#### **Order Form**

CALL-OFF REFERENCE: C78980

THE BUYER: UK Health and Security agency (UKHSA)

BUYER ADDRESS 39 Victoria St, Westminster, London SW1H 0EU

THE SUPPLIER: OT Group Ltd

SUPPLIER ADDRESS: Unit 1, Alexandria Drive, Ashton Under Lyne, OL7

0QN

REGISTRATION NUMBER: 05607779

DUNS NUMBER: 348077673

SID4GOV ID:

#### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 12<sup>th</sup> July 2022.

It's issued under the Framework Contract with the reference number 6059 Framework Contract for the provision of Office Stationery and Electronic Office Supplies.

CALL-OFF LOT(S):

Framework Ref: RM6059 Office Supplies Framework

Project Version: v1.0 Model Version: v3.5

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Lot Number	Lot Description	Relevant (Yes / No)
1	Office Stationery and Electronic Office Supplies	No
2	Office and Electronic Office Supplies	Yes
3	Electronic Office Supplies	No

#### **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) RM6059
- 3. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6059
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - o Joint Schedule 5 (Corporate Social Responsibility)
    - 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 RM6059
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 3 (Continuous Improvement)
    - Call-Off Schedule 4 (Call off Tender)
    - Call-Off Schedule 5 (Pricing Details)
    - Call-Off Schedule 7 (Key Supplier Staff)
    - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
    - Call-Off Schedule 9 (Security)
    - Call-Off Schedule 10 (Exit Management)
    - o Call-Off Schedule 13 (Implementation Plan and Testing)
    - Call-Off Schedule 14 (Service Levels)
    - Call-Off Schedule 15 (Call-Off Contract Management)

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- Call-Off Schedule 16 (Benchmarking)
- o Call-Off Schedule 20 (Call-Off Specification)
- 4. CCS Core Terms (version 3.0.7)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6059

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**

Special Term 1

Nothing under this Call-Off Contract represents any minimum volume commitment to the Supplier for the Goods and Services. For the avoidance of doubt, the raising and issuance of any purchase order under this Call-Off Contract shall not represent a commitment by the Buyer to purchase the volume as set out in the purchase order.

#### Special Term 2

The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 30 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs

CALL-OFF START DATE: 12<sup>th</sup> July 2022

CALL-OFF EXPIRY DATE: 31st March 2023

CALL-OFF INITIAL PERIOD: 8 months, 19 days with an option for the

Buyer to extend for a further period of six

(6) 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.

#### **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)

Framework Ref: RM6059 Office Supplies Framework

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The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier.

#### REIMBURSABLE EXPENSES

None

#### **PAYMENT METHOD**

Supplier to submit invoice monthly in arrears Buyer to pay invoices within 30 days

#### **PAYMENT METHOD**

Supplier to submit invoice monthly in arrears Buyer to pay invoices within 30 days All subject to Clause 4 of Framework RM6059

#### **BUYER'S INVOICE ADDRESS:**

Department of Health and Social Care Finance Payables@phe.gov.uk 39 Victoria Street, Westminster, London SW1H 0EU

#### **BUYER'S AUTHORISED REPRESENTATIVE**

DHSC Contract Manager as advised from time to time.

#### **BUYER'S ENVIRONMENTAL POLICY**

Greening Government Commitments 2016 to 2020 - GOV.UK (www.gov.uk)

# SUPPLIER'S AUTHORISED REPRESENTATIVE SUPPLIER'S CONTRACT MANAGER

#### PROGRESS REPORT FREQUENCY

Framework Ref: RM6059 Office Supplies Framework

Project Version: v1.0 Model Version: v3.5

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The Supplier shall produce a Monthly Reporting Pack which includes but is not limited to:

- SLA's / KPI's
- Financials

#### PROGRESS MEETING FREQUENCY

The Supplier shall attend regular Contract Management meetings as set out below:

Meeting type	Frequency	Purpose	
Operational	Daily/Weekly	Review and monitor the operational performance of the Services.	
		Review WIP Report	
Contract/Performance	Monthly	Review and monitor the commercial aspects of the Services, including:	
		- SLA's/KPI's,	
		- Service Delivery	
		- Financials	
		- Risk	
		- Innovation / Improvement	
Strategic	Quarterly	Review and monitor the overall performance of the Service Provider in the provision of the Services, including strategic forward planning	

KEY STAFF		

#### KEY SUBCONTRACTOR(S)

#### COMMERCIALLY SENSITIVE INFORMATION

Framework Ref: RM6059 Office Supplies Framework

Project Version: v1.0 Model Version: v3.5

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All content relating to OT Group tender response.

#### **SERVICE CREDITS**



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

For and on		or and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:	13/7/2022	Date:	28/7/22

Framework Ref: RM6059 Office Supplies Framework

Project Version: v1.0 Model Version: v3.5