



Annex 2 to Schedule 6

Order Form

Order Form for the Provision of Automated Blood Pressure Monitors

FROM

Participating Authority Name and Address:	Birmingham & Solihull ICB 1 st Floor Wesleyan Colmore Circus Queensway Birmingham B4 6AR
Contact Name:	[REDACTED]
Address for invoices:	NHS BIRMINGHAM AND SOLIHULL ICB QHL PAYABLES N075 PO BOX 312 LEEDS LS11 1HP (please ensure this is clearly noted on the invoice)

TO

Supplier Name and Address:	Microlife Health Management Ltd St John's Innovation Centre, Cowley Road, Cambridge, CB4 0WS, UK
Supplier contact:	[REDACTED]

This Order Form is issued pursuant to the Participation Agreement for Automated Blood Pressure Monitors entered into by NHS England and NHS Improvement and the Supplier dated **[insert date of Participation Agreement]** (the “**Participation Agreement**”).

The Supplier shall sign and return this Order Form which shall constitute its offer to the Participating Authority. The Participating Authority shall signal its acceptance of the Supplier's offer and the formation of a Contract by counter-signing the Order Form.

A Contract is made between the Participating Authority and the Supplier on the date that this Order Form is counter-signed by the Participating Authority.

The Contract is subject to the Contract terms and conditions for the provision of Goods set out at Appendix A of the Participation Agreement (the “**Contract Terms and Conditions**”), which form part of the Contract.

In this Order Form, expressions defined in the Contract Terms and Conditions and used in this Order Form have the meaning set out in the Contract Terms and Conditions.

DETAILS OF ORDER

Participation Agreement reference	
Contract order number	[insert any order number and/or other administrative details as required by the Participating Authority]. To be quoted on all correspondence relating to this Order:
Order date	15 th April 2023
Term	The Term of the Contract shall be as set out Clause 2 of Schedule 1 of the Contract Terms and Conditions. Extension options
Financial value	100,101.52
Commencement Date	ASAP before 31 st March 2023 [insert date on which date delivery of the goods is to start - if no date is specified here, the Commencement Date will be the date of this Order]
Long Stop Date	[insert Long Stop Date – this is the date on which the Participating Authority may terminate the Contract if the Supplier has not commenced delivery of the goods – see clause 15.5.1 of Schedule 2 of the Contract Terms and Conditions. This will necessarily be a date on or after the Commencement Date (see above)]
[Additional Support and/or Delivery]	[include or attach details of any additional support and/or delivery of the Goods which is required by the Participating Authority (above and beyond that required by the Specification and/or Statement of Requirements) – see the definition of “Additional Support and/or Delivery”]
[Additional Support and/or Delivery Fees]	[include only where additional support and/or delivery of the Goods is required by the Participating Authority (see above) – the Additional Support and/or Delivery Fees are payable in respect of such support and/or development (see clause 9 of Schedule 2 of the Contract Terms)] [The Additional Support and/or Delivery Fees shall be payable by the Participating Authority to the Supplier. The Additional Support and/or Delivery Fees are included (all Microlife devices are packed in outers of 16) as calculated in accordance with the provisions of the Participation Agreement. The Supplier shall invoice the Participating Authority for the Additional Support and/or Delivery Fees Send PDF Copy of invoice to [REDACTED] by Thursday 16 th March 2023 addressed to:

	<p>NHS BIRMINGHAM AND SOLIHULL ICB QHL PAYABLES N075 PO BOX 312 LEEDS LS11 1HP</p> <p>[insert details of invoicing arrangements e.g. <i>monthly in arrears, specifying monthly amounts etc.</i>] in accordance with the Contract Terms and Conditions.</p> <p>Each invoice shall contain such information and be addressed to such individual as the Participating Authority may inform the Supplier from time to time.</p> <p>The Participating Authority shall pay each valid and undisputed invoice received in accordance with the Contract Terms and Conditions [insert payment period e.g. <i>within 30 days of the Participating Authority's receipt of the invoice</i>].</p>
Contract price	<p>The Contract Price shall be payable by [the Participating Authority] to the Supplier.</p> <p>[REDACTED]</p> <p>The Supplier shall invoice [the Participating Authority] for the Contract Price [insert details of invoicing arrangements for proposed e.g. <i>monthly in arrears specifying monthly amounts etc. / 30 days upon satisfactory delivery</i>]</p> <p>Each invoice shall contain such information, and be addressed to such individual, as is required by the Specification and/or Statement of Requirements and as [the Participating Authority] may inform the Supplier from time to time.</p> <p>[The Participating Authority] shall pay each valid and undisputed invoice received in accordance with the Contract Terms and Conditions [insert payment period e.g. <i>within 30 days of the Participating Authority's receipt of the invoice</i>].</p>
[Contract Price Restrictions]	[include details of any restrictions which may apply to the Contract Price.]
Contract deliverables / Product Details	All devices come with a M-L (22-32cm) size Cuff. 4 x AA Batteries – User Manual
Warranty options agreed	All devices come with a 5 year warranty included
Participating Authority Contract Manager	<p>[REDACTED]</p> <p>[insert details of Participating Authority's Contract Manager – see clause 3.1 of Schedule 1 of the Contract Terms and Conditions]</p>

Supplier Contract Manager	[insert details of Supplier's Contract Manager – see clause 3.1 of Schedule 1 of the Contract Terms and Conditions] [REDACTED]
Participating Authority name and address for notices	[insert Participating Authority's contact and address for notices – see clause 4.1 of Schedule 1 of the Contract Terms and Conditions] Birmingham & Solihull ICB 1 st Floor Wesleyan Colmore Circus Queensway Birmingham B4 6AR
Supplier name and address for notices	[insert Supplier's contact and address for notices – see clause 4.1 of Schedule 1 of the Contract Terms and Conditions] [REDACTED]
Progress reporting/meeting frequency	[Insert report frequency required e.g. on the first working day of each calendar month/week. Insert the meeting frequency required e.g. monthly meetings] [REDACTED]
Key staff	[REDACTED]
Key sub-contractors	[Insert details of key sub-contractors if applicable]
[Delivery Plan]	[include details of/attach any Delivery Plan to be followed by the Supplier – see clause 1.2 of Schedule 2 of the Contract Terms and Conditions] To be delivered on 24 th March 2023 (latest delivery deadline 31 st March 2023) to: [REDACTED] Please confirm delivery date so we can inform stores of delivery.
[KPIs]	[include details of/attach any KPIs (and associated service credits) which are not included in the Statement of Requirements]

BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding contract with the Participating Authority to provide to the Participating Authority the Goods specified in this Order Form incorporating the rights and obligations in the Contract Terms and Conditions.

For and on behalf of the Supplier:

Name and title	[Redacted]
Signature	[Redacted]
Date 14 th March 2023	

For and on behalf of the Participating Authority:

Name and title	[Redacted]
Signature	[Redacted]
Date	14.03.2023

Model	Quantity	Price	Total	Vat	Total
[Redacted]					
					100,101.52

Schedule 1

DPS Management Protocol

1. Background

- 1.1 The DPS for Automated Blood Pressure Monitors establishes a list of Approved Suppliers that have passed a selection process designed to test a supplier's eligibility to enter into, and capacity and capability to perform, public sector contracts of the type envisaged by this Participation Agreement as well as verifying a supplier's financial stability and professional and technical ability against an overarching technical specification / requirements..
- 1.2 The purpose of this document is to clearly set out, for all stakeholders, the framework for managing Approved Suppliers at all stages of the process, from supplier approval through to contract termination.

2. Supplier behaviour

- 2.1 By becoming an Approved Supplier through the DPS the Supplier is entering into an agreement, the Participation Agreement, with NHS England and NHS Improvement (NHSEI & NHSX). This agreement will be managed on behalf of NHSEI by the Commercial and Procurement Hub (the "**Hub**"). An effective working relationship between the Hub, Approved Supplier and other stakeholders is a key element of successful contracting. This is likely to be possible where:
 - 2.1.1 there is a shared vision for the delivery of Automated Blood Pressure Monitors, with the primary focus on what will produce the best outcomes– but backed by a commitment to deal fairly with the consequences of this vision for individual organisations;
 - 2.1.2 there is openness and transparency in sharing information, ensuring early communication of new or changed intentions, emerging problems or potential disputes;
 - 2.1.3 contractual responsibilities are taken seriously, and contractual levers and processes are used in a reasonable and proportionate way; and
 - 2.1.4 difficult discussions about financial pressures are managed in a way that focusses on actions which will genuinely remove cost or increase efficiency in the local health system as a whole, rather than producing short-term, opportunistic gains for one party at the expense of the other.

3. Supplier code of conduct

- 3.1 The Government Commercial Function [Supplier Code of Conduct](#) is intended for all those involved in the government supply chain. All Approved Suppliers are therefore expected to comply with all aspects of the Supplier Code of Conduct. As a statement of good practice it should be read both by current and aspiring suppliers to government and by their subcontractors in the supply chain. We

expect our suppliers to communicate this Supplier Code of Conduct to employees, their parent company, subsidiaries and subcontractors.

4. Periodic reviews of approved suppliers

- 4.1 Suppliers are required to provide their evidence for their self-certification at point of submission of their application.
- 4.2 The process for renewing information relating to the Selection Questionnaire is outlined in the Supplier Briefing Pack under 6.10 (Renewal of information provided). Suppliers will be required to reconfirm their status and Selection Questionnaire response on an annual basis. If an Approved Supplier ceases to meet the original exclusion or selection criteria or fails one of the mandatory exclusion grounds during the course of the DPS the Supplier will be disqualified and their Participation Agreement terminated.
- 4.3 The economic and financial standing of all Approved Suppliers will be monitored regularly using Dun and Bradstreet credit reports as part of the regular contract management duties carried out by the Hub. Where there is a decline in financial scores this will be raised with the Supplier before being escalated for re-evaluation. Where it is found that a Supplier no longer meets the financial requirements they can be disqualified from the DPS and their Participation Agreement will be terminated.

5. Requirements of suppliers

5.1 Supplier must:

- 5.1.1 attend contract management calls – the Hub will arrange engagement meetings with Approved Suppliers on a quarterly basis;
- 5.1.2 provide information where requested – NHSX and other stakeholders may request information from Approved Suppliers; it is an expectation this information will be provided within the timescales requested;
- 5.1.3 inform the Hub of any changes – Approved Suppliers must inform the Hub of any changes to ensure the most up to date information is held and shared with stakeholders - this may include for example, changes in processes, company legal structure, system capability, existing contracts, subcontractors, etc. Where an Approved Supplier's situation has changed from their original Selection Questionnaire submission, this will be assessed and they may be disqualified from the DPS if they no longer meet the requirements and their Participation Agreement terminated;
- 5.1.4 provide supplier product information sheets – in order to share the most useful information with commissioners and practices, Approved Suppliers will be asked to provide information sheets about their Automated Blood Pressure Monitors - the format for this will be shared with Approved Suppliers to ensure consistency;
- 5.1.5 comply with the terms of the Participation Agreement and, if awarded, any Contract;
- 5.1.6 reporting of call off contracts awarded .

6. Termination of Participation Agreement

- 6.1 In accordance with the Briefing Pack attached in the OJEU Advert and subject to its obligations to act in a transparent, proportionate and non-discriminatory manner, the Authority reserves the right to terminate the Participation Agreement of any Approved Supplier that:
- 6.1.1 is guilty of serious misrepresentation in relation to its expression of interest, the Selection Questionnaire response or the procurement process;
 - 6.1.2 fails to respond to the Authority's request for renewed information/(self-)certification or where a supplier's situation has changed from their original submission and no longer meets the Authority's selection criteria for admission and, in particular, where the Approved Supplier's situation has changed such that one or more of the exclusion grounds set out in Part 1 and Part 2 of the Selection Questionnaire now applies to its organisation and the Approved Supplier is unable to explain the background and any measures it has taken to rectify the situation to the reasonable satisfaction of the Authority and the Hub;
 - 6.1.3 is in breach of a Contract with a Participating Authority which has terminated the Contract as a result of such breach; or
 - 6.1.4 fails to meet the requirements set out in paragraph 5 above.
- 6.2 Where the Authority has a right to terminate under paragraph 6.1 above, at the Authority's sole discretion, the Authority may, with the assistance of the Hub, first implement a remedial process in accordance with Clause 15.3 of Schedule 2 of the Participation Agreement. The implementation of such remedial process will not remove or delay the Authority's right to terminate the Participation Agreement in accordance with Clause 15.5.6 of Schedule 2.