

PHE National Microbiology Framework Agreement Order Form

FROM

Authority:	The Secretary of State for Health and Social Care as part of the Crown through the UK Health Security Agency of Nobel House, 17 Smith Square, London, SW1P 3HX
Invoice address:	Post: The UK Health Security Agency, Nobel House, Smith Square, London, SW1P 3JR Email: [REDACTED]
Contract Manager:	Name: [REDACTED] E-mail: [REDACTED]
Secondary Contact: eg. 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):	[REDACTED]

TO

Supplier:	Hamilton Sales & Services UK Ltd
Contract Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Secondary Contact:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]

Account Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Name and address	Name: [REDACTED]. Hamilton Sales & Services UK Ltd
for notices:	Address: Unit 1 Forge Mills Park, Station Road, Coleshill, Birmingham, B46 1JH. United Kingdom

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 checked="" 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	<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> <table border="1"> <tr> <td>1. TUPE applies at the commencement of the provision of Services</td><td><input type="checkbox"/></td></tr> <tr> <td>2. TUPE on exit</td><td><input type="checkbox"/></td></tr> <tr> <td>3. Different levels and/or types of insurances</td><td><input type="checkbox"/></td></tr> </table>	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 insurances	<input type="checkbox"/>	<p>(Only applicable if one or more boxes are checked)</p>
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 insurances	<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 checked="" 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	<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 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.

☒

(only applicable if this box is checked)

1. CONTRACT DETAILS

(1.1) Commencement Date: 22 April 2022

(1.2) Services Commencement Date: 22 April 2022

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

1.3.1 The Contract Price is a maximum of Ninety-five thousand and four hundred pounds (£95,400) (Excl. VAT), full details of which are contained in (Annex B – Summary of Contract Cost). For the avoidance of doubt, the Authority is not committed to pay the Contract Price.

Any purchase orders issued by the Authority in respect of this Agreement does not form part of this Agreement.

1.3.2 The Supplier:

- (a) May, immediately after the issue of the relevant purchase order for this Contract, invoice the Authority for any goods or services supplied in accordance with this contract during the period starting on the Commencement Date and ending at the end of the calendar month immediately preceding the date of the purchase order; and
- (b) Shall, for the calendar month in which the parts are delivered and thereafter, invoice in arrears, upon receipt of the PO.
- (c) Shall, for the calendar month in which the engineer visit is carried out and thereafter, invoice in arrears, upon receipt of the PO.

Invoiceable Charge Breakdown

For the period 11 April 2022 to 30 June 2022, the Supplier may invoice in arrears upon receipt of the PO for the parts and labour for Glasgow, as set out in Appendix C. The Supplier shall raise the invoice following the delivery of the tools and parts at Glasgow.

For the period 11 April 2022 to 30 June 2022	Invoiceable amount
Parts	████████
Labour (Engineer site visits) - Estimated 15 visits ██████████	████████
Total	████████

(1.4) Term of Contract:

1.4.1 This Contract shall commence on **22 April 2022** ("**Commencement Date**") and shall, subject to clause 1.5 and unless terminated earlier in accordance with its terms, expire on 30 June 2022 (the "**Term**").

1.4.32 Any contractual terms included in the quotations do not form part of this contract.

(1.5) Term extension options:

1.5.1 The Authority may give notice of its intention to extend the contract for the period 01 July 2022 to 31 March 2023, or such shorter period as the Authority may specify in the notice, (the "**Extension Period**") by giving the Supplier written notice no later than 01 June 2022.

2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Services:

This Contract covers the service and maintenance of Hamilton liquid handling equipment that was installed at Glasgow to support the Covid testing programme.

The service and maintenance for equipment to be supplied by the Supplier under this Contract shall be (the "Services"). Summary of contract costs as set out in Appendix B and Engineer site visits and parts are set out in Appendix C.

The Services to be covered under this contract are as follows:

- Engineer site visits to carry out Service and repair of the equipment at Glasgow.
- Provision of parts to carry out Service and repair

2.2 The Services shall be supplied in accordance with the following specification (the "Specification"):

2.2.1 The Supplier shall provide on-call engineer site visits to carry out repairs and/or planned maintenance as and when requested by the Authority. Details of the on-call engineer site visits are set out below and commercial table as set out in Appendix D.

- Upon request, engineer to visit Glasgow to repair the systems that has failed or carry out planned maintenance. There is a provision for fifteen (15) visits over three (3) month period from April 2022 to June 2022.
- The payment for site visits and parts shall be drawn down following completion of the works from the PO that will be raised for this service.
- If further visits are required, then they shall be provided upon request at the rate of [REDACTED]. The daily rate shall include travel and accommodation costs.
- The parts required for repairing the systems shall be provided by the Supplier. The allowance included for parts is up to [REDACTED] for the duration of the contract. Use of parts needs to be approved by the Authority's project manager at Glasgow.
- Where the equipment is beyond reasonable repair, the Supplier shall inform and consult with the site project manager, prior to proceeding with the works.
- Free telephone support for technical service
- Services to be provided during weekdays (Monday to Friday)
- The Supplier shall make best endeavours to provide the service as soon as possible.

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

The Supplier shall provide the services to the Laboratories as detailed in the specification and location below

██████████
 Glasgow Lighthouse Laboratory
 Queen Elizabeth Teaching and Learning Centre
 Queen Elisabeth Hospital site
 Glasgow G51 4TF

Details of equipment at each site is set out below:

Lab	Automated Liquid Handler	173000	Microlab Starlet (96)	Cherry Picker	Starlet 12AL	Starlet 8/96
Glasgow					█	█

The Authority may, at any time by giving two (2) months' notice to the Supplier to add or remove instruments of the types and at the laboratories set out in the table above to the scope of this contract and the charges shall change in proportion to such equipment changes. At the expiry of the notice period, the scope of the contract shall be extended or reduced, as applicable to reflect the amended scope set out in the notice.

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

██████████ Phone: ██████████ E-mail: ██████████
 ██████████ Phone: ██████████ E-mail: ██████████

(2.4) Performance standards:

As listed in 2 above

(2.5) Quality standards:

The Supplier shall maintain and repair the Instruments to the level of Supplier's manufactured specifications as sold by the Supplier to the Authority.

(2.6) Contract monitoring arrangements:

The Authority Contract Manager and Supplier Contract Manager shall meet Monthly 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 (unless otherwise requested by the Authority).

(2.7) Management information:

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).

On a monthly basis the Supplier will provide a MI report that includes:

- 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; and
- Details of callouts by laboratory, including root cause analysis.

The Contract Managers shall meet no less than quarterly to discuss the performance and above KPI's of this Contract (unless otherwise requested by the Authority)

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

Pricing and individual contact details.

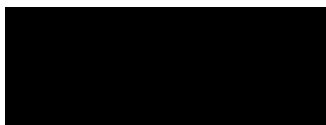
4. DATA PROCESSING (if applicable)**(4.1) Personal Data to be processed by the Supplier:**

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 Authority

Name:

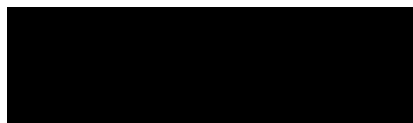


Job title:



Date:

Signature



For and on behalf of the Supplier

Name:



Job title:



Date: 13/04/2022

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, Appendix 1 and the Call-Off Terms and Conditions, except that any contractual terms included in any quotations included in Appendix 1, 2, 3 or 4 do not form part of this contract.

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 a consolidated monthly 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]

Annex B – Summary of Contract Cost

Location	Description of service	Period covered	Amount Excl VAT
Glasgow	Engineer site visits – [REDACTED] [REDACTED]	11 April 2022 – 30 June 2022	[REDACTED]
Glasgow	Parts	11 April 2022 – 30 June 2022	[REDACTED]
		Total	[REDACTED]

Appendix C – Engineer site visits and Parts

For the period 11 April 2022 to 30 June 2022	Estimated visits per months	Invoiceable amount
Engineer site visits @ [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] months.	[REDACTED]	[REDACTED]
Parts – lump sum	Estimate	[REDACTED]
	Total	[REDACTED]