DocuSign Envelope ID: B4CD8F03-505D-4467-8042-C2CCBBE73FE8

Public Health England

FORM OF CONTRACT

PHE_Scientific - Provision for Microplate Bioanalyser – (Contract ref: ECM 7924)

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

CTL Europe GmbH of Hans-Boeckler-Strasse 19-29, Bonn, 53225, Germany (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_4600 - PHE_Scientific - Provision for Microplate Bioanalyser;

   (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 – including Quotation [redacted] dated 26th January 2021 but excluding any terms and conditions stated therein;

   (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).

DocuSign Envelope ID: B4CD8F03-505D-4467-8042-C2CCBBE73FE8

3. The Contract will commence on **8th February 2021** (the "Commencement Date") and shall expire **5** years from the Commencement Date.

4. The value of the contract is **£112000** (excluding VAT).

5. The **24-months** warranty of the equipment will commence post completion of its installation. Maintenance agreement will commence one-day prior to the expiration of warranty period and shall expire **3 years** from the commencement date.

6. Discount period for ImmunoSpot reagents will commence on the day of equipment installation. For avoidance of any doubt, if the Authority issue Purchase Order for ImmunoSpot reagents prior to the date of the equipment installation, the commencement date will change to the date of the Purchase order confirmation.

DocuSign Envelope ID: B4CD8F03-505D-4467-8042-C2CCBBE73FE8

Schedule 7: Commercial Schedule

Quotation [redacted]

Date: 26.01.2021
Valid through: 30.04.2021

itt_4600: PHE_Scientific - Provision for Microplate Bioanalyser

Part #	Model / Description	Qty	List Price ea	Discount	Offer Price
S6UVE21	**ImmunoSpot® S6 Ultra-V Analyzer, 24-384 well plates** including: ImmunoSpot® Analysis Software 24-month warranty	1	[redacted]	[redacted]	
ISDCP01	**ImmunoSpot® Professional Dual Color Enzymatic Software Module**	1	[redacted]		
S6UVMC4	**Multicolor Package for Fluorescence Analysis**	1	[redacted]		
BPS501	**BioSpot™ Professional Software including:** o QC annotations to record changes performed during quality control o Multiple "batch mode" features during quality control for high-throughput efficiency o Multiple software options for handling wells with inconclusive spot counts	1	[redacted]	[redacted]	
ISS001	**ImmunoCompliance™ Package- Basic** including: o ImmunoQuality™ instrument calibration package assuring proper functioning of the instrument using a CTL reference plate with PQ o Application/password protection o User role-based access control o Data security feature which detects raw data manipulations o RAID system for data backup and recovery as security measure against a hard drive crash o Bar code reader for plate label verification	1	[redacted]		

DocuSign Envelope ID: B4CD8F03-505D-4467-8042-C2CCBBE73FE8

Public Health England

FORM OF CONTRACT

Quotation 2021-Q120

Date: 26.01.2021
Valid through: 30.04.2021

itt_4600: PHE_Scientific - Provision for Microplate Bioanalyser

Part #	Model / Description	Qty	List Price ea	Discount	Offer Price
PL004-BT430	Plate Loader for 6, 12, 24, 48, 96 and 384 well plates	1	[redacted]		
301	Analyzer installation, qualification IQ and training with plate loader	1	[redacted]		
	Shipping and Handling	1	[redacted]		
	Total		[redacted]		GBP 89.100

All prices are exclusive of German VAT. DDU

Maintenance Contract can be offered

Value added [redacted]% discount on the ImmunoSpot® kits
[redacted]reagents, substrates, diluents, plates and assay medium included)
for [redacted]months after delivery of the ImmunoSpot® Analyzer

Options:

	Maintenance agreement annual fee year 3	1	[redacted]		[redacted]
	Maintenance agreement annual fee year 4	1	[redacted]		[redacted]
	Maintenance agreement annual fee year 5	1	[redacted]		[redacted]
	Reference plate with validity 12 months; ordered annually	1	[redacted]		[redacted]

DocuSign Envelope ID: B4CD8F03-505D-4467-8042-C2CCBBE73FE8

Public Health England

FORM OF CONTRACT

Signature: [redacted]

For and on behalf of the Authority

Name: [redacted]

Job Title: [redacted]

Date: 2/16/2021

Signature: [redacted]

For and on behalf of the Supplier

Name: [redacted]

Job Title: [redacted]

Date: FEBRUARY 8TH, 2021

[redacted]

DocuSign Envelope ID: B4CD8F03-505D-4467-8042-C2CCBBE73FE8

3. The Contract will commence on **8th February 2021** (the "Commencement Date") and shall expire **5** years from the Commencement Date.

4. The value of the contract is **£112000** (excluding VAT).

5. The **24-months** warranty of the equipment will commence post completion of its installation. Maintenance agreement will commence one-day prior to the expiration of warranty period and shall expire **3 years** from the commencement date.

6. Discount period for ImmunoSpot reagents will commence on the day of equipment installation. For avoidance of any doubt, if the Authority issue Purchase Order for ImmunoSpot reagents prior to the date of the equipment installation, the commencement date will change to the date of the Purchase order confirmation.

DocuSign Envelope ID: B4CD8F03-505D-4467-8042-C2CCBBE73FE8

PHE STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS