

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

Order Form

CALL-OFF REFERENCE:



THE BUYER:

Department for Work and Pensions

BUYER ADDRESS:

Caxton House, Tothill Street, London, SW1H 9NA

THE SUPPLIER:

People Asset Management Ltd

SUPPLIER ADDRESS:

Holly House, 73-75 Sankey Street, Warrington,
WA1 1SL

REGISTRATION NUMBER:

05199107

DUNS NUMBER:

739464670

APPLICABLE FRAMEWORK CONTRACT:

This Order Form is for the provision of the Call-Off Deliverables and dated 8th July 2024.

It is issued under the Framework Contract with the reference number RM6182 for the provision of Occupational Health Services and Employee Assistance Programme.

CALL-OFF LOT(S):

Lot 1 – Occupational Health and Employee Assistance Programmes, Fully Managed

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) for 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)

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- Joint Schedule 6 (Key Subcontractors)
- 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 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 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)
 - Call-Off Schedule 20 (Call-Off Specification)
- 4. CCS Core Terms (version 3.0.8)
- 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 SPECIAL TERMS:

The following Special Terms are incorporated into this Call-Off Contract:

Terms to revise or supplement Core Terms, Joint Schedules, Call Off Schedules.

Special Term 1 – INDEXATION:

1.1 The Call-Off Charges in Call-Off Schedule 5 (Pricing Details) are "subject to Indexation" and shall be automatically adjusted in line with change in the Consumer Price Index (CPI) annually. Any and all other costs, expenses, fees and charges shall not be adjusted to take account of inflation, exchange rate fluctuations, changes to interest rates or any other factor or element which might otherwise increase costs to the Supplier.

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1.2 The Call-Off Charges shall not be adjusted during the twelve (12) months following the Call-Off Start Date. The Call-Off Charges, subject to Indexation, will be adjusted on the date which is twelve (12) months after the Call-Off Start Date (anniversary) and thereafter annually on each anniversary of the Call-Off Start Date.

The relevant Consumer Price Index is “CPI INDEX 00: ALL ITEMS 2015=100” (D7BT) as periodically published by the Office for National Statistics (ONS).

The Call-Off Charges shall be adjusted on each anniversary of the Call-Off Start Date by the percentage annual change in the most recently published CPI Index prior to each anniversary of the Call-Off Start Date. Example: If the Call-Off Start Date is 1 July, the most recently published CPI Index would be May.

The percentage change in CPI shall be calculated as follows:

The % adjustment = (difference in the most recently published CPI Index and the CPI Index for the same month 12 months prior) ÷ (the CPI Index for the same month that is 12 months prior to the most recently published CPI Index) × 100.

A worked example where the most recently published index = May 2022 (120.8) and the 12 months prior index = May 2021 (110.8), would equate to a 9.03% increase.

$$(120.8 - 110.8 = 10) \div (110.8) = 0.09025 \times 100 = 9.03\%$$

Where the relevant CPI Index is discontinued and no longer published, the Buyer and Supplier may either agree to adopt the index replacing the relevant CPI Index as advised by the ONS or shall agree a fair and reasonable replacement that will have substantially the same effect.

Special Term 2 – ACCESSIBLE DIGITAL STANDARDS:

The Supplier shall comply with (or their equivalents as is determined by the Buyer):

(a) the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines (WCAG) 2.1 Conformance Level AA; and

(b) ISO/IEC 13066-1: 2011 Information Technology – Interoperability with assistive technology (AT) – Part 1: Requirements and recommendations for interoperability.

CALL-OFF START DATE: 1 July 2024

CALL-OFF EXPIRY DATE: 30 June 2027

CALL-OFF INITIAL PERIOD: Three (3) Years

OPTIONAL EXTENSION PERIOD: One (1) Year

MAXIMUM CALL-OFF PERIOD: Four (4) Years

Framework Ref: RM6182

Project Version: v1.0

Model Version: v3.6

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

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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 £6.2M.

CALL-OFF CHARGES:

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

The Call-Off Charges will not be impacted by any change to the Framework Prices.

The Call-Off Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Indexation in accordance with the Call-Off Special Terms, and
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

REIMBURSABLE EXPENSES:

None

PAYMENT METHOD:

Payment for Deliverables confirmed as being supplied shall be made monthly in arrears against a valid invoice in accordance with the Buyer's standard payment provisions.

BUYER'S INVOICE ADDRESS:

[Redacted]

BUYER'S AUTHORISED REPRESENTATIVE(S):

[Redacted]

Wellbeing, Inclusion, Social Mobility and Health (WISH) Team

People Strategy Directorate

Department for Work and Pensions

Kings Court

80 Hanover Way

Sheffield, S3 7UF

[Redacted]

[Redacted]

Contract Manager, Health and Wellbeing Policy Expert

Wellbeing, Inclusion, Social Mobility and Health (WISH) Team

People Strategy Directorate

Department for Work and Pensions
Floor 3, West Wing
Quarry House
Leeds, LS2 7UA
[REDACTED]

[REDACTED] nominated representatives.

BUYER'S ENVIRONMENTAL REQUIREMENT(S):

The DWP Estates Environmental Commitment Statement as may be updated from time to time. See current version below:

[REDACTED]

The Supplier shall additionally ensure all applicable environmental protection standards and legislation is complied with. The supplier is required, so far as is reasonably practical, to comply with DWP's sustainability policies, processes and the Greening Government Commitments (GGCs).

BUYER'S SECURITY POLICY:

Available online at: [DWP procurement: security policies and standards - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/614442/dwp-procurement-security-policies-and-standards.pdf)

SUPPLIER'S AUTHORISED REPRESENTATIVE:

[REDACTED]
Managing Director, PAM OH Solutions

[REDACTED]
Holly House, 73-75 Sankey Street, Warrington, WA1 1SL

SUPPLIER'S CONTRACT MANAGER:

[REDACTED]
Account Manager

[REDACTED]

PROGRESS REPORT FREQUENCY:

Monthly by the fifth Working Day of each calendar month.

PROGRESS MEETING FREQUENCY:

Monthly by the tenth Working Day of each calendar month

SUPPLIER'S KEY STAFF:

The Supplier's key staff are detailed in Call-Off Schedule 7 (Key Supplier Staff)

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

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KEY SUBCONTRACTOR(S):

None.

COMMERCIALLY SENSITIVE INFORMATION:

The Supplier's Commercially Sensitive Information is detailed in Joint Schedule 4 (Commercially Sensitive Information).

SERVICE CREDITS:

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels). The Service Credit Cap is 10% of the invoice value for the Service Period in question.

The Service Period is: one Month.

A Critical Service Level Failure is: Defined in 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:	Managing Director	Role:	Category Manager
Date:	05.07.2024	Date:	08.07.2024