# C355722 UKHSA Accounts Production and Financial Capability Support

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

### **Order Form**

CALL-OFF REFERENCE: Contract reference C355722 / W167768

THE BUYER: United Kingdom Health Security Agency

BUYER ADDRESS: 10 South Colonnade,

Canary Wharf,

London, E14 5EA

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 25<sup>th</sup> April 2025

It's issued under the Framework Contract with the reference number RM6187 for the provision of UKHSA Accounts Assurance.

#### **CALL-OFF LOT:**

Lot 4, Finance

#### **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 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 10 (Rectification Plan) Mandatory
- Joint Schedule 11 (Processing Data) Mandatory

#### **Call-Off Schedules**

- Call-Off Schedule 7 (Key Supplier Staff) Optional
- Call-Off Schedule 9 (Security) Optional
- Call-Off Schedule 15 (Call-Off Contract Management) Optional
- Call-Off Schedule 20 (Call-Off Specification) Optional
- 4. CCS Core Terms (version 3.0.10)
- 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

Special Term 2 – The Supplier must ensure that a BPSS for all staff is submitted, with an update provided within 4 weeks of commencement of work. Confirmation of BPSS should be emailed to the Strategy Lead.

Special Term 3 - The Buyer may instruct the Supplier to stop Supplier Staff for working on the Contract where confirmation of BPSS is not provided within 4 weeks of commencing work under the Contract.

Call-off start date: 28<sup>th</sup> April 2025

Call-off expiry date: 31<sup>st</sup> March 2026

Call-off initial period: 11 months

#### Call-off deliverables:

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

# Security

Short form security requirements apply

# And Buyer's security policy

## **DATA PROTECTION OFFICER:**

## **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: £998,800.00 (Exclusive of VAT)

#### **Call-off charges**

The Charges for this contract are up to: £998,800.00 (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 Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

Specific Change in Law

#### Reimbursable expenses

Supplier's fee is to be inclusive of all expenses

### **Payment method**

The project requirements will be based on supplier's price submitted during tender with payment linked to delivery milestones / requirement A, B, C & D within these packages of work.

The Supplier shall submit an invoice at the end of each month detailing, time sheet of individual roles/ grades, personnel names, effort employed and progress against the Key Milestones.

Invoices will be paid monthly in arrears by BACs or alternative payment method as agreed between the Buyer and the Supplier.

The Authority's Contract Manager will review and sign off the proforma invoice confirmation will be sent to the Supplier.

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

Within 10 Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You 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 your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

Any queries regarding an outstanding payment please contact our Accounts Payable section either by email or in writing to:

#### **BUYER'S INVOICE ADDRESS:**

Accounts Payable; UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG UKHSA VAT No: GB888851648

Contact number for all invoice related queries: ■

. Please select Option

5, and then Option 1

between 09:00-17:00 Monday to Friday.

Framework: RM6187 Model version: v3.7

# FINANCIAL TRANSPARENCY OBJECTIVES

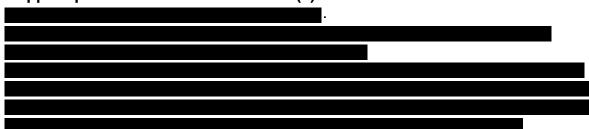
The Financial Transparency Objectives apply to this Call-Off Contract.

Buyer's authorised representative
Supplier's authorised representative
Supplier's contract manager
Progress report frequency
The supplier will be expected to submit concise written progress reports monthly in which they will indicate any significant risks or proposed changes to the agreed programme deliverables, as well as setting down milestones for the next month, giving an update on emerging analysis and other outputs.
Any changes to the above arrangement to be agreed by UKHSA authorised representative in advance.
Progress meeting frequency  Twice weekly Huddles (Tuesday and Thursday) – nominated lead to provide updates on all supported areas. Attended by G6s and G7s across the Financial Accounts team and led by  Monthly Senior Stakeholders – Senior Lead to attend – Attended by senior staff as determined by UKHSA and by  as chair.  Monthly contract delivery meeting – contract lead to attend. To cover review of deliverables against plan, invoicing and total PO spend.  Any changes to be agreed with UKHSA authorised representative.
Key staff

# **Key subcontractor(s)**

N/A

# Supplier personnel and subcontractor(s)



# **Commercially sensitive information**

As per Joint Schedule 4 (Commercially Sensitive Information)

#### Service credits

Not applicable

#### **Additional insurances**

Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)

#### Guarantee

Not applicable

## Buyer's environmental and social value policy

Environmental and sustainability policy - GOV.UK (www.gov.uk)

CCS social value policy - GOV.UK (www.gov.uk)

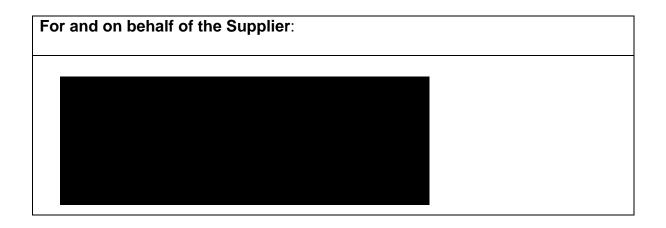
#### Social value commitment

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 or	f the Buyer:		
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# Appendix 1 – Schedules:

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Call-Off Schedule 9 (Security)	
Call-Off Schedule 15 (Call-Off Contract	
18	
Management)	

Call-Off Schedule 20 (Call-Off Specification)	
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