



**LAB5061 LU Framework Agreement: Schedule 1:
Order Form and Call Off Contract**

Part 1: ORDER FORM

The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security (the “Customer”)

Nobel House, Smith Square, London, SW10 3HX

And

VWR International Ltd. registered no. 01932827 and having its registered office at Hunter Boulevard, Magna Park, Lutterworth, Leicestershire, LE17 4XN (the “**Supplier**”)

Dear Sirs

Call-Off Contract No. [1] for the supply of Goods and/or Services

Further to the Framework Agreement dated 15th June 2021, we wish to instruct you to supply 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, as further set out and described in Brief attached at Annex A.

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

Item	Description
Order Form Reference: (Front page of Call-Off Terms and Conditions)	C56938
Parties	<p>Between:</p> <p>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 “Customer”); and</p> <p>VWR International Ltd. registered number 01932827 having its registered office is at Hunter Boulevard, Magna Park, Lutterworth, Leicestershire, LE17 4XN (the “Supplier”).</p>
Call-Off KPIs (Cl. Error!	



Reference source not found.)	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
	Reliability of all ordering systems utilised under this Contract including online ordering system, telephone, email,	Availability and Down Time	Ordering systems are reliable 97% of the time during the Term (of this Contract) (excluding pre-notified maintenance periods)
Charges (Cl.1)	<p>The maximum value of the Goods that can be ordered under this Contract is one hundred and four thousand, one hundred and thirty-four pounds only (£104,134), including delivery and freight costs (the “Contract Charges”). Full details of the Contract Charges are contained in Appendix 1 of this Order Form. For the avoidance of doubt, the Customer is not committed to pay the Contract Charges.</p> <p>The Contract Charges excludes VAT at the applicable rate and any other taxes and are inclusive of freight and delivery charges.</p>		



Contract End Date (Cl. 1)	<p>This Contract shall commence on 6 June 2022 ("Commencement Date") and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 12 September 2022 (the "Contract Term").</p> <p>Without prejudice to any other termination set out in this Contract, the Customer shall be entitled to pause or terminate this contract, in whole or in part, for convenience by giving the Supplier not less than thirty (30) days' notice in writing.</p>
Customer Liability Cap (Cl. 1)	<p>The Customer's Liability Cap shall not exceed the Contract Charges which is one hundred and four thousand, one hundred and thirty-four pounds only (£104,134) including delivery and freight cost.</p>
Delivery Date(s) (Cl. 1)	<p>The Supplier shall deliver the agreed quantities of the Goods to the Premises outlined below in the "Premises" section.</p> <p>The Supplier shall deliver the Goods within seventy working days (70) from the Contract Commencement Date and no later than the 12 September 2022.</p> <p>All planned deliveries shall be pre-advised by the Supplier to the Customer's primary delivery contact stated below (individually or collectively be known as the "Delivery Contact") at least 48 hours prior to shipping:</p> <p>Primary delivery contact: [REDACTED]</p> <p>Additional delivery contact: N/A</p> <p>The Supplier shall provide the following data when notifying the Delivery Contact:</p> <p>Supplier name;</p> <p>Customer's Order Number;</p> <p>Item reference, Supplier's part code, description and quantity;</p> <p>Item / pallet / carton reference for multi-pallet / carton shipments; and</p> <p>Full detailed despatch / pack list at item level and any special instructions originally entered for Customer's Order (e.g. project).</p> <p>The Delivery Contact will confirm:</p> <p>Booking reference number;</p> <p>Date and time of delivery slot (where applicable); and</p> <p>Delivery address.</p>

[illegible]



Premises (Cl. 1)	The Supplier shall deliver agreed quantities of the Goods are to at the site as set out below (the “ Premises ”):					
Services (Cl. 1)	The Services to be supplied under this Call-Off Contract are as follows:					
	<table><tr><td colspan="2">Servicing</td></tr><tr><td></td><td></td></tr></table>			Servicing		
Servicing						



	<p>Warranty:</p> <p>The Supplier shall provide twelve (12) month warranty which shall commence from the date of acceptance of the Goods.</p> <p>The Services shall include:</p> <ul style="list-style-type: none"> • Service inspection reports to be provided by the Supplier to the Customer within 24 hours of the servicing being performed. • Onsite Engineering support shall be provided between the hours of 08:30a.m. to 17:00 hours Monday to Friday excluding bank holidays. • Standard response for fault reporting upon receipt of Customer email or telephone is four (4) hours. Enquires received after 3p.m., may result in enquiry being actioned in the morning of following day. • Service admin team reporting all Customer repairs to engineering support team is typical two (2) hours with maximum of four (4) hours. 								
<p>Services Commencement Date (Cl. 1)</p>	<p>Supply of the Services is to commence on 16 May 2022 or upon full delivery, installation, commissioning and acceptance of the Goods by the Customer, whichever date is the latest.</p>								
<p>Services End Date (Cl. 1)</p>	<p>Subject to the Services Commencement Date, the supply of the Services is to end on 30 April 2023 or one year from the date of full deliver, installation, commissioning and acceptance of the Goods.</p>								
<p>Supplier Liability Cap (Cl. 1)</p>	<p>The Supplier shall put in place and maintain in force the following insurances with the following minimum cover per claim:</p> <table border="1"> <thead> <tr> <th>Type of insurance required</th><th>Minimum cover</th></tr> </thead> <tbody> <tr> <td>Employer's Liability</td><td>£5,000,000</td></tr> <tr> <td>Public Liability</td><td>£5,000,000</td></tr> <tr> <td>Product Liability</td><td>£5,000,000</td></tr> </tbody> </table>	Type of insurance required	Minimum cover	Employer's Liability	£5,000,000	Public Liability	£5,000,000	Product Liability	£5,000,000
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Public Liability	£5,000,000								
Product Liability	£5,000,000								
<p>Instalments (Cl. Error! Reference source not found.)</p>	<p>The stages of payment described in Clause Error! Reference source not found. of the Call-Off Terms and Conditions are N/A</p>								
<p>Notices (Clause 19.3)</p>	<p>Any written notice provided under Clause 19.1 shall be sent:</p> <p>In the case of the Customer:</p> <p>To: [REDACTED]</p>								



	<p>E-mail : [REDACTED]</p> <p>In the case of the Supplier:</p> <p>To: TECHNICAL OFFICE 2nd Floor Magna Park, Hunter Boulevard Lutterworth, Leicester LE17 4XN Email: [REDACTED]</p> <p>Marked for the attention of: [REDACTED] – Technical Officer</p>									
<p>Data Protection Particulars (Schedule 4)</p>	<table border="1"> <tr> <td data-bbox="443 763 802 857">The subject matter and duration of the Processing</td> <td data-bbox="802 763 1289 857">The parties will Process Personal Data in the context of: N/A</td> </tr> <tr> <td data-bbox="443 857 802 952">The nature and purpose of the Processing</td> <td data-bbox="802 857 1289 952">The Processing will be for the purposes of: N/A</td> </tr> <tr> <td data-bbox="443 952 802 1077">The type of Personal Data being Processed</td> <td data-bbox="802 952 1289 1077">The Personal Data will include: N/A</td> </tr> <tr> <td data-bbox="443 1077 802 1193">The categories of Data Subjects</td> <td data-bbox="802 1077 1289 1193">The Data Subjects will include: N/A</td> </tr> </table>		The subject matter and duration of the Processing	The parties will Process Personal Data in the context of: N/A	The nature and purpose of the Processing	The Processing will be for the purposes of: N/A	The type of Personal Data being Processed	The Personal Data will include: N/A	The categories of Data Subjects	The Data Subjects will include: N/A
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The type of Personal Data being Processed	The Personal Data will include: N/A									
The categories of Data Subjects	The Data Subjects will include: 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;

Please also sign and return the attached two copies of the Call-Off Terms and Conditions. We will sign Call-Off Terms and Conditions and date them as agreed between ourselves and will return one of the dated copies to yourselves.



Yours faithfully

[Redacted signature]

for and on behalf of the [CUSTOMER]

Name: [Redacted name]

Designation: Lead Category/ Commercial
Manager

Date: 31 May 2022

Accepted and acknowledged by:

[Redacted signature]

for and on behalf of [SUPPLIER]

Name: [Redacted name]

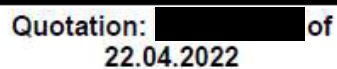
Designation: FP&A Director

Date: June 1, 2022



Appendix 1

Commercial Proposal & Quotation



Item	Product Code	Qty x Pack size	Qty x Price (£)	Offer Price (£)
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