

**Appendix 1**

**National Microbiology Framework Agreement  
Order Form  
C326471  
Thermo Fisher Diagnostics Limited**

**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 .
<b>Invoice address:</b>	Post: UK Health Security Agency, 10 South Colonnade, London, E14 4PU Email: <a href="mailto:payables@ukhsa.gov.uk">payables@ukhsa.gov.uk</a>
<b>Contract Manager:</b>	Name: [REDACTED] E-mail: [REDACTED]
<b>Secondary Contact:</b> eg. business operational contact, project manager	Name: [REDACTED] E-mail: [REDACTED]
<b>Procurement lead</b>	Name: [REDACTED] E-mail: [REDACTED]
<b>Name and address for notices:</b>	Name: [REDACTED] Email: [REDACTED] Address: UK Health Security Agency, 10 South Colonnade, London, E14 4PU
<b>Internal reference (if applicable):</b>	C325471

**TO**

<b>Supplier:</b>	Thermo Fisher Diagnostics Limited Company Number: 05018976
<b>Contract Manager:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Secondary Contact:</b>	Name: [REDACTED] E-mail: [REDACTED]
<b>Account Manager:</b>	Name: [REDACTED]

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

	E-mail: [REDACTED]
<b>Name and address for notices:</b>	FAO – [REDACTED]  Thermo Fisher Diagnostics Limited Wade Road, Basingstoke, Hampshire RG24 8PW

**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	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	<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)

## 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 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 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
<b>(1.1) Commencement Date:</b> 1 <sup>st</sup> January 2025
<b>(1.2) Services Commencement Date (if applicable):</b> 1 <sup>st</sup> January 2025
<p><b>(1.3) Contract Price ((i) breakdown and (ii) payment profile):</b></p> <p>1.3.1 The total contract value shall be sixteen thousand, three hundred sixty-seven pounds and ninety-one pence (£16,367.91 Excl. VAT) only (the “<b>Total Contract Value</b>”)</p> <p>1.3.2. This comprises of the servicing and maintenance for 12 Nephelometer, Vizion, AIM located at Collinide.</p> <p>1.3.3 Only orders placed directly by the Authority are binding under this Contract.</p> <p>1.3.4 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions).</p> <p>1.3.5 Payment terms are net 30 days in arrears from the date the Authority receives valid invoices in accordance with this Contract.</p> <p>1.3.6 The Purchase Orders issued by the Authority in respect of this Agreement do not form part of this Agreement.</p>
<p><b>(1.4) Term of Contract:</b></p> <p>1.4.1 This Contract shall commence on the 1<sup>st</sup> January 2025 (the “<b>Commencement Date</b>”) and shall expire on the 31<sup>st</sup> March 2026 (the “<b>Term</b>”).</p> <p>1.4.2 Contract prices are to be held for the duration of the Contract.</p>
<p><b>(1.5) Term extension options:</b></p> <p>No extension options.</p>

2. GOODS AND/OR SERVICES REQUIREMENTS
<p><b>(2.1) Description of the Goods / Services:</b></p> <p>This Contract covers the servicing and maintenance of the assets located at UKHSA sites detailed in Annex 1.</p> <p>2.1.1 The services shall be supplied in accordance with the following specifications (the “<b>Specifications</b>”) as set out by the manufacturer shown in Annex 3 - Specification of GOLD Extended Service Agreement:</p>

**Gold Extended Service Agreement  
(PM & Repairs)**

Preventative Maintenance Labour	Included
Preventative Maintenance Travel	Included
Preventative Maintenance Consumables	Included
Repair Labour	Included
Repair Travel	Included
Repair Spare Parts	Included
Number Of Repairs Covered	Unlimited
Urgent Repair Response Time	3 Working Days
Non-Urgent Repair Response Time	5 Working Days
Software Updates	Included
Software Upgrades	Included
Service History Archive	Included
Spare Parts Cost	100% Discount
Local Country Telephone Support	Included
Application Support	Included
Remote Diagnostics Capability	Included

Breakdown reporting is Monday to Friday\*, 9am to 5pm. Engineer site visit will be arranged Monday to Friday\* between 9am and 5pm with a best endeavour for on-site attendance within 3 days for urgent repairs and 5 days for non-urgent repairs.

*\*With exception of National Public Holidays*

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

2.2.1 The Supplier shall deliver the services to the Colindale Laboratories as detailed below:

UKHSA Colindale	61 Colindale Avenue UKHSA Bay 3 Central Warehouse London NW9 5EQ
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2.2.2 All planned visits shall be pre-advised by the Supplier to the Authority's primary contact stated below (individually or collectively be known as the "**Delivery Contact**") at least 48 hours prior to attendance:

2.2.3 Primary delivery contact:

Name:

E-mail:

2.2.4 The Supplier shall provide the following data when notifying the Delivery Contact:

- Supplier name;
- Authority's Order Number;
- Item reference, description and quantity;
- and any special instructions originally entered for Authority's Order (e.g. project).

2.2.5 The Delivery Contact will confirm:

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

2.2.6 Delivery of the 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 service has been carried out to the supplier's specification and has signed the delivery note to confirm acceptance.

2.2.7 If Services are deemed not to be accepted by the Authority, the Supplier shall re-perform the Services at their own cost.

2.2.8 The Authority may refuse unscheduled performance of Services. In such event, the Supplier shall rearrange such performance of Services utilising the service delivery process set out in this Clause 2.2.

2.2.9 The Authority may at any time move equipment between Laboratory sites, remove, substitute or add equipment to the contract. The Authority shall provide the Supplier with as much notice of equipment moves as possible and, in any event, not less than 10 days' notice.

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



**(2.4) Performance standards:**

- The Supplier shall deliver the Services to good industry standards.
- Timely delivery of the Services in accordance with section 2.6 below.
- Quality of Services i.e. Services to meet Specifications as stated in section 2.1 & 2.5.
- Proof of delivery of the Services to be supplied with each invoice.

**(2.5) Quality standards:**

The Supplier shall maintain and repair the equipment to the level of the Supplier's manufactured specifications as sold by the Supplier to the Authority. The equipment must meet the laboratories ISO standard UKAS ISO 15189 "Medical Laboratories" accreditation at all times.

**(2.6) Contract monitoring arrangements:**

The Authority Contract Manager (or their delegate) and the Supplier Contract Manager shall 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 including but not limited to:

- Performance of Services - on time and in full.
- The Supplier shall provide to the Authority, 2 (two) Business Days prior to each meeting, a management report in the same or similar format as Annex 2 – Management Information Reporting Template, together with any other pertinent information such as, but not limited

<p>to:</p> <ul style="list-style-type: none"> <li>○ Callouts by laboratory staff, including root cause with reference to Instrument, associated serial number and incident number;</li> <li>○ Issues that may have arisen (where relevant) following PM necessitating re-performance of the required Services;</li> <li>• Invoicing; and</li> <li>• Such other matters as the Parties may consider appropriate.</li> </ul>
<p><b>(2.7) Management information and meetings:</b></p> <p>2.7.1 At the Authority's request, within five (5) Working Days of such request, the Supplier shall provide such management information ('MI') 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). The request for management information may include:</p> <p>Performance and key performance indicators to be reported by the Supplier including:</p> <ul style="list-style-type: none"> <li>• List of current equipment (the "Asset Register");</li> <li>• Schedule of the equipment for Planned Maintenance in the forthcoming month;</li> <li>• Schedule of the completed equipment Planned Maintenance;</li> <li>• Number of service call outs received with reference to associated equipment serial number;</li> <li>• Equipment performance reviewed including levels of equipment break down;</li> <li>• Review of time to fix rate resolution</li> <li>• Details of callouts by location, including root cause analysis; and repairs carried out at each site.</li> </ul>

<p><b>3. CONFIDENTIAL INFORMATION (if applicable)</b></p>
<p><b>(3.1) The following information shall be deemed Confidential Information:</b></p> <ul style="list-style-type: none"> <li>• Supplier pricing.</li> <li>• Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Supplier representatives</li> <li>• Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Authority's representatives</li> </ul> <p><b>(3.2) Duration that the information shall be deemed Confidential Information:</b></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>

<p><b>4. DATA PROCESSING (if applicable)</b></p>
<p><b>(4.1) Personal Data to be processed by the Supplier:</b></p> <p>In accordance with the Data Protection Protocol.</p>



<b>5. LEASE / LICENSE (if applicable)</b>
<b>(5.1) The Authority is granting the following lease or licence to the Supplier:</b>  Not Applicable.

**Signature:**

**For and on behalf of the Authority**



DocuSigned by:  


Full Name:   
Job Title/Role:   
Date Signed:    6 January 2025

**Signature:**

**For and on behalf of the Supplier**

DocuSigned by:  


Full Name:   
Job Title/Role:   
Date Signed:    06/01/2025

## **Annex A**

### **Order Specific Key Provisions**

#### **1.Delivery and Risk:**

- 1.1. The Supplier shall deliver the services to the locations set out in section 2.2 of the Order Form.
- 1.2. The Supplier will ensure that provision of the services is made in accordance with the terms of this Order Form including Annex A, Annex 1, Annex 2 and the Call-Off Terms and Conditions.

#### **2.Invoicing Process:**

- 2.1 Payment terms are net 30 days from receipt of a valid invoice.
- 2.2 Within 10 Business Days of receipt of the Supplier's countersigned copy of the Contract, the Authority will send a unique purchase order number ("the **PO**") for each year of this contract. The Supplier must be in receipt of valid PO numbers before submitting an invoice.
- 2.3 The Supplier shall provide an invoice to the Authority for all services to be provided and accepted by the Authority.
- 2.4 All invoices should be sent for approval and must 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.
- 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 To avoid delay in payment it is important that the Supplier provides a compliant invoice that includes, as a minimum, valid PO numbers, 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 If you have a query regarding an outstanding payment, please contact our Accounts Payable section by email to: [payables@ukhsa.gov.uk](mailto:payables@ukhsa.gov.uk)

**Annex 1 - List of equipment, serial numbers, service cover, cover period and costs**

<b>Instrument Type</b>	<b>Serial Number</b>	<b>Start Date</b>	<b>End Date</b>	<b>Duration (Days)</b>
Aim	430/R06N137	01/01/2025	31/03/2026	454
Nephelometer	437/R02N50	01/01/2025	31/03/2026	454
Nephelometer	437/R05N049	01/01/2025	31/03/2026	454
Aim	430/R12N171	01/01/2025	31/03/2026	454
Vizion	436/VR12N156	01/01/2025	31/03/2026	454
Nephelometer	437/R16N282	01/01/2025	31/03/2026	454
Aim	430/R12N185	01/01/2025	31/03/2026	454
Aim	430/R12N184	01/01/2025	31/03/2026	454
Vizion	436/VR13N005	01/01/2025	31/03/2026	454
Vizion	436/VR13N004	01/01/2025	31/03/2026	454
Nephelometer	437/R16N285	01/01/2025	31/03/2026	454
Nephelometer	437/R16N286	01/01/2025	31/03/2026	454

List Price\*



Discount

**Final Price\* 16,367.91 GBP**

\*Prices excludes local sales taxes

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

**Annex 2 – Management Information Reporting Template**

CONTRACT DETAILS														
Contract Ref	PO#	Product Description	Qty ordered	Qty Serviced	Qty outstanding	Qty Invoiced In Advance Of Servicing	PO end date	Unit Price	Total Line Value	Outstanding Line Value	Total PO Value	Total Outstanding Value	Percent Used	
				0	0	0		£1.00	£0.00	£0.00	£0.00	£0.00	H0IV/OI	
SERVICED														
Contract Ref	PO#	Instrument	Contract Type	Serial Number	Instance Number	Qty Delivered	Service Date	Location	Invoice Number	Invoice Date	Invoice Due Date	Invoice Due Date Check	Not Due / Overdue No. of Days	Invoice Paid Yes / No
						£0.00								
						£0.00								
PLANNED SERVICES														
Contract Ref	PO#	Instrument	Contract Type	Serial Number	Instance Number	Qty Scheduled	Date of Scheduled PM	Location						
INVOICED IN ADVANCE SERVICES (IF APPLICABLE)														
Contract Ref	PO#	Instrument	Contract Type	Serial Number	Instance Number	Qty Scheduled	Date of Scheduled PM	Location						
AD HOC CALLOUTS														
Contract Ref	PO#	Instrument	Contract Type	Serial Number	Instance Number	Qty	Date Callout Requested	Date Callout Completed	Location	Summary of Issue				

### Annex 3 – Specification of GOLD Extended Service Agreement



## Versatile, flexible service solutions

Experience reliable, ongoing support for your Thermo Scientific™ Sensititre™ System with an Extended Service Agreement

Set your lab up for success and ensure maximum productivity with a Thermo Scientific™ Extended Service Agreement. Thermo Fisher Scientific is equipped to deliver a variety of global services to keep you up and running. From preventative maintenance and corrective services to continued application assistance provided by technical scientists, get tailored solutions and exceptional support from the experts in microbiology.

Gold Extended Service Agreement AVAILABLE FOR ALL SENSITITRE INSTRUMENTATION	
Preventative Maintenance Labour	Included
Preventative Maintenance Travel	Included
Preventative Maintenance Consumables	Included
Repair Labour	Included
Repair Travel	Included
Repair Spare Parts	Included
Number of Repairs Covered	Unlimited
Urgent Repair Response Time	3 working days
Non-Urgent Repair Response Time	5 working days
Software Updates	Included
Software Upgrades	Included
Service History Archive	Included
Spare Parts Cost	100% discount
Local Country Telephone Support	Included
Application Support	Included
Remote Diagnostics Capability	Included

**ThermoFisher**  
SCIENTIFIC

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



Whether running a fully automated, semi-automated or manual workflow, a variety of Gold Extended Service Agreement options are available for the Sensititre system to suit your laboratory's particular requirements.

Breakdown reporting is Monday to Friday\*, 9am to 5pm. Engineer site visit will be arranged Monday to Friday\* between 9am and 5pm with a best endeavour for on-site attendance within 3 days for urgent repairs and 5 days for non-urgent repairs.

**Additional options:**

- Engineer visit for instrument relocation
- Engineer visit for instrument removal

Charges for additional options may apply, and will be quoted on request.

\* With exception of National Public Holidays

The Gold Extended Service Agreement must be purchased at the time of instrument order or during the manufacturer's warranty period of 12 months. Multiple year Extended Service Agreements may be purchased.

Details are available on request for an alternative Service Agreement that may be purchased if the manufacturer's warranty period or the Extended Service Agreement has lapsed. Conditions and additional costs will apply.

[thermofisher.com/microbiology](http://thermofisher.com/microbiology)

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Contact Information:



**ThermoFisher**  
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