# Call Off Order Form for Management Consultancy Services

# PART 1 – CALL OFF ORDER FORM

### **SECTION A**

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of Management Consultancy Services dated **04 September 2018**.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Template Call Off Order Form and the Call Off Terms.

Order Number	CPD044/122/075
From	Ministry of Housing, Communities & Local Government 2 Marsham Street, Westminster, London SW1P 4DF ("CUSTOMER")
То	Deloitte LLP 1 New Street Square, London EC4A 3BF ("SUPPLIER")
Date	26 <sup>th</sup> July 2021 ("DATE")

### SECTION B

### 1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 26 <sup>th</sup> July 2021
1.2.	Expiry Date:
	End date of Initial Period: 25 <sup>th</sup> July 2023
	End date of Extension Period: 25 <sup>th</sup> July 2024
	Minimum written notice to Supplier in respect of extension: 3 months

## 2. SERVICES

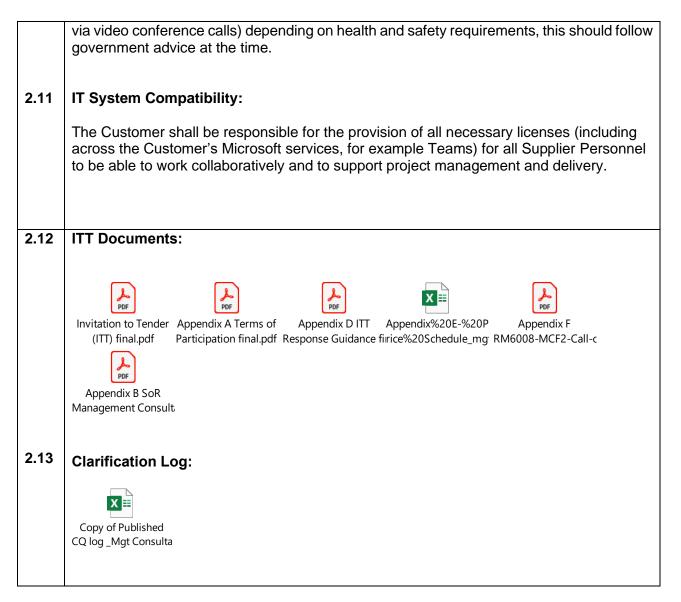
2.1	Services required:					
	The Services could include but are not limited to:					
	Data Analysis, Modelling and Business Case support					
	<ul> <li>Business analysts</li> </ul>					
	<ul> <li>Financial analysis and modelling</li> </ul>					
	<ul> <li>Data analysis and modelling</li> </ul>					
	<ul> <li>Organisational and Process design and mobilisation</li> </ul>					
	<ul> <li>Expertise in behavioural and customer insights</li> </ul>					
	<ul> <li>End-to-end customer journey design and user mapping</li> </ul>					
	<ul> <li>Organisational design and expertise in scheme mobilisation</li> </ul>					
	o Business service process design for outsourced delivery including					
	commercial design and operational system integration.					
	<ul> <li>Governance design</li> <li>IT/Distribution of the standard standard</li></ul>					
	<ul> <li>IT/Digital Technical, Systems and Delivery Model design, build and integration</li> </ul>					
	integration Project and Programme Management					
	<ul> <li>Project and Programme Management         <ul> <li>Project and Programme Management</li> </ul> </li> </ul>					
	<ul> <li>PMO Support</li> </ul>					
	<ul> <li>Delivery and Risk management</li> </ul>					
	Additional capabilities					
	<ul> <li>Commercial and regulatory advice on loan book servicing and management</li> </ul>					
	including credit, cash accounting and collection services.					
	<ul> <li>Housing finance market testing and analysis</li> </ul>					
	<ul> <li>Legal and regulatory (FCA and State Aid) advice, as relevant to the scope</li> </ul>					
	of the workstreams					
	<ul> <li>Procurement support for negotiated procedures, including development and build of complex neuropation procedures.</li> </ul>					
	build of complex payment mechanisms, associated financial response templates, and accompanying ITT documentation.					
	* full details referenced in Appendix B Statement of Requirements, sub-section 2.12 ITT					
	documents					
2.2	Commissioning Statements Of Work (SoW) Under This Call Off Order:					
	The Supplier will be required to work on the basis of an activity-based structure. This means					
	that the Customer will define a SoW and associated deliverables which will be documented					
	in a SoW. The Customer will raise a SoW.					
	After issuing the SoW, the Customer will also arrange a Supplier briefing which will provide					
	an opportunity for clarifications, following which the Supplier will provide a fully costed					
	proposal within 3 business days.					
	The Supplier's proposal shall include an estimation of time, technical and professional					
	capabilities, and resources required to deliver against that SoW, in line with the pricing and					
	rating structure proposed during the tender process.					
	Following submission of the Supplier's proposal, the Customer and the Supplier shall					
	discuss and agree:					
	<ul> <li>The SoW including the activities, interaction with other Customer programmes</li> </ul>					
	and required workstreams;					

	<ul> <li>The skills and experience required to deliver the SoW;</li> </ul>			
	<ul> <li>The Supplier team including management, grades, experience and named individuals;</li> </ul>			
	<ul> <li>The indicative timeline for the SoW including key milestones and indicative</li> </ul>			
	<ul><li>delivery dates;</li><li>The indicative fee to deliver the Statement of Work and the basis for charging</li></ul>			
	e.g., time and materials or fixed fee;			
	The key assumptions that could impact the delivery of the SoW;			
	<ul> <li>The ways of working required to successfully deliver the SoW;</li> <li>The deliverables to be produced;</li> </ul>			
	<ul> <li>The deriverables to be produced,</li> <li>The interaction with the Customer and other stakeholders required for</li> </ul>			
	successful delivery of the SoW;			
	<ul> <li>The form of handover, transition and knowledge transfer required by the Customer;</li> </ul>			
	<ul> <li>The SoW documentation which shall record these points.</li> </ul>			
	Each SoW will therefore, be confirmed on a call-off basis following receipt of an acceptable Supplier proposal against the SoW.			
	The Customer expects that the deliverables from each SoW will help define subsequent SoWs.			
	The SoWs will mainly be raised to detail the support required by the policy initiatives within the scope described in section 4 of the ITT.			
	Performance Indicators will be set out within each individual SoW.			
	Before the work detailed in any SoW can be commenced, the Supplier must first receive approval from an appropriately authorised Department representative or board. The Customer shall identify the Deputy Director to communicate this approval.			
2.3	Confidentiality:			
	As this project is not yet in the public domain, it is vitally important that the Supplier does not share any details concerning this project with others, either inside or outside of their organisation, except on a strictly need-to-know basis. Framework contractors are required by the terms of the framework agreement to maintain confidentiality throughout the procurement and contracting process. All information provided by the Customer will be treated as confidential.			
	Nothing in this document shall prevent the Customer:			
	17.2.1 disclosing any Confidential Information provided by the Supplier for the purpose of:			
	<ul> <li>17.2.1.1 any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the MHCLG has used respect its resources; or disclosing any Confidential Information: - <ul> <li>(a) to Parliament or any Parliamentary Committee or any other department, office or agency of the Crown;</li> <li>(b) in response to Freedom of Information requests</li> </ul></li></ul>			

	where, in its absolute discretion, the Customer deems the disclosure to be in accordance with the Freedom of Information Act (FOIA); or (c) to any person engaged in providing any services to the MHCLG for any purpose relating to or ancillary to this Agreement or Crown Commercial Services.
2.4	Conflict of Interest:
	The Supplier confirms that there is no conflict of interest with the Customer. The Supplier's detailed approach to managing conflict can be found in Questionnaire 2 of the submission.
	The Customer confirms that the Supplier will not automatically preclude themselves from bidding for future procurements either as a sole entity or as part of another organisation.
	The Supplier's intention to bid for any future procurements will be brought to the Customers attention at the earliest opportunity and prior to any work commencing. The Customer will ensure that the appropriate ethical walls are put in place.
2.5	Management Information, Reporting And Contract Management:
	Each SoW will include any specific management information and/or reporting requirements. In addition, senior Supplier staff may also be required to support meetings with Ministers and senior officials.
	<ul> <li>The Supplier shall provide a weekly report and attend a progress meeting with the Customer which shall cover, at a minimum:</li> <li>The work completed within that week;</li> <li>The work anticipated for the week ahead;</li> <li>The time and resource spent within the week and to date against the contract;</li> <li>Any issues or escalations (unless urgent, in which case, they should be raised at an appropriate time within the week).</li> </ul>
	The Supplier shall identify a sufficiently senior supplier point of contact for day-to-day enquiries, with a nominated deputy to act in their absence.
2.6	Customer's Responsibilities:
	The Customer knows that the development and delivery of the detailed Services will need timely department input including the following roles:
	<ul> <li>SRO: Overall responsibility for the delivery of the design to the required standard and the preparation of necessary supporting plans.</li> <li>Service/Process Owners: Responsible for the input to the design of the key in-scope activities, and responsible for signing these off as complete as part of preparation for delivery.</li> <li>Contract/commercial management: Oversight of commercial aspects and involvement in commercial discussions with third party delivery partners.</li> </ul>

	In any circumstances were engagement with stakeholders or potential suppliers is likely to be sensitive or attract media and parliamentary attention, the Customer will provide clear guidance on lines to take and whether support from officials is also required. Similarly, the department will take the lead with respect to all media handling.			
	In addition to the above the Customer will take responsibility for:			
	<ul> <li>Ensuring wherever possible that timely decisions are provided.</li> <li>Providing at the start of the contract or SoW, whichever is most applicable:</li> </ul>			
	<ul> <li>All relevant data, information and completed work that will be needed by the Supplier to undertake their work</li> </ul>			
	<ul> <li>Any Department specific requirements or standards relating to data protection and handling</li> </ul>			
2.7	• Access to department systems for nominated Supplier staff.			
	In all phases of delivery, the Supplier shall be required to take account of the requirements of the social value model.			
	The Supplier's tender response included two commitments:			
	<ul> <li>C1: Operate all call-offs under this framework on a carbon neutral basis (MAC 4.1); and</li> </ul>			
	• C2: Offering training opportunities to staff as part of the tender (MAC 4.2)			
2.8	Continuous Improvement:			
	The Supplier should present any proposed changes to the project methodology to the Customer during monthly update meetings with the Contract Manager.			
	Changes to the way in which the Services are to be delivered, including proposed replacement of key supplier staff, must be brought to the Customer's attention and agreed prior to any changes being implemented.			
2.9	Security And Confidentiality Requirements:			
	The Supplier acknowledges that through participation in the Framework Agreement, the Supplier may have access to and receive personally identifiable and/or financial information regarding Applicants and other parties (as defined in the ITT). The Supplier agrees to maintain the confidentiality of such information and shall not use, disclose, furnish or make accessible such information to anyone other than authorised employees and agents of the supplier as necessary to carry out the Supplier's obligations under the Framework Agreement and Schedule 14, Clauses 5 and 58 of CCS Framework Contract RM6008 shall apply to any resultant contract.			
2.10	Base Location:			
	Services will be carried out at the Customer's premises, the Suppliers own premises and			

Services will be carried out at the Customer's premises, the Suppliers own premises and at locations agreed, as required. Some services may need to be carried out remotely (e.g.



# 3. PROJECT PLAN

3.1.	Project Plan: N/A

## 4. CONTRACT PERFORMANCE

4.1.	Standards:	Not applicable.
4.2	Service Levels/Service Credits:	Not applicable.
4.3	Critical Service Level Failure:	Not applicable.

4.4	Performance Monitoring:		omer will me s delivery.	easure the quality of	the
		Du     th     ta     ar     m     St     Kl     Su     pr	etailed KPIs e Supplier a ble included nd/or SLAs the easure the c atement of V PIs will be ag upplier exert ovides a sig	and targets will be a t the start of each So below is indicative of he Customer will ado quality of delivery with Work. greed and applied wh s significant control of nificant level of inputs	W. The of the KPIs opt to nin each nere the over or into the
		KPI/SLA	SERVICE AREA	KPI/SLA DESCRIPTION	TARGET
		1	Mobilisation	Supplier is expected to mobilise within maximum of 1 week of refining and agreeing the SoW	Mobilisation expected within 1 week of agreement of SoW
		2	Quality	Deliverables and outputs produced by supplier will be of a sufficient quality to be accepted by the Customer.	To be Agreed in each statement of work
		3	Timeliness	Agreed deliverables & milestones will meet the delivery date agreed with the Customer.	To be Agreed in each statement of work
		4	Timeliness	Supplier will respond to queries within an agreed timeframe with the Customer. Query response timeframe may differ depending on whether it is related to FOI, Ministerial or Parliamentary.	To be Agreed in each statement of work
		5	Contractual	Supplier will meet agreed targets throughout delivery relating to key areas listed below:	To be Agreed in each statement of work
				<ul> <li>Resource management</li> <li>Forecast and spending</li> </ul>	

				<ul> <li>Regular reporting</li> <li>Variation</li> </ul>	
		6	Working Rhythm	Supplier will show regular progress on outputs and status in line with working rhythm agreed with the Customer.	To be Agreed in each statement of work
		STAFF A	ND CUSTO	MER SERVICE	
		delivery I target c complete The Cust Technica	by assessin lates, appiness of infor omer will ta Steering G	asure the quality of th g each task, includ ropriateness of m mation and readabilit the account of the v Groups or Oversight to the supplier.	ing meeting nethodology, ty of reports. iews of any
			toward	required to report achievement of p	
		contracte	d outputs, a	at if the Supplier fain a performance review an early termination of	v may apply
4.5	Period for providing Rectification	Plan:			
	The period of ten (10) Working Day days	ys in Claus	se 39.2.1(a)	shall be amended to	o 5 Working

# 5. PERSONNEL

5.1	Key Personnel:
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms):
	N/A

# 6. PAYMENT

6.1	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):
	In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
	• The Supplier's rate shall be used to price the charges associated with each work package. The day rates exclude VAT and expenses for travel to locations other than those named as Base Locations in this Call Off Order.
	Attendance at Contract Review meetings shall be at the Supplier's own expense.

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	• The Supplier's Partner time and Managing Director time will be pro-bono.					
	The Supplier's does not expect to deploy Junior Consultant's.					
	* full details of the discounts that the Supplier applied to the framework rates is referenced in Appendix E Questionnaire 8 Pricing, Sub-Section 10.12 Call Off Tender					
6.2	<b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):					
	In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).					
	Payment and Invoicing terms including the pricing and payment mechanism for each Statement of Work under this Call Off Order will be agreed by the parties for each Statement of Work on a case-by-case basis. This will be agreed in advance of the Supplier starting work and incurring costs.					
	The parties will agree the basis for invoicing for each work package.					
	Payment of Invoices follow a process of checking and approval; timeframe is subject to agreement with the Contract Manager.					
	Payment can only be made following satisfactory delivery of pre-agreed certified deliverables and Milestones. Depending on the duration of particular SoWs, it is recognised that the Supplier may want to agree an appropriate payment schedule with the Customer.					
	Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. The Purchase Order (PO) number must be included when the Invoice is submitted.					
6.3	Reimbursable Expenses:					
	Permitted					
6.4	<b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):					
	MHCLG FSSD CP2P Team					
	4th Floor					
	High Trees					
	Hillfield Road					
	Hemel Hempstead					
	HP24XN					
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):24 months Call Off Contract Years from the Call Off Commencement Date					

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:	
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):	Not Permitted

# 7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges:	To be agreed for individual works orders (under this contract)
7.2	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms);	37.2.1 applied individually to each work order under this contract.
7.3	<b>Insurance</b> (Clause 38.3 of the Call Off Terms):	Professional Indemnity Insurance £5m (Period following completion of the Services or earlier termination – 6 years)
		12 months Employer's Liability Insurance (As required under Framework Schedule 14 Annex 1 Part C)
		12 months Public Liability Insurance (As required under Framework Schedule 14 Annex 1 Part A)

# 8. TERMINATION AND EXIT

8.1	<b>Termination on material Default</b> (Clause 42.2 of the Call Off Terms)):	In Clause 42.2.1(c) of the Call Off Terms
8.2	<b>Termination without cause notice</b> <b>period</b> (Clause 42.7 of the Call Off Terms):	In Clause 42.7 of the Call Off Terms

8.3	Undisputed Sums Limit:	In Clause 43.1.1 of the Call Off Terms
8.4	Exit Management:	Not applied

### 9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets:	Not applicable
9.2	Commercially Sensitive Information:	<ul> <li>The Supplier considers the following information to be commercially sensitive:</li> <li>Information relating to the pricing and financial modelling, including the basis on which the final price is calculated All documentation relating to third parties including, credentials and references for work for other clients</li> <li>Personal information relating to individuals including CVs, pen portraits and client contact details</li> <li>Information relating to Supplier's business plans, strategy and competitive position</li> <li>Approach and methodologies</li> <li>Information on the Supplier's insurance and accounts that have not been subject to public reporting.</li> </ul>
9.3	Assumptions	Referenced in Supplier's tender response Questionnaires 4-7(Appendix MCF framework working assumption) *Sub-Section 10.12 Call Off Tender

# **10. OTHER CALL OFF REQUIREMENTS**

10.1	<b>Recitals</b> (in preamble to the Call Off Terms):	Recital C - Date of issue of the Statement of Requirements:
	Recitals B to E	30 <sup>th</sup> June 2021
		Recital D - Date of receipt of the Call Off Tender:
		14 <sup>th</sup> July 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
10.6	Business Continuity & Disaster Recovery:	Not applied
10.7	NOT USED	
10.8	<b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms):	Not applicable
10.9	Notices (Clause 56.6 of the Call	Roxanne Ohene
	Off Terms):	2 Marsham Street, Westminster, London SW1P 4DF
	Customer's postal address and email address:	Roxanne.Ohene@communities.gov.uk
	Supplier's postal address and email address:	1 New Street Square, London EC4A 3BF
10.10	Transparency Reports	Not applicable
	In Call Off Schedule 13 (Transparency Reports)	
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:	Not applicable
10.12	Call Off Tender:	Supplier Tender:
	In Schedule 16 (Call Off Tender)	<ul> <li>Questionnaire 1: Key Participation Requirements</li> <li>Questionnaire 2: Conflict of Interest</li> <li>Questionnaire 3: Information</li> <li>Questionnaires 4-7: SoW 1&amp;3, Pipeline, Capabilities, Resources, Social Value</li> <li>Questionnaire 8: Price</li> </ul>
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms)	Applicable

10.14	Staff Transfer	Ν	ot applicable	
	Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).			
10.15	Processing Data	Ν	ot applicable	
	Call Off Schedule 17			
Cont	ract Reference:		CPD044/122/075	
Date	:		26 <sup>th</sup> July 2021	
10.16	MOD DEFCONs and DEFFORM	Ν	ot used	
	Call Off Schedule 15			

### 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	
Signature	
Date	26 August 2021

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

Name and Title	Chris Trelfa, Senior Commercial Advisor
Signature	
Date	3 <sup>rd</sup> September 2021