

**National Microbiology Framework Agreement  
Order Form**

**FROM**

<b>Authority:</b>	<b>Defra, on behalf of Environment Agency (EA) – the Customer</b>
<b>Invoice address:</b>	<p>Post: SSCL, Environment Agency PO Box 797 Newport Gwent NP10 8FZ</p> <p>Email: APinvoices-ENV-U@gov.sscl.com</p> <p>Following delivery of the Goods, the Contractor shall invoice the Customer. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order number and a breakdown of the Goods supplied in the invoice period.</p> <p>Any invoice not meeting these requirements cannot be processed and will be returned to the Contractor.</p>
<b>Contract Manager:</b>	<p>Name: [REDACTED] Phone: E-mail: [REDACTED]</p>
<b>Secondary Contact:</b>	NA
<b>Procurement lead</b>	<p>Name: [REDACTED] [REDACTED] E-mail: [REDACTED].</p>
<b>Name and address for notices:</b>	<p>Name: [REDACTED] Address: Environment Agency, Exeter Laboratory, Ada Lovelace Building, Upper Richardson, Clyst St Mary, Exeter</p>
<b>Internal reference (if applicable):</b>	34807 to be quoted on all correspondence relating to this Order Form:

TO

<b>Supplier:</b>	BioMerieux UK Ltd
<b>Contract Manager:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Secondary Contact:</b>	NA
<b>Account Manager:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Name and address for notices:</b>	Name: BioMerieux UK Ltd Address: Grafton Way, Basingstoke RG22 6HY

### 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)

<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))																												
<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> <table border="1" data-bbox="400 640 1118 983"> <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)																		
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	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 checked="" 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					
<b>(1.1) Commencement Date:</b> 01/02/2022					
<b>(1.2) Services Commencement Date (if applicable):</b> N/A					
<b>(1.3) Contract Price ((i) breakdown and (ii) payment profile):</b> Individual Purchase Orders will be raised on an "as-used" basis from multiple EA locations, up to a maximum spend of £749,194.35 during the contract period. Spend over and above this amount will not be permitted without the prior written consent of the Customer.					
Product Code	Product Description	Pack Size	Price	Estimated Annual Usage	Estimated Annual Value
280130	NucliSENS easyMAG Extraction Buffer 1	4x1 litre	██████	65	██████
280131	NucliSENS easyMAG Extraction Buffer 2	4x1 litre	██████	80	██████
280132	NucliSENS easyMAG Extraction Buffer 3	4x1 litre	██████	65	██████
280133	NucliSENS easyMAG Extraction Buffer Silica	384 extractions	██████	550 tests	██████
					<b>£749,194.35</b>
All prices are shown in £ Sterling (GBP) and exclusive of VAT. Payment will be made once delivery has been accepted by EA, and on the production of a valid invoice.					

**(1.4) Term of Contract:**

The Call-off Order shall commence on 01/02/2022 for a period of fourteen (14) months, expiring on 31/03/2023.

**(1.5) Term extension options:**

The Customer may extend the term of the Contract by up to twelve (12) months, until 31/03/2024 ("Extension"). The terms of the Contract shall apply throughout the period of the Extension.

**2. GOODS AND/OR SERVICES REQUIREMENTS****(2.1) Description of the Goods / Services:**

As detailed in the Table at (1.3), above.

The prices shall apply for the period from 01/02/2022 until 31/12/2022.

Pricing for the period 01/01/2023 to 31/03/2023, and for the Extension period (if exercised), shall be agreed no later than 30/11/22.

The prices in the National Microbiology Framework Lot 1 (Ref No: 5657) are maximum and shall not be exceeded without the prior written agreement of the Customer.

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

As specified in each individual Purchase Order from EA.

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

The contract shall be managed by EA's Contract Manager, who shall manage any issues that arise during the Contract period.

**(2.4) Performance standards:**

KPIs are detailed in Annex A.

**(2.5) Quality standards:**

The Goods are to be accepted as suitable by EA and are to perform to the manufacturer's specifications.

**(2.6) Contract monitoring arrangements:**

The Authority shall monitor and review performance and, if appropriate, instigate meetings and work closely with the Supplier to agree action plans. The Authority expects the Supplier to agree and implement these plans.

Performance details may be given by the Authority to PHE to inform performance under the National Microbiology Framework 5657 – Lot 1.

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

Quarterly Contract Performance review meetings shall be required in accordance with clause 8 of the Call-Off terms and conditions for the Supply of Goods and Services.

Two weeks prior to each meeting, the Supplier shall provide a written Contract management report to the Authority regarding the supply of Goods for the period since the previous report.

The report shall contain as a minimum:

- Details of Supplier performance under the Contract against KPIs.
- Details of any complaints received by the Supplier in relation to the supply of Goods, and of how the Supplier has responded.
- Any such other information as may be reasonably requested by the Authority.

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

N/A

**(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.

<b>5. LEASE / LICENSE (if applicable)</b>
<b>(5.1) The Authority is granting the following lease or licence to the Supplier:</b>  NA

Acceptance of the award of this Order shall be made by electronic signature, carried out in accordance with the 1999 EU Directive 99/93 (Community framework for electronic signatures) and the UK Electronic Communications Act 2000.

Acceptance of the offer comprised in this Order must be received within 7 days from the date of this award, and the agreement is formed on the date on which the Supplier communicates acceptance on the Customer's electronic contract management system ('Bravo'). No other form will be accepted.

**BY ACCEPTING THIS ORDER, THE SUPPLIER AGREES** to enter a legally binding contract with the Authority to provide the Goods specified in this Order, incorporating the rights and obligations in the Contract that are set out in the Framework Agreement entered into by the Supplier and Public Health England

## Annex A

### Order Specific Key Provisions

#### 1. Introduction

- 1.1 This Annex A includes any supplemental requirements and any other relevant details, information, provisions and terms, forming part of this Order Form, as envisaged by the Framework Agreement, the Ordering Procedure, the other parts of this Order Form, the Call-Off Term and Conditions for the Supply of Goods and the Provision of Services and/or as required by the Authority (as applicable to this Contract and to the extent not addressed elsewhere as part of this Order Form). For the avoidance of doubt, any further annexes, appendices, schedules or other documents referred to in this Annex A shall be deemed part of this Annex A and part of this Order Form.

#### Key Performance Indicators

KPI	Description	Measure	KPI Target
KPI 1 Customer Service	Early indication of any issues that may affect delivery timescales to be notified to EA (Customer) via email.  The Supplier shall respond to queries within one (1) Working Day of contact from the Customer. The response shall provide the Customer with either a suitable resolution within two (2) Working Days or agree a timescale for when the issue shall be resolved.	Notification of issues affecting delivery timescales.  Responses and resolution timescales are met.	100%
KPI 2 Delivery	Contractor delivers Goods to the agreed date on the Purchase Order.	Delivery against agreed timescales.	100%
KPI 3 Quality	The product is accepted as suitable by EA and performs to the manufacturer's specifications.	The product meets the required standards as stated in the specification.	100%