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

**Order Form**

CALL-OFF REFERENCE: TIS0476

THE BUYER: Insolvency Service

BUYER ADDRESS 16th floor, 1 Westfield Ave, Stratford, London E20 1HZ

THE SUPPLIER: Health Partners Ltd

SUPPLIER ADDRESS:Tribune House, Bell Lane, Uckfield, East Sussex, TN22 1QL

REGISTRATION NUMBER:10284664

DUNS NUMBER: 221943235

SID4GOV ID:N/A

[Buyer guidance: 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.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form starting from ‘APPLICABLE FRAMEWORK CONTRACT’ and up to, but not including, the Signature block

It is essential that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 28 April 2022.

It’s issued under the Framework Contract with the reference number **RM6182** for the provision of **Occupational Health Services.**

CALL-OFF LOT(S):

**Lot 2**

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) RM6182.
3. The following Schedules in equal order of precedence:

* Joint Schedules for RM6182
  + Joint Schedule 2 (Variation Form)
  + Joint Schedule 3 (Insurance Requirements)
  + Joint Schedule 4 (Commercially Sensitive Information)
  + Joint Schedule 7 (Financial Difficulties)
  + Joint Schedule 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)
  + Joint Schedule 12 (Supply Chain Visibility)
* Call-Off Schedules for RM6182
  + Call-Off Schedule 1 (Transparency Reports)
  + Call-Off Schedule 2 (Staff Transfer)
  + Call-Off Schedule 3 (Continuous Improvement)
  + Call-Off Schedule 5 (Pricing Details)
  + Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  + Call-Off Schedule 9 (Security)
  + Call-Off Schedule 10 (Exit Management)
  + Call-Off Schedule 12 (Clustering)
  + Call-Off Schedule 13 (Implementation Plan and Testing)
  + 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)
  + Call-Off Schedule 24 (Buyer’s Environmental Policy)
  + Call-Off Schedule 25 (Buyer’s Security Policy)

1. CCS Core Terms (version 3.0.8)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6182

Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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: **02/05/2022**

CALL-OFF EXPIRY DATE: **01/05/2025**

CALL-OFF INITIAL PERIOD: **3 years**

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 £45,000

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

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

BACS

BUYER’S INVOICE ADDRESS:

payments@insolvency.gov.uk

BUYER’S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER’S ENVIRONMENTAL POLICY

Appended at Call Off Schedule 24

BUYER’S SECURITY POLICY

Appended at Call-Off Schedule 25

SUPPLIER’S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER’S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

On the fifth Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the tenth Working Day of each quarter

KEY STAFF

N/A

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

Pricing

Social Value Commitments

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

The Service Credit Cap is: [REDACTED]

The Service Period is: one Month

A Critical Service Level Failure is: Service availability <98% of Online Portal and Telephone Support Services, excluding Public and Bank Holidays, except for agreed downtime and maintenance which will be agreed with the Buyer at least seventy-two (72) hours in advance of such work being carried.

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

None

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 in Call-Off Schedule 4 (Call-Off Tender)

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: | [REDACTED] | Signature: | [REDACTED] |
| Name: | [REDACTED] | Name: | [REDACTED] |
| Role: | [REDACTED] | Role: | [REDACTED] |
| Date: | 5/5/2022 | Date: | 28/4/2022 |