

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

Order Form

CALL-OFF REFERENCE: C330913

THE BUYER: NHS England

BUYER ADDRESS 7-8 Wellington Place, Leeds, LS1 4AP

SUPPLIER REFERENCE [REDACTED]

THE SUPPLIER: PageOne Communications Ltd (trading as Critico)

SUPPLIER ADDRESS: 12th Floor GW1, Great West House, Great West Road, Brentford, TW8 9DF

REGISTRATION NUMBER: 04560277

DUNS NUMBER: 233092746

SID4GOV ID: -

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 10th January 2025

It's issued under the Framework Contract with the reference number RM6116 for the provision of Network Services.

CALL-OFF LOT(S):
Lot 4e

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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) RM6116 Framework Special Terms
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6116
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for RM6116
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 24 (Supplier Furnished Terms)
4. CCS Core Terms (version 3.0.11)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6116

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: Cyber Security Requirements

The following wording shall be included as a new Clause 3.4 of the Core Terms of the Call-Off Contract:

The Supplier warrants and represents that it has complied with and throughout the Contract Period will continue to comply with the Cyber Security Requirements. The “**Cyber Security Requirements**” means:

- a) compliance with the data security and protection toolkit (DSP Toolkit), an online self-assessment tool that allows organisations to measure their performance against the National Data Guardian’s 10 data security standards and supports key requirements of the UK GDPR, which can be accessed from <https://www.dsptoolkit.nhs.uk/>, as may be amended or replaced by the Buyer or the Department of Health and Social Care from time to time;

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- b) such requirements as are identified by the Buyer in its Security Policy (if applicable); and
- c) any other cyber security requirements relating to the Services notified to the Supplier by the Buyer from time to time, to be agreed by both parties and implemented via a Variation Form;

Special Term 2: Intellectual Property Rights (IPRs)

Clause 9.1 of the Core Terms of the Call-Off Contract – Delete this Clause and replace with:

9.1. Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to:

- receive and use the Deliverables
- make use of the deliverables provided by a Replacement Supplier
- develop and provide products and services to third parties

Special Term 3: Execution and Counterparts

The following wording shall be included as new Clause 36 of the Core Terms of the Call-Off Contract:

36 Execution and Counterparts

36.1 This Call-Off Contract may be executed in any number of counterparts (including by electronic transmission), each of which when executed shall constitute an original but all counterparts together shall constitute one and the same instrument.

36.2 Execution of this Call-Off Contract may be carried out in accordance with the Electronic Identification and Trust Services for Electronic Transactions Regulations 2016 (SI 2016/696) and the Electronic Communications Act 2000. In the event each Party agrees to sign this Call-Off Contract by electronic signature (whatever form the electronic signature takes) it is confirmed that this method of signature is as conclusive of each Party's intention to be bound by this Call-Off Contract as if signed by each Party's manuscript signature. In such situation, this Call-Off Contract shall be formed on the date on which both Parties have electronically signed the Call-Off Contract as recorded in the Buyer's electronic contract management system.

CALL-OFF START DATE: 2nd January 2025

CALL-OFF EXPIRY DATE: 1st January 2028

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CALL-OFF INITIAL PERIOD: 3 Years

CALL-OFF OPTIONAL EXTENSION PERIOD: Not Applicable

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

May be terminated on or after the minimum term of 36-months from the Commencement Date by giving not less than 3-months notice.

CATALOGUE SERVICE OFFER REFERENCE: [REDACTED]

CALL-OFF DELIVERABLES VIA DIRECT AWARD

The Supplier is required to provide an On-Call Alerting System, including the provision of pager devices and provision of a system utilising the Supplier's nation-wide paging network, pager bureau service, online messaging and fleet management system

Product	Line-Item Description	Quantity
s.Quad Pager Rental inc. airtime	sQuad X05	64
Flare Respond suite	(inc. 10 x Connect User Accounts, 25 x SmartGroups, 3 x Alphatags, 1x MSISDN)	1
Paging Group	Primary Group Call	1
Continuous Alert	Call-sign	1
PAYG SMS		1

In addition to the above, Pay-as-you-go SMS provision is to be included within the service. Whilst no fixed volume is specified, there will need to be a fixed rate for messages, to be billed in arrears on a periodical basis by the Supplier.

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 [REDACTED] exclusive of VAT (and PAYG SMS charges).

CALL-OFF CHARGES

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[REDACTED]

PAYG SMS volumes not specified within the above table. Supplier to charge Buyer periodically in arrears based on messages issued within specified billing periods. However, at the time of award, it is expected that PAYG SMS costs will be approximately [REDACTED] per year.

Factoring in the expected PAYG SMS charges in addition to the Call-Off Charges in the table above, the estimated total cost for the full contract term is £33,510.00 exclusive of VAT.

The Buyer may make additional purchases relating to the services being provided under this Call-Off Contract via a Variation Note at any point over the Contract Term, including uplifting the value in the event of SMS charges exceeding the forecasted amount.

Note that any additional purchases will be subject to the Buyer's internal governance and approval processes.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Payment to be made via BACS following receipt of a valid invoice (as per details within "Buyer's Invoice Address" below).

BUYER'S INVOICE ADDRESS:

Any queries regarding outstanding payments should be directed to NHS England's Accounts Payable section by email at financialaccounts@nhs.net

Invoices should clearly quote the purchase order number, be addressed to NHS England, X24 Payables K005, PO Box 312, LEEDS LS11 1HP and be sent as a PDF attachment by email to the following email address; sbs.apinvoicing@nhs.net (one invoice per PDF) and emails must not exceed 10Mb and quote, 'X24 Invoice Scanning' in subject line or alternatively invoices can be sent via post to the above address.

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

7-8 Wellington Place, Leeds, LS1 4AP

BUYER'S ENVIRONMENTAL POLICY

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NHS England Social Value Charter available online at: [NHS England Social value charter](#)

&

NHS England's [Sustainable development management plan: summary report](#)

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

12th Floor GW1, Great West House, Great West Road, Brentford TW8 9DF

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

12th Floor GW1, Great West House, Great West Road, Brentford TW8 9DF

PROGRESS REPORT FREQUENCY

Not Applicable

PROGRESS MEETING FREQUENCY

Not Applicable

KEY STAFF

Not Applicable

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Breakdown of service charges.

SERVICE CREDITS

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

The required Service Maintenance Level is Level 1.

The Service Credit Cap is in accordance with Call-Off Schedule 14 (Service Levels).

The Service Period is: one (1) Month.

A Critical Service Level Failure is: Service unavailable in excess of 1 hour

ADDITIONAL INSURANCES

Not Applicable

GUARANTEE

Not Applicable

SOCIAL VALUE COMMITMENT

Not Applicable

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
<div>[Redacted Signature Area]</div>			
Full Name:		Full Name:	
Job Title/Role:		Job Title/Role:	
Date Signed: 21/1/25		Date Signed: 31 January 2025	

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Annex 1: Details of Service Offer [REDACTED]

Document Name	Document
Service Offer	[REDACTED]
Price Card	[REDACTED]

Annex 2: Core Terms and Applicable Schedules

Document Name	Document
CCS Core Terms (version 3.0.11)	 RM6116-NS3-Core-terms-v3.0.11.pdf
Joint Schedule 1(Definitions and Interpretation)	 RM6116-Joint-Schedule-1-Definitions-vFin
Joint Schedule 2 (Variation Form)	 RM6116-Joint-Schedule-2-Variation-Form
Joint Schedule 3 (Insurance Requirements)	 RM6116-Joint-Schedule-3-Insurance-Req
Joint Schedule 4 (Commercially Sensitive Information)	 RM6116-Joint-Schedule-4-Commercially-S
Joint Schedule 5 (Corporate Social Responsibility)	 RM6116-Joint-Schedule-5-Corporate-Soci
Joint Schedule 10 (Rectification Plan)	 RM6116-Joint-Schedule-10-Rectification-P
Joint Schedule 11 (Processing Data)	 RM6116-Joint-Schedule-11-Processing-Da
Call-Off Schedule 1 (Transparency Reports)	 RM6116-Call-Off-Schedule-1-Transparenc

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Call-Off Schedule 3 (Continuous Improvement)	 RM6116-Call-Off-Schedule-3-Continuous-
Call-Off Schedule 8 (Business Continuity and Disaster Recovery)	 RM6116-Call-Off-Schedule-8-Business-Cc
Call-Off Schedule 9 (Security)	 RM6116-Call-Off-Schedule-9-Security-vFi