

DHSC Order Form

The Authority	Secretary of State for Health and Social Care 39 Victoria Street, London SW1H 0EU
The Supplier	Huxley Bertram Engineering Limited
Date	29th July, 2021
Type of Goods	Modifications to Lateral Flow Test Secondary Manufacturing Cassette Assembly Machines
The Sub-Contractor(s)	Huxley Bertram Engineering Limited 53 Pembroke Avenue Waterbeach, Cambridge CB25 9QP Company Registration: 03358704

This Contract is made on the date set out above subject to the terms set out in the Order Form and schedules ("**Schedules**") below. The Authority and the Supplier undertake to comply with the provisions of the Order Form and the Schedules in the performance of this Contract.

The Supplier shall supply to the Authority, and the Authority shall receive and pay for, the Goods on the terms of this Contract. For the avoidance of doubt, the Contract consists of the terms set out in the Order Form and the Schedules, together with the annexes as stated.

The Definitions in Schedule 3 apply to the use of all capitalised terms in this Contract.

Schedules

Schedule 1	Key Provisions
Schedule 2	General Terms and Conditions
Schedule 3	Definitions and Interpretations
Schedule 4	Additional Special Conditions

Order Form

1. Contract Reference	
2. Date	
3. Authority	Secretary of State for Health and Social Care 39 Victoria Street, Westminster, London SW1H 0EU
4. Supplier	Huxley Bertram Engineering Limited 53 Pembroke Avenue, Waterbeach, Cambridge CB25 9QP
5. The Contract	<p>The Supplier shall supply the Goods described below on the terms set out in this Order Form.</p> <p>Unless the Contract otherwise requires, capitalised expressed used in this Order Form have the same meanings as in Schedule 3.</p> <p>In the event of any conflict between this Order Form and the Schedules, this Order Form shall prevail.</p> <p>Please do not attach any supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract.</p>
6. Goods to be Supplied	<ol style="list-style-type: none">1. Conversion of three Huxley Bertram manufactured HB1775 cassette assembly machines to assemble cassettes with 3mm test strip rather than 5mm test strip, including provision of "Nudger-Podger" on each machine to provide horizontal and vertical position adjustment of the test strip if required;2. The optional conversion of up to a further five Licensee manufactured HB1775 cassette assembly machines to assemble cassettes with 3mm test strip rather than 5mm test strip, including provision of "Nudger-Podger" on each machine to provide horizontal and vertical position adjustment of the test strip if required;3. Site Installation;4. Site Acceptance Testing (as detailed in Document Reference Number HB1775A Machine FAT/SAT Protocol for Lateral Flow Device Assembly (LFDA) System);

	<p>5. Basic Machine Training aligned to HB1775A Machine Handbook Lateral Flow Device Assembly (LFDA) System and covering: Machine Safety, Operation of machine, Daily maintenance of machine, How to resolve general stoppages and General machine maintenance by technicians;</p> <p>6. 3 months warranty</p> <p>Delivered in accordance with the following instructions:</p> <p>Delivery Address(es): SureScreen Diagnostics Limited, Derby</p> <p>Date(s) of Delivery: First three machines to be delivered before October 31st 2021. Balance to be confirmed upon decision of DSHC to proceed with any further requirements.</p>
7. Specification	<p>The specification of the Goods is as set out in Quotation QHB1775.23:</p> <ul style="list-style-type: none"> • Receipt of machine at Huxley Bertram (shipment by others) • Supply 3mm machine parts • Fit 3mm machine parts • Adjustment of bowl-feeders to run 3mm parts • Test performance with 3mm parts • Ship machine onwards to UK site • Support machine installation & SAT (up to 3 days on site per machine) at UK site including expenses • Basic machine training (up to one day per machine) • 3 months warranty on 3mm machine part changes from dispatch from Huxley Bertram • 3 months warranty on remainder of machine build from dispatch from Huxley Bertram (in association with Licensee where applicable) <div data-bbox="667 1377 711 1435" data-label="Image"> </div> <p>QHB1775.23.pdf</p> <p>Notwithstanding anything in the attached quotation, these terms and not the Supplier standard terms and conditions apply to this requirement.</p>
8. Term	<p>The Term shall commence on 19th July, 2021</p> <p>And the Expiry Date shall be 31st October 2021 unless it is otherwise extended or terminated in accordance with the terms and conditions of the contract.</p> <p>The Authority may extend the Contract for a period of up to [6 months] by giving not less than 10 Business days notice in writing to the supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.</p>

9. Charges	<p>The Charges for the Deliverables shall be as set out below</p> <table><tr><th>Description</th><th>Price per unit (exl VAT)</th><th>Total # items</th><th>Total Price (exl VAT)</th><th>Currency</th></tr><tr><td>HB Machine Conversions</td><td colspan="4" rowspan="2"></td></tr><tr><td>Licensee Machine Conversions</td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Total Price</td><td colspan="4">£535,200.00</td></tr></table>	Description	Price per unit (exl VAT)	Total # items	Total Price (exl VAT)	Currency	HB Machine Conversions					Licensee Machine Conversions						Total Price	£535,200.00			
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10. Payment	<p>All invoices must be send quoting a valid purchase order number.</p> <p>[REDACTED]</p> <p>Within 15 Business Days of receipt of your countersigned copy of the Contract, we will send you a unique Purchase Order number (the “PO Number”). You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>All invoices must be send quoting a valid purchase order number. Every payment request must be accompanied by a current statement of accounts; this is a standard commercial process and should show all invoices raised and amounts outstanding. Copy invoices requiring payment must be sent with all statement of accounts with supporting documents. The minimum supporting documents required are an invoice and packing list.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non- compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact our Accounts Payable section by email to</p> <p>[REDACTED]</p> <p>Staged invoices and payments will be as follows:</p> <ul style="list-style-type: none">• 35% of order upon receipt of order;• 55% of individual machine price, invoiced on dispatch of machine from Huxley Bertram;• 10% of individual machine price, 1 month after system dispatch from Huxley Bertram;																					
11. Buyer Authorised Representative(s)	<p>For general liaison your contact will continue to be</p>																					

	<div style="background-color: black; width: 150px; height: 15px; margin-bottom: 5px;"></div> <p>or, in their absence,</p> <div style="background-color: black; width: 160px; height: 15px; margin-bottom: 5px;"></div>	
12. Supplier's Authorised Representative(s)	<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 240px; height: 15px;"></div>	
13. Address for notices	Authority: Department of Health and Social Care, 39 Victoria Street, Westminster, London SW1H 0EU Attention: Contract Manager Email: <div style="background-color: black; width: 250px; height: 15px; margin-top: 5px;"></div>	Supplier: Huxley Bertram Engineering Limited Attention: <div style="background-color: black; width: 140px; height: 15px; display: inline-block;"></div> Email: <div style="background-color: black; width: 240px; height: 35px; margin-top: 5px;"></div>
14. Key personnel	Authority: Department of Health and Social Care 39 Victoria Street London SW1H 0EU Attention: Contract Manager Email: <div style="background-color: black; width: 240px; height: 15px; margin-top: 5px;"></div>	Supplier: <div style="background-color: black; width: 120px; height: 15px; margin-bottom: 5px;"></div> Attention: <div style="background-color: black; width: 160px; height: 15px; display: inline-block;"></div> Email: <div style="background-color: black; width: 240px; height: 15px; margin-top: 5px;"></div>
15. Procedures and Policies	<p>The Authority may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check.</p> <p>The supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Authority, or is of a type otherwise advised by the Buyer (each such conviction a "Relevant conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.</p>	

Signed by the authorised representative of THE AUTHORITY

Name:		Signature:	
Position:		Date	9th August 2021

Signed by the authorised representative of THE SUPPLIER

Name:		Signature	
Position:		Date	11 AUG 2021