

**National Microbiology Framework Agreement Order Form Contract C97925 Beckman
Coulter UK Limited**

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: Accounts Payable, UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG. VAT No: GB888851648 Email: [REDACTED]
Contract Manager:	Contract Manager Name: [REDACTED] E-mail: [REDACTED]
Secondary Contact: eg. business operational contact, project manager	[REDACTED]
Procurement lead	Name: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: UK Health Security Agency Nobel House, 17 Smith Square, London SW1P 3HX E-mail: [REDACTED]

TO

Supplier:	Beckman Coulter United Kingdom Limited Oakley Court, Kingsmead Business Park, London Road High Wycombe HP11 1JU Registered in England no. 00640961
Account Manager, Contract Manager & Name and address for notices:	Name: [REDACTED] Job Title: [REDACTED] Oakley Court, Kingsmead Business Park, London Road High Wycombe HP11 1JU E-mail: [REDACTED] Phone: [REDACTED]
Secondary Contact:	Name: [REDACTED] Job Title: [REDACTED] – [REDACTED] Oakley Court, Kingsmead Business Park, London Road High Wycombe HP11 1JU E-mail: [REDACTED]

	Phone: [REDACTED] Name: [REDACTED] Job Title: [REDACTED] Oakley Court, Kingsmead Business Park, London Road High Wycombe HP11 1JU Email: [REDACTED] Phone: [REDACTED]
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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"/> <input type="checkbox"/> (only applicable if this box is checked)
Appendix C	Optional Additional Call-off Terms and Conditions for Maintenance Services	(only applicable if this box is checked)
Appendix D	Optional Additional Call-off Terms and Conditions for Bespoke Research, Development and Manufacturing Requirements	(only applicable if this box is checked and to the extent the applicable terms are included in Annex A (Order Specific Key Provisions)) <input type="checkbox"/>
Appendix E	Optional Additional Call-off Terms and Conditions for Reagent Rental	(only applicable if this box is checked)
Appendix F	Optional Additional Call-off Terms and Conditions for Managed Equipment Services	(only applicable if this box is checked)
Appendix G	Optional Additional Call-off Terms and Conditions for Clinical Laboratory Diagnostic Testing Services	(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	x
8.	Authority step-in rights	<input type="checkbox"/>
9.	Guarantee	<input type="checkbox"/>
10.	Termination for convenience	x
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	x
17.	Expert Determination	x
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	x
22.	Buffer stock requirements	<input type="checkbox"/>

	23. Modern slavery	X	
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.			X

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

15 September 2022

1.2 Services Commencement Date (if applicable):**1.3 Contract Price:**

The maximum value of the Goods that can be ordered under this Contract is seven hundred and seventy one thousand, six hundred and fifty two pounds and twenty four pence (£771,652.24) 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**"). Full details of the Contract Price and maximum requirements are contained in the Table 1a in Clause 1.3.1 of this Order Form. For the avoidance of doubt, the Authority is not committed to pay the Contract Price.

1.3.1 Contract Price breakdown:

The Authority requires, and the Supplier shall provide, the products in Table 1a within this Clause. The Authority reserves the right, at its sole discretion, to order the products in Table 1a (Maximum Requirements) below and will raise a purchase order, if required, of any amount up to the total amount during Contract Term.

For avoidance of doubt, the Authority is not committed to the Maximum Requirements and may order quantities of the products as required, which may vary from the quantities listed in the Table 1a below.

Table 1a: Maximum Requirements

Product Description	Product Code	Unit Size	Price per unit (Valid until 31 st March 2023)	Estimated Maximum units required	Maximum Total Cost (Exclusive of VAT)
1025 µL, sterile fltrd, 480 tips	B85955	480 tips per case	£1,600.00	1	£1,600.00
190 µL, Sterile fltrd, 960 tips	B85911	960 tips per case	£1,600.00	1	£1,600.00
50 µL, Sterile fltrd, 960 tips	B85888	960 tips per case	£1,600.00	1	£1,600.00
Quarter Reservoir	372790	48	£1,600.00	1	£1,600.00
Quarter Reservoir divided by length	372788	48	£1,600.00	1	£1,600.00
Biomek Span-8 P250 Tips, Sterile	379502	960 tips per case	£1,600.00	1	£1,600.00
Biomek AP96 P250 Tips, Sterile	717252	960 tips per case	£1,600.00	1	£1,600.00
Biomek Tips P20 Sterile	717255	960 tips per case	£1,600.00	1	£1,600.00
Biomek Tips P20 Span-8 Sterile	379505	960 tips per case	£1,600.00	1	£1,600.00

Biomek NXP/FXP P50 Non-sterile non-conductive pipette Tips for AP96 Multichannel Heads	A21578	960 tips per case			
Biomek AP96 P20 non sterile tips, 96 tips/tip box, and 10 tip boxes/case (960 tips).	717254	960 tips per case			
CleanSEQ Dye-Terminator Removal Kit, 50 mL	A29154	50ml			
Ampure beads XP - 5ml - Genomics	A63880	1 Unit 5ml			
A63881 : AMPure XP, 60 mL	A63881	1 Unit 60ml			
AMPure XP - 450 ml	A63882	1 Unit 450ml			
Shipping and delivery allowance for multiple deliveries - [REDACTED] per delivery					
Maximum Contract Price					£ 771,652.24

1.4. Contract Price payment profile

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

1.4.2 In accordance with clause 2.6.1 of this Contract the Authority will send one or more unique purchase orders (“PO”) for either the Premises and Locations initial requirements or their total requirements. For the avoidance of doubt, the aggregate PO values shall not exceed the maximum Contract Price.

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

1.4.4 The Supplier shall provide 1 (one) invoice per PO to the Authority for Goods delivered against the relevant PO.

1.4.5 All invoices must be sent to [REDACTED] 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.

1.4.7 In support of a valid invoice the Supplier shall provide to the Authority 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 [REDACTED]

1.4.9 The Authority shall have the right to audit Supplier stock at any time on not less than 5 (five)

Business Days' notice. The parties shall be responsible their own expenses or costs that occur as part of any of these audits.

1.5 Term of Contract:

1.5.1 This Contract shall commence on 15 September 2022 (“**Commencement Date**”) and shall, subject to this Clause 1.5 and unless terminated earlier in accordance with its terms, expire on 31st March 2023 (the “**Term**”).

1.5.2 The Authority may terminate this Contract for convenience at any time, in whole or in part, during the Term pursuant to clause 10 (Termination for convenience) of Appendix H (Further Optional Additional Call-off Terms and Conditions) of this Contract provided the Authority issues, in writing, a Termination Notice at least 30 (thirty) days in advance.

1.5.3 Should the Authority terminate this Contract during the Term in accordance with Clause 10.1 of Appendix H, then there shall be no termination sum payable by the Authority to the Supplier.

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:**

Product Description	Code	Unit Size	Typical Lead Times after receipt of PO
1025 µL, sterile fltrd, 480 tips	B85955	480 tips	3 weeks
190 µL, Sterile fltrd, 960 tips	B85911	960 tips	3 weeks
50 µL, Sterile fltrd, 960 tips	B85888	960 tips	3 weeks
Quarter Reservoir	372790	48	3 weeks
Quarter Rservoir divided by length	372788	48	3 weeks
Biomek Span-8 P250 Tips, Sterile	379502	960 tips	3 weeks
Biomek AP96 P250 Tips, Sterile	717252	960 tips	3 weeks
Biomek Tips P20 Sterile	717255	960 tips	3 weeks
Biomek Tips P20 Span-8 Sterile	379505	960 tips	3 weeks
Biomek NXP/FXP P50 Non-sterile non-conductive pipette Tips for AP96 Multichannel Heads	A21578	960 tips	3 weeks
Biomek AP96 P20 non sterile tips, 96 tips/tip box, and 10 tip boxes/case (960 tips).	717254	960 tips	3 weeks
CleanSEQ Dye-Terminator Removal Kit, 50 mL	A29154	50ML	3 weeks
Ampure beads XP - 5ml	A63880	1 Unit -5ml	3 weeks
A63881 : AMPure XP, 60 mL	A63881	1 Unit – 60ml	3 weeks
AMPure XP - 450 ml	A63882	1 Unit – 450ml	3 weeks

2.2 Premises and Location(s) at which the Goods are to be delivered:**2.2.1 The Supplier shall deliver the Goods to the required Premises and Locations as specified in the relevant PO. The Authority’s authorised site contact (“Site Contact”) details and address for the Premises and Locations are as detailed below:**

Site	Site Contact(s)	Address
Birmingham	<div style="background-color: black; width: 150px; height: 20px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 150px; height: 20px; margin-bottom: 5px;"></div> <div>Tel: <div style="background-color: black; width: 80px; height: 20px; display: inline-block;"></div></div>	UKHSA Birmingham Pathology Heartlands Hospital Bordesley Green East Bordesley Green Birmingham B9 5SS

Bristol	[REDACTED] Tel: [REDACTED]	UKHSA Pathology Building (Phase 2) Southmead Hospital Bristol BS10 5NB
Manchester	[REDACTED] Tel: [REDACTED]	UKHSA Manchester Manchester Medical Microbiology Partnership Clinical Sciences Buildings Manchester University NHS Foundation Trust Oxford Road, Manchester, M13 9WL
Colindale	[REDACTED] Tel: [REDACTED]	UKHSA, 61 Colindale Avenue London NW9 5EQ
Leeds	[REDACTED] Tel: [REDACTED]	Department of Microbiology, Old Medical School, Leeds General Infirmary, Leeds LS1 3EX

2.2.2 All planned deliveries need to be pre-advised to the Authority's relevant Site Contact stated in clause 2.2.1 above at least 48 hours prior to shipping.

2.2.3 The Supplier shall provide the following data when notifying the Site Contact:

- (a) Supplier name;
- (b) Authority's PO number;
- (c) Item reference, Supplier's part code, description, quantity, batch number, storage requirements and barcode;
- (d) Item / pallet / carton reference for multi-pallet / carton shipments; and
- (e) Full detailed despatch / pack list at item level and any special instructions originally entered for Authority's Order (e.g. project).

2.2.4 The Site Contact will confirm, where applicable:

- (a) Booking reference number;
- (b) Date and time of delivery slot (where applicable); and
- (c) Delivery address.

2.2.5 Delivery of the Goods shall be considered to have occurred when the Site Contact or other authorised representative of the Authority at the Authority's relevant Premises and Locations has signed the delivery note confirming receipt.

2.2.6 Risk will pass to the Authority on the Goods in accordance with clause 2 (Delivery of the Goods and passing of risk and ownership of the Goods) of the Call Off Terms and Conditions.

2.2.7 The Goods return conditions will be as follows:

- (a) The Supplier is responsible for collecting the Goods.
- (b) The Supplier is responsible for the costs of returning/collecting the Goods.

2.2.8 Warranty:

- (a) The Supplier shall provide a minimum of 12 (twelve) months warranty on all products which shall commence from the date of delivery.
- (b) In the event that Goods are deemed to be Defective Goods by the Authority, the Authority, at its sole discretion, shall provide a written request or written notice to requiring, and the Supplier shall: (a) refund of the price of such Goods; or (b) replacement Goods.

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

Name: [REDACTED]

[REDACTED]
 Oakley Court, Kingsmead Business Park, London Road
 High Wycombe HP11 1JU

E-mail: [REDACTED]

Phone: [REDACTED]

Name: [REDACTED]

E-mail: [REDACTED]

Phone: [REDACTED]

2.4 Performance standards:

- Timely delivery of the Goods in accordance with Clause 2.6 of this Order Form.
- Quality of Goods i.e. Goods to meet Specifications as stated in section 2.1 above.
- Proof of delivery supplied with each invoice.
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2.5 Quality standards:

The Supplier shall maintain the following ISO accreditations throughout the Term of the Contract:

- ISO9001:2015 as per Annex B
- Biomek pipette tip certification, as per Annex B

2.6 Contract monitoring arrangements:

2.6.1 As stated in clause 1.4.2. of this Contract, during the Term the Authority shall issue POs for the requirements of the Premises and Locations and the Supplier shall deliver the required Goods within the Typical Lead Times as stated in clause 2.1.1, Table 1 above. In the event the Supplier cannot fulfil the PO requirements then any proposed reduction in quantities to be delivered or delays shall be agreed with the Authority's Contract Manager.

2.6.2 The Supplier shall monitor the supply chain closely and will contact the Authority if the Supplier becomes aware of any disruptions the Supplier believes could impact on the delivery of the Goods.

2.6.3 At least once per month, as stated in clause 2.7 the Authority unless otherwise agreed, will hold a meeting with the Supplier to discuss the Contract.

(2.7) Management information and meetings:

2.7.1 The Parties as stated in clause 2.6.3 shall meet on a monthly basis. At such meetings:

- (i) The Authority shall review stock levels at each of the Premises and Locations with a view to placing further POs for additional Goods.

- (ii) The Supplier shall provide data on deliveries that are scheduled to take place within the next calendar month for each Premises and Location or any other agreed point(s) of delivery, where applicable
- (iii) Issues relating to future deliveries of the Goods and any issues incurred in the month immediately prior to such meeting;
- (iv) Delivery schedules,
- (v) Invoicing,
- (vi) Overview of any innovation, product performance/enhancement, service redesign and horizon plans,
- (vii) Supplier input/issues on Contract performance, and
- (viii) Discuss such other matters as the parties may consider appropriate.

2.7.2 The Supplier shall provide to the Authority, on a monthly basis, 2 (two) Business Days prior to each meeting, a management report in the same or similar format as Appendix C – Management Information Reporting together with any other pertinent information.

2.7.3 The Supplier shall attend such other ad hoc formal and informal meetings as maybe requested by the Authority from time to time.

2.7.4 At the Authority's request, within five (5) Business Days of such request, the Supplier shall provide such management information to the Authority as the Authority may reasonably request from time to time.

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:

Refer to Appendix A, Schedule 3 Information and Data Provisions of the Framework Agreement.

4. DATA PROCESSING (if applicable)


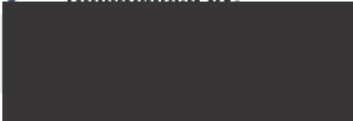


4.1 Personal Data to be processed by the Supplier:

The Supplier shall Process Personal Data under or in connection with this Contract in accordance with the Data Protection Protocol as supplied by the Authority to the Supplier as part of this Order Form (if any).

5. LEASE / LICENSE (if applicable)

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

Not applicable.

Signed by: For and on behalf of the Authority		Signed by: For and on behalf of the Supplier	
DocuSigned by: 		DocuSigned by: 	
Full Name: 		Full Name: 	
Job Title/Role: 			
Date Signed: 26 September 2022		Date Signed: 26th September, 2022	

Appendix A

Order Specific Key Provisions

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.

Appendix B

ISO Certification



ISO9001.pdf

Biomek Pipette Tip Certification



Biomek Tip
Bio-certifications Flyer

Appendix C – Management Information Report Template

