

Appendix 1

**National Microbiology Framework Agreement
Order Form - C386525**

FROM

Authority:	The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency 10 South Colonnade, London, E14 4PU (the "Authority").
Invoice address:	Post: UK Health Security Agency, 10 South Colonnade, London, E14 4PU Email: [REDACTED]
Contract Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Secondary Contact: eg. business operational contact, project manager	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Procurement lead	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: UK Health Security Agency, 10 South Colonnade, London, E14 4PU
Internal reference (if applicable):	To be quoted on all correspondence relating to this Order Form: C386525

TO

Supplier:	TECAN UK Limited
Contract Manager:	Name: [REDACTED] E-mail: [REDACTED]
Secondary Contact:	Name: [REDACTED] E-mail: [REDACTED]
Account Manager:	Name: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: Tecan UK Address: 11-13 High Street, Theale, Reading RG7 5AH

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	<p>Further Optional Additional Call-off Terms and Conditions</p> <p>Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked:</p> <table border="1"> <tr> <td>1. TUPE applies at the commencement of the provision of Services</td><td><input type="checkbox"/></td></tr> <tr> <td>2. TUPE on exit</td><td><input type="checkbox"/></td></tr> <tr> <td>3. Different levels and/or types of insurance</td><td><input type="checkbox"/></td></tr> <tr> <td>4. Induction training for Services</td><td><input type="checkbox"/></td></tr> <tr> <td>5. Further Authority obligations</td><td><input type="checkbox"/></td></tr> </table>	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"/>	(only applicable if one or more boxes are checked)
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3. Different levels and/or types of insurance	<input type="checkbox"/>											
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5. Further Authority obligations	<input type="checkbox"/>											
	<table border="1"> <tr> <td>6. Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services</td><td><input type="checkbox"/></td></tr> <tr> <td>7. Inclusion of a Change Control Process</td><td><input type="checkbox"/></td></tr> </table>	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"/>							
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National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

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 checked="" 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 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: Start date shall be on the same date of the last person to sign this order form.

(1.2) Services Commencement Date (if applicable): N/A

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

Table 1:

Product No.	Description	Unit Price (£)	QTY	Total Cost (£)	Discount (%)
30042430	SET FINGER REGULAR MP ECCENTRIC		6		
30032027	RACK ADAPTER MCA384		2		
30042504	SEGMENT FLUENT ID 1D LEFT		4		
30176211	TUBING SET CARRIER COOLING RACK SPARE		3		
30042703	SEGMENT DECK 2 GRIDS		4		
30042712	SEGMENT DECK SIDE WALL LEFT 87MM		3		
30248450	POWERSUPPLY 90-264VAC 24VDC 960W		3		
30001441	APPLICATION SUPPORT PER DAY		2		N/A
30042505	SEGMENT FLUENT ID 1D MIDDLE		2		
30190940	FOOT PIVOTING FOR BASE UNIT		8		
30043090	TOUCHSCREEN ASSY SPARE N		1		
30001572	Shipping and Handling		1		N/A
Total				95,325.17	

The maximum value of the Goods that can be ordered under this Contract is One Hundred and Thirteen Thousand, Six Hundred and Forty-Two pounds, Eighty-Seven pence (£113,642.87). The Contract Price excludes VAT at the applicable rate and any other taxes and delivery charges. Any remaining value on this contract is to be utilised if there are any unforeseen circumstances that require additional components.

1.3.1. The Authority requires, and the Supplier shall provide, the products in Annex 1 within this Clause. The Authority reserves the right, at its sole discretion, to order the products in Annex 1 and will raise a purchase order, if required, of any amount up to the total amount during Contract Term.

1.3.2. This contract comprises of the purchase of machine components for machine recommissioning.

1.3.3 Only orders placed directly by the Authority are binding under this Contract.

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

1.3.4 The Supplier shall comply with the invoicing process and associated terms.

1.3.5 Payment terms are net 30 days in arrears from the date the Authority receives valid invoices in accordance with this Contract.

1.3.6 The Authority will send one or more unique purchase orders ("PO") for either the Premises and Locations initial requirements or their total requirements. For the avoidance of doubt, the aggregate PO values shall not exceed the maximum Contract Price.

1.3.7 The Purchase Orders issued by the Authority in respect of this Agreement do not form part of this Agreement.

1.3.8 The Supplier shall provide 1 (one) invoice per PO to the Authority for Goods delivered against the relevant PO.

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

1.3.10 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.

1.3.11 In support of a valid invoice the Supplier shall provide to the Authority a signed delivery note confirming receipt of the Goods by the Authority at the Authority's nominated Premises and Locations or any other agreed point(s) of delivery.

1.3.12 Any queries regarding an outstanding payment shall be directed to [REDACTED].

(1.4) Term of Contract: This contract shall be deemed to have commenced on the date of the last person to sign this order form.

The expiry date of the contract shall be 3 months from start date.

(1.5) Term extension options: N/A

2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods / Services: The supplier shall provide The Goods as set out in Table 1, Section (1.3) Contract Price.

The Authority may order goods that are not listed in Table 1 above, as further machine parts may be found in need of replacement when time comes to installation. Any additional items required must be within scope of the initial requirement.

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

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

Name: [REDACTED]

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

E-mail: **(2.4) Performance standards:**

The supplier shall provide The Goods to acceptable industry standard, any damaged/unfit for use equipment delivered shall be returned and replaced.

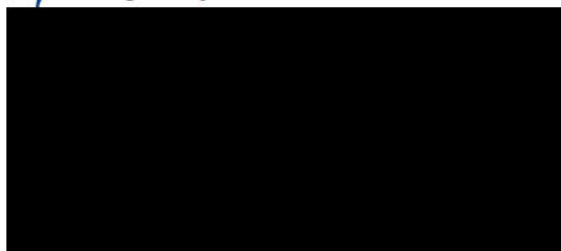
Lead times shall be no more than 4-weeks from PO receipt.

(2.5) Quality standards: N/A**(2.6) Contract monitoring arrangements:** N/A**(2.7) Management information and meetings:** N/A**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 Supplier representatives.
- 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: N/A**4. DATA PROCESSING (if applicable)****(4.1) Personal Data to be processed by the Supplier:** N/A**5. LEASE / LICENSE (if applicable)****(5.1) The Authority is granting the following lease or licence to the Supplier:** N/A**Signed for and on behalf of the Supplier:**

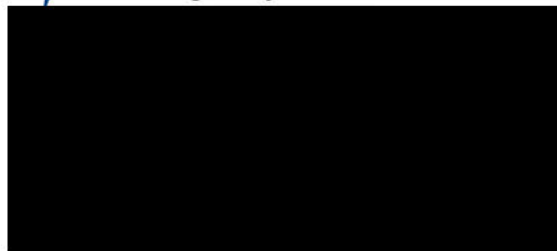
Signed by:



Date Signed: 4/9/2025

Signed for and on behalf of the Authority:

DocuSigned by:



Date Signed: 4th Sept 2025

Annex A

Order Specific Key Provisions

1. 1. Ordering Procedure

- 1.1 The Authority may, but shall not be obliged to, provide the Supplier with POs for Goods up to, but not cumulatively exceeding the Contract Price.
- 1.2 The Parties agree that where the Authority issues a Purchase Order whereby the delivery date required is at least 5 (five) Business Days after the date of the PO then Supplier shall fulfil such PO in its entirety.
- 1.3 Where the Authority issues a PO whereby the delivery date required is less than 5 (five) Business Days after the date of the PO then the Supplier shall use its reasonable endeavours to fulfil such Purchase Order in its entirety. Where the Supplier is not able to fulfil such PO the Parties the Supplier shall advise the relevant Delivery Contact within 1 (one) Business Day as to when the PO can be fulfilled in its entirety and whether part shipment is possible. The Delivery Contact, in its sole discretion, shall agree any part shipment.
- 1.4 The Supplier shall as part and parcel of the delivery of the Goods provide to the Authority any relevant technical information, quality standard, testing and validation information, and any handling and storage information.
- 1.5 The Supplier warrants that any Goods that are shown to fail the Specification in accordance with clause 3.2 and/or 3.6 of the Call-Off Terms and Conditions, within the expiry date required for the Goods, are either replaced or, where the Authority no longer requires replacement Goods in accordance with clause 3.5 of the Call-Off Terms and Conditions the Authority, receives full credit for the Rejected Goods.

2. Invoicing Terms

- 2.1. Payment terms are net 30 days from receipt of a valid invoice.
- 2.2. Following signature of the contract by both Parties, the Authority will send a unique PO number. The Supplier must be in receipt of a valid PO number before submitting an invoice.
- 2.2. The Supplier shall provide an invoice to the Authority for all Goods delivered to the

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

Authority.

- 2.3. 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.
- 2.4. 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.
- 2.5. 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 Premises and Locations.
- 2.6. Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to: [REDACTED] .
- 2.7. The Supplier shall provide a current statement of accounts on a quarterly basis; this is a standard commercial process and should show all invoices raised and amounts outstanding.

Annex B

Lead Times and Warranty

Lead time is approximately 4 weeks from receipt of PO and exact date is to be confirmed at that time.

Warranty Information – All parts included in Table 1 found in (1.3) Contract Price of Order Form will have a 1-year warranty that will begin after sign off. Where relevant, all parts will be tested in situ to confirm they perform to Tecan's IQ/OQ requirements. Some parts are static, and as such do not require IQ/OQ testing.