

**Appendix 1****National Microbiology Framework Agreement  
Order Form****FROM**

<b>Authority:</b>	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
<b>Invoice address:</b>	Post: United Kingdom Health Security Agency, Financial Operations and Control, Porton Down, Salisbury, Wiltshire, SP4 0JG Email: payables@ukhsa.gov.uk
<b>Contract Manager:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Secondary Contact:</b> eg. business operational contact, project manager	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Procurement lead</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Name and address for notices:</b>	Name: [REDACTED] Address: 10 South Colonnade, London, E14 4PU
<b>Internal reference (if applicable):</b>	To be quoted on all correspondence relating to this Order Form: C253953

**TO**

<b>Supplier:</b>	Mast Group Limited, Mast House, Derby Road, Liverpool, L20 1EA, Registered in England no: 00632512
<b>Contract Manager:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Secondary Contact:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Account Manager:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]

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<b>Name and address for notices:</b>	Name: Mast Group Ltd Address: Mast House, Derby Rd, Bootle, L201EA
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**Applicable terms and conditions**

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

<b>Appendix A</b>	<b>Call-off Terms and Conditions for the Supply of Goods and the Provision of Services</b>	<b>Applicable to this Contract</b>
<b>Appendix B</b>	Optional Additional Call-off Terms and Conditions for Installation and Commissioning Services	<input type="checkbox"/> (only applicable if this box is checked)
<b>Appendix C</b>	Optional Additional Call-off Terms and Conditions for Maintenance Services	<input type="checkbox"/> (only applicable if this box is checked)
<b>Appendix D</b>	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))
<b>Appendix E</b>	Optional Additional Call-off Terms and Conditions for Reagent Rental	<input type="checkbox"/> (only applicable if this box is checked)
<b>Appendix F</b>	Optional Additional Call-off Terms and Conditions for Managed Equipment Services	<input type="checkbox"/> (only applicable if this box is checked)
<b>Appendix G</b>	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))
<b>Appendix H</b>	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	

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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 checked="" 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)

**1. CONTRACT DETAILS****(1.1) Commencement Date: Shall be date of last signatory.****(1.2) Services Commencement Date (if applicable): Not used.****(1.3) Contract Price ((i) breakdown and (ii) payment profile):****(1.3) Contract Price (i)**

1.3.1. The maximum value of the Goods that can be ordered under this Contract is Forty-three thousand, nine hundred and eighty-five pounds (£43,985) excluding VAT and is inclusive of freight and delivery charges to the Authority's nominated Premises and Locations stated within section 2.2 below, or such other location as the Authority informs the Supplier from time to time (the "Contract Price"). For the avoidance of doubt, the Authority is not committed to pay the Contract Price.

1.3.2 Full details of the Contract Price are contained in the Table below.

Product Code	Product Description	Unit Pack Size	Qty	Price (Excluding VAT)
HC10200X	ALLPLEX H. PYLORI & CLARIR ASSAY	100 Tests	■	■
N/A	FAST TRACK HANDLING & DELIVERY 2024	N/A	■	■

1.3.3. There is no commitment from the Authority to order specific volumes under this Contract and for the avoidance of doubt.

1.3.4 The pricing in Table 1 shall remain fixed until 31st March 2023.

**1.4. Contract Price payment profile**

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

1.4.2 The Authority will send one or more unique purchase orders ("PO") for either the Premises and Locations for their total requirements.

1.4.3 Any purchase order issued by the Authority in respect of this Contract does not form part of this Contract.

1.4.5 All invoices must be sent to [payables@ukhsa.gov.uk](mailto:payables@ukhsa.gov.uk) quoting a valid PO number.

1.4.6 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.

1.4.7 In support of a valid invoice the Supplier shall provide to the Authority a certificate of quality for the Goods together with a signed delivery note confirming receipt of the Goods by the Authority at the Authority's nominated Premises and Locations or any other agreed point(s) of delivery.

1.4.8 Any queries regarding an outstanding payment shall be directed to [payables@ukhsa.gov.uk](mailto:payables@ukhsa.gov.uk)

1.4.9 The Authority shall have the right to audit Supplier stock at any time on not less than 5 (five) Business Days' notice. The parties shall be responsible their own expenses or costs that occur as part of any of these audits.

#### **(1.4) Term of Contract:**

1.4.1. This Contract shall be deemed to have commenced on the day of the last signatory (the "**Commencement Date**") and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 31st March 2024 (the "**Term**").

**(1.5) Term extension options:** Not used.

## **2. GOODS AND/OR SERVICES REQUIREMENTS**

### **(2.1) Description of the Goods / Services:**

2.1.1 The specifications of the Goods ("**Specifications**") are as follows:

Molecular Test Kits (Seegene Inc. Allplex™ H. pylori & ClariR Assay) 100 per kit = need [REDACTED]

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

The Supplier shall provide goods to:

FAO [REDACTED]  
61 Colindale Avenue  
London  
NW9 5EQ

2.2.1 The supplier shall deliver the goods to the Premises and Location(s) detailed at 2.2 and such other locations as the Authority specifies from time to time.

2.2.2 The Supplier shall ensure that all products are labelled with product description, part number, volume, batch number, storage requirements and barcode.

2.2.3 All planned deliveries 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.

2.2.4 Primary delivery contact: [REDACTED]

2.2.5 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;
- Item / pallet / carton reference for multi-pallet / carton shipments; and
- Any special instructions originally entered for Authority's Order (e.g. project).

2.2.6 The Delivery Contact will confirm:

- Booking reference number;
- Delivery address.

2.2.7 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 signed the delivery note.

- The Supplier shall ensure that all Goods are packaged suitably so as not to cause loss or damage during shipment to a Delivery Location;
- In the event that the Supplier is unable to deliver the agreed order in full, the Supplier shall inform the Authority of the actual number of Assays and/or Consumables to be shipped prior to shipment, explaining the reasons for non-compliance with the agreed order and inform the Authority of when such missing Goods will be delivered.
- The Supplier shall, using its best endeavours, deliver such missing Goods at the earliest possible time;
- The Supplier shall ensure that all Goods are labelled with the product description, part number, volume, batch number, storage requirements and barcode.
- The Supplier shall inform the Authority of any requests, made directly to the Supplier, by the Delivery Locations, to vary the delivery and the Authority will approve or reject such requests.
- The Parties reserve the right to modify the above process, by written agreement of both Parties, as necessary during the Term of this Contract

2.2.8 The Supplier shall carry out deliveries within the ordinary working hours at the delivery location on the date specified.

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

Not used.

**(2.4) Performance standards:**

Not used.

**(2.5) Quality standards:**

2.5.1. The Supplier shall ensure that the Goods are shipped within an expiry date of 22<sup>nd</sup> August 2024, to allow the laboratories sufficient time to use the goods.

2.5.2 The Supplier warrants the Goods shall be fit for purpose and shall conform to the Specification for not less than 0 months commencing from the date of delivery in accordance with Clause 10 of the Call-Off Terms and Conditions.

2.5.3 In the event that Goods are deemed to be Defective Goods by the Authority, the Authority, at its sole discretion, shall provide a written notice to the Supplier in accordance with Schedule 2, clause 3.6 of the Call-Off Terms and Conditions.

**2.5.5. Return Conditions**



For Goods that do not meet the quality and performance standards The Return Conditions will be as follows:

2.5.5.1 The Supplier is responsible for collecting the Goods.

2.5.5.2 The Supplier is responsible for the costs of returning/collecting the Goods.

2.3.5.3 Return Conditions shall be in accordance with Schedule 2 - clause 3 (Inspection, rejection, return and recall of the Goods) of the Call Off Terms and Condition

**(2.6) Contract monitoring arrangements:**

Not used.

**(2.7) Management information and meetings:** Not used.

**3. CONFIDENTIAL INFORMATION (if applicable)**

**(3.1) The following information shall be deemed Confidential Information:**

**(3.2) Duration that the information shall be deemed Confidential Information:**

**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:**

Not used.

For and on behalf of the Authority

For and on behalf of the Supplier

Project

Date Signed: 13/3/2024

Date Signed: 13/03/24



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**Annex A**

**Order Specific Key Provisions**

**N/A**