



**UK Research
and Innovation**

Carl Zeiss Ltd
ZEISS House
1030 Cambourne Business Park
Cambourne
Cambridge
CB23 6DW

Attn: **FOIA S 40 Personal Information**

By email to: tenders@zeiss.com

Date: 1st December 2022
Framework ref: LAB1028 AP
Our ref: UKRI-2201

Dear Sirs,

Award of call-off contract for the supply of Live Cell Confocal Microscope

Following your proposal for the supply of Live Cell Confocal Microscope to UKRI in response to the mini-competition against framework 'Microscopes and Imaging Equipment including Associated Servicing, Maintenance and Repairs LAB1028 AP' we are pleased to award this call-off contract to you.

This letter ("**Award Letter**") and its Schedule set out the terms of the Contract between:

- (1) **United Kingdom Research and Innovation**, a statutory corporation whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL ("**UKRI**"); and
- (2) **Carl Zeiss Ltd**, a company incorporated and registered in United Kingdom with company number 542141 and registered VAT number 232508978 whose registered office is at ZEISS House, 1030 Cambourne Business Park, Cambourne, Cambridge CB23 6DW (the "**Supplier**").

This Award letter and its Schedule form a Call-off Contract from the Framework Agreement for the Supply of Live Cell Confocal Microscope (Reference LAB1024 AP). The Call-Off terms and conditions on LAB1024 AP shall apply. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by UKRI and may delay conclusion of the Contract.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Goods and/or Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to **FOIA S 40 Personal Information**. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

Signed for and on behalf of **United Kingdom Research and Innovation**

Signature:

FOIA S 40 Personal Information

Name:

Position:

Date:

2nd December 2022.....

We accept the terms set out in this Award Letter and the Schedule.

Signed for and on behalf of **Carl Zeiss Ltd**

Signature:

FOIA S 40 Personal Information

Name:

Position:

Date:

2 December 2022.....

Signed for and on behalf of **Carl Zeiss Ltd**

Signature:

FOIA S 40 Personal Information

Name:

Position:

Date:

2 December 2022.....

Schedule 1 - ORDER FORM

This Order is made by United Kingdom Research and Innovation pursuant to the terms of this Framework Agreement reference LAB1028 AP

It is agreed as follows:

1. GOODS TO BE SUPPLIED

1.1 Live Cell Confocal Microscope as set out in the Specification published with the mini-competition (ITQ reference: UKRI-2201) and as outlined in your response to the ITQ (reference: UKRI-2201), including any clarifications.

2. SCOPE OF SERVICES

2.1 Delivery, installation, training, and post-warranty service contract as set out in the Specification published with the mini-competition (ITQ reference: UKRI-2201) and as outlined in your response to the ITQ (reference: UKRI-2201), including any clarifications.

2.2 Out of Scope Goods/Services

Not applicable

2.3 Key Personnel

The following are the Key Personnel engaged:

For general liaison your contact will be **FOIA S 40 Personal Information** or, in their absence, **FOIA S 40 Personal Information**

2.4 Deliverables, Milestones and Acceptance Criteria

Delivery, Installation and Training must be completed by March 29th, 2023

2.5 Service Levels & Service Credits

Not applicable

2.6 Documentation

Not applicable

2.7 Dependencies

Not applicable

2.8 Assumptions

Not applicable

2.9 **Approved Sub-Contractors**

Not applicable

3. **CHARGES**

The table below sets out the Milestones against which the Contractor shall be entitled to raise an invoice once the relevant Milestone has been achieved.

Milestone	Amount (excluding VAT)	Terms
Delivery, installation, and acceptance of equipment	FOIA S 43 Commercial	Payment on acceptance of equipment
Post installation user training	FOIA S 43 Commercial	Payment on completion of user training
Post warranty service contract year 1	FOIA S 43 Commercial	Payment annually in advance
Post warranty service contract year 2	FOIA S 43 Commercial	Payment annually in advance
Post warranty service contract year 3	FOIA S 43 Commercial	Payment annually in advance

* The post-warranty service contract prices are subject to annual review. Both Parties must agree to any revised prices. Both Parties reserve the right to terminate the contract if they cannot agree to any proposed price increase.

All invoices should be sent, quoting a valid purchase order number (PO Number) provided by UKRI, to: UKRI, c/o UK Shared Business Services Ltd, Polaris House, North Star Avenue, Swindon SN2 1UH.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your UKRI contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to finance@uksbs.co.uk or by telephone 01793 867000 between 09:00-17:00 Monday to Friday.

4. **LIQUIDATED DAMAGES**

Not applicable

5. PERIOD

The Contract shall commence on last signature on the Award Letter (the "Commencement Date") and be completed/expire after four years following completion of installation and acceptance which may be extended by the Purchaser at its discretion unless terminated earlier as permitted by the Contract.