

**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: itt_4752 Lot 2 NMF

**TO**

<b>Supplier:</b>	Hamilton Sales & Service 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</b>	Name: Hamilton Sales and Service UK Ltd

<b>notices:</b>	Address: Unit 1 Forge Mills Park, Station Road, Coleshill, Birmingham B46 1JH
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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	

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"/>
<p>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.</p>	
<input type="checkbox"/> (only applicable if this box is checked)	

<b>1. CONTRACT DETAILS</b>
<b>(1.1) Commencement Date: 10/06/2021</b>
<b>(1.2) Services Commencement Date (if applicable): N/A</b>
<b>(1.3) Contract Price ((i) breakdown and (ii) payment profile):</b> <b>GBP £522,948 ex VAT. Initial spend of [REDACTED]</b>
<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> <b>Provision of Extraction PCR STAR based on Microlab STAR line</b> <b>As per Appendix A.</b>
<b>(2.2) Premises and Location(s) at which the Goods / Services are to be delivered / provided:</b>
<b>(2.3) Key personnel of the Supplier to be involved in the Goods / Services: Stephen Hughes</b>
<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 and deductions, invoicing and billing, risk reviews etc.]</i>

**(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: Head of Supply Chain and  
Sourcing- Scientific**

**Date:** 29th June 2021

**Signature:**



**For and on behalf of the Supplier**

**Name:**



**Job title: Territory Manager**

**Date: 29/06/2021**

Appendix A:

