

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

Order Form

CALL-OFF REFERENCE: PROC-516-2023

THE BUYER: Competition and Markets Authority

BUYER ADDRESS CMA, Cabot Square, Isle of Dogs, London

THE SUPPLIER: PriceWaterhouseCooper Ltd

SUPPLIER ADDRESS: 1 Embankment Place, London, WC2n 6RH

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 08/03/23
It's issued under the Framework Contract with the reference number RM6187 for the provision of HR Consultancy Services

CALL-OFF LOT(S): 5 HR

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

Call-Off Schedules

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: 09 March 2023

Call-off expiry date: 08 March 2024

Call-off initial period: 1, years

CALL-OFF OPTIONAL EXTENSION PERIOD, 1 year

Call-off deliverables:

The CMA wishes to engage specialist employee relations support to conduct thorough employee relations investigations and produce high quality written outcome reports, into both disciplinary and grievance matters. The CMA will engage with the provider once a decision has been made to investigate.

The requirements of the investigation support will include:

- Thorough employee investigation support into both disciplinary and grievance matters.
- Adhering to the CMA policies and practice, to ensure investigations are procedurally sound and delivered without delay.
- A briefing meeting with the Decision Manager to explain the role of the investigator, the investigation process and an investigation plan.
- Review of any materials provided as part of grievance or disciplinary allegations to determine their relevance to the investigation.

- Holding investigation interviews with individuals involved. The CMA will provide a note taker when required for formal investigation interviews.
- Writing an investigation report for the Decision Manager, to support their decision, in accordance with the Grievance and Disciplinary Policies.
- A meeting with the Decision Manager to explain the final report and any annexes.
- Ideally, we would like all investigation meetings to take place in person but understand this may not be possible in all cases. If required, some meetings can take place remotely via Teams, agreed in advance with HR Business Partner.

The investigator will need to have considerable experience in conducting employee relations investigations, be able to write excellent quality investigation reports and have a good understanding of Employment Law and its application.

The investigator will also need to develop productive working relationships with all levels of management, including the most senior leaders in the organisation.

Objectives

The CMA would like to engage an Employee Relations investigations support as and when required during the year.

The objective is to conduct a thorough investigation and produce a high quality, final written investigation outcome report for each investigation, within agreed time-scales., which will include:

- Contents page
- Methodology - details of how the investigation was carried out
- Approach - who was interviewed and the date, or who provided witness statements, with sign off from the individuals
- Evidence – gathering and reviewing any appropriate evidence
- Findings - detailed findings against each of the allegations made
- Recommendation – whether there is a case to answer
- Annexes – to include relevant documents associated with the investigation
- Any other relevant sections or information required to investigate the matter that the CMA may wish to consider following the investigation.

Security

Short form security requirements apply

[and]

[Security Policy]

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:

£28,000

Call-off charges

Option A: Maximum PA £28,000 at £750 Per Day

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

BACS/CHAPS

Buyer's invoice address

CMA
Cabot Square
Isle of Dogs
London

FINANCIAL TRANSPARENCY OBJECTIVES

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

Buyer's authorised representative

[REDACTED]

Buyer's security policy

Online at: www.CMA.gov.uk

Supplier's authorised representative

Tilly Harries

[Redacted]

Supplier's contract manager

[Redacted]

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: 9 March 2023

For and on behalf of the Buyer:

Signature:

[Redacted]

Name:

[Redacted]

Role:

[Redacted]

Date: 15/05/23