# **Order Form**

CALL-OFF REFERENCE: SR946486879

THE BUYER: HM Revenue and Customs

BUYER ADDRESS 100 Parliament Street, London, SW1A 2BQ

THE SUPPLIER: PAM Wellbeing Limited

SUPPLIER ADDRESS: Holly House, 73-75 Sankey Street, Warrington,

**WA1 1SL** 

REGISTRATION NUMBER: 07475231

#### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated It's issued under the Framework Contract with the reference number for the provision of RM6182 for the provision of Occupational Health, Employee Assistance Programmes and Eye Care Services.

# CALL-OFF LOT(S):

Lot 3

#### **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 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 8 (Guarantee)

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- 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 7 (Key Supplier Staff)
  - 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 18 (Background Checks)
  - o Call-Off Schedule 20 (Call-Off Specification)
  - Call-Off Schedule 23 (HMRC terms)]
- 4. CCS Core Terms (version 3.0.8)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6182
- 6. Call-Off Schedule 4 (Call-Off Tender) Not Applicable

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:

Special Term 1: Call-Off Special Schedule 1 (HMRC Mandatory Terms)

CALL-OFF START DATE: 13/06/2022

CALL-OFF EXPIRY DATE: 13/06/2024

CALL-OFF INITIAL PERIOD: 2 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.

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The Estimated Year 1 Charges used to calculate liability in the first Contract Year is

### **CALL-OFF CHARGES**



#### REIMBURSABLE EXPENSES

"Reimbursable Expenses" means the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Customer's expenses policy current from time to time, but not including:

- a) travel expenses incurred as a result of Supplier Personnel travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Customer otherwise agrees in advance in writing; and
- b) subsistence expenses incurred by Supplier Personnel whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed

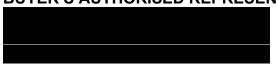
#### **PAYMENT METHOD**

Monthly Invoices, or as may otherwise be agreed within contract drafting. Purchase Order transfer via HMRC's SAP Ariba Network.

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

Payments will be directed via HMRC SAP Ariba Network.

# **BUYER'S AUTHORISED REPRESENTATIVE**



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

Not Applicable

# **BUYER'S SECURITY POLICY**

Appended at Call-Off Schedule 9 (Security)

# SUPPLIER'S AUTHORISED REPRESENTATIVE



# SUPPLIER'S CONTRACT MANAGER

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# PROGRESS REPORT FREQUENCY On the first Working Day of each calendar month

# PROGRESS MEETING FREQUENCY Quarterly on the first Working Day of each quarter

#### **KEY STAFF**

See Call-Off Schedule 7 (Key Supplier Staff)

# **KEY SUBCONTRACTOR(S)**

N/A

# **COMMERCIALLY SENSITIVE INFORMATION**

See Joint Schedule 4: Commercially Sensitive Information

#### SERVICE CREDITS

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

#### ADDITIONAL INSURANCES

Details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements).

# **GUARANTEE**

Not Applicable

# **SOCIAL VALUE COMMITMENT**

Not applicable

| For and on behalf of the Supplier: |  | For and on behalf of the Buyer: |  |
|------------------------------------|--|---------------------------------|--|
| Signature:                         |  | Signature:                      |  |
| Name:                              |  | Name:                           |  |
| Role:                              |  | Role:                           |  |
| Date:                              |  | Date:                           |  |

# Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2020