

**ADVANCED PROCUREMENT FOR UNIVERSITIES AND COLLEGES FRAMEWORK
AGREEMENT FOR THE SUPPLY OF MICROSCOPES AND IMAGING EQUIPMENT**

Order Form

Supply of Microscopes and Imaging Equipment Framework Agreement

Lot 1 – Compound Microscopes

OJEU REF - OJEU 2017/S 221-458882

Framework Agreement Reference: LAB1015AP

The Parties:

- (1) Leica Microsystems (UK) Ltd, Companies House no. 00476611 and having its registered office at Larch House Woodlands Business Park, Breckland Linford Wood, Milton Keynes, MK14 6FG (the "**Supplier**"); and
- (2) The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency, Nobel House, 17 Smith Square, London, SW10 3HX (the "**Authority**").

Whereas:

- (A) The Parties hereto have entered into the Contract.
- (B) This Schedule is entered into pursuant to the Contract.

It is agreed:

1 Contract

The Contract shall comprise the following terms in the following order of precedence:

1. This Order Form and its appendices;
2. The terms set out at the front end of this Contract;
3. The Call-off Terms and Conditions which are appended to the Framework Agreement (including its Schedules) as Appendix 3a;
4. The Specification; and
5. The Framework Agreement (including its Schedules).

Any purchase order issued by the Authority in respect of this Contract does not form part of this Contract.

2 The Goods

The goods to be supplied under this Contract shall be as follows:

- 5x Leica DMI1 configurable Microscopes and associated accessories (see Appendix 1 of this Order Form) (the "**Goods**")

The Goods shall be supplied in accordance with the following specifications (the "**Specifications**"):

The microscopes will meet the following specifications:

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SPECIFICATIONS

Optical system	<ul style="list-style-type: none"> • Infinity corrected (HCS)
Power	<ul style="list-style-type: none"> • Input: 100–240V AC, 50/60Hz • Output: 5V DC
Contrast methods	<ul style="list-style-type: none"> • Transmitted light: Brightfield, Phase Contrast
Transmitted light axis	<ul style="list-style-type: none"> • Integrated 5W LED Illumination manual adjustment of <ul style="list-style-type: none"> – Brightness – Aperture diaphragm – Automatic power shutoff (adjustable)
Tube	<ul style="list-style-type: none"> • With fixed eyepieces FOV 18 • For exchangeable eyepieces FOV 20
Focus	<ul style="list-style-type: none"> • Coarse and fine focusing, travel range 9 mm, min. adjustment: 2 µm
Objective nosepiece	<ul style="list-style-type: none"> • Manual, 4 position, for objectives with M25 thread
Stage	<ul style="list-style-type: none"> • Fixed stage: (L x W) 262 mm x 212 mm • Attachable object guide for fixed stage (option)
Condenser	<ul style="list-style-type: none"> • S80 / 0.30 condenser or • S40 / 0.45 condenser (interchangeable)
Phase contrast slider	<ul style="list-style-type: none"> • 2 position slider (BF / PH1) for S40 or for S80 condenser • 4 position slider (BF / PH0 / PH1 / PH2) for S40 or for S80 condenser
Camera	<ul style="list-style-type: none"> • Leica MC120 (2.5 megapixels) • Leica MC170 (5.0 megapixels)

3 **Contract Period and Termination**

- 3.1 This Contract shall commence on 21st March 2022 (the “**Commencement Date**”) and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 20th March 2025 (the “**Term**”).
- 3.2 Without prejudice to any other right of termination set out in this Contract, the Authority shall be entitled to pause or terminate this contract, in whole or in part, for convenience by giving the Supplier not less than twelve (12) weeks’ notice in writing.
- 3.3 The Authority may extend the contract for the period 20th March 2025 to 19th March 2027, or such shorter period as the Authority may specify in the notice, (the “**Extension Period**”) by giving the Supplier written notice no later than 31st January 2025.

4 **Price of Goods**

- 4.1 Subject to Clause 7.3, the maximum value of the Goods that can be ordered under this Contract is fifteen thousand, eight hundred and sixty-one pounds and fifty pence (£15,861.50) (the “**Contract Price**”). Full details of the Contract Price is contained Appendix 1 of this Order Form. For the avoidance of doubt, the Authority is not committed to pay the Contract Price.
- 4.2 The Contract Price excludes VAT at the applicable rate, but is inclusive of freight and delivery charges.

5 **Delivery and Risk:**

- 5.1 The Supplier shall deliver agreed quantities of the Goods to the testing sites set out in Appendix 3 (the “**Delivery Locations**”).
- 5.2 All planned deliveries shall be pre-advised by the Supplier to the Authority’s primary delivery contact and the

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additional delivery contact stated below (individually or collectively be known as the “**Delivery Contact**”) at least 48 hours prior to shipping:

5.2.1 Primary delivery contact: ■ or

5.2.2 Additional delivery contact: ■

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

5.3.1 Supplier name;

5.3.2 Authority's PO number;

5.3.3 Item reference, Supplier's part code, description and quantity;

5.3.4 Item / pallet / carton reference for multi-pallet / carton shipments; and

5.3.5 Full detailed despatch / pack list at item level and any special instructions originally entered for Authority's Order (e.g. project).

5.4 The Delivery Contact will confirm:

5.4.1 Booking reference number;

5.4.2 Date and time of delivery slot (where applicable); and

5.4.3 Delivery address.

5.5 The Supplier shall ensure that all Goods are labelled with the PO number, product description, part number, volume, batch number, storage requirements and barcode.

5.6 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.

5.7 Risk will pass to the Authority on the Goods in accordance with clause 2 (Delivery of the Goods and passing of risk and ownership of the Goods) of the Call Off Terms and Conditions.

5.8 Time is of the essence as to any delivery dates under the Contract and if the Supplier fails to meet any delivery date this shall be deemed to be a breach incapable of remedy for the purposes of Clause 15.4 of the Call-Off Terms and Conditions.

5.9 The Authority may refuse unscheduled deliveries. In such event, the Supplier shall rearrange delivery utilising the delivery process set out in this Clause 5.

6 KPI

- Lead times- items need to be delivered within 10-15 working days.
- Customer service- the supplier should respond to all queries submitted via email within 48 hours.
- PO and invoice accuracy- items need to be delivered on time and in full.
- Continuous Improvement- the supplier will attend meetings with the contract manager, as required, to discuss any areas where improvements can be made.

7 Return Conditions

The Return Conditions shall be as follows:

6.1 The Supplier is responsible for collecting the Goods.

6.2 The Supplier is responsible for the costs of returning/collecting the Goods.

6.3 Return Conditions shall be in accordance with Schedule 2 - clause 3 (Inspection, rejection, return and recall of the Goods) of the Call Off Terms and Conditions.

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8 Supplementary Conditions and Key Provisions

7.1 Warranty:

- 7.1.1 The Supplier shall provide a 12 (twelve) month warranty which shall commence from the date of delivery in accordance with Clause 10 of the Call-Off Terms and Conditions.
- 7.1.2 In the event that Goods are deemed to be Defective Goods by the Authority, the Authority, at its sole discretion, shall provide a written request or written notice to the Supplier in accordance with Schedule 2, clause 4.7 of the Call-Off Terms and Conditions.

7.2 Ordering Process:

- 7.2.1 Following execution of the Contract, the Authority shall submit to the Supplier a purchase order for the sum of (£15,861.50 Excl. VAT), the amount of which shall be the maximum value of Goods which can be ordered during the Contract Period (the “**Purchase Order**”). Thereafter, the Goods shall be called off by the Authority against the Purchase Order in accordance with the ordering process in this Clause 7.2.
- 7.2.2 The Authority shall provide the Supplier with an indicative forecast (set out in Appendix 2 of this Order Form) detailing the Authority’s best estimate of the next twelve weeks rolling forecast (the “**Indicative Forecast**”). Deliveries for weeks one to four inclusive, of the Indicative Forecast will be binding on the Authority and the Supplier. The Authority shall order, and the Supplier shall deliver, the volumes of the Goods in accordance with weeks one to four inclusive of the Indicative Forecast unless. The Supplier shall ship the Goods weekly unless otherwise agreed by the Parties.
- 7.2.3 The Authority shall submit an updated Indicative Forecast on a weekly basis. If the Authority fails to make such update in any week, the forecast for the immediately preceding week shall apply.
- 7.2.4 At the Contract Management meeting organised by the Authority every week, the Parties shall hold a call to determine the Authority’s current demand for the Goods and delivery schedule. At such meetings, the Parties shall:
- (i) review the volume of Goods to be delivered for the following week;
 - (ii) review the Indicative Forecast;
 - (iii) review current inventory levels; and
 - (iv) discuss such other matters as the Parties may consider appropriate.
- 7.2.5 The Supplier shall, in accordance with the Indicative Forecast: (a) store 8 weeks of stock in their facilities for the Authority; or (b) if less than eight weeks remain to the end of this Contract, any stocks left as required by the remaining weeks of the Indicative Forecast prior to Contract expiry.
- 7.2.6 If the Authority wishes to bring forward delivery of any quantity of the Goods set out within the Indicative Forecast, the Authority can issue an order to the Supplier, and the Supplier shall deliver, some or all of 8 weeks stocks held at the Supplier’s facility in the UK. The Authority shall then issue a new updated Indicative Forecast for the subsequent 12-week period.
- 7.2.7 Where the Authority wishes to bring forward a delivery of Goods, the Supplier shall deliver the Goods held in its UK facility within 7 working days of the Authority’s order.
- 7.2.8 Where, to meet the Authority’s order to bring forward delivery under this paragraph, the Supplier has to manufacture Goods, the lead-time for delivery shall be 4 weeks from the Authority placing the order.
- 7.2.9 If the Authority requires additional Goods above the total number of Goods set out in table in Appendix 1, the Authority shall be entitled (but not obliged) to order such additional volumes as the Authority requires under the same terms set out in this Contract. The Supplier shall use its best endeavours to fulfil any Authority orders for such additional Goods.

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- 7.2.10 In the event of the Contract's expiry or earlier termination for whatever reason, the Supplier shall be entitled to ship remaining stock held by the Supplier for the Authority at the Authority's request.
- 7.2.11 The Parties agree that notwithstanding submission of the Purchase Order to the Supplier, but subject to Clause 7.2 of this Order Form, the Authority is only committed to purchasing the quantities of the Goods that have been agreed by the Authority as part of the Indicative Forecast. For the avoidance of doubt, the Authority is not committed to purchase Goods up to the value of the Contract Price.

7.3 Invoicing Terms

- 7.3.1 Payment terms are net 30 days from receipt of a valid invoice.
- 7.3.2 Following receipt of the Supplier's countersigned copy of the Contract, the Authority will send a unique purchase order (the "**PO**") number. The Supplier must be in receipt of a valid PO number before submitting an invoice.
- 7.3.3 The Supplier shall provide a consolidated monthly invoice to the Authority for all Goods delivered to and accepted by the Authority each month.
- 7.3.4 All invoices must be sent for approval and shall include the proof of delivery to the Authority's designated finance mailbox e-mail: [REDACTED] and their agreed representative before being submitted for payment.
- 7.3.5 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.
- 7.3.6 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 Authority's authorised representative. Non-compliant invoices will be sent back to the Supplier, which may lead to a delay in a payment.
- 7.3.7 In support of Goods delivered the Supplier shall provide to the Authority a signed delivery note confirming receipt of the Goods at the Authority's nominated Delivery Locations.
- 7.3.8 Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to: [REDACTED]
- 7.3.9 The Authority shall have the right to audit Supplier stock at any time on not less than 5 business days' notice. The Parties shall be responsible their own expenses or costs that occur as part of any of these audits.

9 Authority Obligations

No additional or special Authority obligations are applicable to this Contract.

10 Contract Managers

The Supplier's Contract Manager is:

[REDACTED]

E-mail: [REDACTED]

Phone: [REDACTED]

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The Authority's Contract Manager is:

██████████

E-mail: ██████████

Phone: ██████████

11 Frequency of meetings

- 10.1 The Authority's Contract Manager (or their delegate) and Supplier's Contract Manager shall meet weekly (or such other frequency as reasonably requested by the Authority) to discuss the Supplier's performance and other matters connected to the delivery of the Contract.
- 10.2 At the Authority's request, and within five (5) Working Days of such request, the Supplier shall provide such management information to the Authority as the Authority may reasonably requests from time to time (including without limit any information about the Supplier's supply chain and its compliance in relation to sustainability requirements). The Contract Managers shall meet no less than monthly to discuss the operation of this Contract.
- 10.3 Contract management meeting will be set up to monitor the following:
- Delivery on time and in full;
 - Stock Level held by the Supplier at the Authority's request;
 - The Indicative Forecast;
 - Issues;
 - Invoicing; and
 - Discuss such other matters as the Parties may consider appropriate.

12 Quality Assurance Standards for the Goods

- 11.1 The quality assurance standards set out in the Supplier's Specification set out Clause 2 of this Order Form shall apply to the manufacture and supply of the Goods.

13 Data Protection Protocol

- 13.1 The Supplier shall Process Personal Data under or in connection with this Contract in accordance with the Data Protection Protocol as supplied by the Authority to the Supplier as part of this Order Form (if any).

This Contract has been entered into on the day and date given below:

Signed by
for and on behalf of the Supplier

Print Name: ██████████

Job Title: ██████████

Date of Signature: 22/03/2022

Signed by
for and on behalf of the Authority

Print Name: ██████████

Job Title: ██████████

Date of Signature: 22/03/2022

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**Appendix 1
Goods Information and Pricing**

#	Items	Quantity	List Price	Net Price
40	PH Slider with 2 pos. for S80 11526110			
50	Obj. HI PLAN 4x/0.10 11506226			
60	Obj. HI PLAN I 10x/0.22 PH1 11506271			
70	Obj. HI PLAN I 20x/0.30 PH1 11506272			
80	Obj. HI PLAN I 40x/0.50 PH1 11506369			
90	Dust Cover for DMI1 11526123			
100	Condenser S40/0.45 11526118			
110	2-fold Lightring Slider for S40 11526111			
Section Net Subtotal				
Quotation Totals				
Sub Total				
Freight and Handling Charge				
Grand Total Excluding Taxes				GBP 15,861.50



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**Appendix 2
Indicative Forecast**

Not applicable.

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**Appendix 3
Delivery Locations**

Delivery Address
UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, Wiltshire, SP4 0JG.