

Appendix 1

**National Microbiology Framework Agreement
Order Form
Contract Reference C161569**

FROM

Authority:	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")
Invoice address:	Address: The UK Health Security Agency, Nobel House, Smith Square, London, SW1P 3JR 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 Nobel House, 17 Smith Square, London, SW1P 3HX
Internal reference (if applicable):	CRE-ID 4207

TO

Supplier:	Sysmex UK Limited
Contract Manager:	Name: [REDACTED] Email: [REDACTED]
Secondary Contact:	
Account Manager:	Name: [REDACTED] Email: [REDACTED]

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Name and address for notices:	<div data-bbox="507 203 746 244" style="background-color: black; width: 150px; height: 18px; margin-bottom: 5px;"></div> Sysmex House Garamonde Drive Wymbush MK8 8DF
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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	
	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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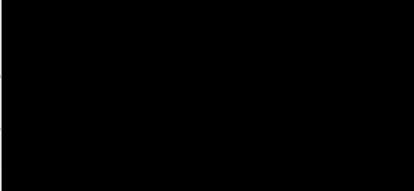
6.	Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services	<input type="checkbox"/>		
7.	Inclusion of a Change Control Process	<input type="checkbox"/>		
8.	Authority step-in rights	<input type="checkbox"/>		
9.	Guarantee	<input type="checkbox"/>		
10.	Termination 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 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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1. CONTRACT DETAILS
(1.1) Commencement Date: 29 th March 2023
(1.2) Services Commencement Date (if applicable): 29 th March 2023
<p>(1.3) Contract Price ((i) breakdown and (ii) payment profile):</p> <p>1.3.1. The total contract value shall be Thirty-Three Thousand, one hundred and forty eight pounds (£33,148 Excl. VAT) only (the "Total Contract Value")</p> <p>1.3.2. This comprises of the servicing and maintenance for urine analysers 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>(1.4) Term of Contract:</p> <p>1.4.1 This Contract shall commence on the 29th March 2023 (the "Commencement Date") and shall expire on the 31st March 2024 (the "Term").</p>
<p>(1.5) Term extension options:</p> <p>No extension options</p>

2. GOODS AND/OR SERVICES REQUIREMENTS
<p>(2.1) Description of the services:</p> <p>This Contract covers the servicing and maintenance of the urine analysers located at UKHSA sites in Bristol, Birmingham, Cambridge, and Manchester.</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>Fully Comprehensive cover</u></p>

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Features	Warranty (W)	Fully Comprehensive (FC, FP, or RC)
Customer Support Centre – Business Hours	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> See note 3
Web Portal access / Telephone call logging (24 hours)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Breakdown service repair – Business Hours; parts and labour included	Unlimited onsite	Unlimited onsite
Scheduled PPM visits	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Engineering and Software Updates	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Loan Equipment	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Onsite Response Time – Business Hours See note 7		
Critical Failure support		
DRS Response		

Note	Conditions
1	Parts, labour, travel costs, accommodation, return to base transportation and/or engineering support shall be charged at the prevailing rate at the time, and a quote will be provided to the Customer. Customer must provide a purchase order prior to work being scheduled and/or undertaken.
2	Sysmex shall notify the Customer if such updates are related to a Field Safety Corrective Action. Parts, labour, travel costs, accommodation, transportation and/or return to base engineering support shall be charged at Sysmex UK's then current rates, and a quote will be provided to the Customer. Customer must provide a purchase order prior to work being scheduled and/or undertaken. Failure to supply a Purchase will result in the work not being undertaken and Sysmex shall notify the Customer of the non-compliance.
3	For Customers who purchase additional 24/7 support: Sysmex UK will provide telephone support within 2 hours, and onsite response if agreed within 6 hours.
4	If the Customer has purchased DRS (see Condition 2.12) Sysmex UK will use reasonable endeavours to respond within 1 hour for IT failures, but this time is not guaranteed.
5	For Return to Base Contracts, the provision of PPMs is equipment dependent, and will be detailed in the relevant operating manual.
6	For an explanation on what to do in the event of Critical Failure, refer to Condition 2.11. Telephone support for Critical Failure is provided 24/7, with onsite response if required within 8 hours
7	Where any defect is deemed by Sysmex UK to be of a minor nature and the Equipment is operable, Sysmex UK may, instead of the Onsite Response Time stated here, arrange a non-urgent service visit at a time agreed with the Customer

Lab	S/N	Start date	End date	
Bristol	13326	26/06/2023	31/03/2024	
Bristol	13327	26/06/2023	31/03/2024	
Bristol	13328	26/06/2023	31/03/2024	
Birmingham	14317	29/03/2023	31/03/2024	
Birmingham	14320	29/03/2023	31/03/2024	
Birmingham	14316	29/03/2023	31/03/2024	

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Manchester	14889	11/04/2023	31/03/2024	
Manchester	15082	11/04/2023	31/03/2024	
Manchester	13329	01/04/2023	31/03/2024	
Manchester	13331	01/04/2023	31/03/2024	
Manchester	13413	01/04/2023	31/03/2024	
Cambridge	13269	01/04/2023	31/03/2024	
Cambridge	13270	01/04/2023	31/03/2024	

(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 Bristol
 Southmead Hospital
 UKHSA Pathology Stores
 Pathology Sciences Building
 Southmead Road
 Westbury on Trym
 BS10 5NB

UKHSA Birmingham Lab
 Pathology Stores
 Bordesley Green East
 Birmingham Heartlands
 Birmingham B9 5ST

UKHSA Manchester
 2nd Floor
 Clinical Science Building
 Oxford Road
 Manchester
 M13 9WL

UKHSA Cambridge
 Addenbrookes Hospital
 Level 6 Hills Road
 Cambridge
 CB2 0QW

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;

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- 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 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.

(2.5) Quality standards:

As listed in 2.4 above

(2.6) Contract monitoring arrangements:

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).

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(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:

- List of current equipment '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;
- Downtime Notice requests received;
- Performance against Service Level agreement;
- Details of callouts by laboratory, including root cause analysis;

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.

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Signature
For and on behalf of the Authority

DocuSigned by:

A large black rectangular box redacting the signature of the Authority. A blue line from the "DocuSigned by:" text points to the top-left corner of this box.

Signature
For and on behalf of the Supplier

DocuSigned by:

A large black rectangular box redacting the signature of the Supplier. A blue line from the "DocuSigned by:" text points to the top-left corner of this box.

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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. 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 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 (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, 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 1 – Services Information and Pricing

Bristol:

Start Date 16/06/2023
End Date 31/03/2024

The Subscriber will pay to Sysmex UK Ltd the above charge for the maintenance of the said equipment for the period shown. All sums becoming due and payable under and by virtue of this agreement are liable to VAT at the rates pertaining at the time of the invoice and will be added to all amounts invoiced.

Schedule

Installation Location	Equipment	Description	Serial Number	Service Lvl
Southmead Hospital	AA297665	SA-S1	11498	FC-09
Southmead Hospital	AN993713	CV-11	17328	FC-09
Southmead Hospital	AN993713	CV-11	17400	FC-09
Southmead Hospital	AU501736	U-WAM	A1793	FC-09
Southmead Hospital	BN344411	UF-5000	13326	FC-09
Southmead Hospital	BN344411	UF-5000	13327	FC-09
Southmead Hospital	BN344411	UF-5000	13328	FC-09
Southmead Hospital	ZE004025	IPU ONE4ALL 2ND GENERATION URINE	CZC0108PK9	FC-09
Southmead Hospital	ZE004025	IPU ONE4ALL 2ND GENERATION URINE	CZC0108PK8	FC-09

Birmingham:

Start Date 29/03/2023
End Date 31/03/2024

The Subscriber will pay to Sysmex UK Ltd the above charge for the maintenance of the said equipment for the period shown. All sums becoming due and payable under and by virtue of this agreement are liable to VAT at the rates pertaining at the time of the invoice and will be added to all amounts invoiced.

Schedule

Installation Location	Equipment	Description	Serial Number	Service Lvl
UKHSA Birmingham Lab	AA297665	SA-S1	11608	FC-12
UKHSA Birmingham Lab	AA297665	SA-S1	11609	FC-12
UKHSA Birmingham Lab	AA297665	SA-S1	11610	FC-12
UKHSA Birmingham Lab	AU501736	U-WAM	A4570	FC-12
UKHSA Birmingham Lab	BN344411	UF-5000	14316	FC-12
UKHSA Birmingham Lab	BN344411	UF-5000	14317	FC-12
UKHSA Birmingham Lab	BN344411	UF-5000	14320	FC-12
UKHSA Birmingham Lab	ZE004025	IPU ONE4ALL 2ND GENERATION URINE	CZC015857N	FC-12
UKHSA Birmingham Lab	ZE004025	IPU ONE4ALL 2ND GENERATION URINE	CZC015857R	FC-12

Cambridge:

Start Date 01/04/2023
End Date 31/03/2024

The Subscriber will pay to Sysmex UK Ltd the above charge for the maintenance of the said equipment for the period shown. All sums becoming due and payable under and by virtue of this agreement are liable to VAT at the rates pertaining at the time of the invoice and will be added to all amounts invoiced.

Schedule

Installation Location	Equipment	Description	Serial Number	Service Lvl
UKHSA Addenbrookes Hospital	AA297665	SA-S1	11405	FC-12
UKHSA Addenbrookes Hospital	AA297665	SA-S1	11486	FC-12
UKHSA Addenbrookes Hospital	AU501736	U-WAM	A4003	FC-12
UKHSA Addenbrookes Hospital	BN344411	UF-5000	13269	FC-12
UKHSA Addenbrookes Hospital	BN344411	UF-5000	13270	FC-12
UKHSA Addenbrookes Hospital	ZE004025	IPU ONE4ALL 2ND GENERATION URINE	CZC9429Q11	FC-12
UKHSA Addenbrookes Hospital	ZE004025	IPU ONE4ALL 2ND GENERATION URINE	CZC9429QHS	FC-12

Manchester:

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Start Date 11/04/2023
End Date 31/03/2024

The Subscriber will pay to Sysmex UK Ltd the above charge for the maintenance of the said equipment for the period shown. All sums becoming due and payable under and by virtue of this agreement are liable to VAT at the rates pertaining at the time of the invoice and will be added to all amounts invoiced.

Schedule

Installation Location	Equipment	Description	Serial Number	Service Lvl
UKHSA Manchester	AA297665	SA-51	11716	FC-12
UKHSA Manchester	AA297665	SA-51	11776	FC-12
UKHSA Manchester	BN344411	UF-5000	15082	FC-12
UKHSA Manchester	BN344411	UF-5000	14889	FC-12

Start Date 01/04/2023
End Date 31/03/2024

The Subscriber will pay to Sysmex UK Ltd the above charge for the maintenance of the said equipment for the period shown. All sums becoming due and payable under and by virtue of this agreement are liable to VAT at the rates pertaining at the time of the invoice and will be added to all amounts invoiced.

Schedule

Installation Location	Equipment	Description	Serial Number	Service Lvl
UKHSA Manchester	AA297665	SA-51	11508	FC-12
UKHSA Manchester	AA297665	SA-51	11618	FC-12
UKHSA Manchester	AA297665	SA-51	11619	FC-12
UKHSA Manchester	AU501736	U-WAM	A3720	FC-12
UKHSA Manchester	BN344411	UF-5000	13329	FC-12
UKHSA Manchester	BN344411	UF-5000	13331	FC-12
UKHSA Manchester	BN344411	UF-5000	13413	FC-12
UKHSA Manchester	ZE004025	IPU ONE4ALL 2ND GENERATION URINE	CZC0108PR6	FC-12
UKHSA Manchester	ZE004025	IPU ONE4ALL 2ND GENERATION URINE	CZC9429QLP	FC-12