

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

Order Form

CALL-OFF REFERENCE:	Project_8744 - Reinforced Autoclaved Aerated Concrete ("RAAC") School Programme
THE BUYER:	Department for Education
BUYER ADDRESS	Sanctuary Buildings, Great Smith Street, London, SW1P 3BT
THE SUPPLIER:	PricewaterhouseCoopers LLP
SUPPLIER ADDRESS:	PricewaterhouseCoopers, 1 Embankment Place, London, WC2N 6RH
REGISTRATION NUMBER:	OC303525
DUNS NUMBER:	733367952

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 21 November 2023.

It's issued under the Framework Contract with the reference number RM6187 for the provision of professional services in relation to the Reinforced Autoclaved Aerated Concrete ("RAAC") School Programme.

CALL-OFF LOT(S): 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 can not 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 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 7 (Financial Difficulties) – Optional
- Joint Schedule 9 (Minimum Standards of Reliability) – Optional

Call-Off Schedules

- Call-Off Schedule 6 (ICT Services) - Optional
 - Call-Off Schedule 7 (Key Supplier Staff) - Optional
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery) - Optional
 - Call-Off Schedule 9 (Security) - Optional
 - Call-Off Schedule 10 (Exit Management) - Optional
 - Call-Off Schedule 14 (Service Levels) - Optional
 - Call-Off Schedule 15 (Call-Off Contract Management) - Optional
 - Call-Off Schedule 20 (Call-Off Specification)
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*

Call-off start date: 21 November 2023

Call-off expiry date: 16 January 2024

Call-off initial period: 8 weeks

Call-off extension period: 8 weeks

Call-off deliverables:

Through the delivery of the services identified in call-off schedule 20 (Call-off specification):

Milestone 1: Mobilise resources, have FTE staff ready to onboard with the project team

Timeframe: Within a day of Contract Award.

Milestone 2: Complete all reasonable endeavours to determine whether RAAC is evident or not evident in the c.100 Further Investigation Team (FIT) projects allocated to the supplier during the first week of the contract.

Timeframe: No later than the 16 January 2024, but specific cases may require resolving sooner and those individual deadlines will be communicated by the DfE Project Team lead.

Milestone 3: Present options for the acceleration of projects through the phases of the RAAC programme to DfE seniors in order to begin implementing from w/c 11 December 2023.

Timeframe: 8 December 2023.

Milestone 4: Complete all reasonable endeavours, to support RB's to develop a deliverable mitigation plan for up to 150 projects (unless otherwise agreed between both parties), allocated to the supplier within a practical timeframe during the contract. The mitigation plan must demonstrate delivery of a full curriculum and face to face education, through agreement with the DfE's mitigation team lead.

Timeframe: Dictated by individual projects and when allocated, by no later than 16 January.

Note: Relief will be provided to Milestones 2 and 4 on a project-by-project basis where circumstances outside the supplier's control impact the successful completion of these milestones.

Security

Short form security requirements apply.

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:

£425,000

Call-off charges

The Authority reserves the option to extend the call-off contract by 8 weeks. The total contract value shall be a fixed fee of £425,000 excluding VAT and expenses and all extensions.

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

Reimbursable expenses

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

Expenses are expected to be limited to those required for any on-site meetings requested by the buyer, including for example the collection and return of IT equipment.

Payment method

Invoices will be approved for payment by the buyer's contract manager. Approval will be dependent upon sufficient progress being made by the supplier against the milestones identified above .

All invoices must be sent, quoting a valid purchase order number (PO Number), to:

accountspayable.OCR@education.gov.uk

Within 30 days this Call-Off Contract, Buyer will send the Supplier a unique PO Number. The Supplier must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of the Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to the Supplier, which may lead to a delay in payment.

Payment via BACS

If the Supplier has a query regarding an outstanding payment, please contact the Buyer's Accounts Payable section by email to:

accounts payable.OCR@education.gov.uk

Buyer's invoice address

Department for Education
Sanctuary Buildings,
Great Smith Street,
London,
SW1P 3BT

FINANCIAL TRANSPARENCY OBJECTIVES

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

Buyer's authorised representative

[Redacted]

Buyer's security policy

The Short Form Security Requirements apply.

The Supplier may decline any aspect of the proposed scope and methods of a Buyer's security and/or audit requirements on the basis that it:
includes any technical vulnerability or penetration testing of the Supplier's system;
and/or
may potentially breach Supplier's client confidentiality obligations; and/or
is outside the scope of services provided to the Buyer under the Call-Off Contract.

For the purposes of the Contract the Staff Vetting Procedures, data security requirements, equality and diversity policy and environmental policy are found at the following address <https://www.gov.uk/government/organisations/department-for-education/about/procurement#equality-and-diversity-in-procurement>.

Supplier's authorised representative

[Redacted]

Supplier's contract manager

[Redacted]

Progress report frequency

Not applicable

Progress meeting frequency

As set out in Attachment-3-Statement-of-Requirements - RAAC School Programme:

- Twice weekly meetings with the provider's and the DfE's FIT team lead, or the DfE's chosen delegates, and;
- Twice weekly meetings with the provider's and the DfE's Mitigation team lead, or the DfE's chosen delegates.

Key DfE staff (DfE contract manager)

[Redacted]

Key subcontractor(s)

Not applicable

Commercially sensitive information

Not applicable

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

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:

Signature [REDACTED]

Name [REDACTED]

Role [REDACTED]

Date [REDACTED]

For and on behalf of the Buyer:

Signature [REDACTED]

Name [REDACTED]

Role [REDACTED]

Date [REDACTED]