

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

### Order Form

CALL-OFF REFERENCE:	<b>Contract Ref C228413 / PRO5938</b> <b>Atamis Project Ref C211855</b>
THE BUYER:	United Kingdom Health Security Agency
BUYER ADDRESS	10 South Colonnade, Canary Wharf, London, E14 5EA
THE SUPPLIER:	PA Consulting Services Limited
SUPPLIER ADDRESS:	10 Bressenden Place, London,
REGISTRATION NUMBER:	00414220
DUNS NUMBER:	211000617
SID4GOV ID:	211000617

### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 4<sup>th</sup> December 2023

It's issued under the Framework Contract with the reference number RM6187 for the provision of the Development and Implementation of Source to Pay (S2P) Optimisation Project (Phase 2).

### 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 can not be used. If the documents conflict, the following order of precedence applies:

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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) - Optional
  - Joint Schedule 10 (Rectification Plan) - Mandatory
  - Joint Schedule 11 (Processing Data) - Mandatory
- Call-Off Schedules
- Call-Off Schedule 5 (Pricing Details) - Optional
  - Call-Off Schedule 7 (Key Supplier Staff) - Optional
  - Call-Off Schedule 9 (Security) - Optional
  - Call-Off Schedule 10 (Exit Management) - Optional
  - Call-Off Schedule 13 (Implementation Plan and Testing) - Optional
  - Call-Off Schedule 14 (Service Levels) - Optional
  - Call-Off Schedule 15 (Call-Off Contract Management) - Optional
  - Call-Off Schedule 20 (Call-Off Specification) - Optional
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*



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[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

**Call-off start date:** 4<sup>th</sup> December 2023

**Call-off expiry date:** 3<sup>rd</sup> December 2024

**Call-off initial period:** 1 Year

This Contract shall commence on 4th December 2023 (Commencement Date”) and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 3rd December 2024 (the “Term”).

This contract will be for the sole purpose of the services delivery  
Without prejudice to any other right of termination set out in this Contract, the Buyer may terminate this contract, in whole or in part, for convenience by giving the Supplier not less than 1 (one) months’ notice in writing.

**CALL-OFF OPTIONAL EXTENSION PERIOD:** The Buyer may give notice to the Supplier of its intention to extend this Contract (the “Extension Requirements”) for

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1(one) optional period of up to 4 (four) months from 3rd December 2024 (the “Extension Period”).

The Supplier shall, no later than 10 (ten) Business Days after receiving the Extension Requirements provide its proposals to provide the Extension Requirements.

The Parties shall, acting reasonably and in good faith, discuss and agree the terms on which the Supplier shall provide the Extension Requirements during the Extension Period. These terms shall be incorporated into this Contract by way of variation.

### **Call-off deliverables:**

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

### **Security**

Short form security requirements apply

### **and Buyer's security policy**

<https://www.gov.uk/government/publications/security-policy-framework>

**DATA PROTECTION OFFICER:** [REDACTED]

### **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 contract are up to :  
£1,856,910 (Exclusive of VAT)

### **Call-off charges**

The Charges for this contract are up to : £1,856,910 (Exclusive of VAT) See details in Call-Off Schedule 5 (Pricing Details)

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

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

- Specific Change in Law

### **Reimbursable expenses**

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

### **Payment method**

During mobilisation, the UKHSA SRO and Supplier authorised representative will work to agree an alternative invoicing schedule aligned with the proposed implementation plan either in line with completion of phased delivery or monthly contract reviews. Upon UKHSA SRO approved completion of delivery phases or monthly contract reviews the Supplier shall submit a proforma invoice providing supporting evidence of achievement to the required level of quality (quality standards to be defined in the Contract) of the output to the Authority's Contract Manager. The Authority's Contract Manager will review and arrange signoff of the proforma invoice from the Authority's SRO; confirmation of approval will be sent to the Supplier. The Authority shall have 3 working days to confirm if it approves the proforma invoice and such pro forma invoices are deemed approved should the Authority fail to notify the Supplier of its approval or rejection within this timeframe. The Supplier shall submit a validated invoice to [payables@ukhsa.gov.uk](mailto:payables@ukhsa.gov.uk) within 7 days of receiving the Authority's approval of the invoice. The invoice must quote the Purchase Order number and reference the Atamis Contract reference. Payment will be released within 30 days in receipt of a valid invoice. UKHSA considers S2P1 to S2P4 as priority deliverables. Payment on completion of S2P5 to S2P8 will not be released until S2P1 to S2P4 are signed off as complete.

If you have a query regarding an outstanding payment please contact our Accounts Payable section by email to [REDACTED]

### **Financial Transparency Objectives**

The Financial Transparency Objectives apply to this Call-Off Contract.

### **Buyer's authorised representative**

[REDACTED]

### **Buyer's contract manager**

[REDACTED]



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**Supplier's authorised representative**

[REDACTED]

**Supplier's contract manager**

[REDACTED]

**Progress report and meeting frequency**

As laid out in Schedule 15 Call-Off-Contract-Management

**Key staff**

[REDACTED]

[REDACTED]

**Key subcontractor(s)**

Mastek  
PA Holdings Limited

**Commercially sensitive information**

As per Joint Schedule 4 (Commercially Sensitive Information)

**Service credits**

See Schedule 14 – Service Levels

**Additional insurances**

Additional Insurances required in accordance with Joint Schedule 3 (Insurance  
6

Framework: RM6187

Model version: v3.7

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## Requirements)

Professional Indemnity Min. Cover	£5 million
Third Party Minimum Cover	£5 million
Public Liability Min. Cover	£5 million

## Guarantee

Not applicable

## Buyer's environmental and social value policy

[Environmental and sustainability policy - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/policies/environmental-and-sustainability-policy)

[CCS social value policy - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/policies/ccs-social-value-policy)

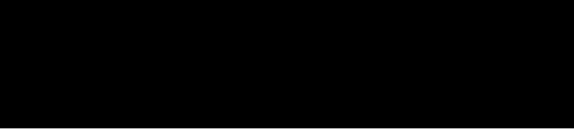



## Social value commitment

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:	For and on behalf of the Buyer:
DocuSigned by: 	DocuSigned by: 
Full Name: 	Full Name: 
Job Title/Role: 	Job Title/Role: 
Date Signed: 4 Dec 2023	Date Signed: 04/12/2023

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