

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

### Order Form

CALL-OFF REFERENCE: **707496452**

THE BUYER: Ministry of Defence, HO Commercial

BUYER ADDRESS Kentigern House, Glasgow G2 8EX

THE SUPPLIER: PricewaterhouseCoopers LLP

SUPPLIER ADDRESS: 1 Embankment Place, London, WC2N 6RH

REGISTRATION NUMBER: OC303525

DUNS NUMBER: 73-336-7952

SID4GOV ID: SQ-XTSV59U/1

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form.

It is essential that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier.

### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 31/03/23 date of issue.

It's issued under the Framework Contract with the reference number RM6187 for the provision of Environmental Management System (816) Guidance Development.

### CALL-OFF LOT(S): Lot 2: Strategy & Policy

### 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) - Mandatory
- Joint Schedule 2 (Variation Form) - Mandatory
- Joint Schedule 3 (Insurance Requirements) - Mandatory
- Joint Schedule 4 (Commercially Sensitive Information) - Mandatory
- Joint Schedule 6 (Key Subcontractors) - Optional
- Joint Schedule 10 (Rectification Plan) - Mandatory
- Joint Schedule 11 (Processing Data) - Mandatory

### **Call-Off Schedules**

- Call-Off Schedule 5 (Pricing Details) - Optional
- Call-Off Schedule 7 (Key Supplier Staff) - Optional
- Call-Off Schedule 9 (Security) - Optional
- Call-Off Schedule 10 (Exit Management) - Optional
- Call-Off Schedule 17 (MOD Terms) - Optional
- Call-Off Schedule 20 (Call-Off Specification) - Optional

4. CCS Core Terms
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:** 31/03/23

**Call-off expiry date:** 31/05/23

**Call-off initial period:** 8 weeks

### **Call-off deliverables:**

Please see attached the SOR, Call off schedule 20.

**Security-** The Contractor shall ensure that all personnel working on the Contract have security clearance.

Short form security requirements apply

### **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:  
£75,000.00 Ex vat

Estimated Year 1 Charges of the Contract- £75,000.00 Ex vat.

### **Call-off charges**

See details in Call-Off Schedule 5 (Pricing Details)

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 - N/A**

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

### **Payment method**

Payment will be made to the Contractor through the MODs CP&F system upon satisfactory completion of each Deliverable.

**Buyer's invoice address**

N/A – CP&F being used to process payments

**FINANCIAL TRANSPARENCY OBJECTIVES**

N/A

**Buyer's authorised representative**

**James Smith**

**Senior Commercial Manager**

[James.smith868@mod.gov.uk](mailto:James.smith868@mod.gov.uk)

**Kentigern house, 65 Brown Street, Glasgow, G2 8EX**

**Buyer's security policy**

Defcon 658 Cyber Risk Assessment Ref: 642460454, Cyber Risk Profile: Very Low

**Supplier's authorised representative**

XX Redacted

Partner, PwC UK LLP

1 Embankment Place London, WC2N 6RH

**Supplier's contract manager**

XX redacted

Senior Manager, PwC UK LLP

1 Embankment Place London, WC2N 6RH

**Progress report frequency**

Please see attached the SOR, Call off schedule 20.

**Progress meeting frequency**

Please see attached the SOR, Call off schedule 20.

**Key staff**

No team members other than the engagement lead and manager listed above are considered 'key' in contractual terms.

**Key subcontractor(s)**

N/A

**Commercially sensitive information**

As per the completed DEFFORM 539a, which was submitted with the Contractor's tender proposal.

**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: XX Redacted

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

Signature: **James Smith (Signed Electronically)**

Name: James Smith

Role: Senior Commercial Officer

Date: 03/04/2023

## Call-Off Schedule 17 (MOD Terms)

### Definitions

- i. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

**"MOD Terms and Conditions"** the terms and conditions listed in this Schedule;

**"MOD Site"** shall include any of Her Majesty's Ships or Vessels and Service Stations;

**"Officer in charge"** shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments;

### 7. Access to MOD sites

- i. The Buyer shall issue passes for those representatives of the Supplier who are approved for admission to the MOD Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Buyer and shall be surrendered on demand or on completion of the supply of the Deliverables.
- ii. The Supplier's representatives, when employed within the boundaries of a MOD Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of staff at that MOD Site. When on board a ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.
- iii. The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a MOD Site. Sleeping accommodation and messing facilities, if required, may be provided by the Buyer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At MOD Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's staff for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible, give his decision before the commencement of this Contract where so asked by the Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Buyer and shall be obtained by the Supplier from the Officer in charge. Such certificate

shall be presented to the Buyer with other evidence relating to the costs of this Contract.

- iv. Where the Supplier's representatives are required by this Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in the Buyer Contract Details. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Buyer shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas, which is necessary for the purpose of this Contract shall be provided wherever possible by the Ministry of Defence , or by the Officer in charge and, where so provided, shall be free of charge.
- v. Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.
- vi. Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc. Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.
- vii. No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.
- viii. The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Buyer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made at the Site to which the Supplier's representatives are attached. All such advances made by the Buyer shall be recovered from the Supplier

## **8. DEFCONS and DEFFORMS**

- i. The DEFCONS and DEFFORMS listed in Annex 1 to this Schedule are incorporated into this Contract.**
  - ii. Where a DEFCON or DEFORM is updated or replaced, the reference shall be taken as referring to the updated or replacement DEFCON or DEFFORM from time to time.
    - iii. In the event of a conflict between any DEFCONS and DEFFORMS listed in the Order Form and the other terms in a Call Off Contract, the DEFCONS and DEFFORMS shall prevail.**
9. **Authorisation by the Crown for use of third party intellectual property rights**
  - i. Notwithstanding any other provisions of the Call Off Contract and for the avoidance of doubt, award of the Call Off Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any such authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

## ANNEX 1 - DEFCONS & DEFFORMS

The full text of Defence Conditions (DEFCONS) and Defence Forms (DEFFORMS) are available electronically via <https://www.gov.uk/acquisition-operating-framework>. The following MOD DEFCONS and DEFFORMs form part of this contract:

### DEFCONS

**DEFCON 005J**

DEFCON 005J (Edn. 11/16) - Unique Identifiers

**DEFCON 129J**

DEFCON 129J (Edn. 11/16) - The Use Of The Electronic Business Delivery Form

**DEFCON 501**

DEFCON 501 (Edn. 11/17) - Definitions and Interpretations

**DEFCON 507**

DEFCON 507 (Edn. 10/18) - Delivery

**DEFCON 514**

DEFCON 514 (Edn. 08/15) - Material Breach

**DEFCON 515**

DEFCON 515 (Edn. 02/17) - Bankruptcy and Insolvency

**DEFCON 518**

DEFCON 518 (Edn. 02/17) - Transfer

**DEFCON 520**

DEFCON 520 (Edn. 05/18) - Corrupt Gifts and Payments of Commission

**DEFCON 522**

DEFCON 522 (Edn. 11/17) - Payment and Recovery of Sums Due

**DEFCON 526**

DEFCON 526 (Edn. 08/02) - Notices

**DEFCON 527**

DEFCON 527 (Edn. 09/97) - Waiver

**DEFCON 531**

DEFCON 531 (Edn. 11/14) - Disclosure of Information

**DEFCON 537**

DEFCON 537 (Edn. 06/02) - Rights of Third Parties

**DEFCON 538**

DEFCON 538 (Edn. 06/02) – Severability

**DEFCON 550**

DEFCON 550 (Edn. 02/14) - Child Labour and Employment Law

**DEFCON 566**

DEFCON 566 (Edn. 12/18) - Change of Control of Contractor

**DEFCON 608**

DEFCON 608 (Edn. 10/14) - Access and Facilities to be Provided by the Contractor

**DEFCON 609**

DEFCON 609 (Edn. 08/18) - Contractor's Records

**DEFCON 632**

DEFCON 632 (Edn. 08/12) - Third Party Intellectual Property - Rights and Restrictions

**DEFCON 656A**

DEFCON 656A (Edn. 08/16) - Termination for Convenience (Contracts Under £5M)

**DEFCON 658**

DEFCON 658 (Edn. 10/17) - Cyber

DEFFORMs (Ministry of Defence Forms)

**DEFFORM 129J**

DEFFORM 129J (Edn 09/17 – The Use of the Electronic Business Delivery Form

# 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

**Department:** HS&EP, COO, MOD  
**Contact:** Alexander Child HS&EP AHd  
**CP&F Buyer & Supplier:** PwC  
**Date:** 29/03/2023

## HS&EP Directorate : Environmental Management System Part 2 SOR

### 1. Background:

The Director HS&EP has responsibility for ensuring that all TLBs across Defence are operating safely and protecting the environment; and are doing so in line with the SoS Policy for Health and Safety. To do so, the D-HS&EP have committed, with the agreement of the Defence Safety and Environmental Committee, and other stakeholders; including the Defence Safety Authority (DSA), to the development and implementation of a risk-based assurance plan, and subsequent scrutineering activities. To undertake such assurance and scrutiny, Defence requires Management Systems to allow its Organisations to fulfil the requirements of Defence Policy, Regulation and Statute.

The D-HS&EP has previously established the Defence Safety Management System (SMS) JSP 815 Part 1 (the standard) and Part 2 (guidance), consisting of 12 Elements and associated expectations. Against each expectation is a series of performance requirements and statements, which demonstrate an increase in conformance levels from 'No' to 'Full' assurance to provide a 'what good looks like' guidance. In addition, and more recently the Defence Environmental Management System (EMS) JSP 816 Part 1 (the Standard) has been developed and published.

The Dir HS&EP seeks support to develop and the JSP 815 Defence Environmental Management System (EMS) Part 2 (guidance)

Where Part 1 (the standard) of both the management systems states **what** needs to be done and provides examples of what good looks like; Part 2 of each is to provide more clarity, guidance, and best practice on **how** the management system implementation can be done to help users meet elements set out in Part 1. Therefore, the Part 2 document format and content needs to follow similar style and align with the elements outlined in Part 1.

### 2. Requirements & Output:

This work scope requires the following activities to be undertaken, with the respective outputs and deliverables noted in each. The below output requirements should be noted as being a 'working schedule', such that as the work progresses, or functional input is provided, some elements of the work required may change in so far as content or focus. Under the sponsorship and lead of the Director HS&EP the authors must:

#### TASK 1: EMS Part 2

- a) Create an EMS Part 2 document using the existing JSP 815 Part 1 twelve element titles as chapter headings with which to draw together information from existing Defence publications (JSP815 Part 2, DSA 01.1, DSA 01.2 series of documents and JSP418) and realigning the content to match the chapter title.
- b) Re-write the chapter content to remove DSA style wording and narrative; identifying 'musts' and 'shoulds' that reflect the Part 1 (Standard) requirements and take into account Defence policy, Regulations and Statute,
- c) Identify and remove duplication of text or intent.
- d) Identify any remaining gaps e.g. where no information currently exists and new information needs to be drafted; or inconsistencies (such as contradictions or conflicts in implementation guidance).
- e) Identify any areas where information does not fit (e.g. information in the DSA documents that does not fit anywhere within the 12 chapters/elements).

Achieving the above by:

- Reviewing the existing Defence Safety and Environmental Management System (JSP 815 Part 1 and Part 2) and utilising existing content from the DSA 01.1, DSA 01.2, JSP 375, 418, DINS and relevant external publications such as RM3 Implementation guidance and ISO Standards where necessary.

To note: JSP 815 Part 1 and Part 2, and JPS816 Part 1 should be used as a guide to the style, and content formatting for JSP 816 Part 2; enabling the two documents to be mutually supportive and user friendly, digestible and applicable to all Defence Organisations, and all individuals who work for, or are affected by Defence activities.

It is envisaged that this work task takes circa 8 weeks. Our request is for work to start on or around the week commencing 31st March 2023, dependent on contractual progress and contractor availability. The calendar target end date is 11th May 2023.

The task will need to be completed by:

- Using subject matter experts with previous Environment Management System development and implementation experience
- making sure that the HS&EP policy is current, legally compliant and fit for purpose across all parts of Defence
- making sure the policy is discussed, developed and drafted so that it drives best practice and continuous improvement in HS&EP across Defence;
- make sure a consultative process is followed so that the views of each Defence organisation are taken into consideration;
- make sure that the latest scientific evidence is obtained from SMEs across Defence, wider Government and/or industry;
- ensuring that recommendations are made to Dir HS&EP at agreed milestone points during the drafting process with agreed deliverables;
- ensuring policy is written in a clear and concise way using simplified English; and
- making sure that equality is considered whilst updating the policy as set out in the [Equality Impact Assessment](#) guidance and that accessibility is considered for publishing on Defnet and Gov.uk.

D-HS&EP will provide the contractor organisation the following documents:

- JSP816 Part 1
- JSP815 Part 1 and Part 2
- The initial high-level mapping of the DSA series of documents against the 12 elements set out in JSP 816 Part 1.

- All the necessary MOD documents (such as JSP 375; JSP 418 and DINS) including all the 'word' versions of DSA 01.1 and DSA 01.2.

### **3. Performance & Deliverables**

This work is urgent in nature, as per the business case provided in support of this request.

The key deliverables are noted in section 2 in detail.

### **4. Location**

This work will take place remotely, unless this cannot be accommodated due to technical reasons.

### **5. Qualifications/experience required**

It is imperative that the contractor/s undertaking this work scope have experience in the creation, development and implementation of safety and/or environmental management systems development or technical systems assessment. Knowledge of ISO 45001 and/or 14001 experience is necessary for each task. This should be in place before the commencement of the contract and the contractor is required to submit details of the relevant SME's for Director HS&EP consideration and approval.

### **6. Reporting/review/progress issues**

HS&EP DHd is responsible for the contracted work scope and will report progress to the Director HS&EP at weekly intervals. It is expected that the contract organisation will report weekly on progress and provide a plan of work to deliver the multiple tasks. As this work is urgent, the contracted organisation is expected to identify concerns or any clarity required around tasks out with the regular weekly meetings so as not to impede progress.

D-HS&EP will provide support to this programme of works as required. A Band B Civil Servant will be responsible for the day-to-day management of this work scope and any contractual support.

### **7. Realistic, timely and measurable Key Performance Indicators (KPIs) against which the deliverables will be judged**

HS&EP Deputy Heads (B1) and their nominated contractual leads will be responsible for the performance management of the contract work and outputs. It is envisaged that the task will take no longer than 8 weeks to deliver final draft documents.

Weekly progress reports/updates will be required by D-HS&EP to enable trouble-shooting if required and ensure the work is kept on-track, and delivers to the quality required to fulfil the contract.

The Director HS&EP is the sponsor/owner of this policy and the HS&EP Functional Delivery Group are responsible for approving the policy prior to publication.

### **8. Security**

Contract organisation will require access to Official Sensitive material, and as such contractor colleagues should have SC clearance to ensure full disclosure of such material as part of colleague interviews, system analysis and background reading.

It is envisaged a MOD email address may be required for contractor colleagues, to allow secure communication between MOD colleagues and contracting individuals.

Physical access to sites is not likely required, however if necessary D-HS&EP will support access as necessary.