

PHE National Microbiology Framework Agreement Order Form

FROM

Authority:	The Secretary of State for Health and Social Care as part of the Crown through the UK Health Security Agency of Nobel House, 17 Smith Square, London, SW1P 3HX.
Invoice address:	Post: Accounts Payable, UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG. VAT No: GB888851648 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 Nobel House, 17 Smith Square, London, SW1P 3HX
Internal reference (if applicable):	C98569

TO

Supplier:	VWR International Ltd Address : VWR International Ltd, Hunter Boulevard, Magna Park, Lutterworth, LE17 4XN
Contract Manager:	Name: [REDACTED] Phone: [REDACTED] [REDACTED]
Secondary Contact:	Name: [REDACTED] - [REDACTED] [REDACTED] Phone: - [REDACTED] E-mail: - [REDACTED]

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

Account Manager:	Name [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Name and address	Name: [REDACTED]
for notices:	Address: VWR International Ltd, Hunter Boulevard, Magna Park, Lutterworth, LE17 4XN.

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	<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 insurances</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 insurances	<input type="checkbox"/>	<p>(Only applicable if one or more boxes are checked)</p>
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 insurances	<input type="checkbox"/>							

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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	<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"/>

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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.

☒

(only applicable if this box is checked)

1. CONTRACT DETAILS

(1.1) Commencement Date: 30th September 2022

(1.2) Services Commencement Date: 30th September 2022

(1.3) Contract Price

The maximum value of the Services that can be ordered under this Contract is £18,000 (eighteen thousand pounds) excluding VAT (the “**Contract Price**”). Full details of the Contract Price are contained in the Table 1a in Clause 1.3.1 of this Order Form. For the avoidance of doubt, the Authority is not committed to pay the Contract Price.

1.3.1 Contract Price Breakdown

The Authority requires, and the Supplier shall provide, the planned maintenance for equipment types in Table 1a within this Clause. The Authority reserves the right, at its sole discretion, to increase or decrease the number of items that require servicing during the Term.

Table 1a: Contract Price

Description	Model ID	No. at Delivery Location	Planned Maintenance Price per equipment	Total (Excl VAT)
Under Bench Fridges	1610-25	16		
Under Bench Freezers	1500-24D	13		
Under Bench Freezers	1610 – 25C	01		
Standing Double door Fridges	LKPv 1420	13		
Standing Ultra Low Temperature – Freezers	SUFSG7001-70A	11		
Multidrop Combi	5840300	14		
Control Microtitre	BCE1241-1S	02		

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Control Microtitre	611-4841	7		
Allowance for parts, labour and travel for repairs following PM visits in accordance with clause 2.4 and Appendix F of this Contract.				
Total				£18,000

1.3.2 Payment Profile

The Supplier shall invoice monthly in arrears in accordance with Annex A clause 2 – Invoicing Process.

Any POs issued by the Authority in respect of this Agreement do not form part of this Contract.

1.4 Term of Contract

1.4.1 This Contract shall commence on 30th September 2022 ("**Commencement Date**") and shall, subject to clause 1.5 and unless terminated earlier in accordance with its terms, expire on 31st March 2023 (the "**Term**").

1.4.2 Without prejudice to any other right of termination set out in this Contract, the Authority may terminate this contract, in whole or in part, for convenience by giving the Supplier not less than twelve (12) weeks' notice in writing.

1.4.3 Any contractual terms included in the quotations do not form part of this contract.

1.5 Term extension option

1.5.1 The Authority may give notice to the Supplier of its intention to extend in part or in its entirety in accordance with clauses 1.5.2 and 1.5.3 of this Contract (the "**Extension Requirements**") the Term for 1(one) optional period of up to 12 (twelve) months from 1st April 2023 (the "**Extension Period**") in accordance with clause 15.2 of the Call-Off Terms and Conditions by no later than 28 February 2023.

1.5.2 The Supplier shall, no later than 10 (ten) Business Days after receiving the Extension Requirements provide its proposals to provide the Extension Requirements.

1.5.3 The Parties shall, acting reasonably and in good faith, discuss and agree the terms on which the Supplier shall provide the Extension Requirements during the Extension Period. These terms shall be incorporated into this Contract by way of variation in accordance with clause 21 of the Call-Off Terms and Conditions.

2. GOODS AND/OR SERVICES REQUIREMENTS

2.1 Description of the Services:

This Contract covers the planned maintenance services ("**PM**") and ad-hoc repair requirements for the equipment at the Premises and Location.

The PM service and ad-hoc repairs to be provided by the Supplier under this Contract (the "**Services**"). Equipment details is set out in Annex B (Equipment to be serviced and maintained) ("**Equipment**"). Following is the high-level summary of the Equipment that require PM.

Description	Model ID	No. of Equipment at RFL
Under Bench Fridges	1610-25	16
Under Bench Freezers	1500-24D	13
Under Bench Freezers	1610 – 25C	1
Standing Double door Fridges	LKPv 1420	13
Standing Ultra Low Temperature – Freezers	SUFSG7001-70A	11
Multidrop Combi	5840300	14
Control Microtitre	BCE1241-1S	2
Control Microtitre	611-4841	7

2.2. The Authority may, at any time during the Term by the provision of two (2) months' notice to the Supplier, add or remove equipment from the specification in accordance with clause 21 of the Call-Off Terms and Conditions.

2.3 The Services shall be supplied in accordance with the following specification (the "**Specification**"):

Planned Maintenance of the equipment

2.3.1 The Supplier shall provide basic service cover for each equipment located at the Delivery Location. Equipment list is set out in Annex B.

- a. One (1) PM for all equipment as per PM schedule set out in Annex C.
- b. Free telephone support for technical service. Service desk number [REDACTED]
- c. Planned firmware and software updates
- d. Submission of signed PM service report via email as evidence of PM completion. For the avoidance of doubt, the PM service report shall be signed by the representative of both the Parties.
- e. Services to be provided during Business Days between office hours (08:00 - 17:00)
- f. Supplier shall agree in writing with the Authority's Contract Manager and Authority's Delivery Contact, stated in clause 2.5.2, of this Contract a timetable for the PMs to be performed within the Term of this Contract.

Ad-hoc Repairs

2.3.2 The Supplier shall provide ad-hoc repairs for the Equipment as and when required, subject to clauses 2.4 and 2.4.1, during the Contract Term.

- Initial telephone support to be provided to the Laboratory team to resolve any issues. The Authority shall call service desk on [REDACTED] and register the call via emailing service desk at [REDACTED]
- Supplier Staff shall attend the Delivery Location within 3 (three) Business Days of a call/email being placed by the Authority's delivery contacts as stated in clauses 2.5.3 and 2.5.4 below.
- Ad-hoc repair report details to be submitted via email as evidence of repairs being completed. The report shall be signed by the authorised representative of the Authority.
- Services to be provided during Business Days between office hours (08:00 - 17:00).
- All parts required for repairs shall be provided at discounted price as stated in clause 2.4 below. For the avoidance of doubt, the discounted price listed in Annex F of this Contract shall be valid until and including 31st March 2023.

2.4 The Supplier shall agree in advance the cost of repairs with the Authority's authorised personnel. Details of Staff call out charges are set out in the table below:

Description	Total Price (Excl VAT)
Staff call out charge (includes 1 hour of labour time)	[REDACTED]
Half day rate (Includes Staff labour and travel time)	[REDACTED]
Full day rate (Includes Staff labour and travel time)	[REDACTED]
Parts	<p>For frequently used parts for items 31 to 44 of Annex B please refer to Annex F of this Contract.</p> <p>For all other parts, Supplier shall advise and agree with the Authority at the time the price of the required parts which shall be [REDACTED] less than the list price for those parts. Supplier shall provide evidence to that effect to the Authority.</p>

2.4.1 The Authority may at its sole discretion issue further POs for the ad hoc repairs subject to clause 2.4 above. The Supplier must be in receipt of a PO from the Authority for all ad hoc repairs that would exceed the Contract Price.

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

The Supplier shall perform the Services at:

Rosalind Franklin Laboratory
Precision Park
Juno Drive
Leamington Spa
CV31 3RG
(**"Delivery Location"**)

2.5.2 All planned Services shall be confirmed by the Supplier to the Authority's primary delivery contact and the additional delivery contact stated below (individually or collectively known as the **"Delivery Contact"**) at least 2 (two) Business Days prior to attendance:

2.5.3 Primary delivery contact: [REDACTED] Email: [REDACTED]

2.5.4 Additional delivery contact: [REDACTED] Email: [REDACTED]

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

- Supplier name
- Authority's PO Number

2.6. The Authority shall grant the Supplier and its Staff reasonable access to the Delivery Location in accordance with clause 4.2. of the Call-Off Terms and Conditions.

2.7 The Authority reserves the right to immediately remove from the Delivery Location the Supplier and any its Staff who do not conform to the reasonable instructions, policies, rules and regulations of the Authority.

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

[REDACTED]
Phone: [REDACTED]

E-mail: [REDACTED]

[REDACTED] - [REDACTED]
Phone: - [REDACTED]

E-mail: - [REDACTED]

2.9 The Supplier shall adhere as a minimum to the following performance standards.

2.9.1 The Services shall be completed during the Term in accordance with clause 2.3.1. f above.

2.9.2 Suitably qualified Staff to respond and where possible resolve technical queries within 24 hours of call or email being sent to the Suppliers admin team at [REDACTED]

2.9.3 Staff shall attend the Delivery Location within 3 (three) Business Days after confirmation that an ad hoc repair is required where the issue has not been able to be resolved via telephone support.

2.10 Quality standards

2.10.1 The Supplier shall carry out the PM and repairs to the equipment as per the manufacturers specifications and to maintain the laboratories UKAS ISO 15189 accreditation.

2.10.2 The Supplier shall complete the PM service report for each and every equipment for which the PM is completed. Sample PM reports are as set out in Annex C.

2.10.3 The Supplier shall ensure the accreditations set out in Annex E – ISO 17025 Certificate shall be maintained throughout the Term.

2.11 Contract monitoring arrangements

The Authority's Contract Manager and Supplier's Contract Manager shall meet at least monthly (unless otherwise notified by the Authority) to discuss the Supplier's performance and other matters connected to the delivery of the Contract (unless otherwise requested by the Authority).

2.12 Management information

2.12.1 On a monthly basis the Supplier will provide a MI report that includes:

- Schedule of forthcoming PMs for all Equipment;
- Completed PMs;
- Number of Ad Hoc Repair call outs received with reference to associated equipment serial number; and.
- Details of callouts for Ad Hoc Repairs including parts replaced, costs of parts, and issue(s) reported.

2.12.2 At the Authority's request, within five (5) Business Days of such request, the Supplier shall provide such management information to the Authority.

2.12.3 Sample MI report is set out in Annex D.

3. CONFIDENTIAL INFORMATION (if applicable)

3.1 The following information shall be deemed Confidential Information

Pricing and individual contact details.

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

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Signed
For and on behalf of the Authority

DocuSigned by:


Full Name: 
Job Title/Role: 
Date Signed: 03/10/2022

Signed
For and on behalf of the Supplier

DocuSigned by:


Full Name: 
Job Title/Role: 
Date Signed: 29/09/2022

Annex A

Order Specific Key Provisions

1.Delivery and Risk:

1.1. The Supplier shall deliver the services to the locations set out in section 2.2 of the Order Form.

1.2. The Supplier will ensure that provision of the services are made in accordance with the terms of this Order Form and the Call-Off Terms and Conditions.

2.Invoicing Process:

2.1 Payment terms are net 30 days from receipt of a valid monthly 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. The Supplier must be in receipt of a valid PO number before submitting an invoice.

2.3 The Supplier shall provide a consolidated monthly invoice to the Authority for all Services received and accepted by the Authority each month.

2.4 All invoices should be sent for approval and must include the proof of Acceptance 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.

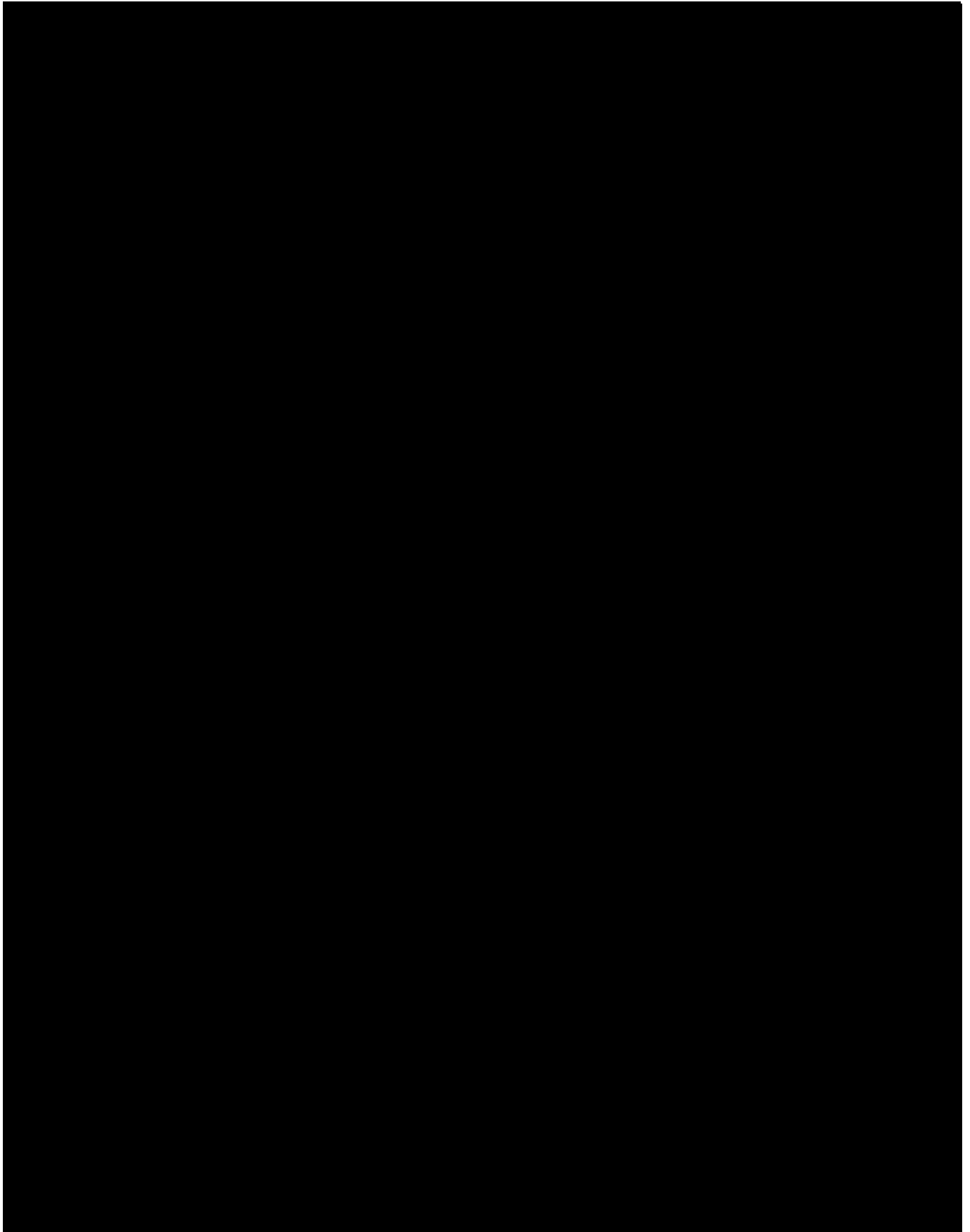
2.5 All invoices must be sent quoting a valid purchase order number. The Supplier shall provide a current statement of accounts on a monthly basis; this is a standard commercial process and should show all invoices raised and amounts outstanding.

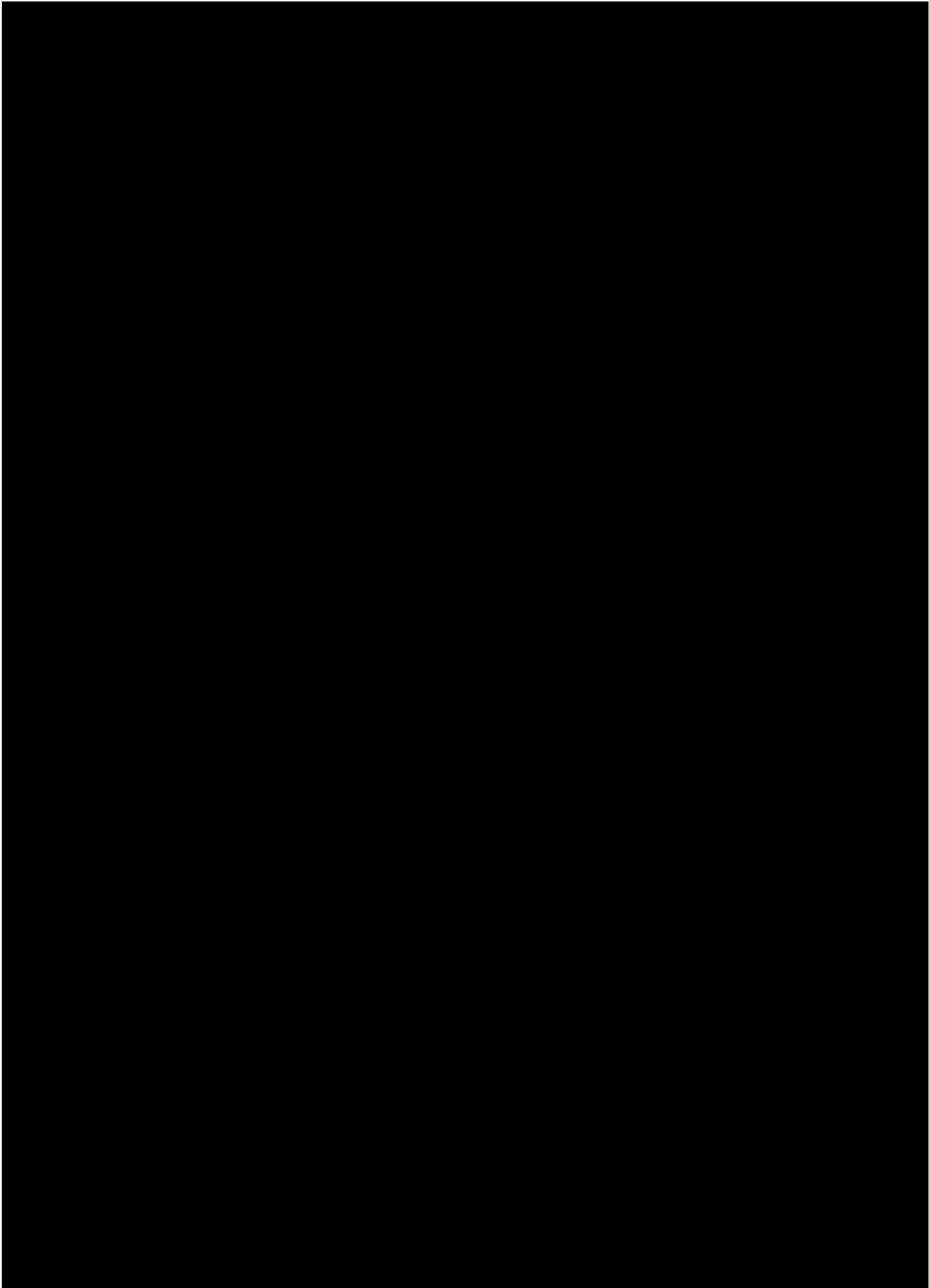
2.6 To avoid delay in payment it is important that the Supplier provides a compliant invoice that includes, as a minimum, a valid PO number, PO line item number (if applicable), PO line description, and the details (name and telephone number) of the Authority's authorised representative. Non – compliant invoices will be sent back to the Supplier, which may lead to a delay in a payment.

2.7 If you have a query regarding an outstanding payment, please contact our Accounts Payable section by email to: [REDACTED]

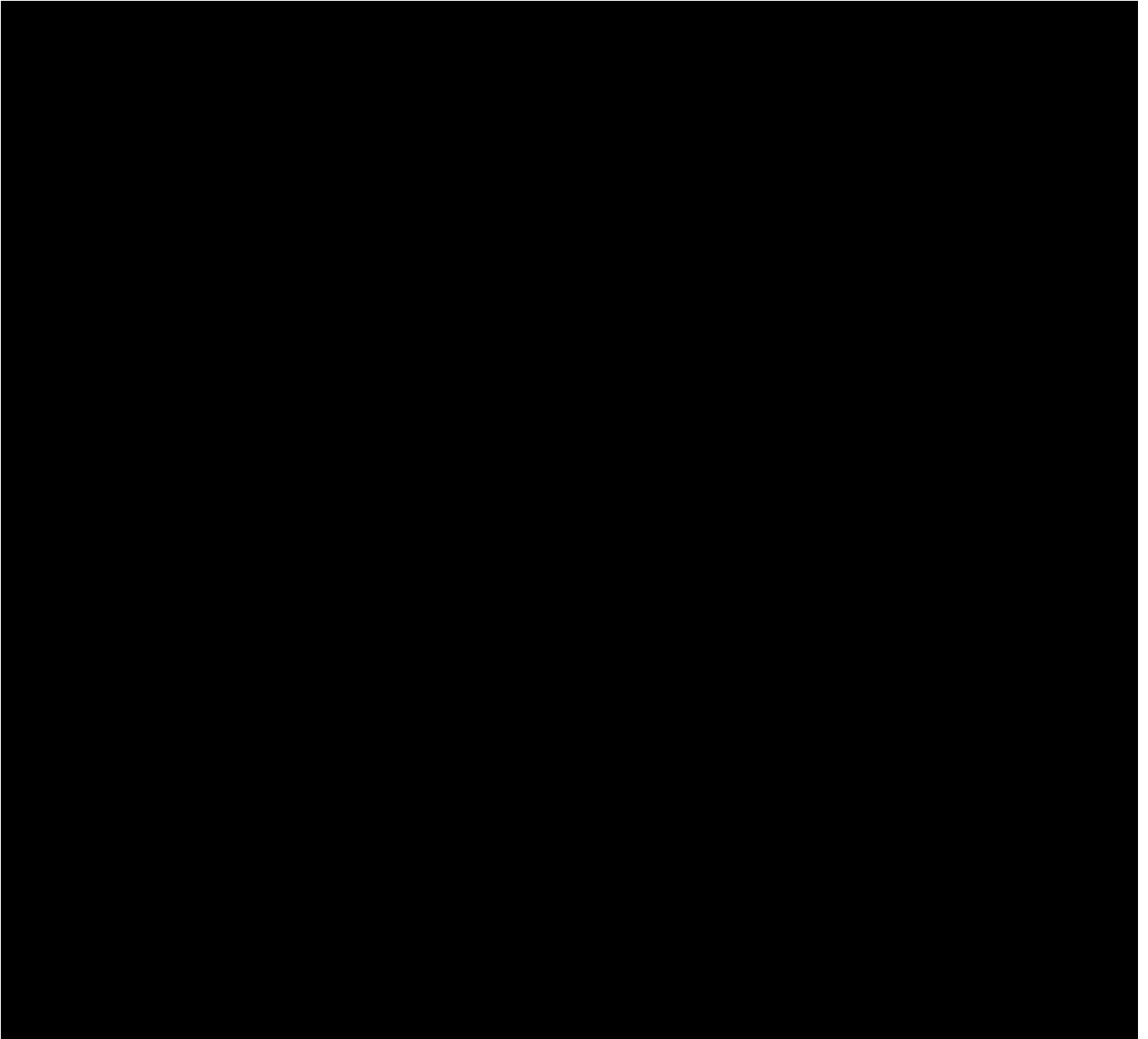
Annex B – Equipment to be serviced and maintained

The Supplier shall carry out PM for all the equipment as per the next due date. For equipment that is overdue PM service schedule shall be agreed with the Authority following receipt of the PO.

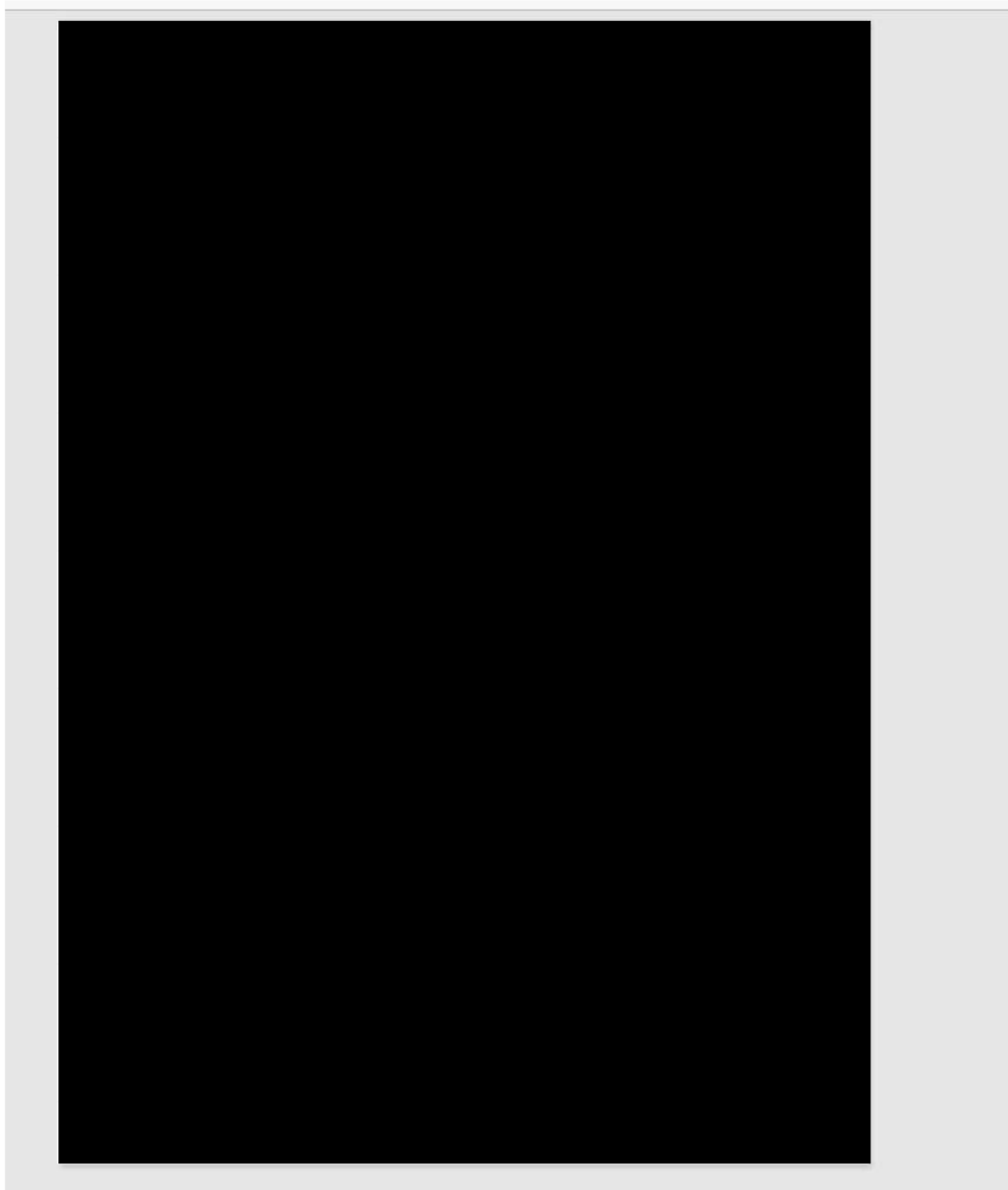




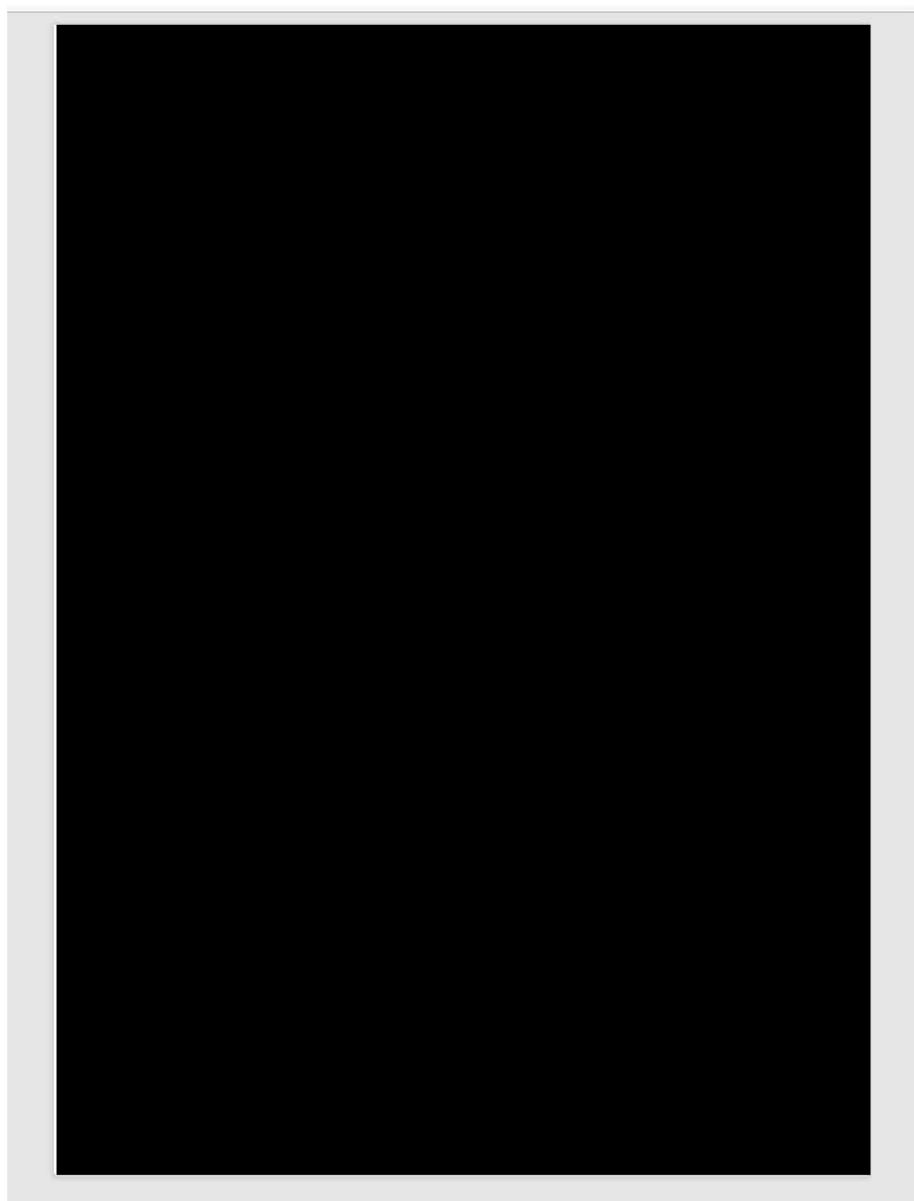
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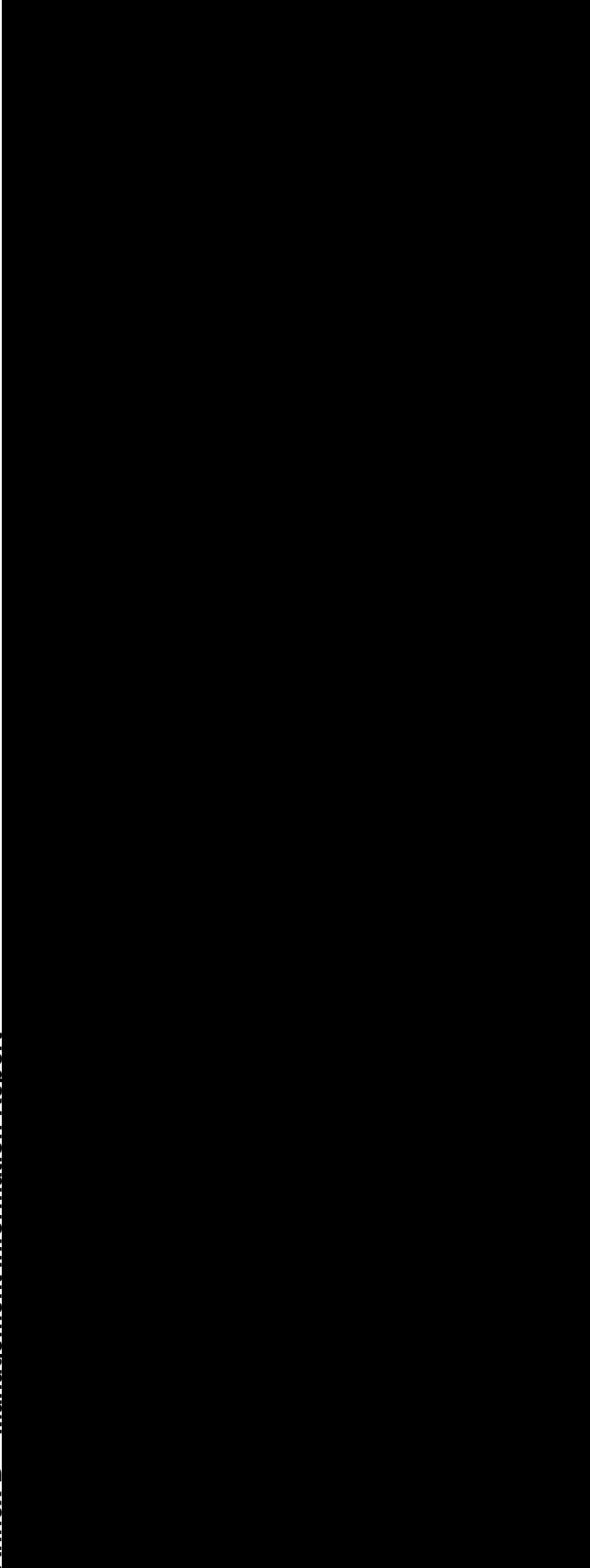
Annex C – PM Service Report



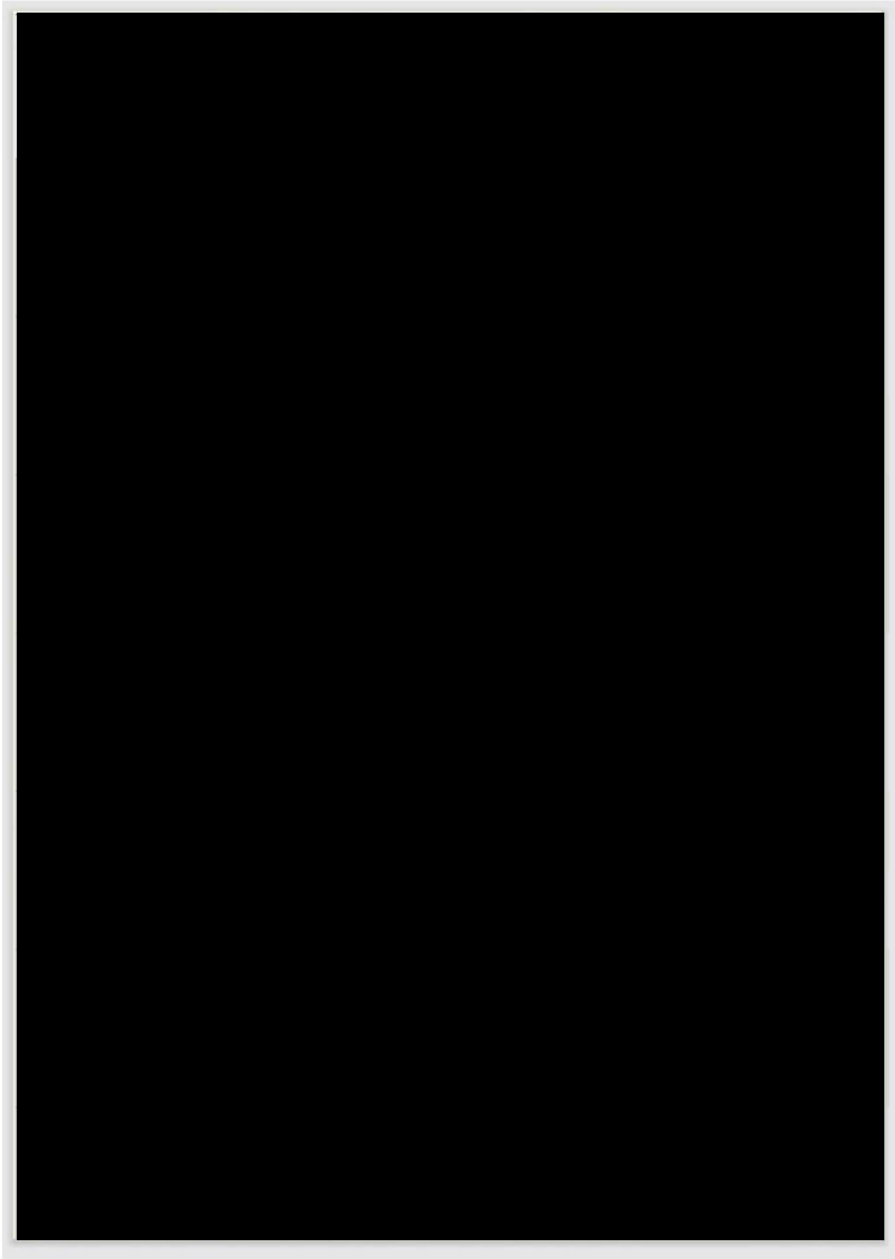
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Annex D – Management Information Report



Annex E – Accreditation Certificate



Annex F – Frequently Used Parts – List price and discounted price

Annual recommended spare parts for items 31 to 44 of Appendix B only. List Price and Discounted Price as per table below.

Description	Pk	VWR Catalog Number	List Price	Discounted Price (10% discount)
SMART standard tube dispensing cassette (with 400 mm tubing set)	1	736-0392	██████	██████
SMART standard tube dispensing cassette (with 400 mm tubing set)	5	736-0416	██████	██████
SMART long standard tube dispensing cassette	1	736-0417	██████	██████
SMART small tube plastic tip dispensing cassette	1	735-0631	██████	██████
SMART small tube plastic tip dispensing cassette	5	LABH24073001	██████	██████
SMART small tube metal tip dispensing cassette	1	735-0632	██████	██████
SMART small tube metal tip dispensing cassette	5	LABH24073002	██████	██████
Small tube plastic tip dispensing cassette for volumes 0.5 - 50 µl	1	735-0261	██████	██████
Small tube plastic tip dispensing cassette	5	736-3000	██████	██████
Small tube metal tip dispensing cassette	5	736-3001	██████	██████
Long, small tube, plastic tip dispensing cassette	1	736-0418	██████	██████
Long, small tube, metal tip dispensing cassette	1	736-0419	██████	██████