

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

### Order Form

CALL-OFF REFERENCE:	703116450
THE BUYER:	The Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland
BUYER ADDRESS	Head of Commercial, Army HQ, Blenheim Building, Marlborough Lines, Monxton Road. Andover. Hants. SP11 8HJ
THE SUPPLIER:	PricewaterhouseCoopers LLP
SUPPLIER ADDRESS:	1 Embankment Place, London, WC2N 6RH
REGISTRATION NUMBER:	<b>OC303525</b>
DUNS NUMBER:	73-336-7952
SID4GOV ID:	<b>SQ-XTSV59U/1</b>

### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 3rd March 2022.

It's issued under the Framework Contract with the reference number RM6188 for the provision of **Consultancy Services to the Army Seconded Programme**

### CALL-OFF LOT(S):

- Lot 5 - HR

### 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 3 (Continuous Improvement)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 15 (Call-Off Contract Management)
  - Call-Off Schedule 17 (MOD Terms) - Optional
  - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.10)
5. Joint Schedule 5 (Corporate Social Responsibility) - Mandatory
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:

None

**Call-off start date:** 1<sup>st</sup> March 2022

**Call-off expiry date:** 31<sup>st</sup> March 2022

**Call-off initial period:** 31<sup>st</sup> March 2022

**Call-off deliverables:**

Milestone	Deliverables	Duration	Milestone Date	Customer Responsibilities	Milestone Payments	Delay Payments
1	Redacted under FOIA Section 43, Commercial interests additional	1 month from contract award	31 <sup>st</sup> March 2022	See details in Call-Off Schedule 20 (Call-Off Specification)	N/A	N/A

	Seconded placed into role					
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and see details in Call-Off Schedule 20 (Call-Off Specification)

### 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: £173,658 (Ex VAT and allowable expenses), and this shall be the Supplier's total limit of liability for this call off and previous associated work performed under any prior call off (and whether under the Framework Contract or any other framework agreement).

### Call-off charges

The charges for services will use existing framework rates: **£24,808.00 (Ex Vat)**.  
Payments to be made monthly payments in arrears.

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 and all allowable expenses will be charged at cost.

### Payment method

Payment within 30-days of invoice via Exostar electronic invoicing.

### Buyer's invoice address

Redacted under FOIA Section 40, Personal Information  
Navy Command Commercial  
Deck 4, NCHQ  
Leach Building  
Whale Island

Portsmouth  
PO2 8BY

Redacted under FOIA Section 40, Personal Information

## **FINANCIAL TRANSPARENCY OBJECTIVES**

The Financial Transparency Objectives apply to this Call-Off Contract.

### **Buyer's authorised representative**

Redacted under FOIA Section 40, Personal Information

Deputy Head Commercial

Director Capability

Army HQ

Blenheim Building

Marlborough Lines

Monxton Road

Andover

SP11 8HJ

Redacted under FOIA Section 40, Personal Information

### **Buyer's security policy**

As per MOD terms

### **Supplier's authorised representative**

Redacted under FOIA Section 40, Personal Information

PricewaterhouseCoopers LLP

7 More London Riverside

London SE1 2RT

Redacted under FOIA Section 40, Personal Information

### **Supplier's contract manager**

Redacted under FOIA Section 40, Personal Information

PricewaterhouseCoopers LLP

7 More London Riverside

London SE1 2RT

Redacted under FOIA Section 40, Personal Information

### **Progress report frequency**

Weekly

### **Progress meeting frequency**

Weekly

### **Key staff**

Supplier's teams may include contractors (which may include those operating through their own companies) as well as PwC staff.

### **Key subcontractor(s)**

Not applicable

### **Commercially sensitive information**

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; and
- any information falling within the definition of "Supplier's Confidential Information."

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**

Not applicable

### **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 under FOIA Section 40, Personal Information

Name: Redacted under FOIA Section 40, Personal Information

Role: Partner

Date: 9<sup>th</sup> March 2022

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

Signature: Redacted under FOIA Section 40, Personal Information

Name: Redacted under FOIA Section 40, Personal Information

Role: Navy Command Commercial, Commercial Manager

Date: 9 March 2022

## Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

### STATEMENT OF REQUIREMENTS

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

This Annex sets out the scope of the specific services that PwC will provide under our engagement letter dated 6<sup>th</sup> August 2021. Any provisions contained within this schedule apply only to the services specified in this schedule.

#### **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.

Call-Off Schedule 20 (Call-Off Specification)  
Call-Off Ref: 703116450  
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