

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

### Order Form

CALL-OFF REFERENCE:	<b>TIS0647</b>
TITLE:	<b>Property Furniture Requirements Across the Insolvency Service Estate</b>
THE BUYER:	<b>The Insolvency Service</b>
BUYER ADDRESS	<b>[Redacted]</b>
THE SUPPLIER:	<b>Flexiform</b>
SUPPLIER ADDRESS:	<b>[Redacted]</b>
REGISTRATION NUMBER:	<b>01502386</b>
DUNS NUMBER:	

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

### Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 15<sup>th</sup> August 2023.

It's issued under the Framework Contract with the reference number TIS0647, RM6119, Lot 8 for the provision of Hubs Furniture.

### Call - off Lot(s):

RM6119, Lot 8 Hubs Furniture

### Call - off Incorporated Terms

Framework Ref: RM6119  
Contract Ref: TIS0647

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 **TIS0647**
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 3 (Continuous Improvement)
    - Call-Off Schedule 5 (Pricing Details)
    - Call-Off Schedule 7 (Key Supplier Staff)
    - Call-Off Schedule 9 (Security – Part A of Form Selected)
    - Call-Off Schedule 11 (Installation Works)
    - Call-Off Schedule 14 (Service Levels)
    - Call-Off Schedule 15 (Call-Off Contract Management)
    - Call-Off Schedule 16 (Benchmarking)
    - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.4)
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

Framework Ref: RM6119

Contract Ref: TIS0647

CALL - OFF START DATE: **15th August 2023**

CALL – OFF EXPIRY DATE: **20<sup>th</sup> June 2024**

CALL – OFF INITIAL PERIOD: **10 Months**

## **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 £50,000

## **Call – off Charges**

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

## **Reimbursable Expenses**

Recoverable as stated in the Framework Contract

## **Payment Method**

PO to be raised for orders and supplier to invoice on receipt of these items. Once invoice received, payment to be made by BACS within 30 Calendar Days.

Before payment can be considered each invoice must include details of work completed/to be completed.

The Insolvency Service recognises the importance of prompt, fair and effective payment in all businesses. Being paid promptly for work done ensures businesses have a healthy cash flow. In accordance with the Regulations, the Insolvency Service includes 30 calendar day payment terms in all new public sector contracts and will work with contracted suppliers to ensure that this payment term is passed down the supply chain

A valid Supplier Invoice shall include the following:

- Valid Insolvency Service Purchase Order Number;
- Insolvency Service Contract Reference Number (if applicable)

The Insolvency Service may make reasonable changes to its invoicing requirements during the Term of the contract by providing 30 calendar days written notice to the Supplier.

## **Buyer's Invoice Address:**

**[Redacted]**

Framework Ref: RM6119

Contract Ref: TIS0647

## Buyer's Authorised Representative

[Redacted]

Commercial Business Manager

[Redacted]

## Buyer's Environmental Policy

[Environmental and sustainability policy - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/organisations/insolvency-service/about/procurement)

## Buyer's Security Policy

<https://www.gov.uk/government/organisations/insolvency-service/about/procurement>

## Supplier's Authorised Representative

[Redacted]

National Sales Director

[Redacted]

Flexiform, [Redacted]

## Supplier's Contract Manager

[Redacted]

Account Manager

[Redacted]

Flexiform, [Redacted]

## Progress Report Frequency

On the first working day following 3 months after the contract start date and then every 3 months until contract end

## Progress Meeting Frequency

As required

## Key Staff

As per Schedule 7

## Key subcontractor(s)

Not Applicable

## Commercially Sensitive Information

Not Applicable

## Service Credits

Not Applicable

## Additional Insurances

Not Applicable

## Guarantee

Not Applicable

## Social Value Commitment

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[Redacted]	Signature:	[Redacted]
Name:	[Redacted]	Name:	[Redacted]
Role:	National Sales Director	Role:	Hd of Commercial Governance & Continuous Improvement
Date:	14/08/2023	Date:	15/08/2023

## Call-Off Schedule 1 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

## Annex A: List of Transparency Reports

Title	Content	Format	Frequency
[Performance]	[ ]	[ ]	[ ]
[Call-Off Contract Charges]	[ ]	[ ]	[ ]
[Key Subcontractors]	[ ]	[ ]	[ ]
[Technical]	[ ]	[ ]	[ ]
[Performance management]	[ ]	[ ]	[ ]

Reports to be agreed as required

# Call-Off Schedule 3 (Continuous Improvement)

## 1. BUYER'S RIGHTS

- 1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

## 2. SUPPLIER'S OBLIGATIONS

- 2.1. The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2. The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3. In addition to Paragraph The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer., the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
  - 2.3.1. identifying the emergence of relevant new and evolving technologies.
  - 2.3.2. changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
  - 2.3.3. new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
  - 2.3.4. measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4. The initial Continuous Improvement Plan for the first (1<sup>st</sup>) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.



- 2.5. The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.6. The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7. If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.8. Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.:
  - 2.8.1. the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
  - 2.8.2. the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.9. The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1<sup>st</sup>) Contract Year) in accordance with the procedure and timescales set out in Paragraph In addition to Paragraph The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer., the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:.
- 2.10. All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11. Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.

- 2.12. At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

## **1. CALL-OFF SCHEDULE 5 (PRICING DETAILS)**

1. Pricing is aligned to Flexiform's catalogue and pricing details as provided to RM 6119 Lot 8.
2. For more information on the pricing matrix, please refer to:  
**[Redacted]**
3. Below is a copy of the CCS Catalogue for 2023
4. For non-catalogue items, a quote will be provided by Flexiform

Version of Flexiform Catalogue:

**[Redacted]**

## Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The Annex 1 to this Schedule lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
  - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
  - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
  - 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
  - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
  - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
  - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;
  - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
  - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

## Annex 1- Key Roles

Key Role	Key Staff	Contract Details
Account Manager	[Redacted]	[Redacted]

# Call-Off Schedule 9 (Security)

## Part A: Short Form Security Requirements

### 1. Definitions

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

<b>"Breach of Security"</b>	1 the occurrence of:
	a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or
	b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,
<b>"Security Management Plan"</b>	2 in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;
	3 the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.

### 2. Complying with security requirements and updates to them

- 2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 2.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables

it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.

- 2.5 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

### **3. Security Standards**

- 3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
- 3.2.1 is in accordance with the Law and this Contract;
  - 3.2.2 as a minimum demonstrates Good Industry Practice;
  - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
  - 3.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

### **4. Security Management Plan**

#### **4.1 Introduction**

- 4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

#### **4.2 Content of the Security Management Plan**

- 4.2.1 The Security Management Plan shall:
- a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
  - b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;

- c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

#### **4.3 Development of the Security Management Plan**

- 4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and, in any event, no longer than fifteen (15) Working Days from the date of its first



submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

- 4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However, a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

#### **4.4 Amendment of the Security Management Plan**

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
  - a) emerging changes in Good Industry Practice;
  - b) any change or proposed change to the Deliverables and/or associated processes;
  - c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
  - d) any new perceived or changed security threats; and
  - e) any reasonable change in requirements requested by the Buyer.
- 4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
  - a) suggested improvements to the effectiveness of the Security Management Plan;
  - b) updates to the risk assessments; and
  - c) suggested improvements in measuring the effectiveness of controls.
- 4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
- 4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

## 5. Security breach

5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:

- 5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
- a) minimise the extent of actual or potential harm caused by any Breach of Security;
  - b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
  - c) prevent an equivalent breach in the future exploiting the same cause failure; and
  - d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

# Call-Off Schedule 11 (Installation Works)

## 1. WHEN THIS SCHEDULE SHOULD BE USED

- 1.1. This Schedule is designed to provide additional provisions necessary to facilitate the provision Deliverables requiring installation by the Supplier.

## 2. How things must be installed

- 2.1. Where the Supplier reasonably believes, it has completed the Installation Works it shall notify the Buyer in writing. Following receipt of such notice, the Buyer shall inspect the Installation Works and shall, by giving written notice to the Supplier:
  - 2.1.1. accept the Installation Works, or
  - 2.1.2. reject the Installation Works and provide reasons to the Supplier if, in the Buyer's reasonable opinion, the Installation Works do not meet the requirements set out in the Call-Off Order Form (or elsewhere in this Contract).
- 2.2. If the Buyer rejects the Installation Works in accordance with Paragraph 2.1.2, the Supplier shall immediately rectify or remedy any defects and if, in the Buyer's reasonable opinion, the Installation Works do not, within five (5) Working Days of such rectification or remedy, meet the requirements set out in the Call-Off Order Form (or elsewhere in this Contract), the Buyer may terminate this Contract for material Default.
- 2.3. The Installation Works shall be deemed to be completed when the Supplier receives a notice issued by the Buyer in accordance with Paragraph 2.2.1 Notwithstanding the acceptance of any Installation Works in accordance with Paragraph 2.2), the Supplier shall remain solely responsible for ensuring that the Goods and the Installation Works conform to the specification in the Call-Off Order Form (or elsewhere in this Contract). No rights of estoppel or waiver shall arise as a result of the acceptance by the Buyer of the Installation Works.
- 2.4. Throughout the Contract Period, the Supplier shall have at all times all licences, approvals and consents necessary to enable the Supplier and the Supplier Staff to carry out the Installation Works.

## 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.

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

- 1.2 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 1.3 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.
- 1.4 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.
- 1.5 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
- 1.5.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or

1.5.2 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

1.5.3 the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).

1.6 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:

1.6.1 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;

1.6.2 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

1.6.3 there is no change to the Service Credit Cap.

**1. Critical Service Level Failure**

**On the occurrence of a Critical Service Level Failure:**

1.7 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and

1.8 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 **Error! Reference source not found.** 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.

**2.**

## Part A: Service Levels and Service Credits

### 1. Service Levels

If the level of performance of the Supplier:

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

1.10 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.a.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.a.2 instruct the Supplier to comply with the Rectification Plan Process;
- 1.a.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
- 1.a.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).

### 1. Service Credits

- 1.11 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.
- 1.12 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.

**Please Note: Service Credits are not being invoked as part of this agreement**

## Annex A to Part A: Services Levels

Service Levels				
Service Level Performance Criterion	Description	Service Level – Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN
<b>Online Portal</b>	Web Portal to be available Monday to Friday 08:00 – 18:00	<98%	>= 98% and < 100%	100%
<b>After Sales Service</b>	After Sales Services to be delivered within five (5) working days following appointment	<97%	>= 97% and < 99%	>= 99%
<b>Call Off Contract Management</b>	All customer complaints to be acknowledged within one (1) Working Day of receipt	< 97%	> = 97% and < 99%	> = 99%
	Customers to be updated regarding complaints resolution at an interval of every two (2) Working Days until Complaint resolved	< 97%	> = 97% and < 99%	> = 99%

# Call-Off Schedule 15 (Call-Off Contract Management)

## 1. DEFINITIONS

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

<b>"Operational Board"</b>	the board established in accordance with paragraph The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day. of this Schedule;
<b>"Project Manager"</b>	the manager appointed in accordance with paragraph The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day. of this Schedule;

## 2. PROJECT MANAGEMENT

- 2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
- 2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

## 2. ROLE OF THE SUPPLIER CONTRACT MANAGER

- 2.4 The Supplier's Contract Manager's shall be:
- 2.4.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
  - 2.4.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;



- 2.4.3 able to cancel any delegation and recommence the position himself; and
- 2.4.4 replaced only after the Buyer has received notification of the proposed change.
- 2.5 The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 2.6 Receipt of communication from the Supplier's Contract Manager's by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

### **3. ROLE OF THE OPERATIONAL BOARD**

- 3.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 3.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.
- 3.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 3.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 3.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

### **4. CONTRACT RISK MANAGEMENT**

- 4.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 4.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
  - 4.2.1 the identification and management of risks;
  - 4.2.2 the identification and management of issues; and

4.2.3 monitoring and controlling project plans.

- 4.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 4.4 The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer's and the Supplier have identified.

## **Annex: Contract Boards**

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

**The parties do not foresee a time where this contract would require a board.**

It is a low value, low risk procurement and therefore should only require Contract Managers for both the Buyer and Supplier side to address any concern, potential risks.

Any concerns between parties should be raised between parties as they occur and a scheduled Contract review of once in every three-month period.

The Buyer organisation has requested within the specifications to receive MI on what has been purchased and invoiced.

This will continually be monitored as part of the buyer contract management.

# Call-Off Schedule 16 (Benchmarking)

## 1. DEFINITIONS

1.1. In this Schedule, the following expressions shall have the following meanings:

<b>"Benchmark Review"</b>	a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;
<b>"Benchmarked Deliverables"</b>	any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;
<b>"Comparable Rates"</b>	the Charges for Comparable Deliverables;
<b>"Comparable Deliverables"</b>	deliverables that are identical or materially similar to the Benchmark Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;
<b>"Comparison Group"</b>	a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;
<b>"Equivalent Data"</b>	data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;
<b>"Good Value"</b>	that the Benchmark Rates are within the Upper Quartile; and
<b>"Upper Quartile"</b>	in respect of Benchmark Rates, that based on an analysis of Equivalent Data, the Benchmark Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables.

## 2. WHEN YOU SHOULD USE THIS SCHEDULE

- 2.1. The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.
- 2.2. This Schedule sets to ensure the Contracts represent value for money throughout and that the Buyer may terminate the Contract by issuing a Termination Notice to

the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.

2.3. Amounts payable under this Schedule shall not fall with the definition of a Cost.

### **3. BENCHMARKING**

#### **3.1. How benchmarking works**

- 3.1.1. The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.
- 3.1.2. The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.
- 3.1.3. The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Commencement Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 3.1.4. The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.
- 3.1.5. The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.
- 3.1.6. Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.
- 3.1.7. The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

#### **3.2. Benchmarking Process**

- 3.2.1. The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:
  - 3.2.1.1. a proposed cost and timetable for the Benchmark Review;
  - 3.2.1.2. a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and

- 3.2.1.3. a description of how the benchmarker will scope and identify the Comparison Group.
- 3.2.2. The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.
- 3.2.3. The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.
- 3.2.4. Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.
- 3.2.5. Once it has received the Approval of the draft plan, the benchmarker shall:
  - 3.2.5.1. finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:
    - 3.2.5.1.1. market intelligence;
    - 3.2.5.1.2. the benchmarker's own data and experience;
    - 3.2.5.1.3. relevant published information; and
    - 3.2.5.1.4. pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;
  - 3.2.5.2. by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
  - 3.2.5.3. using the Equivalent Data, calculate the Upper Quartile;
  - 3.2.5.4. determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- 3.2.6. The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.
- 3.2.7. In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment

of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:

- 3.2.7.1. the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
- 3.2.7.2. exchange rates;
- 3.2.7.3. any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

### 3.3. **Benchmarking Report**

- 3.3.1. For the purposes of this Schedule "**Benchmarking Report**" shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;
- 3.3.2. The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan., setting out its findings. Those findings shall be required to:
  - 3.3.2.1. include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
  - 3.3.2.2. if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
  - 3.3.2.3. include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.
- 3.3.3. The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 24 (Changing the 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 Buyers under this Call-Off Contract

### 1. PURPOSE

The Business area are looking to be able to have a Call-off agreement in place to be able to procure the following items:

The deliverables for this Call-Off contract are for the INSS ESTATES BAU to be able to call-off hub furniture items from a catalogue of core items up to the value of £50k.

The specifications are that the agreed lead times for delivery of core items are as agreed within CCS Framework RM6119 are met.

The buyer organisation receives monthly MI on what has been purchased and invoiced for within the previous calendar month

### 2. BACKGROUND TO THE CONTRACTING AUTHORITY

The Insolvency Service is an executive agency and part of the Department of Business and Trade (DBT). The purpose of “the Agency” is delivering economic confidence. We do this by:

- supporting those in financial distress;
- tackling financial wrongdoing; and
- maximising returns to creditors.

The Agency operates under a statutory framework. It provides the essential mechanisms and efficient means for dealing with individual and corporate financial failure and the investigation of fraud and misconduct in insolvencies. It also assesses and makes payment of statutory entitlements to redundancy payments when an employer cannot or will not pay its employees. The vast majority of the Agency’s staff are office based and are throughout the UK.

The Insolvency Service consists of a network of offices across England and in limited locations in Wales and Scotland. There are currently approximately 1800 permanent staff and 100 temporary staff working across these locations. Employees are based either in front line offices, or in the corporate business services sections across most locations, with a lot of people also working flexibly from home part of the week. Generally, offices have in the order of 30-60 staff. However, [Redacted] have higher concentrations of staff. Offices are based at the following locations:

[Redacted]



**Please Note:** The Insolvency Service is currently undergoing a Transforming Workplaces programme of activities and our locations and numbers of employees in attendance are subject to change and amendment.

### **3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT**

The deliverables for this Call-Off contract are for the INSS ESTATES BAU to be able to call-off hub furniture items from a catalogue of core items up to the value of £50k.

INSS Estates BAU are wanting to call-off items ad-hoc requirements that are out of scope from projects.

In order to meet our obligations under the Public Services Act 2012 of meeting the requirement of obtaining best value with regards to spending taxpayers' money.

### **4. DEFINITIONS**

Expression or Acronym	Definition
INSS	means The Insolvency Service

### **5. SCOPE OF REQUIREMENT**

The service shall enable INSS to fulfil their legislative requirements in maintaining best value for taxpayer's money.

Access to the whole catalogue of framework core items

Non-core items. Any requirements for these will need to be tendered separately to this agreement.

### **6. THE REQUIREMENT**

The supplier shall provide the following: The deliverables for this Call-Off contract are for the INSS ESTATES BAU to be able to call-off hub furniture items from a catalogue of core items up to the value of £50k.

The specifications are that the agreed lead times for delivery of core items are as agreed within CCS Framework RM6119 are met.

The buyer organisation receives monthly MI on what has been purchased and invoiced for within the previous calendar month

### **7. KEY MILESTONES**

The Potential Provider should note the following project milestones that the Authority will measure the quality of delivery against:

1	Implementation Plan	Within one (1) month of Contract Start Date
2	Supplier to provide Buyer with list of data required by the Supplier prior to Service Commencement	Within two (2) weeks of Contract Award

3	Set up of systems and processes to support delivery of the Services	Within one (1) month of Contract Start Date
4	Contract start date	15 <sup>th</sup> August 2023

## **8. AUTHORITY'S RESPONSIBILITIES**

INSS will provide the supplier with all relevant, accurate information to enable the supplier to provide the service.

INSS will provide dedicated points of contact from Operations and Commercial

## **9. CONTRACT AND SERVICE MANAGEMENT**

INSS intend to hold reviews (Annually) to review service usage.

## **10. REPORTING**

The Supplier shall provide Management Information each month to INSS which shall, at a minimum, include:

An Executive Summary outlining service usage of the Services used by the Buyers and emerging trends, including usage trends.

- Buyers' name and further breakdown as requested e.g., by department.
- Number of items purchased by type.
- Number of Services delivered by type as listed in the Pricing Matrix.
- Charges in month and cumulative charges per Contract Year for each Service; and

The Supplier shall also include the following in the management information report:

- Consolidated complaints report;
- Continuous improvement report and
- Identification of any risks identified with the delivery of the Services including mitigating actions to manage the risks going forward.

The Supplier shall provide the Buyers' additional Management Information which shall be agreed at the Call Off stage. The Supplier and the Buyers shall agree the layout of Management Information reports at the Call Off stage.

The Supplier shall make the Management Information available in electronic format.

## **11. CONTRACT DURATION**

The contract will be for a 10 month period.

## 12. CONTINUOUS IMPROVEMENT

The Supplier will be expected to continually improve the way in which the required goods are to be delivered throughout the Contract duration.

The Supplier should present new ways of working to the Authority during bi-annual Contract review meetings.

Changes to the way in which the Goods are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

## 13. SUSTAINABILITY

The Supplier shall have a sustainability policy that highlights what actions it takes, on an on-going basis, to minimise the environmental impact of its operations and its commitment to meeting the Government sustainability targets – [25 Year Environment Plan](#).

## 14. QUALITY

The supplier must conform to RM6119 Framework Schedule 1 (Specification), Annex 4 Furniture Requirements, Mandatory Requirements – Security and Standards.

## 15. PRICE

As per Supplier's pricing schedule submitted to CCS.

## 16. STAFF AND CUSTOMER SERVICE

The Authority requires the Potential Provider to provide a sufficient level of resource throughout the duration of the Furniture Contract in order to consistently deliver a quality service to all Parties.

Potential Provider's staff assigned to the Furniture Contract shall have the relevant qualifications and experience to deliver the Contract.

The Potential Provider shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

## 17. SERVICE LEVELS AND PERFORMANCE

The Authority will measure the quality of the Supplier's delivery in accordance with RM6119 Call Off Schedule 14 (Service Levels):

Service Level Performance Criterion	Description	Service Level – Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN
<b>Online Portal</b>	Web Portal to be available Monday to Friday 08:00 – 18:00	<98%	>= 98% and < 100%	100%

<b>After Sales Service</b>	After Sales Services to be delivered within five (5) working days following appointment	<97%	>= 97% and < 99%	>= 99%
<b>Call Off Contract Management</b>	All customer complaints to be acknowledged within one (1) Working Day of receipt	< 97%	> = 97% and < 99%	> = 99%
	Customers to be updated regarding complaints resolution at an interval of every two (2) Working Days until Complaint resolved	< 97%	> = 97% and < 99%	> = 99%

## 18. PAYMENT

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

## 19. LOCATION

The location of where goods are to be delivered will be issued at the time of each order.