



UK Health
Security
Agency

**Mini-Competition under Lot 1 of the UKHSA
National Microbiology Framework for
UKHSA_Scientific- Provision of
Replacement Molecular Equipment
(Manchester)**

C311286

Order Form – C311286

SHORT FORM CONTRACT FOR THE SUPPLY OF GOODS AND/OR SERVICES

I. Order Form

Appendix 1

**National Microbiology Framework Agreement
Order Form – C311286**

FROM

Authority:	UK Health Security Agency
Invoice address:	All invoices must be sent, quoting a valid purchase order number (PO Number), to: [REDACTED] UKHSA Billing Address: Accounts Payable; UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG UKHSA VAT No: GB888851648
Contract Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Secondary Contact: eg. business operational contact, project manager	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Procurement lead	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: UK Health Security Agency, 10 South Colonnade. London. E14 4PU.
Internal reference (if applicable):	To be quoted on all correspondence relating to this Order Form: Contract Reference: C311286

TO

Supplier:	Altona Diagnostics UK Limited Company Number: 10641789 Registered Address: No. 1 St. Paul's Square, Liverpool, Merseyside, L3 9SJ
Contract Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: No. 1 St. Paul's Square, Liverpool, Merseyside, L3 9SJ

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 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	<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 checked="" type="checkbox"/>
	18. Consigned Goods	<input type="checkbox"/>
	19. Improving visibility of Sub-contract opportunities available to Small and Medium	<input type="checkbox"/>

	Size Enterprises and Voluntary, Community and Social Enterprises		
	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: The Contract shall commence on the date of signature by the Authority.

(1.2) Services Commencement Date (if applicable): Not applicable.

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

1.3.1 The maximum value of the Goods and Services that can be ordered under this Contract is £411,490 (four hundred and eleven thousand, four hundred and ninety pounds) only (excluding VAT). **(the “Contract Price”)**. Full details of the Contract Price are contained in Annex B- Contract Price Breakdown, below. For the avoidance of doubt, the Authority is not committed to pay the full Contract Price.

(1.4) Term of Contract:

1.4.1 The Contract shall commence on the date the Order Form is signed by the Authority **(the “Commencement Date”)** and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 31st March 2025 **(the “Term”)**.

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 3 (three) months written notice.

(1.5) Term extension options:

Not applicable.

2. GOODS AND SERVICES REQUIREMENTS

(2.1) Description of the Good and Services:

The Supplier shall provide the Goods and Services as stated in Annex B- Contract Price Breakdown.

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

The Goods shall be delivered by the Supplier in accordance with the following instructions:

a) The Goods shall be delivered, to the Authority at the following address ("**Premises and Location**"):

Virology Laboratory

Public Health Laboratory Manchester

UK Health Security Agency

Manchester Royal Infirmary,

Oxford Road,

Manchester

M13 9WZ

b) The Goods must be delivered to the above Premises and Location by no later than 31st March 2025.

c) All planned deliveries of the Goods and undertaking of the Services shall be pre-advised by the Supplier to the Authority's primary delivery contact known as the "**Secondary Contact**") at least 2 (two) Business Days prior to shipping:

Name: [REDACTED]

Phone: [REDACTED]

E-mail: [REDACTED]

d) Deliveries must be made between the hours of 08:00 to 16:00 on a Business Day.

e) The Supplier shall ensure that all Goods are labelled with the PO number, product description, part number, volume, batch number, storage requirements and barcode.

f) Delivery of the Goods shall be considered to have occurred when the Secondary Contact or other authorised representative of the Authority at the Authority's Premises and Locations has signed the delivery note, as required in clause 2.3 of the Call-Off Terms and Conditions, confirming receipt stating the satisfactory delivery of the Goods and Services, has taken place.

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

Name: [REDACTED]

Phone: [REDACTED]

E-mail: [REDACTED]

(2.4) Performance standards:

Not applicable.

(2.5) Quality standards:

2.5.1 The Supplier will attend meetings with the Contract Manager, as required, to discuss any areas where improvements can be made. The Authority reserves the right to terminate this Contract by issuing a Termination Notice to the other Party if such other Party repeatedly fails to meet the below key performance requirements:

1. Satisfactory delivery of the Goods by no later than 31st March 2025 (for the avoidance of doubt: (a) deliveries which arrive on time but are not unloaded due to the driver's decision; (b) deliveries which do not arrive; and (c) deliveries which arrive at the wrong delivery location, shall also be considered late.
2. Quantity of delivery correct against the relevant Order as per Orders placed in accordance with the requirements of this Contract.
3. Quality of delivery in accordance with this Contract, including Goods shipped at correct temperature to ensure integrity of goods, delivery presentation (the delivery must be presented in such a way that it can be unloaded safely and in a ready for use condition taking into consideration this Contract's requirements) and condition of the Goods (the Goods must be in a condition that is new and ready to use).
4. Timely and accurate administration (including booking/amending delivery times and orders and invoices, delivery advice notes and labels and management information) being in accordance with the requirements of this Contract.
5. Customer service- the supplier should respond to all queries submitted via email within 24 hours of receipt.
6. Call-out – a representative will attend site within 96 hours of the initial call;
7. Downtime – down time of the equipment should not exceed a maximum of 2 weeks from the point of down time notice.
8. Repair – repairs to be carried out on site should not exceed 2 weeks from breakdown
9. Replacement –the supplier will need to replace the goods with a like for like item within six weeks.

(2.6) Contract monitoring arrangements: N/A

2.6.1

(2.7) Management information and meetings: N/A

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 Staff.
- 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:

N/A

5. LEASE / LICENSE (if applicable)

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

N/A

For and on behalf of the Authority:

Full Name: [REDACTED]
Job Title/Role: Commercial Lead
Date Signed: 20th January 2025

For and on behalf of the Supplier:

Full Name: [REDACTED]
Job Title/Role: General Manager
Date Signed: 20 Jan 2025

Annex A

Order Specific Key Provisions

1. 1. Ordering Procedure

- 1.1 The Authority may, but shall not be obliged to, provide the Supplier with POs for Goods up to, but not cumulatively exceeding the Contract Price.
- 1.2 The Supplier shall as part and parcel of the delivery of the Goods provide to the Authority any relevant technical information, quality standard, testing and validation information, and any handling and storage information.

2. Invoicing Terms

- 2.1. Payment terms are net 30 days from receipt of a valid invoice.
- 2.2. Following signature of the contract by both Parties, the Authority will send a unique PO number. The Supplier must be in receipt of a valid PO number before submitting an invoice.
- 2.2. The Supplier shall provide an invoice to the Authority for all Goods and Services delivered to the Authority.
- 2.3. All invoices must be sent for approval and shall include the proof of delivery to the Authority's designated finance mailbox e-mail: [REDACTED] and their agreed representative before being submitted for payment.
- 2.4. The Supplier shall provide compliant invoices that include, 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.
- 2.5. In support of Goods delivered, the Supplier shall provide to the Authority a signed delivery note confirming receipt of the Goods at the Authority's nominated Premises and Locations.
- 2.6. Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to [REDACTED] .
- 2.7. 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.

Annex B- Contract Price Breakdown

Name/Description	Quantity Required	Unit Price
AltoStar® Automation System AM16	5	████████
Delivery, installation and validation	1	██

AltoStar® Automation System AM16

Order No AM16
For use with AltoStar® Purification Kit 1.5
 AltoStar® Internal Control 1.5
 CFX96™ Deep Well Dx System (IVD, Bio-Rad)

Additionally included in package AltoStar® Molecular Diagnostic Workflow

Products AltoStar® Connect software
 AltoStar® Plate Sealer
 AltoStar® AM16 PC

Dimensions and weight

Dimensions (W x D x H) 1124 mm x 795 mm x 903 mm (transport size)
 1010 mm (with loading tray)
 1200 mm (with loading tray and carriers on loading tray)
Weight Approx. 140 kg

Operating data

Max. power consumption ≤ 600VA
Voltage 115 VAC / 230 VAC ± 10 %
Delayed action fuse 115 V~: 6.3 A (T6.3AL250)
 230 V~: 3.15 A (T3.15A250)
Installation category II
Pollution degree 2
Temperature range 15 °C to 30 °C / indoor use only
Relative humidity 15 % to 85 % (no condensation)
Noise level < 65dBA (regarding EN27779)
Altitude Up to 2000 m above sea level

Transportation and storage

Temperature range -25 °C to +70 °C / Indoor storage only
Relative humidity 10 % to 90 % (no condensation, indoors)