

Appendix 1

National Microbiology Framework Agreement
Order Form

FROM

Authority:	The Secretary of State for Health and Social Care acting as part of the Crown through Public Health England (including its successors in title) of Wellington House, 133-155 Waterloo Road, London, SE1 8UG
Invoice address:	
Contract Manager:	
Secondary Contact: eg. business operational contact, project manager	
Procurement lead	
Name and address for notices (with contract name and contract ref):	
Internal reference (if applicable):	To be quoted on all correspondence relating to this Order Form: TBC

TO

Supplier:	Cepheid UK Ltd
Contract Manager:	

Secondary Contact:	<div></div>
Account Manager:	<div></div>
Name and address for notices:	<div></div>

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)
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"/>											

	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 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 type="checkbox"/> (only applicable if this box is checked)

1. CONTRACT DETAILS**(1.1) Commencement Date:**

The Contract will commence upon signing of this contract by both parties.

(1.2) Services Commencement Date (if applicable):

Not applicable

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

Estimated contract value £450,000 (exclusive of VAT).

The agreed pricing is as per below and fixed for the duration of the primary term.

Please note that the consumables volumes stated below are based on usage estimates provided by the Supplier. For the avoidance of doubt, the Authority does not agree to any minimum volume commitments.

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

Part number	Description	Tests / Kit	Price/Test (excl.VAT) GBP	Qty Tests / Year	Net price/ Kit (excl.VAT) GBP	Total Price (excl.VAT) GBP
GXCARBAP-CE-10	KIT,CARBA- R,10-TEST,CE-IVD,ADDED CLAIMS	10				
900-0370	CEPHEID COLLECTION DEVICE	50				
GXCDIFFBT-CE-10	KIT,CDIFFBT,GX,CE-IVD	10				
GXMTB/ RIF-ULTRA-10	XPRT MTB/ RIF ULTRA,10-TEST KIT,CE-IVD	10				
XPRSFLU/ RSV-CE-10	KIT,XPRESS FLU/RSV,IVD,10 TEST	10				

(1.4) Term of Contract:

2 years (24 months) from the signing of this contract by both parties.

(1.5) Term extension options:

The Term may be extended by a further period of up to 12 months

2. GOODS AND/OR SERVICES REQUIREMENTS**(2.1) Description of the Goods / Services**

- a) Provision of GeneXpert consumables
- b) The current list of consumables and their pricing is stated in (1.3) of this Order Form.

<p>c) Both parties agree that this Order Form constitutes a call-off contract that is subject to the National Microbiology Framework Agreement Reference Number 5657.</p> <p>d) The value of the contract is based on usage estimates and the usage may be higher or lower. The Supplier acknowledges that the estimated value is indicative and that the exact order amount may vary.</p> <p>e) Should the supplier's consumables 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>(2.2) Premises and Location(s) at which the Goods / Services are to be delivered / provided: PHE Agency-wide</p>
<p>(2.3) Key personnel of the Supplier to be involved in the Goods / Services: [REDACTED]</p>
<p>(2.4) Performance standards: According to the Authority's specification (as set out in ITT 4471) and the Supplier's tender response, including any correspondence and clarifications.</p>
<p>(2.5) Quality standards: According to the Authority's specification (as set out in ITT 4471) and the Supplier's tender response, including any correspondence and clarifications.</p>
<p>(2.6) Contract monitoring arrangements: To be agreed between both parties.</p>
<p>(2.7) Management information and meetings: In accordance with clause 8 of the Call-off Terms and Conditions for the Supply of Goods.</p>

<p>3. CONFIDENTIAL INFORMATION (if applicable)</p>
<p>(3.1) The following information shall be deemed Confidential Information: <i>Not applicable</i></p> <p>(3.2) Duration that the information shall be deemed Confidential Information: <i>Not applicable</i></p>

<p>4. DATA PROCESSING (if applicable)</p>
<p>(4.1) Personal Data to be processed by the Supplier: In accordance with the Data Protection Protocol.</p>

5. LEASE / LICENSE (if applicable)

(5.1) The Authority is granting the following lease or licence to the Supplier:
Not applicable

Signature:



For and on behalf of the Authority

Name:



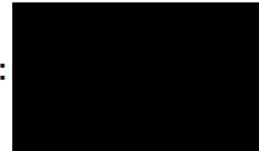
Job title:



Date:

7th October 2021

Signature:



For and on behalf of the Supplier

Name:



Job title:



Date: 07/10/21