

**NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES – PATHOLOGY AND POINT OF CARE TESTING, ASSOCIATED EQUIPMENT, INSTRUMENTS, CONSUMABLES, ACCESSORIES AND MANAGED SERVICES REFERENCE 2019/S 212-519575**

Thermo Fisher Diagnostics Limited – Pillar 1 – Thermofisher – VTM Vials

**Order Form**

**Contract number/reference/date:** C53257/13<sup>th</sup> December 2021

**The Parties:**

- (1) Thermo Fisher Diagnostics Limited registered no. 5018976 and having its registered office at Wade Road, Basingstoke RG24 8PW (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 as Appendix 3b of the Framework Agreement.
4. The Specification; and
5. The Framework Agreement (including its Schedules).

Any purchase order issued by the Authority in respect of this Agreement does not form part of this Agreement.

**2 The Goods**

This contract is for the purchase of 30,551 packs of 72 Thermo Fisher R12505 (HHD582) VTM Vials (the "**Goods**")

The Goods shall be supplied in accordance with the following specification (the "**Specification**"):

Medium spec	Type	Viral Transport Medium (VTM)
	Quantity	3ml
Tube spec	Height (incl. cap)	100mm
	Outer diameter	16mm
	Cap capture?	-
	Cap colour	Red

**NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES – PATHOLOGY AND POINT OF CARE TESTING, ASSOCIATED EQUIPMENT, INSTRUMENTS, CONSUMABLES, ACCESSORIES AND MANAGED SERVICES REFERENCE 2019/S 212-519575**

Thermo Fisher Diagnostics Limited – Pillar 1 – Thermofisher – VTM Vials

#	Requirement	Total Volume Requirement (Sep – Mar)	Unit (for total demand)	Supplier Part Code	Total Volume Available (Sep – Mar)	Availability start date
	MART (3ml) PK/72 15.8mm x 120mm conical bottom tube		72	R12505		01.12.21

### **3 Contract Period and Termination**

- 3.1 This Contract shall commence on 13<sup>th</sup> December 2021 (“Commencement Date”) and shall, subject to clause 1.5 and unless terminated earlier, or extended, in accordance with its terms, expire on 31st March 2022 (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 one month’s in writing.
- 3.3 The Authority may extend the contract for the period 1 April 2022 to 30 September 2022, or such shorter period as the Authority may specify in the notice, (the “Extension Period”) by giving the Supplier written notice no later than 31 January 2022.

### **4 Price of Goods**

- 4.1 Subject to paragraph 7 of the Order Form, the maximum value of the Goods that can be ordered under this Contract is three million and sixty three thousand two hundred ninety one pounds and ninety nine pence (£3,063,291.99) (the “Contract Price”). Full details of the Contract Price is contained in Appendix 1 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, and is inclusive of freight and delivery charges.

### **5 Delivery and Risk:**

- 5.1 The Supplier shall deliver agreed quantities of the Goods to the testing sites set out in Appendix 3 (the “Delivery Locations”).
- 5.2 All planned deliveries shall be pre-advised by the Supplier 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:
- 5.2.1 Primary delivery contact:
- 5.2.2 Additional delivery contact: N/A
- 5.3 Please provide the following data when notifying the Delivery Contact:
- 5.3.1 Supplier name;
- 5.3.2 Authority’s Order 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 despatch / 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;

**NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES – PATHOLOGY AND POINT OF CARE TESTING, ASSOCIATED EQUIPMENT, INSTRUMENTS, CONSUMABLES, ACCESSORIES AND MANAGED SERVICES REFERENCE 2019/S 212-519575**

Thermo Fisher Diagnostics Limited – Pillar 1 – Thermofisher – VTM Vials

- 5.4.2 Date and time of delivery slot (where applicable); and
- 5.4.3 Delivery address.
- 5.5 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.
- 5.6 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.
- 5.7 The Authority may refuse unscheduled deliveries. In such event, the Supplier rearrange deliver utilising the delivery process set out in this Clause 5.

## **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 The Supplier shall provide a 12 (twelve) month warranty which shall commence from the date of delivery in accordance with Clause 10 of the Call-Off Terms and Conditions.
- 7.1.2 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.

### **7.2 Ordering Process:**

- 7.2.1 On execution of the Contract, the Authority shall submit to the Supplier a purchase order for the sum of (£3,063,291.99 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, the Goods shall be called off by the Authority against the Purchase Order in accordance with the ordering process in this Clause 7.2.
- 7.2.2 The Authority shall provide the Supplier with an indicative forecast (set out in Appendix 2 of this Order Form) detailing the Authority's best estimate of the next fifteen weeks rolling forecast (the "**Indicative Forecast**"). Deliveries for weeks one to four inclusive, of the Indicative Forecast will be binding on the Authority and the Supplier. The Authority shall order, and the Supplier shall deliver, the volumes of the Goods in accordance with weeks one to four inclusive of the Indicative Forecast unless otherwise agreed by the Parties.
- 7.2.3 The Authority shall submit an updated Indicative Forecast on a weekly basis. If the Authority fails to make such update in any week, the forecast for the immediately preceding week shall apply.
- 7.2.4 At the Contract Management meeting organised by the Authority every week, the Parties shall hold a call to



**NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES – PATHOLOGY AND POINT OF CARE TESTING, ASSOCIATED EQUIPMENT, INSTRUMENTS, CONSUMABLES, ACCESSORIES AND MANAGED SERVICES REFERENCE 2019/S 212-519575**

Thermo Fisher Diagnostics Limited – Pillar 1 – Thermofisher – VTM Vials  
determine the Authority's current demand for the Goods and the delivery schedule. At such meetings, the Parties shall:

- (i) review the volume of Goods to be delivered for the following week;
- (ii) review the Indicative Forecast;
- (iii) review current inventory levels; and
- (iv) discuss such other matters as the Parties may consider appropriate.

- 7.2.5 The Supplier shall, in accordance with the Indicative Forecast: (a) store [REDACTED] weeks of stock in their facilities for the Authority; or (b) if less than [REDACTED] weeks remain to the end of this Contract, any stocks left as required by the remaining weeks of the Indicative Forecast prior to Contract expiry. (Indicative [REDACTED] weeks stock holding set out in Appendix 2 of this Order Form)
- 7.2.6 If the Authority wishes to bring forward delivery of any quantity of the Goods set out within the Indicative Forecast, the Authority can issue an order to the Supplier, and the Supplier shall deliver, some or all [REDACTED] weeks stocks held at the Supplier's facility in the UK.
- 7.2.7 Where the Authority wishes to bring forward a delivery of Goods, the Supplier shall deliver the Goods held in its UK facility within 7 working days of the Authority's order.
- 7.2.8 Where, to meet the Authority's order to bring forward delivery under this paragraph, the Supplier has to manufacture Goods, the lead-time for delivery shall be [REDACTED] week from the Authority placing the order.
- 7.2.9 If the Authority requires additional Goods above the total number of Goods set out in table in Appendix 1, the Authority shall be entitled (but not obliged) to order such additional volumes as the Authority requires under the same terms set out in this Contract. The Supplier shall use its best endeavours to fulfil any Authority orders for such additional Goods.
- 7.2.10 In the event of the Contract's expiry or earlier termination for whatever reason, the Supplier shall be entitled to ship remaining stock held by the Supplier for the Authority at the Authority's request.
- 7.2.11 The Parties agree that notwithstanding submission of the Purchase Order 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 the Indicative Forecast. For the avoidance of doubt, the Authority is not committed to purchase Goods up to the value of the Contract Price.

### **7.3 Invoicing Terms**

- 7.3.1 Payment terms are net 30 days from receipt of a valid invoice.
- 7.3.2 Within 10 Business Days of receipt of the Supplier's countersigned copy of the Contract, the Authority will send a unique purchase order ("PO") number. The Supplier must be in receipt of a valid PO number before submitting an invoice.
- 7.3.3 The Supplier shall provide a consolidated monthly invoice to the Authority for all Goods delivered to and accepted by the Authority each month.
- 7.3.4 All invoices must be sent for approval and must include the proof of delivery to the Authority's designated finance mailbox e-mail: [REDACTED] and their agreed representative before being submitted for payment.
- 7.3.5 All invoices must be sent quoting a valid purchase order number. The Supplier shall provide a current statement of accounts on a monthly basis; this is a standard commercial process and should show all invoices raised and amounts outstanding.

**NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES – PATHOLOGY AND POINT OF CARE TESTING, ASSOCIATED EQUIPMENT, INSTRUMENTS, CONSUMABLES, ACCESSORIES AND MANAGED SERVICES REFERENCE 2019/S 212-519575**

Thermo Fisher Diagnostics Limited – Pillar 1 – Thermofisher – VTM Vials

- 7.3.6 The Supplier shall provide compliant invoices that includes, 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. Noncompliant invoices will be sent back to the Supplier, which may lead to a delay in a payment.
- 7.3.7 In support of Goods being delivered the Supplier shall provide to the Authority a signed delivery note confirming receipt of the Goods at the Authority's nominated Delivery Locations.
- 7.3.8 Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to: [payables@phe.gov.uk](mailto:payables@phe.gov.uk).
- 7.3.9 The Authority shall have the right to audit Supplier stock at any time on not less than 5 business days notice. The Parties shall be responsible their own expenses or costs that occur as part of any of these audits.

**8 Authority Obligations**

The Authority shall accept or reject the Goods promptly following the Supplier's delivery

**9 Contract Managers**

The Suppliers Contract Managers are:

[REDACTED]

E-mail: [REDACTED]

Phone: [REDACTED]

The Authority's Contract Manager is:

[REDACTED]

E-mail: [REDACTED]

Phone:

**10 Frequency of meetings**

- 9.7 The Authority's Contract Manager (or their delegate) 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.
- 9.8 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). The Contract Managers shall meet no less than monthly to discuss the operation of this Contract.
- 9.9 Contract management meeting will be set up to monitor the following:
- Delivery KPI's delivery on time and in full;
  - Stock Level held by the Supplier at the Authority's request;

**NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES – PATHOLOGY AND POINT OF CARE TESTING, ASSOCIATED EQUIPMENT, INSTRUMENTS, CONSUMABLES, ACCESSORIES AND MANAGED SERVICES REFERENCE 2019/S 212-519575**

Thermo Fisher Diagnostics Limited – Pillar 1 – Thermofisher – VTM Vials

- The Indicative Forecast;
- Issues;
- Invoicing; and
- Any other business.

**11 Quality Assurance Standards for the Goods**

- 11.1 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.

**12 Requirements for Use by Dates**

- 12.1 The Supplier shall ensure that the Goods have an expiry date of at least [REDACTED] months following the date of delivery by the Supplier.

**13 Data Protection Protocol**

- 13.1 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** [REDACTED]  
for and on behalf of the Supplier

Print Name: [REDACTED]

Job Title: [REDACTED]

Date of Signature: 16.../12.../2021

**Signed by** [REDACTED]  
for and on behalf of the Authority

Print Name: [REDACTED]

Job Title: [REDACTED]

Date of Signature: 3 December 2021

**NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES – PATHOLOGY AND POINT OF CARE TESTING, ASSOCIATED EQUIPMENT, INSTRUMENTS, CONSUMABLES, ACCESSORIES AND MANAGED SERVICES  
REFERENCE 2019/S 212-519575**

Thermo Fisher Diagnostics Limited – Pillar 1 – Thermofisher – VTM Vials

**Order Form Appendices**

**Appendix 1  
Goods Information and Pricing**

#	Requirement	Supplier Part Code	Specification Provided	Supplier Unit	Cost per unit	Total Costs	Total Volume Available (Sep - Mar)
	MART (3ml) PK/72 15.8mm x 120mm conical bottom tube	R12505	Yes	72		£ 3,054,794.49	

Week Commencing	Number of Packs requested to be delivered as part of Schedule	Freight Charge
29/11/2021		
13/12/2021		
20/12/2021		
27/12/2021		
03/01/2022		
10/01/2022		
17/01/2022		
24/01/2022		
31/01/2022		
07/02/2022		
14/02/2022		
21/02/2022		
28/02/2022		
07/03/2022		
14/03/2022		

**NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES – PATHOLOGY AND POINT OF CARE TESTING, ASSOCIATED EQUIPMENT, INSTRUMENTS, CONSUMABLES, ACCESSORIES AND MANAGED SERVICES  
REFERENCE 2019/S 212-519575**

Thermo Fisher Diagnostics Limited – Pillar 1 – Thermofisher – VTM Vials

**Appendix 2**

**Indicative Forecast & Thermo Fisher Stock Holding a [REDACTED] weeks to indicative forecast**

Estimated Initial Weekly Twelve Week Rolling Forecast

Initial Indicative 12 Week Demand Forecast																
Weeks	Indicative Total	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Thermofisher R12505 (HHD582) Vial	[REDACTED]	[REDACTED]														
		packs of 72)	packs of 72)	packs of 72)	packs of 72)	packs of 72)	packs of 72)	packs of 72)	packs of 72)	packs of 72)	packs of 72)	packs of 72)	packs of 72)	packs of 72)	packs of 72)	packs of 72)

Estimated Initial forecast based on average spread of deliveries but shall be formally agreed between the parties before first delivery.

**Thermo Fisher Estimated [REDACTED] week stock holding related to clause 7.2.5**





**NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES  
OF CARE TESTING, ASSOCIATED EQUIPMENT, INSTRUMENTS, CONSUMABLES, ACCESSORIES  
REFERENCE 2019/S 212-519575**

Thermo Fisher Diagnostics Limited – Pillar 1 – Thermofisher – VTM Vials

Week Commencing	Thermo Fisher Indicative Stock Holding (Packs)
<b>December</b>	
13/12/2021	■
20/12/2021	■
27/12/2021	■
<b>January</b>	
03/01/2022	■
10/01/2022	■
17/01/2022	■
24/01/2022	■
31/01/2022	■
<b>February</b>	
31/01/2022	■
07/02/2022	■
14/02/2022	■
21/02/2022	■
<b>March</b>	
07/03/2022	■
14/03/2022	■
21/03/2022	■

\* Point at which ■ week stock holding in line with indicative forecast is expected to be achieved

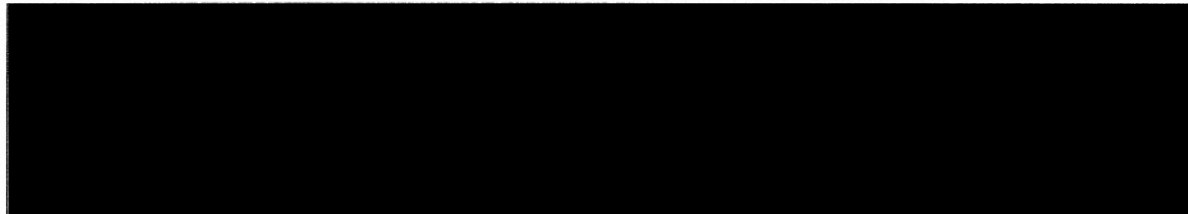


**NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND  
SERVICES – PATHOLOGY AND POINT OF CARE TESTING, ASSOCIATED  
EQUIPMENT, INSTRUMENTS, CONSUMABLES, ACCESSORIES AND MANAGED  
SERVICES REFERENCE 2019/S 212-519575**

Thermo Fisher Diagnostics Limited – Pillar 1 – Thermofisher – VTM Vials

**Appendix 3a**

**Delivery Locations**



**Appendix 3b** Thermo Fisher Diagnostics Limited – Pillar 1 – Thermofisher – VTM Vials

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