

Appendix 1

**National Microbiology Framework Agreement
Order Form
Reference C238512
Done Whitney 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 10 South Colonnade, London, E14 4PU (the "Authority").
Invoice address:	Post: UK Health Security Agency, 10 South Colonnade, London, E14 4PU Email: payables@ukhsa.gov.uk
Contract Manager:	Name: Robina Begum E-mail: Robina.Begum@ukhsa.gov.uk
Secondary Contact: eg. business operational contact, project manager	Name: Robina Begum E-mail: Robina.Begum@ukhsa.gov.uk
Procurement lead	Name: Mantas Lukos E-mail: Mantas.Lukos@ukhsa.gov.uk
Name and address for notices:	Name: Ainsley Ritchie Email: Ainsley.ritchie@ukhsa.gov.uk Address: UK Health Security Agency, 10 South Colonnade, London, E14 4PU
Internal reference (if applicable):	C238512

TO

Supplier:	
Contract Manager:	Name: [REDACTED] E-mail: [REDACTED]
Secondary Contact:	Name: [REDACTED] E-mail: [REDACTED]
Account Manager:	Name: [REDACTED] E-mail: [REDACTED]

National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

Name and address for notices:	Name: [REDACTED] Address: Don Whitley Scientific Ltd. Victoria Works, Victoria Street, Bingley, West Yorkshire, BD16 2NH
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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 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	<div>Further Optional Additional Call-off Terms and Conditions</div> <div>Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked:</div> <table><tr><td>1. TUPE applies at the commencement of the provision of Services</td><td><input type="checkbox"/></td></tr><tr><td>2. TUPE on exit</td><td><input type="checkbox"/></td></tr><tr><td>3. Different levels and/or types of insurance</td><td><input type="checkbox"/></td></tr><tr><td>4. Induction training for Services</td><td><input type="checkbox"/></td></tr><tr><td>5. Further Authority obligations</td><td><input type="checkbox"/></td></tr></table>	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"/>	<div>(only applicable if one or more boxes are checked)</div>
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"/>											

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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 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)

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1. CONTRACT DETAILS**(1.1) Commencement Date:** 1st of February 2024.**(1.2) Services Commencement Date (if applicable):** 1st of February 2024.**(1.3) Contract Price ((i) breakdown and (ii) payment profile):**

£68,064.51 (excl VAT).

Quotation for a 12 Month Contract 01/02/24-31/01/25 – UKHSA Colindale				
Code No.	Equipment	Qty	Serial No.	Price (£)
L00020	Whitley A35 Workstations–Fully Comprehensive @2,898.00 each, less 10% UKHSA Discount, less 15% Multiuser Discount	2	A0810019 A0612097	4,433.94
L00020	Whitley A45 Workstation–Fully Comprehensive @4,050.00, less 10% UKHSA Discount, less 15% Multiuser Discount	1	A450612014	3,098.25
L00020	Whitley VA500 Workstations–Fully Comprehensive @2,692.00 each, Less 10% UKHSA Discount, Less 15% Multi User Discount	3	VA01WG VA01WH VA02WH	6,178.14
L00020	Whitley M45 Microaerophilic Workstation – Fully Comprehensive @3,142.00 each, Less 10% UKHSA Discount, Less 15% Multi User Discount	1	M450218002	2,403.63
L00050	Single Point Calibration for Workstations with certification included @125.00 per machine. (This will be carried out in conjunction with a service)	7	As above/below	875.00
L00021	WASP Spiral Plater & Vacuum Source Fully Comprehensive @2,282.00 Less 10% UKHSA Discount, less 15% Multi User Discount	1	WB03VL VS11130820A	1,745.73
L00021	WASP Spiral Plater & Vacuum Source–Fully Comprehensive @2,282.00 Less 10% UKHSA Discount, less 15% Multi User Discount	1	WB02VC VS01JB	1,745.73
L00021	WASP Spiral Plater & Vacuum Source – Fully Comprehensive @2,282.00 Less 10% UKHSA Discount, Less 15% Multi User Discount	1	WB04VC PV01JK	1,745.73
L00024	Smasher–SILVER Contract	1	64502941	597.00
L00024	Dilumat Start Diluters - GOLD @2,390.00 each, Less 10% UKHSA Discount, Less 15% Multi user Discount	4	10089387 10097933 10097935 10097936	1,828.35
L00021	WASP Touch – Fully Comprehensive @2,282.00, Less 10% UKHSA Discount, Less 15% Multi User Discount	1	WWT0119009D	1,745.73
TOTAL				26,397.23

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Quotation for a 12 Month Contract 01/02/24-31/01/25 – UKHSA Porton Down				
Code No.	Equipment	Qty	Serial No.	Price (£)
L00020	Whitley TG95 Workstation – Fully Comprehensive <i>@4,325.00, Less 10% UKHSA Discount, Less 15% Multi User Discount</i>	1	TG950821016	3,308.62
L00050	Single Point Calibration for Workstation with certification included. <i>(To be carried out in conjunction with service)</i>	1	As above	125.00
L00024	Dilumat Start Diluters - GOLD <i>@2,390.00 each, Less 10% UKHSA Discount, Less 15% Multi User Discount</i>	4	10097926 10097927 10097929 10097934	7,313.40
L00021	WASP Touch – Fully Comprehensive <i>@2,282.00, Less 10% UKHSA Discount, Less 15% Multi User Discount</i>	1	WWT0919012D	1,745.73
TOTAL				12,492.75

Quotation for a 12 Month Contract 01/02/24-31/01/25 UKHSA Birmingham				
Code No.	Equipment	Qty	Serial No.	Price (£)
L00020	Whitley A35 Workstations – Fully Comprehensive <i>@2,898.00 each, Less 10% UKHSA Discount, Less 5% Multi User Discount</i>	2	A0214193 A0214194	4,955.58
L00050	Single Point Calibration for Workstations with certification included @125.00 each. <i>(This will be carried out in conjunction with a service)</i>	2	As above	250.00
TOTAL				5,205.58

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**Quotation for a 12 Month Contract 01/02/24-31/01/25
UKHSA Cambridge Addenbrookes**

Code No.	Equipment	Qty	Serial No.	Price (£)
L00020	Whitley A55 Workstation – Fully Comprehensive @4,325.00, Less 10% UKHSA Discount, Less 5% Multi User Discount	1	A550114003	3,697.87
L00020	Whitley DG250 Workstation – Fully Comprehensive @2,026.00, Less 10% UKHSA Discount, Less 5% Multi User Discount	1	MM11130629	1,732.23
L00050	Single Point Calibration for Workstations with Certification Included. @£125.00 per machine (This will be carried out in conjunction with a service)	2	As Above	250.00
TOTAL				5,680.10

**Quotation for a 12 Month Contract 01/02/24-31/01/25
UKHSA York**

Code No.	Equipment	Qty	Serial No.	Price (£)
L00024	Dilumat Start Diluters – GOLD Contract @2,390.00 each, less 10% UKHSA Discount, less 15% Multiuser Discount	5	10097924 10097925 10097928 10097930 10097931	16,543.12
L00021	WASP Touch – Fully Comprehensive contract @2,282.00, less 10% UKHSA Discount, less 15% Multiuser Discount	1	WWT0119010D	1,745.73
TOTAL				18,288.85

TOTAL OF ALL SITES	68,064.51
VAT	13,612.90
TOTAL PAYABLE	81,677.41

(1.4) Term of Contract: Contract end date:31/01/2025

(1.5) Term extension options: N/A

2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods / Services: Services: Maintenance and servicing of Don Whitley equipment as listed in section (1.3).

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

UKHSA – Colindale
UKHSA – Porton Down
UKHSA – Birmingham
UKHSA – Cambridge
UKHSA – York

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

Name: [REDACTED]
Address: Don Whitley Scientific Ltd.
Victoria Works, Victoria Street, Bingley, West Yorkshire, BD16 2NH
Email - [REDACTED]

(2.4) Performance standards:

- The supplier shall deliver the services according to the Quotation (Annex A) and good industry standards.

(2.5) Quality standards:

- N/A

(2.6) Contract monitoring arrangements:

N/A

(2.7) Management information and meetings:

N/A

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:

N/A

4. DATA PROCESSING (if applicable)

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(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

Signed for and on behalf of the Supplier

Signed for and on behalf of the Buyer acting on behalf of

Date Signed: 31/01/2024

Date Signed: 31/1/2024