



Department of Health & Social Care

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Department of Health and Social
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39 Victoria Street
London
SW1H 0EU

VWR INTERNATIONAL LTD
HUNTER BOULEVARD
MAGNA PARK
LUTTERWORTH
LE17 4XN

Attention information
DH - Leeds

Purchase order

Page 1 of 1
Contract reference
Contract manager
Date 08/07/2021

Delivery address
DH - Leeds
Quarry House
Quarry Hill
Leeds
LS2 7UE

Line number	Description	Delivery	Quantity	Unit	Currency	Unit price	Amount	VAT rate (%)	VAT amount	Total
1	<div><div></div><div>Pipette tip filter</div><div></div></div>			GBP	GBP		709,608.90	20	141,921.78	851,530.68
Summary by VAT rate		Currency	Amount	VAT rate (%)	VAT amount					
		GBP	709,608.90	20	141,921.78					
Net amount		VAT	Currency	Total						
709,608.90		141,921.78	GBP	851,530.68						

Conditions of Order

1. All prices and amounts on this order are expressed in GBP excluding VAT.
2. All invoices must quote the purchase order number and be sent to the above billing address or emailed to: [REDACTED]
3. Unless this Purchase Order has been placed under an existing Department of Health and Social Care (DHSC) contract or under a framework contract (in either case you will have signed a copy of the Agreement), this order is subject only to the DHSC standard "Terms and Conditions for Goods and Services, Short-form contract", a copy of which is available on the DHSC website at:
<https://www.gov.uk/government/organisations/department-of-health-and-social-care/about/procurement>

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: 685 / PTH-21-21-7,143 / 07/06/2021 between the parties referred to below (the "**Contract**")

The Parties:

- (1) VWR International Ltd registered in England and Wales no. 01932827 and having its registered office at Hunter Boulevard, Magna Park, Lutterworth, Leicestershire, LE17 4XN (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).

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 order form.

(the "**Goods**")

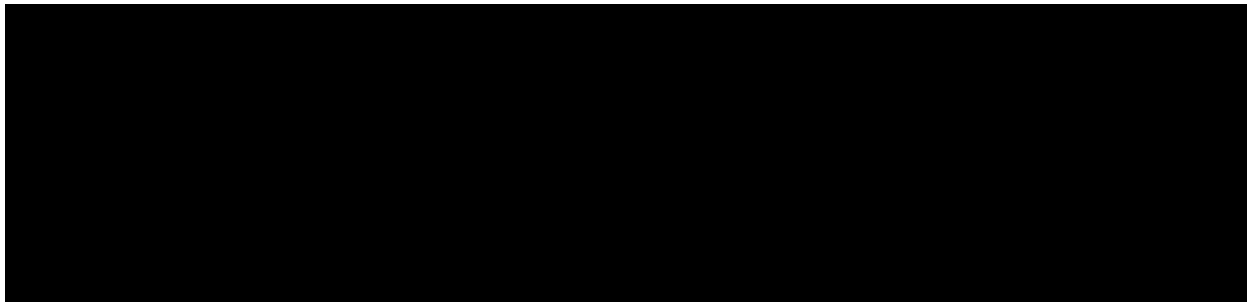
The Goods shall be supplied in accordance with the Specification as set out in the Schedule of Requirements at Appendix A to this Order Form.

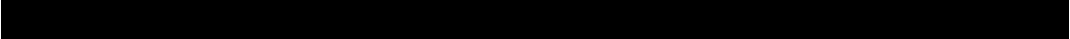
3 Contract Period and Termination

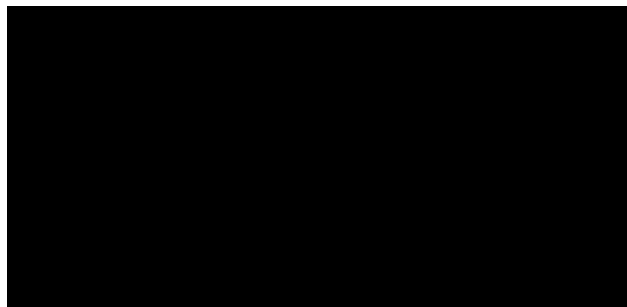
- 3.1 This Contract shall commence on 7th June 2021 ("**Commencement Date**") and shall unless and until terminated earlier in accordance with its terms, expire on 31st March 2022 (the "**Term**"). The Authority shall be entitled to extend the Term for up to a further 6 months to 30 September 2022, in 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

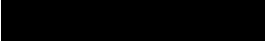
- 4.1 The price (excluding VAT at the applicable rate) in respect of the Goods (the "Contract Price") shall be:



 The Authority reserves the right to amend this Contract during the Term of this Contract to include any or all of the other sizes of tips shown below. 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.



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.

- 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  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.

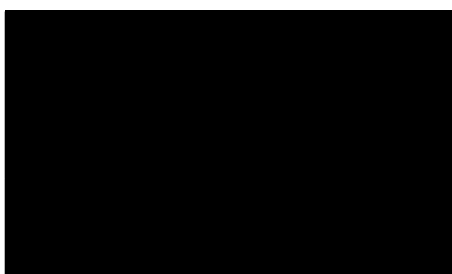
- 4.6 In support of a valid invoice the Supplier shall as a minimum provide to the Authority a signed delivery note confirming receipt of the Goods at the Authority's nominated Warehouse or any other agreed point(s) of delivery.
- 4.7 If you have any queries regarding an outstanding payment, please contact tandt.sbs@nhs.net.

5 Delivery and Risk:

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

The Authority's nominated warehouse or any other agreed point(s) of delivery.

The Authority's nominated warehouse is:



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~~ (*delete as appropriate*)

Which Party is to be responsible for the costs of returning/collecting the Goods: SUPPLIER / ~~AUTHORITY~~ (*delete as appropriate*)

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 and initial volume forecast mentioned in Appendix B ("Initial Forecast"). 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 and the Supplier have agreed the Initial Forecast as stated in Appendix B for the Goods between June 2021 to March 2022.
- 7.3 On or around entering into the Contract, the Authority shall provide a monthly forecast ("Revised Forecast") on a monthly basis setting out the Authority's anticipated requirements for the Goods. If the Authority fails to make such an update in any month, the Initial Forecast for the immediately succeeding month will apply. In the event the Supplier cannot fulfill one or more of the monthly forecasts then any proposed reduction either in part or in total by the Supplier shall be agreed at the Authority's sole discretion. Such agreement by the Authority shall not be unreasonably withheld.
- 7.4 The Authority shall notify the Supplier on a monthly basis the actual requirement for the Goods for the following 6 week period. Where such requirement is below the Initial Forecast or Revised Forecast, whichever is the latter, the Authority shall advise the Supplier by the provision of no less than 24 hours' notice prior to the Goods being shipped.
- 7.5 The Authority can notify the Supplier on a weekly basis its actual requirement for the Goods and where such requirement is below the current 6 week forecast for a subsequent week then the Authority can request the Supplier to hold in reserve for the Authority the quantities of Goods required to meet the forecast to be shipped at a later date to be agreed between the parties (subject to section 7.6 below).
- 7.6 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.
- 7.7 At least once per month, the Authority, unless otherwise agreed, will hold a call / meeting with the Supplier to determine the Authority's current demand for the Goods. At such calls / meetings:
- (i) The Authority shall review current inventory levels in accordance with the Initial Forecast for the following month and the remainder of the Contract term;
 - (ii) The Authority shall state to the Supplier the volume of the Goods required for delivery in the following month and the date of delivery to the Authority's nominated warehouse or any other agreed point(s) of delivery;
 - (iii) Any Revised Forecast agreed between the Parties shall be confirmed in writing to the Supplier by the Authority's authorised representative; and,
 - (iv) Discuss such other matters as the parties may consider appropriate.

8 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.

9 Contract Managers

The Suppliers Contract Manager is: [REDACTED]

The Authority's Contract Manager is: [REDACTED]

For the purposes of Schedule 2 - clause 27.1 (Notice) of the Call-off Terms and Conditions notices shall be sent to:

For the Supplier: [REDACTED]

For the Authority: [REDACTED]

10 Frequency of meetings

At least once per month as stated in clause 7.7 above unless otherwise agreed.

11 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:

(a) All universal fit pipette tips must meet ISO 8655-2.

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

The Goods are not permitted to carry the CE IVD mark as they are for general laboratory use only and are not specifically intended to be used for in vitro diagnostic examination.

12 Requirements for Use by Dates

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

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 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 Name: [REDACTED]

Job Title: [REDACTED]

Date of Signature: June 18, 2021
...../...../20.....

Signed by
for and on behalf of the Authority

Print Name: [REDACTED]

Job Title: [REDACTED]

Date of Signature: 4/June/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

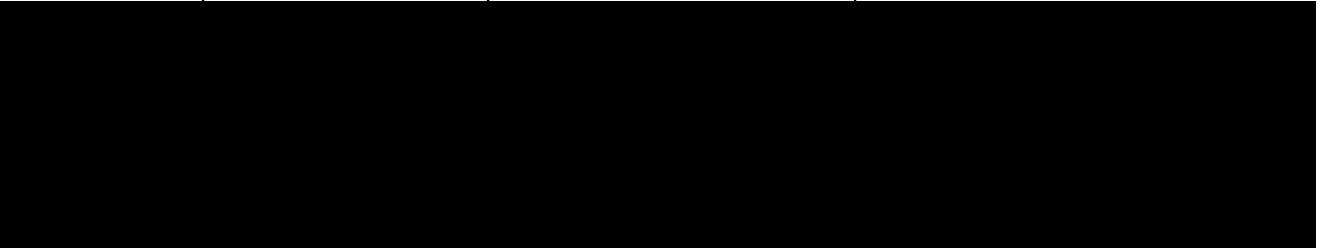
1.1 The objective of the Contract is the provision of [REDACTED] to support the Covid-19 testing programme for the period 7th June 2021 to 31st March 2022.

1.2 Detailed specifications are in Annex A.

1.3 The Authority require [REDACTED] as detailed in Section 2 below.

2. PRODUCT OVERVIEW

2.1 The requirements covered by this Contract have been split as follows:



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.

3. DELIVERY

3.1 Deliveries 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 must be palletised as per the specification below:
- The Goods on the pallet must not exceed 1.8m in height and this must take into consideration the height of the pallet that the Goods are to be delivered on.
 - Pallets should preferably be a standard UK 4 way pallet (pallet size 1.2m x 1m), however, direct European loads on EPAL Euro pallets may be accepted after agreement.
 - All pallets must be securely shrink-wrapped.
 - When there is more than one PO on a trailer, the pallets must be clearly separated by PO.
 - There must be no loose cartons on top of pallets.
 - Pallets must contain only one SKU/Manufacturer Product Code (MPC) per pallet.
 - Pallets used must be fit for storage in racks, undamaged and stable to allow safe handling.
 - Products must be stacked onto pallets taking note of the case direction i.e. a 'This Way Up' marker.

- 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 must be identified to the Supplier within 5 days of identification. The product must 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 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 made to the agreed delivery slots.
- 3.14 Current delivery locations are stated below:

GOODS	DELIVERY FREQUENCY	DELIVERY LOCATION	DELIVERY HOURS

4. STORAGE

- 4.1 Products must be able to be transported and stored (in the warehouse before transport) at ambient temperature defined here as 15°C – 25°C.
- 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 weekly basis with the relevant Supplier Relationship Manager.
- 5.2 Formal contract management meetings must take place on a monthly and quarterly basis with an agenda to be agreed between both parties.

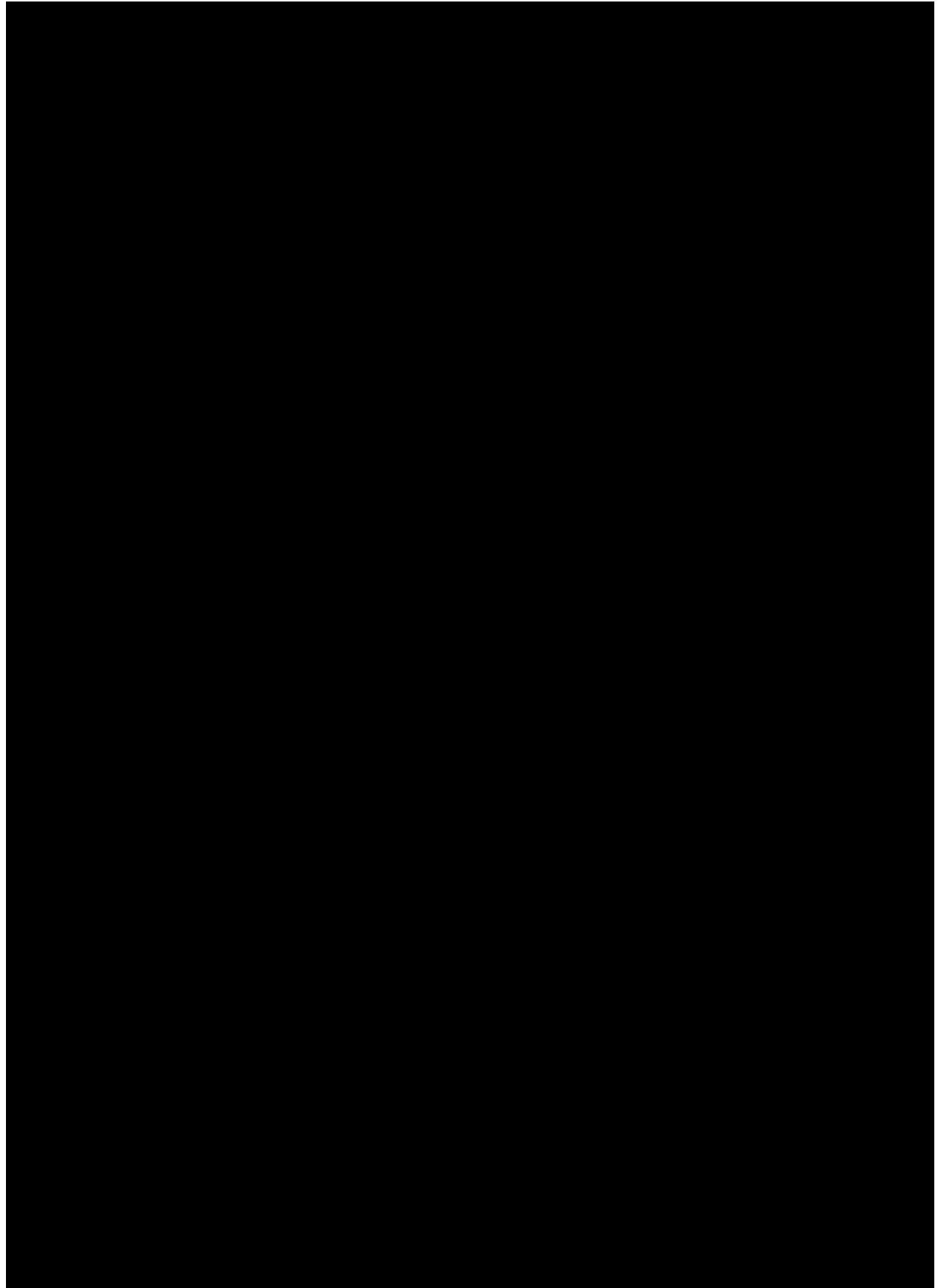
Key Performance Indicators

- 5.3 The implemented contract must 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.

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:



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 within the timetable set out in the Remedial Proposal in accordance with Clause 7.7.2, 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. 6p to 9am Monday to Friday and 9am-5p 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 meet the following standards:

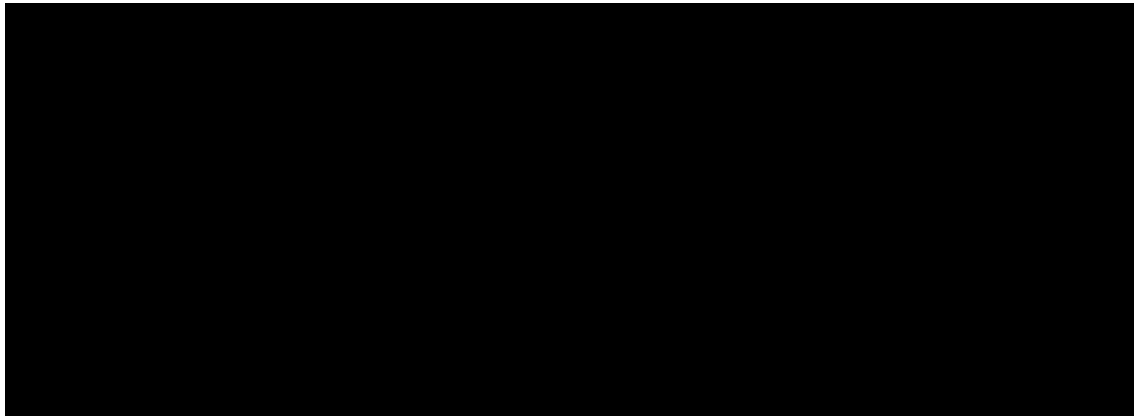
(a) All [REDACTED].

(b) All [REDACTED] and all relevant [REDACTED] certification must be provided [REDACTED]

2. [REDACTED] must meet the following requirements:

(a) [REDACTED] must be compatible with all major pipettor brands

(i) Including, but not limited to:



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

Appendix B

**INITIAL FORECAST
ESTIMATED PACK VOLUMES & PRICING**

