

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

Order Form

CALL-OFF REFERENCE: **C48837**

THE BUYER: **Secretary of State for Health and Social Care
acting as part of the Crown**

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

THE SUPPLIER: **Flexiform Business Furniture Limited**

SUPPLIER ADDRESS: **1392 Leeds Road
Bradford,
West Yorkshire,
BD3 7AE**

REGISTRATION NUMBER: **02542123**

DUNS NUMBER: **762662468**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **12th October 2021**.

It's issued under the Framework Contract with the reference number **RM6119** for the provision of **Furniture & Associated Services**.

CALL-OFF LOT(S):
Lot 8 – Hubs Furniture

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) **RM6119**

3. The following Schedules in equal order of precedence:

- Joint Schedules for RM6119
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 8 (Guarantee)
 - Joint Schedule 9 (Minimum Standards of Reliability)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for C48837
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details) – As attached below
 - Call-Off Schedule 7 (Key Supplier Staff) – As listed below
 - Call-Off Schedule 9 (Security) Part A – Short Form
 - Call-Off Schedule 11 (Installation Works)
 - Call-Off Schedule 14 (Service Levels) – As attached below
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 20 (Call-Off Specification) – As attached below
4. CCS Core Terms (version 3.0.7)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6119

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 SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:
None

CALL-OFF START DATE: **14th October 2021**

CALL-OFF EXPIRY DATE: **13th October 2023**

CALL-OFF INITIAL PERIOD: **2 Years** (with the option to extend for a further 12-month period, to 13th October 2024. Minimum written notice to the Supplier in respect of extension: 2 weeks).

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 **£100,000.00**.

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)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

The Supplier shall issue electronic invoices monthly in arrears 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 you have a query regarding an outstanding payment please contact our Accounts Payable section by email to [REDACTED].

The Supplier shall ensure that each invoice submitted includes, but not be limited to, the account number, Suppliers order number, Buyer's order reference, product information including description, amount ordered and total price.

BUYER'S INVOICE ADDRESS:

[REDACTED]

Or email: [REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Deputy Director – Property and Security



BUYER'S ENVIRONMENTAL POLICY

As per the DHSC Sustainable Development Management Plan 2018-21 (below), Fit for the Future September 2018, and the Greening Government Commitments 2016 – 2020:



DHSC Sustainable
Development Manage

The Supplier shall be required to supply products that are compliant with the minimum Government Buying Standards. This includes office furniture, as per the below:

Government Buying Standards for Furniture – Version 4 – June 2014. Available online at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/341461/Furniture_GBS_1407.pdf

BUYER'S SECURITY POLICY

Not applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE

[Redacted]

Southern Sales Director

[Redacted]

SUPPLIER'S CONTRACT MANAGER

[Redacted]

Contract Manager

[Redacted]

PROGRESS REPORT FREQUENCY

Not applicable

PROGRESS MEETING FREQUENCY

Not applicable

KEY STAFF

[Redacted]

Southern Sales Director

[REDACTED]

[REDACTED]

Contract Manager

[REDACTED]

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

All pricing and product information.

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

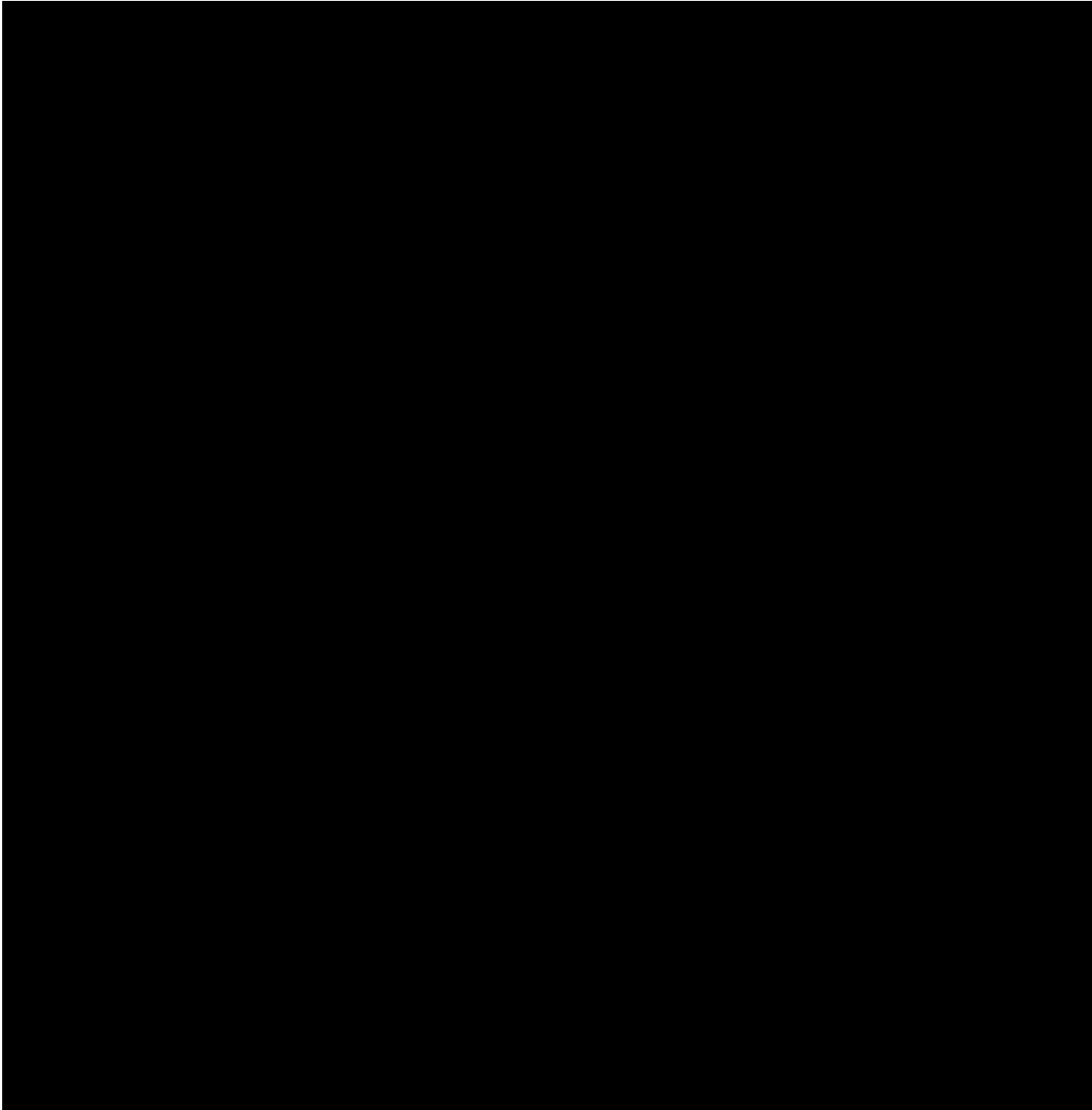
Not applicable

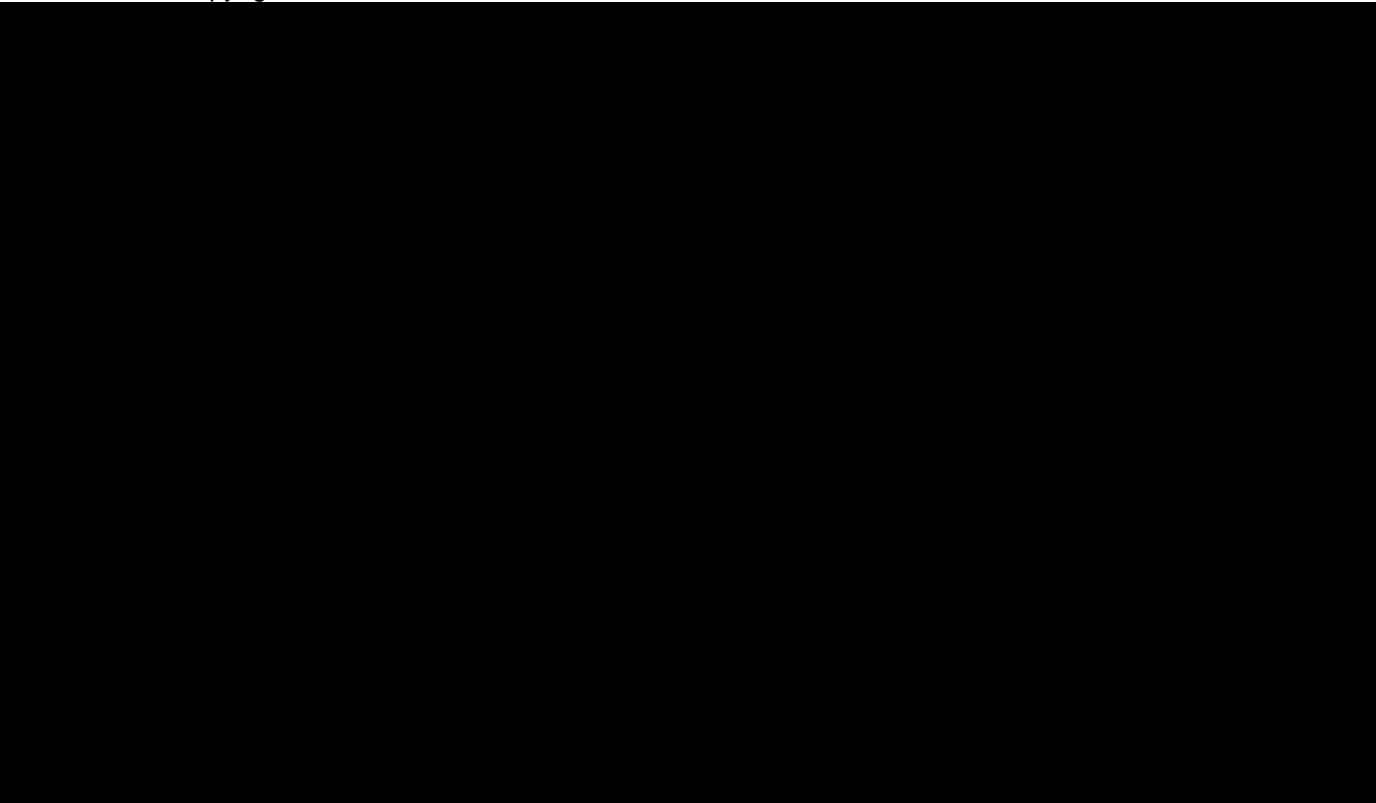
SOCIAL VALUE COMMITMENT

Not applicable

For and on behalf of the Supplier:	For and on behalf of the Buyer:

Call-Off Schedule 5 (Pricing Details)



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1. Any variation to the Charges must be agreed between the Supplier and the Buyer and implemented using the same procedure for altering Framework Prices in accordance with the provisions of Framework Schedule 3 (Framework Prices).
 2. No further amounts shall be payable in respect of matters such as:
 - 2.1. incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges.
 3. All other Charges to the Buyer from the Supplier must be in-line with the RM6119 Lot 8 maximum framework prices.

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):

"Critical Service Level Failure"	has the meaning given to it in the Order Form;
"Service Credits"	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;
"Service Credit Cap"	has the meaning given to it in the Order Form;
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
"Service Level Threshold"	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 otherwise 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:
- 1.2.1 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;
 - 1.2.2 instruct the Supplier to comply with the Rectification Plan Process;
 - 1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
 - 1.2.4 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: Service Levels and Service Credits Table

Service Levels			
Service Level Performance Criterion	Targets / Success Criteria	Service Level	Performance Measure
Quality of Goods and Services	Goods supplied are fit for purpose, comply with the relevant specification, and have a finish and construction that is acceptable to the Buyer	100% at all times	SLA report / Management Information report
Delivery performance	All deliveries are to be made on time to the Buyer as per pre agreed timescales and delivery schedule	100% at all times	SLA report / Management Information report
Complaints Handling and Escalation	All issues and/or complaints escalated to Supplier to be acknowledged and actioned within 24 hours	At least 98% at all times	Record of acknowledged and resolved escalations
Continuous Improvement	The Supplier shall continuously improve its performance and the quality of its Goods and Services, and shall identify potential cost savings throughout the duration of the Call Off Contract	At least 98% at all times	SLA report / Management Information report
Accurate and timely billing of invoices to the Buyer	All invoices to be sent to the Buyer within 30 days upon delivery of the Goods or Services	At least 98% at all times	Record of invoices received within 30 days

Part B: Performance Monitoring

3. Performance Monitoring and Performance Review

- 3.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 3.2 The Supplier shall provide the Buyer with performance monitoring reports ("Performance Monitoring Reports") in accordance with the process and timescales agreed pursuant to paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 3.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 3.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 3.2.3 details of any Critical Service Level Failures;
 - 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 3.2.6 such other details as the Buyer may reasonably require from time to time.
- 3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 3.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.

- 3.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

4. Satisfaction Surveys

The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

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.

1. Deliverables

- 1.1. DHSC requires the provision of goods and services to maintain the existing furniture in several office locations via Lot 8 of the CCS RM6119 Furniture & Associated Services Framework Agreement. These goods and services may include but are not limited to:
 - 1.1.1. Provision of spare parts, maintenance, and repair services (outside of warranty) for existing Flexiform furniture across the DHSC estate.
 - 1.1.2. Reconfiguration or modification of existing Flexiform furniture across the DHSC estate, as required.
 - 1.1.3. Removal, relocation, and storage of existing Flexiform furniture from across the DHSC estate, as required.
 - 1.1.4. Provision of replacement furniture items, where required.
- 1.2. To be delivered in accordance with RM6119 Framework Schedule 1 (Specification).



RM6119-Specification.docx

2. Responsibilities

- 2.1. DHSC will:
 - 2.1.1. Appoint a Contract Manager to liaise with the Supplier;
 - 2.1.2. Provide the Supplier with a Purchase Order within an agreed minimum timeframe;
 - 2.1.3. Provide the Supplier with the necessary site instructions and timescales to carry out the works such as building access where works are to take place and floor plans, as appropriate.
- 2.2. The Supplier will:
 - 2.2.1. Appoint a Contract Manager to oversee works and liaise with / report as the Buyer requires to the Buyer's Contract Manager;
 - 2.2.2. Provide detailed quotations for all goods or services requested;
 - 2.2.3. Ensure appropriate resources managing the maintenance, modification or repair of the goods have sufficient knowledge, skills and experience;
 - 2.2.4. Perform quality assurance on all aspects of the works.

3. Scope

3.1. The scope of the requirement covers the following three buildings:

3.1.1. Quarry House

Quarry Hill

Leeds

LS2 7UE

3.1.2. 1 Redman Place

Stratford

London

E20 1JQ

3.1.3. 39 Victoria Street

Westminster

London

SW1H 0EU

3.1.4. Departmental Records Office

Towneley House

Burnley

BB11 1BJ

3.2. This list covers the current sites envisaged for this contract, however, this may be subject to change, dependent on future service demands but is only in relation to furniture supplied by Flexiform Business Furniture Ltd for continuity purposes.