

 NHS Ambulance Radio Programme	Change Control Process – Change Authorisation Note				
	Owner	Programme	Project	Workstream	Version No
	DHSC	ARP	DHSC: ARP: COTS 3	Commercial ref: C234737	V1.0
	Version Date		Author		Status
	22/09/2025		Kris Rae		ISSUED

CR No: CR1451	TITLE: COTS CR Application of [REDACTED] mark-up	DATE RAISED: 22/09/2025
AGREEMENT: DHSC: ARP: COTS 3		REQUIRED BY DATE: Immediate
TYPE OF CHANGE: Contractual - Charging Mechanism and exclusivity clause		
KEY MILESTONE DATE (IF ANY): N/A		
<p>Background</p> <p>The Supplier has informed the Authority that the mark-up percentages of [REDACTED] and [REDACTED] for hardware and software respectively, as stated in the previous COTS and COTS 2 contracts, is no longer sustainable and has requested that these be raised to [REDACTED].</p> <p>This CR1451 has been raised to formalise the application of a [REDACTED] mark-up, and to remove the Authority's obligation to purchase hardware and software exclusively from the Supplier. The change is considered by the Authority to be a last resort to maintain a compliant route for the supply of COTS hardware and software.</p> <p>DETAILED DESCRIPTION OF CHANGE FOR WHICH THIS CHANGE AUTHORISATION NOTE IS BEING PREPARED AND WORDING OF RELATED CHANGES TO THE AGREEMENT:</p> <p>1. In the Call-Off Order Form, section 2.1 GOODS AND/OR SERVICES, the following clause shall be removed:</p> <p>"The Customer agrees to purchase all of its requirements for the Goods or equivalent goods from the Supplier"</p> <p>and shall be replaced with the following:</p> <p>"The Customer is under no obligation to purchase goods from the Supplier should the same goods be available from other benchmarked suppliers at more competitive pricing."</p> <p>2. In the Call-Off Order Form, section 2.1 GOODS AND/OR SERVICES, a new clause shall be added as follows:</p> <p>"The Customer agrees that goods purchased from the Supplier are subject to a mark-up of [REDACTED] for both hardware and software products."</p>		
<p>PCR 2015 Reg 72</p> <p>The Authority believes that PCR 72(1) (c) is the most appropriate for this CR1451 on the basis that this change to the Contract could not have been foreseen by the Authority as we believed that the mark-up percentage had been replicated from the previous Contract. This CR1451 does not, however, alter the overall nature of the Contract, which continues to be for the supply of COTS hardware and software, but it is acknowledged that a modification notice will be required.</p>		
<p>PROPOSED ADJUSTMENT TO THE CHARGES RESULTING FROM THE CHANGE:</p> <p>This CR1451 will have the effect of making the purchases under this Contract more expensive. I.e., the Purchase Order will be exhausted more quickly than anticipated.</p>		

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CR1451_Change_Authorisation_Note_REDACTED

DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (e.g. FIXED PRICE BASIS): N/A	
SIGNED ON BEHALF OF THE AUTHORITY: 	SIGNED ON BEHALF OF THE SUPPLIER:
Name:	Name:
Position:	Position:

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