

Appendix 1

**National Microbiology Framework Agreement
Order Form
Reference C259371
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 10 South Colonnade, London, E14 4PU (the "Authority").
Invoice address:	Post: UK Health Security Agency, 10 South Colonnade, London, E14 4PU Email: payables@ukhsa.gov.uk
Contract Manager:	Name: Natalie Blowfield E-mail: natalie.blowfield@ukhsa.gov.uk
Secondary Contact: eg. business operational contact, project manager	Name: Natalie Blowfield E-mail: natalie.blowfield@ukhsa.gov.uk
Procurement lead	Name: Mantas Lukos E-mail: Mantas.Lukos@ukhsa.gov.uk
Name and address for notices:	Name: Ainsley Ritchie Email: Ainsley.ritchie@ukhsa.gov.uk Address: UK Health Security Agency, 10 South Colonnade, London, E14 4PU
Internal reference (if applicable):	C259371

TO

Supplier:	
Contract Manager:	Name: [REDACTED] Email: [REDACTED]
Secondary Contact:	Name: [REDACTED] Email: [REDACTED]
Account Manager:	Name: [REDACTED] Email: [REDACTED]

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

Name and address for notices:	Name: [REDACTED] Address: 3rd Floor, 1 Ashley Road, Altrincham, Cheshire, WA14 2DT

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 checked="" 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	<p>Further Optional Additional Call-off Terms and Conditions</p> <p>Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked:</p> <table border="1"> <tr> <td>1. TUPE applies at the commencement of the provision of Services</td><td><input type="checkbox"/></td></tr> <tr> <td>2. TUPE on exit</td><td><input type="checkbox"/></td></tr> <tr> <td>3. Different levels and/or types of insurance</td><td><input type="checkbox"/></td></tr> <tr> <td>4. Induction training for Services</td><td><input type="checkbox"/></td></tr> <tr> <td>5. Further Authority obligations</td><td><input type="checkbox"/></td></tr> </table>	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"/>	(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"/>											

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

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 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 checked="" 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)

1. CONTRACT DETAILS
(1.1) Commencement Date: Once both parties sign this agreement.
(1.2) Services Commencement Date (if applicable): N/A
(1.3) Contract Price ((i) breakdown and (ii) payment profile): Subject to Annex A Quotation – the total cost of this service that can be ordered under this contract shall be (£25,106.47) (excl. VAT).
(1.4) Term of Contract: This contract shall be deemed to have commenced once both parties have signed this agreement and end on the 28th of February 2025.
(1.5) Term extension options: N/A

2. GOODS AND/OR SERVICES REQUIREMENTS
(2.1) Description of the Goods / Services: The supplier shall provide the support plant as set out in Annex A (Quotation). 2.1.2 Support plan coverage: UNITY LAB SERVICES ESSENTIAL PLAN ~ ICP-MS Plan Features: ~ Field Service Engineer labor, travel, and parts required for Corrective Maintenance visits with a targeted response time of 3 business days. ~ Priority status for technical support inquiries with a targeted immediate response time. A certified service engineer will conduct diagnosis and Corrective Maintenance procedures using the latest digital remote support tools. ~ One (1) scheduled annual Preventive Maintenance visit (a standard PM kit is included) ~ Discount on additional Preventive Maintenance ~ Instrument Requalification (RQ) in conjunction with a scheduled Corrective Maintenance with a purchase of an add-on Operational Qualification (OQ) ~ Premium subscription to Unity Lab Services Online Knowledge Base ~ 10% discount on parts, accessories, and consumables during the effective period of the contract (please ask for the discount when contacting your local Thermo Fisher Scientific parts ordering department) ~ Computers that were purchased from Thermo Fisher Scientific and required for the operation of the analytical system

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

~ Software and firmware updates upon request and in conjunction with a scheduled Preventive Maintenance or Corrective Maintenance visit (updates are defined as changes of the existing software version that are intended to improve its performance)

~ 10% discount off list price for the training classes purchased during the contract validity period. May not be available in all locations or used in conjunction with any other discounts or promotions (please check availability with your local Thermo Fisher sales representative or customer service team)

Coverage Exclusions:

~ Background checks, drug-testing, or on-site trainings required by customers may be subject to additional charges

~ Applications and method development support

~ Computers and/or software not provided and/or installed with the system by Thermo Fisher Scientific

~ Computer hardware, operating system, and layered application software upgrades

~ Computer replacement in order to accommodate an upgrade to a newer version of the operating system

~ Instrument control software version upgrades

~ External power equipment e.g. UPS (uninterruptable power supply), power conditioner, or isolation transformer

~ Operator training

~ Complete system replacement

~ Buy-in parts and engineering specials

~ Consumable items and wearable parts such as (but not limited to) nebulizers, spray chambers, torches, sample cones, sample probes, power tubes, work coils, burner heads, lamps, sample tubing, o-rings, seals, pipettes, glassware, etc.

~ Accessories and optional modules, such as (but not limited to) autosamplers (other than OEM-supported models of CETAC/ESI basic liquid autosamplers), chillers manufactured by companies other than Thermo Fisher Scientific, separate vapor accessories, solid sampling systems, auto diluters, auto concentrators, argon humidifiers, detectors, furnaces, etc.

(unless covered by a separately purchased additional option plan, if available).

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

The supplier shall perform this support plant contract to the following UKHSA locations,

UK HEALTH SECURITY AGENCY
Harwell Science Park
Chilton
DIDCOT
Oxfordshire
UNITED KINGDOM

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

Name: [REDACTED]

Email: [REDACTED]

(2.4) Performance standards:

- The supplier shall deliver the support plan according to the Quotation (Annex A) and good industry standards.

(2.5) Quality standards:

The Supplier shall deliver the equipment to the level of the Supplier's manufactured specifications as sold by the Supplier to the Authority.

(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 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:

N/A

4. DATA PROCESSING (if applicable)**(4.1) Personal Data to be processed by the Supplier:**

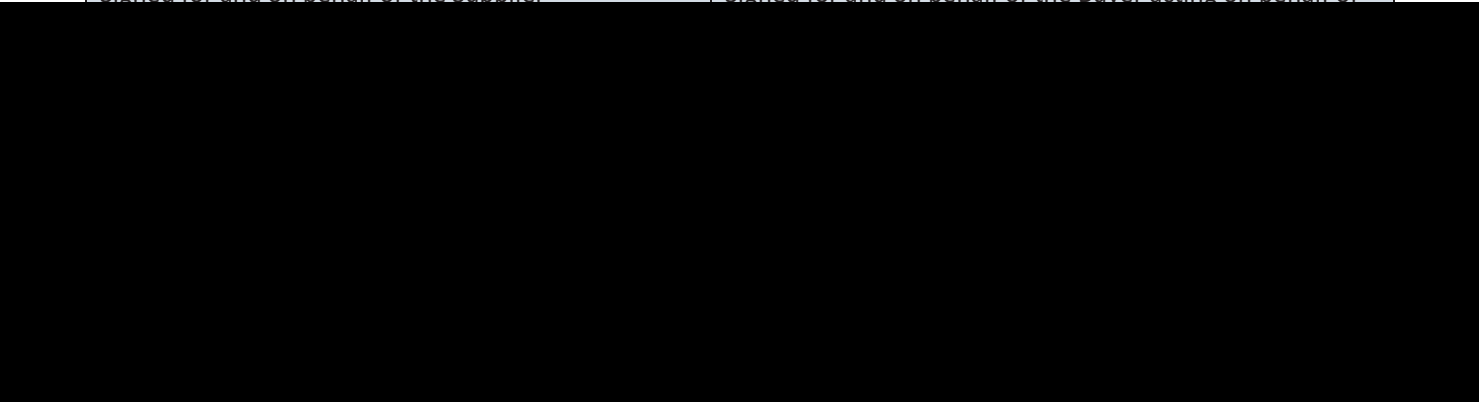
In accordance with the Data Protection Protocol.

5. LEASE / LICENSE (if applicable)**(5.1) The Authority is granting the following lease or licence to the Supplier:**

N/A

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

Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer acting on behalf of
--	---



--	--

Annex A – Quotation**Description of the equipment and pricing.**

The Quotation from Thermo Fisher Scientific includes the purchase of:

Thermo Fisher Scientific				
Stafford House HP2 7GE Hemel Hempstead United Kingdom				
Quotation No	Creation Date	Reference Number		
22061630	01.12.2023			
Customer No.	Terms of Payment	Quotation Exp		
1687247	NET 30 DAYS UPON INVOICE DATE	30.04.2024		

Item	Material No	Description		Net Value
70	UEP_ELEM-ICP/MS	ICAP QC (1C) Serial Nr.: SN02902R Equipment Location: PHE CRCEH: CHILTON - Harwell Science Park - CHILTON, DIDCOT OX11 0RQ UNITED KINGDOM Support Plan Type: UNITY ESSENTIAL PLAN - ELEMENTAL ICP/MS		12,512.15 GBP
		Coverage Start: 01.03.2024 Coverage End: 28.02.2025		
80	UEP_CHROM_IC	DC MODULE 2X INJECT VALVE (MB), ICS Serial Nr.: 14030052 Equipment Location: PHE - CRCEH: CHILTON Harwell Science Park Chilton - DIDCOT OX11 0RQ UNITED KINGDOM Support Plan Type: UNITY ESSENTIAL SUPPORT PLAN Chrom_IC		3,391.47 GBP
		Coverage Start: 01.03.2024 Coverage End: 28.02.2025		
90	UEP_CHROM_IC	DP ANALYTICAL GRAD/ISO WITH DEGAS, Serial Nr.: 14020401 Equipment Location: PHE - CRCEH: CHILTON Harwell Science Park Chilton - DIDCOT OX11 0RQ UNITED KINGDOM Support Plan Type: UNITY ESSENTIAL SUPPORT PLAN Chrom_IC		4,333.93 GBP
		Coverage Start: 01.03.2024 Coverage End: 28.02.2025		

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

Coverage Start:01.03.2024Coverage End:28.02.2025

100UEP_CHROM_IC

PROD,AS-AP AUTOSAMPLER,TEMP

Serial Nr.:14036858

Equipment Location:PHE - CRCEH: CHILTON
Harwell Science Park
Chilton
-
DIDCOT OX11 0RQ

2 / 9

A part of:
ThermoFisher
SCIENTIFIC

Thermo Fisher Scientific is the trading name of Thermo Electron Manufacturing Limited
www.thermoscientific.com

Thermo Fisher Scientific

Stafford House
HP2 7GE Hemel Hempstead
United Kingdom

Quotation No	Creation Date	Reference Number
22061630	01.12.2023	
Customer No.	Terms of Payment	Quotation Exp
1687247	NET 30 DAYS UPON INVOICE DATE	30.04.2024

Item	Material No	Description	Net Value
------	-------------	-------------	-----------

UNITED KINGDOM

Support Plan Type:UNITY ESSENTIAL SUPPORT PLAN Chrom_IC2,862.46GBP

Coverage Start:01.03.2024Coverage End:28.02.2025

110CHROM_IC/DNX_OPS

ICS-5000+ EG ELUENT GENERATOR MODUL

Serial Nr.:14020494

Equipment Location:PHE - CRCEH: CHILTON
Harwell Science Park
Chilton
-
DIDCOT OX11 0RQ
UNITED KINGDOM

Support Plan Type:IC OPTIONS1,529.67GBP

Coverage Start:01.03.2024Coverage End:28.02.2025

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

120	CHROM_IC/DNX_OPS	CD CONDUCTIVITY DETECTOR, ANALYT.,			
		Serial Nr.: 14036320			
		Equipment Location:	PHE - CRCEH: CHILTON		
			Harwell Science Park		
			Chilton		
			-		
			DIDCOT OX11 0RQ		
			UNITED KINGDOM		
		Support Plan Type:	IC OPTIONS	476.79	GBP
		Coverage Start:	01.03.2024	Coverage End:	28.02.2025
				Subtotal	25,106.47 GBP
				Output Tax 20.00 %	5,021.29 GBP
				Total	30,127.76 GBP