### **Order Form**

CALL-OFF REFERENCE: 1.11.4.4200

THE BUYER: The Health and Safety Executive

BUYER ADDRESS Redgrave Court, Bootle, L20 7HS

THE SUPPLIER: Duradiamond Healthcare Limited (trading as

Health Partners)

SUPPLIER ADDRESS: King James VI Business Centre, Friarton Road,

Perth PH2 8DY

REGISTRATION NUMBER: SC229346

DUNS NUMBER: 232895362

SID4GOV ID: 459954

#### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 19<sup>th</sup> July 2022.

It's issued under the Framework Contract with the reference number RM6182 for the provision of HSE's 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)

Framework Ref: RM6182

Project Version: v1.0 Model Version: v3.6

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- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 10 (Rectification plan)
- Joint Schedule 11 (Processing Data)
- Call-Off Schedules for RM6182
  - Call-Off Schedule 1 (Transparency Reports)
  - o Call-Off Schedule 2 (Staff Transfer) Part C
  - 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)
  - o Call-Off Schedule 9 (Security) Long form
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 14 (Service Levels)
  - Call-Off Schedule 15 (Call-Off Contract Management)
  - o Call-Off Schedule 20 (Call-Off Specification)
- 4. CCS Core Terms (version 3.0.10)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6182
- 6. 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 START DATE: 20th July 2022

CALL-OFF EXPIRY DATE: 19<sup>th</sup> July 2026

CALL-OFF INITIAL PERIOD: 4 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 £150,000.

#### **CALL-OFF CHARGES**

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

### REIMBURSABLE EXPENSES None

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#### PAYMENT METHOD

All invoices raised must include the relevant Purchase Order number. Failure to include the Purchase Order Number may delay payment. In all cases invoices should be submitted to the below e-mail address.

The Supplier shall send a copy invoice to the HSE Contract Manager identified as authorised representative.

HSE shall make payment of agreed costs, in arrears, within 30 days of the acceptance of the invoice.

Please note: It is extremely important that your invoice is laid out as per the HSE Purchase Order, i.e. Line Numbering and Description.

It must be in pdf format only (flat pdf with no text enabled/embedded/enriched content), using one of the following fonts:-

TrueType;

Type 0 (CID); and

Type 1.

In doing this, you will prevent the invoice being rejected by SSCL.

If you are not advised of the PO No. within 5 working days of contract signature, then please contact the HSE authorised representative, who will be able to provide you with an update and details of when the PO will be sent to you.

Please note: HSE Contracts Team are not always made aware of this PO No. and therefore, to contact them will cause an added delay.

All Invoice queries must, in the first instance be taken up with HSE's Shared Service Department, SSCL. They can be contacted on 0345 241 5356 or 0845 2415356 (Option 2). Alternatively, you can email them via has-finance-apenquiries@gov.sscl.com

If they are unable to offer you an answer to your queries, then you should contact the HSE authorised representative via email, detailing the Contract Reference No., the PO No. (if you have one), and details of what your queries are.

BUYER'S INVOICE ADDRESS: SSCL

BUYER'S AUTHORISED REPRESENTATIVE

SUPPLIER'S AUTHORISED REPRESENTATIVE

SUPPLIER'S CONTRACT MANAGER

PROGRESS REPORT FREQUENCY

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#### PROGRESS MEETING FREQUENCY

### COMMERCIALLY SENSITIVE INFORMATION See Joint Schedule 4

#### **SERVICE CREDITS**

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

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

### Schedules

CCS Core Terms (version 3.0.10)	Core-Terms-v-3.0.10 -v5.odt
Joint Schedule 1 (Definitions)	Joint-Schedule-1-D efinitions-v3.8.docx-
Joint Schedule 2 (Variation Form)	Joint-Schedule-2-V ariation-Form-v.3.1.α
Joint Schedule 3 (Insurance Requirements)	Joint-Schedule-3-In surance-Requiremer
Joint Schedule 4 (Commercially Sensitive Information)	Joint Schedule 4.odt
Joint Schedule 5 (Corporate Social Responsibility)	Joint-Schedule-5-C orporate-Social-Res

Framework Ref: RM6182 Project Version: v1.0

Model Version: v3.6

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

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	nancial-Difficulties-\
Joint Schedule 10 (Rectification plan)	₩≘
	Joint-Schedule-10-
	Rectification-Plan-v.
Joint Schedule 11 (Processing Data)	wa
	Joint-Schedule-11-P
	rocessing-Data-v.4.1
Call-Off Schedule 1 (Transparency reports) - As agreed	Wa
with Contract Manager	
	Call-Off-Schedule-1 -Transparency-Repo
Call-Off Schedule 2 (Staff transfer) Part C	Wa
,	WE
	Call-Off-Schedule-2 -Staff-Transfer-v.3.2.
Call-Off Schedule 3 (Continuous improvement)	
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	Call-Off-Schedule-3 -Continuous-Improv
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Call-Off Schedule 4 (Call-Off Tender)	
	WE
	Call-Off-Schedule-4 -Call-Off-Tender-v3.
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Call-Off Schedule 5 (Pricing Details)	
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	Annex A -
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# Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2020

Call-Off Schedule 8 (Business continuity and disaster recovery)	Call-Off-Schedule-8 -Business-Continuit
Call-Off Schedule 9 (Security)	Call-Off-Schedule-9 -Security-v3.4.docx-1
Call-Off Schedule 10 (Exit Management)	Call-Off-Schedule-1 0-Exit-Management
Call-Off Schedule 14 (Service Levels)	Call-Off-Schedule-1 4-Service-Levels-v3.1
Call-Off Schedule 15 (Call off contract management)	Call-Off-Schedule-1 5-Call-Off-Contract-
Call-Off Schedule 20 (Call-Off Specification)	Schedule A - SSR - Occupational Health