

## Appendix 1

National Microbiology Framework Agreement  
Order Form

## FROM

<b>Authority:</b>	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")
<b>Invoice address:</b>	Address: The UK Health Security Agency, Nobel House, Smith Square, London, SW1P 3JR Email: [REDACTED]
<b>Contract Manager:</b>	Name: [REDACTED] [REDACTED]
<b>Secondary Contact: e.g. business operational contact, project manager</b>	Name: [REDACTED] [REDACTED]  Name: [REDACTED] [REDACTED]
<b>Procurement lead</b>	Name: [REDACTED] [REDACTED]
<b>Name and address for notices:</b>	Name: [REDACTED]  Address: UK Health Security Agency Nobel House, 17 Smith Square, London, SW1P 3HX
<b>Internal reference (if applicable):</b>	C103911

## TO

<b>Supplier:</b>	SPT Labtech Ltd, Melbourn Science Park, Melbourn, Royston, Herts, SG8 6HB (the "Supplier")
<b>Contract Manager:</b>	[REDACTED] [REDACTED]
<b>Secondary Contact:</b>	[REDACTED] [REDACTED]

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

<b>Account Manager:</b>	[REDACTED]
<b>Name and address for notices:</b>	Name: SPT Labtech Limited Address: Melbourn Science Park, Cambridge Road Melbourn, Royston, Hertfordshire, SG8 6EE

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

**Applicable terms and conditions**

The following terms and conditions are applicable to the Contract for this Order:

<b>Appendix A</b>	Call-off Terms and Conditions for the Supply of Goods and the Provision of Services	<b>Applicable to this Contract</b>	
<b>Appendix B</b>	Optional Additional Call-off Terms and Conditions for Installation and Commissioning Services	<input type="checkbox"/> (only applicable if this box is checked)	
<b>Appendix C</b>	Optional Additional Call-off Terms and Conditions for Maintenance Services	<input type="checkbox"/> (only applicable if this box is checked)	
<b>Appendix D</b>	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))	
<b>Appendix E</b>	Optional Additional Call-off Terms and Conditions for Reagent Rental	<input type="checkbox"/> (only applicable if this box is checked)	
<b>Appendix F</b>	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>	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"/>		
	6. Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services	<input type="checkbox"/>	

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

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 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 checked="" 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
<p><b>(1.1) Commencement Date:</b> 10 October 2022</p>
<p><b>(1.2) Services Commencement Date (if applicable):</b> N/A</p>
<p><b>(1.3) Contract Price ((i) breakdown and (ii) payment profile):</b></p> <p>1.3.1. The total contract value shall be eight hundred and two thousand, two hundred pounds and ninety five pence (£802,200.95) (Excl. VAT) (the <b>“Total Contract Value”</b>)</p> <p>1.3.2. This comprises of supply for consumables for SPT Labtech liquid handler equipment to support testing across UKHSA sites.</p> <p>1.3.3. Following execution of this Contract, the Authority shall submit to the Supplier purchase orders for the Total Contract Value (the <b>“Purchase Order”</b>). The Purchase Orders shall be for the Goods specified in Annex 2 (the <b>“Goods”</b>) and for the values specified in Annex 3:</p> <p>1.3.4 For the avoidance of doubt, the Authority is not committed to pay the Total Contract Value.</p> <p>1.3.5 Only orders placed directly by the Authority are binding under this Contract.</p> <p>1.3.6 See Annex 1 - Goods Information and Pricing for the price of the Goods.</p> <p>1.3.7 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions), including the provision of monthly consolidated invoices.</p> <p>1.3.8 Payment terms are net 30 days in arrears from the date the Authority receives valid consolidated invoices in accordance with this Contract.</p> <p>1.3.9 The Purchase Orders issued by the Authority in respect of this Agreement do not form part of this Agreement.</p>
<p><b>(1.4) Term of Contract:</b></p> <p>1.4.1 This Contract shall commence on 10th October 2022 (the <b>“Commencement Date”</b>) and shall, unless terminated earlier or extended, in accordance with its terms, expire on 31<sup>st</sup> March 2023 (the <b>“Term”</b>).</p> <p>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.</p>
<p><b>(1.5) Term extension options:</b></p>

1.5.1 None

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

This Contract covers the consumables required for SPT Labtech instruments currently installed across the UKHSA laboratory network as listed below:

Qty	Part no.	Description
157	4150 – 03032	Spool of 13500 Gamma Ray Sterilised Pipettes 9mm Pitch HV
348	4150 -03033	Spool of 18500 Gamma Ray Sterilised Pipettes 4.5mm Pitch HV
82	4150 -07204	Dragonfly discovery sterile reservoirs (Pack of 50)
277	4150 -07209	Dragonfly discovery sterile, Ultra low retention syringes (Pack 100 w/Plungers)
33	4150 - 07219	Dragonfly discovery 6-Way Pumped AFR (Pack of 10)
1	Shipping charge	

2.1.1 The Authority may, but is not obliged to, order, and the Supplier shall provide, the Goods as specified in Annex 2 (the "Specification") to be delivered and used within UKHSA laboratories over the Term

2.1.2 Subject to Clauses of this Order Form, the Authority shall be entitled to order the Goods, and the Supplier shall provide the Goods.

**Ordering Procedure:**

2.1.3 The Authority may, but shall not be obliged to, provide the Supplier with call off orders for the Goods up to, but not exceeding cumulatively the Contract Price.

2.1.4 The Parties agree that the period of 2 Weeks is adequate notice.

2.1.5 Where the Authority provides the Supplier with a call off order pursuant to clause 2.1.1 above with notice that is not less than the period specified in clause 2.1.4 above then the Supplier shall fulfil such call off order.

2.1.6 The Supplier shall ensure the Goods delivered comply with the Specification and the Supplier's description of the Goods (which will contain any relevant technical information, quality standard, relevant testing and validation information and any relevant handling and storage information given).

2.1.7 The supplier warrants that any Goods that are shown to fail this Specification within the expiry date required for the goods are, at the Authority's sole discretion, either replaced or full credit given.

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

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

The Supplier shall provide goods to the Laboratories as detailed in Annex 1 (Goods information and pricing) and to the locations below:

Location	FAO
61 Colindale Avenue Colindale London NW9 5EQ	[REDACTED]
Rosalind Franklin Laboratory Precision Park, Juno Drive Royal Leamington Spa CV31 3RG	[REDACTED]
Porton Down Laboratory Manor Farm road Porton Down Salisbury SP4 0JG	[REDACTED]
Southmead hospital Southmead road Bristol BS10 5NB	[REDACTED]
Birmingham Heartlands Hospital Bordesley Green East Bordesley Green Birmingham B9 5SS	[REDACTED]
Old Medical school Leeds General Infirmary Leeds LS1 3EX	[REDACTED]
Public Health Laboratory Manchester 2 <sup>nd</sup> Floor, Clinical Sciences Building 2 Manchester Royal Infirmary Oxford Road Manchester M13 9WL	[REDACTED]

2.2.1 The supplier shall deliver the goods to the Premises and Location(s) detailed at 2.2 and such other locations as the Authority specifies from time to time.

2.2.2 The Supplier shall ensure that all products are labelled with product description, part number, volume, batch number, storage requirements and barcode.

2.2.3 All planned deliveries 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:

2.2.4 Primary delivery contact: [REDACTED] other UKHSA sites

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

2.2.5 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;
- Item / pallet / carton reference for multi-pallet / carton shipments; and
- Any special instructions originally entered for Authority's Order (e.g. project).

2.2.6 The Delivery Contact will confirm:

- Booking reference number;
- Delivery address.

2.2.7 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 signed the delivery note.

- The Supplier shall ensure that all Goods are packaged suitably so as not to cause loss or damage during shipment to a Delivery Location;
- In the event that the Supplier is unable to deliver the agreed order in full, the Supplier shall inform the Authority of the actual number of Assays and/or Consumables to be shipped prior to shipment, explaining the reasons for non-compliance with the agreed order and inform the Authority of when such missing Goods will be delivered. The Supplier shall, using its best endeavours, deliver such missing Goods at the earliest possible time;
- The Supplier shall ensure that all Goods are labelled with the product description, part number, volume, batch number, storage requirements and barcode.
- The Supplier shall inform the Authority of any requests, made directly to the Supplier, by the Delivery Locations, to vary the delivery and the Authority will approve or reject such requests.
- The Parties reserve the right to modify the above process, by written agreement of both Parties, as necessary during the Term of this Contract

2.2.8 The Supplier shall carry out deliveries within the ordinary working hours at the delivery location on the date specified.

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

[Redacted names and contact information]

**(2.4) Performance standards:**

2.4.1 The Supplier shall ensure the goods conform and perform to the Specification.

2.4.2 Timely delivery of the Services in accordance with section 2.6 below.

2.4.3 Proof of delivery of the Services to be supplied with each monthly consolidated invoice

**(2.5) Quality standards & warranty:**



2.5.1 Unless expressly agreed otherwise the Supplier shall ensure that the Goods have an expiry date of at least 6 months following the date of delivery by the Supplier, to allow the laboratories sufficient time to use the goods.

2.5.2 The Supplier warrants the Goods shall be fit for purpose and shall conform to the Specification for not less than six (6) months commencing from the date of delivery in accordance with Clause 10 of the Call-Off Terms and Conditions.

2.5.3 In the event that Goods are deemed to be Defective Goods by the Authority, the Authority, at its sole discretion, shall provide a written notice to the Supplier in accordance with Schedule 2, clause 3.6 of the Call-Off Terms and Conditions.

2.5.4 The quality assurance standards set out in the Supplier's Specification shall apply to the manufacture and supply of the Goods. The Supplier shall ensure that all Goods comply with CE IVD (or any replacement organisation) and carry the CE IVD marking.

**(2.5.5) Return Conditions:**

For Goods that do not meet the quality and performance standards The Return Conditions will be as follows:

2.5.5.1 The Supplier is responsible for collecting the Goods.

2.5.5.2 The Supplier is responsible for the costs of returning/collecting the Goods.

2.5.5.3 Return Conditions shall be in accordance with Schedule 2 - clause 3 (Inspection, rejection, return and recall of the Goods) of the Call Off Terms and Conditions

**(2.6) Contract monitoring arrangements:**

2.6.1 The Authority Contract Manager (or their delegate) and the Supplier Contract Manager shall 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.

2.6.2 The Supplier shall provide any management information required on a monthly basis to include:

2.6.2.1 Performance against KPIs, delivery expectations, demand/call-off plan

2.6.2.2 Stock and deliveries against call off orders

2.6.2.3 Compliance to processes: Delivery schedules and Invoicing

2.6.2.4 Overview of any innovation, product performance/enhancement

2.6.2.5 Supplier input/issues on contract performance

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

**(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 a monthly basis include:

2.7.2.1 Quantity of delivery correct against the relevant Order as per Orders placed in accordance with Clause 2 of this Order Form;

2.7.2.2 Quality of delivery in accordance with this Contract, including 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).

2.7.2.3 Timely and accurate administration (including booking/amending delivery times and Orders and invoices, delivery advice notes and labels being in accordance with the requirements of this Contract)

2.7.2.4 Establish any improvement action plans required;

2.7.2.5 Corrective action notices;

2.7.2.6 Process improvements / best industry practice;

2.7.2.7 Review and discussion of a continuous improvement plan;

2.7.2.8 Change control;

2.7.2.9 Capacity management achievement of authority's objectives;

2.7.2.10 Review of risks; and

2.7.2.11 Where necessary: objective reviews and scope for delivery of Goods.

2.7.2.12 Commercial opportunity / strategic & executive review meetings shall discuss the following: Supplier's Business Continuity Plan including monitoring supply chain risks and issues.

**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:**

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:**

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

Not applicable.

and on behalf of the Authority	For and on behalf of the Supplier
	
Date Signed: 10/10/2022	Date Signed: 10.10.2022

## Annex A

### Order Specific Key Provisions

#### 1. Delivery and Risk:

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

1.2. The Supplier will ensure that provision of the goods are made in accordance with the terms of this Order Form including Annex A, Annex 1, Annex 2 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 ("the **PO**") number. The Supplier must be in receipt of a valid PO number before submitting an invoice. A PO will be issued by each of the sites as set out in Annex 3

2.3 The Supplier shall provide an invoice to the Authority for all goods received for each site and accepted by the Authority each month.

2.4 All invoices should be sent for approval and must include the proof of delivery to the Authority's designated finance mailbox e-mail: [REDACTED] 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]

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

**Annex 1 – Goods information and pricing**

Qty	Part no.	Description	List price	Contract price	Total
157	4150 -03032	Spool of 13500 Gamma Ray Sterilised Pipettes 9mm Pitch HV	██████	██████	██████
348	4150 -03033	Spool of 18500 Gamma Ray Sterilised Pipettes 4.5mm Pitch HV	██████	██████	██████
82	4150 -07204	Dragonfly discovery sterile reservoirs (Pack of 50)	██████	██████	██████
277	4150 -07209	Dragonfly discovery sterile, Ultra low retention syringes (Pack 100 w/Plungers)	██████	██████	██████
33	4150 - 07219	Dragonfly discovery 6-Way Pumped AFR (Pack of 10)	██████	██████	██████
1	Shipping charge	████████████████████	██	██████	██████
				<b>Contract price</b>	<b>£802,200.95</b>

## Annex 2 Specification



### Spool of 13500 Gamma Ray Sterilised Pipettes 9mm Pitch HV 4150-03032

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Disposable gamma ray sterilized positive-displacement pipettes give superior accuracy for a wide range of liquid viscosities. Volume range of 500 nL to 5  $\mu$ L, suitable for addressing 96-, 384- and 1,536-well plates



### Spool of 18500 Gamma Ray Sterilised Pipettes 4.5mm Pitch HV 4150-03033

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Disposable gamma ray sterilized positive-displacement pipettes give superior accuracy for a wide range of liquid viscosities. Volume range of 500 nL to 5  $\mu$ L, suitable for addressing 384- and 1,536-well plates.



## dragonfly<sup>®</sup> discovery sterile reservoirs (pack 50)

**4150-07204**

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Individual and disposable polypropylene reservoirs, each with a 10 mL capacity and 300 µL fully recoverable dead volume. The reservoirs load directly into the instrument reservoir tray and help ensure easy loading of assay reagents, with fill level indicators for 5 mL and 10 mL levels. Contains 50 gamma ray sterilised reservoirs



## dragonfly<sup>®</sup> discovery sterile ultra low retention syringes (pk 100)

**4150-07209**

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These unique disposable, non-contact, positive-displacement syringes feature an external hydrophobic/ oleophobic coating to dispense concentrated detergent and protein solutions, or genomics Master Mixes. With a volume range of 200 nL to 4 mL they are suitable for dispensing into 96-1536 well microplates. Contains 100 gamma ray sterilised syringe bodies (polypropylene) and plungers (HDPE).

**Annex 3 – Requirements by site**

<b>Site/Lab</b>	<b>Cost (ex VAT)</b>
Birmingham	
Manchester	
Porton Down	
Colindale	
Leamington Spa	
<b>Total contract value</b>	<b>£802,200.95</b>