

National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

Appendix 1

**National Microbiology Framework Agreement
Order Form
Contract Reference C140082**

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:	Address: The UK Health Security Agency, Nobel House, Smith Square, London, SW1P 3JR Email: [REDACTED]
Contract Manager:	[REDACTED]
Secondary Contact: e.g. business operational contact, project manager	[REDACTED]
Procurement lead	[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):	CRE-ID 4163

TO

Supplier:	Biomerieux UK Limited
Contract Manager:	Name: [REDACTED] [REDACTED]
Secondary Contact:	
Account Manager:	[REDACTED]

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Name and address for notices:	Biomerieux UK Limited Chineham Gate Crockford Lane Basingstoke Hampshire RG24 8NA
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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 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:	
	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"/>
		(only applicable if one or more boxes are checked)

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	6. Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services	<input type="checkbox"/>	
	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: 10th February 2023
(1.2) Services Commencement Date (if applicable): Not applicable
(1.3) Contract Price ((i) breakdown and (ii) payment profile): 1.3.1. The total contract value shall be one hundred and thirty four thousand, one hundred and sixty six pounds (£134,166 Excl. VAT) only (the "Total Contract Value") 1.3.2. This comprises of the purchase of a Biofire System for the UKHSA Porton Down site 1.3.3 Only orders placed directly by the Authority are binding under this Contract. 1.3.4 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions). 1.3.5 Payment terms are net 30 days in arrears from the date the Authority receives valid invoices in accordance with this Contract. 1.3.6 The Purchase Orders issued by the Authority in respect of this Agreement do not form part of this Agreement.
(1.4) Term of Contract: 1.4.1 This Contract shall commence on 10 th February 2023 (the "Commencement Date") and shall expire on the 31 st March 2023 (the "Term").
(1.5) Term extension options: No extension options

2. GOODS AND/OR SERVICES REQUIREMENTS
(2.1) Description of the Goods and Installation: This Contract covers the purchase of a new Biofire Torch system. 2.1.1 The Goods shall be supplied in accordance with the following specifications (the "Specifications") as set out by the manufacturer: <ul style="list-style-type: none"> - Compatible with all existing infectious disease panels on the Biofire System - Scalable configuration allowing customized throughput

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- Simplified workflow features a touchscreen interface and integrated barcode scanner

Equipment included:

1 x TORCH System comprising:

One base unit

Four instrument modules

1 x TORCH System comprising:

One base unit

One instrument modules

Warranty duration

12 months

Description	

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

The Supplier shall deliver the equipment to the Laboratories as detailed below:

UK Health Security Agency

Porton Down

Salisbury

SP40JG

2.2.2 The Supplier shall ensure that all products are labelled with product description, part number, volume, batch number, storage requirements and barcode if applicable.

2.2.3 All planned deliveries 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:

2.2.4 Primary delivery contacts:

Porton Down

2.2.5 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;
- Item / pallet / carton reference for multi-pallet / carton shipments; and
- Any special instructions originally entered for Authority's Order (e.g. project).

2.2.6 The Delivery Contact will confirm:

- Booking reference number;
- Delivery address.

2.2.7 Delivery of the Goods shall be considered to have occurred when the Delivery Contact or other

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authorised representative of the Authority at the Authority's nominated location has agreed that the delivery has been carried out to the supplier's specification and has signed the delivery note to confirm acceptance.

- 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.
- The Parties reserve the right to modify the above process, by written agreement of both Parties, as necessary during the Term of this Contract

2.2.8 The Supplier shall carry out delivery and installation within the ordinary working hours at the delivery location on the date specified.

2.2.9 The Supplier shall ensure delivery and invoicing of the goods/services takes place after the Contract commencement date and prior to the end of the Term (31st March 2023).

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

Name: [REDACTED]
[REDACTED]

(2.4) Performance standards:

2.4.1 The Supplier shall ensure the goods conform and perform to the Specification.

2.4.2 Timely delivery of the Goods in accordance with section 2.5 below.

2.4.3 Proof of delivery of the Goods to be supplied with each invoice.

(2.5) Quality standards:

2.5.1 In the event that Goods are deemed to be Defective Goods by the Authority, the Authority, at its sole discretion, shall provide a written notice to the Supplier in accordance with Schedule 2, clause 3.6 of the Call-Off Terms and Conditions.

2.5.2 The quality assurance standards set out in the Supplier's Specification shall apply to the manufacture and supply of the Goods. The Supplier shall ensure that all Goods comply with CE IVD (or any replacement organisation) and carry the CE IVD marking.

(2.5.5) Return Conditions:

For Goods that do not meet the quality and performance standards The Return Conditions will be as follows:

2.5.5.1 The Supplier is responsible for collecting the Goods.

2.5.5.2 The Supplier is responsible for the costs of returning/collecting the Goods.

2.5.5.3 Return Conditions shall be in accordance with Schedule 2 - clause 3 (Inspection, rejection, return and recall of the Goods) of the Call Off Terms and Conditions

(2.6) Contract monitoring arrangements:

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The Authority Contract Manager and Supplier Contract Manager may meet to discuss the Supplier's performance and other matters connected to the delivery of the Contract (unless otherwise requested by the Authority).

(2.7) Management information and meetings:

At the Authority's request, within five (5) Working Days of such request, the Supplier shall provide such management information ('MI') to the Authority as the Authority may reasonably request from time to time (including without limit any information about the Supplier's supply chain and its compliance in relation to sustainability requirements). The request for management information may include:

- Quality of delivery in accordance with the Contract
- Timely and accurate administration (including booking/amending delivery times and Orders and invoices, delivery advice notes and labels being in accordance with the requirements of the Contract)

The Contract Managers shall meet no less than bi-annually to discuss the performance and above KPI's of this Contract (unless otherwise requested by the Authority).

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

Pricing and individual contact details.

(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.

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

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Not applicable.

Signature
For and on behalf of the Authority



Date Signed: 9th Feb 2023

Signature
For and on behalf of the Supplier



Date Signed: 09/02/2023

Annex A

Order Specific Key Provisions

1.Delivery and Risk:

1.1. The Supplier shall deliver the goods to the locations set out in section 2.2 of the Order Form.

1.2. The Supplier will ensure that provision of the goods are made in accordance with the terms of this Order Form including Annex A, Appendix 1 and the Call-Off Terms and Conditions.

2.Invoicing Process:

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

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

2.3 The Supplier shall provide an invoice to the Authority for all Goods received and accepted by the Authority each month.

2.4 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.

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; this is a standard commercial process and should show all invoices raised and amounts outstanding.

2.6 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.

2.7 If you have a query regarding an outstanding payment, please contact our Accounts Payable section by email to: [REDACTED]