

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

Participating Authority:	Public Health England (PHE)
Service address:	As per PHE official purchase order(s)
Invoice address:	PHE Accounts Payable Team Financial Accounting Services PHE Porton Down, Manor Farm Road Salisbury, Wiltshire SP4 0JG United Kingdom Email: payables@phe.gov.uk
PHE Procurement Lead:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED] E-mail: [REDACTED]
PHE Project Manager for Implementation Phase:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
PHE Supplier Relationship Manager (SRM):	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED] E-mail: [REDACTED]
PHE Internal Reference (if applicable)	To be quoted on all correspondence relating to this Order Form: ECM_7355

TO

Supplier Details:	Pro-Lab Diagnostics Ltd Company Number 02334344 with the registered address 3 Bassendale Road, Bromborough, Wirral, Merseyside, CH62 3QL
Supplier Contact Details:	Name: [REDACTED] E-mail: [REDACTED] Phone: [REDACTED]

1. CONTRACT DETAILS
<p>Pro-lab diagnostics will supply PHE with VIASURE SARS-CoV-2 Real Time PCR Detection Kits (Product code: VS-NCO296T). The initial requirement is for Southampton and Cambridge laboratories as per the delivery schedule found in Appendix B however PHE reserves the right to include further laboratories should this be required.</p> <p>These products will be supplied under the Microbiology Framework Agreement, Lot1 Terms and Conditions for the Supply of Goods (Appendix A_i).</p> <p>Unit pricing shall be no greater than as found in quotation 102901-001 (Appendix C) for the initial contract term and any further extension.</p>
<p>(1.2) Contract Start Date: 15.04.2020</p>
<p>(1.3) Contract Value (and breakdown if applicable): The initial requirement is to a value of £5,181,750 (Exc VAT). The total maximum contract value is up to £10,000,000 (Exc VAT).</p>
<p>(1.4) Contract End Date: 15.07.2020</p>
<p>(1.5) Contract Extension Options: The contract can be extended by 3 months.</p>

2. ADDITIONAL REQUIREMENTS
<p>(2.1) Supplemental requirements in addition to Call-off Terms and Conditions:</p>
<p>(2.2) Variations to Call-off Terms and Conditions for the Supply of Goods:</p> <ul style="list-style-type: none"> - Time is of the essence as to any delivery dates under this Contract and if the Supplier fails to meet any delivery date this shall be deemed to be a breach incapable of remedy for the purposes of Clause 15.4(i) of Schedule 2 Appendix A(i). - Clause 9.6 of Schedule 2 Appendix A(i) amended to read: <p>The Authority shall pay each undisputed invoice received in accordance with Clause 9.3 of this Schedule 2 of these Call-off Terms and Conditions within thirty (30) days of receipt of such invoice at the latest. However, the Authority shall use its reasonable endeavours to pay such undisputed invoices within 14 days of receipt.</p> <p>Variations to Call-off Terms and Conditions for the Supply of Services:</p>

2.3. GOODS AND/OR SERVICES REQUIREMENTS
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<p>(3.1) Key personnel of the Supplier to be involved in the Services and deliverables: [Redacted] details as above.</p>
<p>(3.2) Performance standards: Products to be delivered as per the delivery schedule in Appendix B. All deliveries will be tracked by PLD on UPS Next Day Express, key contacts at labs will receive automatic email updates.</p>
<p>(3.3) Location(s) at which the Services are to be provided: Initially Southampton and Cambridge but with the option to expand to PHE-wide</p>
<p>(3.4) Quality standards: According to the Authority's specification (as set out in ITT 2515); and the Supplier's tender response, including any correspondence and clarifications.</p>
<p>(3.5) Contract monitoring arrangements: As agreed by both parties in line with Schedule 8: SRM of the Framework Agreement. The performance and requirements will be reviewed on June 17th and a decision made as to whether the contract term will be extended.</p>
<p>(3.6) Management Information and meetings: As agreed by both parties in line with Schedule 8: SRM of the Framework Agreement, this includes but it is not limited to Implementation Plans for each site.</p>

<p>4. CONFIDENTIAL INFORMATION (if applicable)</p>
<p>(4.1) The following information shall be deemed Confidential Information: N/A</p>
<p>(4.2) Duration that the information shall be deemed Confidential Information: N/A</p>

Signature: [Redacted]

For and on behalf of the Authority

Name: [Redacted]

Job Title: [Redacted]

Date: 20 April 2020

Signature: [Redacted]

For and on behalf of the Contractor

Name: [Redacted]

Job Title: [Redacted]

Date: 16/4/2020