

## NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES

### Order Form

### Pathology and Point of Care Testing, Associated Equipment, Instruments, Consumables, Accessories, and Managed Services Framework.

**Contract number/reference/date:** C104702/ 28<sup>th</sup> October 2022

**The Parties:**

- (1) Agilent Technologies LDA UK Limited registered in United Kingdom no 08815891 and having its registered office at Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GR (the "**Supplier**"); and
- (2) The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency, Nobel House, Smith Square, London, SW10 3HX (the "**Authority**").

**Whereas:**

- (A) The Parties hereto have entered into the Contract.
- (B) This Schedule is entered into pursuant to the Contract.

**It is agreed:**

**1 Contract**

The Contract shall comprise the following terms in the following order of precedence:

1. This Order Form and its appendices;
2. The terms set out at the front end of this Contract;
3. The Call-off Terms and Conditions which are appended to the Framework Agreement (Pathology and Point of Care Testing, Associated Equipment, Instruments, Consumables, Accessories, and Managed Services.) (including its Schedules) as Appendix 3a;
4. The Specification; and
5. The Framework Agreement (including its Schedules).

Any purchase orders issued by the Authority in respect of this Contract does not form part of this Contract.

**2 The Goods**

- 2.1 The Authority shall be entitled to buy the goods as set out below (the "**Goods**") subject to ordering of Goods as set out in Section 7 of this Order Form.
- 2.2 The Goods shall be supplied in accordance with their respective specifications set out below ("**Supplier Specifications**").

Product	Quantity
4200 TapeStation instrument including laptop PC, software, vortexer, accessories, plastic consumables, user information and Installation and Familiarization. Does not include	

**NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES**

ScreenTape consumables and reagents.	
<p>If the instrument breaks down during the warranty period the customer will contact Agilent and a support call is logged within 4 hours.</p> <p>Customer should receive a response in the form of a telephone call within 24 hours. If the instrument is deemed faulty then our engineers will arrange a replacement instrument to be sent to the customer. The customer sends the faulty instrument back to our repair centre. There will be no costs associated with the return or the replacement of the instrument. All parts and labour costs are covered by Agilent. We aim to have the instrument replaced within 48 hours after we deem it to be faulty.</p> <p>Telephone support is provided Monday to Friday 9am to 5pm.</p> <p>We do not provide onsite repairs during the warranty period as the instrument is exchanged for a replacement instrument if it breaks down.</p> <p>All software updates are provided on our website at <a href="http://Agilent.com">Agilent.com</a> and are free to download.</p>	Included

## NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES



### Agilent 4200 TapeStation System A complete solution for end-to-end electrophoretic quality control of DNA and RNA samples



#### Automated sample processing for quick and reliable sample QC

The Agilent 4200 TapeStation system provides end-to-end sample quality control (QC) within any next-generation sequencing (NGS), microarray (including array CGH), or qPCR workflow. The system offers walk-away operation with fully automated sample processing.

The 4200 TapeStation software comprises functionality for instrument control and data analysis. It is intuitive and presents the automatically analyzed data as a familiar gel image and electropherogram for each sample.

For the complete portfolio of DNA and RNA assays, any sample number from 1 up to 96 samples can be analyzed at constant cost per sample. The ready-to-use ScreenTape technology enables ultimate flexibility for switching between assays as well as sample preparation. The system handles your samples in 2 x 8-tube strips or 96-well microtiter plates and enables you to review reliable results within 1 to 2 minutes per sample, or less than 90 minutes for 96 samples.

With sensitive detection and zero carryover, you get the utmost confidence in your results, ensuring your downstream workflow is a complete success.

# NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES

## Key features

### Ease-of-use

Ready-to-use ScreenTape consumables ensure operational simplicity

### Automated

Walk-away operation with fully automated sample processing.

### Scalable

Individual sample lanes facilitate variable throughput from 1 to 96 samples at constant cost per sample.

### Flexible

Ready-to-use ScreenTape technology enables easy switching between DNA and RNA assays. Sample can be provided in either 16-tube strips or 96-well microtiter plates.

### Fast

Simplify your workflow – no system setup procedures are required – and get reliable results in as little as 1 to 2 minutes per sample, even for 96 samples.

### Excellent reproducibility

Achieve user independent results through minimal manual intervention.

### Low sample need

Requires only 1 to 2  $\mu$ L of your precious samples per run – even for high sensitivity analysis.

### Zero carryover

In addition to individual filtered loading tips, each sample is analyzed in a discrete ScreenTape lane.

### Low cost of ownership

Easy self-maintenance tasks guarantee lowest cost of ownership and maximize instrument uptime and productivity.

### GLP/GMP compliance

Receive audit-ready documentation with the optional compliance services like installation qualification (IQ) and operational qualification (OQ) service.

## Physical specifications

Specifications 4200 TapeStation Instrument	
Weight	24.8 kg (54.7 lbs)
Dimensions (w x d x h)	435 x 510 x 445 mm (17.1 x 20.0 x 17.5 inches)
Line voltage	100-240 V AC
Line frequency	50-60 Hz
Power consumption	50 VA

## Order information

4200 TapeStation System		Part number
4200 TapeStation instrument	Includes 4200 TapeStation instrument, laptop with TapeStation software, vortexer, accessories, consumables, and user information.	G2991BA
TapeStation Consumables		Part number
Loading tips	pack of 112 tips	5067-5598
	10 packs of 112 tips	5067-5599
Sample tube strips	Optical tube, 8x strip, box of 120	401428
	Optical caps, 8x strip, box of 120	401425
96-well sample plates	Pack of 25 plates	5042-8502
96-well plate foil seal	Pack of 100 foils	5067-5154
TapeStation Test Tape	One tape	5067-5601
TapeStation Accessories and Spare Parts		Part number
ScreenTape Rack	One rack	G2991-40007
Tip Waste Bucket	One bucket	G2992-40046
Tube Strip Holder	One holder	G2992-40042
USB male-A – male-B	One cable	5188-8047
Needle Change Cartridge	One cartridge	5067-5783
32-Pin Electrode Cartridge	One cartridge	5067-5786
Upper Tapenest Cover	One cover	G2992-68003
Lower Tapenest Cover	One cover	G2992-40014

## NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES

### ScreenTape Technology for confident DNA and RNA analysis

#### DNA analysis

- DNA sizing and quantification in the range 35 bp to 60 kbp and 5 pg/µL to 100 ng/µL
- DNA Integrity Number (DIN) provided by the Genomic DNA ScreenTape assay for unambiguous DNA integrity assessment

#### RNA analysis

- RNA sizing and quantification in the range 100 to 6,000 nt and 100 pg/µL to 500 ng/µL
- RNA Integrity Number equivalent (RIN\*) feature for unambiguous RNA integrity assessment



### TapeStation ScreenTape assays

ScreenTape Assays		Part number
D1000	D1000 ScreenTape	5067-5582
	D1000 reagents	5067-5583
	D1000 ladder	5067-5586
	D1000 sample buffer	5067-5602
High Sensitivity D1000	High Sensitivity D1000 ScreenTape	5067-5584
	High Sensitivity D1000 reagents	5067-5585
	High Sensitivity D1000 ladder	5067-5587
	High Sensitivity D1000 sample buffer	5067-5603
D5000	D5000 ScreenTape	5067-5588
	D5000 reagents	5067-5589
	D5000 ladder	5067-5590
High Sensitivity D5000	High Sensitivity D5000 ScreenTape	5067-5592
	High Sensitivity D5000 reagents	5067-5593
	High Sensitivity D5000 ladder	5067-5594
	Genomic DNA	Genomic DNA ScreenTape
	Genomic DNA reagents	5067-5366
Cell-free DNA	Cell-free DNA ScreenTape	5067-5630
	Cell-free DNA reagents	5067-5631
	Cell-free DNA ladder	5067-5632
	Cell-free DNA sample buffer	5067-5633
RNA	RNA ScreenTape	5067-5576
	RNA sample buffer	5067-5577
	RNA ladder	5067-5578

3

### 3 Contract Period and Termination

- 3.1 This Contract shall be deemed to have commenced on 28<sup>th</sup> October 2022 (the “**Commencement Date**”) and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 31<sup>st</sup> March 2023 (the “**Term**”).
- 3.2 Without prejudice to any other right of termination set out in this Contract, the Authority may terminate this contract, in whole or in part, for convenience by giving the Supplier not less than four (4) weeks’ notice in writing.
- 3.3 The Authority shall be entitled to extend the Term in accordance with Clause 15.2 of the Call-off Terms and Conditions on one or more occasions by giving the Supplier written notice no less than four (4) weeks’ notice prior to the date on which this Contract would otherwise have expired.

### 4 Price of Goods

- 4.1 Subject to Clause 7 of this Order Form, the maximum value of the Goods that can be ordered under this Contract is, one hundred and twenty five thousand, one hundred and ninety one pounds. (£125,191) (the “**Contract Price**”). Full details of the Contract Price are contained in Appendix A of this Order Form. For the avoidance of doubt the Authority is not committed to pay the Contract Price.
- 4.2 The Contract Price excludes VAT at the applicable rate but is inclusive of freight and delivery charges.

### 5 Delivery and Risk:

- 5.1 The Supplier shall deliver agreed quantities of the Goods to locations as directed by the Authority (the “**Delivery Locations**”). Initial forecast list of Delivery Locations is at Appendix B.
- 5.2 All planned deliveries shall be pre-advised by the Supplier to the Authority’s primary delivery contact and the additional

## NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES

delivery contact stated below (individually or collectively being known as the “**Delivery Contact**”) not less than 48 hours prior to shipping:

- 5.2.1 Primary delivery contact [REDACTED]
- 5.2.2 Additional delivery contact: [REDACTED]
- 5.3 The Supplier shall provide the following data when notifying the Delivery Contact:
- 5.3.1 Supplier name;
- 5.3.2 Authority’s PO number;
- 5.3.3 Item reference, Supplier’s part code, description and quantity;
- 5.3.4 Item / pallet / carton reference for multi-pallet / carton shipments; and
- 5.3.5 Full detailed dispatch / pack list at item level and any special instructions originally entered for Authority’s Order (e.g. project).
- 5.4 The Delivery Contact will confirm:
- 5.4.1 Booking reference number;
- 5.4.2 Date and time of delivery slot (where applicable); and
- 5.4.3 Delivery address.
- 5.5 The Supplier shall ensure that all Goods are labelled with the product description, part number, volume, batch number, storage requirements and barcode.
- 5.6 Delivery of the Goods shall be considered to have occurred when the Delivery Contact or other authorised representative of the Authority at the Authority’s nominated location has signed the delivery note confirming receipt.
- 5.7 Risk will pass to the Authority on the Goods in accordance with clause 2 (Delivery of the Goods and passing of risk and ownership of the Goods) of the Call Off Terms and Conditions.
- 5.8 Time is of the essence as to any delivery dates under the Contract and if the Supplier fails to meet any delivery date this shall be deemed to be a breach incapable of remedy for the purposes of Clause 15.4 of the Call-Off Terms and Conditions.
- 5.9 The Supplier shall carry out deliveries within the ordinary working hours of the delivery location on the delivery date specified.

### **6 Return Conditions**

The Return Conditions shall be as follows:

- 6.1 The Supplier is responsible for collecting the Goods.
- 6.2 The Supplier is responsible for the costs of returning/collecting the Goods.
- 6.3 Return Conditions shall be in accordance with Schedule 2 - clause 4 (Inspection, rejection, return and recall of the Goods) of the Call Off Terms and Conditions.

### **7 Supplementary Conditions and Key Provisions**

#### **Warranty:**

- 7.1 The Supplier shall provide a 3 (three) month warranty for accessories and spare parts and 12 (twelve) month warranty for hardware which shall commence from the date of delivery in accordance with Clause 10 of the Call-Off Terms and Conditions.
- 7.2 In the event that Goods are deemed to be Defective Goods by the Authority, the Authority, at its sole discretion, shall provide a written request or written notice to the Supplier in accordance with Schedule 2, clause 4.7 of the Call-Off Terms and Conditions.

## **NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES**

### 7.3 Ordering Procedures:

- 7.3.1 Following execution of the Contract, the Authority shall submit to the Supplier [REDACTED] total f sum of (£125,191. Excl. VAT), the amount of which shall be the maximum value of Goods which can be ordered during the Contract Period (the **"Purchase Order"**). Thereafter, Once the Supplier has receipt of the Purchase Orders then the Goods shall be shipped to the location stated in Appendix B and within accordance with the ordering process in Clause 7.2.
- 7.3.2 The Authority may, but shall not be obliged to, provide the Supplier with call off orders for the Goods up to, but not exceeding cumulatively the Contract Price.
- 7.3.3 The Supplier shall not accept any requests under this Contract, made directly to the Supplier, by the Delivery Locations, including but not limited to any variance.
- 7.3.4 Subject to Clauses of this Order Form, the Authority shall be entitled to order the Goods, and the Supplier shall provide the Goods.
- 7.3.5 The Supplier shall ensure that Goods are packaged suitably so as not to cause loss or damage during shipment to a Delivery Location. The products delivered will be as per the specification and perform standard will as detailed in the supplier specification
- 7.3.6 The Parties reserve the right to modify the above process, by written agreement of both Parties, as necessary during the Term of this Contract
- 7.3.7 In the event of the Contract's expiry or earlier termination for whatever reason, the Supplier shall only invoice for goods that have been shipped and not previously invoiced.
- 7.3.8 The Parties agree that notwithstanding submission of the Purchase Orders to the Supplier, but subject to Clause 7.2 of this Order Form, the Authority is only committed to purchasing the quantities of the Goods that have been agreed by the Authority as part of this order form.

### 7.4 Authority Obligations:

- 7.4.1 The Authority shall accept or reject such Goods promptly following the Supplier's delivery to the Authority.

### 7.5 Invoicing Terms

- 7.5.1 Payment terms are net 30 days from receipt of a valid invoice.
- 7.5.2 Within 10 Business Days of receipt of the Supplier's countersigned copy of the Contract, the Authority will send a unique purchase order (the **"PO"**) number. The Supplier must be in receipt of a valid PO number before submitting an invoice.
- 7.5.3 The Supplier shall provide an invoice for each of the Goods delivered to and accepted by the Authority.
- 7.5.4 All invoices must be sent for approval and shall include the proof of delivery to the Authority's designated finance mailbox e-mail: [REDACTED] and their agreed representative before being submitted for payment.
- 7.5.5 All invoices must be sent quoting a valid purchase order number. The Supplier shall provide a current statement of

## NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES

accounts on a monthly basis; this is a standard commercial process and should show all invoices raised and amounts outstanding.

- 7.5.6 The Supplier shall provide compliant invoices that include, as a minimum, a valid PO number, PO line-item number (if applicable), PO line description, and the details (name and telephone number) of the Authority's authorised representative. Non-compliant invoices will be sent back to the Supplier, which may lead to a delay in a payment.
- 7.5.7 In support of Goods delivered the Supplier shall provide to the Authority a signed delivery note confirming receipt of the Goods at the Authority's nominated Delivery Locations by email to [REDACTED]
- 7.5.8 Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to: [REDACTED]

### 8. Contract Managers

The Supplier's Contract Managers are:

[REDACTED]  
[REDACTED]

The Authority's Contract Manager is:

[REDACTED]  
[REDACTED]

### 9. Frequency of meetings

- 9.1 The Authority's Contract Manager (or their delegate) and Supplier's Contract Manager shall agree to meetings (or such frequency as reasonably requested by the Authority) to discuss the Supplier's performance and other matters connected to the delivery of the Contract.
- 9.2 At the Authority's request, and within five (5) Working Days of such request, the Supplier shall provide such management information to the Authority as the Authority may reasonably requests from time to time (including without limit any information about the Supplier's supply chain and its compliance in relation to sustainability requirements). The Contract Managers shall meet no less than monthly to discuss the operation of this Contract.
- 9.3 Contract management meeting will be set up to monitor the following:
  - 9.3.1 Delivery on time and in full;
  - 9.3.3 Issues;
  - 9.3.4 Invoicing; and
  - 9.3.5 Discuss such other matters as the Parties may consider appropriate including but not limited to the below KPIs:

#### **KPI's**

- 9.4 The Supplier agrees to conform to the following key performance indicators ("**KPIs**") during the Term of this Contract
  - 9.4.1 Quantity of deliveries correct against the relevant Order (including deliveries in excess and shortfall of the Order quantity)
  - 9.4.2 Quality of delivery in accordance with the Framework Agreement and this Contract (including delivery presentation in accordance with the Framework Agreement and this Contract (the delivery must be

## NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES

presented in such a way that it can be unloaded safely and in a ready for use condition taking into consideration the Framework Agreement and this Contract requirements) and damaged Goods (the Goods must be in a condition that is new and ready to use)

- 9.4.3 Timely and accurate administration (including booking/amending delivery times and Orders and invoices, delivery advice notes and labels being in accordance with the requirements of the Framework Agreement and Contracts)
- 9.4.4 The Supplier shall ensure that the Goods shall perform to the standards detailed within Appendix B of this Order Form.

**10. Quality Assurance Standards for the Goods**

- 10.1 The quality assurance standards set out in the Supplier's Specification set out Clause 2 of this Order Form shall apply to the manufacture and supply of the Goods.

**11. Requirements for Use by Dates**

N/A

**12. Data Protection Protocol**

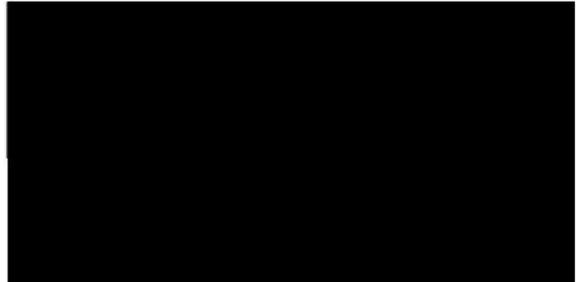
- 12.1 The Supplier shall Process Personal Data under or in connection with this Contract in accordance with the Data Protection Protocol as supplied by the Authority to the Supplier as part of this Order Form (if any).

**This Contract** has been entered into on the day and date given below:

Signed by  
for and on behalf of the Supplier



Signed by  
for and on behalf of the Authority



Date Signed: 28th Oct 2022

Date Signed: 28 Oct 2022

## NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES

### Appendix A

#### Goods Information and Pricing

Quotation Number: GB-80UE94-822-1145

Product	Quantity	Total Price (Ex Vat)
4200 TapeStation n instrument including laptop PC, software, vortexer, accessories, plastic consumables, user information and Installation and Familiarization.	1	[REDACTED]
<p>If the instrument breaks down during the warranty period the customer will contact Agilent and a support call is logged within 4 hours.</p> <p>Customer should receive a response in the form of a telephone call within 24 hours. If the instrument is deemed faulty then our engineers will arrange a replacement instrument to be sent to the customer. The customer sends the faulty instrument back to our repair centre. There will be no costs associated with the return or the replacement of the instrument. All parts and labour costs are covered by Agilent. We aim to have the instrument replaced within 48 hours after we deem it to be faulty.</p> <p>Telephone support is provided Monday to Friday 9am to 5pm.</p> <p>We do not provide onsite repairs during the warranty period as the instrument is exchanged for a replacement instrument if it breaks down.</p> <p>All software updates are provided on our website at Agilent.com and are free to download.</p>	Included	N/A
Total (GBP):		<b>£125,191.00</b>

## NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES

### Appendix B Delivery Locations

Site	Address	Point of contact
UKHSA Leeds Public Health Laboratory	Leeds Teaching Hospitals NHS Trust Old Medical School Leeds General Infirmary Thoresby Place Leeds LS1 3EX	[REDACTED]
National Collection of Type Cultures (NCTC) Public Health Laboratory	61 Colindale Avenue, London, NW9 5HT	[REDACTED]
European Collection of Authenticated Cell Cultures (ECACC) Laboratories	Porton Down, Salisbury, SP4 0JG	[REDACTED]
Birmingham Heartlands Hospital	Bordesley Green East Birmingham B9 5SS	[REDACTED]