

**Crown Commercial Service**

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**Call Off Order Form and Call Off Terms for Goods and/or Services (non ICT)**

**CS19213 EYE CARE SERVICES FOR DEPARTMENT FOR BUSINESS, ENERGY AND  
INDUSTRIAL STRATEGY**

**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM AND CALL OFF TERMS**

## PART 1 – CALL OFF ORDER FORM

### SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of Occupational Health, Employee Assistance Programmes and Eye Care dated 24<sup>th</sup> May 2017. It is for the provision of eyesight testing and provision of glasses service for Visual Display Unit users together with the provision of prescription safety eye care.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Call Off Order Form and the Call Off Terms.

Order Number	CS19213
From	Department for Business, Energy and Industrial Strategy (BEIS), 1 Victoria Street, London SW1H 0ET ("CUSTOMER")
To	Specsavers Optical Superstores, Corporate Eyecare, Cirrus House, 10 Experian Way, Nottingham NG2 1EP ("SUPPLIER")

### SECTION B

#### 1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 23rd November 2020
1.2.	<b>Expiry Date:</b>  End date of Initial Period 22nd November 2022.  End date of Extension Period 22nd November 2024  <b>Contract may be extended for a further 2 years on a 1 + 1 basis</b>  Minimum written notice to Supplier in respect of extension: <b>3 months</b>

#### 2. GOODS AND/OR SERVICES

2.1	<b>Goods and/or Services required:</b>  In Call Off Schedule 2 Annex 1 (Goods and/or Services) incorporating the Goods and Services definition in 10.11 of this Call Off Order Form
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#### 3. IMPLEMENTATION PLAN

3.1.	Implementation Plan:
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	The Supplier shall provide the Customer with a draft Implementation Plan for approval within 5 working days prior to the start of the Call off Commencement Date.
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#### 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<p><b>Standards:</b></p> <p>The Supplier shall provide secure solutions that comply with any restrictions or requirements arising out of Contracting Authorities' security policies. This shall include, but not be limited to:</p> <ul style="list-style-type: none"> <li>• Cyber Essentials Scheme;</li> <li>• NCSC Check Accreditation;</li> <li>• ISO27001 Information Security Management or equivalent;</li> <li>• BS EN ISO 9001 or equivalent; and</li> <li>• HMG Baseline Personnel Security</li> </ul> <p>The Supplier shall ensure that they support the Customer in meeting their legislative obligations including, but not limited to, those set out in: The Freedom of Information Act (FOI) and the General Data Protection Regulations (GDPR).</p> <p>The Supplier shall not charge a premium to the Customer for any additional standards and/or security compliance applicable to a Call Off contract, unless otherwise agreed in advance by the Customer.</p>
<b>4.2</b>	<p><b>Service Levels/Service Credits:</b></p> <p>In Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)</p> <p><b>Service Credit Cap</b> (Call Off Schedule 1 (Definitions)): For the purpose of limb (a) of the definition of Service Credit Cap in Call Off Schedule 1 (Definitions), the applicable percentage of the Estimated Year 1 Call Off Contract Charges shall be 25%</p> <p>For the purpose of limb (b) of the definition of Service Credit Cap in Call Off Schedule 1 (Definitions), the applicable percentage of Call Off Contract Charges shall be 25%</p> <p><b>Customer periodic reviews of Service Levels</b> (Clause 13.7.1 of the Call Off Terms): Not applied</p>
<b>4.3</b>	<p><b>Critical Service Level Failure:</b></p> <p>Not applied</p>
<b>4.4</b>	<p><b>Performance Monitoring:</b></p> <p>In Part B of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)</p>
<b>4.5</b>	<p><b>Period for providing Rectification Plan:</b></p> <p>In Clause 38.2.1(a) of the Call Off Terms</p>

#### 5. PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b> <div style="background-color: black; height: 15px; width: 100px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 120px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 280px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 320px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 280px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 380px; margin-bottom: 5px;"></div>
<b>5.2</b>	<b>Relevant Convictions (Clause 27.2 of the Call Off Terms):</b> Not Applied

## 6. PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) The total contract value including optional extensions shall not exceed £115,000.00 excluding VAT. The total value of the contract for the initial contract period to 22nd November 2022 shall not exceed £57,500.00 excluding VAT. Subject to budget approval, any optional extensions shall not exceed £28,750.00 ex VAT per annum. All costs to be in alignment with AW5.2 Price Schedule submitted by the supplier in Annex 1 of Call Off Schedule 3.
<b>6.2</b>	<b>Payment terms/profile</b> In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) Payments will be made monthly in arrears via BACS following receipt of invoice
<b>6.3</b>	<b>Reimbursable Expenses:</b> Not permitted
<b>6.4</b>	<b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The Department for Business, Energy and Industrial Strategy (BEIS), 1 Victoria Street, London, SW1H 0ET,
<b>6.5</b>	<b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): 4 Call Off Contract Years from the Call Off Commencement Date
<b>6.6</b>	<b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: Not applied

<b>6.7</b>	<b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  Not Permitted
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## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b>  The sum of £28,750.00 excluding VAT
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 36.2.1 of the Call Off Terms);  The higher of ten million pounds (£10,000,000) in each such Call Off Contract Year or a sum equal to one hundred and fifty percent (150%) in clause 36.2.1 (b)(i) shall be substituted with the value of 150% in £'s instead in each Call Off Contract Year.  The higher of ten million pounds (£10,000,000) in each such Call Off Contract Year or a sum equal to one hundred and fifty percent (150%) in clause 36.2.1 (b)(ii) shall be substituted with the value of 150% in £'s instead in each Call Off Contract Year  The higher of ten million pounds (£10,000,000) in each such Call Off Contract Year or a sum equal to one hundred and fifty percent (150%) in clause 36.2.1 (b)(iii) shall be substituted with the value of 150% in £'s instead in each Call Off Contract Year
<b>7.3</b>	<b>Insurance</b> (Clause 37.3 of the Call Off Terms)  Medical Malpractice cover for the amount of £5,000,000; this applies in place of Professional Indemnity for the provision of eyecare vouchers and subsequent eyesight tests as clarified and accepted by BEIS

## 8. TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 41.2.1(c) of the Call Off Terms):  In Clause 41.2.1(c) of the Call Off Terms
<b>8.2</b>	<b>Termination without cause notice period</b> (Clause 41.7.1 of the Call Off Terms):  In Clause 41.7.1 of the Call Off Terms
<b>8.3</b>	<b>Undisputed Sums Limit:</b>  In Clause 42.1.1 of the Call Off Terms
<b>8.4</b>	<b>Exit Management:</b>  In Call Off Schedule 9 (Exit Management). Once a Termination Date has been agreed, the Supplier must supply an Exit Plan within 5 Working Days.  The following points are in addition and take precedence to Schedule 9, where applicable:  <ul style="list-style-type: none"> <li>• The key priority under the framework agreement is the orderly and smooth transition of the services from the Supplier to BEIS and/or any replacement</li> </ul>

	<p>supplier, with the Supplier's obligations in that transition therefore being limited to:</p> <ul style="list-style-type: none"> <li>○ meet with BEIS and government agency managers to gather requirements for transition which may be different and specific to particular government departments</li> <li>○ develop and maintain a risk register of any items uncovered via the above and from its own extensive experience in running the existing contract</li> <li>○ appoint a dedicated Project Manager to work alongside their own novation team to manage the above register, arrange and facilitate handover meetings and to gather together materials appropriate and necessary for any exit and transfer</li> <li>○ discuss and agree the list of project specific materials that would support any exit and/or transition of services</li> <li>○ consolidate and share monthly and quarterly performance metrics and patient volumes</li> <li>○ meet with any incoming provider, along with BEIS employees to check on their requirements for transition</li> <li>○ plan the resolution of any outstanding complaints and/or specialist/time consuming spectacles supply</li> <li>○ ensure our supply chain and stores were sufficiently stocked with appropriate levels of any specialist products delivered under the former agreement</li> <li>○ jointly agree and, where necessary, communicate the transition to effected departments and their managers</li> </ul> <ul style="list-style-type: none"> <li>● Provide a high level exit plan composed of the following: <ul style="list-style-type: none"> <li>○ Last three months of contract: the Supplier will work with the new supplier in providing details on current usage</li> <li>○ The Supplier will work with the BEIS to an agreed cut-off date and monitor usage of distributed vouchers</li> <li>○ Details on the new provision would be published in the content of the BEIS micro site ***** (SPECIFIC FOR ONLY SOME CLIENTS)*****</li> <li>○ Support would be given to staff for an agreed (but limited) period of time via a dedicated phone line and email facility following cessation of the contract</li> </ul> </li> </ul>
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	<ul style="list-style-type: none"> <li>○ Any data supplied by BEIS will be transferred back on exit</li> <li>○ Any data generated for the BEIS will be transferred back on exit</li> <li>○ All records of usage will be kept by the Supplier in a secure location for a period of a minimum of seven years from the end date of the contract period</li> <li>○ BEIS will ensure final invoices have been paid</li> </ul>
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## 9. SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> Not applicable
<b>9.2</b>	<b>Commercially Sensitive Information:</b> [REDACTED]

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recitals B to E <b>Date of issue of Further Competition: 12/08/2020</b> <b>Date of receipt of tender: 30/09/2020</b>
<b>10.2</b>	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required
<b>10.3</b>	<b>Security:</b> Select long form security requirements AND Security Policy
<b>10.4</b>	<b>ICT Policy:</b> To be provided by the Customer before the Commencement Date
<b>10.5</b>	<b>Testing:</b> In Call Off Schedule 5 (Testing)
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> In Call Off Schedule 8 (Business Continuity and Disaster Recovery)  <b>Disaster Period:</b> For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be 1 month
<b>10.7</b>	<b>Failure of Supplier Equipment (Clause 32.8 of the call off Terms:</b> Not applied

10.8	<p><b>Protection of Customer Data (Clause 34.2.3 of the Call Off Terms):</b></p> <p style="text-align: center;"><b><u>ANNEX A General Data Protection Regulations (GDPR)</u></b></p> <p><b>Data Protection</b></p> <p>The Supplier will be compliant with the Data Protection Legislation, as defined in the terms and conditions applying to this opportunity. A guide to The General Data Protection Regulation published by the Information Commissioner's Office can be found <a href="#">here</a>.</p> <p>The only processing that the Supplier is authorised to do is listed in Annex 1 by the Contracting Authority and may not be determined by the Supplier.</p> <p style="text-align: center;"><b><u>Annex 1: Processing, Personal Data and Data Subjects</u></b></p> <p>(1) The contact details of the Contracting Authorities Data Protection Officer are:</p> <p>Contracting Authority Data Protection Officer  Department for Business, Energy and Industrial Strategy  1 Victoria Street  London  SW1H 0ET</p> <p>Email: [REDACTED]</p> <p>(2) The contact details of the Suppliers Data Protection Officer or if not applicable, details of the person responsible for data protection in the organisation are:  [REDACTED] – [REDACTED]</p> <p>(3) The Supplier shall comply with any further written instructions with respect to processing by the Contracting Authority.</p> <p>(4) Any such further instructions shall be incorporated into this Annex 1.</p> <table border="1" data-bbox="327 1440 1388 2016"> <thead> <tr> <th data-bbox="327 1440 686 1478">Description</th><th data-bbox="686 1440 1388 1478">Details</th></tr> </thead> <tbody> <tr> <td data-bbox="327 1478 686 2016">Subject matter of the processing</td><td data-bbox="686 1478 1388 2016"> <p>The processing is required to ensure that the Contractor can effectively deliver the contract to provide eye examination and corrective spectacles reports.</p> <p>The processing of names and business contact details of staff of both Contracting Authority and Contractor will be necessary to deliver the services exchanged during the course of the Contract, and to undertake Contract and performance management.</p> <p>The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Contractor involved in managing the Contract.</p> </td></tr> </tbody> </table>	Description	Details	Subject matter of the processing	<p>The processing is required to ensure that the Contractor can effectively deliver the contract to provide eye examination and corrective spectacles reports.</p> <p>The processing of names and business contact details of staff of both Contracting Authority and Contractor will be necessary to deliver the services exchanged during the course of the Contract, and to undertake Contract and performance management.</p> <p>The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Contractor involved in managing the Contract.</p>
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	Duration of the processing	Processing will take place from 23 <sup>rd</sup> November 2020 for the Start Date of the Contract. The Contract will end on 22nd November 2024.
	Nature and purposes of the processing	<p>The nature of the processing will include collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data.</p> <p>Processing takes place for the purposes of providing eye examination and corrective spectacles reports to meet the requirements of the Display Screen Equipment Regulations 1992 and eye-shields or safety glasses to meet the requirements of the Personal Protective Equipment at Work Regulations 1992</p> <p>The nature of processing will include the storage and use of names and business contact details of staff of both the Contracting Authority and the Supplier as necessary to deliver the services and to undertake the Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Supplier involved in managing the Contract.</p>
	Type of Personal Data	<p>Data processed shall include:</p> <ul style="list-style-type: none"> <li>• Name</li> <li>• Date of birth</li> <li>• Address</li> <li>• Contact details</li> </ul> <p>Names, business telephone numbers and email addresses, office location and position of staff of both the Contracting Authority and the Supplier as necessary to deliver the services and to undertake the Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Supplier involved in managing the Contract</p>
	Categories of Data Subject	<p>Employees / ex-employees</p> <p>Staff of the Contracting Authority and the Supplier, including where those employees are named within the Contract itself or involved within the Contract management.</p>

	<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under European Union or European member state law to preserve that type of data</p>	<p>The Personal Data will be retained by the Supplier for a twenty-four months retention period, following which the Contractor will:-</p> <p>Provide the Contracting Authority with a complete and uncorrupted version of the Personal Data in electronic form (or such other format as reasonably required by the Contracting Authority and erase from any computers, storage devices and storage media that are to be retained by the Supplier the expiry of the Contract and Contractor retention period. The Supplier will certify to the Contracting Authority that it has completed such deletion.</p> <p>Where Personal Data is contained within the Contract documentation, this will be retained in line with the Department's privacy notice found within the Procurement Documents.</p>
	<p>The nature of the service will require the Supplier to collect personal data directly from data subjects. The Supplier will use the agreed Contracting Authority privacy notice as instructed by the Contracting Authority.</p>	
10.9	<p><b>Notices (Clause 55.6 of the Call Off Terms):</b></p> <p>Customer's postal address and email address:  <b>The Department for Business, Energy and Industrial Strategy (BEIS) 1</b>  Victoria Street, 7<sup>th</sup> Floor, Abbey 1, London SW1H 0ET</p> <p>Email: [REDACTED] or  [REDACTED]</p> <p>Supplier's postal address and email address:  <b>Specsavers Optical Superstores, Cirrus House, 10 Experian Way, Nottingham</b>  NG2 1EP</p> <p>Email:</p>	
10.10	<p><b>Transparency Reports</b></p> <p>In Call Off Schedule 13 (Transparency Reports)</p>	
10.11	<p><b>Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14):</b></p> <p><b><u>Goods and Services</u></b></p> <p>Goods and Services to be provided will be eyecare vouchers to be redeemed in the Supplier's stores, with the Supplier maintaining overall responsibility for the service delivery and service specification, as agreed by BEIS and the Supplier</p> <p><b><u>IPR</u></b></p> <ul style="list-style-type: none"> <li>In relation to procuring that all licences for Third Party IPR and all Sub-Contracts shall be assignable and/or would be capable of novation at BEIS' request to the BEIS and/or any replacement supplier, it is recognised that a Supplier is unable to grant the Customer a better right</li> </ul>	

	<p>than the Supplier has itself. As above, 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).</p> <ul style="list-style-type: none"> <li>• The disclosure of any of the Supplier's confidential information by BEIS to an actual or prospective replacement supplier or third party would require the Supplier's prior express consent * During the transition the Supplier will remain free to terminate or vary any subcontract without the BEIS' consent; modify or dispose of any existing assets or acquire new ones without the BEIS' consent; and/or terminate, enter into or vary any software licence in connection with the provision of the goods/services without the BEIS' consent, provided there is no impact to the supply of Services to BEIS under the Call Off Terms</li> <li>• Any assignment or novation of services, leases, maintenance agreements and support agreements utilised by the Supplier in connection with the supply of Goods and/or Services shall be subject to the Suppliers and any third parties prior consent.</li> <li>• The Supplier's prior consent will be required in relation to any Transferable Contracts and/or Assets that are requested to be transferred by BEIS to it and/or any replacement supplier. Any sale by the Supplier of any Transferring Assets to BEIS and/or replacement supplier shall be at the Supplier's discretion.</li> <li>• The Supplier will not be required to confirm that it can procure licences and/or sublicenses for BEIS and/or replacement supplier for continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets.</li> <li>• The Supplier will not be required to confirm that it can assign or procure the novation of the Transferring Contracts to BEIS and/or replacement supplier and/or hold them on trust for BEIS.</li> </ul> <p><b>Intellectual Property</b></p> <ul style="list-style-type: none"> <li>• 'Project Specific IPR' pertains to, and is limited to, the agreed deliverable generated pursuant to the Services (namely the Customer-specific corporate eyecare voucher itself) and that the corporate eyecare vouchers, their design and format is pre-existing IPR of the Supplier and therefore excluded from the definition of Project Specific IPR ('Deliverable').</li> <li>• Supplier Background IPR is limited to that which is essential to exploit the Deliverable (and excludes associated software systems and mechanisms used to design, develop or make the Deliverable available to the end-user).</li> <li>• Third Party IPR and the grant of licenses pertaining to it relates to that which is technically essential to exploit the use of the Deliverable (namely the format and design of the voucher - and is subject to the appropriate limitations around Supplier brand use outside of the contract term).</li> <li>• It is recognised that a Supplier is unable to grant the Customer a better right than the Supplier has itself. As such: <ul style="list-style-type: none"> <li>○ access to Third Party IPR will be subject to any licence limitations already in place with existing Suppliers or service providers;</li> <li>○ 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). Customer requirements around making available Supplier Background IPR, Third Party</li> </ul> </li> </ul>
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	<p>IPR (securing appropriate licenses) and the making available the Deliverable for publication as Open Source, is therefore subject to limitations placed on the Supplier by the suppliers of such software or any other element which is licensed and used to design, develop or deliver the Deliverable; and</p> <ul style="list-style-type: none"> <li>○ any sub-licence granted by the Supplier to a third party or replacement supplier relating to Supplier Background IPR and Third Party IPR would be limited to that which is technically essential in order to make use of the Deliverable (and appropriate limitations will apply around Supplier and Third Party knowhow, trade secrets and Confidential Information). The ongoing use of the voucher delivery system would be for separate negotiation between any replacement supplier and the Supplier/the Supplier's third party corporate voucher provider.</li> </ul>
10.12	<p><b>Call Off Tender:</b></p> <p>In Schedule 15 (Call Off Tender)</p>

## FORMATION OF CALL OFF CONTRACT

**BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM** (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Goods and/or Services in accordance with the terms Call Off Order Form and the Call Off Terms.

The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.

**For and on behalf of the Supplier:**

Name and Title	Specsavers Optical Superstores
Signature	REDACTED
Date	20/11/2020

**For and on behalf of the Customer:**

Name and Title	The Department for Business Energy and Industrial Strategy
Signature	REDACTED
Date	30/11/2020