

OFFICIAL-SENSITIVE



ORDER FORM

Order Form

CALL-OFF REFERENCE:	C153122
THE BUYER:	The Department of Health and Social Care (DHSC)
BUYER ADDRESS	39 Victoria Street, London, SW1H 0EU
THE SUPPLIER:	Alloga UK
SUPPLIER ADDRESS:	Alloga UK, Castlewood Business Park, Farmwell Lane, South Normanton Derbyshire DE55 2JX
REGISTRATION NUMBER:	03169255
DUNS NUMBER:	458112901
SID4GOV ID:	(not known)

APPLICABLE FRAMEWORK AGREEMENT

This Order Form is for the provision of the Services and dated 28th March 2023.

It is issued under the Medicines, Consumables and Reagent Storage and Logistics Framework Agreement with the reference number C140192.

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CALL-OFF LOT(S):

Lot Number	Lot Description	National Supplier
1	Pharmaceutical – Primary Care	X
2	Pharmaceutical – Secondary Care	
3	National Vaccine Programme Products	
4	High Consequence Infectious Disease (HCID) Vaccine Distribution	
5	Repacked and Relabelled Products	
6	Medical Devices, Consumables, Reagents and Equipment	

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing, we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms.
2. Joint Schedule 1 (Definitions)
3. The following Schedules in equal order of precedence:
 - Joint Schedules
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Guarantee)
 - Joint Schedule 9 (Rectification Plan)
 - Joint Schedule 10 (Processing Data)
 - Joint Schedule 8 (Supply Chain Visibility)
 - Joint Schedule 11 (Continuous Improvement)
4. Core Terms

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5. Joint Schedule 5 (Corporate Social Responsibility)

Other than as set out in this Order Form no other Supplier terms are part of the Call-Off Contract.

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CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

None

CALL-OFF START DATE: 28th March 2023

CALL-OFF EXPIRY DATE: 28th Sept 2023

CALL-OFF INITIAL PERIOD: 6 months

CALL-OFF OPTIONAL EXTENSION PERIOD: 6 months + 16 months (to be exercised at DHSC's sole discretion)

CALL-OFF SERVICES FOR PRIMARY CARE

See Statement of Requirement as previously issued for reference.

1.1 Storage

- Store Redacted under FOIA
Section 43 Commercial
Interests antivirals:
 - Ambient temperature (no special handling required)
 - Not a controlled drug
 - Non-hazardous, non-cytotoxic, not aerosol
- Quarantine expired stock (some began expiring in December 2022)
- Accept a final delivery from 1 manufacturer (October 2023 – dependent on extension)

1.2. Distribution**Primary care**

- Have the capability to distribute nationwide to **all** community pharmacies and GPs dispensaries in England to support dispensing against FP10 prescriptions (Lot 1)
- Deliver to these pharmacies twice a day (Mon – Fri) and once on Saturdays (Lot 1)

Other sites

- Distribute to single drop-off points (licensed warehouse) in Wales, Scotland and Northern Ireland
- Distribute to single hospital sites each in Jersey, Guernsey and Isle of Man
- Distribute to other HMG verified sites for onward export (if needed)

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Other storage and distribution activities

- Set a unique product code to be used on all government procured stock
- Set ordering portal/catalogue for community pharmacies to place orders for DHSC products using the relevant codes/names assigned and agreed to the product
- Zero value invoice produced at delivery to community pharmacy customers
- Customer validation: to verify and validate community pharmacies as part of Good Distribution Practise (GDP) and as a condition of DHSC Wholesaler Dealer's Authorisation (WDA). Provide the auditing, validating, and recording endpoints as GDP compliant on behalf of DHSC
- Implement a system to cap quantities for primary care customers with an internal override mechanism to allow for additional stock to be supplied where applicable and needed. This will initially be set to 6 packs per pharmacy per month, with the Supplier authorised to extend to 17 packs if necessary (sites with larger customer base/regional variation). This cap may need to be adjusted due to market demands as required.

1.3 Reporting and audits

- Produce stock and batch reporting including:
 - weekly inbound and outbound stock and total stockholding quantities
 - monthly report with quantity of outbound AVs and the sites/dates they have been distributed to (end customer)
 - quarterly report with quantity of outbound AVs and the sites/dates they have been distributed to (end customer)
- Able to take part in National Audit Office inspections and meet requests (if any)

1.4 Implementation plan

- Have community pharmacy customers verified by 6th April 2023
- Have storage and distribution system set up by 28th April 2023

Able to meet timelines in the Implementation Plan.


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MAXIMUM LIABILITY

Subject to the below supplementary provisions, the limitation of liability for this Call-Off Contract is stated in Clause 13 of the Core Terms.

13.2A. Within ten (10) days of the end of each Month, the Supplier shall provide a report to the Buyer setting out the number of: (a) Undamaged Quarantined Goods; (b) Damaged Quarantined Goods; (c) Undamaged in-date Goods; (d) Damaged in-date Goods; and (e) missing or lost Goods, identified in the preceding Month.

Redacted under FOIA Section 43 Commercial Interests



13.2C At the end of each Contract Year and on the End Date the Supplier shall carry out a comprehensive inventory management review (the "Inventory Review"). The Supplier shall inform the Buyer in writing within two (2) weeks of an Inventory Review of the aggregate number of: (a) Undamaged Quarantined Goods; (b) Damaged Quarantined Goods; (c) Undamaged in-dated Goods; (d) Damaged in-date Goods; and (e) missing or lost Goods and shall include details of batch and expiry dates in relation to each category, since the last Inventory Review.

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Redacted under FOIA Section 43 Commercial Interests

13.2H The Supplier shall use all reasonable endeavours to mitigate against the likelihood of loss or damage to the Goods and ensure that stock management is part of its policy of continuous improvement as described in more detail in Joint Schedule 11.

Redacted under FOIA Section 43 Commercial Interests

Where:

Cost Price: Redacted under FOIA Section 43 Commercial Interests

Damaged Goods: Goods which have been damaged to the extent that the primary packaging (cardboard box containing blister strips) has been structurally compromised and/or has been disfigured to an extent that any element of the printed design is unreadable and/or has been subject to unacceptable environmental deviation (temperature, moisture etc.) and “Undamaged Goods” shall be construed accordingly.

Quarantined Goods: means Goods which are isolated physically or by other effective means pending a decision on their subsequent approval or rejection.

Redacted under FOIA Section 43 Commercial Interests

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CALL-OFF CHARGES

Estimated charges over the term of the Call-Off Contract (Lot 1 subject to extension)

Redacted under FOIA Section 43 Commercial Interests

* The sum of individual costs may not equal totals due to rounding. These figures exclude 20% Ad Valorem Tax and have been rounded to the nearest £5,000.

PAYMENT METHOD

Payment by bank transfer on a monthly basis unless otherwise negotiated.

Payment details:

Suppliers must send invoices and credit notes directly to accounts payable (AP) email:

Redacted under FOIA Section 40 Personal Information

quoting a valid purchase order number (PO)."

BUYER'S INVOICING ADDRESS:

Secretary of State for Health and Social Care

Accounts Payable

Redacted under FOIA Section 40 Personal Information

39 Victoria Street

London

SW1H 0EU

BUYER AUTHORISED REPRESENTATIVE

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BUYER'S ENVIRONMENTAL POLICY

Please see the following code of conduct which sets out the standards and behaviours we expect of suppliers contracted to support the work of the Department of Health and Social Care (DHSC) [DHSC supplier code of conduct - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/61222/dhsc-supplier-code-of-conduct-2016.pdf)

BUYER'S SECURITY POLICY

Please see the following code of conduct which sets out the standards and behaviours we expect of suppliers contracted to support the work of the Department of Health and Social Care (DHSC) [DHSC supplier code of conduct - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/61222/dhsc-supplier-code-of-conduct-2016.pdf)

BUYER'S ICT POLICY

Please see the following code of conduct which sets out the standards and behaviours we expect of suppliers contracted to support the work of the Department of Health and Social Care (DHSC) [DHSC supplier code of conduct - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/61222/dhsc-supplier-code-of-conduct-2016.pdf)

SUPPLIER AUTHORISED REPRESENTATIVE

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KEY SUBCONTRACTOR(S)

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COMMERCIALLY SENSITIVE INFORMATION

Not Applicable

ADDITIONAL INSURANCES

Beyond the requirements of the Framework, no additional insurances will be required for this call off.

GUARANTEE

Not applicable

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For and on behalf of the Supplier

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Date Signed: 28.03.2023

For and on behalf of the Buyer

Redacted under FOIA Section 40 Personal Information

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Date Signed: 28 Mar 2023