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**Call Off Order Form for Management Consultancy Services**

**CCCC21A80 - PROVISION OF CONSULTANCY FOR INDEPENDENT REVIEW OF POST OFFICE’S MULTI YEAR BUSINESS PLAN**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM AND CALL OFF TERMS**

**PART 1 – CALL OFF ORDER FORM**

**SECTION A**

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreementfor the provision of **RM3745** dated 4th September 2017.

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** | **CCCC21A80** |
| **From** | **UK Government Investments Ltd ("CUSTOMER")** |
| **To** | **Bramble Hub Ltd ("SUPPLIER")** |

**SECTION B**

**CALL OFF CONTRACT PERIOD**

|  |  |  |
| --- | --- | --- |
| **1.1.** | **Commencement Date**: | Thursday 3rd June 2021 |
|  | **Expiry Date**:  End date of Initial Period  End date of Extension Period  Minimum written notice to Supplier in respect of extension: | Friday 20th August 2021  Monday 20th December 2021  5 working days |

**SERVICES**

|  |  |  |
| --- | --- | --- |
| **2.1.** | **Services required**:  In Call Off Schedule 2 (Services) | As per Annex A (The Services) attached to this document |

**PROJECT PLAN**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **3.1.** | | **Project Plan**: In Call Off Schedule 4 (Project Plan) | | | | The Supplier shall provide the Customer with a draft Project Plan for Approval within 7 days of the Post Contract Initiation meeting.  This shall be in accordance with those set out in Annex A, (The Services) attached to this document | | | | |
|  | | | | | | | | | | |
|  | **Milestone** | | **Deliverables** | **Duration** | **Milestone Date** | | **Customer**  **Responsibilities** | **Milestone Payments** | **Delay**  **Payments** |  |
|  | |  |  |  | |  |  |  |

**CONTRACT PERFORMANCE**

|  |  |  |
| --- | --- | --- |
| **4.1.** | **Standards**: | Clause 11 (Standards) and the definition of Standards in Call Off Schedule 1 (Definitions) will apply |
| **4.2** | **Service Levels/Service Credits**: | As Per Section 10 of Annex A |
| **4.3** | **Critical Service Level Failure**: | Not applicable |
| **4.4** | **Performance Monitoring:** | As per Annex A |
| **4.5** | **Period for providing Rectification Plan:** | In Clause 39.2.1(a) of the Call Off Terms |

**PERSONNEL**

|  |  |  |
| --- | --- | --- |
| **5.1** | **Key Personnel**: | REDACTED |
|  |  | REDACTED |
|  |  | REDACTED |
| **5.2** | **Relevant Convictions** (Clause 28.2 of the Call Off Terms): | Clause 28.2 of the call Off terms will apply |

**PAYMENT**

|  |  |  |
| --- | --- | --- |
| **6.1** | **Call Off Contract Charges** (including any applicable discount(s), but excluding VAT): | In Annex B (Call Off Charges) attached to this document |
| **6.2** | **Payment terms/profile** (including method of payment e.g. Government  Procurement Card (GPC) or BACS): | Payment will be made following satisfactory delivery of the two Draft Reports and the Final Report. Payment for follow-up work after delivery of the  Final Report will be monthly in arrears.  The payment at each stage will be subject to the delivered work being of meeting UKGI’s aspirations on quality and timings as set out in Sections 8 and 11 of Annex A. Financial penalties may apply otherwise.  Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. |
| **6.3** | **Reimbursable Expenses**: | Not permitted except as provided in Section 15 of Call Off Schedule 2. |
| **6.4** | **Customer billing address** (paragraph  7.6 of Call Off Schedule 3 (Call Off  Contract Charges, Payment and  Invoicing)): | By email to REDACTED |
| **6.5** | **Call Off Contract Charges fixed for**  (paragraph 8.2 of Schedule 3 (Call Off  Contract Charges, Payment and  Invoicing)): | Charges shall remain fixed for the duration of the contract including any extension option exercised by UKGI |
| **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 required |
| **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 |

**LIABILITY AND INSURANCE**

|  |  |  |
| --- | --- | --- |
| **7.1** | **Estimated Year 1 Call Off Contract Charges**: | Charges will be on a daily rate basis as indicated in Annex B (Call Off Charges) to this document |
| **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): | In Clause 38.3 of the Call Off Terms |

**TERMINATION AND EXIT**

|  |  |  |
| --- | --- | --- |
| **8.1** | **Termination on material Default** (Clause 42.2.1(c) of the Call Off Terms)): | In Clause 42.2.1(c) of the Call Off Terms |
| **8.2** | **Termination without cause notice period** (Clause 42.7.1 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 applied |

**SUPPLIER INFORMATION**

|  |  |  |
| --- | --- | --- |
| **9.1** | **Supplier's inspection of Sites, Customer Property and Customer Assets:** | Not Required |
| **9.2** | **Commercially Sensitive Information**: | Detailed costing is commercially sensitive.  The Overall value may be shared. |

**OTHER CALL OFF REQUIREMENTS**

|  |  |  |
| --- | --- | --- |
| **10.1** | **Recitals** (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: | 23rd April 2021  7th May 2021 |
| **10.2** | **Call Off Guarantee (Clause 4 of the Call Off Terms):** | Not Required |
| **10.3** | **Security**: | Short Form Security Requirements |
| **10.4** | **ICT Policy:** | Not applied |
| **10.5** | **Testing**: | Not applicable. |
| **10.6** | **Business Continuity & Disaster Recovery**:  In Call Off Schedule 8 (Business Continuity and Disaster Recovery)  **Disaster Period**:  For the purpose of the definition of  “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be: | In Call Off Schedule 8 (Business  Continuity and Disaster Recovery)  Two weeks |
| **10.7** | NOT USED |  |
| **10.8** | **Protection of Customer Data** (Clause 35.2.3 of the Call Off Terms): | Clause 35.2.3 shall apply |

|  |  |  |
| --- | --- | --- |
| **10.9** | **Notices** (Clause 56.6 of the Call Off Terms):  Customer’s postal address and email address:  Supplier’s postal address and email address: | UK Government Investments Ltd  1 Victoria Street  London SW1H 0TL  Bramble Hub Limited  9e Albert Embankment,  London SE1 7SP |
| **10.10** | **Transparency Reports**  In Call Off Schedule 13 (Transparency Reports) | Not Required |
| **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):** | Not Required |
| **10.12** | **Call Off Tender**:  In Call Off Schedule 16 | In Annex C (Call off Tender) attached to this document |
| **10.13** | **Publicity and Branding (Clause 36.3.2 of the Call Off Terms)** | See Clause 36.3.2. of the Call Off Terms |
| **10.14** | **Staff Transfer**  Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off  Tender). | Not Required |
| **10.15** | **Processing Data** | Call Off Schedule 17 |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | 1. The contact details of the Customer Data Protection Officer is: REDACTED 2. The contact details of the Suppliers Data Protection Officer is: REDACTED 3. The Processor shall comply with any further written instructions with respect to processing by the Controller. 4. Any such further instructions shall be incorporated into this Schedule. 5. For the avoidance of doubt, the Subprocessor for this contract is Interpath Limited. | | | | | |
|  | **Contract**  **Reference:** | CCCC21A80 | | |  |
| **Date:** | **3rd June 2021** | | |
| **Description**  **Of**  **Authorised**  **Processing** |  | **Details** |  |
|  |
| Identity of the Controller and Processor | 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 Award 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 Information Qualifications or certifications  Nationality  Education & training history  Previous work history  Personal Interests  References and referee details  Driving license details  National insurance number  Bank statements  Utility bills  Job title or role  Job application details  Start date  End date & reason for termination |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  |  | Contract type  Compensation data  Photographic facial Image  Biometric data  Birth certificates  IP address  Details of physical and psychological health or medical condition  Next of kin & emergency contact details  Record of absence, time tracking & annual leave | |  |
| Categories of  Data Subject |  | |
|  | | |
| **10.16** | **MOD DEFCONs and DEFFORM**  Call Off Schedule 15 | | | Not Required | |

**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, OPERATIONS DIRECTOR |
| Signature | REDACTED |
| Date | 02/06/2021 |

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

|  |  |
| --- | --- |
| Name and Title | REDACTED, Chief Financial Officer |
| Signature | REDACTED |
| Date | 09/06/2021 |

**ANNEX A – THE SERVICES**

# DEFINITIONS

|  |  |
| --- | --- |
| **Expression or Acronym** | **Definition** |
| 3YP | Three Year Plan |
| The Agent | Crown Commercial Services (CCS) |
| BEIS | Department for Business, Energy and Industrial Strategy |
| EBITDAS | Earnings Before Interest, Tax, Depreciation and Amortisation and Subsidy |
| HMG | Her Majesty’s Government |
| HMT | Her Majesty's Treasury |
| WCF | Working Capital Facility |
| POL | Post Office Limited |
| Potential Supplier | Consultant firms that are bidding for this project |
| SoS | Secretary of State |
| UKGI | UK Government Investments |

# PURPOSE

2.1 The Post Office Limited (POL) is developing its 3-year plan (3YP) which will contain POL’s big strategic decisions and its performance targets and will be the measure of its success or failure. The process to approve this will require significant benchmarking and modelling work to be performed to properly challenge the business plan. Please note that we expect the business plan to be for 3 years, but this may be subject to change depending on the length of Spending Review.

2.2 UK Government Investments (UKGI), which acts as shareholder on behalf of Department for Business, Energy and Industrial Strategy (BEIS), requires consultancy support to ensure that its analysis of POL’s 3YP is aligned with shareholder objectives, based on robust assumptions and is both workable and suitably stretching.

# BACKGROUND TO THE CONTRACTING AUTHORITY

3.1 The Contracting Authority is UKGI.

3.2 UKGI is the Government’s centre of excellence in corporate finance and corporate governance. UKGI work across Government, on some of its most interesting and complex corporate finance and commercial tasks. It works closely with both the private sector and the wider public sector, with regular interaction with ministers, Parliament and Whitehall departments. The Authority was established on 1 April 2016 through the combination of the Shareholder Executive and UK Financial Investments, and is a private limited company wholly owned by HM Treasury (“HMT”).

3.3 UKGI provide a wide variety of corporate finance and corporate governance services to a range of departments across Whitehall.

3.4 UKGI acts as the shareholder representative of POL on behalf of BEIS. This involves leading on the appointments and remuneration processes, constructively challenging POL on its strategic decisions and monitoring its financial and investment performance.

# BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

4.1 POL is both a politically sensitive national institution and a highly commercial conglomerate with annual revenues of approximately £1bn. It has many complex aspects such as the postmaster model and related cost allocations, distributing products on behalf of firms like Bank of Ireland and Royal Mail and delivering a network of 11,500 branches through a franchise model.

4.2 POL will be developing its 3YP which will initially be presented to the Board on 3rd June 2021, with the aim of signing it off at a Board Meeting in August 2021. This will be used to inform any 2021 Spending Review bid in summer/later in 2021 for HMG funding. UKGI’s recommendation to BEIS is an important part of the advice given to ministers and therefore we need to ensure the 3YP is sufficiently challenging and achievable.

4.3 As a result, understanding the capability and opportunities for the organisation will require extensive benchmarking and modelling. This will provide us with reference points for the margins and costs (including IT, operational and capital expenditure) of other similar firms.

4.4 The 3YP comes at an important time for POL and HMG, providing both with an opportunity to apply lessons learnt from responding to the pandemic and to set out a future plan based on robust assumptions. High quality independent advice from consultants will allow HMG to provide rigorous challenge and support on areas of POL’s business plan where an independent consultancy will have more significant expertise than UGKI have in house. It will also underpin POL’s accountability by being used as the basis for regular monitoring of POL’s performance and the awarding of performance related pay.

4.5 UKGI would look to engage in a kick-off meeting with the Potential Supplier to discuss the proposed work below.

# SCOPE OF REQUIREMENT

5.1 The overall scope of this project is for the Potential Supplier to conduct due diligence work on POL’s 3YP, including a quantitative model review, a qualitative review of the forecasts and assumptions that POL have made, and commenting on POL’s plan to effectively monitor and track delivery.

5.2 This external review by the Potential Supplier on POL’s 3YP would strengthen the case that BEIS/POL may choose to put forward for POL’s Spending Review 2021 bid.

# THE REQUIREMENT

6.1 The main output shall be a report by the Potential Supplier to UKGI which provides analysis and commentary on the robustness of the assumptions made in POL’s 3YP model, whether each aspect of the strategic direction is sufficiently challenging, the commercial deliverability of every benefit/outputs, and suggestions for improvement. Please see below the various primary and secondary deliverables that the report, at the very least, should clearly address.

6.2 **Primary Deliverable A**: Conducting an analytical review of the feasibility and extent of challenge in the forecasts and assumptions in POL’s 3YP. This would include any material variances that POL has from the benchmarking data that the Potential

Supplier will provide. Helping UKGI to identify, understand and justify any differences

ahead of negotiations is an important part of this work. Also, Impact of Covid-19 should be clearly reflected where appropriate.

6.3 **Primary Deliverable B**: Commenting on POL’s proposed capital investments and the expected benefits to be derived from them. This will involve analysing the feasibility of the proposed budgets for material projects, their proposed timelines and the deliverability of the benefits for each. In particular, a review of the benefits/outcomes that POL aim to achieve from a particular spending and/or investment proposal, and the metrics against which POL will measure progress towards delivering these outcomes over the 3 years will be required. The Impact of Covid-19 should be clearly reflected where appropriate.

6.4 **Primary Deliverable C**: Reviewing POL’s funding strategy. This will involve analysing the expected cash position, including the security held against POL’s Government loan, based on POL’s profitability and investments. Impact of Covid-19 should be clearly reflected where appropriate.

6.5 **Primary Deliverable D**: Analysis of POL’s uncommercial network of branches. POL receives a Network Subsidy Payment to meet its requirement to maintain these branches. The Potential Supplier will be required to provide analysis on whether the cost of POL’s uncommercial network exceeds the amount of proposed HMG subsidy and is therefore compliant with the principles of the EU-UK Trade Cooperation Agreement. This is a key deliverable and would allow BEIS to develop its key documentation such as the Funding Agreement which dictates the Access Criteria and 11,500 branch thresholds that POL must adhere to. An understanding of POL’s central cost allocation methodology will be required which POL and/or UKGI will be able to assist with. Also, Impact of Covid-19 should be clearly reflected where appropriate.

6.6 **Primary Deliverable E**: Commentary on strategic options available to POL. Based on its analysis, the benchmarking data, and wider professional experience, the Potential Supplier will be required to comment on where, in their view, POL is currently inefficient (e.g. in reducing costs, increasing revenue, allocating capital) and how it can improve to achieve commercial efficiency (e.g. how reinvested profits can best be utilised). This may include an analysis of the strategic options available to POL, such as whether to make any acquisitions, disposals or material investments. These options will be non-binding and are only to help UKGI help deliver its shareholder responsibility of challenging POL to reduce and address inefficiencies in its business model. Impact of Covid-19 should be clearly reflected where appropriate.

6.7 **Secondary Deliverable A**: Benchmarking data. The Potential Supplier should analyse, for each of POL’s business areas, the main cost drivers (e.g. IT, HR, finance, head office etc.), capital expenditure areas, revenue streams and their contribution to overheads, cash flows, funding requirements and benchmark these against other similar firms (e.g. Mails providers, Financial Services/Insurance providers, retail franchises, foreign currency providers, etc.) to generate relevant reference points to help conduct the analysis. In particular, this benchmarking data should explicitly set out how the impact of Covid-19 on POL’s business segments has been factored in. The Potential Supplier should include this data as a separate section in the final report to UKGI. Relevant information from this data set should underpin and also be included when addressing the various deliverables described in this section.

6.8 **Secondary Deliverable B**: The Potential Supplier will conduct and report on a quantitative model review of POL’s 3YP to ensure that the formulas and hard coded data entry have been correctly inputted and that there are no material errors.

6.9 The Potential Supplier should incorporate, as a minimum, these 7 deliverables into one report to be presented to both POL and UKGI/BEIS.

6.10 The Potential Supplier should also be available for follow-ups and questions during the Spending Review negotiation phase. Please note that the timing of the Spending Review 2021 is not confirmed yet, therefore the negotiation phase can either be Summer or later in 2021.

# KEY MILESTONES AND DELIVERABLES

7.1 The following Contract milestones/deliverables shall apply:

|  |  |  |
| --- | --- | --- |
| **Milestone/ Deliverable** | **Description** | **Timeframe or Delivery Date** |
| 1. | Post Contract Project Initiation Meeting | Within 7 days of notice of Contract Award |
| 2. | Project Plan to be produced by the Supplier and circulated to UKGI along with a draft Service Level Agreement for consideration | Within 7 days of the Post Contract Initiation meeting |
| 3. | The Buyer to review and amend/confirm suitability of project plan and Service Level Agreement to the Supplier | Within 5 days of the submission of the project plan |
| 4. | Regular Progress meetings to ensure  project on track and escalate concerns/issues and pre-empt potential problems. Assign specific  task responsibility | As agreed with the buyer and supplier in the Service Level Agreement. |
| 5. | Progress internal meeting with the project teams to discuss the outcome of the supplier meeting ahead of the next meeting and any suggestions, actions necessary and assign specific task responsibility | Before the next Regular progress meeting with the Supplier and no later than 5 days after the Regular Progress Meeting. |
| 6. | Identify any known dependencies where the supplier is reliant on the action of the Buyer or vice versa to progress and review weekly. | Weekly email of tasks due, actions and dependencies and timeframes to ensure project kept on track. |
| 7 | First draft report to UKGI addressing  the primary and secondary deliverables described above | Mid-July 2021 |
| 8 | Review sessions with UKGI on key  findings of the first draft | Ad-hoc meetings from mid to end-July  2021 |
| 9 | Second draft report to UKGI addressing the primary and secondary deliverables described above | End July 2021 |
| 10 | Review sessions with UKGI on key findings of the report | Ad-hoc meetings from end-July to mid-  August 2021 |
| 11 | Final report to UKGI addressing the primary and secondary deliverables described above | By mid-August 2021 |

# QUALITY

8.1 As set out in para 6.1, the overall aim of the final report should provide the Potential Supplier’s analysis on the deliverability and accuracy of POL’s assumptions, forecasts and strategic vision. It should also provide, where appropriate, innovative solutions on where things can be improved, and constructive challenge where POL’s analysis may be lacking.

8.2 The final report will allow UKGI to be able to confidently comment on the robustness and commercial deliverability of POL’s plans to the BEIS Secretary of State (SoS). In addition, this work will eventually help POL to have a robust multi-year business plan to execute.

8.3 The Potential Supplier shall provide a project plan of action following the Post Award Contract Initiation Meeting. This will include, but not be limited to, the key milestones and deliverables within this tender, and any other actions identified at the meeting to take this project from award to delivery of the report.

8.4 The Potential Supplier shall also provide a Service Level Agreement/terms of reference to the Authority following the Post Award Contract Initiation Meeting of agreed timeframes for the tasks and actions assigned to them as part of the project plan to ensure timely delivery of the project outcome. As an Annex to this, the supplier shall provide the Authority with a copy of their professional code of conduct and overview of their business continuity policy for information purposes.

8.5 The potential Supplier shall ensure that all staff assigned to the contract have the relevant experience and knowledge to deliver the outcomes of this contract to the required standard, with a minimal amount of rework.

8.6 The Potential Supplier shall provide a sufficient level of resource throughout the duration of the contract in order to consistently deliver a quality service.

8.7 The Potential Supplier shall ensure that its staff understand the Authority’s vision and objectives and will provide excellent customer service to the Authority throughout the duration of the contract.

8.8 The Potential Supplier shall ensure that they solicit and incorporate regular feedback to defined timelines from UKGI, POL and BEIS throughout the project but with particular reference to the early drafts into the final report.

8.9 The Potential Supplier should ensure that they leverage their commercial expertise and act as a “constructive critical friend” by challenging and scrutinising the POL commercial assumptions in a detailed, evidence-based manner, and if not considered necessary to detail their rationale.

8.10 The potential Supplier will be expected to add value in areas where it holds expertise and incorporate this into the service level agreement and project plan. This should include, but not be limited to the Potential Supplier’s experience and knowledge acquired by working with a variety of firms to address commercial deliverability issues across diverse industries, access to latest market intelligence, training and development of its own team, use of latest technologies, leading business forecast methodologies etc.

8.11 The potential Supplier shall work in collaboration with the Authority and be jointly invested in the success of the project. This should be reflected in the Service Level Agreement and project plan in the measures they propose to ensure they provide clear, comprehensive and evidence-based analysis and advice on the commercial viability of the POL Business Plan and ,where applicable, provides improvement with appropriately detailed rationale.

8.12 The Supplier is responsible for ensuring that all Benchmarking data for this project is sufficiently detailed and based on relevant comparable companies and include cost drivers, capital expenditure areas, revenue streams and the contribution to overheads, cash flow and funding requirements. The potential supplier is responsible for defining the comparators, the rationale and methodology used.

8.13 The Supplier is responsible for ensuring that they provide more than a simple factual analysis. The commentary provided should include a comprehensive and insightful dialogue on the scale, viability, achievability and sensibility of the POL’s proposals

8.14 The Supplier is responsible for providing analysis of POL’s strategic options is nonbiased and evidence-based on their professional opinion, detailing full definitions, assumptions, parameters and the wider market and economy. Where appropriate, the report should clearly incorporate the view of the Potential Supplier on the impact of Covid 19 on POL’s business segments and the robustness of POL’s assumptions.

# PRICE

9.1 Pricing for the deliverables listed will be on the basis of a weighted rate card.

9.2 Prices are to be submitted via the e-Sourcing Suite using the Attachment 4 – Price Schedule, including showing the resourcing build-up to support your prices. Prices should exclude VAT, but include all other expenses relating to Contract delivery.

# SERVICE LEVELS AND PERFORMANCE

10.1 The Authority will measure the performance and quality of the Potential Supplier’s delivery throughout the duration of this contract and retrospectively upon competition. Delivery will be measured by the attainment of the following performance indicators and in accordance with the parameters of the Service Level Agreement and Project Plan to be agreed between the Potential Supplier and The Authority at the Post Contract Award Initiation Meeting (Section 7 – Key Milestones and Deliverables refers).

|  |  |  |  |
| --- | --- | --- | --- |
| KPI/SLA | Service Area | KPI/SLA description | Target |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1 | Quality of  analysis in  Reports | | Each draft report and the final report to deliver a clear, comprehensive and evidencebased analysis and research in accordance with the parameters of the Service Level Agreement and Project plan.  Each version of the report should address each deliverable in turn and demonstrate clear advancement from the last draft based on Authority and/or Stakeholder feedback. | 100% of reports to do this. |
| 3 | Quality of  analysis – Impact of Covid  19 | | Report drafts and final to provide evidence to show clear consideration of any assumptions, expected benefits, timeline that may or may not have an actual or expected impact on  POL’s business segments and wider economy as a consequence of the Covid 19 Global Pandemic. | 100% of reports, draft reports to include and support with evidence. |
| 4 | Quality of  analysis - Supplier  Understanding of the scope and aims of the project | | Potential Supplier to deliver on the requirements of Service Levels Agreements as agreed with UKGI | 100% compliance with agreed Service Level Agreements |
| 5 | Delivery | | First draft Report to be signed off by the Senior Partner mid-July  (for all primary and secondary  Deliverables) | 100%  Milestone  Payment linked to achievement of this target. |
| 6 | Delivery | | Second draft Report to be signed off by the Senior Partner end-July  (for all primary and secondary  Deliverables) | 100%  Milestone Payment to be linked to achievement of this target. |
| 7 | Delivery |  | The final report and supporting analysis are to be completed and agreed with the Senior Partner and key stakeholders by midAugust. | 100%  Milestone Payment to be linked to achievement of this target. |
| 8 | Project  Progress  Management | / | The Potential Supplier will attend weekly meetings or calls to discuss the development of the report in order to ensure collaborative working and to maintain project governance. | 100% Attendance at weekly meeting |
| 9 | Project  Progress  Management | / | Potential Supplier will flag any issues or areas of concern to  UKGI at the earliest opportunity. | Issues or areas of concern to be communicated to UKGI swiftly and through any appropriate medium (for e.g. via emails or telephone conversation).  The  Potential Supplier will not wait for the weekly meetings or calls to inform UKGI. |

# PERFORMANCE FAILURE REMEDY

11.1 In the event of failure to meet the performance indicators in the table in Section 10 and/or the Service Level Agreement/Project Plan, the Contracting Authority shall require the Supplier to perform the following remedial activities;

11.1.1 Perform a root cause analysis to learn from and remedy the issue.

11.1.2 Create and implement a remediation plan

11.1.3 Escalate plan to senior stakeholders

11.1.4 Update the Authority with the causes and the steps taken to remedy the fault.

# PAYMENT AND INVOICING

12.1 Payment will be made following satisfactory delivery of the two Draft Reports and the Final Report. Payment for follow-up work after delivery of the Final Report will be monthly in arrears.

12.2 The payment at each stage will be subject to the delivered work being of meeting UKGI’s aspirations on quality and timings as set out in Sections 8 and 11 above. Financial penalties may apply otherwise.

12.3 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

12.4 Invoices should be submitted electronically to UKGIFinance@ukgi.org.uk.

# CONTRACT MANAGEMENT

13.1 The Potential Supplier must be clear and upfront with UKGI around any overspends throughout the course of the project.

13.2 Timesheets will be presented and reviewed at each weekly performance meeting.

13.3 The Potential Supplier must regularly update UKGI on its progress with its work and be ready to have progress meetings before scheduled meetings with POL take place.

13.4 The Authority will closely monitor cost on this requirement and at two (2) spend milestones – one (1) at the end of June (approximately halfway to contract end) and following each draft’s submission- the Potential Supplier to assess work prioritisation and resources allocated against remaining budget.

13.5 UKGI may decide to push back the draft and final report due dates depending on the timing of the Spending Review.

# SUSTAINABILITY

14.1 The Potential Supplier should minimise energy, transport emissions (by using public transport where possible), water and waste associated with the services delivered under this requirement.

# LOCATION

15.1 The location will be determined by HMG’s Covid-19 guidelines. Services will primarily be carried out at the Potential Supplier’s offices. Subject to HMG’s Covid-19 Guidelines, meetings will be required during the contract period at either UKGI, 1 Victoria Street, London SW1H 0ET (which will be the base location). Alternatively meetings may be held at POL, 20 Finsbury Dials, London EC2Y 9AQ.

15.2 Daily rates offered will need to be inclusive of T&S to the base locations outlined above.

15.3 Travel to any other venues than those in 15.1 will need to be approved by the Authority prior to any travel arrangements being booked.

15.4 For any pre-approved travel, the Authority will pay reasonable out of pocket travel and subsistence expenses (using the most economical mode of transport), properly and necessarily incurred in the performance of the services. The expenses will be calculated at the rates, and in accordance with the UKGI Travel & Subsistence policy.

## ANNEX B: CALL OFF CHARGES

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REDACTED

## ANNEX C: CALL OFF TENDER

REDACTED