

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

STRATEGIC CHANGE DELIVERY PARTNER: RAIL REFORM PROGRAMME

TO

DEPARTMENT FOR TRANSPORT

FROM

DELOITTE LLP

CONTRACT REFERENCE: CCCC20B93

FRAMEWORK SCHEDULE 4 - CALL OFF ORDER FORM

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 Consultancy Services dated **04 September 2018**.

This Call Off Contract is for Strategic Change Delivery Partner: Rail Reform Programme.

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	CCCC20B93
From	Department for Transport (DfT)
To	Deloitte LLP ("SUPPLIER")
Date	25 February 2021 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 25 February 2021
1.2.	Expiry Date: End date of Initial Period: 24 February 2023 (2+1+1) End date of Extension Period 1: 24 February 2024 End date of Extension Period 2: 24 February 2025 Minimum written notice to Supplier in respect of extension: 2 weeks

2. SERVICES

2.1.	Services required: In Annex A - Call Off Schedule 2 Annex 1: The Services
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3. PROJECT PLAN

3.1.	Project Plan In Call Off Schedule 16 – Call Off Tender
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4. CONTRACT PERFORMANCE

4.1.	Standards: Clause 11 (Standards and Quality) Applied
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: Clause 15 shall apply Sections 7 and 15 of the Statement of Requirements (Annex A - Call Off Schedule 2 Annex 1: The Services)
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

5. PERSONNEL

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

6. PAYMENT

6.1	<p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</p> <p>The total contract value for the initial term (years 1 and 2) shall not exceed £4,500,000.00. The total estimated contract value for Years 3 and 4 (ex VAT) is £1,125,000.00 each year (£225,000.00 total). Years 3 and 4 are optional extensions subject to the Authority's business needs and will be subject to further budgetary approval.</p> <p>For the avoidance of doubt, the total contract value for the 4-year period shall not exceed £6,750,000.00 (excluding VAT).</p> <p>REDACTED</p>
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6.2	Payment terms/profile (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)
6.3	Reimbursable Expenses: Permitted – See Section 19 (Location) of the Statement of Requirements (Annex A - Call Off Schedule 2 Annex 1: The Services)
96.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): REDACTED
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): For the entirety of the Call Off Contract Years from the Call Off Commencement Date, including all extension options
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

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £4,500,000.00 (excluding VAT) for the initial term (2 years). Years 3 estimated spend - £1,125,000.00 (excluding VAT) Year 4 estimated spend - £1,125,000.00 (excluding VAT) Years 3 and 4 are optional extensions subject to the Authority's business needs and will be subject to further financial approval.
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); Clause 37.2.1 of the Call Off Terms

7.3	Insurance (Clause 38.3 of the Call Off Terms): Clause 38.3 of the Call Off Terms
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8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 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 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: In Call Off Schedule 9 (Exit Management)

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Applicable
9.2	Commercially Sensitive Information: See Section 16 (Security and Confidentiality Requirements) of the Statement of Requirements (Annex A - Call Off Schedule 2 Annex 1: The Services)

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: Tuesday 22 December 2020 Recital D - date of receipt of Call Off Tender: Monday 25 January 2021
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements shall apply AND Potential Providers are to note that all staff they supply or intend to supply who have regular access to or will be based at the Authorities premises have complied with

	the Authorities baseline personnel Security Standard (BPSS) (https://www.gov.uk/government/publications/security-policy-framework)
10.4	ICT Policy: Not applied
10.6	Business Continuity & Disaster Recovery: In Call Off Schedule 8 (Business Continuity and Disaster Recovery)
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): Clause 35.2.3 of the Call Off Terms shall apply 10.15 of this Order Form shall also apply
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 Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: Not Applicable
10.12	Call Off Tender: In Annex B - Schedule 16 (Call Off Tender)
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 REDACTED REDACTED REDACTED
10.15	Processing Data (Call Off Schedule 17) 1. The contact details of the Customer Data Protection Officer is: REDACTED 2. The contact details of the Suppliers Data Protection Officer is: REDACTED 3. The Processor shall comply with any further written instructions with respect to processing by the Controller.

	Any such further instructions shall be incorporated into this Schedule.		
	10.15		
	Contract Reference:	CCCC20B93	
	Date:	Contract signature date	
	Description of Authorised Processing	Details	
	Identity of the Controller and Processor To be provided at contract award	The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.	
	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.	
	Nature and purposes of the processing		
	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 me condition Next of kin & emergency contact details Record of absence, time tracking & annual leave		
		Categories of Data Subject			

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	

ANNEX A – Call Off Schedule 2 Annex 1: The Services

REDACTED

Annex B – Schedule 16 (Call Off Tender)

REDACTED