

**National Microbiology Framework Agreement  
Order Form  
Reference C145705  
Life Technologies Limited**

**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 <b>"Authority"</b> ).
<b>Invoice address:</b>	Post: The UK Health Security Agency, Nobel House, Smith Square, London, SW1P 3JR Email [REDACTED]
<b>Contract Manager:</b>	Name: [REDACTED] [REDACTED]
<b>Secondary Contact: business operational contact/project manager</b>	Name: [REDACTED] [REDACTED]
<b>Procurement lead</b>	Name: [REDACTED] [REDACTED]
<b>Name and address for notices:</b>	Name: [REDACTED] [REDACTED]  Address: UK Health Security Agency, Nobel House, 17 Smith Square, London SW1P
<b>Internal reference (if applicable):</b>	CRE-ID 4208

**TO:**

<b>Supplier:</b>	Life Technologies Limited, 3 Fountain Drive Inchinnan Business Park, Paisley, PA4 9RF (the <b>"Supplier"</b> )
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<b>Contract Manager:</b>	Name: [REDACTED] [REDACTED] [REDACTED]
<b>Secondary Contact:</b>	Name: [REDACTED] [REDACTED] [REDACTED]
<b>Account Manager:</b>	Name: [REDACTED] [REDACTED] [REDACTED]
<b>Name and address for notices:</b>	Name: [REDACTED] Life Technologies Limited Address: 3 Fountain Drive, Inchinnan Business Park, Paisley, PA4 9RF E-mail: [REDACTED]

**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 checked="" 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 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 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):**

N/A

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

1.3.1 The total contract value shall be one hundred and twelve thousand, two hundred and ninety two pounds and sixty-one pence. (£112,292.61) (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 31<sup>st</sup> March 2023 (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.

**(1.5) 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 two (2) Quantstudio 7 Pro Real-Time PCR System and one (1) QuantStudio 5 Real-Time PCR System.

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Applied Biosystems™

QuantStudio™ 7 Pro Real-Time PCR System, 96-well, 0.1 mL, laptop

Catalog number: A43170

Technical Support | Customer Service

Catalog Number

Unit Size

Price (GBP)

✓

A43170

1 system

Request A Quote

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Product Overview

Documents

FAQ

The Applied Biosystems QuantStudio 7 Pro Real-Time PCR System adds innovative smart features to the real-time PCR (qPCR) workflow, all in a compact footprint. With facial authentication, voice commands, Smart Help, multiplex capability, motorized interchangeable blocks, simplified workflow, intuitive software, automation capabilities, and large capacitive touch-screen interface, the QuantStudio 7 Pro system offers exceptional reproducibility with minimal well-to-well and instrument-to-instrument variation. Designed for ultimate ease-of-use, the system offers high quality, high throughput, excellent reliability, and an optimal user experience for researchers who want to work smarter in the lab.

Features of the QuantStudio 7 Pro Real-Time PCR System include:

• Easy and convenient hands-free operation with facial authentication and voice commands

• Reduced errors and manual entries with smart qPCR workflow and TaqMan Array Plates with RFID

• Space savings with small footprint and true stand-alone operation; setup, start, monitor, and analyze directly on the touchscreen

• Peace of mind with Smart Help; contact Technical Support directly from the touchscreen

• Reduced downtime with Smart Remote Support; show issues to Technical Support for speedy resolution

• Application versatility with easily changed blocks and four different block types

• Increased productivity with automation compatibility for 24/7 operation

• Access, analyze, and share data anytime, anywhere with our Connect cloud-based platform for real-time information access, secure data storage, and online results sharing

• Remote monitoring of run status using the Instrument Connect monitoring app

• Design and Analysis software compatible with PC and Mac operating systems

• Compatible with over 8 million TaqMan Assays for gene expression, genetic variation, gene regulation, or protein

Specifications

Block Format

Interchangeable

Format

96-well Plate

For Use With (Equipment)

QuantStudio™

Product Line

QuantStudio™

Display Type

Touchscreen

Green Features

Energy Efficient, Fewer Resources used and Less Waste

Contents & Storage

QuantStudio 7 Pro Real Time PCR System with 96-well (0.1 mL) block and laptop computer

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HomeShop All ProductsPCR Equipment and SuppliesThermal CyclerQuantStudio™ 5 Real-Time PCR S...

Applied Biosystems™

QuantStudio™ 5 Real-Time PCR System, 96-well, 0.1 mL, laptop

Catalog number: A28568

Related applications: Real Time PCR (qPCR)

Technical Support | Customer Service

Catalog Number

Unit Size

Price (GBP)

✓

A28568

1 system

Request A Quote

Save to list

Product Overview

Documents

FAQ

The Applied Biosystems QuantStudio 5 Real-Time PCR System is designed for users who need superior performance, maximum dye versatility, and security options in a real-time PCR system that is affordable and easy to use. The optimized Design and Analysis software is ideal for both first-time and experienced users. When connected to iConnect, Thermo Fisher's cloud-based platform, the QuantStudio 5 system provides access to your data whenever and wherever you want. Using proven OptiFlex technology featuring six decoupled channels and white LED and featuring six independent VeriFlex temperature zones, the QuantStudio 5 96-well system enables improved data accuracy and sensitivity for a broad range of genomic applications. The QuantStudio 5 system also offers the built-in software features of electronic record security and prevention of unauthorized instrument access to assist with 21 CFR Part 11 compliance.

QuantStudio 3/5 Firmware and Design & Analysis Software >

Features of the QuantStudio 5 system with 96-well block include:

• Proven OptiFlex technology (six decoupled channels/21 filter combinations with white LED) for trusted results

• User account management, locked workflow, and Pause features for greater control of experiment data

• Built-in software features to support compliance with 21 CFR Part 11 guidelines

• Secure cloud-based software provides increased accessibility and storage options

• Simplified instrument software with interactive touchscreen for greater ease of use

• 96-well 0.2 mL format or 96-well 0.1 mL format

Specifications

Block Format

Non-interchangeable

Format

96-well Plate

For Use With (Equipment)

QuantStudio™

Product Line

QuantStudio™

Display Type

Touchscreen

Shipping Condition

Room Temperature

Volume (Metric) Thermal Block Sample

0.1 ml

Contents & Storage

2.1.2 The Supplier shall provide on-site installation and training.

2.1.3 The Supplier shall provide one year full warranty service for the Quantstudio 7 Pro Real-Time PCR System and QuantStudio 5 Real-Time PCR System from delivery date.

**(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 Primary delivery contact: Business Operational [REDACTED]

E-mail [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.

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

Name: [REDACTED]

Address: 3 Fountain Drive, Inchinnan Business Park, Paisley, PA4 9RF

E-mail: [REDACTED]

**(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 in Appendix 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 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.

**(2.7) 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:**

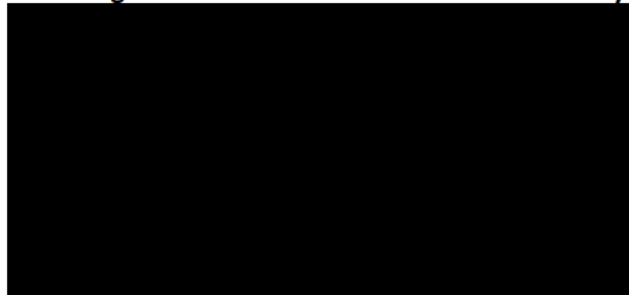
In accordance with the Data Protection Protocol.

**5. LEASE / LICENSE (if applicable)**

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

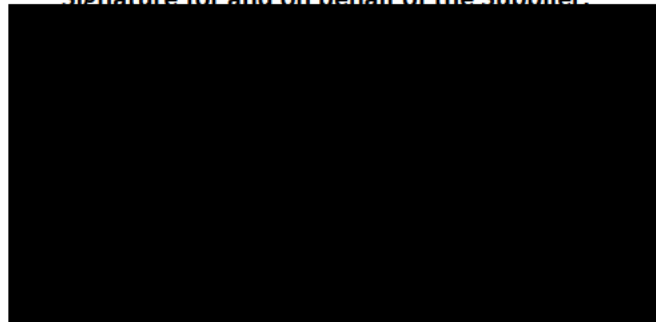
N/A

**Signature for and on behalf of the Authority:**



Date Signed: 20/3/2023

**Signature for and on behalf of the Supplier:**



Date Signed: 17/03/2023

## **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. 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.
- 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	SKU	Product	Total Price (ex vat)
1	■	A28568	GTS QS5 0.1ML QPCR SYS, LPTP EACH	■
2	■	4351979	FAST 96 WELL RNASE P VERIF PLATE	■
3	■	A28807	SMARTSTART, QS 3/5, 1DAY, CS EACH	■
4	■	4360954	OPTICAL ADHESIVE COVERS 25 PCS/ PACK	■
5	■	4483485	FAST 96W HARDSHELL PLATE CLEAR ,20 PCS PK MicroAmp® EnduraPlate Optical 96-Well Fast Clear Reaction Plate with Barcode, 0.1mL, 20 plates	■
6	■	A43170	GTS QS7PRO 96W 0.1ML QPCR,LPTP EACH	■
7	■	A45954	QS-PRO BLOCK UPGRADE 384W	■
8	■	4455280	TAQMAN RNASE P FAST 384W VERIF PLATE	■
9	■	A26341	384-WELL 10-DYE CAL KIT EACH	■
10	■	4432320	384-WELL ROI&BACKGROUND PLATES EACH	■
11	■	A45956	QS-PRO BLOCK UPGRADE TAC EA	■
12	■	4432250	ARRAY CARD CALIBRATION INSTALL KIT	■
13	■	4442571	TQMN ARRAY BUCKET CLIP,2ND GEN EACH	■
14	■	TRN00076	TRN, QPCR FAS, 1 DAY Customer Site Please open a training call.	■
<b>Total (ex Vat)</b>				<b>£112,292.61</b>

**Appendix 2 – Warranty Service**

<b>AB Assurance Plan Full</b>
2-day on-site response
Planned maintenance
High priority Remote Service Centre support
Remote instrument monitoring and diagnostics
On-Site Service – Labour, Parts and Travel
Factory-certified replacement parts
Engineer labour and travel included for repair visits
Priority technical phone support

**Appendix 3 – Location for Delivery of Goods/ Services**

Site	Address	Point of contact
Virology (molecular department) UKHSA	Severn Pathology stores Pathology sciences building North Bristol Trust Bristol BS10 5NB	<div></div>