

Standard Contract for Goods and/or Services - Order Form

C27977: Contract for the supply of Three (3) Ultra-centrifugal Feed Grinding Rotor Mills on behalf of the Animal and Plant Health Agency (APHA)

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	Purchase Order	To be provided by the Animal and Plant Health Agency (APHA)			
	Number	following agreement of this contract.			
2. (Customer	THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND			
		RURAL AFFAIRS (acting through THE ANIMAL AND PLANT HEALTH			
		AGENCY (APHA))			
3. (Contractor(s)	Verder Scienti	fic UK Ltd		
0.			, Hope, Hope Valley, S33 6RB		
			England and Wales No. 02777449		
		9	9		
4. [Defra Group	The following	Defra Group members will receive the benefit of the		
N	Members	Deliverables:	·		
		The Animal ar	nd Plant Health Agency (APHA).		
5. 1	The Agreement		part of the Agreement and is subject to the terms and		
			ferenced at Appendix 1 and shall come into effect on the		
		•	his is the date both parties have confirmed agreement to		
		these Contrac	t Particulars via Defra's e-sourcing system, Atamis).		
			ntext otherwise requires, capitalised expressions used in		
		this Order have the same meanings as in the terms and conditions.			
		The following documents are incorporated into the Agreement. If there is			
		any conflict, the following order of precedence applies (in descending			
		order):			
		a)	a) this Order;		
		b)) the terms and conditions at Appendix 1; and		
		c)	the remaining Appendices (if any) in equal order of		
		- /	precedence.		
			F1.0000001		
6 г	Deliverables	Applicable Goods Only: □			
J. L	Deli vei abies	Deliverables	Goods Only:		
		Deliverables	ocivides only.		
			Good and Services: ⊠		
		Goods	APHA require the supply and delivery of three (3) ZM300		
			Ultra-centrifugal Rotor Mill Grinders		
			The Goods are to be Delivered in accordance with the		
			The Goods are to be Delivered in accordance with the instructions in Appendix 2: Specification of		

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	Services	Following the initial two (2) year warranty period, the Authority requires the option of a four (4) year Preventative Maintenance service as part of this Contract.		
7. Start Date	The Term shall commence on the Award Date (this is the date both parties have confirmed agreement to these Contract Particulars via Defra's e-sourcing system, Atamis).			
8. Expiry Date	The Expiry Date shall be 30/03/2027 unless it is otherwise extended o terminated in accordance with the terms and conditions of the Contract.			
	The Contract r	may be extended for a further four (4) years to 30/03/2031.		
	If the extension option is required (and uncommitted spend has been approved) then a Change Control Note (CCN) will be issued to the supplier for acceptance (via Atamis). The Extension period allows for provision of Preventative Maintenance Services following the two (2) year warranty period.			
9. Charges	The Charges for the Goods and/or Services shall be as set out below in Appendix 3 – Charges.			
	The Charges a	are fixed for the duration of the Agreement.		
10. Payment	The Authority's preference is for all invoices to be sent electronical quoting a valid Purchase Order Number (PO Number), to:			
	Apinvoices-aph-u@gov.sscl.com			
	Alternatively, you may post to:			
	Shared Services Connected Ltd DEF Procure to Pay PO Box 790 Newport Gwent NP10 8FZ			
	Within Ten (10) Working Days of receipt of your countersigned copy this Order Form, we will send you a unique PO Number. You must be receipt of a valid PO Number before submitting an invoice. To avoidelay in payment it is important that the invoice is compliant with Appendix 3 Charges. Non-compliant invoices will be sent back to you which may lead to a delay in payment. If you have a query regarding a outstanding payment, please contact the Authority's Authorise Representative(s).			
	To avoid delay in payment it is important that the invoice is compliant with Annex 3 Non-compliant invoices will be sent back to you, which may lead to a delay in payment.			
	If you have a query regarding an outstanding payment please contact the Authority's Authorised Representative(s).			
11. Contractor's Liability Cap (Clause 13.2.1)	As detailed in Clause 13.2.1 of the Standard Good & Services Terms and Conditions.			

12. Customer's Authorised Representative(s)	For general liaison your contact will continue to be		
13. Contractor's Authorised Representative	For general liaison your contact will continue to be		
14. Progress Meetings and Progress Reports	Not applicable		
15. Address for notices	Customer:	Contractor:	
	Animal and Plant Health Agency (APHA) Woodham Lane New Haw Addlestone Surrey KT15 3NB	Verder Scientific UK Ltd Parsons Lane Hope Hope Valley S33 6RB	
16. Procedures and	For the purposes of the Contract, the Defra group Security Policy can be		
Policies 17. Special Terms	For the avoidance of doubt, if other policies of the Authority are referenced in the Conditions and Annex, those policies will also apply to the Contract on the basis described therein. The Authority may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.		
17. Special Terms	Not Applicable		
18. Insurance	The Supplier shall hold the following insurance cover from the commencement date for the duration of the Contract. - Public Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £1M;		
	- Employers Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £10M;		
	 Product Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £1M; 		
19. Further Data Protection Provisions	The subject matter and No perso duration of the Processing	nal data to be processed	

The nature and purpose of the Processing	No personal data to be processed	
The type of Personal Data being Processed	No personal data to be processed	
The categories of Data Subjects	No personal data to be processed	

Sur	oplier	Signature:

Authority Signature:

Appendix 1: Terms and Conditions

The Customer's Standard Good & Services Terms and Conditions which can be located on the Defra Website and which are called 'Standard Goods & Services Terms and Conditions (Core Defra)'

Appendix 2: Specification of Requirements

Glossary

Term	Meaning			
"АРНА"	means the Animal and Plant Health Agency.			
"Authority"	means the Department for Environment Food and Rural Affairs who is the Contracting Authority.			
"BSE"	means bovine spongiform encephalopathy.			
"CE"	means Conformité Européenne.			
"DA"	means Devolved Administrations.			
"Delivery"	means hand over the Equipment to the Customer at the address and on the date specified in the Purchase Order, which shall include unloading. Delivered and Delivery shall be construed accordingly.			
"Equipment"	means three (3) ZM300 Ultra-Centrifugal Rotor Mill Grinders.			
"MAT"	means microscopic analysis test.			
"NRL"	means National Reference Laboratory.			
"PAP"	means processed animal proteins.			
"Preventative Maintenance"	means a systematic visit for inspection, detection, correction and prevention of incipient failures, before they become actual failures.			
"TSE"	means transmissible spongiform encephalopathies.			
"Working Days"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.			
"Working Hours"	means between 9:00 to 17:00 on a Working Day.			

This section sets out the Authority's requirements.

1. Background

- 1.1 APHA is the UK NRL for animal protein detection in feedstuff and performs the statutory national feed audit testing on behalf of Defra and the DA's. Legislation introduced in response to the BSE crisis, linked to the feeding of mammalian meat and bonemeal to cattle, banned the feeding of some PAP's to other animals as a control measure to prevent the spread of TSE's.
- 1.2 The MAT, used to provide reassurance on the integrity of feed ingredients, requires the fine processing of samples during the preparation stage. Ultra-centrifugal rotor mills allow the processing of samples to produce a consistent product.

2. Overview

- 2.1 APHA require the supply and delivery of three (3) ZM300 Ultra-centrifugal Rotor Mill Grinders (the Equipment).
- 2.2 The specific make and model required is consistent with the existing Equipment and UKAS validated procedures including ISO 17025 accredited testing.

3. Specific Requirement

- 3.1 The Equipment will meet the following requirements:
 - Be a ZM300 Ultra Centrifugal Rotor Mill, 230V, 50/60Hz
 - Have a cassette of stainless steel
 - Have a pan with 900ml volume

- Have a lid with gasket
- Be supplied without push-fit rotor and ring sleeve
- Conforms to CE standards
- Be supplied with an operating manual
- Be supplied with a minimum of a two (2) metre UK power cable.
- Have twenty-four (24) ring sieves in stainless steel, with a reinforced rim and trapezoidal perforation of 1.00 mm.
- Have three (3) compatible labyrinth discs
- 3.2.1 The expected lifetime of the Equipment is a minimum of ten (10) years.

4. Warranty

- 4.1 The Equipment will carry a minimum of two (2) year's warranty including all parts, labour, breakdown call-outs and servicing.
- 4.2 The warranty period will commence on the date of delivery. In the event of any breakdowns, callouts, servicing or other circumstance, APHA will inform the Supplier, specifying the relevant details and required timings.

5. Delivery

5.1 The Equipment is to be Delivered by 31th March 2025 to APHA Weybridge.

The Delivery address is:

APHA, Weybridge Central Stores Woodham Lane New Haw Addlestone Surrey KT15 3NB

- 5.2 Deliveries shall be made within Working Hours on Working Days.
- 5.3 All costs, associated with the Delivery of the Equipment under Delivered Duty Paid incoterms will be met by the Supplier, including insurance of the Equipment when in transit.

6 Additional Information

6.1 The Supplier will ensure that APHA is aware of any communications or safety alerts applicable to the Equipment at any time.

7 Preventative Maintenance Services

- 7.1 Following the initial two (2) year warranty period, the Authority requires the option of a four (4) year Preventative Maintenance service as part of this Contract.
- 7.2 The Service Plan shall include:
 - a. One (1) annual Preventative Maintenance visit per year.
 - b. All engineer travel and labour.
 - c. A helpline telephone number and email address for the Authority's use, during Working Hours for the life of the Contract.
- 7.3 The following will be included as part of the Preventative Maintenance contract:

- a. A comprehensive Service report to be provided within two (2) Working Days of Preventative Maintenance completion;
- 7.4 The Supplier will monitor the Preventative Maintenance visits and will liaise directly with APHA end users to organise mutually convenient times to visit. It will be the responsibility of the Supplier to schedule the visits.
- 7.5 Provide essential Equipment modifications as determined by the Supplier at no additional charge.

8. Performance Management Framework (including Key Performance Indicators and Service Credits)

- 8.1 As part of the Authority's continuous drive to improve the performance of all Contracts, this Performance Management Framework (PMF) will be used to monitor, measure and control all aspects of the Supplier's performance of contract responsibilities. The purpose of the PMF is to set out the obligations on the Supplier, to outline how the Supplier's performance will be evaluated and to detail the sanctions for performance failure. The Supplier is responsible for the performance of any sub-contractors.
- 8.2 Key Performance Indicators (KPIs) are essential in order to align Supplier 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.
- 8.3 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.
- 8.4 The Authority shall review performance against KPI's and, if appropriate, instigate meetings and work closely with the Supplier to agree action plans. The Authority expects the Supplier 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

- 8.5 The use of service credits is governed by the following principles:
- 8.6 Service credits sit within the wide service management approach being pursued by the Supplier 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.
- 8.7 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.
 - The maximum annual service credit to be applied will be no more than 10% of the total annual contract value.
- 8.8 The Authority has full and complete discretion on whether to claim all, part or none of a service credit to which it is due.
- 8.9 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.

8.10	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.

Annex A - KPI's

KPI	Description	Measure	KPI Target	Service Credit Rating
KPI 1 Delivery	The Equipment is to be Delivered by the date specified in the Specification.	Delivery against agreed timescales	100%	1
KPI 2 Quality	The Equipment is accepted as suitable by APHA and performs to the manufacturer's specification.	The Equipment meets the required standards as stated in the Specification of Requirements at Section 3 of the Specification of Requirements.	100%	1
AUTHORITY FOLLOWING	The Supplier shall: 1. Provide a helpline telephone number and email for use during Working Hours. 2. Schedule (with agreement from the Customer) annual servicing of Equipment. 3. Provide service reports/certificates within two (2) Working Days of service. 4. Provide essential Equipment modifications as determined by the Supplier at no additional charge.	The Supplier shall meet the requirements as detailed in Section 7 of the Specification of Requirements.	100%	1

Appendix 3: Charges

The following pricing shall apply for the provision of the Equipment.

Product Number	Item Description	Quantity	Total Price
20.824.0001	Ultra Centrifugal Mill ZM300 (230V, 50/60 Hz), with cassette of stainless steel 900ml volume, without push-fit rotor and ring-sieve. CE conforming and supplied with a 2 year warranty, operating manual and 2 metre power cable.	•	
03.647.0472	Ring sieve of stainless steel with reinforced rims, trapezoid holes, 1.00mm aperture.	=	
22.355.0018	Cassette complete, of stainless steel, including pan 900ml volume, with lid and gasket.	Ī	
01.706.0318	Labyrinth disc of stainless steel with O-ring of Viton A.	Ī	
	Carriage	Ī	
	Total	-	£30,514.50

The following pricing shall apply for the provision of the Annual Preventative Maintenance Plan.

Requirement	Quantity	Fixed Price(£)
Annual cost of Service Plan (2027/2028)		
Annual cost of Service Plan (2028/2029)		
Annual cost of Service Plan (2029/2030)		
Annual cost of Service Plan (2030/2031)		
Total Price		£12,363.00

The payment schedule for the annual Standard Service Plan will be an annual charge, payable in advance, at annual intervals.