

Appendix 1 National Microbiology Framework Agreement Schedule 7 -Order Form

National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and 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 133 – 155 Waterloo Road, London, SE1 8UG (the “ Authority”)
Invoice address:	Post: PHE Accounts Payable Team Financial Accounting Services PHE Porton Down, Manor Farm Road Salisbury, Wiltshire SP4 OJG Email: payables@phe.gov.uk
Contract Manager:	[REDACTED] [REDACTED] [REDACTED]
Secondary Contact: eg. business operational contact, project manager	Name: [REDACTED] [REDACTED] [REDACTED]
Procurement lead	Name: [REDACTED] [REDACTED] [REDACTED]
Name and address for notices:	Name: Procurement Department Address: 61 Colindale Avenue, London, NW9 5EQ Email: [REDACTED]
Internal reference (if applicable):	To be quoted on all correspondence relating to this Order Form: ECM 8521

TO

Supplier:	Eurolmmun UK Limited Company Number 03970738, registered address 131 – 139 The Broadway, Wimbledon, London, SW19 1QJ
Contract Manager:	Name: [REDACTED] [REDACTED] [REDACTED]

Secondary Contact:	Name: [REDACTED] [REDACTED] [REDACTED]
Account Manager:	Name: [REDACTED] [REDACTED] [REDACTED]
Name and address for notices:	Name: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

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	Further Optional Additional Call-off Terms and Conditions	
	Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is 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"/>
		(only applicable if one or more boxes are checked)

	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 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: 23rd June 2021

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

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

Contract value : **GBP 158,400 Ex VAT**

Qty	Code	Description	Unit Price	Line Total
1	EI 2606-9601 G	Anti-SARS-CoV-2 S1 ELISA: 96 W SARS CoV-2 S1 protein - IgG		

The initial period of the contract is one year and the contract value for that year is GBP 79200 Ex VAT. However, the contract can be extended provided the total value of the contract is no more than 158400 Ex VAT.

(1.4) Term of Contract: Initial term is One year

(1.5) Term extension options: Option to extend for another year

2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods / Services:

This contract is for the purchase of Anti SARS-CoV-2 ELISA IgG (CE marked product) under Lot1 of the National Microbiology Framework .Call-off Terms and Conditions for the Supply of Goods and the Provision of Services (Appendix A) will apply to this contract.

It is a PHE wide contract with Porton being the primary site.

Qty	Code	Description	Unit Price	Line Total
1	EI 2606-9601 G	Anti-SARS-CoV-2 S1 ELISA: 96 W SARS CoV-2 S1 protein - IgG		

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

To be delivered to locations as specified on the Purchase Orders.

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

(2.4) Performance standards: As agreed between PHE and the supplier

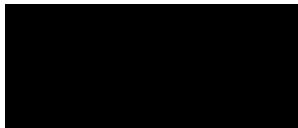
(2.5) Quality standards: As agreed between PHE and the supplier
(2.6) Contract monitoring arrangements: Six monthly review with supplier and PHE. Management information on the orders and projects will be discussed in this meeting.
(2.7) Management information and meetings: As agreed between PHE and the supplier

3. CONFIDENTIAL INFORMATION (if applicable)
(3.1) The following information shall be deemed Confidential Information: N/A 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: In accordance with the Data Protection Protocol.

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:

23 June 2021

Signature:



For and on behalf of the Supplier

Name:



Job title:



Date:

24 June 2021

Annex A

Order Specific Key Provisions

1. Introduction

- 1.1 This Annex A includes any supplemental requirements and any other relevant details, information, provisions and terms, forming part of this Order Form, as envisaged by the Framework Agreement, the Ordering Procedure, the other parts of this Order Form, the Call-Off Term and Conditions for the Supply of Goods and the Provision of Services and/or as required by the Authority (as applicable to this Contract and to the extent not addressed elsewhere as part of this Order Form). For the avoidance of doubt, any further annexes, appendices, schedules or other documents referred to in this Annex A shall be deemed part of this Annex A and part of this Order Form. *[Insert further sections as required for the purposes of the specific Order]*