

RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	AGEMCSU/TRANS/23/1700
THE BUYER:	NHS England on behalf of NHS Arden & Greater East Midlands Commissioning Support Unit
BUYER ADDRESS	Cardinal Square, 10 Nottingham Road, Derby DE1 3QT
THE SUPPLIER:	Baringa Partners LLP
SUPPLIER ADDRESS:	62 Buckingham Gate London SW1E 6AJ
REGISTRATION NUMBER:	OC303471
DUNS NUMBER:	DUNS-73-329-1509
SID4GOV ID:	n/a

Applicable framework contract

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

It's issued under the Framework Contract with the reference number RM6187 for the provision of England SDE Transformation Support for NHS Arden & Greater East Midlands Commissioning Support Unit.

CALL-OFF LOT(S):

Lot-3 Complex & Transformation

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and can not be used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6187

3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions) - Mandatory
- Joint Schedule 2 (Variation Form) - Mandatory
- Joint Schedule 3 (Insurance Requirements) - Mandatory
- Joint Schedule 4 (Commercially Sensitive Information) - Mandatory
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 10 (Rectification Plan) - Mandatory
- Joint Schedule 11 (Processing Data) - Mandatory

Call-Off Schedules

- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 20 (Call-Off Specification)

4. CCS Core Terms

5. Joint Schedule 5 (Corporate Social Responsibility) - Mandatory

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.

Supplier terms are not 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

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Call-off start date: 8th January 2024

Call-off expiry date: 31st March 2024

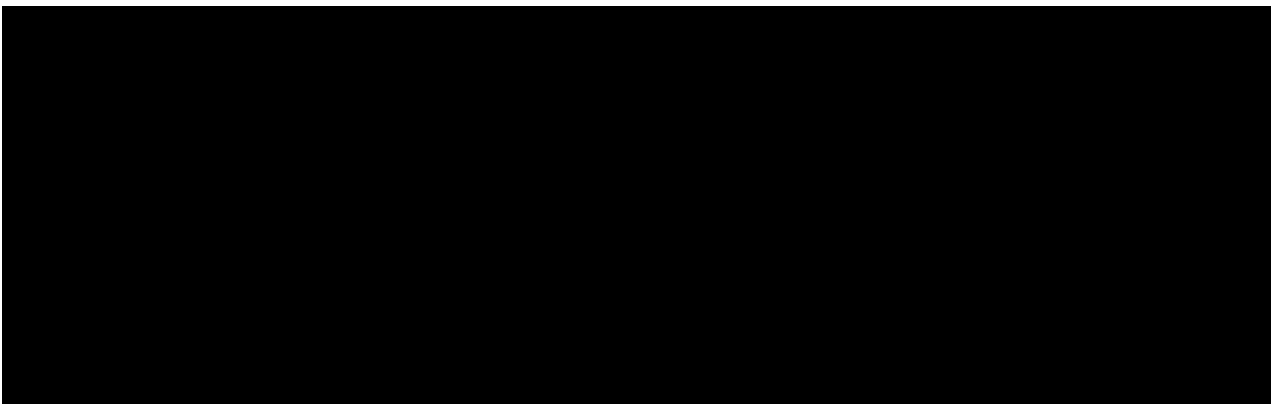
Call-off initial period:

CALL-OFF OPTIONAL EXTENSION PERIOD: No option to extend.

Call-off deliverables:

Option B: See details in Call-Off Schedule 20 (Call-Off Specification)

Supplier will provide the services and Deliverables described in section 2.2 of the Specification in accordance with the Implementation Plan described in Figure 5: Proposed Implementation Plan in the Supplier's proposal.



Security

Short form security requirements apply. Supplier will not be required to produce a bespoke Security Management Plan.

Maximum liability

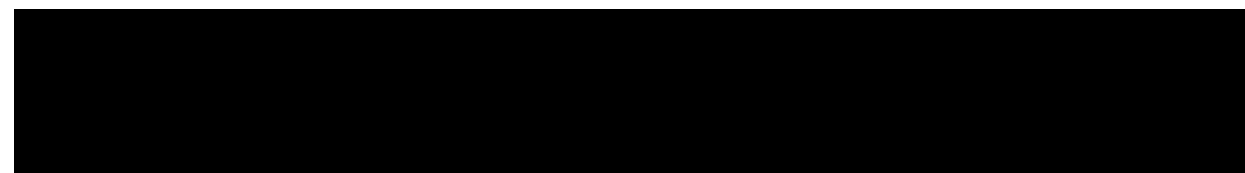
The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first contract year are:

£186,000.00 ex vat

Call-off charges

Supplier's charges shall be calculated on a fixed price basis as follows:



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:

- Specific Change in Law

Reimbursable expenses

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

Payment method

Payment made by BACS

Buyer's invoice address

NHS Arden and GEM CSU
ODE Payables M405
Shared Business Service
PO Box 312
LEEDS
LS11 1HP

Invoices: sbs.apinvoicing@nhs.net

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives do not apply to this Call-Off Contract.

Buyer's authorised representative

[Redacted]

Buyer's security policy

<https://www.ardengemcsu.nhs.uk/>

Supplier's authorised representative

[Redacted]

Supplier's contract manager

[Redacted]

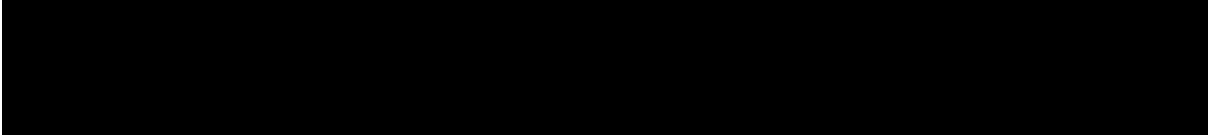
Progress report frequency

Weekly

Progress meeting frequency

Weekly

Key staff



Key subcontractor(s)

Not applicable

Commercially sensitive information

Not applicable

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy

<https://www.ardengemcsu.nhs.uk/>

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)

Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the 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.

For and on behalf of the Supplier:

