

PART 1 – ORDER FORM

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

APPLETON WOODS LIMITED
New Lindon House Catesby Park, Kings Norton, Birmingham, B38 8SE
(Registered No. 00907224)

04th May 2021

Call-Off Contract No. LAB4040 SU for the supply of Goods

- 1 Further to the Framework Agreement dated 02/09/2019, 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_6282									
Parties	<p>Between:</p> <p>(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</p> <p>(2) APPLETON WOODS LIMITED (company number 00907224) whose registered office is at New Lindon House Catesby Park, Kings Norton, Birmingham, B38 8SE (Supplier).</p>									
Call-Off KPIs (Cl. 1.1)	<table border="1"> <thead> <tr> <th>Performance Target</th> <th>Key Indicator</th> <th>Performance Measure</th> </tr> </thead> <tbody> <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> <tr> <td>Stock availability of products listed in the catalogue throughout</td> <td>Product Availability</td> <td>99% of Goods available at all times</td> </tr> </tbody> </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	Stock availability of products listed in the catalogue throughout	Product Availability	99% of Goods available at all times
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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	Product Availability	99% of Goods available at all times								



	<p>the Term (of this Contract)</p> <p>Product reliability</p> <p>Respond to all operational enquiries within four working hours.</p> <p>Invoice accuracy.</p> <p>Invoice timeliness.</p> <p>Reliability of all ordering systems utilised under this Contract including online ordering system, telephone, email, punch out from e-marketplace</p>	<p>Failure rate of Goods under warranty</p> <p>Provision of Response</p> <p>Accuracy</p> <p>Timeliness</p> <p>Availability and Down Time</p>	<p>Less than 1% of Goods provided have reported faults</p> <p>95%</p> <p>95% of all invoices are submitted accurately</p> <p>95% of all invoices are submitted on time</p> <p>Ordering systems are reliable 97% of the time during the Term (of this Contract) (excluding pre-notified maintenance periods)</p>
<p>Charges (Cl.1.1)</p>	<p>Contract value: £200,000 with no volume commitment.</p> <p>Notwithstanding clause 6.15 of the Call-Off Terms and Conditions, the parties agree that the Customer shall have the right to conduct price benchmarking after three (3) months following the date of the Contract and in the event that the Customer finds a lower price for the same Goods, the Supplier agrees to discuss amending the price by mutual agreement.</p> <p>Should the supplier no longer be able to supply the items under this contract, PHE reserves the right to source from an alternative supplier as well as remove them from the list of products covered by any Contract with the Supplier.</p>		
<p>Contract End Date (Cl. 1.1)</p>	<p>19.04.2022</p>		
<p>Customer Liability Cap (Cl. 1.1)</p>	<p>Means the amount of £5,000,000 (Five Million pounds)</p>		

Delivery Date(s) (Cl. 1.1)	<p>The Supplier shall deliver the Goods to the Authority by the following date(s):</p> <ul style="list-style-type: none"> • Any order received before 3pm will be delivered next working day
Defects Rectification Period (Cl. 1.1)	<p>The company should be notified in writing within 48 hours 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.</p>
Goods (Cl. 1.1)	<p>The Goods to be supplied under this Call-Off Contract are as follows: Various Gloves (Please see attached Appendix A)</p>
Premises (Cl. 1.1)	<p>The Goods are to be delivered to Public Health England Laboratories Nationwide and including NHS Trust sites if necessary.</p>
Services (Cl. 1.1)	<p>Not Used</p>
Services Commencement Date (Cl. 1.1)	<p>Not Used</p>
Services End Date (Cl. 1.1)	<p>Not Used</p>
Supplier Liability Cap (Cl. 1.1)	<p>Means the amount of £10,000,000 (Ten Million) pounds</p>
Instalments (Cl. 1.1)	<p>N/A Invoices will be paid once orders are received.</p>
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: [REDACTED]</p> <p>In the case of the Appleton Woods:</p>

	<p>To: New Lindon House Catesby Park, Kings Norton, Birmingham, B38 8SE</p> <p style="text-align: center;">██</p> <p>Marked for the attention of: ██</p>	
<p>Data Protection Particulars (Schedule 4)</p>	<p>The subject matter and duration of the Processing</p>	<p>The parties will Process Personal Data in the context of: N/A</p>
	<p>The nature and purpose of the Processing</p>	<p>The Processing will be for the purposes of: N/A</p>
	<p>The type of Personal Data being Processed</p>	<p>The Personal Data will include: N/A</p>
	<p>The categories of Data Subjects</p>	<p>The Data Subjects will include: N/A</p>

- 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.



Public Health
England

Yours faithfully

Accepted and acknowledged by:

.....
for and on behalf of the **Secretary of State for Health and Social Care** acting as part of the Crown through **Public Health England**.

.....
for and on behalf of **Appleton Wood Limited**.

Name:

Name:

Designation:

Designation:

Date: 13th May 2021

Date: 12th May 2021

Appendix A

AW CODE	Description	Size	UOM	AW Price (£)
KG976	Nitrile gloves, powder free, orange, 260mm length, SHIELDskin	Small	Pack 90	
KG977	Nitrile gloves, powder free, orange, 260mm length, SHIELDskin	Medium	Pack 90	
KG978	Nitrile gloves, powder free, orange, 260mm length, SHIELDskin	Large	Pack 90	
KG985	Nitrile gloves, powder free, orange, 300mm length, SHIELDskin	Extra Small	Pack 50	
KG986	Nitrile gloves, powder free, orange, 300mm length, SHIELDskin	Small	Pack 50	
KG987	Nitrile gloves, powder free, orange, 300mm length, SHIELDskin	Medium	Pack 50	
KG988	Nitrile gloves, powder free, orange, 300mm length, SHIELDskin	Large	Pack 50	
KG989	Nitrile gloves, powder free, orange, 300mm length, SHIELDskin	Extra Large	Pack 50	
KE975	Nitrile gloves, powder free, green, EcoSHIELD	Extra Small	Pack 150	
KE976	Nitrile gloves, powder free, green, EcoSHIELD	Small	Pack 150	
KE977	Nitrile gloves, powder free, green, EcoSHIELD	Medium	Pack 150	
KE978	Nitrile gloves, powder free, green, EcoSHIELD	Large	Pack 150	