

National Microbiology Framework Agreement Order Form Contract C50634 Tecan UK Limited

FROM

Authority:	The Secretary of State for Health and Social Care as part of the Crown through the UK Health Security Agency of Nobel House, 17 Smith Square, London, SW1P 3JR (the " <b>Authority</b> ");
Invoice address:	E-mail: [REDACTED] with valid purchase order number.
Contract Manager:	Contract Manager Name: [REDACTED] E-mail: [REDACTED]
Secondary Contact: eg. business operational contact, project manager	Category Lead Name: [REDACTED] E-mail: [REDACTED] Phone: [REDACTED]
Procurement lead	Name: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: UK Health Security Agency Nobel House, 17 Smith Square, London SW1P  E-mail: [REDACTED]

TO

Supplier:	TECAN, Theale Court, 11-13 High Street, Theale, Reading, RG7 5AH.
Account Manager, Contract Manager & Name and address for notices:	Name: [REDACTED] [REDACTED] Theale Court 11-13 High Street Theale Reading RG7 5AH E-mail: [REDACTED] Phone: [REDACTED]
Secondary Contact:	Name: [REDACTED] [REDACTED] Theale Court 11-13 High Street

	Theale Reading RG7 5AH E-mail: [REDACTED] Phone: [REDACTED]
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## 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 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:	(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	x	
8. Authority step-in rights	<input type="checkbox"/>	
9. Guarantee	<input type="checkbox"/>	
10. Termination for convenience	x	
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	x	
17. Expert Determination	x	
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	x	
22. Buffer stock requirements	<input type="checkbox"/>	
23. Modern slavery	X	
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.		X

<b>1. CONTRACT DETAILS</b>					
(1.1) Commencement Date: 01 November 2021					
(1.2) Services Commencement Date (if applicable): 01 November 2021					
(1.3) Contract Price ((i) breakdown and (ii) payment profile):					
<b>Contract Price</b>					
Contract Price (Excl. VAT)		£301,959 (Pricing is inclusive of freight and delivery charges)			
<b>Contract Price breakdown:</b>					
<b>Part Number</b>	<b>Initial Forecast -Projected volumes (cases)</b>	<b>Tips per box</b>	<b>No. Of cases</b>	<b>Price (£/case)</b>	<b>Total Cost (Exclusive of VAT)</b>
██████████ ██████████	DITI 200µL 3840 PCE.FIL. MCA96 WIDE BORE 200µL Wide Bore Disposable Tip for MCA96, with filter; SBS footprint; Includes 4*10 racks of 96 tips (3'840 tips) TECAN STERILE purity level: sterile, tested and certified to be free from human DNA, DNase, RNase, pyrogens and endotoxins	██████	████	██████	██████████
██████████ ██████████ ██████████	DITI 50µL STE.FIL. 3840 PCE. MCA96 SBS 50µl Disposable Tip for MCA96, with filter; SBS footprint; Includes 4*10 racks of 96 tips (3'840 tips) TECAN STERILE purity level: sterile, tested and certified to be free from human DNA, DNase, RNase, pyrogens and endotoxins	██████	████	██████	██████████
Freight and delivery					█ █████
				Total	£301,959
<b>Contract Price payment profile</b>					
The Contract Price as stated above is inclusive of road freight and delivery charges to the Authority's nominated Premises and Locations stated within section 2.2 below or any other Premises and Locations requested.					

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

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. The Supplier must be in receipt of a valid PO number before submitting an invoice.

The Supplier shall provide a consolidated monthly invoice to the Authority for all Goods received and accepted, by the Authority each month.

All invoices must be sent to [REDACTED] quoting a valid PO number.

To avoid delay in payment it is important that the Supplier provides a compliant invoice that includes, 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.

In support of a valid invoice the Supplier shall as a minimum provide to the Authority a signed delivery note confirming receipt of the Goods at the Authority's nominated Warehouse or any other agreed point(s) of delivery.

If you have any queries regarding an outstanding payment, please contact [REDACTED]

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

#### (1.4) Term of Contract:

Commencement Date: 01 November 2021

Expiry date: 31<sup>st</sup> March 2022

The Term of this Contract shall be for an initial period of 5 (five) months.

The Authority may terminate this Contract for convenience at any time during the Term pursuant to clause 10 (Termination for convenience) of Appendix H (Further Optional Additional Call-off Terms and Conditions) ("Appendix H") of this Contract provided the Authority issues, in writing, a Termination Notice at least 90 (ninety) days in advance.

Should the Authority terminate this Contract during the Term in accordance with Clause 10.1 of Appendix H, then there shall be no termination sum payable by the Authority to the Supplier.

The Authority may terminate the Contract for convenience at any time during any optional extension periods pursuant to clause 10 (Termination for convenience) of Appendix H of this Contract provided the Authority issues, in writing, a Termination Notice at least 90 (ninety) days in advance.

Should the Authority terminate this Contract during any optional extension periods in accordance with Clause 10.1 of Appendix H, then there shall be no termination sum payable by the Authority to the Supplier.

#### (1.5) Term extension options:

- a) The Authority reserves the right, at its sole discretion, to extend the Term for 1 (one) additional optional period ("Optional Period") of 12 (twelve) months in accordance with clause 15.2 of the Call-Off Terms and Conditions, no later than 31 January 2021
- b) In the event that the Term or any extension of the Term expires at a date the same as or after

expiry of the Framework Agreement (including any extensions of the Framework Agreement in accordance with its terms), the Authority shall only be able to extend the Terms with the prior written agreement of the Supplier, such agreement not to be unreasonably withheld.

## 2. GOODS AND/OR SERVICES REQUIREMENTS

### (2.1) Description of the Goods / Services:

The specifications of the Goods ("Specifications") are as follows:

[REDACTED]

- [REDACTED]

- [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

### (2.2) Premises and Location(s) at which the Goods are to be delivered:

FAO: [REDACTED]

Tel: [REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

All Goods shall be labelled with the PO number, product description, part number, volume, batch number, storage requirements and barcode.

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

Name: [REDACTED]  
[REDACTED]

Theale Court  
11-13 High Street  
Theale  
Reading  
RG7 5AH

E-mail: [REDACTED]

Phone: [REDACTED]

Name: [REDACTED]  
[REDACTED]

Theale Court  
11-13 High Street  
Theale  
Reading  
RG7 5AH

E-mail: [REDACTED]

Phone: [REDACTED]

(2.4) Performance standards:

- Timely delivery of the Goods in accordance with section 2.6 below.
- Quality of Goods i.e. Goods to meet Specifications as stated in section 2.1 above.
- Proof of delivery to be supplied with each monthly consolidated invoice.
- Where applicable provide volume ramp-up as required in the Contract.

(2.5) Quality standards:

The Supplier shall maintain the following ISO accreditations throughout the Term of the Contract:

- ISO9001:2015
- ISO13485:2016

Certificate of conformity, as per Annex B (ISO Certification) must be retained in each box of the Goods.

(2.6) Contract monitoring arrangements:

2.6.1 On entering the Contract, the Authority shall raise a PO with the Supplier to cover the order value as per the initial volume forecast mentioned in Annex A, Table 1 – Initial Forecast (“Initial Forecast”). For the avoidance of doubt the raising and issuance of the PO under this section 2.6.1 shall not represent a commitment by the Authority to purchase the volume of the Goods set out in the PO (if any) nor an



obligation for the Authority to pay the Supplier the full value of the PO issued.

2.6.2 The Authority and the Supplier have agreed the Initial Forecast as stated in Annex A.

2.6.3 During the Term of the Contract the Authority shall provide to the Supplier not less than 20 (twenty) Business Days before the end of each month a volume forecast ("Revised Forecast") via email setting out the Authority's anticipated requirements for the Goods. If the Authority fails to make such an update in any month, the Initial Forecast for the immediately succeeding month will apply and shall be delivered by the Supplier to the Authority. In the event the Supplier cannot fulfil one or more of the monthly forecasts then any proposed reduction either in part or in total by the Supplier shall be agreed at the Authority's sole discretion. Such agreement by the Authority shall not be unreasonably withheld.

2.6.4 Where such requirement is below the Initial Forecast or Revised Forecast, whichever is the latter, the Authority shall advise the Supplier by the provision of no less 20 (twenty) Business Days prior to the Goods being shipped.

2.6.5 The Authority can notify the Supplier formally via email 20 (twenty) Business Days prior to its actual requirements in line with capacity and demand for the Goods, there is no minimum or maximum volume for freight. The Goods shall be stored in Germany by the Supplier which shall enable a delivery to the Premises and Location stated within clause 2.2 above within 3 (three) Business Days. Where such requirement is below the current forecast for a subsequent month then the Authority can request the Supplier to hold in reserve for the Authority the quantities of Goods required to meet the forecast to be shipped at a later date to be agreed between the parties.

2.6.6 The Supplier shall monitor the supply chain closely and will contact the Authority if the Supplier becomes aware of any disruptions the Supplier believes could impact on the delivery of the Goods in accordance with the Initial or Revised forecast.

2.6.7 At least once per month, the Authority unless otherwise agreed, will hold a meeting with the Supplier to determine the Authority's current demand for the Goods. At such meetings:

- (i) The Authority shall review current inventory levels in accordance with the Revised Forecast for the following month and the remainder of the Contract Term.
- (ii) The Authority shall state to the Supplier the volume of Goods required for the delivery in the following month and the date of delivery to the Authority Premises and Location or any other agreed point(s) of delivery.
- (iii) Any Revised Forecast agreed between the Parties shall be confirmed in writing to the Supplier by the Authority's authorised representative; and,
- (iv) Discuss such other matters as the parties may consider appropriate.

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

An informal meeting will take place on a monthly basis with the relevant Authority authorised representatives.

The Supplier shall attend other ad hoc formal and informal meetings should they be requested at the discretion of the Authority.

Performance and key performance indicators:

- Quality of goods in line with specification.
- Stock and deliveries against the Initial Forecast or Revised Forecast.
- Compliance to processes including but not limited to delivery schedules and invoicing.

<ul style="list-style-type: none"> <li>- Overview of any innovation, product performance/enhancement, service redesign and horizon plans.</li> <li>- Supplier input/issues on Contract performance.</li> </ul>
3. CONFIDENTIAL INFORMATION (if applicable)
<p>(3.1) The following information shall be deemed Confidential Information:</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>(3.2) Duration that the information shall be deemed Confidential Information:</p> <p>Refer to Appendix A, Schedule 3 Information and Data Provisions of the Framework Agreement.</p>

4. DATA PROCESSING (if applicable)
<p>(4.1) Personal Data to be processed by the Supplier:</p> <p>In accordance with the Data Protection Protocol.</p> <p>Not applicable.</p>

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

Signature:

[Redacted Signature]

Signature:

[Redacted Signature]

For and on behalf of the Authority

For and on behalf of the Supplier

Name:

[Redacted Name]

Name:

[Redacted Name]

Job title:

[Redacted Job Title]

Job title:

[Redacted Job Title]

Date: 2 November 2021

Date: 3rd of November 2021

**Annex A**  
**Order Specific Key Provisions**

1.1 This Annex A includes any supplemental requirements and any other relevant details, information, provisions and terms, forming part of this Order Form, as envisaged by the Framework Agreement, the Ordering Procedure, the other parts of this Order Form, the Call- Off Term and Conditions for the Supply of Goods and the Provision of Services and/or as required by the Authority (as applicable to this Contract and to the extent not addressed elsewhere as part of this Order Form). For the avoidance of doubt, any further annexes, appendices, schedules or other documents referred to in this Annex A shall be deemed part of this Annex A and part of this Order Form.

Table 1 – Initial Forecast



## Annex B

