

Appendix 1
National Microbiology Framework Agreement Order Form
Reference C245330
Roche Diagnostics Limited

FROM

Authority:	The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency 10 South Colonnade, London, E14 4PU (the "Authority").
Invoice address:	Post: UK Health Security Agency, 10 South Colonnade, London, E14 4PU Email: payables@ukhsa.gov.uk
Contract Manager:	Name: Shabnam Jamarani E-mail: Shabnam.Jamarani@ukhsa.gov.uk
Secondary Contact: eg. business operational contact, project manager	Name: Shabnam Jamarani E-mail: Shabnam.Jamarani@ukhsa.gov.uk
Procurement lead	Name: Mantas Lukos E-mail: Mantas.Lukos@ukhsa.gov.uk
Name and address for notices:	Name: Ainsley Ritchie Email: Ainsley.ritchie@ukhsa.gov.uk Address: UK Health Security Agency, 10 South Colonnade, London, E14 4PU
Internal reference (if applicable):	C245330

TO

Supplier:	Roche Diagnostics Limited, Roche House, Charles Avenue, Burgess Hill, West Sussex, RH15 9RY Registration number 571546 (the "Supplier")
Contract Manager:	Name: [REDACTED] E-mail: [REDACTED]
Secondary Contact:	Name: [REDACTED] E-mail: [REDACTED]
Account Manager:	Name: [REDACTED]

National Microbiology Framework

Schedule 7 - Ordering Procedure, Award Criteria and Order

	E-mail: [REDACTED]
Name and address for notices:	Name: Roche Diagnostics Limited Address: Roche House, Charles Avenue, Burgess Hill, West Sussex, RH15 9RY

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	<p>Further Optional Additional Call-off Terms and Conditions</p> <p>Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked:</p> <table border="1"> <tr> <td>1. TUPE applies at the commencement of the provision of Services</td><td><input type="checkbox"/></td></tr> <tr> <td>2. TUPE on exit</td><td><input type="checkbox"/></td></tr> <tr> <td>3. Different levels and/or types of insurance</td><td><input type="checkbox"/></td></tr> <tr> <td>4. Induction training for Services</td><td><input type="checkbox"/></td></tr> <tr> <td>5. Further Authority obligations</td><td><input type="checkbox"/></td></tr> </table>	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)
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 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 type="checkbox"/> (only applicable if this box is checked)

1. CONTRACT DETAILS

(1.1) Commencement Date: The date of the last signature on this Order Form.

(1.2) Services Commencement Date (if applicable): To be agreed after site survey from Supplier

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

Breakdown of Goods Price

This Price is for the sale of 2 (two) MagNA Pure 96 as further described in section 2.1.

Product code: 6541089001

Unit Price : £112,455 (excl VAT)

Total Price: £224,910.00 (excl VAT).

Price is inclusive of :

Delivery to the Site

1 day initial user training on site for up to 4 member of the Authority's staff

Installation (subject to the prerequisites listed in point 2.1 of the Order Form).

1 year warranty as further described in section 2.1

Together the "Services"

Price is exclusive of :

VAT

Installation Qualification (IQ)

Operational; Qualification (OQ)

Validation which is the Authority's responsibility

Uninterrupted Power Supply (UPS)

Instrument Trolley

Pre installation works

Payment Profile

Payment on Good Delivery- the Risk of the Goods transfers at the point of Delivery.

Ownership of the Goods transfers upon receipt of full payment

Goods to be stored in accordance to Supplier's instructions so as not to void the warranty

(1.4) Term of Contract: This contract shall be deemed to have commenced on the date of the last person to sign this order form.

The contract Term will end upon Goods’ acceptance by the Authority after installation.

(1.5) Term extension options: N/A

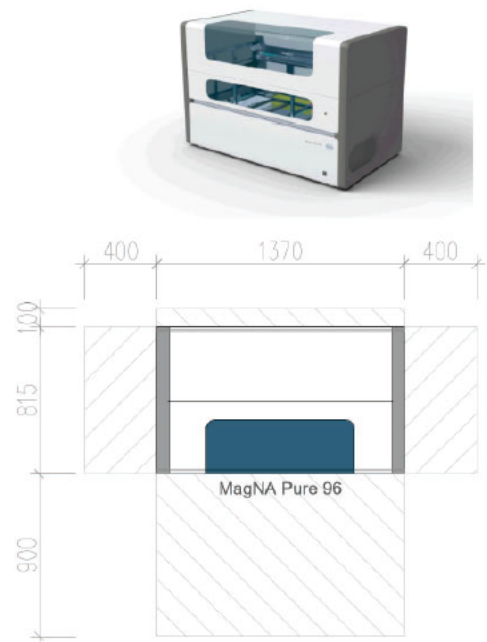
2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods / Services:

2.1.1 Goods: Two Roche Magna Pure 96 Instruments as listed in section (1.3).

MagNA Pure 96
Instrument Specification

Specification	
Weight	235 kg
Length	1370 mm
Width	815 mm
Height	1000 mm
Noise Output	≤60 dB
Heat Output	4200 kJ/h
Power	13A mains
Load	~450 VA



Prerequisites

- Relative Humidity max. 80% at 32 °C (no condensation) min. 30% at +15°C to +32°C
- Ambient Room Temperature 15 - 32°C
- Enough space to allow for installation of the Goods
- Power supply

2.1.2 Warranty:

a) The warranty period for the Goods shall be 12 months from the date of commissioning or 14 months from the date of delivery, whichever date is the sooner (the “Goods Warranty Period”).
b) Subject to point c) below, Supplier shall, at its sole option, repair or replace the defective Goods or refund the price of the defective Goods in full during the Goods Warranty Period provided Supplier is notified in writing within a reasonable time of discovery that some or all of the Goods do not comply with their published specification and that Supplier is given reasonable opportunity to examine the Goods. Should Supplier elect to repair the defective Goods, the Authority shall grant Supplier a reasonable period for repairing the defects and cooperate with Supplier, as

appropriate. The repair or replacement of defective Goods shall not extend the Goods Warranty Period.

c) The Supplier shall not be liable for the failure of the Goods to comply with its published specification where:

- (i) the defect has arisen due to the Authority's failure to follow Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods;
- (ii) the Authority alters or repairs such Goods without the written consent of Supplier; and/or
- (iii) the defect arises as a result of fair wear and tear, willful damage, negligence, abnormal working conditions or any act or omission not caused by the Supplier; and/or (iv) the Authority uses, or has used, reagents or consumables on the Goods that are manufactured by a third party that is not the Supplier without the prior written authorisation of the Supplier.

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

61 Colindale Avenue
London
GB
NW9 5EQ

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

Name: [REDACTED]

Address: Roche House, Charles Avenue, Burgess Hill, West Sussex, RH15 9RY

Email - [REDACTED]
[REDACTED]

(2.4) Performance standards:

- The Supplier shall deliver the Goods according to section 1,3. and good industry standards.

(2.5) Quality standards:

- N/A

(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 Price

- Goods Specifications

- 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 license to the Supplier:

N/A

Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer acting on
<div></div>	
Date Signed: 20.02.2024	Date Signed: 21/2/2024