# **Order Form**

CALL-OFF REFERENCE: CCWS23A01

THE BUYER: Medicines and Health Care Products Regulatory

Agency

BUYER ADDRESS 10 South Colonnade, London E14 4PU

THE SUPPLIER: Advanced Distribution Management Systems

SUPPLIER ADDRESS: REDACTED TEXT under FOIA Section 40

REGISTRATION NUMBER: REDACTED TEXT under FOIA Section 40

DUNS NUMBER: REDACTED TEXT under FOIA Section 40

SID4GOV ID: Not Applicable.

This Order Form is for the provision of the Call-Off Deliverables and is dated **30th October 2023.** 

It's issued under the Framework Contract with the reference number RM6178 Water, Wastewater and Ancillary Services (2) for the provision of Water, Wastewater and Ancillary Services

CALL-OFF LOT(S):

Lot 1: Water and Waste Water Services - Monthly Billing

Framework Ref: RM6178 Water, Wastewater and Ancillary Services (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) RM6178 Water, Wastewater and Ancillary Services (2)
- 3. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6178 Water, Wastewater and Ancillary Services (2)
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 5 (Corporate Social Responsibility) Not Used
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 7 (Financial Difficulties)
    - Joint Schedule 8 (Guarantee) Not Used
    - Joint Schedule 9 (Minimum Standards of Reliability) Not Used
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
    - Joint Schedule 12 (Supply Chain Visibility)
  - Call-Off Schedules for RM6178 Water, Wastewater and Ancillary Services
     (2)
    - 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) Not Used
    - Call-Off Schedule 5 (Pricing Details)
    - o Call-Off Schedule 6 (ICT Services) Not Used
    - Call-Off Schedule 7 (Key Supplier Staff)
    - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
    - Call-Off Schedule 9 (Security)
    - Call-Off Schedule 10 (Exit Management)
    - Call-Off Schedule 11 (Installation Works)
    - Call-Off Schedule 12 (Clustering) Not Used
    - o Call-Off Schedule 13 (Implementation Plan and Testing) Not Used
    - Call-Off Schedule 14 (Service Levels)
    - Call-Off Schedule 15 (Call-Off Contract Management)
    - Call-Off Schedule 16 (Benchmarking)
    - Call-Off Schedule 17 (MOD Terms) Not Used
    - o Call-Off Schedule 18 (Background Checks) Not Used
    - Call-Off Schedule 19 (Scottish Law) Not Used

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- o Call-Off Schedule 20 (Call-Off Specification)
- o Call-off Schedule 21 (Northern Ireland Law) Not Used
- Call-off Schedule 22 (Lease Terms) Not Used
- 4. CCS Core Terms (version 3.0.8)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6178 Water, Wastewater and Ancillary Services (2)
- 6. Call-Off Schedule 4 (Supplier Response) 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.

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: 13<sup>th</sup> March 2024

CALL-OFF EXPIRY DATE: 31st January 2026

CALL-OFF INITIAL PERIOD: Up to 2 years (ONLY)

CALL-OFF EXTENSION OPTION: N/A

**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 is £64,897.99 excl VAT Estimated Charges in the first 12 months of the Contract.

**REDACTED TEXT Commercial Sensitivity (Section 43)** 

**CALL-OFF CHARGES:** 

Year 1: £64,897.99 excl VAT Year 2: £64,897.99 excl VAT

Total Value: £129,795.98 excl VAT

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, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)] The Charges will not be impacted by any change to the Framework Prices.

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The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Indexation
- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

#### REIMBURSABLE EXPENSES:

Not Applicable.

## **PAYMENT METHOD:**

The standard billing option unless amended by the Buyer at Call Off stage is for all billing to require payment to be made in arrears (30 days net of receipt of invoice).

Payment terms will be Monthly. (Payment to be made in arrears - 30 days net of receipt of valid invoice).

## **BUYER'S INVOICE ADDRESS:**

Medicines and Healthcare products Regulatory Agency

Accounts Payable

10 South Colonnade,

London

E14 4PU

#### **BUYER'S AUTHORISED REPRESENTATIVE:**

Name: REDACTED TEXT under FOIA Section 40

Role: REDACTED TEXT under FOIA Section 40

Email: <u>REDACTED TEXT under FOIA Section 40@mhra.gov.uk</u>

Address: Medicines and Healthcare products Regulatory Agency

Blanche Lane

South Mimms

EN63QG

## **BUYER'S ENVIRONMENTAL POLICY**

MHRA Environmental Policy will be provided.

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## **BUYER'S SECURITY POLICY**

MHRA Environmental Policy will be provided.

#### SUPPLIER'S AUTHORISED REPRESENTATIVE:

Name: REDACTED TEXT under FOIA Section 40 Role: REDACTED TEXT under FOIA Section 40 Email: REDACTED TEXT under FOIA Section 40

Name: REDACTED TEXT under FOIA Section 40
Role: REDACTED TEXT under FOIA Section 40
Email: REDACTED TEXT under FOIA Section 40

#### SUPPLIER'S CONTRACT MANAGER:

Name: REDACTED TEXT under FOIA Section 40 Role: REDACTED TEXT under FOIA Section 40 Email: REDACTED TEXT under FOIA Section 40

#### PROGRESS REPORT FREQUENCY:

Weekly during mobilisation and for the initial two months of the contract commencing. Thereafter on the first Working Day of each calendar month.

#### PROGRESS MEETING FREQUENCY

Weekly during mobilisation and for the initial two months of the contract commencing. Thereafter on the first Working Day of each calendar month.

#### **KEY STAFF:**

Name: REDACTED TEXT under FOIA Section 40
Role: REDACTED TEXT under FOIA Section 40
Email: REDACTED TEXT under FOIA Section 40

Name: REDACTED TEXT under FOIA Section 40
Role: REDACTED TEXT under FOIA Section 40
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## Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2020

## KEY SUBCONTRACTOR(S)

Not Applicable.

## COMMERCIALLY SENSITIVE INFORMATION

Supplier's Tender and Pricing Information for the contract term.

## **SERVICE CREDITS:**

Not Applicable.

## ADDITIONAL INSURANCES:

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)

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	REDACTED TEXT under FOIA Section 40, Personal Information	Signature:	REDACTED TEXT under FOIA Section 40, Personal Information
Name:	REDACTED TEXT under FOIA Section 40, Personal Information	Name:	REDACTED TEXT under FOIA Section 40, Personal Information
Role:	REDACTED TEXT under FOIA Section 40, Personal Information	Role:	REDACTED TEXT under FOIA Section 40, Personal Information
Date:	05/03/2024	Date:	5/3/24

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