## Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan				
Details of the Default:	[Guidance: Explain the Default, with clear schedule and clause references as appropriate]			
Deadline for receiving the [Revised] Rectification Plan:	[add date (minimum 10 days from request)]			
Signed by [CCS/Buyer]:		Date:		
Supplier [Revised] Rectification Plan				
Cause of the Default	[add cause]			
Anticipated impact assessment:	[add impact]			
Actual effect of Default:	[add effect]			
Steps to be taken to rectification:	Steps	Timescale		
	1.	[date]		
	2.	[date]		
	3.	[date]		
	4.	[date]		
	[]	[date]		
Timescale for complete Rectification of Default	[X] Working Days			
Steps taken to prevent recurrence of Default	Steps	Timescale		
	1.	[date]		
	2.	[date]		
	3.	[date]		
	4.	[date]		
	[]	[date]		

Framework Ref: RM6059 Office Supplies Framework

Project Version: v1.0 Model Version: v3.0

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Signed by the Supplier:		Date:		
Review of Rectification Plan [CCS/Buyer]				
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]			
Reasons for Rejection (if applicable)	[add reasons]			
Signed by [CCS/Buyer]		Date:		

Framework Ref: RM6059 Office Supplies Framework Project Version: v1.0

Model Version: v3.0

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Framework Ref: RM6059 Office Supplies Framework Project Version: v1.0 Model Version: v3.0

## **Call-Off Schedule 15 (Call-Off Contract Management)**

#### 1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Operational the board established in accordance with paragraph

**Board"** 4.1 of this Schedule;

"Project Manager" the manager appointed in accordance with

paragraph 2.1 of this Schedule;

## 2. Project Management

- 2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
- 2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

## 3. Role of the Supplier Contract Manager

- 3.1 The Supplier's Contract Manager's shall be:
  - 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
  - 3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;
  - 3.1.3 able to cancel any delegation and recommence the position himself; and
  - 3.1.4 replaced only after the Buyer has received notification of the proposed change.
- 3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

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3.3 Receipt of communication from the Supplier's Contract Manager's by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

## 4. Role of the Operational Board

- 4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.
- 4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 4.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

### 5. Contract Risk Management

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
  - 5.2.1 the identification and management of risks;
  - 5.2.2 the identification and management of issues; and
  - 5.2.3 monitoring and controlling project plans.
- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 5.4 The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer's and the Supplier have identified.

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## **Annex: Contract Boards**

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

To be agreed between Buyer and Supplier.

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Core Terms



# **Core Terms**

Crown Copyright 2019 Version: 3.0.7
Core Terms

## 1. Definitions used in the contract

1.1 Interpret this Contract using Joint Schedule 1 (Definitions).

## 2. How the contract works

- 2.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
- 2.2 CCS doesn't guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.
- 2.3 CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
- 2.4 If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:
  - make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules)
  - create new Call-Off Schedules
  - exclude optional template Call-Off Schedules
  - use Special Terms in the Order Form to add or change terms
- 2.5 Each Call-Off Contract:
  - is a separate Contract from the Framework Contract
  - is between a Supplier and a Buyer
  - includes Core Terms, Schedules and any other changes or items in the completed Order Form
  - survives the termination of the Framework Contract
- 2.6 Where the Supplier is approached by an eligible buyer requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order. The Supplier will promptly notify CCS if the eligible buyer won't use this Framework Contract.
- 2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.
- 2.8 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
  - verify the accuracy of the Due Diligence Information
  - properly perform its own adequate checks
- 2.9 CCS and the Buyer won't be liable for errors, omissions or misrepresentation of any information.

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#### Core Terms

2.10 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

## 3. What needs to be delivered

## 3.1 All deliverables

- 3.1.1 The Supplier must provide Deliverables:
  - that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one)
  - to a professional standard
  - using reasonable skill and care
  - using Good Industry Practice
  - using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract
  - on the dates agreed
  - that comply with Law
- 3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

#### 3.2 Goods clauses

- 3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- 3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- 3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
- 3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- 3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.