**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Call Off Order Form for Management Consultancy Services**

**Provision of SME Digital Adoption**

**To**

**Her Majesty’s Treasury**

**From**

**PricewaterhouseCoopers LLP.**

**Contract Reference CCCC21A06**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

12/08/2013

**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM**

PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreementfor the provision of Management Consultancy Services dated **04 September 2018**.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Template Call Off Order Form and the Call Off Terms.

|  |  |
| --- | --- |
| Order Number | To be confirmed following contract award |
| From | Her Majesty’s Treasury  **("CUSTOMER")** |
| To | PricewaterhouseCoopers LLP.  **("SUPPLIER")** |
| Date | Thursday 04th February 2021  **("DATE")** |

SECTION B

1. call off contract period

|  |  |
| --- | --- |
|  | **Commencement Date**: Friday 05th February 2021 |
|  | **Expiry Date**:  Monday 01st March 2021  This contract will be for a Three-Week Period. There shall be no further expressed extension options beyond this period. |

1. Services

|  |  |
| --- | --- |
| 2.1. | **Services required**:  In Annex A - Statement of Requirements  The Customer agrees that the scope of Services set out in this Order Form adequately reflects its requirements and addresses the mandatory requirements of Schedule 2 of the Framework Agreement. The Supplier shall not be required to provide any services that are not expressly set out in this Order Form.  **Customer responsibilities:**  The Customer shall provide the Supplier with such information and assistance as the Supplier may reasonably require from time to time which will include access to the Customer's premises and staff. Any information provided by the Customer shall be accurate, complete and not misleading and will not infringe the intellectual property rights of any third party. The Supplier shall not be liable for any delay or other consequences resulting from the Customer's failure to provide such information and assistance or to comply with its other obligations under this Call Off Contract.  **COVID-19**  The ongoing uncertainty related to Coronavirus (COVID-19) may impact your and our ability to perform obligations under the agreement, including as a result of travel restrictions. For example we may need to provide services from an alternative location, substitute personnel where practicable or work with you to establish remote access to your systems, as far as this is possible. If you are affected by COVID-19 and it has an impact on the agreement please let us know so that we can seek solutions together.  Please also see our [website](https://www.pwc.com/gx/en/issues/crisis-solutions/covid-19.html) here for information in relation to responding to the business impacts of COVID-19. |

1. PROJECT Plan

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **3.1.** | **Project Plan**:  The following Contract milestones/deliverables shall apply. Given the urgent nature of this engagement, the project will be updated during mobilisation and the structure and content of each deliverable will be agreed with the Customer.   |  |  |  | | --- | --- | --- | | Milestone/Deliverable | Description | Timeframe or Delivery Date | | 1 | Initial report and meeting on options **REDACTED** of the Annex A - Statement of Requirements document | 11 Feb 2021 | | 2 | Initial report and meeting **REDACTED** of the Annex A - Statement of Requirements document | 11 Feb 2021 | | 3 | Interim report and meeting on options **REDACTED** of the Annex A - Statement of Requirements document | 18 Feb 2021 | | 4 | Interim report and meeting **REDACTED** of the Annex A - Statement of Requirements document | 18 Feb 2021 | | 3 | Final report and meeting on options **REDACTED** of the Annex A - Statement of Requirements document | 1 March 2021 | | 4 | Final report and meeting on **REDACTED** of the Annex A - Statement of Requirements document | 1 March 2021 | |

1. contract performance

|  |  |
| --- | --- |
| **4.1.** | **Standards**:  In Clause 11 of the Terms and Conditions |
| **4.2** | **Service Levels:**  The Customer will measure the quality of the Supplier’s delivery through the following targets. These targets reflect the Customer’s ambition over the next 3 weeks. The Customer will seek to escalate issues via PwC’s management chain if delivery drastically falls below these targets i.e. 30%.   |  |  |  |  | | --- | --- | --- | --- | | KPI/SLA | Service Area | KPI/SLA description | Target | | 1 | Responding to emails of instructions/requests for advice | Supplier to respond to emails to timeframes reasonably stated by the Authority | 100% | | 2 | Provision of expert specialist advice | Supplier to provide thorough, well considered and agnostic advice that does not privilege them for future procurements | 100% | | 3 | Communicate advice via virtual workshops/meetings | Supplier to host and lead all the Authority’s workshops/meetings to discuss outputs ahead of agreed deadlines.  The time and date of these meetings will be mutuall agreed post award of this contract. | 100% | |
| **4.3** | **Critical Service Level Failure**:  Not applied |
| **4.4** | **Performance Monitoring:**  The Supplier’s performance will be monitored in accordance with “Framework Schedule 4, Call Off Terms for Mangement Consultancy Services Section C” by the Customer.  Given the urgent nature of this engagement, the project plan (Section C, 6.1) will be submitted by the Supplier to the Customer for approval once the contract has commenced and will be updated in accordance with Customer’s priorities as agreed by the two parties.  The Customer will use the project plan to manage and monitor the Supplier’s performance in accordance with Section C of the Framework Call Off Terms for Management Consultancy Services. |
| **4.5** | **Period for providing Rectification Plan:**  In Clause 39.2.1(a) of the Call Off Terms |

1. personnel

|  |  |
| --- | --- |
| **5.1** | **Key Personnel**:  Customer  **REDACTED**  Supplier  **REDACTED** |
| **5.2** | **Relevant Convictions** (Clause 28.2 of the Call Off Terms):  In Clause 28.2 of the Call Off Terms |

1. PAYMENT

|  |  |
| --- | --- |
| **6.1** | **Call Off Contract Charges** (including any applicable discount(s), but excluding VAT):  This contract shall be £137,750.00 (inclusive of all expenses but exclusive of VAT). The contract value shall be based on the “Total Capped Price” of the Pricing Schedule as stated below (inclusive of a full break-down of these costs):  **Pricing Schedule**  **REDACTED**    All “Daily Rates”, as assigned to each defined role, must be charged on the basis of work done for a working day. A working day is classified as any day from Monday to Friday between the hours of 09:00 and 17:00 Hours GMT/BST (excluding weekends and all UK Bank Holidays).  It is not permitted for the Supplier to charge the Customer any costs that exceed the stated Daily Rates Offered. All Daily Rates Offered must be held firm for the full duration of this contract.  A full breakdown of the Supplier’s rates is specified below within its Rate Card:  **Rate Card**  **REDACTED** |
| **6.2** | **Payment terms/profile** (including method of payment e.g. Government Procurement Card (GPC) or BACS):  Payment to be made following satisfactory delivery of pre-agreed certified products and deliverables.  Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.  Invoice needs to be generated including the following information:   1. Contract Reference: CCCC21A06 2. Date period invoice covers 3. HM Treasury PO Reference: To be provided by Customer at later date   The Customer requires the Supplier to provide a breakdown of who worked on the engagement for the period the invoice covers. This can be included on the invoice, in the approvals email or as a separate document which the Customer has sight of.  If an incorrect invoice is sent to **REDACTED**, then we will require a credit note to be issued along with the corrected invoice. |
| **6.3** | **Reimbursable Expenses**:  Not Permitted |
| **6.4** | **Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  All invoices must be sent in PDF format and sent to the following email addresses:  **REDACTED** |
| **6.5** | **Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  The full term of the Contract. |
| **6.6** | **Supplier periodic assessment of Call Off Contract Charges** (paragraph 9.2 ofCall Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing))will be carried out on:  Not Applied |
| **6.7** | **Supplier request for increase in the Call Off Contract Charges** (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  Not Permitted |

1. LIABILITY and insurance

|  |  |
| --- | --- |
| **7.1** | **Estimated Year 1 Call Off Contract Charges**:  The sum of £137,750.00 (inclusive of all expenses but exclusive of VAT) |
| **7.2** | **Supplier’s limitation of Liability** (Clause 37.2.1 of the Call Off Terms);  In Clause 37.2.1 of the Call Off Terms |
| **7.3** | **Insurance** (Clause 38.3 of the Call Off Terms):  In Clause 38.3 of the Call Off Terms |

1. TERMINATION and exit

|  |  |
| --- | --- |
| **8.1** | **Termination on material Default** (Clause 42.2 of the Call Off Terms)):  In Clause 42.2.1(c) of the Call Off Terms |
| **8.2** | **Termination without cause notice period** (Clause 42.7 of the Call Off Terms):  In Clause 42.7 of the Call Off Terms |
| **8.3** | **Undisputed Sums Limit**:  In Clause 43.1.1 of the Call Off Terms |
| **8.4** | **Exit Management:**  Not applied |

1. supplier information

|  |  |
| --- | --- |
| **9.1** | **Supplier's inspection of Sites, Customer Property and Customer Assets:**  Not applied |
| **9.2** | **Commercially Sensitive Information**:  **REDACTED** |

1. OTHER CALL OFF REQUIREMENTS

|  |  |
| --- | --- |
| **10.1** | **Recitals** (in preamble to the Call Off Terms):  Recital A |
| **10.2** | **Call Off Guarantee (Clause 4 of the Call Off Terms):**  Not required |
| **10.3** | **Security**:  Short form security requirements shall apply |
| **10.4** | **ICT Policy:**  The Supplier will be working on their own IT systems. As a professional services firm, PwC has in place established policies and procedures that are subject regular independent audit. As per 10.3, short form security requirements shall apply in how we handle customer data. |
| **10.6** | **Business Continuity & Disaster Recovery**:  Not applied  **Disaster Period**:  For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be N/A |
| **10.7** | **NOT USED** |
| **10.8** | **Protection of Customer Data** (Clause 35.2.3 of the Call Off Terms):  In Clause 35.2.3 of the Call Off Terms |
| **10.9** | **Notices** (Clause 56.6 of the Call Off Terms):  Customer’s postal address and email address: HM Treasury, 1 Horse Guards Road  London, SW1A 2HQ.  Email: **REDACTED**  Supplier’s postal address and email address: PwC LLP., **REDACTED**  Email: **REDACTED** |
| **10.10** | **Transparency Reports**  Not required |
| **10.11** | **Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:**  Not applied |
| **10.12** | **Call Off Tender**:  In Annex B – Supplier’s Proposal  **REDACTED** |
| **10.13** | **Publicity and Branding (Clause 36.3.2 of the Call Off Terms)**  In Clause 36.3.2 of the Call Off Terms |
| **10.14** | **Staff Transfer**  Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender). |
| **10.15** | **Processing Data**  Call Off Schedule 17  The contact details of the Customers Data Protection Officer are:  To be completed upon contract award  The contact details of the Suppliers Data Protection Officer are:  To be completed upon contract award   |  |  | | --- | --- | | **Contract Reference:** | **CCCC21A06** | | **Date:** | **Friday 05th February 2021** | | **Description Of Authorised Processing** | **Details** | | Identity of the Controller and Processor | The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Call Off Contract.   1. The contact details of the Customer Data Protection Officer are:   **REDACTED**  2. The contact details of the Suppliers Data Protection Officer are:  **REDACTED**  In common with most professional service providers, the Supplier (“PwC”) uses third party processors to provide certain elements of its IT systems and the support for them. PwC and its third party service processors have host servers and data centres throughout the world. PwC puts in place contractual arrangements with such processors which comply with data protection law and PwC’s strict standards of security and confidentiality. PwC would only transfer personal data outside the European Economic Area (“EEA”) to a third party processor in accordance with data protection law and where it has a lawful basis to do so.  The Customer should not provide PwC with personal data unless the Call Off Contract requires the use of it or PwC requests it from you. In respect of any personal data that the Customer does share with PwC, the Customer should ensure that it has necessary authority from relevant data subjects for PwC to use and transfer it in accordance with the Call Off Contract, and that they have been given necessary information regarding its use | | Use of Personal Data | Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities, | | Duration of the processing | For the duration of the Framework Contract plus 7 years. | | Type of Personal Data | Full name  Workplace address  Workplace Phone Number  Workplace email address  Names  Job Title | | Categories of Data Subject | Current personnel  Contractors/Consultants  Customers  Public officers  Suppliers  Website end users | |  |  | |
| **10.16** | **MOD DEFCONs and DEFFORM**  Call Off Schedule 15  Not Applied |

**FORMATION OF CALL OFF CONTRACT**

**BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms 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.**

**In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.**

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:** | |
| Name and Title |  |
| Signature |  |
| Date |  |
| **For and on behalf of the Customer:** | |
| Name and Title |  |
| Signature |  |
| Date |  |