

Appendix 1

National Microbiology Framework Agreement Order Form

FROM

Authority:	The Secretary of State for Health and Social Care acting through UKHSA 5 th Floor, 10 South Colonnade, London E14 4PU
Invoice address:	Post: Accounts Payable, Manor Farm Road, Porton Down Salisbury SP4 0JG Email: Payables@ukhsa.gov.uk
Contract Manager:	Name: [REDACTED] Framework manager National Microbiology Framework E-mail: [REDACTED]
Secondary Contact: eg. business operational contact, project manager	Name: Phone: E-mail:
Procurement lead	Name: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Address: Procurementnotices@ukhsa.gov.uk
Internal reference (if applicable):	To be quoted on all correspondence relating to this Order Form: C344852

TO

Supplier:	BioMérieux UK Limited [REDACTED]
Contract Manager:	Name: [REDACTED] Contract & Tenders Manager • Clinical Sales UK & Ireland E-mail: [REDACTED]
Secondary Contact:	Name: [REDACTED] Strategic Account Director, Global Health E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: [REDACTED]

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 Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked:	(only applicable if one or more boxes are checked)
	1. TUPE applies at the commencement of the provision of Services	
	2. TUPE on exit	
	3. Different levels and/or types of insurance	
	4. Induction training for Services	
	5. Further Authority obligations	
	6. Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services	

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 checked="" 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 checked="" 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)

1. CONTRACT DETAILS

(1.1) Commencement Date: As of the date of the signature by the Authority within

(1.2) Services Commencement Date (if applicable): TBC

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

1.3.1 The total contract value shall be Eight hundred and thirty seven thousand, one hundred and seven pounds and fourteen pence £837,107.14 (Excl. VAT) (the "Total Contract Value").

1.3.2 The Total Contract Value is the maximum value of goods/services which can be ordered under this Contract.

1.3.3 Payment terms are 30 days.

1.3.4 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions)

(1.4) Term of Contract:

1.4.1 This Contract shall commence on the date of signature by The Authority within this Contract (the "**Commencement Date**") and shall expire six (6) months thereafter (the "**Term**").

(1.5) Term extension options: N/A

2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods / Services:

OEM equipment and associated reagents, the full specification of which (the "**Specification**") is as set out in Annex B.

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

As per Annex B delivery address and customs Inco Terms DAP Delivered at Place

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

Name:

Strategic Account Director, Global Health

E-mail:

(2.4) Performance standards:

Timely delivery of the Goods in accordance with that quoted by the Supplier.

(2.5) Quality standards:

The Supplier shall supply the equipment to the level of the Supplier's manufactured specifications as sold by the Supplier to the Authority.

(2.6) Contract monitoring arrangements: N/A

(2.7) Management information and meetings: N/A

3. CONFIDENTIAL INFORMATION (if applicable)
(3.1) The following information shall be deemed Confidential Information: <ul style="list-style-type: none">• 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: <p>For a period of three (3) years after the expiry or earlier termination of this Contract unless otherwise agreed in writing by the Parties.</p>

4. DATA PROCESSING (if applicable) N/A
(4.1) Personal Data to be processed by the Supplier: <p>In accordance with the Data Protection Protocol.</p>


5. LEASE / LICENSE (if applicable) N/A
(5.1) The Authority is granting the following lease or licence to the Supplier: N/A

Signature:



For and on behalf of the Authority

Signature:



For and on behalf of the Supplier

Annex A

Order Specific Key Provisions

1. Delivery and Risk:

1.1. The Supplier shall deliver the services to the location(s) set out in Annex B of this order form.

1.2. The Supplier will ensure that the provisions of service support are made in accordance with the terms of this Order Form including Appendix 1 and Annex A, B & C hereto, and the Call-Off Terms and Conditions.

2. Invoicing Process:

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

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

2.3 The Supplier shall provide a consolidated quarterly invoice to the Authority for all Services received and accepted by the Authority each quarter, if applicable.

2.4 The Supplier shall send all invoices for approval and shall include the proof of delivery to the Authority's designated finance mailbox e-mail: payables@ukhsa.gov.uk and their agreed representative (to be confirmed at first Supplier meeting) before being submitted for payment.

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

2.6 The Supplier shall provide compliant invoices that include 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.

2.7 In support of Services being delivered the Supplier shall provide to the Authority a signed delivery note confirming receipt of the services.

2.8 Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to: payables@ukhsa.gov.uk.

Annex B

Delivery and Consignee information

[illegible]

Castries Airport	<div></div> <div></div>	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>
Montserrat Airport	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>

Caribbean Public Health Agency (CARPHA)

URL: www.carpha.orgURL: <http://carphafoundation.carpha.org/>

Annex C Quotes by destination countries

The following clauses related to Instruments and Service coverage will apply to the following **4 quotes in paragraph C-1, C-2, C-3 and C-4**

❖ Instruments

[illegible]

1. *Journal of the American Medical Association*, 2000; 283: 2689-2696.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Annex C-1 Quote for Trinidad & Tobago destination

Total Quote for Trinidad & Tobago destination is



DRAFT

Annex C-2 Quote for Jamaica destination

Total Quote for Jamaica destination

DRAFT

Annex C-3 Quote for Ste Lucia destination

DRAFT

Annex C-4 Quote for Montserrat destination

DRAFT