**Framework Schedule 6b Order Form Template Operating Lease Only**

**(*Leasing and/or Service Requirements under Lots 1 and 2*)**

**Order Form**

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| --- | --- |
| CALL-OFF REFERENCE: | SR939755121 Industrial Photocopiers |
| THE BUYER: | The Commissioners for Her Majesty’s Revenue and Customs |
| BUYER ADDRESS | 100 Parliament Street  Westminster  London SW1A 2BQ |
| THE SUPPLIER: | Canon (UK) Limited |
| SUPPLIER ADDRESS: | 5 The Square, Stockley Park, Uxbridge UB11 1ET |
| REGISTRATION NUMBER: | 1264300 |
| DUNS NUMBER: | 217343912 |
| SID4GOV ID: | **N/A** |

**APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated 01/09/2022

It’s issued under the Framework Contract with the reference number RM6174 for the provision of Multifunctional Devices (MFDs), Print and Digital Workflow Software Services and Managed Print Service Provision.

CALL-OFF LOT(S):

|  |  |  |
| --- | --- | --- |
| ***Lot Number*** | ***Lot Name*** | ***Relevant (Yes/No)*** |
| *1* | *Multifunctional Print Devices (MFDs) and Basic Print Management Software* |  |
| *2* | *Multifunctional Print Devices (MFDs), Print Management and/or Digital Workflow Software and Associated Services* | *Yes* |

**CALL-OFF INCORPORATED TERMS**

The following documents are incorporated into this Call-Off Contract.

Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) **RM6174**
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility)
7. Call-Off Schedule 4 (Call-Off Tender) - Not required, this is a Direct Award

**Buyers please note:** No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

* Joint Schedules for **RM6174**

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| Joint Schedule 1 | (Definitions) | **Buyer guidance:** This Schedule details all the defined terms stated within the Specification of Requirements for Lots 1, 2, 3 and 4. Shall be used if required.  <https://assets.crowncommercial.gov.uk/wp-content/uploads/Joint-Schedule-1-Definitions-v3.9-1.docx> |
| Joint  Schedule  2 | (Variation Form) | **Buyer guidance:** This Schedule is to be used when either the Buyer and/or Supplier wants to change/update the deliverables of the original Call-Off Contract in accordance with Clause 24 (Changing the Contract) of the Core Terms  <https://assets.crowncommercial.gov.uk/wp-content/uploads/Joint-Schedule-2-Variation-Form-v.3.1-1.docx> |
| Joint  Schedule  3 | (Insurance Requirements) | **Buyer guidance:** This Schedule definesthe standard insurance cover required by Suppliers at Framework level. If Buyers require Suppliers to obtain additional Insurance, this should be detailed in the ‘Additional Insurance’ section found further on in this form.  <https://assets.crowncommercial.gov.uk/wp-content/uploads/Joint-Schedule-3-Insurance-Requirements-V3.1-1.docx> |
| Joint Schedule  4 | (Commercially Sensitive Information) | |  |  |  |  | | --- | --- | --- | --- | | 1.  2. | From acceptance of Terms and Conditions  From acceptance of Terms and Conditions | The commercial pricing response contained in Call Off Schedule 5 – Pricing Details -containing our charges, payment and invoicing details  Call Off Schedule 20 (Call-Off Specification) | Up to the Agreement expiry date  Up to the Agreement expiry date | |
| Joint Schedule 10 | (Rectification Plan) | **Buyer guidance:** This schedule is used when a supplier breaches any of their obligations and sets out the steps to be taken by Suppliers to rectify the Defaults. *The definition of Default can be found in Joint Schedule 1 – Definitions*  <https://assets.crowncommercial.gov.uk/wp-content/uploads/Joint-Schedule-10-Rectification-Plan-v.3.0-1.docx> |
| Joint Schedule 11 | (Processing Data) | **Buyer guidance:** Annex 1 of Schedule 11 is to be completed by Buyer’s when Personal Data is processed by Supplier’s. Annex 2 of this Schedule should be considered when both parties agree to Joint Controller Status  <https://assets.crowncommercial.gov.uk/wp-content/uploads/Joint-Schedule-11-Processing-Data-v4.3-1.docx> |

* Call-Off Schedules for **RM6174**

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| --- | --- | --- |
| Call-Off Schedule 1 | (Transparency Reports) | **Buyer guidance:** This Schedule is to be populated by Buyer’s and sets out the reporting requirements which the Supplier will comply with throughout the duration of the Call-Off Contract  <https://assets.crowncommercial.gov.uk/wp-content/uploads/Call-Off-Schedule-1-Transparency-Reports-v3.0-1.docx> |
| Call-Off Schedule 2 | (Staff Transfer) | **Buyer guidance:** This schedule sets out the provisions of Staff transfer.  Buyers will need to seek their own legal advice prior to completing Call-Off Schedule 2.  <https://assets.crowncommercial.gov.uk/wp-content/uploads/Call-Off-Schedule-2-Staff-Transfer-v3.3-1.docx> |
| Call-Off Schedule 5 | (Pricing Details) | **Buyer guidance:** This schedule is to be populated by Buyers with the applicable Call-Off Contract Charges.  See Appendix 1 – Call Off Schedule 5 |
| Call-Off Schedule 6 | (ICT Services) Section | **Buyer guidance:** This Schedule sets out the requirement to which theSupplier are to comply with the Buyer’s *ICT Policy (ensure it is handed over to the Supplier before the Commencement Date)*  **and / or**  The Buyer requires the supplier is tocreate and maintain a rolling schedule of planned maintenance to the ICT Environment.  <https://assets.crowncommercial.gov.uk/wp-content/uploads/Call-Off-Schedule-6-ICT-Services-v3.4-1.docx> |
| Call-Off Schedule 9 | (Security) | **Buyer guidance:** Buyer’s need to consider and select either the short form (Part A of Schedule 9 (Security) or long form terms (Part B of Schedule 9).  Buyers can also choose to insert their Security Management Plan into Annex 2 of Call-Off Schedule 9 or provide details of where the Security Management Plan can be found.  <https://assets.crowncommercial.gov.uk/wp-content/uploads/Call-Off-Schedule-9-Security-v3.4-1.docx> |
| Call-Off Schedule 10 | (Exit Management) | **Buyers Guidance:** (Exit Management). Call Off Schedule 10 is likely to be relevant in the context of procuring Services or Goods and Services rather than Goods only. Supports Buyers and Suppliers in devising and agreeing an exit strategy and Contract end.  [*https://assets.crowncommercial.gov.uk/wp-content/uploads/Call-Off-Schedule-10-Exit-Management-v3.2-1.docx*](https://assets.crowncommercial.gov.uk/wp-content/uploads/Call-Off-Schedule-10-Exit-Management-v3.2-1.docx) |
| Call-Off Schedule 11 | (Installation Works) | **Buyer Guidance Note:** This schedule defines the Installation Works (for definition of Installation Works see Joint Schedule 1 – Definitions) needed by Buyer’s during the Call-Off Contract term  <https://assets.crowncommercial.gov.uk/wp-content/uploads/Call-Off-Schedule-11-Installation-Works-v3.0-1.docx> |
| Call-Off Schedule 20 | (Call-Off Specification) | **Buyer Guidance Note:** This schedule is to be populated by Buyers with the Deliverables applicable to this Call-Off Contract Charges.  See Appendix 2 – Call Off Schedule 20 |
| Call-Off Schedule 24 | (Operating Lease) | **Buyer Guidance Note:** This schedule should be incorporated when an Operating Lease is required.  Note from Canon: This can be requested from CCS directly, if required. |

**CALL-OFF SPECIAL TERMS**

The following Special Terms are incorporated into this Call-Off Contract:

* None

**SECTION B**

**1. Call-Off Contract Period**

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| CALL-OFF START DATE:  (The initial contract period excluding extension options) | September 2022, for an initial term of Three Years |
| CALL-OFF EXTENSION PERIOD OPTIONS:  (State the options to extend) | *2 year* ***option*** *to extend, which takes this up to 5 year contract term e.g. 3+ 1 + 1* |
| CALL-OFF EXPIRY DATE: | August 2027 |
| MINIMUM WRITTEN NOTICE TO SUPPLIER  IN RESPECT OF EXTENSION: | 3 Months |

**2. Contract Performance**

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| STANDARDS AND QUALITY  Cyber Essentials Basic, ISO 27001, ISO 9001, BS 7858 (Code of Practice), ISO29412 (Statement of Applicability) and ISO15408  **AND**  **30** working days within which Quality Plans must be developed by the Supplier |

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| SERVICE CREDITS  Not applicable |

**3. Liability and Insurance**

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| MAXIMUM LIABILITY  The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.  The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£100,000** |

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| ADDITIONAL INSURANCES  Not applicable |

**4. Buyer Information**

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| BUYER’S INVOICE ADDRESS  **HMRC Financial Shared Services**  **Accounts Payable**  B Spur, South Block  Barrington Road  Worthing West  BN12 4XH  [**payments.team@hmrc.gov.uk**](mailto:payments.team@hmrc.gov.uk) |

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| BUYER’S AUTHORISED REPRESENTATIVE  **Michelle Walker**  **Senior Commercial Manager**  michelle.walker@hmrc.gov.uk  **Commercial Directorate, 1st Floor Trinity Bridge House, 2 Dearmans Place, Salford, M5 5BS** |

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| PAYMENT METHOD  Invoice |

**5. Supplier Information**

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| SUPPLIER’S AUTHORISED REPRESENTATIVE  Rob Wilson  Head of Commercial Operations  [robert.wilson@cuk.canon.co.uk](mailto:robert.wilson@cuk.canon.co.uk)  5 The Square, Stockley Park, Uxbridge UB11 1ET |

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| SUPPLIER’S CONTRACT MANAGER  Rob Fisher  Account Director  Robert.fisher@cuk.canon.co.uk  5 The Square, Stockley Park, Uxbridge UB11 1ET |

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| SUPPLIER REQUIREMENTS  **Supplier's inspection of Sites, Customer Property and Customer Assets:**  Acceptance will be deemed to have been given on completion of delivery, installation and green button tests having been completed. |

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| FAILURE OF SUPPLIER EQUIPMENT  **Not applied** |

**6. Other Call-Off Requirements**

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| TERMINATION WITHOUT CAUSE NOTICE PERIOD  as per Clause 10.2.2 of the Core Terms |

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| UNDISPUTED SUMS LIMIT  as per Clause 10.5 of the Core Terms |

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| TRAINING  Not applicable |

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| SOCIAL VALUE COMMITMENT  Not applicable |

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| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: |  | Signature: | Michelle Walker |
| Name: |  | Name: | Michelle Walker |
| Role: |  | Role: | Senior Commercial Manager |
| Date: |  | Date: | 07/09/22 |

**Appendix 1 – Call Off Schedule 5**

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| PLEASE RETAIN A COPY OF THIS SCHEDULE AS THIS FORMS PART OF YOUR CALL-OFF CONTRACT |

**Call-Off Schedule 5 (Pricing Details)**

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| **The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:**   * **Specific Change in Law** |

**Charges as agreed in individual operating leases.**

**Appendix 2 – Call Off Schedule 20**

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| **PLEASE RETAIN A COPY OF THIS SCHEDULE AS THIS FORMS PART OF YOUR CALL-OFF CONTRACT** |

**Call-Off Schedule 20 (Call-Off Specification)**

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract, as outlined in Framework Schedule 1 (Annex B Lot 2 Specification)

The below specification is a broad overview and is not exhaustive. Products and/or services may be ordered under the provisions of this Call Off at any stage of the agreement term.

Products and/or Services may be ordered on a separate agreement in line with the terms of this framework, as and when required, with no minimum order value.

The customer is under no obligation to order any product or service and no orders will be processed unless approved by the customer.

Approval will be deemed granted on the provision of an acceptable Purchase Order, by the customer, referencing this Call Off reference number.

**Lot 2: Multifunctional Print Devices (MFDs) Print Management and / or digital Workflow**

An extensive catalogue of MFDs ranging from entry level, standalone to fully networked, including:

* hardware print devices (including remanufactured)
* consumables
* print room equipment
* software options
* maintenance and support services
* cloud hosting and digital workflow solutions

You can buy all the above services either as a combined service or independently. Our suppliers can also provide you with interim technical resources such as:

* project managers
* service need analyst or fleet
* security, service or technical architects to help with the development and / or implementing your service design needs

Some of the ways you can use lot 2 includes:

* accessing hardware (devices), software, consumables, service and maintenance
* having the option to outright buy and / or lease
* designing and implementing digital workflow and / or cloud based hosting solutions specific to your organisations needs
* managing your existing fleet, supported by service maintenance and potentially software upgrades if needed