



---

**PHE\_Scientific - Provision for Microplate Bioanalyser – (Contract ref: C39371)**

This Contract is made between:

**The Secretary of State for Health and Social Care acting as part of the Crown through Public Health England (including its successors)** 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 – As per the quotation 2021-Q220 C35284\_CF-0213200D0000000rwmUAA3 (but excluding any Supplier terms and conditions referred to therein). Dated 9<sup>th</sup> June 2021;
  - (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).



## FORM OF CONTRACT

---

3. The Contract will commence on **3<sup>rd</sup> July 2021** (the "Commencement Date") and shall expire **2** years from the Commencement Date.
4. The 24-months warranty will commence on the day of installation of the equipment and laboratory confirmation of equipment being fully operational.
5. The value of the contract is **£89100** (excluding VAT).



**Schedule 7: Commercial Schedule**

**Quotation 2021-Q220**

Date: 09.06.2021  
Valid through: 31.10.2021

C35284\_CF-0213200D00000000rwimUAA3

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		Special	
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		Special	
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			
PL004-BT430	Plate Loader for 6, 12, 24, 48, 96 and 384 well plates	1			
301	Analyzer installation, qualification IQ and training with plate loader	1			
	Shipping and Handling	1			
	<b>Total</b>				

All prices are exclusive of German VAT. DDU  
Maintenance Contract can be offered

**Value added** 10 % discount on the ImmunoSpot® kits  
(3 reagents, substrates, diluents, plates and assay medium included)  
for 12 months after delivery of the ImmunoSpot® Analyzer

*Handwritten signature*

FORM OF CONTRACT

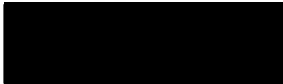
---

Signature:



For and on behalf of the Authority

Name:



Job Title: Lead Category Manager

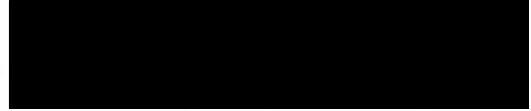
Date: 2nd July 2021

Signature:



For and on behalf of the Supplier

Name:



Job Title: COO

Date: July 2. 2021

