**NHS Forms, Print, Exemptions, Cards and EHIC (FPECE) User Guide**

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**Appendix 1**

Call-off terms

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Performance notification form

This user guide applies when the ordering organisation is registered to use the NHS FPECE, Xerox UK Ltd online ordering portal

**BACKGROUND**

* + - 1. The Authority is an Arm’s Length Body of the Department of Health and Social Care which provides business solutions to the wider NHS including the management of certain print requirements.
			2. The Authority has established a framework arrangement with the supplier for inter alia NHS Forms, Print, Exemptions, Cards and EHIC under which the Authority and ordering organisations are entitled to purchase products (the “framework”).
			3. An ordering organisation is an organisation which is authorised and granted access to the online ordering portal to purchase products.
			4. The supplier shall host an online ordering portal where ordering organisations and their authorised users can purchase products.
			5. The supplier is Xerox UK Ltd whose registered office is at Waterside, Oxford Road, Uxbridge, Middlesex, UB8 1HS and is a leading provider of managed print services.
			6. Operational service commencement is 1st July 2019
			7. Duration - 3 years initial duration from operational service commencement.
			8. Extension - 2 years (optional)
1. Definition
	1. The following terms and expressions shall have the meanings ascribed to them:

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| --- | --- |
| **“Authorised User”** | means any person registered with the Authority who is authorised to place orders via the online ordering portal by and on behalf of the Ordering Organisation; |
| **“Authority”** | means the NHS Business Services Authority; |
| **“Non Personalised Product”** | Means standard products which cannot be personalised or modified prior to printing  |
| **“Ordering Organisation”** | means the organisation entering into the call-off contract with the Supplier; |
| **“Personalised Product”** | means products which can be personalised or modified prior to printing; |
| **“Supplier”** | means Xerox UK Ltd (company number 00330754) |
|  |  |

1. Scope
	1. In consideration of the Authority granting the ordering organisation access (as an authorised user) to use the online ordering portal, the ordering organisation may enter into call-off contracts with the Supplier to purchase products.
	2. Those registered to access the portal will be an ordering organisations authorised user
	3. Products and catalogues
		1. The following catalogues and sub-catalogues will be available from the online ordering portal depending upon the access rights granted to the authorised user:
			1. Stock Secure Products
				1. English non personalised forms sub catalogue;
				2. English personalised forms sub catalogue;
				3. Welsh non personalised forms sub catalogue; and
				4. Welsh personalised forms sub catalogue;
			2. Stock Non Secure (National Products)
				1. English dental forms sub catalogue;
				2. English GMS forms sub catalogue;
				3. Mental Health Act forms sub catalogue;
				4. English optical forms sub catalogue;
				5. English other forms sub catalogue; and
				6. Welsh forms sub catalogue
			3. Stock Non Secure (Pension Employer Products)
			4. Stock Non Secure (Dental Processing Products)
			5. Stock Non Secure (Authority Products)
			6. Stock Help with Health Costs Forms
	4. Orders
		1. The supplier shall process orders for secure forms via the online ordering portal only and through no other ordering route.
		2. The supplier shall accept orders placed by authorised users and consolidate these for delivery to the relevant delivery address.
		3. The supplier shall provide an online delivery tracking facility to enable authorised users to check the progress of orders and deliveries placed using the online ordering portal.
	5. Contact Centre/Helpdesk
		1. The supplier shall provide a contact centre/helpdesk to deliver advice and assistance for authorised users in relation to all of the online catalogues displayed on the online ordering portal. The supplier shall make the contact centre/helpdesk facility available via telephone and email, and where appropriate via a feedback or comments section on the online ordering portal.
		2. The telephone system associated with this number uses a pushbutton system to direct callers to a line providing advice and assistance to authorised users and individuals who wish to be registered to become an authorised user.
	6. Distribution and delivery
		1. For orders placed via the online ordering portal the supplier shall ensure that:
			1. All orders placed via the online ordering portal shall be delivered within six working days following the day of receipt of the order;
			2. Authorised users agree to the call-off terms set out at Schedule 11 of the contract (and Appendix 1 of this user guide) prior to placing their order as well as the terms of this agreement;
			3. Where possible, all orders placed via the online ordering portal shall be consolidated; and
			4. The supplier shall provide a delivery note to accompany each delivery whether it is an individual or consolidated delivery.
		2. Where required the delivery vehicle shall have an appropriate method of unloading the consignment (e.g. tail lift). A secure distribution and delivery service must be used for all secure forms.
		3. A tracked distribution and delivery service must be used for all forms.
		4. Delivery packages must be sealed, not overfilled and not weigh more than 13kg.
		5. The supplier shall ensure that delivery packages are clearly labelled with the following information:
			1. product code;
			2. quantities of items per box;
			3. job number or box number (for traceability purposes);
			4. where appropriate, the serial numbers of the products;
			5. where appropriate, the use by date of the products;
			6. the supplier’s name;
			7. where appropriate, the name and code of prescriber(s) for whom prescription pads are intended;
			8. the name of the recipient;
			9. the delivery address selected by the authorised user at the time of order placement;
			10. package and label serial numbered products (product items FP10SS and WP10SS) with a bar code detailing the serial number range. Delivery notes accompanying such bar coded deliveries should also be barcoded in the same way.
		6. All deliveries must be signed as delivered by the delivery driver and the recipient at the delivery address.
		7. All recipient signatures are accompanied by the printed name and department of the recipient together with the date and time of delivery.
		8. For palletised deliveries, the supplier shall use Euro pallets.
		9. For palletised deliveries of secure products, the supplier shall ensure that the pallet is shrink wrapped with opaque pallet wrap so that the contents of the pallet are not visible.
		10. The supplier shall ensure that delivery vehicles have the following security features for secure forms only:
			1. Hard sided vehicles;
			2. Vehicles cannot be left unattended unless in an emergency situation and at all times the vehicle must be kept locked and secure;
			3. ID cards for all drivers; and
			4. Comprehensive item tracking with 100% audit trail of each consignment based on barcode scanning of the parcel or pallet label.
		11. If a delivery does not conform to the delivery requirements specified in this paragraph 1.6, the delivery may be rejected or accepted at the sole discretion of the recipient. If the delivery is rejected due to non-conformity, the supplier shall pay any additional costs incurred in handling and re-delivering the delivery.
	7. Returns
		1. From time to time ordering organisations may wish to return products to the supplier. These include products which:
			1. have not left the control of the suppliers delivery driver, for example deliveries that have been rejected by the recipient;
			2. are subject to a product or batch recall;
			3. are alleged to be defective;
			4. have been damaged in transit; and
			5. the supplier has been directed by the authority to return.
		2. Where the reason for the return is due to an act or omission of the supplier, the products shall be returned to the supplier in accordance with the relevant call-off terms at no extra cost.
		3. The supplier shall be able to offer an urgent/next day delivery as required by the authorised user
		4. The supplier shall not accept returns of any personalised products or secure forms ordered in error where such error is attributable to the authorised user and has not been contributed to by the supplier, and the supplier shall be entitled to invoice for such products in accordance with the relevant call-off terms.
		5. The supplier shall accept returns of any non-personalised products ordered in error where such error is attributable to the authorised user and has not been contributed to by the supplier, and the supplier shall be entitled to invoice for the return and re-stocking of the products.
2. Integrity of the framework and online ordering portal
	1. The ordering organisation shall not do anything to prejudice the integrity of the framework.
	2. The ordering organisation shall use best endeavours to protect the online ordering portal from viruses when being accessed and used by it and/or its authorised users.
	3. The ordering organisation shall use the online ordering portal for lawful and proper purposes only and shall, in any event, comply with all relevant laws, regulations and codes of practice within the UK and any other jurisdiction from which authorised users access the online ordering portal.
	4. In particular, the ordering organisation agrees that it will not:
		1. manipulate any information supplied on the online ordering portal in a manner that would lead to inaccurate, misleading or discriminating presentation of information being displayed;
		2. post, transmit or disseminate any information on or via the online ordering portal which is or may be harmful, obscene, defamatory or otherwise illegal;
		3. use the online ordering portal in a manner which causes or may cause an infringement of the rights of any other; and
		4. use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the online ordering portal, including uploading or making available files containing corrupt data or viruses via whatever means.
3. Call-off terms
	1. The ordering organisation acknowledges that all orders placed via the online ordering portal shall be made subject to the call-off terms (see Appendix 1), and create a direct contractual relationship between the supplier and the ordering organisation.
	2. Once an order has been fulfilled, the supplier is entitled to invoice the ordering organisation in accordance with the call-off terms.
	3. The Authority shall not be a party to, or have any liability under, any call-off contract entered into by the ordering organisation.
4. Role and responsibilities of the ordering organisation
	1. The ordering organisation shall be the legal entity that shall enter into any call-off contract with the supplier.
	2. The ordering organisation acknowledges that any order placed by an authorised user binds the ordering organisation to the same extent as if the order had been placed directly by the ordering organisation.
	3. The ordering organisation shall be responsible for any unauthorised, false or fraudulent access and use of the online ordering portal using one of its authorised users’ user ID and password.
	4. The ordering organisation shall immediately notify the authority of the existence of any issue(s) and/or disputes arising out of or relating to a call-off contract, including any decision by the ordering organisation to withhold payment via nhs.print@nhs.net.
	5. The ordering organisation agrees:
		1. to provide the Authority with all information it reasonably requires to allow it to review and effectively monitor the supplier’s approach to the provision of the products in a timely manner;
		2. to provide the Authority with all information it reasonably requires to allow it to effectively monitor and review the performance of the supplier against the performance indicators in a timely manner;
		3. to notify the Authority (as soon as possible using the form in Appendix 2) in the event that it comes to the ordering organisation’s attention that:
			1. any ordered product is not delivered to specification;
			2. the online ordering portal is unavailable and/or is not fully operational;
			3. any stock and non-stock secure forms order lines are not despatched within six working days of the order;
			4. any stock non secure order lines are not despatched within six working days of the order.
5. Role and responsibilities of the Authority
	1. The Authority shall not have any responsibility in relation to the fulfilment of any orders made by or on behalf of the ordering organisation.
	2. The Authority shall not be responsible for the settlement of any invoices issued by the supplier to the ordering organisation.
	3. The authority is responsible for:
		1. procuring the framework agreement;
		2. taking reasonable steps to enforce the terms of the framework agreement, including those relating to services improvement;
		3. contract management activities in relation to the framework agreement;
		4. complying with its obligations under the framework agreement.
6. Contacts
	1. Online ordering portal www.nhsforms.co.uk
	2. System access enquiries (0300) 123 0849
	3. Enquiries relating to orders placed via the
	online ordering portal or deliveries NHSorders@xerox.com
	4. Billing and invoicing enquiries NHSAR@xerox.com
	5. Authority Contract Management Team print@nhsbsa.nhs.uk
7. Escalation Process



Appendix 1

Call-off terms



**Appendix 2**

Performance Notification Form

