

**Appendix 1****National Microbiology Framework Agreement  
Order Form – C223606****FROM**

<b>Authority:</b>	UK Health Security Agency
<b>Invoice address:</b>	<p>All invoices must be sent, quoting a valid purchase order number (PO Number), to: [REDACTED]</p> <p>UKHSA Billing Address: Accounts Payable; UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG</p> <p>UKHSA VAT No: GB888851648</p>
<b>Contract Manager:</b>	<p>Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]</p>
<b>Secondary Contact: eg. business operational contact, project manager</b>	<p>Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]</p>
<b>Procurement lead</b>	<p>Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]</p>
<b>Name and address for notices:</b>	<p>Name: [REDACTED] Address: UK Health Security Agency, 10 South Colonnade. Canary Wharf. London. E14 4PU.</p>
<b>Internal reference (if applicable):</b>	<p>To be quoted on all correspondence relating to this Order Form:</p> <p>Contract Reference: <b>C223606</b></p>

**TO**

<b>Supplier:</b>	<p>Don Whitley Scientific Ltd.</p> <p>Company Number: 01342672</p>
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## National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

	<b>Registered Address:</b>  Victoria Works Victoria Street Bingley West Yorkshire England BD16 2NH
<b>Contract Manager:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Secondary Contact:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Account Manager:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Name and address for notices:</b>	Name: [REDACTED]  Address:  Victoria Works Victoria Street Bingley West Yorkshire England BD16 2NH

**Applicable terms and conditions**

The following terms and conditions are applicable to the Contract for this Order:

<b>Appendix A</b>	Call-off Terms and Conditions for the Supply of Goods and the Provision of Services	<b>Applicable to this Contract</b>
<b>Appendix B</b>	Optional Additional Call-off Terms and Conditions for Installation and Commissioning Services	<input type="checkbox"/> (only applicable if this box is checked)
<b>Appendix C</b>	Optional Additional Call-off Terms and Conditions for Maintenance Services	<input type="checkbox"/> (only applicable if this box is checked)
<b>Appendix D</b>	Optional Additional Call-off Terms and Conditions for Bespoke Research, Development and Manufacturing Requirements	<input type="checkbox"/> (only applicable if this box is checked and to the extent the applicable terms are included in Annex A (Order Specific Key Provisions))
<b>Appendix E</b>	Optional Additional Call-off Terms and Conditions for Reagent Rental	<input type="checkbox"/> (only applicable if this box is checked)
<b>Appendix F</b>	Optional Additional Call-off Terms and Conditions for Managed Equipment Services	<input type="checkbox"/> (only applicable if this box is checked)
<b>Appendix G</b>	Optional Additional Call-off Terms and Conditions for Clinical Laboratory Diagnostic Testing Services	<input type="checkbox"/> (only applicable if this box is checked and to the extent the applicable terms are included in Annex A (Order Specific Key Provisions))
<b>Appendix H</b>	Further Optional Additional Call-off Terms and Conditions Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked:	(only applicable if one or more boxes are checked)
	1. TUPE applies at the commencement of the provision of Services	
	2. TUPE on exit	
	3. Different levels and/or types of insurance	
	4. Induction training for Services	
	5. Further Authority obligations	

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	6. Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services	<input type="checkbox"/>	
	7. Inclusion of a Change Control Process	<input type="checkbox"/>	
	8. Authority step-in rights	<input type="checkbox"/>	
	9. Guarantee	<input type="checkbox"/>	
	10. Termination for convenience	<input checked="" type="checkbox"/>	
	11. Pre-Acquisition Questionnaire	<input type="checkbox"/>	
	12. Time of the essence (Goods)	<input type="checkbox"/>	
	13. Time of the essence (Services)	<input type="checkbox"/>	
	14. Specific time periods for inspection	<input type="checkbox"/>	
	15. Specific time periods for rights and remedies under Clause 3.6 of Schedule 2 of Appendix A	<input type="checkbox"/>	
	16. Right to terminate following a specified number of material breaches	<input type="checkbox"/>	
	17. Expert Determination	<input checked="" type="checkbox"/>	
	18. Consigned Goods	<input type="checkbox"/>	
	19. Improving visibility of Sub-contract opportunities available to Small and Medium Size Enterprises and Voluntary, Community and Social Enterprises	<input type="checkbox"/>	
	20. Management Charges and Information	<input type="checkbox"/>	
	21. COVID-19 related enhanced business continuity provisions	<input type="checkbox"/>	
	22. Buffer stock requirements	<input type="checkbox"/>	
	23. Modern slavery	<input checked="" type="checkbox"/>	
The additional Order Specific Key Provisions set out at Annex A (Order Specific Key Provisions) to this Order Form shall also apply to this Contract.			<input type="checkbox"/> (only applicable if this box is checked)

**1. CONTRACT DETAILS**

**(1.1) Commencement Date:** The Contract shall commence on the date of signature by the Authority.

**(1.2) Services Commencement Date (if applicable):** N/A

**(1.3) Contract Price ((i) breakdown and (ii) payment profile):**

1.3.1 The maximum value of the Goods as stated in clause 2 of this Order Form (**“the Goods”**) that can be ordered under this Contract is £52,909.70 (fifty-two thousand, nine hundred and nine pounds and seventy pence) only (excluding VAT). (**the “Contract Price”**). Full details of the Contract Price is contained in Table 1 - Contract Price Breakdown, below. For the avoidance of doubt, the Authority is not committed to pay the full Contract Price.

**Table 1 – Contract Price Breakdown**

Code No	Item	Qty	
S02600	WASP Touch (Whitley Automated Spiral Plater)	3	
S02535	1 Litre Sanitizing Station System	3	
S02547	1 Litre Waste Bottle (Unmodified)	15	
S02512	Wasp Touch 1 Litre Vacuum Bottle Cap with Fittings	15	
S02538	1 Litre Water Bottle Assembly	15	
S00620	12 Months Quality Counts Scheme	1	

**(1.4) Term of Contract:**

1.4.1. This Contract shall commence on the Commencement Date unless terminated earlier, or extended, in accordance with its terms, expire on 31 October 2024 (the **“Term”**).

1.4.2. The Authority may terminate the Contract for convenience at any time pursuant to clause 10 (Termination for convenience) of Appendix H (Further Optional Additional

Call-off Terms and Conditions) of this Contract provided the Authority gives the Supplier not less than 3 (three) months written notice.

**(1.5) Term extension options:**

Not applicable

## 2. GOODS REQUIREMENTS

**(2.1) Description of the Goods:**

- 2.2.1. Three (3) WASP Touch (Whitley Automated Spiral Platers)
- 2.2.2. Three (3) 1 Litre Sanitizing Station Systems (Includes 2 x 1 litre capacity autoclavable bleach, 1 x waste and 2 x water bottles).
- 2.2.3. Fifteen (15) 1 Litre Waste Bottles (Unmodified)
- 2.2.4. Fifteen (15) Wasp Touch 1 Litre Vacuum Bottle Caps with Fittings
- 2.2.5. Fifteen (15) 1 Litre Water Bottle Assemblies

The Supplier shall provide the Goods in accordance with Annex 2 – Specifications of the Goods (the “Specifications”).

**(2.2) Premises and Location(s) to which the Goods are to be delivered:**

The Goods shall be delivered by the Supplier in accordance with the Specifications and the following instructions:

a) The Goods shall be delivered by the Supplier to the Authority at the following addresses (“Premises and Locations”).

UK Health Security Agency  
FW & E Microbiology Lab  
Block 10  
Sandhutton  
York,  
YO41 1LZ

UK Health Security Agency  
61 Colindale Avenue  
London  
NW9 5EQ

UK Health Security Agency  
Porton Down  
Salisbury  
Wiltshire  
SP4 0JQ



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b) The current lead time for deliveries is 6 (six) weeks.

c) All planned deliveries of the Goods shall be pre-advised by the Supplier to the Authority's primary delivery contact known as the "**Secondary Contact**") at least 2 (two) Business Days prior to shipping:

Name: [REDACTED]

Phone: [REDACTED]

E-mail: [REDACTED]

d) Deliveries must be made between the hours of 08:00 to 16:00 on a Business Day.

e) The Supplier shall ensure that all Goods are labelled with the PO number, product description, part number, volume, batch number, storage requirements and barcode.

f) Delivery of the Goods shall be considered to have occurred when the Secondary Contact or other authorised representative of the Authority at the Authority's Premises and Locations has signed the delivery note, as required in clause 2.3 of the Call-Off Terms and Conditions, confirming receipt stating the satisfactory delivery of the Goods, has taken place.

**(2.3) Key personnel of the Supplier to be involved in the Services:**

Name: [REDACTED]

Phone: [REDACTED]

E-mail: [REDACTED]

**(2.4) Performance standards:**

Not applicable.

**(2.5) Quality standards:**

2.5.1 Deliveries on the due date (for the avoidance of doubt: (a) deliveries which arrive on time but are not unloaded due to the driver's decision; (b) deliveries which do not arrive; and (c) deliveries which arrive at the wrong delivery location, shall also be considered late.

2.5.2 Quantity of delivery correct against the relevant Order as per Orders placed in accordance with the requirements of this Contract.

2.5.3 Quality of delivery in accordance with this Contract, including delivery presentation (the delivery must be presented in such a way that it can be unloaded safely and in a ready for use condition taking into consideration this Contract's requirements) and condition of the Goods (the Goods must be in a condition that is new and ready to use).

2.5.4 Timely and accurate administration (including booking/amending delivery times and orders and invoices, delivery advice notes and labels and management information) being in accordance with the requirements of this Contract.

2.5.5 The Supplier shall ensure that the Goods shall perform to the standards detailed within the Contract Specification as set out at Annex 2 of this Contract.

2.5.6 Customer service- The Supplier shall respond to all queries submitted via email to [REDACTED] within 1 (one) Business Day of receipt.

**(2.6) Contract monitoring arrangements:**

2.5.1 The Authority's Contract Manager (or their delegate) and Key Personnel of the Supplier shall meet biannually (or such other frequency as reasonably requested by the Authority) to discuss the Supplier's performance and other matters connected to the delivery of the Contract.

**(2.7) Management information and meetings:**

2.7.1 Contract management meetings will be set up to monitor the following:

- a Delivery of the KPIs covering on time and in full
- b Issues – including quality and performance
- c Invoicing
- d Callouts by laboratory staff, including root cause with reference to Instrument, associated serial number and incident number.
- e Any other relevant business related to the scope of the Goods

2.7.2 At the Authority's request, and within five (5) Working Days of such request, the Supplier shall provide such management information to the Authority as the Authority may reasonably request from time to time (including without limit any information about the Supplier's supply chain and its compliance in relation to sustainability requirements).

**3. CONFIDENTIAL INFORMATION (if applicable)**

**(3.1) The following information shall be deemed Confidential Information:**

- Supplier pricing.
- Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Staff.
- Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Authority's representatives.

**(3.2) Duration that the information shall be deemed Confidential Information:**

For a period of three (3) years after the expiry or earlier termination of this Contract unless otherwise agreed in writing by the Parties.

**4. DATA PROCESSING (if applicable)**

**(4.1) Personal Data to be processed by the Supplier:**



N/A

**5. LEASE / LICENSE (if applicable)**

**(5.1) The Authority is granting the following lease or licence to the Supplier:**

N/A

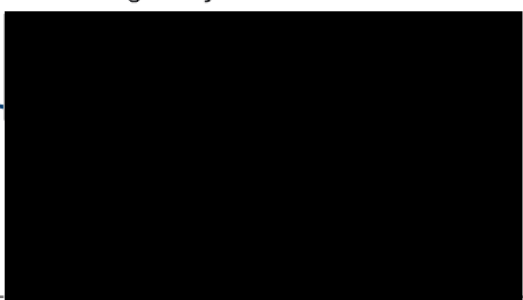
**For and on behalf of the Authority:**

DocuSigned by:



**For and on behalf of the Supplier:**

DocuSigned by:



## **Annex A**

### **Order Specific Key Provisions**

#### **1. Introduction**

- 1.1 Within 10 (ten) Business Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.
- 1.2. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Authority contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.
- 1.3. If you have a query regarding an outstanding payment, please contact our Accounts Payable section either by email to [REDACTED] or by telephone [REDACTED] between 09:00-17:00 during Business Days.

## **Annex 2- Specifications of the Goods**

### **WASP Touch (Whitley Automated Spiral Plater)**

- Must have dimensions of 420mm W x 465mm D x 300mm H
- Must be delivered and installed by a DWS Service Engineer.
- Must come with on-site user training.
- Must come with Fully Comprehensive 12 Months Warranty.
- Must have a service pack containing sufficient parts and consumables for the first year's operation.
- Must have a comprehensive user manual for future reference.

### **One Litre Sanitizing Station System**

- Must include 2 x 1 litre capacity autoclavable bleach, 1 x waste and 2 x water bottles. (Waste bottle lid cannot be autoclaved).
- Must have a touchscreen interface.
- Must have 50µl and 100µl log deposition modes for 90mm Petri dishes.
- Must be capable of sample uptake from beakers, bottles, test tubes and other vessels.
- Must have a turntable capable of automatically adjusting for all types of 90mm plates.
- Must have an autoclavable stylus wash station.
- Must have a built in vacuum source.
- Must have an illuminated working area.
- Must have an easy to clean design.
- Must have blockage detection.
- Must have user guides to help with setup and daily check routines, prompt cleaning fluid replenishment and indicates when to empty the waste reservoir
- Must be supplied with 1 x spare autoclavable stylus wash station, 1 x pack of 1,000 disposable beakers, 2 x counting grids, 1 x set of counting tables, 1 x Powdered Ink (S02070), 1 x country-specific mains lead and 1 x user manual.