

**Provision of Supplementary Green Book Guidance and Tactical Support**

**To**

**Deloitte LLP.**

**From**

**Cabinet Office**

**Contract Reference: CCCC20A44**

Crown Commercial Service

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Call Off Order Form for Management Consultancy Services

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12/08/2013

**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM**

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 Supplementary Green Book Guidance and Tactical Support dated Tuesday 04th 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.

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| Order Number | To be confirmed following contract award |
| From | **Cabinet Office**  **("CUSTOMER")** |
| To | **Deloitte LLP**  **("SUPPLIER")** |
| Date | **Friday 19th June 2020**  **("DATE")** |

SECTION B

1. call off contract period

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|  | **Commencement Date**  Monday 29th June 2020 |
|  | **Expiry Date**:  End date of Initial Period:  Monday 04th January 2021  End date of Extension Period:  Friday 02nd July 2021.  Any extensions shall be based on a maximum of six (6) one (1) monthly increments. All extension provisions will be at the Customer’s own discretion.  Minimum written notice to Supplier in respect of extension: One (1) Week |

1. Services

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| 2.1. | **Services required**:  In Annex 1 – Statement of Requirements |

1. PROJECT Plan

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| **3.1.** | **REDACTED** |

1. contract performance

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| **4.1.** | **Standards**:  **REDACTED** |
| **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:**  The period of ten (10) Working Days in Clause 39.2.1(a) shall be amended to three (3) Working Days |

1. personnel

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| **5.1** | **Key Personnel**:  **For the Cabinet Office (“The Customer):**  **REDACTED**  **For Deloitte LLP (“The Supplier”):**  **REDACTED** |
| **5.2** | **Relevant Convictions** (Clause 28.2 of the Call Off Terms):  Not applicable. |

1. PAYMENT

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| **6.1** | **Call Off Contract Charges** (including any applicable discount(s) and VAT):  Payments to be made for completion of each of the Project Pan Milestones and Outcomes delivered to time but not time expended. Please refer to Section 3.1 of the Call Order Form for further information on the Project Plan Milestones.  Front-loading and additional fees for time will not be approved unless there are significant changes in the scope.  Payment can only be made following satisfactory delivery of pre-agreed certified deliverables. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.  The maximum value of the contract for the Capped Cost (“Lump Sum”) element of work only for both Phases One and Two shall be £260,000.00 (including VAT) and this amount cannot be exceeded for these phases only.  Full details of the Capped Cost (“Lump Sum”) element of this work is specified within the below table:  **REDACTED** In additional any “Time and Material” (day rates) can be charged for the Tactical Support element of the requirements on a Call Off basis. Any tasks to be undertaken under the Tactical Support element criteria must be agreed in advance with the Customer before undertaking the work.The additional Time and Material Day Rates for the Tactical Support element (if required by the Customer) must not exceed a capped monetary value of £65,000.00 (inclusive of all expenses and VAT) and shall be based on the “Daily Rates Offered” as specified within the below Rate Card:**REDACTED** The Customer reserves the right not to Call Off these additional elements of work once the initial set two phases of work have been completed.  For the avoidance of doubt, the additional “Call Off” element of work shall not exceed the additional maximum monetary value £65,000.00 (inclusive of VAT) once the initial two phases of work have been completed.  NB: “CCS Rate Card” rates are included for information purposes only. |
| **6.2** | **Payment terms/profile**  Payment in full on receipt of all deliverables and their acceptance by the Customer.  All payment invoice must be sent to the following email address:  **REDACTED** |
| **6.3** | **Reimbursable Expenses**:  The Services will be carried out virtually and provided online, and there is no expected travel for the delivery of these services. As such the Customer would not expect any claims for expenses.  However, if any travel is required outside of the base location, this will be reimbursed in line with the Customer’s own Travel & Subsistence policy. |
| **6.4** | **Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.  Invoices should be submitted to: |
| **6.5** | **Call Off Contract Charges**  Shall be fixed for the contract term.  Full details Call Off Contract Charges can be found at Section 6.1 of the Call Order Form. |
| **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 Applicable |

1. LIABILITY and insurance

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| **7.1** | **Estimated Year 1 Call Off Contract Charges**:  The maximum sum for the initial two phases of work for this contract shall be £260,000.00 (including VAT).  The additional “Call Off” element of the work for this contract shall not exceed the maximum value of £65,000.00 (including VAT).  Therefore, the maximum overall sum for this contract shall be £325,000.00 (including VAT). |
| **7.2** | **Supplier’s limitation of Liability**  In Clause 37.2.1 of the Call Off Terms. |
| **7.3** | **Insurance**  In Clause 38.3 of the Call Off Terms. |

1. TERMINATION and exit

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| **8.1** | **Termination on material Default**  In Clause 42.2.1(c) of the Call Off Terms. |
| **8.2** | **Termination without cause notice period**  The period of thirty (30) Working Days in Clause 42.7 of the Call Off Terms shall be amended to Five (5) Working Days. |
| **8.3** | **Undisputed Sums Limit**:  In Clause 43.1.1 of the Call Off Terms. |
| **8.4** | **Exit Management:**  In Call Off Schedule 9 (Exit Management)**.** |

1. supplier information

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| **9.1** | **Supplier's inspection of Sites, Customer Property and Customer Assets:**  Not Applicable |
| **9.2** | **Commercially Sensitive Information**:  **REDACTED** |

1. OTHER CALL OFF REQUIREMENTS

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| **10.1** | **Recitals** (in preamble to the Call Off Terms):  Recitals B to E**.** |
| **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 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 for the duration of the contract. |
| **10.7** | **NOT USED** |
| **10.8** | **Protection of Customer Data**  As per 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**  Not Applicable. |
| **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**:  In Annex 2 – Supplier’s Proposal. |
| **10.13** | **Publicity and Branding (Clause 36.3.2 of the Call Off Terms)**  Not Applicable. |
| **10.14** | **Staff Transfer**  Not applicable. |
| **10.15** | **Processing Data**  Call Off Schedule 17  Customer’s Data Protection Officer  **REDACTED**  Supplie’s Data Protection Officer  **REDACTED** |

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| **Contract Reference:** | CCCC20A44 |
| **Date:** | Monday 29th June 2020 |
| **Description Of Authorized Processing** | Details |
| Identity of the Controller and Processor | **REDACTED** |
| Use of Personal Data | **REDACTED** |
| Duration of the processing | **REDACTED** |
| Nature and purposes of the processing | **REDACTED** |
| Type of Personal Data | **REDACTED** |
| Categories of Data Subject | **REDACTED** |

**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.**

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