

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 / Services)

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 Supplier Relationship Manager (SRM):	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED] E-mail: [REDACTED]
PHE Internal Reference	To be quoted on all correspondence relating to this Order: ECM_8220

TO

Supplier Name:	Cepheid UK Limited
Contact Name:	[REDACTED]
E-mail:	[REDACTED]

1. CONTRACT DETAILS

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

Provision for the maintenance and servicing of GeneXpert equipment.

All related services cover will be supplied under:
Appendix A_ii – Call-off Terms and Conditions for the Supply of Service.

Serial Number	Instrument	Service Level	Location	Annual cost	2 Year Cost
[REDACTED]	[REDACTED] [REDACTED] [REDACTED]*	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

			Total Cost		
<p>* </p>					
<p>(1.2) Contract Start Date: 01.04.2021</p>					
<p>(1.3) Contract Value (and breakdown if applicable):</p> <p>Up to £100,000 (excluding VAT) the initial purchase for the first-year maintenance is .</p> <p>However, the Authority reserves the right subject to annual review to purchase additional equipment or remove cover, if required.</p>					
<p>(1.4) Contract End Date: 31.03.2023</p>					
<p>(1.5) Contract Extension Options: No extensions</p>					
<p>2 ADDITIONAL REQUIREMENTS</p>					
<p>(2.1) Supplemental requirements in addition to Call-off Terms and Conditions: N/A</p>					
<p>(2.2) Variations to Call-off Terms and Conditions: N/A</p>					
<p>3. GOODS AND/OR SERVICES REQUIREMENTS (fill in if applicable)</p>					
<p>(3.1) Key personnel of the Supplier to be involved in the Services [and deliverables]: As agreed by both parties in line with Schedule 8: SRM of the Framework Agreement.</p>					
<p>(3.2) Performance standards: As agreed between the Supplier and PHE.</p>					

(3.3) Location(s) at which the Services are to be provided: PHE-Agency wide
(3.4) Quality standards: As agreed between the parties.
(3.5) Contract monitoring arrangements: As agreed by both parties in line with Schedule 8: SRM of the Framework Agreement.
(3.6) Management Information and meetings As agreed by both parties in line with Schedule 8: SRM of the Framework Agreement.

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

Signature:



Signature:



For and on behalf of the Authority

For and on behalf of the Contractor

Name:



Name:



Job Title:



Job Title:



Date: 04.05.2021

Date: 30/04/21

Appendix A:

Table A: Cepheid Advantage Service Plan**Advantage Service Agreement includes:****Telephone Technical Support:**

Cepheid will provide telephone technical support through its Technical

Support Call Center. Technical Support personnel is available during regular office hours from 8:00 am – 6:00 pm (CET), Monday to Friday and on-call basis (except local public holidays). Outside of these hours Technical Support will not be available on 1st of May, 25th of December and 1st of January. On Easter Monday the coverage will be reduced until 14.30 (GMT+1).

Services: On-site service calls are performed during normal working hours, Monday to Friday, from 8:00 am to 6:00 pm (Local Time), excluding local public holidays. Customer acknowledges that the Instruments may not be available for use during any scheduled maintenance and service visits and that Cepheid shall not be liable for such Instrument downtime.

Response Time: If a Customer requests a service visit to its facility, Cepheid will use reasonable efforts to schedule such a visit to occur within 2 working days for complete breakdown (system unavailable) and within 3 working days for partial breakdown (at least one module available) from the time Technical Support receives the request, subject to availability of Cepheid service personnel.

Preventive Maintenance: One annual preventive maintenance for all GeneXpert or GeneXpert Infinity is included in this agreement. This is provided through a preventive maintenance and is performed by a Cepheid engineer. Preventative Maintenance services must be requested and scheduled directly by Customer.

Features	Advantage Service Agreement
On line technical support	included
Annual Maintenance including calibration kit	included
Repair costs, spare parts, labour	included
In case of general breakdown replacement modules can be shipped within one working day* and intervention can take place within three working days* maximum.	included
GeneXpert (manual) loaner system provided when off-site repairs are necessary	included
Shipping costs for module or loaner system	included
Cepheid software upgrades and updates	included

While under a Service Agreement with Cepheid, the Customer will be entitled to any and all Cepheid software Updates (bug fixes etc) and Cepheid software Upgrades (software feature enhancements) for the duration of the Service Agreement. This Agreement does not cover any upgrades to hardware or third party software.