

FRAMEWORK SCHEDULE 4

**Supply, Delivery and Installation of Furniture and Associated Services CALL OFF ORDER FORM
AND CALL OFF TERMS**

**PART 1 – SUPPLY, DELIVERY AND INSTALLATION OF FURNITURE AND ASSOCIATED SERVICES CALL
OFF ORDER FORM**

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of Supply, Delivery and Installation of Furniture and Associated Services.

The Supplier agrees to supply the Goods and/or Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Call Off Order Form and the Call Off Terms.

Order Number	SER/0723
Customer reference number	FURN-0010-2017
From	Water Services Regulation Authority (Majid Mehrban) ("CUSTOMER")
To	Broadstock Office Furniture Ltd [REDACTED] ("SUPPLIER")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 27 November 2017
1.2.	Expiry Date: End date of Initial Period 26 November 2020

2. GOODS AND/OR SERVICES

2.1	Goods and/or Services required: The provision (including supply and installation) of core and non core furniture items as defined in the Framework. In Call Off Schedule 2 (Goods and/or Services) details of the known items are specified.
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3. IMPLEMENTATION PLAN

3.1.	Implementation Plan: Not applied
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4. CONTRACT PERFORMANCE

4.1.	Standards: As specified in clause 11
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied The Ofwat representative shall assess the work carried out by the Supplier against its ability to meet agreed deadlines and the quality of the product it provides. Where the work fails to meet the requirements of this Contract then the Ofwat representative may treat the effect of this as a material default under clause 41.2
4.4	Performance Monitoring: The original contents of Schedule 6 shall not apply to this Contract. The Ofwat representative shall assess the work carried out by the Supplier against its ability to meet agreed deadlines and the quality of the product it provides. Where the work fails to meet the requirements of this Contract then the Ofwat representative may treat the effect of this as a material default under clause 41.2.
4.5	Period for providing Rectification Plan: In Clause 38.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: Phil Barrett
5.2	Relevant Convictions (Clause 27.2 of the Call Off Terms): No relevant conviction specified

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
6.3	Not Used
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Centre City Tower 7 Hill Street Birmingham B5 4UA
6.5	Call Off Contract Charges fixed for (paragraph 7.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): 3 Call Off Contract Years from the Call Off Commencement Date for Core Items unless changes are made as a result of agreement between Crown Commercial Services and the Supplier. 1 Call Off Commencement Years from the Call Off Commencement Date for Core Items.
6.6	Supplier periodic assessment of Call Off Contract Charges (paragraph 8.2 of Call Off Schedule 3 (Call Off Contract Charges,

	Payment and Invoicing)) will be carried out on: 23 November of each Call Off Contract Year during the Call off Contract Period
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph 9 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not Permitted

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £ 80,000
7.2	Supplier's limitation of Liability (Clause 36.2.1 of the Call Off Terms); In Clause 36.2.1 of the Call Off Terms
7.3	Insurance (Clause 37.3 of the Call Off Terms): Employer's Liability at least £5 million Public Liability at least £1 million

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 41.2.1(c) of the Call Off Terms)); In Clause 41.2.1(c) of the Call Off Terms
8.2	Termination without cause notice period (Clause 41.7.1 of the Call Off Terms): In Clause 41.7.1 of the Call Off Terms
8.3	Undisputed Sums Limit: In Clause 42.1.1 of the Call Off Terms
8.4	Exit Management:

	Not applied
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9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: As part of the preparation for delivery, the supplier will work with the site contact provided by Ofwat in order to go through the logistics of delivery to the location.
9.2	Commercially Sensitive Information: All priced documentation and layout designs produced by Broadstock

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 30 October 2017 Recital D - date of receipt of Call Off Tender: 20 November 2017
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements
10.4	ICT Policy: Not applied
10.5	Testing: Not applied
10.6	Business Continuity & Disaster Recovery:

	Not applied
10.7	<p>Failure of Supplier Equipment (Clause 32.8 of the call off Terms:</p> <p>Not applicable, as we will apply the warranty process for items.</p>
10.8	<p>Protection of Customer Data (Clause 34.2.3 of the Call Off Terms):</p> <p>Not applied</p>
10.9	<p>Notices (Clause 55.6 of the Call Off Terms):</p> <p>Customer's postal address and email address:</p> <p>Centre City Tower 7 Hill Street Birmingham B5 4UA</p> <p>majid.mehrban@ofwat.gsi.gov.uk</p> <p>Supplier's postal address and email address:</p> <p>Broadstock Office Furniture Ltd, Brunel Road, Lyme Green Business Park, Macclesfield Cheshire SK11 0TA</p> <p></p>
10.10	<p>Transparency Reports</p> <p>Not required Schedule 13 does not apply.</p>
10.11	<p>Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14):</p> <p>None.</p>
10.12	<p>Call Off Tender:</p> <p>In Schedule 15 (Call Off Tender)</p>

FORMATION OF CALL OFF CONTRACT

BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Goods and/or Services in accordance with the terms Call Off Order Form and the Call Off Terms.

The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.

For and on behalf of the Supplier:

Name and Title	[REDACTED]
Signature	[REDACTED]
Date	28/11/17

For and on behalf of the Customer:

Name and Title	CAROLYN ROSE, CHIEF EXECUTIVE
Signature	[REDACTED]
Date	30/11/17.