

**Crown Commercial Service**

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

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**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM**

## PART 1 – NAVY COMMAND SECONDMENT PROGRAMME 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 Consultancy Services to the Navy Command Seconded Programme** dated **15<sup>th</sup> July 2020**.

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	<b>700844368</b>
From	<b>("CUSTOMER") Navy Command Commercial, Ministry of Defence, Leach Building, Whale Island, Portsmouth, PO2 8BY</b>
To	<b>("SUPPLIER") PricewaterhouseCoopers LLP</b>

### SECTION B

#### 1. CALL OFF CONTRACT PERIOD

1.1.	<b>Commencement Date:</b>	20 <sup>th</sup> July 2020
1.2.	<b>Expiry Date:</b>	End date of Initial Period: <b>20<sup>th</sup> January 2021</b>  End date of Extension Period: <b>If required – 19<sup>th</sup> April 2021</b>  Minimum written notice to Supplier in respect of extension: <b>30 days</b>

## 2. SERVICES

2.1.	<b>Services required:</b>  In Call Off Schedule 2 (Services)	Provision of Consultancy Services to the Navy Command Seconded Programme
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## 3. PROJECT PLAN

3.1.	<b>Project Plan:</b> In Call Off Schedule 4 (Project Plan).	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.
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#### 4. CONTRACT PERFORMANCE

4.1.	<b>Standards:</b>	Not applicable
4.2	<b>Service Levels/Service Credits:</b> Not applied	Not applicable
4.3	<b>Critical Service Level Failure:</b> Not applied	Not applicable
4.4	<b>Performance Monitoring:</b>	Review points at, or before weeks; 8, 12, 16, 20 and 25
4.5	<b>Period for providing Rectification Plan:</b>	In Clause 39.2.1(a) of the Call Off Terms

#### 5. PERSONNEL

5.1	<b>Key Personnel:</b>	Supplier's teams may include contractors (which may include those operating through their own companies) as well as PwC staff.
5.2	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms):	Not applicable

#### 6. PAYMENT

6.1	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):  In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)	The charges for services will use existing framework rates:  FY 20/21 £117,970 (ex VAT)  Payments to be made in FY 20/21 in equal monthly payments in arrears
6.2	<b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):	Payment within 30 days of invoice via Exostar

	In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)	
<b>6.3</b>	<b>Reimbursable Expenses:</b>	Not permitted
<b>6.4</b>	<b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):	<b>Navy Command Commercial Leach Building Whale Island West Battery Road Portsmouth PO2 8BY</b>
<b>6.5</b>	<b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):	One Call Off Contract Year from the Call Off Commencement Date
<b>6.6</b>	<b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:	Every 6 months of each Call Off Contract Year during the Call off Contract Period.
<b>6.7</b>	<b>Supplier request for increase in the Call Off Contract Charges</b> Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):	Not permitted

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b>	£117,970 ex VAT
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms);	IAW 37.2.1. Estimate of Year 1 charges £117,970 (Ex VAT)
<b>7.3</b>	<b>Insurance</b> (Clause 38.3 of the Call Off Terms):	Not applicable

## 8. TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2 of the Call Off Terms)):	In clause 42.2.1(c) of the Call Off Terms
<b>8.2</b>	<b>Termination without cause notice period</b>	In clause 42.7.1 of the Call Off Terms
<b>8.3</b>	<b>Undisputed Sums Limit:</b>	In clause 43.1.1 of the Call Off Terms
<b>8.4</b>	<b>Exit Management:</b>	Not applicable

## 9. SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b>	Not applicable
<b>9.2</b>	<b>Commercially Sensitive Information:</b>	<p>The following information shall be deemed Commercially Sensitive Information:</p> <ul style="list-style-type: none"> <li>• any information relating to the Supplier's fee rates, its methodology for providing the services in question and any personal data provided by the Supplier including the CVs of the Staff engaged in the provision of the Services;</li> <li>• any information falling within the definition of "Supplier's Confidential Information."</li> </ul> <p>The duration for which such information shall be confidential is indefinite.</p>

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms):	Recital A
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<b>10.2</b>	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b>	Not required
<b>10.3</b>	<b>Security:</b>	Short form security requirements
<b>10.4</b>	<b>ICT Policy:</b>	Not applicable
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b>	Not applicable
<b>10.7</b>	<b>NOT USED</b>	
<b>10.8</b>	<b>Protection of Customer Data (Clause 35.2.3 of the Call Off Terms):</b>	In accordance with Clause 35.2.3 of the Call Off Terms
<b>10.9</b>	<b>Notices (Clause 56.6 of the Call Off Terms):</b>	<b>Customer:</b> Navy Command Commercial Ministry of Defence  <b>Supplier:</b> PricewaterhouseCoopers LLP
<b>10.10</b>	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports)	Not required
<b>10.11</b>	<b>Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14 and if required, any Customer alternative pricing mechanism):</b>	Given the nature of the services to be provided and the non-application of TUPE to the Services to be provided under this Order Form, Schedule 10 shall not apply to this engagement.
<b>10.12</b>	<b>Call Off Tender:</b> In Schedule 15 (Call Off Tender)	Not applicable
<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b>	Not applicable

<b>10.14</b>	<b>Staff Transfer</b> Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).	Not applicable
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**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	Signed on original copy
Signature	
Date	15/07/2020

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

Name and Title	Signed on original copy
Signature	
Date	15//07/20