

Crown Commercial Service

Purchase Order Form and Agreement Terms for the Provision of Goods and/or Services relating to Multifunctional Devices and Services, Managed Print Services and Print Audit Services.

FRAMEWORK SCHEDULE 4

PURCHASE ORDER FORM AND AGREEMENT TERMS

PART 1 –CALL OFF ORDER FORM RM3781

SECTION A

This Purchase Order Form is issued in accordance with the provisions of the Crown Commercial Services Framework Agreement for the Provision of Good and/or Services relating to Multifunctional Devices and Services, Managed Print Services and Print Audit Services dated 29th November 2016.

The Supplier agrees to supply the Goods and/or Services specified below to the Customer subject to the terms of this Purchase Order Form and Agreement Terms.

For the avoidance of doubt, this Purchase Agreement Terms consists of the terms set out in this Purchase Order Form and the Agreement Terms.

Order Number	TBA
From	Ministry of Housing Communities & Local Government (MHCLG) ("CUSTOMER")
URN Number	REDACTED
To	Konica Minolta Business Solutions (UK) Limited ("SUPPLIER")

SECTION B

1. AGREEMENT PERIOD

1.1.	Commencement Date: 26 th March 2019
1.2.	Expiry Date: End date of Service Agreement Initial Period 25 th March 2022, with the option to extend for a further 2 years in 1 year increments End date of Service Agreement Extension Period N/A Minimum written notice to Supplier in respect of extension: ninety (90) Working Days

2. GOODS AND/OR SERVICES

2.1	Goods and/or Services required: <u>Equipment</u> Installation of printers, as detailed in Schedule A and provision of a printing service. <u>Delivery addresses as per Appendix F of the ITT</u>
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<p>Goods to be securely stored by Konica until delivery dates and addresses agreed with MHCLG. This will be dependent on MHCLG sign off following successful testing and piloting of the solution. upon satisfactory testing of the solution.</p> <p>Goods to be provided are listed in Schedule A.</p> <p>Details of any existing agreement(s) being settled / removed as part of this Order:</p> <p>Disposal of existing kit listed in Appendix G of the ITT as specified by MHCLG. The schedule for this is to be agreed.</p>
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3. IMPLEMENTATION PLAN

3.1. Implementation Plan:	To be agreed with MHCLG.
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4. CONTRACT PERFORMANCE

4.1. Standards and Quality:	As set out in Clause 11 of this Agreement.
4.2 Service Levels/Service Credits:	As set out in Schedule 6 of this Agreement and as stated in Appendix B of the SoR Service Credit Cap (Agreement Schedule 1 (Definitions)): As set out in Schedule 6 of this Agreement N/A Customer periodic reviews of Service Levels (Clause 13.7.1 of the Agreement Terms): N/A
4.3 Critical Service Level Failure:	N/A
4.4 Performance Monitoring:	In Part B of this Agreement, Schedule 6 (Service Levels, Service Credits and Performance Monitoring) and as stated in Appendix B of the SoR
4.5 Period for providing Rectification Plan:	In Clause 38.2.1(a) of this Agreement
4.6 Supplier Software, Customer Software and Third Party Software	As detailed in section 2.1 above and Konica tender response.

5. PERSONNEL

5.1 Key Personnel:	REDACTED MHCLG, REDACTED, Konica Minolta
5.2 Relevant Convictions (Clause 27.2 of this Agreement):	None

6. PAYMENT

<p>6.1</p>	<p>Purchase Agreement Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Agreement Schedule 3 (Contract Charges, Payment and Invoicing) Hardware Purchase Price including storage and delivery: £284,073.99 Transition costs: £28,120.00 Service & Maintenance Charges: Print costs: £17,595 per quarter (volumes as below) Support Costs: £20,835.20 per annum (assuming 2500 users/70 devices and 20 sites) Mono: £0.00170 Colour: £0.01700 Quarterly in Arrears Unless otherwise stated, all prices are exclusive of VAT</p>
<p>6.2</p>	<p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of this Agreement, Schedule 3 (Contract Charges, Payment and Invoicing) BACS. Invoices to be submitted electronically to REDACTED</p>
<p>6.3</p>	<p>Reimbursable Expenses: Not permitted</p>
<p>6.4</p>	<p>Customer billing address (paragraph 7.6 of Agreement, Schedule 3 (Contract Charges, Payment and Invoicing)): MHCLG, FSSD, High Trees, Hillfield Road, Hemel Hempstead, Hertfordshire, HP2 4XN</p>

7. LIABILITY AND INSURANCE

<p>7.1</p>	<p>Supplier's limitation of Liability (Clause 36.2.1 of the Agreement Terms); The wording <i>"ten million pounds (£10,000,000) or a sum equal to one hundred and fifty per cent (150%)"</i> in Clause 36.2.1(b)(ii) shall be amended to: one million pounds sterling (£1,000,000). The wording <i>"ten million pounds (£10,000,000) in each such Contract Year or a sum equal to one hundred and fifty per cent (150%)"</i> in Clause 36.2.1(b)(ii) shall be amended to one million pounds sterling (£1,000,000). The wording <i>"ten million pounds (£10,000,000) in each such Contract Year or a sum equal to one hundred and fifty per cent (150%)"</i> in Clause 36.2.1(b)(ii) shall be amended to one million pounds sterling (£1,000,000).</p>
<p>7.2</p>	<p>Insurance(Clause 37.3 of the Agreement Terms): To comply with its obligations under Clause 37 and as a minimum, where requested by the Customer in writing, the Supplier shall ensure that:</p>

	<p>(i) professional indemnity insurance is held by the Supplier and by any agent, sub-contractor or consultant involved in the supply of the Goods and Services has a minimum limit of indemnity of two million pounds sterling (£2,000,000) for each individual claim or such higher limit as the Customer may reasonably require (and as required by Law) from time to time;</p> <p>(ii) public liability insurance adequate to cover all risks in the performance of this Purchase Agreement from time to time with a minimum limit of five million pounds sterling (£5,000,000) for each individual claim or such higher limit as the Customer may reasonably require (and as required by Law) from time to time; and</p> <p>(iii) employer’s liability insurance with a minimum limit of indemnity of such amount as may reasonably be required by Law from time to time.</p> <p>(iv) product liability insurance adequate to cover all risks in the performance of this Purchase Agreement from time to time with a minimum limit of five million pounds sterling (£5,000,000) for each individual claim or such higher limit as the Customer may reasonably require (and as required by Law) from time to time.</p>
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8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 41.2 of these Agreement Terms): In Clause 41.2 of this Agreement Terms
8.2	Termination without cause notice period (Clause 41.7 of these Agreement Terms): Thirty (30) Working Days in Clause 41.7.1 shall be amended to ninety (90) Working Days.
8.3	Undisputed Sums Limit: In Clause 42.1.1 of the Agreement Terms
8.4	Exit Management: To be agreed with MHCLG once service is up and running.

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: To be agreed with MHCLG.
9.2	Commercially Sensitive Information: Section 5 – Key Personnel Section 6 – Payment
9.3	Maintenance of the ICT Environment Not Applied

10. OTHER CALL OFF REQUIREMENTS

10.1	<p>Recitals (in preamble to the Agreement Terms):</p> <p>Recital B-E</p> <p>Recital C - date of issue of the Statement of Requirements: 04/03/2019</p> <p>Recital D - date of receipt of Call Off Tender: 15/03/2019</p>
10.2	<p>Guarantee (Clause 4 of this Agreement Terms):</p> <p>Not required</p>
10.3	<p>Security:</p> <p>As set out in Short form security requirements paragraphs 1 to 5 of this Agreement, Schedule 7 (Security).</p> <p>Adherence to the security sections of the ITT response.</p> <p>Compliance with NCSC 14 cloud security principles as detailed in the ITT response.</p>
10.4	<p>ICT Policy:</p> <p>Not applied</p>
10.5	<p>Testing:</p> <p>To be completed prior to implementation of the new solution and signed off by MHCLG.</p>
10.6	<p>Business Continuity & Disaster Recovery:</p> <p>Agreement, Schedule 8 (Business Continuity and Disaster Recovery) shall be amended as follows:</p> <p>2.1 Within thirty] (30) Working Days from the Agreement Commencement Date the Supplier shall prepare and deliver to the Customer for the Customer’s written approval a plan</p> <p>To be replaced with:</p> <p>2.1 Within thirty (30) Working Days of a written request from the Customer, the Supplier shall prepare and deliver to the Customer for the Customer’s written approval a plan</p> <p>Disaster Period:</p> <p>For the purpose of the definition of “Disaster” in Agreement Schedule 1 (Definitions) the “Disaster Period” shall be ten (10) Working Days.</p>
10.7	<p>Failure of Supplier Equipment (Clause 32.8 of the Agreement Terms:</p> <p>Not applied</p>
10.8	<p>Protection of Customer Data (Clause 34.3.3 of the Agreement Terms):</p> <p>As set out in Clause 34.3 of this Agreement and the GDPR section of the ITT.</p>
10.9	<p>Notices (Clause 55.6 of the Agreement Terms):</p> <p>Customer’s postal address and email address:</p> <p>MHCLG, Fry Building, 2 Marsham Street, London, SW1P 4DF</p>

	<p>REDACTED</p> <p>Supplier's postal address and email address:</p> <p>Konica Minolta Business Solutions (UK) Limited Miles Gray Road Basildon Essex SS14 3AR REDACTED</p>
10.10	<p>Transparency Reports</p> <p>In Agreement, Schedule 13 (Transparency Reports)</p> <p>The Supplier shall provide to the Customer for Approval draft Transparency Reports within: thirty (30) days of written request</p>
10.11	<p>Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Agreement Schedule 14):</p> <p>None</p>
10.12	<p>Call Off Agreement Tender:</p> <p>In Schedule 15 (Call Off Agreement Tender)</p> <p>Not Applied</p>
10.13	<p>Training</p> <p>Installation Training & Quick Start Guide</p> <p>Customer Support Executive Training</p> <p>Documentation & Manuals</p>

FORMATION OF PURCHASE AGREEMENT

BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Purchase and Service Agreement with the Customer to provide the Goods and/or Services in accordance with the terms set out in the Purchase Order Form and the Agreement Terms.

The Parties hereby acknowledge and agree that they have read the Purchase Order Form and the Agreement Terms and by signing below agree to be bound by this Purchase Agreement.

In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Agreement shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.

For and on behalf of the Supplier:

Name and Title	
Signature	
Date	

For and on behalf of the Customer:

Name and Title	
Signature	
Date	