

**National Microbiology Framework Agreement
Order Form
Reference C342245
Promega 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 10 South Colonnade, London, E14 4PU (the "Authority").
Invoice address:	Post: UK Health Security Agency, 10 South Colonnade, London, E14 4PU Email: [REDACTED]
Contract Manager:	Name: [REDACTED] E-mail: [REDACTED]
Secondary Contact: eg. business operational contact, project manager	Name: [REDACTED] E-mail: [REDACTED]
Procurement lead	Name: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Email: [REDACTED] Address: UK Health Security Agency, 10 South Colonnade, London, E14 4PU
Internal reference (if applicable):	C342245

TO

Supplier:	Promega UK Limited
Contract Manager:	Name: [REDACTED] E-mail: [REDACTED]
Secondary Contact:	Name: [REDACTED] E-mail: [REDACTED]
Account Manager:	

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

	Name: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: 2 Benham Road, Chilworth, Southampton, Hampshire, SO16 7QJ

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	<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"/>											

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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 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 checked="" 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:

Contract will commence once both parties sign the contract.

(1.2) Services Commencement Date (if applicable):

N/A

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

£17,928.20 (excl VAT)

Confidential Quote 255731-0

Promega

Start Date:

29/11/2024

Expiration Date:

28/02/2025

Revision:

0

Currency:

Pound sterling

UK Health Security Agency

London,

United Kingdom

Phone:

Email:

Promega UK Ltd

Phone: +44 23 8071 7314

I am pleased to submit the following quotation. If you have any questions, please don't hesitate to contact me.

Item #	Product Description	Qty.	List Price	Disc %	Customer Price
GM3500	GloMax(R) Explorer Fully Loaded Model	1			
	Freight Charges	1			

Standard shipping charges will be applied to all shipments, unless otherwise agreed.

Any orders including both instrumentation & reagents will be subject to freight charge, unless otherwise agreed.

Delivery is approximately 2 weeks from receipt of PO. For a 2024 delivery the PO needs to be received by 10th December 2024 and the GloMax will be shipped by 18th December 2024.

The GloMax comes with a 1 year standard warranty, this can be upgraded to a premier warranty. The GloMax is plug and play, if required, you may wish to purchase an Installation and Operation Qualification. Please speak to your account manager for more details on warranties and IQ/OQ.

Prices shown exclude VAT and are based on the purchase of minimum quantities, as detailed in the product description table, where applicable. Pricing will be re-evaluated upon expiration date, pending completion of purchase requirements. All prices and specifications are subject to change without prior notice. Discount percent will remain applicable up to the expiration date of this quote. Terms are subject to credit approval.

Promega's standard terms and conditions of sale apply to all orders received. Terms and conditions are available online at <https://www.promega.co.uk/legal/terms-and-conditions>.

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<p>(1.4) Term of Contract: The contract will commence once both parties have signed the contract and end once the Instrument has been successfully delivered to the premises.</p> <p>Promega guarantees that if a PO is sent to them by the 14th of March, they will deliver the instrument by the 31st of March 2025. Funding for this item is available only for the financial year 2024/25 and if the goods are delivered after 31st March 2025 funding will no longer be available and the order shall be cancelled at no cost to the UKHSA.</p>
<p>(1.5) Term extension options: N/A</p>

2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods / Services: Promega UK Limited quotation as listed in section (1.3).

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

61 Colindale Avenue, London, NW9 5EQ

(2.3) Key personnel of the Supplier to be involved in the Goods / Services:**Name:** [REDACTED]**Address:** 2 Benham Road, Chilworth, Southampton, Hampshire, SO16 7QJ**Email -** [REDACTED]**(2.4) Performance standards:**

- The supplier shall deliver the service according to the Quotation as set out in section 1,3.and good industry standards.

(2.5) Quality standards:

- The supplier shall meet the quality standards as set out in the National Microbiology Framework Terms and Conditions.

(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:

N/A

4. DATA PROCESSING (if applicable)**(4.1) Personal Data to be processed by the Supplier:**

In accordance with the Data Protection Protocol.

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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 behalf of
<div></div>	