

**National Microbiology Framework Agreement
Order Form
Reference C201965
BioMérieux 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 of Nobel House, 17 Smith Square, London, SW1P 3HX (the “ Authority ”).
Invoice address:	Post: The UK Health Security Agency, Nobel House, Smith Square, London, SW1P 3JR Email: [REDACTED]
Contract Manager:	[REDACTED] [REDACTED]
Secondary Contact: business operational contact/project manager	[REDACTED] [REDACTED]
Procurement lead	[REDACTED] [REDACTED]
Name and address for notices:	[REDACTED] [REDACTED] Address: UK Health Security Agency, Nobel House, 17 Smith Square, London SW1P
Internal reference (if applicable):	CRE-ID 4291

TO:

Supplier:	BioMérieux UK Limited, Chineham Gate, 1st Floor Crockford Lane, Chineham, Basingstoke, RG24 8NA (the “ Supplier ”)
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Contract Manager:	<div></div> <div></div> <div></div> <div></div>
Secondary Contact:	<div></div> <div></div>
Account Manager:	<div></div> <div></div>
Name and address for notices:	<div></div> <div>BioMérieux UK Ltd Chineham Gate, Crockford Ln, Chineham, Basingstoke, RG24 8NA</div> <div></div>

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	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:	(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 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"/>	
	24. 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"/>	

1. CONTRACT DETAILS

(1.1) Commencement Date: As per dated UKHSA counter signature of this document.

(1.2) Services Commencement Date (if applicable): As per dated UKHSA counter signature of this document.

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

1.3.1 The total contract value shall be sixty-eight thousand, six hundred and thirty-six pounds and zero pence.(£68,636.00) (Excl. VAT) (the “Total Contract Value”).

1.3.2 The Total Contract Value is the maximum value of goods/services which can be ordered under this Contract.

1.3.3 Only orders placed directly by the Authority are binding under this Contract.

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

1.3.5 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions)

1.3.6 The Purchase Orders issued by the Authority in respect of this Agreement do not form part of this Agreement.

(1.4) Term of Contract:

1.4.1 This Contract shall be deemed to have commenced on the date of UKHSA countersignature of this document (the “Commencement Date”) and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 22nd September 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 90 days’ written notice.

1.4.3 Subject to further UKHSA budget approvals the Authority reserves the right to end the Contract at 31st March 2025. Should this early termination be required the Authority shall advise the supplier no later than 30 days prior to the original Contract end date.

(1.5) Term extension options:

N/A

2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods / Services:

The specification of the Goods (the "Specification") as set out by the manufacturer:

2.1.1 This contract covers the purchase of one (1) Biofire FilmArray Torch 2 - Catalogue #4704519 and two years of level 2 maintenance for the Biofire FilmArray Torch 2 - Catalogue #4705456.

FilmArray Torch 2 Modules (4704519)

L2-MAINT. CONTRACT FILMARRAY TORCH 2 (4705456) x 2
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The BIOFIRE® FILMARRAY® 2.0 System

The BIOFIRE 2.0 System enables simplified test ordering, faster turnaround times, and increased accuracy by minimizing manual data entry.

- High throughput of up to 175 samples per day
- Scalable configuration allows customized throughput and efficient use of laboratory bench space
- Offers [LIS connectivity](#), random-access operation, and single database management of up to 8 instruments per computer



2.1.2 The Supplier shall provide one-year full warranty service for the FilmArray Torch 2 Modules from the date of delivery.

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

2.2.1 The Supplier shall deliver the goods to the sites listed in Appendix 3.

2.2.2 All planned Services delivery shall be pre-advised by the Supplier to the Authority's primary delivery contact stated below (individually or collectively be known as the "Delivery Contact") at least 48 hours prior to attendance:

2.2.3 [REDACTED]

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

- Supplier name;
- Authority's Order Number;
- Item reference, Supplier's part code, description and quantity;
- Full service detail at item level and any special instructions originally entered for Authority's Order (e.g. project).

2.2.5 The Delivery Contact will confirm:

- Booking reference number;
- Date and time of service (where applicable); and
- Delivery address.

2.2.6 Delivery of the Goods/Services shall be considered to have occurred when the Delivery Contact or other authorised representative of the Authority at the Authority's nominated location has agreed that the delivery, installation and any validation work has been carried out to the suppliers

specification and has signed the delivery note to confirm acceptance.

2.2.7 To Deliver no later than 8 weeks from receipt of a purchase order, (for the avoidance of doubt, delivery which arrive on time but are not unloaded due to the driver's decision, deliveries which do not arrive and deliveries which arrive at the wrong delivery location shall also be considered late).

2.2.8 Upon signature of this contract, Biomerieux UK Limited hereby confirms that the Biofire FilmArray Torch 2 (#FLM2-ASY-0002) is suitable for transit and use in a mobile laboratory both in the UK and overseas. Therefore, the eligibility of the product warranty will not be affected nor negatively influenced by any transport of goods.

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



(2.4) Performance standards:

- The Supplier shall deliver the Goods/Services to good industry standards.
- Timely delivery of the Goods/Services in accordance with section 2.6 below.
- Quality of Goods/Services i.e. Goods/Services to meet Specifications as stated in section 2.1 & 2.5.
- Proof of delivery of the Goods/Services to be supplied with the invoice.

(2.5) Quality standards:

The Supplier shall provide the equipment detailed at 2.1 to the level of the Supplier's manufactured specifications as sold by the Supplier to the Authority.

(2.6) Contract monitoring arrangements:

The Authority Contract Manager (or their delegate) and the Supplier Contract Manager may meet Monthly (or such other frequency as reasonably requested by the Authority) 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.

(2.7) Management information and meetings:

2.7.1 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).

2.7.2 Performance and key performance indicators to be reported by the Supplier on an annual basis include:

1. List of current equipment (the "Asset Register");
2. Number of service call outs received with reference to associated equipment serial number;
3. Equipment performance reviewed including levels of equipment break down;
4. Review of response time and time to fix rate resolution
5. Details of callouts by location, including root cause analysis; and
6. Repairs carried on-site.

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:

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:

In accordance with the Data Protection Protocol.

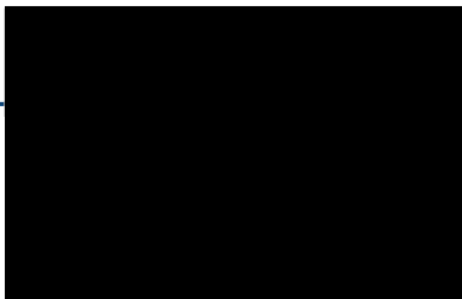
5. LEASE / LICENSE (if applicable)

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

N/A

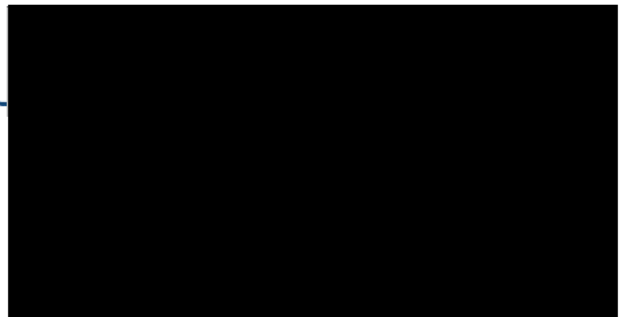
Signature for and on behalf of the Authority:

DocuSigned by:



Signature for and on behalf of the Supplier:

DocuSigned by:



Annex A

Order Specific Key Provisions

1. Delivery and Risk:

- 1.1. The Supplier shall deliver the Goods to the locations set out in Appendix 3 of this order form.
- 1.2. The Supplier will ensure that the provisions of service support are made in accordance with the terms of this Order Form including Appendices 1, 2 and 3 hereto, and the Call-Off Terms and Conditions.

2. Invoicing Process:

- 2.1 Payment terms are net 30 days from receipt of a valid 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 for each location. The Supplier must be in receipt of a valid PO number before submitting an invoice.
- 2.3 The Supplier shall provide an invoice to the Authority for all Services received and accepted by the Authority.
- 2.4 The Supplier shall send all invoices for approval and shall 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 The Supplier shall provide compliant invoices that include 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 In support of Services being delivered the Supplier shall provide to the Authority a signed delivery note confirming receipt of the services.
- 2.8 The UK Health Security Agency, Nobel House, Smith Square, London, SW1P 3JR Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to: [REDACTED].

Appendix 1 – Description of Goods/ Services

No.	Quantity	Catalog	Product		
1	1	4704519	FilmArray Torch 2 Modules		
2	2	4705456	L2-MAINT. CONTRACT FILMARRAY TORCH 2		

Appendix 2 – Warranty Service

BioFire TORCH 2 System - Warranty	
12 Month Product Warranty.	
Covers manufacturer defects.	
Covers all breakdowns.	
In the event of a breakdown occurring, BioMerieux UK Limited will swap out Pouch Running Units.	
Replacement units provided when a reader fails. Faulty reader collected for repair, then restored when fixed.	
Does not include on-site engineers to perform PM.	

Appendix 3 – Location for Delivery of Goods/ Services

Site	Address	
UK Health Security Agency – Porton Down	Manor Farm Road Porton Down Salisbury, Wiltshire United Kingdom SP4 0JG	