

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

Order Form

CALL-OFF REFERENCE:	AGEMCSU/TRANS/24/1821
THE BUYER:	NHS England on behalf of NHS Arden & Greater East Midlands Commissioning Support Unit
BUYER ADDRESS	NHS Arden & Greater East Midlands Commissioning Support Unit, St Johns House, 30 East Street, Leicester, LE1 6NB
THE SUPPLIER:	Seymour John Public Services (Midlands) Limited
SUPPLIER ADDRESS:	1 Aston Court, Bromsgrove Technology Park. Bromsgrove
REGISTRATION NUMBER:	10283467
DUNS NUMBER:	221941739
SID4GOV ID:	N/A

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 15/10/2024. It's issued under the Framework Contract with the reference number RM6187 for the provision of Management Consultancy Framework Three (MCF3).

CALL-OFF LOT:

Lot-1 Business Framework

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)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 9 (Minimum Standards of Reliability)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- 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 20 (Call-Off Specification)
4. CCS Core Terms
 5. Joint Schedule 5 (Corporate Social Responsibility)
 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

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

Call-off start date: 1st November 2024

Call-off expiry date: 31st March 2025

Call-off initial period: 4 months.

Call-off deliverables:

Option A:



1821 Attachment 3 -
Technical Delivery Par

Security

Short form security requirements apply.

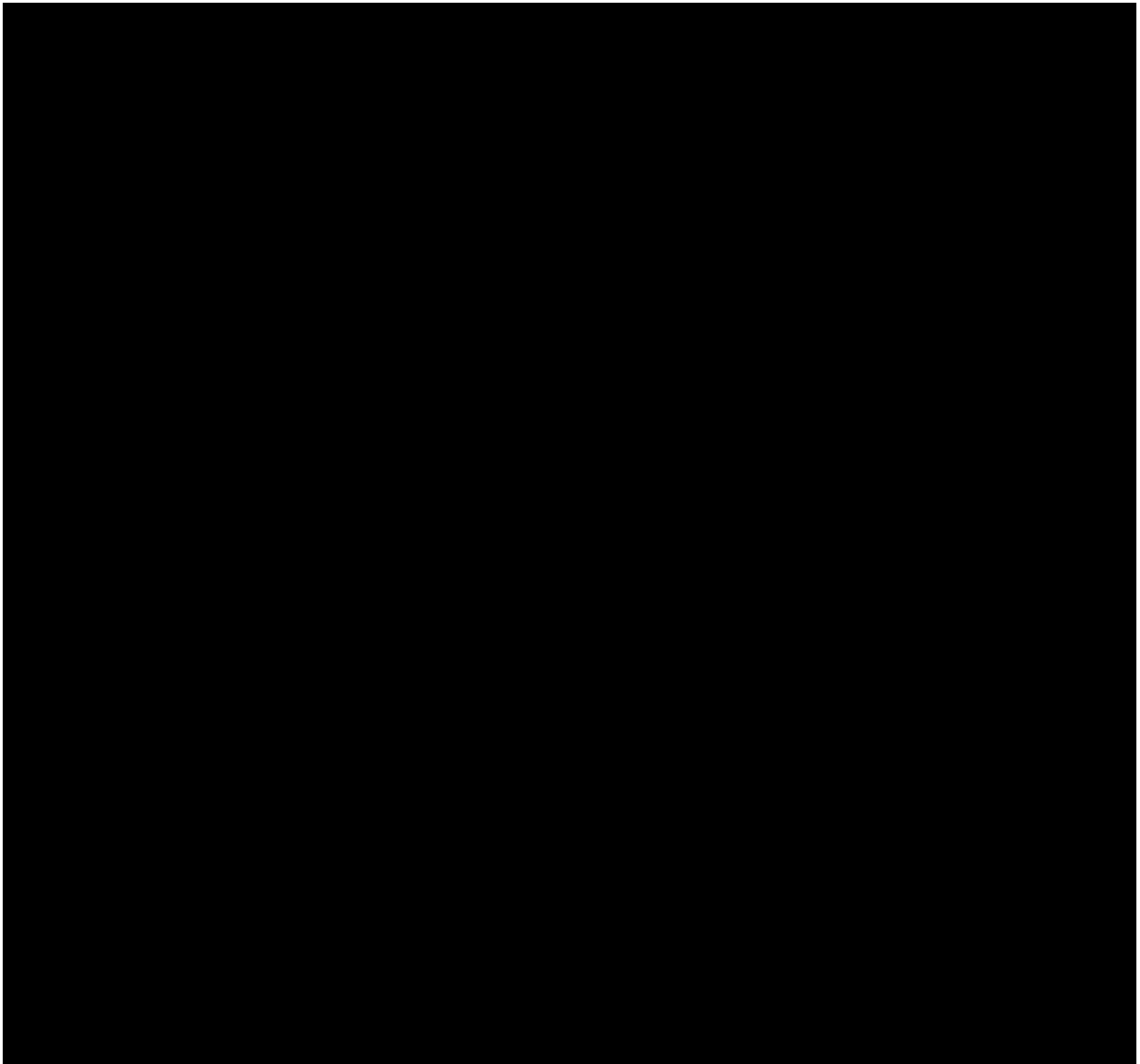
Maximum liability

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 £298,300.00 excluding VAT.

Call-off charges

Option A:



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 to be made by BACS following receipt of compliant invoice (on completion of key milestones).

Buyer's invoice address

NHS Arden and GEM CSU
ODE PAYABLES M405
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

Not applicable

Progress meeting frequency

Monthly review meetings

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

Signature:

[Redacted Signature]

Name:

[Redacted Name]

Role:

[Redacted Role]

Date: 28/10/2024

For and on behalf of the Buyer:

Signature:

[Redacted Signature]

Name:

[Redacted Name]

Role:

[Redacted Role]

Date: 01/11/24