

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)

FROM

Participating Authority:	Public Health England
Service address:	As per PHE official purchase order
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]
PHE Internal Reference (if applicable)	To be quoted on all correspondence relating to this Order: ecm_ 7441

TOs

Supplier Name:	Roche Diagnostics Limited
Contact Name:	[REDACTED]
E-mail:	[REDACTED]
Telephone number:	[REDACTED]

1. CONTRACT DETAILS

PHE_Scientific- Provision of two Roche COBAS 8000 e801 platforms

(1.2) Contract Start Date:
12/06/2020

(1.3) Contract Value (and breakdown if applicable):

Total contract value of up to £1,000,000 (including VAT). The initial purchase is approximately £600,000 for the hardware, software and installation, as set out in the Supplier's quote (Appendix B).

The Authority reserves the right to purchase additional instruments, if required.

The Supplier will invoice the Authority on an annual basis for the coming year's 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.

PHE reserves the right to incorporate the service cover included in this contract into other PHE-wide maintenance contracts, if required.

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.

(1.4) Contract End Date:
09/06/2023

(1.5) Contract Extension Options:
Two extensions of one year each (1+1).

2 ADDITIONAL REQUIREMENTS

(2.1) Supplemental requirements in addition to Call-off Terms and Conditions:

Exceptional circumstances as a result of the Covid-19 pandemic

2.1 Without prejudice to the Parties' obligations under the Contract (including but not limited to the Supplier's obligations under the Contract to supply the Goods, including as set out within the Order Form) the Parties recognise that the circumstances created as a result of the COVID-19 pandemic are exceptional and fast-moving. As a consequence, the Parties agree that they will act reasonably and in good faith together to seek to resolve any difficulties or challenges which may impact upon the manufacture and supply of Goods and in relation to the wider COVID-19 issues so as to ensure that public health is protected and preserved.

2.2 In this context:

2.2.1 the Supplier recognises that there may be a shortage of supply of Component Parts and accordingly, the Supplier shall take all reasonable steps to safeguard and protect all stocks of Component Parts held by it and its Group from time to time which may be required to manufacture the Goods;

2.2.2 the Supplier agrees to provide the Authority sufficient visibility of the Supplier's manufacturing processes and timelines for the manufacture and supply of Goods, in the form of its four week forecast, if so requested, to allow the Authority to plan an adjust order scheduling across the Authority's supply chain for products equivalent to or similar to the Goods;

2.2.3 the Supplier shall notify the Authority promptly of any exceptional events or circumstances which may impact upon the Supplier's ability to manufacture and supply Goods in accordance with this Contract and the Authority's requirements.

(2.2) Variations to Call-off Terms and Conditions for the Supply of Goods:

The Parties have agreed to certain amendments to the Call-Off Terms and Conditions for the Supply of Goods, as set out in Appendix C.

3. GOODS AND/OR SERVICES REQUIREMENTS (fill in if applicable)

(3.1) Key personnel of the Supplier to be involved in the Services [and deliverables]:

██████████

████████████████████

██████████

(3.2) Performance standards: NA
(3.3) Location(s) at which the Goods are to be provided: Porton Down
(3.4) Quality standards: According to the Authority's specification (as set out in ITT 2515); 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 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.
(3.6) Management Information and meetings: As agreed by both 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.

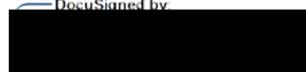
Signature:



For and on behalf of the Authority

Name: Job Title: Date: 15th October 2020

Signature:



DocuSigned by:
340333741A-0041D4

For and on behalf of the Contractor

Name: Job Title: 

Date: 08-Oct-2020