**SCHEDULE 7B**

**Order Form for Desktop Hardware & Catalogue Services 2020** **Mini Competition**

**Call-Off Contract (“Contract”) under the HealthTrust Europe LLP Framework Agreement for the provision of Enterprise Level Information Communication Technology (ICT) Solutions for hardware, software, programs, applications, security, computer science, managed services, consultancy, support and associated services – 2019 (reference number: SF050716) dated 27th September 2019.**

|  |  |
| --- | --- |
| **The Authority** | **The Secretary of State for The Department of Work & Pensions, Caxton House, Tothill Street, London, SW1H 9NA** |
| **The Supplier** | **Computacenter (UK) Hatfield Business Park, Hatfield Avenue, Hatfield, AL10 9TW** |
| **HealthTrust Europe Contract Reference** | ***HTE-005704*** |

The Supplier and the Authority hereby agree as follows:

1. Following the completion of a mini-competition exercise (“**Mini-Competition**”), the Authority wishes to enter into a Contract in respect of the Goods and Services pursuant to the Framework Agreement.
2. The Contract incorporates, and the Supplier agrees to abide by, the following documents:
3. the Mini-Competition Specification of the Authority’s requirements as appended at Appendix 1 overleaf;
4. the Mini-Competition Response Document submitted by the Supplier, including the Contract Price, as appended at Appendix 2 overleaf; and
5. the Call-Off Terms and Conditions set out at Appendix A, as applicable, to the Framework Agreement (including the front page and all Schedules thereto).
6. Where the Call-Off Terms and Conditions set out at Schedule 1 of Appendix A to the Framework Agreement apply, the Authority acknowledges and agrees to the HealthTrust Europe Key Provisions, in particular as stated below for the avoidance of doubt:
7. In the event that the Authority terminates its agreement with HealthTrust Europe for convenience or otherwise, and such termination takes effect before the end of the Initial Term (as defined in the UHCW Framework) or in the event that the Authority’s agreement with HealthTrust Europe (made pursuant to the provisions of the UHCW Framework) expires without being renewed on or after such Initial Term, HealthTrust Europe shall notify the Supplier of such termination or expiry in accordance with the provisions of Clause 16 of Schedule 1 of the Framework Agreement (“**Beneficiary Withdrawal Notice**”). Upon receipt of such Beneficiary Withdrawal Notice by the Supplier, the Supplier shall cease to apply for the benefit of the Authority, the Contract Price or any special discounts in relation to such supply which applied solely by reason of the operation of the UHCW Framework and its associated services and/or framework agreements or any contract made between the Authority made pursuant thereto and further the Authority shall no longer be permitted to place Orders or benefit from the Contract Price, save with the prior written consent of HealthTrust Europe.
8. The Authority acknowledges and agrees that the Supplier is subject to an activity based income (ABI) management charge in relation to any Orders placed by the Authority under the Framework Agreement.
9. The Authority and the Supplier agree that (in addition to the Authority’s right to enforce the Contract) HealthTrust Europe may enforce any term of the Contract as principal in respect of ABI and Management Information and as agent on behalf of the Authority in respect of all other terms.
10. The Commencement Date of the Contract shall be the date of last signature.
11. The Term of this Contract shall be one (1) year from the Commencement Date. The Authority may extend the term of this Contract by 12 months by providing prior written notice to the Supplier.
12. The maximum total contract value will be £35,000,000 inclusive of VAT.
13. Data Protection

7.1 The Parties acknowledge that the Authority is the Data Controller (as defined by the Data Protection Legislation) and the Supplier is the Data Processor (as defined by the Data Protection Legislation) in respect of any Personal Data Processed under this Contract.

7.2 The only Processing that the Supplier is authorised to do is listed in Table A of the Data Protection Protocol by the Authority and may not be determined by the Supplier.

1. Any delivery dates under this Contract shall be as per the Supplier’s quotation however the Supplier will endeavour to meet the Authorities required delivery dates. Delivery shall mean the delivery of the Goods into Hatfield, or where the item is a Catalogue item, then delivery shall be to any UK location as specified by the Authority and subject to a per item delivery charge. The Buy and Store Terms set out at Appendix 12 shall apply to this Contract.
2. The Supplier shall grant the Authority access to the Supplier site on reasonable prior written notice for the purposes of Audit & compliance.
3. The payment profile for this Contract shall be within 30 days of receipt of an accepted invoice for the performance of the contract
4. The Authority may terminate this Contract forthwith by notice in writing to the Supplier at any time on one (1) months written notice.

The Services shall be provided and Goods delivered by the Supplier at the Premises and Locations set out in the Mini-Competition Specification.

1. Change Control
2. Any changes to this Contract, including to the Services and Goods, may only be agreed in accordance with the Change Control Process set out in Appendix 3 overleaf.
3. Liability. The total liability of the Supplier for any particular Order (other than those which cannot be limited by law) shall not exceed 120% of the relevant specific Order value.
4. The terms of Appendix 9 shall apply to the provision of any Software, maintenance services and the supply of Goods.
5. The Contract Managers at the commencement of this Contract are:

for the Authority: [REDACTED]

for the Supplier: [REDACTED]

1. Notices served under this Contract are to be delivered to:
   1. for the Authority: [REDACTED]
   2. for the Supplier: [REDACTED]
2. In this Contract, unless the context otherwise requires, all capitalised words and expressions shall have the meanings ascribed to them by the Framework Agreement and/or Call-Off Terms and Conditions.
3. The following Appendices are incorporated within this Contract:

|  |  |
| --- | --- |
| **Appendix 1** | Mini-Competition Specification |
| **Appendix 2** | Mini-Competition Response Document |
| **Appendix 3** | Change Control Process |
| **Appendix 4** | Operations Manual |
| **Appendix 5** | Locations subject to lease and/or license |
| **Appendix 6** | Step In Rights |
| **Appendix 7** | Termination |
| **Appendix 8** | TUPE Transfer |
| **Appendix 9** | Software and End User License Agreement (EULA) |
| **Appendix 10** | Key Performance Indicators |
| **Appendix 11** | Subcontractors |

**Signed by the authorised representative of THE AUTHORITY**

|  |  |  |  |
| --- | --- | --- | --- |
| Name: | [REDACTED] | Signature: |  |
| Position: |  |  |  |

**Signed by the authorised representative of THE SUPPLIER**

|  |  |  |  |
| --- | --- | --- | --- |
| Name: |  | Signature | ……………………………………. |
| Position: | …………………………………. |  |  |

**Appendix 1**

**Mini Competition Specification**

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**Appendix 2**

**Mini Competition Response Document**

The Supplier will utilise the Customer’s TechNow Service Management tooling in the delivery of Request Management. In the first instance The Authority will provide Computacenter the ability to bulk download requests from TechNow, this bulk download will be in the format of a CSV file. Computacenter shall perform the bulk download daily from TechNow. Computacenter’s customer support team will convert the bulk download of requests into orders through our order processing toolset and in turn delivered to the DWP end users in the agreed delivery timeframe. Computacenter will utilise TechNow to complete a daily bulk upload to confirm completed deliveries. Both parties will agree to review the wider usage of TechNow during the transition period & agree through the Operations manual

At the point of Contract Signature, the available options to manage this are by:

* Web access
  + As guided by the TechNow Code of Connectivity
* Provision and use of Customer Devices for nominated Supplier staff

**Appendix 3**

**Change Control Process**

The Contract can be varied only by a change control note which explicitly states it is intended to vary this Contract, and which is signed by an authorised representative of each Party. Each Party may from time to time notify the other in writing as to who is the point of receipt of that notification and an authorised representative for that Party.

**Appendix 4**

**Operations Manual**

Within six weeks of Contract signature the Supplier will document and the Authority will review and agree the Operations Manual including but not exclusively, the following processes:

* Account Management
* Asset reporting
* Invoice Management
* Standard Request Management, including
  + Management of requests to DWP user homes
  + Assistive Technology Requests
* Non-Standard Request Management
* Catalogue Management
* Access & Use of TechNow

**TechNow utilisation**

[REDACTED]

**Appendix 5**

**Lease and/or Licence to access Premises and Locations**

Lease and/or License to access Premises and Locations is Not used in this Contract

**Appendix 6**

**Step In Rights**

Step in rights are not used in this Contract

**Appendix 7**

**Termination Sum**

No termination Sum shall apply in this Proof of Concept or Contract other than the obligation to exchange any reasonable consideration related to delivered services completed in accordance with the price tariffs displayed above at Appendix 2.

Appendix 8

**Staff Transfer**

Appendix 8 in respect of Staff Transfer shall not apply to any part of this Contract.

**Appendix 9**

**Software and EULA**

Third party software (if any) shall be licensed subject to the third party licensor’s standard license terms which shall govern the supply, the Customer’s use of and obligations relating to the software in their entirety and which shall prevail in the event of any conflict with the terms and conditions of this Call-Off Contract save for the Payment Schedule.

Third party services (if any) shall be supplied subject to the applicable third party’s standard service terms.

The warranty for Goods shall be as per the applicable third party manufacturer’s standard warranty.

**Appendix 10**

**Key Performance Indicators and SLAs**

1. The KPIs and SLAs which the Parties have agreed shall be used to measure the performance of the Services by the Supplier are contained in the below table.
2. The Supplier is required to manage and provide the Services in such a way as to meet the KPIs and SLAs.
3. The Supplier shall monitor its performance against each Target KPI and SLA and shall send the Authority a monthly report detailing the achievement in a form and format to be mutually agreed.
4. Asset reporting service level will include the necessary asset reports as agreed through the operations manual.
5. KPIs and SLAs relating to this Contract are as follows: -

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Ref** | **Service Level** | **Description** | **Target** | **Measurement** | **Event Grading** |
| 1 | **Asset reporting** | Upon receipt of order supplier to provide asset report to the Customer’s Asset Management team. | Within 5 Business Days | KPI | Green > 98%  Amber < 98%  Red <97%  Black < 95% |
| 3 | **Standard Catalogue Requests** | Delivery of requested items (up to 30) to any UK location | Delivered within 5 Business Days | SLA | Green > 98%  Amber < 98%  Red <97%  Black < 95% |
| 4 | **Accessibility Service users catalogue requests** | Delivery of requested items (up to 30) to any UK location | Dispatched within 2 Business Days | SLA | Green > 98%  Amber < 98%  Red <97%  Black < 95% |
| 5 | **NSR reporting** | Provision of NSR reporting with recommendations | Within 5 Business Days of the end of the monthly finance period | KPI | Green > 98%  Amber < 98%  Red <97%  Black < 95% |
| 6 | **Invoicing accuracy** | Provision of accurate invoices | 98% accurate | KPI | Green > 98%  Amber < 98%  Red <97%  Black < 95% |
| 7 | **Invoice queries** | Respond to Customer invoice queries | Within 3 Business Days | KPI | Green > 98%  Amber < 98%  Red <97%  Black < 95% |

1. **Monitoring Performance**
   1. Performance by the Supplier against each KPI & SLA shall be graded as follows:

|  |  |
| --- | --- |
| **Green Event** | Meets the KPI & SLA |
| **Amber Event** | Some failure to meet the KPI & SLA which requires closer monitoring and plans for corrective action. |
| **Red Event** | Material failure to meet the KPI & SLA |
| **Black Event** | Significant failure to meet the KPI & SLA |

* 1. The Supplier shall provide the Authority with a monthly performance report detailing its performance in respect of each of the Service Levels & Key Performance Indicators.
  2. The Contract Managers shall have regular meetings to monitor and review the performance of this agreement, the achievement of the KPIs and SLAs and the provision of the Services. Such meetings shall be minuted by the Supplier’s Contract Manager and copies of those minutes shall be circulated to and approved by both parties.
  3. Prior to each meeting, the Contract Managers shall notify each other of any problems relating to the provision of the Services for discussion at the meeting. At the meeting, the parties shall agree a plan to address such problems. Progress in implementing the plan shall be included in the agenda for the next meeting.
  4. The Authority and the Supplier shall review the KPIs every one(3) months throughout the Contract Period and make any changes in accordance with the Change Control Process to reflect changes in the requirements for the Services.

1. **Service Level Failure** 
   1. A Service Level Failure shall occur where, in any one-month period:

|  |  |
| --- | --- |
| **Red Event** | Registered against two SLAs |
| **Black Event** | Registered against one SLA |

**Service Credits**

* 1. If there is a Service Level Failure, the Supplier shall:
     1. notify the Authority immediately of the Service Level Failure;
     2. otherwise than in the occurrence of a Relief Event, automatically credit the Authority with the applicable service credits as described below (“**Service Credits**”);
     3. provide the Authority with a draft remediation plan which sets out the steps to be taken by the Supplier in order to remedy the Service Level Failure and prevent recurrence (“**Remediation Plan**”);
     4. deploy all additional resources and take all remedial action that is necessary to rectify or to prevent the Service Level Failure from recurring; and
     5. carry out the actions identified in Remediation Plan in accordance with its terms.
  2. Other than in the following circumstances:
     1. Any negligent act or omission of the Authority;
     2. Any breach of an express provision of this Contract by the Authority;
     3. Any Force Majeure Event;

If there is a Service Level Failure, the Authority shall be entitled to a Service Credit equal to 2% of the Supplier revenue for the catalogue service in that Month period.

* 1. Service Credits shall either be shown as a deduction from the amount due from the Authority to the Supplier in the next invoice then due to be issued under this Contract, or the Supplier shall issue a credit note against a previous invoice and the amount for the Service Credits shall be repayable by the Supplier as a debt within thirty (30) Business Days of issue of the credit note. The parties agree that any such Service Credits have been calculated as, and are, a genuine pre-estimate of the loss likely to be suffered by the Authority.

The aggregate Service Credits for any month shall be capped at two (2) Service Credits or 4% of the Supplier revenue for the catalogue service for that month

Relief Event means any of the following

(i) any breach of any express provision of this Contract by the Authority including without limitation an obligation to comply with the Authority’s obligations which is a direct cause of the Service Level Failure;

(ii) any negligent act or omission of the Authority which is a direct cause of the Service Level Failure;

(iii) if the SLA % achievement is based on less than 50 measurable incidents;

(iv) if the Operations Manual has not been agreed and signed off by both parties; and

(v) the relevant stock is not available via distribution or manufacturer in the UK;

(vi) the initial backlog of Authority requests has been resolved and the service is delivering anticipated BAU volumes of between 140-200 request per working day. Both parties will endeavour to clear the backlog of pending customer requests within 8 weeks.

(vii) any Force Majeure Event.

**Appendix 11**

**Subcontractors**

Appendix 11 in respect of Subcontractors shall not apply to any part to any part of this Contract.

**Appendix 12**

**Buy & Store Terms**

The parties shall agree the detailed Buy & Store terms applicable to this Contract by Contract variation as soon as possible after signing. The parties agree that the terms shall reflect the terms and processes agreed in “RFP1”, including (but without limitation) that risk shall pass to the Authority on delivery to the Customer nominated site, and that Customer nominated site may be the Supplier’s Hatfield site or another UK location. The Supplier shall insure any Goods stored at Hatfield for the Authority.