

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

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Order Form

CALL-OFF REFERENCE:	CCIS21A39
THE BUYER:	Department for Work and Pensions
BUYER ADDRESS	Caxton House, Tothill Street London Greater London SW1H 9NA England
THE SUPPLIER:	Specsavers Optical Superstores Ltd
SUPPLIER ADDRESS:	Forum 6 Parkway, Solent Business Park, Whiteley, Fareham, PO15 7PA
REGISTRATION NUMBER:	01721624
DUNS NUMBER:	294612015
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

25/1/2022 | 4:12 PST

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 RM6182 for the
provision of Eye Care.

CALL-OFF LOT(S):
5 Eye Care

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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
 - o Joint Schedule 2 (Variation Form)
 - o Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 4 (Commercially Sensitive Information)
 - o [Joint Schedule 6 (Key Subcontractors)
 - o Joint Schedule 10 (Rectification Plan)
 - o Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for RM6182
 - o Call-Off Schedule 1 (Transparency Reports)
 - o Call-Off Schedule 2 (Staff Transfer)
 - o Call-Off Schedule 3 (Continuous Improvement)
 - o [Call-Off Schedule 5 (Pricing Details)
 - o [Call-Off Schedule 9 (Security)
 - o [Call-Off Schedule 10 (Exit Management)
 - o [Call-Off Schedule 13 (Implementation Plan and Testing)
 - o [Call-Off Schedule 14 (Service Levels)
 - o [Call-Off Schedule 15 (Call-Off Contract Management)
 - o [Call-Off Schedule 18 (Background Checks)
 - o [Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.8)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6182

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: Goods and Services

Goods and Services to be provided will be eyecare vouchers to be redeemed in Specsavers stores, with Specsavers Optical Superstores Ltd maintaining overall

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responsibility for the service delivery and service specification, as agreed by Department of Work and Pensions and Specsavers Optical Superstores Ltd.

- Special Term 2: Schedule 10 (Exit Management)

a) In relation to procuring all licences for Third Party IPR and all Sub-Contracts shall be assignable and/or would be capable of novation at the Buyer's request to the Buyer and/or any replacement supplier it is acknowledged that the Supplier is unable to grant the Buyer a better right than it has itself and that it will not be possible to gain agreement to the Open Sourcing or open publication of technology relating to commercially used software packages (e.g. Microsoft).

b) That disclosure of any of Supplier's confidential information by the Buyer to an actual or prospective replacement supplier or third party would require the Supplier's prior express consent.

c) The Supplier is not required to confirm proposals (clauses 4.3.4, 4.3.5, 4.3.6, 4.3.7 and 4.3.8 – mentioned in Schedule 10) in an Exit Plan for the assignment of all services utilised by the Supplier in connection with the supply of the Goods and/or Services.

d) That the following would not require the Buyer's consent:

1. Supplier's termination, entering or variation of any subcontract or software licence
2. Supplier's modification or disposal of any existing assets or acquisition of new ones

e) The Supplier's prior consent would be required in relation to any Transferable Contracts and/or Assets that were requested to be transferred, assigned or novated by the Buyer to it and/or any replacement supplier.

f) The Supplier's sale of any Transferring Assets to the Buyer and/or replacement supplier shall be at the Supplier's discretion.

g) The Supplier maybe unable to confirm:

1. Procurement of licences and/or sublicenses for the Buyer and/or replacement supplier for continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets; and/or
2. Assignment or procurement or the novation of the Transferring Contracts to the Buyer and/or replacement supplier and/or hold them on trust for the Buyer.

- Special Term 3: Core Terms - Clause 9 IP

- Supplier would be fine in granting the Buyer a license to use/make use of the Deliverables as long as such use consists of private use.

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- Supplier would be fine in the Buyer owning any New IPR created under a Contract as long as this is limited to the referred vouchers.
- If there is an IPR Claim, Supplier is fine to proceed in accordance with clauses 9.5 and 9.6 of the Core Terms, provided that the IPR Claim does not originate in any Existing IPR of (insert company name) or the Buyer.

CALL-OFF START DATE: **1st March 2022**

CALL-OFF EXPIRY DATE: **28th February 2025**

CALL-OFF INITIAL PERIOD: **Three (3) years, with a one (1) year optional extension period.**

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 **Maximum of £400,000.00 excluding VAT.**

CALL-OFF CHARGES

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

REIMBURSABLE EXPENSES

Please refer to Call-Off Schedule 14 for information on Service Credits and reimbursable costs.

PAYMENT METHOD

BACS

BUYER'S INVOICE ADDRESS:

Department for Work and Pensions, SSCL Accounts Payable Team, Room 6124, Tomlinson House, FY6 3T

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED

Wellbeing, Inclusion, Social Mobility & Health Team

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REDACTED

Caxton House, Tothill Street, London, Greater London, SW1H 9NA, England

BUYER'S ENVIRONMENTAL POLICY

N/A

BUYER'S SECURITY POLICY

N/A

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

Corporate Account

Cirrus House, 10 Experian Way, Nottingham, NG2 1EP

SUPPLIER'S CONTRACT MANAGER

REDACTED

Corporate Account Manager

Cirrus House, 10 Experian Way, Nottingham, NG2 1EP

PROGRESS REPORT FREQUENCY

MI reports monthly

PROGRESS MEETING FREQUENCY

Quarterly Meetings

KEY STAFF

REDACTED

Senior Health & Wellbeing Policy Expert and Contract Manager

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS TBC at Contract Award

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

The Service Credit Cap is: **10% per reporting period**

The Service Period is: one Month

Non-Critical Service Failure will not incur a Service Credit. Service Credits will only apply to Service Failure with a Service has been defined as Critical Service Level.

A Critical Service Level Failure is:

Service Level Performance Measure

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Service Level Performance Criterion	Description	Service Level– Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN	Service Credit Payable (%)
Online Portal	Web Portal to be available 24 hours per day, 365 days per year Critical Service Level	<98%	>= 98% and < 100%	100%	3%
	Issue of eye care voucher within one (1) working day of receipt of request Critical Service Level	<97%	>= 97% and < 99%	>= 99%	3%
DSE Eyesight tests	DSE eyesight tests to be booked within ten (10) working days of request for appointment Critical Service Level	<100%		100%	1%
Fitting of prescription DSE spectacles	Supply and fit lenses into DSE spectacles after order placed within seven (7) working days Critical Service Level	<97%	>= 97% and < 99%	>= 99%	1%
After Sales Service	After Sales Services to be delivered within five (5) working days following appointment	<97%	>= 97% and < 99%	>= 99%	0%

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Call Off Contract Management	All customer complaints to be acknowledged within one (1) Working Day of receipt	< 97%	> = 97% and < 99%	> = 99%	0%
	Customers to be updated regarding complaints resolution at an interval of every two (2) Working Days until Complaint resolved	< 97%	> = 97% and < 99%	> = 99%	0%
	All customer satisfaction surveys to meet agreed target measures Critical Service Level	< 90%	> = 90% and < 95%	> = 95%	2%
Telephone and Email Support Services	Telephone support services to be available Monday – Friday, 08:00 to 17:30.	<100%		100%	0%
	All queries to Email support Service to be responded to within one (1) working day	<100%		100%	0%

ADDITIONAL INSURANCES

Not applicable

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GUARANTEE
Not applicable

SOCIAL VALUE COMMITMENT

TBC

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	REDACTED	Signature:	
Name:	REDACTED	Name:	REDACTED
Role:	Group FD	Role:	DWP Head of Professional Services
Date:	25/1/2022 4:12 PST	Date:	26/1/2022 2:09 GMT