



Rotors

Contract ref: ECM_8183

TITLE OF CONTRACT – Purchase of Superspeed Centrifuge & Rotors

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, Bishop Meadow Road, Loughborough, Leicestershire, 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 Superspeed Centrifuge & Rotors, ITT reference 4670;
 - (b) the Specification and Tender Response (but only in respect of the Authority's requirements, including any clarifications of the requirements agreed by the Authority as part of the tender process);
 - (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 Appendix A 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);
 - (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



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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).

3. The Contract will commence on 12 April 2021 (the "Commencement Date") and shall expire 1 year from the Commencement Date.
4. The value of the contract is £36,362.96 (excluding VAT).

Signature:
XXX

Signature:
XXX

For and on behalf of the Authority

For and on behalf of the Supplier

Name: XXX

Name: XXX

Job Title: XXX

Job Title: XXX

Date: 7 April 2021

Date: 8 April 2021

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

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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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Appendix A



SALES QUOTATION 2915200402.1

04/03/2021

Expiry 11/05/2021

...
PUBLIC HEALTH ENGLAND
MAIN STORES
PORTON DOWN SITE
SALISBURY
SP4 UJG
UNITED KINGDOM
Phone

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

Website www.fisher.co.uk

Your enquiry

For enquiries contact:xxx

Customer number 3153778

Fax

Email xxx

Item	Item description	Quantity	Unit	Net price	Total price	Dispatch date
Redeem your Quotations on line , sign in at www.fisher.co.uk. Please note you will need to be registered with this account number to view and redeem the quote online.						
Xxx	Thermo Scientific Sorvall LYNX 6000 Superseed Centrifuge	1	EA	xxx	Xxx	24/06/21
Xxx	Filter HEPA LYNX 6000 EA	1	EA	xxx	xxx	16/04/21
Xxx	Fiberlite F14-6x250y Rotor for Sorvall LYNX	1	EA	xxx	xxx	08/04/21
Xxx	A27-8x50 Rotor (LYNX)	1	EA	xxx	xxx	25/08/21
Xxx	X2 Centrifuge tube Oak Ridge FEP autoclavable 46mL	1	EA	xxx	xxx	04/03/21
Xxx	X2 SEALING CAP ASSEMBLY FOR CFT- 648-K (PACK OF 2)	5	EA	xxx	xxx	25/03/21
Xxx	X6 Fiberlite 250mL Bottle	1	EA	xxx	xxx	15/04/21
xxx	Commissioning for General Lab equipment	1	EA	xxx	xxx	31/08/21
	- Includes labor and Travel - Customer should ensure that connection and services are ready - Testing of equipment functionality & safety checks to manufacturers specification - Setup of user operating profiles on equipment - Basic End user training and general equipment maintenance - Single-point parameter verification (as appropriate for equipment)					
xxx	Unity Warranty Plus Centrifuge group 6	1	EA	xxx	xxx	10/05/21

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Terms of delivery	CFR	Currency	GBP
Manner of transport	Road		
Terms of payment	30 days net	Total amount without VAT	36,362.96

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