

Appendix 1

National Microbiology Framework Agreement
Order Form
Reference C339399
SYSMEX UK LIMITED

FROM

Authority:	The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency 10 South Colonnade, London, E14 4PU (the "Authority").
Invoice address:	Post: UK Health Security Agency, 10 South Colonnade, London, E14 4PU 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] Email: [REDACTED] Address: UK Health Security Agency, 10 South Colonnade, London, E14 4PU
Internal reference (if applicable):	C339399

TO

Supplier:	
Contract Manager:	Name: [REDACTED] E-mail: [REDACTED]
Secondary Contact:	Name: [REDACTED] E-mail: [REDACTED]
Account Manager:	Name: [REDACTED] E-mail: [REDACTED]

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

Name and address for notices:	Name: Contracts and Bids Manager Address: [REDACTED] Sysmex House Garamonde Drive, Wymbush, Milton Keynes, Buckinghamshire, MK8 8DF
--------------------------------------	---

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

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	<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 insurance</td><td><input type="checkbox"/></td></tr> <tr> <td>4. Induction training for Services</td><td><input type="checkbox"/></td></tr> <tr> <td>5. Further Authority obligations</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 insurance	<input type="checkbox"/>	4. Induction training for Services	<input type="checkbox"/>	5. Further Authority obligations	<input type="checkbox"/>	(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"/>											

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

	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 type="checkbox"/> (only applicable if this box is checked)

1. CONTRACT DETAILS**(1.1) Commencement Date:** 1st of April 2025.**(1.2) Services Commencement Date (if applicable):** 1st of April 2025.**(1.3) Contract Price ((i) breakdown and (ii) payment profile):**

The total cost of the services that can be ordered under this contract shall be £74,462.16 excl VAT (seventy-four thousand, four hundred sixty-two and sixteen pence) for the initial contract term and in accordance with Clause 9.2.2 (i) of the National Microbiology agreed T&Cs shall be inclusive of delivery, installation, configuration or any other costs incurred for the goods and or services to be fit for use. The value of any subsequent extension will be commensurate with the value of the Initial Term and is subject to budget approval by the Authority. The total cost of the services and service level definition is included in Annex A – Quotation.

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 30 days' notice. Any additional equipment added to the Contract shall be at pro-rata cost to ensure alignment with Contract end dates and removal of equipment shall be subject to discussion regarding recompense.

Lab	Instrument	S/N	Cover	2025-26	2026-27
				Quote	Quote
Bristol	UF-5000	13326	Fully Comprehensive (FC)		
Bristol	UF-5000	13327	Fully Comprehensive (FC)		
Bristol	UF-5000	13328	Fully Comprehensive (FC)		
Birmingham	UF-5000	14317	Fully Comprehensive (FC)		
Birmingham	UF-5000	14320	Fully Comprehensive (FC)		
Birmingham	UF-5000	14316	Fully Comprehensive (FC)		
Manchester	UF-5000	14889	Fully Comprehensive (FC)		
Manchester	UF-5000	15082	Fully Comprehensive (FC)		

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

Manchester	UF-5000	13329	Fully Comprehensive (FC)		
Manchester	UF-5000	13331	Fully Comprehensive (FC)		
Manchester	UF-5000	13413	Fully Comprehensive (FC)		
Cambridge	UF-5000	13269	Fully Comprehensive (FC)		
Cambridge	UF-5000	13270	Fully Comprehensive (FC)		
Yearly Total					
2-year Total				£74,462.16	

(1.4) Term of Contract: Contract end date:31/03/2027

(1.5) Term extension options: Up to 24 months

The Contract may be extended for up to 24 months upon mutual agreement between the Authority and the Supplier. Notification of such extension will be advised by the Authority providing the Supplier with written notice no less than four (4) weeks prior to the date on which this Contract would otherwise have expired.

All other terms and conditions of the Contract shall apply throughout any such extended period.

2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods / Services: Services: Maintenance and servicing of Sysmex equipment as listed in section (1.3).

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

UKHSA - Manchester
UKHSA – Birmingham
UKHSA – Cambridge

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

UKHSA – Bristol

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

Name: [REDACTED]

Address: Sysmex House Garamonde Drive, Wymbush, Milton Keynes, Buckinghamshire, MK8 8DF

Email - [REDACTED]

(2.4) Performance standards:

- The supplier shall deliver the services according to the Quotation (Annex A) and good industry standards.

(2.5) Quality standards:

- N/A

(2.6) Contract monitoring arrangements:

N/A

(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 Supplier representatives.
- 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:



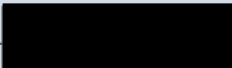

N/A

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

<div>Signed for and on behalf of the Supplier</div> <div><div>Signed by:</div><div></div><div>B9E8F0A1DD7840B...</div></div> <div><div>Full Name:</div><div></div></div> <div><div>Job Title/Role:</div><div>Director of Commercial Support Services</div></div> <div><div>Date Signed:</div><div>27/02/2025</div></div>	<div>Signed for and on behalf of the Buyer acting on behalf of the Crown</div> <div><div>Signed by:</div><div></div><div>AE66FB12FC20424...</div></div> <div><div>Full Name:</div><div></div></div> <div><div>Job Title/Role:</div><div>Commercial Lead</div></div> <div><div>Date Signed:</div><div>27 February 2025</div></div>
--	--

Annex A – Quotation

13. Services and Service Levels:

Services	Service Level			
	Premium / FC	Return to Base (RTB)	Basic	PM/PPM only
Web Portal access / Telephone call logging (24 hours)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
CSC (troubleshooting) – Business Hours	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Application & technical support	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	See note 1 and note 3	<input checked="" type="checkbox"/> See note 1
PPM visits (PMI kit & labour included) - see note 2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	See note 3	See note 4
Sysmex Updates	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Field Service Corrective Actions	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Software & hardware Upgrades / non-Sysmex Updates	See note 1	See note 1	<input checked="" type="checkbox"/> See note 1	<input checked="" type="checkbox"/> See note 1
Breakdown service repair – Business Hours; parts and labour included	Unlimited onsite.	Unlimited return to base	See note 3	<input checked="" type="checkbox"/> See Note 1
Technical and/or Onsite Response (Business Hours)	Next Working Day See note 5	N/A	N/A or as scheduled	N/A

Notes:

Table 1 illustrates Services available from Sysmex UK according to the Service Level purchased by the Customer. These provisions may differ where other Specific Terms are in place between Sysmex UK and the Customer.

Note	Conditions
1	Unless specified in Specific Terms, all parts, labour, travel costs, accommodation, return to base transportation and/or engineering support shall be charged at Sysmex UK's then current rates. Note 6 also applies.
2	The provision and frequency of PPMs is dependent on the type of Equipment and will be detailed in the relevant manufacturer's recommended maintenance schedule.
3	Basic: The number of permitted onsite visits or RTB events that are included in the Contract Price, as agreed with the Customer shall be set out in the Quotation. This may be a combination of PPM and/or breakdown service repair. Any visits or events that are in excess of the number set out in the Quotation shall be charged in accordance with Note 1. This Service Level only includes labour, travel and accommodation costs associated with the onsite visit (or return to base transportation costs for RTB equipment) and standard PPM kit (as required). All additional parts shall be charged as extra. Note 6 also applies.
4	PPM only: This Service Level only includes labour, travel and accommodation costs associated with the PPM visit (or return to base transportation costs for RTB equipment) and standard PPM kit (as required). All additional parts shall be charged as extra. Note 6 also applies.
5	If the Service Contract or other Specific Terms includes service outside of Business Hours or a faster response time, then this will have been reflected in the Contract Price and shall be provided in accordance with such terms. 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.
6	A quote for the work or additional parts (as applicable) will be provided to the Customer, Customer must provide a purchase order prior to work being scheduled and/or undertaken.

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

Equipment schedule

Installation Location	Equipment Description	Service Level	Start date	End date	Bill Freq/ (months)	Total Charge
UKHSA WM	IPU S/N CZC015857R	Fully comp	01/04/2025	31/03/2026	12	
UKHSA WM	UF-5000 S/N 14320	Fully comp	01/04/2025	31/03/2026	12	
UKHSA WM	UF-5000 S/N 14317	Fully comp	01/04/2025	31/03/2026	12	
UKHSA WM	UF-5000 S/N 14316	Fully comp	01/04/2025	31/03/2026	12	
UKHSA WM	IPU S/N CZC015857N	Fully comp	01/04/2025	31/03/2026	12	
UKHSA WM	SA-51 S/N 11610	Fully comp	01/04/2025	31/03/2026	12	
UKHSA WM	SA-51 S/N 11609	Fully comp	01/04/2025	31/03/2026	12	
UKHSA WM	SA-51 S/N 11608	Fully comp	01/04/2025	31/03/2026	12	
UKHSA WM	U-WAM S/N A4570	Fully comp	01/04/2025	31/03/2026	12	
UKHSA Pathology Stores	IPU S/N CZC0108PR9	Fully comp	01/04/2025	31/03/2026	12	
UKHSA Pathology Stores	IPU S/N CZC0108PR8	Fully comp	01/04/2025	31/03/2026	12	
UKHSA Pathology Stores	UF-5000 S/N 13328	Fully comp	01/04/2025	31/03/2026	12	
UKHSA Pathology Stores	UF-5000 S/N 13327	Fully comp	01/04/2025	31/03/2026	12	
UKHSA Pathology Stores	CV-11 S/N 17400	Fully comp	01/04/2025	31/03/2026	12	
UKHSA Pathology Stores	U-WAM S/N A1793	Fully comp	01/04/2025	31/03/2026	12	
UKHSA Pathology Stores	CV-11 S/N 17328	Fully comp	01/04/2025	31/03/2026	12	
UKHSA Pathology Stores	SA-51 S/N 11498	Fully comp	01/04/2025	31/03/2026	12	
UKHSA Pathology Stores	UF-5000 S/N 13326	Fully comp	01/04/2025	31/03/2026	12	
UKHSA Manchester	UF-5000 S/N 13331	Fully comp	01/04/2025	31/03/2026	12	
UKHSA Manchester	IPU S/N CZC0108PR6	Fully comp	01/04/2025	31/03/2026	12	
UKHSA Manchester	IPU S/N CZC9429QLP	Fully comp	01/04/2025	31/03/2026	12	
UKHSA Manchester	UF-5000 S/N 13329	Fully comp	01/04/2025	31/03/2026	12	
UKHSA Manchester	UF-5000 S/N 13413	Fully comp	01/04/2025	31/03/2026	12	
UKHSA Manchester	SA-51 S/N 11619	Fully comp	01/04/2025	31/03/2026	12	
UKHSA Manchester	U-WAM S/N A3720	Fully comp	01/04/2025	31/03/2026	12	
UKHSA Manchester	SA-51 S/N 11618	Fully comp	01/04/2025	31/03/2026	12	
UKHSA Manchester	SA-51 S/N 11618	Fully comp	01/04/2025	31/03/2026	12	
UKHSA Manchester	SA-51 S/N 11508	Fully comp	01/04/2025	31/03/2026	12	
UKHSA Cambridge	IPU S/N CZC9429QJ1	Fully comp	01/04/2025	31/03/2026	12	
UKHSA Cambridge	UF-5000 S/N 13270	Fully comp	01/04/2025	31/03/2026	12	
UKHSA Cambridge	UF-5000 S/N 13269	Fully comp	01/04/2025	31/03/2026	12	
UKHSA Cambridge	IPU S/N CZC9429QHS	Fully comp	01/04/2025	31/03/2026	12	
UKHSA Cambridge	SA-51 S/N 11486	Fully comp	01/04/2025	31/03/2026	12	
UKHSA Cambridge	SA-51 S/N 11485	Fully comp	01/04/2025	31/03/2026	12	
UKHSA Cambridge	U-WAM S/N A4003	Fully comp	01/04/2025	31/03/2026	12	
UKHSA Manchester	UF-5000 S/N 14889	Fully comp	01/04/2025	31/03/2026	12	
UKHSA Manchester	UF-5000 S/N 15082	Fully comp	01/04/2025	31/03/2026	12	
UKHSA Manchester	SA-51 S/N 11776	Fully comp	01/04/2025	31/03/2026	12	
UKHSA Manchester	SA-51 S/N 11716	Fully comp	01/04/2025	31/03/2026	12	
TOTAL						

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

Equipment schedule

Installation Location	Equipment Description	Service Level	Start date	End date	Bill Freq/ (months)	Total Charge
UKHSA WM	IPU S/N CZC015857R	Fully comp	01/04/2026	31/03/2027	12	
UKHSA WM	UF-5000 S/N 14320	Fully comp	01/04/2026	31/03/2027	12	
UKHSA WM	UF-5000 S/N 14317	Fully comp	01/04/2026	31/03/2027	12	
UKHSA WM	UF-5000 S/N 14316	Fully comp	01/04/2026	31/03/2027	12	
UKHSA WM	IPU S/N CZC015857N	Fully comp	01/04/2026	31/03/2027	12	
UKHSA WM	SA-51 S/N 11610	Fully comp	01/04/2026	31/03/2027	12	
UKHSA WM	SA-51 S/N 11609	Fully comp	01/04/2026	31/03/2027	12	
UKHSA WM	SA-51 S/N 11608	Fully comp	01/04/2026	31/03/2027	12	
UKHSA WM	U-WAM S/N A4570	Fully comp	01/04/2026	31/03/2027	12	
UKHSA Pathology Stores	IPU S/N CZC0108PR9	Fully comp	01/04/2026	31/03/2027	12	
UKHSA Pathology Stores	IPU S/N CZC0108PR8	Fully comp	01/04/2026	31/03/2027	12	
UKHSA Pathology Stores	UF-5000 S/N 13328	Fully comp	01/04/2026	31/03/2027	12	
UKHSA Pathology Stores	UF-5000 S/N 13327	Fully comp	01/04/2026	31/03/2027	12	
UKHSA Pathology Stores	CV-11 S/N 17400	Fully comp	01/04/2026	31/03/2027	12	
UKHSA Pathology Stores	U-WAM S/N A1793	Fully comp	01/04/2026	31/03/2027	12	
UKHSA Pathology Stores	CV-11 S/N 17328	Fully comp	01/04/2026	31/03/2027	12	
UKHSA Pathology Stores	SA-51 S/N 11498	Fully comp	01/04/2026	31/03/2027	12	
UKHSA Pathology Stores	UF-5000 S/N 13326	Fully comp	01/04/2026	31/03/2027	12	
UKHSA Manchester	UF-5000 S/N 13331	Fully comp	01/04/2026	31/03/2027	12	
UKHSA Manchester	IPU S/N CZC0108PR6	Fully comp	01/04/2026	31/03/2027	12	
UKHSA Manchester	IPU S/N CZC9429QLP	Fully comp	01/04/2026	31/03/2027	12	
UKHSA Manchester	UF-5000 S/N 13329	Fully comp	01/04/2026	31/03/2027	12	
UKHSA Manchester	UF-5000 S/N 13413	Fully comp	01/04/2026	31/03/2027	12	
UKHSA Manchester	SA-51 S/N 11619	Fully comp	01/04/2026	31/03/2027	12	
UKHSA Manchester	U-WAM S/N A3720	Fully comp	01/04/2026	31/03/2027	12	
UKHSA Manchester	SA-51 S/N 11618	Fully comp	01/04/2026	31/03/2027	12	
UKHSA Manchester	SA-51 S/N 11618	Fully comp	01/04/2026	31/03/2027	12	
UKHSA Manchester	SA-51 S/N 11508	Fully comp	01/04/2026	31/03/2027	12	
UKHSA Cambridge	IPU S/N CZC9429QJ1	Fully comp	01/04/2026	31/03/2027	12	
UKHSA Cambridge	UF-5000 S/N 13270	Fully comp	01/04/2026	31/03/2027	12	
UKHSA Cambridge	UF-5000 S/N 13269	Fully comp	01/04/2026	31/03/2027	12	
UKHSA Cambridge	IPU S/N CZC9429QHS	Fully comp	01/04/2026	31/03/2027	12	
UKHSA Cambridge	SA-51 S/N 11486	Fully comp	01/04/2026	31/03/2027	12	
UKHSA Cambridge	SA-51 S/N 11485	Fully comp	01/04/2026	31/03/2027	12	
UKHSA Cambridge	U-WAM S/N A4003	Fully comp	01/04/2026	31/03/2027	12	
UKHSA Manchester	UF-5000 S/N 14889	Fully comp	01/04/2026	31/03/2027	12	
UKHSA Manchester	UF-5000 S/N 15082	Fully comp	01/04/2026	31/03/2027	12	
UKHSA Manchester	SA-51 S/N 11776	Fully comp	01/04/2026	31/03/2027	12	
UKHSA Manchester	SA-51 S/N 11716	Fully comp	01/04/2026	31/03/2027	12	
TOTAL						