

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

701577436 Provision of Consultancy Services to Army Seconded Programme

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM

PART 1 – ARMY 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 Army Seconded Programme** dated **20th August 2021**.

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	701577436
From	Head Commercial, Army HQ, Blenheim Building, Marlborough Lines, Monxton Road. Andover. Hants. SP11 8HJ ("CUSTOMER")
To	PricewaterhouseCoopers LLP, 1 Embankment Place, London, WC2N 6RH ("SUPPLIER")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date:	23rd August 2021
1.2.	Expiry Date:	End date of Initial Period: 28th February 2022 . Minimum written notice to Supplier in respect of extension: 30 days .

2. SERVICES

2.1	Services required: In Call Off Schedule 2 (Services)	<p>As per Annex A of this call off agreement.</p> <p>The Customer agrees that the scope of Services set out in this Order Form and Annex A below adequately reflects its requirements and addresses the mandatory requirements of Schedule 2 of the Framework Agreement. The Supplier shall not be required to provide any services that are not expressly set out in this Order Form.</p> <p>Customer responsibilities 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 or to comply with its other obligations under this Call Off Contract.</p> <p>COVID-19 The ongoing uncertainty related to Coronavirus (COVID-19) may impact your and our ability to perform obligations under the agreement, including as a result of travel restrictions. For example we may need to provide services from an alternative location, substitute personnel where practicable or work with you to establish remote access to your systems, as far as this is possible. If you are affected by COVID-19 and it has an impact on the agreement please let us know so that we can seek solutions together.</p>
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3. PROJECT PLAN

3.1.	Project Plan: 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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Milestone	Deliverables	Duration	Milestone Date	Customer Responsibilities	Milestone Payments	Delay Payments
1	Redacted	6 months from contract award	28th February 2022	See Annex A to Schedule 4	N/A	N/A
2	Review points	Weeks 8, 16 and 24	N/A	Support to review meetings	N/A	N/A

4. CONTRACT PERFORMANCE

4.1.	Standards:	Not applicable.
4.2	Service Levels/Service Credits: Not applied	Not applicable.
4.3	Critical Service Level Failure: Not applied	Not applicable.
4.4	Performance Monitoring:	Review points at, or before weeks; 8, 16 and 24.
4.5	Period for providing Rectification Plan:	In Clause 39.2.1(a) of the Call Off Terms.

5. PERSONNEL

5.1	Key Personnel:	REDACTED
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms):	Not applicable.

5.3	COVID-19	The Customer shall afford the same protections in relation to the prevention/handling of COVID-19 to the Supplier's staff whilst such staff are on the Customer's premises or on third party premises (at the Customer's request) that the Customer affords to the Customer's own staff.
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6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)	REDACTED
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)	Payment within 30-days of invoice via electronic invoicing.
6.3	Reimbursable Expenses: Permitted	Permitted and all allowable expenses will be charged at cost.
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):	REDACTED
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):	One Call Off Contract Years from the Call Off Commencement Date.
6.6	Supplier periodic assessment of Call Off Contract Charges (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.
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):	Not permitted.

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges:	£148,850.00 (Ex VAT)
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms);	IAW 37.2.1. Estimate of Year 1 charges £148,850 (Ex VAT and allowable expenses).
7.3	Insurance (Clause 38.3 of the Call Off Terms):	Not applicable.

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms));	In clause 42.2.1(c) of the Call Off Terms.
8.2	Termination without cause notice period (Clause Error! Reference source not found. of the Call Off Terms):	In clause 42.7.1 of the Call Off Terms.
8.3	Undisputed Sums Limit:	In clause 43.1.1 of the Call Off Terms.
8.4	Exit Management:	Not applicable

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets:	Not applicable.
9.2	Commercially Sensitive Information:	The following information shall be deemed Commercially Sensitive Information: <ul style="list-style-type: none"> any information relating to the Supplier's fee rates, its methodology for providing the

		<p>services in question and any personal data provided by the Supplier including the CVs of the Staff engaged in the provision of the Services; and</p> <ul style="list-style-type: none"> any information falling within the definition of "Supplier's Confidential Information." <p>The duration for which such information shall be confidential is indefinite.</p>
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10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms):	Recitals A.
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms):	Not applicable.
10.3	Security:	Select from short security requirements.
10.4	ICT Policy:	Not applicable.
10.6	Business Continuity & Disaster Recovery:	Not applicable.
10.7	NOT USED	
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms):	In Clause 39.2.3 of the Call Off Terms.
10.9	Notices (Clause 56.6 of the Call Off Terms):	<p>Customer:</p> <p>Army HQ</p> <p>Blenheim Building</p> <p>Marlborough Lines</p> <p>Monxton Road</p> <p>Andover</p>

		SP11 8HJ Supplier: PricewaterhouseCoopers LLP
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)	Not applicable
10.11	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):	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.
10.12	Call Off Tender: In Schedule 15 (Call Off Tender)	Not applicable.
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms)	Not applicable.
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).	Not applicable.
10.15	Processing Data Call Off Schedule 17	Redacted
10.16	MOD DEFCONs and DEFFORM Call Off Schedule 15	Not applicable.
10.17	Intellectual property	The parties agree that open source publication is not appropriate for this Call Off Contract and clauses 34.1.4 and 34.10 of the Call Off Terms will not apply. Clauses 34.1.4, 32.2.3, 34.4, 34.5 and 34.6 and 34.8.2 will not apply to such Third Party IPR.

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	REDACTED
Signature	REDACTED
Date	20 th August 2021

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	20 th August 2021

STATEMENT OF REQUIREMENTS

Annex A - Description of Services Relating to the Establishment of a Secondment Programme for Army

Background and purpose

Army HQ faces critical workforce 'pinch points' across a number of key functions / roles, whilst facing significant pressures to deliver transformation and change activities. Recruitment into these key functions / roles continues to be challenging, with geographical location and the availability of suitable candidates in the market place a key factor. The amount of change has also meant that the way in which staff have worked in the past is different and some of the new skill sets are not currently available in-house. The Secondment Programme will allow the Command to access these new skills, explore opportunities for innovation and begin the process of upskilling staff and embedding new ways of working.

The provisional list prioritisation of roles for secondees, provided by Chief of Staff (COS) Capability, will be validated early in the Programme:

- Innovation Scout: Army tech roadmaps (Futurist).
- Process engineering and optimisation.
- Comms and marketing – influence.
- Additive Manufacturing AdM CofE / Pj.
- Bulk material distribution.
- Ground Based Air Defence.
- IoT System Integrator.
- Electrification.
- New Medium Helicopter.

The service provided shall include:

- The establishment of the governance and controls for the secondee programme;
- Provision of a prioritised demand profile for secondees;
- Identification of a sourcing strategy to address demand;
- Liaison with industry to identify suitable secondees;
- Establishing a process for the onboarding of secondees; and
- Liaison with stakeholders such as Defence Business Services; the Civil Service Commission; and Trade Unions.

REDACTED