Crown Commercial Service

Call-Off Order Form for RM6187 Management Consultancy Framework Three (MCF3)

701707452 – Navy Command Scaling Delegation Programme

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

Draft Order Form

Call-off reference:

701707452

The buyer:

Ministry of Defence

Buyer address:

NCHQ. Leach Building. Whale Island. Portsmouth. PO2 8BY

The supplier: Supplier address: Registration number: DUNS number: Sid4gov id: PricewaterhouseCoopers LLP



Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 13 December 2021.

It is issued under the Framework Contract with the reference number RM6187 for the provision of management consultancy services.

Call-off lot: 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 including 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)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 17 (MOD Terms)
- Call-Off Schedule 20 (Call-Off Specification)
- 4. CCS Core Terms (version 3.0.10)
- 5. Joint Schedule 5 (Corporate Social Responsibility)
- 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: None

Call-off start date: 15 December 2021

Call-off expiry date: 31 March 2022

Call-off initial period: Not Applicable

Call-off deliverables:

See details in Call-Off Schedule 20 (Call-Off Specification)

Maximum liability

The limitation of liability for this Call-Off Contract is £618,762.50 as stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first contract year are:

£495,010

See details in Schedule 5 (Pricing Details)

Call-off charges

See details in Call-Off Schedule 5 (Pricing Details)

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:

- a. Specific Change in Law
- a. Benchmarking using Call-Off Schedule 16 (Benchmarking)

Reimbursable expenses

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

Payment method

Payment to be via electronic invoicing and payment systems CP&F/Exostar in

arears.

Buyer's invoice address

Navy Command Leach Bldg, HMS EXCELLENT, Whale Island, PO2 8BY

Invoice to be submitted via Exostar

Buyer's authorised representative

Hannah Streatfield Senior Commercial Manager Navy Commercial Leach Building Whale Island Portsmouth PO2 8BY

Buyer's security policy

As per MOD terms

Supplier's authorised representative



Supplier's contract manager



Progress report frequency

See details in Call-Off Schedule 20 (Call-Off Specification)

Progress meeting frequency

See details in Call-Off Schedule 20 (Call-Off Specification)

Key staff

Key subcontractor(s)

Not applicable

Commercially sensitive information

Not applicable

Service credits

Not applicable

Additional insurances

Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)

Guarantee

The Supplier must have a Call-Off Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee)

Buyer's environmental and social value policy

Management of environmental protection in defence (JSP 418) available online. Government Commercial Function Social Value Model. Available at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attach ment_data/file/940826/Social-Value-Model-Edn-1.1-3-Dec-20.pdf Action Note PPN 06/21 available online at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attach ment_data/file/991622/PPN_0621_Taking_account_of_Carbon_Reduction_Plans___2_.pdf

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:

Role: Lead partner

Date: 17/12/2021

For and on behalf of the Buyer:

Signature:

Name: Miss Hannah L E Streatfield

Role: Senior Commercial Manager

Date: 15/12/2021

Call-Off Schedule 5 (Pricing Details)

(Call Off Contract Charges)

Name	Grade	Day Rate	Total Days	Total
	Analyst / Junior Consultant		65	
	Consultant		84	
	Senior Consultant / Engagement Manager / Project Lead		38	
	Senior Consultant / Engagement Manager / Project Lead		65	
	Senior Consultant / Engagement Manager / Project Lead		80	
	Principal Consultant / Associate Director	•	29	
	Subject Matter Expert		0	
	Managing Consultant / Director		0	
	Quality Partner		0	
	Partner		7	

Deliverables in accordance with Statement of Requirements							
ltem Numbe r	Descript	ion	Delivery Date (exact dates to be confirmed on contract award)	Unit of Measurement	Quantity	Firm Price (£) Ex VAT – Per Item (total cost of man hours required to complete milestone)	Firm Price (£) Ex VAT -Total (total cost of man hours required to complete milestone)
1	Milestone Projec desigr	t	December 2021 (no later than week 3)	Per Item	1	£	£
2	Milestone Buildin Delegat Toolki	ig ion	December 2021 (no later than week 2)	Per Item	1	£	£
3	Milestone Suppo Delegat at all un	rt ion	December 2021 to March 2022 (throughout)	Per Item	1	£	£
4	Milestone Delive worksho to all un	er ops	January 2022 (no later than week 6)	Per Item	1	£	£
Quar	Quantities shown are expected numbers and not a guarantee of amounts required or due. Total Price £495,010.0			£495,010.00			
lte	Item Number Consignee Address (XY code only)						
A	JI	HM Naval Base Portsmouth					
lte	em Number	Paym	ent Schedule				
1	1-4 Payment to be made following delivery of service						

Call-Off Schedule 15 (Call-Off Contract Management)

a. DEFINITIONS

a. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Operational Board"	the board established in accordance with paragraph 4.1 of this Schedule;	
"Project Manager"	the manager appointed in accordance with paragraph 2.1 of this Schedule;	

b. PROJECT MANAGEMENT

- a. The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
- **b.** The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- **C.** Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

C. Role of the Supplier Contract Manager

- a. The Supplier's Contract Manager'(s) shall be:
 - i. the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
 - ii. able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Supplier's Contract Manager's responsibilities and obligations;
 - iii. able to cancel any delegation and recommence the position himself; and
 - iv. replaced only after the Buyer has received notification of the proposed change.
- b. The Buyer may provide revised instructions to the Supplier's Contract Manager(s) in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- c. Receipt of communication from the Supplier's Contract Manager(s) by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

d. ROLE OF THE OPERATIONAL BOARD

- a. The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- b. The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.
- C. In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- d. Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- e. The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

e. Contract Risk Management

- a. Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- b. The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - i. the identification and management of risks;
 - ii. the identification and management of issues; and
 - iii. monitoring and controlling project plans.
- c. The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- d. The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer and the Supplier have identified.

e. Annex: Contract Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

Guidance note: Details of additional boards to be inserted.]

Call-Off Schedule 17 (MOD Terms)

a. **Definitions**

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

"MOD Terms and Conditions"	the terms and conditions listed in this Schedule;
"MOD Site"	shall include any of Her Majesty's Ships or Vessels and Service Stations;
"Officer in charge"	shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments;

Access to MOD sites

- The Buyer shall issue passes for those representatives of the Supplier who are approved for admission to the MOD Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Buyer and shall be surrendered on demand or on completion of the supply of the Deliverables.
- The Supplier's representatives when employed within the boundaries of a MOD Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of staff at that MOD Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.
- The Supplier shall be responsible for the living accommodation and • maintenance of its representatives while they are employed at a MOD Site. Sleeping accommodation and messing facilities, if required, may be provided by the Buyer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At MOD Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's staff for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible give his decision before the commencement of this Contract where so asked by the Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Buyer and shall be obtained by the Supplier from the Officer in charge. Such certificate shall be presented to the Buyer with other evidence relating to the costs of this Contract.

- Where the Supplier's representatives are required by this Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in the Buyer Contract Details. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Buyer shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas which is necessary for the purpose of this Contract shall be provided wherever possible by the Ministry of Defence , or by the Officer in charge and, where so provided, shall be free of charge.
- Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.
- Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc. Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.
- No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.
- The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Buyer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made at the Site to which the Supplier's representatives are attached. All such advances made by the Buyer shall be recovered from the Supplier

• DEFCONS and DEFFORMS

- The DEFCONS and DEFFORMS listed in Annex 1 to this Schedule are incorporated into this Contract.
- Where a DEFCON or DEFORM is updated or replaced the reference shall be taken as referring to the updated or replacement DEFCON or DEFFORM from time to time.
 - In the event of a conflict between any DEFCONs and DEFFORMS listed in the Order Form and the other terms in a Call Off Contract, the DEFCONs and DEFFORMS shall prevail.
- Authorisation by the Crown for use of third party intellectual property rights
- Notwithstanding any other provisions of the Call Off Contract and for the avoidance of doubt, award of the Call Off Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any such authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

ANNEX 1 - DEFCONS & DEFFORMS

The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via <u>https://www.gov.uk/acquisition-operating-framework</u>. The following MOD DEFCONs and DEFFORMs form part of this contract:

DEFCONs

DEFCON No	Version	Description

DEFFORMs (Ministry of Defence Forms)

DEFFORM No	Version	Description

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off-Contract.

Statement of Requirements

Purpose

1. The RN needs to bridge the gap between our targeted level of efficiencies and what we are planning to achieve. The RN has a further goal to go beyond our target and make ourselves as efficient as possible, enabling us to reinvest any savings we identify, embedding a culture of cost consciousness within the organisation that seeks to maximise the value of every penny spent and drive value for money for the taxpayer in everything we do

2. A recent 6-week sprint by NCHQ (concluding on 14th May) identified a key initiative that the RN should take forward, at pace, to accelerate its journey to a more cost conscious organisation and to begin realising efficiencies – a financial delegation pilot. This pilot project would enable a Head of Establishment (and their Senior Leadership Team) to be given more freedom (financially and commercially) to increase efficiency and productivity within their establishment.

3. The pilot will begin in September 2021 and RN senior leadership want to be in a position to roll out similar financial freedoms to other establishments across the Naval Estate:

- a. All three Naval Bases (HMNB Portsmouth, HMNB Devonport and HMNB Clyde)
- b. RNAS Yeovilton
- c. Training Establishments (CTC Royal Marines, HMS Raleigh, HMS Dartmouth, HMS Sultan and HMS Collingwood)

4. Whilst the RN has some capability in this area, independent expertise is necessary to provide capacity and bring a much-needed independent view of the best way to scale delegation; recommendations validated by external support with a track record for driving efficiencies and improving productivity is essential to ensure a successful, sustainable and realistic programme.

Background – Contracting Authority

5. This work is led by Navy Command Headquarters, within the Ministry of Defence. The purpose of Navy Command Headquarters is to set and assure Royal Navy strategy, policies and processes and to act as its primary accounting function.

Requirement

Scope of requirement

6. The requirement is to support NCHQ through provision of project and programme management, strategic advice, commercial and cross-sector best-practice, and change management input.

The Requirement

7. The partner is required to establish a plan and identify the necessary resources for the scaling of delegation across the RN following the Culdrose Pilot and specifically support the implementation of delegation at a number of key units.

8. The plan, which is in initial draft stage, will need to be expanded and developed in conjunction with ICG^N, enabling agreement by Finance, FGen and P&T. This will need to establish:

- a. Timelines
- b. Risks and mitigations
- c. Dependencies
- d. Required resources
- e. Communications and stakeholder engagement planning.

9. The partner will be required to use the experience and methodologies utilised at Culdrose to finalise or develop a series of resources to support establishment of delegation at other sites, this will include, but not be limited to:

- a. Unit delegation roadmap
- b. Finance/Infra/Personnel/Commercial frameworks
- c. Culdrose pilot report
- d. Project capping report and recommendations for long-term maintenance and iteration of the delegated model.
- 10. The Partner will work to prepare for delegation at 9 key establishments ahead of delegation rollout in FY22/23. This will de-risk delegation at these sites and also refine products and processes for other sites receiving delegation in the future.
- 11. They will also deliver workshops for all units going through the delegation process to ensure they are able to make use of the delegation resources, are able to effectively manage their own transition to a delegated model and understand the key processes involved in the transition.
- 12. The partner will attend Multi-Disciplinary Team meetings and where possible, any other working groups, as required, providing mentorship and direction to the SLTs at each establishment as well as surfacing local issues and working with local team and delegation project team to seek resolution and support from NCHQ.
- 13. The outputs for the scaling delegation project are:
 - a. A comprehensive project plan that will enable effective delegation of finances, infrastructure, commercial and workforce across all RN sites by start of FY22/23.
 - b. Supporting resources for all units receiving additional delegations.
 - c. Workshops to support units in their preparations for transitioning to a delegated model.
 - d. Reviews of the specific circumstances of each establishment to understand how their operating model can work within the delegation's framework.

- e. A review of the effectiveness of the Culdrose pilot to enable lessons to be implemented in the wider roll out.
- f. A final report on the delegation rollout identifying successes, failures, risks to the future model and necessary further work.

Key milestones

Milestone	Description	Timeframe
1	 Project design. Objective: Review and finalise project plan. Outcomes: a. Effective governance and processes for project. b. Agreed route to effective delegation by end of Financial Year. c. Key sites, risk, dependencies and resourcing requirements established. d. Culdrose pilot learning embedded in plan. 	No later than week 3
2	 Building Delegation Toolkit. Objective: Working alongside ICG, taking ownership of the drafted delegation toolkit and finalise ready for distribution to establishments. This toolkit should establish the necessary processes, systems and tools to enable rapid and successful adoption of delegation in all identified units. Outcomes: a. All actions, resources and processes to facilitate delegation identified and understood. b. Delegation process can be effectively communicated to units. c. Design an effective framework/guide for units to reference when undergoing delegation transformation. 	No later than week 2
3	 Support Delegation at all units. Objective: Provide support for the establishment of the delegated powers at all units through their SLT's and attendance at unit implementation meetings. Outcomes: a. Guide delegated units through the process and ensure delegation is sufficiently achieved. b. Clear understanding and buy in from units to delegation model. c. Expertise within NC is engaged as required to support delegation at other sites. 	Throughout
4	 Deliver workshops to all units. Objective: Deliver workshops to all units subject to delegation to support effective transition. Outcomes: a. Understanding and support for delegation in units. b. Understanding of the internal resource and actions required to realise delegation. c. Units prepared for delegation. 	No later than week 6

Authorities responsibilities

14. The lead customer will be DNS. Day to day PM and contract management will be provided by DD ICG(N). A working group consisting of DD ICG(N), DD Fin, DD Commercial, DD PFO will ensure overall coherence.

15. The Authority will support this activity through managing interfaces with broader change activities (for example wider transformation programmes in Navy Command, Defence Support, DE&S and other Naval Bases), and enabling Subject Matter Expertise input from across the business.

16. Office accommodation and access to the information and systems will be provided as required.

17. The Authority is responsible for providing to the Supplier the relevant data and policy direction to provide guidance and advice on delivering against key milestones.

Reporting

18. There will be weekly progress reviews to assess progress and sign off against milestones, and ad hoc reporting as required.

Continuous Improvement

19. The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

20. The Supplier should present new ways of working where necessary to the Authority following the periodic charter reviews after a clear assessment of deliverables has been conducted.

21. Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

Quality

22. The Supplier will be subject to a periodic Contract management review whereby it will be expected the Supplier to maintain a quality of deliverable to the Authority's satisfaction.

Price

23. Prices are to be submitted excluding VAT.

Staff and Customer Service

24. The Authority requires the Potential Provider to provide a sufficient level of resource throughout the duration of the Contract to consistently deliver a quality service to all Parties.

25. Potential Provider's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract.

26. The Potential Provider shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

Security Requirements

27. The supplier will comply with relevant Defence policies, guidance and procedures.

28. All personnel assigned to this Contract must have SC clearance as a minimum at the point of Award. This must be retained throughout the Contract term.

29. Any data to be processed on behalf of the MOD must be done so within the UK with prior approval from the Authority.

Intellectual Property Rights

30. The Supplier will have access to third party data and must comply with all IPR rights agreed between the MOD and a third party.

Payment

31. Payment will be triggered by Authority acceptance of successfully completed milestones. The Supplier should define the proposed payment schedule in their bid.

32. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

Location

33. The location of the delivery of services will include Navy Command Headquarters, Portsmouth, it will also include individual workshops at various locations and regular engagement at identified key sites.

The Statement Relating To Good Standing

Contract Title: 701707452

Contract Number: Navy Command Scaling Delegation Programme

1. We confirm, to the best of our knowledge and belief, that PricewaterhouseCoopers LLP ("PwC") including its directors or any other person who has powers of representation, decision or control or is a member of the administrative, management or supervisory body of PwC has not been convicted of any of the following offences within the past 5 years:

a. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;

b. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;

c. common law offence of bribery;

d. bribery within the meaning of section 1,2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;

e. any of the following offences, where the offence relates to fraud affecting the European Communities financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:

(1) the common law offence of cheating the Revenue;

(2) the common law offence of conspiracy to defraud;

(3) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;

(4) fraudulent trading within the meaning of section 458 of the Companies Act 1985, Article 451 of the Companies (Northern Ireland) Order 1986 or section 933 of the Companies Act 2006;

(5) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;

(6) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;

(7) destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;

(8) fraud within the meaning of section 2,3 or 4 of the Fraud Act 2006; or

(9) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

f. any offence listed:

(1) in section 41 of the Counter Terrorism Act 2008; or

(2) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;

g. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by (f) above;

h. money laundering within the meaning of section 340(11) and 415 of the Proceeds of Crime Act 2002;

i. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;

j. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc) Act 2004;

k. an offence under section 59A of the Sexual Offences Act 2003;

I. an offence under section 71 of the Coroners and Justice Act 2009;

m. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or

n. an offence under section 2 or 4 of the Modern Slavery Act 2015;

o. any other offence within the meaning of Article 57(1) of Public Contracts Directive -

(1) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland: or

(2) created in the law of England and Wales or Northern Ireland after the day on which these Regulations were made;

p. any breach of its obligations relating to the payment of taxes or social security contributions where the breach has been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the country in which it is established or with those of any jurisdictions of the United Kingdom.

2. PwC further confirms to the best of our knowledge and belief that within the last 3 years it:

a. has fulfilled its obligations relating to the payment of taxes and social security contributions of the country in which it is established or with those of any jurisdictions of the United Kingdom;

b. is not bankrupt or is not the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an agreement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;

c. has not committed an act of grave professional misconduct, which renders its integrity questionable;

d. has not entered into agreements with other suppliers aimed at distorting competition;

e. Is not subject to a conflict of interest within the meaning of regulation 24;

f. has not been involved in the preparation of this procurement procedure which would result in distortion of competition which could not be remedied by other, less intrusive, measures other than exclusion from this procedure;

g. has not had a contract terminated, damages or other comparable sanctions taken as a result of significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract, or a prior concession contract as defined by the Concession Contracts Regulations 2016;

h. is not guilty of serious misrepresentation in providing any information required by this statement.

i. has not unduly influenced the decision-making process of the Authority or obtained confidential information that may confer upon it undue advantages in the procurement procedure;

j. in relation to procedures for the award of a public services contract, is licensed in the relevant State in which he is established or is a member of an organisation in that relevant State where the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member;

k. has fulfilled its obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in the Public Contracts Directive as amended from time to time (as listed in PPN 8/16 Annex C).

I confirm that to the best of my knowledge my declaration is correct. I understand that the contracting authority will use the information in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf of my organisation. I understand that the Authority may reject my submission if there is a failure to provide a declaration or if I provide false or misleading information.

Organisation's name	PricewaterhouseCoopers LLP ("PwC")	
Signed (By Director of the Organisation or equivalent)		
Name		
Position	Lead Contract Partner	
Date	19th November 2021	

Joint Schedule 4 (Commercially Sensitive Information)

a. What is the Commercially Sensitive Information?

- a. In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- b. Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- c. Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	ltem(s)	Duration of Confidentiality