



**Crown
Commercial
Service**

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

**Provision of Strategy, Design & Delivery Support to
the Technology Sourcing Programme**

To

HM Revenue & Customs

From

Deloitte LLP

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 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	To be confirmed post contract award
From	HM Revenue & Customs (HMRC) ("CUSTOMER")
To	Deloitte LLP ("SUPPLIER")
Date	1 October 2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 1 October 2020
1.2.	Expiry Date: End date of Initial Period: 30 June 2021

2. SERVICES

2.1	Services required: HMRC requires Complex and Transformational consultancy services specifically for Strategy, Design and Delivery (SDD) support to its Technology Sourcing Programme (TSP). The SDD will be the core of the programme, defining, orchestrating and integrating delivery across all workstreams, providing advisory input and advice on how to accelerate delivery if required. The principles associated with how SDD support will be provided, and the outcomes to be supported by the SDD supplier are set out in Call Off Schedule 2 (Services), Appendix A (Statement of Works).
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3. PROJECT PLAN

3.1.	<p>Project Plan: Call Off Schedule 4 (Project Plan)</p> <p>The services will be provided in accordance with the TSP Programme Plan and the overarching Statement of Works set out in Appendix A.</p> <p>Any timetable will be dependent on the parties fulfilling their respective responsibilities.</p>
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4. CONTRACT PERFORMANCE

4.1.	<p>Standards:</p> <p>Applicable standards for this contract are per Section 11, Standards and Quality, detailed in the Call Off terms for RM6008 which can be accessed via the CCS website.</p>
4.2	<p>Service Levels/Service Credits:</p> <p>Not applied</p>
4.3	<p>Critical Service Level Failure:</p> <p>Not applied</p>
4.4	<p>Performance Monitoring:</p> <p>Not applied</p>
4.5	<p>Period for providing Rectification Plan:</p> <p>Applicable period for providing Rectification Plan can be viewed in Clause 39.2.1(a) of the Call Off Terms for RM6008 which can be accessed via the CCS website.</p>

5. PERSONNEL

5.1	<p>Key Personnel:</p> <p><u>Customer</u></p> <p>████████████████████</p> <p><u>Supplier</u></p> <p>████████████████████</p> <p>Key Personnel specific to the Statement of Work are identified in Appendix A.</p>
5.2	<p>Relevant Convictions (Clause 28.2 of the Call Off Terms):</p> <p>Refer to Clause 28.2 of the Call Off Terms for RM6008 which can be accessed via the CCS website.</p>

6. PAYMENT

6.1	<p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</p>
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The services will be delivered via nine monthly fixed price amounts, based on MCF2 rates and an agreed resourcing profile as follows:

Month	£
October 2020	
November 2020	
December 2020	
January 2021	
February 2021	
March 2021	
April 2021	
May 2021	
June 2021	
Total	5,384,750

Additional Statements of Work may be agreed between the parties as the work progresses from time to time.

Risk Sharing Approach / Commercial Model

The following risk sharing model will be applied to the charges. The objectives of the approach will be to:

- Enable the Supplier to share risk around the delivery of outcomes
- Enable the Supplier to be rewarded for delivery of the Full Product
- Not delay work or create an excessive overhead
- Be effective and based on transparent, agreed criteria
- Address the reality that the Supplier outcomes and accountabilities cannot be defined before resource and responsibilities for all suppliers have been defined for the subsequent period.

Key mechanics:

Therefore, the following approach will be adopted:

- A set of Key Performance Indicators (KPIs) are set out in Appendix A, Annex 1, including definitions of what will constitute the Target Outcome and Full Product for each KPI
- For each KPI, where the Full Product is successfully delivered the Supplier will be rewarded with an additional payment of 1.33% (of a total amount available of 12%) in addition to the fixed price amount for that period
- For each KPI, where the Target Outcome is not successfully delivered, the Supplier payment for that period will be reduced by 1.33% (of a maximum total amount no greater than 12%)
- The aggregate additional payment or deduction against the Supplier's Fixed Price during any individual period shall not exceed 12%.

	<p>Other Matters:</p> <ol style="list-style-type: none"> 1) Delivery of the Target Outcomes will be subject to assumptions and obligations as set out in Appendix A Annex 3 2) In line with SRO guidance for complex programmes, “on time” will refer to a range of time, not a specific date 3) In the event that a Target Outcome shifts or changes, the Customer and the Supplier will agree how the risk sharing arrangement will change within 5 business days of the change 5) The Supplier will be paid on a monthly basis in line with the monthly profile set out in this SOW. 6) The relevant payment deduction of up to 12%, or additional payment of up to 12% will be applied on a monthly basis and separately identifiable on the monthly invoice 7) In the event of a dispute, the parties will negotiate a settlement. <p>It is currently expected that new suppliers for other lots will not be on-board when the Supplier takes on this new contract. As such there is expected to be a transition period from current to new contract.</p>
6.2	<p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>The Supplier shall invoice the Customer monthly in arrears as set out in the mechanics included in 6.1 above.</p>
6.3	<p>Reimbursable Expenses:</p> <p>Reimbursable Expenses are not permitted within the M25 Greater London area unless expressly permitted by the HMRC Work Manager.</p> <p>Reimbursable Expenses incurred for activity outside of the M25 Greater London area will be permitted with the prior agreement of the HMRC Work Manager, in accordance with HMRC's T&S Policy.</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>HM Revenue & Customs 10 South Colonnade Canary Wharf London E14 4PU</p>
6.5	<p>Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</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 applicable</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>Via agreement in writing between the parties</p>

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £5,384,750 comprising of monthly fixed price payments based on Target Outcomes. Target Outcomes [REDACTED] [REDACTED] to be agreed no later than 28 days from the signing of this agreement.
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); Applicable Supplier's total aggregated liability are available in Clause 37.2.1 of the Call Off Terms for RM6008 which can be accessed via the CCS website.
7.3	Insurance (Clause 38.3 of the Call Off Terms): Applicable Insurance terms are available in Clause 38.3 of the Call Off Terms for RM6008 which can be accessed via the CCS website.

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms)); The Customer may terminate this Call Off Order Form in accordance with Clause 42.2.1(c) of the Call Off Terms which can be accessed via the CCS website, by issuing a termination notice of 10 Working Days.
8.2	Termination without cause notice period (Clause 42.7 of the Call Off Terms): In accordance with clause 42.7 of the Call off Terms for RM6008 which can be accessed via the CCS website.
8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms for RM6008 which can be accessed via the CCS website.
8.4	Exit Management: Under the terms of the Contract, the Supplier must commit to co-operating with the customer to ensure efficient Exit Management as Statement of Works packages are completed. The Supplier must ensure that knowledge transfer to the Customer's team is a fundamental part of the Exit Management process. Four weeks prior to the planned end date of the completion of the work, at the Customer's request, the Supplier must provide an Exit Management Plan. The Exit Management Plan must describe: <ul style="list-style-type: none"> • what further activities are needed by the Customer to continue to deliver the Programme effectively;

	<ul style="list-style-type: none"> • how any knowledge retained by the Supplier's team needed to complete such activities efficiently will be transferred to the Customer team (on the understanding that the Customer's team may include contractors and third parties) and • the content format and location for any formal knowledge transfer sessions where required.
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9. SUPPLIER INFORMATION

9.1	<p>Supplier's inspection of Sites, Customer Property and Customer Assets:</p> <p>Where co-location of the Supplier's team and the Customer's team is required for the delivery of the Services relating to any individual Work Package, the Customer will provide all office accommodation at the following address:</p> <p>HMRC 10 South Colonnade Canary Wharf London E14 4PU</p> <p>The Customer will also provide any equipment needed, such as personal computer (Microsoft Surface Pro), to any member of the Supplier's team as required for the duration period agreed in any Work Package.</p> <p>Upon completion of the Work Package the Supplier must ensure that all the Supplier's team members return any equipment provided by the Customer in full working order. Where any such equipment is not returned then the Supplier will be responsible for any replacement costs.</p>
9.2	<p>Commercially Sensitive Information:</p> <p>Any information relating to the following provided by the Supplier will be considered to be commercially sensitive/confidential and exempt from disclosure under the Freedom of Information Act 2000 ("FOIA"):</p> <ul style="list-style-type: none"> • Personal information (CV's, contact details etc.) • Pricing, including details of our cost base or insurance arrangements • Proprietary information • Approach and/or methodologies <p>The Government's Transparency Agenda may require the publication of Government contracts. In accordance with guidance issued by GPS and the Code of Practice for FOIA, the Customer will consult the Supplier regarding the redaction (as envisaged in the GPS guidance and Code of Practice) of certain parts of the contract, including those areas identified above, for this work.</p>

10. OTHER CALL OFF REQUIREMENTS

10.1	<p>Recitals (in preamble to the Call Off Terms):</p> <p>Refer to the preamble of the Call Off terms for RM6008 which can be accessed via the CCS website.</p>
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10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: The 'Short Form - Paragraphs 1-5' Call Off Schedule 7: Security contained in the Call Off terms for RM6008 which can be accessed via the CCS website will apply.
10.4	ICT Policy: The Supplier's team must ensure that when they are using equipment provided by the Customer they must comply with the Customer's ICT/Security policies. When the Supplier's team members are accessing the Customer's systems using the Customer's equipment the ICT/Security policies can be located at the following URL: https://intranet.prod.dop.corp.hmrc.gov.uk/section/how-do-i/get-help-security/securityinformation-zone The Supplier must ensure that all team members are made aware of the need to comply with ICT/Security policies and that team members are directed to where the security policies are located.
10.6	Business Continuity & Disaster Recovery: Not applied Disaster Period: Not applied
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): It is not envisaged that this contract will involve the processing of Customer Data but should this arise then Clause 35.2.3 of the Call Off terms for RM6008 which can be accessed via the CCS website will apply.
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: HMRC Commercial Directorate 10 South Colonnade Canary Wharf London E14 4PU [REDACTED] Supplier's postal address and email address: Deloitte LLP 1 New Street Square London EC4A 3BZ [REDACTED]

10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports) Not applied.
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: Not applied
10.12	Call Off Tender: Not applied.
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) As per Clause 36.3.2 of the Call Off terms for RM6008 which can be accessed via the CCS website.
10.14	Staff Transfer Call Off terms for RM6008 which can be accessed via the CCS website, Schedule 10, Staff Transfer Parts A and B Not Applied.
10.15	Processing Data Not applicable
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	
Signature	
Date	1 October 2020

For and on behalf of the Customer:

Name and Title	
Signature	
Date	1 October 2020

Appendix A: Statement of Works

[illegible]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted content]

	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none"> • [REDACTED] • [REDACTED] <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
Resource knowledge requirements	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none"> • [REDACTED] • [REDACTED] • [REDACTED] • [REDACTED] • [REDACTED] • [REDACTED] • [REDACTED] • [REDACTED] • [REDACTED] • [REDACTED] • [REDACTED] • [REDACTED] • [REDACTED] • [REDACTED]
Knowledge transfer requirements	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
Reporting requirements	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
Security clearance requirements	<p>[REDACTED]</p>

Knowledge transfer requirements

Reporting requirements

Security clearance requirements

[illegible]

[illegible]

Annex a – Required Outcomes

[Redacted]			
[Redacted]	[Redacted]	[Redacted]	[Redacted]
	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
	[Redacted]	[Redacted]	[Redacted]
	[Redacted]	[Redacted]	[Redacted]
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	[Redacted]	[Redacted]	[Redacted]
	[Redacted]	[Redacted]	[Redacted]
	[Redacted]	[Redacted]	[Redacted]

For clarity, the table below outlines qualitative criteria which will not inform the supplier penalty or bonus scoring but will form the basis of conversation to inform delivery discussions.

Management Consultancy Framework Two (MCF2) - RM6008
Framework Schedule 4 – Template Call Off Order Form
Attachment 5a
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	needs of HMRC resources.	Indicates partial understanding of the needs of HMRC resources.	Indicates a satisfactory understanding of the needs of HMRC resources.	techniques that can be applied in practice.	understanding of the target outcomes.
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