PART A: Further Competition Order Form Template

CALL-OFF REFERENCE: W57893

THE BUYER: NHS Counter Fraud Authority

BUYER ADDRESS 9th Floor, Earlsdon Park, 55 Butts Road, Coventry,

CV1 3BH

SUPPLIER REFERENCE 124440

THE SUPPLIER: Intercity Technology Limited

SUPPLIER ADDRESS: 101-114 Holloway Head, Birmingham, B1 1QP

REGISTRATION NUMBER: 01938625

DUNS NUMBER: 29-576-8337

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 6th December 2023

It's issued under the Framework Contract with the reference number RM6261 for the provision of Mobile Voice and Data Services.

CALL-OFF LOT(S): Lot Number 2

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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) RM6261
- 3. Framework Special Terms excluding Special Terms 1, 4, 5, 8 and 9
- 4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6261
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 4 (Commercially Sensitive Information)
 - o Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for RM6261
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - o Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 14 (Service Levels)
 - o Call-Off Schedule 16 (Benchmarking)
- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6261

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

All Special Terms are incorporated into this Call-Off Contract:

CALL-OFF START DATE: 6th December 2023

CALL-OFF EXPIRY DATE: 6th December 2025

CALL-OFF INITIAL PERIOD: 2 Years, 0 Months

CALL-OFF OPTIONAL EXTENSION PERIOD 2 periods of 12 months

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MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION 3 months

CALL-OFF DELIVERABLES

DELIVERABLE	QUANTITY
0GB Voice/SMS	112
500GB Shared data pool	1
Inclusive 0GB Voice/SMS, Value Voice only	3

To be delivered from the Call-off Start Date of this contract.

MAXIMUM LIABILITY

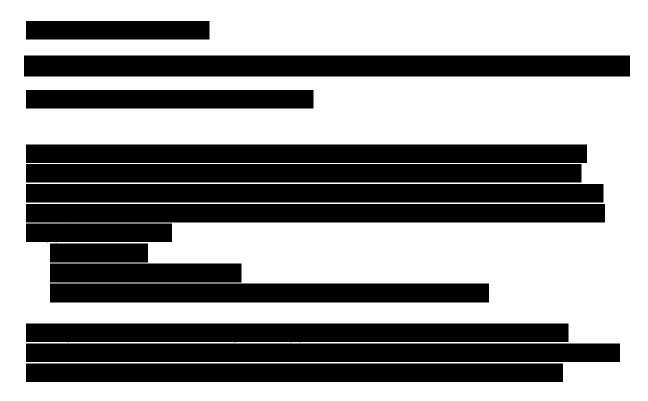
The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £10,000.00

CALL-OFF CHARGES

The Charges for the Deliverables]

Authority: NHS Counter Fraud Authority					
Ref:	W57893				
Minimum Specifications					
	Total Contract Value exc VAT (48 months)	£14,400.00			



REIMBURSABLE EXPENSES None

PAYMENT METHOD BACS

BUYER'S INVOICE ADDRESS:

Claire Gallant Commercial Officer

accountspayable@nhsbsa.nhs.uk

NHS Counter Fraud Authority care of NHS Business Services Authority

Stella House, Goldcrest Way, Newburn Riverside Newcastle upon Tyne NE15 8NY

BUYER'S AUTHORISED REPRESENTATIVE

Claire Gallant
Commercial Officer
Claire.gallant@nhsbsa.nhs.uk

Rosie Mullens Information Systems and Analytics Manager rosie.mullen@nhscfa.gov.uk

BUYER'S ENVIRONMENTAL POLICY

To be supplied

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SECURITY REQUIREMENTS

In accordance with Call-Off Schedule 9, Part A (Short Form Security Requirements)

BUYER'S SECURITY POLICY

To be supplied

SUPPLIER'S AUTHORISED REPRESENTATIVE

Chris Sharp
Chief Financial Officer
Chris.sharp@intercity.technology
101-114 Holloway Head
Birmingham
B1 1QP

SUPPLIER'S CONTRACT MANAGER

Ryan Walsh Business Development Manager Ryan.walsh@intercity.technology 101-114 Holloway Head Birmingham B1 1QP

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

Not Applicable

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

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Not applicable

GUARANTEE

There's a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract]

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)]

EXIT MANAGEMENT

Should the Buyer should choose to migrate the service away from the Supplier at the end of the Contract Term or under provisions contained within the framework terms, the Supplier will act professionally and co-operate with the Buyer and its new service Supplier to facilitate a smooth transition with minimal disruption.

The Buyer may request the following from the Supplier for no additional charge beyond the Monthly Recurring Charge:

- A list or summary (as applicable) provided to the Buyer (or its nominated service provider) of all documentation of operational and procedural practices required for the orderly transition to a successor provider of the services.
- Other information provided to the Buyer (or its nominated service provider) that is reasonably necessary to enable a successor provider to provide the services.

The Buyer may request additional services outside of the above by way of a change order for which the Supplier may charge at its prevailing rate and which the Buyer will pay no later than 30 days after receipt of an applicable invoice.

Any additional documentation or information identified by the Supplier or the Buyer pertinent to the service operation would be transferred to a nominated recipient in the Buyer's organisation using a secure FTP facility, such as the Supplier's own ISO27001-compliant ISDX service

Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2022

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
		-	

Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2022