

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

Order Form

CALL-OFF REFERENCE:	CCZX22A24 (GIAA REF: GIAA22A25) Lot 1 (Core Services)
THE BUYER:	Government Internal Audit Agency
BUYER ADDRESS	10 Victoria Street, London SW1H 0NB
THE SUPPLIER:	PRICEWATERHOUSECOOPERS LLP
SUPPLIER ADDRESS:	1 Embankment Place London WC2N 6RH
REGISTRATION NUMBER:	OC303525
DUNS NUMBER:	733367952
SID4GOV ID:	SQ-XTSV59U/1

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 16 March 2023.

It's issued under the Framework Contract with the reference number RM6188 for the provision of Internal Audit Services.

CALL-OFF LOT(S):

Lot 1 - Internal audit and assurance

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 includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) **RM6188**

3. The following Schedules in equal order of precedence:
- Joint Schedules for **RM6188**
 - 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 7 (Financial Difficulties)
 - Joint Schedule 8 (Guarantee) **NOT USED**
 - Joint Schedule 9 (Minimum Standards of Reliability)
 - Joint Schedule 10 (Rectification Plan) - Mandatory
 - Joint Schedule 11 (Processing Data) - Mandatory
 - Call-Off Schedules for **CCZX22A24 (GIAA REF: GIAA22A25)** Call-Off reference number]
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer) **NOT USED**
 - Call-Off Schedule 3 (Continuous Improvement)
 - 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 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 17 (MOD Terms)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 23 (HMRC Terms)
4. CCS Core Terms
5. Joint Schedule 5 (Corporate Social Responsibility) **RM6188**
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.

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 - 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*

Special term 2 - Clause 10.5 of the Core Terms is amended as follows:

- *The existing paragraph under clause 10.5 is numbered 10.5.1;*
- *The following paragraph is inserted after clause 10.5.1 and is numbered clause 10.5.2:*

The Supplier may terminate a Call-Off Contract upon such period of written notice is reasonable in the circumstances, if there is any Change in Law or other change in circumstance outside of the Supplier's reasonable control which would mean that the performance of the Call-Off Contract (including the application of any fee arrangements) would result in the Supplier being in breach of any obligations relating to conflicts of interest, independence and integrity under Law applicable to the Supplier provided that, prior to issuing any such notice of termination, the Supplier shall use best endeavours to seek an alternative solution to termination (which shall include a requirement to terminate any contract with a third party if the existence of that contract has led to a conflict of interest) and mitigate the impact of any such alternative solution or termination.

Special term 3 - The definition of "Conflict of Interest" in Joint Schedule 1 is deleted and replaced by the following:

a conflict between:

(a) the financial interests,

(b) personal duties, or

(c) any obligations, applicable to the Supplier, relating to conflicts of interest, independence and integrity under Law,

of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;

Special term 4 - Where a Supplier fails to produce a Rectification Plan in a timely fashion, or fails to deliver the agreed Rectification Plan to the required standard and on time, the Authority reserves the right (in its sole and absolute discretion) to: (i) defer allocation of work to a supplier through the Lot 1 'taxi rank' process pending a resolution of the matter to the Authority's satisfaction; or (ii) reallocate Lot 2 portfolios pending such resolution; or, (iii) if at any time (and whether or not it has sought to rely on (i) or (ii) above), the Authority is not satisfied that the matter can be resolved in a timely and satisfactory manner, seek early termination of the contract in accordance with the procedures set out in Section 10 (Ending the contract or any subcontract) of the Core Terms.

Special term 5 - Call-Off Schedule 17 (MOD Terms)

Where the Supplier undertakes work that requires access to Ministry of Defence ("MOD") sites, the Buyer will arrange for the terms of this Schedule to be applied by the MOD in relation to the Supplier in respect of that work by means of a Memorandum of Understanding between the Buyer and the MOD; and the Supplier

shall comply with those terms as if the MOD were the Buyer for the purposes of this Schedule.

Special Term 6 - Call-Off Schedule 23 (HMRC Terms)

Where the Supplier undertakes work in relation to His Majesty's Revenue and Customs ("HMRC"), the Buyer will arrange for the terms of this Schedule to be applied by HMRC in relation to the Supplier in respect of that work by means of a Memorandum of Understanding between the Buyer and HMRC; and the Supplier shall comply with those terms as if HMRC were the Buyer for the purposes of this Schedule.

CALL-OFF START DATE: 30 March 2023

CALL-OFF EXPIRY DATE: 30 April 2026

CALL-OFF INITIAL PERIOD: 3 Years, 1 Month

CALL-OFF OPTIONAL EXTENSION PERIODS

Extension period 1: 12 MONTHS 1 May 2026 – 30 April 2027

Extension period 2: 12 MONTHS 1 May 2027 – 30 April 2028

CALL-OFF DELIVERABLES

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

SECURITY

Part A (Short Form Security Requirements) apply

Each commission will be subject to the individual GIAA customer Department or ALB's Security Policy and any specific security requirements associated with the task as directed by the Commissioning form.

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

Lot 1 (Core Services) Contract: £2,000,000 .00 Estimated Charges in the first 12 months of the Contract.

CALL-OFF CHARGES

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

The Charges can only be changed by agreement in writing between the Buyer and

the Supplier because of:

- Indexation, which only applies from 04 September 2025
- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

REIMBURSABLE EXPENSES

As set out in paragraph 12.3 of the Statement of Requirement]

PAYMENT METHOD

Paragraphs 17.4 and 17.5 of the Statement of Requirement

The Authority shall accept and process for payment an electronic invoice submitted for payment by the Supplier where the invoice is undisputed and where it complies with the standard on electronic invoicing.

For the purposes of this, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.

Call off Schedule 5 Pricing details

BUYER'S INVOICE ADDRESS:

Redacted Under FOIA, Section 40, Personal Information

FINANCIAL TRANSPARENCY OBJECTIVES

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

BUYER'S AUTHORISED REPRESENTATIVE

Redacted Under FOIA, Section 40, Personal Information

BUYER'S ENVIRONMENTAL POLICY

N/A

BUYER'S SECURITY POLICY

See Annex A

SUPPLIER'S AUTHORISED REPRESENTATIVE

Redacted Under FOIA, Section 40, Personal Information

SUPPLIER'S CONTRACT MANAGER

Redacted Under FOIA, Section 40, Personal Information

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 Under FOIA, Section 40, Personal Information

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Redacted Under FOIA, Section 43, Commercial Interests

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 Under FOIA, Section 40, Personal Information	Signature:	Redacted Under FOIA, Section 40, Personal Information
Name:	Redacted Under FOIA, Section 40, Personal Information	Name:	Redacted Under FOIA, Section 40, Personal Information
Role:	Redacted Under FOIA, Section 40, Personal Information	Role:	Redacted Under FOIA, Section 40, Personal Information
Date:	20/3/2023	Date:	27 th March 2023

Annex A - GIAA Security Management Plan

Redacted Under FOIA, Section 43, Commercial Interests