

Schedule 7A

**Order Form for Standard Services – Direct Award**

Contract title – Contract for the provision of Red Books for East Midlands - (1748)

Call-Off Contract under the HealthTrust Europe LLP Framework Agreement for the supply of External Print and Digital Services **Reference Number 2020-042470** dated **27th May 2021**.

<b>The Authority</b>	NHS England on behalf of South, Central & West Commissioning Support Unit Omega House Eastleigh SO50 5PB  Invoice address: Odf Payables M425 Po Box 312, Leeds, LS11 1HP
<b>The Supplier</b>	Harlow Printing Limited 7-21 Maxwell Street, South Shields, Tyne and Wear, NE33 4PU
<b>HealthTrust Europe Contract Reference</b>	HTE-009416

The Supplier and the Authority hereby agree as follows:

1. The Authority wishes to enter into a Contract in respect of the Services pursuant to the framework agreement between Health Trust Europe LLP and Supplier dated 10<sup>th</sup> June 2021 (the “Framework Agreement”).
2. The Contract incorporates, and the Supplier agrees to abide by, the following documents:
  - (a) The Specification of the Authority’s requirements as appended at Appendix 1 overleaf;
  - (b) the Contract Price, as appended at Appendix 2 overleaf; and
  - (c) the Call-Off Terms and Conditions set out at Appendix A to the Framework Agreement (including the front page and all Schedules thereto).

3. Where the Call-Off Terms and Conditions set out at **Error! Reference source not found.** 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:
- (a) In the event that the Authority terminates its agreement with HealthTrust Europe (made pursuant to the provisions of the UHCW Framework) 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 14 of **Error! Reference source not found.** 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.
  - (b) 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.
  - (c) 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.
4. The Commencement Date of the Contract shall be 20<sup>th</sup> August 2024
5. The Term of this Contract shall be 8 months from the Commencement Date.

## 6. Data Protection

- 6.1 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.
- 6.2 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.

7. 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 15.4.(i) of Error! Reference source not found..
8. The payment profile for this Contract shall be **monthly in arrears**.
9. The Authority may terminate this Contract forthwith by notice in writing to the Supplier at any time on three (3) months' written notice. Such notice shall not be served within one (1) year of the Commencement Date – not applicable
10. The provision of Services
- (A) The Services shall be provided and Goods delivered by the Supplier at the Premises and Locations listed below:

Locations as listed in Attached Delivery Schedule, Appendix 3

11. The Contract Managers at the commencement of this Contract are:

(a) for the Authority:

[REDACTED]

(b) for the Supplier:

[REDACTED]

12. Notices served under this Contract are to be delivered to:

(a) for the Authority:

[REDACTED]  
[REDACTED]

NHS South, Central & West Commissioning Support Unit  
Omega House  
Eastleigh  
SO50 5PB

(b) for the Supplier:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

13. 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.

14. The following Appendices are incorporated within this Contract:

<b>Appendix 1</b>	Authority Specification
<b>Appendix 2</b>	Contract Price

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

Name:		Signature:	
Position:		Date:	29 August 2024

**AND**

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

Name:		Signature:	
Position:		Date:	22/8/24

## **Appendix 1**

### **Authority Specification**

#### **1. Background**

1.1. External Print & Digital Services is for the provision of print, fax, copy and scan technologies and soft tools; with maintenance support and complementary services access to meet the requirements of the Participating Authorities. The Framework Agreement will comprise the entire services for external print and digital services including: supply of goods or services, stock management, storage, pick & pack, despatch and management information. This Framework Agreement will cover the complete service to optimise, manage and produce an organisations external print requirement including the production of reprographics (Artwork & Design), printing and personalisation of documents, finishing, binding and stock management. Moreover, the Framework Agreement is designed to support those Participating Authorities who want to migrate from a traditional in-house print process to the appointment of strategic supplier for all external print and associated service requirements and the successful Supplier will be required to support the Participating Authority from generating concepts through to production.

1.2. As part of this process HealthTrust Europe seeks innovative approaches which contribute towards reducing print spend year on year for the Participating Authorities. It is fundamental to the success of this Framework that the appointed Supplier is flexible when working with the Participating Authorities to ensure that their individual strategic objectives are documented, achieved and surpassed where possible. The Supplier will need to possess capability to handle a growing amount of work in order to satisfy current and future needs and demands.

1.3. Increasingly Participating Authorities are moving away from traditional print with a requirement for digital communications including multi-format publishing whereby documents/ information will be produced and distributed in multiple formats including print, online, CDs, DVDs and mobile formats and apps. There may also be requirements for ePublications that can be downloaded and read on devices including smartphones, tablets, computers, or e-readers.

#### **2. Aims of the Framework Agreement**

2.1 HealthTrust Europe's aim is to establish a Framework Agreement in this area that achieves the following key objectives;

- 2.1.1 Offer choice to the NHS, wider public sector and private sector in general with a Supplier capable of meeting demand and the varying needs of the Participating Authorities;
- 2.1.2 Be attractive for the NHS, wider public sector and private sector organisations to use whilst operating in the increasing competitive environment;
- 2.1.3 Reduce costs to the Participating Authority through market leading pricing, product rationalisation and bundling vendor solutions;
- 2.1.4 Full transparency on spend and structured MI reports;
- 2.1.5 Accurate recording of products and version controls;

- 2.1.6 Be innovative in the marketplace to provide a value added and tailored service to the Participating Authority;
- 2.1.7 Allow the Supplier to form strong partnership relationships with the Participating Authority to develop the Framework;
- 2.1.8 Provide a flexible, transparent print solution that is sustainable to the Supplier and beneficial to the Participating Authority alike;
- 2.1.9 Provide year on year savings to the Participating Authority;
- 2.1.10 Ensure that standards of printed NHS documents remain high and that the Participating Authority remain satisfied with the quality of internally and externally printed documents;
- 2.1.11 Increase focus on the environmental factors like the carbon foot print;
- 2.1.12 Provide structured and regular contract management;
- 2.1.13 Increased efficiencies in stock management;
- 2.1.14 Increased variety in products being offered;
- 2.1.15 Consistency in printed products and brand & colour management;
- 2.1.16 Increased efficiencies in VAT mitigation, offer new technologies and online ordering tools;
- 2.1.17 Delivery of all “Core List” lines at agreed rates referenced in the Offer Schedule submitted via the Commercial Envelope Pricing Schedule in Bravo.

### 3. Products and Services Overview

3.1 Suppliers must demonstrate that they are able to source all products and services that relate to printing, personalisation and stock management of goods.

3.2 Listed below are the main products and services which will be used by the Participating Authority under this Framework Agreement:

#### 3.2.1 Products

**Operational Products:** Record Files, Booklets and Brochures, Cut Sheets, Folded Leaflets Continuous Sheets, NCR Sets/Pads, Posters, Business Stationery, Adhesive Labels/Products, Envelopes, Plastic and Polypropylene Cards, Binders, Dividers and sourcing of any other printed product or service.

**Promotional Products:** external and internal signage, large format print, display boards, marketing products, mugs, t-shirts, toys and sourcing of any other printed product or service.

Orders may be placed as a single, one off order or via a contractual arrangement as set out by the Participating Authority in the Call-Off Contract.

All products detailed in the Basket of Goods in the Commercial Envelope Pricing Schedule shall form the Core List of products for Participating Authorities for the duration of this Framework.

The Supplier shall create an agreed core list of all regularly ordered products. This will be achieved by the below:

- a. Deliver all “Core List” lines at agreed rates reference Offer Schedule submitted via the Commercial Envelope Pricing Schedule in Bravo.

b. Provide up to 300 “local core” lines to be agreed in addition to the Offer Schedule upon implementation with the Participating Authority, for a combination of products to be held in stock and products to be printed upon demand (POD). Lines shall be priced as net prices in line with the Commercial Envelope Pricing Schedule submitted via this Tender and shall be considered an extension of this.

c. Conduct a simple rationalisation with the Participating Authority of “Core List” and “local core” upon implementation to produce an “agreed Participating Authority Core”. This shall sense check lists to aggregate volumes where applicable, this is not a full review of the Participating Authority data.

### **3.2.2 Services**

#### **Reprographics (Artwork & Design)**

The Supplier must provide the following Reprographic capabilities as the Participating Authority may require the following services as part of the print process or standalone service;

- Artwork design and creation services (also source images and fonts). Design and development of a creative graphical presentation prototype, relevant to Participating Authority requirements;
- Artwork amendment services to existing files;
- Artwork approval services; soft proof (pdf), contract proof (digital) or printed proofs (wet/machine proofs);
- Artwork suitable for online publishing and eCommunications e.g. email;
- Colour Management;
- Page layout services;
- Maintain a structured Repository of the Artwork in a printable format with part number system agreed with Participating Authority.

### **3.2.3 Artwork Repository**

The Supplier shall provide an Artwork Repository with functionality to support the storage and organization of any type of file format for the Participating Authority, e.g. Artwork PDFs, Briefs in Word format, rich media such as images, videos and audio files. The library should enable Users to search for Artwork files being able to view them in multiple formats e.g. list views. The Artwork Repository shall detail data on each product including but not limited to; Description, Brand, Category, Pack Size, and Barcode. The Repository will enable version control of products, having multiple versions of the same file, however users shall only be able to access and order the latest version. The Artwork Repository will provide a full audit trail, with every action on the artwork being logged, with specific Users being able view these logs. The Repository shall allow users to make artwork obsolete which then removes files from the search or the library.

The Artwork Repository will need to be tailored to each Participating Authority’s individual requirements as each Participating Authority will require storage and organisation of files specific to their needs. The Supplier shall provide advice on the Artwork Repository’s setup, usage and file storage to the Participating Authority during implementation and throughout the duration of the contract.

The Supplier shall be able to offer guidance on any aspect of a Participating Authority requirements and suggest alternative solutions that would be more appropriate or cost effective.

### **3.3 Printing & Personalisation**

3.3.1 It is envisaged that the Framework will be accessed by a variety of Participating Authorities which differ in size and have varying requirements; from low cost print runs through to high value contracts. The supplier must be able to meet all these needs.

3.3.2 Participating Authority's products will be required to be printed in a variety of formats, Web, Litho, Digital, Flexo, Large format and some products are personalised.

### **3.4 Finishing & Binding**

3.4.1 The Supplier is required to provide a wide range of Finishing and Binding services. Finishing refers to all the activities that are performed on printed material after printing. This includes binding (the fastening of individual sheets together) and decorative processes such as die-stamping, embossing or laminating. The Supplier will be required to provide a full range of finishing services including but not limited to:

- Binding including Perfect Binding
- Laminating and Encapsulating
- Varnishing (UV Varnishing - Overall and Spot; Raised Varnishing)
- Trimming
- Saddle-stitching
- Stapling
- Wiro binding
- Coil/Spiral binding
- Shrink wrapping
- Guillotining
- Scoring
- Folding
- Drilling / Hole Punching
- Die Cutting
- Foiling
- Creasing
- Perforating & Scoring
- Embossing and Debossing
- Thread Sewing
- Cutting
- Folding
- Serial Numbering
- Matt Laminate
- Hot Foil Blocking
- Mailing
- Glued Folders
- Case Binding
- Drilling
- Eye-letting



- Ram Bundling

### 3.5 Prepress

The Supplier must be able to offer a full range of prepress services including but not limited to; preparing camera ready artwork, creating colour separations, adding crop marks, trapping and plate making.

### 3.6 Paper

The Supplier shall be able to source all raw materials required for the printing and finishing process including but not limited to paper and board stocks. As each Participating Authority has varying requirements the Supplier shall be able to provide a range of papers in both virgin and recycled stocks depending upon demand.

The Supplier must supply all paper types and sizes being offered through their preferred paper merchants or mills including but not limited to:

Material Types;

- Mid-Range Plus Coated Woodfree
- Mid-Range Coated Woodfree
- Uncoated Woodfree
- Uncoated Woodfree Pulpboard
- Recycled Coated
- Recycled Uncoated
- Tinted Uncoated
- Manilla
- Carbonless (CB/CF)

Paper sizes

- A0
- A1
- A2
- A3
- A4
- A5
- A6
- Recycled Percentages (%)
- Weight – gsm

### 3.7 Envelopes

The Supplier is to supply all envelope types and sizes being offered internally or externally including but not limited to;

Types of Envelopes: Mailing, Self-seal, Peel/Seal, Padded/ Board Backed/ Polythene/ Branded/ Unbranded

- Standard off the shelf
- Bespoke made to measure
- Window
- Non window

#### Material Types

- Coated
- Uncoated
- White
- Manilla

#### Envelope Sizes

- DL
- C0
- C1
- C2
- C3
- C4
- C5
- C6
- C7
- C8
- C9
- C10

#### Recycled Percentages (%)

### **3.8 Part numbering system**

All products printed must have a part number system in agreement with the Participating Authority; this number has to be used through the cycle of the product.

All items being updated or changed must have a version control, with the main number being kept the same for the identification of the product.

The Supplier is to agree the part numbering system with the Participating Authority during implementation.

The Part numbering system can include but is not limited to the following methods, however must be robust, accurate and auditable.

- Excel spreadsheet or Access database
- Business tools of software
- In-house part numbering system

### **3.9 Unit Sizes**

Products may be required to be unitised according to the Participating Authority usage requirements including; singles, 5's, 10's, 25's, 50's, 100's, 250's, 1000's, 10,000's etc.

### **3.10 Packing**

Products are to be packed suitably, securely for storage and distribution to the Participating Authority.

Packaging must meet the minimum weight and volume needed to keep the product safe and hygienic.

Products will be delivered with minimum additional packaging. The Supplier shall supply various packaging depending upon products to be shipped including but not limited to; shrink-wrapping, overwrapping, tubes, padded envelopes, boxes, pallets.

### **3.11 Labelling**

The Supplier must have capabilities in labelling all units, boxes, pallets. This labelling must detail item description, part number, quantity held within, number of items, Purchase Order (PO) number, Barcoding and any other requirements required by the Participating Authority.

### **3.12 New Enquiries, Quotes and Online Portal for Quoting or Matrix Calculator & Services**

3.12.1 Suppliers will be responsible for assessing the Participating Authority product requirements/ specification and source the Goods to fulfil those requirements at a price which offers the Participating Authorities the best value for money possible. This is to be achieved through regular market testing/ benchmarking.

3.12.2 The Supplier shall ensure that the Goods conform to the specification agreed between the Supplier and the Participating Authority (at the implementation stage).

3.12.3 The Supplier shall ensure that the Goods conform to the Participating Authority brand guidelines and corporate standards as notified to Supplier by the Participating Authority from time to time (information supplied during implementation). If the Participating Authority employee requests the Supplier to produce Goods which do not conform to such guidelines and standards, the Supplier needs to attempt to rectify this in liaison with the requesting Participating Authority employee. If such liaison does not rectify this nonconformance, the Supplier will need to seek the approval of the Participating Authority brand management department or, failing resolution, the Participating Authority Account Manager.

3.12.4 The Supplier must demonstrate that they have a robust system in place for handling new enquiries, processing quotes and receiving orders with a full audit trail.

3.12.5 The Supplier must have online portals to process enquiries and quotes, which link into their order processing system to service Participating Authority's within agreed service levels, with a full audit trail (Online Portal for Quoting).

3.12.6 The Supplier shall provide an online system that enables the Participating Authority to submit general enquiries and Request for Quotations (RFQ's), both with and without Artwork. Participating Authority shall be able to access previous RFQ's, orders and proofs created by themselves. Participating Authority's shall also be able to view the Artwork Repository of any standardised products as agreed (as per Paragraph 3.2.3 of the Specification). The online system shall enable the

Supplier to respond to enquiries and RFQ's with both proofs and pricing. The online system shall enable Participating Authority's to place orders which the Supplier will acknowledge. The online order system will enable

Participating Authority's to track the progress of their order. The online system must comply with audit requirements storing data including but not limited to for RFQ's, enquiries, pricing, orders and proofs.

### **3.13 Advice Service**

3.13.1 HealthTrust Europe, would expect suppliers to work with the Participating Authority in partnership, providing dedicated account management, efficiency / improvements in Print and Communications strategies where applicable, Participating Authority specific local Core Lists, guidance on product rationalisation and sustainable, transparent profits (open book costing) on ALL purchases including bespoke products and services.

3.13.2 The Supplier is required to provide a range of expert advice Services on Printing and eCommunications strategies, demands and products ensuring high quality products and a high-level service.

### **3.14 Overview on Stock Management & Online Portal for Ordering Stock/POD (Print on Demand) call off & Services**

3.14.1 The Supplier will provide a stock holding and stock call off facility for finished goods as agreed with the Participating Authority.

3.14.2 The Supplier will proactively manage agreed stock levels and be responsible for ordering replacement stock as necessary. In addition, the Supplier is to discuss with the Participating Authority, regular reviews of the stock levels and change them where appropriate in order to avoid both over purchase and over depletion of stock. To ensure that reprints and wastage are kept to the lowest possible levels.

3.14.3 The Supplier is to be responsible for the disposal of all obsolete materials, when agreed in writing with the Participating Authority Authorised Representative, relevant cost codes/department codes and name of budget holder provided. The Supplier will be liable for any costs associated with stock carried by the Supplier in excess of the agreed stock levels (supplied at mini competition stage). This disposal of obsolete materials must be in line with Data Protection legislation.

3.14.4 The Supplier must demonstrate that they have a robust system in place for handling stock or print on demand orders with a full audit trail.

3.14.5 Suppliers need to demonstrate that they have a live online portal to process call off orders, giving full inventory details, which links into their order processing system to service Participating Authority within agreed service levels, with a full audit trail. (Online Portal for Stock Call Off)

3.14.6 The online portal for Ordering Stock and POD call off must integrate with the standard operating systems used by the Participating Authority including but not limited to; Microsoft Windows, MAC.

### **3.15 Printing, Stock Management and Stock Replenishment Process**

3.15.1 The Participating Authority is to provide the Supplier with artwork and specification for the Goods to be supplied. In some circumstances, the parties may agree the artwork will be produced and / or amended by Supplier. The parties will then agree suitable specification for the Goods.

3.15.2 The Supplier is to supply the Participating Authority with printed proofs of Goods to be supplied.

3.15.3 The Supplier is to arrange for Goods to be printed and / or re-printed following written authorisation from the Participating Authority authorised representative.

3.15.4 For Goods where alterations are required before printing or reprinting can take place, the Participating Authority to supply drafts showing the alterations required. Supplier to supply the Participating Authority with proofs for such Goods.

3.15.5 When approval to proceed is given by the Participating Authority authorised representative. Supplier is to print, pack and deliver the Goods or put into the supplier's stock in accordance with instructions given by the Participating Authority authorised representative.

3.15.6 The Supplier is to manage the Goods in accordance with the maximum and minimum stock levels agreed with the Participating Authority authorised representative. Typically, maximum stock levels and minimum stock levels will be set as follows (unless otherwise agreed with the Participating Authority authorised representative);

- Maximum stock levels: 3 months' worth of stock
- Minimum stock levels: 1 months' worth of stock

3.15.7 At the time Goods reach the minimum stock level, the Supplier will need to quote for the manufacture and replenishment of stock.

3.15.8 The Supplier is to send either a grouped or single reprint authorisation request to the Participating Authority authorised representative. Such request will contain the following minimum details;

- Product code for the Goods
- Description of the Goods
- Price of the Goods
- Usage figures for each month (max 6 months)
- Current Stock levels, Expected life of Goods in stock

3.15.9 The Supplier is required to carry out a minimum of two stock takes per annum for the Participating Authority stocked goods and supplied stock.

### **3.16 Obsolete and slow moving stock**

3.16.1 A slow moving stock item is defined as an item that has had less than 50% of the total stock balance for the item supplied to the Participating Authority during the previous 3 months, or any item that is over 3 months old.

3.16.2 The Supplier shall notify the Participating Authority on a monthly basis of slow moving stock items. Within 30 days of receipt of each monthly report the Participating Authority will, in respect of each slow moving item notify the Supplier whether it wishes to either;

- Retain the items in stock or
- Make the item obsolete

3.16.3 Furthermore, any stock item which is retained in stock and remains slow moving after a further 3 months' period will be automatically deemed obsolete on instruction from the Participating Authority, Supplier will either;

- Scrap the obsolete stock in a secure manner in line with Data Protection Legislation
- At the Participating Authority expense deliver the stock to a location as designated by the Participating Authority or
- Continue to hold the stock in which case the storage fees agreed with the Participating Authority during implementation will apply

### **3.17 Equipment and Machinery**

3.17.1 The Supplier must have sufficient equipment and machinery to fulfil all of the printing requirements of each Participating Authority.

3.17.2 The Supplier shall have in-house capability to print the majority of the requirement on Digital Machinery and Litho Machinery but can Sub-Contract certain areas where they cannot gain cost efficiencies using in-house machinery i.e. large print runs that would traditionally require but not limited to web offset printing machinery or for specialist finishing applications.

### **3.18 Account Management**

3.18.1 The Supplier shall appoint and maintain during the duration of the contract an Account Management service to each existing and new Participating Authority.

3.18.2 As at the Contract Commencement date, the Account Management team are to be named and introduced to the Participating Authority.

3.18.3 Any proposed changes to the structure or personnel of the Account Management team will be reviewed in advance with the Participating Authority Head of Procurement.

3.18.4 The Supplier shall provide additional support to the Participating Authority through its Customer Support Team including without limitation, the following functions; Design, Customer Service, IT Support.

3.18.5 The Supplier shall review with the Participating Authority the headcount resource needed to service the Participating Authority contract based on turnover and number of jobs. An increase or reduction in headcount will be agreed in advance with the Participating Authority pursuant to the Change Request Procedure.

3.18.6 The Supplier will have capabilities to provide Management Information reports that are produced for the Participating Authority covering all Stock Management Processes daily, weekly and monthly. Performance v Service Level Agreement (SLA) reports are sent to the Heads of Purchasing monthly. Any other adhoc request to be produced upon request.

3.18.7 The Supplier is required to ascertain any further Management Information (MI) reports required by the Participating Authority at the implementation stage

3.18.8 The Supplier shall conduct customer satisfaction surveys with all Participating Authority at least once per annum.

3.18.9 The Supplier shall develop a set of processes, procedures and associated systems to provide effective management of incidents and problem resolution.

3.18.10 The Supplier shall provide sustainability of pricing for Framework and liaise with HealthTrust Europe on issues that may arise.

### **3.19 Responsibilities of Account Management Team**

3.19.1 The Supplier shall present and sell the HealthTrust Europe Framework and the company's products/ offerings to current and potential Participating Authority's.

3.19.2 The Supplier shall provide ongoing contract management, including handling orders, general enquiries and complaints resolution.

3.19.3 The Supplier shall provide online solutions, user manuals and on site User Group training, free of charge to the Participating Authority.

3.19.4 The Supplier shall ensure sustainability of pricing for the HealthTrust Europe Framework and liaising with HealthTrust Europe on issues that may arise.

3.19.5 The Supplier shall ensure that the Account Management Team are accessible to all Participating Authority's during the Supplier opening hours.

3.19.6 The Supplier shall provide review meetings and feedback forums every 6 months to the Participating Authority.

3.19.7 The Supplier shall provide specialist advice on products and service and manage technical queries.

3.19.8 The Supplier shall provide the Participating Authority reports & Management Information (MI) as agreed with the Participating Authority during the implementation stage.

3.19.9 The Supplier shall provide framework price reviews and manage the roll-out of any new pricing, within an agreed timescale. This timescale shall be agreed with the Participating Authority during implementation

3.19.10 The Supplier shall develop a Business Continuity Plan that provides for continuity during a Business Continuity Event before the go live date for the HealthTrust Europe Framework. This plan must detail robust arrangements that are reasonable and proportionate to: the criticality of this Framework Agreement to the Participating Authorities; the size and scope of the Supplier's business operations, and concerns continuity of the supply of Goods during and following a Business Continuity Event.

### **3.20 Storage**

3.20.1 The supplier will ensure that warehousing space is available for both pallets and bin locations throughout the terms of the contract.

3.20.2 The supplier will be responsible for and bear all risk of warehousing stock and the Goods at its premises.

3.20.3 Any stock held elsewhere should remain under the terms and conditions of the contract.

3.20.4 Efficient storage and Best Industry Practices must be adopted e.g. fast-moving Goods to be located in easy access areas and for stock rotation to be in place.

3.20.5 All bulk Goods to be palletised. Bulk deliveries must be shrink-wrapped and labelled.

3.20.6 All items received or delivered should be at least marked with quantity and part number.

### **3.21 Picking & Packing**

3.21.1 All Requisitions should be prioritised in order of date received or as otherwise advised by a Participating Authority authorised representative, unless fulfilling the requisition will adversely impact the Service Levels which relate to another Requisition. In this case the Supplier will inform the Participating Authority Authorised Representative and a solution will be agreed.

3.21.2 Where the Goods are deemed nil stock at the warehouse, the Supplier is required to seek alternative supplies from designated manufacturers. A nil-stock situation should be highlighted on the delivery note to the requester. Where alternative suppliers cannot be found, the Participating Authority Authorised Representative to be informed, it is the Supplier's responsibility to replace the Goods as soon as is reasonably possible.

3.21.3 Appropriate packaging material is to be used for onwards transportation to ensure it reaches its destination fit for purpose. It must clearly show the contact names and address of destination.



### 3.22 Despatch

3.22.1 The Supplier shall provide a logistics service covering the whole of the United Kingdom, including Northern Ireland. The Supplier shall detail all information regarding a Participating Authority's delivery requirements during implementation, including but not limited to; all delivery locations, site access, security requirements, delivery requirements, key Participating Authority personnel who receive deliveries, Goods Received Notes (GRN) signatories. Participating Authority delivery points may vary in size and accessibility and the Supplier will be required to detail and accommodate each Participating Authority's individual delivery requirements.

3.22.2 The Supplier may have to distribute Goods to UK locations on Business days as follows;

- Between the hours of 0800 to 1700
- To the delivery address stated on the Requisition form or as requested by the Participating Authority authorised personnel.
- Delivery to pre-set drop off location(s) as agreed with the Participating Authority during implementation
- Delivery to desk or to the appropriate floor of the premises if requested to do by the Participating Authority
- Weekend deliveries if requested by the Participating Authority

3.22.3 The Supplier is required to ensure that all Goods are packed and despatched in the most cost efficient manner possible. This will involve consolidating orders and deliveries and ensuring that where orders are due to be delivered to the same destination, full use is made of each 15kg weight limit of each "package".

3.22.4 Where Goods are required urgently and the requester authorises the use of a courier, Supplier to despatch Goods via an approved courier service and will recharge the cost to Participating Authority at actual cost. Where courier services are utilised, the Supplier must ensure a signature for the despatch of the Goods is obtained.

3.22.5 In the event that the Supplier fails to comply with the provisions of paragraph 3.22, the Participating Authority reserves the right to refuse to accept delivery of the package(s) concerned and such packages(s) will be returned at the Supplier's expense.

3.22.6 From time to time, requesters may collect the Goods in person and arrangements must be made in advance to facilitate this between the hours 0900 to 1700 during any Business day.

3.22.7 For all deliveries, the Supplier shall obtain a signature at the point of delivery on the Goods Received Notes (GRN) from an authorised member of the Participating Authority staff to acknowledge the number of parcels received.

3.22.8 If the Participating Authority reasonably rejected the Goods in accordance with the contract, the Participating Authority is to return the Goods to the Supplier and the Supplier will reimburse the Participating Authority all reasonable loss, damage, costs or expenses incurred.

3.22.9 Alternatively, at the option of the Participating Authority, the Supplier may collect the Goods from the address to which the Goods were delivered at the Supplier's expense.

### **3.23 Digital Services**

3.23.1 All Suppliers under HealthTrust Europe Framework Agreement must support the Participating Authorities to develop strategies to move away from traditional print to digital print services.

3.23.2 All Suppliers are expected to offer services to transform data into digital formats which allows the Participating Authorities to share electronically e.g websites or allow communication including e-publications, SMS messaging and emails etc.

3.23.3 Suppliers shall offer a wide range of digital services including but not limited to: artwork, design, digital content development and interest sites management.

3.23.4 Suppliers shall offer full managed Digital Asset Management System (DAM) which allow the Participating Authority to manage their Digital Assets. This include, but not limited to designs, artworks, templates, photographs etc.

3.23.5 Participating Authorities must be able to access the Digital Asset Management System securely and easily on a website.

3.23.6 Access and usage permissions must be provided as part of the service, which mean that viewing and selection of assets must be restricted to each individual user, each individual user must only see Digital Assets relevant to them. The level of accesses for each user must be authorised by the master user at the Participating Authority.

## **4 Delivery Times**

4.1 The Supplier shall provide the following despatch options to the Participating Authority:

- Next Working Day
- Pre 9am Next Working Day
- Pre 1pm Next Working Day
- Saturday AM
- Same day
- N Ireland
- Consolidated Weekly

## **5 Orders**

5.1 The Supplier shall provide the following systems and infrastructure to enable the effective processing of Purchase Orders:

5.1.1 Requisitions will be mainly received via the Online Portal. However, orders may be received manually by facsimile or email. For audit purposes, no orders will be accepted verbally.

5.1.2 All Requisitions received by the Supplier are to be entered into a management information system.

5.1.3 Each Requisition must have a valid cost code. If a Requisition does not have this information, then Supplier must acquire the information prior undertaking the instruction.

5.1.4 The Supplier's support service is to be available as a minimum on Business days between the hours of 0900 to 1700 except for public holidays. However, if deadlines dictate, the Supplier may be required to work outside these times including weekends. The Participating Authority to make every effort to give twenty four (24) hours' notice for any urgent requirement

5.1.5 The Participating Authority requires the Supplier to provide order acknowledgement to the Participating Authority in all instances and also whereby the Participating Authority subsequently cancels an Order.

5.1.6 The Supplier shall have a system in place that enables electronic ordering by disabled persons. Relevant information should be sought via government guidelines.

5.1.7 The Supplier shall actively work with the Participating Authority to improve the efficiency of their local ordering processes working towards a fully integrated online solution where appropriate. The Participating Authority should be encouraged to consolidate to an online solution for External Print Orders.

## **6 Accreditations and Quality Process Control**

6.1 The Supplier shall hold or be working towards all Quality and Environmental accreditations or the equivalent. This should include, but not be limited to;

- Environmental Management (e.g. FSC, PEFC, ISO14001, Carbon Neutrality)
- Social Responsibility (e.g. LLP)
- Quality Management (e.g. ISO 9001)
- Colour Management (e.g. ISO 12647)

## **7 Innovations & Value Adding Services**

7.1 The Supplier is required to continually review developments in technology applicable to the provision of the External Print Services and to recommend to the Participating Authority appropriate changes, by utilising new technologies that may improve the quality and/or efficiency of the External Print & Digital Services.

## **8 Implementation**

8.1 The Supplier must have an implementation plan, if awarded the contract. The Supplier shall support this implementation without any extra cost to the Participating Authority.

8.2 The Supplier will conform to the ordering procedures of all Participating Authority. On award of every contract, the Supplier shall contact each Participating Authority's Head of Procurement in order to be advised of any local ordering procedures. Participating Authority's will accept no liability for payment of any invoice raised which does not comply with local ordering procedures.

## **9 Environmental Considerations**

9.1 The NHS acknowledges its responsibility to the environment. For every aspect of its business, it is committed to preserving and protecting the environment. They are committed to minimising any adverse impact on the environment by:

- reducing the use of natural resources and raw materials in all activities •  
improving water, energy and fuel efficiency
- reducing emissions, waste and pollution.

9.2 The NHS adopt Government targets on sustainable development where appropriate, considering the environmental aspects of any significant policy decisions. The NHS commits to reduce, re-use and recycle materials and packaging, use renewable energy and alternative fuel sources wherever appropriate, assess and seek to improve the environmental impacts associated with the purchase and supply of products and services and communicate this environmental policy to all stakeholders. The NHS are committed to maintaining and developing best practice procedures in accordance with BS EN ISO 14001 and 14004 guidelines to institute an Environmental Management System. Each Participating Authority may have individual Environmental strategies and requirements and the Supplier shall be required to work with each Participating Authority during the Framework Agreement to meet these individual needs.

9.3 In line with the NHS Environmental Strategy the Supplier shall be required, throughout the Framework Agreement, to provide information on new or improved environmentally preferable Goods and Services when they become commercially available.

9.4 Minimum standard requirements unless otherwise stated by the Participating Authority:

9.4.1 Inks used in printing shall be free from volatile organic compounds (VOCs) and toxic materials wherever possible

9.5 The Supplier when planning their scheduled delivery routes will do so taking into account the most environmentally efficient option that minimises carbon production

All timber and wood-derived products for supply or use in performance of the Order must be independently verifiable and either:

- from a legal and sustainable source
- from a FLEGT-licensed or equivalent source

## **10 Security and Data Protection**

10.1 The NHS are committed to working practices that effectively deliver the patient confidentiality that is required by law, ethics and policy. It is essential that patient identifiable information (PID) and any other sensitive data is handled, processed and released in a strictly controlled manner and Suppliers must conform to all of the Participating Authority Security and Data Protection terms and conditions.

10.2 The Supplier will have secure processes of electronic communications and storage of electronic files, media and data.

10.3 The Supplier shall have confidentially agreements with all staff involved in production and delivery of products and services.

10.4 The Supplier shall have ISO/IEC 27001:2005 or equivalent.

10.5 The Supplier shall possess a sufficient security policy which addresses the protection of personal data and other restricted information within the Suppliers possession. In addition, Suppliers must comply with General Data Protection Regulation 2018 (GDPR)

10.6 The policy shall address:

- Security management, including but not limited to, risk assessment, response, evaluation and roles and responsibilities;
- Contingency and major incident processes.

## **11 Service Levels and Service Credits**

11.1 References below relate to working hours 9am – 5pm (Business Day). Business deadline will be measured as follows (by way of example only); where there is a requirement that a task be completed within one Business Day, if that task is given to the Supplier at 3.30pm on a Business Day, the deadline for completion of that task is 3.29pm on the next Business Day.

## **12 Service Levels/ KPI**

### **12.1 Turnaround / Despatch**

12.1.1 Where orders for goods held in stock are made by the Participating Authority, 100% of orders will be delivered to the specified delivery address

- By any time on the working day following the day of the order provided that orders are received before 2pm
- By any time on the second working day after the day of the order where orders are received after 2pm

12.1.2 Where orders for new goods are made by the Participating Authority, 100% of goods will be delivered as per the delivery schedule agreed and approved within the quotation process. For the avoidance of doubt, an order will be deemed to have been placed at the point that final proof approval.

12.1.3 Where goods delivered to the Participating Authority are to be collected by the Supplier and replaced with alternative goods (for whatever reason), the Supplier will need to deliver 100% of replacement goods to the specified delivery address within 3 working days. For the avoidance of the doubt, the cost of the carriage for both the collections and replacement with is free of charge (FOC) to the Participating Authority where the cause for collection and replacement was a Supplier error. Where the cause for collection and replacement was a Participating Authority error collection and replacement will be chargeable.

12.1.4 All requests for quotes for the supply of printed goods will be provided to the Participating Authority within 24 working hours of receipt of the quote request. Where the Participating Authority required an emergency quote, the Supplier will respond to that request within 1 hour of receipt of the proviso that emergency requests account for no more than 10% of all quote requests.

12.1.5 Where the Participating Authority requests a hard copy of proofs for any existing job with minor amends 100% of the proofs will be provided by the Supplier within 3 working days. Where the Participating Authority requests a pdf of an existing job with minor amends the Supplier will provide that proof within 12 working hours of the request. For all other proofs, the Participating Authority and Supplier will agree a delivery schedule that is mutually acceptable during implementation

12.1.6 Where the Participating Authority volumes of stock for a given product are approaching the agreed minimum stock levels and the Participating Authority have requested that the product owner either agrees or declines a reprint and the request has not been answered within 3 working days, the Supplier shall chase and cc the Senior Management Team (Names to be confirmed for each Participating Authority upon contract award).

## **12.2 Quality**

12.2.1 The Supplier plays a critical role in the delivery of the Participating Authority's brand. Quality is therefore of paramount importance to the Participating Authority.

12.2.2 85% of returned responses to an annual customer satisfaction survey will rate the Suppliers service as "Good" or "Very Good" where the respondent has provided an answer. For the avoidance of doubt, the wording of the survey will be agreed between the Participating Authority and the Supplier within the 6 months of service commencement date.

12.2.3 98% of orders despatched by the Supplier will be accurate to the order, individually labelled and sent to the specified delivery address.

12.2.4 99% of Goods supplied by the supplier will be of an acceptable level of quality. This means the quality of the Supplier products will be such that they generate no more than five (5) complaints per month. The Supplier will be obliged to log and record any complaints, these will be included within the overall service level audits

## **12.3 Enquiries & Escalation**

12.3.1 The Supplier will provide a full written response to all complaints made by the Participating Authority within 5 Business Days of receipt. The response will include;

- A complaint serial number

- Confirmation that the root cause of the issue has been identified
- Action taken to contain the problem and prevent further impact on the Participating Authority
- A date by when a fix to prevent recurrence will have been completed
- An initial update is required within 2 Business Days to acknowledge receipt of the complaint and confirm the action being taken.

12.3.2 For Tender purposes a complaint means any expression of dissatisfaction from either an internal or external recipient or business owner of a document pack.

## 12.4 Reporting

12.4.1 A stock report will be produced monthly showing total quantities in stock, usage and minimum reorder levels. The report will be accurate as at the last working day of the preceding month in which the report is produced. The report will be sent to the Participating Authority within 5 working days of the start of each month.

12.4.2 12 monthly Management Reports are also required from the Supplier to the Participating Authority. The report will be provided with 5 Business Days of the start of the new month.

The report will be a summary of weekly reports and will include but not be limited to;

- Performance v SLA
- Service Credits payable
- % of Goods covered by matrix pricing
- Outstanding complaints
- Slow moving stock
- Pallet utilisation
- % of orders placed on-line

## 12.5 Stock Management

12.5.1 The supplier will ensure that 99% of products lines are maintained within the agreed minimum stock levels for that product line.

## 12.6 Service Credits

Criteria	Standards	Levels	Remedy
% of requests for quotes for the supply of printed goods provided to Participating Authority within 24 working hours of	Target	100%	
	Minimum acceptable standard (MAS)	95%	n/a
	Sub-MAS	<95%	Service Credit of £50 per late quote

receipt of the quote request			
Note: Emergency quotes are excluded from the above.			
<b>Criteria</b>	<b>Standards</b>	<b>Levels</b>	<b>Remedy</b>
% of orders for new goods delivered as per the schedule agreed in the quotation process	Target	100%	
	Minimum acceptable standard (MAS)	98%	
	Sub-MAS	<98%	Service Credit of £50 per late delivery
<b>Criteria</b>	<b>Standards</b>	<b>Levels</b>	<b>Remedy</b>
% of orders for goods held in stock delivered to the specified delivery address	Target	100%	
	Minimum acceptable standard (MAS)	99%	
	Sub-MAS	<99%	Service Credit of £50 per late delivery
<b>Criteria</b>	<b>Standards</b>	<b>Levels</b>	<b>Remedy</b>
% of orders despatched by supplier that are accurate to the order, individually labelled and sent to the specified delivery address	Target	100%	
	Minimum acceptable standard (MAS)	99%	
	Sub-MAS	<99%	Service Credit of £5 per line item picked up to a maximum of £500 per calendar month
<b>Criteria</b>	<b>Standards</b>	<b>Levels</b>	<b>Remedy</b>
% of responses to an annual customer satisfaction survey that rate the Tenderer service as "Good" or "Very Good". Responses must be a percentage of survey returned, not of survey sent. A nonresponse will not count towards this Service Level	Target	85%	
	Minimum acceptable standard (MAS)	80%	
	Sub-MAS	<80%	Service Credit £500 of



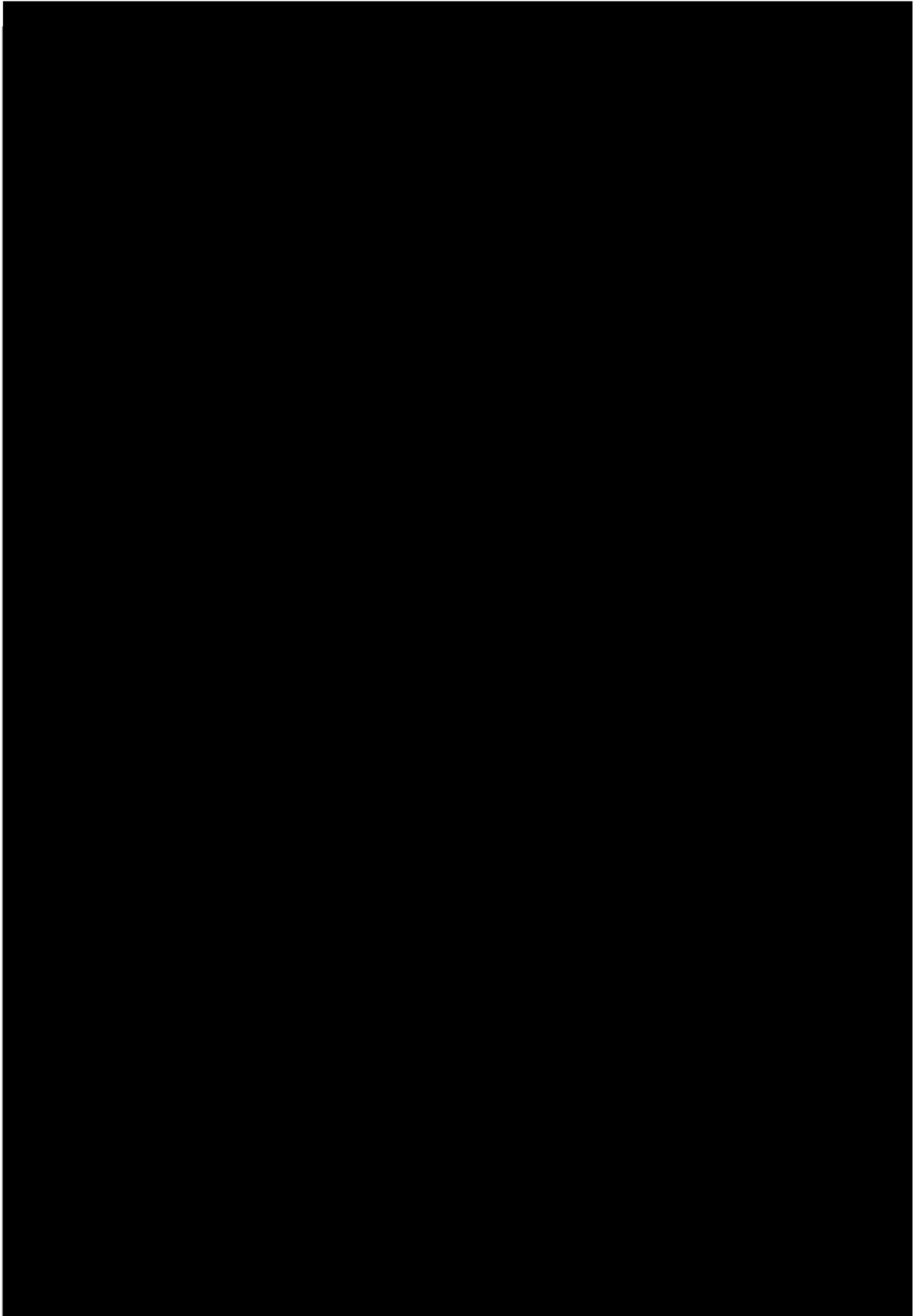
Any instance where a nil stock situation occurs and the cause of this can be directly attributable to a Supplier error (e.g. lack of notification of			£250
approaching minimum stock levels) a service credit will be payable			

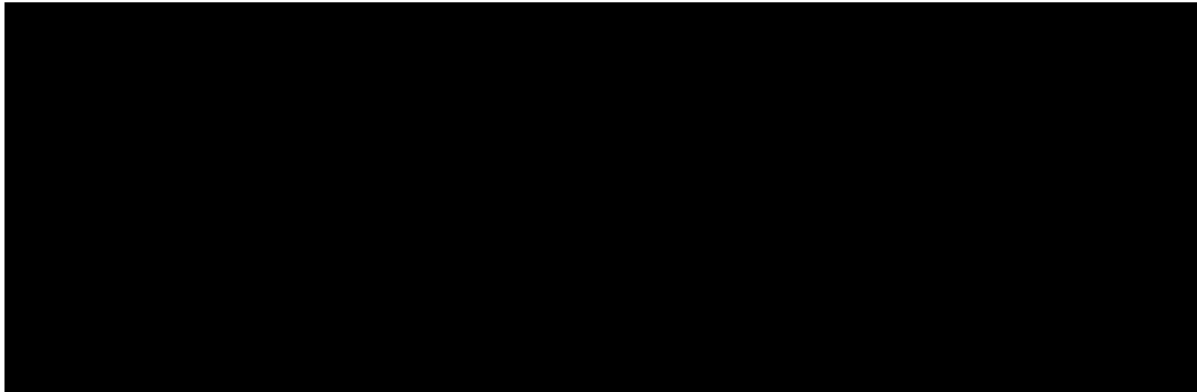
## 12.7 Description of conditions to Service Credit Model

12.7.1 Service Level failure will be discussed at the Service Review meetings before being allocated the appropriate Service Credits. Service Credits will be settled quarterly by way of discount to the monthly invoice.

12.7.2 The maximum value of the Service Credit that can be attributed in one month will not exceed 15% of revenue to Supplier for that month.

## Appendix 2





### Appendix 3 – Delivery Schedule

