

Appendix 1**National Microbiology Framework Agreement
Order Form – C315151****FROM**

Authority:	UK Health Security Agency
Invoice address:	All invoices must be sent, quoting a valid purchase order number (PO Number), to: [REDACTED] UKHSA Billing Address: Accounts Payable; UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG UKHSA VAT No: GB888851648
Contract Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Secondary Contact: eg. business operational contact, project manager	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Procurement lead	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: UK Health Security Agency, UK Health Security Agency, 10 South Colonnade. London. E14 4PU.
Internal reference (if applicable):	To be quoted on all correspondence relating to this Order Form: Contract Reference: C315151

TO

Supplier:	Becton, Dickinson U.K. Limited Company Number: 00852702
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	Registered Address: 1030 Eskdale Road, Winnersh Triangle, Wokingham, Berkshire, RG41 5TS
Contract Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Becton, Dickinson U.K. Limited Address: 1030 Eskdale Road, Winnersh Triangle, Wokingham, Berkshire. RG41 5TS

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	☐ (only applicable if this box is checked)										
Appendix C	Optional Additional Call-off Terms and Conditions for Maintenance Services	☒ (only applicable if this box is checked)										
Appendix D	Optional Additional Call-off Terms and Conditions for Bespoke Research, Development and Manufacturing Requirements	☐ (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	☐ (only applicable if this box is checked)										
Appendix F	Optional Additional Call-off Terms and Conditions for Managed Equipment Services	☐ (only applicable if this box is checked)										
Appendix G	Optional Additional Call-off Terms and Conditions for Clinical Laboratory Diagnostic Testing Services	☐ (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 Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked: <table border="1"> <tr> <td>1. TUPE applies at the commencement of the provision of Services</td><td>☐</td></tr> <tr> <td>2. TUPE on exit</td><td>☐</td></tr> <tr> <td>3. Different levels and/or types of insurance</td><td>☐</td></tr> <tr> <td>4. Induction training for Services</td><td>☐</td></tr> <tr> <td>5. Further Authority obligations</td><td>☐</td></tr> </table>	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	☐	(only applicable if one or more boxes are 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	☐											

6.	Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services	☐	
7.	Inclusion of a Change Control Process	☐	
8.	Authority step-in rights	☐	
9.	Guarantee	☐	
10.	Termination for convenience	☒	
11.	Pre-Acquisition Questionnaire	☐	
12.	Time of the essence (Goods)	☐	
13.	Time of the essence (Services)	☐	
14.	Specific time periods for inspection	☐	
15.	Specific time periods for rights and remedies under Clause 3.6 of Schedule 2 of Appendix A	☐	
16.	Right to terminate following a specified number of material breaches	☐	
17.	Expert Determination	☒	
18.	Consigned Goods	☐	
19.	Improving visibility of Sub-contract opportunities available to Small and Medium Size Enterprises and Voluntary, Community and Social Enterprises	☐	
20.	Management Charges and Information	☐	
21.	COVID-19 related enhanced business continuity provisions	☐	
22.	Buffer stock requirements	☐	
23.	Modern slavery	☒	
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 Contract Commencement Date: The Contract shall commence on the date of signature by the Authority.

1.2 Services Commencement Date: Notwithstanding the date of execution, the Services Commencement Date shall be the date of signature by the Authority.

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

1.3.1 The maximum value of the services, for the instruments stated in clause 2.1 **(the “Instruments”)** of this Order Form, that can be ordered under this Contract is £1,372,230.63 (one million, three hundred and seventy-two thousand, two hundred and thirty pounds and sixty-three pence) only (excluding VAT). **(the “Contract Price”)**. Full details of the Contract Price per annum are contained in Annex B- Contract Price Breakdown, below. For the avoidance of doubt, the Authority is not committed to pay the full Contract Price.

1.3.2 The Contract Price is exclusive of VAT at the applicable rate but is inclusive of travel, expenses including subsistence, replacement parts and labour expenses.

1.4 Term of Contract:

1.4.1 The Contract shall commence on the Services Commencement Date unless terminated earlier, or extended, in accordance with its terms, expire on 31st October 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 not less than 3 (three) months written notice.

(1.5) Term extension options:

Not applicable.

2. SERVICES REQUIREMENTS

2.1 Description of the Services:

2.1.1 The Supplier shall provide the following service and maintenance provisions (the “Services”) in accordance with Annex C (the “Specifications”) of this Contract for the equipment contained within Annex B – Contract Price Breakdown in clause 1.3 above.

2.1.2 The Supplier shall at the earliest opportunity after the Commencement Date arrange, in

accordance with clause 2.2.4, to perform the preventative maintenance services stated in Annex C, clause 3.1 as soon as practical.

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

2.2.1 The Authority may at any time remove Instruments from the Contract or move Instruments between laboratory sites. The Authority may at any time substitute or add instruments to the Contract. The Authority shall provide the Supplier with as much notice of Instrument moves as possible and, in any event, not less than 10 (ten) days' notice. 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 and notwithstanding anything to the contrary herein, the Supplier shall be entitled to charge the Authority for any decommissioning and recommission which the Authority instructs the Supplier to undertake.

2.2.2 All planned performance of the Services shall be pre-advised by the Supplier to the Authority's primary delivery contact ("**Delivery Contact**") stated below at least 2 (two) Business Days prior to the Services being performed on any or all of the Instruments at the relevant Premises and Locations:

Name: [REDACTED]

Phone: [REDACTED]

E-mail: [REDACTED]

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

- a Supplier name;
- b Authority's PO Number.

2.2.4 The Delivery Contact will confirm:

- a) Booking reference number;
- b) Date and time of Supplier attending the relevant Premises and Locations;
- c) Premises and Locations address where the Services shall be performed.
- d) Any relevant policies, site guidelines/instructions in advance of the Supplier attending site

2.2.5 The Authority may refuse unscheduled performance of Services. In such event, the Supplier shall rearrange such performance of Services utilising the service delivery process set out in this Clause 2.2.

2.2.6 The Authority reserves the right to immediately remove from the Authority's site any Personnel who do not conform to the reasonable instructions, policies, rules and regulations of the Authority.

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

Name: [REDACTED]

Phone: [REDACTED]

E-mail: [REDACTED]

2.4 Performance standards:

- 2.4.1 The Supplier shall deliver the Services in accordance with Good Industry Practice.
- 2.4.2 Timely delivery of the Services in accordance with section 2.6 below.
- 2.4.3 Quality of Services i.e., Services performed in accordance with the Specification as stated in Annex 3 of this Order Form.

2.5 Quality standards:

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

2.6 Contract monitoring arrangements:

- 2.6.1 The Authority's Contract Manager (or their delegate) and Key Personnel of the Supplier shall meet to discuss the Supplier's performance and other matters connected to the delivery of the Contract. The frequency of such meetings shall be agreed between the Parties.

2.7 Management information and meetings:

- 2.7.1 Contract management meetings will be set up to monitor, but not limited to, the following:
- a Delivery of the KPIs and preventative maintenance activities as set out in Annex C – Specifications of Preventative Maintenance Activities
 - b Issues – including quality and performance
 - c Invoicing
 - d Callouts by laboratory staff, including root cause with reference to Instrument, associated serial number and incident number.
 - e Issues that may have arisen (where relevant) following PM necessitating reperformance of the required Services.
 - f Any other relevant business related to the scope of the Services
- 2.7.2 At the Authority's request, and within five (5) Business Days of such request, the Supplier shall provide such additional 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).
- 2.7.3 The Supplier shall submit the completed Management Information template (see Annex 6) 5 (five) Business Days prior to Contract management meetings.

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

- 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 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)

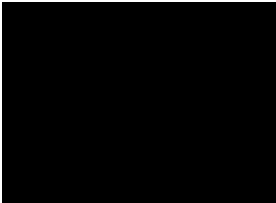
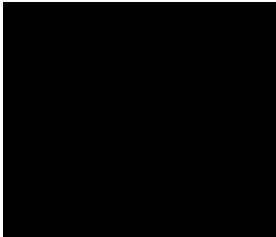
(4.1) Personal Data to be processed by the Supplier:

N/A

5. LEASE / LICENSE (if applicable)

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

N/A

For and on behalf of the Authority:	For and on behalf of the Supplier:
	

Annex A

Order Specific Key Provisions

1. Introduction

- 1.1. Upon receipt of your countersigned copy of this letter, the Authority will send you a unique PO Number per site. You must be in receipt of a valid PO Number before submitting an invoice.
- 1.2. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Authority contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

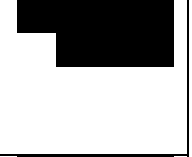
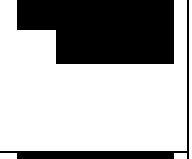
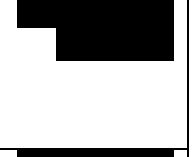
If you have a query regarding an outstanding payment, please contact our Accounts Payable section either by email to: [REDACTED] or by telephone [REDACTED] between 09:00-17:00 Business Days.

2. Acceptance of the Services

- 2.1 The Services shall be performed by the Supplier at the Premises and Location as agreed by the Parties in accordance with clause 2.2.3 of this Order Form.
- 2.2 The Authority shall ensure Staff shall have access to Premises and Location in accordance with clause 4 of the Call-Off Terms and Conditions.
- 2.3 The Authority shall (where relevant) provide Policies, site guidelines/instructions in advance of the Supplier attending site including the provision of any protective material such as PPE.
- 2.4 The Authority reserves the right to immediately remove from the Authority's site any Staff who do not conform to the reasonable instructions, policies, rules, and regulations of the Authority.
- 2.5 Performance of the Services shall be considered to have occurred when the Delivery Contact at the Authority's Premises and Location has signed the Acceptance of the Services form, thus confirming acceptance of the Services ("Acceptance"). In the event that the Services are not accepted by the Authority the Supplier shall reperform the Services at their own cost.
- 2.6 In the event that the Staff attend the Premises and Location, and the Equipment is unavailable for the Services to be performed on the date agreed between the Parties, the Parties will agree a revised date for the Services to be performed. The Supplier shall be able to request the reimbursement of the costs from the Authority in such an event and for the associated costs for a revisit i.e., calibration and labour time including travel.

Annex B- Contract Price Breakdown

Instrument	Serial Number	Product type	Location	Cover Level	2024/2025 Price (exc. VAT)	2025/2026 Price (exc. VAT)
Instrument Top Bactec Fx Packaged	FT6149	FX	Bath	BD Care Level 3		
Instrument Top Bactec Fx Packaged	FT6150 / FB3610	Stack	Bath	BD Care Level 3		
Nuc 5i5 Os Image Epicenter 7.X	G6MY724 00DUU	Epicenter	Bath	BD Care Level 3		
Bactec Mgit 960 Instrument	MG3936	Mgit 960	Birmingham	BD Care Level 3		
Bactec Mgit 960 Instrument	MG3025	Mgit 960	Birmingham	BD Care Level 3		
Bactec Mgit 960 Instrument	MG4540	Mgit 960	Birmingham	BD Care Level 3		
NUC 4 OS IMG IOT10/EPI 4.0	G6MY842 00LXK	Epicenter	Birmingham	BD Care Level 3		
Instrument Top Bactec Fx Packaged	FT6264 / FB3666	Stack	Birmingham	BD Care Level 3		
Instrument Top Bactec Fx Packaged	FT6265 / FB3673	Stack	Birmingham	BD Care Level 3		
Instrument Top Bactec Fx Packaged	FT6282 / FB3659	Stack	Birmingham	BD Care Level 3		

Instrument Top Bactec Fx Packaged	FT9432 / FB8508	FX	Birmingham	BD Care Level 3		
Instrument Top Bactec Fx Packaged	FT8234	FX	Birmingham	BD Care Level 3		
Instrument Top Bactec Fx Packaged	FT6123 / FB3624	Stack	Bristol	BD Care Level 3		
Nuc 5i5 Os Image Epicenter 7.X	G6MY702 005K9	Epicenter	Bristol	BD Care Level 3		
Nuc 5i5 Os Image Epicenter 7.X	G6MY702 005NV	Epicenter	Bristol	BD Care Level 3		
Bactec Mgit 960 Instrument	MG4486	Mgit 960	Bristol	BD Care Level 3		
Bactec Mgit 960 Instrument	MG3412	Mgit 960	Bristol	BD Care Level 3		
Instrument Top Bactec Fx Packaged	FT6074 / FB3591	Stack	Bristol	BD Care Level 3		
Instrument Top Bactec Fx Packaged	FT6075 / FB3589	Stack	Bristol	BD Care Level 3		
Instrument Top Bactec Fx Packaged	FT6140 / FB3608	Stack	Bristol	BD Care Level 3		
Instrument Top Bactec Fx Packaged	FT9266	FX	Bristol	BD Care Level 3		

BD Kiestra TLA&WCA	P-number: P-15- 00115 & P-15- 00114	BD Kiestra TLA&WCA	Bristol	BD Care Kiestra Gold		
Bactec Mgit 960 Instrument	MG1742	Mgit 960	Cambridge	BD Care Level 3		
Bactec Mgit 960 Instrument	MG2602	Mgit 960	Cambridge	BD Care Level 3		
Nuc 5i5 Os Image Epicenter 7.X	G6MY702 005J4	Epicenter	Cambridge	BD Care Level 3		
Instrument Top Bactec Fx Packaged	FT6275 / FB3691	Stack	Cambridge	BD Care Level 3		
Instrument Top Bactec Fx Packaged	FT6263 / FB3476	Stack	Cambridge	BD Care Level 3		
Instrument Top Bactec Fx Packaged	FT6273 / FB3682	Stack	Cambridge	BD Care Level 3		
Instrument Top Bactec Fx Packaged	FT6272	FX	Cambridge	BD Care Level 3		
Instrument Top Bactec Fx Packaged	FT6270 / FB3683	Stack	Cambridge	BD Care Level 3		
Instrument Top Bactec Fx Packaged	FT5958 / FB3681	Stack	Cambridge	BD Care Level 3		
BD Kiestra WCA	P-number: P-14- 00163	BD Kiestra WCA	Cambridge	BD Care Kiestra Gold		

BD Kiestra WCA install Base	P-number: P-23- 00113	BD Kiestra WCA install Base	Cambridge	BD Care Kiestra Enhanced		
Instrument Top Bactec Fx Packaged	T12744	FX	Colindale	BD Care Level 3		
Bactec Mgit 960 Instrument	MG7127	MGIT 960	Colindale	BD Care Level 3		
Bactec Mgit 960 Instrument	MG3410	Mgit 960	Colindale FW&E	BD Care Level 3		
Bactec Mgit 960 Instrument	MG3311	Mgit 960	Colindale NMRS	BD Care Level 3		
Bactec Mgit 960 Instrument	MG3324	Mgit 960	Colindale NMRS	BD Care Level 3		
Nuc 5i5 Os Image Epicenter 7.X	G6MY729 000D4	Epicenter	Colindale NMRS	BD Care Level 3		
Bactec Mgit 960 Instrument	MG3414	MGIT 960	Colindale NMRS	BD Care Level 3		
Instrument Bactec FX40 Packaged	FF1027	FX	Manchester Royal	BD Care Level 3		
Instrument Top Bactec Fx Packaged	FT6099 / FB3565	Stack	Manchester Royal	BD Care Level 3		
Instrument Top Bactec Fx Packaged	FT6100 / FB3568	Stack	Manchester Royal	BD Care Level 3		

Instrument Top Bactec Fx Packaged	FT6110 / FB3569	Stack	Manchester Royal	BD Care Level 3		
Instrument Top Bactec Fx Packaged	FT6037 / FB3588	Stack	Manchester Royal	BD Care Level 3		
Instrument Top Bactec Fx Packaged	FT6064/B1 2561	Stack	Manchester Royal	BD Care Level 3		
Bactec Mgit 960 Instrument	MG2946	Mgit 960	Manchester Royal	BD Care Level 3		
Bactec Mgit 960 Instrument	MG3827	Mgit 960	Manchester Royal	BD Care Level 3		
NUC 2B OS IMG IOT10/EPI 7.2	G6MY846 00P1Y	Epicenter	Manchester Royal	BD Care Level 3		
Instrument Top Bactec Fx Packaged	FT6219/B1 2571	Stack	Manchester Royal	BD Care Level 3		
Bactec Mgit 960 Instrument	MG3621	Mgit 960	Porton Down	BD Care Level 3		
LSR Fortessa B50R40V50UV 20YG50 6V	H647800E 6049	Fortessa	Porton Down	BD Care Level 3		
Rhapsody Scanner	1712003	Rhapsody	Chilton	BD Care Rhapsody		

Some items require a pre-inspection before maintenance cover will start as they have been out of service for over 3 months. This includes the following instruments:

- **LSR Fortessa** (B50R40V50UV20YG50 6V – H647800E6049) - Porton
- **Rhapsody Scanner** (1712003) – Chilton

LSR Fortessa B50R40V50UV20YG50	56771	Pre-Inspection	NA	To be completed prior to service contract commencing		
Rhapsody Scanner - 1712003	73331	BD Care Rhapsody	Scanner	10th September 2024 10th September 2025	9th September 2025 9th September 2026	

Annex C – Specifications of Preventative Maintenance Activities

The Supplier shall carry out the following preventative maintenance activities for the Authority for the relevant types of Instruments as part of the Services:

Our services include:

- Omni-channels and multilingual Technical Support Center
- BD Assurity Linc™ advanced remote service solution
- Preventative maintenance visits
- Unlimited repair visits
- Covered labor and travel
- Instrument spare parts
- Guaranteed field service engineer on-site response time for emergency
- Enhanced services (instrument uptime guarantee, loan modules, software updates and upgrades, IQ/OQ compliance services, Alliance service partnership)

BD Care Level 3 Plan

Maximize equipment utilization and achieve ultimate uptime

Our comprehensive next day response BD Care Level 3 service plan assures instrument performance and safeguards the availability of essential systems. A market-leading package that includes preventative maintenance visit(s) and kits, spare parts and laser coverage, routine software updates and upgrades, and the provision of a loan workstation if required. This high-level service plan is suited to all systems including heavily utilised critical equipment in clinical laboratories, pharma, CROs, research core facilities and other laboratories involved in time-sensitive work. Consider to take advantage of our BD Care Level 3 + with 95% instrument uptime guaranteed.

BD Care Service Plan	BD Care Level 1	BD Care Level 2	BD Care Level 3	BD Care Level 3+
Technical Support Center - Omni-channels and multilingual phone, chat, email support	✓	✓	✓	✓
BD Assurity Linc™ Remote Services	✓	✓	✓	✓
Guaranteed call back expectation	≤ 4 hours	≤ 2 hours	≤ 1 hour	≤ 1 hour
Preventative maintenance and PM kit	✓	✓	✓	✓
Field service corrective maintenance - Labor and travel	✓	✓	✓	✓
Field service emergency on site response time	≤ 72 hours	≤ 48 hours	≤ 24 hours	≤ 24 hours
Certified Spare Parts	10% off list price	Included but laser(s)	✓	✓
Up time guarantee & Performance Analytics dashboard (required BD Assurity Linc™)	-	-	-	✓
BD Software update (revision)	✓	✓	✓	✓
BD Software upgrade (excluding OS & hardware)			✓	✓
Loan modules - computer, monitor and accessories	-	✓	Message us	✓
Service update - reliability improvements	-		✓	✓
Installation and Operational Qualification (IQ/OQ)	10% off list price	10% off list price	20% off list price	20% off list price

Annex D- Management Information Template

CONTRACT DETAILS									
Contract Ref	PO#	Product Description	Qty ordered	Qty Serviced	Qty outstanding	PO end date	Total PO Value	Outstanding Invoice Value	PM Percent Completed
			0	0	0				
			0	0	0				

SERVICED									
Contract Ref	PO#	Instrument	Contract Type	Serial Number	Qty Serviced	Date of Scheduled PM	Actual Service Date	On time / Early / Overdue	Location

PLANNED SERVICES										
Contract Ref	PO#	Instrument	Contract Type	Serial Number	Qty Scheduled	Cover Start Date	Cover End Date	Date of Scheduled PM	Days to Scheduled PM	Location

INVOICES PRESENTED								
Contract Ref	PO#	Invoice Number	Invoice Value £	Invoice Date	Invoice Due Date	Invoice Due Date Check	Not Due / Overdue No. of Days	Invoice Paid Yes / No

AD HOC CALLOUTS									
Contract Ref	PO#	Instrument	Contract Type	Serial Number	Qty	Date Callout Requested	Date Callout Completed	Location	Summary of Issue