

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: **C117395**

THE BUYER: **NHS England**

BUYER ADDRESS 7 - 8 Wellington Place, Leeds,
LS1 4AP

THE SUPPLIER: **Specialist Computer Centres Plc**

SUPPLIER ADDRESS: James House, Warwick Road, Birmingham, B11
2LE

REGISTRATION NUMBER: 01428210



APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 1st February 2023

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 1 Hardware & Software, & 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 5 (Corporate Social Responsibility)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
4. CCS Core Terms (version 3.0.6)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6068

CALL-OFF SPECIAL TERMS

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

Special Term 1: **Cyber Security Requirements**

The following wording shall be included as a new Clause 3.4 of the Core Terms of the Call-Off Contract:

The Supplier warrants and represents that it has complied with and throughout the Contract Period will continue to comply with the Cyber Security Requirements. The “**Cyber Security Requirements**” means:

- a) compliance with the data security and protection toolkit (DSP Toolkit), an online self-assessment tool that allows organisations to measure their performance against the National Data Guardian’s 10 data security standards and supports key requirements of the GDPR, which can be accessed from <https://www.dsptoolkit.nhs.uk/>, as may be amended or replaced by the Buyer or the Department of Health and Social Care from time to time;

Special Term 2: **Supplier Staff**

The following wording shall be included as a new Clause 7.6 of the Core Terms of the Call-Off Contract:

- 7.6 Notwithstanding that Call-Off Schedule 9 (Security) has not been incorporated into this Order Form under the section headed “CALL-OFF INCORPORATED TERMS”, paragraph 3.4.3 of Part B of Call-Off Schedule 9 (Security) shall apply to this Order Form in any event.

Special Term 3: **Execution and Counterparts**

The following wording shall be included as new Clause 36 of the Core Terms of the Call-Off Contract:

36 Execution and Counterparts

36.1 This Call-Off Contract may be executed in any number of counterparts (including by electronic transmission), each of which when executed shall constitute an original but all counterparts together shall constitute one and the same instrument.

36.2 Execution of this Call-Off Contract may be carried out in accordance with the Electronic Identification and Trust Services for Electronic Transactions Regulations 2016 (SI 2016/696) and the Electronic Communications Act 2000. In the event each Party agrees to sign this Call-Off Contract by electronic signature (whatever form the electronic signature takes) it is confirmed that this method of signature is as conclusive of each Party's intention to be bound by this Call-Off Contract as if signed by each Party's manuscript signature. In such situation, this Call-Off Contract shall be formed on the date on which both Parties have electronically signed the Call-Off Contract as recorded in the Buyer's electronic contract management system.

CALL-OFF START DATE: **1st April 2023**

CALL-OFF EXPIRY DATE: **1st April 2024**

CALL-OFF INITIAL PERIOD: **12 months**

CALL-OFF OPTIONAL EXTENSION PERIOD **12 months**

CALL-OFF DELIVERABLES

Support of [REDACTED] Staff ID Enduro Printers that are spread across [REDACTED] sites in the UK (see

ANNEX B for list of supported printers and locations).

Hardware Swap Out = Mon – Fri 09:00 -17:30 next business day swap excludes weekends & bank holidays.

Assigned Service Support Manager responsible for the governance of the service including reporting, service reviews and escalation (if required).

The Supplier will provide a service desk service for NHS Digital Helpdesk (or other trusts helpdesks) to log calls for faulty printers. The Supplier service desk will manage the incidents during the incident lifecycle.

The Supplier's service desk will triage the call and dispatch an engineer with a replacement device and swap out faulty unit (where first-time fix cannot be completed over the phone).

The Supplier will test & repair the faulty device in the workshop, then put back into gold stock when repaired.

Should a printer be beyond repair NHS Digital may purchase a replacement printer to ensure the loan stock pool is maintained.

Digital ID will provide technical phone support for the Supplier only.

Storage and management of the customer supplied Gold Stock (already in place). The Supplier will buy the necessary parts required to repair the printers from Digital ID for the contract year.

Consumables and Printer heads are chargeable back to NHS Digital. The Supplier quote is for a baseline of [REDACTED] calls in any calendar year (excluding chargeable calls.)

Should this number be exceeded the Supplier will need to review the failure rates and the cost of this service with the Customer.

The SLA is next business day swap out (excluding weekends). SLA target is 90%

See ANNEX A for

LOCATION FOR DELIVERY

See ANNEX B

DATES FOR DELIVERY OF THE DELIVERABLES **NOT USED**

TESTING OF DELIVERABLES **NOT USED**

WARRANTY PERIOD
NOT USED

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:

12 months service cost for maintenance and support of [REDACTED] smartcard printers
£126,475.83 excluding VAT

CALL-OFF CHARGES

£126,475.83 excluding VAT, per Annum.

To be invoiced quarterly in advance.

Catalogue for additional Hardware is provided in ANNEX C.

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 a Specific Change in Law or Benchmarking using Call-Off Schedule 16 (Benchmarking) where this is used.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

BACS

BUYER'S INVOICE ADDRESS:

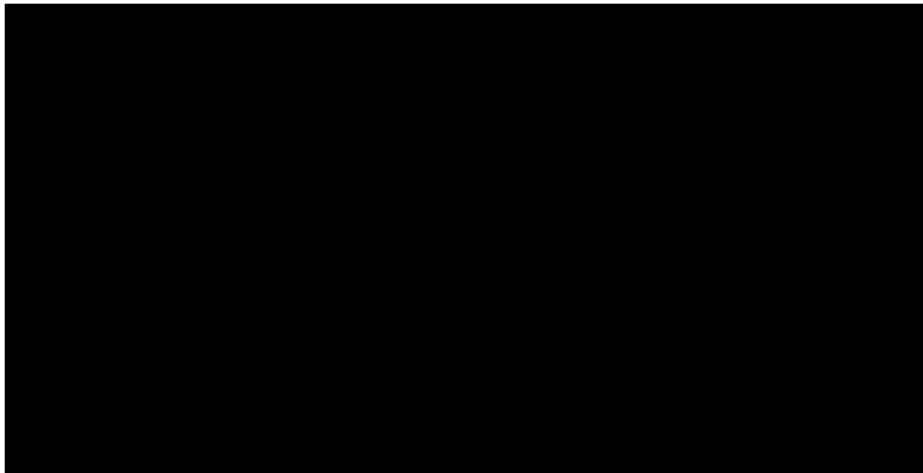
Any queries regarding outstanding payments should be directed to NHS England (NHS Digital)'s Accounts Payable section by email at financialaccounts@nhs.net

Invoices should clearly quote the purchase order number, be addressed to NHS England (NHS Digital), T56 Payable A125, PO Box 312, LEEDS LS11 1HP and be sent as a PDF attachment by email to the following email address; sbs.apinvoicing@nhs.net (one invoice per PDF) and emails must not exceed 10Mb and quote, 'T56 Invoice Scanning' in subject line or alternatively invoices can be sent via post to the above address.



BUYER'S ENVIRONMENTAL POLICY
Not Used

BUYER'S SECURITY POLICY
Not Used



PROGRESS REPORT FREQUENCY

Monthly service report will be provided by supplier. Service report will be provided by the 10th working day from the end of the previous reporting period.

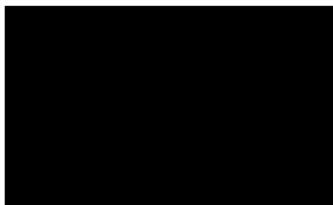
PROGRESS MEETING FREQUENCY

Quarterly (schedule to be agreed between customer and supplier).

KEY STAFF

Not used

KEY SUBCONTRACTOR(S)



COMMERCIALLY SENSITIVE INFORMATION

Breakdown of pricing and Supplier IPR

SERVICE CREDITS

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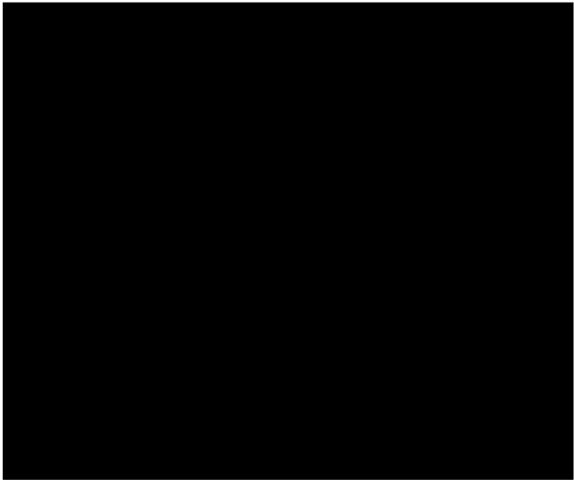
Not Used

ADDITIONAL INSURANCES
Not Used

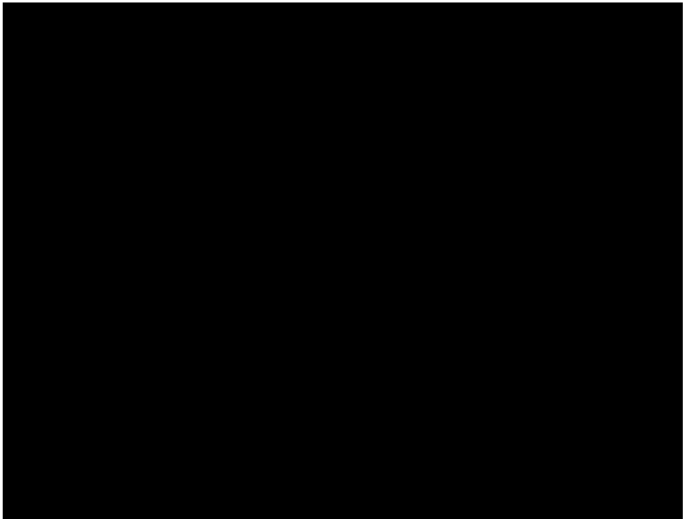
GUARANTEE
Not Used

SOCIAL VALUE COMMITMENT
Not Used

For and on behalf of the Supplier:



For and on behalf of the Buyer:



ANNEX A

SERVICES

1.0 DEFINITIONS

Good Working Order	means a materially similar degree of functionality as existed prior to the fault which is logged with SCC, provided always that such degree of functionality takes into account the age of the product;
Beyond Economic Repair	means any Supported Equipment, which has come to the end of its natural service life or which is beyond economic repair. Supported Equipment shall be deemed to be Beyond Economic Repair, where: the cost of the required replacement to make the Supported Equipment properly functional (for the avoidance of doubt, excluding any labour costs) will exceed 50% of the current list or new replacement equipment price, as determined by the Supplier; any required spare parts or components are no longer available from the manufacturer; and/or any item of Supported Equipment experiences or suffers persistent or reoccurring faults or component failure, provided always that Beyond Economic Repair will be evidenced by the SUPPLIER's SCC's engineer in a written report, which will state the reason(s) why the item has become Beyond Economic Repair;
Supported Equipment	means the Supported Printer List, included as Annex B of this Order Form
Working Hours	means Monday – Friday (excluding Bank and Public Holidays) between 09:00 – 17:30

2.0 SERVICES TO BE PROVIDED

2.1 INCIDENT MANAGEMENT

This Service Component will include:

- Supplier shall provide Customer with access to a designated telephone number and/or a designated e-mail address for all communication from the Customer's helpdesk.
- Supplier shall manage incidents submitted during the Working Hours.
- Supplier will log the call on Supplier's incident management system and advise Customer of the incident number. This number will be used as the following:
 - Confirmation that the Service Levels are now active, except where the Service is to be provided on an appointment basis where, the agreed Service Levels for the performance of the Service shall commence at the time Supplier attends the site in accordance with the appointment.
 - As a point of reference for both parties when communicating further about the incident.
- Supplier shall update the Customer with regular incident updates, and will provide proactive management of the incident through to closure regardless of the resolver group.

Customer Obligations

- In order for Supplier to carry out this Service Component, the Customer shall comply with the following:
 - Ensure all incidents are submitted in the agreed forms.
 - Ensure that all incidents assigned to Supplier have been reviewed by the Customer service desk and have followed a level of diagnostics prior to assignment.
 - Ensure all agreed information is passed to Supplier at time of incident logging, and allow the rejection of the incident by Supplier if insufficient information has been provided to enable Supplier to progress to resolution of the Incident.

2.2 HARDWARE MAINTENANCE

Following acceptance by the Supplier of a Hardware Maintenance request from the Customer (in accordance with the procedures and requirements specified in the Incident Management Service Component), the Supplier shall using its reasonable endeavours;

- Perform such actions as Supplier deems necessary so as to return the Hardware to Good Working Order within the applicable Service Level.
- Arrange and expedite repairs of Hardware via the Supplier or third parties making full use of Manufacturer's warranties where possible and where the same have been provided to the Customer by the manufacturer concerned.

Notes or Exceptions to Service Component

The following shall not be provided as part of Service and provision of such services and/or materials shall be subject to additional charges and no SLA

- The cost of materials resulting from any malfunction of parts or other supplies that are deemed to be consumable by the original manufacturer which shall include but are not limited to:

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- Toner cartridges, Dot matrix print heads, Ribbons, Ink cartridges, Gear Train Assemblies, Any non-standard components not declared on supported inventory (communication cards etc), Batteries (after warranty period), Fuser Units, Developers, Paper Trays, Pick-up transfer rollers, Platen Knobs, User Damage Items; -, Access Covers, Base Covers, Front Covers, Top Covers, Rear Covers, Hinges & Bezels, Membrane panels
- Other components declared as consumable by the operators manual (e.g. print heads)
- Where whole units are exchanged Supplier will notify the customer any details of any chargeables identified in our repair centre within 30 days.

Customer Obligations

In order for the Supplier to carry out this Service Component, the Customer shall comply with the following:

- Ensure that appropriate procedures are in place and enforced within the user base and that users have all required documentation to operate the software and hardware correctly.
- Only use the supported version of software.

GENERAL EXCLUSIONS

The below are excluded from the charges and SLA measurement for the service, and will be undertaken on a time and materials basis;

(a) repairs or replacement as required as a result of any accident, relocation to another site, installation, neglect, or misuse of the

(b) repairs or replacement as required as a result of any modification to the Hardware; or

(d) repairs, support, or maintenance of the Hardware by any party other than the Supplier without the Supplier 's prior consent; or

(e) repairs or replacement of Hardware which has suffered physical loss or damage whatsoever caused by any factor outside the control of the Supplier including but not limited to fire, theft, vandalism or accidental/deliberate damage or destruction; or

(f) repairs required as a result of any failure or fluctuation of electricity supply, climate control or other environmental conditions; or

(g) repair of any external or cosmetic damage to the Hardware or any other goods affected by a defect in the Hardware, electrical work external to the Hardware, refurbishment or repair of any casing; or

(h) replacement of consumable items with a limited life expectancy including but not

limited to the consumable items specifically designated by the Manufacturers as consumables, or

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(i) repairs to items of Hardware which have come to the end of their natural service life, or which are, in the reasonable opinion of the Supplier, Beyond Economic Repair, or for which spare parts are no longer readily available; or

(j) any supply of parts or work which is required because of the failure of the Customer promptly to inform the Supplier of any faults in the operation of the relevant items of Hardware or the adding or removal of any accessories, attachments or other devices; or

(k) repairs to items of Hardware which are not in Good Working Order at the commencement of this Order; or

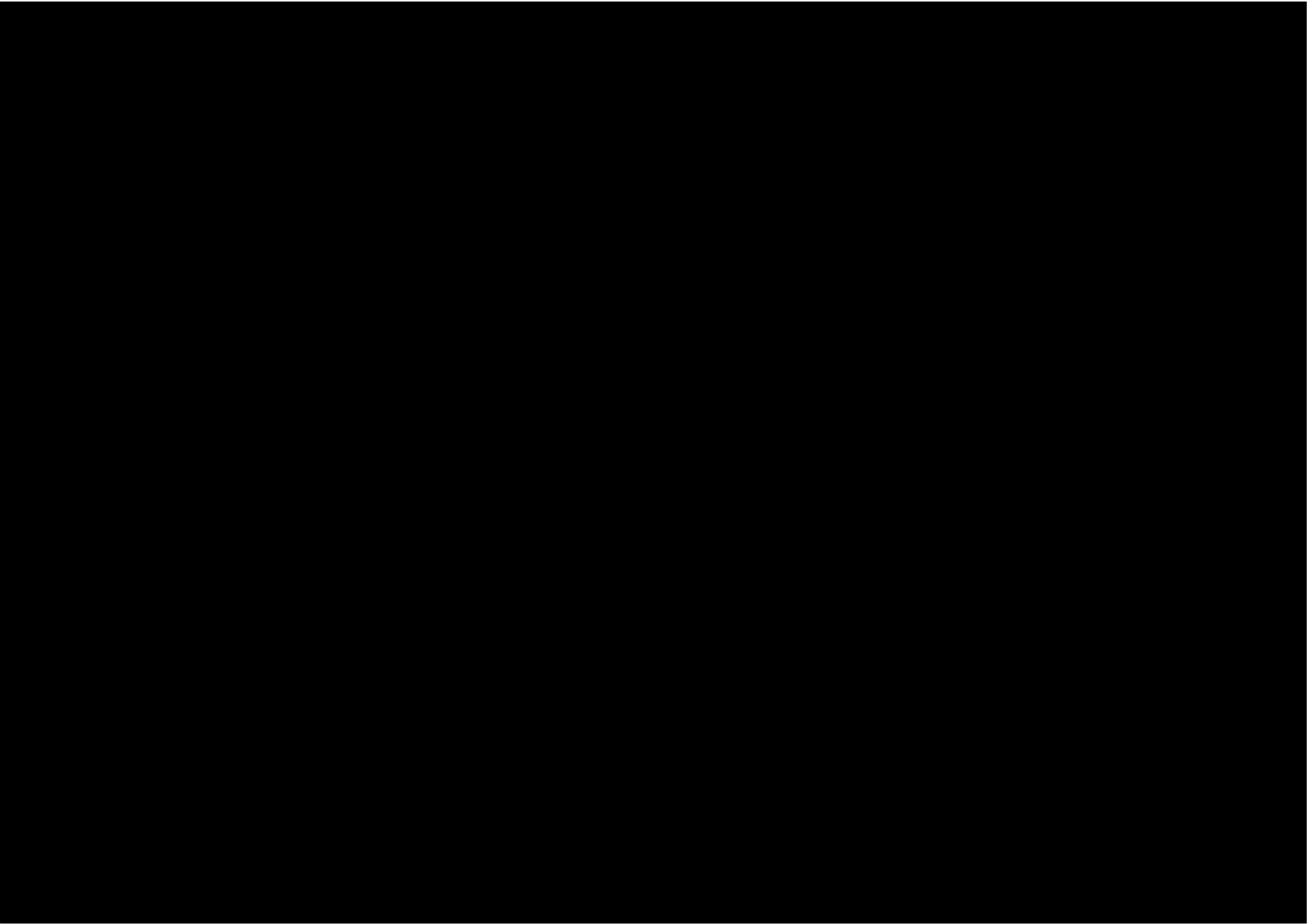
(l) repairs to items of Hardware which are required as a result of a Manufacturers' product recall whether in relation to a complete piece of Hardware or a component part thereof. Product recalls shall constitute an additional service which shall be charged at the Supplier's current time and materials rates.

ANNEX B

Supported printer inventory and locations.











Printer List.xlsx



ANNEX D

Applicable joint and call-off schedules

Document Name	Embedded Document
Core Terms 3.0.6	 Core Terms 3.0.6.docx.pdf
Joint Schedule 1 - Definitions	 Joint Schedule 1 - Definitions v1.0.pdf
Joint Schedule 2 – Variation Form	 Joint Schedule 2 - Variation Form v1.pdf
Joint Schedule 3 – Insurance Requirements	 Joint Schedule 3 - Insurance Requiremei
Joint Schedule 4 – Commercially Sensitive Information	 Joint Schedule 4 - Commercially Sensitiv
Joint Schedule 5 – Corporate Social Responsibility	 Joint Schedule 5 - Corporate Social Resp
Joint Schedule 10 – Rectification Plan	 Joint Schedule 10 - Rectification Plan v.1.4
Joint Schedule 11 – (Processing Data)	 Joint Schedule 11 (Processing Data) v1.0