

RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	AGEMCSU/TRANS/24/1780
THE BUYER:	NHS England on behalf of NHS Arden & Greater East Midlands Commissioning Support Unit
BUYER ADDRESS	Cardinal Square, 10 Nottingham Road, Derby DE1 3QT
THE SUPPLIER:	Seymour John Public Services (Midlands) Limited
SUPPLIER ADDRESS:	1 Aston Court, Bromsgrove Technology Park. Bromsgrove.
REGISTRATION NUMBER:	10283467
DUNS NUMBER:	221941739
SID4GOV ID:	N/A

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 23/07/2024.

It's issued under the Framework Contract with the reference number RM6187 for the provision of Cloud Transformation Stabilisation Consultancy for NHS Arden & Greater East Midlands Commissioning Support Unit.

CALL-OFF LOT(S):

Lot-1 Business

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and can not be used. 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) RM6187

3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- 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 6 (Key Subcontractors)
- Joint Schedule 10 (Rectification Plan) - Mandatory
- Joint Schedule 11 (Processing Data) - Mandatory

Call-Off Schedules

- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 20 (Call-Off Specification)

4. CCS Core Terms
5. Joint Schedule 5 (Corporate Social Responsibility) - Mandatory
6. 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 precedence over the documents above.

Supplier terms are not 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:

Special Term 1 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is

- (i) specified in this Contract or*
- (ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements*

None

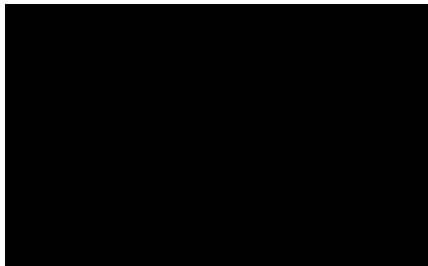
Call-off start date: 1st June 2024

Call-off expiry date: 31st March 2025

Call-off initial period: 12 months

CALL-OFF OPTIONAL EXTENSION PERIOD: No option to extend.

Call-off deliverables:



Security

Short form security requirements apply

Maximum liability

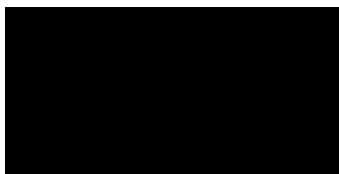
The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first contract year are:

£250k inclusive of vat Estimated Year 1 Charges of the Contract.

Call-off charges

Option B:



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

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

Reimbursable expenses

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

Payment method

Payment made by BACS



FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives do not apply to this Call-Off Contract.

Buyer's authorised representative



Buyer's security policy

<https://www.ardengemcsu.nhs.uk/>

Supplier's authorised representative



Supplier's contract manager



Progress report frequency

Weekly

Progress meeting frequency

Weekly

Key staff





Key subcontractor(s)

Not applicable

Commercially sensitive information

Not applicable

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy

<https://www.ardengemcsu.nhs.uk/>

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)]

Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

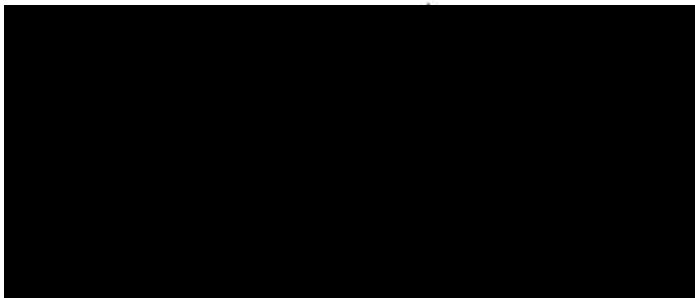
The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

For and on behalf of the Supplier:



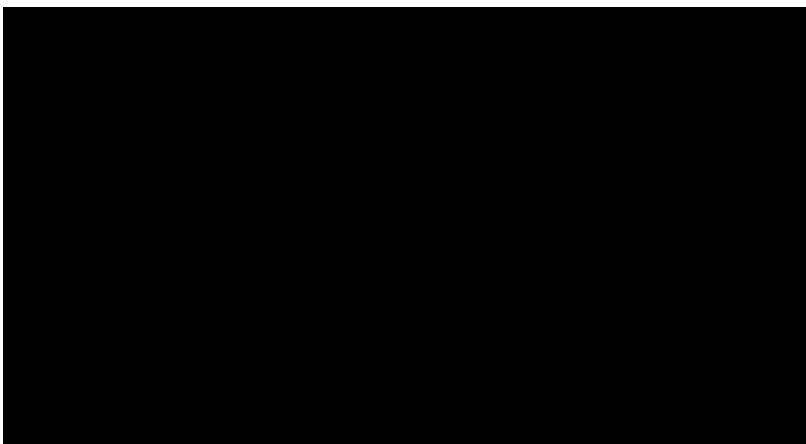
Date: 01/08/2024

For and on behalf of the Buyer:



Date: 25/07/2024

For and on behalf of the Buyer:



Date: 25.07.2024

For and on behalf of the Buyer:



Date: 02/08/24