Order Form

Pathology and Point of Care Testing, Associated Equipment, Instruments, Consumables, Accessories, and Managed Services Framework. OJEU REF - 2019/S 212-519575

Contract number/reference/date: _______ 16/08/2021 between the parties referred to below (the "Contract")

The Parties:

- (1) Hamilton Sales and Service UK registered in England and Wales no. 02188200 and having its registered office at Unit 1 Forge Mills Park, Station Road, Coleshill, Birmingham B46 1JH (the "Supplier");
- (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).

2 The Goods

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

- In accordance with Appendix B, and;
- Clause 7 Supplementary conditions and Key Provisions of this Contract.

(the "Goods").

The Goods shall be supplied in accordance with the Specification as set out in the Schedule of Requirements at Appendix A to this Order Form.

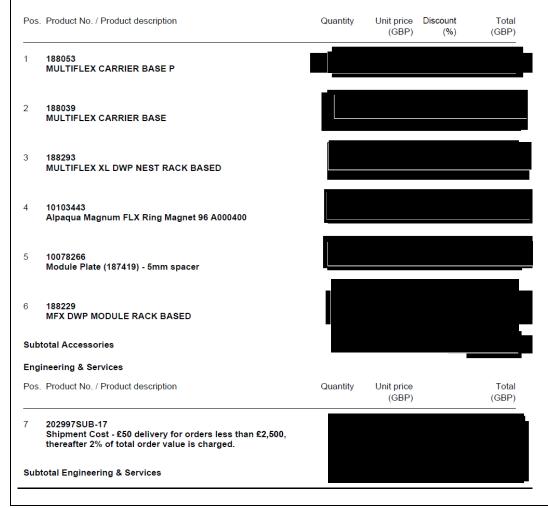
3 Contract Period and Termination

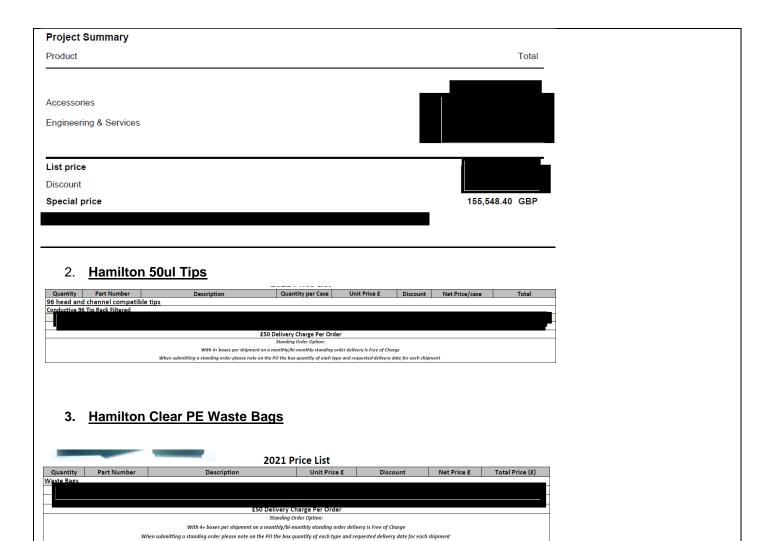
- 3.1 This Contract shall commence on 16/08/2021("**Commencement Date"**) and shall unless and until terminated earlier in accordance with its terms, expire on 31st March 2022 (the "**Term**"). The Authority shall be entitled to extend the Term for up to a further 6 months to 30 September 2022, in accordance with Schedule 2 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 6 weeks prior written notice. Any such termination shall not affect any Goods currently in transit where such Goods have been ordered by the Authority in accordance with Section 7 below.

4 Price of Goods :-

The price (excluding VAT at the applicable rate) in respect of the Goods (the "Contract Price") shall be: £178,086.65

1. Hamilton Parts and Accessories





- 4.1 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
- 4.2 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).
- 4.3 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.
- 4.4 The Supplier will invoice the Authority for all Goods received and accepted, by the Authority.
- 4.5 All invoices must be sent to tandt.sbs@nhs.net quoting a valid Order number.
- 4.6 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. Noncompliant invoices will be sent back to the Supplier, which may lead to a delay in payment.
- 4.7 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.
- 4.8 If you have any queries regarding an outstanding payment, please contact tandt.sbs@nhs.net.

5 Delivery and Risk:

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

Project Jupiter, Harrison Way, Leamington Spa CV31 3TA

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

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.

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 (except where product is deemed to be faulty, damaged or failing to comply with the agreed delivery specification as outlined in Appendix A when the Supplier shall be responsible for collecting the Goods)

Which Party is to be responsible for the costs of returning/collecting the Goods: SUPPLIER / AUTHORITY (except where product is deemed to be faulty, damaged or failing to comply with the agreed delivery specification as outlined in Appendix A when the Supplier shall be responsible for the costs of returning/collecting the Goods)

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

The following additional terms shall apply:

- 7.1 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. 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.
- 7.2 The Authority acknowledges that there are potential supply constraints in respect of the Goods and availability thereof. The Supplier shall use best endeavours to overcome such constraints and thereby minimise, if not, mitigate any impact on the Authority of such constraints.

7 Authority Obligations

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

8 Contract Managers

The Suppliers Contract Manager is:

The Authority's Contract Manager is:

For the purposes of Schedule 2 - clause 27.1 (Notice) of the Call-off Terms and Conditions notices

shall be sent to:

For the Authority:

For the Supplier:

9 Frequency of meetings

At least once per month as stated in clause 7.7 above unless otherwise agreed for bi weekly

10 Quality Assurance Standards for the Goods

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

All products must meet the following standards:

All Sterile products must meet ISO 11737-1 and all relevant ISO certification must be provided to prove sterility.

The Goods may carry the CE IVD mark although this is not a formal requirement as they are for general laboratory use only and are not specifically intended to be used for in vitro diagnostic examination.

11 Requirements for Use by Dates

The Goods shall have an expiry date of three years from the date of manufacture.

12 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

for and on behalf of the Supplier

Print Na

Job Title

Date of Signature: 2,9/20.21

Signed by

for and on behalf of the Authority

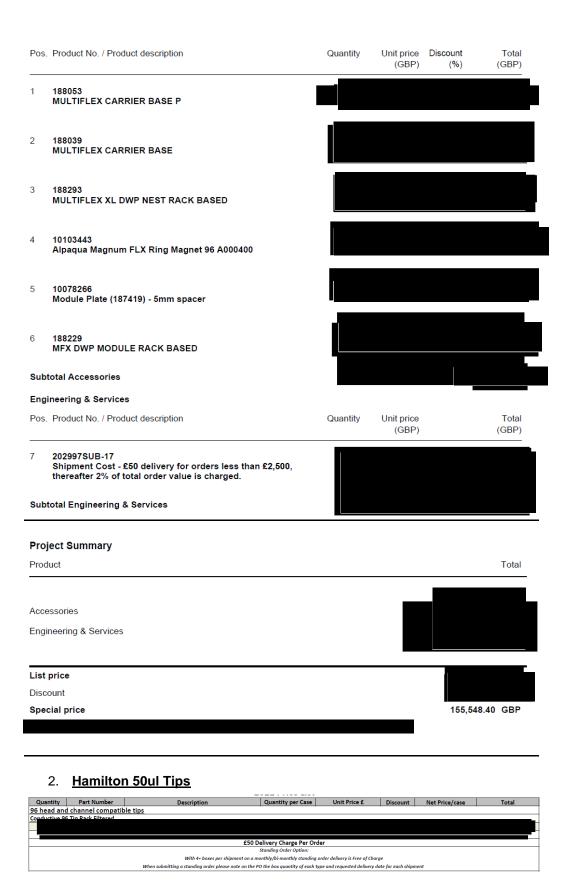
Date of Signature: 30 August 2021

Appendix A Statement of Requirements

1	Overview of Requirement
2	Product Overview
3	Delivery
4	Storage
5	Contract Management & Performance
6	Customer Service
7	Training & Support
Annex A	Specification

- 1. OVERVIEW OF REQUIREMENT
- 1.1 Detailed specifications are in Annex A.
- 1.2 The Authority requires various pieces of equipment and consumables as detailed in Section 2 below.
- 2. PRODUCT OVERVIEW
- 2.1 The requirements covered by this Contract have been split as follows

1. Hamilton Parts and Accessories



3. Hamilton Clear PE Waste Bags



The quantities stated above are based upon anticipated estimated demand. The ultimate requirement may vary and at the Authority's sole discretion, We reserve the right to amend volumes in accordance with Clause 7 of this Contract.

DELIVERY

- 3.1 Deliveries must be made on-time and in full in line with agreed schedules and full transparency must be shared in relation to any late deliveries and production issues. The Supplier shall provide the Authority with updates on late deliveries and production issues as soon as possible upon becoming aware of such issues including details of actions taken by the Supplier to minimise or mitigate such issues. The Authority reserves its right to request that the Supplier submits a Remedial Proposal to resolve any such issues.
- 3.2 The Supplier must arrange a delivery slot with Goods-in at the delivery location a minimum of 7 days prior to delivery. If, for reasons outside of the Supplier's control, a delivery slot is missed an alternate delivery slots will be allocated wherever possible. However, if a revised delivery slot is not available then the Supplier must bear the cost of storage and haulage until a delivery slot can be arranged.
- 3.3 All deliveries must be notified to Goods-in via an electronic Advanced Shipping Notification (ASN) at the point of dispatch of the products. ASN spec. to be supplied at the point of contract.
- 3.4 All deliveries must be accompanied by paperwork with sufficient detail for the site to efficiently process the goods inwards. Such detail should include the following:
 - Booking reference number
 - Supplier's reference number and name
 - Product description to be received
 - Supplier's Product code
 - Number of units delivered
 - Number of cartons delivered
 - Number of pallets delivered
 - Purchase Order (PO) number
- 3.5 In addition to the information requested at 3.4 the following details must be shown on the outside of every package and within a delivery note which must accompany each package:
 - A description of the Goods which shall include, without limitation, the weight of the Goods where available and any order number allocated to the Goods by the Authority and/or Supplier;
 - Any special directions for storage;
 - The expiry date of the contents, where applicable;
 - The batch number; and
 - The name and address of the manufacturer of the Goods; and
 - The name and address of the Supplier.

- 3.6 In addition, all Goods that customarily bear any mark, tab, brand, label, serial numbers or other device indicating place of origin, inspection by any government or other body or standard of quality must be delivered with all the said marks, tabs, brands, labels, serial numbers or other devices intact. Without prejudice to the generality of the foregoing, the Supplier shall label all Goods supplied to the Authority, and the packaging of such Goods, to highlight environmental and safety information as required by applicable Law and in accordance with any requirement of the Authority's Policies (as may be referred to as part of the Specification).
- 3.7 All products delivered will be boxed
- 3.8 Goods being shipped to the UK on the open seas must be packaged in double-walled cardboard containers to protect the Goods during transportation, especially if they are to be stacked.
- 3.9 Carton labels must be visible so items can be identified.
- 3.10 Any Goods identified as being damaged either at the point of Goods-in or after put-away and subsequent picking will be identified to the Supplier within 5 days of identification. The product will be quarantined, and the Supplier must arrange for collection/destruction and replacement or credit within 5 working days of the damage being notified to them.
- 3.11 Deliveries must be made as per the delivery schedule agreed between the DHSC and the Supplier.
- 3.12 Deliveries must be made to the location listed below however the Authority reserves the right to add in additional locations during the period of the contact to meet operational requirements.
- 3.13 Deliveries must be made to the agreed delivery slots.
- 3.14 Current delivery locations are stated below:

GOODS	DELIVERY	DELIVERY LOCATION	DELIVERY HOURS
	FREQUENCY		
Hamilton's Parts to enable re-purposing of Hamilton Equipment	One Delivery of All Products	Project Jupiter, Harrison way, Leamington spa CV31 3TA	Usually accepted between the hours of 7am to 7pm but deliveries outside of these hours may be requested.

4. STORAGE

- 4.1 Products must be able to be transported and stored (in the warehouse before transport) No specific storage required for these parts.
- 4.2 Supplier's must provide the minimum and maximum stability temperature ranges for all products.

- 5. CONTRACT MANAGEMENT & PERFORMANCE
- 5.1 Informal meetings will take place on a bi-weekly basis with the relevant Contract Manager, the Supplier and the Rosalind Frankiln Lab Equipment Manager. The Supplier shall provide management information reports as reasonably requested by the Authority.

Key Performance Indicators

- 5.3 The implemented contract will be subject to Key Performance Indicators. All KPI'S must be SMART (Specific, Measurable, Attainable, Relevant and Time Bound) and agreed upon at time of contract formation. Delivery of goods in a timely and fit for purpose condition and a timely manner
- 5.4 The Authority reserves the right to change the KPI's throughout the contract in agreement with the Supplier to ensure the measurable is relevant and meaningful to the delivery of the contract.
- 5.5 Any changes to KPIS's will be managed through a Change Control Notice (CCN).
- 5.6 Listed below are the Authority's initial KPI's for the Contract:

Key Performance Indicator	KPI Target	KPI Measurement	Service Level and Corrective Action	Timing of Reporting of KPIs		
KPI 1 Quality Management						
Product samples, if requested are received at the Authority's nominated location within 2 working days of a request	100% compliance	Number of samples received in a month as a % of the total number of requests for samples made in the same month.	N/A	Monthly		
KPI 2 Quality Assurance						
Changes in the agreed manufacturing specification are notified to the Authority with a minimum of 30 days' notice	zero incidents	Number of changes to the manufacturing specification requests made with a notification period of less than 30 days	N/A	Monthly		
 Changes to containers / packaging are notified to the Authority with a minimum of 30 days' notice 	zero incidence	Number of changes to the containers/packaging made with a notification period of less than 30 days	N/A	Monthly		
3. All Goods should be supplied in accordance with the specification in the Contract	100% compliance	Number of defective Goods received in a month as a % of the total number of Lots delivered each month.	All Goods must be supplied in accordance with the Specification. Quality issues will be formally notified by the Authority for investigation. Upon on the outcome of the investigation, if the findings are in favour of the Authority, FOC replacement goods must be shipped in full within 5 working days or at other times mutually agreed	Monthly		
All sterile Goods delivered must be sealed and packaged such that sterility is maintained for at least 12 months from date of shipping	zero incidents	Number of Sterile Goods found not to be sterile in a Lot as a % of the total number of the same Products delivered in that Lot	All Sterile Goods to meet ISO 11737-1. Suppliers will be asked to complete sterility questionnaires Sterility audits should be frequently undertaken by the supplier. The frequency, sample size and details of the audit test should be made available on request Any Goods delivered found not to be sterile, will be replaced by the Supplier FOC within 5 working days or at other times mutually agreed	Monthly		
KPI 3 Delivery						
Adknowledgement of Purchase Orders must be made within 2 working days of receipt of the PO	100% Compliance	Number of PO acknowledged within 2 days as a % of the total number of PO's received.	N/A	Monthly		
All Deliveries to be made according to the timelines and delivery dates in the Contract and PO	100% compliance	Number of on time Deliveries made in a month as a % of the total number of scheduled Deliveries per month per the contract/PO.	Deliveries to be made within contractually agreed schedules. Delivery slots should be agreed a minimum of 7 days before delivery. If the Supplier misses a delivery slot, the Supplier will bear the cost of any storage and haulage until such a time as an alternative delivery slot can be arranged	Monthly		
All deliveries should be made in full according to the agreed delivery schedule in the contract/PO	100% compliance	Number of in full deliveries made in a month as a % of the total number of scheduled deliveries per month per the contract/PO.	All part deliveries must be made up and delivered within 2 working days, having agreed an emergency delivery slot, unless authority is given to postpone the short delivery to a future date. A minimum of 48 hours' notice to be given to the Authority for any part deliveries.	Monthly		
All deliveries should be made to the agreed delivery location	100% compliance	Number of deliveries made to the correct delivery location in a month as a % of the total number of deliveries made per month.	Supplier will bear the cost of redirecting the delivery to the correct delivery point and any implications this may have on late deliveries.	Monthly		
5. All deliveries will be accompanied by an Advanced Shipping Notification (ASN) presented in electronic format. The physical delivery contents should exactly match the ASN	100% Compliance		Authority no later than 72 hours prior to despatch for scheduled deliveries.	Monthly		
KPI 4 Contract Administration		Number of reports assisted as a 2	Departing on the I/DI'-t-t-			
Provision of Management Information	100%	Number of reports received as a % of the total number of reports due in the contract period.	Reporting on the KPI's to be received no later than 5 working days after the end of the preceding month. Requests for ad hoc reports by the Authority to be received within 2 working days.	Monthly or ad hoc		

- 5.7 Should the performance of the Supplier fall below the relevant KPI:
- 5.7.1 On two (2) or more occasions in any three (3) month period

- 5.7.2 The Authority may serve a performance notice on the Supplier. The Supplier shall present to the Authority within thirty (30) days of receipt of such performance notice a Remedial Proposal to improve the Supplier's Monthly Service Level ("Remedial Proposal"). The Parties shall, within ten (10) Business Days of the Authority receiving the Remedial Proposal meet to discuss and agree the Remedial Proposal. The Authority may make reasonable amendments to the Remedial Proposal to improve the Supplier's performance. The Remedial Proposal must include a timetable for improvement of the Supplier's performance to, as a minimum, the level required by Clause 7 of this Statement of Requirement in relation to the relevant KPI. Such timetable shall be agreed by the Parties but shall in any event be no longer than six (6) weeks.
- 5.8 In the event that the Supplier:
- 5.8.1 Fails to produce a Remedial Proposal in accordance with Clause 7.7.2; or
- 5.8.2 Fails to improve its performance to the minimum level required by Clause 7 of this Statement of Requirement within the timetable set out in the Remedial Proposal in accordance with Clause 7.7.2,
- 5.8.3 The Supplier shall be considered to have committed a material breach capable of remedy for the purpose of Clause 15.3 of Schedule 2 of the Call Off Terms and Conditions.
- 5.9 If the Supplier disputes the Authority's performance level as applicable to the Supplier, the Supplier shall provide evidence to the Authority that the performance level is incorrect within seven (7) days of disputing such performance level and the Parties shall meet to discuss any necessary amendment to the performance level. If the Parties cannot agree the performance level the matter shall be referred to the dispute resolution procedure set out in Clause 22 of Schedule 2 Call Off Terms and Conditions.

6. CUSTOMER SERVICE

- 6.1 The Supplier must provide customer and account management support during the period of the contract in order to provide support to the Authority when required. This will include but not be limited to responding to queries and complaints as identified below.
- 6.2 The Supplier must acknowledge any urgent issues within 30 minutes and plan to resolve urgent issues relating to the delivery of the Goods within 4 hours during normal working hours (Monday Friday, 9am 6pm). Typically, an urgent issue will be an issue that is having an immediate impact on the successful delivery of the Goods.
- 6.3 The Supplier must respond to any non-urgent queries and resolve any non-urgent issues within 24 hours. If, for reasons reasonably outside of the Supplier's control, it is not possible to resolve the issue within 24 hours, the Supplier shall resolve the issue as soon as possible and provide a timeline of when the issue shall be resolved.
- 6.4 The Supplier must provide at least 1 named contact who can be contacted via telephone and email by the Authority outside of normal working hours (i.e. 6pm to 9am Monday to Friday and 9am-5pm weekends).

- 6.5 The Supplier must have in place a complaints procedure, including points of escalation, and respond to formal written complaints regarding quality or deliveries issues within 24 hours.
- 6.6 The Supplier must have in place a process for receiving routine orders and this can be either via a portal, email address or catalogue.
- 6.7 The Supplier should have in place a process for the handling of emergency orders.
- 6.8 The Supplier must attend regular review meetings as required and provide monthly and quarterly reports as requested.

7. TRAINING & SUPPORT

7.1 The Supplier must provide any requested product support and training during the term of the contract FOC. This will include but not be limited to technical support and any product training required.

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

ANNEX A

PRODUCT SPECIFICATION

1. All products must meet the following standards:

These are parts not medical equipment. Not relevant.

All products must meet the following standards:

All Sterile products must meet ISO 11737-1 and all relevant ISO certification must be provided to prove sterility.

The Goods may carry the CE IVD mark although this is not a formal requirement as they are for general laboratory use only and are not specifically intended to be used for in vitro diagnostic examination..

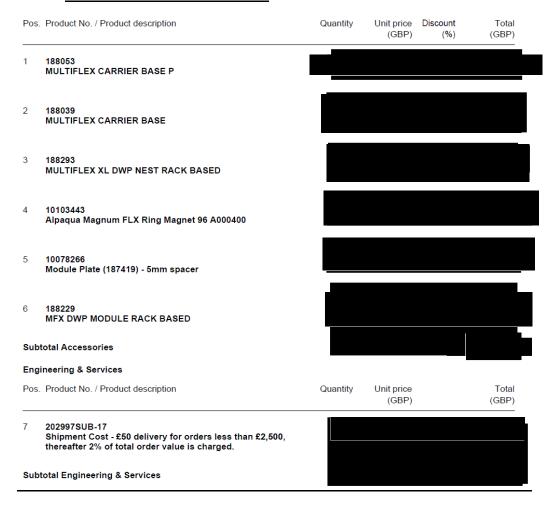
Product Code	Product Name	Product Specification
188053	MULTIFLEX CARRIER BASE P	Carries up to five MFX modules in landscape orientation. Occupies six tracks. Portrait
188039	MULTIFLEX CARRIER BASE	Carries up to five MFX modules in landscape orientation. Occupies six tracks.
188293	MULTIFLEX XL DWP NEST RACK BASED	The Multiflex Active Plate Nest securely holds ANSI/SLAS footprint well microplates for highly accurate positioning during plate seal piercing or pipetting steps and occupies a single position on a Multiflex Base Carrier Plate.
10103443	Alpaqua Magnum FLX Ring Magnet 96 A000400	96-well magnet plate containing proprietary solid-core ring magnets yields the fastest magnetic bead separation with reaction volumes as large as 2 mL and elution in as little as 10 µl. Compatible with virtually all 96-well microplates
10078266	Module Plate (187419) - 5mm spacer	Spacer for positioning between deep well plates. Adapted to operate within Hamilton liquid Handling robots
188229	MFX DWP MODULE RACK BASED	Carries ANSI/SLAS footprint DWP, a Matrix or Micronics tube rack, or a Nunc reagent trough. Occupies one MFX site.
235948	50μL CO-RE Tips, with filter	Sterile filter tip for Hamilton robots
199202	Clear PE Waste Bags, 460x500mm, 25pcs	Microlab STAR and NIMBUS Waste Bags, 460x500mm, PE - Polyethylene

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

Appendix B

ESTIMATED PACK VOLUMES & PRICING

1. Hamilton Parts and Accessories



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

Product Total Accessories Engineering & Services List price Discount Special price 155,548.40 GBP

2. Hamilton 50ul Tips



3. Hamilton Clear PE Waste Bags

