



FORM OF CONTRACT- ECM_7621 - Provision of digital camera for transmission electron microscope

Provision of digital camera for transmission electron microscope – (Contract ref: ECM_7621)

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

JEOL UK Limited, company number **00939456** with a registered address at Riverbank House, 2 Swan Lane, London, EC4R 3TT 5NG (the "Supplier")

The following is agreed:

1. The Contract is made up of the following documents:
 - (a) this Form of Contract for invitation to tender reference number itt_4468 - Provision of digital camera for transmission electron microscope;
 - (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: General Terms and Conditions;
 - (e) Schedule 7: Commercial Schedule;
 - (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 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).

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.

2: Maintenance Services

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

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 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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3. The Contract will commence on the 28th September 2020 (the "Commencement Date") and shall expire 3 years from the Commencement Date.
4. The value of the contract is £60000 (excluding VAT). The Supplier shall be paid by The Authority on successful delivery.

Signature:

For and on behalf of the Authority

Name:

Job Title:

Date: 23rd February 2021

Signature

For and on behalf of the Supplier

Name:

Job Title:

Date:

9-2-21