

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of **PS18269 – The Department for Business, Energy and Industrial Strategy Support for Shared Services** dated 03/12/2018.

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 | PS18269 |
| From | Department for Business, Energy and Industrial Strategy (BEIS) ("CUSTOMER") |
| To | Deloitte LLP, 1 New Street Square, London, EC4A 3HQ ("SUPPLIER") |

SECTION B

1. CALL OFF CONTRACT PERIOD

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| 1.1. | Commencement Date: 05/12/2018 |
| 1.2. | Expiry Date: End date of Initial Period: 30/04/2019 End date of Extension Period: N/A Minimum written notice to Supplier in respect of extension: N/A |

2. SERVICES

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| 2.1 | Services required: <u>Introduction</u> The Department for Business, Energy and Industrial Strategy (BEIS) is a department at the heart of the Government's agenda, with a vision of an economy that works for everyone. We are responsible for developing and delivering a comprehensive industrial strategy and leading the Government's relationship with business; we work to tackle climate change and ensure that the country has secure energy supplies that are reliable, affordable and clean. Our role is vital to lead the Government's vision in a context of momentous change, responding to both the short- term domestic impact of the UK's withdrawal from the European Union and working to define the next stage. |
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Background to the Requirement

BEIS is in the early stages of planning its future shared services provision for transactional Finance, HR, Payroll and Procurement activity. Working closely with our partner organisations UK Research & Innovation (UKRI) and UK Shared Business Services (UK SBS) we aim to develop a leading edge shared services provision which will support our businesses efficiently and effectively. Two more BEIS partner organisations will be using the service (UK Space Agency and the Insolvency Service) and the Department for International Trade (DIT) will be the other key customer and stakeholder. The future service will follow the Government Shared Services strategy and strategic advice from BEIS Executive Committee (ExCo).

The first stage of this is to develop an Outline Business Case and then a Full Business Case for review and approval by the BEIS Executive Committee, who have indicated their interest in several options. Our aim is to have the Full Business Case ready for approval by the end of March 2019.

Aims and Objectives

We require a managed service to assist with the compilation, review and delivery of both the outline and final business cases. Both documents will require several different inputs requiring different functional expertise. Although we'd expect input from different specialists during this process we do want at least one nominated team leader who will work closely with the teams in BEIS, DIT, UK Space Agency, Insolvency Service, UK SBS and UKRI and co-ordinate the input of the successful supplier. This individual will need to be prepared to undergo clearance to Basic Check level and will be expected to be on site 3-4 days a week at Victoria Street, London with regular travel to Swindon.

Production of Outline and Full Business Cases for BEIS Future Shared Services by the end of the current financial year (end March 2019). These business cases must be:

- Compliant with Cabinet Office guidance
- Clear and well evidenced
- Agreed and supported by key stakeholders
- Approved through an agreed authority structure

Requirement

1. Produce a detailed plan, including resource plan, for delivery of the Outline Business Case (OBC) agreed by the end of week 1. To include a proposed approach for reporting progress throughout the completion of the OBC. As well as the various cases that make up the OBC we expect the successful supplier to undertake high level service requirements planning.

2. Delivery of the Outline Business Case by end December 2018 that has support from key stakeholders.
3. Delivery of a detailed plan, including resource plan, for delivery of the Full Business Case (FBC) by the end of November 2018. To include a proposed approach for reporting progress throughout the completion of the FBC
4. Delivery of the Full Business Case by end March 2019. We expect the procurement of Software as a Service to commence in April 2019. As well as the various cases that make up the FBC we expect the OBC to undertake detailed level service requirements planning.

The BEIS Shared Services Team expect to provide an overall Programme Manager and a governance structure and the detailed plans will agree the degree of input to programme governance and control required by the successful supplier.

As well as delivery of the OBC and FBC, it will be critical to ensure that a range of Stakeholders support the recommendations within them. And that these documents secure the required assurance and approvals from key bodies/groups/committees.

It planned that UK SBS will undertake work on the 'technical system/service case' and so the successful supplier should be able to complement this expertise providing assurance.

The team will not be offered BEIS ICT accounts, but they will have access to shared filing systems to enable collaboration with others working on the programme. Desk space and buildings passes will be provided according to the involvement of those working on the programme. Ideally this shall be carried out in London although we will consider Swindon.

Travel and related expenses incurred when attending an additional location outside of the base location will be re-imbursed separately and the team must follow the BEIS travel policy, detailed in Appendix A.

All outputs from the work of the supplier will be owned by BEIS.

Scope

The work includes any activity around the compilation of the Outline and Full Business Cases. This will include:

- Development and documentation of requirements
- Detailing the options identified
- Financial and Economic analysis of options
- Review and quality assurance of other contributions
- Stakeholder management, including collaborative working with multiple stakeholders
- Consultation and negotiation around business cases
- Support at governance meetings as required
- Compilation and presentation of draft then final documents
- Planning for next steps after business cases

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| | <p>Excluded – implementation support for final solution.</p> <p><u>Timetable</u></p> <p>Key dates are listed under 'Requirement'. These could be subject to review, but the work on both business cases will need to be complete by the end of April 2019 at the latest.</p> |
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3. PROJECT PLAN

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| 3.1 | <p>Project Plan:</p> <p>N/A</p> |
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4. CONTRACT PERFORMANCE

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| 4.1 | <p>Standards:</p> <p><i>See Clause 11 (Standards and Quality)</i></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>In Clause 39.2.1(a) of the Call Off Terms</p> |

5. PERSONNEL

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| 5.1 | <p>Key Personnel:</p> <p>REDACTED – Assurance Partner</p> <p>REDACTED – Engagement Partner</p> <p>REDACTED – Engagement Director</p> <p>REDACTED – Project Manager & Business Case Lead</p> <p>REDACTED – Stakeholder Engagement/Business Case</p> <p>REDACTED – Financial Modelling</p> <p>REDACTED – Shared Services SME</p> <p>REDACTED – Shared Services SME</p> |
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| | <p>REDACTED – ERP and Systems SME</p> <p>REDACTED – HR SME</p> <p>REDACTED – Finance SME</p> <p>REDACTED – Business Case SME</p> <p>REDACTED – BEIS</p> <p>REDACTED - BEIS</p> |
| 5.2 | <p>Relevant Convictions (Clause 28.2 of the Call Off Terms):</p> <p>N/A</p> |

6. PAYMENT

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| 6.1 | <p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</p> <p>The total value of this contract shall not exceed £155,960.00 excluding VAT in line with the AW5.2 - Price Schedule (see Appendix 1)</p> |
| 6.2 | <p>Payment terms/profile (Including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>Payment will be made monthly in arrears via BACS following receipt of invoice</p> |
| 6.3 | <p>Reimbursable Expenses:</p> <p>Not Permitted</p> |
| 6.4 | <p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Department for Business, Energy and Industrial Strategy c/o UK SBS, Queensway House, West Precinct, Billingham, TS23 2NF or email: finance@services.co.uk</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>Call Off Contract fixed for the duration of the contract.</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 USED</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. LIABILITY AND INSURANCE

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| 7.1 | <p>Estimated Year 1 Call Off Contract Charges:</p> <p>The sum of £155,960.00 excluding VAT</p> |
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| 7.2 | Supplier's Limitation of Liability Clause 37.2.1 of the Call Off Terms |
| 7.3 | Insurance Clause 38.3 of the Call Off Terms |

8. TERMINATION AND EXIT

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| 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 42.7.1 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: Not applied |

9. SUPPLIER INFORMATION

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| 9.1 | Supplier's Inspection of Sites, Customer Property and Customer Assets: N/A |
| 9.2 | Commercially Sensitive Information: Information relating to the Supplier's personnel, including but not limited to CVs and contact details. Pricing information and details of the Supplier's cost base, including the breakdown of the tendered price. Information relating to the Supplier's methodologies and other proprietary information. Information about the Supplier's insurance arrangements. Information relating to work undertaken by the Supplier with other organisations, including identification of those organisation. |

10. 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 |

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| 10.3 | Security: Select short form security requirements |
| 10.4 | ICT Policy: To be provided by the Customer before the Commencement Date |
| 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: |
| 10.9 | Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London, SW1H 0ET Supplier's postal address and email address: Deloitte LLP, 1 New Street Square, London, EC4A 3HQ |
| 10.10 | Transparency Reports In Call Off Schedule 13 (Transparency Reports) |
| 10.11 | 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): N/A |
| 10.12 | Call Off Tender: As per the below; REDACTED |
| 10.13 | Publicity and Branding Clause 36.3.2 of the Call Off Terms |
| 10.14 | Staff Transfer NOT USED |

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:

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| Name and Title | REDACTED |
| Signature | REDACTED |
| Date | 07/01/2019 |

For and on behalf of the Customer:

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| Name and Title | REDACTED |
| Signature | REDACTED |
| Date | 08/01/2019 |

Appendix 1 – AW5.2 Price Schedule

REDACTED