



Appendix 1

National Microbiology Framework Agreement Order Form

FROM

Authority:	The Secretary of State for Health and Social Care acting as part of the Crown through UK Health Security Agency (the "Authority" or "UKHSA")
Invoice address:	Post: UKHSA Accounts Payable Team Manor Farm Road Porton Down, Salisbury, Wiltshire SP4 0JG Email: [REDACTED]
Contract Manager:	Name: [REDACTED] E-mail: [REDACTED]
Secondary Contact: eg. business operational contact, project manager	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Procurement lead	Name: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: UK Health Security Agency Nobel House, 17 Smith Square, London, SW1P 3HX
Internal reference (if applicable):	To be quoted on all correspondence relating to this Order Form: National Microbiology Framework Lot 1 Atamis contract ref: C190773

TO

Supplier:	BECTON, DICKINSON U.K. LIMITED 1030 Eskdale Road, Winnersh Triangle, Wokingham, Berkshire, England, RG41 5TS
Contract Manager:	Name: [REDACTED] Phone: [REDACTED] mail: [REDACTED]



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Secondary Contact:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Account Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: BECTON, DICKINSON U.K. LIMITED 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 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)



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	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 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 checked="" type="checkbox"/>
	17. Expert Determination	<input type="checkbox"/>
	18. Consigned Goods	<input checked="" 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 type="checkbox"/>



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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.

☒ (only applicable if this box is checked)

1. CONTRACT DETAILS

(1.1) Commencement Date: Per the last signature of this Contract document

(1.2) Services Commencement Date (if applicable): N/A

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

The total Contract Price is Three hundred sixty-eight thousand five hundred eighty pounds (£368,580) excluding VAT.

The payment profile is as follows:

- I. The price per unit of the services is as set out in Annex B and fixed until expiry of this Contract.

(1.4) Term of Contract: This Contract shall commence on the date of the last signature within this Contract (the "Commencement Date") and shall expire one calendar year thereafter (the "Term").

(1.5) Term extension options: N/A

2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods / Services:

The Supplier shall provide the Services and supply the Goods described below on the terms set out in this Order Form. The Provision of Packaging, transportation, installation, training and validation of x1 BD Kiestra™ WCA3 System.

The Supplier shall deliver the Goods and Services to the Authority's nominated locations or any other agreed point(s) of delivery in accordance with the quotation.

The Supplier shall provide the following Goods & Services:



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1. Relocation of the automation equipment: 1 work-cell and 3 incubators of the automation equipment removed from Ipswich to be relocated to the Cambridge laboratory.
2. Decommission, relocation and recommission of the x1 BD Kiestra™ WCA3 System currently in storage.
3. Full AIA assessment must be completed to confirm workload can be reconfigured on to 1X WCA at Cambridge UKHSA site prior to recommissioning.
4. Transportation of the x1 BD Kiestra™ WCA3 System including packaging and insurance.
5. Licensing to upgrade to Synapsys, MRSA app and Urine app to be provided. A separate Synapsys Licensing Agreement to be sent.

The parties acknowledge that the supplier's terms and conditions, including any documents attached to the quotation (included in Annex B) have been received; however, it is explicitly agreed that they shall not form part of this contract and are hereby excluded. Any conflicting provisions between the supplier's terms and conditions and the terms outlined in this Order Form be governed solely by the terms of this Order Form.

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

The Authority's nominated delivery location are:

- Current location:
UGMA Warehousing & Transport, central Avenue, Ransomes Europark, Ipswich Suffolk, IP3 9SL
- New location:
Cambridge University Hospitals NHS Foundation Trust, Cambridge
Box 236, Clinical Microbiology, Level 6 Pathology Block,
Biomedical Campus, Hills Road, Cambridge, CB2 0QQ, UK

(2.3) Key personnel of the Supplier to be involved in the Goods / Services: BECTON, DICKINSON U.K. LIMITED Project Manager

(2.4) Performance standards:

The Supplier must:

- a) meet the delivery requirements as referred to in the Contract;
- b) ensure the quality standards of the Goods and Services as specified by the manufacturer are adhered to;
- c) ensure the goods and services are delivered against the agreed schedule;



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- d) comply with the invoicing terms and conditions under the Contract;
- e) provide an overview of any innovation, product performance/enhancement, service redesign, and horizon plans; and
- f) highlight any input and /or issues on Contract performance.

(2.5) Quality standards:

The Supplier must comply with the UKHSA's Specification.

(2.6) Contract monitoring arrangements:

The Authority's Contract Manager (or their delegate) and Supplier's Contract Manager (or their delegate) will monitor and discuss the Supplier's performance against the Performance standards (2.4) and Quality standards (2.5) and other matters connected to the delivery of the Contract on a quarterly basis. Frequency of monitoring may vary during the duration of the Contract on mutual agreement of both the parties.

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: N/A

5. LEASE / LICENSE (if applicable)

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



6. ADDITIONAL KEY PROVISIONS (APPENDIX H)

Clause 10 (Termination for Convenience)



The Authority, in its sole discretion, may at any time terminate the Contract upon 30 days’ prior notice by issuing a Termination Notice to the Supplier.

SIGNED:

For and on behalf of the Authority

DocuSigned by:



AE66FB12FC20424...

Full Name: 
Job Title/Role: 
Date Signed: 21 July 2023

For and on behalf of the Supplier

DocuSigned by:

1CA8403A584F4E2...

Full Name: 
Job Title/Role: 
Date Signed: 21 July 2023



Annex A

Order Specific Key Provisions

1. Delivery and Risk:

1.1. The Supplier shall deliver the goods and services to the locations set out in the Purchase Orders received.

1.2. The Supplier will ensure that provision of the goods and services are made in accordance with the terms of this Order Form including Annex A, B and C 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 On completion of the countersigning of the Contract, the Authority will, as soon as operationally possible, send a unique purchase order ("the PO") number. The Supplier must be in receipt of a valid PO number before submitting any invoice.

2.3 The Supplier shall provide an invoice to the Authority for all Goods and Services received and accepted by the Authority each month.

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.

2.5 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, 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]



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Annex B

Quotation

[REDACTED]

[REDACTED]

Box 236, Clinical Microbiology, Level 6 Pathology Block,
Cambridge University Hospitals NHS Foundation Trust, Cambridge
Biomedical Campus, Hills Road, Cambridge, CB2 0QQ

Dear Martin,

Quotation Reference Number: [REDACTED] – Please quote this number on all correspondence.

Further to our recent discussions, I have pleasure in submitting a quotation for decommission, relocation and recommission of the x1 BD Kiestra™ WCA3 currently in storage.

Full AIA assessment must be completed to confirm workload can be reconfigured on to 1X WCA at Cambridge PHE site prior to recommissioning.

[REDACTED]

*Maintenance would not be applicable throughout the transition period (manual working).



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Relocation & commissioning of 1 x WCA3 to Cambridge UKHSA

Description	Engineers/LAAS/PM M Required on site per day	Engineer/LAAS/PM Hours	Cost
Delivery & Recommissioning of x1 WCA from Storage to Cambridge PHE Site			
Shipping from Storage to Cambridge PHE*			
Decommissioning & disposal of the TLA & collection by WEEE contractor*			
Installation & Recommissioning			
Guidance/Validation* WCA3 1 (2 weeks)			
FSS Training*			
User Training* (1 week)			
SCU Supply & install x 1			
Migration onto SCU* (2 week per system)			
Replacement Parts* following relocation			
LIS interface Development Support Costs*			
Additional line items required if upgrade to Synapsys			
Synapsys License Fee per annum			
MRSA App Fee per annum			
Urine App Fee per annum			
*Synapsys pricing is based on Addenbrookes moving to BD MRSA & Urine Chromogenic Media		TOTAL	

*Items are indicative and may change or may be subject to negotiation and can be tailored to specific on-site requirements.

Subsistence of the BD install team: flight costs, rental cars, hotel costs and meals has not been included in the pricing and will be subject to charge at the time of install.



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Annex C

Locations

		Contact details
Current location:	UGMA Warehousing & Transport, central Avenue, Ransomes Europark, Ipswich Suffolk, IP3 9SL	<div>[REDACTED]</div> <div>Mobile Phone: [REDACTED]</div> <div>Technical Service Tel: [REDACTED]</div> <div>[REDACTED]</div> <div>Customer Care Tel: [REDACTED]</div> <div>[REDACTED]</div>
New location:	Cambridge University Hospital NHS Foundation Trust, Cambridge Box 236, Clinical Microbiology, Level 6 Pathology Block, Biomedical Campus, Hills Road, Cambridge, CB2 0QQ	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>Tel: [REDACTED]</div> <div>Mobile: [REDACTED]</div>