



Crown Commercial Service

Call Off Order Form for Management Consultancy Services

**Provision of Independent Business Reviews and Related Diligence Services In
Relation To Support Due To Covid19**

To

HM Treasury

From

PricewaterhouseCoopers LLP

Contract Reference: CCCC20A39

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 Management Consultancy Services dated 04 September 2018.

This Call Off Order Form relates to the Provision of Independent Business Reviews and Related Diligence Services In Relation To Support Due To Covid19.

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 Call Off Order Form and the Call Off Terms.

Order Number	To be advised by Authority at contract award
From	HM Treasury ("CUSTOMER")
To	PricewaterhouseCoopers LLP ("SUPPLIER")
Date	27th April 2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 27 th April 2020
1.2.	Expiry Date: End date of Period: 26 th October 2020 End date of Extension Period: N/A Minimum written notice to Supplier in respect of extension: N/A

2. SERVICES

2.1	Services required: REDACTED
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3. PROJECT PLAN

3.1.	Project Plan: In Call Off Schedule 4 (Project Plan) REDACTED
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4. CONTRACT PERFORMANCE

4.1.	Standards: In Clause 11 (Standards and Quality) Applied
4.2	Service Levels/Service Credits: Not Applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: Not Applied
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): Applied
5.3	Supplier personnel and contractors: Supplier's teams may include contractors (which may include those operating through their own companies) as well as PwC Staff.

	The Supplier assumes that the tax indemnity at clause 24 is not intended to apply in cases of any error by Customer in its determination under Chapter 10. Part 2 ITEPA 2003 or failure to make such determination, resulting in a tax liability or demand of any kind.
5.4	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.

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): REDACTED For the avoidance of doubt, the total contract value will not exceed £2,500,000.00 exc. VAT. These rates are to remain firm for the duration of the contract.
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): The Contracting Authority will provide the Supplier with a purchase order before work can commence. The Authority reserves the right to give permission to allow the Supplier to start work before a purchase order has been provided. This will be at the Suppliers risk. Invoices will be raised monthly, unless otherwise agreed in individual statements of work.
6.3	Reimbursable Expenses: Not Permitted
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Email for invoices is REDACTED NB: Provider to contact the contract manager for approval in the first instance.
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The duration of the Call Off Contract from the Call Off Commencement Date of 27 th April 2020 to 26 th October 2020.
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: Not Applicable
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: Up to the sum of £2,500,000.00 (excluding VAT)
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); In Clause 37.2.1 of the Call Off Terms
7.3	Insurance (Clause 38.3 of the Call Off Terms): The Supplier will maintain Professional Indemnity, Public Liability and Employer's Liability insurance at the levels of cover specified in Schedule 14 of the Framework Agreement.

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 42.7 of the Call Off Terms): In Clause 42.7 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 applied

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Applied
9.2	Commercially Sensitive Information: The following information will 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 under the definition "Suppliers Confidential Information." The duration for which such information shall be confidential is indefinite.

10. OTHER CALL OFF REQUIREMENTS

10.1	<p>Recitals (in preamble to the Call Off Terms):</p> <p>Recital A</p> <p>Recital C - date of issue of the Statement of Requirements: 30th March 2020</p> <p>Recital D - date of receipt of Call Off Tender: 31st March 2020</p>
10.2	<p>Call Off Guarantee (Clause 4 of the Call Off Terms):</p> <p>Not required</p>
10.3	<p>Security:</p> <p>Short form security requirements</p>
10.4	<p>ICT Policy:</p> <p>Not applied</p>
10.6	<p>Business Continuity & Disaster Recovery:</p> <p>Schedule 8 is not applied. However the Supplier will have in place and maintain business continuity processes which are independently certified to the International Standard for Business Continuity management (ISO 22301) or equivalent. The Supplier will provide evidence of such certification to the Customer upon request.</p>
10.7	<p>NOT USED</p>
10.8	<p>Protection of Customer Data (Clause 35.2.3 of the Call Off Terms):</p> <p>Applied</p>
10.9	<p>Notices (Clause 56.6 of the Call Off Terms):</p> <p><u>Customer's postal address and email address:</u></p> <p>HM Treasury, 100 Parliament Street, SW1A 2BQ</p> <p>REDACTED</p> <p><u>Supplier's postal address and email address:</u></p> <p>7 More London Riverside, London, SE1 2RT</p> <p>REDACTED</p>
10.10	<p>Transparency Reports</p> <p>Not required</p>
10.11	<p>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</p> <p>No Applicable</p>
10.12	<p>Call Off Tender:</p>

	REDACTED
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).
10.15	Processing Data Call Off Schedule 17

Contract Reference:	CCCC20A39
Date:	27th April 2020
Description Of Authorised Processing	Details
Identity of the Controller and Processor REDACTED	The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.
Use of Personal Data	Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities,
Duration of the processing	For the duration of the Framework Contract plus 7 years.
Nature and purposes of the processing	
Type of Personal Data	Full name Workplace address Workplace Phone Number Workplace email address Names Job Title Compensation Tenure InformationQualifications or Certific

	<p>Nationality</p> <p>Education & training history</p> <p>Previous work history</p> <p>Personal Interests</p> <p>References and referee details</p> <p>Driving license details</p> <p>National insurance number</p> <p>Bank statements</p> <p>Utility bills</p> <p>Job title or role</p> <p>Job application details</p> <p>Start date</p> <p>End date & reason for termination</p> <p>Contract type</p> <p>Compensation data</p> <p>Photographic Facial Image</p> <p>Biometric data</p> <p>Birth certificates</p> <p>IP Address</p> <p>Details of physical and psychological health condition</p> <p>Next of kin & emergency contact details</p> <p>Record of absence, time tracking & annual</p>	
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Categories of Data Subject		
10.16	MOD DEFCONs and DEFFORM Not Applicable	

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 - Partner
Signature	REDACTED
Date	19 May 2020

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	29 May 2020