



Crown  
Commercial  
Service

## **Attachment 5 – Order Form**

Contract Reference: CCIH21A15

NFC146 Hardware for Public Sector Organisations

## Attachment 5 – Order Form

|                      |   |
|----------------------|---|
| CALL-OFF REFERENCE:  | C101108                                   |
| THE BUYER:           | NHS Commissioning Board                   |
| BUYER ADDRESS        | Quarry House, Quarry Hill, Leeds, LS2 7UE |
| THE SUPPLIER:        | Computacenter (UK) Ltd                    |
| SUPPLIER ADDRESS:    | Hatfield Avenue, Hatfield, AL10 9TW       |
| REGISTRATION NUMBER: | 01584718                                  |
| DUNS NUMBER:         | 226023463                                 |
| SID4GOV ID:          | N/A                                       |

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated as per the Buyer signatory date.

It's issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

### CALL-OFF LOT(S):

- Lot 2 Hardware & Associated Services

### 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) RM6068
- 3 The following Schedules in equal order of precedence:
  - Joint Schedules for RM6068
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors) – if applicable
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules
    - Call-Off Schedule 5 (Pricing Details)
- 4 CCS Core Terms (version 3.0.6) (including relevant amends set out in paragraph 10 of the Framework Award Form)
- 5 Joint Schedule 5 (Corporate Social Responsibility) RM6068

6 Call-Off Schedule 4 (Call-Off Tender) which shall comprise of Attachment 2 – Supplier Tender Response and Attachment 4 – Price Schedule

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.

## CALL-OFF SPECIAL TERMS

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

### Special Term A:

In the event that the Goods become genuinely unavailable after the Supplier has accepted and/or confirmed the Buyer's Order and is contractually bound, the Supplier shall offer the Buyer a replacement model or equivalent substitute goods at no additional cost to the Buyer. The equivalent substitute goods shall be of an equivalent or higher specification and provide the same or additional functionality than the Goods they replace. It shall be the Buyer's sole decision whether to accept the replacement model or equivalent substitute goods. In the event that the Buyer rejects the replacement model or equivalent substitute goods, the Supplier's failure to Deliver in accordance with the Call-Off Contract shall [entitle the Buyer to not proceed with the purchase of those](#) [REDACTED]

### Special Term B:

The Buy and Store Terms set out in Appendix B

### Special Term C:

Risk shall pass on receipt of delivery at the Buyer's goods in reception.

Title to Goods is transferred to the Customer on payment to the Supplier in full.

Warranty shall commence on receipt of delivery at the Buyer's goods in reception.

### Special Term D:

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.

### Special Term E:

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

### Special Term G:

For the purpose of Clause 10.3 of the Core Terms 'Ending the contract without a reason', Customer shall not terminate this Call-Off Contract without cause.

|                                    |   |
|------------------------------------|---|
| CALL-OFF START DATE:               | As per Buyer Signatory Date on this Order Form                                  |
| CALL-OFF EXPIRY DATE:              | The later of 6 (six) months or when all deliverables have been met and paid for |
| CALL-OFF INITIAL PERIOD:           | The later of 6 (six) Months or when all deliverables have been met and paid for |
| CALL-OFF OPTIONAL EXTENSION PERIOD | None  |

## **CALL-OFF DELIVERABLES**

See Attachment 3 – Statement of Requirements and Appendix A of this Order Form.

## **LOCATION FOR DELIVERY**



## **DATES FOR DELIVERY OF THE DELIVERABLES**

Delivery – As soon as reasonably possible

## **TESTING OF DELIVERABLES**

Acceptance Test Criteria below:

- a) For each delivery, the correct quantity of device types has arrived;
- b) All boxes are delivered with the packaging intact;
- c) No boxes have evidence of damage prior to stock checking in the Buyer's goods in area;
- d) No devices have any cosmetic damage;

The Goods shall be deemed as Accepted three (3) Working Days following delivery at the Buyer's goods in reception unless otherwise notified by the Buyer.

## **WARRANTY PERIOD**

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be the duration of any guarantee or warranty period the Supplier has received from the third party manufacturer or supplier Third party Services (if any) shall be supplied subject to the applicable third party's standard service terms

## **MAXIMUM LIABILITY**

Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £100,000 or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year shall be the total aggregate Charges paid or payable by the Buyer from the Call-Off Start Date until the end of the first Call-Off Contract Year

## **CALL-OFF CHARGES**

Appendix A of this Order Form and Call-Off Schedule 5 (Pricing).

In the event of currency fluctuation the Supplier will be entitled to reject Orders and to re-quote the Customer.

## **REIMBURSABLE EXPENSES**

None

## **PAYMENT METHOD**

The Supplier shall submit invoices directly to the billing address as per the Customer's order. The Supplier shall invoice the Customer for Goods on despatch and for Services as per Supplier's quotation. Payment to be made by BACS payment.

## **BUYER'S INVOICE ADDRESS:**

Electronic Invoices containing the NHSE Purchase Order Number (once provided by Buyer) should be submitted via Tradeshift:  
<http://www.tradeshift.com/supplier/nhs-sbs/>

Electronic Invoices should be addressed to:  
NHS England  
Phoenix House  
Topcliffe Lane  
Wakefield  
WF3 1WE

All invoices must include:

- Current Purchase Order
- Date
- Buyer contact name
- Addresses (Buyer & Supplier)
- Supplier name and contact details
- Remittance & payment bank account details
- Description of the charges
- Volume of the charges
- Unit cost of the charges

## **BUYER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

## **BUYER'S ENVIRONMENTAL POLICY**

Not applicable

## **BUYER'S SECURITY POLICY**

Not applicable

## **SUPPLIER'S AUTHORISED REPRESENTATIVE**

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

## **SUPPLIER'S CONTRACT MANAGER**

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

## **SUPPLIER'S DATA PROTECTION OFFICER**

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

## **PROGRESS REPORT FREQUENCY**

Shall be requested by Crown Commercial Service where applicable on a weekly basis and Ad Hoc as required by Buyer.

## **PROGRESS MEETING FREQUENCY**

Not applicable

## **KEY STAFF**

None

## **KEY SUBCONTRACTOR(S)**

Not Applicable

## **COMMERCIALLY SENSITIVE INFORMATION**

Supplier's pricing and/or any Supplier specific solution(s) for the period of the Call-Off Term +2 years

## **SERVICE CREDITS**

Not applicable

## **ADDITIONAL INSURANCES**

Not applicable

## **GUARANTEE**

Not applicable

## **SOCIAL VALUE COMMITMENT**

Not applicable

For and on behalf of the Supplier:

For and on behalf of Buyer:

**Appendix A**

| <b>Item</b>  | <b>Quantity</b> | <b>Unit Price</b> | <b>Total Price</b> | <b>Proposed Model &amp; Description</b>  |
|--|-----------------|-------------------|--------------------|--|
| MS Surface Laptop 4 13" Touchscreen - AMD R5/16GB/256GB/Win 10 Signature | 1,000           |                   |                    | 7IQ-00004 - SrfLpt4 13 R5/16/256 CM Win10 SC EngBrit UK/Ireland Only Hdwr Commercial Platinu |
| 3 Year Warranty  | 1,000           |                   |                    | A9W-00074 - MS Extended Hardware Service Srfc Laptop GB 3Y from Purchase                     |
| 24" FHD Monitor (with UK Power lead, HDMI Cable)                         | 1,000           |                   |                    | X2483HSU-B3 D - iiyama ProLite X2483HSU-B3 A high-end 24" monitor with an AMVA panel         |
| USB C-Dock (USB-C PD 65W)  | 1,000           |                   |                    | JLCBL218IN1UHA - JLC BL21 8 in 1 USB-C Hub Adapter   |
| Headset - Dual Ear USB   | 1,000           |                   |                    | 428K6AA - HP USB G2 STHS   |
| Keyboard, Mouse  | 1,000           |                   |                    | 286J4AA - HP 225 Wired Mouse and KB  |
| 65w USBC Power Supply  | 500             |                   |                    | 1P3K6AA - HP 65W USB-C LC Power Adapter  |
| <b>TOTAL</b>   |                 |                   | <b>£902,226.37</b> |  |



## **Appendix B – Buy and Store Terms**

Buy and Store refers to stock that is purchased by the Supplier on behalf of the Customer and held in the Supplier's logistical locations. The benefits being

- Ability to hold stock that may go into restraint.
- Discontinued stock can be held.
- Stock can be configured and then held for immediate shipment when required.
- Physical audits available upon request.



Buy and Store  
Agreement (Form).doc