

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

### Order Form

CALL-OFF REFERENCE: [REDACTED]

THE BUYER: The Secretary of State for Health Social Care acting on behalf of the crown

BUYER ADDRESS 39 Victoria Street, London, SW1H 0EU

THE SUPPLIER: PA Consulting Services LTD

SUPPLIER ADDRESS: 10 Bressenden Place, London, SW1E 5DN.

REGISTRATION NUMBER: 00414220

DUNS NUMBER: 211000617

### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 28/08/2024. It's issued under the Framework Contract with the reference number RM6187 for the provision of Consultancy Services

### CALL-OFF LOT(S):

Call – OFF 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 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 6 (Key Subcontractors) - Applies
- Joint Schedule 10 (Rectification Plan) - Mandatory
- Joint Schedule 11 (Processing Data) - Mandatory

### **Call-Off Schedules**

- Call-Off Schedule 5 (Pricing Details) - Applies
  - Call-Off Schedule 20 (Call-Off Specification) - Applies
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*

Special Term 2 - The Buyer will make its own back-ups of Government Data. Accordingly, the requirements of Clause 14.3 and 14.8(a) of the Core Terms are waived by the Buyer in respect of this Call-Off Contract. The requirement to erase all Government Data in Clauses 10.6.1(d), 14.8(d) of the Core Terms are not applicable.

Special Term 3 - Direct confidentiality undertakings from Supplier Staff are not required under Core Terms 15.3

**Call-off start date:** 19/08/2024  
**Call-off expiry date:** 25/10/2024  
**Call-off initial period:** 49 Working Days

#### **CALL-OFF OPTIONAL EXTENSION PERIOD N/A**

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

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

#### **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:

[REDACTED]

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

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)

#### **Reimbursable expenses**

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

#### **Payment method**

Via BACS within 10 business days of receiving a valid invoice.

**Buyer's invoice address**

[REDACTED]

**FINANCIAL TRANSPARENCY OBJECTIVES**

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

**Buyer's authorised representative**

[REDACTED]

**Buyer's security policy**

N/A

**Supplier's authorised representative**

[REDACTED]

**Supplier's contract manager**

[REDACTED]

**Progress report frequency**

N/A

**Progress meeting frequency**

N/A

**Key staff**

[REDACTED]

**Key subcontractor(s)**

[REDACTED]

**Commercially sensitive information**

[REDACTED]

**Service credits**

**N/A**

**Additional insurances**

**N/A**

**Guarantee**

**N/A**

**Buyer's environmental and social value policy**

**N/A**

**Social value commitment**

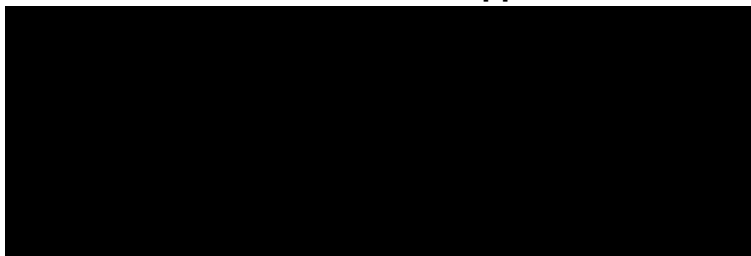
The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)]

**Formation of call off contract**

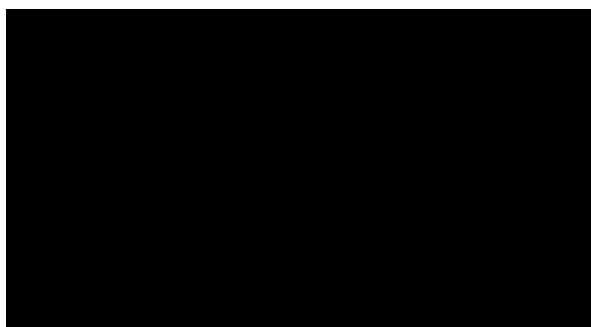
By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

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:**



**Call-Off Schedule 5 (Pricing Details)**



**Call off Schedule 20 – Specification**

