

**National Microbiology Framework Agreement
Order Form
Reference C347723
Fisher Scientific UK Ltd**

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, Canary Wharf, London, E14 4PU (the "Authority").
Invoice address:	[REDACTED] [REDACTED]
Contract Manager:	[REDACTED] [REDACTED]
Secondary Contacts: business operational contact/project manager	[REDACTED] Or in their absence, [REDACTED]
Procurement lead	[REDACTED] [REDACTED]
Name and address for notices:	[REDACTED] [REDACTED] Address: UK Health Security Agency, 10 South Colonnade, Canary Wharf, London, E14 4PU
Internal reference (if applicable):	W162501

TO:

Supplier:	Fisher Scientific UK Limited, Bishop Meadow Road, Loughborough, Leicestershire, LE11 5RG, United Kingdom (the “Supplier”)
Contract Manager:	[REDACTED] [REDACTED]
Secondary Contact:	[REDACTED] [REDACTED]
Account Manager:	[REDACTED] [REDACTED]
Name and address for notices:	[REDACTED] [REDACTED] Address: Fisher Scientific UK Ltd, Bishop Meadow Road, Loughborough, Leicestershire, LE11 5RG

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 checked="" 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	<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>	(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"/>
	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 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"/>	
	24. 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"/>	

1. CONTRACT DETAILS

(1.1) Commencement Date: As per date of UKHSA signature within this document.

(1.2) Services Commencement Date (if applicable): N/A

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

1.3.1 The total contract value shall be one hundred and sixty-eight thousand, eight hundred and forty-eight pounds and fifty-nine pence. (£168,848.59) (Excl. VAT) (the **"Total Contract Value"**).

1.3.2 The Total Contract Value is the maximum value of goods/services which can be ordered under this Contract.

1.3.3 Only orders placed directly by the Authority are binding under this Contract.

- 1.3.4 Payment terms are net 30 days in arrears from the date the Authority receives valid consolidated invoices in accordance with this Contract.
- 1.3.5 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions)
- 1.3.6 The Purchase Orders issued by the Authority in respect of this Agreement do not form part of this Agreement.

(1.4) Term of Contract:

- 1.4.1 This Contract shall commence on the date of UKHSA signature of this document (the “Commencement Date”) and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 30th June 2025 (the “Term”)
- 1.4.2 The Authority may terminate the Contract for convenience at any time pursuant to clause 10 (Termination for convenience) of Appendix H (Further Optional Additional Call-off Terms and Conditions) of this Contract provided the Authority gives the Supplier not less than 30 days’ written notice.

(1.5) Term extension options:

N/A

2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods / Services:

The specification of the Goods (the “Specification”) and Pricing is as set out below:

2.1.1 This contract covers the purchase of a Spinnaker 3 system and Cytomat 2C450-LiN (230v) along with associated instruments and product installation.

Item	Item description	Quantity	Unit	Net price	Total price
***** To receive your quote pricing redeem your quote online by logging in and visiting your quote dashboard . *****					
18828543	Custom Spinnaker Package	1	EA		
	Brand Thermo Scientific	00448978_QUOTE			
1. Quotes issued are subject to approved compliance and credit checks 2. Terms and Conditions apply, refer to www.fisher.co.uk/terms 3. E and OE (Errors and Omissions Excepted)					
Package includes:					
	SPK0032 Spinnaker 3 Bundle 3, 4 hotels	Qty 1			
	51033037 Cytomat 2C450-LiN (230V)	Qty 1			
	51901303 Shaking Control ToS - C2	Qty 1			
	50082829 Stacker pitch 23/21	Qty 2			
	51901111 Barcode Reader	Qty 1			
	50160283 Transfer Station - C2	Qty 1			
	50162056 Packaging Cytomat 2C-LiN & 2C4XX-LiN	Qty 1			
	Cyt-Inst-A Cytomat 2 Installation	Qty 1			
	IS1070 Process / Method Dev	Qty 2			
	LASHIPPING Shipping & Handling	Qty 1			

Product Warranty:

The products will come with a standard 12 month Warranty period from the date of installation. The product warranty, warrants that the Instrument will operate or perform substantially in conformance with Fisher Scientific published specifications during a period of twelve (12) months from the date of delivery, provided that the warranty does not extend to defects in the Instrument which are caused by (i) the failure to observe Fisher Scientific's installation and operating instruction, system requirements and recommendations for the use or maintenance of the Instrument, or (ii) the use of the Instrument with any reagents or other hardware or software products not furnished or recommended by Fisher Scientific. The foregoing warranty shall not apply to (a) normal wear and tear, (b) consumable parts, and (c) minor or trivial deviations which in all material respects do not prevent the Instrument from being used in accordance with the technical specifications.

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

2.2.1 The Supplier shall deliver the Goods to the sites listed in Appendix 1.

2.2.2 All planned deliveries of Goods 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 48 hours prior to attendance:

Primary delivery contacts:



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

- Supplier name;
- Authority's Order Number;
- 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 Supplier attending the relevant Premises and Location; and. Premises and Location address where the Services shall be performed.

2.2.5 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 agreed that the service has been carried out to the supplier's specification and has signed the delivery note to confirm acceptance.

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

2.2.7 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:

[REDACTED]
[REDACTED]

(2.4) Performance standards:

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

(2.5) Quality standards:

The Supplier shall provide the equipment detailed at 2.1 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. The Supplier warrants that the machines meet all necessary safety, performance, and reliability criteria in accordance with relevant national and international legislation, including but not limited to ISO standards, CE marking (where applicable), and any other regulatory approvals required for clinical laboratory use.

(2.6) Contract monitoring arrangements:

N/A

(2.7) Management information and meetings:

1. 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:

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.

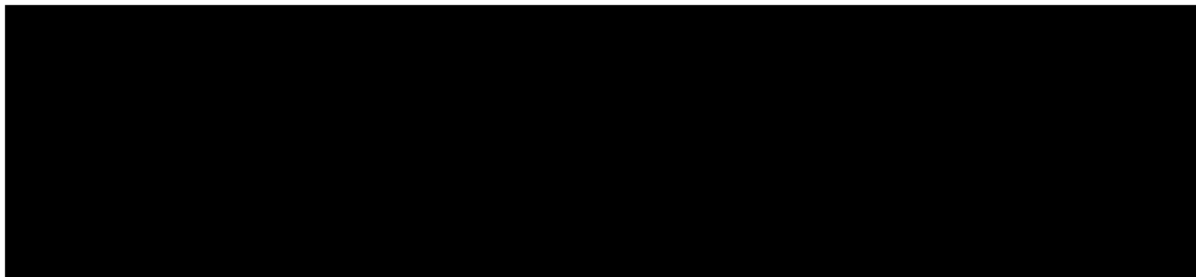
5. LEASE / LICENSE (if applicable)

(5.1) The Authority is granting the following lease or licence to the Supplier:

N/A

Signature for and on behalf of the Authority:

Signature for and on behalf of the Supplier:

A large black rectangular redaction box covering the signature area for both the Authority and the Supplier.

Date Signed: 4th April 2025

Date Signed: 4/4/2025

Annex A

Order Specific Key Provisions

1. Delivery and Risk:

- 1.1. The Supplier shall deliver the Goods/Services to the locations set out in Appendix 1 of this order form.
- 1.2. The Supplier will ensure that the provisions of service support are made in accordance with the terms of this Order Form including Appendix 1 hereto, 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 ("PO") number for each location. The Supplier must be in receipt of a valid PO number before submitting an invoice.
- 2.3 The Supplier shall provide an invoice to the Authority for all Services received and accepted by the Authority.
- 2.4 The Supplier shall send all invoices for approval and shall include the proof of delivery to the Authority's designated finance mailbox e-mail: [REDACTED] and their agreed representative (to be confirmed at first Supplier meeting) 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 The Supplier shall provide compliant invoices that include 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.
- 2.7 In support of Services being delivered the Supplier shall provide to the Authority a signed delivery note confirming receipt of the services.
- 2.8 The UK Health Security Agency, 10 South Colonnade, Canary Wharf, London, E14 4PU Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to:
[REDACTED]

Appendix 1 – Location for Delivery of Goods/Services

Site	Point of contact
<p data-bbox="381 493 789 552">UK Health Security Agency – Porton Down</p> <p data-bbox="438 594 732 756">UK Health Security Agency Manor Farm Road Porton Down Salisbury, Wiltshire SP4 0JG</p>	