

**National Microbiology Framework Agreement
Order Form
Reference C340709
Thermo Fisher Scientific**

FROM

Authority:	The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency of 10 South Colonnade, London, E14 4PU (the “ Authority ”).
Invoice address:	Post: The UK Health Security Agency, 10 South Colonnade, London, E14 4PU Email: [REDACTED]
Contract Manager:	[REDACTED] [REDACTED]
Secondary Contact: Business Owner	[REDACTED] [REDACTED]
Procurement lead	[REDACTED] [REDACTED]
Name and address for notices:	[REDACTED] [REDACTED] [REDACTED]
Internal reference (if applicable):	W171966

TO:

Supplier:	Thermo Fisher Scientific, 3 Fountain Drive, Inchinnan Business Park, Paisley, PA4 9RF, UK (the “ Supplier ”)
Contract Manager:	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
Secondary Contact:	[REDACTED] [REDACTED]

	<div>[REDACTED]</div> <div>[REDACTED]</div>
Account Manager:	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>
Name and address for notices:	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</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 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 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 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 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"/>	(only applicable if this box is checked)

1. CONTRACT DETAILS

(1.1) Commencement Date: As per the date of UKHSA signature within this document.

(1.2) Services Commencement Date (if applicable):

The Supplier warrants that the Equipment, including the Machine and the Computer, shall be free from defects in materials, workmanship, and performance for a period of twenty-four (24) months from the date of successful installation and acceptance of the Equipment by the Authority at each site. During this period, the Supplier shall, at no cost to the Authority, provide all necessary parts, labour, and travel required to replace any defective components, ensuring minimal disruption to the Authority's operations.

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

- 1.3.1 The total contract value shall be three hundred fifty-one thousand, four hundred seventy-two pounds and no pence (£351,472.00) (Excl. VAT) (the **"Total Contract Value"**). This amount represents the maximum anticipated expenditure under this agreement, subject to the terms and conditions herein. This contract covers the period from date of UKHSA signature to 31st March 2025.
- 1.3.2 Payment terms are net 30 days in arrears from the date the Authority receives valid consolidated invoices in accordance with this Contract.
- 1.3.3 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions).
- 1.3.4 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 date of UKHSA signature (the **"Commencement Date"**) and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 31st March 2025 (the **"Term"**).
- 1.4.2 The Supplier acknowledges that time is of the essence in respect of its obligations under this Contract, particularly regarding the delivery, installation, validation, and verification of the Goods.
- 1.4.3 The Supplier shall complete the full installation and verification process for all units by 31st March 2025, ensuring that the Goods are fully operational and compliant with the agreed specifications. The Supplier's obligation to complete the installation by the stated date is subject to the laboratories being ready to facilitate the installation. If the laboratories are not ready by this date, the installation shall take place at a mutually agreed time as soon as possible thereafter.
- 1.4.4 The Supplier agrees to collect and fully dispose of the old Q7 machines as a free service once they are no longer required by the respective sites. The Supplier shall be solely responsible for the dismantling, removal, and disposal of the machines in compliance with all relevant laws and regulations. The Authority shall bear no risks, costs, or liabilities related to the disposal process.

(1.5) Term extension options:

Not applicable.

2. GOODS AND SERVICES REQUIREMENTS

(2.1) Description of the Goods and Services:

The specification of the Goods and Services (the “**Specification**”) is as set out in this Clause 2.1.

2.1.1 This contract covers the purchase of the following items as per below tables.

CAPITAL COST			
SKU	Item Description	Quantity	Price (Ex VAT)
A30582	QS5 0.1 LAP, 1YR, 1 DAY ORIENT EACH	16	
A28568	QS5 0.1ML QPCR SYSTEM, LAPTOP EACH Dell Laptop computer minimum specs: * Processor speed of 2.7GHz minimum * 4GB Ram memory minimum * Windows 10 Operating system * 250GB hard drive minimum * DVD RW drive	1	
ZG60SCQS5FAST	Ext Warr, QSTDUIO5,0.1ML,0PM PC	1	
A28807	SMARTSTART, QS 3/5, 1 DAY EACH	1	
4351979	FAST 96 WELL RNASE P VERIF PLATE	16	
Total Capital Cost			

(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 Premises and Locations set out in Appendix 1 or such other location as advised by the Authority from time to time.

2.2.2 All planned deliveries of the Goods shall be pre-advised by the Supplier to the Authority’s primary contacts stated below at least 2 (two) Business Days prior to attendance:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2.2.3 The Supplier shall provide the following data when notifying the Primary Contacts:

- Supplier name;
- Authority’s purchase order (PO) number.
- Item reference, Supplier’s code, description and quantity.
- Any special instructions originally entered for Authority’s Order (e.g. project)

2.2.4 The Primary Contacts will confirm:

- Booking reference number;
- Date and time of Supplier attending the relevant Premises and Location; and
- Premises and Location address.

<p>2.2.5 The Authority may refuse unscheduled delivery of Goods. In such event, the Supplier shall rearrange such delivery utilising the goods delivery process set out in this Clause 2.2.</p>
<p>(2.3) Key personnel of the Supplier to be involved in the Goods/Services:</p> <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 600px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div>
<p>(2.4) Performance standards:</p> <ul style="list-style-type: none"> • The Supplier shall deliver the Goods in accordance with good industry standards and practices. • Timely delivery of the Goods in accordance with Annex A below. • Quality of Services i.e. Goods/Services to meet Specifications as stated in section 2.1 & 2.5. • Proof of delivery of the Goods to be supplied with invoice.
<p>(2.5) Quality standards:</p> <p>The Goods offered by the Supplier under this Agreement must adhere to all applicable quality standards, regulatory requirements, and industry certifications at the time of contract commencement and throughout the contract duration. The Supplier warrants that the machines meet all necessary safety, performance, and reliability criteria in accordance with relevant national and international legislation, including but not limited to ISO standards, CE marking (where applicable), and any other regulatory approvals required for clinical laboratory use.</p>
<p>(2.6) Contract monitoring arrangements:</p> <p>Not applicable</p>
<p>(2.7) Management information and meetings:</p> <p>Not applicable</p>

<p>3. CONFIDENTIAL INFORMATION (if applicable)</p>
<p>(3.1) The following information shall be deemed Confidential Information:</p> <ul style="list-style-type: none"> • 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
<p>(3.2) Duration that the information shall be deemed Confidential Information:</p> <p>For a period of three (3) years after the expiry or earlier termination of this Contract unless otherwise agreed in writing by the Parties.</p>

4. DATA PROCESSING (if applicable)

(4.1) Personal Data to be processed by the Supplier:

In accordance with the Data Protection Protocol.

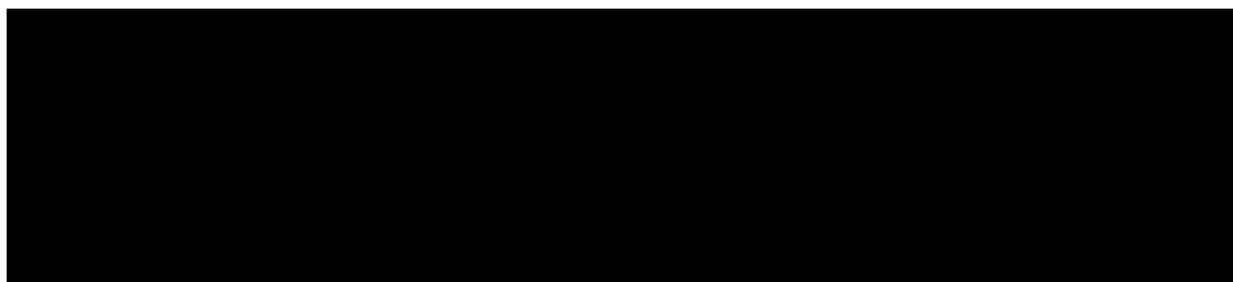
5. LEASE / LICENSE (if applicable)

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

N/A

Signature for and on behalf of the Supplier:

Signature for and on behalf of the Authority:



Date Signed: 03/03/2025

Date Signed: 3rd March 2025

Annex A

Order Specific Key Provisions

1. Delivery and Risk:

- 1.1. The Supplier shall deliver the Goods at the Premises and location(s) set out in Appendix 1 of this order form.
- 1.2. The Supplier will ensure that the provisions of Goods are made in accordance with the terms of this Order Form including Appendix 1 hereto, 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 contract signature, the Authority will issue multiple purchase order ("PO") numbers corresponding to different delivery addresses and project codes. These POs will collectively cover the total capital cost (£351,472.00 excl. VAT). The Supplier must be in receipt of valid PO numbers before submitting invoices.
- 2.3 The Supplier shall provide an invoice to the Authority for all Goods 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) 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 the Services provided, the Supplier shall provide to the Authority a Service Report confirming provision of the Services at the Authority's nominated Delivery Location.
- 2.8 The UK Health Security Agency, 10 South Colonnade, London, E14 4PU. Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to: [REDACTED]

Appendix 1

Delivery Information Table

No. Equipment	Delivery Address	Contact Person	Contact Details
2	UKHSA Porton Down, Manor Road, Salisbury, Wiltshire, SP4 0JG		
5	UKHSA Pathology Stores, Heartlands Hospital, Yardley Green Road Entrance, Birmingham, B9 5ST		
8	Clinical sciences building 3rd floor Virology, Manchester Royal infirmary, Oxford Road, M13 9WL		
1	Food, Water and Environmental Microbiology Services, Porton Down, Salisbury SP4 0JG		