

DHSC Terms and Conditions for the Supply of Goods

The Authority	Department of Health and Social Care 39 Victoria Street, London, SW1H 0EU, UK
The Supplier	OMNI-ID LTD UNIT 20, THE ENTERPRISE CENTRE, COXBRIDGE BUSINESS PARK ALTON RD FARNHAM SURREY GU10 5EH (REG OFFICE: TEMPLE BACK EAST, TEMPLE QUAY, BRISTOL, BS1 6EG) Registered Company Number: 06163600
Date	
Type of Goods	Type II R Face Masks

This Contract is made on the date set out above subject to the terms set out in the Order Form and schedules (“**Schedules**”) contained in the document (DHSC Contract for Goods - Terms and Conditions April 2020.pdf) 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
Error! Reference source not found.	General Terms and Conditions
Schedule 3	Definitions and Interpretations
Schedule 4	Additional Special Conditions

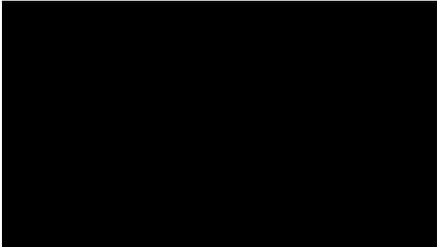
Schedules 2, 3 and 4 are contained in the document DHSC Contract for Goods - Terms and Conditions April 2020.pdf

	<p>Tel. +■■■■■■■■■■ Ext. ■■■■</p> <p>The supplier will submit Advance Shipping Notices to the following email address: nhsppbookings@clippergroup.co.uk, including the following detail within the notice:</p> <ul style="list-style-type: none"> • Supplier Name (and code) • Purchase Order No. • Part No. / NPC Code (NHS specific code) • Product Description (as complete as possible, ideally as per NHS product listing) • Quantity (total) • Pack Qty / Packs per pallet • No. of pallets • Quality status (i.e. approved, certification status etc.) • Any product expiration dates • Any other contract reference
<p>7. Specification</p>	<p>The specification of the Deliverables is as set out in Annex B.</p>
<p>8. Term</p>	<p>The Term shall commence on placement of the Purchase Order 001 at Annex A.</p> <p>And the Expiry Date shall be upon delivery of Purchase Orders, unless it is otherwise extended or terminated in accordance with the terms and conditions of the contract.</p> <p>The Buyer may extend the Contract for a period of up to 3 months by giving not less than 5 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>
<p>9. Charges</p>	<p>The Charges for the Deliverables shall be set out in Annex A.</p>
<p>10. Payment</p>	<p>All invoices must be emailed quoting a valid purchase order number to the following email address COVID-19FinanceOperations@dhsc.gov.uk.</p> <p>The Authority agrees to pay the Supplier the value of the Goods as set out in Line 01 of the Purchase Order Form 001 at Annex A (50% of the total order value) upon the commencement of this Contract and presentation of a valid invoice.</p> <p>Upon presentation of a valid invoice and accompanying collection confirmation from the Authority's agent; the Authority agrees to pay the remaining unit costs as specified at Lines 02, 03, 04, 05, 06 & 07 of Purchase Order 001 at Annex A in increments based on the confirmed actual quantity collected by Uniserve</p>

Signed by the authorised representative of THE AUTHORITY

Name:		Signature:	
Position:	Deputy Director	Date	25th April 2020

Signed by the authorised representative of THE SUPPLIER

Name:		Signature	
Position:	CEO	Date	22.04.2020

Schedule 1

Key Provisions

Standard Key Provisions

1 Application of the Key Provisions

- 1.1 The standard Key Provisions at Clauses 1 to 2 of this Schedule 1 shall apply to this Contract.
- 1.2 The optional Key Provisions at Clauses 3 to 12 of this Schedule 1 shall only apply to this Contract where they have been checked and information completed as applicable.
- 1.3 Extra Key Provisions shall only apply to this Contract where such provisions are set out at the end of this Schedule 1.

2 Order of precedence

- 2.1 Subject always to Clause 1.10 of Schedule 3 should there be a conflict between any other parts of this Contract the order of priority for construction purposes shall be:
 - 2.1.1 Order Form
 - 2.1.2 Schedule 1: Key Provisions;
 - 2.1.3 Schedule 2: General Terms and Conditions;
 - 2.1.4 Schedule 3: Definitions and Interpretations;
 - 2.1.5 any other documentation forming part of the Contract in the date order in which such documentation was created with the more recent documentation taking precedence over older documentation to the extent only of any conflict.
- 2.2 For the avoidance of doubt, the Order Form shall include, without limitation, the Authority's requirements in the form of its specification and other statements and requirements, the Supplier's responses, proposals and/or method statements to meet those requirements, and any clarifications to the Supplier's responses, proposals and/or method statements as included In these Terms and Conditions. Should there be a conflict between these parts of the Order Form, the order of priority for construction purposes shall be (1) the Authority's requirements; (2) any clarification to the Supplier's responses, proposals and/or method statements, and (3) the Supplier's responses, proposals and/or method statements

3 Quality assurance standards (only applicable to the Contract if this box is checked and the standards are listed)

- 3.1 The quality assurance standards as set out in Annex B shall apply, as appropriate, to the manufacture, supply, and/or installation of the Goods.

4 Purchase Orders (only applicable to the Contract if this box is checked)

- 4.1 The Authority shall issue a Purchase Order to the Supplier in respect of any Goods to be supplied to the Authority under this Contract. The Supplier shall comply with the terms of such Purchase Order as a term of this Contract. For the avoidance of doubt, any actions or work undertaken by the Supplier under this Contract prior to the receipt of a Purchase Order covering the relevant Goods shall be undertaken at the Supplier's risk and expense and the Supplier shall only be entitled to invoice for Goods covered by a valid Purchase Order.

5 Time of the essence (only applicable to the Contract if this box is checked)

- 5.1 Time is of the essence as to any delivery dates under this Contract and if the Supplier fails to meet any delivery date this shall be deemed to be a breach incapable of remedy for the purposes of Clause 12.4 (i) of Schedule 2.

6 Specific time periods for inspection (only applicable to the Contract if this box is checked and Clause 6.1 of this Schedule 1 is completed)

- 6.1 The Authority shall visually inspect the Goods within 60 days of the date of delivery of the relevant Goods.

7 Specific time periods for rights and remedies under Clause 4.6 of Schedule 2 (only applicable to the Contract if this box is checked and Clause 7.1 of this Schedule 1 is completed)

- 7.1 The Authority's rights and remedies under Clause 4.6 of Schedule 2 shall cease 12 months from the date of delivery of the relevant Goods.

8 Termination for convenience (only applicable to the Contract if this box is checked and Clause 8.1 of this Schedule 1 is completed)

- 8.1 The Authority may terminate this Contract by issuing a Termination Notice to the Supplier at any time on three (3) months written notice.
- 8.2 Should the Authority terminate this Contract in accordance with Clause 8.1 of this Schedule 1, then the Authority shall pay to the Supplier the termination sum calculated in accordance with Schedule [insert schedule number.]

9 Right to terminate (only applicable to the Contract if this box is checked)

- 9.1 Either Party may terminate this Contract by issuing a Termination Notice to the other Party if such other Party commits a material breach of this Contract in circumstances where it is served with a valid Breach Notice having already been served with at least [two (2)] previous valid Breach Notices within the last twelve (12) calendar month rolling period as a result of any previous material breaches of this Contract which are capable of remedy (whether or not the Party in breach has remedied the breach in accordance with a Remedial Proposal). The twelve (12)

month rolling period is the twelve (12) months immediately preceding the date of the [third] Breach Notice.

10 Consigned Goods (only applicable to the Contract if this box is checked)

- 10.1 Provided that such Consignment Request is consistent with the forecast requirement for the Goods (as set out in the Order Form and/or as calculated in accordance with any relevant processes set out in this document and/or as otherwise agreed by the Parties in writing), the Supplier shall deliver the Consigned Goods in accordance with Clause 2 of Schedule 2 in response to a Consignment Request for their eventual purchase and use by the Authority in accordance with the terms set out in this Contract.
- 10.2 For the avoidance of doubt, Clause 4 of Schedule 2 shall apply to the inspection, rejection, return and recall of the Consigned Goods.
- 10.3 The Authority shall, or shall procure that its third party provider shall, maintain any storage facilities throughout the term of this Contract where the Consigned Goods are to be stored in such manner that such storage facilities remain suitable to store the Consigned Goods.
- 10.4 Prior to the Consigned Goods being taken into use by the Authority, the Authority shall ensure that:
 - 10.4.1 the Consigned Goods are stored at the storage facilities in such a manner as to protect them from damage or deterioration;
 - 10.4.2 the Consigned Goods in its possession remain readily identifiable as the Supplier's property;
 - 10.4.3 any identifying marks or packaging on or relating to the Consigned Goods are not removed, defaced or obscured; and
 - 10.4.4 the Consigned Goods are kept in satisfactory condition in accordance with any reasonable and necessary instructions from the Supplier from time to time.
- 10.5 The Authority shall keep accurate stock records in relation to any Consigned Goods and shall provide the Supplier with a sales report ("**Sales Report**") each [**week/month/quarter/other agreed period**] detailing current stock levels and the Consigned Goods taken into use by the Authority. For the avoidance of doubt, a sale will take place at the point any Consigned Goods are taken into use by the Authority.
- 10.6 On receipt of the Sales Report, the Supplier may invoice the Authority the Contract Price for all of the Consigned Goods taken into use by the Authority (as set out in that Sales Report).
- 10.7 Each [**week/month/quarter/other agreed period**] the Authority shall take into use and purchase at the Contract Price at least the minimum quantity of Consigned Goods specified in the Order Form for such period (if any) ("**Minimum Quantity**"). If the Supplier fails to supply the Authority with any Consigned Goods required by the Authority (including, without limitation, where the Authority obtains substitute goods from a third party as a result), the Minimum Quantity for the period in question shall be reduced by the quantity of the Consigned Goods that the Supplier fails to

supply. Except to the extent that the Authority's failure to purchase the Minimum Quantity during any given period is caused by the Supplier's default or a Force Majeure Event, if the Authority purchases less than the Minimum Quantity for a given period, the Supplier may charge the Authority for any shortfall between:

10.7.1 the Contract Price of the Minimum Quantity in the relevant period; and

10.7.2 the Contract Price for Consigned Goods purchased by the Authority in that period.

10.8 The Authority (on a first in first out basis) may return to the Supplier any Consigned Goods that it is unable to use ("**Returned Goods**") by giving written notice to that effect ("**Returns Notice**"). Upon receipt of a Returns Notice, the Supplier shall collect the Returned Goods at the Supplier's risk and expense within ten (10) Business Days of the date of the Returns Notice. If the Supplier requests and the Authority accepts that the Returned Goods should be disposed of by the Authority rather than returned to the Supplier, the Authority may invoice the Supplier for the costs associated with the disposal of the Returned Goods and the Supplier shall pay any such costs.

10.9 Risk in respect of any Returned Goods shall pass to the Supplier on the earlier of: (a) collection by the Supplier; or (b) immediately following the expiry of ten (10) Business Days from the date of the Returns Notice related to such Returned Goods. If Returned Goods are not collected within ten (10) Business Days of the date of the relevant Returns Notice, the Authority may return the Returned Goods to the Supplier at the Supplier's risk and expense and/or charge the Supplier for the cost of storage from the expiry of ten (10) Business Days from the date of the relevant Returns Notice. The Authority may invoice the Supplier for such return expenses and/or storage costs and the Supplier shall pay any such expenses or costs.

10.10 The Consigned Goods shall at all times be subject to the direction and control of the Supplier, and the Supplier may (at the Supplier's risk and expense), upon (10) Business Days written notice to the Authority, collect (on a first in first out basis) any Consigned Goods that have not been taken into use by the Authority within [**period**] of their delivery to the Authority and/or which have a remaining shelf life of less than [**period**].

10.11 The Authority acknowledges that it holds Consigned Goods in its possession as bailee for the Consignor until such time as ownership passes in accordance with Clause **Error! Reference source not found.** of **Error! Reference source not found.**

10.12 On the termination or expiry of this Contract for whatever reason, all Consigned Goods not taken into use by Authority as at the point of such termination or expiry shall be deemed Returned Goods. Such Returned Goods shall be deemed the subject of a Returns Notice that shall be deemed to have been received by the Supplier with a notice date the same as the date of the expiry or earlier termination of this Contract. Clauses 12.8 and 12.9 of this Schedule 1 shall then apply accordingly and this Clause, together with Clauses 12.8 and 12.9 **Error! Reference source not found.** of this Schedule 1, shall survive the expiry or earlier termination of this Contract for these purposes.

11 Electronic product information (only applicable to the Contract if this box is checked)

- 11.1 Where requested by the Authority, the Supplier shall provide the Authority the Product Information in such manner and upon such media as agreed between the Supplier and the Authority from time to time for the sole use by the Authority.
- 11.2 The Supplier warrants that the Product Information is complete and accurate as at the date upon which it is delivered to the Authority and that the Product Information shall not contain any data or statement which gives rise to any liability on the part of the Authority following publication of the same.
- 11.3 If the Product Information ceases to be complete and accurate, the Supplier shall promptly notify the Authority in writing of any modification or addition to or any inaccuracy or omission in the Product Information.
- 11.4 The Supplier grants the Authority a perpetual, non-exclusive, royalty free licence to use and exploit the Product Information and any Intellectual Property Rights in the Product Information for the purpose of illustrating the range of goods and services (including, without limitation, the Goods) available pursuant to the Authority's contracts from time to time.
- 11.5 Before any publication of the Product Information (electronic or otherwise) is made by the Authority, the Authority will submit a copy of the relevant sections of the Authority's product catalogue to the Supplier for approval, such approval not to be unreasonably withheld or delayed. For the avoidance of doubt the Supplier shall have no right to compel the Authority to exhibit the Product Information in any product catalogue as a result of the approval.
- 11.6 If requested in writing by the Authority, and to the extent not already agreed as part of writing, the Supplier and the Authority shall discuss and seek to agree in good faith arrangements to use any Electronic Trading System

12 Supply of PPE Goods (only applicable to the Contract if this box is checked)

Regulatory Requirements

- 12.1 The Supplier acknowledges and understands that when procuring PPE the Authority is required to ensure the PPE Goods are compliant with and meet applicable legal and regulatory requirements.
- 12.2 The Supplier shall supply the PPE Goods to Authority in accordance with the terms of this Contract and in accordance with the relevant requirements of applicable laws and regulations applicable to the supply of PPE, including, as applicable, the EU PPE Regulation 2016/425, the Personal Protective Equipment (Enforcement) Regulations 2018 and the Medical Device Regulations 2002 (together the "PPE Laws").
- 12.3 Without prejudice to the generality of clause 12.2 the Supplier shall ensure for PEE Goods supplied:
- 12.3.1 the appropriate conformity assessment procedure(s) applicable to the PPE Goods have been followed;
- 12.3.2 all declarations of conformity and approvals required by PPE Laws are in place prior to the delivery of any PPE Goods to the Authority;

12.3.3 where required by PPE Laws, there is a CE mark affixed to the PPE Goods in accordance with the PPE Laws; and

12.3.4 where, necessary current EC-type examinations certificates are in place for the PPE Goods.

12.4 If there are any PPE Goods supplied to the Authority hereunder that require a CE mark under more than one set of regulations, due to the nature of those PPE Goods, including and not limited to:

- PPE Laws;
- Control of Lead at Work Regulations 2002;
- Ionising Radiations Regulations 2017;
- Control of Asbestos Regulations 2012;
- Control of Substances Hazardous to Health Regulations 2002; and
- any other relevant regulations,

the Supplier shall ensure that the CE marking for any such PPE Goods is affixed in accordance with the relevant requirements and shall indicate that the PPE Goods also fulfils the provisions of that other regulation or regulations.

Goods bought to the market before 21 April 2019

12.5 The Supplier shall provide details, including any EC-type examination certificates and approval decisions issued under Directive 89/686/EEC and Directive 93/42/EEC (if applicable), and corresponding national implementing legislation, of any PPE Goods supplied under this Contract that have been placed on the market before 21 April 2019 and products already in the distribution chain by that date confirming that these can continue to be supplied as PPE to the Authority until 21 April 2023, unless their certificate or approval will expire before that date.

Other Specific Requirements

12.6 The Supplier shall offer to the Authority spares and consumables required for any of the PPE Goods supplied to the Authority. The Supplier agrees any charging rate for the spares and consumables shall be inclusive of all packaging and standard delivery.

PURCHASE ORDER FORM No 001

Deliverables					
Item Number	Item Specification	Delivery Schedule	Total Qty (units)	Firm Price (£) Ex VAT	
				Per Item (GBP/unit)	Total
01	Disposable Medical Face Mask - Level 1, Type II R TP00582 50% of total order value to be paid at Contract Award	Contract Award			
02	Disposable Medical Face Mask - Level 1, Type II R TP00582 (To be paid in increments based on the confirmed actual units collected by Uniserve every two days up to a maximum quantity of 800,000 units)	Final Uniserve Collection from Manufacturer by 11th May 2020			
03	Disposable Medical Face Mask - Level 1, Type II R TP00582 (To be paid in increments based on the confirmed actual units collected by Uniserve every two days up to a maximum quantity of 2,000,000 units)	Final Uniserve Collection from Manufacturer by 20th May 2020			
04	Disposable Medical Face Mask - Level 1, Type II R TP00582 (To be paid in increments based on the confirmed actual units collected by Uniserve every two days up to a maximum quantity of 3,000,000 units)	Final Uniserve Collection from Manufacturer by 31st May 2020			
05	Disposable Medical Face Mask - Level 1, Type II R TP00582	Final Uniserve Collection from			

	(To be paid in increments based on the confirmed actual units collected by Uniserve every two days up to a maximum quantity of 2,000,000 units)	Manufacturer by 9th June 2020		
06	Disposable Medical Face Mask - Level 1, Type II R TP00582 (To be paid in increments based on the confirmed actual units collected by Uniserve every two days up to a maximum quantity of 2,000,000 units)	Final Uniserve Collection from Manufacturer by 17th June 2020		
07	Disposable Medical Face Mask - Level 1, Type II R TP00582 (To be paid in increments based on the confirmed actual units collected by Uniserve every two days up to a maximum quantity of 2,200,000 units)	Final Uniserve Collection from Manufacturer by 27th June 2020		
			Total	<u>£5,640,000.00</u>

Annex B – Technical Specification – Type II R Face Masks

Qingzhou Yaowang Pharmaceutical Company Ltd
- EN 14683 Test Report

MTHC Shenzhen MTHC Product Testing Co., Ltd. Report No.: 20MTHC0324009M

Test	Test Standard	Standard	Test Date	Value
Bacterial Filtration Efficiency: BFE	EN 14683:2019+AC:2019 (Annexe B)	≥ 98%(Type IIR)	Mar. 18, 2020	99.9%min
Differential pressure	EN 14683:2019+AC:2019 (Annexe C)	<60Pa/cm²(Type IIR)	Mar. 18, 2020	37,00max
SPLASH	ISO22609:2004	≥ 16kPa(Type IIR)	Mar. 18, 2020	Compliant
Intraocular irritation test	ISO10993-10	noirritation	Mar. 19, 2020	No irritation
Cytotoxicity	ISO10993-5	No cytotoxicity	Mar. 19, 2020	No cytotoxicity
Sensitization	ISO10993-10 et-10A	Topical application: no sensitization	Mar. 19, 2020	Topical application: no sensitization
Sensitization	ISO10993-10 et-10A	Intradermal injection: no sensitization	Mar. 20, 2020	Intradermal injection: no sensitization
Microbial cleanliness CFU/g	EN ISO 11737-1:2018	≤ 30	Mar. 20, 2020	Compliant
Using time: BFE+ Differential pressure	EN 14683:2019+AC:2019 (Annexe B&C)	≥ 98%(Type IIR) <60Pa/cm²(Type IIR)	Mar. 20, 2020	8h: >99.9% 8h: <37,00Pa/cm²

Tel: (86)-0755-32838637

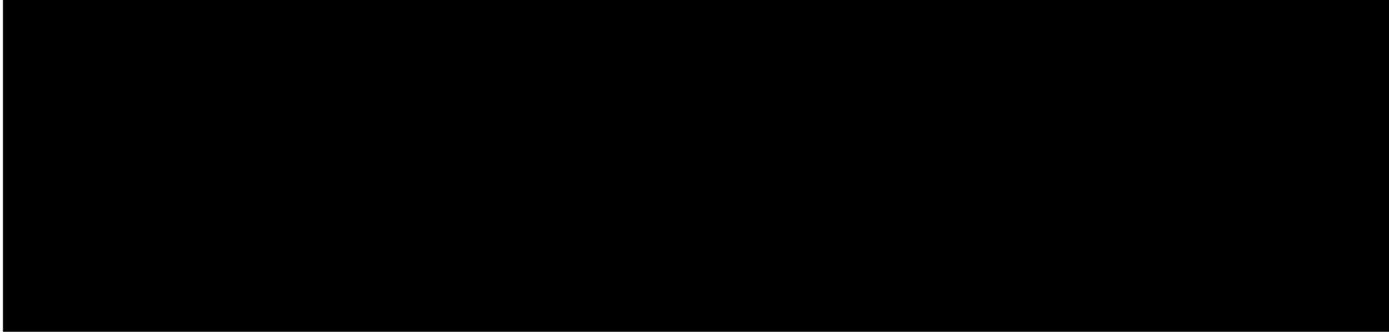
Email: mthclab@foxmail.com

EN 14683			
Clause	Requirement - Test	Result - Remark	Verdict
4	Classification		P
	Medical face masks specified in this European Standard are classified into two types (Type I and Type II) according to bacterial filtration efficiency whereby Type II is further divided according to whether or not the mask is splash resistant	Type IIR	P
5	Requirements		P
5.1	General		P
5.1.1	The medical face mask is a medical device, generally composed of a filter layer that is placed, bonded or moulded between layers of fabric.		P
5.1.2	The medical face mask shall have a means by which it can be fitted closely over the nose, mouth and chin of the wearer and which ensures that the mask fits closely at the sides.		P
5.2	Performance requirements		P
5.2.1	All tests shall be carried out on finished products or samples cut from finished products, if applicable in their sterile state.		P
5.2.2	When tested in accordance with Annex B, the bacterial filtration efficiency (BFE) of the medical face mask shall conform to the minimum value given for the relevant type in Table 1.		P
5.2.3	When tested in accordance with Annex C, the differential pressure of the medical face mask shall conform to the value given for the relevant type in Table 1.		P
5.2.4	When tested in accordance with ISO 22609 the resistance of the medical face mask to penetration of splashes of liquid shall conform to the minimum value given for Type IIR in Table 1.		P
5.2.5	When tested according to EN ISO 11737-1 the bio-burden of the medical mask shall be < 30 cfu/g tested (see Table 1).		P
5.2.6	According to the definition and classification in EN ISO 10993-1, a medical face mask is a surface device with limited contact.		P
5.2.7	Summary of performance requirements		P

Summary of testing:	
Tests performed (name of test and test clause): All clauses.	Testing location: 10 buildings 1-5 floors of Xinligang Bay Industrial Zone, Huangtian Street, Baoan District, Shenzhen
Test item particulars	
Relative Humidity	56% RH
Air Pressure	97.9 kPa
Temperature by measurement	25 °C
Information for safety use	N/A
Possible test case verdicts:	
- test case does not apply to the test object	
- test object does meet the requirement	
- test object does not meet the requirement	
Testing:	
Date of receipt of test item	Mar. 18, 2020
Date (s) of performance of tests	Mar. 18-20, 2020
General remarks:	
The test results presented in this report relate only to the object tested. This report shall not be reproduced, except in full, without the written approval of the issuing testing laboratory. *(See Enclosure #) refers to additional information appended to the report. *(See appended table) refers to a table appended to the report. Throughout this report a comma (point) is used as the decimal separator. List of test equipment must be kept on file and available for review. Manufactured under ISO9001&ENISO13485 certified quality system.	
General product information:	
The following test were carried out according to EN 14683:2019+AC:2019 and manufacturer specification requirement.	

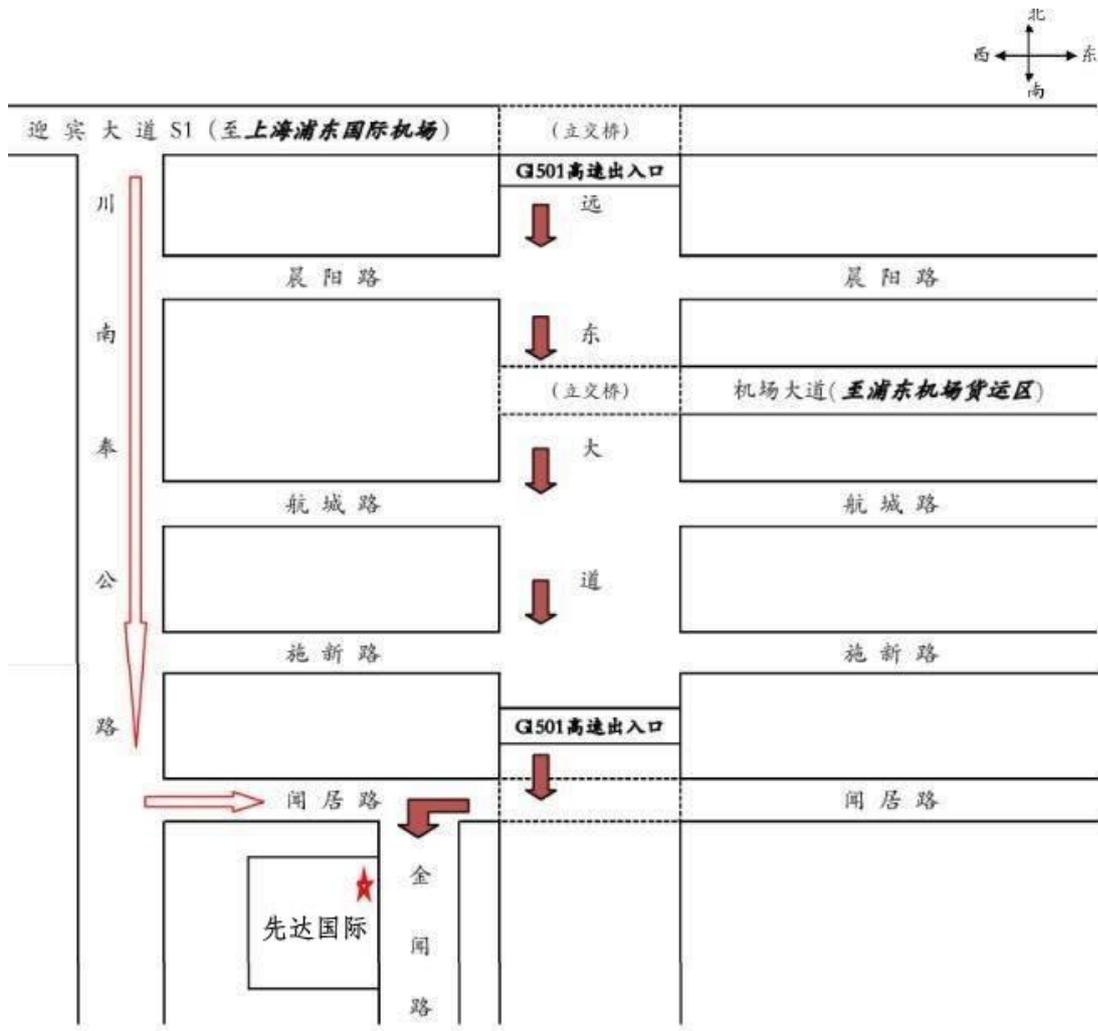
TEST REPORT EN 14683 Medical face masks - Requirements and test methods	
Report Reference No.....	20MTHC0324009M
Tested by (name + signature)	
Compiled by (name + signature)	
Approved by (name + signature).....	
Date of issue.....	Mar. 24, 2020
Total number of pages	5 Pages
Testing Laboratory	Shenzhen ITC Product Testing Co., Ltd.
Address	2nd Floor, Building A7 , Xinh Xinxing Third Industrial Area, Fuhai Road, Fuyong Street, Bao'an District, Shenzhen, China
Testing location	As above
Applicant's name	Qingzhou Yaowang Pharmaceutical Co., Ltd.
Address	No.3787, New york Road, Economy Development Zone, Qingzhou City, Shandong Province, China
Test specification:	
Standard	EN 14683:2019+AC:2019
Test procedure	Type approved
Non-standard test method.....	N/A
Test item description	Surgical mask
Trade Mark	N/A
Manufacturer	Qingzhou Yaowang Pharmaceutical Co., Ltd.
Address	No.3787, New york Road, Economy Development Zone, Qingzhou City, Shandong Province, China
Model/Type reference	TYPE IIR

On-Time Shanghai DHSC Contacts



Shanghai Warehouse Address

先达国际货运(上海)有限公司
空运普货进仓地图



仓库地址：上海浦东新区祝桥镇金闻路8号4幢仓库