

Crown Commercial Service

Call-Off Order Form for RM6187 Management Consultancy Framework Three (MCF3)

**COVID -19 Vaccine Deployment Programme - Programme Resource Support to EECL
and the Commercial Workstream**

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

PART – A Order Form

Call-off reference: COVID -19 Vaccine Deployment Programme - Core Programme Resource Support

The buyer: **NHSE**

Buyer address: Skipton House
80 London Road
London
SE1 6LH

The supplier: Baringa Partners LLP

Supplier address: 62 Buckingham Gate
Westminster
London
SW1E 6AJ

Registration number: OC303471
DUNS number: 733291509

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated as per the Buyer's signature on Page 7.

It is issued under the Framework Contract with the reference number RM6187 for the provision of management consultancy services.

Call-off lot: Lot 3: Complex & Transformation

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 cannot be used. 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) RM6187
3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions) – N/A
- Joint Schedule 2 (Variation Form) – N/A
- Joint Schedule 3 (Insurance Requirements) – N/A
- Joint Schedule 4 (Commercially Sensitive Information) – N/A
- Joint Schedule 6 (Key Subcontractors) – N/A
- Joint Schedule 7 (Financial Difficulties) – N/A
- Joint Schedule 8 (Guarantee) – N/A
- Joint Schedule 9 (Minimum Standards of Reliability) – N/A
- Joint Schedule 10 (Rectification Plan) – N/A
- Joint Schedule 11 (Processing Data) – N/A

Call-Off Schedules

- Call-Off Schedule 1 (Transparency Reports) – N/A
- Call-Off Schedule 3 (Continuous Improvement) – N/A
- Call-Off Schedule 5 (Pricing Details) – N/A
- Call-Off Schedule 6 (ICT Services) – N/A
- Call-Off Schedule 7 (Key Supplier Staff) – N/A
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery) – N/A
- Call-Off Schedule 9 (Security) – N/A

- Call-Off Schedule 10 (Exit Management) – N/A
- Call-Off Schedule 12 (Clustering) – N/A
- Call-Off Schedule 13 (Implementation Plan and Testing) – N/A
- Call-Off Schedule 14 (Service Levels) – N/A
- Call-Off Schedule 15 (Call-Off Contract Management) – N/A
- Call-Off Schedule 16 (Benchmarking) – N/A
- Call-Off Schedule 18 (Background Checks) – N/A
- **Call-Off Schedule 20 (Call-Off Specification)**
– See end of document for Schedule 20

4. CCS Core Terms (version 3.0.10)
5. Joint Schedule 5 (Corporate Social Responsibility)
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

N/A

Call-off start date: 13/12/2021

Call-off expiry date: 18/03/2022

Call-off initial period: 3 months

Call-off deliverables:

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

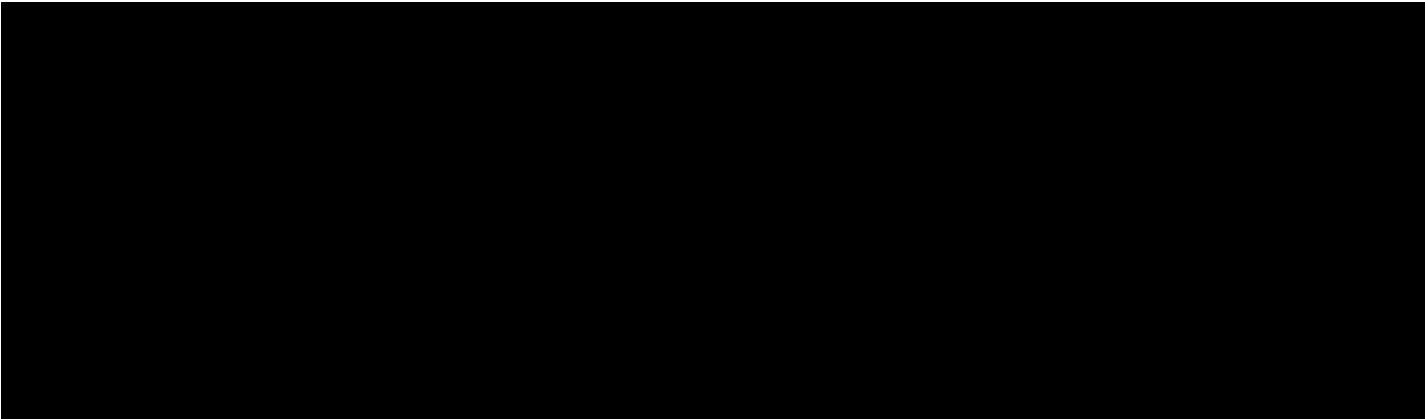
Maximum liability

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 are:

Call-off charges – £330,000.00 excluding VAT (inclusive of all expenses) (time and materials)

These charges are based upon the framework rate card:



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

Not Applicable

Payment method

The Supplier is to submit an invoice as per the details below for services delivered

Buyer's invoice address

NHS England
X24 Payables K005
Phoenix House
Topcliffe Lane
Wakefield
WF3 1WE

The relevant PO must be quoted in the top 3rd portion of each invoice. Invoices and credit notes can be mailed to the address above or emailed **individually** to

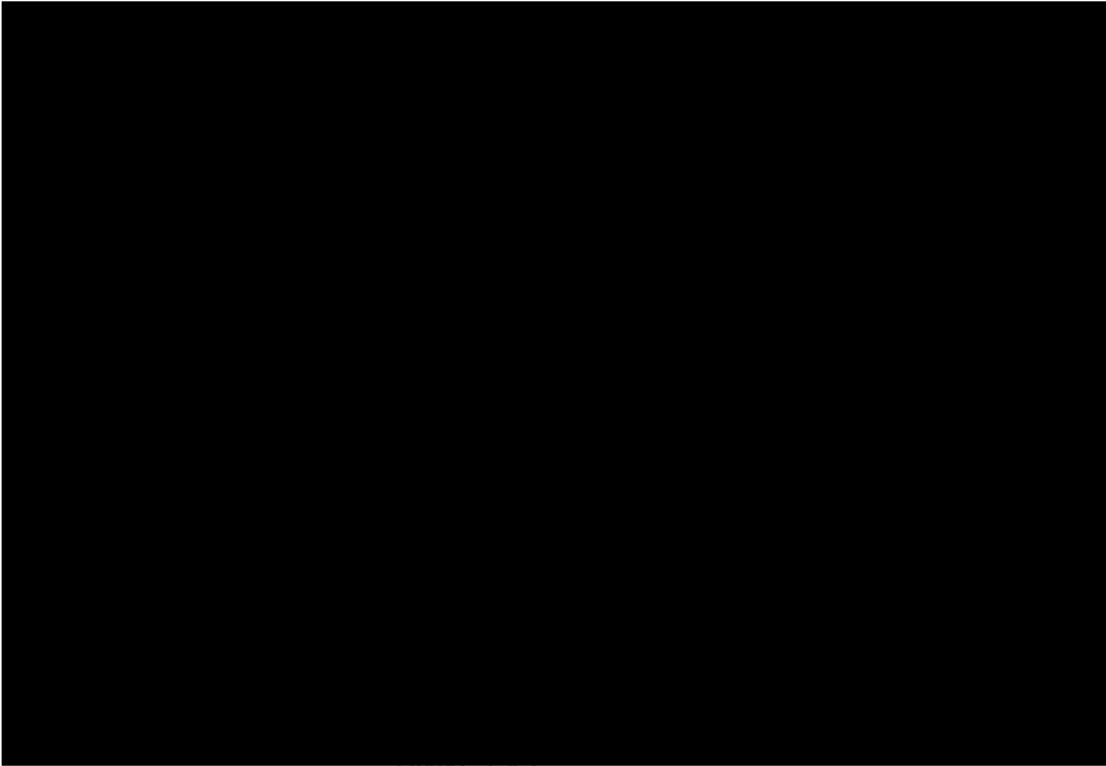


Buyer's authorised representative



Buyer's security policy

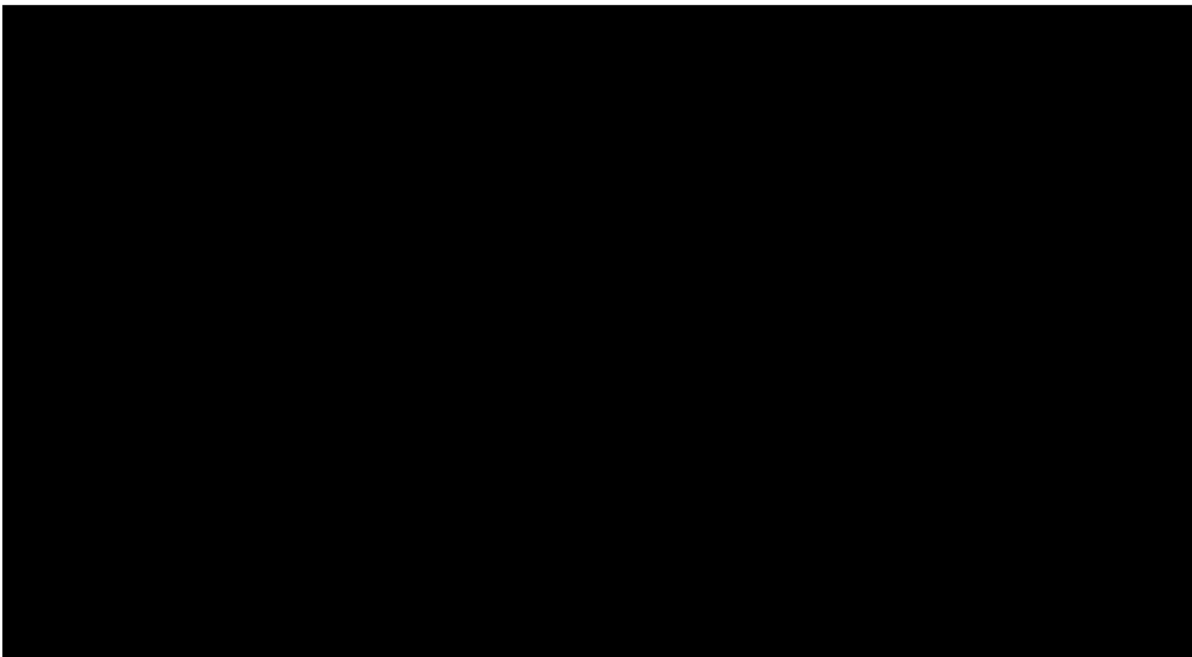
Available online at: <https://www.england.nhs.uk/publication/information-security-policy/>

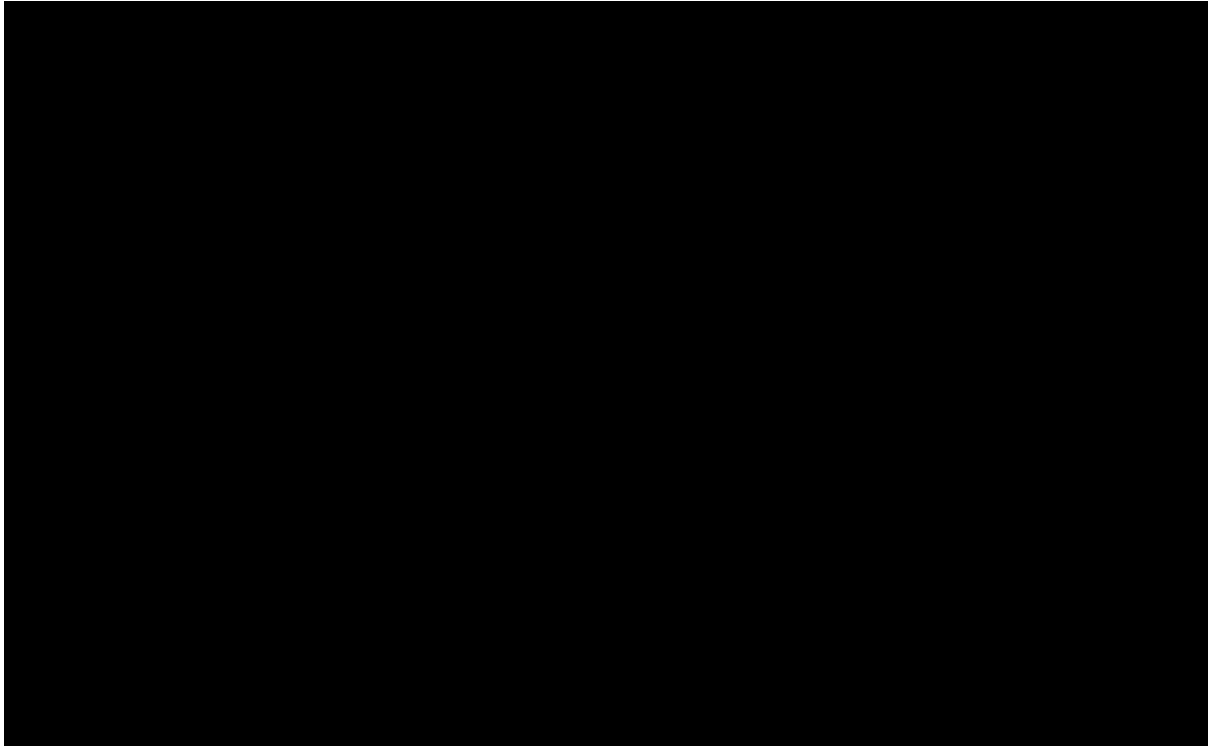


SWTE 6AJ

Progress report frequency

Weekly





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

Available online at: <https://www.england.nhs.uk/greenernhs/> (applicable version as at the date of this Call Off Contract)

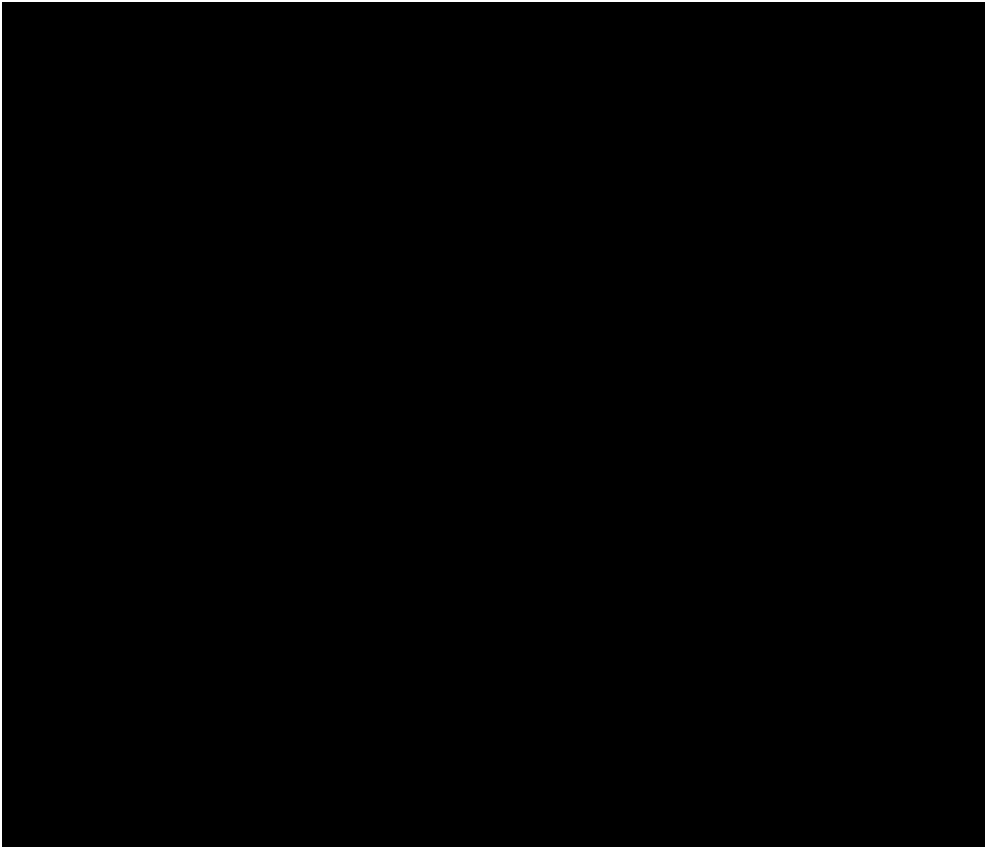
Social value commitment

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)

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.



Call-Off Schedule 20 (Call-Off Specification)
Call-Off Ref:
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