



Public Health
England

FORM OF CONTRACT

PHE_Scientific - Provision for Microplate Bioanalyser – (Contract ref: ECM 7926)

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 [REDACTED] dated 16th December 2020 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).
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3. The Contract will commence on **8th February 2021** (the "Commencement Date") and shall expire **1** year from the Commencement Date.
 4. The value of the contract is **£50000** (excluding VAT).
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Schedule 7: Commercial Schedule

Quotation

Date: 16.12.2020
Valid through: 31.03.2021

Part #	Model / Description	Qty	List Price ea	Discount	Offer Price
S6UVE20	ImmunoSpot® S6 Ultra-V Analyzer, 24-384 well plates including: ImmunoSpot® Analysis Software 24-month warranty	1			
ISDCP01	ImmunoSpot® Professional Dual Color Enzymatic Software Module	1			
S6UVMC4	Multicolor Package for Fluorescence Analysis	1			
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			
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			
301	Analyzer installation, qualification IQ and training with plate loader	1			
	Shipping and Handling	1			
Total					49.500 GBP

All prices are exclusive of German VAT. DDU

Maintenance Contract can be offered

discount on the ImmunoSpot® kits

reagents, substrates, diluents, plates and assay medium included)
for months after delivery of the ImmunoSpot® Analyzer



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Signature

For and on behalf of the Authority

Name

Job Title:

Date: 2/16/2021

Signature

For and on behalf of the Supplier

Name:

Job Title:

Date:

FEBRUARY 8th, 2021

PHE STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS
