

Appendix 1
National Microbiology Framework Agreement
Order Form – Reference C126835
Becton Dickinson Ltd.

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: The UK Health Security Agency, Nobel House, 17 Smith Square, London, SW1P 3JR Email: [REDACTED]
Contract Manager:	Name: [REDACTED] [REDACTED]
Secondary Contact: business operational contact, project manager	Name: [REDACTED] [REDACTED]
Procurement lead	Name: [REDACTED] [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: UK Health Security Agency, Windsor House, 50 Victoria Street, London, SW1H 0TL
Internal reference (if applicable):	UKHSA CRE-ID 4161 C126835

TO

Supplier:	Becton Dickinson 1030 Eskdale Road, Winnersh Triangle, Wokingham, Berkshire, England, RG41 5TS
Contract Manager:	Name: [REDACTED] [REDACTED]
Secondary Contact:	Name: [REDACTED] [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: Becton Dickinson 1030 Eskdale Road, Winnersh Triangle, Wokingham, Berkshire, England, RG41 5TS

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 checked="" 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:	
	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 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 checked="" type="checkbox"/>

1. CONTRACT DETAILS
(1.1) Commencement Date: 26 th January, 2023
(1.2) Services Commencement Date (if applicable): 26 th January, 2023
<p>(1.3) Contract Price ((i) breakdown and (ii) payment profile):</p> <p>1.3.1 The total contract value shall be forty three thousand and forty pounds and zero pence (£43,040) (Excl. VAT) (the “Total Contract Value”).</p> <p>1.3.2 The Total Contract value comprises of the provision, delivery and installation of an MGIT instrument at the Colindale site.</p> <p>1.3.3 Following execution of this Contract, the Authority shall submit to the Supplier a purchase order for the Total Contract Value (the “Purchase Order”). The Purchase Order shall be for the Goods/Services specified in Appendix 1 (the “Goods/Services”).</p> <p>1.3.4 For the avoidance of doubt, the Authority is not committed to pay the Total Contract Value.</p> <p>1.3.5 Only orders placed directly by the Authority are binding under this Contract.</p> <p>1.3.6 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions), including the provision of quarterly consolidated invoices.</p> <p>1.3.7 Payment terms are net 30 days in arrears from the date the Authority receives valid consolidated invoices in accordance with this Contract.</p> <p>1.3.8 The Purchase Orders issued by the Authority in respect of this Agreement do not form part of this Agreement.</p>
<p>(1.4) Term of Contract:</p> <p>1.4.1 This Contract shall be deemed to have commenced on 26th January, 2023 (the “Commencement Date”) and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 28th February, 2023 (the “Term”).</p> <p>1.4.2 The Authority may terminate the Contract for convenience at any time pursuant to clause 10 (Termination for convenience) of Appendix H (Further Optional Additional Call-off Terms and Conditions) of this Contract provided the Authority gives the Supplier not less than 90 days written notice.</p>
<p>(1.5) Term extension options:</p> <p>1.5.1 N/A</p>
2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods/Service:

2.1.1 This contract covers the provision, delivery and installation of the equipment which is provided as per the specification below.

Product Code	Description	Net Price by Each ex. VAT	Minimum Sales Unit	Net price by Minimum Sales Unit ex. VAT	VAT %
445870			EA / 1		20.00
			EA / 1		20.00

The BD BACTEC™ MGIT™ 960 system is for high-volume mycobacteria growth, detection and susceptibility testing and is designed to meet the needs of medium- and high-volume laboratories.

Tube placement

The system automatically directs tube placement and indicates positives with both a visual and an audible signal as they occur.

Nonradiometric technology

The system uses BACTEC™ MGIT™ mycobacterial growth indicator tubes and patented sensors, which efficiently leverage advanced fluorometric technology to facilitate highly accurate detection of O2 consumption without sharps.

Quality control

The system continuously performs automated quality control to ensure precise and reliable operation and provides results as positive/negative and numerical growth units.

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

2.2.1 The supplier shall deliver the Goods at the Premises and Location(s) detailed in Annex 1

2.2.2 All planned visits shall be pre-advised by the Supplier to the Authority's primary delivery contact

stated below (individually or collectively be known as the "Delivery Contact") at least 48 hours prior to attendance:

2.2.3 Primary delivery contact: [REDACTED]

E-mail: [REDACTED]

2.2.4 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 location has signed the delivery note confirming receipt.

2.2.5 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.

2.2.6 Warranty:

(a) 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 Services:

Contact Name: [REDACTED]
[REDACTED]

(2.4) Performance standards:

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

2.4.2 Performance of the delivery of the Goods shall be monitored in accordance with section 2.6 below.

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

(2.5) Quality Standards & Warranty:

The Supplier shall ensure that the Goods meet quality assurance standards as appropriate and only where specified in the Supplier's product documentation applicable to the Goods. The equipment comes with a 12 month warranty as per Appendix 2.

(2.5.1) Return Conditions:

N/A

(2.6) Contract monitoring arrangements:

2.6.1 The Authority Contract Manager (or their delegate) and the Supplier Contract Manager shall meet Monthly (or such other frequency as reasonably requested by the Authority) and no less than quarterly (unless otherwise notified by the Authority) to discuss the Supplier's performance and other matters connected to the delivery of the Contract.

(2.7) Management information and meetings:

2.7.1 At the Authority's request, within five (5) Working Days of such request, the Supplier shall provide such management information to the Authority as the Authority may reasonably request from time to time (including without limit any information about the Supplier's supply chain and its compliance in relation to sustainability requirements).

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3. CONFIDENTIAL INFORMATION (if applicable)

(3.1) The following information shall be deemed Confidential Information:

3.1.1 Supplier pricing.

3.1.2 Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Supplier representatives

3.1.3 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:

3.2.1 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:

N/A

Signed for and on behalf of the Authority:



Signed for and on behalf of the Supplier:
Date Signed: 27 Jan 2023



Date Signed: 25 Jan 2023

Annex A

Order Specific Key Provisions

1. Delivery and Risk:

- 1.1. The Supplier shall deliver the Services to the location set out in Annex 1 of this order form.
- 1.2. The Supplier will ensure that the provision of the Services is made in accordance with the terms of this Order Form including all Annexes, Appendices the Call-Off Terms and Conditions.

2. Invoicing Process:

- 2.1 Payment terms are net 30 days from receipt of a valid quarterly 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 Notwithstanding submission of the Purchase Order to the Supplier, the Authority is only committed to purchasing such quantities of the Services as it orders in accordance with this paragraph 2; and submission of the Purchase Order to the Supplier shall not constitute commitment on behalf of the Authority to purchase Services up to the full Contract Price.
- 2.4 The Supplier shall provide a consolidated quarterly invoice to the Authority for all Services received and accepted by the Authority each quarter.
- 2.5 All invoices should be sent for approval and must include the proof of delivery to the Authority's designated finance mailbox e-mail: [REDACTED] and their agreed representative (to be confirmed at first Supplier meeting) before being submitted for payment.
- 2.6 All invoices must be sent quoting a valid purchase order number. 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.
- 2.7 To avoid delay in payment the Supplier shall provide compliant invoices 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.
- 2.8 If you have a query regarding an outstanding payment, please contact our Accounts Payable section by email to: [REDACTED]

Annex 1

Delivery Location

**Food, Water and Environment
61 Colindale Avenue
London
NW9 5EQ**

For the

[REDACTED]

[REDACTED]

Annex 2
Warranty information for BD MGIT Instrument.

BD Care

Level Three Service Contract

Comprehensive next day service plan assures instrument performance and safeguards the availability of essential systems. A market-leading package that includes preventative maintenance visits and kits, laser insurance, routine software updates and upgrades, and the provision of a loan workstation, if required. After three years, the workstation computer is automatically replaced, ensuring the system remains fast and can run the latest acquisition software, which is also included in the plan. This high level service plan is suited to all systems including heavily utilised critical equipment in clinical laboratories, CROs, core facilities and other laboratories involved in time-sensitive work.

Basic features

- Technical support centre – Qualified technical team providing telephone, email and remote support (where applicable) intended to find solutions quickly and to ensure our Field Service Representative is well prepared for a site visit
- Preventative maintenance visits – On-site visit by our Field Service Representative, who will perform a systematic inspection, detection and correction of potential failures, replacing parts from the maintenance kit and replacing other worn parts as a preventative measure
- On-site repair labour and travel – Covers labour and travel costs should a Field Service Representative site visit be necessary
- Software update – Software is maintained to the latest revision via updates (remotely or at next planned on-site visit). Updates include bug fixes, minor user interface changes, and minor functional improvements
- Service update – System hardware is maintained to the latest revision
- Service and laser parts – All spare parts and lasers are included as necessary to return the piece of equipment to working condition. Field Service Representatives carry optimised stock with them designed to fix more than 80% of faults
- Remote access support – Remote monitoring of equipment technical status and in-depth troubleshooting through a secured internet connection offering faster issue resolution
- Loan workstation – If your workstation breaks down, a loan workstation will be provided to get you operational as quickly as possible

Additional features not included at Level One or Two

- Software upgrade – Software is upgraded when a major new version becomes available
- Computer hardware upgrade – After three years on a continuous service contract the computer will be upgraded to the latest model compatible with your system
- Day +1 response time (on-site)