



Crown
Commercial
Service

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

**THE PROVISION OF INDEPENDENT BUSINESS REVIEWS
AND RELATED DILIGENCE SERVICES IN RELATION TO
SUPPORT DUE TO COVID19**

TO

HER MAJESTY'S TREASURY

FROM

PRICEWATERHOUSE COOPERS LLP

CONTRACT REFERENCE: CCCC20B72

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 Agreement for the provision of **RM6008** 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 Post Contract Award
From	Her Majesty's Treasury ("CUSTOMER")
To	Pricewaterhouse Coopers LLP ("SUPPLIER")
Date	17 December 2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 31 December 2020
1.2.	Expiry Date: End date of Initial Period: 30 June 2021 End date of Extension Period: 30 September 2021 Minimum written notice to Supplier in respect of extension: 1 week

2. SERVICES

2.1	Services required: REDACTED
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3. PROJECT PLAN

3.1.	Project Plan: REDACTED
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4. CONTRACT PERFORMANCE

4.1. Standards:	In Clause 11 of the call-off terms			
4.2 Service Levels/Service Credits:	Not applied			
4.3 Critical Service Level Failure:	Not applied			
4.4 Performance Monitoring:	HMT will measure the quality of the Supplier's delivery by:			
	KPI/SLA	Service Area	KPI/SLA description	Target
	1	Delivery	The Supplier at the front of the rota must be ready to begin diligence services immediately when a REDACTED is awarded.	Immediately, unless otherwise agreed with HMT.
	2	Delivery	Suppliers must propose a target fee cap within an agreed timeframe for a given intervention.	Within a timeframe agreed by HMT. REDACTED
	3	Delivery	Suppliers must deliver within the agreed fee cap as set out in KPI 2.	100% of the time unless explicitly agreed with HMT. Suppliers must notify HMT if they are likely to exceed the agreed cap and seek approval before continuing work.
	4	Delivery	Quality of report – The report must be fit for purpose and deliver on the	100% of the time the report

				scope of requirements. Achieving customer satisfaction.	will deliver on all requirements as set out in the scope.
		5	Delivery	Suppliers must date all advice accordingly. For example with the date the report is issued and the version (e.g. draft 1.0, final)	100% of the time.
	<p>In the first instance under performance should be reported through the complaint's procedure, if a resolution is not made the customer and supplier should seek a resolution in accordance the Escalation and Dispute Resolution procedure.</p> <p>HMT shall have the right to terminate the Call Off Contract at any time by issuing a Termination Notice to the Supplier giving at least thirty (30) Working Days written notice.</p>				
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms				

5. PERSONNEL

5.1	Key Personnel: REDACTED
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): In Clause 28.2 of the Call Off Terms

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) The following charges shall apply; REDACTED
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) Payment can only 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.

	<p>Invoices should be submitted in PDF and addressed to contacts detailed in the contract award.</p> <p>Invoices should contain the following information:</p> <p style="text-align: center;">Contract Reference: [specific contract ref for each adviser]</p> <p style="text-align: center;">Date period invoice covers</p> <p style="text-align: center;">HMT PO Reference: [specific blanket PO No, for each adviser]</p> <p style="text-align: center;">Engagement Reference (found on the PEF): XX-XXX</p> <p>Each engagement needs to have a separate invoice.</p> <p>The Supplier will submit 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 that the department has sight of.</p> <p>If an incorrect invoice is sent to REDACTED, then a credit note is required to be issued along with the corrected invoice.</p>
6.3	<p>Reimbursable Expenses:</p> <p>Not permitted</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>REDACTED</p>
6.5	<p>Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>For the full term of the Contract including any extensions</p>
6.6	<p>Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:</p> <p>Not applied</p>
6.7	<p>Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Not permitted</p>

7. LIABILITY AND INSURANCE

7.1	<p>Estimated Year 1 Call Off Contract Charges:</p> <p>£1,583,333.33 (ex VAT)</p>
7.2	<p>Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms);</p> <p>In Clause 37.2.1 of the Call Off Terms</p>
7.3	<p>Insurance (Clause 38.3 of the Call Off Terms):</p> <p>Clause 38.3 of the Call Off Terms</p>

8. 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 42.7.1 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

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applied
9.2	Commercially Sensitive Information: This is in line with the information set out in the Non-Disclosure Agreement signed by the Supplier prior to being sent the Invitation to Tender

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 17 November 2020 Recital D - date of receipt of Call Off Tender: 1 December 2020
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements
10.4	ICT Policy: Not applied
10.6	Business Continuity & Disaster Recovery: Not applied
10.7	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): In Clause 35.2.3 of the call-off terms
10.8	Notices (Clause 56.6 of the Call Off Terms): REDACTED
10.9	Transparency Reports

	In Call Off Schedule 13 (Transparency Reports)
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: REDACTED
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) Clause 36.3.2 of the Call Off Terms
10.14	Staff Transfer Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
10.15	Processing Data Call Off Schedule 17

Contract Reference:	CCCC20B72
Date:	17 November 2020
Description Of Authorised Processing	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation the Customer is the Data Controller and the Supplier is the Data Processor.
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.
Nature and purposes of the processing	
Type of Personal Data	Full name Workplace address Workplace Phone Number Workplace email address Names

	<p>Job Title</p> <p>Compensation</p> <p>Tenure InformationQualifications or Certificate</p> <p>Nationality</p> <p>Education & training history</p> <p>Previous work history</p> <p>Personal Interests</p> <p>References and referee details</p> <p>Driving license details</p> <p>National insurance number</p> <p>Bank statements</p> <p>Utility bills</p> <p>Job title or role</p> <p>Job application details</p> <p>Start date</p> <p>End date & reason for termination</p> <p>Contract type</p> <p>Compensation data</p> <p>Photographic Facial Image</p> <p>Biometric data</p> <p>Birth certificates</p> <p>IP Address</p>	
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	<p>Details of physical and psychological health condition</p> <p>Next of kin & emergency contact details</p> <p>Record of absence, time tracking & annual</p>	
Categories of Data Subject		

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	REDACTED
Signature	REDACTED
Date	REDACTED

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	REDACTED