

**Appendix 1 PHE Public Health Microbiology Framework Agreement  
Order Form**  
(in accordance with NHS Framework Agreement for the Supply of Goods (August 2014) – Appendix A – Call-off Terms and Conditions for the Supply of Goods / Services)

**FROM**

<b>Participating Authority:</b>	<b>The Secretary of State for Health and Social Care acting as part of the Crown Public Health England</b> of 133-155 Waterloo Road, London, SE1 8UG ( <b>"the Authority"</b> ) (hereinafter referred to as 'PHE')
<b>Service address:</b>	As per PHE official purchase order
<b>Invoice address:</b>	PHE Accounts Payable Team Financial Accounting Services PHE Porton Down, Manor Farm Road Salisbury, Wiltshire SP4 0JG United Kingdom Email: payables@phe.gov.uk
<b>PHE Procurement Lead:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>PHE Project Manager</b>	[REDACTED] Email: [REDACTED]
<b>PHE Supplier Relationship Manager (SRM):</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED] E-mail: [REDACTED]
<b>PHE Internal Reference</b>	To be quoted on all correspondence relating to this Order: <b>Project_</b>

**TO**

<b>Supplier Name:</b>	Roche Diagnostics Limited Charles Avenue, Burgess Hill, West Sussex, RH15 9RY Reg. No: 571546
<b>Contact Name:</b> <b>E-mail:</b> <b>Telephone number:</b>	[REDACTED], Sales Specialist, Molecular Diagnostics [REDACTED] [REDACTED]

<b>1. CONTRACT DETAILS</b>
<p><b>(1.1) Goods and/or Services [and deliverables] required:</b> Provision of MagNA Pure 96 x four (4)</p> <p>Equipment and consumables will be supplied under the Microbiology Framework Agreement, Lot1 Terms and Conditions for the Supply of Goods (<b>Appendix A_i and A_ii</b>).</p>
<p><b>(1.2) Contract Start Date:</b> 26th<sup>th</sup> April 2021</p>
<p><b>(1.3) Contract Value (and breakdown if applicable):</b></p> <p>GBP £358,297.04 excl. VAT.</p> <p>Initial spend of [REDACTED] for two (2) MagNa Pure 96 to be supplied at Birmingham &amp; Colindale.</p> <p>The initial purchase is for the hardware, software and installation, as set out in the supplier's quote (Appendix B).</p> <p>The supplier will invoice the Authority on an annual basis for the coming years' maintenance service. Please note that each year may be covered by a separate PO or by a number of POs (due to different budgetary allocations) and therefore will not be included on the initial PO(s) for the equipment.</p> <p>PHE reserves the right to incorporate the service cover included in this contract into other PHE-wide maintenance contracts, if required.</p> <p>Should the supplier's equipment that are the subject of this contract be upgraded, modified or replaced with different versions or models during the contract period then subject to the agreement by PHE these items will also become part of the contractual agreement.</p>
<p><b>(1.4) Contract End Date:</b> 19<sup>th</sup> Jan 2022</p>
<p><b>(1.5) Contract Extension Options:</b> 12 months</p>
<b>2. ADDITIONAL REQUIREMENTS</b>
<p><b>(2.1) Supplemental requirements in addition to Call-off Terms and Conditions:</b> N/A</p>
<p><b>(2.2) Variations to Call-off Terms and Conditions for the Supply of Goods:</b> The Parties have agreed to certain amendments to the Call-Off Terms and Conditions for the Supply of Goods, as set out in Annex 2 to this Order Form.</p>
<b>3. GOODS AND/OR SERVICES REQUIREMENTS (fill in if applicable)</b>
<p><b>(3.1) Key personnel of the Supplier to be involved in the Services [and deliverables]:</b> [REDACTED]</p>
<p><b>(3.2) Performance standards:</b> As agreed between the Supplier and PHE.</p>

**(3.3) Location(s) at which the Services are to be provided:**

It is a PHE wide contract, but the initial two instruments will be supplied at Birmingham & Colindale.

**(3.4) Quality standards:**

According to the Authority's specification and the Contractor's tender response: including price schedule for awarded product and services, as well as any correspondence and clarifications.

**(3.5) Contract monitoring arrangements:**

As agreed between the parties in line with Schedule 8: SRM of the Framework Agreement, this includes but it is not limited to Implementation Plans for each site.

**(3.6) Management Information and meetings**

As agreed between the parties in line with Schedule 8: SRM of the Framework Agreement.

**(3.7) Notices**

For the purposes of this Contract, any contractual notice to be served, shall be sent to the persons named in this Order Form.

**4. CONFIDENTIAL INFORMATION (if applicable)****(4.1) The following information shall be deemed Confidential Information:**

All information regarding pricing and charges (Section 1.9 above) shall be considered Confidential.

For the avoidance of doubt, this restriction shall not prevent PHE from complying with its obligations by notifying under Contracts Finder or complying with its reporting obligations under regulation 84 of the Public Contracts Regulations 2015.

**(4.2) Duration that the information shall be deemed Confidential Information:**

Duration of the Contract plus ten (10) years from termination of the Contract.

Signature:



For and on behalf of the Authority

Name:



Job Title: Head of Scientific Proc

Date: 21<sup>st</sup> May 2021

Signature:

DocuSigned by:



For and on behalf of the Contractor

Name:



Job Title: Director of Finance and Operations

Date: 21-May-2021