

**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 –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 Programme Management Office to implement the Construction Industry Recovery Plan 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	CS20331
From	Department for Business, Energy & Industrial Strategy (BEIS) ("CUSTOMER")
To	PricewaterhouseCoopers LLP ("SUPPLIER")
Date	16 <sup>th</sup> September 2020 ("DATE")

### SECTION B

#### 1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 9th October 2020
1.2.	Expiry Date: End date of Initial Period: 29 <sup>th</sup> January 2021 End date of Extension Period: N/A Minimum written notice to Supplier in respect of extension: N/A

#### 2. SERVICES

2.1	<b>Services required:</b>  In Call Off Schedule 2 (Services)  <b><u>Introduction and Summary of Requirement</u></b> The establishment of a governance and reporting structure, and Programme Management Office (PMO), to manage and support the implementation of <i>Roadmap to Recovery</i> , the Construction Industry Recovery Plan, and ensure it delivers the identified objectives. This will report into the Construction Leadership Council (CLC) Coronavirus Task Force, with the contract managed by BEIS.  The expectation is that those working on this project will be based in their own offices or will work from home or another remote location. The majority of the engagement with the CLC Task Force will be undertaken via e-mail or videoconferencing. There is likely to be a weekly meeting on the operation of the PMO, with representatives from BEIS and the CLC, with other,
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less frequent meetings of Working Groups that the team running the PMO will need to attend. For the avoidance of the doubt should face to face meetings be required, the base location for this requirement is 1 Victoria Street, London, SW1H 0ET.

### **Background to the Requirement**

The CLC has established a Task Force to co-ordinate the industry response to the Covid19 pandemic. The Task Force has worked to develop a number of initiatives, including operating procedures for sites, merchant branches, SMEs and mineral product producers, providing guidance on financial support available for firms and guidance on contractual issues.

The CLC has also developed *Roadmap to Recovery*, an Industry Recovery Plan (IRP) to co-ordinate activity across the construction and built environment ecosystem, which identifies the priority areas for action in order to restart and increase activity across the sector. This was published on the 1 June (<https://www.constructionleadershipcouncil.co.uk/news/construction-roadmap-to-recovery-plan-published/>). The Plan is based on 3 phases: Restart – maximising the level of activity consistent with the application of guidance on safe working; Reset – adjusting to the new normal post-Covid19; and Reinvent – improving the industry and ensuring it can deliver long term policy objectives, including productivity improvements and net zero carbon.

In addition to the actions included in the IRP, the Task Force has established 4 Working Groups to oversee the development of more detailed plans for subsectors within the industry, and to develop proposals for strategic interventions which will address longer term challenges within the sector. These are:

1. **Infrastructure:** including transport, defence and utilities, including both new infrastructure and maintaining existing infrastructure;
2. **Local, Social and Commercial Construction:** including social infrastructure (e.g. schools, hospitals), investment by local authorities (e.g. local roads and regeneration projects) private sector investment, and RMI relating to buildings, including remediation work linked to building safety;
3. **Housing:** new build housing, using both onsite and offsite construction methods; and
4. **Domestic RMI:** domestic repair, maintenance and improvement, where work is undertaken in occupied homes.

The CLC also has a number of existing workstreams. These are being reorganised based on 3 themes: Industry Change; People; and Commercial. Activity within these themes is led by further working groups:

#### **Industry Change**

- **Net Zero Carbon:** developing a strategic approach to decarbonising and increasing the sustainability of the construction and built environment sectors, to support attaining the objective of net zero carbon by 2050.
- **Digital:** supporting the implementation of the recommendation of the National Infrastructure Commission to create a National Digital Twin, and the integration and use of digital technologies within the built environment.

- **Manufacturing & Performance:** encouraging the development and adoption of offsite manufacturing technologies with the industry, and associated procurement and contracting processes to support these.
- **Building Safety:** supporting the industry to adapt to the changes required by new building safety legislation, and to drive an improved culture of safety in relation to building design, construction and operation.

People

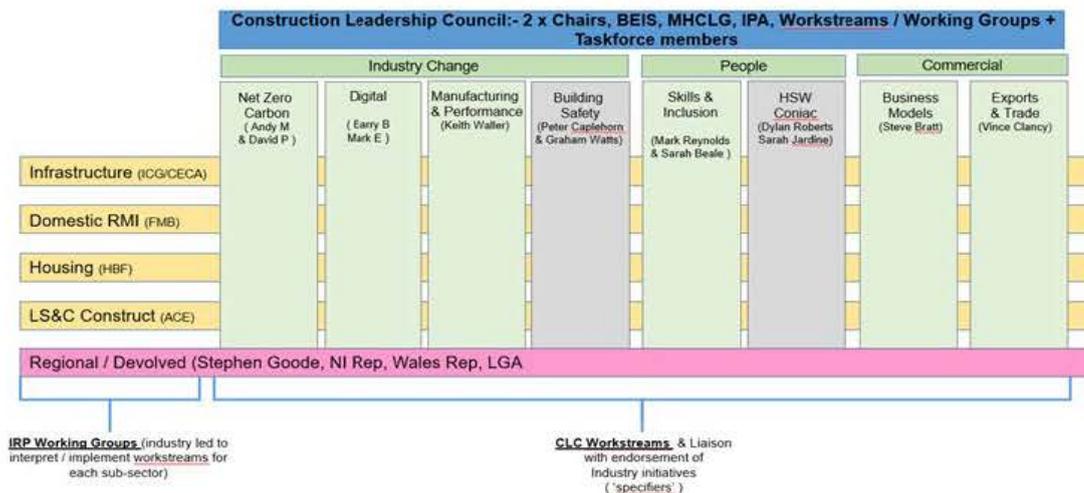
- **Skills & Inclusion:** supporting investment in apprenticeships, training and retraining within the construction sector, and widening access and participation to increase the diversity of the industry.
- **Health, Safety & Wellbeing:** improving standards of health and safety, including occupational and mental health, working with the Health & Safety Executive and its construction industry committees and networks to deliver this.

Commercial

- **Business Models:** supporting the adoption of business models that deliver better collaboration within construction supply chains, fairer payment practices and appropriate allocation of risk across firms.
- **Exports & Trade:** working to deliver the Construction 2025 target of doubling construction products exports and supporting the export of construction-related professional services, including digital expertise.

An indicative diagram showing the workstreams and the interfaces between them is included below.

Indicative CLC Structure



The work of the groups taking these forward, will also need to be supported, with the relevant links made to Task Force Working Groups, and managed so as to deliver outputs and outcomes that contribute to the CLC's strategic objectives as set out in the Construction Sector Deal. In parallel, the governance and organisation of the CLC is also being restructured to enable it to support delivery of these objectives, and this process will also need to interface with the PMO.

### **Aims and Objectives**

The objective of this contract is the delivery of an effective Programme Management Office to co-ordinate the work of the CLC Task Force, its subsidiary Working Groups, and to ensure these are integrated with the wider work of the CLC being undertaken through its existing workstreams. This will support the CLC to implement the Industry Recovery Plan and to make a wider contribution to supporting the recovery of the construction sector and wider UK economy from the impacts of Covid19.

### **The Requirement**

The outputs that will need to be delivered are:

- the design and establishment of a Programme Management Office, to oversee the implementation of the IRP;
- established governance, oversight mechanisms and reporting procedures for the CLC Task Force and Working Groups;
- support for and co-ordination of the activities of the CLC Task Force, Working Groups and existing CLC workstreams;
- assist and work with Working Group and CLC workstream leads to ensure the various recovery plans are co-ordinated and integrated;
- identify and manage the critical path for the programme, and monitor progress against milestones and interim objectives;
- ensure full records are kept of activities, decisions and actions by the CLC Task Force and Working Groups, which can be transferred to BEIS at the end of the contract;
- maintain an up to date register of risks and issues; and
- ensure an effective transition of the PMO function, governance and reporting mechanism at the end of the contract term.

### **1. Challenges**

The key challenges in relation to the delivery of this project are:

- establishing and managing relationships with a wide range of business and Government stakeholders involved in the CLC, the Working Groups and workstreams;

- co-ordinating activities effectively, and ensuring a common approach to the management and reporting of these is followed across different workstreams;
- ensuring data security, and managing compliance with the GDPR and other rules relating to protected information;
- lack of a common IT platform to support activities across the organisations involved; and
- overcoming problems created by a range of different organisational working practices and approaches, introduced in response to Covid19 and Government guidance.

### Skills and Expertise

BEIS would like the bidder to demonstrate that you have the expertise and skills to undertake the project.

Contractors should propose named members of the project team and include the tasks and responsibilities of each team member. This should be clearly linked to the work programme, indicating the grade/seniority of staff and number of days allocated to specific tasks.

Contractors should identify the individual(s) who will be responsible for managing the project.

### Working Arrangements

The successful bidder will be expected to identify one named point of contact through whom all enquiries can be filtered. A BEIS project manager will be assigned to the project and will be the central point of contact.

### Ownership and Publication

All outputs, information and data from the PMO, as well as any associated Intellectual Property, will belong to the Department for Business, Energy & Industrial Strategy, or the organisation participating in the Task Force or a Task Force Working Group that has developed and contributed to this.

Developing material for publication will be the responsibility of the Task Force and the associated Working Groups.

### Timetable

The timetable for delivery is:

- **October 2020:** contract award;
- **October 2020:** establishment of the PMO;
- **November 2020:** establishment of governance, reporting and oversight mechanisms across all Working Groups and workstreams; and
- **29<sup>th</sup> January 2021:** all outputs to be delivered and the PMO function transferred to BEIS.

	<p><b><u>Budget</u></b></p> <p>The budget for this project is up to £80,000 excluding VAT.</p> <p>Contractors should provide a full and detailed breakdown of costs. This should include staff (and day rate) allocated to specific tasks as per pricing schedule AW5.2</p> <p>Payments will be linked to delivery of key milestones. The indicative milestones and phasing of payments are as follows:</p> <ol style="list-style-type: none"> <li>1. development of a design and operating model for the PMO, covering governance, oversight mechanisms and reporting procedures for managing the delivery of the Industry Recovery Plan and its interfaces with CLC workstreams;</li> <li>2. identification of the critical path for the programme based on plans and input from individual workstreams, including key objectives and outputs for the individual workstreams, and a register of risks and issues; and</li> <li>3. transfer of all records, other relevant information and an operating PMO function to BEIS by 31 January 2021.</li> </ol> <p>The Supplier shall invoice the Contracting Authority on completion of each of the defined milestone stages set out above once contract has been awarded. Each invoice shall include such supporting information required by the Contracting Authority to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.</p> <p>The Department aims to pay all correctly submitted invoices as soon as possible with a target of 10 days from the date of receipt and within 30 days at the latest in line with standard terms and conditions of contract.</p> <p>In submitting bids, contractors confirm in writing that the price offered will be held for a minimum of 90 working days from the date of submission. Any payment conditions applicable to the prime contractor must also be replicated with sub-contractors.</p> <p><b><u>Terms and Conditions</u></b></p> <p>The terms shall be the Framework RM6008 Terms.</p> <p>Bidders are to note that any requested modifications to the Contracting Authority Terms and Conditions on the grounds of statutory and legal matters only, shall be raised as a formal clarification during the permitted clarification period.</p>
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**3. PROJECT PLAN**

<b>3.1</b>	<p><b>Project Plan: In Call Off Schedule 4 (Project Plan)</b></p> <p>The Supplier shall provide the Customer with a draft Project Plan for Approval within 10 Working Days from the Call Off Commencement Date</p>
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#### 4. CONTRACT PERFORMANCE

4.1.	<b>Standards:</b> As per Clause 11 (Standards and Quality) and the definition of Standards in Call Off Schedule 1 (Definitions)
4.2	<b>Service Levels/Service Credits:</b> Not applied
4.3	<b>Critical Service Level Failure:</b> Not applied
4.4	<b>Performance Monitoring:</b> Not applied
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>Supplier Key Personnel:</b> <b>REDACTED</b> - Engagement lead PMO lead - <b>REDACTED</b>
5.2	<b>Relevant Convictions (Clause 28.2 of the Call Off Terms):</b> As per clause 28.2 of the Call Off Terms

#### 6. PAYMENT

6.1	<b>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</b> In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) The Call Off Contract Charges must be compliant with the provisions of Framework Schedule 3 (Charging Structure).
6.2	<b>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</b> In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
6.3	<b>Reimbursable Expenses:</b> Not Permitted
6.4	<b>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</b> <a href="mailto:Finance@uksbs.co.uk">Finance@uksbs.co.uk</a> Queensway House, West Precinct, Billingham, TS23 2NF
6.5	<b>Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</b>

	For the full duration of the contract
<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)) Not applied
<b>6.7</b>	<b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of 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> The sum of £70,450.00 excluding VAT. Breakdown of costs as per Annex B
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms); As per clause 37.2.1 of the Call Off Terms, 125% of the contract charges (£88,062.50 excluding VAT)
<b>7.3</b>	<b>Insurance</b> (Clause 38.3 of the Call Off Terms): As per clause 38.3 of the Call Off Terms

## 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> (Clause 42.7 of the Call Off Terms): In Clause 42.7 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> In Call Off Schedule 9 (Exit Management)

## 9. SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> Not applied
<b>9.2</b>	<b>Commercially Sensitive Information:</b>

	Individual Day rates, fee rates, the methodology for providing the services for CS20331 and the CVs of the team members shall be considered commercially confidential.
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## 10. OTHER CALL OFF REQUIREMENTS

10.1	<b>Recitals</b> (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 20/08/2020 Recital D - date of receipt of Call Off Tender: 08/09/2020
10.2	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required
10.3	<b>Security:</b> Select long form security requirements
10.4	<b>ICT Policy:</b> Not applied
10.6	<b>Business Continuity &amp; Disaster Recovery:</b> Not applied
10.7	<b>NOT USED</b>
10.8	<b>Protection of Customer Data:</b> In Clause 35.2.3 of the Call Off Terms
10.9	<b>Notices</b> (Clause 56.6 of the Call Off Terms): <b>Customer's postal address and email address:</b> 1 Victoria Street London, SW1H 0ET Email: <b>REDACTED</b> <b>Supplier's postal address and email address:</b> 1 Embankment Place, London, WC2N 6RH Email: <b>REDACTED</b>
10.10	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports) Not applied
10.11	<b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b> Not applied
10.12	<b>Call Off Tender:</b> In Schedule 16 (Call Off Tender) In Annex A - PricewaterhouseCoopers LLP Bid response

10.13	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> As per Clause 36.3.2 of the Call Off Terms
10.14	<b>Staff Transfer</b> Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
10.15	<b>Processing Data</b> Not Used

**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 PricewaterhouseCoopers LLP:**

Name and Title	REDACTED
Signature	REDACTED
Date	REDACTED

**For and on behalf of the Customer – Department for Business, Energy & Industrial Strategy (BEIS):**

Name and Title	REDACTED
Signature	REDACTED
Date	REDACTED

## Annex A - PricewaterhouseCoopers LLP Bid response

**REDACTED**

**Annex B - PricewaterhouseCoopers LLP AW5.2 Price Schedule Bid response**

**REDACTED**