

PART 1 – ORDER FORM

The Secretary of State for Health and Social Care acting as part of the Crown through Public Health England

Beckman Coulter United Kingdom LTD
Oakley Court, Kingsmead Business Park, London Road High Wycombe. HP11 1JU

(Registered No. 0640961)

14th May 2021

Call-Off Contract No. LAB1014AP for the supply of Goods

- 1 Further to the Framework Agreement dated 14/08/2017, 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 Project_6320								
Parties	Between: (1) The Secretary of State for Health and Social Care acting as part of the Crown through Public Health England whose registered office is at 61 Colindale Ave, London NW9 5EQ (Customer); and (2) Beckman Coulter United Kingdom LTD (company number 0640961) whose registered office is at Oakley Court, Kingsmead Business Park, London Road High Wycombe. HP11 1JU								
Call-Off KPIs (Cl. 1.1)	<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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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, 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 (Cl.1.1)	The Charge(s) for this Order is: ££1,755,591 (one million, seven hundred and fifty-five thousand, five hundred and ninety-one pounds only)		
Contract End Date (Cl. 1.1)	Means the later of: 17 th May 2022		
Customer Liability Cap (Cl. 1.1)	Means the amount of £5,000,000 (Five Million pounds)		
Delivery Date(s) (Cl. 1.1)	The Supplier shall deliver the Goods to the Authority by the following date(s): <ul style="list-style-type: none"> As soon as possible or by 30th June 2021. 		
Defects Rectification Period (Cl. 1.1)	The company should be notified in writing within one week of any damages, shortages or errors in the consignment. Where there is a total loss of the Goods in transit, the customer must notify the company within seven days of the invoice.		

Goods (Cl. 1.1)	<p>The Goods to be supplied under this Call-Off Contract are as follows:</p> <table><tr><th>Item</th><th>Quantity</th><th>Product code</th><th>Description</th><th>Total price</th></tr><tr><td>1</td><td>6</td><td></td><td>Biomek i7 Dual Hybrid plus accessories & Shipping</td><td></td></tr><tr><td>2</td><td>2</td><td></td><td>Biomek i5 MC with enclosure plus accessories & Shipping</td><td></td></tr><tr><td>3</td><td>1</td><td></td><td>Biomek i5 Span-8 plus accessories & Shipping</td><td></td></tr><tr><td>4</td><td>8</td><td></td><td>384-channel upgrade</td><td></td></tr><tr><td>5</td><td>2</td><td></td><td>Trolleys for i7</td><td></td></tr></table>	Item	Quantity	Product code	Description	Total price	1	6		Biomek i7 Dual Hybrid plus accessories & Shipping		2	2		Biomek i5 MC with enclosure plus accessories & Shipping		3	1		Biomek i5 Span-8 plus accessories & Shipping		4	8		384-channel upgrade		5	2		Trolleys for i7	
Item	Quantity	Product code	Description	Total price																											
1	6		Biomek i7 Dual Hybrid plus accessories & Shipping																												
2	2		Biomek i5 MC with enclosure plus accessories & Shipping																												
3	1		Biomek i5 Span-8 plus accessories & Shipping																												
4	8		384-channel upgrade																												
5	2		Trolleys for i7																												
Premises (Cl. 1.1)	The Goods are to be delivered to Public Health England Laboratories Nationwide.																														
Services (Cl. 1.1)	Not Used																														
Services Commencement Date (Cl. 1.1)	Not Used																														
Services End Date (Cl. 1.1)	Not Used																														
Supplier Liability Cap (Cl. 1.1)	Means the amount of £10,000,000 (Ten Million) pounds																														
Instalments (Cl. 8.4)	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 Crown through Public Health England:</p> <p>To: Procurement (Scientific) PHE Colindale, 61 Colindale Avenue, Colindale, NW9 5EQ</p> <p>procurement@phe.gov.uk</p> <p>Marked for the attention of: Head of Procurement (Scientific)</p> <p>In the case of the Beckman Coulter United Kingdom LTD</p> <p>To: Oakley Court</p>																														

	Kingsmead Business Park, London Road High Wycombe, HP11 1JU Marked for the attention of: <div style="background-color: black; width: 100px; height: 20px; display: inline-block;"></div> <div style="background-color: black; width: 150px; height: 20px; display: inline-block;"></div> Senior Sales Consultant - Life Science Automation	
Data Protection Particulars (Schedule 4)	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

- 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 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]

.....
for and on behalf of the **[CUSTOMER]**

Name:

[REDACTED]

Designation: Head of Supply Chain
& Sourcing- Scientific

Date: 20th May 2021

Accepted and acknowledged by:

[REDACTED]

.....
for and on behalf of **[SUPPLIER]**

Name:

[REDACTED]

Designation: Commercial Manager

Date: 19 May 2021