



PART 1 – ORDER FORM

UK Health Security Agency
10 South Colonnade, London, E14 4PU

Carl Zeiss Limited
Zeiss House – Building 1030
Cambourne Business Park, Cambourne
Cambridge, CB23 6DW
Company number 00542141

Friday 15th November 2024

To whom it may concern

Call-Off Contract No. C307577 for the supply of Goods

- 1 Further to the Framework Agreement dated 31st May 2022, we wish to instruct you to supply the Goods 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.
- 2 The particulars of this Call-Off Contract are set out below:

Item	Description						
Order Form Reference: (Front page of Call-Off Terms and Conditions)	The Order Form Reference is C307577						
Parties	Between: (1) UK Health Security Agency whose registered office is at 10 South Colonnade, London, E14 4PU (Customer) ; and (2) Carl Zeiss Limited (company number 00542141) whose registered office is at Zeiss House – Building 1030, Cambourne Business Park, Cambourne, Cambridge, CB23 6DW. (Supplier) .						
Call-Off KPIs <div></div> <div></div>	<table><tr><th>Performance Target</th><th>Key Indicator</th><th>Performance Measure</th></tr><tr><td>Guarantee to deliver all Goods covered under this Contract within the lead-times specified to member locations throughout the UK.</td><td>Delivery of Goods</td><td>99% of Goods delivered on time in full</td></tr></table>	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
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	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, punch out from e-marketplace	Availability and Down Time	Ordering systems are reliable 97% of the time during the Term (of this Contract) (excluding pre-notified maintenance periods)
Charges [REDACTED]	Contract value: £28,335.00 (twenty eight thousand, three hundred & thirty five pounds) for the 12-months initial contract term.		
Contract Start Date [REDACTED] [REDACTED]	<p>Means the later of:</p> <ul style="list-style-type: none"> The Contract Term starts 18/11/2024 or Start date shall be on the date of the last person to sign this order form. 		
Contract End Date [REDACTED] [REDACTED]	<p>Means the later of:</p> <ul style="list-style-type: none"> The Contract Term ends 17/11/2025 The Parties may exercise an option to extend this contract for an additional 12 months, with the possibility of a maximum extension of up to 36 months. 		
Customer Liability Cap (Cl. 1.1)	Means the amount of [REDACTED].		



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Delivery Date(s) 	<p>All planned Services delivery shall be pre-advised by the Supplier to the Authority's primary delivery contact stated below at least 48 hours prior to attendance.</p>
Defects Rectification Period 	<p>In respect of any Goods that are repaired or replaced under  the Call-Off Terms and Conditions, the Supplier should be notified in writing within 48 hours of any damages, shortages or errors.</p>
Goods 	<p>NOT USED</p>
Premises 	<p>The Services are to be delivered to UK Health Security Agency - Manor Farm Road, Porton Down, Salisbury, SP4 0JG</p>
Services 	<p>The Services to be supplied under this Call-Off Contract are as follows:</p> <p>The supplier will be monitored through regular meetings (quarterly) to ensure the deliverables will be met as set out in the contract. The Key Performance indicators as outlined in their own Protect Premium Plan (included in the quote in the project overview) are:</p> <ul style="list-style-type: none"> • Supplier to provide an annual preventative instrument maintenance at no extra cost. • Supplier to provide the highest priority for service calls, as outlined in Part 5 in the suppliers' warranty and protect maintenance agreements document. • Supplier to provide the cover for any labour and travel costs for Zeiss engineers. • Supplier to provide the cover for any spare parts required.



	<table><tr><th>Item</th><th>Product ID / Product Description</th><th>Quantity</th><th>Settlement Period</th><th>Price (GBP)</th></tr><tr><td>100</td><td>000000-2024-293 Protect premium Sigma 300</td><td>1 PC</td><td>Contract Start Date</td><td></td></tr><tr><td>110</td><td>000000-2024-728 Protect premium VP FESEM/XB</td><td>1 PC</td><td>Contract Start Date</td><td></td></tr><tr><td>120</td><td>000000-2024-652 Protect premium EDX detector</td><td>1 PC</td><td>Contract Start Date</td><td></td></tr></table> <div>Billing Plan<table><tr><th>Settlement Period</th><th>Bill Date</th><th>Net Value (GBP)</th></tr><tr><td>Contract Start Date</td><td>21/10/2024</td><td></td></tr></table><div><div>Total Price</div><div>VAT</div><div>Total including VAT</div><div>20.00% of</div><div></div><div>GBP</div><div>GBP</div><div>GBP</div></div></div> <p>This offer is valid until: 30/11/2024.</p>	Item	Product ID / Product Description	Quantity	Settlement Period	Price (GBP)	100	000000-2024-293 Protect premium Sigma 300	1 PC	Contract Start Date		110	000000-2024-728 Protect premium VP FESEM/XB	1 PC	Contract Start Date		120	000000-2024-652 Protect premium EDX detector	1 PC	Contract Start Date		Settlement Period	Bill Date	Net Value (GBP)	Contract Start Date	21/10/2024	
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Services Commencement Date <div></div>	<ul style="list-style-type: none">Upon contract Start date, receipt and acceptance of the Purchase Order																										
Services End Date <div></div>	<ul style="list-style-type: none">Upon the expiration of the contract term as per the Contract End date																										
Supplier Liability Cap <div></div>	Means the amount of <div></div>																										
Instalments <div></div>	N/A Invoices will be paid once orders are received.																										



Notices (Clause 19.3)	<p>Any written notice provided under Clause 19.1 shall be sent:</p> <p>In the case of the Secretary of State for Health and Social Care acting as part of the UK Health Security Agency:</p> <p>To: Commercial (Science)</p> <p>10 South Colonnade, London, E14 4PU</p> <p>[Redacted]</p> <p>Marked for the attention of: [Redacted]</p> <p>In the case of Carl Zeiss Limited:</p> <p>To: Zeiss House – Building 1030, Cambourne Business Park, Cambourne, Cambridge, CB23 6DW</p> <p>[Redacted]</p> <p>Marked for the attention of: [Redacted]</p>								
Data Protection Particulars (Schedule 4)	<table border="1"> <tr> <td data-bbox="508 884 841 982">The subject matter and duration of the Processing</td> <td data-bbox="841 884 1292 982">The parties will Process Personal Data in the context of: N/A</td> </tr> <tr> <td data-bbox="508 982 841 1066">The nature and purpose of the Processing</td> <td data-bbox="841 982 1292 1066">The Processing will be for the purposes of: N/A</td> </tr> <tr> <td data-bbox="508 1066 841 1150">The type of Personal Data being Processed</td> <td data-bbox="841 1066 1292 1150">The Personal Data will include: N/A</td> </tr> <tr> <td data-bbox="508 1150 841 1234">The categories of Data Subjects</td> <td data-bbox="841 1150 1292 1234">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 categories of Data Subjects	The Data Subjects will include: N/A								

- 3 This Call-Off Contract incorporates all the terms and conditions of the Framework Agreement.
- 4 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 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.
- 5 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.
- 6 You must not make any amendments to the Call-Off Terms and Conditions.
- 7 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 this Order Form to signify your acceptance of its contents.

Please also sign and return the Call-Off Terms and Conditions.



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<div>Signed for and on behalf of the Supplier</div> <div><div>Signed by:</div><div></div></div> <div><div>Full Name:</div><div></div></div> <div><div>Job Title/Role:</div><div></div></div> <div><div>Date Signed:</div><div>15/11/24</div></div>	<div>Signed for and on behalf of the Buyer acting on behalf of the Crown</div> <div><div>Signed by:</div><div></div></div> <div><div>Full Name:</div><div></div></div> <div><div>Job Title/Role:</div><div></div></div> <div><div>Date Signed:</div><div>15 November 2024</div></div>
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