

**PHE\_Scientific Purchase of PDS TLD Card Sorting Machine (Sorter) –  
(Contract ref: C57398)**

This Contract is made between:

The Secretary of State for Health and Social Care as part of the Crown through the **UK Health Security Agency** Nobel House, 17 Smith Square, London, SW1P 3HX (the "Authority")

and

**Gemini Technology (Reading) Ltd** of Unit 5 Wellington Industrial Estate, Spencers Wood, Reading, RG7 1AW (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 C44140 — PHE\_Scientific Purchase of PDS TLD Card Sorting Machine (Sorter);
  - (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).
3. The Contract will commence on **5<sup>th</sup> January 2022** (the "Commencement Date") and shall expire on the **4<sup>th</sup> January 2023**.

## FORM OF CONTRACT

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4. The value of the contract is GBP **120,000** Ex VAT. The Contractor shall be paid by The Authority on successful delivery of the equipment.

Signature:

[Redacted Signature]

For and on behalf of the Authority

Name:

[Redacted Name]

Job Title:

[Redacted Job Title]

Date: 05 January 2022

Signature:

[Redacted Signature]

For and on behalf of the Supplier

Name:

[Redacted Name]

Job Title:

[Redacted Job Title]

Date:

04/01/2022.

**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**


## UKHSA TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS

### Schedule 7

#### Commercial Schedule

1	New Sorter from original Mechanical design to match existing Sorters at PHE Chilton.	
2	New electrical hardware using Compact Logix PLC and HMI front end software.	
3	Communications with PHE and AP16 to develop system.	
4	FAT testing at Gemini and Installation/commissioning at PHE.	
5	Conformity Check with Conformance Ltd.	
6	All relevant Documentation.	
7	12 Months Warranty.	
8	Delivery and Installation	

Cost for Service contract per year (fixed for 5 years)	
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Total cost of the proposed solution as described in the technical response including Maintenance (5 years), Delivery and Installation	
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