

National Microbiology Framework

Appendix 1

**National Microbiology Framework Agreement
Order Form – C97669**

FROM

Authority:	The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency of Nobel House, 17 Smith Square, London, SW1P 3HX (the "Authority").
Invoice address:	Post: United Kingdom Health Security Agency, Financial Operations and Control, Porton Down, Salisbury, Wiltshire. SP4 0JG. Email: [REDACTED]
Contract Manager:	Name: [REDACTED]
Secondary Contact: eg. business operational contact, project manager	Name: [REDACTED]
Procurement lead	Name: [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: UK Health Security Agency Nobel House, 17 Smith Square, London, SW1P 3HX.
Internal reference (if applicable):	To be quoted on all correspondence relating to this Order Form: C97669

TO

Supplier:	Hamilton Sales & Services UK Ltd
Contract Manager:	Name: [REDACTED]
Secondary Contact:	Name: [REDACTED]
Account Manager:	Name: [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: Unit 1 Forge Mills Park, Station Road, Coleshill, Birmingham, B46 1JH. United Kingdom.

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Applicable terms and conditions

The following terms and conditions are applicable to the Contract for this Order:

Appendix A	Call-off Terms and Conditions for the Supply of Goods and the Provision of Services	Applicable to this Contract	
Appendix B	Optional Additional Call-off Terms and Conditions for Installation and Commissioning Services	<input checked="" type="checkbox"/> (only applicable if this box is checked)	
Appendix C	Optional Additional Call-off Terms and Conditions for Maintenance Services	<input type="checkbox"/> (only applicable if this box is checked)	
Appendix D	Optional Additional Call-off Terms and Conditions for Bespoke Research, Development and Manufacturing Requirements	<input type="checkbox"/> (only applicable if this box is checked and to the extent the applicable terms are included in Annex A (Order Specific Key Provisions))	
Appendix E	Optional Additional Call-off Terms and Conditions for Reagent Rental	<input type="checkbox"/> (only applicable if this box is checked)	
Appendix F	Optional Additional Call-off Terms and Conditions for Managed Equipment Services	<input type="checkbox"/> (only applicable if this box is checked)	
Appendix G	Optional Additional Call-off Terms and Conditions for Clinical Laboratory Diagnostic Testing Services	<input type="checkbox"/> (only applicable if this box is checked and to the extent the applicable terms are included in Annex A (Order Specific Key Provisions))	
Appendix H	Further Optional Additional Call-off Terms and Conditions	(only applicable if one or more boxes are checked)	
	Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked:		
	1. TUPE applies at the commencement of the provision of Services		<input type="checkbox"/>
	2. TUPE on exit		<input type="checkbox"/>
	3. Different levels and/or types of insurance		<input type="checkbox"/>
	4. Induction training for Services		<input type="checkbox"/>
5. Further Authority obligations	<input type="checkbox"/>		
	6. Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services	<input type="checkbox"/>	

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7. Inclusion of a Change Control Process	<input type="checkbox"/>
8. Authority step-in rights	<input type="checkbox"/>
9. Guarantee	<input type="checkbox"/>
10. Termination for convenience	<input checked="" type="checkbox"/>
11. Pre-Acquisition Questionnaire	<input type="checkbox"/>
12. Time of the essence (Goods)	<input type="checkbox"/>
13. Time of the essence (Services)	<input type="checkbox"/>
14. Specific time periods for inspection	<input type="checkbox"/>
15. Specific time periods for rights and remedies under Clause 3.6 of Schedule 2 of Appendix A	<input type="checkbox"/>
16. Right to terminate following a specified number of material breaches	<input type="checkbox"/>
17. Expert Determination	<input type="checkbox"/>
18. Consigned Goods	<input type="checkbox"/>
19. Improving visibility of Sub-contract opportunities available to Small and Medium Size Enterprises and Voluntary, Community and Social Enterprises	<input type="checkbox"/>
20. Management Charges and Information	<input type="checkbox"/>
21. COVID-19 related enhanced business continuity provisions	<input type="checkbox"/>
22. Buffer stock requirements	<input type="checkbox"/>
23. Modern slavery	<input checked="" type="checkbox"/>
The additional Order Specific Key Provisions set out at Annex A (Order Specific Key Provisions) to this Order Form shall also apply to this Contract.	
<input checked="" type="checkbox"/> (only applicable if this box is checked)	

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1. CONTRACT DETAILS**(1.1) Commencement Date:**

26/08/2022

(1.2) Services Commencement Date (if applicable):

26/08/2022

(1.3) Contract Price ((i) breakdown and (ii) payment profile):

1.3.1. The total contract value shall be twenty thousand and twenty pounds and fifty six pence (£20,020.56) (Excl. VAT) (the **"Total Contract Value"**).

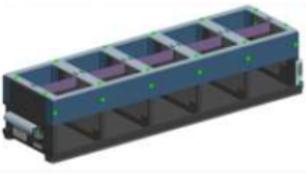
1.3.2. The contract comprises of the following products (the **"Goods"**)

Description	Supplier Item No	Qty	Unit Price (Excluding VAT)	Total Price (Excluding VAT)
ASSY, TIP ISOLATOR CARRIER	67542-01	1	████████	████████
PLT_CAR_L4_SHAKER	187001	1	████████	████████
GRAVITY WASTE TROUGH	92581-01	1	████████	████████
HHS 3.0 MTP FLAT BOTTOM APE 00	188319	1	████████	████████
KIT MFX BRACKETS 7T	188133	1	████████	████████
MULTIFLEXXLDWPNESTRACKBASED	188293	1	████████	████████
MULTIFLEXCARRIERBASE	188039	1	████████	████████
MFX DWP MODULE RACK BASED	188229	1	████████	████████
Alpaqua Magnum FLX Ring Magnet 96 A000400	10103443	1	████████	████████

1.3.3. The contract comprises of the following services (the **"Services"**)

Description	Supplier Item No	Qty	Total Price (Excluding VAT)
Shipment	202997SUB-17	1	████████
INST.OF UPGR. & ACCESSORIES	INSTALLAS	1	████████
METHOD DEVELOPMENT AS	APPSMDAS	1	████████

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Part Number	Name	Description
67542-01	Tip Isolator Carrier	Allows use of 96-well and 24-well DWP to separate tips when reracking and reusing them Holds 5 positions of tip racks works with 1ml or 5ml tips only
		
187001	Plt_Car_I4_ Shaker	Carrier baseplate for heater-shakers. Stand-offs and shakers must be ordered separately. Supports up to 4 four heater-shakers. MTP or DWP modules can be attached in spaces not occupied by a 7T wide
		
92581-01	MFX Gravity Waste	Passively funnels liquid waste to a container below the deck. Occupies one MFX site.
		
188319	HHS 3.0 MTP Flat	Hamilton Heater Shaker (HHS) with 3.0 mm orbit. Shaking speed DWP/MTP: 100 - 1800/2400 rpm Temperature control: RT+5°C - 105°C max. loading: 500g The HHS has to be mounted on the 7T wide shaker baseplate PN 187001 (not included).
		
188133	Kit MFX brackets 7T	Brackets allow to mount any passive MultiFlex module onto heater shaker base plate PN 187001 (7 The heater shaker base plate has 4 possible positions to mount MultiFlex modules. Includes 2 brackets to mount 1 Multiflex module.
		
188293	Multiflex xxl dwp	Module to position any SBS plates and DWP upto H=90mm / or flat reagent containers. Plates are rack
		

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	188039	Multiflex Carrier	Carrier is 6 Tracks wide Loading on deck: with AL or fix screwed with docking station (depending on the module configuration) Layout: predefined landscape positions for max 5
	188229	MFX DWP Module	Module only - carrier base not included! Needs to be mounted on PN 188039 (MultiFlex Carrier Base) Labware: Tube Racks and Deep-Well Plates
	10103443	Alpaqua Magnum	Alpaqua Magnum FLX Ring Magnet (Alpaqua #A000400)

1.3.4. Following execution of this Contract, the Authority shall submit to the Supplier a purchase order for the Total Contract Value (the “Purchase Order”). The Purchase Order shall be for the Goods and Services specified in Annex 1.

1.3.5. For the avoidance of doubt, the Authority is not committed to pay the Total Contract Value.

1.3.6. Only orders placed directly by the Authority are binding under this Contract.

1.3.7. See Annex 1 – Goods Information and Pricing for the price of the Goods and Services.

1.3.8. The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions), including the provision of monthly consolidated invoices.

1.3.9. Payment terms are net 30 days in arrears from the date the Authority receives valid consolidated invoices in accordance with this Contract.

1.3.10. The Purchase Orders issued by the Authority in respect of this Agreement do not form part of this Agreement.

1.3.11. Warranty will be 12 months from date of installation.

(1.4) Term of Contract:

1.4.1. This Contract shall commence on 26/08/2022 (the “Commencement Date”) and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 31/03/2023 (the “Term”).

1.4.2. The Authority may terminate the Contract for convenience at any time pursuant to clause

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10 (Termination for convenience) of Appendix H (Further Optional Additional Call-off Terms and Conditions) of this Contract provided the Authority gives the Supplier not less than 90 days written notice

(1.5) Term extension options:

Not applicable.

2. GOODS AND/OR SERVICES REQUIREMENTS**(2.1) Description of the Goods / Services:**

This Contract covers the purchase and installation of additional modules for the STAR (serial number: 600H) automated liquid handler located at UKHSA Manchester Lab.

The specifications of the Goods ("Specifications") to be provided under this contract are as follows:

Description	Supplier Item No	Qty
ASSY, TIP ISOLATOR CARRIER	67542-01	■
PLT_CAR_L4_SHAKER	187001	■
GRAVITY WASTE TROUGH	92581-01	■
HHS 3.0 MTP FLAT BOTTOM APE 00	188319	■
KIT MFX BRACKETS 7T	188133	■
MULTIFLEXLDWPNESTRACKBASED	188293	■
MULTIFLEXCARRIERBASE	188039	■
MFX DWP MODULE RACK BASED	188229	■
Alpaqua Magnum FLX Ring Magnet 96 A000400	10103443	■

2.1.2. The Services to be provided under this contract are as follows:

- Delivery of the modules to the lab as specified in Clause 2.2.1.
- Install and commission the additional modules to the lab's existing equipment.
- Test and verify the module to ensure they comply with the criteria set out in Annex B.
- Handover the upgraded equipment to the lab.

(2.2) Premises and Location(s) at which the Goods / Services are to be delivered / provided:

2.2.1. The Supplier shall deliver and install the additional modules to the following location:

UK Health Security Agency Manchester Lab
3rd Floor Clinical Sciences Building
Oxford Road
Manchester

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M13 9WL
United Kingdom

2.2.2. All planned Services delivery shall be pre-advised by the Supplier to the Authority's primary delivery contact stated below (individually or collectively be known as the "Delivery Contact") at least 48 hours prior to attendance:

2.2.3. Primary delivery contact:

Email: [REDACTED]

2.2.4. The Supplier shall provide the following data when notifying the Delivery Contact:

- Supplier name;
- Authority's Order Number;
- Item reference, Supplier's part code, description and quantity;
- Full service detail at item level and any special instructions originally entered for Authority's Order (e.g. project).

2.2.5. The Delivery Contact will confirm:

- Booking reference number;
- Date and time of service (where applicable); and
- Delivery address.

2.2.6. Delivery of the Goods/Services shall be considered to have occurred when the Delivery Contact or other authorised representative of the Authority at the Authority's nominated location has signed the installation and operational qualification sheet.

2.2.7. The Authority may at any time move equipment between Laboratory sites, remove, substitute or add equipment to the contract. The Authority shall provide the Supplier with as much notice of equipment moves as possible and, in any event, not less than 10 days' notice.

2.2.8. The Supplier shall ensure that all Goods are packaged suitably so as not to cause loss or damage during shipment to a Delivery Location.

2.2.9. In the event that the Supplier is unable to deliver the agreed order in full, the Supplier shall inform the Authority of the actual number of items to be shipped prior to shipment, explaining the reasons for non-compliance with the agreed order and inform the Authority of when such missing Goods will be delivered. The Supplier shall, using its best endeavours, deliver such missing Goods at the earliest possible time.

2.2.10. The Supplier shall inform the Authority of any requests, made directly to the Supplier, by the Delivery Locations, to vary the delivery and the Authority will approve or reject such requests.

(2.3) Key personnel of the Supplier to be involved in the Goods / Services:

Name: [REDACTED]

Address: Unit 1 Forge Mills Park, Station Road, Coleshill, Birmingham, B46 1JH.

Phone: [REDACTED]

(2.4) Performance standards:

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- Timely delivery of the Goods in accordance with section 2.6 below.
- Quality of Goods i.e. Goods to meet Specifications as stated in section 2.1 above.
- Proof of delivery to be supplied with each monthly consolidated invoice.

(2.5) Quality standards:

The Supplier shall provide the Goods to the level of the Supplier's manufactured specifications and as set out in the specification (the "Specification"):

(2.6) Contract monitoring arrangements:

The Authority Contract Manager and the Supplier Contract Manager shall meet Monthly or as otherwise notified by the Authority to discuss the Supplier's performance and other matters connected to the delivery of the Contract.

(2.7) Management information and meetings:

2.7.1. At the Authority's request, within five (5) Working Days of such request, the Supplier shall provide such management information to the Authority as the Authority may reasonably requests from time to time (including without limit any information about the Supplier's supply chain and its compliance in relation to sustainability requirements). The Contract Managers shall meet no less than monthly to discuss the operation of this Contract.

2.7.2. Key Performance and key performance indicators to be reported by the Supplier include: Indicators (the "KPIs"):

- Quality of goods in line with Specification.
- Compliance to processes including but not limited to delivery schedules and invoicing.

3. CONFIDENTIAL INFORMATION (if applicable)**(3.1) The following information shall be deemed Confidential Information:**

- Supplier pricing.
- Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Supplier representatives
- Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Authority's representatives

(3.2) Duration that the information shall be deemed Confidential Information:

For a period of three (3) years after the expiry or earlier termination of this Contract unless otherwise agreed in writing by the Parties.

4. DATA PROCESSING (if applicable)**(4.1) Personal Data to be processed by the Supplier:**

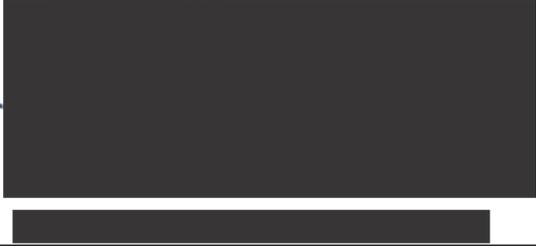
In accordance with the Data Protection Protocol.

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5. LEASE / LICENSE (if applicable)

(5.1) The Authority is granting the following lease or licence to the Supplier:

Not applicable

For and on behalf of the Authority	For and on behalf of the Supplier
<p>DocuSigned by:</p>  <p>Date Signed: 06 Sept 2022</p>	<p>DocuSigned by:</p>  <p>Date Signed: 06092022</p>

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Annex A**Order Specific Key Provisions****1. Introduction**

- 1.1 This Annex A includes any supplemental requirements and any other relevant details, information, provisions and terms, forming part of this Order Form, as envisaged by the Framework Agreement, the Ordering Procedure, the other parts of this Order Form, the Call-Off Term and Conditions for the Supply of Goods and the Provision of Services and/or as required by the Authority (as applicable to this Contract and to the extent not addressed elsewhere as part of this Order Form). For the avoidance of doubt, any further annexes, appendices, schedules or other documents referred to in this Annex A shall be deemed part of this Annex A and part of this Order Form.

2.0. Delivery and Risk:

2.1. The Supplier shall deliver the services to the locations set out in section 2.3.1 of the Order Form.

2.2. The Supplier will ensure that provision of the services are made in accordance with the terms of this Order Form including Annex A, and the Call-Off Terms and Conditions.

3.0. Invoicing Process:

3.1. Payment terms are net 30 days from receipt of a valid monthly invoice.

3.2. Within 10 Business Days of receipt of the Supplier's countersigned copy of the Contract, the Authority will send a unique purchase order ("PO") number. The Supplier must be in receipt of a valid PO number before submitting an invoice.

3.3. The Supplier shall provide a consolidated monthly invoice to the Authority for all Services received and accepted by the Authority each month.

3.4. All invoices should be sent for approval and must include the proof of delivery to the Authority's designated finance mailbox e-mail: [REDACTED] and their agreed representative (to be confirmed at first Supplier meeting) before being submitted for payment.

3.5. All invoices must be sent quoting a valid purchase order number. The Supplier shall provide a current statement of accounts on a monthly basis; this is a standard commercial process and should show all invoices raised and amounts outstanding.

3.6. To avoid delay in payment it is important that the Supplier provides a compliant invoice that includes, as a minimum, a valid PO number, PO line-item number (if applicable), PO line description, and the details (name and telephone number) of the Authority's authorised representative. Non – compliant invoices will be sent back to the Supplier, which may lead to a delay in a payment.

3.7. In support of Goods/Services being delivered the Supplier shall provide to the Authority a signed delivery note confirming receipt of the Goods/Services at the Authority's nominated Delivery Locations.

3.8. Supplier queries regarding payment must be forwarded to the Authority's Account Payable section by email to: [REDACTED]

4. Access to Premises and Location

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4.1. Supplier staff shall hold the relevant security clearance for the Premises and Location where the Services shall be performed, where appropriate.

4.2. The Authority's authorised representative at the Premises and Locations shall provide to the Supplier such reasonable access to the Premises and Locations as may be required, in accordance with clause 4 (Operation of the Services) of the Call-Off Terms and Conditions, to provide the Services.