

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 –
Calloff Terms and Conditions for the Supply of Goods / Services)

FROM

Participating Authority:	The Secretary of State for Health and Social Care acting as part of the Crown through 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: [REDACTED]
PHE Procurement Lead:	[REDACTED] [REDACTED]
SOS Supplier Relationship Manager	[REDACTED] [REDACTED] [REDACTED]
PHE Internal Reference (if applicable)	To be quoted on all correspondence relating to this COVID Order: [REDACTED]

TO

Supplier Name:	Perkin Elmer LAS (UK) Ltd
Contact Name:	[REDACTED]
E-mail:	[REDACTED]
Telephone number:	[REDACTED] [REDACTED] [REDACTED]

1. CONTRACT DETAILS

(1.1) Goods and/or Services [and deliverables] required:

This contract is for the purchase of the following:

- 6 Chemagic 360
- 6 Chemagic 360 96 Rod Head Set
- 1 Training
- 6 c360/MSM IQ/OQ + Installation
- 6 Chemagic Viral DNA/RNA 300 Kit H96
- 6 AutoDelfia Plate Processor Table
- 3 JANUS G3 Primary Sample Reformatter (1 Free of charge)
- 2 Janus W7 Enhanced Security Option
- 2 LINE CORD, UK/IRELAND, 10A, 250V
- 2 Janus W7 Enhanced Security Option
- 2 JANUS G3 Min Std Intgr Exp IQOQ A4Kt ENG

- 2 Microfuge Barcode Cassette Kit
- 16 1.5 ml Stainless Microfuge Rack, 24 pos
- 50 900uL Cond Filter Tips, Quantity 960
- 10 175ul Conduc Filter Tip, RoboRack, qty960
- 2 25ul Conduc Filter Tip, RoboRack, qty960
- 10 PP RESERVOIR, V, 4 COL, 73 ml/25
- 1 Regular Delivery
- 1 Inside Delivery
- 1Lift Gate Requirement
- All extraction reagents and robot consumables

Full details of the order in **Annexure 1**, as per the quote dated 4th May 2020, reference number: XXXXXXXXXX (but excluding any Supplier terms and conditions referred to therein).

These quotations refer to initial orders, additional supplies can be incorporated provided that the total value of the contract is no more than £4m (exc. VAT)

All related goods and services covered will be supplied under:

Appendix A i – Call-off Terms and Conditions for the Supply of Goods

Appendix A_II – Call-off Terms and Conditions for the Provision of Services

(1.2) Contract Start Date:

20th May 2020

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

GBP 4,000,000.00(exc. VAT). Current quotes are worth GBP 2,896,068.66 (exc. VAT)

(1.4) Contract End Date:19th April 2021**(1.5) Contract Extension Options: N/A****2 ADDITIONAL REQUIREMENTS****(2.1) Supplemental requirements in addition to Call-off Terms and Conditions:**

N/A

(2.2) Variations to Call-off Terms and Conditions:

To reflect updated statutory requirements and also to exclude knowable effects of the COVID-19 pandemic, the parties have agreed to certain amendments to the Call-Off Terms and Conditions for Goods and the Call-off Terms and Conditions for the Provision of Services, as set out in Annexure 2 to this Order Form.

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:

As agreed between the Supplier and PHE

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

Lab	Equipment
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

1) St George’s University Hospitals NHS Foundation Trust

Department of Medical Microbiology
 Jenner Wing, St. George’s Hospital
 Blackshaw Road, London SW17 0QT

Contact for the location: [REDACTED]
 [REDACTED]

2) Royal Preston Hospital

Pathology, Microbiology department
 Sharoe Green Lane, Fulwood
 Preston, Lancashire , PR2 9HT

Contact for the site [REDACTED]
 [REDACTED]

3) Royal Wolverhampton

Pathology Building
 New Cross Hospital, Wolverhampton
 WV10 0QP

Contact for the location: [REDACTED]
 [REDACTED]

Upon delivery, each site must acknowledge the receipt of goods. The confirmation of goods receipt must be provided to PHE via Email in order to honour the invoice presented by the supplier. The PHE contact for emailing the receipt is [REDACTED]
 [REDACTED]

(3.4) Quality standards:

(3.5) Contract monitoring arrangements:

N/A

(3.6) Management Information and meetings

N/A

4. CONFIDENTIAL INFORMATION (if applicable)

(4.1) The following information shall be deemed Confidential Information:

N/A

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

N/A

Annexure 1



Public Health England
61 Colindale Avenue
London, NW9 5EQ

PerkinElmer LAS (UK) Ltd
Chalfont Road
Seer Green
Beaconsfield, HP9 2FX

QUOTATION REFERENCE:

Sales Person: [Redacted]
Quotation Date: 20/05/2020
Expiry Date: 26/05/2020
Lead Time: Six Weeks

**Extraction Equip: 6x RNA Extractors, 3x Robots
(Including one Free-of-Charge Robot)**

Part Number	Quantity	Description	Unit Price £ GBP	Total £ GBP
2024-0020	6	chemagic 360		
CMG-370	6	chemagic 360 96 Rod Head Set		
CMG-13005179	1	Training		
N0239033	6	c360/MSM IQ/OQ + Installation		
CMG-1033-S	6	chemagic Viral DNA/RNA 300 Kit H96		
1235-4230	6	AutoDELFIA Plate processor Table		
CJL8002	2	JANUS G3 Primary Sample Reformatter		
CJL8002	1	JANUS G3 Primary Sample Reformatter		
3901302	2	LINE CORD, UK/IRELAND, 10A, 250V		
7005360	2	Janus W7 Enhanced Security Option		
09360588	2	JANUS G3 Min Std Intgr Exp IQOQ A4Kt ENG		
7607653	2	Microfuge Barcode Cassette Kit		
5079847	16	1.5 ml Stainless Microfuge Rack, 24 pos		
6001256	50	900uL Cond Filter Tips, Quantity 960		
6000687	10	175ul Conduc Filter Tip,RoboRack, qty960		
6000691	2	25ul Conduc Filter Tip, RoboRack, qty960		
6008710	10	PP RESERVOIR, V. 4 COL. 73 mL /25		
REGDELNAP	1	Regular Delivery		
SDS-IDNAP	1	Inside Delivery		
SDS-ASNAP	1	Lift Gate Required		
			Sub Total £	
			Total £	



Public Health England
61 Colindale Avenue
London, NW9 5EQ

PerkinElmer LAB (UK) Ltd
Chalfont Road
Seer Green
Beaconsfield, HP9 2FX

QUOTATION REFERENCE:

Sales Person: [Redacted]
Quotation Date: 04/05/2020
Expiry Date: 22/05/2020
Your Ref:

Standing Order: RNA Extraction kits & Robot Tips

Part Number	Quantity	Description	Unit Price £ GBP	Total £ GBP
CMG-1033-S	77	Week One chemagic Viral DNARNA 300 Kit H96 (960 extractions per kit)		
6001256	80	900uL Cond Filter Tips, Quantity 960		
6000687	11	175ul Conduc Filter Tip,RoboRack, qty960		
6008710	14	PP RESERVOIR, V, 4 COL, 73 mL /25		
CMG-1033-S	77	Week Two chemagic Viral DNARNA 300 Kit H96 (960 extractions per kit)		
6001256	80	900uL Cond Filter Tips, Quantity 960		
6000687	11	175ul Conduc Filter Tip,RoboRack, qty960		
6008710	14	PP RESERVOIR, V, 4 COL, 73 mL /25		
CMG-1033-S	77	Week Three chemagic Viral DNARNA 300 Kit H96 (960 extractions per kit)		
6001256	80	900uL Cond Filter Tips, Quantity 960		
6000687	11	175ul Conduc Filter Tip,RoboRack, qty960		
6008710	14	PP RESERVOIR, V, 4 COL, 73 mL /25		
CMG-1033-S	77	Week Four chemagic Viral DNARNA 300 Kit H96 (960 extractions per kit)		
6001256	80	900uL Cond Filter Tips, Quantity 960		
6000687	11	175ul Conduc Filter Tip,RoboRack, qty960		
6008710	14	PP RESERVOIR, V, 4 COL, 73 mL /25		
CMG-1033-S	77	Week Five chemagic Viral DNARNA 300 Kit H96 (960 extractions per kit)		
6001256	80	900uL Cond Filter Tips, Quantity 960		
6000687	11	175ul Conduc Filter Tip,RoboRack, qty960		
6008710	14	PP RESERVOIR, V, 4 COL, 73 mL /25		
CMG-1033-S	77	Week Six chemagic Viral DNARNA 300 Kit H96		

Standing Order: RNA Extraction kits & Robot Tips

Part Number	Quantity	Description	Unit Price £ GBP	Total £ GBP
		(960 extractions per kit)		
6001256	80	900uL Cond Filter Tips, Quantity 960		
6000687	11	175ul Conduc Filter Tip,RoboRack, qty960		
6008710	14	PP RESERVOIR, V, 4 COL, 73 mL /25		
CMG-1033-S	77	Week Seven chemagic Viral DNA/RNA 300 Kit H96 (960 extractions per kit)		
6001256	80	900uL Cond Filter Tips, Quantity 960		
6000687	11	175ul Conduc Filter Tip,RoboRack, qty960		
6008710	14	PP RESERVOIR, V, 4 COL, 73 mL /25		
CMG-1033-S	77	Week Eight chemagic Viral DNA/RNA 300 Kit H96 (960 extractions per kit)		
6001256	80	900uL Cond Filter Tips, Quantity 960		
6000687	11	175ul Conduc Filter Tip,RoboRack, qty960		
6008710	14	PP RESERVOIR, V, 4 COL, 73 mL /25		
CMG-1033-S	77	Week Nine chemagic Viral DNA/RNA 300 Kit H96 (960 extractions per kit)		
6001256	80	900uL Cond Filter Tips, Quantity 960		
6000687	11	175ul Conduc Filter Tip,RoboRack, qty960		
6008710	14	PP RESERVOIR, V, 4 COL, 73 mL /25		
CMG-1033-S	77	Week Ten chemagic Viral DNA/RNA 300 Kit H96 (960 extractions per kit)		
6001256	80	900uL Cond Filter Tips, Quantity 960		
6000687	11	175ul Conduc Filter Tip,RoboRack, qty960		
6008710	14	PP RESERVOIR, V, 4 COL, 73 mL /25		
CMG-1033-S	77	Week Eleven chemagic Viral DNA/RNA 300 Kit H96 (960 extractions per kit)		
6001256	80	900uL Cond Filter Tips, Quantity 960		
6000687	11	175ul Conduc Filter Tip,RoboRack, qty960		
6008710	14	PP RESERVOIR, V, 4 COL, 73 mL /25		
CMG-1033-S	77	Week Twelve chemagic Viral DNA/RNA 300 Kit H96 (960 extractions per kit)		
6001256	80	900uL Cond Filter Tips, Quantity 960		
6000687	11	175ul Conduc Filter Tip,RoboRack, qty960		
6008710	14	PP RESERVOIR, V, 4 COL, 73 mL /25		
REGDELNAP	24	Regular Delivery		
			Sub Total £	
			Total £	

Standing Order



Annexure 2

The Parties agree the following amendments to the Framework Call-Off Terms and Conditions for the Supply of Goods:

Appendix Ai – Call Off Terms and Conditions for the Supply of Goods

Schedule 2 Clause 1.7	The cross-reference to Clause 1.5 shall be amended to cross-refer to Clause 1.6.
Schedule 2 Clause 10.1.31	<p>A new clause 10.1.31 shall be inserted as follows:</p> <p>“it shall: (i) comply with all relevant Law and Guidance and shall use Good Industry Practice to ensure that there is no slavery or human trafficking in its supply chains; and (ii) notify the Authority immediately if it becomes aware of any actual or suspected incidents of slavery or human trafficking in its supply chains;”</p>
Schedule 2 Clause 10.1.32	<p>A new clause 10.1.32 shall be inserted as follows:</p> <p>“it shall at all times conduct its business in a manner that is consistent with any anti-slavery Policy of the Authority that is notified to the Supplier and shall provide to the Authority any reports or other information that the Authority may request as evidence of the Supplier’s compliance with this Clause 10.1.32 and/or as may be requested or otherwise required by the Authority in accordance with its anti-slavery Policy.”</p>

Schedule 3 Clause 2.1	<p>The existing clause 2.1 shall be removed and replaced as follows:</p> <p>“The Parties each acknowledge and agree that they may need to undertake Processing of Personal Data relating to each Party’s representatives (in their respective capacities as Controllers) in order to (as appropriate):</p> <ul style="list-style-type: none">(a) administer and provide the Goods;(b) request and receive the Goods;(c) compile, dispatch and manage the payment of invoices relating to the Goods;(d) manage the Contract and resolve any disputes relating to it;(e) respond and/or raise general queries relating to the Goods; and(f) comply with their respective regulatory obligations. <p>Processing of Personal Data relating to each Party's representatives for the purposes set out above shall only be done by each Party in accordance with their respective privacy policies. The Parties acknowledge that they may be required to share Personal Data with their affiliates, group companies and other relevant parties, within or outside of</p>
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	the country of origin, in order to carry out the activities listed above, and in doing so each Party will ensure that the sharing and use of this Personal Data complies with applicable Data Protection Legislation.”
Schedule 4 clause 1.1 “Contracting Authority”	The existing definition shall be amended to read as follows: “means any contracting authority as defined in Regulation 2 of the Public Contracts Regulations 2015 (SI 2015/102) (as amended), other than the Authority;”
Schedule 4 clause 1.1 “Controller”	A new definition shall be inserted as follows: “shall have the same meaning as set out in the General Data Protection Regulation (Regulation (EU) 2016/679);”
Schedule 4 clause 1.1 “Data Protection Legislation”	The existing definition shall be amended to read as follows: “means (i) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (ii) the General Data Protection Regulation (Regulation (EU) 2016/679), the Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing Law as amended from time to time; and (iii) all applicable Law about the processing of personal data and privacy including where applicable guidance and codes of practice issued by the Information Commissioner;”
Schedule 4 clause 1.1 “Data Subject”	The existing definition shall be amended to read as follows: “shall have the same meaning as given to it in the Data Protection Legislation;”
Schedule 4 clause 1.1 “Force Majeure Event”	Paragraph (i) of the existing definition shall be renamed paragraph (j) and a new paragraph (i) shall be inserted to read as follows: “(i) pandemic (excluding COVID-19 and any related circumstances, events, changes or requirements but this exclusion shall only apply to the extent that the same (aa) is, or ought to have been, known to the affected Party as at the Commencement Date; and (bb) is within the reasonable control of the affected Party); and”
Schedule 4 clause 1.1 “Personal Data”	The existing definition shall be amended to read as follows: “shall have the same meaning as set out in the General Data Protection Regulation (Regulation (EU) 2016/679);”

Schedule 4 clause 1.1 “Process”	The existing definition shall be amended to read as follows: “shall have the same meaning as set out in the General Data Protection Regulation (Regulation (EU) 2016/679) and for the purposes of this Contract shall include both manual and automatic processing. “Processing” and “Processed” shall be construed accordingly;”
Schedule 4 clause 1.1 “Sensitive Personal Data”	The existing definition shall be removed and replaced as follows:
	“means special categories of personal data as defined in the Data Protection Legislation;”

The Parties agree the following amendments to the Framework Call-Off Terms and Conditions for the Provision of Services:

Appendix Aii – Call Off Terms and Conditions for the Provision of Services

Schedule 2 Clause 10.1.25	A new clause 10.1.25 shall be inserted as follows: “it shall: (i) comply with all relevant Law and Guidance and shall use Good Industry Practice to ensure that there is no slavery or human trafficking in its supply chains; and (ii) notify the Authority immediately if it becomes aware of any actual or suspected incidents of slavery or human trafficking in its supply chains;”
Schedule 2 Clause 10.1.26	A new clause 10.1.26 shall be inserted as follows: “it shall at all times conduct its business in a manner that is consistent with any anti-slavery Policy of the Authority that is notified to the Supplier and shall provide to the Authority any reports or other information that the Authority may request as evidence of the Supplier’s compliance with this Clause 10.1.26 and/or as may be requested or otherwise required by the Authority in accordance with its anti-slavery Policy.”

Schedule 3 Clause 2.1	<p>The existing clause 2.1 shall be removed and replaced as follows:</p> <p>“The Parties each acknowledge and agree that they may need to undertake Processing of Personal Data relating to each Party’s representatives (in their respective capacities as Controllers) in order to (as appropriate):</p> <ul style="list-style-type: none"> (a) administer and provide the Services; (b) request and receive the Services; (c) compile, dispatch and manage the payment of invoices relating to the Services; (d) manage the Contract and resolve any disputes relating to it; (e) respond and/or raise general queries relating to the Services; and (f) comply with their respective regulatory obligations. <p>Processing of Personal Data relating to each Party's representatives for the purposes set out above shall only be done by each Party in accordance with their respective</p>
	<p>privacy policies. The Parties acknowledge that they may be required to share Personal Data with their affiliates, group companies and other relevant parties, within or outside of the country of origin, in order to carry out the activities listed above, and in doing so each Party will ensure that the sharing and use of this Personal Data complies with applicable Data Protection Legislation.”</p>
Schedule 4 clause 1.1 “Contracting Authority”	<p>The existing definition shall be amended to read as follows:</p> <p>“means any contracting authority as defined in Regulation 2 of the Public Contracts Regulations 2015 (SI 2015/102) (as amended), other than the Authority;”</p>
Schedule 4 clause 1.1 “Controller”	<p>A new definition shall be inserted as follows:</p> <p>“shall have the same meaning as set out in the General Data Protection Regulation (Regulation (EU) 2016/679);”</p>

Schedule 4 clause 1.1 “Data Protection Legislation”	The existing definition shall be amended to read as follows: “means (i) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (ii) the General Data Protection Regulation (Regulation (EU) 2016/679), the Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing Law as amended from time to time; and (iii) all applicable Law about the processing of personal data and privacy including where applicable guidance and codes of practice issued by the Information Commissioner;”
Schedule 4 clause 1.1 “Data Subject”	The existing definition shall be amended to read as follows: “shall have the same meaning as given to it in the Data Protection Legislation;”
Schedule 4 clause 1.1 “Force Majeure Event”	Paragraph (i) of the existing definition shall be renamed paragraph (j) and a new paragraph (i) shall be inserted to read as follows: “(i) pandemic (excluding COVID-19 and any related circumstances, events, changes or requirements but this exclusion shall only apply to the extent that the same (aa) is, or ought to have been, known to the affected Party as at the Commencement Date; and (bb) is within the reasonable control of the affected Party); and“
Schedule 4 clause 1.1 “Personal Data”	The existing definition shall be amended to read as follows: “shall have the same meaning as set out in the General Data Protection Regulation (Regulation (EU) 2016/679);”
Schedule 4 clause 1.1 “Process”	The existing definition shall be amended to read as follows: “shall have the same meaning as set out in the General Data Protection Regulation (Regulation (EU) 2016/679) and for the purposes of this Contract shall include both manual and automatic processing. “Processing” and “Processed” shall

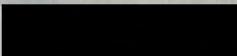
	be construed accordingly;"
Schedule 4 clause 1.1 "Sensitive Personal Data"	The existing definition shall be removed and replaced as follows: "means special categories of personal data as defined in the Data Protection Legislation;"

Signature

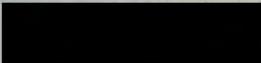


For and on behalf of the Authority

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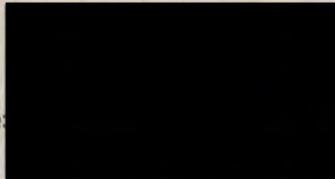


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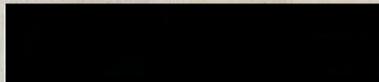
Date: 28 May 2020

Signature

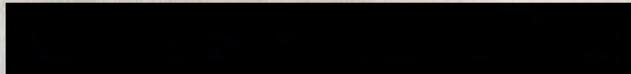


For and on behalf of the Contractor

Name:



Job Title:



Date: 22/MAY/2020