



**Crown
Commercial
Service**

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

**Provision of Financial Advisory Support in Relation
to Government Support to the UK Bus and Light Rail
Industries**

To

Department for Transport

From

Grant Thornton UK LLP

Contract Reference CCCC20A72

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 Agreement for 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	To be confirmed post contract award
From	Department for Transport ("CUSTOMER")
To	Grant Thornton UK LLP ("SUPPLIER")

SECTION B

CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 1 July 2020
	Expiry Date: End date of Initial Period 31 December 2020 End date of Extension Period 30 June 2021

SERVICES

2.1.	Services required: See Appendix A Statement of Requirements
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PROJECT PLAN

3.1.	Project Plan:
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The Supplier should note the following project plan milestones that the Customer will measure the quality of delivery against.

Interim reporting will be on a regular basis after each operator reconciliation during the work periods stated in the table below. While the Customer will endeavour to set reasonable timeframes, this work may be voluminous and require considerable input at short notice as set out approximately below.

It is anticipated that the reconciliation of each operator will take between approximately 5 – 20 hours depending on the size of the operator.

Additional support is likely to be required in processing payments to operators for the CBSSG. Currently the internal DfT BSOG team have been processing all requests from operators, however as demand increases then The Supplier may be requested to support the team in ensuring all requests are considered, amounts calculated and paid to operators within agreed timeframes, including additional funding payments calculated through the reconciliation process.

The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe or Delivery Date
CBSSG/ LRRG 1 st phase reconciliation	CBSSG/LRRG 2 nd phase reconciliation	Potential 3 rd phase CBSSG Reconciliation
June – July All operators expected to be reconciled within 4-6 weeks	September – October All operators expected to be reconciled within 6 weeks	TBC depending on lockdown measures
Approx. 100-200 operators	Approx. 200-400 operators	Possible 500+

CONTRACT PERFORMANCE

4.1.

Standards:

The Customer will measure the quality of the Supplier's delivery through the monitoring of the adherence to the following standards:

KPI/SLA	Service Area	KPI/SLA description	Target
1	The Requirement	<ul style="list-style-type: none">Does the Supplier have the necessary understanding and expertise to meet Client expectations?	8 to 10

				<ul style="list-style-type: none"> How satisfied is the Contracting Authority with the Supplier's staff appointed to the project and are they competent and suitably qualified to perform the work required of them by the project? <p>The Supplier must have a good knowledge of the subject and the environment in which the client operates - client expectations of the Supplier's expertise are met. The core team allocated to this requirement should be suitably resourced and have the necessary experience and expertise.</p>	
		2	Mobilisation and Delivery	<ul style="list-style-type: none"> Has the Supplier mobilised in a manner consistent with the Client team's expectations? Has the Supplier suitably managed project deliverables in a timely manner? If not, has the Supplier provided suitable notice of any possible delays to the programme and/or identified suitable corrective action and acted accordingly? How satisfied is the Contracting Authority with the delivery of the services from the Supplier? 	8 to 10

				<ul style="list-style-type: none"> Have all the deliverables been met in accordance with the requirements and expectations on quality? Has the Supplier provided sufficient assurance to their deliverables? <p>Is the Contracting Authority satisfied that the overall programme is under control?</p>	
		3	Management of Risks	<ul style="list-style-type: none"> Is the Supplier proactive in identifying and managing risks? <p>Supplier is proactive in identifying and allocating risk ownership - Supplier supports client in assigning and managing risks - Supplier is proactive in assessing impact of risks in the course of performing the contract and raising issues as appropriate.</p>	8 to 10
		4	Quality of Service and Timescales	<ul style="list-style-type: none"> Has the Supplier provided good and accurate advice within timescale which covers all issues requested? <p>The advice provided is technically sound and clearly expressed – The Supplier adheres to the agreed timelines and shows right focus and strikes appropriate balance between covering issues</p>	8 to 10

				thoroughly and providing unnecessary detail.	
		5	Knowledge Transfer	The Supplier will attend knowledge sharing meetings with the DfT team and its internal legal advisers to share their findings and best practices which may be useful to the DfT. Meetings will be agreed and arranged with the project lead on a monthly, quarterly or as-required basis.	8 to 10
		6	Exit Strategy	The Supplier will imbed an exit strategy to ensure that any skills or information is passed onto the DfT and its internal corporate finance team for future use, therefore enabling the project to be closed off with no outstanding dependencies.	8 to 10
4.2	Service Levels/Service Credits: Section 4.1 applies.				
4.3	Critical Service Level Failure: Not applied				
4.4	Performance Monitoring: Sections 3.1 and 4.1 apply. As well Appendix A Statement of Requirements.				
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms				

PERSONNEL

5.1	Key Personnel: <u>Customer</u> Redacted <u>Supplier</u> Redacted
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5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): In Clause 28.2 of the Call Off Terms
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PAYMENT

6.1	<p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</p> <p>In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p> <p>Redacted</p> <p>As this is a Call Off Contract, the levels of work for this contract cannot be guaranteed.</p> <p>The Daily Rates offered must not exceed a capped monetary value of £1,000,000.00 (inclusive of all expenses but exclusive of VAT) and shall be based on the “Daily Rates Offered” as specified within the above Rate Card.</p> <p>The Supplier is unable to charge the Customer for activities and roles that are not based on the above specified rates.</p>
6.2	<p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>The Supplier will be required to provide weekly timesheets for monthly approval by the DfT detailing work completed by task, hours, rates and recoverable expenses. These will be submitted for approval at least seven days prior to submission of any associated invoice.</p> <p>The Supplier will be issued with a Purchase Order (PO) number. Invoices must quote the Purchase Order (PO) number and must be submitted to:</p> <p>Redacted</p> <p>Or via email Redacted</p>
6.3	<p>Reimbursable Expenses:</p> <p>Permitted</p> <p>Expenses to the base location as defined in the Statement of Requirements are included in the rates. Expenses to other locations will be paid in line with the customer’s Travel and Subsistence policy and must be agreed in advance.</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Redacted</p>
6.5	<p>Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>The full term on the contract including any extension options</p>

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 Applied
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 £1,000,000.00 exc.VAT
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 applied
9.2	Commercially Sensitive Information: The Supplier's tender proposal, any breakdown of the Call Off Contract Charges, any Supplier Personal Data and Supplier Background IPR.

OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms):
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	Recitals B to E Recital C - date of issue of the Statement of Requirements: 4 June 2020 Recital D - date of receipt of Call Off Tender: 18 June 2020
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements shall apply
10.4	ICT Policy: Not applied
10.5	Testing: Not applied
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): In 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: Redacted Supplier's postal address and email address: Redacted
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)
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 applied
10.12	Call Off Tender: Call Off Schedule 16 Redacted
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) In 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).
10.15	Processing Data

<p>Call Off Schedule 17</p> <ol style="list-style-type: none"> 1. The contact details of the Customer Data Protection Officer is: To be confirmed post Contract Award 2. The contact details of the Suppliers Data Protection Officer is: To be confirmed post Contract Award 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. 	
Contract Reference:	CCCC20A72
Date:	1 July 2020
Description Of Authorised Processing	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation the Customer is the Data Controller and the Supplier is the Data Processor
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 Contract plus 7 years.
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	Current personnel Contractors/Consultants Customers Public officers Suppliers Website end users
10.16	MOD DEFCONs and DEFFORM Call Off Schedule 15 Not Applied	

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	1 July 2020

For and on behalf of the Customer:

Name and Title	Redacted
Signature	Redacted
Date	01/07/2020