

Appendix 1**National Microbiology Framework Agreement
Order Form - C257036****FROM**

Authority:	The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency of 10 South Colonnade, Canary Wharf, London, E14 4PU
Invoice address:	Post: United Kingdom Health Security Agency, Financial Operations and Control, Porton Down, Salisbury, Wiltshire, SP4 0JG Email: [REDACTED]
Contract Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Secondary Contact: eg. business operational contact, project manager	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Procurement lead	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: 10 South Colonnade, Canary Wharf, London, E14 4PU
Internal reference (if applicable):	To be quoted on all correspondence relating to this Order Form: C257036

TO

Supplier:	Diasorin Limited, Ashbrook House Westbrook Street, Blewbury, Didcot, Oxfordshire, OX11 9QA Company registration: 01993990
Contract Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Secondary Contact:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED] Name: [REDACTED] Phone: [REDACTED]

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	Email: [REDACTED]
Account Manager:	Name: As per Contract Manager above Phone: E-mail:
Name and address for notices:	Name: [REDACTED] Address: Ashbrook House Westbrook Street, Blewbury, Didcot, Oxfordshire, OX11 9QA

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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 checked="" 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	

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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 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 type="checkbox"/> (only applicable if this box is checked)

1. CONTRACT DETAILS**(1.1) Commencement Date: Shall be date of last signatory.****(1.2) Services Commencement Date (if applicable): Shall be date of last signatory.****(1.3) Contract Price ((i) breakdown and (ii) payment profile):****(1.3) Contract Price (i)**

1.3.1. The maximum value of the Goods that can be ordered under this Contract is Eighty-two thousand, Eight hundred and fifty-eight pounds and twenty-six pence (£82,858.26) excluding VAT and is inclusive of freight and delivery charges to the Authority's nominated Premises and Locations stated within section 2.2 below, or such other location as the Authority informs the Supplier from time to time (the "Contract Price"). For the avoidance of doubt, the Authority is not committed to pay the Contract Price.

1.3.2 Full details of the Contract Price are contained in the Table below.

Serial Number	Location	Machine	Cost 2024/25
2210001148	Bristol	Liaison XL	
2210000471	Birmingham	Liaison XL	
2210005626	Cambridge	Liaison XL	
20342721	Bristol	MAGPIX	
20340722	Bristol	MAGPIX	
20339725	Cambridge	MAGPIX	
20339721	Cambridge	MAGPIX	
Total:			

1.3.3. For the avoidance of doubt there is no commitment from the Authority to order specific volumes under this Contract.

1.3.4 The pricing in Table 1 shall remain fixed until 31st March 2025.

1.4. Contract Price payment profile

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

1.4.2 The Authority will send one or more unique purchase orders ("PO") for either the Premises and Locations for their total requirements.

1.4.3 Any purchase order issued by the Authority in respect of this Contract does not form part of this Contract.

1.4.5 All invoices must be sent to payables@ukhsa.gov.uk quoting a valid PO number.

1.4.6 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.

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1.4.7 In support of a valid invoice the Supplier shall provide to the Authority a certificate of quality for the Goods together with a signed delivery note confirming receipt of the Goods by the Authority at the Authority's nominated Premises and Locations or any other agreed point(s) of delivery.

1.4.8 Any queries regarding an outstanding payment shall be directed to payables@ukhsa.gov.uk

(1.4) Term of Contract:

1.4.1. This Contract shall be deemed to have commenced on the day of last signatory (the "Commencement Date") and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 31 March 2025 (the "Term").

(1.5) Term extension options:

1.5.1. The Authority may extend the contract for the period 1st April 2025 – 31st March 2026 or such shorter period as the Authority may specify in the notice, (the "Extension Period") by giving the Supplier written notice no less than 10 days written notice.

1.5.2 The Authority in accordance with Clause 15.2 of the Call Off Terms and Conditions reserves the right in its absolute discretion to extend the Term by a period of 1 (one) year (i.e. a maximum of two years in total).

Where extension options are exercised the pricing for such extensions shall be indexed at RPI or 3% whichever is the lower. Such pricing reviews will be annual.

2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods / Services:

2.1.1 The specifications of the Goods ("Specifications") are as follows:

Provision of maintenance and servicing of Liaison XL and Luminex Magpix instruments, as outlined in the embedded document below:



46A 2024 UKHSA
Service.pdf

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

Serial Number	Site Contact and Location	Machine
2210000471	<div style="background-color: black; width: 100px; height: 15px;"></div> <div style="background-color: black; width: 200px; height: 15px;"></div> UKHSA Birmingham, Heartlands Hospital, Bordesley Green East,	Liaison XL

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	Birmingham B9 5SS.	
2210005626	<p>[REDACTED] (CAMBRIDGE UNIVERSITY HOSPITALS NHS FOUNDATION TRUST)</p> <p>[REDACTED]</p> <p>UKHSA Cambridge, Box 236 Addenbrooke's Hospital, Hills Road, Cambridge, CB2 0QW</p>	Liaison XL
2210001148	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>UKHSA Bristol, Pathology building Southmead Hospital, Bristol, BS10 5NB</p>	Liaison XL
MAGPX20342721	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>UKHSA Bristol, Pathology building Southmead Hospital, Bristol, BS10 5NB</p>	Luminex Magpix
MAGPX20340722	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>UKHSA Bristol, Pathology building Southmead Hospital, Bristol, BS10 5NB</p>	Luminex Magpix
(2.3) Key personnel of the Supplier to be involved in the Services: Not Used		
(2.4) Performance standards: As set out in the 46A 2024 UKHSA service agreement in box 2.1 above.		
(2.5) Quality standards: As set out in the 46A 2024 UKHSA service agreement in box 2.1 above		
(2.6) Contract monitoring arrangements: As agreed by both parties.		
(2.7) Management information and meetings: As agreed by both parties.		

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

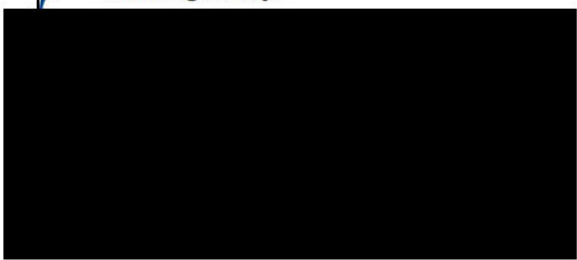
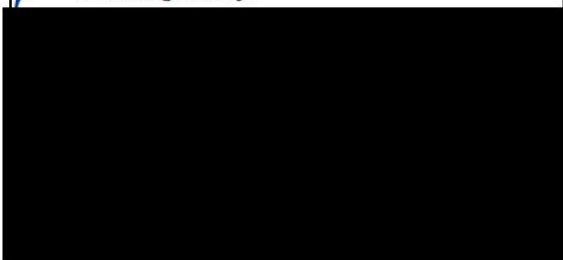
(3.2) Duration that the information shall be deemed Confidential Information:

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.

5. LEASE / LICENSE (if applicable)**(5.1) The Authority is granting the following lease or licence to the Supplier: Not used.**

For and on behalf of the Authority	For and on behalf of the Supplier
DocuSigned by: 	DocuSigned by: 
Date Signed: 26/3/2024	Date Signed: 26/03/24

Annex A

Order Specific Key Provisions

1. Delivery and Risk:

1.1. The Supplier shall deliver the support services to the locations set out in box 2.2 of the Order Form.

1.2. The Supplier will ensure that provision of service support is made in accordance with the terms of this Order Form including Annex A and the Call-Off Terms and Conditions.

2. Invoicing Process:

2.1 Within 10 (ten) Working Days of receipt of the Supplier's countersigned copy of the Contract, the Authority shall send a purchase order ("**PO**") to the Supplier.

2.2 The Supplier must be in receipt of a valid Purchase Order Number before submitting an invoice.

2.3 All invoices must 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 before being submitted for payment.

2.4 UKHSA Billing Address: Accounts Payable; UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG. UKHSA VAT No: [REDACTED]

2.5 All invoices must be sent quoting a valid Purchase Order Number. The Supplier shall provide a current statement of accounts

2.6 To avoid delay in payment the Supplier must provide a compliant invoice that includes, as a minimum, a valid Purchase Order 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 Payment terms are net 30 days from receipt of a compliant invoice.

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