

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

RM6008 Lot 1

Support to [REDACTED]: Project Otis



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 Strategic 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 Call Off Order Form and the Call Off Terms.

Order Number	[DfTC19001]
From	<div>██████████</div> Department for Transport Great Minster House, 33 Horseferry Rd, Westminster, London SW1P 4DR ("CUSTOMER")
To	Deloitte LLP 1 New Street Square London EC4A 3HQ ("SUPPLIER")
Date	██ ██████ ("DATE")

SECTION B


1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 23 rd March 2020
1.2.	Expiry Date: End date proposed 30 th June 2020, but this date can be extended by the agreement of both parties.

2. SERVICES

2.	<p>Services required:</p> <p>The supplier is engaged to support with the department's [REDACTED] work. The Customer is establishing a Critical Freight Taskforce to manage freight flow risks, and have request the Supplier to support on the following activities:</p> <ol style="list-style-type: none">1. Support development of team and structure for core team and negotiation cells, including supporting:<ul style="list-style-type: none">▶ Development of a resourcing plan, including team profiles▶ Assignment of products▶ Development ownership of objectives▶ Identification of resource and skills gaps2. Support establishment of project management, including supporting:<ul style="list-style-type: none">▶ Development of overarching Workstream plan on a page▶ Risk and action log set-up and tracking (including strategic comms script)▶ Detailed plan template to be completed with Workstream leads▶ Designing Meeting cadence / team drumbeat▶ Regular reporting template▶ Identifying work processes and interdependencies across business units▶ Contract Management establishment, including processes <p>The Supplier and the Customer will review, discuss and agree every 14 days the resource required for the following 14 day period and the activities to be performed. This may also include supplementary [REDACTED] work for additional workstreams and will be agreed between the parties."</p>
----	---

3. PROJECT PLAN

3.1	<p>Project Plan:</p> <p>The below plan sets out the key support activities identified. The plan will be reviewed regularly and any changes agreed between the Parties reflecting the rapidly evolving situation.</p>  <p>Any timelines are indicative and may change to reflect changing requirements and dependencies.</p>
-----	--

4. CONTRACT PERFORMANCE

4.1.	<p>Standards:</p> <p>Supplier will perform the Services with reasonable skill and care in the circumstances.</p>
4.2	<p>Service Levels/Service Credits:</p> <p>Not applicable</p>
4.3	<p>Critical Service Level Failure:</p> <p>Not applicable</p>
4.4	<p>Performance Monitoring:</p> <p>Not applicable</p>
4.5	<p>Period for providing Rectification Plan:</p> <p>In Clause 39.2.1(a) of the Call Off Terms</p>

5. PERSONNEL

5.1	<p>Key Personnel:</p> <p>Customer: [REDACTED], DfT (Primary approver for resourcing requirements)</p>
-----	---

	Supplier: [REDACTED] (Project Lead)
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Not applicable

6. PAYMENT

6.1

Call Off Contract Charges (including any applicable discount(s), but excluding VAT):

The services will be provided on a time and materials basis, with a commencement date of 23rd March 2020 (the "Contract Commencement Date"). [REDACTED] both Parties will agree the augmented resource requirements every 14 days from the Contract Commencement Date.

The following rate card has specific rates for [REDACTED] related support up to 31 May 2020. These rates are valid until 31 May 2020 and will be used to calculate charges incurred up to 31 May 2020, following this date, the agreed contractual rate card will be applied.

Our fees for this work are an estimated £181,920 based on time incurred, excluding VAT and reasonable expenses.

	Days to 31 May		Days after 31 May		
Role / Name	Days	Daily rate	Days	Daily rate	Total cost
[REDACTED]	1	[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]	1	[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]	1	[REDACTED]	1	[REDACTED]	[REDACTED]
Estimated total					[REDACTED]

We commit not to exceed this estimate without written authorisation from you. Expenses and VAT will be added to all fees as appropriate.

For [REDACTED] related services provided after 31 May 2020, the Supplier and Customer will agree in writing any rate card changes.

Assumptions :

- Given the exceptional circumstances of [REDACTED] and the requirement to be flexible and responsive in how the Supplier supports the Client in dealing with the [REDACTED] situation, the Parties will work together in good faith to manage the scope of the support provided by the Supplier, including any changes in the scope of such support. Any changes in scope will be pre-agreed in writing between us through email correspondence or the variation process (whichever is most suited to the nature of the scope change and the circumstances and restrictions under which the support is being provided).
- The Parties acknowledge and accept the risk posed by the spread of [REDACTED] and the associated impact this might have on the delivery of the Services. The parties' personnel will comply with any restrictions or conditions imposed by their respective organisations on working practices as the threat of [REDACTED] continues. The parties accept that they may be required to adopt alternative working practices and put in place safeguards during this period, including working remotely, restrictions on travel to and from particular locations and the quarantining of individuals.
- The Customer shall be solely responsible for, (a) making all management decisions, performing all management functions and assuming all management responsibilities, (b) designating an individual who possesses suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services; (c)

	<p>evaluating the adequacy and results of the services performed, and (d) providing the Supplier with accurate and complete information.</p> <p>iv. Given the dynamic nature of the events unfolding in relation to [REDACTED] the Customer will provide management decisions in a timely manner and arrange for a delegate for any period of absence.</p> <p>v. Customer will be responsible for assessing whether the support requested from the Supplier will be suitable for the Customer's objectives. [REDACTED] [REDACTED] Supplier is not able to provide any assurance or guarantee that the services will achieve particular outcomes or objectives therefore the Customer will need to seek the appropriate support and advice of its experts.</p> <p>vi. The Supplier's work will be limited by the time available, scope of work and information available to it. As a result of these limitations, Supplier may not identify all circumstances or information relevant to the Services or that the Customer may regard as relevant. Accordingly, Supplier accepts no responsibility for the reliability of the information provided to the extent it is inaccurate, incomplete or misleading, or for matters not covered by our outputs due to the circumstances in which Supplier's work is performed.</p> <p>vii. The Customer will notify Supplier promptly if any of the information or data that has been provided becomes inaccurate or if any requirements change or if the Customer become aware of any conflict or ambiguity in respect of the agreed requirements or any circumstances or events which may impact the provision of the Services within the anticipated timescales. In carrying out its work, the Supplier will not audit or verify any information provided to them, whether by the Customer or any third party. Whilst the Supplier may review spreadsheets or models provided to it by or on behalf of the Customer to facilitate understanding, it will not test them for robustness. Further, where the Supplier prepares its own spreadsheets, such spreadsheets will not be deliverables but merely a tool to inform the support provided to the Customer. Should the Customer and the Supplier mutually agree that certain spreadsheets or models are deliverables under the contract, the Customer and the Supplier will agree a process for, and mutual responsibilities in relation to, testing, acceptance and handover of the spreadsheet or model.</p> <p>viii. In line with good industry practice so that it is clear who Supplier is providing support to, the Supplier's work in connection with this project will be performed for the Customer's sole benefit and should only be used for the purpose agreed between the Parties. Except as otherwise expressly agreed, no one other than the Customer may rely on any outputs provided by Supplier and/or information derived from them and the Supplier accepts no responsibility to anyone else to whom the outputs are shown or into whose hands they may come.</p> <p>ix. The Supplier recognises that this work will require collaboration with a range of other Government Departments or other third parties. The Customer will be ultimately be responsible for managing such stakeholders, and ensuring the timely supply of information and attendance at meetings and any other relevant contribution.</p>
6.2	<p>Payment terms/profile</p> <p>The Supplier shall invoice on a monthly basis (one invoice in April, one invoice in May and one invoice in June)</p>
6.3	<p>Reimbursable Expenses:</p> <p>Reasonable expenses incurred will be invoiced each month.</p>

6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not applicable
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 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 Permitted

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The proposed fee (exclusive of VAT and on a time and materials basis) will be no greater than [REDACTED] without written agreement between both parties.
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): 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): 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: Not applicable.

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applicable
9.2	Commercially Sensitive Information: The Supplier considers any information relating to personal information on individuals (CV's, contact details etc.), information relating to our pricing, information containing details of our cost base particularly non-public details of the Suppliers insurance arrangements, information relating to the Suppliers proprietary information as well as our approach and our methodologies to be commercially sensitive/ confidential and as such exempt from disclosure under the Freedom of Information Act 2000 ("FoIA") and HM Government's Transparency Agenda. The Customer will notify the Supplier as soon as reasonably possible if they receive a request to disclose such information and prior to any disclosure or publication, so that they may take into account any representations made by the Supplier about the applicability of the FoIA exemptions to such information. If, following consultation, the Customer does disclose the information; the Supplier requests that any disclaimer be reproduced in full in any copies issued.

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not applicable
10.3	Security: Short form security requirements
10.4	ICT Policy: Not applied
10.6	Business Continuity & Disaster Recovery: 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):

	<p>Customer's postal address and email address:</p> <p> Department for Transport Great Minster House, 33 Horseferry Rd, Westminster, London SW1P 4DR @dft.gov.uk </p> <p>Supplier's postal address and email address:</p> <p> Deloitte LLP 1 New Street Square London EC4A 3HQ </p>
10.10	<p>Transparency Reports</p> <p>In Call Off Schedule 13 (Transparency Reports)</p>
10.11	<p>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</p> <p>Not applicable</p>
10.12	<p>Call Off Tender:</p> <p>In Schedule 15 (Call Off Tender)</p>
10.13	<p>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</p> <p>Not applicable</p>
10.14	<p>Staff Transfer</p> <p>Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).</p> <p>Not applicable</p>
10.15	<p>Processing Data</p> <p>Call Off Schedule 17</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	21 st May 2020

For and on behalf of the Customer:

Name and Title	[REDACTED] DfT
Signature	[REDACTED]
Date	11th June 2020