National Microbiology Framework Agreement
Order Form
Reference C386172
Don Whitley Scientific

FROM

Authority:	The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency of 10 South Colonnade, London, E14 4PU (the **"Authority"**).
Invoice address:	Post: The UK Health Security Agency, 10 South Colonnade, London, E14 4PU Email: [redacted]
Contract Manager:	Name: [redacted] E-mail: [redacted]
Secondary Contact: Business Owner	Name: [redacted] E-mail: [redacted]
Procurement lead	Name: [redacted] E-mail: [redacted]
Name and address for notices:	Name: [redacted] Email: [redacted] Address: UK Health Security Agency, 10 South Colonnade, London, E14 4PU
Internal reference (if applicable):	W189022

TO:

Supplier:	Don Whitley Scientific Limited, Victoria Works, Victoria Street, Bingley West Yorkshire, BD16 2NH, UK (the "**Supplier**")
Contract Manager:	Name: [redacted] Phone: [redacted] Email: [redacted]

Secondary Contact:	Name: [redacted] Phone: [redacted] E-mail: [redacted]
Account Manager:	Name: [redacted] Phone: [redacted] Email: [redacted]
Name and address for notices:	Name: [redacted] Address: Don Whitley Scientific, Victoria Works, Victoria Street, Bingley, West Yorkshire, BD16 2NH, United Kingdom E-mail: [redacted]

Applicable terms and conditions

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

Appendix A	Call-off Terms and Conditions for the Supply of Goods and the Provision of Services	**Applicable to this Contract**
Appendix B	Optional Additional Call-off Terms and Conditions for Installation and Commissioning Services	☒ **(only applicable if this box is checked)**
Appendix C	Optional Additional Call-off Terms and Conditions for Maintenance Services	☐ **(only applicable if this box is checked)**
Appendix D	Optional Additional Call-off Terms and Conditions for Bespoke Research, Development and Manufacturing Requirements	☐ **(only applicable if this box is checked and to the extent the applicable terms are included in Annex A (Order Specific Key Provisions))**
Appendix E	Optional Additional Call-off Terms and Conditions for Reagent Rental	☐ **(only applicable if this box is checked)**
Appendix F	Optional Additional Call-off Terms and Conditions for Managed Equipment Services	☐ **(only applicable if this box is checked)**
Appendix G	Optional Additional Call-off Terms and Conditions for Clinical Laboratory Diagnostic Testing Services	☐ **(only applicable if this box is checked and to the extent the applicable terms are included in Annex A (Order Specific Key Provisions))**
Appendix H	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 ☐	
	6. Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services ☐	

	7. Inclusion of a Change Control Process	☐	
	8. Authority step-in rights	☐	
	9. Guarantee	☐	
	10. Termination for convenience	☒	
	11. Pre-Acquisition Questionnaire	☐	
	12. Time of the essence (Goods)	☐	
	13. Time of the essence (Services)	☐	
	14. Specific time periods for inspection	☐	
	15. Specific time periods for rights and remedies under Clause 3.6 of Schedule 2 of Appendix A	☐	
	16. Right to terminate following a specified number of material breaches	☐	
	17. Expert Determination	☐	
	18. Consigned Goods	☐	
	19. Improving visibility of Sub-contract opportunities available to Small and Medium Size Enterprises and Voluntary, Community and Social Enterprises	☐	
	20. Management Charges and Information	☐	
	21. COVID-19 related enhanced business continuity provisions	☐	
	22. Buffer stock requirements	☐	
	23. Modern slavery	☒	
	24. 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.	☒	

1. CONTRACT DETAILS

(1.1) Commencement Date:

The date this order form is signed by both Parties (the Authority and the Supplier).

(1.2) Services Commencement Date (if applicable):

N/A

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

1.3.1 The total contract value shall be fifty thousand, seven hundred and fifty pounds and forty-three pence (£50,750.43) (Excl. VAT) (the **"Total Contract Value"**).

1.3.2 The total contract value is the maximum value of goods and services which can be ordered under this Contract.

1.3.3 Payment terms are net 30 days in arrears from the date the Authority receives valid consolidated invoices in accordance with this Contract.

1.3.4 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions).

1.3.5 The Purchase Orders issued by the Authority in respect of this Agreement do not form part of this Agreement.

(1.4) Term of Contract:

1.4.1 This Contract shall be deemed to have commenced on the date of UKHSA signature (the **"Commencement Date"**) and shall, unless terminated earlier, or extended, in accordance with its terms, expire after twelve months (the **"Term"**).

(1.5) Term extension options:

1.5.1 The Authority, at its sole discretion, shall be able to extend this Contract for 1 (one) period of up to 12 (twelve) months, (the "**Extension Period**"), in accordance with Clause 15.2 of the Call Off Terms and Conditions.

1.5.2 The Authority may, but is not committed to, extend this Contract with a budget similar to that of the original contract, subject to internal review and approvals.

1.5.3 The Authority may request a quote for the extension period as early as 1st May 2026.

1.5.4 In accordance with Schedule 6 - Guidance of the Framework Agreement, the Supplier shall provide a quote where any price increases should not exceed the Consumer Price Index (CPI) for the previous 12 (twelve) months prior to the submission date. The Supplier shall quote in accordance with, and not exceeding, the prices listed on the Framework Agreement.

In exceptional circumstances, at its sole discretion, the Authority reserves the right to consider another index in place of the CPI.

2. GOODS AND SERVICES REQUIREMENTS
(2.1) Description of the Goods and Services: The specification of the Goods (the **"Specification"**) is as set out in this Clause 2.1. 2.1.1 This contract covers the purchase of the following items as per below table.

Code No	Item	Qty	Discount %	Price (£)
DWDISW1001X	**DISTRIWEL 440 including Linx Printer Fitting Kit** DISTRIWEL 440 is an automatic Petri dish filling and stacking machine that allows you to prepare up to 440 plates (15ml) within 30 minutes. With the Masterflex™ Peristaltic Pump, the media is poured precisely and evenly onto the plates. In addition, the built-in Peltier cooler prevents condensation and speeds up solidification time, thus ensuring a constant high quality of the media. DISTRIWEL 440 has a Plexiglas protective cover and a built-in UV lamp to help prevent contamination during the pouring process. 7" touchscreen / Multicoloured visual alarms / 40x stored programmes / In-line blood addition option / Built-in Peltier cooling system reduces condensation / Optional footswitch for manual dispensing Supplied with: 1x user manual, 1x power supply cable, 2x tubing sets, 1x certificate of conformance, plastic glasses, 1x LINX Printer fitting kit	[redacted]		
M30026	**APS 300/320 & Distriwel 90mm Tubing Set**	[redacted]	[redacted]	[redacted]
DWMEDW1010	**MEDIAWEL 10 Automated Media Preparator 1 - 10L** MEDIAWEL 10 is an automatic media preparator with a capacity of between 1–10 litres. It has a high temperature accuracy and Mediawel can increase productivity, quality, repeatability and traceability because you can make your media faster and be more flexible in terms of the type of media you can prepare. Mediawel 10 can be bench mounted or there is an optional trolley with large wheels so you can easily slide it under the bench to save space.	[redacted]	[redacted]	[redacted]

Code No	Item	Qty	Discount %	Price (£)
	A variety of safety features are standard, including a safety lid that locks when the temperature reaches 80°C. Full traceability and easy export of data via a USB interface, speeds up work processes and optimises workflow. A printer is also available. Real time data monitoring is available through the WiFi and Ethernet connection to your PC, Smartphone or tablet. Each cycle is recorded and stored locally and can be exported (PDF or CSV format) via the USB drive. 7" colour touchscreen LCD display / continuous homogenisation / slow, smooth stirring – 9 adjustable speeds 20 to 110 rpm to avoid bubbling / sterilisation temperature 95°C to 125°C / temperature precision: +/- 0.5°C after temperature stabilisation / 16GB card included which can store up to 10,000 cycles / one click connection/ disconnection from the water supply. Supplied with: 1x USB key with user manual and quality report, 1x bucket, 1x double magnetic stirrer, 1x sampling tube, 1x drain plug, 1x stirrer bearing kit, Bactystopper - calibrated sterile carded cotton (x50), 1x inlet and outlet water tubing (4m) + 4 tubing clamps, 3 months free access to "Real time data monitoring license".			
DWMEDW2103	**Mediawel 10 Sampling Tube**	[redacted]	[redacted]	[redacted]
DWMEDW2106	**Mediawel 10 Draining Bucket**	[redacted]	[redacted]	[redacted]
DWMEDW3003	**Mediawel Bactystopper Filter (50 Pack)**	[redacted]	[redacted]	[redacted]
L00014	**Delivery, installation and all necessary on-site user training**	[redacted]	[redacted]	[redacted]
			NET	**50,750.43**
			VAT	*10,150.09*
			TOTAL £	**60,900.52**

2.1.2 In the event that any of the Goods prove to be defective as a result of the Supplier's faulty design, workmanship, or materials, the Supplier shall, at its own cost, remedy the defect provided that: (a) the Goods have been used in accordance with their intended purpose and in conjunction with any equipment specified or approved by the Supplier; (b) no unauthorised repairs or alterations to the Goods have been made; and (c) the Authority notifies the Supplier in writing of the defect within one (1) month of the date of delivery (or deemed delivery).

2.1.3 Upon valid notification, the Supplier shall, at its option and expense: (a) repair or replace the defective Goods (or the defective part thereof); or (b) promptly refund the price of the defective Goods (or the defective part thereof) to the Authority.

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

2.2.1 The Supplier shall deliver the Goods to the Premises and Locations set out below.

Delivery Address: UK Health Security Agency (Colindale), Central Stores, 61 Colindale Avenue, London, NW9 5EQ.

2.2.2 All planned deliveries of the Goods shall be pre-advised by the Supplier to the Authority's primary contacts stated below at least 2 (two) Business Days prior to attendance:

Primary contact: [redacted]

Email: [redacted]

2.2.3 The Supplier shall provide the following data when notifying the Primary Contacts:

- Supplier name;
- Authority's purchase order (PO) number.
- Item reference, Supplier's code, description and quantity.
- Any special instructions originally entered for Authority's Order (e.g. project)

2.2.4 The Primary Contacts will confirm:

- Booking reference number;
- Date and time of Supplier attending the relevant Premises and Location; and

- Premises and Location address.

2.2.5 The Authority may refuse unscheduled delivery of Goods. In such event, the Supplier shall rearrange such delivery utilising the goods delivery process set out in this Clause 2.2.

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

Name: [redacted]

Phone: [redacted]

E-mail: [redacted]

(2.4) Performance standards:

- The Supplier shall deliver the Goods in accordance with good industry standards and practices.
- Timely delivery of the Goods in accordance with Annex A below.
- Quality of Services i.e. Goods/Services to meet Specifications as stated in section 2.1 & 2.5.
- Proof of delivery of the Goods to be supplied with invoice.

(2.5) Quality standards:

The Goods offered by the Supplier under this Agreement must adhere to all applicable quality standards, regulatory requirements, and industry certifications at the time of contract commencement and throughout the contract duration. The Supplier warrants that the machines meet all necessary safety, performance, and reliability criteria in accordance with relevant national and international legislation, including but not limited to ISO standards, CE marking (where applicable), and any other regulatory approvals required for clinical laboratory use.

(2.6) Contract monitoring arrangements:

2.6.1 At the Authority’s request, the Authority’s Contract Manager and the Supplier’s Contract Manager may meet 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 At the Authority's request, within 5 (five) Business Days of such request, the Supplier shall provide such management information to the Authority as the Authority may reasonably request from time to time

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 Supplier representatives • 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 license to the Supplier: N/A

Signed for and on behalf of the Supplier	Signed for and on behalf of the Authority
[redacted]	

Annex A

Order Specific Key Provisions

1. Delivery and Risk:

1.1. The Supplier shall deliver the goods to the locations set out in the Purchase Orders received.

1.2. The Supplier will ensure that provision of the goods are made in accordance with the terms of this Order Form including Annex A and the Call-Off Terms and Conditions.

2. Invoicing Process:

2.1 Payment terms are net 30 days from receipt of a valid invoice.

2.2 On completion of the countersigning of the Contract, the Authority will, as soon as operationally possible, send unique purchase orders ("the **PO**") quoting the PO number. The Supplier must be in receipt of a valid PO number before submitting any invoice.

2.3 The Supplier shall provide an invoice to the Authority for all Goods received and accepted by the Authority each month.

2.4 All invoices should be sent for approval and must include the proof of delivery to the Authority's designated finance mailbox e-mail: [redacted] and their agreed Representative before being submitted for payment.

2.5 All invoices must be sent quoting a valid purchase order number. The Supplier shall provide a current statement of accounts on a monthly basis; this is a standard commercial process and should show all invoices raised and amounts outstanding.

2.6 To avoid delay in payment it is important that the Supplier provides a compliant invoice that includes, as a minimum, a valid PO number, PO line-item number (if applicable), PO line description, and the details (name and telephone number) of the Authority's authorised representative. Non – compliant invoices will be sent back to the Supplier, which may lead to a delay in a payment.

2.7 If you have a query regarding an outstanding payment, please contact our Accounts Payable section by email to: [redacted]