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

Order Form

CALL-OFF REFERENCE: C23441

THE BUYER: The Secretary of State for the Home Department

BUYER ADDRESS 2 Marsham Street, London, SW1P 4DF

THE SUPPLIER: PA Consulting Services Limited

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

REGISTRATION NUMBER: 414220

DUNS NUMBER: 211000617

SID4GOV ID: 211000617

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 12/12/2022 It's issued under the Framework Contract with the reference number RM6187 for the provision of FBIS Assurance Consultancy Services.

CALL-OFF LOT(S):

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)

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

Call-Off Schedules

- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 9 (Security) Short Form Requirements
- 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.

https://www.crowncommercial.gov.uk/agreements/RM6187

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:

Definitions

the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Packages of Work"	Supplier deliverables under this contract which have been specifically instructed by the Buyer's Authorised Representative or Project Manager(s) only	
"Project Manager"	The manager appointed for the purposes of this Contract through whom the provision of the services and Deliverables shall be managed day-to-day	
"Client authorisation Form"	The form on which formal notification of instruction for a new contract Deliverable shall be recorded	

- 1. Supplier staff shall hold valid SC (Security Check) clearance unless confirmed otherwise by the Buyer Project Manager(s) in writing.
- 2. The supplier shall complete Packages of Work as directed by the Buyer.
 - Packages of Work can only be instructed by the Buyer's Authorised

Representative or the named Project Manager(s).

- The costs associated with each of the Packages of Work shall be in line with the Call-Off charges.
- Packages of Work will be instructed in writing and where appropriate utilise the Supplier's Client Authorisation Form.
- The supplier will increase and decrease the number of staff as needed to deliver Packages of Work.
- This may give rise to occasion in which no Supplier staff are deployed.
- 3. 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.
- 4. The requirement to erase all Government Data in Clauses 10.6.1(d), 14.8(d) of the Core Terms and in Call-Off Schedule 9 (Security) (if applicable) are not applicable.
 - Notwithstanding the requirement for the Supplier to return or erase Government Data (for example, in Clauses 10.6.1(d), 14.8(d) of the Core Terms and in Call-Off Schedule 9 (Security)), the Buyer confirms that the Supplier may retain copies of Government Data held on the Supplier's back-up media as part of the Supplier's standard business continuity and disaster recovery practices and provided that such copies are eventually securely deleted or destroyed in accordance with the Supplier's standard document retention policy.
- 5. This Call Off Contract is viewed as a Tier 1 contract under the CCS Open Book Contract Management Guidance and as such open book data is not required to be provided.
- 6. Direct confidentiality undertakings from Supplier Staff are not required under Core Terms 15.3.

Call-off start date: 03/01/2023

Call-off expiry date: 31/12/2024

Call-off initial period: Two (2) years

Call-off value: £4,000,000

Extension Options: This agreement may be extended by two (2) periods of up to six (6) months.

Call-off deliverables:



Updated-C23441-T2 -Attachment 3-FBIS (

Specific deliverables to be determined in each package of work

Security

Part A (Short Form Security Requirements) apply

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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:



Call-off charges

The charging mechanism is Time and Materials using the following ratecard

Role Descriptor	Daily Rate £ (exc VAT)
Partner /	
Managing Director	
Managing Consultant / Associate Director / Director	
Principal Consultant	<u>-</u> -
Senior	
Consultant / Manager	
Consultant	
Junior Consultant	

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

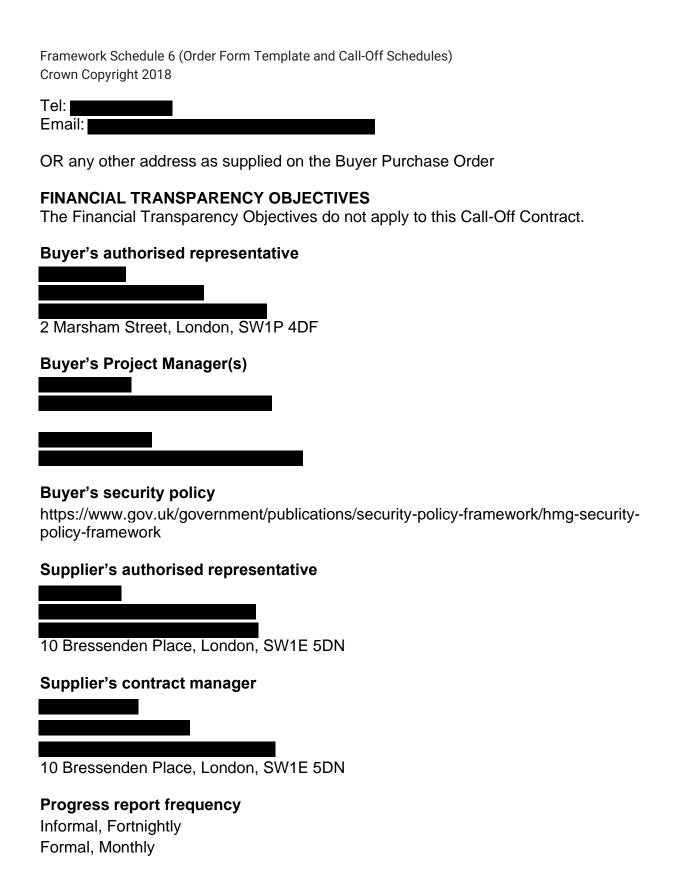
Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

Payment method

BACS

Buyer's invoice address

Home Office Shared Service Centre HO Box 5015 Newport, Gwent NP20 9BB



Progress meeting frequency

To be determined in each package of work

Key staff

To be determined in each package of work

Key subcontractor(s)

PA Holdings Ltd

Commercially sensitive information

 Identity of professional staff and skills experience Fee rates for professional staff PA Consulting Methodologies and Tools Supplier Bid (Call-Off Tender) Vears 	<u>#</u>	<u>Information</u>	Duration of Confidentiality
		Fee rates for professional staff	5 years

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy

https://www.gov.uk/government/publications/environmental-and-sustainability-policy

Social value commitment

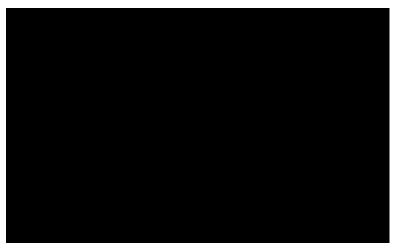
The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

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:

Signature:

