

Appendix 1

**National Microbiology Framework Agreement
Order Form**

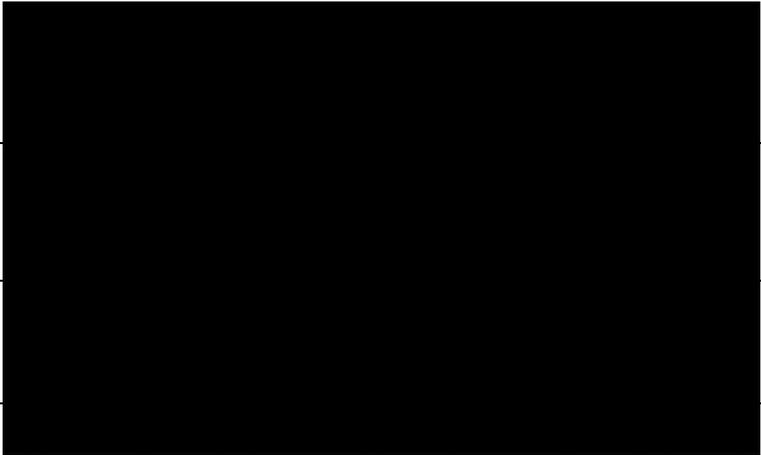
FROM

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:	All invoices must be sent, quoting a valid purchase order number (PO Number), to: payables@ukhsa.gov.uk UKHSA Billing Address: Accounts Payable. UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG UKHSA VAT No: GB888851648
Contract Manager:	
Secondary Contact: eg. business operational contact, project manager	
Procurement lead	
Name and address for notices:	Name:  Address: UK Health Security Agency of 10 South Colonnade, London E14 4PU
Internal reference (if applicable):	To be quoted on all correspondence relating to this Order Form: C417526

TO

Supplier:	Life Technologies Limited 3 Fountain Drive, Inchinnan Business Park, Paisley, PA4 9RF, United Kingdom Companies House Registration Number: SC083107
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National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

Contract Manager:		
Secondary Contact:		
Account Manager:		
Name and address for notices:		Address: 3 Fountain Drive, Inchinnan Business Park, Paisley, PA4 9RF

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 checked="" 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	Further Optional Additional Call-off Terms and Conditions	(only applicable if one or more boxes are checked)	
	Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is 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 checked="" type="checkbox"/>	
13.	Time of the essence (Services)	<input checked="" 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 checked="" type="checkbox"/> (only applicable if this box is checked)

1. CONTRACT DETAILS
(1.1) Commencement Date: The date of the last signature on this Order Form
(1.2) Services Commencement Date (if applicable): The goods and service shall be provided from the date of installation within six (6) weeks from delivering the instrument.
(1.3) Contract Price ((i) breakdown and (ii) payment profile): 1.3.2. The maximum value of the goods and services that can be ordered under this contract is £73,087.17 (Seventy-three thousand, eighty-seven pounds, seventeen pence) only (excluding VAT). (the "Contract Price") 1.3.2. Full details of the Contract Price are contained in Annex B. For the avoidance of doubt, the Authority is not required to order Goods up to the full Contract Price.
(1.4) Term of Contract: The initial term of the contract shall be up to the 31 st March 2026 from the date of the last signature.
(1.5) Term extension options: Not applicable

2. GOODS AND/OR SERVICES REQUIREMENTS
(2.1) Description of the Goods / Services: The Supplier shall provide the Goods and Services outlined in Annex B.
(2.2) Premises and Location(s) at which the Goods / Services are to be delivered / provided: Lab 01/092, Main Building 01, Porton Down Manor Farm Rd, Salisbury, SP4 0JG
(2.3) Key personnel of the Supplier to be involved in the Goods / Services: Not applicable.
(2.4) Performance standards: 2.4.1 The Supplier shall ensure the Goods are supplied, installed and commissioned in accordance with Annex C. 2.4.2 The Supplier shall ensure the Goods are delivered, installed and commissioned within five (5) weeks after receipt of the PO.
(2.5) Quality standards: The Supplier shall comply with quality standards outlined in Annex C for the Goods and Annex D for the Services

(2.6) Contract monitoring arrangements:

The Authority Contract Manager (or their delegate) and the Supplier Contract Manager Ad hoc 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 including:

- Satisfactory delivery of the Goods (for the avoidance of doubt: (a) deliveries which arrive on time but are not unloaded due to the driver's decision; (b) deliveries which do not arrive; and (c) deliveries which arrive at the wrong delivery location, shall also be considered late.
- Quality of delivery in accordance with this Contract, including Goods shipped at correct temperature to ensure integrity of goods, delivery presentation (the delivery must be presented in such a way that it can be unloaded safely and in a ready for use condition taking into consideration this Contract's requirements) and condition of the Goods (the Goods must be in a condition that is new and ready to use).
- Timely and accurate administration (including booking/amending delivery times and orders and invoices, delivery advice notes and labels and management information) being in accordance with the requirements of this Contract.

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

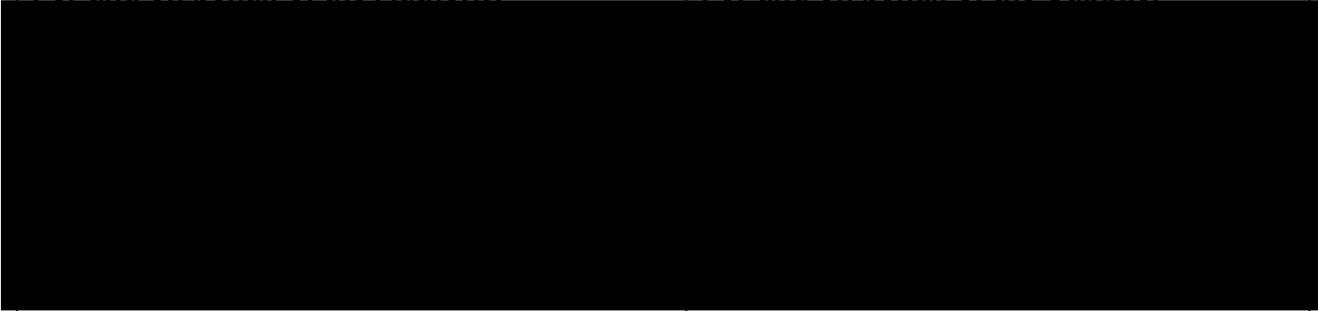
(3.2) Duration that the information shall be deemed Confidential Information:

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: Not applicable

For and on behalf of the Authority	For and on behalf of the Supplier
	
Date Signed: 04/02/26	Date Signed: 04/02/2026

Annex A

Order Specific Key Provisions

1. Invoicing Terms

- 1.1. Payment terms are net 30 days from receipt of a valid invoice.
- 1.2. Following signature of the contract by both Parties, the Authority will send a unique PO number. The Supplier must be in receipt of a valid PO number before submitting an invoice.
- 1.3. The Supplier shall provide an invoice to the Authority for all Goods delivered to the Authority.
- 1.4. All invoices must be sent for approval and shall include the proof of delivery to the Authority's designated finance mailbox e-mail: payables@ukhsa.gov.uk and their agreed representative before being submitted for payment.
- 1.5. The Supplier shall provide compliant invoices that include, 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.
- 1.6. In support of Goods delivered, the Supplier shall provide to the Authority a signed delivery note confirming receipt of the Goods at the Authority's nominated Premises and Locations.
- 1.7. Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to: payables@ukhsa.gov.uk

Annex B - Description of the Goods / Services:

SKU	Description	List price (exc VAT)	Discount price (exc VAT)	Savings
AMF5000SV	EVOS M5000 IMAGING SYSTEM			
AMEP4645	POWER CORD - UK, EVOS FL/ XL EACH			
A40109	DIGITAL SMARTSTART, EVOS M5000 EA			
AMEP5010	EVOS FL PH OBJ BUNDLE 4X/10X/20X LWD FLUORITE OBJS			
AMEP4983	OBJ FL 40X LWDPH 0.65NA/ 1.79WD EACH			
AMEP4951	EVOS LIGHT CUBE, GFP 2.0 ONE			
AMEP4950	EVOS LIGHT CUBE, DAPI 2.0 ONE			
AMEP4956	EVOS LIGHT CUBE, CY5 2.0 ONE			
AMEP4619	HOLDER PACK, AMEP-VH001, VH010 EACH			

Annex C – Specification of the Goods

The packing dimension of EVOS M5000 is 100cmX70cmX70cm, and weight 35Kg.



EVOS M5000
Specifications.pdf

Annex D - Specification of the Services

Installation and training are included within the package of purchase

Installation

- On-site installation of the imaging system by the supplier's Imaging Specialist.
- Installation visit to be scheduled once the system has arrived on site and permission to attend has been granted by UKHSA.

Training

- Half-day training session (approx. 3–4 hours).
- Training content includes:
 - Introduction to the microscope
 - Hardware operation
 - Software usage
 - Data analysis
- Training typically accommodates up to five participants, with flexibility for additional requirements where feasible.