

Order Form

Framework agreement reference:

Date of order	[25/03/2021]	Order Number	ECM_TBC To be quoted on all correspondence relating to this Order
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FROM

Customer	Public Health England	"Customer"
Customer's Address	Public Health England, Manor Farm Road, Porton, Salisbury, Wiltshire, SP4 0JG	
Invoice Address	Public Health England, Manor Farm Road, Porton, Salisbury, Wiltshire, SP4 0JG	
Contact Ref:	Name: [REDACTED] Address: [REDACTED] Phone: [REDACTED] e-mail: [REDACTED] Fax: N/A	

TO

Supplier	Boxxe Limited	"Supplier"
Supplier's Address	East Moor House, Green Park Business Centre, Goose Lane, Sutton on the Forest, York, North Yorkshire, YO61 1ET	
Account Manager	Name: [REDACTED] Address: [REDACTED] Phone: [REDACTED] e-mail: [REDACTED] Fax: [REDACTED]	

GUARANTEE

Guarantee to be provided	No
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Where a guarantee is to be provided then this Contract is conditional upon the provision of a Guarantee to the Customer from the Guarantor in respect of the Supplier. Details of the Guarantor (if any) are set out below:

[Parent Company	[]	"Guarantor"
Parent Company address	[]	
Account Manager	Name: [] Address: [] Phone: [] e-mail: [] Fax: []	

1. TERM
(1.1) Commencement Date
[25/03/2021]

[Guidance: Insert the date on which the Contract is to take effect.]

(1.2) Expiry Date 24/03/2022

The Contract shall expire on the date which is 12 Months after the Commencement Date

2. GOODS AND SERVICES REQUIREMENTS**(2.1) Goods and/or Services**

Goods and Services – Checkpoint Renewal as per quotation QUO-27126-W0W8G5-2.



QUO-27126-W0W8
G5-2.pdf

Quantity	Part Number	Description	Unit Price	Total Price
	Renewal			
1		13000 Appliances 00:1C:7F:42:0D:98 CPAP-SG13800-NGTP		
1		13000 Appliances 00:1C:7F:42:0D:CA CPAP-SG13800-NGTP		
1		13000 Appliances 00:1C:7F:42:0D:E2 CPAP-SG13800-NGTP		
1		13000 Appliances 00:1C:7F:42:0D:F2 CPAP-SG13800-NGTP		
1		1400 Smb 00:1C:7F:7C:F8:9D CPAP-SG1450-NGTP		
1		Smart-1 Appliances 00:1C:7F:42:82:6F CPAP-SM225		
1		Standalone Accessories 00757BEDD586 CPAC-4-10F		
1		Standalone Accessories 04FD2316E7DE CPAC-RAM64GB-13000		
1		Standalone Accessories 09166F08416A CPAC-RAM64GB-13000		
1		Standalone Accessories 2638E35954CA CPAC-TR-10SR		
1		Standalone Accessories 30494C3CA0E4 CPAC-RAM16GB-SM225		
1		Standalone Accessories 3859197252D3 CPAC-TR-10SR		
1		Standalone Accessories 3ABAFDCD76A6 CPAC-TR-10SR		
1		Standalone Accessories 5F711543DFA0 CPAC-4-10F		
1		Standalone Accessories 6316E6B038BE CPAC-4-10F		
1		Standalone Accessories D030BEB4BB5C CPAC-RAM64GB-13000		
1		Standalone Accessories D829DD42BD5E CPAC-TR-10SR		
1		Standalone Accessories DA466B8F1086 CPAC-RAM64GB-13000		
1		Standalone Accessories F1C99102E517 CPAC-4-10F		
1		13000 Appliances 00:1C:7F:42:0D:98 CPAP-SG13800-NGTP		
1		13000 Appliances 00:1C:7F:42:0D:CA CPAP-SG13800-NGTP		
1		13000 Appliances 00:1C:7F:42:0D:E2 CPAP-SG13800-NGTP		
1		13000 Appliances 00:1C:7F:42:0D:F2 CPAP-SG13800-NGTP		
1		1400 Smb 00:1C:7F:7C:F8:9D CPAP-SG1450-NGTP		
1		Smart-1 Appliances 00:1C:7F:42:82:6F CPAP-SM225		
1		Smart-1 Appliances 00:1C:7F:42:82:6F CPAP-SM225		
Digital Workplace Solutions (SBS/19/AB/WAB/9411/21) <i>Quote Subject to change, please note all prices exclude VAT</i>			Subtotal	£88,481.86
			Delivery	£0.00
			Total	£88,481.86

The Customer agrees to purchase all of its requirements for the Goods or equivalent goods from the Supplier.

Minimum Order Value **£88,481.86**

Optional Services

Collection and recycling	<input type="checkbox"/>
Paper catalogue	<input type="checkbox"/>
Secure Collection	<input type="checkbox"/>

[Guidance: Include a description of the core Services which are applicable to the Customer together with any specific Service requirements.]

(2.2) Premises

N/A

[Guidance: Insert details of any Premises where the Goods and/or Services are to be provided. It is not mandatory to include details. If none then insert "n/a".]

(2.3) Lease/ Licenses

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 the contract

[Guidance: Insert details of or reference to any lease or licence being granted by the Participating Authority to the Supplier to enable it to provide the Services]

(2.4) Standards

Third party services (if any) shall be supplied subject to the applicable third party's standard service terms.
[Guidance note: Insert details of any particular standards that will apply to the provision of the Goods and/or Services. Insert details of additional standards above. If none then insert "n/a".]

(2.5) Security Requirements

Security Policy



PHE_Information_S
ecurity_Policy.pdf

Additional Security Requirements

N/A

[Guidance: Include any information regarding Security Requirements that are appropriate to the Customer or the location where the Services are being provided. Consider if there are any other specific security requirements relating to the Customer and include details.]

Processing personal data under or in connection with this contract

NO

(2.6) Exit Plan (where required)

NO

[Guidance: Customer to consider whether an Exit Plan is required for the Services.]

(2.7) Environmental Plan



PHE DWS
Contract.docx

3. SUPPLIER SOLUTION

(3.1) Supplier Solution

Boxxe will provide Business Hours support via partner CareTower. Support services will be provided directly to Public Health England from CareTower.

[Guidance: If there are particular aspects of the Goods and/or Services that have been offered by the Supplier that you wish to record in the contract then these should be set out here.]

(3.2) Account structure including Key Personnel

Phill Lunt is principal contact for this agreement
Anwar Hossain is first point of contact for commercial queries.

[Guidance: Insert details of the Supplier's account structure. Also if there are any Key Personnel who you require to be involved in the ongoing relationship with the Supplier then insert details. Insert "n/a" if not relevant.]

(3.3) Sub-contractors to be involved in the provision of the Services and/or Goods

Caretower Ltd
Unit 4, Horizon Trade Park, Ring Way, London N11 2NW

[Guidance: Insert details of any Sub-contractors being used by the Supplier]

(3.4) Outline Security Management Plan

As set out below:

N/A

[Guidance: As part of the ordering process, Customers should require the Supplier to provide an outline plan and policy and include this in the Order Form in this paragraph 3.4.]

(3.5) Relevant Convictions

A Relevant Conviction is a Conviction that is relevant to the nature of the Services to be provided


[Guidance: You may wish to specify a particular conviction(s) e.g. involving dishonesty, violence, sexual offence]

(3.6) Implementation Plan

N/A

[Implementation phase and associated implementation plan]

4. PERFORMANCE QUALITY				
(4.1) Key Performance Indicators Key performance indicators provided by SLA with CareTower Business hours support (see below, section 4.2) <i>[Guidance: Insert details of any specific KPI's applicable to the Supplier here.]</i>				
(4.2) Service Levels and Service Credits When providing the Goods and/or Services, the Supplier shall as a minimum ensure that it achieves the following service levels:				
Service Level	Description	Service Credit Calculation	Critical Failure	Service
CheckPoint Software Support	Business Hours support provided by CareTower Support Services			
CheckPpoint Hardware Support	Business Hours support provided by CareTower Support Services			
If the level of performance of the Supplier during the Contract Period: <ul style="list-style-type: none"> (i) fails to achieve a Service Level in respect of each element of the Service, then the Customer shall be entitled to deduct the Service Credits from the Contract Price; and/or (ii) constitutes a Critical Service Failure, the Customer shall be entitled to terminate this Contract. <i>[Guidance: It is intended that the definition of critical service failure should link to a specified threshold of service level performance. The intention is to provide certainty over what level of service would trigger a termination right. If you wish to include such a concept then the definition above should be populated with relevant thresholds.]</i>				

5. PRICE AND PAYMENT
(5.1) Contract Price payable by the Customer in accordance with the commercial schedule set out in the framework agreement (including applicable discount but excluding VAT), payment profile and method of payment (e.g. Government Procurement Card (GPC) or BACS))  QUO-27126-W0W8 G5-2.pdf
(5.2) Invoicing and Payment The Supplier shall issue invoices annually upfront. The Customer shall pay the Supplier within [thirty (30) days] of receipt of a Valid Invoice, submitted in accordance with this paragraph 5.2, the payment profile set out in paragraph 5.1 above and the provisions of the Contract.

[Guidance: Also include any specific arrangements relating to method of payment.]

6. SUPPLEMENTAL AND/OR ADDITIONAL CLAUSES

(6.1) Supplemental requirements

[☐]

[Guidance: Include any additional requirements required by the Customer above. Examples could include:

- Any reference to the Participating Authority's requirements set out in any documents relating to a mini-competition and the Supplier's proposal
- Whether the time for delivery of the Goods should be of the essence
- Further provisions relating to financial distress of a supplier such as enhanced reporting / meetings, payment of charges into escrow to ensure payments are made to sub contractors and creation of a financial distress plan
- Details of any particular obligations that the Customer has agreed to and provisions dealing with the control the consequences of any failure to meet such obligations such as, for example, payment deductions for failure to meet an agreed service level
- Provisions relating to TUPE. The application of TUPE should be considered in every case and, if circumstances indicate that a TUPE transfer would be triggered, appropriate wording should be inserted.]

BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding contract with the Customer to provide the Goods and/or Services. The Parties hereby acknowledge and agree that they have read the **NHS Conditions of Contract for purchase of goods and/or Services** and by signing below agree to be bound by the terms of this Contract.

For and on behalf of the Supplier:

Name and Title	[Redacted]
Signature	[Redacted]
Date	19/03/2021

For and on behalf of the Customer:

Name and Title	[Redacted]
Signature	[Redacted]
Date	19/03/2021