

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: C344849

TO

Supplier:	Cepheid UK Limited Oakley Court, Kingsmead Business Park, Frederick Place, High Wycombe, Buckinghamshire HP11 1JU
Contract Manager:	Name: [REDACTED] E-mail: [REDACTED]

Secondary Contact:	Name: <input type="text"/> E-mail: <input type="text"/>
Name and address for notices:	Name: <input type="text"/> E-mail: <input type="text"/>

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:	(only applicable if one or more boxes are 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"/>	
	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

<p>(1.1) Commencement Date: As of the date of the signature by the Authority within</p>
<p>(1.2) Services Commencement Date (if applicable): TBC</p>
<p>(1.3) Contract Price ((i) breakdown and (ii) payment profile):</p> <p>1.3.1 The total contract value shall be Three Hundred and Ninety-Five Thousand Two Hundred and Eighteen pounds and Eighty-Nine Pence. (£395,218.89) (Excl. VAT) (the “Total Contract Value”).</p> <p>1.3.2 The Total Contract Value is the maximum value of goods/services which can be ordered under this Contract.</p> <p>1.3.3 Payment terms are 30 days.</p> <p>1.3.4 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions)</p> <p>Delivered under Inco Terms DAP to regional airports</p>
<p>(1.4) Term of Contract:</p> <p>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”).</p>
<p>(1.5) Term extension options: N/A</p>

2. GOODS AND/OR SERVICES REQUIREMENTS

2. GOODS AND/OR SERVICES REQUIREMENTS
(2.1) Description of the Goods / Services: [REDACTED], 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: [REDACTED] E-mail: [REDACTED]
(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:

- 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) N/A

(4.1) Personal Data to be processed by the Supplier: In accordance with the Data Protection Protocol.

5. LEASE / LICENSE (if applicable) N/A

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

Signature:

Signature:

For and on behalf of the Authority

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 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 unique purchase order ("PO") number. 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.
- 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; 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

Specification and Delivery addresses

St Lucia Airport

Systems & Accessories :

Part number	Description	List price (excl.VAT)	Discount from list price	Net price (excl.VAT)	Qty	Total Price (excl.VAT)
████████	████████████████████ ████████████████████	████████	████ ████████	████████	████	████████
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Assays :

Part number	Description	Tests / Kit	Price/Test (excl.VAT)	Qty Tests / Year	Net price/ Kit (excl.VAT)	Total Price (excl.VAT)
████████ ████	████████ ████ ████████████████ ████	████	████████	████	████████	████████

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Part number	Description	Tests / Kit	Price/Test (excl.VAT)	Qty Tests / Year	Net price/ Kit (excl.VAT)	Total Price (excl.VAT)
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Collection Devices :

Part number	Description	Devices / Kit	Price (excl.VAT)	Qty Kits / Year	Total Price (excl.VAT)
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Total (excl. GST)	████
GST (20.00%)	████
Total (incl. GST)	████

Jamaica Airport

Note:

CARPHA Laboratory Jamaica

Systems & Accessories :

Part number	Description	List price (excl.VAT)	Discount from list price	Net price (excl.VAT)	Qty	Total Price (excl.VAT)
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Assays :

Part number	Description	Tests / Kit	Price/Test (excl.VAT)	Qty Tests / Year	Net price/ Kit (excl.VAT)	Total Price (excl.VAT)

Page 1 of 2

Part number	Description	Tests / Kit	Price/Test (excl.VAT)	Qty Tests / Year	Net price/ Kit (excl.VAT)	Total Price (excl.VAT)

Collection Devices :

Part number	Description	Devices / Kit	Price (excl.VAT)	Qty Kits / Year	Total Price (excl.VAT)
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Note: Pricing subject to annual price review

Total (excl. GST)	████
GST (20.00%)	████
Total (incl. GST)	████

Montserrat Airport

Systems & Accessories :

Part number	Description	List price (excl.VAT)	Discount from list price	Net price (excl.VAT)	Qty	Total Price (excl.VAT)
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Collection Devices :

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Total (excl. GST)	██████
GST (20.00%)	██████
Total (incl. GST)	██████

Trinidad Airport

Systems & Accessories :

Part number	Description	List price (excl.VAT)	Discount from list price	Net price (excl.VAT)	Qty	Total Price (excl.VAT)
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Total (excl. GST)	██████
GST (20.00%)	██████
Total (incl. GST)	██████

Airport/Port Delivery address	UKHSA Primary Contact	Consignee Address/Final delivery address	Customs Agent/Handling
Piarco International Airport Golden Grove Rd, Piarco	██████████████████ ██████████████	██████████ ██████████████████ ██████████████████ ██████████████ ██████████ ██████████████ ██████████████ ██████████████ ██████████████ ██████ ██████████████ ██████████ ██████████████	██████████████ ██████████████████ ██████████ ██████████ ██████████████ ██████ ██████████████████ ██████████████████ ██████████████████ ██████████ ██████████ ██████████

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

Caribbean Public Health Agency (CARPHA)

16-18 Jamaica Boulevard,
Federation Park, Port of Spain,
Trinidad & Tobago

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