

**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 10 South Colonnade, London, E14 4PU (the “ <b>Authority</b> ”).
<b>Invoice address:</b>	All invoices must be sent, quoting a valid purchase order number (PO Number), to: <a href="mailto:payables@ukhsa.gov.uk">payables@ukhsa.gov.uk</a>  UKHSA Billing Address: Accounts Payable. UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG  UKHSA VAT No: GB888851648
<b>Contract Manager:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Secondary Contact: eg. business operational contact, project manager</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Procurement lead</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Name and address for notices:</b>	Name: [REDACTED] Address: UK Health Security Agency of 10 South Colonnade, London E14 4PU
<b>Internal reference (if applicable):</b>	To be quoted on all correspondence relating to this Order Form: C403377

**TO**

<b>Supplier:</b>	Life Technologies Limited 3 Fountain Drive, Inchinnan Business Park, Paisley, PA4 9RF, United Kingdom
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National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

	Companies House Registration Number: SC083107
<b>Contract Manager:</b>	[REDACTED]
<b>Secondary Contact:</b>	[REDACTED]
<b>Account Manager:</b>	[REDACTED]
<b>Name and address for notices:</b>	<p>[REDACTED]</p> <p>Address: 3 Fountain Drive,          Inchinnan Business Park,          Paisley, PA4 9RF,          United Kingdom</p>

**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 checked="" 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	<b>(only applicable if one or more boxes are checked)</b>	
	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"/>		

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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 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)

<b>1. CONTRACT DETAILS</b>
<b>(1.1) Commencement Date:</b> The date of the last signature on this Order Form.
<b>(1.2) Services Commencement Date (if applicable):</b> The be Service shall be provided from the date of expiry of the twelve (12) month warranty period.
<p><b>1.3) Contract Price ((i) breakdown and (ii) payment profile):</b></p> <p>1.3.1. The maximum value of the Goods and Services that can be ordered under this Contract is £160,665.00 (one hundred sixty thousand, six hundred sixty-five pound) only (excluding VAT). (the "Contract Price").</p> <p>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.</p> <p>1.3.3. The Contract Price within Annex B shall remain fixed for first the twelve (12) months from the Commencement Date and not be subjected to any indexation. Any subsequent annual increases shall be limited to the Consumer Price Index.</p>
<b>(1.4) Term of Contract:</b> The initial term of the Contract shall be five (5) years from the final Contract signature date.
<b>(1.5) Term extension options:</b> The Contract can be extended for a further twenty (24) months after the initial term.

<b>2. GOODS AND/OR SERVICES REQUIREMENTS</b>
<b>(2.1) Description of the Goods / Services:</b> The Suppler shall provide the Goods and Services outlined in Annex B.
<p><b>(2.2) Premises and Location(s) at which the Goods / Services are to be delivered / provided:</b></p> <p>2.2.1 The Supplier shall deliver the Goods to the site listed in below:</p> <p>UKHSA Pathology Building (Phase 2) Southmead Hospital Bristol BS10 5NB</p> <p>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 forty-eight (48) hours prior to attendance. The Delivery Contract: <span style="background-color: black; color: black;">[REDACTED]</span></p> <p>2.2.3 The Supplier shall provide the following data when notifying the Delivery Contact:</p> <ul style="list-style-type: none"> <li>• Supplier name;</li> <li>• Authority's Order Number;</li> </ul>

- 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).

2.2.4 The Delivery Contact will confirm:

- Booking reference number;
- Date and time of service (where applicable); and
- Delivery address.

2.2.5 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, installation and any validation work has been carried out to the Supplier’s specification and has signed the delivery note to confirm acceptance.

**(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 three (3) 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 may 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 including:

- Compliance to processes: Delivery and invoicing processes as stated in Annex A of this Order Form;
- Quantity of Goods delivered against the relevant PO (including deliveries in excess and shortfall of the quantity ordered);
- Quality of delivery of the Goods in accordance with the Call Off Terms and Conditions and this Contract (including delivery presentation, presented in such a way that it can be unloaded safely and in a ready for use condition, and damaged Goods);
- Timely and accurate administration (including booking/amending delivery times, POs and invoices, delivery advice notes and labels being in accordance with the Call Off Terms and Conditions and this Contract);

- List of current equipment (the “Asset Register”);
- Schedule of the equipment for Planned Maintenance in the forthcoming month;
- Schedule of the completed equipment Planned Maintenance;
- Number of service call outs received with reference to associated equipment serial number;
- Equipment performance reviewed including levels of equipment break down;
- Review of time to fix rate resolution; and
- Details of callouts by location, including root cause analysis; and repairs carried out at each 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:

Not applicable.

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## **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](mailto: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](mailto:payables@ukhsa.gov.uk).

**Annex B - Description of the Goods / Services:**

Item No	SKU	Description	Qty	List Price	Net Price	Extended Price
1	A46944	KF APEX 96 DW, 1Y EW-PM EACH "This package includes the following: *Kingfisher Apex DW, 1Y AB Assurance 1PM"	2			
1.1	5400930	KINGFISHER APEX 96 DW HEAD EA	1			
1.2	ZG11SCKFAPEX	AB ASSURANCE 1PM KF APEX EA	1			
1.3	TRN46245	SMARTSTART KF APEX, 1DAY EA EA	1			

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Item No	SKU	Description	Qty	List Price	Net Price	Extended Price
2	ZG11SCKFAPEX AB ASSURANCE 1PM KF APEX EA		2			

Line No	Catalogue number	Description	Min Qty	List Price Per Unit	Discount Price/ Discount %	Net Price Per Unit	Additional Charge	Extended Price
1	24079920	KF APEX 96 COMBI HEAD EA	1					

### Annex C – Specification of the Goods

#### Physical dimensions

Parameter	Instrument	Transport package
Width	78 cm (31 in.)	99 cm (39 in.)
Depth	59 cm (23 in.)	77.5 cm (30.5 in.)
Height	45 cm (18 in.)	83.5 cm (33 in.)
Weight	56 kg (123 lb)	58 kg (128 lbs) <sup>[1]</sup>

<sup>[1]</sup> Weight including instrument.

#### Instrument specifications

Technical specifications	
Operating conditions (indoor use only)	Ambient temperature range should be between +4°C (39°F) and +35°C (95°F) Ambient humidity should be no more than 80% at temperatures up to 31°C (88°F) decreasing linearly to 50% relative humidity at +35°C (95°F)
Transportation conditions	-40°C to +70°C, packed in transport packaging
Storage conditions	-25°C to +50°C, packed in transport packaging
Mains power supply	100–240 Vac, 50/60 Hz (nominal), automatic voltage detection
Power consumption	280 VA max.
Heat dissipation	545 BTU max.
Data connectivity	USB (Device) for PC, LAN or USB Wi-Fi adapter for network, RS-232 for automation
Display/Touch screen	10" touch display
Customizable protocols	Yes, created with instrument user interface or BindIx™ PC Software
Instrument memory	~30 GB
Normal use	10 runs/day, 250 days/year (using 40 min. protocols on medium speed setting at room temperature)

## **Annex D - Specification of the Services**

### **AB Assurance Package:**

- Includes all parts, labour and travel for unlimited breakdowns.
- Two (2) Working Days response time for breakdowns.
- One Planned Maintenance service per year.
- Digital remote support, and access to technical support (Mon-Fri, standard business hrs).