

**National Microbiology Framework Agreement
Order Form
Reference C319831
Don Whitley Scientific Limited**

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:	[REDACTED] [REDACTED]
Secondary Contact: business operational contact/project manager	[REDACTED] [REDACTED]
Procurement lead	[REDACTED] [REDACTED]
Name and address for notices:	[REDACTED] [REDACTED] Address: UK Health Security Agency, 10 South Colonnade, London, E14 4PU
Internal reference (if applicable):	W156779

TO:

Supplier:	Don Whitley Scientific Limited, Victoria Works, Victoria Street, Bingley, West Yorkshire, BD16 2NH (the "Supplier")
Contract Manager:	[REDACTED] [REDACTED] [REDACTED]

Secondary Contact:	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>
Account Manager:	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>
Name and address for notices:	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>

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	<input checked="" type="checkbox"/> (only applicable if this box is checked)
Appendix C	Optional Additional Call-off Terms and Conditions for Maintenance Services	<input type="checkbox"/> (only applicable if this box is checked)
Appendix D	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))
Appendix E	Optional Additional Call-off Terms and Conditions for Reagent Rental	<input type="checkbox"/> (only applicable if this box is checked)
Appendix F	Optional Additional Call-off Terms and Conditions for Managed Equipment Services	<input type="checkbox"/> (only applicable if this box is checked)
Appendix G	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))
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	<input type="checkbox"/>
	2. TUPE on exit	<input type="checkbox"/>
	3. Different levels and/or types of insurance	<input type="checkbox"/>
	4. Induction training for Services	<input type="checkbox"/>
	5. Further Authority obligations	<input type="checkbox"/>
	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 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 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"/>	
	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.	<input checked="" type="checkbox"/>	

1. CONTRACT DETAILS
<p>(1.1) Commencement Date: As per dated UKHSA counter signature of this document.</p>
<p>(1.2) Services Commencement Date (if applicable): As per dated UKHSA counter signature of this document. The warranty period shall commence on the date of full installation and acceptance of the equipment by the Authority and shall remain in effect for 12 months from that date.</p>
<p>(1.3) Contract Price ((i) breakdown and (ii) payment profile):</p> <p>1.3.1 The total contract value shall be forty-nine thousand, one hundred and fourteen pounds and fifty-seven pence.(£49,114.57) (Excl. VAT) (the “Total Contract Value”).</p> <p>1.3.2 The Total Contract Value is the maximum value of goods/services which can be ordered under this Contract.</p> <p>1.3.3 Only orders placed directly by the Authority are binding under this Contract.</p> <p>1.3.4 Payment terms are net 30 days in arrears from the date the Authority receives valid consolidated invoices in accordance with this Contract.</p> <p>1.3.5 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions)</p> <p>1.3.6 The Purchase Orders issued by the Authority in respect of this Agreement do not form part of this Agreement.</p>
<p>(1.4) Term of Contract:</p> <p>1.4.1 This Contract shall be deemed to have commenced on the date of UKHSA countersignature of this document (the “Commencement Date”) and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 25th February 2025 (the “Term”)</p>
<p>(1.5) Term extension options:</p> <p>N/A</p>

2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods / Services:

The specification of the Goods (the “**Specification**”) as set out by the manufacturer:

2.1.1 This contract covers the purchase of one (1) Mediawel 10 (DWMEDW1010), one (1) Distriwel 440 (DWDISW1001), associated apparatus, installation and training. Further details and full breakdown of products included within this contract are stated within Appendix 1 of this order form.

Mediawel 10 (DWMEDW1010)



MEDIAWEL 10 is an automatic media preparator with a capacity of between 1 and 10 litres. It provides the ability to quickly and accurately produce all types of agar, broths and dilution fluids.

This device has a high temperature accuracy and can increase productivity, quality, repeatability and traceability. You can make media faster and be more flexible in terms of the type of media you can prepare. The MEDIAWEL 10 media preparator can be positioned on a bench or there is an optional trolley with large wheels so you can easily slide it under the bench to save space.

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.

Key features of the MEDIAWEL 10 Media Preparator:

- Capacity from 1 to 10 litres.
- 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.
- A 16 GB SD card is included, which can store up to 10,000 cycles.
- One click connection/disconnection from the water supply.

Distriwel 440 (DWDISW1001)



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 medium 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. The peristaltic pump and the loading system are located at the front of the device for easy, ergonomic access.

DISTRIWEL 440 has a Plexiglas protective cover and a built-in UV lamp to help prevent contamination during the pouring process. It is also important to note that the compact base, the detachable carousel and the removable transfer plate make handling and cleaning the device extremely easy.

For enhanced traceability, connect your DISTRIWEL to the Linx 10 Continuous Inkjet Printer which prints 2 lines of text directly onto the side of a Petri dish.

The DISTRIWEL is also compatible with other items of laboratory equipment, such as automated media preparators (MEDIWEL).

- 7" colour touchscreen display for ease of use.
- Multicolour visual alarms.
- Carousel capacity - 440 dishes.
- Fill up to 880 x 90mm plates per hour.
- 40 stored programmes.
- Pouring range: 00.1 ml - 99.9 ml (plate pouring); 00.1 ml - 999.9 ml (pump mode).
- In-line blood addition option.
- Built-in Peltier cooling system reduces condensation.
- Ergonomic design.
- Optional footswitch for manual dispensing.

2.1.2 The Supplier shall provide one-year full warranty on both the Mediawel 10 and Distriwel 440 from the date of installation, further details of which are included within Appendix 2.

(2.2) Premises and Location(s) at which the Services are to be provided:

2.2.1 The Supplier shall deliver the goods to the sites listed in Appendix 3.

2.2.2 All planned Services delivery shall be pre-advised by the Supplier to the Authority's primary delivery contact stated below (individually or collectively be known as the "**Delivery Contact**") at least 48 hours prior to attendance:

2.2.3 Primary delivery contact: [REDACTED]

2.2.4 The Supplier shall provide the following data when notifying the Delivery Contact:

- Supplier name;
- Authority's Order Number;
- Item reference, Supplier's part code, description and quantity;

2.2.5 The Delivery Contact will confirm:

- Booking reference number;
- Date and time of service (where applicable); and
- Delivery address.

2.2.6 Delivery of the Goods/Services shall be considered to have occurred when the Delivery Contact or other authorised representative of the Authority at the Authority's nominated location has agreed that the delivery, installation and any validation work has been carried out to the suppliers specification and has signed the delivery note to confirm acceptance.

2.2.7 To Deliver on time and prior to the expiration of this contract (for the avoidance of doubt, delivery which arrive on time but are not unloaded due to the driver's decision, deliveries which do not arrive and deliveries which arrive at the wrong delivery location shall also be considered late).

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

[REDACTED]
[REDACTED]
[REDACTED]

(2.4) Performance standards:

- The Supplier shall deliver the Goods/Services to good industry standards.
- Timely delivery of the Goods/Services in accordance with the quoted delivery time of 4 weeks.
- Quality of Goods/Services i.e. Goods/Services to meet Specifications as stated in section 2.1 & 2.5.
- Proof of delivery of the Goods/Services to be supplied with the invoice.

(2.5) Quality standards:

The Supplier shall provide the equipment detailed at 2.1 to the level of the Supplier's manufactured specifications as sold by the Supplier to the Authority.

(2.6) Contract monitoring arrangements:

The Authority Contract Manager (or their delegate) and the Supplier Contract Manager may meet Monthly (or such other frequency as reasonably requested by the Authority) and no less than quarterly (unless otherwise notified 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 At the Authority's request, 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 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:

In accordance with the Data Protection Protocol.

5. LEASE / LICENSE (if applicable)

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

N/A

Signature for and on behalf of the Authority:

Signature for and on behalf of the Supplier:

Date Signed: 26th November 2024

Date Signed: 26/11/24

Annex A

Order Specific Key Provisions

1. Delivery and Risk:

- 1.1. The Supplier shall deliver the Goods to the locations set out in Appendix 3 of this order form.
- 1.2. The Supplier will ensure that the provisions of service support are made in accordance with the terms of this Order Form including Appendices 1, 2 and 3 hereto, 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 Within 10 Business Days of receipt of the Supplier's countersigned copy of the Contract, the Authority will send a unique purchase order ("PO") number. The Supplier must be in receipt of a valid PO number before submitting an invoice.
- 2.3 The Supplier shall provide an invoice to the Authority for all Services received and accepted by the Authority.
- 2.4 The Supplier shall send all invoices for approval and shall 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 The Supplier shall provide compliant invoices that include 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 In support of Services being delivered the Supplier shall provide to the Authority a signed delivery note confirming receipt of the services.
- 2.8 The UK Health Security Agency, 10 South Colonnade, London, E14 4PU Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to:
[REDACTED]

Appendix 1 – Description of Goods/ Services

No.	Quantity	Catalog	Product	Total Price (ex vat)
1	1	DWMEDW1010	MEDIAWEL 10 Automated Media Preparator 1 - 10L	
2	3	DWMEDW2103	Mediawel 10 Sampling Tube	
3	1	DWMEDW2106	Mediawel 10 Draining Bucket	
4	1	DWMEDW3003	Mediawel Bactystopper Filter (50 Pack)	
5	1	L00014	Delivery, installation and all necessary on-site user training (For Mediawel 10)	
6	1	DWDISW1001	DISTRIWEL 440	
7	2	M30026	APS 300/320 & Distriwel 90mm Tubing Set	
8	1	L00014	Delivery, installation and all necessary on-site user training (For Distriwel 440)	
Total (ex Vat)				

The pricing listed above is as per quotation numbers **05337b** and **05336b**.

Appendix 2 – Warranty Service

Product Warranty
12-month warranty for both the Mediawel 10 and Distriwel 440.
Both the Mediawel 10 and Distriwel 440 come with one warranty service check which will take place 8-9 months after installation.
Product warranty does NOT include consumables.

Following the 12-month warranty period, the Supplier can offer a proposal for a service contract should the Authority wish to be covered going forward.

Appendix 3 – Location for Delivery of Goods/ Services

Site	Address	Point of contact
UK Health Security Agency – Porton Down	Manor Farm Road Porton Down Salisbury, Wiltshire United Kingdom SP4 0JG	