

Crown Commercial Service

**Call Off Order Form and Call Off Terms for Goods and delivery of purchased Goods
(non ICT)**

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM AND CALL OFF TERMS

PART 1 –CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for RM3723 the provision of Crown Office Supplies

The Supplier agrees to supply the Goods and delivery of purchased Goods 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	N/A – Monthly consolidated invoice
From	Care Quality Commission 151 Buckingham Palace Road Victoria London SW1W 9SZ ("CUSTOMER")
To	Banner Group Ltd Newland House Tuscany Park Express Way Normanton, Wakefield WF6 2TZ ("SUPPLIER")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 01 st February 2020 to 30 th September 2020
1.2.	Expiry Date: End date of Initial Period 30th September 2020 End date of Extension Period – N/A Minimum written notice to Supplier in respect of extension: N/A

2. GOODS AND DELIVERY OF PURCHASED GOODS

2.1	Goods and delivery of purchased Goods required: In Call Off Schedule 2 (Goods and <i>delivery of purchased Goods</i>)
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3. IMPLEMENTATION PLAN


3.1.	Implementation Plan: Not applied – incumbent supplier
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4. CONTRACT PERFORMANCE

4.1.	Standards: CCS
4.2	Service Levels/Service Credits: Not applied Service Credit Cap (Call Off Schedule 1 (Definitions)): Not applied Customer periodic reviews of Service Levels (Clause 14.7.1 of the Call Off Terms): Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: In Part B of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel:  Care Quality Commission Senior Commercial and Contracts Lead
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	Ryan Sewell Banner National Account Manager 
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms):

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	Reimbursable Expenses: Not permitted
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Care Quality Commission T70 Payables F175 Phoenix House Topcliffe Lane Wakefield WF3
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): One Call Off Contract Years from the Call Off Commencement Date
6.6	Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: Annually 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 10 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 £ 150,000
7.2	[REDACTED]
7.3	Insurance (Clause 38.3 of the Call Off Terms):

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2.1(c) of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms
8.2	Termination without cause notice period (Clause 42.7.1 of the Call Off Terms): In Clause 42.7.1 of the Call Off Terms
8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms
8.4	Exit Management: In Call Off Schedule 9 (Exit Management)


9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Where required, inspection of Customer site may be arranged subject to agreement. Suppliers will be expected to comply with any security checks required by the
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	Authority.
9.2	Commercially Sensitive Information: TBC

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A only applies
10.2	NOT USED
10.3	Security: Select short form security requirements
10.4	ICT Policy: Not applied
10.5	NOT USED
10.6	Business Continuity & Disaster Recovery: In Call Off Schedule 8 (Business Continuity and Disaster Recovery) Disaster Period: For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be 14 days
10.7	Failure of Supplier Equipment (Clause 32.8 of the Call Off Terms: Not applied
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms):
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer’s postal address and email address: Care Quality Commission 151 Buckingham Palace Road Victoria, London SW 1W 9SZ [REDACTED] Supplier’s postal address and email address: Banner Group Ltd Newland House

	Tuscany Park Express Way Normanton, Wakefield WF6 2TZ 
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)
10.11	Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14): Not applicable
10.12	Call Off Tender: In Schedule 15 (Call Off Tender)


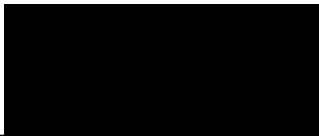
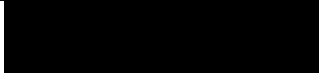
FORMATION OF CALL OFF CONTRACT

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 delivery of purchased Goods 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		
Signature		
Date		

For and on behalf of the Customer:

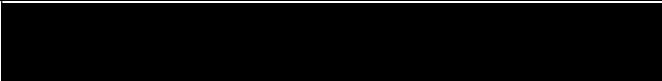
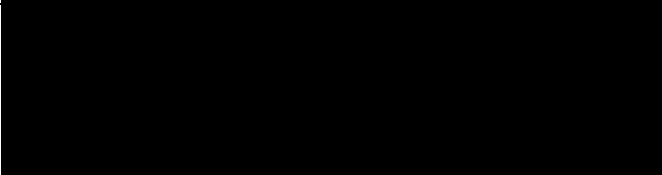
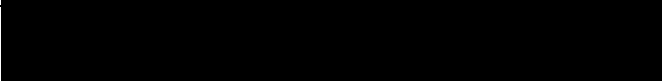
Name and Title		
Signature		
Date		

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PART 2 – RM3723 CALL OFF TERMS

TERMS AND CONDITIONS

RECITALS

1.1 Where recital A has been selected in the Call Off Order Form, the Customer has followed the call off procedure set out in paragraph 1.2 of Framework Schedule 5 (Call Off Procedure) and has awarded this Call Off Contract to the Supplier by way of direct award.

A. NOT USED

B. NOT USED

C. NOT USED

D. NOT USED

A. PRELIMINARIES

2. DEFINITIONS AND INTERPRETATION

2.1 In this Call Off Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in Call Off Schedule 1 (Definitions) or the relevant Call Off Schedule in which that capitalised expression appears.

2.2 If a capitalised expression does not have an interpretation in Call Off Schedule 1 (Definitions) or relevant Call Off Schedule, it shall have the meaning given to it in the Framework Agreement. If no meaning is given to it in the Framework Agreement, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

2.3 In this Call Off Contract, unless the context otherwise requires:

2.3.1 the singular includes the plural and vice versa;

2.3.2 reference to a gender includes the other gender and the neuter;

2.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;

2.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;

2.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";

2.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;

- 2.3.7 references to “**representations**” shall be construed as references to present facts, to “**warranties**” as references to present and future facts and to “**undertakings**” as references to obligations under this Call Off Contract;
 - 2.3.8 references to “**Clauses**” and “**Call Off Schedules**” are, unless otherwise provided, references to the clauses and schedules of this Call Off Contract and references in any Call Off Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Call Off Schedule in which these references appear; and
 - 2.3.9 the headings in this Call Off Contract are for ease of reference only and shall not affect the interpretation or construction of this Call Off Contract.
- 2.4 Subject to Clauses 2.5 and 2.6 (Definitions and Interpretation), in the event of and only to the extent of any conflict between a Purchase Order, the Call Off Order Form, the Call Off Terms and the provisions of the Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:
- 2.4.1 the Framework Agreement, except Framework Schedule 21 (Tender);
 - 2.4.2 the Call Off Order Form;
 - 2.4.3 the Purchase Order;
 - 2.4.4 the Call Off Terms, except Call Off Schedule 15 (Call Off Tender);
 - 2.4.5 Call Off Schedule 15 (Call Off Tender); and
 - 2.4.6 Framework Schedule 21 (Tender).
- 2.5 Any permitted changes by the Customer to the Template Call Off Terms and the Template Call Off Order Form under Clause 5 (Call Off Procedure) of the Framework Agreement and Framework Schedule 5 (Call Off Procedure) prior to them becoming the Call Off Terms and the Call Off Order Form which comprise this Call Off Contract shall prevail over the Framework Agreement.
- 2.6 Where Call Off Schedule 15 (Call Off Tender) or Framework Schedule 21 (Tender) contain provisions which are more favourable to the Customer in relation to (the rest of) this Call Off Contract, such provisions of the Call Off Tender or the Tender shall prevail. The Customer shall in its absolute and sole discretion determine whether any provision in the Call Off Tender or Tender is more favourable to it in this context.

3. DUE DILIGENCE

- 3.1 The Supplier acknowledges that:
- 3.1.1 the Customer has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this Call Off Contract;
 - 3.1.2 it has made its own enquiries to satisfy itself as to the accuracy and adequacy of the Due Diligence Information;
 - 3.1.3 it has raised all relevant due diligence questions with the Customer before the Call Off Commencement Date;

- 3.1.4 it has undertaken all necessary due diligence and has entered into this Call Off Contract in reliance on its own due diligence alone; and
- 3.1.5 it shall not be excused from the performance of any of its obligations under this Call Off Contract on the grounds of, nor shall the Supplier be entitled to recover any additional costs or charges, arising as a result of any:
 - (a) misinterpretation of the requirements of the Customer in the Call Off Order Form or elsewhere in this Call Off Contract;
 - (b) failure by the Supplier to satisfy itself as to the accuracy and/or adequacy of the Due Diligence Information; and/or
 - (c) failure by the Supplier to undertake its own due diligence.

4. REPRESENTATIONS AND WARRANTIES

4.1 Each Party represents and warrants that:

- 4.1.1 it has full capacity and authority to enter into and to perform this Call Off Contract;
- 4.1.2 this Call Off Contract is executed by its duly authorised representative;
- 4.1.3 there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it (or, in the case of the Supplier, any of its Affiliates) that might affect its ability to perform its obligations under this Call Off Contract; and
- 4.1.4 its obligations under this Call Off Contract constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable (as the case may be for each Party) bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or Law).

4.2 The Supplier represents and warrants that:

- 4.2.1 it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
- 4.2.2 it has all necessary consents (including, where its procedures so require, the consent of its Parent Company) and regulatory approvals to enter into this Call Off Contract;
- 4.2.3 its execution, delivery and performance of its obligations under this Call Off Contract does not and will not constitute a breach of any Law or obligation applicable to it and does not and will not cause or result in a Default under any agreement by which it is bound;
- 4.2.4 as at the Call Off Commencement Date, all written statements and representations in any written submissions made by the Supplier as part of the procurement process, its Tender, Call Off Tender and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Call Off Contract;
- 4.2.5 if the Call Off Contract Charges payable under this Call Off Contract exceed or are likely to exceed five (5) million pounds, as at the Call Off