

**Appendix 1**

**National Microbiology Framework Agreement  
Order Form**

**FROM**

<b>Authority:</b>	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").
<b>Invoice address:</b>	All invoices must be sent, quoting a valid purchase order number (PO Number), to: <a href="mailto:payables@ukhsa.gov.uk">payables@ukhsa.gov.uk</a>  UKHSA Billing Address: Accounts Payable. UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG  UKHSA VAT No: GB888851648
<b>Contract Manager:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Secondary Contact: eg. business operational contact, project manager</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Procurement lead</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Name and address for notices:</b>	Name: [REDACTED] Address: UK Health Security Agency 10 South Colonnade Canary Wharf London E14 4PU
<b>Internal reference (if applicable):</b>	To be quoted on all correspondence relating to this Order Form: C403379

**TO**

<b>Supplier:</b>	CEPHEID UK LIMITED Unit 4 Blythe Valley Innovation Centre,
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National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

	<p>Central Boulevard,                  Blythe Valley Business Park,                  Solihull,                  United Kingdom,                  B90 8AJ</p> <p>Company number: 04422108</p>
<b>Contract Manager:</b>	<p>Name: [REDACTED]                  Phone: [REDACTED]                  E-mail: [REDACTED]</p>
<b>Secondary Contact:</b>	<p>Name: [REDACTED]                  Phone: [REDACTED]                  E-mail: [REDACTED]</p>
<b>Account Manager:</b>	<p>Name: [REDACTED]                  Phone: [REDACTED]                  E-mail: [REDACTED]</p>
<b>Name and address for notices:</b>	<p>Name: [REDACTED]                  Address: Unit 4 Blythe Valley Innovation Centre,                  Central Boulevard,                  Blythe Valley Business Park,                  Solihull,                  United Kingdom,                  B90 8AJ</p>

**Applicable terms and conditions**

The following terms and conditions are applicable to the Contract for this Order:

<b>Appendix A</b>	Call-off Terms and Conditions for the Supply of Goods and the Provision of Services	<b>Applicable to this Contract</b>	
<b>Appendix B</b>	Optional Additional Call-off Terms and Conditions for Installation and Commissioning Services	<input type="checkbox"/> (only applicable if this box is checked)	
<b>Appendix C</b>	Optional Additional Call-off Terms and Conditions for Maintenance Services	<input type="checkbox"/> (only applicable if this box is checked)	
<b>Appendix D</b>	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))	
<b>Appendix E</b>	Optional Additional Call-off Terms and Conditions for Reagent Rental	<input type="checkbox"/> (only applicable if this box is checked)	
<b>Appendix F</b>	Optional Additional Call-off Terms and Conditions for Managed Equipment Services	<input type="checkbox"/> (only applicable if this box is checked)	
<b>Appendix G</b>	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))	
<b>Appendix H</b>	Further Optional Additional Call-off Terms and Conditions	<b>(only applicable if one or more boxes are checked)</b>	
	Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is 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"/>		

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

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

<b>1. CONTRACT DETAILS</b>														
<p><b>(1.1) Commencement Date:</b> The Contract shall commence on the date of signature by the Authority.</p>														
<p><b>(1.2) Services Commencement Date (if applicable):</b></p>														
<p><b>(1.3) Contract Price ((i) breakdown and (ii) payment profile):</b></p> <p>1.3.1. The maximum value of the Goods that can be ordered under this Contract is £46,045.80 (Forty-six thousand forty-five pounds and eighty pence) only (excluding VAT). (the “Contract Price”).</p> <p>1.3.2. Full details of the Contract Price are contained in Table 1. For the avoidance of doubt, the Authority is not required to order Goods up to the full Contract Price.</p> <p><b>Table 1</b></p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 15%;">Part number</th> <th style="width: 30%;">Description</th> <th style="width: 20%;">Net price (excl. VAT)</th> <th style="width: 10%;">Qty</th> <th style="width: 25%;">Total Price (excl. VAT)</th> </tr> </thead> <tbody> <tr> <td>GXXVI4ADD-10C</td> <td>GENEXPERT 10C 4-MODULE ADD-ON W SWKIT</td> <td style="background-color: black; color: black;">[REDACTED]</td> <td style="background-color: black; color: black;">[REDACTED]</td> <td style="text-align: right;">£46,045.80</td> </tr> </tbody> </table>					Part number	Description	Net price (excl. VAT)	Qty	Total Price (excl. VAT)	GXXVI4ADD-10C	GENEXPERT 10C 4-MODULE ADD-ON W SWKIT	[REDACTED]	[REDACTED]	£46,045.80
Part number	Description	Net price (excl. VAT)	Qty	Total Price (excl. VAT)										
GXXVI4ADD-10C	GENEXPERT 10C 4-MODULE ADD-ON W SWKIT	[REDACTED]	[REDACTED]	£46,045.80										
<p><b>(1.4) Term of Contract:</b></p> <p>1.4.1. The Contract shall commence on the date the Order Form is signed by the Authority (the “<b>Commencement Date</b>”) and shall, unless extended, in accordance with its terms, expire on 31st March 2026 (the “<b>Term</b>”).</p>														
<p><b>(1.5) Term extension options:</b> None</p>														

<b>2. GOODS AND/OR SERVICES REQUIREMENTS</b>
<p><b>(2.1) Description of the Goods / Services:</b></p> <p>2.1.1. The Supplier shall provide the Authority with eight additional 10C modules for GX16:18 (SN: [REDACTED] and relocate the system from the Wythenshawe MFT site to the Manchester Royal Infirmary MFT site. The Supplier shall be responsible for the installation, validation, and commissioning of the goods in accordance with the manufacturer’s guidance and good industry practice in accordance quote Q-75558.</p>

2.1.2 The Goods must be delivered within 30 (thirty) Working Day.

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

2.2.1 The Goods shall be delivered by the Supplier in accordance with the following instructions:

a) The Goods shall be delivered to the Authority at the following address (“**Premises and Location**”):

Site Address	Delivery Contact	Email and Contact Number
Manchester Royal Infirmary Manchester University NHS FT Oxford Road Manchester M13 9LW United Kingdom	Name: 	

Manchester Royal Infirmary Manchester University NHS FT Oxford Road Manchester M13 9LW United Kingdom

2.2.2. All planned deliveries shall be pre-advised by the Supplier to the Authority’s primary delivery contact stated in Table 1 (the “Delivery Contact”) at least 2 (two) Business Days prior to attendance.

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

- a. Supplier name;
- b. Authority’s PO Number

2.2.4. The Delivery Contact will confirm:

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

2.2.5. Delivery of the Goods shall be considered to have occurred when the Delivery Contact (or other authorised representative of the Authority) at the Authority’s nominated Premises and Location has signed the Supplier’s delivery note confirming receipt.

2.2.6. The Supplier shall carry out deliveries within the ordinary working hours of a Business Day at the Premises and Location on the date specified on the PO unless otherwise agreed with the relevant Delivery Contact.

**(2.3) Key personnel of the Supplier to be involved in the Goods / Services:** Not applicable

**(2.4) Performance standards:**

2.4.1 The Supplier shall ensure the Goods conform and perform to the level of the Supplier’s manufactured specifications.

2.4.2 Proof of delivery of the Goods are to be supplied with each invoice.

2.4.3. The Supplier shall provide a Certificate of Analysis for all Goods delivered under this Contract. The Certificate shall confirm compliance with the agreed quality standards, specifications, and regulatory requirements.

**(2.5) Quality standards:**

2.5.1 The supplier shall follow the quality standards and as set out in the Annex B and follow good industry practices.

2.5.2 If the Goods are deemed to be Defective Goods by the Authority, the Authority, at its sole discretion, shall provide a written notice to the Supplier in accordance with Schedule 2, Clause 3 of the Call-Off Terms and Conditions.

2.5.3. Return Conditions:

2.5.3.1. For Rejected Goods:

- a. The Supplier is responsible for collecting the Rejected Goods.
  - b. The Supplier is responsible for the costs of returning/collecting the Rejected Goods.
- 2.5.3.2 Return Conditions shall be in accordance with Schedule 2 - Clause 3 (Inspection, rejection, return and recall of the Goods) of the Call Off Terms and Conditions

2.5.4. The Supplier shall repair or replace any defective Goods, For the avoidance of doubt, the Warranty Period shall be twelve (12) months from the date the Goods are accepted by the Authority. The total warranty period shall cover all parts, labour and travel required due to any breakdown.

**(2.6) Contract monitoring arrangements:**

2.6.1. The Authority's Contract Manager and the Supplier's Contract Manager shall meet as and when required to discuss the Supplier's performance and other matters connected to the delivery of the Contract (unless otherwise notified by the Authority).

**(2.7) Management information and meetings:**

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

2.7.2. Examples of management information that can be requested, but not limited to, are:

- Compliance to processes: Delivery and invoicing processes as stated in Annex A of this Order Form.
- Quantity of Goods delivered against the relevant PO (including deliveries in excess and shortfall of the quantity ordered).
- Quality of delivery of the Goods in accordance with the Call Off Terms and Conditions and this Contract (including delivery presentation, presented in such a way that it can be unloaded safely and in a ready for use condition, and damaged Goods).
- Timely and accurate administration (including booking/amending delivery times, POs and invoices, delivery advice notes and labels being in accordance with the Call Off Terms and Conditions and this Contract).

**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 Staff.
- 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 applicable

For and on behalf of the Authority

For and on behalf of the Supplier

Date Signed: 11/12/2025

Date Signed: 10/12/2025

## **Annex A**

### **Order Specific Key Provisions**

#### **1. Ordering Procedure**

1.1. The Authority may, but shall not be obliged to, provide the Supplier with POs for Goods up to, but not cumulatively exceeding the Contract Price.

1.2. The Supplier shall as part and parcel of the delivery of the Goods provide to the Authority any relevant technical information, quality standard, testing and validation information, and any handling and storage information.

1.3. The Goods shall be inspected by the Authority within 5 working days of delivery. The Supplier warrants that any Goods that are shown to fail the Specification in accordance with clause 3.2 and/or 3.6 of the Call-Off Terms and Conditions, within the expiry date required for the Goods, are either replaced or, where the Authority no longer requires replacement Goods in accordance with clause 3.5 of the Call-Off Terms and Conditions the Authority, receives full credit for the Rejected Goods, except for where the defect is the result of the Authority's act or omission.

#### **2. Invoicing Terms**

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

2.2. Following signature of the contract by both Parties, the Authority will send a unique PO number. The Supplier must be in receipt of a valid PO number before submitting an invoice.

2.2. The Supplier shall provide an invoice to the Authority for all Goods delivered to the Authority.

2.3. All invoices must be sent for approval and shall include the proof of delivery to the Authority's designated finance mailbox e-mail: [payables@ukhsa.gov.uk](mailto:payables@ukhsa.gov.uk) and their agreed representative before being submitted for payment.

2.4. The Supplier shall provide compliant invoices that include, 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.

2.5. In support of Goods delivered, the Supplier shall provide to the Authority a signed delivery note confirming receipt of the Goods at the Authority's nominated Premises and Locations.

2.6. Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to: [payables@ukhsa.gov.uk](mailto:payables@ukhsa.gov.uk).

2.7. The Supplier shall provide a current statement of accounts on a quarterly basis; this is a standard commercial process and should show all invoices raised and amounts outstanding.

**Annex B**

