

Crown Commercial Service

Call Off Order Form for Corporate Finance Services Two

RM6169

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

Order Form

CALL-OFF REFERENCE:	AGEMCSU/TRANS/23/1681
THE BUYER:	NHS Coventry & Warwickshire Integrated Care Board
BUYER ADDRESS	Westgate House, Market Street, Warwick, CV34 4DE
THE SUPPLIER:	Grant Thornton UK LLP
SUPPLIER ADDRESS: (if registered)]	30 Finsbury Square, London, EC2A 1AG
REGISTRATION NUMBER:	OC307742 (if registered)]
DUNS NUMBER:	73-856-0304
SID4GOV ID:	[Insert if known]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 5th December 2023.

It is issued under the Framework Contract with the reference number RM6169 for the provision of corporate finance services.

CALL-OFF LOT(S):

Lot 6: Corporate Finance Infrastructure

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) RM6169
3. The following Schedules in equal order of precedence:
 - **Joint Schedules for RM6169 Corporate Finance Services 2**
 - Joint Schedule 1 (Definitions)
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - **Call-Off Schedules for [Insert Call-Off reference number]**
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.7)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6169
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

The following Special Terms are incorporated into this Call-Off Contract:
None

CALL-OFF START DATE: December 2023

CALL-OFF EXPIRY DATE: February 2024

CALL-OFF INITIAL PERIOD: 1 Month

Future call-off periods: Following this initial phase, the supplier may be request to undertake additional work and this will be incorporated into a separate call-off contract.

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 £49,000.00.

CALL-OFF CHARGES

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
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

REIMBURSABLE EXPENSES

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

PAYMENT METHOD

Payment by BACS

BUYER'S INVOICE ADDRESS

NHS Coventry and Warwickshire Integrated Care Board
QWU PAYABLES M965

Corporate Finance Services Two (CFS2) - RM6169
Framework Schedule 6 – Template Call Off Order Form
(Version 1/ May 2020)

PO BOX 312
Leeds
LS11 1HP

Invoices: sbs.apinvoicing@nhs.net

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]

BUYER'S SECURITY POLICY

<https://www.happyhealthylives.uk/integrated-care-board/>

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

PROGRESS REPORT FREQUENCY

Weekly

PROGRESS MEETING FREQUENCY

Weekly

KEY STAFF

[REDACTED]
[REDACTED]

Not applicable

Not applicable

Not applicable

Not applicable

Not applicable

BUYER'S ENVIRONMENTAL and SOCIAL VALUE POLICY

<https://www.happyhealthylives.uk/integrated-care-board/>

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)]

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:	12 December 2023	Date:	13 th December 2023

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

NHS Coventry & Warwickshire ICB - PFI – Financial Adviser Scope**Purpose**

To provide advice and financial modelling on the potential implications from issues arising on the UHCW project. While commissioned by the ICB you will provide advice to the system, including the Trust, NHSE and DHSC. You will also need to take into account the impacts from the previous termination of the CWPT element of the contract, working with CWPT and their advisers.

Scope

The initial scope of work includes:

- Review of the financial model developed by Project Co to test different scenarios. This includes assessing the functionality of the model, including ensuring the assumptions flow through to the outputs correctly
- Run different scenarios and demonstrate the impact on the Trusts and the system as a whole

- Provide advice on the assumptions relevant to the financing, for example returns, use of different financing options and risk positions
- Support the system in discussions with Project Co and the lender on the assumptions being used
- Develop a financial model to assess potential compensation on termination values in different scenarios, based on the contractual provisions.
- Provide advice on compensation on termination assumptions, drawing from the Trust and system (particularly on technical costs and issues) plus also providing financial input assumptions, for example relevant Gilt rates.
- Summarise CDEL and RDEL impacts from the different scenarios, including over what time period
- Support with options analysis to identify the optimal Value for Money solution for the public sector

Output

The output of this phase of work should be a short report that can be shared with the ICB, Trusts, NHSE and DHSC summarising the accuracy of the financial model, commentary on the assumptions used, outputs in different scenarios as well as scenario analysis of compensation on termination payments.

Timing

The first phase of work should be completed within one month. However, inputs should be developed in conjunction with the system teams and so initial findings can be shared when relevant.

Future Phases

Following this initial phase it may be required to expand the scope of work to carry out further analysis. For example, this may include reviewing and responding to further proposals from Project Co and the lender as well as supporting negotiations. This will be scoped and priced as a separate piece of work.