

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

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 **RM6008** 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	REDACTED TEXT
From	Cabinet Office 1 Horse Guards Road, London, SW1A 2HQ ("CUSTOMER" or "CO")
To	Deloitte LLP 1 New Street Square London EC4A 4HQ ("SUPPLIER")
Date	27/04/2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: Tuesday 05 th May 2020
1.2.	Expiry Date: End date of Initial Period: 04 th February 2021 End date of Extension Period: Not Applicable Minimum written notice to Supplier in respect of extension: Not Applicable

2. SERVICES

2.1	<p>Services required:</p> <p>Overview</p> <ul style="list-style-type: none">The requirement can be summarised as providing REDACTED TEXT as required by the CO in their response to the Covid-19 REDACTED TEXT. The level of resourcing provided by the Supplier shall be flexible, so that it can be scaled up to respond to changes REDACTED TEXT as required by the Customer. <p>Scope procedures</p> <p>The scope of this requirement shall be as follows:</p> <p><u>REDACTED TEXT</u></p> <p>This scope will be delivered over a number of phases of work which are set out below.</p> <p>Any draft Deliverables shared with the Customer will be on a non-reliance basis pending their finalisation, as they will necessarily be subject to change.</p> <p>The Supplier shall inform the Customer in the event that it experiences any difficulties which may impact on its ability to (i) undertake the relevant tasks set out in the scope of Services and/or (ii) produce the Deliverables within the expected timescales.</p> <p>In preparing its Deliverables, the Supplier will be entitled to assume that any information REDACTED TEXT is accurate, up to date and not misleading, as the scope of Services will not include any audit or verification of such information.</p> <p>Limitations of Scope</p> <p>The exact nature of this work may change as the Covid-19 situation develops. Changes required in the scope of services shall be agreed in writing by the parties.</p> <p>Work shall be commissioned by the Customer, and will not include scope not commissioned specifically by the Customer.</p> <p>Other advisers may be engaged by CO and the Supplier may be required to collaborate with these other advisers to deliver the deliverables. Information or analysis shared with the Customer's advisers will be on a non-reliance basis and will be subject to agreement of the Supplier.</p> <p>The Supplier should seek clarification from the Customer if there is any lack of clarity around what each Supplier is tasked to deliver.</p> <p>Performance of the above is subject to the Supplier completing internal conflict checking and engagement acceptance procedures. Accordingly, The Supplier reserves the right to decline provision of support outlined above at its sole discretion.</p>
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In addition, given the likely limitations on the availability of information to which the Supplier has access concerning the REDACTED TEXT, the Supplier may not identify all facts or information relevant to the Services or that CO may regard as relevant. Accordingly, the Supplier cannot accept responsibility for matters not covered by the Deliverables or omitted due to the limited nature of the Services. The Services and Deliverables will not be an adequate substitute for a normal scope investigation on which reliance could properly be placed as part of the process REDACTED TEXT

Team

REDACTED TEXT will be the partner responsible to you for the Services described in this letter, and he will be assisted by REDACTED TEXT, an assistant director, and REDACTED TEXT, a Manager.

Base Location

The Services shall be carried out at several locations, including the Supplier's address, at 1 Horse Guards Road, London, SW1A 2HQ and at other locations as required throughout the life of this contract. Given the restrictions on travel due to Covid-19, it is expected that the majority of services shall likely be carried out by individuals working from their home or equivalent location and collaborating using technology.

Customer Responsibilities

- Making all formal communications with other stakeholders and regulators and liaising with all other interested stakeholders as necessary;
- The Customer will (i) take decisions and obtain management approvals promptly; and (ii) give the Supplier full and prompt access to its people and to its other advisers associated with the engagement.

If, for whatever reason, the Customer is unable to carry out the above responsibilities, then the Supplier shall not be liable for any delays or penalties, as it may not be possible to perform the work within the quoted fees and allotted timeframe. If, for whatever reason, the Customer is unable to carry out the above responsibilities, then the Supplier shall not be liable for any delays or penalties, as it may not be possible to perform the work within the quoted fees and allotted timeframe.

IT systems

It is expected that the Supplier will be permitted to carry out the work on Deloitte laptops. To the extent this is not the case, the Supplier team will carry out all of its work on CO laptops. The Customer will have responsibility for ensuring that CO laptops are provided to the Supplier team in advance of the commencement of the Services.

Phases of work and key deliverables

as outlined below at section 6.1.

3. PROJECT PLAN

3.1.	Project Plan: Not required
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4. CONTRACT PERFORMANCE

4.1.	Standards: Not applicable
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: In Clause 39.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: Customer: REDACTED TEXTSupplier: REDACTED TEXTDeloitte LLP
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): N/A

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) REDACTED TEXT
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
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Cabinet Office 1 Horse Guards Road, London, SW1A 2HQ
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The duration of this contract.
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: N/A
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: REDACTED TEXT
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); In clause 37.2.1 of Call Off Terms
7.3	Insurance (Clause 38.3 of the Call Off Terms): 125% of contract value

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: TBC
9.2	Commercially Sensitive Information: REDACTED TEXT

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Not applicable
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
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: 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):N/A
10.9	Notices (Clause 56.6 of the Call Off Terms):

	<p>Customer's postal address and email address:</p> <p>Cabinet Office 1 Horse Guards Road, London, SW1A 2HQ</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) – not used</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>You and we agree that neither of us will use the other's name, trademarks, service marks, logos, trade names and/or branding without prior written consent.</p>
10.14	<p>Staff Transfer</p> <p>Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).</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 TEXT
Signature	REDACTED TEXT
Date	REDACTED TEXT

For and on behalf of the Customer:

Name and Title	REDACTED TEXT
Signature	REDACTED TEXT
Date	REDACTED TEXT

ANNEX 1 – CALL OFF CONTRACT CHARGES

REDACTED TEXT

ANNEX 2 – CALL OFF TENDER

REDACTED TEXT