

Order Form

Pathology and Point of Care Testing, Associated Equipment, Instruments, Consumables and Accessories and Managed Services (2019/S 212-519575)

Contract number/reference/date: C54540 () - 8 November 2021, between the Parties referred to below (the “**Contract**”)

The Parties:

- (1) Scientific Laboratories Supplies Limited, registered in England no.02577009 and having its registered office at Orchard House, The Square, Hessle, East Yorkshire. HU13 0AE (the “**Supplier**”); and
- (2) The Secretary of State for Health and Social Care, as part of Crown acting through the UK Health Security Agency House, 17 Smith Square, SW1P 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 of this Contract.
3. The Call-off Terms and Conditions which are appended to the Framework Agreement as Appendix 3a;
4. The Specification; and
5. The Framework Agreement (including its Schedules)

Any Purchase Order issued by the Authority in respect of this Contract does not form part of this Contract.

2 The Goods

The goods to be supplied under this Contract shall be provided by the Supplier to the Authority to the standard set out in the specification in Appendix A and the volumes set out in Appendix B (the “**Goods**”).

3 Contract Period and Termination

- 3.1 This Contract shall commence on 13thth December 2021 and shall expire on 30th April 2022 (the “**Contract Period**”).
- 3.2 The Authority shall be entitled to pause or terminate this agreement in part, or in whole, for convenience by the provision of no less than two-months’ notice.

4 Price of Goods and Payments

Table 1

ITEM	PRODUCT CODE	DESCRIPTION	QUANTITY	PRICE PER UNIT	TOTAL COST
1	██████████	Barcoded Stor Plate – 384 V,PP, 384 well, V bottom Plates per case: 200 Barcode 128 - Modern barcode with variable length that supports the full ASCII (0-9, a-Z and signs) character set. This barcode is commonly used and recommended for most microplate barcoding applications. Human readable: Left of barcode Sequence start: 24201 Sequence end: 84200 Fixed prefix: POOL Number of digits in counting sequence: 8	██████████	██████████	£270,000

The price (excluding VAT at the applicable rate) in respect of the Goods shall be two hundred and seventy thousand pounds (£270,000) as set out in Table 1 above (the “**Contract Price**”).

- 4.1 Any amendment or other variation to this Contract shall only be binding once it has been agreed in writing and signed by an authorised representative of both Parties.
- 4.2 The price payable for the Goods also includes the delivery cost and Supplier’s standard warranty as per Clause 7.1 of this Order Form.
- 4.3 Following receipt of the Supplier’s countersigned copy of the Contract, the Authority will send you a unique Purchase Order (“Order”) number. The Supplier must be in receipt of a valid Order number before submitting an invoice.
- 4.4 The Supplier will issue monthly a consolidated invoice to the Authority for all Goods received and accepted by the Authority at its nominated Premises and Locations. The Supplier will send all invoices to ██████████ quoting a valid Order number.
- 4.5 To avoid delay in payment it is important that the invoice is compliant and that it includes a valid Order number, Order line item number (if applicable), Order line description, proof of delivery, 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 payment.
- 4.6 In support of a valid invoice the Supplier shall provide to the Authority a signed delivery note confirming receipt of the Goods at the Authority’s nominated Warehouse or any other agreed point(s) of delivery.
- 4.7 For the avoidance of doubt the raising and issuance of the Order under this Contract shall not represent a commitment by the Authority to purchase the volume of the Goods set out in the Order (if any) nor an obligation for the Authority to pay the Supplier the Contract Price.
- 4.8 If you have any queries regarding an outstanding payment please contact ██████████

5 Goods Delivery and Risk

5.1 The Supplier shall deliver the Goods to the Authority's location stated below or any other agreed point(s) of delivery as the Authority may advise from time to time. The Authority's nominated delivery location is

██████████

██████████ ██████████

5.2 All planned deliveries need to be pre-advised to the Authority's primary delivery contact and the additional delivery contact stated below (individually or collectively be known as the "**Delivery Contact**") at least 48 hours prior to shipping.

Primary delivery contact: [REDACTED] or [REDACTED]

Additional delivery contact- [REDACTED]

5.2 Please provide the following data when notifying the Delivery Contact:

- Supplier name;
- Authority's Order Number;
- Item reference, Supplier's part code, description and quantity;
- Item / pallet / carton reference for multi-pallet / carton shipments; and
- Full detailed despatch / pack list at item level and any special instructions originally entered for Authority's Order (e.g. project).

5.3 The Delivery Contact will confirm:

- Booking reference number;
- Date and time of delivery slot (where applicable); and
- Delivery address.

5.4 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.

5.5 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.

6 Return Conditions

The Return Conditions will 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 3 (Inspection, rejection, return and recall of the Goods) of the Call Off Terms and Conditions

7 Supplementary conditions and Key Provisions

7.1 Warranty:

7.1.1 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.

7.2 Delivery Schedule and Operational Processes

- 7.2.1 The Authority and the Supplier have agreed the initial forecast set out in Appendix B (the “**Initial Forecast**”)
- 7.2.2 During the Term of the Contract, the Authority shall provide to the Supplier not less than 15 (15) Business Days before the end of each month, a volume forecast (“**Revised Forecast**”) of the Goods it expects to purchase during the following month. Any such Revised Forecast agreed between the Parties shall supersede the Initial Forecast and be delivered by the Supplier to the Authority. If the Authority fails to provide a Revised Forecast in any month, the Initial Forecast will apply and shall be delivered by the Supplier to the Authority.
- 7.2.3 As set out in Clause 3.2 of this Order Form, in the event that the Authority terminates this Contract for convenience, the Authority shall provide two months’ written notice to the Supplier. During the notice period, the Authority shall take delivery of the Goods from the Supplier stated in the Initial Forecast, or Reversed Forecast for such period.
- 7.2.4 The Authority reserves the right at its sole discretion to pause the delivery of the Initial Forecast for a maximum of two (2) months by the provision of 2 (two) months’ notice (“**Pause Forecast**”). Any such Pause Forecast agreed between the Parties shall supersede the Initial Forecast. After such pause, assuming that the Authority has not issued a termination notice, the Authority shall take the Goods stated within the Pause Forecast and the Initial Forecast for the month immediately succeeding the period of the pause.
- 7.2.5 In the event that the Authority pauses the deliveries of the Goods for the maximum of two (2) months (as set out in Clause 7.2.4 of this Order Form) without providing the required 2 (two) months’ notice, the Supplier shall hold a maximum of one (1) months’ worth of Goods in accordance with the Initial Forecast or a Revised Forecast (if previously provided by the Authority). The Authority during the pause period shall take delivery of one (1) months’ worth of the Goods in accordance with the Initial forecast or a Revised Forecast that would have been applicable during the pause period. The Supplier shall hold on behalf of the Authority 1 (one) months’ worth of the Goods that would have been delivered during the pause period. The Authority shall take delivery of such Goods no later than 2 (two) months’ after the commencement of the pause period.
- 7.2.6 Subject to Clause 3.2 of this Order Form, in the event that the Authority has not taken the volumes of the Goods stated within the Initial Forecast as a result of one or more Revised Forecast then the Authority shall take delivery of any balance left from the Supplier either upon final delivery of the Goods or by the end of the Term, whichever is the latter. For the avoidance of doubt, this Clause 7.2.6 shall not apply in the event that the Authority terminates for convenience under Clause 3.2 of this Order Form,
- 7.2.7 The Supplier shall monitor the supply chain closely and will promptly inform the Authority if the Supplier becomes aware of any disruptions the Supplier believes could impact on the delivery of the Goods in accordance with the Initial or Revised Forecast.
- 7.2.8 At least once per month, the Authority, unless otherwise agreed, will hold a call /meeting with the Supplier to determine the Authority’s current demand for the Goods. At such calls/meetings.
- i. The Authority shall review current inventory levels in accordance with the Initial Forecast for the following month and the remainder of the Contract term;
 - ii. Any Revised Forecast agreed between the Parties shall be confirmed in writing, including email, to the Supplier by the Authority’s authorised representative; and
 - iii. Discuss such matters as the parties may consider appropriate.

7.3 Indemnity

- 7.3.1 The Supplier shall indemnify the Authority in accordance with, but not limited to, any breach of Clause 10.1.21 and / or Clause 11 of the Call-Off Terms and Conditions.

8 Authority Obligations

- 8.1 The Authority's obligations are as set out in Schedule 2 - clause 7 (The Authority's obligations) of the Call-off Terms and Conditions.

9 Contract Managers

The Supplier's Contract Manager is:

Name: [REDACTED]

E-mail: [REDACTED]

Phone: [REDACTED]

The Authority's Contract Manager is:

Name: [REDACTED]

E-mail: [REDACTED]

10 Frequency of meetings

- 10.1 The Authority's Contract Manager and Supplier's Contract Manager shall meet weekly (or such other frequency as reasonably requested by the Authority to discuss the Supplier's performance and other matters connected to the delivery of the Contract).
- 10.2 At the Authority's request, 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).

11 Quality Assurance Standards for the Goods

- 11.1 The Supplier shall ensure that the ISO 9001:2015 accreditation as certified in Appendix C: ISO Certification is maintained for the Term of the Contract.

12 Requirements for Use by Dates

N/A

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

Signed by
for and on behalf of the Supplier

[REDACTED]

Signed by
for and on behalf of the Authority

[REDACTED]

Print Name:

[REDACTED]

Print Name:

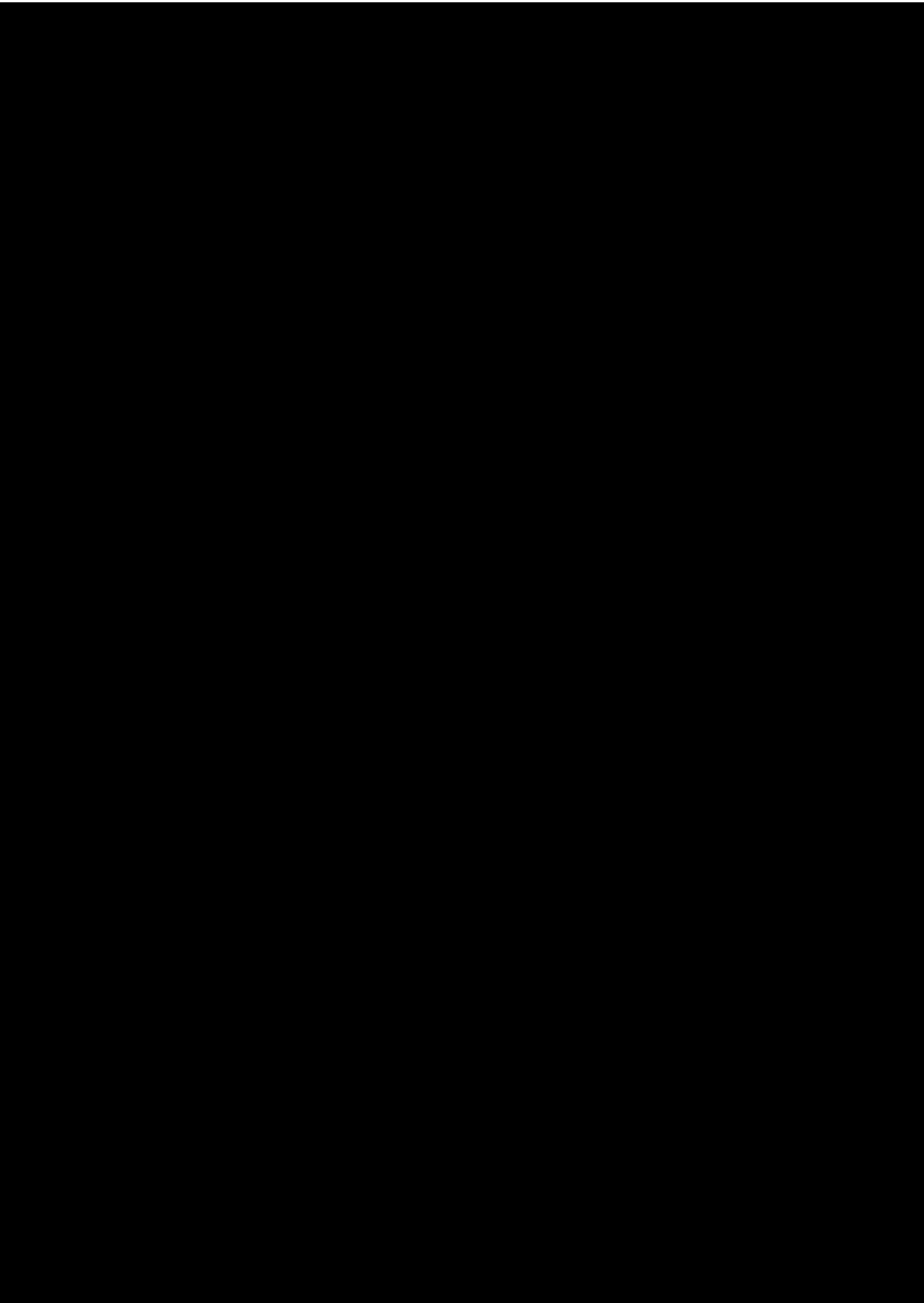
[REDACTED]

Job Title: SalesDirector

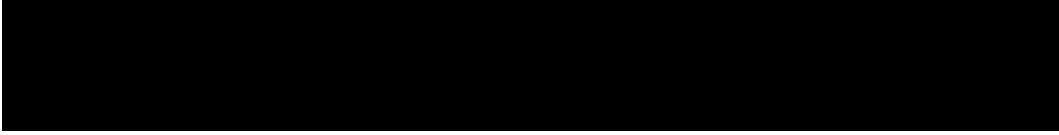
Job Title: Deputy Director, Commercial

Date of Signature: 29/11/21

Date of Signature: 1 December 2021



Appendix B - Initial Delivery Forecast



Appendix C – ISO Certification

