

# Framework Schedule 6 (Order Form Template and Call-Off Schedules)

## Order Form

CALL-OFF REFERENCE: **C326952 (RM6299 Lot 1 – Office Solutions)**

THE BUYER: **Secretary of State for Health and Social Care**

BUYER ADDRESS **39 Victoria Street  
Westminster  
London  
SW1H 0EU**

THE SUPPLIER: **ACS Technology Group Ltd**

SUPPLIER ADDRESS: **Kismet Buildings  
Otley Road  
Baildon  
West Yorkshire  
BD17 7HB**

REGISTRATION NUMBER: **06584936**

DUNS NUMBER: **211190503**

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 20 December 2024.

It's issued under the Framework Contract with the reference number **RM6299** for the provision of Office Solutions.

CALL-OFF LOT(S):

Lot 1 – Office Stationery and Electronic Office Supplies (EOS) Multi Supplier Lot
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## CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) **RM6299** framework
3. The following Schedules in equal order of precedence:
  - Joint Schedules for **RM6299** framework
    - o Joint Schedule 2 (Variation Form)
    - o Joint Schedule 3 (Insurance Requirements)
    - o Joint Schedule 4 (Commercially Sensitive Information)
    - o Joint Schedule 6 (Key Subcontractors)
    - o Joint Schedule 7 (Financial Difficulties)
    - o Joint Schedule 8 (Guarantee)
    - o Joint Schedule 9 (Minimum Standards of Reliability)
    - o Joint Schedule 10 (Rectification Plan)
    - o Joint Schedule 11 (Processing Data)
    - o Joint Schedule 12 (Supply Chain Visibility)
    - o Joint Schedule 13 (Continuous Improvement)
    - o Joint Schedule 14 (Benchmarking)

### Call-Off Schedules for **C326952** Call-Off Contract reference number

- o Call-Off Schedule 1 (Transparency Reports)
  - o Call-Off Schedule 2 (Staff Transfer)
  - o Call-Off Schedule 5 (Pricing Details) – Attached below
  - o Call-Off Schedule 7 (Key Supplier Staff) – Included below
  - o Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  - o Call-Off Schedule 9 (Security)
  - o Call-Off Schedule 10 (Exit Management)
  - o Call-Off Schedule 14 (Service Levels) – Included below
  - o Call-Off Schedule 15 (Call-Off Contract Management)
  - o Call-Off Schedule 20 (Call-Off Specification) – Attached below
4. CCS Core Terms (version 3.0.11)
  5. Joint Schedule 5 (Corporate Social Responsibility) **RM6299**

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

**CALL-OFF START DATE: 13 January 2025**

**CALL-OFF EXPIRY DATE: 12 January 2026**

**CALL-OFF INITIAL PERIOD: 1 Year**

**END DATE OF EXTENSION PERIOD:** 12 January 2027 or 12 January 2028 or 12 January 2029. Extension period may be for any period or periods up to a maximum of three (3) years in total from the expiry of the Initial Period for a maximum of three (3) consecutive further terms, each being up to a maximum of twelve (12) months duration (1+1+1).

#### **CALL-OFF DELIVERABLES**

See details in Call-Off Schedule 20 (Call-Off Specification)

#### **MAXIMUM LIABILITY**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £30,000.

#### **CALL-OFF CHARGES**

See details in Call-Off Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Indexation
- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

#### **PAYMENT METHOD**

The Supplier shall issue electronic consolidated invoices for all buildings monthly in arrears (30 days net of receipt of invoice) to the Buyer and the Supplier shall receive payment by Electronic Bank Transfer (BACS).

All invoices must be sent, quoting a valid purchase order number (PO Number), to: [REDACTED] within 10 working days of receipt of your countersigned copy of this contract, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If

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you have a query regarding an outstanding payment please contact our Accounts Payable section by email to [REDACTED]

The Supplier shall ensure that each monthly invoice submitted includes, but not be limited to, the account number, Suppliers order number, Buyer's order reference, consolidated product and/or service information, quantity ordered and total price.

### BUYER'S INVOICE ADDRESS:

Accounts Payable  
Department of Health and Social Care  
39 Victoria Street  
Westminster  
London  
SW1H 0EU  
Or email: [REDACTED]

### BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

[REDACTED]

Department of Health and Social Care  
Quarry House  
Leeds  
LS2 7UE

### BUYER'S ENVIRONMENTAL POLICY

The Supplier shall perform the Deliverables in accordance with the following cross-government policies and procedures:

Greening Government Commitments for 2021-2025

Published 28<sup>th</sup> October 2021

Available online at: <https://www.gov.uk/government/publications/greening-government-commitments-2021-to-2025>

DHSC Supplier Code of Conduct

Published 25 July 2022

Available online at: [DHSC supplier code of conduct - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/dhsc-supplier-code-of-conduct)

### SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

[REDACTED]

ACS Technology Group Ltd, Kismet Buildings, Otley Road, Baildon, West Yorkshire, BD17 7HB

### SUPPLIER'S CONTRACT MANAGER

[REDACTED]

[REDACTED]

[REDACTED]

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**PROGRESS REPORT FREQUENCY**

By the tenth (10<sup>th</sup>) Working Day of each calendar month.

**PROGRESS MEETING FREQUENCY**

Quarterly as agreed by both parties.

**KEY STAFF**

[REDACTED]  
[REDACTED]  
[REDACTED]

ACS Technology Group Ltd, Kismet Buildings, Otley Road, Baildon, West Yorkshire,  
BD17 7HB

**KEY SUBCONTRACTOR(S)**

n/a

**COMMERCIALLY SENSITIVE INFORMATION**

n/a

**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

Not applicable

<b>For and on behalf of the Supplier:</b>		<b>For and on behalf of the Buyer:</b>	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	



## Call-Off Schedule 14 (Service Levels)

### 1. Definitions

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

<b>"Critical Service Level Failure"</b>	has the meaning given to it in the Order Form;
<b>"Service Credits"</b>	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
<b>"Service Credit Cap"</b>	has the meaning given to it in the Order Form;
<b>"Service Level Failure"</b>	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
<b>"Service Level Performance Measure"</b>	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
<b>"Service Level Threshold"</b>	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

### 2. What happens if you don't meet the Service Levels

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
- 2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
- 2.4.2 the Service Level Failure:
- (a) exceeds the relevant Service Level Threshold;

- (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
  - (c) results in the corruption or loss of any Government Data; and/or
  - (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
- 2.4.3 the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).
- 2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
  - 2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
  - 2.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
  - 2.5.3 there is no change to the Service Credit Cap.

### **3. Critical Service Level Failure**

On the occurrence of a Critical Service Level Failure:

- 3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.



## Part A: Service Levels and Service Credits

### 1. Service Levels

If the level of performance of the Supplier:

1.1 is likely to or fails to meet any Service Level Performance Measure; or

1.2 is likely to cause or causes a Critical Service Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

- i. require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
- ii. instruct the Supplier to comply with the Rectification Plan Process;
- iii. if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
- iv. if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

### 2. Service Credits

2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.

2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

## Annex A to Part A: RM6299 Lot 1 Office Supplies – Service Levels Table

Service Level Performance Criteria	Service Level Performance Measure / Target
Incoming telephone queries and orders from a Buyer to the Supplier are answered within 8 seconds	at least 98.5%
Helpdesk queries from a Buyer to the Supplier are answered within 4 working hours	at least 98.5%
Each order is acknowledged within 24 hours of being placed	100%
Ordered Goods delivered within the applicable delivery time	at least 99%
Ordered Goods delivered complete at the first attempt	at least 98%
Replacement ordered Goods delivered within the agreed timescale	at least 99%
All Goods available to order at all times	at least 99%
Ordered Goods returned due to failure to conform to quality standards	not more than 1%
Returns or refunds due to Supplier picking incorrect goods	not more than 2%
First response to Buyer complaint (receipt of complaint) within agreed timescales	at least 99%
Demonstrate achievement of improvements in areas such as quality, cost, and efficiencies which have benefited the Buyer	100%
Supplier to provide a quarterly usage report to the Buyer on its progress to eliminate Consumer Single Use Plastics (CSUP) from the Call-Off Contract	100% or delivery of a report document, as a % of total number of days
Supplier to deliver an annual assessment on Modern Slavery to CCS and share with the Buyer	100% or delivery of a report document, as a % of total number of days

## Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyer under this Call-Off Contract.

All Goods and Services are to be carried out in accordance with RM6299 Framework Schedule 1 (Specification).



RM6299-Framework  
-Schedule-1-Specific

The Buyer has a requirement for the supply and delivery of general office supplies products. Our main objective for this new contract is to achieve new sustainable solutions under it.

As a central government department, we are required to meet or exceed the Government Buying Standards – <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs> – and the Greening Government Commitments – [Greening Government Commitments - GOV.UK](#).

The Buyer's primary aim is to procure key office supplies products which are single use plastic free. *Please note that under our definition of 'plastic free', this also excludes any plastic items that are labelled as bio-based, biodegradable or compostable.*

### Ordering Process

- The Supplier shall have the ability to process Buyer Orders both electronically (online) and offline including, but not limited to:
  - The provision of an online catalogue system available on the Supplier's ordering platform or suitable for uploading into a Buyer(s) eProcurement system;
  - E-mail; and
  - Telephone
- The Supplier shall make available an online catalogue system for the Buyer to place Orders. This will incorporate products from the Core List and where appropriate and applicable Non-Core requirements and shall have the following, as a minimum:
  - A basket of goods;

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- A pre-populated shopping list of previously purchased products (favourites);
- A generic product index which covers all of the individual Core List and Non-Core products for all Lots;
- Clear product information, which shall include as a minimum:
  - Name of the manufacturer of the product;
  - Country of origin;
  - Manufacturer/supplier product code number; and
  - Photographic image of the product, which shall be a true representation, and a full description of the product which must include, as a minimum:
    - ❖ Size;
    - ❖ Dimensions;
    - ❖ Pack size and quantity;
    - ❖ The price of the individual product based on the denomination of quantity, excluding VAT;
    - ❖ Sustainable alternative options for products, wherever possible; and
    - ❖ If the product can be recycled
- Details of the Supplier customer service support helpdesk, including email address, telephone and fax number (where applicable); and
- Visual display of when products are out of stock.

### **Delivery requirements**

The supply and delivery of office supplies products shall include but is not limited to the following Buyer locations, and shall be delivered in line with RM6299 Lot 1

***Delivery Option 2 - once a week delivery, consolidating all Orders received up to a point of fulfilment, ordered via an electronic or manual transaction and delivered to either a single or multiple delivery points, depending on the requirement of the Buyer.***

The Buyer may also require the supply and delivery of products to be delivered on an ad hoc basis in line with RM6299 Lot 1 ***Delivery Option 1 – next day delivery, ordered via an electronic or manual transaction to either a single or multiple delivery points, depending on the requirement of the Buyer.***

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23 STEPHENSON STREET, BIRMINGHAM, B2 4BJ
3 <sup>RD</sup> FLOOR, 2 RIVERGATE, TEMPLE QUAY, BRISTOL, BS1 6EH
TOWNELEY HOUSE, KINGSWAY, BURNLEY, BB11 1BJ
VICTORIA HOUSE, CAPITAL PARK, FULBOURN, CAMBRIDGE, CB21 5XA
QUEEN ELIZABETH HOUSE, 1 SIBBALD WALK, EDINBURGH, EH8 8FT
QUARRY HOUSE, QUARRY HILL, LEEDS, LS2 7UE
SUITE 3B 3 <sup>RD</sup> FLOOR, CUNARD BUILDING, WATER STREET, LIVERPOOL, L3 1DS
39 VICTORIA STREET, WESTMINSTER, LONDON, SW1H 0EU
4 <sup>TH</sup> FLOOR, 3 PICCADILLY PLACE, LONDON ROAD, MANCHESTER, M1 3BN
STELLA HOUSE, GOLDCREST WAY, NEWCASTLE UPON TYNE, NE15 8NY
SEATON HOUSE, LONDON ROAD, CITY LINK, NOTTINGHAM, NG2 4LA
PREMIER HOUSE, 60 CAVERSHAM ROAD, READING, BERKS, RG1 7EB

The Buyer may also require the Supplier to supply and deliver the Goods to other regional locations across the UK. This may also include home deliveries to support hybrid working/smarter working policies and may require a different delivery option.