

Annex to Schedule 7
NHS FRAMEWORK AGREEMENT FOR THE PROVISION OF SERVICES
Order Form

This Order Form is issued subject to the provisions of the Framework Agreement ref. NOEJ.0379.0 entered into between NOE CPC and the Supplier on 26 March 2021 for the Provision of Total Waste Management Services II ("Framework Agreement").

The Supplier agrees to supply the Services specified below on, and subject to, the terms of this Contract and for the avoidance of doubt the Contract consists of the terms set out in this Order Form and the Contract terms, including the call off terms and conditions at Appendix A, together with the Schedules (excluding Schedule 5 – Step in Rights) thereto.

Date of Order	25/04/2024	Order no.	C226319
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From:

Authority name	Department of Health and Social Care
Authority's address	39 Victoria Street, London, SW1 0EU
Invoice Address	39 Victoria Street, London, SW1 0EU
Address for Notices to be given under the Contract	39 Victoria Street, London, SW1 0EU
Level 1 Authority Representative Contact Manager	<i>Name:</i> [REDACTED] <i>Phone:</i> [REDACTED] <i>E-mail:</i> [REDACTED]

To:

Supplier	<i>Mitie Waste and Environmental Service Ltd ("Mitie" or the "Supplier")</i>
Supplier's Address	<i>Level 12, The Shard 32 London Bridge Street London SE1 9SG</i>
Address for Notices to be given under the Contract	<i>Level 12, The Shard 32 London Bridge Street London</i>

	SE1 9SG
Level 1 Supplier Representative Contact Manager	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]

1. Service Requirements

Short Description of Services	<p><i>Lot 2 Healthcare and related waste</i></p> <p><i>The services is for pharmaceutical disposal of [REDACTED] courses of Paxlovid and [REDACTED] courses of Lagevrio.</i></p> <p>Paxlovid</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Lagevrio</p> <p>[REDACTED]</p> <p><i>These are COVID-19 antiviral medicines procured by DHSC during the pandemic which are being stored for contingency purposes but are starting to expire.</i></p> <p><i>The stock is currently located in Alloga, South Normanton, Derbyshire. The waste carrier will be responsible for transporting the antivirals from South Normanton to the disposal site and disposing of the goods in accordance with any regulations or best practice pertaining at that time.</i></p> <p><i>Each antiviral has distinct properties including chemical composition, packaging, full pallet weight and expiry dates.</i></p> <p><i>Complete specification is outlined in Annex A</i></p>
Commencement date of services (if different from the Date of Order)	29 th April 2024
Duration or long-stop date	<p><i>The Expiry Date shall be 31st August 2025, unless it is otherwise extended (subject to agreement on scope of services and charges) or terminated in accordance with the terms and conditions of the Contract.</i></p> <p><i>The Authority may extend the Contract, subject to agreement on scope of services and charges, for a period of up to 8 months by</i></p>

	<p><i>giving no less than three (3) Month's notice in writing to the Supplier prior to the Expiry Date.</i></p>
Service Levels required	<p><i>The Supplier will conform to the following SLA during the term of the Contract:</i></p> <ol style="list-style-type: none"> <i>1. The Supplier must allocate sufficient resources and appropriate expertise to the Contract.</i> <i>2. The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract.</i> <i>3. The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services.</i> <i>4. The Supplier shall provide two (2) days' notice to Buyer before the collection of the antivirals.</i> <i>5. Delays to the collection of the antivirals of more than 10 days will be charged at £1 per day per pallet (the "Delay Charge") provided that in no circumstances shall the Delay Charge exceed 5% of the monthly Contractual charges paid by the Authority to the Supplier.</i>
KPIs required	<p><i>The Supplier will conform to the following KPIs during the term of the Contract:</i></p> <ol style="list-style-type: none"> <i>1. To collect and dispose on time and prior to the 31st July 2025, as outlined in the kick off meeting.</i> <i>2. Timely and accurate administration (including booking/amending of collection times and submitting invoices in accordance with the requirements of the Framework Agreement and Contract).</i> <i>3. During the initial start of the contract the Supplier will provide access to an onsite visit by the Authority to verify the destruction process of the antivirals.</i>
Implementation	<p><i>Stage 1.</i> <i>The Authority and Supplier will hold a kick off meeting within 10 days of contract signature to outline and agree the process of collection of the antivirals.</i></p> <p><i>Stage 2.</i> <i>The Supplier will need to coordinate a site visit to the collection point with their Transport Department to assess the collection and security procedures. During this visit, the Supplier will conduct a comprehensive onsite Risk Assessment, which will be adhered to for every collection. Contact numbers and escalation lists will be exchanged after the site visit.</i></p> <p><i>Stage 3.</i> <i>Once the visit has been completed, collections can begin, and a complete schedule of collections will be provided to the Authority for communication with the collection site.</i></p> <p><i>Stage 4.</i></p>

	<i>The Authority will on reasonable notice (of at least 5 business days) visit the Supplier's site to verify the destruction process of the antivirals.</i>
Management Information	<i>The Supplier shall provide any management information required by the Authority within seven (7) Business Days of the date of the request.</i>
Contract Review Meetings	<i>The Supplier and Authority shall attend a monthly meeting to discuss updates on the disposal process and any issues that may arise.</i>
Processing of Personal Data	<i>N/A</i>
Lease or Licence Granted	<i>N/A</i>

2. Charges and Payment

Contract Charges payable by the Authority	<p><i>The Contract charges for provision of the Services set out in the Specification shall be as outlined in Annex C. These charges shall be subject to change should the volumes increase or decrease or if there is a change to the Specification or other requirements by the Authority. Any changes shall be agreed in writing and signed by an authorised representative of both Parties.</i></p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p><i>Total - £167,372.</i></p> <p><i>As outlined in Annex C.</i></p>
Invoicing	<p><i>All invoices must be send quoting a valid Purchase Order number. DHSC is [REDACTED]</i></p> <p><i>Within 10 Working Days of receipt of your countersigned copy of the Contract, we will send you a unique Purchase Order number (the "PO Number"). You must be in receipt of a valid PO Number before submitting an invoice.</i></p>

	<p><i>All invoices must be send quoting a valid PO 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. 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.</i></p> <p><i>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 Authority contact (i.e. Authority Representative). Non- compliant invoices will be sent back to you, which may lead to a delay in payment.</i></p> <p><i>If you have a query regarding an outstanding payment, please contact our Accounts Payable section by email to:</i></p> <p>[REDACTED]</p>
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3. TUPE

TUPE at commencement	N/A
TUPE at exit and/or termination	N/A

4. Optional Key Provisions

Step-in Rights	<i>Step-in rights not exercised.</i>
Purchasing of Consumables for Services being Delivered (where applicable)	N/A

5. Formation of Contract

The Supplier shall enter into the Contract by returning a signed copy of this Order form (Order form for the Provision of Total Waste Management Services II) to the Authority.

The Contract shall be formed when the Authority acknowledges receipt of the signed copy of this Order Form (Order form for the Provision of Total Waste Management Services II) to the Authority.

Signed for and on behalf of the

Supplier:

[REDACTED]

[REDACTED]

[REDACTED]

Signed for and on behalf of the

Authority:

[REDACTED]

[REDACTED]

[REDACTED]

Annex A – Specification

1) Paxlovid Overview

- [REDACTED] courses of Paxlovid to be disposed of before June 2025.
- The first batches have now started to expire so destruction of these can begin immediately (see below for expiry date range).

Medicine specification

- A Paxlovid pack contains two foil blisters of 10x150 mg film coated tablets of **nirmatrelvir** (Pfizer) and one foil blister of 10x100 mg film-coated tablets of **ritonavir**, all enclosed in a card box.
- The Safety Data Sheet (SDS) of nirmatrelvir is here: [ShowLabeling.aspx \(pfizer.com\)](#)
- The Safety Data Sheet (SDS) of ritonavir is here: [sd13872 - Ritonavir \(US\).pdf \(caymanchem.com\)](#)
- non-hazardous pharmaceutical waste (subject to confirmation by waste management organisations providing the quote)
- European Waste Code: pharmaceuticals, non-toxic waste (EWC 180109)
(or pharmaceuticals, toxic waste (EWC 180108) if SDS assessment reveals toxic waste content)

Packing specification

- There are 48 packs in a 'shipper' (larger card box), 9 shippers per layer, 4 layers per pallet. Each pallet measures 1200mm x 800mm. In a complete pallet, there are a maximum of [REDACTED] courses.
- [REDACTED] pallets have an alternative configuration of [REDACTED] per pallet, (see below for specifications)
- This stock is currently spread over [REDACTED] pallets, around [REDACTED] of which are to be disposed of before 29th Feb 2024
- [REDACTED] configuration pallets weigh 117Kgs, [REDACTED] configuration pallets weigh 109Kgs
- Primary Container Units - refers to the blister packs that contain the product. Destruction of the Primary Container Units that have been opened or are unused must take place at a facility appropriately licensed to handle and destroy pharmaceutical waste, medical waste, and/or hazardous waste, and destruction must be by means of grinding or incineration.
- Secondary Cartons - refers to the immediate boxes that contain the Primary Container Units. Secondary Cartons must be defaced and destroyed in accordance with local clinical dosing facility waste management services, and Secondary Cartons may not be disposed of in routine household waste collection or recycling centres.

Paxlovid Extended Expiry volumes / disposal timeline

The following is a breakdown of the volumes per extended expiry dates. This will determine the destruction schedule as only packs that have passed their extended expiry can be destroyed.

[illegible]

* still being distributed to primary/secondary care so may reduce

2) Lagevrio overview

- [REDACTED] courses of Lagevrio currently expected to be disposed of between 01 July 2024 and 30 April 2025. The timeline for starting disposal is currently under review.

Lagevrio Specification

Lagevrio is the brand name, molnupiravir is the chemical component.

- *Lagevrio® 200 mg hard capsules (Swedish Orange, opaque, size 0 (approximately 21.7 mm x 7.6 mm) hard capsule, printed with MSD corporate logo on the cap and “82” on the body in white ink.)*
- *Capsules stored in a plastic bottle, 40 capsules (one course) per bottle.*
- *██████ bottles per shipper box, █████ shippers per pallet, █████ shippers per layer*
- *Manufacturer (Batch tested): Merck Sharp & Dohme B.V., Waarderweg 39, 2031 BN Haarlem, The Netherlands*
- *Temperature Conditions: Ambient*
- *Safety data sheet (Appendix B)*
- *non-hazardous pharmaceutical waste (subject to confirmation by waste management organisations providing the quote)*
- *European Waste Code: pharmaceuticals, non-toxic waste (EWC 180109)*
- *(or pharmaceuticals, toxic waste (EWC 180108) if SDS assessment reveals toxic waste content)*
- *Full pallet weight is 153 kgs*

Extended Expiry / disposal timeline

Destruction can only take place once the extended expiry has passed:

extended expiry	total packs remaining with this expiry	Pallets
██████████	██████████	████
██████████	██████████	████
██████████	██████████	████
██████████	██████████	████
██████████	██████████	████
██████████	██████████	████
██████████	██████████	████
██████████	██████████	████
██████████	██████████	████

The exact timeline for Lagevrio destruction is currently under review but for the quote, it is expected to take place between 01 July 2024 and 30 April 2025.

3) Transport to disposal site (Paxlovid & Lagevrio)

- The pallets **must be single height stacked** for the purpose of transportation to disposal site.
- Single stacking enables █████ pallets per lorry.

Paxlovid Pallet specification

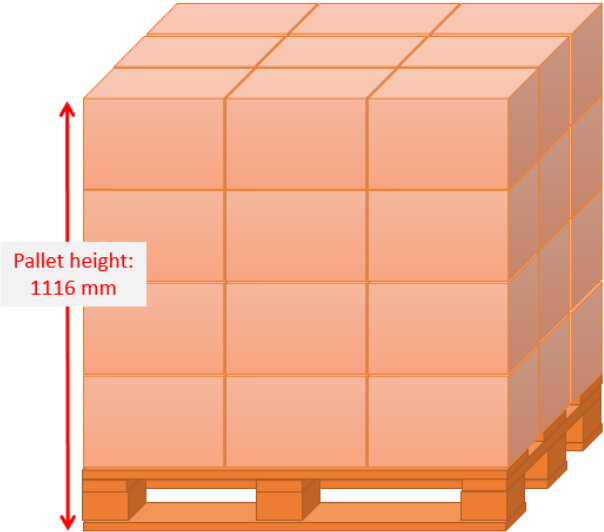
████ pallet configuration: (approx █████ pallets / █████ per pallet)

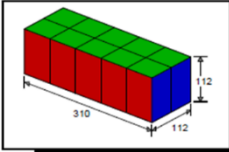
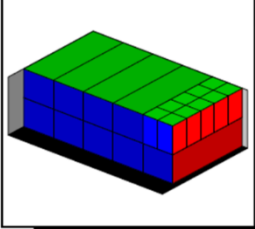
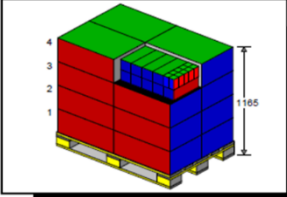
PAA178243 CRT 030NAP 390 x 240 x 235
(external dimension: 398 x 244 x 243)

PALLET EU

030NAP	030NAP	030NAP
030NAP	030NAP	030NAP
030NAP	030NAP	030NAP

	H240
Packs/shipper	48
shipper/layer	9
Layer/pallet	4
Packs/pallet	1728



PMD Freiburg Packmittel Service Center		PALLETISATION SPECIFICATION		Article No. F000054452	
Product/Article PF1332/RIT 150/100mg FCT 5x4/2 BLS US				Single Packs/Pallet 1600 Pcs	
				INDIVIDUAL FOLDING CARTON Size: 61 x 55 x 109 mm Gross weight: 0,000 kg BUNDLE Bundled by: 10 Folding cartons Collation: 5 x 2 x 1 Dimensions: 310 x 112 x 112 mm Gross weight: 0,000 kg	
				SHIPPING CASE PFR340285 Contents: 10 Bundles 100 Folding cartons Loading Dim.: 560 x 310 x 224 mm Outside Dimens.: 592 x 392 x 255 mm Tare weight: 0,7 kg Gross weight: 0,7 kg	
				PALLETISATION Size pallet: 1200 x 800 mm Shipper/layer: 4 Layer/pallet: 4 Shipper/pallet: 16 Ratio pallet size: 96,7 % Ratio pallet volume: 87,7 % Gross weight (excl pallet): 11,1 kg Add.Inform.:	
Version No	Established	Date	Distribution		
1	Hintze	25.06.21			

Lagevrio Pallet information

153 Kg per full pallet

Image	Pallet type	Shippers per pallet layer	4 layer pallet			
			Height		# shippers per pallet	# bottles per pallet
Whitby Commercial UK image	UK Standard 1200 mm x 1000 mm	6	1099 mm	43 1/4"	24	2880
Haarlem Commercial UK image	UK Standard 1200 mm x 1000 mm	6	1126 mm	44 1/2"	24	2880

Annex B – Safety Data Sheet (Molnupiravir)



Molnupiravir_SDS_U
K.pdf

Annex – C – Mitte Waste and Environmental Services Ltd – Request for Quotation Response

Paxlovid

Environmentally considerate option

<i>Disposal</i>				

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<i>Transport</i>				

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<i>Additional costs</i>				

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Grand Total (ex VAT)	

Environmentally considerate option

Disposal				

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Transport				

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Additional costs				

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<i>Grand Total (ex VAT)</i>		
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