

## FRAMEWORK SCHEDULE 2: PRODUCTS AND SERVICES DESCRIPTION

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## **1 Introduction**

### **Background**

- 1.1 The National Procurement Service (NPS) on behalf of the Welsh Public Sector (WPS) is establishing a multi supplier, multi Lot Framework Agreement for the supply of Multi-Functional Devices and Document Solutions.
- 1.2 The NPS which is hosted by the Welsh Government acts on behalf of the WPS to deliver value for money via the procurement of common and repetitive Products and Services.
- 1.3 The Welsh Government is the devolved government for Wales.
- 1.4 The Welsh Government is led by the First Minister for Wales and Welsh Cabinet Members and Deputy Ministers.
- 1.5 The Welsh Government's responsibilities include:
  - (a) education and skills;
  - (b) health and social services;
  - (c) transport and planning;
  - (d) economic development;
  - (e) the environment;
  - (f) agriculture and rural affairs; and
  - (g) the Welsh language.
- 1.6 The role of the Welsh Government is to:
  - (a) make decisions on matters regarding these areas, for Wales as a whole;
  - (b) develop policies and implement them; and
  - (c) propose Welsh laws (Assembly Bills).
- 1.7 This Schedule sets out the intended scope of the Products and/ or Services to be provided by the Supplier and to provide a description of what each Service entails.

### **Previous Iteration**

- 1.8 This Agreement will be the second iteration of the all-Wales MFD Framework Agreement.
- 1.9 The current MFD Agreement has been used by over 122 Customer organisations, with an average spend of £7m per annum.
- 1.10 Spend by sector split on the existing agreement for the financial years 2018/19 and 2019/20 is as follows:

Sector	% of Spend
CharitiesAndThirdSector	2%
FireServices	1%
FurtherEducation	8%
GovernmentAgencies	2%
Health	27%
HigherEducation	8%
Housing	3%
LocalAuthorities	14%
Other	2%
Police	5%
Schools	14%
TownAndCommunityCouncils	0%
WelshGovernment	13%
WelshGovernmentSponsoredBodies	2%

1.11 Spend by product Lot split on the existing agreement, for the financial years 2018/19 and 2019/20 is as follows:

Lot	% Spend
Lot 1: MFDs and Associated Services	78%
Lot 2: Printer Consumables	22%

### **Contractual Arrangements**

- 1.12 The Agreement shall govern the legal relationship between the Welsh Ministers and the Supplier.
- 1.13 Call-off Contracts shall govern the legal relationship between the Supplier and the Customer.

## **2 Scope**

### **Scope**

- 2.1 The Supplier shall be required to provide a range of goods and services as detailed in this Schedule 2.

### **Objective**

- 2.2 The objective of this framework is to:
- (a) Provide Customers with a wide range of MFD products and services, which meet the individual Customers requirements;
  - (b) Offer a flexible, competitive and simple route to market;
  - (c) Provide a value for money route to market, which continues to evolve to offer the latest technologies at competitive pricing; and
  - (d) Provide document and print solutions which balance the need for immediate savings, whilst considering the socio and environmental impact on future generations.

### **Precedence**

- 2.3 If there is any conflict between the provisions of Section 3 (General Service Description) and:
- (a) Section 4 (Lot 1 Multi-Functional Devices and Document Solutions, Service Description): or
  - (b) Section 5 (Lot 2 Printer Consumables Service Description),

The provisions of Section 4 and 5 will prevail accordingly.

## **3 Framework Requirements**

### **Framework Account Management**

- 3.1 The Supplier shall have a dedicated Framework Account Manager for Wales, with overall responsibility for the Welsh Customer base and maintaining the relationship with the NPS Contract Manager (see schedule 9.1, Framework Management).
- 3.2 The Framework Account Manager shall be required to:
- (a) attend periodic review meetings;
  - (b) provide accurate and timely Management Information (MI) reports;
  - (c) provide accurate and timely KPI reports; and
  - (d) act as the primary Supplier contact in regards to disputes and queries.
- 3.3 On occasion the Framework Account Manager shall be required attend unscheduled face-to-face meetings at the Welsh Government offices.

### **Promotion of the Agreement**

- 3.4 The Supplier shall actively promote the Agreement to all Customers that have access to the Agreement. Activities should include but not be limited to:
- (a) telemarketing/ mailshots;

- (b) social media campaigns;
  - (c) trade events; and
  - (d) face-to-face meetings.
- 3.5 The Welsh Ministers encourage promotional material to be produced in both English and Welsh.
- 3.6 The Supplier shall provide the NPS Contract Manager with a marketing strategy:
  - (a) Within 3 months of the award of the Agreement; and
  - (b) on an annual basis thereafter.

### **Open Data**

- 3.7 The Welsh Government Open Data Plan (May 2016) details the Welsh Governments commitment to publishing and sharing data that is meaningful, accessible and re-usable. For further information please visit:  
<https://gov.wales/welsh-government-open-data-plan>
- 3.8 The NPS recognises the benefits Open Data offers to the citizens of Wales, the WPS and the Welsh economy.
- 3.9 In order to realise the benefits Open Data offers, the Supplier shall be required to work with the NPS to identify, collect and organise appropriate data to be shared on an open basis.

### **Welsh Language Requirements**

- 3.10 The Welsh Language (Wales) Measure 2011 (“the 2011 Measure”) makes provision for the specification of standards of conduct in relation to the Welsh language (“standards”).
- 3.11 Section 26 of the 2011 Measure enables the Welsh Ministers to specify standards, and section 39 enables them to provide that a standard is specifically applicable to a person by authorising the Welsh Language Commissioner (“the Commissioner”) to give a notice to that person requiring compliance with the standard (a “compliance notice”).
- 3.12 The Welsh Language Standards (No. 1) Regulations 2015 (“the 2015 Regulations”) specify standards in relation to the conduct of the Welsh Ministers, county and county borough councils and National Park authorities.
- 3.13 The Commissioner has issued compliance notices to these bodies. The compliance notices, which may be amended by the Commissioner, set out which standards must be complied with by the bodies in question, and by when the bodies have to comply with them. They also specify in respect of certain standards circumstances and areas where they are and are not required to comply with them. A copy of the compliance notices for each of the bodies can be found here:  
<http://www.comisiynyddygyymraeg.cymru/English/Organisations/Pages/SearchStandards.aspx>

- 3.14 The Welsh Language Standards 2015 Regulations also provide that, unless the compliance notices provide to the contrary, the standards will apply to an activity carried out or service provided on behalf of these Customers under arrangements made with a third party. That will include carrying out an activity or supplying services through contractual arrangements. This means that if a Provider fails to comply with a standard where it acts on behalf of one of these Customers, it will amount to a failure on the part of the Customer itself, rendering the Customer open to investigation and possible sanction from the Welsh Language Commissioner.
- 3.15 The successful supplier shall be required to provide Products and/ or Services in a way which does not put a Customer in breach of Welsh Language Standards, and (where it is carrying out an activity or providing services on behalf of the Customer) to comply with the applicable standards, and indemnify the Customer against any failure. These requirements are in addition to any specific requirements relating to the Welsh language, which any Customer may choose to specify.

### **Sustainable Development**

- 3.16 The Welsh Ministers are striving to develop a vibrant Welsh economy capable of delivering strong and sustainable economic growth by providing opportunities for everyone in Wales.
- 3.17 Sustainable development means ensuring that actions contribute in the round to social, economic and environmental, building stronger communities, reducing social exclusion and poverty, and encouraging the development of the economy.
- 3.18 The Supplier and Sub-contractors are required to contribute to sustainable development principles through:
- (a) sharing and promoting sustainable development principles and encouraging Sub-contractors to promote sustainable development issues;
  - (b) managing social and economic impacts of the service delivery; and
  - (c) ensuring business practices produce the minimum of packaging waste and encouraging re-use, repair, recycling, for example when producing promotional materials.
- 3.19 Minimising environmental impact by utilising e-mail, eTendering, video conferencing and the use of energy efficient measures wherever practicable.
- 3.20 Regularly reviewing objectives, target and training to reflect changes in sustainability thinking.

### **The Well-being of Future Generations (Wales) Act 2015**

- 3.21 The Well-being of Future Generations (Wales) Act 2015 places sustainability issues at the centre of decisions made by the Customer:  
<https://futuregenerations.wales/wp-content/uploads/2017/02/150623-guide-to-the-fg-act-en.pdf>
- 3.22 Public bodies in Wales need to make sure that when making their decisions they take into account the impact they could have on people living their lives in Wales in the future. It will expect them to:

- (a) work together better;
- (b) involve people reflecting the diversity of our communities;
- (c) look to the long term as well as focusing on now; and
- (d) take action to try and stop problems getting worse - or even stop them happening in the first place.

3.23 The Supplier shall ensure that they take all reasonable endeavour to enable Customers to fulfil their obligations under the Future Generations (Wales) 2015 Act, including:

- (a) facilitate collaborative working;
- (b) providing information for reporting purposes; and
- (c) adopt the sustainability principles of the Well-being of Future Generations (Wales) Act 2015.

3.24 The Supplier shall also be required to provide a Community Benefits statement detailing what actions they will take during the Agreement period to contribute the Well-being Goals, as detailed in the Future Generation Guide in 3.24.

### **Digital Inclusion**

3.25 Digital Inclusion is fundamental to the achievement of the Well-being Goals and the Welsh Government published Delivering Digital Inclusion: A Strategic Framework for Wales (March 2016) to provide strategic leadership to the Welsh Public Sector in tackling digital exclusion:

[https://gov.wales/sites/default/files/publications/2019-05/digital-inclusion-framework\\_0.pdf](https://gov.wales/sites/default/files/publications/2019-05/digital-inclusion-framework_0.pdf)

3.26 The Supplier shall consider what additional benefits could be delivered under this agreement to meet the Welsh Ministers goal of reducing digital exclusion.

### **Prosperity for All**

3.27 The Welsh Government has developed a national strategy aimed at growing the Welsh economy and reducing inequality.

3.28 This is supported by the Economic Action Plan, for further information please visit:

<https://gov.wales/prosperity-all-economic-action-plan>

### **Foundational Economy**

3.29 The Welsh Government are committed to supporting and developing the foundational economy, including looking at social value in public procurement, for further information please visit:

[https://businesswales.gov.wales/foundational-economy?\\_ga=2.202790481.1572429486.1607607987-2089911240.1562834698](https://businesswales.gov.wales/foundational-economy?_ga=2.202790481.1572429486.1607607987-2089911240.1562834698)

### **Decarbonisation**

3.30 Decarbonisation is a central pillar to the Economic Action Plan and the Welsh Government published “Wales’ commitment to tackling climate change” in March 2019:

[https://gov.wales/sites/default/files/publications/2019-06/low-carbon-delivery-plan\\_1.pdf](https://gov.wales/sites/default/files/publications/2019-06/low-carbon-delivery-plan_1.pdf)

- 3.31 Procurement was recognised as a means of drive emission reductions, with Natural Resources Wales estimating 60% of carbon emissions were the result of goods and services, whilst the NHS in Wales estimated 49% of emissions were connected to procurement activities.
- 3.32 The Supplier shall be required to provide Products and Services through the Agreement in a manner that minimises carbon emissions, contributing towards and supporting the Welsh Ministers goal of the Welsh Public Sector becoming carbon neutral by 2030.

### **Environmental Impact**

- 3.33 NPS recognises that delivery of the Products under this Agreement impacts the level of carbon emissions in Wales. NPS is therefore keen to mitigate these impacts as much as possible and expects the successful Supplier(s) to be proactive in this regard. For example, in providing data on embodied carbon impacts of items, anticipated product lifetimes and disposal options (where requested by the Customer).
- 3.34 Suppliers will be required to comply with, and implement, any customer requirements to reuse and/or recycle returned items. This may include the operation of an exchange programme for receipt of used and/or damaged items before the supply of new items.
- 3.35 Items supplied should conform as a minimum with the UK Government buying standards requirements for office ICT equipment.  
<https://www.gov.uk/government/publications/sustainable-procurement-the-gbs-for-office-ict-equipment>
- 3.36 The Supplier shall be certified either under ISO14001, Eco-Management and Audit Scheme (EMAS) or equivalent nationally recognised scheme.
- 3.37 The Supplier shall be compliant with all current relevant legislation and ensure compliance with developing legislation. This shall include:
  - (a) Registration of the use of Certain Hazardous Substances in Electrical and Electronic Equipment Regulations (Restriction of Hazardous Substances (RoHS) 1st July 2006;
  - (b) Products supplied under this agreement shall meet applicable eco-labels where applicable;
  - (c) Directive 2002/96/EC on Waste Electrical and Electronic Equipment (or equivalent);and
  - (d) Directive 2002/95/EC on the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (or equivalent).
- 3.38 Relevant information (e.g. test reports, certificates etc.) may be requested to demonstrate compliance with these requirements.

- 3.39 The Supplier shall, in addition to complying with the Standards as outlined above, comply with the Customers' standards as set out in the call-off Agreement.
- 3.40 The Supplier shall comply with future Welsh Ministers requirements, standards and any Standing Instructions issued by the Welsh Ministers in accordance with any Welsh Ministers guidance issued during the Framework Period and as developed and updated, from time to time.

### **Packaging**

- 3.41 The Supplier shall comply with the Packaging Waste: Producer Responsibilities Scheme, where applicable.  
<https://www.gov.uk/guidance/packaging-producer-responsibilities>
- 3.42 The Supplier shall ensure that products supplied under this Agreement are packaged using the minimum amount of packaging required for safe delivery of the products.
- 3.43 Packing used in the provision of Products through this Agreement shall be either recyclable or re-usable.

### **The Code of Practice: Ethical Employment in Supply Chains**

- 3.44 This Code of Practice commits public, private and third sector organisations to a set of actions that tackle illegal and unfair employment practices. The supporting guides contain tools and advice to help put the commitments into practice.
- 3.45 All organisations that receive funding from Welsh Government, either directly or via grants or contracts, will be expected to sign up to the code. Other organisations in Wales are encouraged to sign up.
- 3.46 Further information is available via:  
<http://gov.wales/topics/improvingervices/bettervfm/code-of-practice/?lang=en>
- 3.47 The Supplier shall ensure that they and their supply chain comply with the Modern Day Slavery Act (2015):  
<http://www.legislation.gov.uk/ukpga/2015/30/contents/enacted>
- 3.48 The Supplier shall ensure that their supply chain adheres to the International Labour Organisations (ILO) four fundamental principles and rights at work:  
<http://www.ilo.org/declaration/principles/freedomofassociation/lang-en/index.htm#>

### **Fair Payment**

- 3.49 Where the Products and/ or Services are being provided by a Sub-contractor, the Supplier shall pay Sub-contractor within 30 days of the receipt of a valid invoice.
- 3.50 The Supplier is encouraged to sign up to the Prompt Payment Code:  
<http://www.promptpaymentcode.org.uk>.

### **Living Wage**

- 3.51 The Supplier must to the extent permitted by law ensure that it shall pay all Employees, providing direct services through the Agreement, aged 18 or over not less than the Living Wage.

- 3.52 The Supplier shall ensure to the extent permitted by law that any of its Sub-contractors which supply a sub-contracted Eligible Employee adopt the measures set out in above paragraph, in relation to such individuals.
- 3.53 The Supplier must provide to the Customer on request any information requested by the Customer to enable the Customer to satisfy itself that the Supplier is complying with the requirements relating to the living wage.
- 3.54 Further information on the living wage is available:  
<https://www.livingwage.org.uk/>

### **Zero Hour Contracts**

- 3.55 Zero hour contracts are not defined in legislation but generally and for the purposes of this Agreement the term means a contract between an employer and employee which means the employer is not obliged to provide the employee with any minimum working hours, and the worker is not obliged to accept any of the hours offered.
- 3.56 Employees employed on a zero hours contract basis have the same employment rights as regular workers around annual leave, minimum wage and payment for work related travel time, however, they may have breaks in their contracts which affect the rights they accrue over time.
- 3.57 No Customer has made a commitment to either using or not using zero hour contracts for a basis of employment. However, tenderers should be aware that some call offs may stipulate that zero hours contracts must not be used.
- 3.58 The NPS will not be evaluating tenderers on whether they employ on zero hour contract basis or not.

### **Community Benefits**

- 3.59 Sustainable development means ensuring that our actions contribute in the round to social, economic and environmental well-being now and in the future; improving the environment, building stronger communities, reducing social exclusion and poverty and encouraging the development of the economy.
- 3.60 The Welsh Ministers' commitment to deliver 'community benefit' outcomes from our procurement activity is designed to ensure that wider social and economic issues are taken into account when spending public money. The intention is to achieve the very best value for money in the widest sense.
- 3.61 At award of contract, the Supplier shall work with the NPS and Customers to maximise the community benefits delivered through the contract. This will include:
- (a) Considering the opportunities to recruit and train economically inactive persons, as part of the workforce during the life of the Agreement;
  - (b) Maximise supply chain opportunities for SMEs:
    - (i) By opening up opportunities for SMEs, including social enterprises, to bid for 2nd and 3rd tier supply chain opportunities arising from this Agreement;
    - (ii) through advertising sub-contracting opportunities on sell2wales (tier 1 supply chain).

Other benefits:

- 3.62 Supplier(s) will be encouraged to secure other positive outcomes that would benefit the community they operate within, for example:
- (a) Working with local schools and colleges to provide work experience opportunities and work placements; support for careers days, etc; or
  - (b) Contributing to community regeneration schemes.

## **4 General Requirements**

### **Account Management**

- 4.1 The Supplier shall provide a named Customer Account Manager to each Customer.
- 4.2 Regular account meetings will be held between the Customer Account Manager and Customer as agreed in the Call-off Agreement, with an expectation that these would be a minimum of quarterly per contract year. The meetings will consider but not be limited to:
- (a) Performance of contract;
  - (b) Upcoming requirements;
  - (c) Technology developments/ road maps; and
  - (d) Key Performance Indicators.
- 4.3 Suppliers shall provide Customers with Management Information in a monthly report to be agreed and defined at the call-off stage, this shall include but not be limited to:
- (a) Monthly volume by product;
  - (b) Usage by Mono and Colour;
  - (c) Usage by paper size;
  - (d) Total monthly volume;
  - (e) Total service calls;
  - (f) Service call per machine;
  - (g) Average response times;
  - (h) Response time by machine;
  - (i) Percentage of first time fix – by model;
  - (j) Actual time to repair by model;
  - (k) Percentage Up Time by model; and
  - (l) WEEE – details of equipment repatriated/to be repatriated.
- 4.4 Suppliers shall provide periodic reports, the timing of which to be agreed with the Customer, relating to:
- (a) Financial savings achieved;
  - (b) Further achievable efficiencies; and

(c) Environmental performance and efficiencies.

- 4.5 The Supplier shall provide technology roadmaps to Customers and shall provide advice and guidance on avoidance of End of Life (EOL) issues, particularly for extended call-offs where EOL issues may impact on product roll-outs or other issues.
- 4.6 The Supplier will advise Customers of any market developments, events and/or issues that will have an impact on the costs of the Products and Services to be provided under the Framework Agreement through routine contract management channels. More urgent developments will require immediate communication.

### **Customer Support**

- 4.7 For avoidance of doubt this section refers to the level of Customer service to be provided by the supplier to include but not be limited to;
- (a) Ordering mechanisms;
  - (b) Registering and resolving issues/ complaints;
  - (c) Expedition of orders; or
  - (d) Requests for quotations
- 4.8 The Supplier shall provide a staffed telephone line, in order to allow Customers to place orders, request quotes or log service requests.
- 4.9 The staffed telephone line shall be available Monday – Friday, 9am – 5.00pm, excluding bank holidays. By exception.
- 4.10 The Supplier shall provide a facility to log issues electronically, which must be available 24/7. The Supplier shall respond to electronic queries within 3 hours where the message is sent between 8:00am - 2:00pm Monday to Friday.
- 4.11 In the event Customers submit the query after 2:00pm the Supplier shall respond by 10am the next working day.
- 4.12 The Supplier shall have in place processes for rapid resolution of invoicing queries with defined acknowledgment times and resolution timescales inline with the predefined service levels at the Framework level. These service levels may differ at call off stage and will be, as agreed with Customers.

### **Complaints Handling**

- 4.13 Complaints which are not resolved by operation of the Supplier's usual complaints handling procedure, within five (5) Working Days of becoming aware of that Complaint the Supplier shall submit a plan to the Customer detailing how they intend to resolve the complaint.
- 4.14 Without prejudice to any obligation of the Supplier to take remedial action under the provisions of the Agreement and/or a Call-off Contract, the Supplier shall use its best endeavours to resolve the complaint within ten (10) Working Days and in so doing, shall deal with the complaint fully, expeditiously and fairly.
- 4.15 Within two (2) Working Days of a request by the Welsh Ministers, the Supplier shall provide full details of a complaint to the Welsh Ministers, including details of steps taken to achieve its resolution.

### **Pre-Sales Advice**

- 4.16 The Supplier shall provide pre-sales advice; where appropriate, taking into consideration the Customers existing print estate, infrastructure, legacy products and the Customers ongoing and future print strategy.

### **e-Procurement Capability**

- 4.17 A number of bodies within the Welsh Public Sector use e-Procurement tools, including but not limited to:
- (a) eTradingWales (Jagger);
  - (b) Proactis;
  - (c) Sell2Wales; and
  - (d) Procserve.
- 4.18 Consequently, one or more organisations procuring through this agreement will require suppliers to be capable of conducting business electronically.
- 4.19 The Supplier shall ensure that they are able to transact with Customer using the chosen eProcurement tool.

### **Further Competitions**

- 4.20 Where Customers are unable to make a direct award using the catalogue, the Customer shall undertake a further competition, depending on the complexity of the requirement this may take the form of:
- (a) a simple request for quote for a commodity purchase; or
  - (b) a detailed further competition, typically for a range of goods and services or a solution.
- 4.21 Customers shall submit a request for quotation through various means, including but not limited to:
- (a) E-mail;
  - (b) Telephone enquiries;
  - (c) Sell2Wales quick quote;
  - (d) Jagger eTenderWales site; or
  - (e) Procserve quick quote.
- 4.22 Suppliers shall endeavour to ensure Quotes are valid for three (3) months, and shall ensure all quotes are valid for at least one (1) month from a Further Competition tender closing date.
- 4.23 Suppliers shall respond to commodity only requests for quotes within 5 working days, of receiving the request.
- 4.24 The Customer will stipulate the time frames applicable for more complex requests.
- 4.25 Suppliers shall respond to all requests for quotations and Further Competitions. In the event the Supplier intends not to submit a quote the Supplier shall notify the Customer:

- (a) of the reason why they are declining to bid for the further competition; and
  - (b) within the timescales stipulated.
- 4.26 As part of the KPI reporting process Suppliers shall be required to report against all instances:
  - (a) where a quotation is declined and the rationale for declining to quote; and
  - (b) the Supplier failed to respond to a request for quote.

### **Minimum Order Quantity**

- 4.27 The Supplier should note that there will be no minimum order quantity for any Call-off agreement.

### **Supply Chain Management**

- 4.28 The Supplier shall ensure their supply chain offers value for money. Where value added services could be improved by working with/sourcing from Small and Medium Enterprises (SMEs) this should be done at a second tier level.
- 4.29 The Supplier shall have robust procedures in place to ensure supply chain risk is managed effectively.

### **Delivery**

- 4.30 The Welsh Ministers are committed to promoting sustainable procurement in the public sector in Wales and recognises that delivery of the Products under this Agreement impacts the level of carbon emissions in Wales. Therefore, in order to mitigate such environmental impacts the Supplier shall be pro-active in this regard, in considering:
  - (a) if consolidated deliveries can be offered to help reduce CO2 emissions.
  - (b) whether sub-contractors vehicles:
    - (i) hold a 'Reduced Pollution Certificate' issued by the Vehicle and Operator Services Agency (VOSA) or equivalent; and
    - (ii) whether vehicles are fitted with integrated travel software systems and what procedures are in place to ensure appropriately sized delivery vehicles are used under the Agreement; and
  - (c) the ways in which you/your sub-contractors plan to mitigate the impacts of this Agreement on the environment/economy throughout its duration.

### **Invoicing**

- 4.31 Invoices may be paper based or electronic. The reduction of process costs through the use of appropriate technology is important. Customers will decide whether they wish to use online/electronic invoicing systems. Invoices must meet the authorisation and audit requirements of the Customers.
- 4.32 As a minimum, invoices will provide (where applicable):
  - (a) NPS Agreement number

- (b) Customer Reference Number;
- (c) Purchase Order Number;
- (d) Short Description;
- (e) Any Manufacturers Part Number;
- (f) Serial Number;
- (g) Internal Customer departmental split;
- (h) Charging unit;
- (i) Charge quantity;
- (j) Delivery Charges;
- (k) Additional Services;
- (l) VAT;
- (m) Supplier Address; and
- (n) Total charge including VAT.

4.33 Itemised invoicing, showing the apportionment of costs incurred by specific internal cost centres shall be provided by the Supplier if required by Customers.

4.34 The Supplier shall provide a break down of all costs as required by individual Customers.

4.35 The Supplier will adopt alternative approaches to paying for Services if better value for money can be demonstrated by new methods that are compatible with the Customers systems, i.e. consolidated invoices.

4.36 A Customer may request extra detail to appear on each invoice. It is critical that each invoice makes clear what has been charged and why, and that its format facilitates checking, approval and audit.

4.37 Credit notes must be issued within five (5) working days of an identified discrepancy.

4.38 Copy invoices shall be issued within five (5) working days of a request being made.

4.39 It is anticipated that these documents will be required in electronic format; however this should be confirmed with each Customer as part of the account opening procedure.

### **Sample/Trial Equipment**

4.40 Samples will not be sought during the tender process for the Framework Agreement.

4.41 Suppliers may (at their own cost and expense) be requested to provide samples of a defined list of products for hardware evaluation as part of a collaborative or non-collaborative further competition. The hardware may be subject to a pass/fail and may result in Suppliers not proceeding to evaluation if the equipment fails to meet stipulated standards.

4.42 Samples should not be sent until specifically requested by a Customer. Delivery details will be provided at the time of the request.

4.43 All subsequent deliveries of the Products shall be equal in quality or better than the approved samples.

#### **Return of toner containers**

4.44 Toner containers supplied under this Agreement shall be capable of re-use.

4.45 The Supplier shall provide a free of charge collection and return service for all containers supplied under this Agreement. The service will similarly apply to:

- (a) waste toner;
- (b) developer liquids / powder;
- (c) replaceable units such as fuser or developer; and
- (d) broken parts and packaging.

4.46 The Supplier shall provide suitably sized containers to deposit used toner containers for collection, upon request by a Customer.

#### **Defective on Arrival (DOA)**

4.47 The Supplier shall have in place a robust process for handling and replacing Defective On Installation/ Defective on Arrival issues. The process should include communication channels and the escalation process of any disputes/ complaints.

4.48 Customers shall notify the Supplier on inspection and/ or within 28 days of receipt of delivery, unless otherwise agreed.

4.49 The Supplier shall collect DOA products at no additional cost.

4.50 The Supplier shall agree with the Customer delivery times for the replacement equipment at no additional cost to the Customer.

4.51 In the event the replacement Products are not available within an acceptable timeframe for the Customer, it will be the Customers sole discretion to cancel the order and purchase replacement equipment from an alternative source.

4.52 The Supplier retains responsibility for providing replacement Products on a like-for like basis. In the event the Products are no longer available the replacement Products shall meet or exceed the specification of the original Products ordered.

*The escalation process is set out in the Framework Terms and Conditions*

#### **Security**

4.53 Customers will have varying ICT security policies. Where requested in the Order Form, the Supplier shall comply with the Customers ICT Security Policy. In the event the Supplier is unable to do so it is at the Customer discretion to terminate the Call-Off Contract.

4.54 Individual Customer security requirements will be specified at the Call-Off Stage.

4.55 The Supplier will ensure that confidential information is not disclosed inappropriately as a result of any of its acts or omissions, in accordance with all relevant legislation.

#### **Personnel Security**

- 4.56 Supplier personnel shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.
- 4.57 The Supplier shall agree on a case-by-case basis Supplier personnel roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Customer Data.
- 4.58 The Supplier shall prevent Supplier Personnel who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Customer Data except where agreed with the Customer in writing.
- 4.59 The Supplier shall ensure that appropriate checks have been undertaken through the Disclosure and Barring Service for any personnel that are likely to come into contact with children, young people or vulnerable adults during the course of this contract (NB DBS checks are not required for persons with access to information as opposed to face to face contact]. Evidence that these checks have been performed should be presented to the Customer upon request.

### **Standards**

- 4.60 The Supplier shall at all times during the Framework Period and the term of any Call-off Agreement comply with the Standards outlined in:
- (a) this Schedule 2, of the Framework Agreement; and
  - (b) the Call-off Contract and Schedules.
- 4.61 Where stipulated standards have been replaced by subsequent versions, the Suppliers shall comply with the most recent version.

### **Technical Expertise**

- 4.62 All services shall be performed by suitably qualified and experienced personnel that have received appropriate training. In all circumstances staff employed or contracted by the Supplier shall be fully knowledgeable and skilled in the service they are providing, and to apply both knowledge and skill with care and diligence in performing their service.
- 4.63 The Supplier shall have capability and capacity to, where required, provide pre- and post-sales technical advice and support to Customers to ensure they purchase the most appropriate goods and services to meet their requirements.
- 4.64 The Supplier shall comply with all standards set out by the manufacturer of the Products that are being supplied through the Agreement. Pre-sales support and guidance for specification clarification will be at no additional cost to the Customer.
- 4.65 The Supplier shall ensure that staff providing support and advice hold and maintain an appropriate level of technical expertise through:
- (a) Recruitment and vetting of new staff;
  - (b) Supply partner training and accreditation; and
  - (c) Ongoing training and development.

- 4.66 The Supplier shall ensure all sub-contractors possess suitable technical expertise for the work being undertaken and the Supplier shall be responsible for the standard of the services provided by a sub-contractor.

## **5 Lot 1 MFDs and Document Solutions**

- 5.1 Due to the diverse nature of the Customer base the Supplier shall be required to provide the following Products/services:
- (a) The Supply of a range of Multi-Functional Devices (MFD);
  - (b) Consumables;
  - (c) Support and Maintenance, including a range of enhanced warranty packages;
  - (d) Pre-Sales Services, including site surveys and print audits;
  - (e) A range of associated software products;
  - (f) A range of finance options and pricing plans; and
  - (g) Consumables, including drums, toner cartridges and staples.
- 5.2 The Supplier is able to sub-contract services, where elements of the services are sub-contracted:
- (a) the appointed Supplier shall be responsible for all Customer and Framework activities, including ensuring subcontractors hold all relevant accreditations and complete works to the relevant standards; and
  - (b) the Customer at its sole discretion may deny the appointment of a sub-contractor and require an alternative sub-contractor to be appointed

### **Hardware**

- 5.3 The Supplier shall provide hardware including, but not limited to:
- (a) Multi-Functional Devices, including the following functions:
    - (i) Printing;
    - (ii) Photocopying;
    - (iii) Scanning;
    - (iv) Faxing; and
    - (v) E-mail
  - (b) Single function devices;
  - (c) High volume print room equipment;
  - (d) A range of print speeds & duty cycles;
  - (e) Authentication Card Reader;
  - (f) USB Ports;
  - (g) Mobility Printing;

- (h) Mono and colour equipment;
- (i) A3 & A4 machines;
- (j) Auto Document Feeder (ADF) kits; and
- (k) Consumables, including;
  - (i) Drums;
  - (ii) Fusers
  - (iii) Maintenance kits
  - (iv) Cartridges; and
  - (v) Staples.

5.4 Suppliers shall be able to provide MFD equipment with a range of features, including, but not limited to:

- (a) Duplex copying;
- (b) Document feeder;
- (c) Editing (for scanned documents);
- (d) Digital Copier Interface;
- (e) Full-bleed printing;
- (f) Electronic fault reporting;
- (g) Automated service request on fault identification;
- (h) Wireless connection options; and
- (i) Sorter/ Stapler/ 3 hole puncher
- (j) Booklet Maker.

5.5 The Supplier shall provide a range of equipment:

- (a) that are able to sit on a variety of Customer networks;
- (b) that will facilitate Customer Bring Your Own Device (BYOD) policies through interoperable with a range of end user devices operating systems, including:
  - (i) Windows;
  - (ii) iOS; and
  - (iii) Android;
- (c) covering a variety of print speeds and duty cycles; and
- (d) that are able to handle a variety of paper GSM weights, including 100% recycled paper and acetates.

### **Print and Document Solutions**

5.6 The Supplier shall provide a range of Print and Document Solutions, including but not limited to:

- (a) Cloud hosted print solutions;

- (b) Hybrid managed print estates, comprising of single function and multi-function machines;
- (c) Document workflow & automation;
- (d) Managed document solutions; and
- (e) Hybrid Mail Solutions.

### **Software**

- 5.7 The Supplier shall provide a range of proprietary and non-proprietary software products, including, but not limited to:
- (a) print management software;
  - (b) mobile print software;
  - (c) e-maintenance;
  - (d) management information and accounting software
  - (e) push and pull printing software; and
  - (f) print optimisation software.
- 5.8 Customers shall retain the rights of use of products purchased throughout the lifetime of the licence.
- 5.9 Software supplied will include installation, software updates and security patches included in the price quoted, unless otherwise agreed with the Customer at the further competition stage.
- 5.10 The Supplier shall be responsible for the provision of training and shall specify the minimum training requirements to the Customer.
- 5.11 Data centres used to store or process Customer data shall be located within the European Economic Area (EEA), unless otherwise agreed by the Customer, for avoidance of doubt this includes; Software as a Service (SaaS), Platform as a Service (PaaS) and applications held in the cloud.

### **Associated Products and Services**

- 5.12 The Supplier shall provide a range of value-added services including, but not limited to, those detailed below:
- (a) Training, both onsite, e-training and training collateral;
  - (b) Audit services; and
  - (c) Large volume, print room equipment and associated services.

### **Hardware Standards**

- 5.13 The Supplier shall comply with those BS or other standards relevant to the provision of the Services, including the following or their equivalents:
- (a) any new hardware required for the delivery of the Services (including printers), shall conform to BS EN 60950-1:2006 or subsequent replacements. In considering where to site any such hardware, the Supplier shall consider the future working user environment and shall position the hardware sympathetically, wherever possible;

- (b) any new apparatus for connection to any telecommunication network, and required for the delivery of the Services, shall conform to the following safety Standard: BS EN 41003:2009 or any subsequent replacements.

5.14 Where required to do so as part of the Services, the Supplier shall perform electrical safety checks in relation to all equipment supplied under this Agreement in accordance with the relevant health and safety regulations.

### **Warranty**

5.15 Where Customers are purchasing equipment, Suppliers shall be able to provide a range of warranty packages.

5.16 Unless otherwise agreed with the Customer the warranty will be between the Customer and the Original Equipment Manufacturer (OEM).

5.17 In the event the warranty call is not resolved within 90 days the Supplier, at the sole discretion of the Customer, shall provide:

- (a) a full refund; or
- (b) replacement Products which shall meet or exceed the specification of the original Products ordered.

5.18 The Supplier shall offer a range of warranties, subject to Customer requirements, including extended product warranties with processes in place to perform repairs under warranty and to expedite product returns and/or replacement.

### **Environmental**

5.19 All products supplied under this Agreement shall be Energy Star (or equivalent) certified, unless otherwise agreed upon with the Customer at the call-off stage.

5.20 Suppliers shall provide a range of environmental products aimed at reducing the Customers carbon footprint, such as:

- (a) recycled products;
- (b) products designed to reduce waste;
- (c) products designed to minimise energy consumption.

### **Security**

5.21 Supplier shall provide a range of security features including, but not limited to:

- (a) Removable hard drives;
- (b) User authentication (via user card, pin number or biometrics);
- (c) Data encryption (data standards to be agreed at call-off).

5.22 The Supplier shall be certified under the Cyber Essentials scheme, or shall become Cyber Essential certified within 3 months of the awarded of the Framework Agreement, further information available via:

<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

5.23 The Supplier shall ensure that security issues are considered in the supply of Products and/ or Services throughout the lifetime of this Agreement and any subsequent Call-off contracts, including, but not limited to:

- (a) print infrastructure;
- (b) device and estate (including existing equipment) management; and
- (c) ongoing security challenges.

### **Security Architectures**

5.24 The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Customer Information.

5.25 When designing and configuring the IT Environment (to the extent that the IT Environment is within the control of the Supplier) the Supplier shall:

- (a) follow Good Industry Practice: and
- (b) seek guidance from recognised security professionals with the appropriate skills and/or a CIESG Certified Professional certification for all bespoke or complex components of the Supplier Solution.

### **Pre-Sales Advice**

5.26 The Supplier shall provide pre-sales advice ensuring consideration is given to the Customers:

- (a) Current requirement based on:
  - (i) Usage;
  - (ii) Existing estate; and
  - (iii) budget;
- (b) Strategic direction, including:
  - (i) Environmental issues;
  - (ii) Reducing print usage; and
  - (iii) Harmonising print estates.

5.27 The Supplier shall ensure that the advice provided is in the Customer interest.

5.28 Pre-Sales advice shall be at no additional expense to the Customer.

### **Site Surveys**

5.29 All site surveys will be undertaken by suitably experienced and qualified personnel, possessing suitable expertise.

5.30 The Supplier shall undertake a site survey upon request by the Customer.

5.31 All site surveys will be free of charge and all intellectual property rights arising from the survey shall reside with the Customer.

5.32 The timescales for the site survey will be agreed with the Customers at the call-off stage.

- 5.33 The Supplier shall submit the itemised quote within 5 days of the site survey being completed, unless otherwise agreed at the call-off.
- 5.34 The nature of the site survey shall depend on the complexity and scale of the call-off contract:
- (a) Low value/ Simple call-offs will require a basic survey and will consist of:
    - (i) A brief survey (approximately 1 day); and
    - (ii) A brief written report.
  - (b) High value/ Complex call-offs will require a more detailed survey and will consist of:
    - (i) A review of the existing print estate, usage levels and IT infrastructure;
    - (ii) A print audit, to establish a baseline of current usage; and
    - (iii) A detailed report and the option of a presentation, detailing:
      - (A) Total Cost of Ownership (TCO);
      - (B) Savings Potential, including targets;
      - (C) Environmental Benefits ; and
      - (D) Implementation Plan

### **Delivery**

- 5.35 Delivery lead times shall be agreed with the Customer prior to the order being placed.
- 5.36 In the event the Supplier is unable to meet the required timescales the Supplier shall notify the Customer within 48 hours of the order being placed.
- 5.37 In the event the lead times cannot be met, it will be at the Customers sole discretion to cancel the order and obtain the Products and Services from an alternative source.
- 5.38 Delivery shall be completed at a time of the Customers convenience and is to be confirmed with the Customer.
- 5.39 Deliveries shall be made to the location stipulated by the Customer.
- 5.40 The Supplier shall ensure that the delivery is undertaken using:
- (a) suitable transportation;
  - (b) adequately equipped; and
  - (c) number of personnel;
- ensuring Health and Safety considerations for Supplier staff and Customer organisations are of a paramount consideration when delivering equipment to Customer locations.
- 5.41 The Supplier shall remove all packaging used in the delivery of the equipment, ensuring all relevant documents, including the manual is retained by the Customer.

- 5.42 The Supplier shall ensure that upon completion of delivery and installation unless otherwise agreed with the Customer, products will be unpacked, primed and configured to ensure:
- (a) the environmental impact is considered; and
  - (b) security functions are operational.
- 5.43 In instances where products are purchased on a commodity basis with no wrap around services, the products shall be delivered complete, including all associated components, such as power cables and user manuals.
- 5.44 The Supplier shall include the cost of delivery and installation in any further-competitions, the Customer may require the delivery element to be invoiced as a separate line item.

### **Consultancy Services**

- 5.45 The Supplier shall be required to provide print consultancy services outside of the free of charge Pre-Sales Advice.
- 5.46 Consultancy Services shall be charged at the rate stipulated in the Commercial envelope of the Suppliers Tender response.

### **Training**

- 5.47 The Supplier shall provide free of charge training proportionate to the value and complexity of the Customers requirement, for example:
- (a) For estate refresh the Supplier shall provide an on-site training session within 3 working days of installation of equipment; or
  - (b) For commodity purchases the Supplier shall provide training collateral as detailed below.
- 5.48 The Supplier shall ensure ongoing training requirements are met through the provision of:
- (a) e-Training packages; and/ or
  - (b) product training collateral.
- 5.49 The Supplier shall provide training suitable to a diverse range of Customers and End Users, including but not limited to:
- (a) IT professionals & technical staff;
  - (b) Non-technical end users; and
  - (c) Students, including schools.

### **Meter Readings**

- 5.50 Where meter readings are required the Supplier shall offer the Customer a variety of options, including, but not limited to:
- (a) Web portal submissions;
  - (b) E-mail submissions;
  - (c) Direct access for the Supplier to pull the reading;

- (d) On-site;
- (e) Monthly readings; and
- (f) Quarterly readings.

### **Additional Services**

5.51 The Supplier shall be able to provide a range of additional services, including but not limited to:

- (a) Provision of on-site technician;
- (b) Cloud based services;
- (c) Existing print estate and usage audit;
- (d) Asset Management (including third party assets);
- (e) Hardware installation and moves;
- (f) Print management services and software;
- (g) Machine moves (including within lease period);
- (h) Consumables supply and management; and
- (i) Secure asset disposal.

5.52 For the avoidance of doubt, the above services shall not constitute a fully outsourced managed service.

5.53 Additional services may be delivered through subcontracting arrangements, however:

- (a) At the call-off stage the Supplier shall notify the Customer:
  - (i) That they intend to use a sub-contractor for an element of the service provision; and
  - (ii) Which sub-contractor the Supplier intends to use;
- (b) The Supplier shall remain responsible for all elements of the Service; and
- (c) The Customer at its sole discretion may prohibit the appointment of:
  - (i) A specific sub-contractor; or
  - (ii) The use of sub-contractors in the provision of the Products or services.

### **Technical Expertise**

5.54 The Supplier shall ensure they and their representatives have an appropriate level of expertise and knowledge for all equipment being supplied through this Agreement, in order to provide the Customer advice in all aspects of the Products and Services being provided.

5.55 The Supplier shall have capability and expertise in any additional services and software being supplied through this Agreement.

- 5.56 Where new products are integrated into existing infrastructure/ estate the Supplier must provide advice and support to enable each Customer to maximise the investment made in existing equipment. This may include re-install and re-configuration of existing equipment.
- 5.57 Where the Supplier is delivering services on behalf of a supply partner the Supplier shall ensure that they hold relevant accreditations.
- 5.58 In the event a Supplier is providing Servicing and Maintenance services the Supplier shall ensure that they hold relevant accreditations and work undertaken does not compromise the manufacturer warranty.
- 5.59 In the event the Supplier intends to utilise the services of a Third Party to undertake any services, the Supplier shall notify the Customer and it shall be at the Customers sole discretion to decline the use of the said Third Party for the required services.

### **Service Level**

- 5.60 Suppliers shall ensure that work is completed within the timescales as agreed at the point of call-off.
- 5.61 The Supplier shall make good at their own expense, any installations not compliant with the Customers requirement as specified at the time of call-off.
- 5.62 The Supplier shall ensure the installation site is made good and clean by the installer on completion of work
- 5.63 Suppliers shall be required to undertake installation of Products outside of core office hours, including evenings, weekends and national holidays, where stipulated at Call-off.
- 5.64 Suppliers shall ensure an average service call response time of 4 hours for an individual call-off contract, unless otherwise agreed with the Customer.
- 5.65 Suppliers shall ensure a first time fix rate of a minimum of 95%, as measured over any quarterly period, unless otherwise agreed with the Customer at call-off stage.
- 5.66 The Supplier shall endeavour to remote fix the machine where possible.
- 5.67 Response time is the time from the Customer first placing a call, to the arrival on-site of an engineer at a specific machine.
- 5.68 There will be a maximum average response time of 4 working hours, measured over either a:
  - (a) Quarter; or
  - (b) Month.as per the Customers requirement.
- 5.69 The Average Up Time is the period of time the machine is available and shall be in excess of 95%, based on:
  - (a) A working week of Monday to Friday (excluding back holidays), 07:00 – 19:00; and
  - (b) Excluding scheduled maintenance work.

- 5.70 In the event a machine fails to meet the 'Average Up Time' on 3 occasions during a contract year, the Supplier shall provide a replacement machine of the same or higher specification at no additional charge to the Customer.
- 5.71 In the event a machine is unavailable for a period of 24 hours the Supplier shall provide a replacement machine of the same or higher specification, within 48 hours of receiving notification of the unavailability of the said machine, for:
- (a) The duration of the period the machine is unavailable; and
  - (b) At no additional cost to the Customer.

### **Exit Arrangements**

- 5.72 There will be no penalty for early termination applied to loss of expected page output volume, administration or collection charges.
- 5.73 The Supplier shall provide 6 months written notice to the Customer prior to the expiry of each lease agreement.
- 5.74 The Supplier shall remove all equipment associated with the call-off contract within 5 days of the expiry date, at no additional expense to the Customer, upon the request by the Customer.
- 5.75 The Customer will not be liable for any further charges after:
- (a) the expiry date of the Contract; and
  - (b) notification of the need for the Supplier to remove the equipment.
- 5.76 The Supplier shall remove products at the end of the agreement in adherence with current WEEE regulations.
- 5.77 The Supplier shall be required to provide secure disposal of networked devices and devices with internal memory, upon request and to the security requirements of the Customer.
- 5.78 The Supplier shall facilitate the Customer retention of the hard drives upon request by the Customer.
- 5.79 The Supplier shall provide disposal services with the option of the Customer retaining the hard drive upon request.

### **Prices**

- 5.80 Call-off prices shall be fixed for the duration of the call-off contract, unless otherwise agreed with the Customer at the call-off stage.
- 5.81 The price stated shall be the entire price payable by the Customer, including where required, but not limited to:
- (a) delivery and installation charges;
  - (b) removal of equipment;
  - (c) support and maintenance;
  - (d) consumables; and
  - (e) software requirements.

### **Rate Card**

- 5.82 The Supplier bidding for Lot 1 shall submit a rate card as part of the commercial section of the Tender exercise.
- 5.83 The rate card shall be applicable to all additional paid services purchased under this Agreement for the duration of the Agreement.
- 5.84 The rate card shall be based on a standard 8 hour working day.
- 5.85 In the event the Customer does not require the full day, the service charge will be adjusted on a pro-rata basis, for example:
- (a) A four hour requirement would equate to 50% of the working day; therefore
  - (b) The pro rata day rate would be 50% of the chargeable day rate.

### **Catalogues**

- 5.86 The catalogue shall be based on the commercial response for this tender.
- 5.87 Copy cost prices detailed in the catalogue shall include the cost of all services and maintenance costs not covered by capital purchase element.
- 5.88 Copy costs prices stated in the catalogue will be per side of paper and will not vary with page size, for example A4 or A3.
- 5.89 Products supplied under the catalogue shall include out of the box print management software.
- 5.90 Copy costs prices stated in the catalogue shall be fixed for the duration of any call-off contract, for the entire period, including any extended periods of the call-off contract.
- 5.91 The machines detailed in the catalogue shall include a residual value of:
- (a) 30% for a 3 year lease agreement;
  - (b) 20% for a 4 year lease agreement; and
  - (c) 10% for a 5 year lease agreement.
- 5.92 Catalogue items shall have a maximum delivery lead time of 15 working days unless otherwise agreed with the Customer.

### **Finance**

- 5.93 The Supplier shall provide a range of finance options, including but not limited to:
- (a) One-off purchase price for equipment;
  - (b) Lease Agreements (including second term leases):
  - (c) All in pay-per-click plans; and
  - (d) Buy-back Arrangements.
- 5.94 The Supplier shall ensure that all Total Cost of Ownership (TCO) factors are considered and the finance package recommended by the Supplier reflects the Customers requirements, taking into consideration the:
- (a) Volume;
  - (b) Print Requirements;

- (c) Support and maintenance;
  - (d) Consumables; and
  - (e) Disposal.
- 5.95 Leasing agreements undertaken as part of a call-off under this agreement shall comply with the IAS 17 standards (or subsequent versions), unless otherwise agreed with the Customer at the call-off stage.
- 5.96 Lease Agreements are to include a residual value between 10% – 30%, as agreed with the Customer at the call-off stage.
- 5.97 The Supplier shall be required to provide a range of leasing options for the duration of between 3 – 7 years. Customers may require alternative lease durations, including short-term leases.
- 5.98 Following the expiration of the initial lease period, Customers may opt to take out a secondary lease for the remaining equity on the existing equipment:
- (a) For a period of no more than 5 years;
  - (b) On the same rate basis, or less; and
  - (c) On the same pay-per-click plan, or less.
- 5.99 Suppliers shall provide co-terminus lease agreements with existing lease agreements, either with the Supplier or a third party, upon request of the Customer.
- 5.100 The lease will terminate at the end of the lease agreement period, and for the avoidance of doubt:
- (a) There is no termination notice required by either party; and
  - (b) Call-off contracts may exceed the duration of this Agreement.
- 5.101 Where a settlement charge is payable due to early termination of an agreement, this will be in accordance with the provisions as set out within the Lease Agreement.

## **6 Lot 2 Printer Consumables**

### **Scope**

- 6.1 Lot 2 of this Agreement will cover the supply of:
- (a) Original Printer Consumables (excluding paper);
  - (b) Remanufactured and Refilled Printer Ink and Toner Cartridges;
  - (c) Fax Consumables.
- 6.2 The types of printer for which consumables will be required for the purposes of this Tender include, but are not limited to:
- (a) inkjet printers;
  - (b) laser printers;
  - (c) multifunction (all-in-one) printers;
  - (d) dot-matrix printers;

- (e) fax machines; and
- (f) thermal printers used for example in cash registers.

6.3 The following definitions apply to this agreement:

- (a) Original Printer Consumables are the printer manufacturers branded products. Original printer consumables can also be identified as Original Equipment Manufacturer (OEM) products.
- (b) Original Printer Consumables comprise the ink and toner cartridges along with replacement drums, imaging units and maintenance kits available (dependant on the make and model of printer). Original Printer Consumables for the purposes of this Tender does not include paper.
- (c) Remanufactured Printer Cartridges are those products whereby the OEM printer cartridge is dismantled after the first use. Any worn or defective parts are replaced and the printer cartridge is cleaned then refilled with the relevant toner or ink.
- (d) Refilled Printer Cartridges are those products whereby the OEM printer cartridge remains intact with not parts requiring to be renewed and is refilled.

### **Catalogue**

- 6.4 The Welsh Ministers promotes the use of e-procurement tools through the eProcurement Services (ePS) arm of the Welsh Government. ePS provide a suite of e-procurement tools free of charge to the WPS, including the Basware powered xchangewales e-trading website.
- 6.5 The Supplier shall provide a Catalogue to be hosted on the xchangewales website, in order for Customers to make direct award, for commodity type purchasing.
- 6.6 Catalogues will be hosted in the secure login section of the eProcurement e-trading site (Basware marketplace). Suppliers shall ensure the catalogue is available to the Customer within 30 days of the contract being awarded.
- 6.7 The Supplier shall ensure that the catalogue is maintained and products advertised on the catalogue are available and at the stipulated price.
- 6.8 Catalogue pricing shall be inclusive of delivery and exclusive of Vat.
- 6.9 The catalogue pricing shall be subject to the Price Variation Clause as detailed in Framework Schedule 8.1 (Framework Charging Structure).
- 6.10 Catalogues will be populated using the core list of Products and services as detailed in the commercial envelope of this tender.
- 6.11 Suppliers shall be able to include additional non-core items in their catalogue, which shall not be scored during the Tender process.
- 6.12 The Supplier shall be required to work with Customers, including but not limited to the NHS in Wales, to implement a static catalogue:
  - (a) with fixed pricing for a minimum of 1 calendar month; and

- (b) in a format as detailed by the Customer, in order to facilitate ordering through the Customer ERP system.

### **Delivery**

- 6.13 Delivery lead times shall not exceed 48 hours, unless otherwise agreed with the Customer.
- 6.14 For avoidance of doubt 48 Hour delivery period:
  - (a) Includes the working week;
  - (b) Excludes non-working days, including:
    - (i) Weekends; and
    - (ii) Bank holidays.
  - (c) Where the 48 hour period expires on a non-working day, the delivery shall be completed by 11 am the following working day.
- 6.15 Delivery shall be completed at a time of the Customers convenience and is to be confirmed with the Customer at the time of the order.
- 6.16 Deliveries shall be made to the location stipulated by the Customer:
  - (a) to multiple site locations within an organisation (excluding deliveries to desk); and
  - (b) picked and labelled to the department ordering the goods.
- 6.17 Some of the other possible delivery arrangements may include but are not limited to:
  - (a) 24 hour delivery (next working day) of each individual Purchase Order received to a single delivery point.
  - (b) 24 hour (next working day) delivery to desk of each individual Purchase Order received.
  - (c) Weekly scheduled delivery to multiple site locations within an organisation.
  - (d) Fortnightly scheduled delivery to multiple site locations within an organisation.
  - (e) Monthly scheduled delivery, consolidating all Purchase Orders received to a central delivery point within an organisation.

### **Damage Due to Faults**

- 6.18 Any damage caused to the printing mechanism of the Customers printer equipment due to a fault with the Products supplied (for example a toner cartridge had leaked) the Supplier shall be required to reimburse the full amount (parts and labour) of the repair charge.
- 6.19 Warranties for remanufactured products shall include damage to equipment due to faults.

### **Availability of Products**

- 6.20 If any Product becomes unavailable during the length of the Agreement (e.g. through technology change or obsolescence), then the Supplier must make available a replacement item which provides at least equal or superior quality to the item being replaced at a cost not exceeding the price of the item being replaced within the Catalogue Core Products List.
- 6.21 Suppliers must take all reasonable steps to ensure that they are able to supply Core Products to meet all reasonable order demands. As a minimum 95% availability of Core Products should be met.

### **Material Safety Data Sheets**

- 6.22 The Supplier shall provide Material Safety Data Sheets upon request by the Customer.

### **Technical advice**

- 6.23 The Supplier shall provide impartial advice on the environmental, commercial and technical benefits of different solutions, including but not limited to:
- (a) Remanufactured products;
  - (b) OEM consumable products; and
  - (c) Third Party products.

### **Cartridges**

- 6.24 The Supplier shall provide the Customer with the page yield of cartridges supplied under this Agreement, upon request.
- 6.25 Printer cartridges supplied under this Agreement shall be tested in accordance with the respective ISO19752, ISO19798 and ISO24712 for the determination of cartridge page yield.
- 6.26 Cartridges supplied under this Agreement shall be capable of providing supplies status information, to include, but not be limited to:
- (a) Pages printed;
  - (b) Number of pages remaining;
  - (c) % remaining; and
  - (d) Supply low/ out notification.

### **Remanufactured and Refilled Cartridges**

- 6.27 The Supplier shall ensure that as a minimum remanufactured and refilled cartridges:
- (a) are of the same quality print as the equivalent original cartridge; and
  - (b) meet or exceed the page yield of the respective original manufactured cartridge page yield.
- 6.28 Remanufactured cartridges shall be Nordic Eco label certified or equivalent.

### **NHS Specific Requirements**

- 6.29 The NHS Wales Shared Services Partnership, Procurement Services intend to run a collaborative call-off on behalf of the following organisations:

- (a) Aneurin Bevan University Health Board
- (b) Betsi Cadwaladr University Health Board
- (c) Cardiff and Vale University Health Board
- (d) Cwm Taf Morgannwg University Health Board
- (e) Health Education and Improvement Wales (HEIW)
- (f) Hywel Dda University Health Board
- (g) Powys Teaching Health Board
- (h) Public Health Wales
- (i) Swansea Bay University Health Board
- (j) Velindre University NHS Trust
- (k) Welsh Ambulance Services NHS Trust

#### Delivery

- 6.30 The following Customers require delivery to desktop, this includes to individual wards on hospital sites:
- (a) Cardiff and Vale University Health Board
  - (b) Swansea Bay University Health Board

- 6.31 This option may be taken by other NHS Organisations throughout the Call-off Contract Period.

#### Collection of cartridges

- 6.32 The Supplier will be required to provide containers at central points for Customers to deposit used products.
- 6.33 Suppliers will be required to collect the containers at periods to be agreed with the Customer, ensuring the containers are not overfilled.

#### Catalogues

- 6.34 The Core Products list shall be supplied in excel format to enable the Customer to upload onto their ERP system.
- 6.35 The Supplier shall work with the Customer to explore alternative options in proving the catalogue, such as double punch-out to a web-based catalogue.

#### Priority Supplier Programme

- 6.36 The Supplier shall be required to state if they are willing to sign-up to the NHS Wales Shared Services Priority Supplier Programme.
- 6.37 The Priority Supplier Programme is a voluntary scheme and failure to agree to this will not preclude you from being considered for NHS Contracts, however it may be considered during the selection process.
- 6.38 For further information please visit:  
<https://nwssp.nhs.wales/ourservices/procurement-services/general-information/nhs-wales-priority-supplier-programme/how-it-works-suppliers/>