

**Appendix 1****National Microbiology Framework Agreement  
Order Form****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 of Nobel House, 17 Smith Square, London, SW1P 3HX (the <b>"Authority"</b> )
<b>Invoice address:</b>	Post: Financial Operations and Control, Porton Down, Salisbury, Wiltshire, SP4 0JG Email: [REDACTED]
<b>Contract Manager:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Secondary Contact:</b> eg. business operational contact, project manager	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Procurement lead</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Name and address for notices:</b>	Name: [REDACTED] Address: UK Health Security Agency, Nobel House, 17 Smith Square, London, SW1P 3HX
<b>Internal reference (if applicable):</b>	To be quoted on all correspondence relating to this Order Form:  Contract Reference: C172396

**TO**

<b>Supplier:</b>	Tecan UK Ltd, Theale Court, 11-13 High St, Theale, Reading, RG7 5AH
<b>Contract Manager:</b>	Name: [REDACTED] Sr. Customer Operations Administrator  Phone: [REDACTED]  E-mail: [REDACTED]

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

<b>Secondary Contact:</b>	Name: Phone: E-mail:
<b>Account Manager:</b>	Name: Phone: E-mail:
<b>Name and address for notices:</b>	Name: [REDACTED], Sr. Customer Operations Administrator Address: Tecan UK Ltd, Theale Court 11-13 High St, Theale, Reading RG7 5AH

**Applicable terms and conditions**

The following terms and conditions are applicable to the Contract for this Order:

<b>Appendix A</b>	Call-off Terms and Conditions for the Supply of Goods and the Provision of Services	<b>Applicable to this Contract</b>
<b>Appendix B</b>	Optional Additional Call-off Terms and Conditions for Installation and Commissioning Services	<input type="checkbox"/> (only applicable if this box is checked)
<b>Appendix C</b>	Optional Additional Call-off Terms and Conditions for Maintenance Services	<input checked="" type="checkbox"/> (only applicable if this box is checked)
<b>Appendix D</b>	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))
<b>Appendix E</b>	Optional Additional Call-off Terms and Conditions for Reagent Rental	<input type="checkbox"/> (only applicable if this box is checked)
<b>Appendix F</b>	Optional Additional Call-off Terms and Conditions for Managed Equipment Services	<input type="checkbox"/> (only applicable if this box is checked)
<b>Appendix G</b>	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))
<b>Appendix H</b>	Further Optional Additional Call-off Terms and Conditions	(only applicable if one or more boxes are checked)
	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	
	2. TUPE on exit	
	3. Different levels and/or types of insurance	
	4. Induction training for Services	
	5. Further Authority obligations	

## 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:**

02 June 2023

**(1.2) Services Commencement Date (if applicable):**

02 June 2023.

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

- 1.3.1. Subject of clause 2 of Annex A, the maximum value of the services that can be ordered under this Contract is one hundred and thirty three thousand nine hundred and fifty two pounds (£133,952) (the "**Contract Price**"). Full details of the Contract Price is contained in Table 1 - Contract Price Breakdown, below. For the avoidance of doubt, the Authority is not committed to pay the full Contract Price.

**Table 1 – Contract Price Breakdown**

Item No.	Description	Serial-No.	Equipment-No.	Location	Starting Date	End Date	Annual Fee (GBP)
10	INSTRUMENT FDM.EVOLYZ ER- LiHa-8, Pos- ID, Incubator/MI O, Sunrise, HydroFlex	17030086 12	11426314	UKHSA, Porton Down	01.06.2023	31.05.2024	██████
20	INSTRUMENT FREEDOM EVO 100 , Air LiHa-8, POS-ID	17030088 54	11426572	UKHSA, Porton Down	01.06.2023	31.05.2024	██████
30	INSTRUMENT FDM.EVOLYZ ER- LiHa-8, Lower DiTi eject, Incubator/MI O, Sunrise, HydroFlex	16040021 04	11305307	UKHSA, Porton Down	01.06.2023	31.05.2024	██████
<b>Total 1 Year Contract (excl. VAT)</b>							██████
<b>Total 3 Year Contract (excl. VAT) Less discount 9.9%</b>							<b>133,952</b>

- 1.3.2. The Contract Price excludes VAT at the applicable rate but is inclusive of all parts and labour for all breakdowns / ad hoc callouts.

- 1.3.3. Each year of the contract shall be invoiced annually in advance i.e. £44,650 per annum unless terminated in accordance with clause 1.4.2 below.

**(1.4) Term of Contract:**

1.4.1. The Commence Date shall be 02 June 2023 and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 31 May 2026

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:**

1.5.1. The Authority may give notice of its intention to extend the contract for 12 month periods, or such shorter period as the Authority may specify in the notice, **(the “Extension Period”)** by giving the Supplier written notice no later than 01 May 2026.

1.5.2. The Authority shall, no later than 01 May 2026 provide the Supplier with details of its requirements for service, maintenance, repairs and training during the Extension Period **(the “Extension Requirements”)**.

1.5.3. The Supplier shall, no later than 10 (ten) Business Working Days after receiving the Extension Requirements provide its proposals to provide the Extension Requirements. In preparing the proposals, the Supplier may not increase the unit prices set out in the quotations.

## 2. GOODS AND/OR SERVICES REQUIREMENTS

**(2.1) Description of the Services:**

2.1.1. The Supplier shall provide the service and maintenance of the instruments **(“Instruments”)** below **(“the Services”)** in accordance with clause 2.1.2 below:

Item No.	Description	Serial-No.	Equipment-No.	Location
10	INSTRUMENT FDM.EVOLYZER-LiHa-8, Pos-ID, Incubator/MIO , Sunrise, HydroFlex	1703008612	11426314	UKHSA, Porton Down
20	INSTRUMENT FREEDOM EVO 100 , Air LiHa-8, POS-ID	1703008854	11426572	UKHSA, Porton Down
30	INSTRUMENT FDM.EVOLYZER-LiHa-8, Lower DiTi eject, Incubator/MIO, Sunrise, HydroFlex	1604002104	11305307	UKHSA, Porton Down

2.1.2. The Services shall be supplied in accordance with the following specification **(the “Specification”)**:

a) Two (2) scheduled preventive maintenance visits per year including:

- Cleaning and greasing
- Adjustments
- Calibrations and QC-Tests
- Maintenance report
- Travel costs and work-time
- Wear & Tear parts

b) On-site repairs in case of Instrument failures including:



- Spare parts (as required)
  - Travel costs and work-time
  - Repair report
- c) Minor updates at the time of scheduled preventive maintenance visits (released for use on the Instruments and at the discretion of Supplier, that are required to be installed on the Instruments to maintain reliability, usability and/or safety);
- d) Important upgrades (Improvement of Instruments, change of software version, and change of computer operating systems are not included)
- Essential hardware updates
  - Essential firmware updates
  - Essential software updates
- e) Introspect™ instrument utilization software service including:
- Cloud-based automatic data extraction for consumable and instrument usage
  - Customizable dashboard allows you to visualize data relevant to your lab
  - Insights on usage data allowing you to improve automation efficiency
  - Secure encryption protocols allowing connection of numerous instruments safely
  - Can be accessed anywhere at anytime
- f) Other included services:
- Helpdesk support (Business Days between 09:00 and 17:30 local time, email: helpdesk[REDACTED]; phone: [REDACTED])
  - Services are performed by Supplier certified Staff
  - General response time of 2 (two) Business Days on Supplier modules. The response time on integrated 3rd party devices is subject to their local service provider.

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

**2.2.1** The Supplier shall provide the Services at the following Premises and Location or as advised by the Authority from time to time:

UKHSA  
Manor Farm Road  
Porton Down  
SP4 0JG  
Salisbury  
United Kingdom

**2.2.2** All planned performance of the Services shall be pre-advised by the Supplier to the Authority's delivery contact stated below ("Delivery Contact") at least 2 (two) Business Days hours prior to attendance:

**2.2.3** Delivery Contact:

- Name: [REDACTED]
- Email: [REDACTED]
- Phone: [REDACTED]

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

- Supplier name;
- Authority's Order Number;
- Instrument 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).

**2.2.5 The Authority may at any time move instruments between laboratory sites, remove, substitute or add instruments to the Contract. The Authority shall provide the Supplier with as much notice of instrument moves as possible and, in any event, not less than 10 (ten) days' notice. Upon notification from the Authority the Supplier shall immediately suspend all costs related to, or arising from, such instrument to the greatest extent possible. The Supplier shall not, in any event, charge the Authority any costs relating to such instrument whatsoever or however arising after 30 (thirty) days of notification and immediate suspension. For the avoidance of doubt and notwithstanding anything to the contrary herein, the Supplier shall be entitled to charge the Authority for any decommissioning and recommission which the Authority instructs the Supplier to undertake.**

**2.2.6 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.**

**2.2.7 The Authority shall ensure access to Premises and Locations by the Supplier is provided for the provision of the Services in accordance with clause 4.2 of the Call-Off Terms and Conditions.**

**2.2.8 The Authority shall (where relevant) provide Policies, site guidelines/instructions in advance of the Supplier attending site.**

**2.2.9 The Authority reserves the right to immediately remove from the Authority's site any Staff who do not conform to the reasonable instructions, policies, rules and regulations of the Authority.**

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

Name: [REDACTED]

Phone: [REDACTED]

E-mail: [REDACTED]

**(2.4) Performance standards:**

- The Supplier shall deliver the Services in accordance with Good Industry Practice.
- Timely delivery of the Services in accordance with section 2.6 of this Order Form below.



- Quality of Services i.e., Services performed in accordance with the Specification as stated in section 2.2 and the quality standards stated in section 2.5 of this Order Form.
- Proof of the Services having been performed with each monthly consolidated invoice in accordance with Annex A, clause 2.3.
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**(2.5) Quality standards:**

2.5.1 The Supplier shall maintain and repair the Instruments to the level of the Supplier's manufactured specifications as sold by the Supplier to the Authority.

**(2.6) Contract monitoring arrangements:**

2.6.1 The Authority's Contract Manager (or their delegate) and Key Personnel of the Supplier shall meet monthly (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.

**(2.7) Management information and meetings:**

2.7.1 Contract management meetings will be set up to monitor the following:

- a The Performance standards stated in section 2.4 of this Order Form.
- b Issues – including quality and performance
- c Invoicing
- d The Supplier shall provide to the Authority, on a monthly basis, or such other period as agreed between the Parties, 2 (two) Business Days prior to each meeting, a management report (format to be agreed between the Parties) together with any other pertinent information such as, but not limited to:
  - Callouts by laboratory staff, including root cause with reference to Instrument, associated serial number and incident number.
  - Issues that may have arisen (where relevant) following PM necessitating reperformance of the required Services.
- e Any other relevant business related to the scope of the Services

2.7.2 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 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 Contract Managers shall meet no less than monthly to discuss the operation of this Contract.

**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 Staff.
- 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:**

Not applicable.

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

Not Applicable.

**Signature:****For and on behalf of the Authority**

DocuSigned by:  
Name [REDACTED]  
Job [REDACTED]

Full Name: [REDACTED]  
Date: [REDACTED]

Job Title/Role: Commercial Lead

Date Signed: 2 June 2023

**Signature:****For and on behalf of the Supplier**

DocuSigned by:  
[REDACTED]

Full Name: [REDACTED]  
Date: [REDACTED]

Job Title/Role: SNR CUSTOMER OPERATIONS AI

Date Signed: 02/06/2023

## **Annex A**

### **Order Specific Key Provisions**

#### **1. Invoicing Process:**

1.1 Within 10 (ten) Working Days of receipt of the Supplier's countersigned copy of the Contract, the Authority shall send a purchase order ("**PO**") to the Supplier.

1.2 The Supplier must be in receipt of a valid Purchase Order Number before submitting an invoice.

1.3 All invoices must be sent for approval and must include the proof of delivery (such as the maintenance report or repair report) to the Authority's designated finance mailbox e-mail:

[REDACTED] and their agreed representative before being submitted for payment.

1.4 UKHSA Billing Address: Accounts Payable; UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG. UKHSA VAT No: [REDACTED]

1.5 All invoices must be sent quoting a valid Purchase Order Number. The Supplier shall provide a current statement of accounts

1.6 To avoid delay in payment the Supplier must provide a compliant invoice that includes, as a minimum, a valid Purchase Order 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.

1.7 Payment terms are net 30 days from receipt of a compliant invoice.

1.8 Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to: [REDACTED]