

**NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND
SERVICES ORDER FORM**

Abbott Rapid Diagnostic Limited
[REDACTED]

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: [REDACTED] / 22 December 2021 **Contract Reference C57285**

The Parties:

- (1) Abbott Rapid Diagnostic Limited registered in United Kingdom no 01716581 and having its registered office at Pepper Road, Hazel Grove, Stockport, Cheshire, SK7 5BW (the "**Supplier**"); and
- (2) The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency, Nobel House, Smith Square, London, SW10 3HX (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 (Pathology and Point of Care Testing, Associated Equipment, Instruments, Consumables, Accessories, and Managed Services. OJEU REF - 2019/S 212-519575) (including its Schedules) as Appendix 3a.
4. The Specification; and
5. The Framework Agreement (including its Schedules).

Any purchase order issued by the Authority in respect of this Agreement does not form part of this Agreement.

2 The Goods

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

- [REDACTED] ID Now Inc Printer & Barcode Scanner (Item Number: SB0192)
- [REDACTED] UNIVERSAL PRINTER LABELS 59MM (Item Number: 26333)

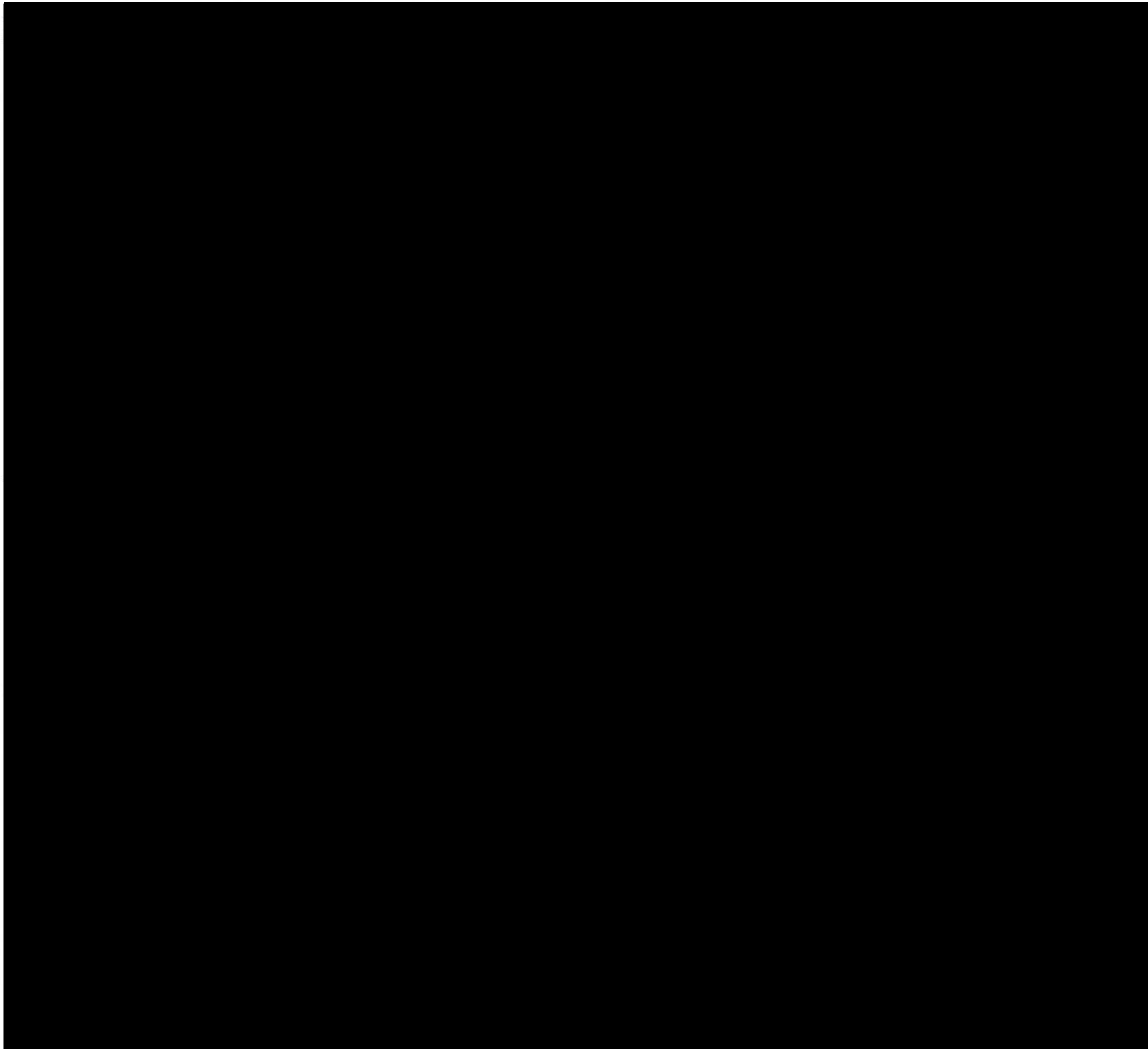
(the "**Goods**")

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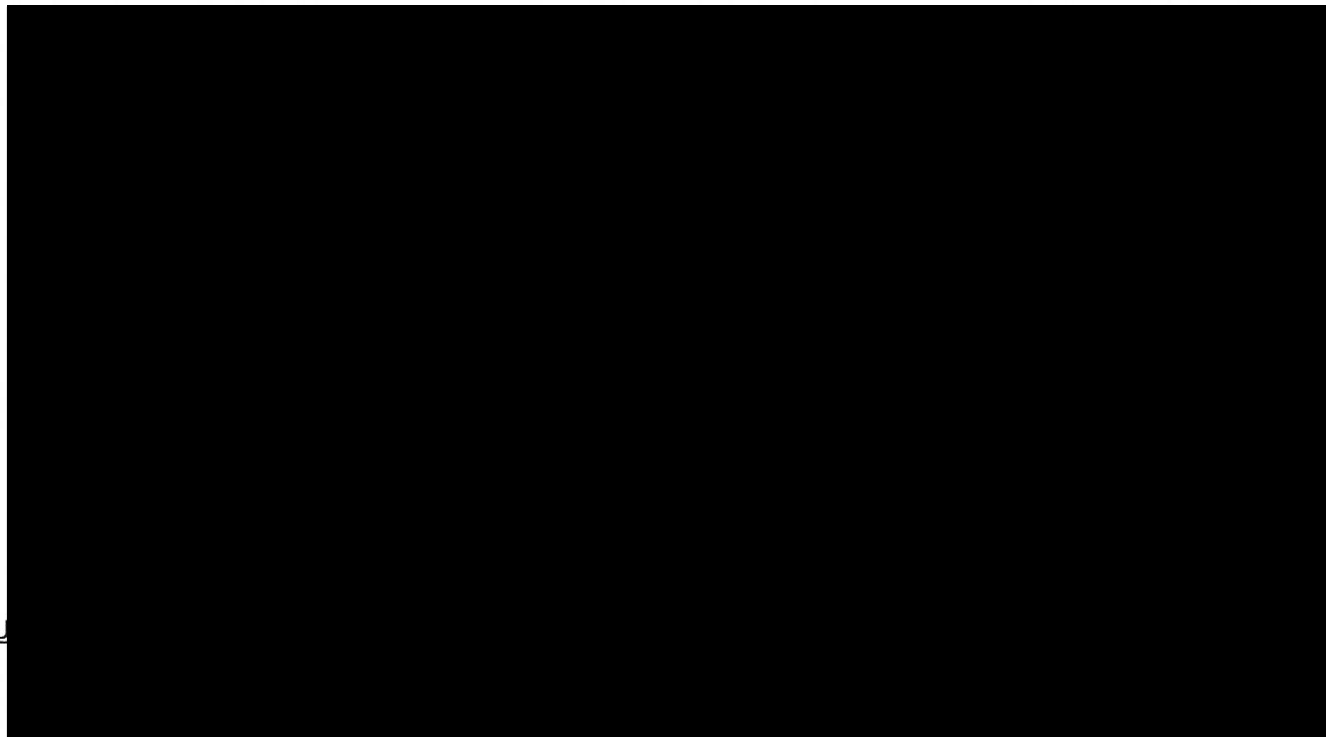


The Goods shall be supplied in accordance with the following specification (the “Specification”):



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3 Contract Period and Termination

- 3.1 This Contract shall commence on 22 December 2021 (the “**Commencement Date**”) and shall, subject to clause 1.5 and unless terminated earlier, or extended, in accordance with its terms, expire on 31st March 2022 (the “**Term**”).
- 3.2 Without prejudice to any other right of termination set out in this Contract, the Authority shall be entitled to pause or terminate this contract, in whole or in part, for convenience by giving the Supplier not less than four (4) weeks' notice in writing.
- 3.3 The Authority may extend the contract for the period 1 April 2022 to 31 March 2023, or such shorter period as the Authority may specify in the notice, (the “**Extension Period**”) by giving the Supplier written notice no later than 28th February 2022.

4 Price of Goods

- 4.1 Subject to Clause 7.2, the maximum value of the Goods that can be ordered under this Contract is one hundred ninety thousand, pounds (£190,000) (the “**Contract Price**”). Full details of the Contract Price is contained in Appendix 1 of this Order Form. For the avoidance of doubt, the Authority is not committed to pay the Contract Price.
- 4.2 The Contract Price excludes VAT at the applicable rate but is inclusive of freight and delivery charges.

5 Delivery and Risk:

- 5.1 The Supplier shall deliver agreed quantities of the Goods to the delivery locations within the United Kingdom and Northern Ireland as directed by the Authority Operational Supplies team (the “**Delivery Locations**”). The Authority shall inform the Supplier of the Delivery Location and delivery location contacts when Goods are called off.
- 5.2 All planned deliveries shall be pre-advised by the Supplier to the Authority's primary delivery contact and the additional delivery contact stated below (individually or collectively known as the “**Delivery Contact**”) at least 24

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hours prior to shipping:

5.2.1 Primary delivery contact: [REDACTED] and

5.2.2 Additional delivery contact: [REDACTED]

5.3 The Supplier shall provide the following data when notifying the Delivery Contact:

5.3.1 Supplier name;

5.3.2 Authority's Order Number;

5.3.3 Item reference, Supplier's part code, description and quantity;

5.3.4 Item / pallet / carton reference for multi-pallet / carton shipments; and

5.3.5 Full detailed despatch / pack list at item level and any special instructions originally entered for Authority's Order (e.g. project).

5.4 The Delivery Contact will confirm:

5.4.1 Booking reference number;

5.4.2 Date and time of delivery slot (where applicable); and

5.4.3 Delivery address.

5.5 The Supplier shall ensure that all Goods are labelled with the PO number, product description, part number, volume, batch number, storage requirements and barcode.

5.6 Delivery of the Goods shall be considered to have occurred when the Delivery Contact or other authorised representative of the Authority at the Authority's nominated location has signed the delivery note confirming receipt.

5.7 Risk will pass to the Authority on the Goods in accordance with clause 2 (Delivery of the Goods and passing of risk and ownership of the Goods) of the Call Off Terms and Conditions.

5.8 Deliveries take place in accordance with the shipping schedule agreed between the Parties in paragraph 7 of this Order Form

5.9 The Authority may refuse unscheduled deliveries. In such event, the Supplier shall rearrange delivery utilising the delivery process set out in this Clause 5.

6 Return Conditions

The Return Conditions will be as follows:

6.1 The Supplier is responsible for collecting the Goods.

6.2 The Supplier is responsible for the costs of returning/collecting the Goods.

6.3 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

7.1 Warranty:

7.1.1 The Supplier shall provide a two (2) year warranty on equipment which shall commence from the date of delivery in accordance with Clause 10 of the Call-Off Terms and Conditions.

7.1.2 In the event that Goods are deemed to be Defective Goods by the Authority, the Authority, at its sole discretion, shall provide a written request or written notice to the Supplier in accordance with Schedule 2, clause 4.7 of the Call-Off Terms and Conditions.

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7.2 Ordering Process:

- 7.2.1 Following execution of the Contract, the Authority shall submit to the Supplier a purchase order for the sum of One Hundred Ninety thousand pounds (£190,000 Excl. VAT), the amount of which shall be the maximum value of Goods which can be ordered during the Contract Period (the "**Purchase Order**"). Thereafter, the Goods shall be called off by the Authority against the Purchase Order in accordance with the ordering process in this Clause 7.2.
- 7.2.2 The Authority shall confirm required orders to the Supplier weekly giving the Supplier five (5) working days' notice of any orders. The Supplier shall deliver to such call off requirements unless otherwise agreed with the Authority.
- 7.2.3 At the Contract Management meeting organised by the Authority fortnightly, which the Supplier shall attend, the Authority shall confirm its current demand for the Goods. At such meetings, the Parties shall:
- (i) review the volume of Goods to be delivered for the following week;
 - (ii) review current inventory levels for Goods and
 - (iii) discuss such other matters as the Parties may consider appropriate
- 7.2.4 If the Authority requires additional Goods above the total number of Goods set out in this order form, under the same terms set out in this Contract, the Authority will do this by submitting a new order form. The Supplier shall use its best endeavours to fulfil any Authority orders for such additional Goods in the timescales required.
- 7.2.5 In the event of the Contract's expires or is termination early for whatever reason, the Supplier shall only invoice for the any stock that has been shipped and not previously invoiced.
- 7.2.6 The Parties agree that notwithstanding submission of the Purchase Order to the Supplier, but subject to Clause 7.2 of this Order Form, the Authority is only committed to purchasing the quantities of the Goods that have been agreed by the Authority as part of this Order Form.

7.3 Invoicing Terms

- 7.3.1 Payment terms are net 30 days from receipt of a valid invoice.
- 7.3.2 Within 10 Business Days of receipt of the Supplier's countersigned copy of the Contract, the Authority will send a unique purchase order ("PO") number. The Supplier must be in receipt of a valid PO number before submitting an invoice.
- 7.3.3 The Supplier shall provide a consolidated monthly invoice to the Authority for all Goods delivered and accepted by the Authority each month.
- 7.3.4 All invoices must be sent for approval and must include the proof of delivery to the Authority's designated finance mailbox e-mail: payables@phe.gov.uk and their agreed representative before being submitted for payment.
- 7.3.5 All invoices must be sent quoting a valid purchase order number. The Supplier shall provide a current statement of accounts on a monthly basis; this is a standard commercial process and should show all invoices raised and amounts outstanding.
- 7.3.6 The Supplier shall provide compliant invoices that include, as a minimum, a valid PO number, PO line item number (if applicable), PO 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 a payment.

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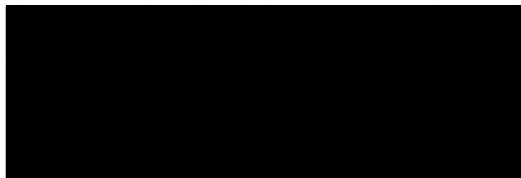
- 7.3.7 In support of Goods delivered the Supplier shall provide to the Authority a signed delivery note confirming receipt of the Goods at the Authority's nominated Delivery Locations.
- 7.3.8 Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to: payables@phe.gov.uk
- 7.3.9 The Authority shall have the right to audit Supplier stock at any time on not less than 5 business days' notice. The Parties shall be responsible their own expenses or costs that occur as part of any of these audits.

8 Authority Obligations

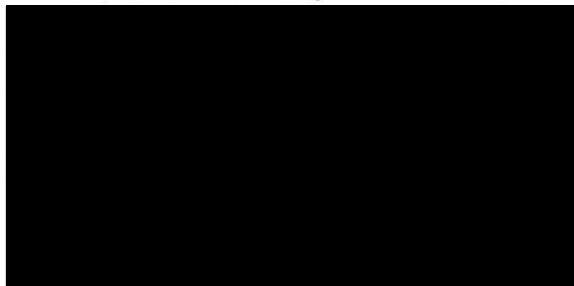
The Authority shall accept or reject the Goods promptly following the Supplier's delivery to the Authority

9 Contract Managers

The Supplier's Contract Managers are:



The Authority's Contract Manager are:



10 Frequency of meetings

- 10.1 The Authority's Contract Manager (or their delegate) and Supplier's Contract Manager shall meet weekly (or such other frequency as reasonably requested by the Authority to discuss the Supplier's performance and other matters connected to the delivery of the Contract.
- 10.2 At the Authority's request, and within five (5) Working Days of such request, the Supplier shall provide such management information to the Authority as the Authority may reasonably requests from time to time (including without limit any information about the Supplier's supply chain and its compliance in relation to sustainability requirements). The Contract Managers shall meet no less than monthly to discuss the operation of this Contract
- 10.3 Contract management meeting will be set up to monitor the following:
- Delivery on time and in full;
 - Stock Level held by the Supplier at the Authority's request;
 - Issues;
 - Invoicing; and
 - Discuss such other matters as the Parties may consider appropriate.

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11 Quality Assurance Standards for the Goods

- 11.1 The quality assurance standards set out in the Supplier's Specification set out Clause 2 of this Order Form shall apply to the manufacture and supply of the Goods.

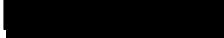
12 Requirements for Use by Dates

- 12.1 The Supplier shall ensure that the Goods have an expiry date of at least six (6) months following the date of delivery by the Supplier.

13 Data Protection Protocol

- 13.1 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:

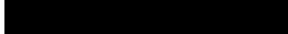
Signed by 
for and on behalf of the Supplier

Print Name: 

Job Title: FINANCE DIRECTOR

Date of Signature: 22/12/2021

Signed by 
for and on behalf of the Authority

Print Name: 

Job Title: Deputy Director, Commercial

Date of Signature: 22 December 2021

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[REDACTED]

Appendix 1

Contract Price

