**Further Competition Order Form Template**

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|  |  |
| --- | --- |
| **CALL-OFF REFERENCE**:  | 22\_10\_08  |
| **THE BUYER**:  | NHS Business Services Authority  |
| **BUYER ADDRESS**  | Stella House, Goldcrest Way, Newburn Riverside Business Park, Newcastle upon Tyne, NE15 8NY.  |
| **SUPPLIER REFERENCE**  | N/A |
| **THE SUPPLIER**:  | Capita Business Services Ltd  |
| **SUPPLIER ADDRESS:**  | 65 Gresham Street, London EC2V 7NQ |
| **REGISTRATION NUMBER:**  | 02299747 |
| **DUNS NUMBER:**  | 500191747  |
| **SID4GOV ID:**  | 208528 |

# APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated

It’s issued under the Framework Contract with the reference number RM3808 for the provision of Network Services.

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

**Lot 13 – Contact Centre Services**

# 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) RM3808
3. The following Schedules in equal order of precedence:

* + Joint Schedules for framework reference number RM3808
		- Joint Schedule 1 (Definitions)
		- Joint Schedule 2 (Variation Form)
		- Joint Schedule 3 (Insurance Requirements)
		- Joint Schedule 4 (Commercially Sensitive Information)
		- Joint Schedule 5 (Corporate Social responsibility) o Joint Schedule 6 (Key Subcontractors)
		- Joint Schedule 10 (Rectification Plan)

Joint Schedule 11 (Processing Data)

* + Call-Off Schedules for 22\_10\_08
		- Call-Off Schedule 1 (Transparency Reports)
		- Call-Off Schedule 2 (Staff Transfer)
		- Call-Off Schedule 3 (Continuous Improvement)
		- Call-Off Schedule 4 (Call-Off Tender)
		- Call-Off Schedule 5 (Pricing Details)
		- Call-Off Schedule 6 (ICT Services) Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
		- Call-Off Schedule 9 (Security)
		- Call-Off Schedule 10 (Exit Management)
		- Call-Off Schedule 13 (Implementation Plan and Testing)
		- Call-Off Schedule 14 (Service Levels)
		- Call-Off Schedule 15 (Call-Off Contract Management)Call-Off Schedule 20 (Call-Off Specification

1. CCS Core Terms (version 3.0.5)
2. Joint Schedule 5 (Corporate Social Responsibility)
3. Call-Off Schedule 22 (Supplier-Furnished Terms)
4. 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 precedents over the documents above.

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 START DATE** 19th April 2023

**CALL-OFF EXPIRY DATE** 18th April 2027

**CALL-OFF INITIAL PERIOD** **4** Years

**CALL-OFF OPTIONAL EXTENSION PERIOD** Two **12** Month Options to extend.

**MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION**

**60** Daysminimum period of notice

**CALL-OFF DELIVERABLES**

See details in Call-Off Schedule 20 (Call-Off Specification)]

# 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 is200% of the Estimated Charges in the first 12 months of the Contract.

# CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)]

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4 and 5 in Framework Schedule 3 (Framework Prices).

The Charges will not be impacted by any change to the Framework Prices.

**REIMBURSABLE EXPENSES**

Recoverable as stated in the Framework Contract Schedule 3 (Framework Prices)

**PAYMENT METHOD**

# Please see attached Call Off Schedule 5 (Pricing Details)

# BUYER’S INVOICE ADDRESS

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

# BUYER’S AUTHORISED REPRESENTATIVE

Saima Wahid

Commercial Manager

saima.wahid@nhsbsa.co.uk

# BUYER’S ENVIRONMENTAL POLICY

[**https://www.nhsbsa.nhs.uk/sites/default/files/2017-05/nhsbsa-environmentalpolicy-statement.pdf**](https://www.nhsbsa.nhs.uk/sites/default/files/2017-05/nhsbsa-environmental-policy-statement.pdf)

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

Not applicable

# 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)]

# STAFF TRANSFER

The following parts of Call-Off Schedule 2 (Staff Transfer) shall apply:

*“The following parts of Call-Off Schedule 2 (Staff Transfer) shall apply:*

* *Part C (No Staff Transfer On Start Date)*
* *Part D (Pensions)*
	+ *Annex D2 (NHSPS)*
* *Part E (Staff Transfer on Exit)”*

# QUALITY PLAN

Not Applicable

# MAINTENANCE OF ICT ENVIRONMENT

The Supplier must provide a Maintenance Schedule to the Buyer for Approval within 20 Working Days following contract signature.

# BUSINESS CONTINUITY AND DISASTER RECOVERY

In accordance with Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Part A, the Supplier’s BCDR Plan at Annex 1 will apply

# SECURITY REQUIREMENTS

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

# BUYER’S SECURITY POLICY

Review Call-Off Schedule 9 (Security) Security Policy Compliance required:

Yes

# INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)

In accordance with Call-Off Schedule 9 (Security) Part B (Long Form Security

Requirements) the Buyer requires an ISMS but does not require a bespoke ISMS.

**CLUSTERING**

Not Applicable

# SERVICE LEVELS AND SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 Part B (Long

Form Service Levels and Service Credits)

The required Service Maintenance Level is Level 4

Severity Level 1 – to be defined as Total Loss of Service affecting entire site or the core network or any elements of the platforms used by the Customer, impacting a majority or all of the Customer’s End Users.

# PERFORMANCE MONITORING

Additional performance monitoring required:

Not Applicable

# SUPPLIER’S AUTHORISED REPRESENTATIVE

Bryn Coles

Client Partner bryn.coles@capita.com

65 Gresham Street, London EC2V 7NQ

# SUPPLIER’S CONTRACT MANAGER

Jordan Rowntree Commercial Director jordan.rowntree@capita.com 65 Gresham Street, London EC2V 7NQ

# PROGRESS REPORT FREQUENCY

Must comply to Call Off Schedule 20 – Call Off Specification, Part B Governance Requirements and Appendix 1 Service Management Board Representation and Structure.

# PROGRESS MEETING FREQUENCY

Must comply to Call Off Schedule 20 – Call Off Specification, Part B Governance Requirements and Appendix 1 Service Management Board Representation and Structure.

# OPERATIONAL BOARD

In accordance with Call-Off Schedule 15 (Call-Off Contract Management) the Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are detailed below**:**

The dates and times shall be established from the start of the contract and the details, type and frequency of Boards must comply to Call Off Schedule 20 – Call Off Specification, Part B Governance Requirements and Appendix 1 Service Management Board Representation and Structure.

**KEY STAFF**

N/A

# KEY SUBCONTRACTOR(S)

Amazon Web Services EMEA SARL

Mission Labs Limited

# COMMERCIALLY SENSITIVE INFORMATION

Call-Off Schedule 5 (Pricing Details)

Call-Off Schedule 22 (Supplier-Furnished Terms)

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:**  | **For and on behalf of the Buyer:**  |
| Signature:  |   | Signature:  |   |
| Name:  |  Jordan Rowntree  | Name:  |  Michael Brodie  |
| Role:  |  Commercial Director  | Role:  |  Chief Executive Officer  |
| Date:  |  22 June 2023  | Date:  |  June 28 2023  |