

**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**

Supply of [REDACTED] vials by [REDACTED] Thermofisher for [REDACTED]

**Order Form**

**Contract number/reference/date:** C57064/ 7<sup>th</sup> February 2022

**The Parties:**

- (1) Thermo Fisher Scientific T/A Sterilin registered no. 06512031 and having its registered office at Parkway Building, Parkway, Pen-y-Fan Industrial Estate, Newport NP11 3EF (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 and not this Order Form.
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 [REDACTED] (each pack contain [REDACTED] vials) of [REDACTED] (a total volume of [REDACTED]) (the "**Goods**")

The Goods shall be supplied in accordance with the following specification as further detail in Appendix 4 (the "**Specification**"):

**3 Contract Period and Termination**

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- 3.1 This Contract shall commence on 7<sup>th</sup> February 2022 ("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 shall be entitled to pause or terminate this contract, in whole or in part, for convenience by giving the Supplier not less than 14 days 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 28<sup>th</sup> February 2022.

#### **4     Price of Goods**

- 4.1 Subject to paragraph 7 of this Order Form, the maximum value of the Goods that can be ordered under this Contract is forty-one thousand seven hundred and thirteen pounds and fifty pence (£41,713.50), including delivery to [REDACTED] (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, but 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 3a (the "Delivery Locations").
- 5.2 The Supplier shall deliver the Goods in accordance with the initial delivery schedule as detailed in the Appendix 3b of this Order Form.
- 5.3 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:
- 5.3.1 Primary delivery contact: [REDACTED]
- 5.3.2 Additional delivery contact: N/A
- 5.4 The Supplier shall provide the following data when notifying the Delivery Contact:
- 5.4.1 Supplier name;
- 5.4.2 Authority's Order Number;
- 5.4.3 Item reference, Supplier's part code, description and quantity;
- 5.4.4 Item / pallet / carton reference for multi-pallet / carton shipments; and
- 5.4.5 Full detailed despatch / pack list at item level and any special instructions originally entered for Authority's Order (e.g. project).
- 5.5 The Delivery Contact will confirm:
- 5.5.1 Booking reference number;
- 5.5.2 Date and time of delivery slot (where applicable); and
- 5.5.3 Delivery address.
- 5.6 The Supplier shall ensure that all Goods are labelled with the PO number, product description, part number, volume, batch number, storage requirements and barcode.
- 5.7 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.

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- 5.8 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.
- 5.9 The Authority may refuse unscheduled deliveries. In such event, the Supplier shall rearrange delivery 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

**7.2 Ordering Process:**

- 7.2.1 Following execution of the Contract, the Authority shall submit to the Supplier a purchase order for the sum of (£41,713.50 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 two months 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 Goods fortnightly unless otherwise agreed by the Parties.

7.2.3

- 7.2.4 At the Contract Management meeting organised by the Authority every week, the Parties shall hold a call to determine the Authority's current demand for the Goods and delivery schedule. At such meetings, the Parties shall:

7.2.5

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- [REDACTED]
- 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 of four (4) 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 1 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 [REDACTED]
- 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.
- 7.3.6 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.
- 7.3.7 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.
- 7.3.8 Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by

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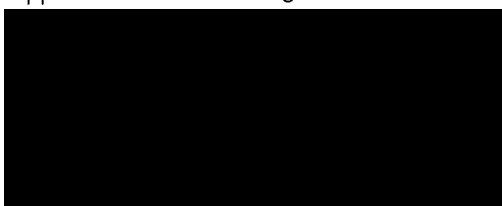
- [REDACTED]
- 7.3.9 The Authority shall have the right to audit Supplier stock at any time on not less than 5 business days' notice. The Parties shall be responsible their own expenses or costs that occur as part of any of these audits.

**8 Authority Obligations**

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

**9 Contract Managers**

The Supplier's Contract Managers are:

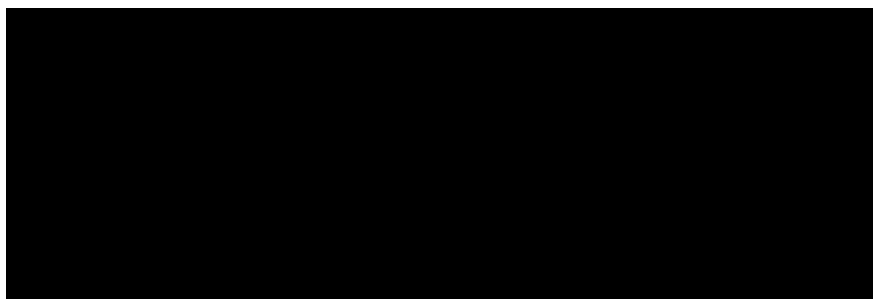


The Authority's Contract Manager is:



**10 Frequency of meetings**

- 10.1 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.
- 10.2 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.
- 10.3 Contract management meeting will be set up to monitor the following:



**11 Quality Assurance Standards for the Goods**

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11.1 [REDACTED]  
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 [REDACTED]

**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**  
for and on behalf of the Supplier

[REDACTED]

Print Name: [REDACTED]

Job Title: [REDACTED]

Date of Signature: 07/02/2022

**Signed by**  
for and on behalf of the Authority

[REDACTED]

Print Name: [REDACTED]

Job Title: [REDACTED]

Date of Signature: 07/02/2022

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**Order Form Appendices**

**Appendix 1  
Goods Information and Pricing**

Product Description	Qty required	Pack size	MOQ (single items)	Total Quantity of Packs	Product Number/Part Number	Unit Cost	Total Cost (Excl VAT)	Total Cost (Incl VAT)
vials Collection with Barcode Label							£ 39,913.50	£ 47,896.20
<b>Total Freight Charge</b>	£ 1,800.00						£ 1,800.00	£ 2,160.00
Zero charge if UKHSA picks up the goods at the supplier's manufacturing site	0							£ 50,056.20

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**Appendix 2**

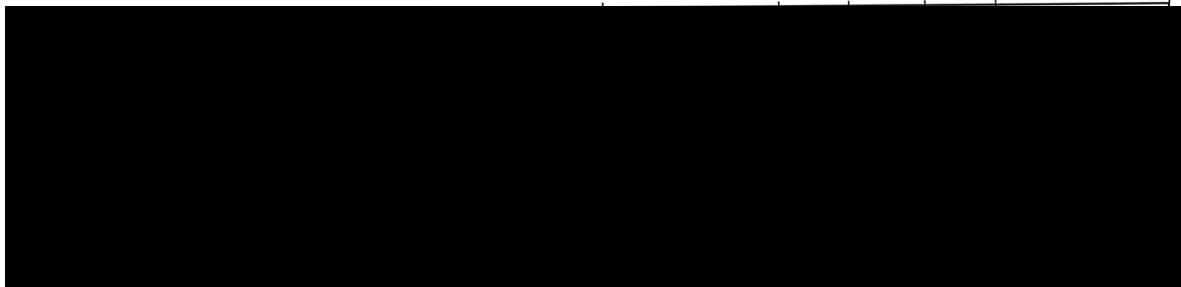


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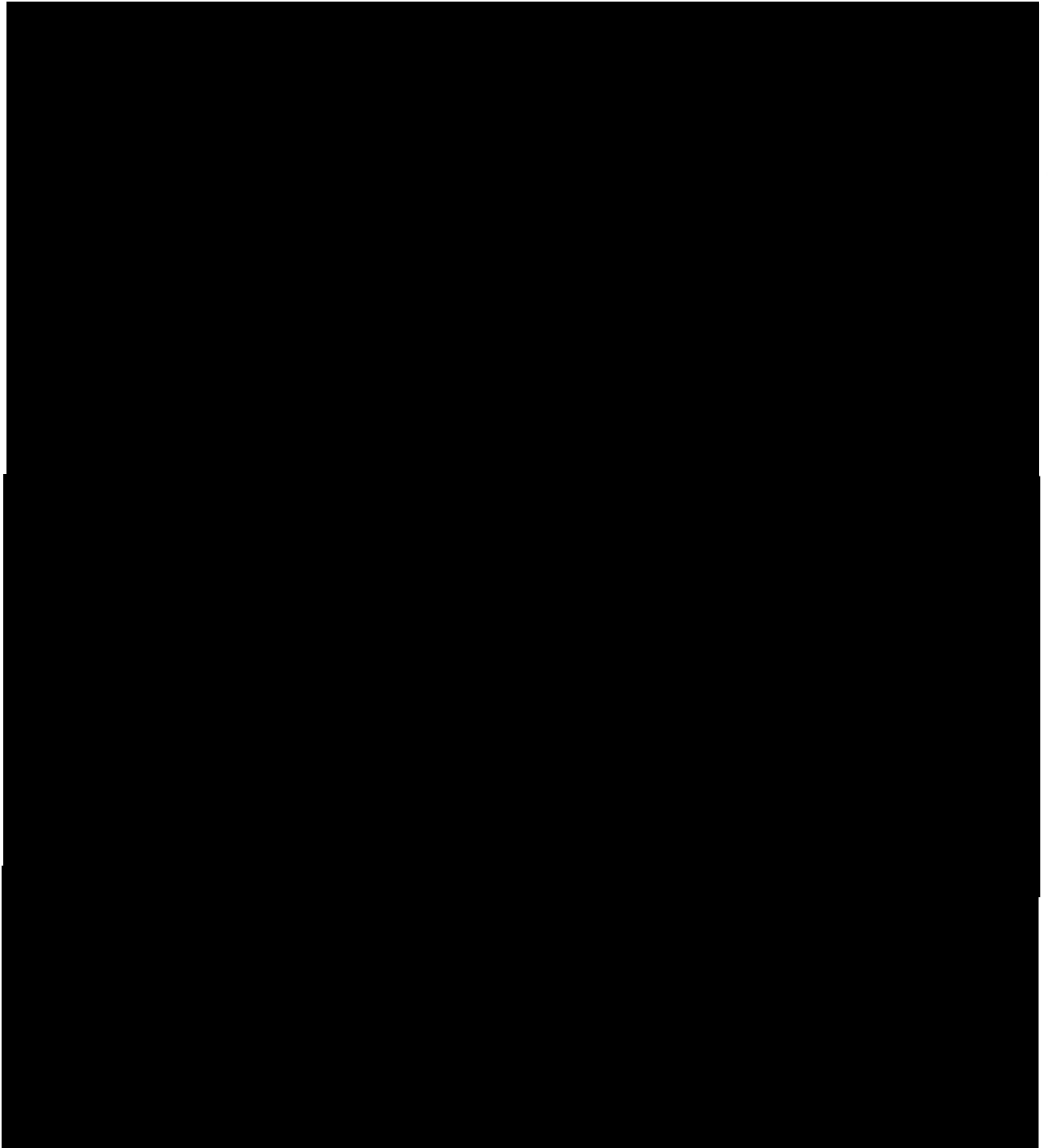
**Appendix 3a  
Delivery Locations**


**Appendix 3b  
Delivery Schedule**



**Appendix 4**

**Specification**



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