

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

## Appendix 1

**National Microbiology Framework Agreement  
Order Form  
Contract Reference C166412**

**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 of Nobel House, 17 Smith Square, London, SW1P 3HX (the "Authority")
<b>Invoice address:</b>	Address: The UK Health Security Agency, Nobel House, Smith Square, London, SW1P 3JR Email: [REDACTED]
<b>Contract Manager:</b>	Name: [REDACTED] E-mail: [REDACTED]
<b>Secondary Contact: e.g. business operational contact, project manager</b>	Name: [REDACTED] E-mail: [REDACTED]
<b>Procurement lead</b>	Name: [REDACTED] E-mail: [REDACTED]
<b>Name and address for notices:</b>	Name: [REDACTED]  Address: UK Health Security Agency, Nobel House, 17 Smith Square, London, SW1P 3HX
<b>Internal reference (if applicable):</b>	CRE-ID 4235

**TO**

<b>Supplier:</b>	Qiagen UK Limited
<b>Contract Manager:</b>	Name: [REDACTED] Email: [REDACTED]
<b>Secondary Contact:</b>	Name: [REDACTED] Email: [REDACTED]
<b>Account Manager:</b>	Name: [REDACTED] Email: [REDACTED]

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<b>Name and address for notices:</b>	<div></div> <div>Citylabs 2.0 Hathersage Road</div> <div>Manchester, England</div> <div>M13 0BH</div>
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**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 checked="" 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	(only applicable if one or more boxes are checked)
	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	
	2. TUPE on exit	
	3. Different levels and/or types of insurance	
	4. Induction training for Services	
	5. Further Authority obligations	

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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 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 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)

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<b>1. CONTRACT DETAILS</b>
<b>(1.1) Commencement Date:</b> 1st April 2023
<b>(1.2) Services Commencement Date (if applicable):</b> 1st April 2023
<p><b>(1.3) Contract Price ((i) breakdown and (ii) payment profile):</b></p> <p>1.3.1. The total contract value shall be five hundred and twenty two thousand, six hundred and eighty four pounds, and twenty pence (£522,684.20 Excl. VAT) only (the "Total Contract Value")</p> <p>1.3.2. This comprises of the servicing and maintenance for Qiagen equipment located UKHSA wide.</p> <p>1.3.3 Only orders placed directly by the Authority are binding under this Contract .</p> <p>1.3.4 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions).</p> <p>1.3.5 Payment terms are net 30 days in arrears from the date the Authority receives valid invoices in accordance with this Contract.</p> <p>1.3.6 The Purchase Orders issued by the Authority in respect of this Agreement do not form part of this Agreement.</p>
<p><b>(1.4) Term of Contract:</b></p> <p>1.4.1 This Contract shall commence on the 1st April 2023 (the "Commencement Date") and shall expire on the 31<sup>st</sup> March 2024 (the "Term").</p>
<p><b>(1.5) Term extension options:</b></p> <p>No extension options</p>

<b>2. GOODS AND/OR SERVICES REQUIREMENTS</b>
<p><b>(2.1) Description of the services:</b></p> <p>This Contract covers the servicing and maintenance of the Qiagen equipment assets located at UKHSA sites detailed in Appendix 1.</p> <p>2.1.1 The services shall be supplied in accordance with the following specifications (the "Specifications") as set out by the manufacturer:</p> <p><u>Full Service cover</u></p>



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Service level	Preventive Subscription	Basic Service	Full Service	Premium Service
Repair visits (labor, travel)		✓	✓	✓
Repair parts coverage		✓	✓	✓
Preventive Maintenance/Inspection Service	✓	✓	✓	✓
Software updates	✓	✓	✓	✓
Remote service <sup>1</sup>	-	-	✓	✓
Technical phone support				
Standard hours	✓	✓	✓	✓
24/7 hotline*	-	-	-	✓
Response time	-			
Loaner equipment	-			

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

The Supplier shall deliver the services to the Laboratories as detailed below:

UKHSA Birmingham	UKHSA Birmingham Pathology Heartlands Hospital Bordesley Green East Bordesley Green Birmingham B9 5SS
UKHSA Bristol	UKHSA Pathology Building (Phase 2) Southmead Hospital Bristol BS10 5NB
UKHSA Cambridge	UKHSA Cambridge Box 236 Cambridge University Hospitals NHS Foundation Trust Cambridge Biomedical Campus Hills Road Cambridge CB2 0QQ
UKHSA Centre for Emergency Preparedness and Response – Porton Down	Manor Farm Rd Porton Down Salisbury SP4 0JG
UKHSA Centre for Infection - Colindale	UKHSA, 61 Colindale Avenue London NW9 5EQ

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UKHSA Manchester	UKHSA Manchester Manchester Medical Microbiology Partnership Clinical Sciences Buildings Manchester University NHS Foundation Trust Oxford Road, Manchester, M13 9WL
UKHSA Radiation Protection – Didcot	UKHSA Harwell Campus Didcot Oxford OX11 0RQ
The Food and Environment Research Agency (FERA) – York	UKHSA FW&E Laboratory Food and Environmental Research Agency Sand Hutton York YO41 1LZ
UKHSA Leeds	UKHSA Microbiology Leeds General Infirmary Old Medical School Thoresby Place Leeds LS1 3EX

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

Name:

E-mail:

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

- Supplier name;
- Authority's Order Number;
- Item reference, description and quantity;
- and
- Any special instructions originally entered for Authority's Order (e.g. project).

2.2.5 The Delivery Contact will confirm:

- Booking reference number;
- Date and time of service (where applicable); and
- Delivery address.

2.2.6 Delivery of the Services shall be considered to have occurred when the Delivery Contact or other authorised representative of the Authority at the Authority's nominated location has agreed that the service has been carried out to the supplier's specification and has signed the delivery note to confirm acceptance.

2.2.7 The Authority may at any time move equipment between Laboratory sites, remove, substitute or add equipment to the contract. The Authority shall provide the Supplier with as much

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notice of equipment moves as possible and, in any event, not less than 10 days' notice.

**(2.3) Key personnel of the Supplier to be involved in the services:**

Name: [REDACTED]

Email: [REDACTED]

**(2.4) Performance standards:**

- The Supplier shall deliver the Services to good industry standards.
- Timely delivery of the Services in accordance with section 2.6 below.
- Quality of Services i.e. Services to meet Specifications as stated in section 2.1 & 2.5.
- Proof of delivery of the Services to be supplied with each quarterly consolidated invoice.

**(2.5) Quality standards:**

The Supplier shall maintain and repair the equipment to the level of the Supplier's manufactured specifications as sold by the Supplier to the Authority. The equipment must meet the laboratories ISO standard UKAS ISO 15189 "Medical Laboratories" accreditation at all times.

**(2.6) Contract monitoring arrangements:**

The Authority Contract Manager (or their delegate) and the Supplier Contract Managers 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 ('MI') 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). The request for management information may include:

Performance and key performance indicators to be reported by the Supplier including:

- List of current equipment (the "Asset Register");
- Schedule of the equipment for Planned Maintenance in the forthcoming month;
- Schedule of the completed equipment Planned Maintenance;
- Number of service call outs received with reference to associated equipment serial number;
- Equipment performance reviewed including levels of equipment break down;
- Review of time to fix rate resolution
- Details of callouts by location, including root cause analysis; and repairs carried out at each site.



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**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:**

For a period of three (3) years after the expiry or earlier termination of this Contract unless otherwise agreed in writing by the Parties.

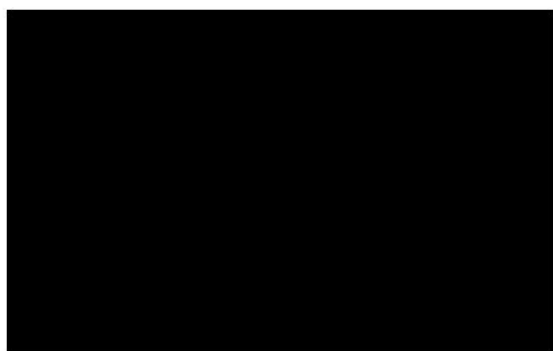
**4. DATA PROCESSING (if applicable)****(4.1) Personal Data to be processed by the Supplier:**

In accordance with the Data Protection Protocol.

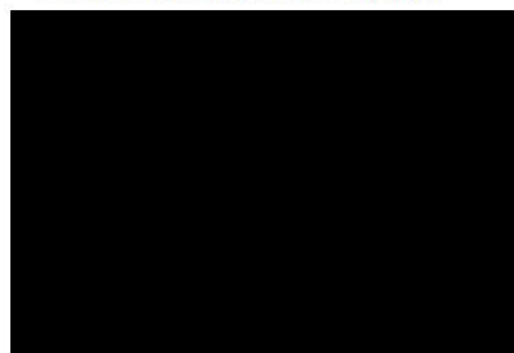
**5. LEASE / LICENSE (if applicable)****(5.1) The Authority is granting the following lease or licence to the Supplier:**

Not applicable.

**Signature**  
**For and on behalf of the Authority**



**Signature**  
**For and on behalf of the Supplier**



## **Annex A**

### **Order Specific Key Provisions**

#### **1.Delivery and Risk:**

1.1. The Supplier shall deliver the services to the locations set out in section 2.2 of the Order Form.

1.2. The Supplier will ensure that provision of the services are made in accordance with the terms of this Order Form including Annex A, Annex 1 and the Call-Off Terms and Conditions.

#### **2.Invoicing Process:**

2.1 Payment terms are net 30 days from receipt of a valid 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 ("the **PO**") number for each location listed in this contract. The Supplier must be in receipt of valid PO numbers before submitting an invoice.

2.3 The Supplier shall provide an invoice to the Authority for all services to be provided and accepted by the Authority.

2.4 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.

2.5 All invoices must be sent quoting a valid purchase order number. The Supplier shall provide a current statement of accounts on a monthly basis; this is a standard commercial process and should show all invoices raised and amounts outstanding.

2.6 To avoid delay in payment it is important that the Supplier provides a compliant invoice that includes, as a minimum, valid PO numbers, 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.

2.7 If you have a query regarding an outstanding payment, please contact our Accounts Payable section by email to [REDACTED]

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**Annex 1 - List of sites, equipment, serial numbers contract period and costs**

Organization Name	Instrument Group	Serial Number		Cost per asset (£)
UKHSA Birmingham	QIAgility	A060504		
UKHSA Birmingham	QIAgility	3740		
UKHSA Birmingham	QS SP	7168		
UKHSA Bristol	PyroMark	1918		
UKHSA Bristol	QIAgility	Q070902		
UKHSA Bristol	QIAgility	Q070905		
UKHSA Bristol	QS SP	37156		
UKHSA Bristol	QS AS	8919		
UKHSA Bristol	NeuMoDx	96000011		
UKHSA Bristol	NeuMoDx	23000037		
Pathology & microbiology	QS AS	9133		
Pathology & microbiology	QS SP	37097		
UKHSA Cambridge	QS SP	35491		
UKHSA Cambridge	QS AS	8995		
UKHSA Cambridge	QIAxcel Adv	32316		
UKHSA Cambridge	RGQ	R0618321		
UKHSA Cambridge	EZ1	L146A1276		
UKHSA Cambridge	QIAgility	Q070930		
UKHSA Cambridge	QIAgility	Q030918		
UKHSA Cambridge	QIAgility	Q070927		
UKHSA Cambridge	QIAgility	Q070928		
UKHSA Cambridge	QIAgility	Q070932		
UKHSA Cambridge	QIAgility	20493		

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UKHSA Cambridge	QIAgility	20570			
UKHSA Cambridge	QS AS	8102			
UKHSA Cambridge	QS AS	8444			
UKHSA Cambridge	QS SP	14605			
UKHSA Cambridge	QS SP	7233			
UKHSA Cambridge	RGQ	R0113104			
UKHSA Cambridge	RGQ	R1011150			
UKHSA Cambridge	RGQ	R0915305			
UKHSA Cambridge	RGQ	R1015309			
UKHSA Cambridge	RGQ	R1011153			
UKHSA Cambridge	RGQ	R1011155			
UKHSA Cambridge	RGQ	R1011134			
UKHSA Cambridge	RGQ	R1011148			
UKHSA Cambridge	RGQ	R1011154			
UKHSA Cambridge	RGQ	R0920348			
UKHSA Cambridge	RGQ	R0920338			
UKHSA Cambridge	RGQ	R0920330			
UKHSA Cambridge	RGQ	R0118310			
UKHSA Cambridge	RGQ	R0118312			
UKHSA Centre for Emergency Preparedness and Response - Porton Down	EZ1	L153A1577			
UKHSA Centre for Emergency Preparedness and Response - Porton Down	QIAgility	Q030909			

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UKHSA Centre for Emergency Preparedness and Response - Porton Down	QIAgility	4691			
UKHSA Centre for Emergency Preparedness and Response - Porton Down	QIAgility	4690			
UKHSA Centre for Emergency Preparedness and Response - Porton Down	QIAgility	20494			
UKHSA Centre for Emergency Preparedness and Response - Porton Down	QIAgility	26601			
UKHSA Centre for Emergency Preparedness and Response - Porton Down	QIAgility	25386			
UKHSA Centre for Infection	NeuMoDx	96000050			
UKHSA Centre for Infection	QIAgility	Q030940			
UKHSA Centre for Infection	QIAxcel	5123			
UKHSA Centre for Infection	QIAxcel Adv	31686			
UKHSA Centre for Infection	QS SP	34144			
UKHSA Centre for Infection	QS SP	34120			
UKHSA Centre for Infection	QS SP	14922			
UKHSA Centre for Infection	RGQ	R0510217			
UKHSA Centre for Infection	RGQ	R0114122			
UKHSA Centre for Infection	RGQ	R0611159			
UKHSA Centre for Infection	RGQ	R1214123			
UKHSA Centre for Infection	RGQ	R1116381			



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UKHSA Centre for Infection	RGQ	R1116386		
UKHSA Centre for Infection	RGQ	R0713308		
UKHSA Centre for Infection	RGQ	R0312212		
UKHSA Centre for Infection	RGQ	R0312213		
UKHSA Centre for Infection	RGQ	R0312214		
UKHSA Centre for Infection	RGQ	R0312215		
UKHSA Centre for Infection	RGQ	R0716333		
UKHSA Centre for Infection	EZ1	L181A2072		
UKHSA Centre for Infection	QS SP	11938		
UKHSA Centre for Infection	QS SP	35463		
UKHSA Centre for Infection	QS SP	14420		
UKHSA Centre for Infection	QS SP	7256		
UKHSA Centre for Infection	QS SP	35931		
UKHSA Centre for Infection	QS SP	37111		
UKHSA Centre for Infection	BioRobot	4029		
UKHSA Centre for Infection	QS SP	7169		
UKHSA Centre for Infection	RGQ	R0118311		
UKHSA Centre for Infection	RGQ	R0118313		
UKHSA Centre for Infection	RGQ	R0118314		
UKHSA Centre for Infection	RGQ	R1121110		
UKHSA Centre for Infection	RGQ	R1121127		
UKHSA Centre for Infection		37946		
UKHSA Manchester	BioRobot	14531		
UKHSA Manchester	BioRobot	7110		

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UKHSA Manchester	BioRobot	7472		
UKHSA Manchester	QIAgility	7992		
UKHSA Manchester	QS SP	7103		
UKHSA Manchester	QS SP	7219		
UKHSA Manchester	QS AS	8918		
UKHSA Radiation Protection	PyroMark	Q1612007		
UKHSA Radiation Protection	QIAcube	5563		
UKHSA Radiation Protection	QIAgility	Q090920		
UKHSA Radiation Protection	RGQ	R0710173		
UKHSA Radiation Protection	RGQ	R0811124		
The Food and Environment Research Agency (FERA)	EZ1	L181A2074		
UKHSA Leeds	QIAcube HT	3588		
UKHSA Leeds	QIAgility	7313		
UKHSA Leeds	QIAgility	Q070903		

Site#	Organization Name	Physical City	
1	UKHSA Birmingham	BIRMINGHAM	
2	UKHSA Bristol	BRISTOL	
3	UKHSA Cambridge	CAMBRIDGE	
4	UKHSA Centre for Emergency Preparedness and Response	SALISBURY	
5	UKHSA Centre for Infection	LONDON	
6	UKHSA Manchester	Manchester	
7	UKHSA Radiation Protection	Didcot	
8	The Food and Environment Research Agency (FERA)	YORK	
9	UKHSA Leeds	LEEDS	