

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

Order Form

CALL-OFF REFERENCE: Prj_1415, itt_799 – Project Management Advisory Services for the Sizewell C Project (via RM6187 CCS Management Consultancy Framework 3 Lot 3 Complex and Transformation)

THE BUYER: Department for Energy, Security and Net Zero
(DESNZ)

BUYER ADDRESS

[REDACTED]

[REDACTED]

THE SUPPLIER: PA CONSULTING SERVICES LIMITED

SUPPLIER ADDRESS:

[REDACTED]

REGISTRATION NUMBER: 00414220

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated **6th June 2023**.

It's issued under the Framework Contract with the reference number RM6187 Lot 3 for the provision of Project Management Advisory Services for the Sizewell C Project.

CALL-OFF LOT:

Lot 3 Complex and 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 includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions) RM6187

3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 5 (Corporate Social Responsibility)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 14 (Service Levels)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 16 (Benchmarking)
- Call-Off Schedule 20 (Call-Off Specification)

4. CCS Core Terms
5. 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. The Supplier's bid is attached at Appendix A.
6. Document 7 – DESNZ Information Security Policy
7. Document 8 – DESNZ Environmental Policy

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

- (1) 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 – This commission relates to the provision of professional services,

not the supply of goods. The provisions related to Goods (Clause 3.2 in the Core Terms) are therefore “not used” in this Call-Off Contract.

Special Term 3: Notwithstanding any other term of this Call-Off Contract, the Supplier’s obligation in relation to the performance of the Services shall be to exercise reasonable skill and care and the Supplier shall only be liable if and to the extent that it has failed to exercise such skill and care and for the avoidance of doubt the Supplier shall not be under any obligation of fitness for purpose.

Call-off start date: 6th June 2023

Call-off expiry date: 5th June 2025

Call-off initial period: 2 years with option for 1 year extension

Call-off deliverables:

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

Security

Short form security requirements apply.

And

DESNZ Information Security Policy

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 maximum £1m excluding VAT.

Call-off charges



Please also 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 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)

Maximum contract value

The maximum contract value is £1m excluding VAT.

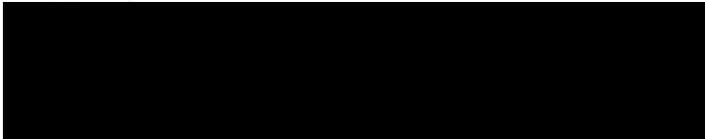
Reimbursable expenses

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

Payment method

BACS Payment

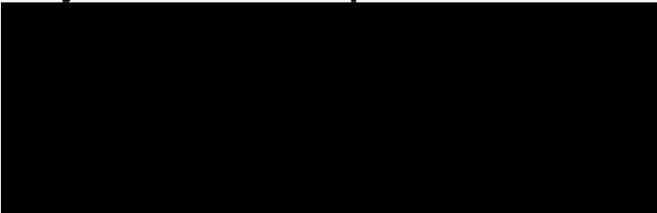
Buyer's invoice address



Financial Transparency Objectives

The Financial Transparency Objectives apply to this Call-Off Contract as a Tier One contract managed in accordance with CCS Open Book Contract Management Guidance

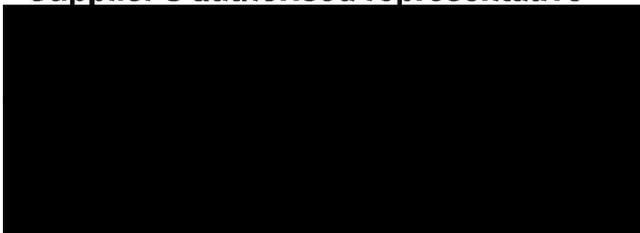
Buyer's authorised representative



Buyer's security policy

DESNZ Information Security Policy
Included in Appendix B

Supplier's authorised representative



London
SW1E 5DN,

Supplier's contract manager



Progress report frequency

First Working Day of each month

Progress meeting frequency

First Working Day of each month

Key staff



Key subcontractors



Commercially sensitive information

As defined in Joint Schedule 4.

Service levels

As defined in Call Off Schedule 14.

Additional insurances

Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy

Included in Appendix C

Social value commitment

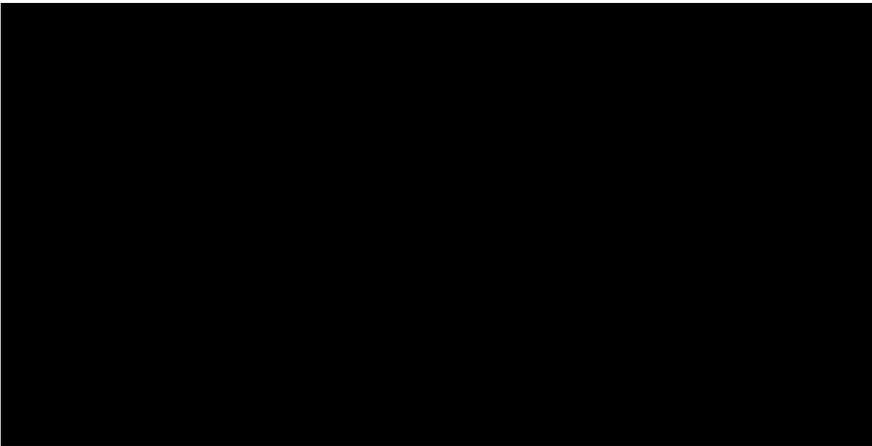
The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)].

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:

