

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

CALL-OFF REFERENCE:	TRHR3293
THE BUYER:	The Department for Transport
BUYER ADDRESS	Great Minster House, 33 Horseferry Road, London, SW1P 4DR
THE SUPPLIER:	PAM Wellbeing
SUPPLIER ADDRESS:	Holly House, 73-75 Sankey Street, Warrington, WA1 1SL
REGISTRATION NUMBER:	07475231
DUNS NUMBER:	220467832
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 21st April 2024

It's issued under the Framework Contract with the reference number **RM6182** for the provision of Occupational Health, Employee Assistance Programmes and Eye Care Services.

CALL-OFF LOT(S):
Lot 3: Employee Assistance Programmes

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 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - 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 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 12 (Clustering)
 - 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

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

None

CALL-OFF START DATE: **1st June 2024**

CALL-OFF EXPIRY DATE: **31st May 2026**

CALL-OFF INITIAL PERIOD: **Two (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.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£200,000.00**

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)

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 because of:

- Indexation
- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

You will be issued with a Purchase Order number for this contract and will need to quote this number on all invoices, which should be submitted directly to:

Via email: SSa.invoice@Ubusinessservices.co.uk

While email is preferable, if you need to send documents by post, you should send these to:

Unity Business Services (UBS)
5 Sandringham Park

Swansea Vale
Swansea
SA7 0EA

Should you have any issues relating to invoices or payment and need to contact the Unity Business Services (UBS) support desk, you can email them at support@Ubusinessservices.co.uk or the telephone number is 0344 892 0343.

BUYER'S INVOICE ADDRESS:

Unity Business Services (UBS)
5 Sandringham Park
Swansea Vale
Swansea
SA7 0EA

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED], Commercial Relationship Manager (MCIPS)

BUYER'S ENVIRONMENTAL POLICY



DfT Corporate
Environmental Policy

BUYER'S SECURITY POLICY



DfT cyber security
policy.docx

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

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

[REDACTED] – EAP Business Unit Director
[REDACTED] – EAP Account Director
[REDACTED] – Sales Director
[REDACTED] – Head of PAM Operations

KEY SUBCONTRACTOR(S)
Not Applicable

COMMERCIALLY SENSITIVE INFORMATION
Not Applicable

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

As stated in the specification, *On the occurrence of a Critical Service Level Failure:*
19.5.1 Any Service Credits that would otherwise have accrued during the relevant Service period shall not accrue; and
19.5.2 The Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any charges which would otherwise have been due to the Supplier in respect of that service period ("compensation for critical service level failure") provided that the operation of this paragraph 3 shall be without prejudice to the right of the Buyer to terminate this contract and / or to claim damages from the Supplier for material default.

A Critical Service Level Failure is:<98%

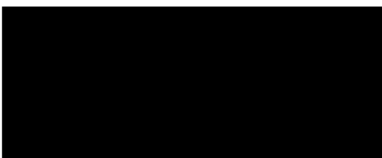



ADDITIONAL INSURANCES
Not applicable

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)

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Sales Director	Role:	Commercial Manager
Date:	16/07/2024	Date:	16/07/2024