

**Appendix 1**  
**National Microbiology Framework Agreement**  
**Order Form**

**FROM**

<b>Authority:</b>	The Secretary of State for Health and Social Care acting as part of the Crown through <b>Public Health England (“the Authority”)</b> (hereinafter referred to as 'PHE')
<b>Invoice address:</b>	Post: PHE Accounts Payable Team Financial Accounting Services PHE Porton Down, Manor Farm Road Salisbury, Wiltshire SP4 0JG United Kingdom Email: <a href="mailto:payables@phe.gov.uk">payables@phe.gov.uk</a>
<b>Contract Manager:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Secondary Contact: eg. business operational contact, project manager</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Procurement lead</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Name and address for notices (with contract name and contract ref’)</b>	Name: Procurement Department Address: 61 Colindale Ave, London NW9 5EQ Email: srm.scientific@phe.gov.uk
<b>Internal reference (if applicable):</b>	To be quoted on all correspondence relating to this Order Form: Project_6365 Lot 2 NMF

**TO**

<b>Supplier:</b>	TECAN UK Ltd
<b>Contract Manager:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Secondary Contact:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Account Manager:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]

<b>Name and address for notices:</b>	Name: [REDACTED] Address: Tecan UK Ltd, Theale Court, 11-13 High Street, Theale, RG7 5AH
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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	(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	
		<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 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 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 type="checkbox"/> (only applicable if this box is checked)

<b>1. CONTRACT DETAILS</b>
<b>(1.1) Commencement Date: 29/06/2021</b>
<b>(1.2) Services Commencement Date (if applicable): N/A</b>
<b>(1.3) Contract Price ((i) breakdown and (ii) payment profile):</b> GBP £91,600 ex VAT. Initial purchase is [REDACTED]
<b>(1.4) Term of Contract: 1 year</b>
<b>(1.5) Term extension options: Possible 12 months x 2 extensions</b>

<b>2. GOODS AND/OR SERVICES REQUIREMENTS</b>
<b>(2.1) Description of the Goods / Services:</b> Provision of SPARK Multimode Reader and accessories As per Appendix A.
<b>(2.2) Premises and Location(s) at which the Goods / Services are to be delivered / provided:</b> Colindale and Porton
<b>(2.3) Installation and training:</b> Claire Mottershead; <a href="mailto:claire.mottershead@tecan.com">claire.mottershead@tecan.com</a> <b>Order processing:</b> [REDACTED]; [REDACTED] <b>Technical support:</b> <a href="mailto:Helpdesk-uk@tecan.com">Helpdesk-uk@tecan.com</a>
<b>(2.4) Performance standards:</b> According to the Authority's specification (as set out in ITT 4728) and the Supplier's tender response, including any correspondence and clarifications.
<b>(2.5) Quality standards:</b> According to the Authority's specification (as set out in ITT 4728) and the Supplier's tender response, including any correspondence and clarifications.
<b>(2.6) Contract monitoring arrangements:</b> <i>[Monitoring arrangements to be described or referenced here. For example, this may cover matters such as Implementation Requirements for each site, monitoring of KPIs, service credits]</i>

*and deductions, invoicing and billing, risk reviews etc.]*

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

*[Management information (including the contents of the contract management report) and review meetings to be described or referenced here in accordance with clause 8 of the Call-off Terms and Conditions for the Supply of Goods and the Provision of Services.]*

**3. CONFIDENTIAL INFORMATION (if applicable)**

**(3.1) The following information shall be deemed Confidential Information: N/A**

**(3.2) Duration that the information shall be deemed Confidential Information: N/A**

**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**

**Name:** 

**Job title: Category Manager**

**Date:** 29/06/2021

**Signatur**



**For and on behalf of the Supplier**

**Name:** 

**Job title: Senior Sales Specialist**

**Date:** 29 June 2021

## Appendix A:

**Articles and Prices**

Prices: In GBP

Item	Article	Description	Quantity	Price	% Disc.	Amount
10	30086261	SPARK MULTIMODE READER COMPRISING:	2	£21,056.31	17.5	£34,742.91
20	30086376	INSTRUMENT SPARK	2			
30	30090460	HOUSING STANDARD	2			
40	30086379	TEMPERATURE CONTROL TO 42°C	2			
50	30086380	HIGH SPEED ABSORBANCE MONOCHROMATOR	2			
60	30088912	FIBERBUNDLE 1-ARM ABS-MONO	2			
70	30086424	INJECTOR READY	2			
80	30090488	DRIVE Z-MOTOR INJECTOR	2			
90	30086384	FLUORSCENCE INTENSITY TOP READING	2			
100	30089947	ENHANCED PMT FOR OPTIMAL PERFORMANCE FOR RED FLUOROPHORES	2			
110	30086388	FILTER OPTICS FOR EXCITATION	2			
120	30086402	FILTER OPTICS FOR EMISSION	2			
130	30090489	OPTION BARCODE READER LEFT	2			
140	13360010	Power Cable GB	2			
150	30086403	SLIDE FILTER EX EMPTY	2			
160	30086406	SLIDE FILTER EM EMPTY	2			
170	30097081	Fluorescence filter 485nm Bandwidth 20nm	2			
180	30097085	Fluorescence filter 535nm Bandwidth 25nm	2			
190	30038027	SOFTWARE	2	£2,136.60	17.5	£3,525.39
200	30108869	SPARKCONTROL.MAGELLAN V2.2 TRACKER DATA PROCESSING SOFTWARE WITH AUDIT TRAILS, ELECTRONIC SIGNATURES AND USER ADMINISTRATION. WITH LICENCES FOR INSTALLATION ON 2PCs.	2			
210	30058968	SHIPPING AND HANDLING	2	549.00		1,098.00
220	30001579	WARRANTY EXTENSION TO 3 YEARS	2	3,082.08		6,164.16

Recycling (WEEE, 2002/96/EC)	£258.14
List price	£53,647.98
Framework Discount	£7,859.38
<b>OFFER PRICE EX VAT</b>	<b>£45,788.60</b>
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