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**Call Off Order Form for Management Consultancy Services – Lot 2: Finance**

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

12/08/2013

**FRAMEWORK SCHEDULE 4**

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

12/08/2013

**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** | **TIS0461** |
| **From** | **The Insolvency Service****16th Floor,** **1 Westfield Avenue****Stratford****London****E20 1HZ,****("CUSTOMER")** |
| **To** | **Deloitte LLP** **1 New Street Square****London****EC4A 3HQ** **("SUPPLIER")** |

**SECTION B**

**call off contract period**

|  |  |
| --- | --- |
|  | **Commencement Date**: 14th July 2021 |
|  | **Expiry Date**: 28th February 2022**End date of Extension Period**: N/A |

**Services**

|  |  |
| --- | --- |
| **2.1.**  | **Services required**: In Call Off Schedule 2 (Services)The Customer requires the Supplier to provide additional expert resource to provide input into and co-ordination of the upcoming Spending Review submission which will clearly set out the financial investment required to support the investment projects that support the ongoing Customer strategy whilst maintaining business as usual.The submission will require baselining ongoing activity over 3-5 years, mini business cases for investment projects as well as information related to savings options and spend related to ministerial commitment in excess of baseline funding. |

**PROJECT Plan**

|  |  |
| --- | --- |
| **3.1.**  | **Project Plan**: The Spending Review (SR) has not yet been announced by HM Treasury (HMT) so the Supplier will need to allow some flexibility over timescales and specific requirements for deliverables until the Customer receives the commission for BEIS and HMRC. The Customer anticipates the likely requirements will need the Supplier to provide expert advice and guidance to help the Customer develop the underpinning data, shape the SR submission documentation and to coordinate input to the process from a range of stakeholders. The SR products are likely to include:Baseline funding requirements for the Customer to continue to perform its statutory duties and to meet ministerial targets across a 4-5 year horizon;Savings options to provide efficiencies across a range of stipulated scenarios;Additional funding required to deliver additional ministerial commitments above baseline activity;A range of mini-business cases to request funding for the Customer’s strategic investment programme, clearly articulating the rationale for change and financial and non-financial benefits.The submission will contain key documents providing the supporting narrative to our request for additional resources. It will clearly demonstrate the relationship between funding and outcomes, highlight the alignment of the Customer’s proposals with wider government objectives and the public value framework and highlight the benefits to be delivered, with clear categorisation of identifiable benefits between those which are cost releasing and those which improve efficiency and service outputs and the experience for the Customer’s customers.The Customer’s responsibilities that will support the Supplier to achieve the following milestones are set out in section 10.11. |
|

|  |  |  |
| --- | --- | --- |
| **Milestone** | **Description** | **Timeframe** |
| 1 | Identify key stakeholders and contacts and produce a delivery plan for the preparation for and delivery of the CSR21 submissions to BEIS and HMRC | Within week 1 of Contract Signature |
| 2 | Plan and manage the production of baseline income and funding and expenditure requirements across the SR period | Jul-21 |
| 3 | Plan and manage the production of viable efficiency and savings options across the agency’s operational and corporate functions | Jul-21 |
| 4 | Plan and manage the process to identify and quantify unavoidable budget pressures against baseline across the SR period and translate into SR documentation format | Jul-21 |
| 5 | Plan and manage the process to quantify ORS funding requirement across each of the SR period years and develop the SR funding request. | Jul-21 |
| 6 | Plan and manage the process to update SR20 Investment templates and create new ones as required to reflect latest project and strategy programme information and funding requirements and convert into SR21 format as required | Jul-21 |
| 7 | Review documentation prepared by the Authority and using skills and expertise advise how content and/or presentation could be improved to better align with SR guidance from HMT, BEIS and HMRC to improve quality of documentation. | Aug-21 |
| 8 | Compile first version of SR21 submission, secure approval from SR ELT subgroup and issue to BEIS and HMRC by required deadline | Aug-21 |
| 9 | Acting on feedback from BEIS and HMRC plan and manage the advised changes to the SR documentation and underpinning data | Aug-21 |
| 10 | Source responses to queries about the submission from BEIS and HMRC and HMT and provide to SR approval group. | Sep-21 |

**contract performance**

|  |  |
| --- | --- |
| **4.1.**  | **Standards**:The Supplier’s staff shall, as a minimum, be BPSS cleared. |
| **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  |

**personnel**

|  |  |
| --- | --- |
| **5.1** | **Key Personnel**: For the Supplier:REDACTED – Project Partner, REDACTEDREDACTED – Project DirectorREDACTED will set strategic direction for the team and facilitate key sessions with senior stakeholders and external government bodies.REDACTED - Project ManagerREDACTED will lead the team on a day-to-day basis, developing the narrative and working closely with senior stakeholders to ensure buy-in and sign off.REDACTED / REDACTED / REDACTED: Core TeamThe core team will support narrative through analysis, modelling and sensitivities, liaising with the business to populate submission templates and prepare material for working sessions.The Supplier will also facilitate access to a panel of Subject Matter Experts (SMEs) across the following areas. They will include these individuals or equivalents depending on your requirements.- WORKFORCE: REDACTED- INSOLVENCY: REDACTED- BUSINESS CASES: REDACTED- COSTING & EFFICIENCY: REDACTED- ECONOMIST: REDACTED- DIGITAL TRANSFORMATION: REDACTED- FINANCIAL REPORTING: REDACTEDContingency for Supplier Key Personnel:REDACTEDKey Personnel in contingency roles are to cover absences. Named individuals, including SMEs, may change due to unforeseen circumstances. **For the Customer:**REDACTED – Head of Strategic FinanceREDACTED – Director of Finance & CommercialREDACTED – Commercial Business Partner |
| **5.2** | **Relevant Convictions** (Clause 28.2 of the Call Off Terms):Not applicable |

**PAYMENT**

|  |  |
| --- | --- |
| **6.1** | **Call Off Contract Charges** (including any applicable discount(s), but excluding VAT): **Maximum Contract Value: £450,000.00.** See the Annexes to Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) for the full cost breakdown of the initial scope of work, £179,000, and Supplier Rate Card for subsequent call-offs up to the maximum contract value. |
| **6.2** | **Payment terms/profile** (including method of payment e.g. Government Procurement Card (GPC) or BACS):In Call Off Schedule 3 |
| **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)):The Insolvency Service16th Floor1 Westfield AvenueStratfordLondonE20 1HZUnited Kingdompayments@insolvency.gov.uk |
| **6.5** | **Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):For the duration of the Call OffContract from the Call Off Commencement Date |
| **6.6** | **Supplier periodic assessment of Call Off Contract Charges** (paragraph 9.2 ofCall 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 |

**LIABILITY and insurance**

|  |  |
| --- | --- |
| **7.1** | **Estimated Year 1 Call Off Contract Charges**:The sum of £450,000.00 |
| **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) |

**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 Applicable  |
| **9.2** | **Commercially Sensitive Information**:The following information of the Supplier is Commercially Sensitive for a period of 7 years from the end of the contract.* All documentation relating to the Supplier’s pricing and financial modelling including the basis on which the final price is calculated.
* Information relating to our cost base.
* All documentation relating to third parties including, but not limited to, credentials and references for work for other clients.
* Personal information relating to individuals including, but not limited to CVs, pen portraits and client contact details.
* All documentation relating to benchmarking exercises based upon third party data.
* Information relating to Deloitte’s business plans, strategy and competitive position and approach.
* Approach and methodologies.
* Information on our insurance and accounts that has not been subject to public reporting.
 |

**OTHER CALL OFF REQUIREMENTS**

|  |  |
| --- | --- |
| **10.1** | **Recitals** (in preamble to the Call Off Terms):Recitals B to ERecital C - date of issue of the Statement of Requirements:24/05/21Recital D - date of receipt of Call Off Tender: 11/06/21 |
| **10.2** | **Call Off Guarantee (Clause 4 of the Call Off Terms):**Not required |
| **10.3** | **Security**:Select short form security requirementsANDSecurity PolicyThe Supplier’s staff shall, as a minimum, be BPSS cleared. |
| **10.4** | **ICT Policy:**Not applied |
| **10.5** | **Testing**: Not applied |
| **10.6** | **Business Continuity & Disaster Recovery**: Not used |
| **10.7** | NOT USED |
| **10.8** | **Protection of Customer Data** (Clause 35.2.3 of the Call Off Terms) |
| **10.9** | **Notices** (Clause 56.6 of the Call Off Terms):Customer’s postal address and email address: Commercial@insolvency.gov.uk**16th Floor,** **1 Westfield Avenue****Stratford****London****E20 1HZ,**Supplier’s postal address and email address:  REDACTED    1 New Street Square, London, EC4A 3HQ  |
| **10.10** | **Transparency Reports**Not used |
| 10.11 | **Alternative and/or additional provisions:**REDACTED  |
| **10.12** | **Call Off Tender**:In Call Off Schedule 16  |
| **10.13** | **Publicity and Branding (Clause 36.3.2 of the Call Off Terms)**see Clause 36.3 of the Call Off Terms |
| **10.14** | **Staff Transfer**Not used |
| **10.15** | **Processing Data**Not used |
| **10.16** | **MOD DEFCONs and DEFFORM**Not Used |

**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 |  |
| **For and on behalf of the Customer:** |
| Name and Title | REDACTED  |
| Signature | REDACTED |
| Date |  |

**CALL-OFF SCHEDULE 2: SERVICES**

**Annex 1: The Services**

# PURPOSE

## The Customer requires additional expert resource to provide input into and co-ordination of the upcoming Spending Review (SR) submission which will clearly set out the financial investment required to support the investment projects that support the ongoing Agency strategy while maintaining business as usual.

## The submission will require baselining ongoing activity over 3-5 years, mini business cases for investment projects as well as information related to savings options and spend related to ministerial commitment in excess of baseline funding.

## The detailed requirements and format for the SR submission cannot be confirmed until the review is formally announced, and commissions issued to departments, however they are likely to include details as per 1.2 above.

# OVERVIEW of the services

## The Supplier will co-ordinate and provide expert input into the Customer’s Spending Review submissions to BEIS and HMRC. The submission will consist of a range of documents which set out the Customer’s baseline funding requirements, its response to efficiency challenges and additional funding needed to respond to new ministerial commitments and to continue to invest in its transformational change programme.

## The SR submission will directly support delivery of the Customer’s ongoing strategic projects by making the case for funding to continue with the current transformational activity which will shape the way the Customer works in the future resulting in improved service delivery and better outcomes as well as outlining the scope and timescales for the delivery of efficiencies and help to deliver a financially sustainable operation.

## The Supplier will be responsible for supporting production of Spending Review submissions by coordinating activity and input from stakeholders across the organisation, ensuring plans to produce supporting information are in place, roles and responsibilities are understood and that the submission documents are produced on time and are of the required quality.

## The Spending Review submissions will clearly set out the financial investment required to support the investment projects that will implement the Customer strategy, the funds needed to take forward the Customer’s priorities and to also continue delivering the Customers services in the best way they can. This will inform the Customer’s submission to BEIS and HMRC for the 2021 Spending Round and will need to cover both resource and capital funding requirements.

## The spending review has not yet been announced by HM Treasury, but the Customer expects the exercise to run over the summer, starting in July 2021 through to a final draft submission date during September 2021, so the Supplier will need to allow some flexibility over timescales and specific requirements for deliverables until the Agency receives the commission for BEIS and HMRC.

# definitions

|  |  |
| --- | --- |
| Expression or Acronym | Definition |
| SR | Means Spending Review |
| BEIS | means Department for Business, Energy & Industrial Strategy |
| HMT | means Her Majesty’s Treasury |
| HMRC | Means Her Majesty’s Revenue & Customs |

# scope of the services

## The Spending Review (SR) has not yet been announced by HM Treasury (HMT) so the Supplier will need to allow some flexibility over timescales and specific requirements for deliverables until the Agency receives the commission for BEIS and HMRC. Based on experience however, the Customer can anticipate the likely shape of the requirements and the Supplier will need to provide expert advice and guidance to help the Authority develop the underpinning data, shape the SR submission documentation and to coordinate input to the process from a range of stakeholders. The Customer expects the SR products to include:

### Baseline funding requirements for the Customer to continue to perform its statutory duties and to meet ministerial targets across a 4-5 year horizon;

### Savings options to provide efficiencies across a range of stipulated scenarios;

### Additional funding required to deliver additional ministerial commitments above baseline activity;

### A range of mini-business cases to request funding for the Customer’s strategic investment programme, clearly articulating the rationale for change and financial and non-financial benefits.

## The submission will contain key documents providing the supporting narrative to the Customers request for additional resources. It will clearly demonstrate the relationship between funding and outcomes, highlight the alignment of the Customers proposals with wider government objectives and the public value framework and highlight the benefits to be delivered, with clear categorisation of identifiable benefits between those which are cost releasing and those which improve efficiency and service outputs and the experience for our customers.

# The SERVICES

## The Supplier will be responsible for supporting production of SR submissions by planning and coordinating activity and input from stakeholders across the organisation, producing and agreeing plans to produce the SR supporting information and documentation, ensuring roles and responsibilities are assigned and understood and that the submission documents are produced on time and are of the required quality.

## The Supplier will produce an SR delivery plan which will identify the information required to inform the SR documentation, the resources across operations and the corporate centre required to produce it, allocate roles and responsibilities and assign timelines for production of information and documentation to align with deadlines for submissions set by BEIS and HMT.

## The Supplier will coordinate production of the information and documentation and monitor and report progress against the plan, reporting risks to delivery as they are identified and formally reporting progress weekly.

## The Supplier will also critically review the information and documentation produced and use its skills and experience to advise on format, drafting and content of the documentation, recommending improvements to ensure production of a compelling, cohesive narrative with clear articulation of alignment to BEIS and HMRC objectives and wider government priorities, and applying advice provided by BEIS and HMRC to support completion of ALB submissions.

## The SR submission document set will be a range of documents including spreadsheets and templates, supported by a professionally drafted narrative document which clearly sets out the Customer’s funding requirements over the SR period with clearly defined assumptions, benefits and impact presented in a clear and persuasive way. Suppliers key responsibilities during the process shall include:

### Co-ordinating the collation of Information on projected caseload submissions and income levels over the Spending Review Period;

### Working with the Customer Executive Leadership Team, the Board, and other corporate contributors to identify priorities for the Customer over the SR Period and the specific funding needs associated with these;

### Working with corporate contributors to ensure the associated costs and benefits of these priorities are clearly identified and that alignment of these priorities with the Customer Strategy is explained;

### Work with corporate contributors to build a baseline for the SR using information from the existing 21-22 budget but also reflecting changes required to this as a result of Covid-19 and its ongoing impact on caseloads and fee income;

### Work with corporate contributors to develop a number of planning scenarios based on potential funding cuts, caseload volumes and to produce a narrative on the business impact of these changes in funding;

### Work with corporate contributors to identify and cost additional delivery requirements to meet ministerial commitments and requirements which cannot be met within business as usual activity and baseline resource and funding levels;

### Collate information on ongoing business critical projects over the SR period, the funding requirements of these, details of why the projects are required and the impact of not proceedings with these. This will include ongoing portfolio projects and distinct funding requirements for instance in relation to RPS, Breathing Space, replacement of legacy system;

### Assist the Customer in calculating and articulating the benefits of the current and future strategic projects in order to support the case for investment in transformational activity which will deliver a more financially sustainable Agency.

## The duration of the contract will be directly aligned to the SR timeline so until announced dates remain subject to change. However, the expected period of the main body of this Call Off contract is expected to run from July 2021 until September 2021.

## In addition, this Call Off contract will include a further period of 5 months during which the Supplier may be asked to provide further services in support of the Agency’s financial objectives. These services will be requested on an as need basis using a call-off process.

### .

# key milestones

## The Supplier should note the following project milestones that the Customer will measure the quality of delivery against:

|  |  |  |
| --- | --- | --- |
| **Milestone** | **Description** | **Timeframe** |
| 1 | Identify key stakeholders and contacts and produce a delivery plan for the preparation for and delivery of the CSR21 submissions to BEIS and HMRC | Within week 1 of Contract Signature |
| 2 | Plan and manage the production of baseline income and funding and expenditure requirements across the SR period | Jul-21 |
| 3 | Plan and manage the production of viable efficiency and savings options across the agency’s operational and corporate functions | Jul-21 |
| 4 | Plan and manage the process to identify and quantify unavoidable budget pressures against baseline across the SR period and translate into SR documentation format | Jul-21 |
| 5 | Plan and manage the process to quantify ORS funding requirement across each of the SR period years and develop the SR funding request. | Jul-21 |
| 6 | Plan and manage the process to update SR20 Investment templates and create new ones as required to reflect latest project and strategy programme information and funding requirements and convert into SR21 format as required | Jul-21 |
| 7 | Review documentation prepared by the Authority and using skills and expertise advise how content and/or presentation could be improved to better align with SR guidance from HMT, BEIS and HMRC to improve quality of documentation. | Aug-21 |
| 8 | Compile first version of SR21 submission, secure approval from SR ELT subgroup and issue to BEIS and HMRC by required deadline | Aug-21 |
| 9 | Acting on feedback from BEIS and HMRC plan and manage the advised changes to the SR documentation and underpinning data | Aug-21 |
| 10 | Source responses to queries about the submission from BEIS and HMRC and HMT and provide to SR approval group. | Sep-21 |

#

## The Customer will support the Supplier to achieve these milestones by fulfilling their responsibilities set out in section 10.11 of the Order Form.

# Customer’s responsibilities

## The Customer will be responsible for convening appropriate SR governance and for approving SR documentation before submission to BEIS and HMRC. It will also be responsible for making available internal resources with the essential business skills and knowledge needed to support the SR process and develop and draft the SR submission documentation.

# reporting

## Primary contacts for reporting will be Strategic Finance Team and the nominated SR ELT subgroup which will include Chief Executive and Finance Director. However the Customer’s Executive Committee will require briefing on all returns to BEIS/HMT and additional steers on content of said submissions are likely to arise from those discussions.

## Weekly reports on progress prepared by Supplier and presented to core SR delivery team led by Head of Strategic Finance.

## The Supplier will report weekly on progress against agreed plan using appropriate reporting tools and format.

## As a minimum the report will:

### Report resources consumed and cost incurred in the reporting period;

### Report progress against plan and milestones;

### Identify any risks to delivery and proposed mitigations to bring delivery back within time and quality requirements.

# continuous improvement

## The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

## 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.

# STAFF AND CUSTOMER SERVICE

## The Customer requires the Supplier to provide a sufficient level of resource throughout the duration of the Spending Review Support Contract in order to consistently deliver a quality service to all Parties.

## The Supplier’s staff assigned to the Spending Review Support Contract shall have the relevant qualifications and experience to deliver the Contract.

## 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.

## Where changes in delivery dates imposed by HM Treasury, BEIS or HMRC affect current delivery plans, the Supplier shall respond by agreeing revised plans for submission of documentation with the Customer to meet the new deadlines

## Supplier Core Team

* REDACTED**:** Project Director - REDACTED will set strategic direction for the team and facilitate key sessions with senior stakeholders and external government bodies. Contingency: REDACTED
* REDACTED**:** Project Manager
REDACTED will lead the team on a day-to-day basis, developing the narrative and working closely with senior stakeholders to ensure buy-in and sign off. Contingency: REDACTED
* REDACTED Core Team
The core team will support narrative through analysis, modelling and sensitivities, liaising with the business to populate submission templates and prepare material for working sessions. Contingency: REDACTED
* REDACTED**:** PARTNER, REDACTED

The Supplier has reviewed the availability of the above team and will use its resource scheduling system to book them through the required period. The team combines continuity from previous work with new team members, to ensure capacity throughout, considering:

* Planned holidays
* Ability to cover additional hours in key periods to turn around submissions and feedback quickly

In the event of any unplanned absences (e.g. sickness or resignation) REDACTED, supported by REDACTED will:

* In key senior roles, redeploy specific identified contingency team members with the right skills
* In other roles, engage with our scheduling team to interrogate our resourcing database and provide suitably qualified resources, also leveraging REDACTED influence as a senior partner
* provide up to 5 working days handover period between outgoing and incoming resource, to facilitate seamless knowledge transfer, at our own cost.

The Supplier will also facilitate access for the Authority to a panel of subject matter experts, comprising:

* **WORKFORCE:** REDACTED
* **INSOLVENCY:** REDACTED
* **BUSINESS CASES:** REDACTED
* **COSTING & EFFICIENCY:** REDACTED
* **ECONOMIST:** REDACTED
* **DIGITAL TRANSFORMATION:** REDACTED
* **FINANCIAL REPORTING:** REDACTED

Key Personnel in contingency roles are to cover absences. Named individuals may change due to unforeseen circumstances.

# service levels and performance

## The Customer will measure the quality of the Supplier’s delivery by:

|  |  |  |  |
| --- | --- | --- | --- |
| KPI/SLA | Service Area | KPI/SLA description | Target |
| 1 | Service Quality | Supplier team to have required skills and experience to deliver the contracted services  | 100% |
| 2 | Service Quality | Supplier team to provide continuity of grade, experience and expertise of personnel across contract period. | 100% |
| 3 | Delivery Timescales | All SR documents to be provided to ELT approval group for review and agreement two days before submission deadlines to BEIS and HMRC. | 100% |

## The Customer will support the Supplier to achieve these KPIs/ SLAs by fulfilling their responsibilities set out in section 10.11 of the Order Form.

# intellectual property rights (ipr)

## All submissions and supporting documentation produced for the Authority during execution of the contract will remain the property of the Authority.

# Location

## The location of the Services will be carried out remotely, but there may be a requirement for the Supplier to attend Customer premises during the course of the Call-Off Contract. The Specific locations are: Cannon House Birmingham & Stratford 1 Westfield. Travel and Subsistence shall be payable at the Authority rates should delivery be required at the Authority premises.

# Call-Off SCHEDULE 3: CALL OFF CONTRACT CHARGES, PAYMENT AND INVOICING

DEFINITIONS

* 1. The following terms used in this Call Off Schedule 3 shall have the following meaning:

|  |  |
| --- | --- |
| "Reimbursable Expenses” | 1. means the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Customer's expenses policy current from time to time, but not including:
	1. travel expenses incurred as a result of Supplier Personnel travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Customer otherwise agrees in advance in writing; and
	2. subsistence expenses incurred by Supplier Personnel whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
 |
| "Review Adjustment Date" | 1. has the meaning given to it in paragraph 10.1.2 of this Call Off Schedule 3;
 |
| "Supporting Documentation" | 1. means sufficient information in writing to enable the Customer to reasonably to assess whether the Call Off Contract Charges, Reimbursable Expenses and other sums due from the Customer under this Call Off Contract detailed in the information are properly payable.
 |

GENERAL PROVISIONS

* 1. This Call Off Schedule 3 details:
		1. the Call Off Contract Charges for the Services under this Call Off Contract; and
		2. the payment terms/profile for the Call Off Contract Charges;
		3. the invoicing procedure; and
		4. the procedure applicable to any adjustments of the Call Off Contract Charges.

CALL OFF CONTRACT CHARGES

* 1. The Call Off Contract Charges which are applicable to this Call Off Contract are set out in Annex 1 of this Call Off Schedule 3.
	2. The Supplier acknowledges and agrees that:
		1. in accordance with paragraph 2 (General Provisions) of Framework Schedule 3 (Framework Prices and Charging Structure), the Call Off Contract Charges can in no event exceed the Framework Prices set out in Annex 3 to Framework Schedule 3 (Framework Prices and Charging Structure); and
		2. subject to paragraph 8 of this Call Off Schedule 3 (Adjustment of Call Off Contract Charges), the Call Off Contract Charges cannot be increased during the Call Off Contract Period.

COSTS AND EXPENSES

* 1. Except as expressly set out in paragraph 5 of this Call Off Schedule 3(Reimbursable Expenses),] the Call Off Contract Charges include all costs and expenses relating to the Services and/or the Supplier’s performance of its obligations under this Call Off Contract and no further amounts shall be payable by the Customer to the Supplier in respect of such performance, including in respect of matters such as:
		1. any incidental expenses that the Supplier incurs, including travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs required by the Supplier Personnel, network or data interchange costs or other telecommunications charges; or
		2. any amount for any services provided or costs incurred by the Supplier prior to the Call Off Commencement Date.

REIMBURSEABLE EXPENSES

* 1. If the Customer has so specified in the Call Off Order Form, the Supplier shall be entitled to be reimbursed by the Customer for Reimbursable Expenses (in addition to being paid the relevant Call Off Contract Charges under this Call Off Contract), provided that such Reimbursable Expenses are supported by Supporting Documentation. The Customer shall provide a copy of their current expenses policy to the Supplier upon request.

PAYMENT TERMS/PAYMENT PROFILE

* 1. The payment terms/profile which are applicable to this Call Off Contract are set out in Annex 2 of this Call Off Schedule 3.

INVOICING PROCEDURE

* 1. The Customer shall pay all sums properly due and payable to the Supplier in cleared funds within thirty (30) days of receipt of a Valid Invoice, submitted to the address specified by the Customer in paragraph 7.6 of this Call Off Schedule 3 and in accordance with the provisions of this Call Off Contract.
	2. The Supplier shall ensure that each invoice (whether submitted electronically through a purchase-to-pay (P2P) automated system (or similar) or in a paper form, as the Customer may specify (but, in respect of paper form, subject to paragraph 7.3 below)):
		1. contains:
			1. all appropriate references, including the unique order reference number set out in the Call Off Order Form;and
			2. a detailed breakdown of the Delivered Services, including the Milestone(s) (if any) and Deliverable(s) within this Call Off Contract to which the Delivered Services relate, against the applicable due and payable Call Off Contract Charges; and
		2. shows separately:
			1. NOT USED;
			2. the VAT added to the due and payable Call Off Contract Charges in accordance with Clause 24.2.1 of this Call Off Contract (VAT) and the tax point date relating to the rate of VAT shown; and
		3. is exclusive of any Management Charge (and the Supplier shall not attempt to increase the Call Off Contract Charges or otherwise recover from the Customer as a surcharge the Management Charge levied on it by the Authority); and
		4. it is supported by any other documentation reasonably required by the Customer to substantiate that the invoice is a Valid Invoice.
	3. If the Customer is a Central Government Body, the Customer’s right to request paper form invoicing shall be subject to procurement policy note 11/15 (available at [https://www.gov.uk/government/uploads/system/uploads/attachment\_data/file/437471/PPN\_e-invoicing.pdf)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/437471/PPN_e-invoicing.pdf%29)), which sets out the policy in respect of unstructured electronic invoices submitted by the Supplier to the Customer (as may be amended from time to time).
	4. The Supplier shall accept the Government Procurement Card as a means of payment for the Services where such card is agreed with the Customer to be a suitable means of payment. The Supplier shall be solely liable to pay any merchant fee levied for using the Government Procurement Card and shall not be entitled to recover this charge from the Customer.
	5. All payments due by one Party to the other shall be made within thirty (30) days of receipt of a Valid Invoice unless otherwise specified in this Call Off Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.
	6. The Supplier shall submit invoices directly to the Customer’s billing address set out in the Call Off Order Form.

ADJUSTMENT OF CALL OFF CONTRACT CHARGES

* 1. The Call Off Contract Charges shall only be varied:
		1. due to a Specific Change in Law in relation to which the Parties agree that a change is required to all or part of the Call Off Contract Charges in accordance with Clause 23.2 of this Call Off Contract (Legislative Change);
		2. in accordance with Clause 24.1.4 of this Call Off Contract (Call Off Contract Charges and Payment) where all or part of the Call Off Contract Charges are reduced as a result of a reduction in the Framework Prices;
		3. where all or part of the Call Off Contract Charges are reduced as a result of a review of the Call Off Contract Charges in accordance with Clause 19 of this Call Off Contract (Continuous Improvement);
		4. where all or part of the Call Off Contract Charges are reduced as a result of a review of Call Off Contract Charges in accordance with Clause 26 of this Call Off Contract (Benchmarking);
		5. where all or part of the Call Off Contract Charges are reviewed and reduced in accordance with paragraph 9 of this Call Off Schedule 3;
		6. where a review and increase of Call Off Contract Charges is requested by the Supplier and Approved, in accordance with the provisions of paragraph 10 of this Call Off Schedule 3; or
	2. Subject to paragraphs 8.1.1 to 8.1.5 of this Call Off Schedule 3, the Call Off Contract Charges will remain fixed for the number of Contract Years specified in the Call Off Order Form.

SUPPLIER PERIODIC ASSESSMENT OF CALL OFF CONTRACT CHARGES

* 1. Every six (6) Months during the Call Off Contract Period, the Supplier shall assess the level of the Call Off Contract Charges to consider whether it is able to reduce them.
	2. Such assessments by the Supplier under paragraph 9 of this Call Off Schedule 3 shall be carried out on the dates specified in the Call Off Order Form in each Contract Year (or in the event that such dates do not, in any Contract Year, fall on a Working Day, on the next Working Day following such dates). To the extent that the Supplier is able to decrease all or part of the Call Off Contract Charges it shall promptly notify the Customer in writing and such reduction shall be implemented in accordance with paragraph 12.1.5 of this Call Off Schedule 3 below.

SUPPLIER REQUEST FOR INCREASE OF THE CALL OFF CONTRACT CHARGES

* 1. If the Customer has so specified in the Call Off Order Form, the Supplier may request an increase in all or part of the Call Off Contract Charges in accordance with the remaining provisions of this paragraph 10 subject always to:
		1. paragraph 3.2 of this Call Off Schedule 3;
		2. the Supplier's request being submitted in writing at least three (3) Months before the effective date for the proposed increase in the relevant Call Off Contract Charges ("**Review Adjustment Date**") which shall be subject to paragraph 10.2 of this Call Off Schedule 3; and
		3. the Approval of the Customer which shall be granted in the Customer’s sole discretion.
	2. The earliest Review Adjustment Date will be the first (1st) Working Day following the anniversary of the Call Off Commencement Date after the expiry of the period specified in paragraph 8.2 of this Schedule 3 during which the Contract Charges shall remain fixed (and no review under this paragraph 10 is permitted). Thereafter any subsequent increase to any of the Call Off Contract Charges in accordance with this paragraph 10 of this Call Off Schedule 3 shall not occur before the anniversary of the previous Review Adjustment Date during the Call Off Contract Period.
	3. To make a request for an increase of some or all of the Call Off Contract Charges in accordance with this paragraph 10, the Supplier shall provide the Customer with:
		1. a list of the Call Off Contract Charges it wishes to review;
		2. for each of the Call Off Contract Charges under review, written evidence of the justification for the requested increase including:
			1. a breakdown of the profit and cost components that comprise the relevant Call Off Contract Charge;
			2. details of the movement in the different identified cost components of the relevant Call Off Contract Charge;
			3. reasons for the movement in the different identified cost components of the relevant Call Off Contract Charge;
			4. evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components; and
			5. evidence that the Supplier’s profit component of the relevant Call Off Contract Charge is no greater than that applying to Call Off Contract Charges using the same pricing mechanism as at the Call Off Commencement Date.

 NOT USED

IMPLEMENTATION OF ADJUSTED CALL OFF CONTRACT CHARGES

* 1. Variations in accordance with the provisions of this Call Off Schedule 3 to all or part the Call Off Contract Charges (as the case may be) shall be made by the Customer to take effect:
		1. in accordance with Clause 23.2 of this Call Off Contract (Legislative Change) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.1 of this Call Off Schedule 3;
		2. in accordance with Clause 24.1.4 of this Call Off Contract (Call Off Contract Charges and Payment) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.2 of this Call Off Schedule 3;
		3. in accordance with Clause 19 of this Call Off Contract (Continuous Improvement) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.3 of this Call Off Schedule 3;
		4. in accordance with Clause 26 of this Call Off Contract (Benchmarking) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.4 of this Call Off Schedule 3;
		5. on the dates specified in the Call Off Order Form where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.5 of this Call Off Schedule 3;
		6. on the Review Adjustment Date where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.6 of this Call Off Schedule 3;

and the Parties shall amend the Call Off Contract Charges shown in Annex 1 to this Call Off Schedule 3 to reflect such variations.

# ANNEX 1: CALL OFF CONTRACT CHARGES

# Refer to paragraph 6.1 of the Call Off Order Form

# Contract Duration

# This Call Off Contract is for 3 months of Spending Review consultancy initially with potential for further Call Offs after the initial term to support outcomes of the SR process until the contract expiry date.

# TABLE 1: SUPPLIER PERSONNEL RATE CARD FOR CALCULATION OF initial COSTS RELATING TO SPENDING REVIEW CONSULTANCY.

## REDACTED

## REDACTED

## **TABLE 2: SUPPLIER PERSONNEL RATE CARD FOR CALCULATION OF FRAMEWORK PRICES, FOR FURTHER CALLS OFFS TO THIS CONTRACT OUTSIDE OF THE INITIAL CONSULTANCY COSTED IN TABLE 1 ABOVE.**

|  |
| --- |
| Appendix E - Pricing Schedule |
| Procurement Title: Financial Consultancy – Spending Review Support |
| Procurement reference: TIS0461 |
| Lot number: 2 |
| Pricing Element: Rate Card |
| **Role Descriptor** | **Rate Card** |
| **Partner / Director Accountant / Auditor** | REDACTED |
| **Managing Accountant / Auditor** | REDACTED |
| **Principal Accountant Auditor** | REDACTED |
| **Senior Accountant / Auditor** | REDACTED |
| **Accountant / Auditor** | REDACTED |
| **Junior Accountant / Auditor**  | REDACTED |

# ANNEX 2: PAYMENT TERMS/PROFILE

# Refer to paragraph 6.2 of the Call Off Order Form

# Contract Duration and costs

# This Call Off Contract is for 3 months of Spending Review consultancy initially with potential for further Call Offs up to 5 months after the initial term to support outcomes of the SR process.

# payment

## Payment can only be made following satisfactory delivery of Services outlined within this Call-Off Contract. Payment shall be Monthly in arrears.

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

## Invoices must reference the Purchase Order Number and Contract Reference Number; ‘TIS0461’ and sent to payments@insolvency.gov.uk

## **CALL-OFF SCHEDULE 16: CALL OFF TENDER**

## See also paragraph 10.12 of the Call Off Order Form

## TIS0461 Appendix C Statement of Requirements – SR Consultancy v3.0

## REDACTED

## TIS0461 Appendix D – Response Guidance – SR Consultancy v1.0

## REDACTED

## **Deloitte LLP Response to Invitation to Tender:**

## TIS0461 Appendix E – Pricing Schedule FINALv3.0

## REDACTED

## Deloitte LLP Capability 4.1 v1.0

## REDACTED

## Deloitte LLP Capability 4.2 v1.0

## REDACTED

## Deloitte LLP Experience 5.1 v1.0

## REDACTED

## Deloitte LLP Experience 5.2 v1.0

## REDACTED