

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

Order Form

CALL-OFF REFERENCE: **W49764**

THE BUYER: NHS Counter Fraud Authority

BUYER ADDRESS 7th Floor, HM Government Hub, 10 South Colonnade, Canary Wharf, London, E14 4PU

THE SUPPLIER: Bulien LLP

SUPPLIER ADDRESS: The Core, Bath Lane, Newcastle upon Tyne,
NE4 5TF

REGISTRATION NUMBER: OC426439

DUNS NUMBER: 224919516

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 29 December 2023.

It's issued under the Framework Contract with the reference number RM6195 for the provision of Big Data & Analytics.

CALL-OFF LOT(S): Lot Number 2

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) RM6195
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6195
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for **W49764**
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 6 (ICT Services);
 - 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 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6195
7. 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.

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:

Special Term 1

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1. The Supplier warrants that:
 - a. the Call-Off Deliverables are suitable for the Buyer's intended use as set out in this Call-Off Contract and more specifically detailed in the Call-Off Specification;

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- b. the licence terms applicable to the Call-Off Deliverables permit the Buyer to present, share, and distribute datasets (whether the Buyer's or a third party's) and findings that have been processed by the Call-Off Deliverables to third parties for their benefit (for example, the sharing of business intelligence and benchmarking data to enable those third parties to improve their counter fraud provision), so that (as applicable) under the licence terms of the Call-Off Deliverables:
 - i. such activities shall be deemed permitted activities of the Buyer; and
 - ii. such third parties shall be deemed permitted users and recipients of the output from the Call-Off Deliverables;
- c. the Buyer's intended use of the Call-Off Deliverables as notified to the Supplier prior to the date of this Call-Off Contract (including as set out in the Call-Off Specification) will not otherwise cause the Buyer to be in breach of any of the licence terms applicable to those Call-Off Deliverables; and
- d. it has received from all relevant third party licensors of the Call-Off Deliverables their acknowledgement and agreement to provisions a, b, and c of this Special Term 1.

Special Term 2.

The Supplier shall ensure that the licence procured by it in accordance with paragraph 9 of Call-Off Schedule 6 shall contain appropriate terms such that that licence cannot be revised, varied, extended, replaced or superseded without the express agreement of the Buyer. For the avoidance of doubt, where any variations are proposed, the Supplier shall submit the proposed amendments to the Buyer who will review and assess the amended licence for acceptability in its entirety.

Special Term 3

The Supplier shall indemnify the Buyer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Buyer arising out of or in connection with any breach of the warranties contained in Special Term 1.

CALL-OFF START DATE: 29 December 2023

CALL-OFF EXPIRY DATE: 28 December 2026

CALL-OFF INITIAL PERIOD: 3 Years, 0 Months

CALL-OFF OPTIONAL : 0 Years, Months
EXTENSION PERIOD

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 £315,233.33

CALL-OFF CHARGES

Charges for the Deliverables

The Buyer shall pay to the Supplier the Charges calculated in accordance with the following:

	Year 1 (2024/25)	Year 2 (2025/26)	Year 3 (2026/27)	Total
	Annual Cost	Annual Cost	Annual Cost	3 Year Cost
Licence costs to support a minimum number of 20 users for super uses / analytics	£288,150	£288,150	£288,150	£864,450
Implementation and migration				£81,250
Total				£945,700

In the event that the Buyer requires the Supplier to scale up the Deliverables to enable use by 50 users, the following Charges shall apply:

	Year 1 (2024/25)	Year 2 (2025/26)	Year 3 (2026/27)	Total
	Annual Cost	Annual Cost	Annual Cost	3 Year Cost
Licence costs for scaling up to 50 users (note that unlimited business users can trigger workflows and applications without the need for additional licences)	£84,950	£155,900	£210,850	£451,700

Note that all Charges are expressed in this clause to be exclusive of VAT.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

BACS

BUYER'S INVOICE ADDRESS:

[REDACTED]

Commercial Officer

accountspayable@nhsbsa.nhs.uk

NHS Counter Fraud Authority care of

NHS Business Services Authority

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

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

To be supplied

BUYER'S SECURITY POLICY

To be supplied

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

The Core, Newcastle Helix, Bath Lane, Newcastle upon Tyne NE4 5TF

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

The Core, Newcastle Helix, Bath Lane, Newcastle upon Tyne NE4 5TF

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

[REDACTED]

KEY SUBCONTRACTOR(S)

Not Applicable

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COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Not applicable

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)]

Signed	For and on behalf of the Supplier:	For and on behalf of the Buyer
<div></div>		
Name		
Title		
Date	15/02/2024	15/02/24