

Appendix 1

**National Microbiology Framework Agreement
Order Form
Contract Reference
C246778**

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 5EA (the “ Authority ”)
Invoice address:	Address: The UK Health Security Agency, 10 South Colonnade, London, E14 5EA Email: [REDACTED]
Contract Manager:	Name: [REDACTED] E-mail: [REDACTED]
Secondary Contact: e.g. business operational contact, project manager	Name: [REDACTED] E-mail: [REDACTED]
Procurement lead	Name: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: UK Health Security Agency, 10 South Colonnade, London, E14 5EA
Internal reference (if applicable):	CRE-ID SCI0337

TO

Supplier:	Qiagen Limited Citylabs 2.0 Hathersage Road, Manchester, England, M13 0BH Registered in England no. 02858916
Contract Manager:	Name: [REDACTED] Job Title: [REDACTED] Phone: [REDACTED] Email: [REDACTED]
Secondary Contact:	Name: E-mail:

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

Account Manager:	Name: [REDACTED] Job Title: [REDACTED] Email: [REDACTED] Phone: [REDACTED]
Name and address for notices:	FAO – Dominique Huxham Qiagen Limited Citylabs 2.0 Hathersage Road Manchester England M13 0BH

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

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	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	

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 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)

1. CONTRACT DETAILS
(1.1) Commencement Date: 19 th February 2024
(1.2) Services Commencement Date (if applicable): Not applicable
<p>(1.3) Contract Price ((i) breakdown and (ii) payment profile):</p> <p>The total contract value shall be Thirty-nine thousand, three hundred and eight pounds, and fifteen pence only (£39,308.15 Excl. VAT) (the "Total Contract Value") Full details of the Contract Price are contained in Annex 1 of this Order Form. For the avoidance of doubt, the Authority is not committed to pay the Contract Price.</p> <p>1.3.2. This contract comprises of the Provision of a Digital PCR platform.</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 In accordance with clause 2.6.1 of this Contract the Authority will send a unique purchase order ("PO") for the Location's initial requirements or their total requirements. For the avoidance of doubt, the aggregate PO values shall not exceed the maximum Contract Price.</p> <p>1.3.7 The Purchase Order issued by the Authority in respect of this Agreement do not form part of this Agreement.</p> <p>1.3.8 The Supplier shall provide an invoice to the Authority for Goods delivered against the relevant PO.</p> <p>1.3.9 All invoices must be sent to payables@ukhsa.gov.uk quoting a valid PO number.</p> <p>1.3.10 To avoid delay in payment it is important that the Supplier provides a compliant invoice 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.</p> <p>1.3.11 In support of a valid invoice the Supplier shall provide to the Authority a signed delivery note confirming receipt of the Goods by the Authority at the Authority's nominated Premises and Locations or any other agreed point(s) of delivery.</p> <p>1.3.12 Any queries regarding an outstanding payment shall be directed to payables@ukhsa.gov.uk.</p>

(1.4) Term of Contract:

1.4.1 This Contract shall commence on the 19th February 2024 (the “**Commencement Date**”) and shall expire on the 31st March 2024 (the “**Term**”).

(1.5) Term extension options:

Not applicable - no extension options included

2. GOODS AND/OR SERVICES REQUIREMENTS (2.1) Description of the Goods and Installation:

This Contract covers the provision of a Digital PCR platform.

2.1.1 The Goods shall be supplied in accordance with the following specifications (the “Specifications”) as set out by the manufacturer:

One-plate digital PCR instrument for detecting up to 5 fluorescent dyes, notebook computer, Nanoplate Roller, USB flash memory, and QIAcuity Software Suite: includes installation, training.

Specification	QIAcuity One
Plates processed	1
Sample throughput (per 8-hour shift)	Up to 384 (96-well) Up to 96 (24-well)
Time-to-result	Approximately 2 hours
Detection channels (multiplexing)	Up to
Dimensions (W x D x H)	38 x 65 x 45 cm

Product Description	Product Code	Price per Product (£)
QIAcuity One 5plex [REDACTED]	911032	[REDACTED]
Installation and training		
1 year warranty (Includes repair visits (labour and travel), full repair part coverage, technical phone support [REDACTED] (excluding bank holidays) and one preventive maintenance visit)		[REDACTED]

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

2.2.1 The Supplier shall deliver the Goods to the required Location as specified in the relevant PO. The Authority's authorised site contact (“Site Contact”) details and address for the Location are as detailed below:

Site	Site Contact(s)	Address
Porton Down	Name: [REDACTED] Tel: [REDACTED]	UKHSA Porton Down, Manor Farm, Porton Down Salisbury, Wiltshire, SP4 0JG

2.2.2 The Supplier shall ensure that all products are labelled with product description, part number, and

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

barcode.

2.2.3 All planned deliveries shall be pre-advised by the Supplier to the Authority's primary delivery contact stated below (individually or collectively be known as the "Delivery Site Contact") at least 48 hours prior to shipping.

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

- Supplier name;
- Authority's Order Number;
- Item reference, Supplier's part code, description and quantity;
- Item / pallet / carton reference for multi-pallet / carton shipments; and
- Any special instructions originally entered for Authority's Order (e.g. project).

2.2.5 The Delivery Site Contact will confirm, where applicable:

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

2.2.6 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 agreed that the delivery has been carried out to the supplier's specification and has signed the delivery note to confirm acceptance.

2.2.6.1 The Supplier shall inform the Authority of any requests, made directly to the Supplier, by the Delivery Location, to vary the delivery and the Authority will approve or reject such requests.

2.2.6.2 The Parties reserve the right to modify the above process, by written agreement of both Parties, as necessary during the Term of this Contract

2.2.7 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.

2.2.8 The Supplier shall carry out delivery within the ordinary working hours at the delivery location on the date specified.

2.2.9 The Supplier shall ensure delivery and invoicing of the goods/services takes place after the Contract commencement date and prior to the end of the Term (31st March 2024).

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

Name: [REDACTED]

Email: [REDACTED]

(2.4) Performance standards:

2.4.1 The Supplier shall ensure the quality of goods conform and perform to the Specification.

2.4.2 Timely delivery of the Goods in accordance with section 2.5 below. The estimated lead time to the UK is 7-10 working days from receipt of purchase order.

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

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

(2.5) Quality standards:

2.5.1 In the event that 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 3.6 of the Call-Off Terms and Conditions.

(2.5.2) Return Conditions:

For Goods that do not meet the quality and performance standards The Return Conditions will be as follows:

- The Supplier is responsible for collecting the Goods.
- The Supplier is responsible for the costs of returning/collecting the Goods.
- 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

(2.6) Contract monitoring arrangements:

2.6.1 The Authority Contract Manager and Supplier Contract Manager may meet to discuss the Supplier's performance and other matters connected to the delivery of the Contract (unless otherwise requested by the Authority).

(2.7) Management information and meetings:

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:

- Quality of delivery in accordance with the Contract
- Timely and accurate administration (including booking/amending delivery times and Orders and invoices, delivery advice notes and labels being in accordance with the requirements of the Contract)

3. CONFIDENTIAL INFORMATION (if applicable)

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

Pricing and individual contact details.

(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:

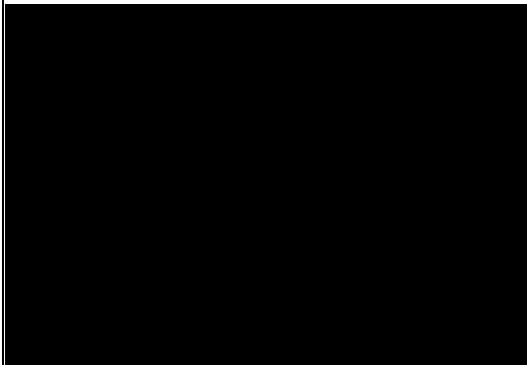
In accordance with the Data Protection Protocol.

5. LEASE / LICENSE (if applicable)

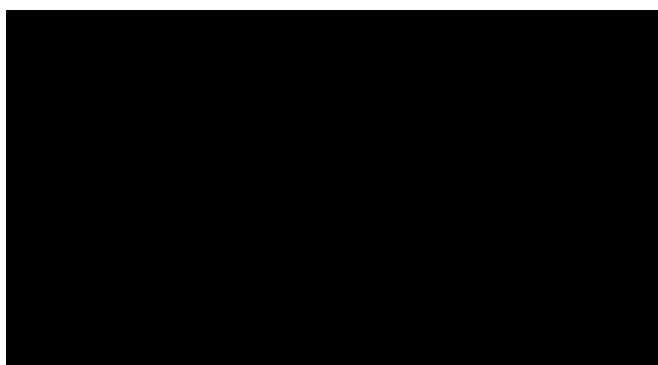
(5.1) The Authority is granting the following lease or licence to the Supplier:

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 goods to the locations set out in section 2.2 of the Order Form.

1.2. The Supplier will ensure that provision of the goods 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 Following countersignature of the Contract, the Authority will issue a unique individual purchase order ("the **PO**") number. The Supplier must be in receipt of a valid PO number before submitting an invoice.

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 before being submitted for payment.

2.6 To avoid delay in payment it is important that the Supplier provides a compliant invoice 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.

2.7 If you have a query regarding an outstanding payment, please contact our Accounts

Payable section by email to: [REDACTED]

Annex 1 – Goods Information and Pricing

Equipment Specification	QIAcuity One
Plates processed	1
Sample throughput (per 8-hour shift)	Up to 384 (96-well) Up to 96 (24-well)
Time-to-result	Approximately 2 hours
Detection channels (multiplexing)	Up to
Dimensions (W x D x H)	38 x 65 x 45 cm

Table 1

Product Description	Product Code	Price per Product (£)
QIAcuity One 5plex [REDACTED]	911032	[REDACTED]
Installation and training		[REDACTED]
1 year warranty on labour, travel, and parts including preventive maintenance visit		