

**LAB4040 SU Framework Agreement: Schedule 1:
Order Form and Call Off Contract**

The Secretary of State for Health and Social Care acting as part of the Crown through **UK Health Security Agency** of Nobel House, 17 Smith Square, London SW1P3JR, (the "**Authority**")

And

VWR INTERNATIONAL LTD of Hunter Boulevard, Magna Park, Lutterworth, Leicestershire LE17 4XN (the "**Supplier**")
(Registered No. 01932827)

07th January 2022

Dear Supplier,

Call-Off Contract No. C58765 for the supply of Goods and/or Services

Further to the Framework Agreement, the Authority requires supply of the Goods and/or Services described below in accordance with the terms of the Framework Agreement, this Order Form and the Call-Off Terms and Conditions

The particulars of this Call-Off Contract are set out below:

Item	Description		
Order Form Reference:	The Order Form Reference is C58765		
Parties	<p>Between:</p> <p>The Secretary of State for Health and Social Care acting as part of the Crown through UK Health Security Agency of Nobel House, 17 Smith Square, London SW1P3JR (the "Authority")</p> <p>and</p> <p>VWR INTERNATIONAL LTD of Hunter Boulevard, Magna Park, Lutterworth, Leicestershire LE17 4XN (the "Supplier")</p>		
Call-Off KPIs (Cl.1)	Performance Target	Key Indicator	Performance Measure
	Guarantee to deliver all Goods covered under this Contract within the lead-times specified to member locations throughout the UK.	Delivery of Goods	99% of Goods delivered on time in full

	Stock availability of products listed in the catalogue throughout the Term (of this Contract)	Product Availability	99% of Goods available at all times
	Product reliability	Failure rate of Goods under warranty	Less than 1% of Goods provided have reported faults
	Respond to all operational enquiries within four working hours.	Provision of Response	95%
	Invoice accuracy.	Accuracy	95% of all invoices are submitted accurately
	Invoice timeliness.	Timeliness	95% of all invoices are submitted on time
Charges (Cl.1)	<p>The Charge(s) for this Order consists of:</p> <ul style="list-style-type: none"> RAIN17014382 - [REDACTED] RAIN17014393 - [REDACTED] RAIN17014388 - [REDACTED] RAIN17014392 - [REDACTED] RAIN17014384 - [REDACTED] RAIN17014391 - [REDACTED] RAIN17013811 - [REDACTED] RAINE12-300XLSPLUS - [REDACTED] RAIN17014497 - [REDACTED] <p>The contract value is £300,000.00. The Authority does not commit to purchase any volume of the listed products. The contract value indicates maximum value that is available to be spend under the contract.</p> <p>The above prices are valid until 31.12.2022. Price for each product after this date will be agreed between both parties in writing according to Framework Terms and Conditions.</p> <p>Any additional items that shall be purchased under the scope of this contract will be agreed between both parties in writing and attached to this contract as annexes.</p>		
Contract End Date (Cl. 1)	<ul style="list-style-type: none"> 07th January 2024 		
Customer Liability	N/A		

Cap (Cl. 1)	
Delivery Date(s) (Cl. 1)	<p>The Supplier shall deliver the Goods to the Authority by the following date(s):</p> <p>Delivery dates will be agreed and specified prior to each specific delivery.</p>
Defects Rectification Period (Cl. 1)	<p>In respect of the Goods to be supplied under this Call-Off Contract, the period ending [12] ([twelve]) months after the Contract End Date, or in respect of any Goods that are repaired or replaced under [Clause 6.5] of the Call-Off Terms and Conditions, the period ending [12] ([twelve]) months after replacement of such Goods.</p>
Goods (Cl. 1)	<p>The Goods to be supplied under this Call-Off Contract are as follows:</p> <ul style="list-style-type: none"> RAIN17014382 Micropipette, Pipet-Lite™, Variable volume, 100 - 1000 µl, No. of channels: 1, Accuracy: $\pm 3,0 - \pm 0,8$ %, Imprecision: $\pm 0,6 - \pm 0,15$ %, With: LTS™ RAIN17014393 Micropipette, Pipet-Lite™, Variable volume, 0,1 - 2 µl, No. of channels: 1, Accuracy: $\pm 12,0 - \pm 1,5$ %, Imprecision: $\pm 6,0 - \pm 0,7$ %, With: LTS™ RAIN17014388 Micropipette, Pipet-Lite™, Variable volume, 0,5 - 10 µl, No. of channels: 1, Accuracy: $\pm 2,5 - \pm 1,0$ %, Imprecision: $\pm 1,2 - \pm 0,4$ %, With: LTS™ RAIN17014392 Micropipette, Pipet-Lite™, Variable volume, 2 - 20 µl, No. of channels: 1, Accuracy: $\pm 7,5 - \pm 1,0$ %, Imprecision: $\pm 2,0 - \pm 0,3$ %, With: LTS™ RAIN17014384 Micropipette, Pipet-Lite™, Variable volume, 10 - 100 µl, No. of channels: 1, Accuracy: $\pm 3,5 - \pm 0,8$ %, Imprecision: $\pm 1,0 - \pm 0,15$ %, With: LTS™ RAIN17014391 Micropipette, Pipet-Lite™, Variable volume, 20 - 200 µl, No. of channels: 1, Accuracy: $\pm 2,5 - \pm 0,8$ %, Imprecision: $\pm 1,0 - \pm 0,15$ %, With: LTS™ RAIN17013811 Micropipette, Pipet-Lite™ XLS™, Variable volume, 20 - 300 µl, No. of channels: 12, Accuracy: $\pm 2,5 - 0,8$ %, Imprecision: $\pm 1 - 0,15$ % RAINE12-300XLSPLUS Pipette E4 XLS Electronic 12 Channel with LTS Shaft 20-300ul RAIN17014497 Micropipette, Pipet-Lite™ XLS™, Variable volume, 100 - 1200 µl, No. of channels: 12, Accuracy: $\pm 3,6 - 0,8$ %, Imprecision: $\pm 0,6 - 0,15$ %
Premises (Cl. 1)	<p>The Goods are to be delivered to and/or the Services are to be supplied at the location specified on each Purchase Order raised by the Authority</p>

Services (Cl. 1)	<ul style="list-style-type: none"> N/A 								
Services Commencement Date (Cl. 1)	N/A								
Services End Date (Cl. 1)	N/A								
Supplier Liability Cap (Cl. 1)	Means the amount of 120% of the total contract value								
Instalments (Cl. Error! Reference source not found.)	N/A								
Notices (Clause 19.3)	<p>Any written notice provided under Clause 19.1 shall be sent:</p> <p>In the case of the Authority:</p> <p>To: [REDACTED]</p> <p>Marked for the attention of: Contract Manager for C58765</p> <p>In the case of the Supplier</p> <p>To: [REDACTED]</p> <p>Marked for the attention of: Account Manager</p>								
Data Protection Particulars (Schedule 4)	<table> <tr> <td>The subject matter and duration of the Processing</td><td>N/A</td></tr> <tr> <td>The nature and purpose of the Processing</td><td>N/A</td></tr> <tr> <td>The type of Personal Data being Processed</td><td>N/A</td></tr> <tr> <td>The categories of Data Subjects</td><td>N/A</td></tr> </table>	The subject matter and duration of the Processing	N/A	The nature and purpose of the Processing	N/A	The type of Personal Data being Processed	N/A	The categories of Data Subjects	N/A
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The categories of Data Subjects	N/A								

This Call-Off Contract incorporates all the terms and conditions of the Framework Agreement.

For the avoidance of doubt where you have carried out any work prior to the date of this Call-Off Contract in any way related to the Goods and/or Services to be supplied under this

Call-Off Contract the terms and conditions of this Call-Off Contract and the Framework Agreement shall apply in respect of such work.

Words and expressions which are defined in the Framework Agreement shall have the same meaning in this Call-Off Contract unless expressly defined otherwise here.

You must not make any amendments to the Call-Off Terms and Conditions.

Nothing in this Call-Off Contract shall confer or purport to confer on any third party any benefit or the right to enforce any term of this letter pursuant to the Contracts (Rights of Third Parties) Act 1999.

Please sign and return the attached copy of this Order Form to signify your acceptance of its contents;

Yours faithfully
[Redacted Signature]
.....
for and on behalf of the **[Authority]**

Name: [Redacted]
Designation: [Redacted]
Date: 26/01/2022

Accepted and acknowledged by:
[Redacted Signature]
.....
for and on behalf of the **[Supplier]**

Name: [Redacted]
Designation: [Redacted]
Date: January 26, 2022