Order Form

CALL-OFF REFERENCE: CS21195

THE BUYER: Business, Energy & Industrial Strategy (BEIS)

BUYER ADDRESS 1 Victoria Street, London, SW1H 0ET

THE SUPPLIER: People Asset Management Ltd

SUPPLIER ADDRESS: Holly House, 73 -75 Sankey Street, Warrington,

England, WA1 1SL

REGISTRATION NUMBER: 05199107

DUNS NUMBER: N/A

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 06/08/2021.

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): Occupational Health, Employee Assistance Programmes Lot 1

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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:

- 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 5 (Corporate Social Responsibility)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for RM6182
 - Call-Off Schedule 1 (Transparency Reports)
 - 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 Long Form)
 - 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)
 - o Call-Off Schedule 20 (Call-Off Specification)
- 4. CCS Core Terms (version 3.0.8)

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: None

CALL-OFF START DATE: 09/08/2021

CALL-OFF EXPIRY DATE: 08/08/2024 with the option to extend for a

further 1 year to 08/08/2025

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CALL-OFF INITIAL PERIOD: 3 Years

CALL-OFF DELIVERABLES

Option B: 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 £83,586.72 Estimated Charges in the first 12 months of the Contract.

Total contract value including all optional extensions shall not exceed £600,000.00 Ex VAT

The initial contract will be for 3 years with the option to extend for a further year (3+1)

The Initial contract (3 years) value shall not exceed £450,000.00 ex VAT Optional Year 4 value shall not exceed £150,000.00 ex VAT

CALL-OFF CHARGES

Option B: 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)

REIMBURSABLE EXPENSES None

PAYMENT METHOD

The Supplier shall submit an invoice within 28 days of supplying the Supplies and or performing Services to the satisfaction of the Contracting Authority. The invoice shall show the amount of VAT payable and bear the Purchase Order number. Save where an invoice is disputed, the Contracting Authority shall pay the Contractor within 30 days of receipt of an invoice via BACS payment.

If you have a query regarding an outstanding payment please contact our accounts payable section either by email to finance@services.uksbs.co.uk or by telephone 01793-867204 between 09:00 and 17:00 Monday to Friday

BUYER'S INVOICE ADDRESS:

ap@uksbs.co.uk

UKSBS, Queensway House, West Precinct, Billingham, TS23 2NF

BUYER'S AUTHORISED REPRESENTATIVE

Core Services Procurement

coreservices@uksbs.co.uk

Polaris House, North Star Avenue, Swindon, SN2 1FF

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BUYER'S ENVIRONMENTAL POLICY Redacted

BUYER'S SECURITY POLICY Redacted

SUPPLIER'S AUTHORISED REPRESENTATIVE

Operations Director – **Redacted**Account Director – **Redacted**Dedicated Client Manager – **Redacted**EAP Managing Director - **Redacted**Physiotherapy Services Support Manager - **Redacted**

Quality & Governance - Redacted Clinical Governance - Redacted

SUPPLIER'S CONTRACT MANAGER

Redacted

Dedicated Client Manager

Redacted

Redacted - Mobile

PROGRESS REPORT FREQUENCY
On the 10th Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on a day to be agreed suitable for all parties

KEY STAFF Account Director	Redacted	
		Redacted
Dedicated Client Account	Redacted	
Manager	Redacted	Redacted
Day One Support Manager	Redacted	Redacted
Day One Support Manager	Redacted	
Data Protection Officer	Redacted	Redacted
		-

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KEY SUBCONTRACTOR(S) N/A

COMMERCIALLY SENSITIVE INFORMATION

All pricing and pricing information submitted with the Supplier's Tender. All cost pricing (including but not limited to the Supplier's cost (ex works prices) and sell prices / Framework Price(s)) or any component thereof in any context under the Framework Agreement or any Call Off Contract together with all related or ancillary information including but not limited to any breakdown of the foregoing or any subsequent review, analysis or variation of the same – whether in any context under the Framework Agreement or any Call Off Contract, any benchmarking or otherwise. All information provided in the contract examples / case studies within the Supplier's Tender. All information relating to specific personnel of the Supplier. The Supplier's Tender as a whole contains a wide variety of information that, when taken as a whole, is acutely commercially sensitive as it reveals the Supplier's proposition to strategic customers and the way in which the Supplier presents and articulates it to them (such information amounting to a trade secret of the Supplier).

SERVICE CREDITS Not applicable

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)

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

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	Redacted	Signature:	Redacted
Name:	Redacted	Name:	Redacted
Role:	Redacted	Role:	Redacted
Date:	23.08.21	Date:	25.08.21