

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

Order Form

Under Framework, and its Terms & Conditions including Schedule 3:

OJEU Reference: 2019/S 212-519575, Pathology and Point of Care Testing, Associated Equipment, Instruments, Consumables and Accessories and Managed Services, Lot 1 Diagnostics Goods and Services.

Following a competition and award under the Framework conducted in June / July 2021.

Supplier's quotation reference: [REDACTED] dated [REDACTED].

Contract number/reference/date: URN [REDACTED] between the parties referred to below (the "**Contract**")

The Parties:

- (1) **Alpha Laboratories Limited** registered in England and Wales no. **01215816** and having its registered office at **40 Parham Drive, Eastleigh, Hampshire, SO50 4NU** (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 3a;
4. The Specification; and
5. The Framework Agreement (including its Schedules).

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2 The Goods

The Goods to be supplied under this Contract shall be as follows:

- In accordance with Appendix A and Clause 7 Supplementary Conditions and Key Provisions of this order form (the "**Goods**"): and
- The Goods to be supplied in accordance with the **Specification and supplier quotation set out at Appendix B** to this Order Form.

To procure Nerbe [REDACTED] Dry Swabs [REDACTED] [REDACTED] for T&T testing programme to a defined technical / clinical specification.

For use in the UK's Covid_19 testing programme.

Manufacturer's Product Code: [REDACTED]

Quantity: [REDACTED] individual swabs [REDACTED]

Description: Swab [REDACTED].

3 Contract Period and Termination

- 3.1 This Contract shall commence on 13th September 2021 or on date that the Authority confirms the issue of the relevant Purchase Order whichever is the later date ("**Commencement Date**") and shall unless terminated earlier in accordance with its terms, expire on 10th October 2022 (the "**Term**"). The Authority shall be entitled to extend the Term 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 by giving to the Supplier not less than 2 weeks prior written notice, in the event that the Supplier cannot satisfy the Authority that delivery of the Goods will be completed by the 31st October 2021.

4 Price of Goods

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

[REDACTED].

£1,020,000.00 (one million and twenty thousand GBP) ex VAT.

£1,224,000 @ 20% VAT.

This to include shipping and transportation to the nominated delivery depot in the England ([REDACTED]).

Invoices shall be issued by the Supplier upon delivery – the first delivery shall take place not more than 2 calendar days upon receipt of a valid purchase order and the second delivery no later than two weeks receipt of the purchase order.

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4.2 Within 10 business days of receipt of the Supplier's countersigned copy of the Contract, the Authority will send you a unique Order number. You must be in receipt of a valid Order number before submitting an invoice.

4.3 The Supplier will invoice the Authority for all Goods received and accepted, by the Authority.

4.4 All invoices must be sent to [REDACTED] 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, 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 as a minimum 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 If you have any queries regarding an outstanding payment, please contact tandt.sbs@nhs.net or, in the first instance, the details as set out in the Purchase Order.

4.8 The Framework states 30 days and defines the Terms and Arrangements – those T&Cs shall prevail for this Ordering Document.

5 Delivery and Risk:

The Supplier shall deliver the Goods to the following delivery location:

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

Delivery shall occur when the Goods are unloaded at the delivery location set out above.

Deliveries will be as set out in **Appendix A**.

Risk will pass to the Authority in accordance with the Framework's Call Off Terms and Conditions upon delivery, subject to the acceptance provisions herein.

6 Return Conditions

The Return Conditions will be as follows:

In accordance with clause 4.2 of the Framework's Call-off Terms and Conditions the Authority will usually inspect the Goods within 2 Business Days following delivery and no later than 20 Business Days.

In the event of rejection for cause, the Authority will promptly inform the Supplier who shall be responsible both for the collection within 10 days of being advised.

The Authority may also require the Supplier to collect and replace, at their cost, the Goods.

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Any such replacement will be at the reasonable approval of the Authority and subject to the Terms and Conditions as set out in Framework.

7 Supplementary conditions and Key Provisions

The following additional terms shall apply:

No additional or special terms are applicable to this order.

8 Authority Obligations

No additional or special terms are applicable to this order.

9 Contract Managers

The Supplier's number of NHSSC order is [REDACTED]

The Contract number – for [REDACTED] – is [REDACTED].

The Suppliers Contract Manager is:

[REDACTED]
[REDACTED]

The Authority's Contract Manager is:

[REDACTED]
[REDACTED]

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]
[REDACTED]
[REDACTED]

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For the Authority:

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

10 Frequency of meetings

The Authority holds weekly meetings with the Supplier, it is expected that normal day-to-day contract management issues will be addressed in that forum.

11 Quality Assurance Standards for the Goods

The quality assurance standards set out – including meeting the BSI standard below – and shall apply to the Goods together with any specification in Appendix B:

The Supplier shall immediately and within 2 working days inform the Authority of any critical quality or safety issues in the Goods.

The Supplier shall promptly inform the Authority of any quality or safety issues which may be reasonably considered by a competent professional to have a material impact on the foreseen use of the Goods.

The Supplier warrants that the Goods being supplied adhere to the stated BSI standard and certification, as provided by the tender – attached herein:



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12 Requirements for Use by Dates

The Goods shall have an expiry date of at least 36 months from the date of manufacture. The minimum shelf life on delivery must be 34 months.

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 under the Framework.

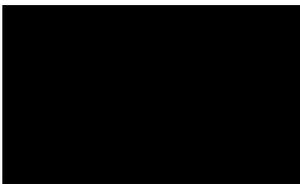
The Parties each acknowledge that in January 2021 the UK GDPR Regulations became effective and updated UK privacy law including the Framework.

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

Signed by
for and on behalf of the Supplier

Print Name:



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Job Title: Managing Director

Date of Signature: 09...../2021.....

Signed by
for and on behalf of the Authority

Print Name:



Job Title: Deputy Project Director

Date of Signature: ...13...../...09...../2021...

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**Appendix A
Delivery Schedule**

The Goods are required urgently the first delivery of not less than 400,000 swabs shall take place no later than two (2) calendar days following receipt of a valid purchase order.

The second delivery of the balance should take place no later than 2 weeks from receipt of a valid purchase order.

Exact logistical arrangements in the first instance should be made with the Authority's Contract Manager.

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

[REDACTED]

Please note that the number of pallets and time of delivery should be agreed before delivery to ensure arrangements are in place for safe and efficient delivery and receipt.

The Supplier's number of NHSSC order is [REDACTED]

The Contract number – for [REDACTED].

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**Appendix B
Specification**

Manufacturer's Product Code: [REDACTED]

Quantity: [REDACTED] individual swabs [REDACTED]

Description: [REDACTED]

To procure Nerbe 54 [REDACTED] Dry Swabs [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

To be equal to and no lesser than in performance and quality the embedded:

A. Technical Specification

[REDACTED]

B. Quality certification

[REDACTED]

C. Quotation

[REDACTED]