

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

Order Form

NHS Supply Chain Pathology & Point of Care Testing, Associated Equipment, Instruments, Consumables, Accessories & Managed Service Framework Agreement – OJEU Ref – 2019/S 212-519575

Contract number: CCR850/URN - PTH-21-35-8275 – [REDACTED]

[REDACTED] - between the parties referred to below (the "**Contract**")

The Parties:

- (1)** VWR International Limited registered in England and Wales no. 1932827 and having its registered office at Hunter Boulevard, Magna Park, Lutterworth, Leicestershire, LE17 4XN (the "**Supplier**"); and
- (2)** The Secretary of State for Health and Social Care, acting as part of the Crown of 39 Victoria Street, Westminster, London SW1H 0EU (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 as Appendix 3b;
- 4. The Specification; and
- 5. The Framework Agreement (including its Schedules).

2 The Goods

The Goods to be supplied under this Contract by the Supplier shall be as stated in Table 1 of section 4 - Price of Goods and Appendix A - Specification of Goods ("Appendix A").

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

3 Contract Period and Termination

3.1 This Contract shall commence on 23rd September 2021 ("**Commencement Date**") and shall unless and until terminated earlier in accordance with its terms, expire on 31st October 2021 (the

"**Term**"). The Authority shall be entitled to extend the Term for up to a further six months in accordance with Clause 15.2 of the Call-off Terms and Conditions.

3.2 Without prejudice to any other right of termination set out in this Contract, the Authority may terminate this contract for convenience in part or in total by giving to the Supplier not less than five working days prior written notice.

4 Price of Goods

4.1 The price (excluding VAT at the applicable rate) in respect of the Goods (the "Contract Price") shall be as follows:

Table 1

Supplier Product Code	Manufacturer's Product Code	Product Description	Unit Price ex VAT (incl Del)	Quantity	Total Price
██████	██████	Finnpipette F2 100-1000ul manual single channel pipettor	██████	█	██████
██████	██████	Finnpipette FP Novus 100-1000ul electronic single channel pipettor	██████	█	██████
██████	██████	Finnpipette F1 30300ul manual 8channel pipettor	██████	█	██████
██████	██████	Finnpipette Novus 30-300ul electronic 8-channel pipettor	██████	█	██████
██████	██████	Finnpipette F2 10-100ul manual single channel pipettor	██████	█	██████
██████	██████	Finnpipette FP Novus 10-100ul electronic single channel pipettor	██████	█	██████

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

██████	██████	Finnpipette F2 10100ul manual 8channel pipettor	██████	█	██████
██████	██████	Finnpipette F1 1- 10ul manual single channel pipettor	██████	█	██████
██████	██████	Finnpipette F2 0.2- 2ul manual single channel pipettor	██████	█	██████
██████████	█	Pipette UKAS Calibration (█ x Single Channel, █ x multi channel, 1x ██████ shipping)		█	██████
			Total Price (Ex. VAT)		£39,681.92

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

- 4.2. The Contract Price excludes VAT and any other applicable taxes.
- 4.3. 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
- 4.4. The Contract Price above is inclusive of sea freight and delivery charges to the Authority's nominated delivery location or any other point(s) of delivery (as detailed in section 5: Delivery and Risk).
- 4.5. All invoices must be send quoting a valid purchase order number to:
[REDACTED]
- 4.6. Within 10 Business Days of receipt of your countersigned copy of the Contract, we will send you a unique Order number (the "Order Number").
- 4.7. You must be in receipt of a valid Order Number before submitting an invoice.
- 4.8. All invoices must be sent quoting a valid purchase order number. Every payment request must be accompanied by a current statement of accounts; this is a standard commercial process and should show all invoices raised and amounts outstanding.
- 4.9. Copy invoices requiring payment must be sent with all statement of accounts with supporting documents. The minimum supporting documents required are an invoice and packing list.
- 4.10. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager as stated at 9.2).
- 4.11. Non- compliant invoices will be sent back to you, which may lead to a delay in payment.
- 4.12. If you have a query regarding an outstanding payment please contact our Accounts Payable section by email to [REDACTED]

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

5 Delivery and Risk:

- 5.1. The Supplier shall deliver the Goods as a single delivery by no later than 31st October 2021 to the following delivery location ([REDACTED])

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- 5.2. Please mark deliveries for the attention of [REDACTED].
- 5.3. An Advanced Shipping Notice will need to be completed in order to schedule a delivery slot on the site. The lab is situated within a live construction site at the moment so it is essential that deliveries are booked in. In the absence of a booked slot, deliveries may be turned away.
- 5.4. All planned deliveries need to be pre-advised to [REDACTED] Logistics Team at least 48 hours prior to shipping.

Contact emails:

[REDACTED]
[REDACTED]

- 5.5. Please provide the following data when notifying the MegaLab logistics team:
- 5.5.1. Supplier Name
 - 5.5.2. Authority's Order Number
 - 5.5.3. Item reference, Supplier's part code, description and quantity
 - 5.5.4. Item / pallet / carton reference for multi-pallet / carton shipments
 - 5.5.5. Full detailed despatch / pack list at item level and any special instructions originally entered for Authority's Order (e.g. project)
- 5.6. MegaLab logistics team will confirm:
- 5.6.1. Booking reference number
 - 5.6.2. Date and time of delivery slot (where applicable)
 - 5.6.3. Delivery address.
- 5.7. Delivery shall occur when the Goods are unloaded at the delivery location set out above.
- 5.8. Risk will pass to the Authority in accordance with Schedule 2 - clause 2.2 (Delivery of the Goods and passing of risk and ownership in the Goods) of the Call Off Terms and Conditions.

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

6 **Return Conditions**

The Return Conditions will be as follows:

Will the Supplier be responsible for collecting the Goods (instead of the usual position where the Authority is required to return them to the Supplier)? YES/~~NO~~ *(delete as appropriate)*

Which Party is to be responsible for the costs of returning/collecting the Goods: SUPPLIER / ~~AUTHORITY~~ *(delete as appropriate)*

In accordance with clause 4.2 of the Call-off Terms and Conditions the Authority will inspect the Goods within 10 Business Days following delivery.

Return Conditions shall be in accordance with clause 4 (Inspection, rejection, return and recall of the goods) of the Call off Terms and Conditions.

7 **Supplementary conditions and Key Provisions**

The following additional terms shall apply:

- 7.1 **Warranty:** The Supplier shall provide a 12 (twelve) month warranty in accordance with Clause 10 of the Call-Off Terms and Conditions.
- 7.2 Subject to 7.1 the following warranty terms shall apply:
- a) The Supplier warranty shall commence from the date the delivery note is signed confirming receipt.
 - b) The Supplier will at its sole discretion repair or replace the Goods which are shown to be Defective Goods.
 - c) Delivery of the Goods shall be considered to have occurred when the Authority representative has signed delivery note confirming receipt.
- 7.3 On entering into the Contract, the Authority shall raise an Order with the Supplier to cover the order value as per the prices in section 4 of this Order Form. For the avoidance of doubt the raising and issuance of the Order under this section 7.1 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 full value of the Order issued in accordance with clause 3.2 above.
- 7.4 The Authority acknowledges that there are potential supply constraints in respect of the Goods and availability thereof. The Supplier shall use best endeavors to overcome such constraints and thereby minimise, if not, mitigate any impact on the Authority of such constraints.

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

8 Authority Obligations

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

9 Contract Managers

9.1 The Suppliers Contract Manager is:

[REDACTED]

9.2 The Authority's Contract Manager is:

[REDACTED]
[REDACTED]

9.3 For the purposes of clause 27.1 of the Call-off Terms and Conditions notices shall be sent to:

For the Supplier:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

For the Authority:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

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

10 Frequency of meetings

The frequency of the meetings will be weekly.

11 Quality Assurance Standards for the Goods

The quality assurance standards set out below shall apply to the Goods:

The Supplier shall ensure that all the Goods shall be certified to meet the following international standards.:

- ISO 9001
- ISO 14001

Copies of the manufacturer's certificates are enclosed in Appendix B – Manufacturer's ISO Accreditations.

All Goods provided by the Supplier shall be supplied with an ISO 8655 calibration certificate.

All Goods provided by the Supplier under this Order Form shall be UKAS (ISO 17025) calibrated to 5 repeats of gravimetric assessment at 3-points at a UKAS (ISO 17025) accredited facility. Certification confirming such UKAS (ISO 17025) accreditation standards have been met shall be provided by the Supplier with the Goods when delivered to the Authority.

The Goods are not permitted to carry the CE IVD mark as they are for general laboratory use only and are not specifically intended to be used for in vitro diagnostic examination.

12 Requirements for Use by Dates

Not Applicable.

13 Data Protection Protocol

Not Applicable

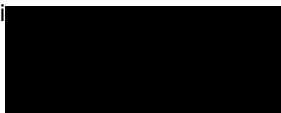
The Supplier shall Process Personal Data under or in connection with this Contract in accordance with the Data Protection Protocol as supplied by the Authority to the Supplier as part of this Order Form (if any).

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

Signed by
behalf of the Supplier

for and on

Signed by
for and on behalf of the Authority




Print Name:



Print Name:



Job Title:

Job Title:



Date of Signature:

Date of Signature: 17.09.21

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

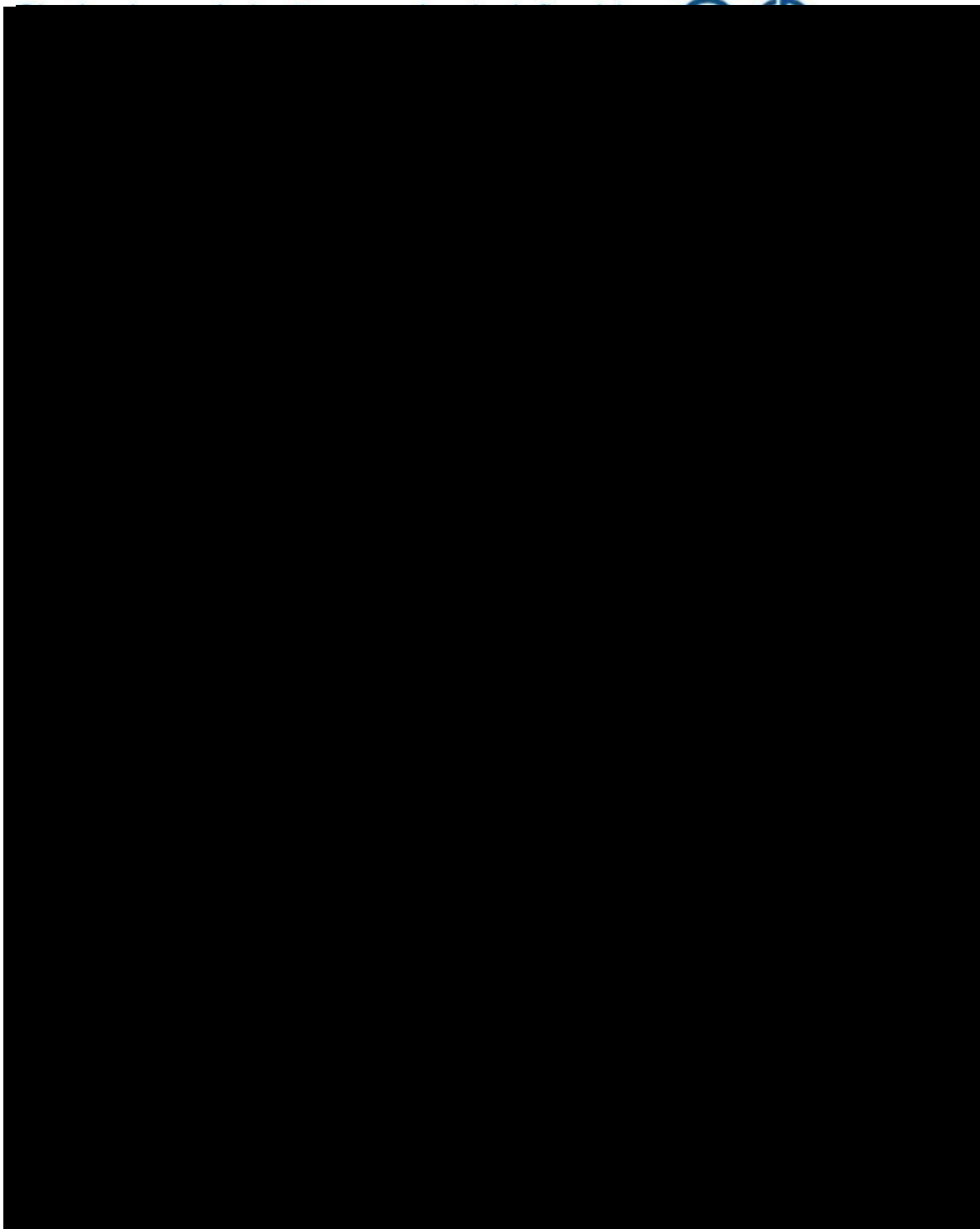
Appendix A – Specification of Goods

The Supplier is to supply, calibrate and deliver the following equipment:

Product #	Supplier Product Code	Supplier MPC	Product Description
1			Finnpipette F2 100-1000ul manual single channel pipettor
2			Finnpipette FP Novus 100-1000ul electronic single channel pipettor
3			Finnpipette F1 30-300ul manual 8-channel pipettor
4			Finnpipette Novus 30-300ul electronic 8-channel pipettor
5			Finnpipette F2 10-100ul manual single channel pipettor
6			Finnpipette FP Novus 10-100ul electronic single channel pipettor
7			Finnpipette F2 10-100ul manual 8-channel pipettor
8			Finnpipette F1 1-10ul manual single channel pipettor
9			Finnpipette F2 0.2-2ul manual single channel pipettor

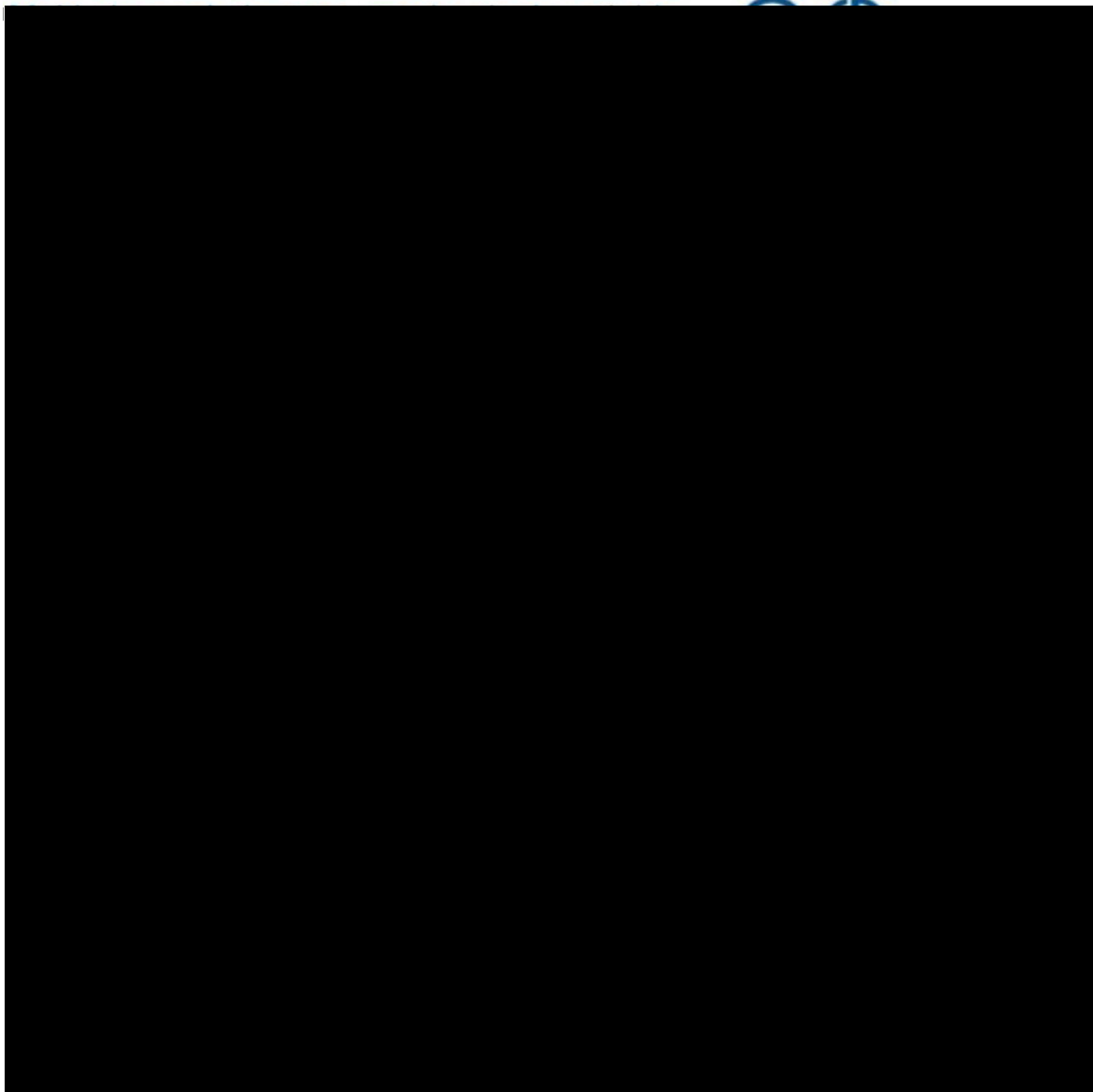
NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES

Product # 1, 5, 9 Specifications



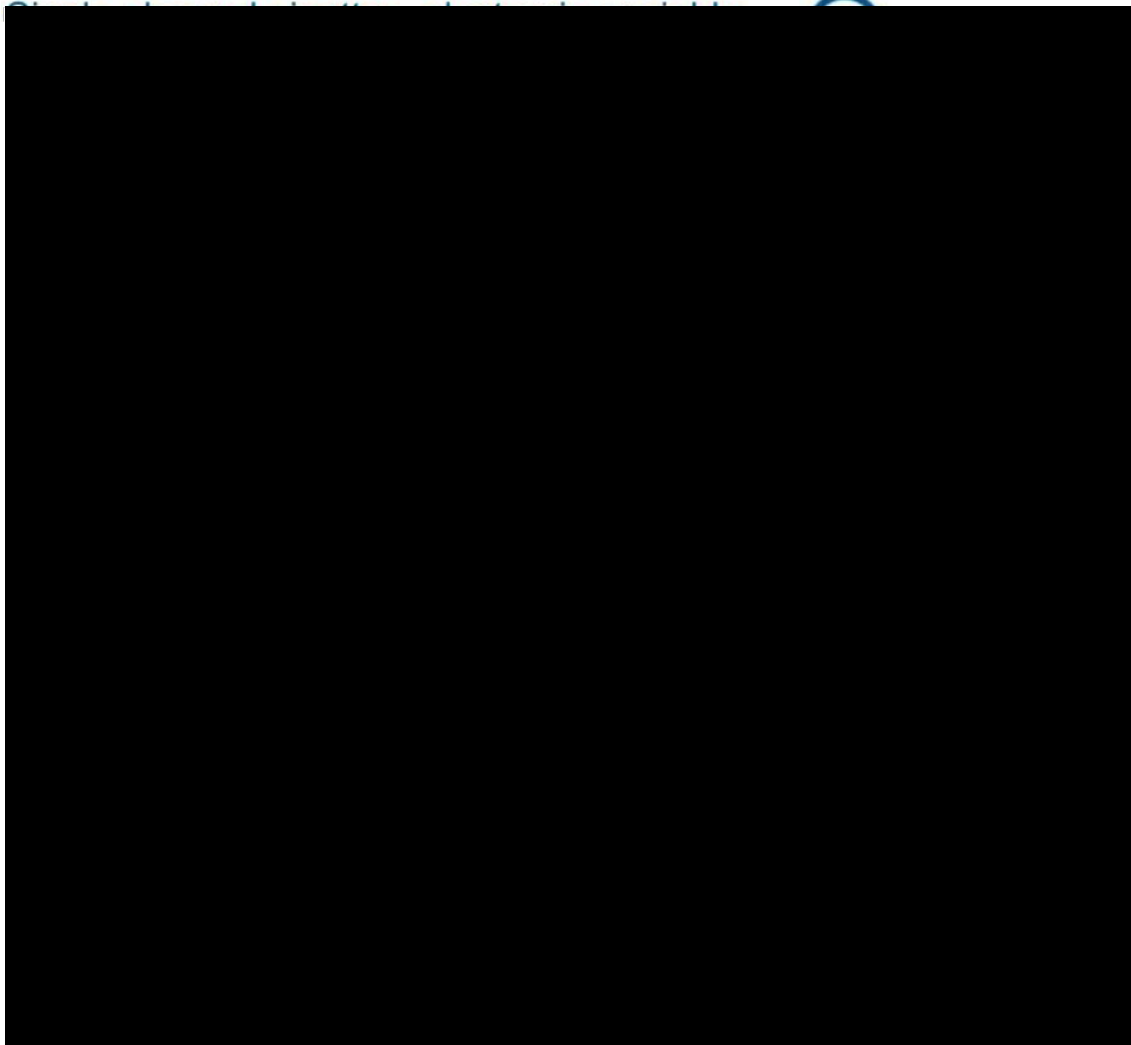
NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES

Product # 7 Specifications



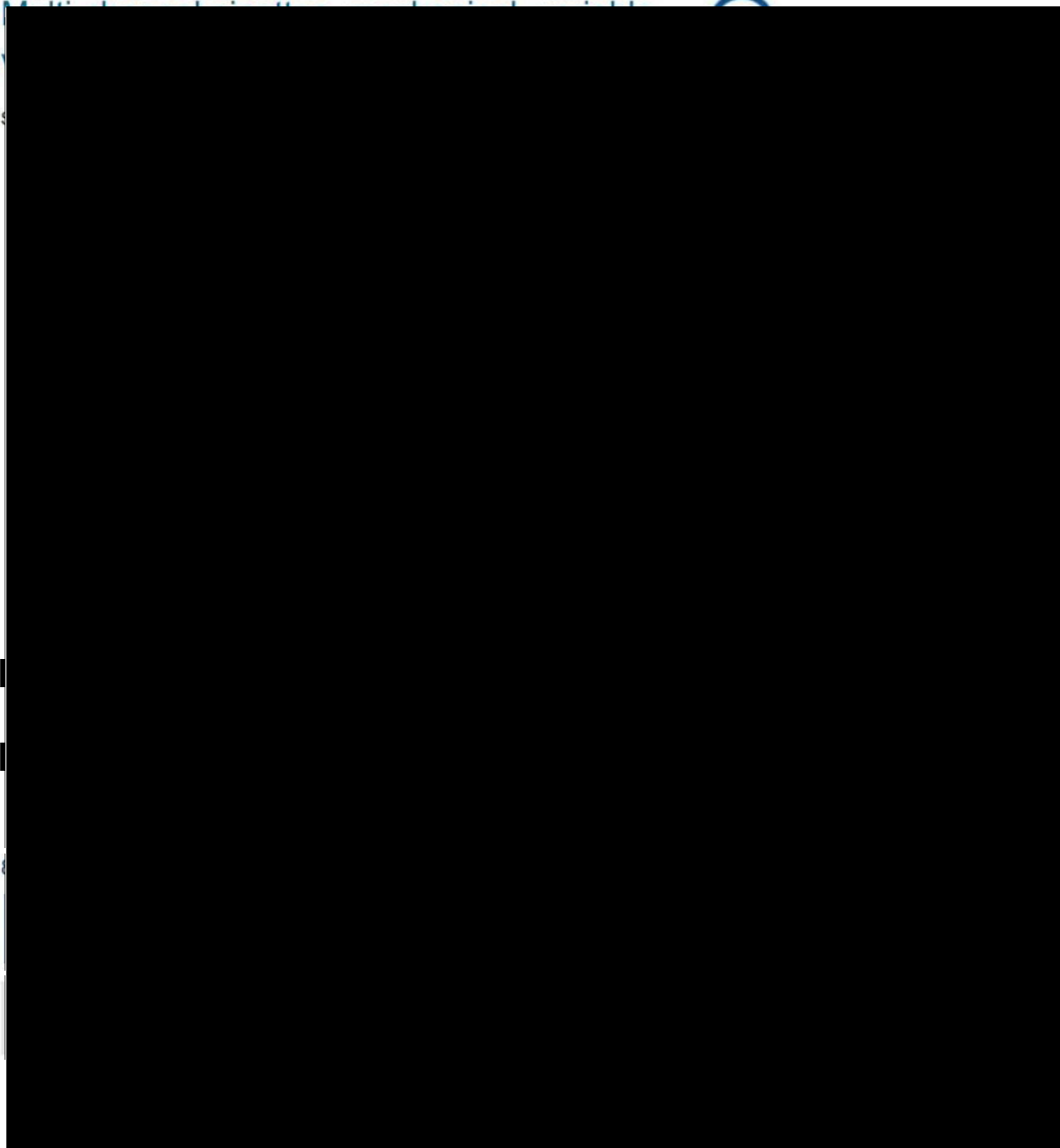
NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES

Product # 2, 6 Specifications



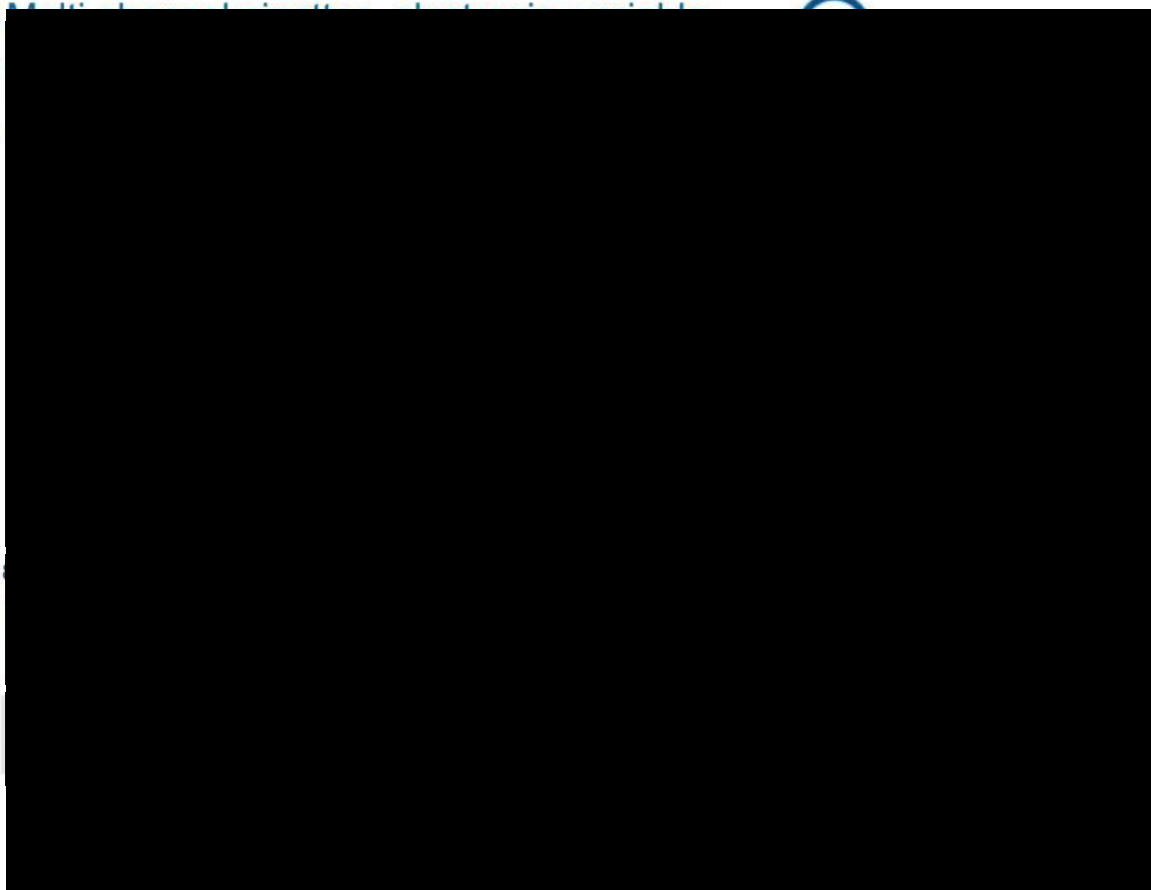
NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES

Product # 3 Specifications



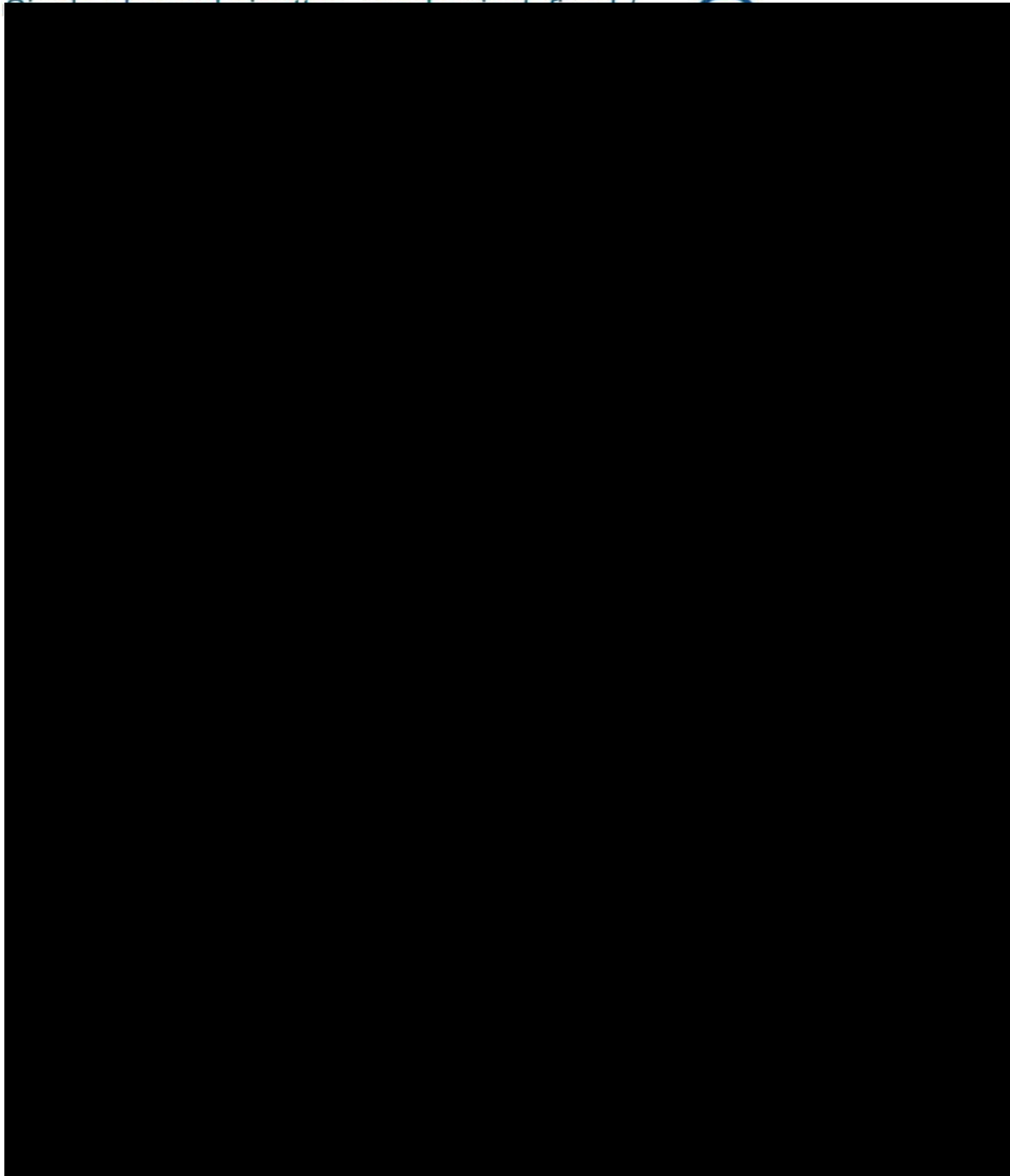
NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES

Product # 4 Specifications



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

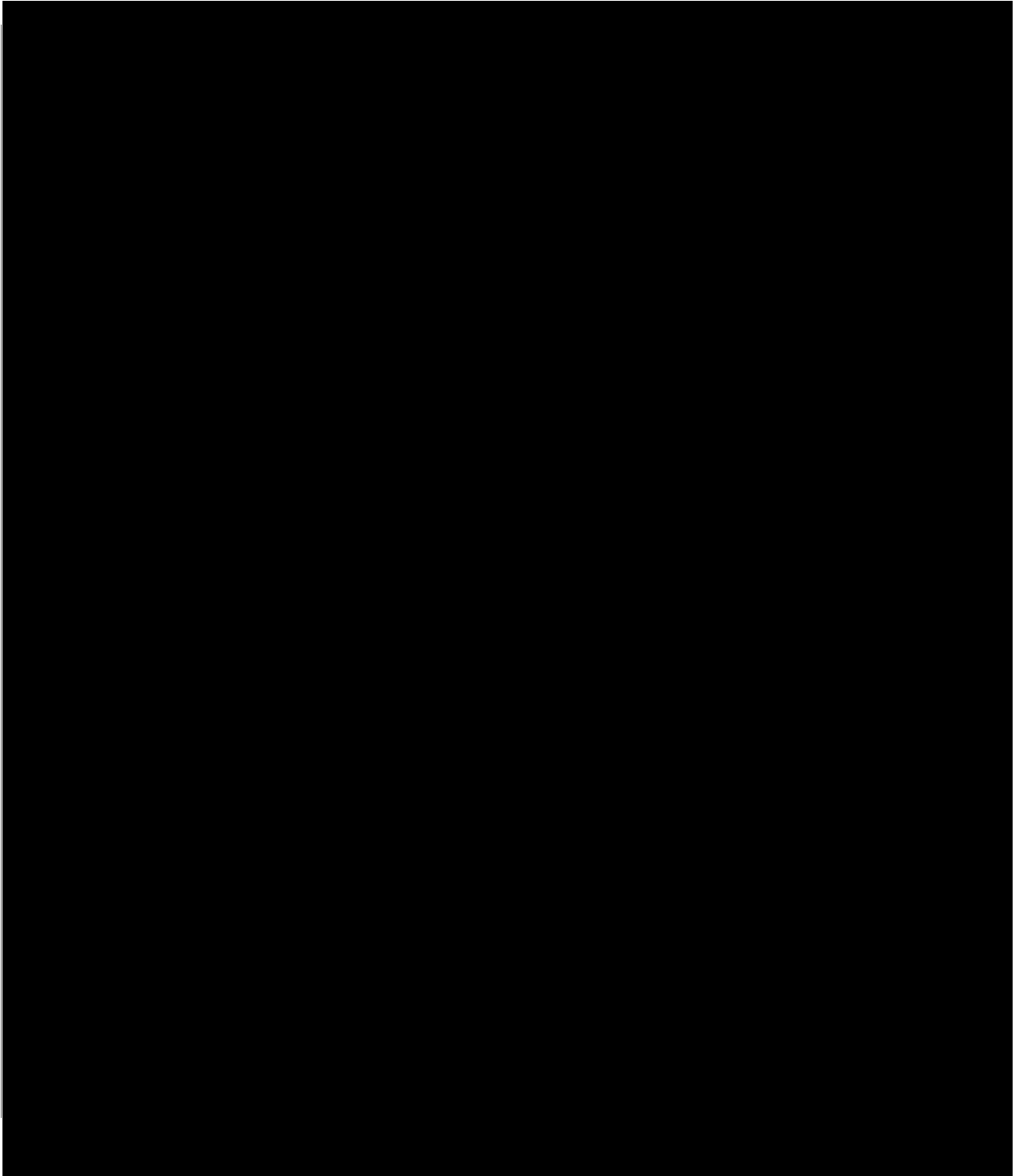
Product # 8 Specifications



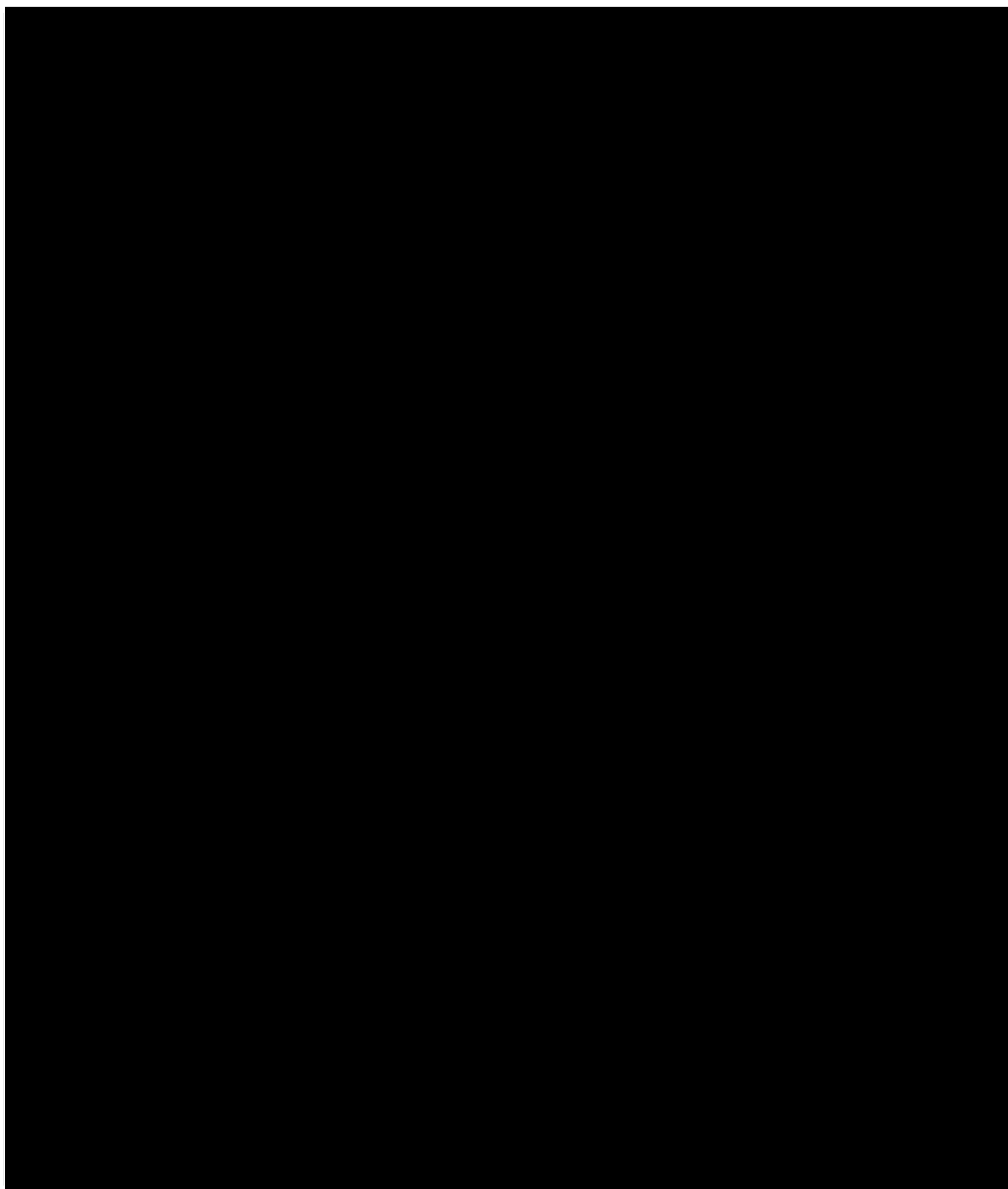
NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES

Appendix B – Manufacturer's ISO Accreditations

ISO 9001:2015 – Quality Management System

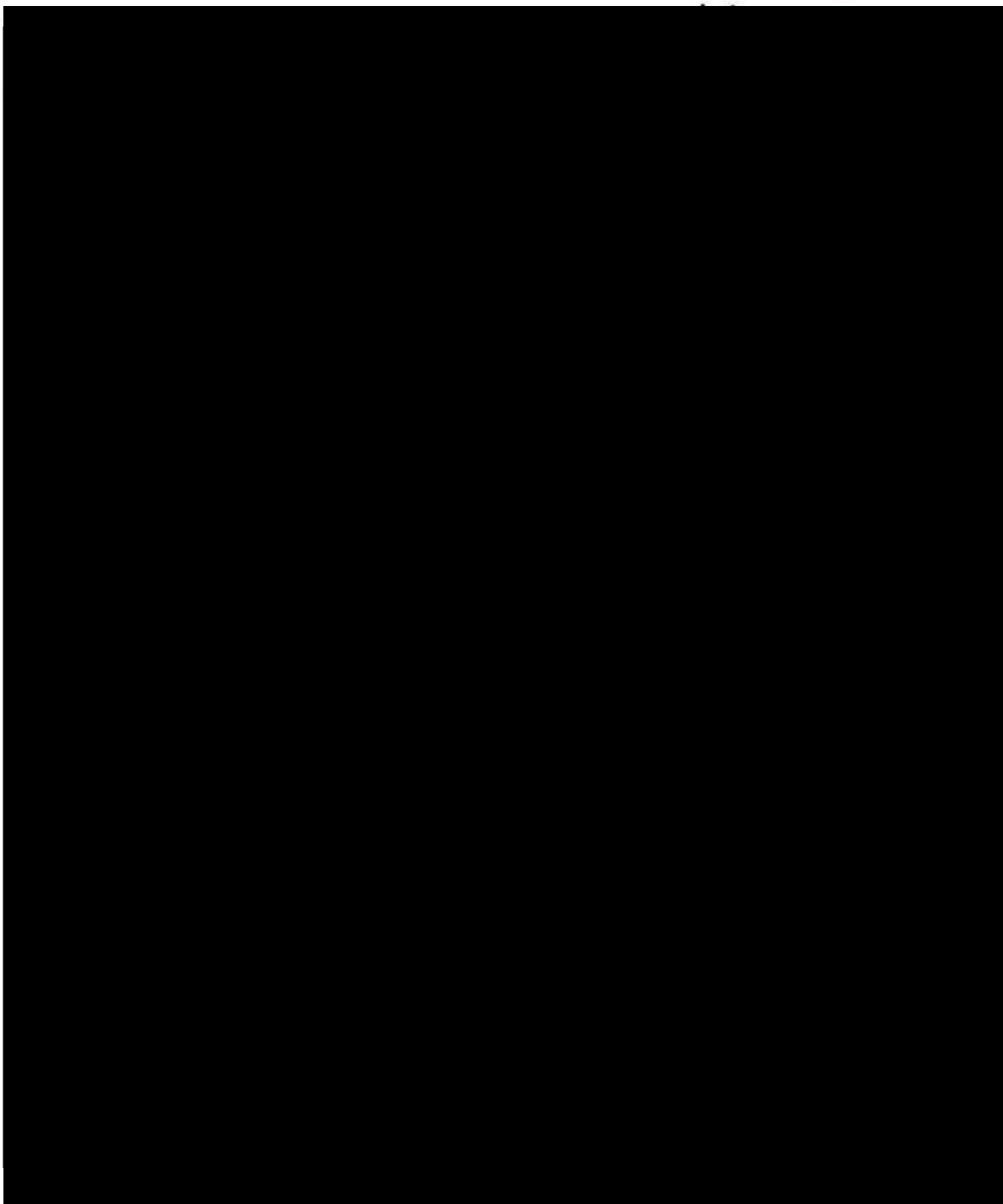


NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES



ISO 14001:2015 – Environmental Management System

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



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

