

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 Internal Reference (if applicable)	To be quoted on all correspondence relating to this Order: ECM_6726

TO

Supplier Name:	Life Technologies Ltd, 3 Fountain Drive, Paisley, Renfrewshire PA4 9RF
Contact Name:	[REDACTED]
E-mail:	[REDACTED]
Telephone number:	[REDACTED]

1. CONTRACT DETAILS

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

As per the below list:

For orders of 1-4 units at a time:					
SKU	Description	Volume threshold (6 months, combined product usage)	Equivalent units	Price	Discount
A153 00	TaqPath™ 1-Step RT-qPCR Master Mix, CG, 1 x 10ml	0ml	0	[REDACTED]	[REDACTED]
For orders of 5 or more units at a time:					
SKU	Description	Volume threshold (6 months, combined product usage)	Equivalent units	Price	Discount
A153 00	TaqPath™ 1-Step RT-qPCR Master Mix, CG, 1 x 10ml	50ml	5	[REDACTED]	[REDACTED]

A153 00	TaqPath™ 1-Step RT-qPCR Master Mix, CG, 1 x 10ml	250ml	35	
A153 00	TaqPath™ 1-Step RT-qPCR Master Mix, CG, 1 x 10ml	1000ml	100	

Delivery:

- Orders under £600 will incur a £27.00 handling charge
- Products requiring the protection of dry or wet ice are subject to a charge of £29.00 per order. This charge will be applied to the first invoice only, regardless of the number of deliveries to fulfill the order.
- Hazardous items will be subject to an additional charge of £29.00 per order. This charge will be applied to the first invoice only, regardless of the number of deliveries to fulfill the order.

After the initial term of the contract, subject to extension an increase of will be applied equating to 6%, or 24 months compound RPI in the period July 2018 -June 2020, which ever is the lower.

(1.2) Contract Start Date: 01/07/19

(1.3) Contract Value (and breakdown if applicable): £300,000

(1.4) Contract End Date: 01/07/20

(1.5) Contract Extension Options: Up to a further 12 months

2 ADDITIONAL REQUIREMENTS**(2.1) Supplemental requirements in addition to Call-off Terms and Conditions:**

The Supplier's products (the "Goods") do not have the regulatory approval for use in diagnostic or therapeutic procedures. The Supplier does not submit the products for regulatory review by any government or other organisation, and the Goods are not validated for clinical, diagnostic or therapeutic use, for safety and effectiveness, or for any other specific use or application. The Authority is responsible for making sure that the way the Authority use the Goods is in line with all laws which may apply as well as all regulations and government policies. The Authority must obtain all related and necessary approvals and permissions the Authority may need.

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

Call-off Terms and Conditions for the Supply of Goods Clause 10.1.2 is amended as follows:

The Goods shall meet the specification set out in the Supplier's published specification from time to time, be of satisfactory quality, and shall comply with the standards and requirements set out in this Contract.

Call-off Terms and Conditions for the Supply of Goods Clause 10.1.19 is amended as follows:

receipt of the Goods by or on behalf of the Authority and manufacture and supply of the Goods or of any other item or information supplied, or made available, to the Authority will not infringe any third party rights, to include without limitation any Intellectual Property Rights;

Call-off Terms and Conditions for the Supply of Goods Clause 12.2 is amended as follows:

Liability under Clause 12.1.1 of this Schedule 2 and Clause 2.5 of Schedule 3 of these Call-off Terms and Conditions shall be unlimited. Liability under Clauses 4.9.4, 10.3, 12.1.2 and 12.1.3 of this Schedule 2 of these Call-off Terms and Conditions shall be subject to the limitation of liability set out in Clause 13 of this Schedule 2 of these Call-off Terms and Conditions.

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]:

Paul Glands, Senior Account Manager

(3.2) Performance standards:

According to the Authority's specification and the supplier's response (as set out in the Framework ITT_2415) including any correspondence and clarifications.

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

PHE Wide

(3.4) Quality standards:

According to the Authority's specification and the supplier's response (as set out in the Framework ITT_2415) including any correspondence and clarifications.

(3.5) Contract monitoring arrangements:

Biannual review meetings to be organised between the Supplier and PHE. Key account manager (or deputy) from Life Technologies to attend the meetings.

(3.5) Management Information and meetings

Biannual review meetings to be organised between the Supplier and PHE. Management Information and KPIs will be discussed in this meeting.

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:



Signatures:



For and on behalf of the Authority

For and on behalf of the Contractor

Name:



Name:



Job Title:



Job Title:



Date:

16/7/19

Date: 2nd July 2019