

Contract – Order Form

UK Shared Business Services RE21225 Laboratory Consumables Framework: Lot 11 –
Servicing and calibration – Order Form and Contract Terms

Thank you for submitting a tender response for C226760.

This Contract is being issued in accordance with the PRECEDENT FRAMEWORK CONTRACT
FOR THE PURCHASE OF SUPPLIES AND SERVICES dated 01 January 2022.

Terms and expressions used in this letter have the same meanings as in the Contract Terms

Order Reference:	C226760
From:	<p>UK Health Security Agency (“Contracting Body”)</p> <p>UKHSA Billing Address: Accounts Payable, UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG</p> <p>UKHSA VAT No: GB888851648</p>
To:	<p>Elkay Laboratory Products (U.K.) Limited (“Supplier”)</p> <p>Company Number: 02884927</p> <p>Address: Unit 5a - Calibre Scientific House R-Evolution@The Advanced Manufacturing Park Selden Way Catcliffe Rotherham United Kingdom S60 5XA</p>
Commencement Date:	<ul style="list-style-type: none"> This Contract shall commence on the date the Order Form is signed by both Parties (the “Commencement Date”) and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 11 December 2026 (the “Term”).
Expiry Date:	<p>11 December 2026</p> <ul style="list-style-type: none"> This contract has an option to extend the duration for up to 2 years (24 months) beyond the expiry date. If the entire extension option is exercised, the latest possible expiry date of this Contract will be 11 December 2028 The Contracting Body will notify the Supplier of its intention to extend the contract in writing and prior to the Expiry Date.

Scope of
services:

- The provision of servicing, calibration, and repair of single and multi-channel pipettes, in addition to the provision of pipette user training to the Contracting Body's staff
- Scheduled on-site visits must be agreed with UKHSA a minimum of 10 business days before the date of the visit. In addition, UKHSA must be alerted to the next scheduled service/calibration whether on or off-site a minimum of 30 days in advance.
- Lead times for off-site Services are measured as follows:
 - starting from the point of delivery of the pipettes to the Supplier; and
 - ending at the point of delivery of the pipette back to the respective UKHSA site
 - The total Services lead time must be no longer than five (5) working days unless the Supplier requires additional authorisation from the Contracting Body.

Location at
which the
services shall
be undertaken:

- Supplier's premises; and
- Table 1: List of UKHSA Premises

UKHSA Site	Postcode	Operational Site Lead
Birmingham	B9 5SS	()
Bristol	BS10 5NB	()
Cambridge	CB2 0QQ	()
Colindale: VRD	NW9 5EQ	()
Colindale: NCTC	NW9 5EQ	()
Colindale: FEPTU	NW9 5EQ	()
Colindale: NEQUAS	NW9 5EQ	()
Colindale: NMRS	NW9 5EQ	()
Colindale: FWE	NW9 5EQ	()

			()
	Colindale: ERD	NW9 5EQ	()
	Colindale: HCM	NW9 5EQ	()
	Manchester: VEU	M13 9WZ	()
	Manchester: MRU	M13 9WL	()
	Manchester: Virology	M13 9WL	()
	Manchester: Bacteriology	M13 9WL	()
	Porton Down	SP4 0JG	()
	Porton: FWE	SP4 0JG	()
	York	YO41 1LZ	()
Contract Price (including full cost breakdown excluding VAT):	<ul style="list-style-type: none"> The maximum value of this Contract shall be one million, one hundred and fifteen thousand, one hundred and seventy-one pounds and forty-four pence only (£1,115,171.44) (the “Contract Price”). The Contract Price is for the Initial Term of this Contract (i.e. the first 3 years from the Commencement Date). If the Contract is extended by the Contracting Body, the Supplier has the right to request a price increase, as stated in the tender instructions. This shall follow a strict process: <ul style="list-style-type: none"> Contract Price increases may only be requested once per annum, the first eligible day being the day after the Expiry Date and then every subsequent anniversary thereafter. The Supplier must inform the Contracting Body’s operational contract manager () and commercial contract manager () of its intention to increase its price in writing, and no less than one month prior to the price increase taking effect (i.e. communications may be sent up to one month prior to the Expiry Date). The Supplier must provide a full justification for such increase. 		

- Proposed Contract Price increases should not exceed the Consumer Price Index (CPI) for the previous twelve (12) months prior to the submission date. (These relevant indices can be found on:

<https://www.ons.gov.uk/economy/inflationandpriceindices/timeseries/d7g7/m23>

Working Example (ex VAT)

- Expiry Date: 30 November 2026
- Earliest eligible day for price increase: 1 December 2026
- Latest date for the Supplier to communicate in writing to the Contracting Body its intention to increase pricing: 30 October 2026
- Max Contract Price uplift: CPI for the previous twelve (12) months) = 6.7% (example purposes only)
- Year 3 Contract Price = £382,764.04 + 6.7%
- Maximum Contract Price uplift allowed for Year 4 = £408,409.23
- Supplier must provide a price breakdown for this Contract Price uplift
- Anniversary date for next eligible uplift: 02 December 2027
- If no Contract Price increase is requested and the Contracting Body intends to exercise the option to extend the duration of the contract beyond the Expiry Date, the Contract Price shall remain at the Year 3 price as shown in the price breakdown below.
- For the avoidance of doubt, the Contracting Body is not committed to pay the full Contract Price.
- The Contract Price excludes VAT at the applicable rate.
- Only orders placed directly by the Contracting Body are binding under this Contract.
- Payment terms are net 30 days in arrears from the date the Contracting Body receives valid invoices in accordance with this Contract.
- Purchase orders issued by the Contracting Body in respect of this Contract do not form part of this Contract.
- The Supplier shall provide all consumable replacement parts (the “Goods”) (for example O-rings) required for the Services to the Contracting Body at no additional cost.

Contract Price Summary:

Total Price for Year 1:	£360,791.82
Total Price for Year 2:	£371,615.58
Total Price for Year 3:	£382,764.04
Total Price for Contract Term:	£1,115,171.44

Contract Price Breakdown:

Year 1:

Item	Description	Qty	Price per pipette	Total per annum
	Birmingham - PSC - 12 months			
17800052	Single Channel 3x10 AF, PM, 3x10 AR	382		
	Bristol - Onsite - 12 months			
17800326	Onsite Single Ch 3x10 AF,PM,3x10AR Accrd	228		
17800278	Onsite Multi-8 3x10 AF,PM, 3x10 AR Accrd	31		
	Colindale - PSC - 12 Months			
17800052	Single Channel 3x10 AF, PM, 3x10 AR	154 6		
17800117	ALL 8 Channels 3x10 AF, PM, 3x10 AR	400		
	Manchester - PSC - 6 months			
17800052	Single Channel 3x10 AF, PM, 3x10 AR	126		
17800117	ALL 8 Channels 3x10 AF, PM, 3x10 AR	33		
	Manchester - Onsite - 6 months			
17800326	Onsite Single Ch 3x10 AF,PM,3x10AR Accrd	426		
17800278	Onsite Multi-8 3x10 AF,PM, 3x10 AR Accrd	99		
	Porton Down - Onsite - 6 months			
17800326	Onsite Single Ch 3x10 AF,PM,3x10AR Accrd	422 8		
17800278	Onsite Multi-8 3x10 AF,PM, 3x10 AR Accrd	800		
	Porton FWE - Offsite - 12 Months			
17800052	Single Channel 3x10 AF, PM, 3x10 AR	60		
	York - Offsite - 12 Months			
17800052	Single Channel 3x10 AF, PM, 3x10 AR	67		
	Cambridge - Offsite - 6 months			
17800052	Single Channel 3x10 AF, PM, 3x10 AR	33		
17800117	ALL 8 Channels 3x10 AF, PM, 3x10 AR	11		

Total Price for Year 1: £360,791.82

Year 2:

Item	Description	Qty	Price per pipette	Total per annum
	Birmingham - PSC - 12 months			
17800052	Single Channel 3x10 AF, PM, 3x10 AR	382		
	Bristol - Onsite - 12 months			
17800326	Onsite Single Ch 3x10 AF,PM,3x10AR Accrd	228		
17800278	Onsite Multi-8 3x10 AF,PM, 3x10 AR Accrd	31		
	Colindale - PSC - 12 Months			
17800052	Single Channel 3x10 AF, PM, 3x10 AR	154 6		
17800117	ALL 8 Channels 3x10 AF, PM, 3x10 AR	400		
	Manchester - PSC - 6 months			
17800052	Single Channel 3x10 AF, PM, 3x10 AR	126		
17800117	ALL 8 Channels 3x10 AF, PM, 3x10 AR	33		
	Manchester - Onsite - 6 months			
17800326	Onsite Single Ch 3x10 AF,PM,3x10AR Accrd	426		
17800278	Onsite Multi-8 3x10 AF,PM, 3x10 AR Accrd	99		
	Porton Down - Onsite - 6 months			
17800326	Onsite Single Ch 3x10 AF,PM,3x10AR Accrd	422 8		
17800278	Onsite Multi-8 3x10 AF,PM, 3x10 AR Accrd	800		
	Porton FWE - Offsite - 12 Months			
17800052	Single Channel 3x10 AF, PM, 3x10 AR	60		
	York - Offsite - 12 Months			
17800052	Single Channel 3x10 AF, PM, 3x10 AR	67		
	Cambridge - Offsite - 6 months			
17800052	Single Channel 3x10 AF, PM, 3x10 AR	33		
17800117	ALL 8 Channels 3x10 AF, PM, 3x10 AR	11		

Year 3:

Item	Description	Qty	Price per pipette	Total per annum
	Birmingham - PSC - 12 months			
17800052	Single Channel 3x10 AF, PM, 3x10 AR	382		
	Bristol - Onsite - 12 months			
17800326	Onsite Single Ch 3x10 AF,PM,3x10AR Accrd	228		
17800278	Onsite Multi-8 3x10 AF,PM, 3x10 AR Accrd	31		
	Colindale - PSC - 12 Months			
17800052	Single Channel 3x10 AF, PM, 3x10 AR	154 6		
17800117	ALL 8 Channels 3x10 AF, PM, 3x10 AR	400		
	Manchester - PSC - 6 months			
17800052	Single Channel 3x10 AF, PM, 3x10 AR	126		
17800117	ALL 8 Channels 3x10 AF, PM, 3x10 AR	33		
	Manchester - Onsite - 6 months			
17800326	Onsite Single Ch 3x10 AF,PM,3x10AR Accrd	426		
17800278	Onsite Multi-8 3x10 AF,PM, 3x10 AR Accrd	99		
	Porton Down - Onsite - 6 months			
17800326	Onsite Single Ch 3x10 AF,PM,3x10AR Accrd	422 8		
17800278	Onsite Multi-8 3x10 AF,PM, 3x10 AR Accrd	800		
	Porton FWE - Offsite - 12 Months			
17800052	Single Channel 3x10 AF, PM, 3x10 AR	60		
	York - Offsite - 12 Months			
17800052	Single Channel 3x10 AF, PM, 3x10 AR	67		
	Cambridge - Offsite - 6 months			
17800052	Single Channel 3x10 AF, PM, 3x10 AR	33		

	17800117	ALL 8 Channels 3x10 AF, PM, 3x10 AR	11		
Confidential Information	<ul style="list-style-type: none"> The following information shall be deemed Confidential Information: <ul style="list-style-type: none"> Supplier pricing Supplier Tender Submission Documents 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 Contracting Body's representatives. 				
Data Processing	<ul style="list-style-type: none"> Not applicable 				
Contract Monitoring Arrangements	<ul style="list-style-type: none"> The Supplier's day-to-day point of contact for delivery of the Services will be the Operational Site Leads named in Table 1 above. The Operational Site Leads will be responsible for reporting Contract performance and delivery to the Operational Contract Manager. The Contracting Body's Operational Contract Manager (or their delegate) and the Supplier's Contract Manager shall meet at least once quarterly (or such other frequency as reasonably requested by the Contracting Body) to discuss the Supplier's performance and other matters connected to the delivery of the Contract. At the Contracting Body's request, within five (5) Business Days of such request, the Supplier shall provide such management information to the Contracting Body. This management information should be delivered in an easily accessible digital format (either Microsoft Word or Microsoft Excel) and must include (but is not limited to) the following information: <ul style="list-style-type: none"> All performance and key performance indicators as agreed between the Operational Contract Manager and the Supplier Overall Contract operational performance Delivery failures and root cause analysis Invoicing and billing Establish any improvement action plans required Process improvements, innovation, or areas for best industry practice Review and discussion of a continuous improvement plan Review of Supplier identified risks and mitigations Any other business 				
Invoice Information:	<p>UKHSA Billing Address:</p> <p>UKHSA ACCOUNTS PAYABLE TEAM MANOR FARM ROAD PORTON DOWN SALISBURY SP4 0JG</p>				



	<p>United Kingdom</p> <p>UKHSA VAT No: GB888851648</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes, as a minimum:</p> <ul style="list-style-type: none"> • a valid PO number; • PO line item number (if applicable); • the details (name and telephone number) of the Operational Site Lead (named in Table 1 above) of this Order Form together with confirmation from the Contracting Body of acceptance. <p>Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>E-mail: [REDACTED]</p>
Invoicing Terms:	<ul style="list-style-type: none"> • Payment terms are net 30 days from receipt of a valid invoice. • Following receipt of the Supplier's countersigned copy of the Contract, the Contracting Body will send a unique PO number. The Supplier must be in receipt of a valid PO number before submitting an invoice. • The Supplier shall provide an invoice to the Contracting Body for all Goods and Services delivered to the Contracting Body. • All invoices must be sent for approval and shall include the proof of delivery to the Contracting Body's designated finance mailbox e-mail: [REDACTED] and their agreed representative before being submitted for payment. • All invoices must be sent quoting a valid purchase order number. Upon written request from the Contracting Body, the Supplier shall provide a current statement of accounts; this is a standard commercial process and should show all invoices raised and amounts outstanding. • The Supplier shall provide compliant invoices that include, as a minimum, a valid PO number, PO line item number (if applicable), PO line description, and the details (name and telephone number) of the Contracting Body's authorised representative. Non-compliant invoices will be sent back to the Supplier, which may lead to a delay in a payment. • In support of Goods delivered, the Supplier shall provide to the Contracting Body a signed delivery note confirming receipt of the Goods at the Contracting Body's nominated Premises and Locations. • Supplier queries regarding payment must be forwarded to the Contracting Body's Accounts Payable section by email to: [REDACTED]



Supplier Contact Details:	ELKAY LABORATORIES
Name:	[REDACTED]
Job Role:	[REDACTED]
Contract Role:	Account Manager
Email:	[REDACTED]
Telephone:	[REDACTED]
Supplier Contact Details: (Additional, use if required)	Calibre Scientific Unit E, Lutyens Industrial Centre, Bilton Road, Hampshire, RG24 8LJ
Name:	[REDACTED]
Job Role:	[REDACTED]
Contract Role:	Senior Manager
Email:	[REDACTED]
Telephone:	[REDACTED]
Contracting Body Details	UK Health Security Agency Porton Down Salisbury SP4 OJG
Name:	[REDACTED]
Job Role:	[REDACTED]
Contract Role:	Operational Contract Manager
Email:	[REDACTED]
Telephone:	[REDACTED]
Contracting Body Details	UK Health Security Agency 10 South Colonnade London E14 4PU
Name:	[REDACTED]
Job Role:	[REDACTED]
Contract Role:	Commercial Contract Manager
Email:	[REDACTED]
Telephone:	[REDACTED]

FORMATION OF CONTRACT

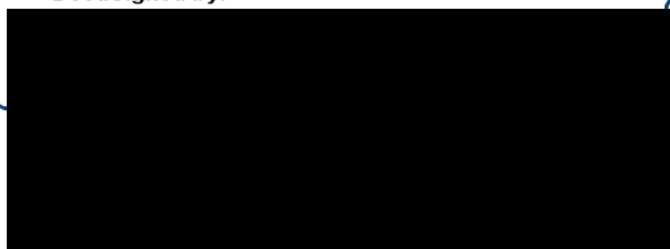
By signing and returning this Order Form (which may be done by electronic means) the Supplier agrees to enter a Contract with the Contracting Body to provide the Services in accordance with the terms of this Order Form and the Contract Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Contract Terms.

Signed,

For and on behalf of the Contracting Body

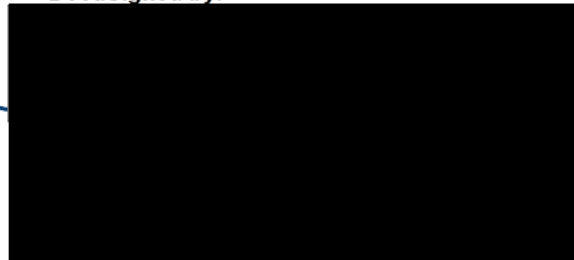
DocuSigned by:



Date Signed: 04/12/23

For and on behalf of the Supplier

DocuSigned by:



Date Signed: 30/11/2023

Appendix 1: Specification of Requirements

Specification

Mini-competition under the UK Shared Business Services RE21225 Laboratory Consumables Framework: Lot 11 – Servicing and calibration

Procurement of pipette maintenance and calibration services for UKHSA laboratories

Atamis Project Code: C166188

Version: 0.1

Date: 18 July 2023

UKHSA Internal Project Code: SCI0128

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SECTION A –

DEFINITIONS AND GENERAL REQUIREMENTS

Introduction

This document sets out the United Kingdom Health Security Agency's (**UKHSA**) (**the Contracting Body**) Specification, on behalf of the Department of Health and Social Care (**DHSC**) covering the specifications and supporting the provision of servicing, calibration, and repair of single and multi-channel pipettes, in addition to the provision of pipette user training to the Contracting Body's staff (**the Services**).

The Contracting Body seeks to appoint a service provider for on-site and off-site maintenance, servicing, calibration and repair of single-channel and multi-channel pipettes to UKAS and ISO standards as described in this Tender.

UKHSA laboratories are subject to GxP quality guidelines and regulations, more information may be found here: [Guidance on GxP data integrity - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/gxp-data-integrity)

UKHSA seeks to award a contract for a period of 3 years (Initial Term) with option to extend up to a maximum of 2 further years (5 years in total).

1.0 Definitions

- 1.1 Definitions and interpretations in this ITT are found within Appendix A of the Framework Agreement. All other definitions relevant to this Tender are described in Table 1 below:

Table 1: Definitions

Definition	Description
As Found	A document generated during the process of pipette calibration servicing. It provides a detailed analysis of the performance and accuracy of a pipette before any adjustments or corrections are made. The purpose of an "As Found" report is to establish a baseline reference for the pipette's initial condition.

As Left	A document generated during pipette calibration servicing. It is created after adjustments, repairs, or calibration procedures have been performed on a pipette. The purpose of the "As Left" report is to evaluate the pipette's performance and accuracy following the calibration or servicing activities.
Contract	The order form which forms the contract as part of a successful award of this Tender
Contract Term	The entire duration of the Contract including any extension period beyond the Initial Term.
DHSC	Department of Health and Social Care
Framework Agreement	UK Shared Business Services RE21225 Laboratory Consumables Framework, specifically Lot 11 – Servicing and Calibration
Initial Term	The period of time at the beginning of a contract during which both parties are bound by the terms of the agreement. The initial term is typically followed by a renewal term, during which either party may choose to terminate the agreement.
Services	Provision of on-site and off-site maintenance, servicing, calibration and repair of single-channel and multi-channel pipettes, in addition to the provision of pipette user training
SOP	Standard Operating Procedure – a set of written instructions that describes the step-by-step process that must be taken to properly perform a routine activity.
Tender	This procurement, including all tender documentation for the purpose of a mini-competition against Lot 11 of the Framework Agreement
Tender Submission	A Bidder's submitted response to this Tender
UKHSA	UK Health Security Agency

2.0 Demand requirements

Table 2: Locations

UKHSA Site	Postcode	Operational Site Lead
Birmingham	B9 5SS	[REDACTED]
Bristol	BS10 5NB	[REDACTED]

		[REDACTED]
Cambridge	CB2 0QQ	[REDACTED] [REDACTED])
Colindale: VRD	NW9 5EQ	[REDACTED] [REDACTED])
Colindale: NCTC	NW9 5EQ	[REDACTED] [REDACTED])
Colindale: FEPTU	NW9 5EQ	[REDACTED] [REDACTED])
Colindale: NEQUAS	NW9 5EQ	[REDACTED] [REDACTED])
Colindale: NMRS	NW9 5EQ	[REDACTED] [REDACTED]
Colindale: FWE	NW9 5EQ	[REDACTED] [REDACTED])
Colindale: ERD	NW9 5EQ	[REDACTED] [REDACTED])
Colindale: HCM	NW9 5EQ	[REDACTED] [REDACTED])
Manchester: VEU	M13 9WZ	[REDACTED] [REDACTED])
Manchester: MRU	M13 9WL	[REDACTED] [REDACTED]
Manchester: Virology	M13 9WL	[REDACTED] [REDACTED])
Manchester: Bacteriology	M13 9WL	[REDACTED] [REDACTED]
Porton Down	SP4 0JG	[REDACTED] [REDACTED])
Porton: FWE	SP4 0JG	[REDACTED]

York	YO41 1LZ	

Table 3: Demand

UKHSA Site	Single channel pipettes	Multi-channel pipettes	Total	Servicing frequency	On Site or Off-Site Calibration	Total calibrations per annum
Birmingham	382	0	382	12 months	Off-site	382
Bristol	228	31	259	12 months	On-site	259
Cambridge	33	11	44	12 months	Off-site	44
Colindale	1,546	400	1,946	12 months	Off-site	1,946
Manchester: VEU	126	33	159	6 months	Off-site	159
Manchester: MRU, Virology, Bacteriology	426	99	525	6 months	On-site	525
Porton Down	4,228	800	5,028	6 months	On-site	5,028
Porton – FWE	60	0	60	12 months	Off-site	60
York	67	0	67	12 months	Off-site	67
Total	7,096	1,374	8,470			8,470

2.1 Total **Off-site** calibrations per annum: **2,658**

2.2 Total **On-site** calibrations per annum: **5,812**

2.3 Further detail of single channel and multi-channel pipettes is in Appendix 1: Product Description

SECTION B – TECHNICAL REQUIREMENTS

Introduction

This section contains information on the technical requirements for this Tender.

3.0 Technical requirements

General

- 3.1 The Supplier shall provide all servicing equipment and materials required for the Service.
- 3.2 The Supplier must be capable of processing all common brands of pipette and, if required, have the capability to add new makes and models. This list includes but is not limited to:
- Biohit
 - Gilson
 - Eppendorf
 - Rainin
 - Brand
 - CappAero96
 - Socorex
- 3.3 The Supplier shall provide UKHSA with a copy of their Standard Operating Procedures (SOP) for calibration, demonstrating accreditation in accordance with ISO/IEC 17025 standards.

Servicing and Calibration

- 3.4 All single and multi-channel pipettes must be serviced / calibrated at least once per year with an As Found report and 'As Left' report. If there is any change from this requirement, it will be communicated in writing by the Contracting Body to the Supplier on a case-by-case basis.

- 3.5 Suppliers must have the capability to supply pipettes that can achieve a UKAS standard of calibration and be serviced with ten gravimetric weighing's at three volumes to assess and adjust accuracy, precision, and linearity according to the manufacturer's specifications.
- 3.6 The Supplier shall provide a decontamination certificate/form template to all sites for their use, so that only one standardised certificate/form is used by all sites.
- 3.7 The calibration certificate must include:
- Supplier's ISO:17025 number;
 - statements of measurement uncertainty per volume setting; and
 - calibration certificate as required.
- 3.8 The Supplier must attach calibration labels to each pipette showing that they have been calibrated under the Suppliers scope of accreditation. Previous calibration labels should be removed. Calibration labels should be marked with the following:
- Accreditation mark and laboratory number for the supplier;
 - Unique pipette identifier;
 - Date of calibration with the month being shown as a word;
 - Certificate number;
 - Space for date when recalibration is next due;
 - The name of the calibration laboratory; and
 - Certificates will have the supplier ISO 17025 number on each one,
- 3.9 The Supplier must be able to provide an adaptable Service. UKHSA sites may request use of (and may provide) specific pipette tips to be used as part of the Service and may have requirements to test and calibrate to specific criteria.
- 3.10 The Supplier must primarily use the original pipette manufacturers' parts in all instances. If the Supplier is unable to do so, and before any works are initiated, the Supplier must notify the Contracting Body and provide rationale for using a different part and a comparison that displays cost and similar functionality to the original manufacturers' part.

- 3.11 The Supplier must provide detailed written information to the Contracting Body for all parts used in the Services, which includes but is not limited to the original manufacturers' parts, or other generic parts.
- 3.12 The Supplier shall replace all consumable replacement parts in accordance with any specific laboratory instructions. This includes but is not limited to:
- Pipette Tips
 - O-Rings
 - Plunger Assembly
 - Barrel
 - Piston
 - Seal Rings
- 3.13 The Supplier shall perform an 'as-found' check before calibration commences, unless the pipette is broken, in which case the Supplier shall record this and undertake repairs or provide a replacement.
- 3.14 In the event a pipette needs cleaning prior to servicing, the Service provider shall contact the site lead and agree what further action is required.

On-site and Off-site capability

- 3.15 The Supplier must have the capability to perform the Services at all of the Contracting Body's nominated locations and premises, as required by the Contracting Body.
- 3.16 The Supplier must have the capability to perform the Services away from the Contracting Body's premises and locations if the method is approved in writing between the Contracting Body and the Supplier and is not the sole means of providing the Services. This shall also be at no additional cost to the Contracting Body.
- 3.17 The Supplier must provide a postal service for off-site provision of the Services, including return postage costs.
- 3.18 The Supplier must provide suitable secure packaging material for the transportation of pipettes.

Lead Times

3.19 Lead times for off-site Services are measured as follows:

- starting from the point of delivery of the pipettes to the Supplier; and
- ending at the point of delivery of the pipette back to the respective UKHSA site

3.20 The total Services lead time must be no longer than five (5) working days unless the Supplier requires additional authorisation from the Contracting Body.

Repairs

3.21 The Supplier must provide the Contracting Body with a full detailed breakdown of the expected cost of any repairs. The Contracting Body shall have the final decision on whether to authorise repairs and shall only provide written permission to the Supplier to proceed. The Supplier shall not proceed without express written permission from the Operating Contract Manager, named in the Contract, or any other named representative by the Contracting Body if the Operating Contract Manager is unavailable.

3.22 The Supplier may be allocated a maximum spend limit of £100 per site, to allow immediate repairs to be undertaken without delays, due to required authorisation from the Contracting Body or respective UKHSA site representative.

3.23 The Supplier shall inform the Contracting Body in writing if pipettes are beyond economic repair, meaning 80% or greater of the cost of replacement, before any relevant repairs begin.

Training

3.24 Some UKHSA sites may request the provision of pipette user training, this could be on-site in person or online training. The supplier should have the capability to deliver training at least twice per year.

3.25 The Supplier must be capable of accommodating a variable number of participants, ranging from one to twenty at any given time.

3.26 Training must include the following subject matters:

- How to use pipettes and how to dispense accurate volumes;
- Pipetting techniques and effects on assays;
- Cleaning and inspection of pipettes; and
- Performance and calibration checks of pipettes.

Supplier staff availability

3.27 The Supplier must have contingency to provide cover for their staff sickness/absence.

3.28 The Supplier shall provide a point of contact for this requirement with Contract Management meetings taking place at an agreed timepoint depending on the UKHSA site – suggestion at a minimum every 3 months.

Reporting

3.29 All reports required for this Tender will be provided electronically in a format that is compatible with Microsoft Word and Adobe Acrobat Reader.

3.30 The Supplier must rectify any errors on reports, certificates, or labels within 5 days of written notification from the Contracting Body.

3.31 When returning serviced the Contracting Body shall require a variety of return management reports, the following are examples of the reports we will require:

3.31.1 List of pipettes serviced showing:

- Pipette model/type;
- Location;
- Serial number;
- Date serviced; and
- Service history,

3.32 The Supplier shall provide an As Found / As Returned report, which is to be returned to a UKHSA site representative with the pipettes. The report is required to show:

- Unique report number assigned to pipette;
- Supplier and Contracting Body details;
- Unique identification of pipette model and serial number;
- Unique identification of balance used;
- Date of issue of the calibration report in the format day/month/year;
- Details of environmental conditions at the time of the test (air temperature, water temperature, relative humidity, and barometric pressure);
- Z-factor for the appropriate temperature and barometric pressure;
- Gravimetric results including statistical analysis;
- Name of tips used as part of the pipetting system; replacement parts used during service;
- Any comments or recommendations the Supplier technician may consider appropriate; and
- Any other agreed requests that have been made by a specific UKHSA laboratory,

3.33 Authorised calibration certificate to be returned to UKHSA site representative with the pipette. Certificate is required to show:

- Unique certificate number assigned to pipette;
- Supplier and Contracting Body details;
- Unique identification of pipette model and serial number;
- Date of issue of the calibration certificate in the format day/month/year;
- Details of environmental conditions at the time of the test (air temperature, water temperature, relative humidity, and barometric pressure);
- Z-factor for the appropriate temperature and barometric pressure;
- Name of tips used as part of the pipetting system;
- Gravimetric results including statistical analysis;
- Statement on the basis on which the reported uncertainty of measurement has been evaluated;

- Statement of compliance with identified metrological specification to confirm traceability for any calibrated equipment used;
- Record of manufacturer's parts used in service;
- Reference to accredited calibration method performed; and
- Any other agreed requests that have been made by a specific UKHSA laboratory.

4.0 Contract Management

- 4.1 The scheduled on-site visits must be agreed with UKHSA a minimum of 10 business days before the date of the visit. In addition, UKHSA must be alerted to the next scheduled service/calibration whether on or off-site a minimum of 30 days in advance.
- 4.2 The Supplier's performance shall be reviewed at the quarterly meetings to evaluate its performance.

SECTION C – REGULATORY REQUIREMENTS

Introduction

This section contains information on the regulatory requirements for this Tender. The Supplier **must** ensure that the Services meet all applicable regulatory requirements (as detailed below) before their Services are made available to the Contracting Body.

5.0 Regulatory requirements

5.1 The Supplier shall be required to comply with the following standard(s) throughout the term of the Order Form:

5.1.1 The Supplier must be accredited to the following:

- ISO 17025;
- ISO 8655; and
- ISO 9001 or equivalent accepted by ISO 15189:2012.

Environment and Health and Safety

5.2 The Supplier shall have access to appropriate health and safety advice as required by the Management of Health and Safety at Work Regulations 1999.

5.3 The Supplier must comply with all relevant UKHSA environmental and health and safety guidelines while on site. Information on this will be provided by the UKHSA site representative.

5.4 Before starting work on the site, all employees of the Supplier shall receive an environmental, health, and safety induction. All equipment must comply with relevant health and safety guidelines to prevent injury.

5.5 The Supplier shall ensure to dispose of all waste in compliance with duty of care outlined in paragraph 24 of the Environmental Protection Act 1990. This will be a requirement for the social value criteria for this Tender.

- 5.6 The Supplier must inform the UKHSA site representative and report to the contract manager in the event of any an incident or accident occurring on-site, relevant to the Services.

Social Value

- 5.7 The Contracting Body is committed to providing social value that has a lasting impact on individuals, communities, and the environment, in line with the Public Services (Social Value) Act 2012, and utilising the Social Value Model ([Social-Value-Model-Edn-1.1-3-Dec-20.pdf \(publishing.service.gov.uk\)](#)).
- 5.8 This commitment includes contracts and arrangements between the Contracting Body and its supply chain.

Table 4: The Social Value Model

Themes		Policy outcomes
Theme 1	COVID-19 recovery	Help local communities to manage and recover from the impact of COVID-19
Theme 2	Tackling economic inequality	Create new businesses, new jobs and new skills
		Increase supply chain resilience and capacity
Theme 3	Fighting climate change	Effective stewardship of the environment
Theme 4	Equal opportunity	Reduce the disability employment gap
		Tackle workforce inequality
Theme 5	Wellbeing	Improve health and wellbeing
		Improve community cohesion

- 5.9 The Supplier must demonstrate their commitment to Theme 2, tackling economic inequality, during the contract term through creating new jobs and new skills, for example, apprenticeship programmes etc.



- 5.10 The Supplier must demonstrate their commitment to Theme 3, fighting climate change, through limiting / minimising their environmental impacts during the contract term in relation to energy, and waste management.

SECTION D – COMMERCIAL REQUIREMENTS

6.0 Notes on pricing

- 6.1 The Supplier shall provide all consumable replacement parts (for example O-rings) required for the Services to the Contracting Body at no additional cost.
- 6.2 All pricing for this tender shall be fixed for the duration of the initial term of the contract (three years).
- 6.3 If the Contracting Body opts to extend the contract beyond the initial term (up to a maximum of two years), the Supplier may submit a request to amend the contract pricing under the following conditions:
 - 6.3.1 requests for contract price increases shall be submitted no more than once each year, after the initial term, and no later than three (3) months prior to the next contract anniversary date;
 - 6.3.2 price increases must include a full justification for such increase;
 - 6.3.3 price increases should not exceed the Consumer Price Index (CPI) for the previous twelve (12) months prior to the submission date. These relevant indices can be found on:
 - <https://www.ons.gov.uk/economy/inflationandpriceindices/datasets/consumerpriceindices>); and
 - 6.3.4 in exceptional circumstances (and at its sole discretion) the Contracting Body reserves the right to consider another index in place of the CPI.

Appendices

Appendix 1: Product Description

- 1.1 Single channel pipette UKAS calibration and service with ten gravimetric weighing's at three volumes. Calibration with inspection and 'As Found' data. On - site
- 1.2 Single channel pipette UKAS calibration and service with ten gravimetric weighing's at three volumes. Calibration with inspection and 'As Found' data. Off - site
- 1.3 Multi-channel pipette (8 Channel) UKAS calibration and service with ten gravimetric weighing's at three volumes. For each channel Calibration with inspection and 'As Found' data. On - site
- 1.4 Multi-channel pipette (8 Channel) UKAS calibration and service with ten gravimetric weighing's at three volumes. For each channel Calibration with inspection and 'As Found' data. Off - site
- 1.5 Multi-channel pipette (12 Channel) UKAS calibration and service with ten gravimetric weighing's at three volumes. For each channel Calibration with inspection and 'As Found' data. On - site
- 1.6 Multi-channel pipette (12 Channel) UKAS calibration and service with ten gravimetric weighing's at three volumes. For each channel Calibration with inspection and 'As Found' data. Off - site
- 1.7 Multi-channel pipette (16 Channel) UKAS calibration and service with ten gravimetric weighing's at three volumes. For each channel Calibration with inspection and 'As Found' data. On - site
- 1.8 Multi-channel pipette (16 Channel) UKAS calibration and service with ten gravimetric weighing's at three volumes. For each channel Calibration with inspection and 'As Found' data. Off - site



Appendix 2: Supplier's Tender Submission

The following documents comprised the Supplier's Tender Submission. A copy of these documents shall be kept by both the Supplier and Contracting Body respectively for record keeping and audit purposes:

- BCP Baseline Checklist.xlsx
- Business Continuity Plan- MT-UK.docx
- Business Continuity Plan.pdf
- Mettler Toledo Overview.docx
- C166188_SCI0128_Declaration of Conflicts of Interest_v2.0(1).docx
- C166188_SCI0128_Tender Response Spreadsheet_v2.0 – COMPLETED.xlsx
- Elkay Laboratories UK Limited Carbon reduction plan.docx
- ISO 9001.pdf
- ISO 17025.pdf
- Mettler Toledo Example Certificate Fail.pdf
- Mettler Toledo Example Certificate Pass.pdf
- Mettler Toledo Overview.docx
- Mettler Toledo SOP.pdf
- MT Customer information pack.pdf
- Pricing Proposal Elkay Year 1.xlsx
- Pricing Proposal Elkay Year 2.xlsx
- Pricing Proposal Elkay Year 3.xlsx