

Crown.Commercial Service

PROVISION OF FINANCIAL AND COMMERCIAL ADVICE,
AND GENERAL MANAGEMENT CONSULTANCY SUPPORT

EAST WEST RAILWAY COMPANY

TO

DEPARTMENT FOR TRANSPORT

FROM

DELOITTE LLP

CONTRACT REFERENCE: CCCC18A30 Lot 2

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FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM AND CALL OFF TERMS FOR THE MANAGEMENT
CONSULTANCY FRAMEWORK AGREEMENT (RM3745)

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 Financial and Commercial Advice, and General Management Consultancy Support — East West Railway Company 7th August 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 Call Off Order Form and the Call Off Terms.

Order Number	To be advised by Contracting Authority post award
From	Department for Transport ("CUSTOMER")
To	Deloitte LLP ("SUPPLIER")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 28 th August 2018
1.2.	Expiry Date: End date of Initial Period 27 th August 2020 End date of Extension Period 27 th August 2022 Minimum written notice to Supplier in respect of extension: 3 months

2. SERVICES

2.1	Services required: In Call Off Schedule 2 (Services)
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3. PROJECT PLAN

3.1.	Project Plan: In Call Off Schedule 4 (Project Plan) Given the nature of the requirement, milestones will be jointly agreed from time to time between EWR Co and the Supplier. It will then be the Supplier's responsibility to ensure that such milestones are realised in accordance with time, quality cost parameters. The Supplier shall take responsibility for, and deliver appropriate quality, cost effective deliverables, on time in accordance with the milestone dates agreed for specific items of work and any other dates specified in this Contract.
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4. CONTRACT PERFORMANCE

4.1.	Standards: Not applied
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: In accordance with Statement of Requirements section 16

4.5	Period for providing Rectification Plan: In Clause 39.2.1 (a) of the Call Off Terms
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5. PERSONNEL

5.1	Key Personnel: Customer REDACTED
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	Supplier REDACTED
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Applicable

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):

Contract: Provision of Financial and Commercial Advice, and General Management Consultancy Support

– East West Railway Company 6th August 2018 Contract Number: CCCC18A30 Lot 2 © Crown Copyright 2016

	In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
6.3	<p>Reimbursable Expenses: Permitted</p> <p>Rates are deemed to be inclusive of travel and accommodation expenses. The Customer will reimburse the Service Provider for any reasonable travel and accommodation expenses incurred by the Personnel in relation to performing the Services outside of Central London and with prior agreement by the Customer.</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Shared Services Arvato 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>Initial 2 year Call Off Contract from the Call Off Commencement Date with an option to extend for a further two years to be reviewed on an annual basis.</p>
6.6	<p>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:</p> <p>Not Applied</p>
6.7	<p>Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Not Permitted</p>

7.2	Supplier's limitation of Liability (Clause 37.21 of the Call Off Terms); In Clause 37.21 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

7. LIABILITY AND INSURANCE

7.1	Estimated Call Off Contract Charges For the avoidance of doubt the Contract value shall not exceed the sum of £3,000,000.00. (Exc VAT)
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8. 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: Applicable – In accordance with Schedule 9

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applied
9.2	Commercially Sensitive Information: Applicable– As defined in CALL OFF SCHEDULE 1: DEFINITIONS

10. OTHER CALL OFF REQUIREMENTS

10.1	<p>Recitals (in preamble to the Call Off Terms):</p> <p>Recitals B to E</p> <p>Recital C - date of issue of the Statement of Requirements: 19th June 2018</p> <p>Recital D - date of receipt of Call Off Tender: 9th July 2018</p>
10.2	<p>Call Off Guarantee (Clause 4 of the Call Off Terms):</p> <p>Not required</p>
10.3	<p>Security:</p> <p>As per the short Form Security Requirements - A Security Management Plan and Information Security Management System are required AND</p> <p>In Call Off Schedule 2 (Services)</p>
10.4	<p>ICT Policy:</p> <p>To be provided by the Customer before the Commencement Date (EWR IT Acceptable use Policy attached)</p>
10.5	<p>Testing:</p> <p>Not applied</p>
10.6	<p>Business Continuity & Disaster Recovery:</p> <p>Applicable: As per CALL OFF SCHEDULE 8</p>
10.7	<p>NOT USED</p>
10.8	<p>Protection of Customer Data (Clause 35.23 of the Call Off Terms):</p> <p>In Clause 35.2.3 of the Call Off Terms</p>

10.9	<p>Notices (Clause 56.6 of the Call Off Terms):</p> <p>Customer's postal address and email address Department for Transport REDACTED</p> <p>Supplier's postal address and email address: Deloitte LLP REDACTED</p>
10.10	<p>Transparency Reports In Call Off Schedule 13 (Transparency Reports)</p>
10.11	<p>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 Used</p>
10.12	<p>Call Off Tender: In Schedule 15 (Call Off Tender)</p>
10.13	<p>Publicity and Branding (Clause 36.3.2 of the Call Off Terms) In Clause 35.23 of the Call Off Terms</p>

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	
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