

**National Microbiology Framework Agreement  
Order Form  
Reference C199146  
Becton Dickinson UK Limited**

**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 10 South Colonnade, London, E14 4PU (the <b>"Authority"</b> ).
<b>Invoice address:</b>	Post: The UK Health Security Agency, 10 South Colonnade, London, E14 4PU Email: [REDACTED]
<b>Contract Manager:</b>	Name: [REDACTED] E-mail: [REDACTED]
<b>Secondary Contact: Business Owner</b>	Name: [REDACTED] E-mail: [REDACTED]
<b>Procurement lead</b>	Name: [REDACTED] E-mail: [REDACTED]
<b>Name and address for notices:</b>	Name: [REDACTED] Email: [REDACTED]  Address: UK Health Security Agency, 10 South Colonnade, London, E14 4PU
<b>Internal reference (if applicable):</b>	CRE ID 4274

**TO:**

<b>Supplier:</b>	Becton Dickinson UK Limited, Building 1030, Eskdale Road, Winnersh Triangle, RG41 5TS, Berkshire (the <b>"Supplier"</b> )
<b>Contract Manager:</b>	Name: [REDACTED] Phone: [REDACTED] Email: [REDACTED]

<b>Secondary Contact:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Account Manager:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Name and address for notices:</b>	Name: [REDACTED] Address: Becton Dickinson UK Limited, Building 1030, Eskdale Road, Winnersh Triangle, Wokingham, Berkshire, RG41 5TS E-mail: [REDACTED]

**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 checked="" 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 Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked:	(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"/>
	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 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"/>	
	24. 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:** As per the date of UKHSA signature within this document.

**(1.2) Services Commencement Date (if applicable):**

N/A

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

1.3.1 The total contract value shall be twenty-six thousand, three hundred and forty-nine pounds only (£26,349.00) (Excl. VAT) (the **"Total Contract Value"**). This contract covers the period from date of UKHSA signature to 15<sup>th</sup> November 2023.

1.3.2 The Total Contract Value is the maximum value of goods which can be ordered under this Contract.

1.3.3 Payment terms are net 30 days in arrears from the date the Authority receives valid consolidated invoices in accordance with this Contract.

1.3.4 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions)

**(1.4) Term of Contract:**

1.4.1 This Contract shall be deemed to have commenced on date of UKHSA signature (the **"Commencement Date"**) and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 15<sup>th</sup> November 2023 (the **"Term"**).

**(1.5) Term extension options:**

N/A

**2. GOODS AND/OR SERVICES REQUIREMENTS**

**(2.1) Description of the Goods / Services:**

The specification of the Goods/Services (the **"Specification"**) is as set out in this Clause 2.1.

2.1.1 This contract covers the purchase and installation of one (1) BD BACTEC FX stack instrument with 50 Bactec Myco F Lytic culture bottles as per below table.

Product Code	Description		Minimum Sales Unit	
441385	Instrument Top Bactec Fx Packaged		EA / 1	
442288	Bactec Myco F Lytic 50 Ea		BX / 50	
	Delivery Charge		EA / 1	

The equipment is covered by 12 months manufacturer's warranty starting from the completion of instrument installation as per below warranty details.

# Warranty

At the heart of your lab

Our guarantee to repair or replace your instrument in a twelve month period starting from the date of installation. This comprehensive next day service ensures optimal instrument performance and safeguards the availability of your system. We provide one preventative maintenance visit inclusive of all required service parts, laser insurance and the provision of a loan workstation if required. This warranty is valid for all systems including heavily utilised critical equipment in clinical laboratories, contract research organisations, core facilities and other laboratories involved in time-sensitive work.

## Features

- Technical support centre - Qualified technical team providing telephone, email and remote support (where applicable) intended to find solutions quickly. Ensures that our Field Service Engineers (FSEs) are well prepared for site visits if required
- Preventative maintenance visits - On-site visit by our FSE, who performs 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 an FSE site visit be necessary
- 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 - A loan workstation will be provided to get you operational as quickly as possible should your instrument workstation fail to meet expectation
- Day +1 response time (on-site visit target)

2.1.2 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 (15<sup>th</sup> November 2023).

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

2.2.1 The Supplier shall deliver the goods to the address listed in Appendix 1.

2.2.2 Primary delivery contact: Business Operational Contact: [REDACTED]

E-mail: [REDACTED]

2.2.3 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;

2.2.4 The Delivery Contact will confirm:

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

- 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 location has signed the service / maintenance recording sheet.

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

Name:

Address: Becton Dickinson UK Limited, Building 1030, Eskdale Road, Winnersh Triangle Wokingham, Berkshire, RG41 5TS

Phone:

E-mail:

**(2.4) Performance standards:**

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

**(2.5) Quality standards:**

The Supplier shall supply the equipment to the level of the Supplier's manufactured specifications as sold by the Supplier to the Authority.

**(2.6) Contract monitoring arrangements:**

The Authority Contract Manager (or their delegate) and the Supplier Contract Manager may 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).

**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.

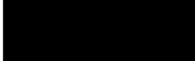
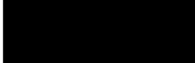
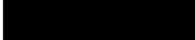
**5. LEASE / LICENSE (if applicable)**

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


N/A

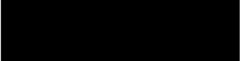
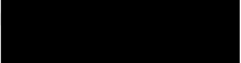
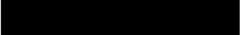
**Signature for and on behalf of the Supplier:**

DocuSigned by:  
  
1CA8403A584F4E2...

Full Name:   
Job Title/Role:   
Date Signed: 

**Signature for and on behalf of the Authority:**

DocuSigned by:  
  
DEEEE0F77EA14A2...

Full Name:   
Job Title/Role:   
Date Signed: 



## **Annex A**

### **Order Specific Key Provisions**

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

- 1.1. The Supplier shall deliver the goods to the location(s) set out in Appendix 1 of this order form.
- 1.2. The Supplier will ensure that the provisions of goods are made in accordance with the terms of this Order Form including Appendix 1 hereto, and the Call-Off Terms and Conditions.

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

- 2.1 Payment terms are net 30 days from receipt of a valid monthly 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 The Supplier shall provide an invoice to the Authority for all Goods received and accepted by the Authority.
- 2.4 The Supplier shall send all invoices for approval and shall include the proof of delivery to the Authority's designated finance mailbox e-mail: [REDACTED] and their agreed representative (to be confirmed) 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 The Supplier shall provide compliant invoices that include 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 In support of Goods being delivered the Supplier shall provide to the Authority a signed delivery note confirming receipt.
- 2.8 The UK Health Security Agency, 10 South Colonnade, London, E14 4PU. Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to:  
[REDACTED]

## **Appendix 1**

### **Delivery and Contact Details**

**UK Health Security Agency**



**61 Colindale Avenue  
London  
NW9 5HT**

