

**Appendix 1**

**National Microbiology Framework Agreement  
Order Form  
Reference C294933**

**FROM**

<b>Authority:</b>	UK Health Security Agency ("the <b>Authority</b> ")
<b>Invoice address:</b>	Post: UKHSA Accounts Payable Team Manor Farm Road Porton Down Salisbury SP4 0JG United Kingdom  E-mail: [REDACTED]
<b>Contract Manager:</b>	Name: [REDACTED] Phone: [REDACTED] Email: [REDACTED]
<b>Secondary Contact:</b> eg. business operational contact, project manager	Name: [REDACTED] Phone: [REDACTED] Email: [REDACTED]
<b>Procurement lead</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Name and address for notices:</b>	Name: [REDACTED] Address: UK Health Security Agency 10 South Colonnade Canary Wharf London E14 4PU

<b>Internal reference (if applicable):</b>	To be quoted on all correspondence relating to this Order Form:  Contract Reference: C294933
--	--

**TO**

<b>Supplier:</b>	BioMérieux UK Limited (the “Supplier”) Chineham Gate, Crockford Lane, Basingstoke, Hampshire, RG24 8NA
<b>Contract Manager:</b>	Cambridge <div></div> Bristol <div></div> Birmingham <div></div> Manchester <div></div> Porton <div></div> Colindale - RVU <div></div> NMRS-South <div></div>

<b>Account Manager:</b>	Name: [REDACTED] E-mail: [REDACTED]
<b>Name and address for notices:</b>	Name: BioMérieux UK Limited Address: Chineham Gate, Crockford Lane, Basingstoke, Hampshire, RG24 8NA

**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 type="checkbox"/> (only applicable if this box is checked)
<b>Appendix C</b>	Optional Additional Call-off Terms and Conditions for Maintenance Services	<input checked="" 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))

		Provisions))
<b>Appendix H</b>	<p>Further Optional Additional Call-off Terms and Conditions</p> <p>Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked:</p>	(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 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 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"/>	

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

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 date this Order Form is signed by both Parties (the Authority and the Supplier).

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

1<sup>st</sup> July 2024

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

1.3.1. The maximum value of the Goods that can be ordered under this Contract shall be seven hundred and forty three thousand four hundred and seventy-one pounds and ninety nine pence only (£743,471.99) (the “**Contract Price**”).

1.3.2. For the avoidance of doubt, the Authority is not committed to pay the full Contract Price.

1.3.3. The Contract Price excludes VAT at the applicable rate.

1.3.4. Only purchase orders placed directly by the Authority are binding under this Contract (“**PO**”).

1.3.5. The Services which are to be purchased under this contract are contained within Table 1 - Location, Serial Number, Contract Type and Price Breakdown (the “**Services**”).

**Table 1 – Location, Serial Number, Contract Type and Price Breakdown (ex VAT)**

Site	Sys Description	S/N	Contract Type			
UK HSA BIRMINGHAM	SYS-PREVI COLOR V2	414292233 719	WARRANTY SYSTEM PREVI COLOR V2			
UK HSA BIRMINGHAM	SYS-VITEK 2 0240	VTK2XL249 7 VTK2XL254 6	L2-MAINT. CONTRACT VITEK 2 0240			
UK HSA BIRMINGHAM	SYS-FILMARRAY TORCH 4	KTB01733	L2-MAINT. CONTRACT FILMARRAY TORCH 4			
UK HSA BIRMINGHAM	SYS-FILMARRAY TORCH 4	KTB02900	L2-MAINT. CONTRACT FILMARRAY TORCH 4			
UK HSA BIRMINGHAM	SYS-VIDAS 0030	IVD300233 5	L2-MAINT. CONTRACT VIDAS 30			
UK HSA BRIGHTON	SYS-FILMARRAY TORCH 4	KTB01826	L2-MAINT. CONTRACT FILMARRAY TORCH 4			
UK HSA BRIGHTON	SYS-easyMAG	EASYMAG0 2131	L2-MAINT. CONTRACT easyMAG			

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

UK HSA BRIGHTON	SYS-easyMAG	EASYMAG0 2130	L2-MAINT. CONTRACT easyMAG			
UK HSA BRISTOL	Vitek 2XL240	VKT2XL162 5	L2-MAINT. CONTRACT VITEK 2 0240			
240 = 2 VTK2XL's combined. So, One value for contract renewal	Vitek 2XL240	VTK2XL254 2	L2-MAINT. CONTRACT VITEK 2 0240			
UK HSA BRISTOL	SYS- FILMARRAY TORCH 4	KTBO1824	L2-MAINT. CONTRACT FILMARRAY TORCH 4			
UK HSA BRISTOL	SYS- FILMARRAY TORCH 4	KTBO3140	L2-MAINT. CONTRACT FILMARRAY TORCH 4			
UKHSA BRISTOL	Vitek 2 Compact 60	VK2C1375	L2 MAINT CONTRACT VITEK 2 COMPANT 60			
UK HSA CAMBRIDGE (ADDENBROOK ES)	SYS-VITEK 2 0120	VTK2XL254 1	L2-MAINT. CONTRACT VITEK 2 0120			
UK HSA CAMBRIDGE (ADDENBROOK ES)	SYS-easyMAG	00570	L2-MAINT. CONTRACT easyMAG			
UK HSA CAMBRIDGE (ADDENBROOK ES)	SYS-easyMAG	00423	L2-MAINT. CONTRACT easyMAG			
UK HSA CAMBRIDGE (ADDENBROOK ES)	SYS-VIDAS 3	VN05586	L2-MAINT. CONTRACT VIDAS 3			
UK HSA CAMBRIDGE (ADDENBROOK ES)	SYS-VIDAS 0030	IVD300214 4	L2-MAINT. CONTRACT VIDAS 30			
UK HSA CAMBRIDGE (ADDENBROOK ES)	SYS- FILMARRAY TORCH 4	KTBO1708	L2-MAINT. CONTRACT FILMARRAY TORCH 4			
UK HSA CAMBRIDGE (ADDENBROOK ES)	SYS- FILMARRAY TORCH 4	KTBO2866	L2-MAINT. CONTRACT FILMARRAY TORCH 4			
UK HSA CAMBRIDGE (ADDENBROOK ES)	SYS-EMAG	IM03205	L2-MAINT. CONTRACT EMAG			
UK HSA CENTRAL (COLINDALE)	SYS-easyMAG	02390	L2-MAINT. CONTRACT easyMAG			
UK HSA CENTRAL (COLINDALE)	SYS-easyMAG	02362	L2-MAINT. CONTRACT easyMAG			

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

UK HSA CENTRAL (COLINDALE)	SYS-easyMAG	02388	L2-MAINT. CONTRACT easyMAG			
UK HSA CENTRAL (COLINDALE)	SYS-easyMAG	02232	L2-MAINT. CONTRACT easyMAG			
UK HSA CENTRAL (COLINDALE)	SYS-EMAG	IM03140	L2-MAINT. CONTRACT eMAG			
UK HSA CENTRAL (COLINDALE)	SYS-EMAG	IM03162	L2-MAINT. CONTRACT eMAG			
UK HSA LEEDS	SYS- FILMARRAY TORCH 4	KTB03024	L2-MAINT. CONTRACT FILMARRAY TORCH 4			
UK HSA LEEDS	SYS- FILMARRAY TORCH 4	KTB01805	L2-MAINT. CONTRACT FILMARRAY TORCH 4			
UK HSA MANCHESTER	SYS-VITEK 2 0120	VTK2XL253 9	L2-MAINT. CONTRACT VITEK 2 0120			
UK HSA MANCHESTER	SYS-VITEK 2 0120	VTK2XL254 8	L2-MAINT. CONTRACT VITEK 2 0120			
UK HSA MANCHESTER	SYS-VITEK 2 0120	VTK2XL229 5	L2-MAINT. CONTRACT VITEK 2 0120			
UK HSA MANCHESTER	SYS-VITEK 2 0120	VTK2XL253 8	L2-MAINT. CONTRACT VITEK 2 0120			
UK HSA MANCHESTER	SYS-VITEK 2 0060	VTK23381	L2-MAINT. CONTRACT VITEK 2 0060			
UK HSA MANCHESTER	SYS-PREVI ISOLA 180	AS180- 00265	L2-MAINT. CONTRACT PREVI ISOLA			
UK HSA MANCHESTER	SYS-EMAG	IM03156	L2-MAINT. CONTRACT EMAG			
UK HSA MANCHESTER	SYS-EMAG	IM03306	L2-MAINT. CONTRACT EMAG			
UK HSA MANCHESTER	SYS-PREVI ISOLA 180	AS180- 00309	L2-MAINT. CONTRACT PREVI ISOLA			
UK HSA MANCHESTER	SYS- FILMARRAY TORCH 8	KTB01806	L2-MAINT. CONTRACT FILMARRAY TORCH 4			
UK HSA MANCHESTER	SYS-VIDAS 3	VN04454	RENTAL-VIDAS 3			
UK HSA MANCHESTER	SYS-VIDAS 3	VN04454	L2-MAINT. CONTRACT VIDAS 3			
UK HSA NEWCASTLE	SYS- FILMARRAY TORCH 4	KTB01827	L2-MAINT. CONTRACT FILMARRAY TORCH 4			



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

UK HSA PORTON DOWN	SYS- FILMARRAY TORCH 1	KTBO4099	WARRANTY SYSTEM FILMARRAY TORCH 1			
UK HSA PORTON DOWN	SYS- FILMARRAY TORCH 4	KTBO4517	WARRANTY SYSTEM FILMARRAY TORCH 4			
<b>CLINICAL TOTAL</b>			<b>TOTAL</b>			
<b>INDUSTRY SITES</b>						
<b>Site</b>	<b>Sys Description</b>	<b>S/N</b>	<b>Contract Type</b>			
UK HSA MICROBIOLOGI CAL SERVICES YORK	SYS-TEMPO	IQIR02008 IQIF02068	L2-MAINT. CONTRACT TEMPO			
UK HSA MICROBIOLOGI CAL SERVICES YORK	SYS-TEMPO	IQIR03060 IQIF03088	WARRANTY SYSTEM TEMPO			
UK HSA PORTON DOWN	SYS-TEMPO	IQIR02194 IQIF02295	L2-MAINT. CONTRACT TEMPO			
UK HSA PORTON DOWN	SYS-TEMPO	IQIR03062 IQIF03286	WARRANTY SYSTEM TEMPO			
UK HSA COLINDALE	SYS-TEMPO	IQIR02195 IQIF02296	L2-MAINT. CONTRACT TEMPO			
UK HSA COLINDALE	SYS-TEMPO	IQIR03055 IQIF03235	WARRANTY SYSTEM TEMPO			
<b>INDUSTRY TOTAL</b>						

**TOTAL**

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

1.3.7. POs issued by the Authority in respect of this Contract do not form part of this Contract.

**(1.4) Term of Contract:**

1.4.1 This Contract shall commence on the date the Order Form is signed by both Parties (the “**Commencement Date**”) and shall, unless terminated earlier in accordance with its terms, expire on 31<sup>st</sup> March 2026 (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 no less than 3

(three) months written notice.

- 1.4.3 To ensure service provision continuity, UKHSA will review service & maintenance requirements at each of its locations on a regular basis i.e. at least 6 months prior to Original Contract end date and/or any subsequent extension option expiry.

**(1.5) Term extension options:**

- 1.5.1 The Authority, at its sole discretion, shall be able to extend this Contract for 2 (two) periods of up to 12 (twelve) months at a time, totalling 24 (twenty-four) months, to 31<sup>st</sup> March 2028, (the "**Extension Period**"), in accordance with Clause 15.2 of the Call Off Terms and Conditions.
- 1.5.2 The Authority may, but is not committed to, extend this Contract with a budget similar to that of the original contract, subject to internal review and approvals.
- 1.5.3 The Authority may request a quote for the extension period as early as 1<sup>st</sup> March 2026.
- 1.5.4 In accordance with Schedule 6 - Guidance of the Framework Agreement, the Supplier shall provide a quote where any price increases should not exceed the Consumer Price Index (CPI) for the previous 12 (twelve) months prior to the submission date. The Supplier shall quote in accordance with, and not exceeding, the prices listed on the Framework Agreement.
- 1.5.5 In exceptional circumstances, at its sole discretion, the Authority reserves the right to consider another index in place of the CPI.

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

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

- 2.1.1. The Supplier shall provide and deliver to the Authority the Services as listed in Table 1 – Location, Serial Number, Contract Type and Price Breakdown.

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

- 2.2.1. The Supplier shall deliver the Services to the sites detailed in Table 2 – Premises and Locations ("**Premises and Locations**") or such other location as the Authority reasonably specifies from time to time.

**Table 2 – Premises and Locations**

Site	Address	Delivery Contact	Email and Contact Number
<b>UKHSA Birmingham</b>	UK Health Security Agency - Science, Birmingham Lab Heartlands Hospital, Bordesley Green Birmingham B9 5SS	[REDACTED]	[REDACTED]
<b>UKHSA Bristol</b>	UKHSA Pathology Stores, Pathology Sciences Building, Southmead Hospital, Southmead Road, Westbury on Trym, Bristol, BS10 5NB	[REDACTED] [REDACTED]	[REDACTED]
<b>UKHSA Cambridge</b>	Clinical Microbiology & Public Health Laboratory UK Health Security Agency (UKHSA) Cambridge Box 236, Addenbrooke's Hospital Hills Road, Cambridge CB2 0QQ	[REDACTED] [REDACTED]	[REDACTED]
<b>UKHSA Colindale</b>	Food Water & Environmental UK Health Security Agency 61 Colindale Avenue London NW9 5HT	[REDACTED]	[REDACTED]
	NMRS-S UK Health Security Agency 61 Colindale Avenue London NW9 5HT	[REDACTED]	[REDACTED]

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

<b>UKHSA Manchester</b>	Microbiology Laboratory Manager Microbiology Department Manchester University hospital NHS Foundation Trust Oxford Road Manchester M13 9WL		
<b>UKHSA Porton</b>	UK Health Security Agency VDEC Lab Number 01-161 Microbiology Laboratory Porton Down Salisbury SP4 0JG		
<b>UKHSA Newcastle</b>	Microbiology Freeman Hospital High Heaton Newcastle Upon Tyne NE7 7DN		
<b>UKHSA Leeds</b>	Department of Microbiology Old Medical School Leeds General Infirmary Leeds LS1 3EX		
<b>UKHSA Brighton</b>	Royal Sussex County Hospital University Hospitals Sussex NHS Foundation Trust Eastern Road Brighton East Sussex BN3 5BE		
<b>UKHSA York</b>	Central Science Laboratory Sand Hutton York YO41 1LZ		

**Table 3 – Service Cover**

SAP Designation / Line Item	Standard Entitlements Included	Main Differences
Warranty	<ul style="list-style-type: none"> <li>Unlimited hotline access during standard local hours</li> <li>Remote assistance via VILINK</li> <li>Priority over customers without a contract</li> <li>Repair of any manufacturer's defect during standard local hours</li> <li>IT obsolescence protection</li> <li>Software updates</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance not included</li> </ul>
Level 1	<ul style="list-style-type: none"> <li>Unlimited hotline access during standard local hours</li> <li>Remote assistance via VILINK</li> <li>Priority over customers without a contract</li> <li>Preventative maintenance as prescribed by manufacturer's recommendation               <ul style="list-style-type: none"> <li>Defective parts not part of standard PM are not covered</li> </ul> </li> <li>Software updates</li> </ul>	<ul style="list-style-type: none"> <li>Repair of any manufacturer's defect not included</li> <li>PM is included</li> <li>Parts not included</li> </ul>
Level 2	<ul style="list-style-type: none"> <li>Unlimited hotline access during standard local hours</li> <li>Remote assistance via VILINK</li> <li>Priority over customers without a contract for</li> <li>Preventative maintenance as prescribed by manufacturer's recommendations</li> <li>Software updates</li> <li>Defective parts replacement included during standard local hours</li> <li>IT obsolescence protection</li> </ul>	<ul style="list-style-type: none"> <li>Parts replacement included as well as labor and travel time</li> </ul>

2.2.2. All planned visits shall be pre-advised by the Supplier to the Authority's primary delivery contact stated in Table 2 (the "**Delivery Contact**") at least 2 (two) Business Days prior to attendance.

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

- a. Supplier name;
- b. Authority's PO Number;
- c. Any special instructions originally entered on the Authority's PO.

2.2.4. The Delivery Contact will confirm:

- a. Booking reference number;
- b. Date and time of attendance (where applicable); and
- c. Delivery address.

2.2.5. 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 Premises and Location has signed the Supplier's delivery note confirming receipt.

2.2.6. The Supplier shall carry out deliveries within the ordinary working hours of a Business Day at the Premises and Location on the date specified on the PO unless otherwise agreed with the relevant Delivery Contact as stated in Annex A – Order Specific Key Provisions, Clause 1.3.

2.2.7. The Authority may, at any time by giving 1 (one) months' notice to the Supplier add instruments or remove instruments and add or remove Premises and Locations to the scope



of this Contract and the charges shall change in proportion to such changes. At the expiry of the notice period, the scope of the Contract shall be amended, as applicable, to reflect the amended scope set out in the notice.

2.2.8. Upon notification from the Authority, the Supplier shall immediately suspend all costs related to, or arising from, such Instrument to the greatest extent possible. The Supplier shall not, in any event, charge the Authority any costs relating to such Instrument whatsoever or however arising after 30 (thirty) days of notification and immediate suspension. For the avoidance of doubt, the Supplier shall be entitled to charge the Authority for any decommissioning and recommission which the Authority instructs the Supplier to undertake.

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

Name: [REDACTED]

Phone: [REDACTED]

E-mail: [REDACTED]

**(2.4) Performance standards:**

2.4.1. The Supplier shall ensure that the Services are fit for purpose and adhere to the Specifications as stated in Manufacturers specification documents.

2.4.2. Timely delivery of the Services in accordance with Section 2.7 below.

2.4.3. Proof of delivery and completion of the Services to be supplied.

**(2.5) Quality standards:**

2.3. If the Services are deemed to be unsuitable by the Authority, the Authority, at its sole discretion, shall provide a written notice to the Supplier in accordance with Schedule 2, Clause 3 of the Call-Off Terms and Conditions.

**(2.6) Contract monitoring arrangements:**

2.6.1. The Supplier shall monitor the supply chain closely and will contact the Authority if the Supplier becomes aware of any disruptions the Supplier believes could impact on the delivery of the Services in accordance with the ordering process.

**(2.7) Management information and meetings:**

2.7.1. At the Authority's request, within 5 (five) Business Days of such request, the Supplier shall provide any management information to the Authority as the Authority may reasonably request from time to time.

2.7.2. Examples of management information that can be requested, but not limited to, are:

- Compliance to processes: Delivery and invoicing processes as stated in Annex 1 of this Order Form.
- Timely delivery of Services against the relevant PO.
- Quality of delivery of the Services in accordance with the Call Off Terms and Conditions and this Contract.
- Timely and accurate administration (including booking/amending delivery times, POs and invoices, delivery advice notes and labels being in accordance with the Call Off Terms and Conditions and this Contract).

**3. CONFIDENTIAL INFORMATION (if applicable)****(3.1) The following information shall be deemed Confidential Information:**

- a. Supplier pricing.
- b. Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Supplier representatives.
- c. 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 3 (three) 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:**

Not Applicable.

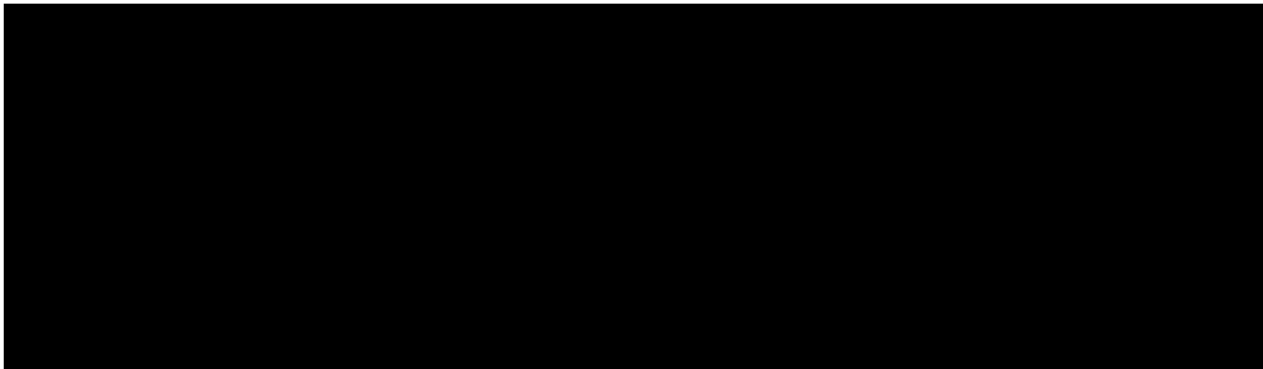
**5. LEASE / LICENSE (if applicable)**

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

Not Applicable.

**For and on behalf of the Authority**

**For and on behalf of the Supplier**





## **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 Services up to, but not cumulatively exceeding the Contract Price.
- 1.2 Where the Authority issues a PO whereby the delivery date required is less than 5 (five) Business Days after the date of the PO then the Supplier shall use its reasonable endeavours to fulfil such Purchase Order in its entirety. Where the Supplier is not able to fulfil such PO the Parties the Supplier shall advise the relevant Delivery Contact within 1 (one) Business Day as to when the PO can be fulfilled in its entirety and whether part delivery is possible.
- 1.3 The Supplier shall as part and parcel of the delivery of the Services provide to the Authority any relevant technical information, quality standard, testing and validation information.
- 1.4 The Supplier warrants that any Services that are shown to fail the Specification in accordance with clause 3.2 and/or 3.6 of the Call-Off Terms and Conditions, receives full credit for the unsuccessful Services.

#### **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 unique PO numbers. 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 Services delivered to the Authority.
- 2.3. All invoices must be sent for approval and shall include the proof of service 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 Services delivered, the Supplier shall provide to the Authority a signed delivery note confirming receipt of the Services 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.