# 

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

## Order Form

CALL-OFF REFERENCE: 713053450

CALL-OFF TITLE: Efficiency Delivery Partner (EDP)

THE BUYER: The Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland

BUYER ADDRESS Army Headquarters, Army Commercial, 2nd Floor, Ramillies Building, Marlborough Lines, Andover, SP11 8HJ

THE SUPPLIER: PricewaterhouseCoopers LLP

SUPPLIER ADDRESS:REDCATED TEXT under FOIA section 40 – Personal Information

REGISTRATION NUMBER:REDCATED TEXT under FOIA section 40 – Personal Information

DUNS NUMBER: REDCATED TEXT under FOIA section 40 – Personal Information

SID4GOV ID: REDCATED TEXT under FOIA section 40 – Personal Information

### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 14/07/2025

It is issued under the Framework Contract with the reference number RM6187 for the provision of Efficiency Delivery Partner (EDP).

### CALL-OFF LOT(S):

Lot 3: Complex & 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) - Mandatory
  + Joint Schedule 2 (Variation Form) - Mandatory
  + Joint Schedule 3 (Insurance Requirements) - Mandatory
  + Joint Schedule 4 (Commercially Sensitive Information) - Mandatory
  + Joint Schedule 6 (Key Subcontractors)
  + Joint Schedule 9 (Minimum Standards of Reliability)
  + Joint Schedule 10 (Rectification Plan) - Mandatory
  + Joint Schedule 11 (Processing Data) - Mandatory

### Call-Off Schedules

* + Call-Off Schedule 1 (Transparency Reports)
  + Call-Off Schedule 3 (Continuous Improvement)
  + Call-Off Schedule 5 (Pricing Details)
  + Call-Off Schedule 7 (Key Supplier Staff)
  + Call-Off Schedule 9 (Security)
  + Call-Off Schedule 14 (Service Levels) - only as far as it detailed in Call-Off Schedule 20 – Specification.
  + Call-Off Schedule 15 (Call-Off Contract Management)
  + Call-Off Schedule 17 (MOD Terms)
  + Call-Off Schedule 20 (Call-Off Specification)

1. CCS Core Terms
2. Joint Schedule 5 (Corporate Social Responsibility) - Mandatory
3. 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**

1. specified in this Contract; or
2. 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.

**Special Term 2 - Russian and Belarusian Exclusion Condition for Inclusion in Contracts**

1. The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:

a. the Contract Deliverables and/or Services contain any Russian/Belarussian products and/or services; or

b. that the Contractor or any part of the Contractor’s supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:

(1) registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or

(2) which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.

2. The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance to the Authority to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Contract Deliverables and/or Services.

3. The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and/or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 business days of receipt of the Authority’s written concerns, for the Authority’s consideration.

4. The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.

**Special Term 3 - Transfer Regulations, Employee Transfer Arrangements on Exit**

See Details in attached Special Term 3 Transfer Regulations, Employee Transfer Arrangements on Exit

**Call-off start date:**  01 September 2025

**Call-off expiry date:**  31 August 2028

**Call-off initial period:**  3 years, 0 months

**Call-Off Optional Extension**

**Period:** 1 Year, 0 Months

**Minimum Notice Period**

**for Extensions:** 1 Month

**Call-Off Contract Value:** Initial period (3 years):

£25,000,000.00 ex VAT (£30,000,000.00 inc VAT)

Optional extension period (1 years):

£8,333,333.33 ex VAT (£10,000,000.00 inc VAT)

Total (initial + option):

£33,333,333,33 ex VAT (£40,000,000.00 inc VAT)

### Call-off deliverables:

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

### Security

Part A (Short Form Security Requirements) apply.

### 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: £8,333,333.33 excluding VAT / £10,000,000.00 including VAT.

### 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:

* 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

Payment shall be monthly in arrears and will be via Contract Purchasing and Finance (CP&F), subject to the following provisos:

Before payment can be considered, the Supplier must provide an invoice including a full detailed elemental breakdown of work completed against the TOF, the associated costs, and evidence of achieving a minimum of ML4 in the respective efficiency initiative. Any T&S incurred by the Delivery Partner should be itemised in line with MOD T&S policy (a copy of which will be issued to the appointed Supplier).

### Buyer’s invoice address

REDCATED TEXT under FOIA section 40 – Personal Information

### FINANCIAL TRANSPARENCY OBJECTIVES

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

**Buyer’s authorised representative**

REDCATED TEXT under FOIA section 40 – Personal Information

### Buyer’s security policy

1. REDCATED TEXT under FOIA section 40 – Personal Information
2. REDCATED TEXT under FOIA section 40 – Personal Information

### Supplier’s authorised representative

1. REDCATED TEXT under FOIA section 40 – Personal Information

### Supplier’s contract manager

1. REDCATED TEXT under FOIA section 40 – Personal Information

### Progress report frequency

As indicated in Call-Off Schedule 20 – Specification.

### Progress meeting frequency

As indicated in Call-Off Schedule 20 – Specification.

**Key staff**

Not applicable

### Key subcontractor(s)

Not applicable

### Commercially sensitive information

See Joint Schedule 4

### Service credits

See Call-Off Schedule 14 Service Levels.

### Additional insurances

Not applicable.

### Guarantee

Not applicable.

### Buyer’s environmental and social value policy

The Service Provider shall in all its operations to perform the Contract, adopt a sound proactive environmental approach that identifies, considers, and where possible, mitigates the environmental impacts of its supply chain. The Contractor shall provide evidence of so doing to the Authority on demand.

### 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). The Supplier’s tender response to questions “Technical - Social Value” 5.1, 5.2 and 5.3, refer.

### 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:

REDCATED TEXT under FOIA section 40 – Personal Information

Role: Partner

Date: 11th August 2025

**For and on behalf of the Buyer**:

Signature: REDCATED TEXT under FOIA section 40 – Personal Information

Name: REDCATED TEXT under FOIA section 40 – Personal Information

Role:

Date: