



Department
for Environment
Food & Rural Affairs

**CONTRACT PARTICULARS (CALL-OFF CONTRACT) FOR USE WITH
THE FRAMEWORK AGREEMENT FOR THE SUPPLY AND
INSTALLATION OF HIGH VALUE LABORATORY EQUIPMENT**

**This document sets out the specific details for the Contract put
in place under Framework Reference: LAB3123 NW.**

FROM

Authority	Defra on behalf of the Secretary of State for Environment, Food and Rural Affairs
Address	Animal and Plant Health Agency (APHA) Woodham Lane, New Haw, Addlestone, Surrey KT15 3NB
APHA Contract Manager	Name: [REDACTED] Phone: [REDACTED] Email: [REDACTED]
Framework reference	Framework Reference: LAB3123 NW
Call off Contract reference	Atamis Reference: C5442
Order Date	15 th December 2022

TO

Contractor	Agilent Technologies LDA UK Ltd
For attention of	[REDACTED] Tel: [REDACTED] Email: [REDACTED]
Address	Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire. SK8 3GR

Definitions

For the purposes of the Contract Particulars, unless the context otherwise requires, the following words shall have the meanings given to them below:

“APHA”	means Animal and Plant Health Agency;
“Authority”	means Department for Environment, Food and Rural Affairs;
“CMT”	means Contract Management Team;
“Customer”	means APHA;
“Contractor”	means the person named as Contractor providing the Equipment;
“Equipment”	means the AriaMX Real-Time Polymerase Chain Reaction (PCR) system;
“KPIs”	means Key Performance Indicators;
“PO”	means Purchase Order;
“Services”	means the services covered by the Warranty Period.

1. OVERVIEW OF REQUIREMENTS

(1.1) Equipment required:

APHA requires the supply of AriaMX Real-Time Polymerase Chain Reaction (PCR) systems ('the Equipment') as detailed in Section 2 below.

This call-off contract is proposed under Lot 13 of the North-Western Universities Purchasing Consortium (NWUPC) High Value Laboratory Equipment (HVLE) Framework (Reference LAB3123 NW).

(1.2) Call-off Contract Term:

This call-off contract will run from the Award Date (this is the date both parties have confirmed agreement to these Contract Particulars via Defra's e-sourcing system, Atamis) to 31st March 2024.

Please note, there is a possibility of extension for up to six months (to 30th September 2024). If the extension period is required, the Authority will issue a Change Control Note to agree the contract variation with the Contractor.















2. PROVISION OF THE EQUIPMENT AND THE SERVICES

(2.1) Detailed Requirements

The [REDACTED] initial Equipment requirements, including the APHA contact and Delivery location, are detailed in Table 1 below:

Table 1

Ref.	APHA Contact	Volume of Equipment	APHA Delivery location	Equipment Requirements
A		■	[REDACTED]	• AriaMx Real-Time PCR Base Instrument

				<ul style="list-style-type: none"> • SYBR/FAM 463 - 516nm optical cartridge • ROX 585 - 610nm optical cartridge • HEX 535 - 555nm optical cartridge • CY3 542 - 569nm optical cartridge • CY5 635 - 665nm optical cartridge
B				<ul style="list-style-type: none"> • AriaMx Real-Time PCR Base Instrument • SYBR/FAM 463 - 516nm optical cartridge • ROX 585 - 610nm optical cartridge • HEX 535 - 555nm optical cartridge • CY3 542 - 569nm optical cartridge • CY5 635 - 665nm optical cartridge
C				<ul style="list-style-type: none"> • AriaMx Real-Time PCR Base Instrument • SYBR/FAM 463 - 516nm optical cartridge • ROX 585 - 610nm optical cartridge • HEX 535 - 555nm optical cartridge • CY3 542 - 569nm optical cartridge • CY5 635 - 665nm optical cartridge
D				<ul style="list-style-type: none"> • AriaMx Real-Time PCR Base Instrument • SYBR/FAM 463 - 516nm optical cartridge • ROX 585 - 610nm optical cartridge • HEX 535 - 555nm optical cartridge • CY3 542 - 569nm optical cartridge • CY5 635 - 665nm optical cartridge • HP Laptop (1 required) • Plastics for Install (1 set required)
E				<ul style="list-style-type: none"> • AriaMx Real-Time PCR Base Instrument • SYBR/FAM 463 - 516nm optical cartridge • ROX 585 - 610nm optical cartridge

				<ul style="list-style-type: none"> • HEX 535 - 555nm optical cartridge
				<ul style="list-style-type: none"> • CY3 542 - 569nm optical cartridge • CY5 635 - 665nm optical cartridge
F				<ul style="list-style-type: none"> • AriaMx Real-Time PCR Base Instrument • SYBR/FAM 463 - 516nm optical cartridge • ROX 585 - 610nm optical cartridge • HEX 535 - 555nm optical cartridge • CY3 542 - 569nm optical cartridge • CY5 635 - 665nm optical cartridge
G				<ul style="list-style-type: none"> • AriaMx Real-Time PCR Base Instrument • SYBR/FAM 463 - 516nm optical cartridge • ROX 585 - 610nm optical cartridge • HEX 535 - 555nm optical cartridge • CY3 542 - 569nm optical cartridge • CY5 635 - 665nm optical cartridge • HP Laptop (1 required) • Plastics for Install (1 set required)

Within the Contract Term (including the potential extension period) APHA reserves the right to place further Equipment orders under this call-off contract up to the maximum Contract value of £500,000, subject to APHA budget approval.

(2.2) Delivery, Installation, Training + Priority Order

- The Equipment referenced A and B in Table 1 (Section 2.1 above) is needed urgently by APHA and requires delivery and installation in early January 2023.
- Delivery and installation (plus Training where appropriate) of the remaining Equipment (reference C - G in Table 1) will take place by 10th February 2023 at the latest.
(Any future Equipment ordered from this call-off contract will be delivered within six (6) weeks of the APHA Purchase Order being raised.)
- Equipment Delivery shall be made within normal working hours 9am – 5pm Monday to Friday (excluding Public Holidays).
- Equipment shall be supplied under Delivered Duty Paid incoterms, and all associated costs, including but not limited to freight, shall be met by the Contractor.

- All packaging shall be removed by the Contractor and recycled/reused where possible and in accordance with all relevant legislation.

(2.3) Locations to which the Equipment is to be Delivered

As detailed in Table 1 (Section 2.1 above).

Please note that any future Equipment requirements placed under this call-off contract may require Delivery to any APHA location (see locations on the APHA website, link below):

<https://www.gov.uk/government/organisations/animal-and-plant-health-agency/about/access-and-opening>

(2.4) Equipment Warranty

The Equipment will carry a minimum of one (1) year's warranty including all parts, labour, breakdown call-outs and servicing.

In the event of any break-downs, call-outs, servicing or other circumstance during the warranty period, the Authority will inform the Contractor, specifying the relevant details and required timings.

(2.5) Call Off Contract Monitoring Arrangements

Performance Management Framework (PMF) will be used to monitor, measure and control all aspects of the Contractor's performance of contract responsibilities.

The purpose of the PMF is to set out the obligations on the Contractor, to outline how the Contractor's performance will be evaluated and to detail the sanctions for performance failure. The Contractor is responsible for the performance of any sub- Contractors.

Key Performance Indicators (KPIs) are essential in order to align Contractor performance with the requirements of the Authority and to do so in a fair and practical way.

KPIs have to be realistic, measurable and achievable; they also have to be met otherwise indicating that the service is failing to deliver. Without the use of service credits in such a situation, this service failure places strain on the relationship as delivery falls short of agreed levels.

The proactive approach to correcting failures and addressing their cause improves the relationship and enables a partnership rather than a confrontational style of working. Its focus is on managing and improving service.

APHA shall review performance against KPI's and, if appropriate, instigate meetings and work closely with the Contractor to agree action plans. The Authority expects the Contractor to agree and implement these plans. If this does not happen, only then shall service credit principles be applied.

The KPIs for this Contract are set out at Annex A.

Service Credit Principles

The use of service credits is governed by the following principles:

Service credits sit within the wide service management approach being pursued by the Contractor and the Authority. Use of service credits does not preclude any other remedy for failure of performance available to the Authority under the terms and conditions of the contract.

The service credit regime shall be instigated on each occasion where there is a service failure. Failure to meet a KPI may also give rise to a remediation plan.

- KPIs with a service credit rating of 1 will have a service credit of 3% of the invoice amount for the monitoring period, applied for each KPI failure
- KPIs with a service credit rating of 2 will have a service credit of 5% of the invoice amount for the monitoring period, applied for each KPI failure
- The maximum annual service credit to be applied will be no more than 10% of the total annual contract value.

APHA has full and complete discretion on whether to claim all, part or none of a service credit to which it is due.

Service credits claimed shall be paid to APHA as a credit note within one (1) month following the date at which the service credits were applied.

The full, agreed service credit regime will operate from the Contract start date until the end of the contract period. The KPIs may be adjusted to ensure that they are appropriate and achievable.

3. PRICE AND PAYMENTS

(3.1) Pricing Schedule

The Contract Price for the initial fourteen Equipment is a total of **£237,385.40** (to include Delivery, installation and familiarisation / training), broken down as follows:

Table 2

Ref.	APHA Contact	Volume of Equipment	APHA Delivery location	*Total Price
A	██████████ ██████████	■	██████████	██████████
B	██████████	■	██████████	██████████
C	██████████	■	██████████	██████████
D	██████████	■	██████████	██████████
E	██████████	■	██████████	██████████

F	██████████	■	██████████	██████████
G	██████████	■	██████████	██████████
TOTAL PRICE				██████████

*A 30% discount has been applied to the Contractor's list pricing. Note that a 30% discount from the list price will be available for further orders under this call-off contract, up to 31st December 2023.

The Contract Price is in GBP Sterling and is exclusive of VAT.

As detailed in Section 2.1, within the Contract Term (including the potential extension period) APHA reserves the right to place further Equipment orders under this call-off contract up to the maximum Contract value of £500,000.00, subject to APHA budget approval.

(3.2) Purchase Orders, Invoicing and Payment

On acceptance of this call-off contract, APHA will raise individual Purchase Orders (POs) for the Equipment detailed in Section 2.1. Following satisfactory Delivery and installation (and Training where required by APHA) of the Equipment, the Contractor shall issue separate invoices for individual Purchase Orders.

All invoices should be sent, quoting a valid PO number, to: accounts-payable.aph@gov.sscl.com or Shared Services Connected Limited, PO Box 790, Phoenix House, Celtic Springs Business Park, Newport, Gwent, NP10 8F.

Acceptance of the award of these Contract Particulars (call-off contract) will be made by electronic signature carried out in accordance with the 1999 EU Directive 99/93 (Community framework for electronic signatures) and the UK Electronic Communications Act 2000.

Acceptance of the offer comprised in this Contract Particulars (call-off contract) must be made **within seven (7) days** from the date of this award and the agreement is formed on the date on which the Contractor communicates acceptance on the Authority's electronic contract management system ("**Atamis**").

No other form of acknowledgement will be accepted.

Authority Signature:

Supplier Signature:

ANNEX A – KEY PERFORMANCE INDICATORS

KPI	Description	Measure	KPI Target	Service Credit Rating
KPI 1 Delivery and Installation	Initial Equipment requirements (as detailed in Sections 2.1 and 2.2) are delivered and installed (with familiarisation Training completed) on time and in full by 10th February 2023 at the latest. Any future Equipment requirements ordered under this call-off contract will be delivered within six (6) weeks of the Purchase Order being raised.	Delivery and installation against agreed timescales.	100%	2
KPI 2 Quality	The Equipment is accepted as suitable by APHA and performs to the manufacturer's specifications.	The product meets the required standards as stated in the manufacturer's specification.	100%	2
KPI 3 Warranty	Effective resolution of issues under the Warranty.	Prompt and effective repairs (confirmed by APHA) carried out during the Warranty period.	100%	2