



Crown  
Commercial  
Service

**PROVISION OF CONSULTANCY FOR SOURCING PROGRAMME  
2021-2022**

**CONTRACT BETWEEN**

**CABINET OFFICE**

**AND**

**PwC LLP.**

**CONTRACT REFERENCE: CCCC21B01**

## **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 Consultancy for Sourcing Programme 21-22 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	<b>To be confirmed at Contract Award</b>
From	<b>Cabinet Office</b> <b>("CUSTOMER")</b>
To	<b>PWC</b> <b>("SUPPLIER")</b>
Date	<b>27 July 2021</b> <b>("DATE")</b>

##### **SECTION B**

#### **1. CALL OFF CONTRACT PERIOD**

<b>1.1.</b>	<b>Commencement Date:</b> 28 July 2021
<b>1.2.</b>	<b>Expiry Date:</b>  End date of Initial Period: 27 July 2022  End date of Extension Period: 26 July 2023 subject to further financial approval.  Minimum written notice to Supplier in respect of extension: 30 days

#### **2. SERVICES**

<b>2.1</b>	<b>Services required:</b>  Please refer to Annex A - Statement of Requirements
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### 3. PROJECT PLAN

<b>3.1.</b>	<b>Project Plan:</b>  Please refer to Annex A - Statement of Requirements (Section 7)
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### 4. CONTRACT PERFORMANCE

4.1.	<b>Standards:</b> Please refer to Annex A - Statement of Requirements (Section 10)																							
4.2	<b>Service Levels/Service Credits:</b> 3.1. The Authority will measure the quality of the Supplier’s delivery by: <table><tr><th>KPI/SLA</th><th>Service Area</th><th>KPI/SLA description</th><th>Target</th></tr><tr><td>1</td><td>Reporting</td><td>Weekly update reports as per 8.1 of Statement of Requirements to be reviewed by the contract manager.</td><td>98%</td></tr><tr><td>2</td><td>Reporting</td><td>Monthly report on consultancy spend as per 8.2 of Statement of Requirements to be approved by Head of Finance.</td><td>98%</td></tr><tr><td>3</td><td>Resource</td><td>Allocate sufficient resource for the project</td><td>100%</td></tr><tr><td>4</td><td>Delivery</td><td>Meet milestones and provide timely deliverables as set out in Section 7 of the Statement of Requirements.</td><td>100%</td></tr></table>				KPI/SLA	Service Area	KPI/SLA description	Target	1	Reporting	Weekly update reports as per 8.1 of Statement of Requirements to be reviewed by the contract manager.	98%	2	Reporting	Monthly report on consultancy spend as per 8.2 of Statement of Requirements to be approved by Head of Finance.	98%	3	Resource	Allocate sufficient resource for the project	100%	4	Delivery	Meet milestones and provide timely deliverables as set out in Section 7 of the Statement of Requirements.	100%
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3	Resource	Allocate sufficient resource for the project	100%																					
4	Delivery	Meet milestones and provide timely deliverables as set out in Section 7 of the Statement of Requirements.	100%																					
4.3	<b>Critical Service Level Failure:</b> Not applied																							
4.4	<b>Performance Monitoring:</b> See Section 4.2																							
4.5	<b>Period for providing Rectification Plan:</b> In Clause 39.2.1(a) of the Call Off Terms																							

### 5. PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b> Customer - REDACTED
	Supplier- REDACTED
<b>5.2</b>	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms): In Clause 28.2 of the Call Off Terms

## 6. PAYMENT

<b>6.1</b>	<p><b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):</p> <p>REDACTED</p> <p>This is a call off contract and the levels of work cannot be guaranteed. However, the Customer total estimates contract value including any extension options is expected to be below £2,300,000.00 (exc. VAT).</p> <p>These rates must remain firm for the full duration of this contractual requirement inclusive of any agreed contract extension options. Unless both parties agree to any variations to these rates during the duration of this contract.</p>
<b>6.2</b>	<p><b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.</p>

	<p>Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.</p> <p>Invoices must be submitted to the Sourcing programme Head of Finance for processing and verification.</p>
<b>6.3</b>	<p><b>Reimbursable Expenses:</b> Permitted Expenses to and from the base location shall be included in the Supplier's submission. Reimbursable expenses are permitted for travel excluding the Base Location (outside of the M25) as per the Statement of Requirements.</p> <p>Expenses are in accordance with Cabinet Office Expenses Policy and following prior approval from the Cabinet Office.</p>
<b>6.4</b>	<p><b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Cabinet Office SSCL Accounts Receivable Team PO Box 221 Thornton-Clevelys, Blackpool FY1 9JN</p>
<b>6.5</b>	<p><b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>For the term of the Call Off Contract from the Call Off Commencement Date</p>
<b>6.6</b>	<p><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)) will be carried out on:</p> <p>Not Applied</p>
<b>6.7</b>	<p><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)):</p> <p>Not Permitted</p>

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<p><b>Estimated Year 1 Call Off Contract Charges:</b></p> <p>The sum of £2,300,000.00 (excluding VAT). This is a call off contract and as such the Customer cannot guarantee volumes of work.</p>
<b>7.2</b>	<p><b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms); In</p> <p>Clause 37.2.1 of the Call Off Terms</p>
<b>7.3</b>	<p><b>Insurance</b> (Clause 38.3 of the Call Off Terms):</p> <p>In Clause 38.3 of the Call Off Terms</p>

## 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>  The following information shall be deemed Commercially Sensitive Information: <ul style="list-style-type: none"> <li>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;</li> <li>any information falling within the definition of "Supplier's Confidential Information.</li> </ul> The duration for which such information shall be confidential is indefinite.

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms):  Recitals B to E  Recital C - date of issue of the Statement of Requirements:  Recital D - date of receipt of Call Off Tender:
<b>10.2</b>	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required
<b>10.3</b>	<b>Security:</b>  Short form security requirements.  CTC security clearance is required as a minimum for those working on site and will be monitored by the Authority.

<b>10.4</b>	<p><b>ICT Policy:</b></p> <p>The Customer requires the Supplier to comply with its ICT policy or any other internal policies other than the Customer's Security Policy.</p> <p>The Customer will draft a protocol that sets out the security controls required, a Security Aspects Letter (SAL), the agreed working practices and data sharing arrangements and the Supplier must be able to demonstrate to the Customer their compliance with these terms with throughout the contract term. Any changes or exemptions to these terms must be agreed by the Customer in writing. prior to going live.</p> <p>The Supplier shall be permitted to use its own IT (e.g. mobile devices and laptops) whilst working on the Customer's site.</p>
<b>10.6</b>	<p><b>Business Continuity &amp; Disaster Recovery:</b></p> <p>Not applied</p> <p><b>Disaster Period:</b></p> <p>For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be Not Applied.</p>
<b>10.8</b>	<p><b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms):</p> <p>In Clause 35.2.3 of the Call Off Terms:</p> <p>REDACTED</p>
<b>10.9</b>	<p><b>Notices</b> (Clause 56.6 of the Call Off Terms):</p> <p><u>Customer's postal address and email address:</u></p> <p>REDACTED</p> <p><u>Supplier's postal address and email address:</u></p> <p>REDACTED</p>
<b>10.10</b>	<p><b>Transparency Reports</b></p> <p>In Call Off Schedule 13 (Transparency Reports)</p>
<b>10.11</b>	<p><b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b></p> <p>Not Applied</p>

<b>10.12</b>	<b>Call Off Tender:</b> See Annex B – Suppliers Tender
<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> In Clause 36.3.2 of the Call Off Terms.
<b>10.14</b>	<b>Staff Transfer</b> Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
<b>10.15</b>	<b>Processing Data</b> Call Off Schedule 17

<b>Contract Reference:</b>	<b>CCCC21B01</b>	
<b>Date:</b>	23 July 2021	
<b>Description Of Authorised Processing</b>	<b>Details</b>	
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation the Customer is the Controller and the Supplier is a Processor of Personal Data under this Call-Off Agreement.	
Use of Personal Data	Providing the Services may involve the processing of personal data. To the extent that is necessary, PWC will be a Processor.	
Duration of the processing	For the duration of the Call-Off Agreement.	
Nature and purposes of the processing	For organising, facilitating and improving training events and knowledge sharing events.	
Type of Personal Data	Full name  Workplace address  Workplace Number  Workplace email address  Job Title or role  Education and Training History  Personal interests  References and Referee details	



	Photographic Facial Image  IP Address  Details of Physical and psychological health or medical condition  Next of Kin & emergency contact details		
Categories of Data Subject	Civil Servants		

## **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	01/09/2021

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

Name and Title	REDACTED
Signature	REDACTED
Date	2/9/2021

## **Annex A – Statement of Requirements**

### **1. PURPOSE**

- 1.1 In February 2019, the Government published the Outsourcing Playbook (“the playbook”) containing 11 key policy reforms, which were collectively aimed at improving the way the central government assesses, procures, and manages public services. The playbook and its implementation across government is overseen by the Sourcing Programme.
- 1.2 Recognising the success of the Outsourcing Playbook, the Sourcing Programme have adopted a similar approach for Construction and infrastructure. This has included the development and publication of a bespoke Construction Playbook in December 2020. The Construction Playbook, which was produced in collaboration with industry, is one of the 4 key pillars of Project Speed and directly supports the Prime Minister’s ambition for Better, Faster, Greener.
- 1.3 External Consultancy services are required to support the implementation of this work. This is necessary to add specialist skills to the programme and in order to both compliment and upskill internal resources.

### **2. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT**

- 3.1 In November 2020, the National Infrastructure Strategy (NIS) was launched, in which the Prime Minister restated the Government’s core purpose of levelling up. Central to achieving this aim is the transformation of the Construction Sector. The Construction Playbook (published in December 2020), sets out the policies and expectations for both the public and private sector. The NIS builds on this and announces that a multi-year implementation of the playbook will happen in order to deliver against the Prime Minister’s commitment.
- 3.2 The Construction Playbook is one pillar of the Sourcing Programme which has been set up to drive improvements across government departments, covering how government departments engage with suppliers, allocate risk and contract for service delivery increases value for money and UK citizens benefit from better public services. This entails close working with government and industry to ensure that policies are correctly formulated, implemented and continuously improved. In order to achieve this there is a continued need for subject matter expertise which can be provided to Departments via training and on the shoulder support on live complex procurements and resolution planning.

### **4. DEFINITIONS**

Expression or Acronym	Definition
CO	Cabinet Office

EFS	Economic and Financial Standing
GMCP	Government Major Contracts Portfolio
NIS	National Infrastructure Strategy
OTSS	On the Shoulder Support
SCM	Should Cost Modelling

## 5. SCOPE OF REQUIREMENT

- 5.1 The Supplier will be required to fulfil the requirements as set out in the section below:

## 6. THE REQUIREMENT

- 6.1 The Sourcing Programme requires support from sector Subject Matter Experts, in implementing all Playbook policy, guidance and best practice tools and techniques across government. This specifically includes:
- 6.1.1 Providing support to the Cabinet Office with implementing the Sourcing Programme outputs, including Playbooks. This is not limited to but includes the Construction Playbook;
  - 6.1.2 Using an analytical approach and skillset to set up the Government Major Contracts Portfolio ("GMCP"). This includes supporting implementation from design to Target Operating Model and then passing knowledge and expertise on to an enduring team which will be set up to manage GMCP;
  - 6.1.3 To provide advice and reports as and when required around programme priorities. This includes ensuring that benefits of outputs are measured and clearly communicated to the Programme team.
- 6.2 Providing Subject Matter Expertise including; commercial, financial, insolvency and modelling, to support the engagement with Departments. This support shall include:
- 6.2.1 Providing input and support to the development of cross government communities of interest and centres of excellence.
  - 6.2.2 Supporting the programme to assist Departments with implementing the Sourcing Playbook and associated policies. This includes providing advice on training materials and presenting them as and when required. For example, on areas where niche areas of expertise are required - for example around Should Cost Modelling (SCM); Economic and Financial Standing (EFS) and KPI reporting;
  - 6.2.3 Provide expertise to deliver On The Shoulder Support (OTSS) in respect to requests coming out of Departments in response to the practical implementation of the playbooks (including Construction);
  - 6.2.4 The Supplier should bring culture change expertise and provide case studies wherever possible to help drive changes throughout Departments - here looking to ensure that innovation is blended effectively with good project management skills;
- Providing advice on digital enablement to support the wider Commercial programme. Specifically, this includes requirements gathering, project management proficiency as well as providing expert

development support for systems to automate activities across the project.

- 6.2.5 Successful Knowledge transfer of all areas whereby the consultant has assisted in the delivery of the services. This can be completed via a workshop, report or presentation.

## **7. KEY MILESTONES AND DELIVERABLES**

- 7.1 During the term, the Supplier must deliver against the scope requirements outlined in section 6 of this document. When being requested to provide one or more of these requirements the key milestones and deliverables will be agreed between the Customer and the Supplier. Thereafter performance against the milestones and deliverables will be monitored as part of the provision of Management Information (section 8) and the monthly reviews (section 18).
- 7.2 Please note that further milestones may be implemented throughout the life of the contract and must be agreed at each phase between the Supplier and the Customer.

## **8. MANAGEMENT INFORMATION/REPORTING**

- 8.1 Under the contract the Supplier will provide weekly update reports on progress which will be used by the contract manager to help to monitor and where necessary challenge performance.
- 8.2 A monthly report on consultancy spend which will be provided to the Sourcing Programme Head of Finance on the last working day of each month.
- 8.3 There will be monthly review meetings with the Programme Director to review outputs and progress and discuss quality issues.
- 8.4 Payment for services would be withheld if the programme was not satisfied with the standard of work, in line with framework terms and conditions.
- 8.5 Knowledge Transfer:
  - 8.5.1 The Customer will agree knowledge transfer targets with the Supplier for each of the requirements (section 6) which are taken forward. The Supplier will report against these targets in the monthly updates reports (para 8.2) and cover performance against them in the monthly review meetings (para 8.3).

## **9. VOLUMES**

- 9.1 The Customer reserves the right to contract with other parties for the goods and services specified in this specification as and when required. This reflects the call off nature of the contract where levels of work cannot be guaranteed.

## **10. CONTINUOUS IMPROVEMENT**

- 10.1. The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 10.2. The Supplier must present new ways of working to the Customer during monthly Contract review meetings.
- 10.3. Changes to the way in which the Services are to be delivered must be brought to the Customer's attention and agreed prior to any changes being implemented.

## **11. SUSTAINABILITY**

- 11.1. Any large Supplier will be expected to utilise the services of smaller associates with specialist knowledge and be expected to clearly demonstrate how this will be done.

## **12. QUALITY**

- 12.1. We require the skills from consultancy professionals with commercial experience in complex Public Sector outsourcing across a range of different public services.
- 12.2. We require the skills from consultancy professionals to provide support when implementing the Construction Playbook, other policy developments and playbook versions for example Technology and Consultancy.
- 12.3. We require specialist skills in sophisticated cost modelling, financial assessment of suppliers, dealing with financial distress events, and knowledge of undertaking market assessments.
- 12.4. We require skills on Corporate Resolution Planning, which is aligned to the existing Resolution Planning activity undertaken by the CO.

## **13. STAFF AND CUSTOMER SERVICE**

- 13.1. The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service. This includes ensuring that work undertaken by the supplier is quality checked and assured at appropriate levels within the organisation.
- 13.2. The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard. As part of this the supplier will ensure that individuals of the required level of representation are made available to attend review meetings and that decisions are made at appropriate levels within the organisation.
- 13.3. The Supplier shall ensure that staff understand the Customer's vision and objectives and will provide excellent customer service to the Customer throughout the duration of the Contract.
- 13.4. The Supplier will look to ensure that it actively considers the wellbeing of both its staff and customers when taking forward requirements.

## **14. SECURITY AND CONFIDENTIALITY REQUIREMENTS**

- 14.1. CTC security clearance is required as a minimum for those working on site and will be monitored by the Customer.

## **15. CONTRACT MANAGEMENT**

- 15.1. A monthly meeting will be held between the supplier, the programme director and the Sourcing programme Head of Finance to monitor performance and progress in addition to the weekly reports set out in 8.1.
- 15.2. Attendance at Contract Review meetings shall be at the Supplier's own expense.

## **16. LOCATION**

- 16.1. The location of the Services will be carried out mainly at 1 Horse Guards Rd, Westminster, London SW1A 2HQ or remotely as and when agreed with the authority (for example to facilitate the working needs in the COVID period). However, there may be travel to other government departments when delivering the subject matter expertise including; Bristol, Birmingham, Leeds, Manchester, Sheffield, Belfast, Glasgow.
- 16.2. Submissions shall be inclusive of costs to any location in central London / within the M25 ("base location").
- 16.3. Any travel outside the base location (outside of the M25) is to be agreed with the project lead and will be chargeable to the authority in accordance with the Cabinet Office Travel and Subsistence Policy.

## **Annex B – Suppliers Tender**

REDACTED