

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

## Order Form

CALL-OFF REFERENCE: **C114875 (CCS RM6119/L8)**

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 18<sup>th</sup> May 2023.

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 C40868
    - 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 (Specification) – As attached below
4. CCS Core Terms (version 3.0.7)
5. Joint Schedule 5 (Corporate Social Responsibility) for 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

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CALL-OFF START DATE: **1 June 2023**

CALL-OFF EXPIRY DATE: **31 August 2023**

CALL-OFF PERIOD: **3 months** (with the option to extend for a further 3 month period, to 31 November 2023)

### 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 **£200,000**.

### 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)

### 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:**

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]

Quarry House  
Quarry Hill  
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)

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](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]  
[REDACTED]  
[REDACTED]

**PROGRESS REPORT FREQUENCY**

On the first Working Day of each calendar month

**PROGRESS MEETING FREQUENCY**

Not applicable

**KEY STAFF**

[REDACTED]  
[REDACTED]  
[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

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<b>For and on behalf of the Supplier:</b>	<b>For and on behalf of the Buyer:</b>

## **Call-Off Schedule 5 (Pricing Details)**



## 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:



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- (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.

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- 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.

The supply, delivery and installation of office furniture to the following location:

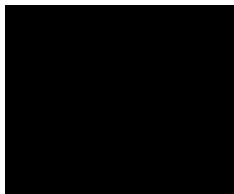
8<sup>th</sup> Floor  
Quarry House  
Leeds  
LS2 7UE

### **Project Timescales**

Target Order Date – w/c 01 June 2023

Final Completion/Delivery Date – w/c 07 August 2023

DHSC C114875 Quotation from the Supplier to adhere to CCS RM6119 framework specification below:



RM6119-Specificatio  
n.docx