

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

### Order Form

CALL-OFF REFERENCE:	DNO/246
THE BUYER:	Defence Nuclear Organisation, part of the Ministry of Defence
BUYER ADDRESS	Defence Nuclear Organisation, MOD Main Building, 6D, Whitehall, London, SW1A 2HB
THE SUPPLIER:	PWC
SUPPLIER ADDRESS:	1 Embankment Place, London, WC2N 6RH
REGISTRATION NUMBER:	OC303525
DUNS NUMBER:	733367952

### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated **02 May 2024**.

It's issued under the Framework Contract with the reference number RM6187 for the provision of **external assistance to support the development and delivery of the new DNE Commercial MI Dashboard and associated outputs**.

### CALL-OFF LOT(S):

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 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)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

#### **Call-Off Schedules**

- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 9 (Security) (Part A)
- Call-Off Schedule 20 (Specification)

4. CCS Core Terms
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:

- 1) The Supplier's staff shall hold, as a minimum, SC (Security Check) clearance, unless confirmed otherwise by the Buyer in writing.
- 2) The Buyer agrees that the scope of Services set out in this Call-Off Contract, as outlined in the Call-Off Deliverables section, adequately reflects its requirements and addresses the mandatory requirements of MCF3 Framework Schedule 1 (Specification). The Supplier shall not be required to provide any services that are not expressly set out in the Call-Off Contract provided.
- 3) As the Buyer, the DNE is responsible for Authority/Buyer inputs into the Deliverables, including the provision of, and access to, data inputs and systems, stakeholder/specialist input and all documentation reasonably required for the Supplier to produce the Deliverables and fulfil its obligations under this Call-Off Contract. This includes the supply of relevant business information and applicable knowledge, and ensuring the availability of key DNE personnel to participate in joint meetings, workshops and working groups. The Buyer shall provide the Supplier with access to the Buyer's premises and staff as required.

- 4) Any information provided by the Buyer shall be accurate, complete and not misleading, and will not infringe the intellectual property rights of any third party. The Buyer acknowledges that delays in receiving access to relevant data, information and stakeholders may impact the delivery timescales, or quality threshold, that can be achieved within the Call-Off Contract duration. The Supplier shall not be liable for any delay, or other consequences, resulting from the Buyer's failure to provide such information and assistance,
- 5) The Supplier's ability to perform the Services is dependent upon receiving assistance from the Buyer with regard to the following non-exhaustive list of requests:
  - Timely provision of the required information and processes outlined below, including the provision of contact details for key DNO/AWE/SDA day-to-day contacts to the Supplier's delivery team to ensure early engagement.
  - Provision of system access, up-to-date data exports and relevant contact details for the live and pipeline contracts information held on some or all the following databases and systems:
    - a. CP&F
    - b. PB&F
    - c. DNO EA Investment Project DAT
    - d. DefCARS (subject to external approval)
    - e. ABC 24/25 Workbook
    - f. AWE Consolidated Pipeline Tool
    - g. Equivalent SDA live/pipeline commercial information
  - Ensuring that CP&F and DAT system entries for EA spend are up-to-date for the DNO (and AWE and SDA if applicable) to assist with data fidelity.
  - Distribution/outlining of the priorities, aims and objectives of the scope and outputs of this work to leadership (where required) within the DNE, and cascaded down to relevant teams within DNO, AWE and SDA to prepare stakeholders for the Supplier's future involvement with them and the aims of the work.
  - Provision of sufficient oversight of the Supplier's services (i.e. from DNO Commercial's senior management team or other individuals possessing the requisite skills, knowledge and/or experience);
  - Establishment and maintenance of internal controls and data update processes, including monitoring ongoing activities, and general support throughout the 16-week delivery period (e.g. review, stakeholder engagement, risk management and/or implementation activities). This

could include assistance with regard to AWE and SDA-related activities and engagement.

- 6) The Buyer acknowledges, and agrees, to receive the final Deliverables on the basis that:
- a. **The Services:** The Buyer has asked the Supplier to develop the Buyer's existing Commercial Insights Dashboard to create a 'Commercial MI Dashboard'. This will be achieved through the development of data visualisation tools and the integration of additional DNE datasets within the existing dashboard capable of being hosted on current MOD IT. The Buyer will be responsible for obtaining all necessary, licences, permissions and consents for the Supplier to provide the Services.
  - b. The new Commercial MI Dashboard will visualise the Defence Nuclear Enterprise's commercial contract landscape, pipeline information and selected MI data systems (e.g. DAT, CP&F and PB&F). It will provide an interactive, user-friendly interface for TLB commercial staff and senior leaders.
  - c. The requirements for the Commercial MI Dashboard, data inputs and associated documentation are outlined in the Call-Off Deliverables section, however the Supplier will continue to liaise with the Buyer/Authority through the course of the Services to ensure specific user/stakeholder requirements are identified and incorporated where viable to do so.
  - d. **Specification:** The Supplier will discuss and agree with the Buyer/Authority on the sources, availability and quality of data that is required to deliver the Dashboard visualisations for the above purpose, as well as the technical platforms (e.g. spreadsheet or PowerBI) to be used to achieve this aim.
  - e. Amendments and additions to the Call-Off Deliverables Specification will be subject to agreement between the Supplier and Buyer/Authority and future references to the Specification in this schedule will include such agreed amendments and/or additions.
  - f. **Building and Testing of the Dashboard Visualisations:** The Supplier will develop the DNE Commercial MI Dashboard, visualisations and associated outputs in line with this Call-Off Contract, as outlined in the Call-Off Deliverables section. This may involve using information (including assumptions) provided by the Buyer, on the Buyer or Authority's behalf, or which the Supplier may obtain at the Buyer's request.

- g. The Supplier may ask the Buyer or Authority to send information to the Supplier in a specific format, such as a template or schedule, with the aim of enabling efficient transfer of such information into the Dashboard visualisations.
- h. The testing process for the Dashboard visualisations will be as follows:
  - i. Whilst the Supplier will test the Dashboard visualisations, including the final versions for handover ("final Dashboard visualisations"), it is not possible for the Supplier to test the Dashboard and each visualisation for all errors. The Supplier therefore recommends that the Buyer/Authority review the final Dashboard visualisations prior to placing any reliance on it.
  - ii. Any valuation, other methodologies and/or assumptions applied, to derive any projections in the Dashboard visualisations, should in no circumstances be considered to be the only possible ones for such purpose. Any projections provided by the Dashboard visualisations will not be the only possible projections of future events. Therefore the Supplier accepts no responsibility for the achievement of any projections generated by the Dashboard visualisations.
  - iii. Whilst the Supplier will discuss the data and assumptions that may be used in the Dashboard visualisations with the Buyer/Authority, the Buyer and/or Authority is responsible for determining the final values of any data and assumptions used.

**Final Dashboard Visualisations Handover:** The Supplier will not give the Buyer and/or the Authority the final Commercial MI Dashboard visualisations until the Buyer has accepted deliverables following consultation. When the Supplier has received confirmation of acceptance from the Buyer, the Supplier will release the final Commercial MI Dashboard visualisations to the Buyer and/or Authority. Once the Buyer has provided the above confirmation, the Supplier will be under no obligation to provide further changes to the Dashboard visualisations.

**Call-off start date:** 13<sup>th</sup> May 2024

**Call-off expiry date:** 2<sup>nd</sup> September 2024

**Call-off initial period:** 16 weeks

**Extension options:** With the agreement of both parties, this agreement may be extended by one period of up to seven (7) months, until the 31<sup>st</sup> March 2025, for the purpose

of business sustainment activities for the  
Commercial MI Dashboard and/or other  
deliverables to be jointly agreed.

**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:  
£247,000 ex vat

**Call-off charges**

Firm price of **£247,000 ex vat**

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

**Reimbursable expenses**

Given the firm price agreed, expenses are included within Call-off charges and are therefore not reimbursable.

**Payment method**

Tenderers must note that use of the Contracting, Purchasing and Finance (CP&F) electronic procurement tool is a mandatory requirement for any resultant contract awarded following this Tender. By submitting this Tender, you agree to electronic payment.

**Buyer's invoice address**

[REDACTED – PERSONAL]

**FINANCIAL TRANSPARENCY OBJECTIVES**

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

**Buyer's authorised representative**

[REDACTED – PERSONAL]

**Buyer's security policy**

DEFCON 659A – Security Measures

DEFCON 660 – Official-Sensitive Security Requirements

**Supplier's authorised representative**

[REDACTED – PERSONAL]

**Supplier's contract manager**

[REDACTED – PERSONAL]

**Progress report frequency**

Not applicable

**Progress meeting frequency**

Not applicable

**Key staff**

[REDACTED – PERSONAL]

**Key subcontractor(s)**

Not applicable

**Commercially sensitive information**

See Annex A – Security Aspects Letter

The following information shall be deemed Commercially Sensitive Information:

- 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;
- Any information falling within the definition of "Supplier's Confidential Information";
- General pragmatic information including project schedule.

The duration for which such information shall be confidential is indefinite.

**Service credits**

Not applicable

**Additional insurances**

Not applicable

**Guarantee**

Not applicable

**Buyer's environmental and social value policy**

[Greening Government Commitments - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/policies/greening-government)

**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: [REDACTED – PERSONAL]

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

Signature: [REDACTED – PERSONAL]