

**Framework Schedule 6 (Order Form and Call-Off Schedules)**  
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# **Framework Schedule 6 (Order Form Template and Call-Off Schedules) – Independent Turnaround Review for an Independent Provider of NHS Services: C95363**

## **Order Form**

**CALL-OFF REFERENCE:** C95363

**THE BUYER:** NHS England

**BUYER ADDRESS:** Quarry House, Quarry Hill, Leeds, West Yorkshire, LS2 7UE

**THE SUPPLIER:** Deloitte LLP

**SUPPLIER ADDRESS:** 1 New Street Square, London, EC4A 3HQ

**REGISTRATION NUMBER:** OC303675

**DUNS NUMBER:** 364807771

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form:

***'Restructuring and Insolvency (R&I) Framework Agreement (RM6269)' and up to, but not including, the Signature block***

### **APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated 30/08/2022. It's issued under the Framework Contract with the reference number RM6269 for the provision of Restructuring and Insolvency Services.

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**CALL-OFF LOT(S):**

Not applicable

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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 includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6269
3. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6269
    - 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 10 (Rectification Plan) - Mandatory
    - Joint Schedule 11 (Processing Data) - Mandatory
4. CCS Core Terms (version 3.0.11)
5. Joint Schedule 5 (Corporate Social Responsibility)

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:

CALL-OFF START DATE: 05/09/2022

CALL-OFF EXPIRY DATE: 13/11/2022

CALL-OFF INITIAL PERIOD: Ten (10) Calendar Weeks

CALL-OFF OPTIONAL EXTENSION PERIOD: For a period(s) of up to five (5) calendar weeks at no extra cost to the Authority

CALL-OFF MAXIMUM POSSIBLE CONTRACT PERIOD: Fifteen (15) calendar weeks; 05/09/2022 – 18/12/2022

## **CALL-OFF DELIVERABLES**

See details in Call-Off Schedule 20 (Call-Off Specification), with the “report” described in Schedule 20 being the Deliverable resulting from the Services.

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During the Services, the Supplier may give the Authority draft Deliverables or oral advice. This will be on the understanding that the Authority will only rely on the final Deliverables: any draft Deliverables or oral advice are necessarily work in progress and subject to change before they are confirmed in a final Deliverable. Once Deliverables have been delivered to the Customer in final form, the supplier will not be obliged to update them.

During the Services, the Supplier will not audit, test or verify any information given to it, unless the scope of Services includes such an exercise.

In order for the Supplier to complete its work to the required standard within anticipated timescales, the Supplier assumes that the Authority will provide it on a timely basis with (i) instructions and access to the Authority's personnel and (if applicable) premises, and (ii) accurate and complete information. The Supplier will also assume that the Authority will inform it promptly if the Authority's requirements change and the scope of Services and Deliverables have to be adjusted as a result.

**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 subject to winning bid made in Attachment 4 – Pricing Schedule

**CALL-OFF CHARGES**

Subject to winning bid made in Attachment 4 – Pricing Schedule

**REIMBURSABLE EXPENSES**

None

**PAYMENT METHOD**

The Supplier must facilitate payment by the Customer of the Charges under the Call-Off Contract under any method agreed in this Order Form.

The Supplier shall not charge the Customer any fees for the use of any payment method or for a change of payment method during the term of the Call-Off Contract.

**BUYER'S INVOICE ADDRESS:**

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

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NHS England  
X24 Payables, K005  
Shared Business Services  
Phoenix House  
Topcliffe Lane  
Wakefield  
WF3 1WE

**BUYER'S AUTHORISED REPRESENTATIVE**

[REDACTED]  
Independent Providers Senior Manager - Provider Development

[REDACTED]  
Wellington House, 133-155 Waterloo Road, London, SE1 8UG

**BUYER'S ENVIRONMENTAL POLICY**

Available online at: <https://www.england.nhs.uk/greenernhs/>

**BUYER'S SECURITY POLICY**

Available online at: <https://www.england.nhs.uk/publication/information-security-policy/>

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]  
Partner

[REDACTED]  
1 New Street Square, London, EC4A 3HQ

**SUPPLIER'S CONTRACT MANAGER**

[REDACTED]  
Partner

[REDACTED]  
1 New Street Square, London, EC4A 3HQ

**PROGRESS REPORT FREQUENCY**

Throughout the review, the supplier shall provide update emails every 1-2 days on progress and key findings. Throughout the review, the supplier shall provide additional updates as and when significant matters arise.

**PROGRESS MEETING FREQUENCY**

Throughout the review, the supplier will be available for weekly meetings with both the independent provider and NHS England's Independent Provider team.

**Framework Schedule 6 (Order Form and Call-Off Schedules)**  
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**KEY STAFF**

Not Applicable

**KEY SUBCONTRACTOR(S)**

Not Applicable

**COMMERCIALLY SENSITIVE INFORMATION**

If applicable, please see Joint Schedule 4 – Commercially Sensitive Information

**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

If applicable, please see Joint Schedule 3 - Insurance Requirements

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

Please see Joint Schedule 5 (Corporate Social Responsibility) and Supplier's response to technical question 4 in Document 3 – Technical Questions

**Signature for and on behalf of the  
Supplier:**

**Signature for and on behalf of the  
Buyer:**

Full Name:

[Redacted]

Job Title/Role: Partner

Date Signed: 05 September 2022

Full Name:

[Redacted]

Job Title/Role: Deputy Chief Finance Officer

Date Signed: 30/9/22



**Framework Schedule 6 (Order Form and Call-Off Schedules)**  
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## **Attachment 2 – Qualification Envelope**



Attachment  
2\_Qualification Envelc

## **Attachment 4 – Pricing Schedule**



Attachment 4 -  
Pricing-Schedule.xlsx

## **Document 3 – Technical Questions**



Document 3 -  
Technical Questions -

## **Document 4 - NDA**



Document 4 - Non  
Disclosure Agreement

## **Call-Off Schedule 20 – Specification**



Schedule 20 - Call off  
Specification.pdf

**Framework Schedule 6 (Order Form and Call-Off Schedules)**  
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## **CCS Core Terms**



RM6269-Core-Terms  
-pdf

## **Joint Schedule 1 (Definitions)**



Joint Schedule  
1-Definitions.pdf

## **Joint Schedule 2 (Variation Form)**



Joint Schedule 2 -  
Variation Form.pdf

## **Joint Schedule 3 (Insurance Requirements)**



Joint Schedule 3 -  
Insurance Requiremer

## **Joint Schedule 4 (Commercially Sensitive Information)**



Joint Schedule  
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## **Joint Schedule 5 (Corporate Social Responsibility)**



Joint Schedule 5 -  
Corporate Social Resp



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## **Joint Schedule 10 (Rectification Plan)**



Joint Schedule 10 -  
Rectification Plan.pdf

## **Joint Schedule 11 (Processing Data)**



Joint Schedule  
11-Processing Data.pr

