

CALL OFF CONTRACT

**SUPPLY DELIVERY AND INSTALLATION OF FURNITURE AND ASSOCIATED
SERVICES**

REFERENCE NUMBER

RM1501

ATTACHMENT 6

FRAMEWORK SCHEDULE 4

ORDER FORM AND CALL-OFF TERMS

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ORDER FORM AND CALL-OFF TERMS

Part 1 - Order Form

This Order Form is issued in accordance with the provisions of the framework agreement entered into between the Authority and the Supplier on 17/12/2012 ("Framework Agreement"). The Supplier agrees to supply the Goods and/or Services specified below on and subject to the terms of this Contract and for the avoidance of doubt this Contract consists of the terms set out in this Order Form and the Call-Off Terms, together with the Schedules thereto.

Date	18/02/2016	Order Number	VOA/004/2016/estates To be quoted on all correspondence relating to this Order
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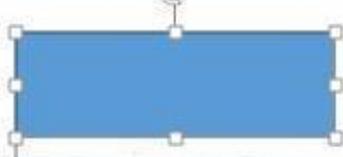
FROM

Customer	Valuation Office Agency (VOA) "Customer"
Customer's Representative	[REDACTED]
Customer's Address	Wingate House, 93 - 107 Shaftesbury Avenue, London, W1D 5BU
Invoice Address	[REDACTED]

TO

Supplier	Flexiform Business Furniture "Supplier" Ltd
Supplier's Representative	[REDACTED]
Supplier's Address	Flexiform Business Furniture Ltd ,1392 Leeds Road, Bradford, West Yorkshire, BD3 7AE
Account Manager	Name: [REDACTED] Address: 1392 Leeds Road Bradford West Yorkshire BD3 7AE

Phone:



Email:

1. TERM

1.1 Commencement Date

22/02/2016

1.2 Expiry Date

1.2.1 This Contract shall expire on:

1.2.1.1 31/01/2019

1.2.1.2 [Completion in accordance with the Contract of the Goods and Services specified in paragraph 2.1 of the Order Form]

[whichever is the earlier,] unless terminated earlier pursuant to this Contract.

Subject to earlier termination of the Contract in accordance with Clause 23, the Contract shall expire on the Expiry Date provided.

2. GOODS AND SERVICES REQUIREMENTS

2.1 Goods, Services and Deliverables required

Enter the relevant Goods, Services/Deliverables required.

The VOA is seeking to buy all office furniture types specified in Lot 1 of the framework agreement. In addition we would be seeking to purchase meeting cell pods and would also wish to be made aware of any other similar products that come on to the market that you are able to supply.

As a minimum furniture must be in line with the agreed government specifications, costs are competitive, and that delivery & installation can be provided to all VOA premises in the UK within 4-6 weeks from receipt of order.

Flexi form have three main locations (London, Bradford and Livingston) so can support

you across the UK. Flexi form have sales, distribution, installation and service facilities at all locations and have a logistics infrastructure that can deliver to all UK postcodes every week.

1.1.1. Can you confirm that you will make VOA aware of all new products of similar specification that come to market?

We have a policy within Flexiform to keep our clients informed of changes to our product portfolio and that of our key supply partners. As we are able to select from a wide range of providers under our framework agreement contract, this will deliver to VOA a wider and more comprehensive range of product options than most of our competitors.

We also monitor competitor activity in all areas to ensure that we are aware of what trends there are in the market and to ensure that our product ranges remain relevant in the market sectors that we serve. This process has led us to securing some highly successful agile working transformation projects in the sector (

to name but a few).

As we will have a contract team appointed for VOA, we will also consult widely with the users to ensure that we have relevant feedback regarding the work as it proceeds. This will provide valuable reflective data on what worked well and what could be improved upon. This then is used to drive product improvements for VOS across the lifetime of the project.

As an example of the type of new product that we have recently introduced we have attached a case study of the new This involved the use of three or four new products (pods, flexible tables, free address lockers and media units) as well as more long established products. All of these came under the CCS framework so would apply to this process if you felt that they were of use. This case study is at Appendix D.

1.1.2. Can you confirm lead times for standard products and if there are any exceptions please specify?

Our standard lead time for all of the products that we offer under the CCS framework is This covers all normal orders and is usually in line with our clients requirements.

In some cases, some of the larger meeting cell pods can be on a longer lead time as

they do take a little more time to manufacture depending upon the exact specification. Bespoke products may also be on a longer lead time due to the design and prototyping work that is required. This would normally not be in excess of [REDACTED] however. In addition to our normal lead times, we also offer a fast track service for many clients and we would offer this here. The fast track system allows us to hold client specific stock (at no charge to VOA) so that short lead time orders can be accommodated. The stock is held at the Bradford, London and Livingston warehouses so that we can offer the same service to all areas. In this case the lead time can be reduce to [REDACTED] and in some cases even less (where a delivery falls in line with a "milk run" delivery for example). In this way we can provide a fast track service for urgent VOA requirements, a standard lead time for planned needs and a bespoke service that may be on a slightly longer lead time. We find that this combination of service provision gives our clients the flexibility that they need in order to manage their furniture requirements.

2.2 PARAGRAPHS 2.2 TO 2.3 NOT USED

2.4 Installation Works

2.4.1 Do you provide discount for late delivery?

At Flexiform we are very proud of our service levels. One of our key business KPI's is the "delivery on time and in full (DOTIF)" KPI and we are currently over 98% based upon around 15,000 deliveries to our clients every year. We would expect the service level that we deliver to VOA to be at least at this level.

Having said that, we do occasionally have issues with late deliveries due to matters outside our control and in these circumstances we will offer compensation to our clients. Where we cause a delay to other trades or services, we will work with them in order to complete on time but if they need to works overtime etc. we can cover the cost to VOA so that you are not compromised. Similarly if we have inconvenienced your staff in any way, we can offer a discount from the invoice value depending upon the degree of delay. [REDACTED]

VOA Call-Off Contract Specific Clause



All of the above would relate to deviation from the agreed delivery and completion dates for any order/contract placed under this Call-Off Framework. All orders will be confirmed in writing by Flexiform to the appropriate VOA contact with full details of the products ordered and the contracted delivery/completion dates within 48 hours of the placement of the order by VOA.

2.4.2 Please specify your order cancellation policy?

Once we are in a supply agreement with a CCS client we have a very flexible order cancellation policy.

If the product is cancelled within 1 week of the order being placed, there will never be a charge for this.

If the product ordered is a stock item, then again there would be no charge.

If the product has commenced fabrication then as long as it is a standard item and is likely to be used again then there will be no cancellation charge.

Assuming that the product is a standard item and has been completed ready for dispatch, we would not levy a charge as long as we can re-sell this within 6 months on the framework. This is almost always the case so VOA would not expect to be charged.

The only time that we would normally raise a cancellation charge is if the product was specially designed for VOA and has already been completed. In this case we would reserve the right to raise a charge equal to the cost of the product or equal to the cost to rework the product into a condition where it can be re-sold. This is a very rare occurrence

and even then this is at the discretion of Nick Saunders as the account director.
In reality we only raise cancellation charges if we have no other choice whatsoever as we hate to see furniture go to waste.

2.4.3 Once an order is placed what is the latest date to amend a delivery date without incurring a charge?

We can usually amend an order without charge up to [REDACTED] This is because we can amend or manufacturing plan up to this period as we do not fix and finalise our works orders until this late in the process. This allows us a degree of flexibility should clients need to move their orders around as is often the case. We realise that furniture is one of the last pieces of the jigsaw in an office transformation and as such is subject to delays and changes more than any other element of the project. This is why we have built so much flexibility into our manufacturing plant.

If VOA would need to bring a delivery forward, we would need to see what other orders could be moved around to make that happen. If a delivery were to be delayed, then we would either move the works orders out to the required date or, if the product is already manufactured, we would move it to bonded storage until delivery was required. In either case there would not be a charge unless we had to go into long term storage [REDACTED] [REDACTED] in which case a commercial storage rate would be charged.

We aim to be as flexible as you need us to be as we recognise that things do change.

2.4.4 What is your policy on damaged goods?

Any product that arrives damaged will be repaired or replaced free of charge. This covers all aspects of our supply and we carry this out at no cost to VOA. Our standard replacement time [REDACTED]

If a product is damaged after the delivery and installation has been signed off, then we would attend site free of charge to assess the damage and provide a quotation for the repair/replacement. In many cases we can repair the item at this visit in which case there would be no charge applicable.

If a product fails in use under warranty (see below) then we will repair or replace this free

of charge for the lifetime of the product. This covers all events which are not a result of misuse or deliberate damage.

2.4.5 What is the warranty period on all your items under lot 1 of the framework agreement?

The vast majority of products have a 15 year product warranty and a 20 year continuity of supply warranty.



We are truly proud of the quality of our products and the long warranties that we can afford to give are testament to this.

As we carry out all of the repairs and servicing of our products we ensure that they are well looked after and repaired correctly so that they will not let you down in the future.

2.5 Performance/Delivery Location/Premises

Can you deliver to all VOA premises UK wide?

We have a fully resourced UK wide delivery network for all of our multi-site clients. Our entire logistics operation is controlled from the Bradford head office and factory by Ray Parker, our logistics manager. All of our UK wide deliveries are planned from here up to three weeks in advance of the delivery date in order to ensure the most efficient and effective possible delivery schedule. This also allows our clients to plan well in advance of our turning up on site.

We also have logistics offices in London and Livingston in order to provide further support to our clients in London and Scotland.

We have 25 vehicles in the delivery fleet from standard transit vans up to 45' articulated trucks for major project deliveries. We always select the most appropriate vehicle for the specific delivery required.

Most of our deliveries are carried out on rigid 7.5t vehicles as they can carry a reasonable amount of furniture and can access the vast majority of office locations.

We also operate a "milk run" delivery schedule for smaller deliveries and "home office" types of installations. This allows our clients to select the most appropriate delivery date for their delivery from a selection of options.

In addition to the delivery network, we also have a full UK wide installation network under the CCS framework. This is available to all CCS clients and the cost of this is included within the CCS pricing rates (if the installation is required outside normal working hours, an additional charge may apply). Our installation engineers are fully trained and highly experienced and also offer post installation service support for the lifetime of the product.

Each of the three main service hubs in Bradford, London and Livingston have installation teams based in these areas which ensures that we can offer a full service to all VOA offices.

2.6 PARAGRAPHS 2.6 TO 2.11 NOT USED

3. SUPPLIER SOLUTION
3.1 PARAGRAPHS 3.1 TO 3.7 NOT USED
3.8 Supplier's Inspection of the Premises and Infrastructure Customer to arrange to meet the supplier on site to agree customer requirements and survey the premises if necessary.
4. PARAGRAPH 4 NOT USED

5. PERFORMANCE OF THE GOODS, SERVICES AND DELIVERABLES
5.1 Implementation Plan and Milestones (including dates for completion) 5.1.1 The Implementation Plan as at the Commencement Date is set out below: Implementation of each project/ order will be defined by VOA at the order stage and agreed by the supplier before work commences.
5.1.2 Where the Customer requires the Supplier to produce a further version of the Implementation Plan in accordance with Clause 5.5.11, the Customer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
5.1.3 The Supplier shall perform its obligations so as to Achieve each Milestone by the Milestone Date.
5.2 PARAGRAPHS 5.2 TO 5.6 NOT USED

6. CUSTOMER RESPONSIBILITIES
6.1 Customer's Responsibilities Customer to arrange meeting with Supplier in advance of an order to agree requirements. Supplier to provide Customer with a quote. Customer will then raise a purchase order based on the quote. Customer to agree required delivery and installation date with supplier. Customer to arrange access to their premises and ensure the site is clear before delivery and installation is undertaken.
6.2 Customer's Equipment N/A

7.	CHARGES AND PAYMENT
7.1	<p>Contract Charges payable by the Customer (including any applicable discount but excluding VAT) and method of payment (e.g. Government Procurement Card (GPC) or BACS))</p> <p>Set out in Framework Schedule 3 (Charging Structure)</p>
7.2	<p>Invoicing and Payment</p> <p>The Supplier shall issue electronic invoices monthly in arrears to the VOA Accounts Payable Team.</p>
8.	PARAGRAPHS 8 TO 12 NOT USED
13.	ADDITIONAL AND/OR ALTERNATIVE CLAUSES
13.1	Supplemental requirements in addition to the Call-Off Terms
13.2	Variations to the Call-Off Terms
13.3	Alternative and/or Additional Clauses (as set out in SCHEDULE 10: ALTERNATIVE AND/OR ADDITIONAL CLAUSES)
14.	MISCELLANEOUS
14.1	Security Requirements (including details of Security Policy and outline Security Management Plan)
14.2	Service Levels as detailed in Schedule 6.
14.3	Standards as detailed in Schedule 13.
14.4	Critical Service Failure as detailed in Schedule 6 – Appendix B to Part A of that Schedule.
14.5	Monitoring as detailed in Appendix A to Part B of Schedule 6.
	Continuous Improvement, Value for Money and Benchmarking as Clause 9.

BY SIGNING AND RETURNING THIS ORDER FORM ((IN ACCORDANCE WITH PARAGRAPH 7 OF FRAMEWORK SCHEDULE 5 – (Ordering Procedure)) THE SUPPLIER AGREES to enter a legally binding contract with the Customer to provide the Goods and Services. The Parties hereby acknowledge and agree that they have read the Call-Off Terms and the Order Form and by signing below agree to be bound by the terms of this Contract.

For and on behalf of the Supplier:

Name and Title	[Redacted]
Signature	[Redacted]
Date	[Redacted]

For and on behalf of the Customer:

Name and Title	[Redacted]
Signature	[Redacted]
Date	[Redacted]