# **Order Form**

CALL-OFF REFERENCE: AGEMCSU/TRANS/22/1252

THE BUYER: NHS Birmingham and Solihull Integrated Care

Board

BUYER ADDRESS First Floor | Wesleyan | Colmore Circus |

Birmingham | B4 6AR

THE SUPPLIER: Bechtle Direct Limited

SUPPLIER ADDRESS: 128 High Street, Crediton, Devon

REGISTRATION NUMBER: 03283032
DUNS NUMBER: 36-480-0615
SID4GOV ID: Insert if known

THE SUB-CONTRACTOR: InPhase Limited

SUPPLIER ADDRESS: Manor House, Sefton Park, Stoke Poges, Bucks

REGISTRATION NUMBER: 03019187 DUNS NUMBER: 77-757-6018

SID4GOV ID: N/A

#### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 13<sup>th</sup> October 2022.

It's issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

### CALL-OFF LOT(S):

#### Lot-3 Software and Associated 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:

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- 1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2. Joint Schedule 1(Definitions and Interpretation) RM6068
- 3. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6068
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 9 (Minimum Standards of Reliability)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for [Insert Call-Off reference number]
    - Call-Off Schedule 5 (Pricing Details)
    - Call-Off Schedule 7 (Key Supplier Staff)
    - Call-Off Schedule 8 (Business Continuity & Disaster Recovery) Part [A/B]
    - Call-Off Schedule 9 (Security) Part [A/B/C]
    - o Call-Off Schedule 10 (Exit Management) Part [A/B]
    - o Call-Off Schedule 13 Implementation Plan and Testing
    - Call-Off Schedule 14 (Service Levels)
    - o Call-Off Schedule 15 Call Off Contract Management
    - o Call-Off Schedule 20 (Call-Off Specification
- 4. CCS Core Terms (version 3.0.6)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6068
- 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.]
- 7. Annexes A to E Call-Off Schedule 6 (ICT Services)

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: Insert terms to revise or supplement Core Terms, Joint Schedules, Call-Off Schedules;

InPhase End User Licence 1022BMSH5663

InPhase People Time Agreement 1022MT5664

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CALL-OFF START DATE: 26<sup>th</sup> October 2022

CALL-OFF EXPIRY DATE: 31st October 2025

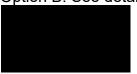
CALL-OFF INITIAL PERIOD: 3 Years

CALL-OFF OPTIONAL EXTENSION 2 Year (1+1)

**PERIOD** 

#### **CALL-OFF DELIVERABLES**

Option B: See details in Call-Off Schedule 20 (Call-Off Specification)



#### LOCATION FOR DELIVERY

First Floor, Wesleyan, Colmore Circus, Birmingham, B4 6AR (Cloud Based Solution)

#### DATES FOR DELIVERY OF THE DELIVERABLES

See details in Call-Off Schedule 13 (Implementation Plan & Testing)

#### **TESTING OF DELIVERABLES**

See details in Call-Off Schedule 13 (Implementation Plan & Testing)

#### WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 90 days

#### 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 £55,000.00 Estimated Charges in the first 12 months of the Contract. The Buyer must always provide a figure here.

#### **CALL-OFF CHARGES**

Option B: See details in Call-Off Schedule 5 (Pricing Details)



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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 a Specific Change in Law or Benchmarking using Call-Off Schedule 16 (Benchmarking) where this is used.

#### REIMBURSABLE EXPENSES

Any expenses for travel and subsistence incurred solely at the request of the Trust.

PAYMENT METHOD BACS

**BUYER'S INVOICE ADDRESS:** 

QHL NHS Birmingham and Solihull Integrated Care Board

QHL PAYABLES N075

PHOENIX HOUSE

**TOPCLIFFE LANE** 

WAKEFIELD

WEST YORKSHIRE

WF3 1WE

sbs.apinvoicing@nhs.net

BUYER'S AUTHORISED REPRESENTATIVE

Indpreet Dharni

Patient Safety Manager

First Floor | Wesleyan | Colmore Circus | Birmingham | B4 6AR

**BUYER'S ENVIRONMENTAL POLICY** 

https://www.birminghamsolihull.icb.nhs.uk

**BUYER'S SECURITY POLICY** 

https://www.birminghamsolihull.icb.nhs.uk

SUPPLIER'S AUTHORISED REPRESENTATIVE

Village Green, Methuen Park, Chippenham SN14 0GF

GER

Village Green, Methuen Park, Chippenham SN14 0GF

Framework Ref: RM6068 Project Version: v0.1

Model Version: v3.2

## SUPPLIER'S SUB-CONTRACTOR AUTHORISED REPRESENTATIVE

As sub-contractor's address

SUPPLIER'S SUB-CONTRACTOR CONTRACT MANAGER

#### As sub-contractor's address

PROGRESS REPORT FREQUENCY On the first Working Day of each calendar month or as agreed

PROGRESS MEETING FREQUENCY Quarterly on the first Working Day of each quarter

**KEY STAFF** 

As sub-contractor's address

KEY SUBCONTRACTOR(S)

InPhase Limited, Manor House, Sefton Park, Buckinghamshire,

Company number: 03019187 **DUNS number: 77-757-6018** 

COMMERCIALLY SENSITIVE INFORMATION

Software functionality, training and copyright materials

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

**GUARANTEE** 

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

# Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2018

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:	25 <sup>th</sup> October 2022	Date:	3/11/2022

For and on behalf of the Supplier sub-contractor:			
Signature:			
Name:			
Role:			
Date:	25 <sup>th</sup> October 2022		