## Appendix 1

## National Microbiology Framework Agreement Order Form

#### **FROM**

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, Canary Wharf, London, E14 4PU
Invoice address:	Post: United Kingdom Health Security Agency, Financial Operations and Control, Porton Down, Salisbury, Wiltshire, SP4 0JG Email:
Contract Manager:	Name: Phone: E-mail:
Secondary Contact: eg. business operational contact, project manager	Name: Phone: E-mail:
Procurement lead	Name: Phone: E-mail:
Name and address for notices:	Name: Address: 10 South Colonnade, Canary Wharf, London, E14 4PU
Internal reference (if applicable):	To be quoted on all correspondence relating to this Order Form: C344783

#### TO

Supplier:	Hamilton Sales and Service UK Ltd Unit 1 Forge Mills Park Station Road, Coleshill, Birmingham, England, B46 1JH
Contract Manager:	
Secondary Contact:	
Account Manager:	

Name and address for notices:	Name: Address: Unit 1 Forge Mills Park Station Road, Coleshill, Birmingham, England, B46 1JH
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## **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	(only applicable if this box is checked)
Appendix C	Optional Additional Call-off Terms and Conditions for Maintenance Services	
Appendix D	Optional Additional Call-off Terms and Conditions for Bespoke Research, Development and Manufacturing Requirements	(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	(only applicable if this box is checked)
Appendix F	Optional Additional Call-off Terms and Conditions for Managed Equipment Services	(only applicable if this box is checked)
Appendix G	Optional Additional Call-off Terms and Conditions for Clinical Laboratory Diagnostic Testing Services	(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:  1. TUPE applies at the commencement of the provision of Services  2. TUPE on exit  3. Different levels and/or types of insurance  4. Induction training for Services	(only applicable if one or more boxes are checked)

6.	Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services	
7.	Inclusion of a Change Control Process	
8.	Authority step-in rights	
9.	Guarantee	
10.	Termination for convenience	
11.	Pre-Acquisition Questionnaire	
12.	Time of the essence (Goods)	
13.	Time of the essence (Services)	
14.	Specific time periods for inspection	
15.	Specific time periods for rights and remedies under Clause 3.6 of Schedule 2 of Appendix A	
16.	Right to terminate following a specified number of material breaches	
17.	Expert Determination	
18.	Consigned Goods	
19.	Improving visibility of Sub-contract opportunities available to Small and Medium Size Enterprises and Voluntary, Community and Social Enterprises	
20.	Management Charges and Information	
21.	COVID-19 related enhanced business continuity provisions	
22.	Buffer stock requirements	
23.	Modern slavery	
Key	r Specific Key Provisions set out at Annex A Provisions) to this Order Form shall also ap	☐ (only applicable if this box is checked)

#### 1. CONTRACT DETAILS

(1.1) Commencement Date: 01st of April 2025

(1.2) Services Commencement Date (if applicable): 01st of April 2025

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

£191,880.00 (One Hundred and Ninety One, Eight Hundred and Eighty Thousand)

Serial	Model	Service Level	Premium +	Premium	Core
298E	STARlet 8/96	2 PMV & 2 FV2			
		2 PMV & 1 FV2			
		2 PMV & 0 FV2			
592H	STAR 8/96 AL	2 PMV & 2 FV2			
		2 PMV & 1 FV2			
		2 PMV & 0 FV2			
401G	STAR 8/ML	2 PMV & 2 FV2			
		2 PMV & 1 FV2			
		2 PMV & 0 FV2			
593H	STAR 8/96 AL	2 PMV & 2 FV2			
		2 PMV & 1 FV2			
		2 PMV & 0 FV2			
600H	STAR 8/96 AL	2 PMV & 2 FV2			
		2 PMV & 1 FV2			
		2 PMV & 0 FV2			
209G	STARlet 8 AL	2 PMV & 2 FV2			
		2 PMV & 1 FV2			
		2 PMV & 0 FV2			

(1.4) Term of Contract: This service contract will commence on the 1st of April 2025 and end on 31st of March 2027.

(1.5) Term extension options: This contract has the option to extend the Term of Contract by 2  $\times$  12 months periods.

#### 2. GOODS AND/OR SERVICES REQUIREMENTS

**(2.1) Description of the Goods / Services:** Services: Hamilton Service contract as listed in Annex A.

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

UKHSA - Colindale

UKHSA - Manchester

UKHSA - Cambridge

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

Name: Multiple – whole UK service team

Address: Unit 1 Forge Mills Park Station Road, Coleshill, Birmingham, England, B46 1JH

Emails:

#### (2.4) Performance standards:

 The Supplier shall deliver the service according to the Quotation as set out in Annex A, and Good Industry Standards.

#### (2.5) Quality standards:

N/A

#### (2.6) Contract monitoring arrangements:

N/A

#### (2.7) Management information and meetings:

N/A

#### 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 address, landline/mobile phone numbers, etc. Of Supplier representatives.
- Contact details including, but not limited to, email address, landline/mobile phone numbers, etc. Of Authority representatives.

#### (3.2) Duration that the information shall be deemed Confidential Information:

N/A

#### 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]

Signed for and on behalf of the	Supplier	Signed for and on behalf of the	e Authority
DocuSigned by:		DocuSigned by:	

#### Annex A

#### Order Specifications

## Service Contract Quotation - Q371882A

Hamilton Sales & Service UK Ltd, Unit 1 Forge Mills Park, Station Road, Coleshill, B46 1JH



Public Health England Colindale / Manchester / Cambridge

Quotation: Q371882A Commencement of contract: 01/04/2025



Hamilton Sales & Service UK Ltd

Date: 12th March 2025 End of contract: 31/03/2027

#### Annual prices quoted - held for 2 years (expires 31/03/2027)

Model	Ser No:	Configuration	Current Expiry
STARIet 8/96	298E	8 channels / 96 head / Barcode reader / Chiller	31/03/2025
	Premium Plus Contract	Premium Contract	Core Contract
2 PMV & 2 FV2			
2 PMV & 1 FV2			
2 PMV & 0 FV2			

Model	Ser No:	Configuration	Current Expiry
STAR 8/96 AL	592H	8 Channels / 96 Head / AL / HHS x 2 / UV / Circulator	31/03/2025
	Premium Plus Contract	Premium Contract	Core Contract
2 PMV & 2 FV2			
2 PMV & 1 FV2			
2 PMV & 0 FV2			

Model	Ser No:	Configuration	Current Expiry
STAR 8 ML	401G	8 Channels	31/03/2024
	Premium Plus Contract	Premium Contract	Core Contract
2 PMV & 2 FV2			
2 PMV & 1 FV2			
2 PMV & 0 FV2			

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# Service Contract Quotation – Q371882A

Model	Ser No:	Configuration	Current Expiry
STAR 8/96 AL	593H	8 Channels / 96 Head / AL / UV / HHS x 2	31/03/2025
	Premium Plus Contract	Premium Contract	Core Contract
2 PMV & 2 FV2			
2 PMV & 1 FV2			
2 PMV & 0 FV2			

Model	Ser No:	Configuration	Current Expiry
STAR 8/96 AL	600H	8 Channels / 96 head / AL / HHS x 2	31/03/2025
	Premium Plus Contract	Premium Contract	Core Contract
2 PMV & 2 FV2			
2 PMV & 1 FV2			
2 PMV & 0 FV2			

Model	Ser No:	Configuration	Current Expiry
STARIet 8 AL	209G	8 channels / AL	N/A
	Premium Plus Contract	Premium Contract	Core Contract
2 PMV & 2 FV2			
2 PMV & 1 FV2			
2 PMV & 0 FV2			

Coverage	Premium Plus	Premium	Core
Preventive maintenance visits and Verifications incl. reagents and	1	1	1
CORE-O-Rings			
Free telephone support for technical service	<b>V</b>	1	1
Prioritized reaction times	1	1	1
Software updates (within a version)	1	1	120
Work and travel costs discount for service call-outs	100%	100%	10%
Replacement parts discount for service call-outs	100%	10%	10%
Reaction times in case of device malfunction:			
Call back (hours)	3	3	6
Target reaction time on site after receipt (hours)	24	48	72
Guaranteed reaction time on site after receipt (hours)	48	72	96

Note: The services and reaction times stated do not apply to third party devices.

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