

Appendix 1 National Microbiology Framework Agreement Order Form

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

FROM

Authority:	The Secretary of State for Health and Social Care acting as part of the Crown through UK Health Security Agency (the “ Authority ” or “ UKHSA ”)
Invoice address:	Post: United Kingdom Health Security Agency Financial Operations and Control Porton Down, Salisbury, Wiltshire SP4 0JG Email: [REDACTED]
Contract Manager:	Name: [REDACTED] [REDACTED] [REDACTED]
Secondary Contact: eg. business operational contact, project manager	Name: [REDACTED] [REDACTED] [REDACTED]
Procurement lead	Name: [REDACTED] [REDACTED] [REDACTED]
Name and address for notices (with contract name and contract ref’	Name: [REDACTED] [REDACTED] [REDACTED]
Internal reference (if applicable):	To be quoted on all correspondence relating to this Order Form: Contract Ref C78539 (Lot 2 NMF)

TO

Supplier:	Fisher Scientific UK Ltd,Bishop Meadow Road, Loughborough Leicestershire, LE11 5RG UK GREAT BRITAIN
Contract Manager:	Name: [REDACTED] [REDACTED] [REDACTED]
Secondary Contact:	Name: [REDACTED] [REDACTED] [REDACTED]
Account Manager:	Name: [REDACTED] [REDACTED] [REDACTED]
Name and address for	Name: [REDACTED]

notices:	<div style="background-color: black; height: 15px; width: 100%;"></div> <p>Fisher Scientific UK Ltd, Bishop Meadow Road Loughborough, Leicestershire LE11 5RG UK</p>
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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	<input 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	(only applicable if one or more

	is only applicable to this Contract if the relevant box is checked:	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 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 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 type="checkbox"/> (only applicable if this box is checked)

1. CONTRACT DETAILS

(1.1) Commencement Date: 24 June 2022

(1.2) Services Commencement Date (if applicable): NA

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

The total Contract Price is no more than Five Hundred Ninety Five Thousand Nine hundred and Fifty Six Pounds (£595,956.00) ex VAT with no minimum commitment given as to the actual volumes and spend.

The payment profile is as follows:

- The price per unit of the Goods is as set out in Annex A and fixed until 31 March 2023. The price validity is fixed and is not subject to any indexation for the duration of contract.
- The payment will be due on presentation of the invoice, subject to acceptance as set out in the Contract.
- Each valid and undisputed invoice will be paid within thirty (30) days of receipt of such invoice at the latest

(1.4) Term of Contract: From the Commencement Date until 31 March 2023.

(1.5) Term extension options: up to 1 years at UKHSA's absolute discretion

2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods / Services:

1. The Contract covers the below list of equipment, washers, software and supporting items, available under the National Microbiology Framework, required to support the VTF Assays Capability Project.

- a) 10L Waste Bottle
- b) 30-Microplate Storage Stacks: Includes 2 stacks
- c) High Flow Vacuum System Complete Assembly 115V/230V, 4L Bottles
- d) Liquid Handling Control Software (LHC2SECURE)
- e) RUO BioStack 3 Microplate Stacker (BSTCK3WR-SN)
- f) RUO EL406 Combination Microplate Washer Dispenser(406PUB1-SN)
- g) RUO 405 LS Microplate Washer (405TSUVS-SN)
- h) RUO 405 LS Microplate Washer (405TSUVSQ-SN)
- i) Complete Dispense / Waste System 115V/230V, 4L Bottles

- I. Should the Supplier's products that are the subject of this Contract be upgraded, modified or replaced with different versions or new products added to framework during the Term of the Contract then, subject to agreement by the Authority these items will also become part of this Contract.
- II. The list of the Goods and prices, at the Commencement Date is as set out in **Annex A**.
- III. There is no commitment from the Authority to order specific volumes under this Contract and utilise the full Contract Price. For the avoidance of doubt no minimum commitment is given as to the actual spend resulting from this agreement and it may be any sum from Zero up to the estimated contract price
- IV. The contract will not cover installation, commissioning and maintenance.

2. Ordering Process:

- V. On execution of the Contract, the Authority shall raise Individual purchase orders for purchase of goods
- VI. There is no commitment from the Authority to order specific volumes under this Contract.
- VII. For the avoidance of doubt, the Authority may place an order at any time prior to and including the date of expiry of the relevant pricing period.

3. Delivery

- VIII. The Supplier will endeavour to deliver each order of Goods within 60 Business Days from receipt of the purchase order from the Authority. The Authority will receive order

confirmation emails following the processing of purchase orders, providing estimated shipping dates. The Supplier may offer an alternate timeframe for delivery where the Supplier believes a delivery timeframe of 60 Business Days to be unachievable. In such case the relevant account manager shall also endeavour to contact the Authority within 2 Business Days from receipt of the purchase order highlighting the delay. If the alternate timeframe and/or delay is deemed unacceptable by the Authority then, at any time prior to shipment of the order, the Authority shall be entitled to cancel the order.

IX. Delivery of the Goods 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 confirming receipt.

X. There are no delivery charges under the Contract.

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

This is a UKHSA-wide contract for the UK. The specific location and delivery requirements will be stated on the purchase order.

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

(2.4) Performance standards:

The Supplier must:

- meet the delivery requirements as referred to in the Contract;
- ensure the quality standards of the Goods as specified by the manufacturer are adhered to;
- comply with the invoicing terms and conditions under the Contract;
- provide an overview/inform of any product changes and replacement to existing goods under the Contract well in advance
- highlight any input and /or issues on Contract performance.

(2.5) Quality standards:

The Supplier must comply with the Goods specification. .

(2.6) Contract monitoring arrangements:

The Authority's SRM will monitor the performance of the Contract and highlight any shortfalls directly with the Supplier.

Meetings with the Supplier (including the key account manager) will be held, as necessary, to ensure that the manufacture and delivery of the Goods are in accordance with the terms of the Contract.

(2.7) Management information and meetings:

The Supplier shall provide any management information required on the Authority's request to include:

- Performance against key performance indicators ("KPIs") such as delivery expectations, demand/call-off plan and quality.
- Stock and deliveries against Contract schedule and forecast.
- Compliance to processes: delivery schedules and invoicing.

Meetings will be organised between the Supplier and the Authority if necessary. Management information on the orders and projects will be discussed in these meetings as well as the KPIs.

3. CONFIDENTIAL INFORMATION (if applicable)**(3.1) The following information shall be deemed Confidential Information:**

N/A

(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: N/A****5. LEASE / LICENSE (if applicable)****(5.1) The Authority is granting the following lease or licence to the Supplier: N/A****6. ADDITIONAL KEY PROVISIONS (APPENDIX H)****Clause 10 (Termination for Convenience)**

The Authority, in its sole discretion, may at any time terminate the Contract upon 30 days' prior notice by issuing a Termination Notice to the Supplier.

Annex A

SALES QUOTATION 2915735602.2

Item	Item description	Quantity	Unit	Net price	Total price
***** Redeem your Quotations on line, sign in at www.fishersci.co.uk . Please note you will need to be registered with this account number to view and redeem the quote online. *****					
	405TSUS DISCONTINUED 405TSUSQ DISCONTINUED				
11543615	10L Waste Bottle	13	EA		
12512747	30-Microplate Storage Stacks: Includes 2 stacks	8	EA		
15376439	High Flow Vacuum System Complete Assembly 115V/230 V, 4L Bottles	13	EA		
15396196	Liquid Handling Control Software (LHC2SECURE)	1	EA		
17267909	RUO BioStack 3 Microplate Stacker (BSTCK3WR-SN)	8	EA		
17287899	RUO EL406 Combination Microplate Washer Dispenser (406PUB1-SN)	8	EA		
17237889	RUO 405 LS Microplate Washer (405TSUVS-SN)	6	EA		
17247889	RUO 405 LS Microplate Washer (405TSUVSQ-SN)	1	EA		
13407426	Complete Dispense / Waste System 115V/230V, 4L Bot tles	2	EA		
Terms of delivery DDP				Currency GBP	
Manner of transport Road					
Terms of payment 30 days net				Total amount without VAT	595,955.65

Signature of the Authority

DocuSigned by:



EF9AE1E9BE7E416...

Name:

Full Name:

Job title:

Job Title/Role: Associate Commercial Specialist

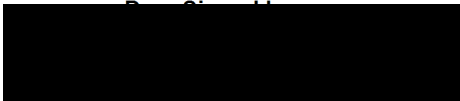
Date Signed:

28 June 22

Date:

Signature of the Supplier

DocuSigned by:



3234F6D3026B473...

Name:

Full Name:

Job title:

Job Title/Role: Industry Director

Date Signed:

28/06/22

Date: