



**Head, SmartStart**

Contract ref: ECM\_7598

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**TITLE OF CONTRACT – Purchase of a Kingfisher Flex w/96 Deep Well Head, SmartStart**

This Contract is made between:

**The Secretary of State for Health and Social Care acting as part of the Crown through Public Health England** of 133-155 Waterloo Road, London, SE1 8UG (the "**Authority**")

and

**Fisher Scientific UK Ltd**, Bishop Meadow Row, Loughborough, Leics, LE11 5RG (the "**Supplier**")

The following is agreed:

1. The Contract is made up of the following documents:
  - (a) this Form of Contract for the purchase of a Kingfisher Flex w/96 Deep Well Head, SmartStart;
  - (b) the Specification as per Annexure 1 below;
  - (c) Schedule 1: Optional Provisions, if any;
  - (d) Schedule 2: PHE General Terms and Conditions for the Provision of Goods - v1.0 June 2018;
  - (e) Schedule 7: Commercial Schedule as per Annexure 1 below;
  - (f) Schedule 3: Information Governance Provisions;
  - (g) Schedule 4: Definitions and Interpretations;
  - (h) the order in which all subsequent schedules appear, if any;
  - (i) the Specification and Tender Response (other than those parts referred to in (b) above – n/a);
  - (j) any other documentation forming part of the Contract in the date order in which such documentation was created with the more recent documentation taking precedence over older documentation to the extent only of any conflict.

(all of the above documents taken together (as amended in accordance with this Contract) being referred to as the "Contract")

2. Subject always to Clause 1.10 of Schedule 4, if there is an inconsistency between any of the documents listed above, the order of priority for construction purposes shall be that a higher listed document shall prevail over a lower listed document, i.e. document (a) shall prevail over all other documents; document (b) shall prevail over document (c).



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3. The Contract will commence on 8 September 2020 (the "Commencement Date") and shall expire 3 years from the Commencement Date.
  4. The value of the contract is £46,752.90 (excluding VAT). Full details of the order is in Annexure 1, as per quote dated 17<sup>th</sup> August 2020, reference number: 2915016970.0 (but excluding any Supplier terms and conditions referred to therein).

Signature:



For and on behalf of the Authority

Name:



Job Title:



Date: 8 September 2020

Signature:



Name:



Job Title:



Date: 07/09/2020

**Schedule 1**

**Optional Provisions**

These optional provisions and Schedules shall only apply to the Contract where they have been checked and any information required is completed.

**1: Installation and Commissioning Services**

The Supplier shall provide the Installation and Commissioning Services in accordance with the terms set out in Schedule 5.

Clause 2.1 is amended to read as follows: Once the Goods have been installed and commissioned, the Supplier shall inform the Authority that the Goods are ready for use. The following process will then apply:

2.1.1 within five (5) Business Days of receipt of such confirmation from the Supplier that the Goods are ready to use, the Authority may carry out any such reasonable inspections and testing of the Goods as the Authority deems appropriate (in accordance with the relevant Manufacturers Specifications relating to the Goods and/or as otherwise set out in the Specification and Tender Response Document and/or as otherwise agreed by the Parties in writing) to confirm that the Goods comply with the requirements of this Contract and are ready for use;

**2: Maintenance Services**

The Supplier shall provide the Maintenance Services in accordance with the terms set out in Schedule 6.

PHE reserves the right to include equipment subject of this Contract in a PHE wide maintenance contract with the Supplier. Conversely, should the Authority have existing equipment provided by Supplier its maintenance can be covered by this Contract.

**3: Time of the essence**

Time is of the essence as to any delivery dates under this Contract and if the Supplier fails to meet any delivery date this shall be deemed to be a breach incapable of remedy for the purposes of Clause 15.4(i) of Schedule 2.

**4: Quality assurance standards**

The following quality assurance standards shall apply, as appropriate, to the manufacture, supply, and/or installation of the Goods: [insert standards].

**5: Supplier as Data Processor**

The Parties acknowledge that the Authority is the Controller and the Supplier is the Processor in respect of Personal Data Processed under this Contract and that paragraph 2.2 of Schedule 3 and the provisions of the Data Protection Protocol must be complied with by the Parties as a term of this Contract.

**6: Guarantee**

Promptly following the execution of this Contract, the Supplier shall, if it has not already delivered an executed deed of guarantee to the Authority, deliver the executed deed of

## **PHE STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS**

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guarantee to the Authority as required by the procurement process followed by the Authority. Failure to comply with this Optional Provision shall be an irremediable breach of this Contract.

### **7: Purchase Orders**

The Authority shall issue a Purchase Order to the Supplier in respect of any Goods to be supplied to the Authority under this Contract. The Supplier shall comply with the terms of such Purchase Order as a term of this Contract. For the avoidance of doubt, any actions or work undertaken by the Supplier under this Contract prior to the receipt of a Purchase Order covering the relevant Goods shall be undertaken at the Supplier's risk and expense and the Supplier shall only be entitled to invoice for Goods covered by a valid Purchase Order.

### **8: Termination for convenience**

8.1 The Authority may terminate this Contract by issuing a Termination Notice to the Supplier at any time on [one (1)/three (3)/six (6) months'] written notice. [Such notice shall not be served within [one (1)] year of the Commencement Date].

8.2 [Should the Authority terminate this Contract in accordance with Clause 8.1 of this Schedule 1, then the Authority shall pay to the Supplier the termination sum calculated in accordance with Schedule [insert schedule number].

### **9: Right to terminate following a specified number of material breaches**

Either Party may terminate this Contract by issuing a Termination Notice to the other Party if such other Party commits a material breach of this Contract in circumstances where it is served with a valid Breach Notice having already been served with at least [two (2)] previous valid Breach Notices within the last twelve (12) calendar month rolling period as a result of any previous material breaches of this Contract which are capable of remedy (whether or not the Party in breach has remedied the breach in accordance with a Remedial Proposal). The twelve (12) month rolling period is the twelve (12) months immediately preceding the date of the [third] Breach Notice.

### **Extra Optional Provisions**

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Annexure 1



SALES QUOTATION 2915016970.0

17/08/2020

Expiry 20/10/2020

[REDACTED]  
PUBLIC HEALTH ENGLAND  
MAIN STORES  
PORTON DOWN SITE  
SALISBURY  
SP4 0JG  
UNITED KINGDOM  
Phone

Fisher Scientific UK Ltd  
Bishop Meadow Road  
Loughborough  
Leicestershire  
LE11 5RG UK  
GREAT BRITAIN

Website [www.fisher.co.uk](http://www.fisher.co.uk)

Your enquiry  
Customer number 3153778

For enquiries contact:  
Customer Services  
Phone [REDACTED]  
Fax [REDACTED]  
Email [fisherUK.quotations@thermofisher.com](mailto:fisherUK.quotations@thermofisher.com)

Item	Item description	Quantity	Unit	Net price	Total price
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Redeem your Quotations on line, sign in at [www.fisher.co.uk](http://www.fisher.co.uk). Please note you will need to be registered with this account number to view and redeem the quote on line.

11829520	KINGFISHER FLEX+96 DEEP WELL HEAD KingFisher Flex 240V 50-60Hz 680mm x 600mm x 380mm 4°C to 96°C with 96 deep well magnet head	1		[REDACTED]	[REDACTED]
15830488	SMARTSTART KINGFISHER, 1DAY CS EACH	1		[REDACTED]	[REDACTED]
15863550	CORD, PWA 10A/240V-C13-UK	1		[REDACTED]	[REDACTED]
15885845	AB MAINTENANCE,KINGFISHER 96DW PC	1		[REDACTED]	[REDACTED]
15815785	AB ASSURANCE,KINGFISHER 96DW PC	1		[REDACTED]	[REDACTED]

- 1. Quotes issued are subject to approved compliance and credit checks
- 2. Terms and Conditions apply, refer to [www.fisher.co.uk/terms](http://www.fisher.co.uk/terms)
- 3. E and OE (Errors and Omissions Excepted)

Terms of delivery CFR

Currency GBP

46,752.90