

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

### Order Form

CALL-OFF REFERENCE:	C102775 - New NHS England programme - phase 2 consultancy procurement
THE BUYER:	The National Health Service Commissioning Board, known as NHS England
BUYER ADDRESS	NHS England, Skipton House, 80 London Road, London SE1 6LH
THE SUPPLIER:	PA Consulting Services Ltd
SUPPLIER ADDRESS:	10 Bressenden Place, London, SW1E 5DN
REGISTRATION NUMBER:	00414220
DUNS NUMBER:	211000617
SID4GOV ID:	211000617

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract.

### **Applicable framework contract - CCS RM6187 – Management Consultancy Framework Three (MCF3)**

This Order Form is for the provision of the Call-Off Deliverables and dated 22/02/2023. It's issued under the Framework Contract with the reference number RM6187 for the provision of to work collaboratively with the in-house team to support the merger of NHSD, HEE and NHSE. This strategic delivery partner, will support implementation activities in directorates and regions through a single, centralised contract, providing specialist skills of managing change at scale and implementing designs.

### **CALL-OFF LOT(S):**

CCS RM6187 – Management Consultancy Framework Three (MCF3) – 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:

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

### **Call-Off Schedules**

- Call-Off Schedule 1 (Transparency Reports) - Optional
  - Call-Off Schedule 3 (Continuous Improvement) - Optional
  - Call-Off Schedule 5 (Pricing Details) - Optional
  - Call-Off Schedule 7 (Key Supplier Staff) - Optional
  - Call-Off Schedule 9 (Security) - Optional
  - Call-Off Schedule 15 (Call-Off Contract Management) - 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**

Not used

**Call-off start date:** 10/10/2022

**Call-off expiry date:** 31/03/2024

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**Call-off initial period:** 18 months

**Call-off deliverables:**

In accordance with the Statement of Requirements, Supplier's proposal and Statement of Work Packages (if applicable).



Doc 3 - Phase 2  
Consultancy Specificat



NNHSE PA  
Submission.pdf

**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:

£7,000,000 Ex VAT with the option for £13,000,000 Ex VAT for the 18 month term

**Call-off charges**

Grade	PA Consulting Services Ltd
Partner	
Managing Consultant / Director	
Principal Consultant / Associate Director	
Senior Consultant / Engagement Manager / Project Lead	
Consultant	
Analyst / Junior Consultant	

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:

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- Specific Change in Law

**Reimbursable expenses**

Notwithstanding the provisions of MCF 3 Framework Schedule 3, the parties expressly agree that Reimbursable Expenses are permitted for this Call-Off Contract.

**Payment method**

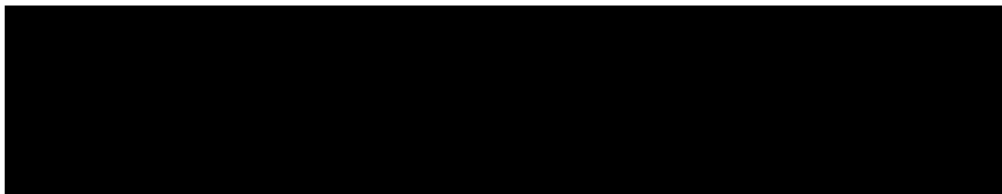
BACS

The Supplier agrees to provide to the Buyer a maximum of one consolidated invoice per calendar month for all services under this Call-Off Contract.

**Buyer's invoice address**

NHS England – X24  
Payables Phoenix  
House  
Topcliffe Lane  
Wakefield  
WF3 1WE

**Buyer's authorised representative**



**Buyer's security policy**

To follow

**Supplier's authorised representative**



**Supplier's Contract Manager**



### **Progress report and meeting frequency**

Management information should be provided at the call off contract level and for component work packages. For the duration of the contract supplier meetings to review items such as delivery against key metrics, spend against budget, key risks and issues, and escalations will be initiated.

Aligning with the roles and responsibilities set out in the Statement of Requirements, the supplier should ensure that there is sufficiently senior representation at these meetings. This will ensure that any identified issues can be addressed in a timely manner.

A monthly status report for the call off contract should be provided no later than the last calendar day of each month that the contract is active. In addition, more frequent reporting for each work package may be requested as part of the specification of the work.

### **Key staff**

In accordance with Call-Off Schedule 7 (Key Supplier Staff).

### **Key subcontractor(s)**

Not applicable

### **Commercially sensitive information**

In accordance with joint Schedule 4.

<b>No</b>	<b>Item(s)</b>	<b>Duration of Confidentiality</b>
1	Identity of professional staff and skills experience	5 years
2	Fee rates for professional staff	5 years
3	PA Consulting Methodologies and Tools	5 years

### **Service credits**

Not applicable

### **Additional insurances**

Not applicable

### **Guarantee**

Not applicable

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

To follow

### **Social value commitment**

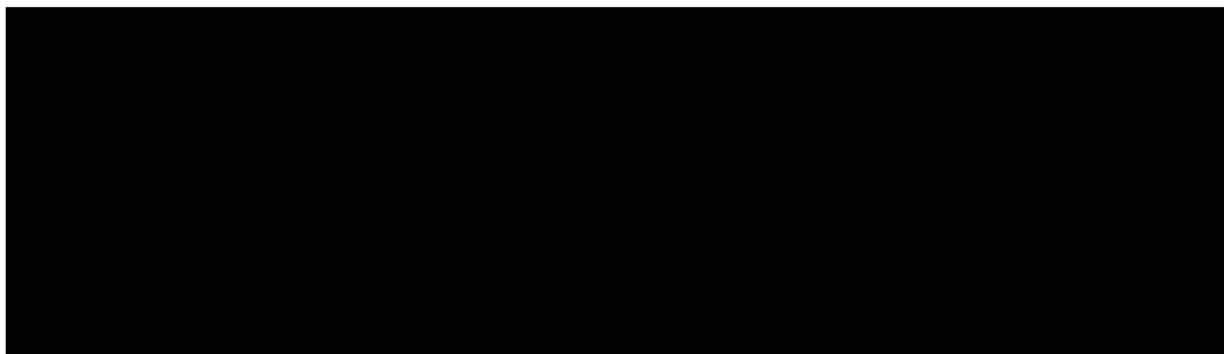
The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

### **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:**

