



Crown  
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Service

## Statement of Requirements

Contract Reference: CCCC20A01 Provision of Cabinet Office  
Consultancy Support Arrangements

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## **1. PURPOSE**

- 1.1 Over the next 12 - 24 months, Government departments anticipate a significant increase in demand for strategic programme management expertise from the consultancy market, to support the successful delivery of the UK's economic and political independence including, future relationships with the EU and the rest of the world (referred to as Transition period and beyond in this document)
- 1.2 The Cabinet Office has embarked on a process to engage knowledgeable and expert partners with the right skills and experience to be deployed across a number of government projects, to help expedite delivery. The successful providers will work with the Cabinet Office's EU Exit Implementation Capability Unit (EUEICU) to deploy consultants into the departments and projects most in need of support.
- 1.3 The new arrangement will include two Lots
  - 1.3.1 Lot 1: Strategic support (thinking and shaping) to support departments in defining strategy and programmes and
  - 1.3.2 Lot 2: Tactical support (shaping and delivering) including defining and implementing delivery programmes and projects),
- 1.4 The new arrangement will have a maximum term of 2 years (1 year plus 1 year extension option) and anticipate project-spend of circa £60m per annum (based upon previous relationships). This is a forecast and there is no guarantee of project spend.
- 1.5 The outcome of the General Election on 12 December 2019 outlined the Government urgency to press forwards to develop programmes to enable our economic and political independence outside the single market and customs union after 31 January 2020. Responding to this urgency, the Cabinet Office is establishing new Consultancy arrangements under the Crown Commercial Service Framework RM6008 Management Consultancy Framework Two (MCF2).

## **2. BACKGROUND TO THE CONTRACTING AUTHORITY**

- 2.1 The Cabinet Office's EUEICU was established to centrally coordinate and prioritise resourcing and capability requirements for the critical EU Exit projects and programmes. The unit works collaboratively across Government with various Departments and Functions to support the successful delivery of EU Exit and projects and programmes to ensure that the UK is well prepared for the end of the transition period, able to recover our economic and political independence.
- 2.2 The EUEICU is engaged to support all government departments with progressing their most critical Transition period and beyond projects and programmes. A key theme across departments where central support is required, is in securing strong programme delivery expertise and senior level programme support. The Cabinet Office (CO) therefore requires consultancy

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Service Providers to work with the EUEICU to identify opportunities, and to deploy consultants to support incumbent departmental teams with delivering at pace and mitigating risks across their Transition period and beyond portfolios.

### **3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT**

- 3.1 The EUEICU (as part of the Cabinet Office) has previously established a similar arrangement using Crown Commercial Service RM3745 Management Consultancy Framework, which is due to expire on 30 April 2020. The expiring arrangement has successfully engaged spend of £88m over the past two years and there is sufficient demand that this arrangement should be replaced, with a similar and improved arrangement that enhances Value for Money.
- 3.2 The new arrangement will require Consultancy Providers who have access to a range of Consultants including, but not limited to, senior strategic programme managers, project managers, PMO, planning and business analysts:
  - 3.2.1 To provide better Value For Money by using the new MCF2 arrangements
  - 3.2.2 To enhance the opportunity for Cabinet Office to mitigate the risk of duplication of engagements with similar requirements across multiple partners, and
  - 3.2.3 To reliably deploy effective Consultants at very short notice
- 3.3 Depending on the maturity of the projects and the needs of the client department, assistance may be required at three tiers of engagement; **'thinking'**, **'shaping'** and **'delivery'**.
- 3.4 Consultants may be placed in any government department, although it is expected that the highest volume of requests will come from departments that are most heavily impacted by the changes after 31 January 2020. These are likely to be DEFRA, BEIS, DCMS, DHSC, DfT, HO and HMRC. Other bodies which may be affected include OGDs, NDPBs, ALBs and Devolved Administrations.
- 3.5 Based on the types and volumes of requests for support under the expiring arrangement, the EUEICU forecasts the need to deploy Consultancy (Service Providers) resources at pace to support Departments. The aim of the new arrangement is to embed consultants within and/or alongside the existing civil service teams, to aid the delivery of excellent results within departments.
- 3.6 We anticipate not exceeding two (2) Service Providers to be appointed on to Lot 1 and not exceeding four (4) Service Providers to be appointed on to Lot 2.

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- 3.7 Should the Service Providers be unable to provide suitably qualified Consultants at the pace needed, the Authority reserves the right to explore alternative routes to procure the relevant Services as defined in Attachment 6 - Commissioning Guidance.
- 3.8 Consultants will be fully embedded within client departments, in order to best support their delivery and working in accordance with the client departments' management structures.
- 3.9 The Consultancy support required, typically focuses on three key areas:
- 3.9.1 Tier 1 - **Thinking**
- 3.9.1.1 Senior strategic support to assist departments with strategic consultancy to help define programmes
- 3.9.2 Tier 2 - **Shaping**
- 3.9.2.1 Senior strategic programme management/PMO consultancy services to design, size and shape Implementation programmes to ensure we are ready for the end of the transition period.
- 3.9.3 Tier 3 - **Delivery**
- 3.9.3.1 Project/programme manager delivery roles.
- 3.10 The Consultancy Services will be split into the two Lots as:
- Lot 1 – Tier 1 & 2 – Thinking/Shaping;
  - Lot 2 – Tier 2 & 3 – Shaping/Delivery.

## 4. DEFINITIONS

Expression or Acronym	Definition
ALBs	Arm's Length Bodies
BEIS	means the Department for Business, Energy and Industrial Strategy
CSHR	means the Civil Service Human Resources
Client Department	means the relevant department that the Service Provider will be providing services to
DCMS	means the Department for Culture, Media and Sport
DEFRA	means the Department for Environment, Food and Rural Affairs
DfT	means the Department for Transport

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DHSC	means the Department for Health and Social Care
GCF	means the Government Commercial Function
GDS	means the Government Digital Service
HMRC	means Her Majesty's Revenue and Customs
HMT	means Her Majesty's Treasury
HO	means the Home Office
IPA	means the Infrastructure and Projects Authority
NDPBs	Non Departmental Public Bodies
OGDs	Other Government Departments
Service Provider	means the suppliers that are awarded a Contract, following the outcome of the tender evaluation process;

## 5. THE REQUIREMENT

5.1 The requirement is broken down into

5.1.1 General Requirements

5.1.2 Additional Requirements

5.1.3 Lot-specific Requirements

5.2 General requirements

5.2.1 The Service Providers shall comply with the Civil Service Values and Standards of Behaviour in The Civil Service Code. It is the responsibility of the Service Providers to ensure their Consultants fully comply with these standards at all times. Any deviation may result in termination of the Client Department engagement and at the discretion of the Cabinet Office or the Civil Service, a number or all of extant engagements or the whole arrangement.

5.2.2 Service Providers will provide the relevant capabilities in accordance with the Project Brief and thereafter as provided in the Government Project Delivery Functional Standard (<https://www.gov.uk/government/publications/project-delivery-functional-standard>).

5.2.3 The EUEICU anticipates that there will be a need for specific experience in the following areas (this is not a definitive list):

5.2.3.1 International trade comparisons and research

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5.2.3.2 Immigration policies and EU border arrangement

5.2.3.3 Food, agriculture and animal welfare policies

5.2.3.4 Healthcare supply chain

### 5.3 Additional Requirements

5.3.1 Service Providers will have the capability to deploy resources at the pace and scale required by the Authority. The Resources deployed must be immediately available, be suitable for the specific requirement, able to meet the Security Requirements of the Project and shall be retained throughout the project period (unless replaced with suitable equivalently qualified staff without a break in service with minimal churn to the appointing Authority). The Security Requirements for each engagement shall be determined prior to commencement of the engagement and shall be continuously monitored during the engagement in the light of risks engaged or arising.

5.3.2 Service Providers must be able to demonstrate very strong conceptual and quantitative analytical skills, the ability to identify issues across an exceptionally wide-ranging portfolio of activity and offer constructive and rigorous scrutiny and challenge will be vital.

5.3.3 Service Providers will need a close attention-to-detail, being able to demonstrate the ability to comprehend both high level and low level detail. They should also demonstrate an ability to distil a wide range of complex inputs to the simple 'so what?' whilst being sufficiently confident of the underpinning detail to win the confidence of senior stakeholders. These roles will be intellectually demanding and require the personnel to quickly master policy briefs containing a wide range of complex information.

5.3.4 Service Providers will also require very strong verbal and written communication skills and strong inter-personal skills to influence and brief senior stakeholders in person and through written prose (e.g. memos), Any 'slide-deck' presentations should set out the results of their analysis in a compelling manner.

5.3.5 Service Providers will have demonstrable experience of leading and working on projects of a similar nature.

5.3.6 The Service Providers shall deliver the following:

5.3.6.1 Support Client Departments in planning for delivery of programmes;

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- 5.3.6.2 Engage with multiple and often conflicting agendas to influence and shape solutions;
- 5.3.6.3 Develop programme requirement activities, ensuring the needs of key stakeholders are articulated;
- 5.3.6.4 Identify and assess strategic and operational risks, ensuring these are prioritised and mitigating actions developed, implemented and monitored throughout the life of the project(s);
- 5.3.6.5 Develop strategic relationships with complex and diverse stakeholder groups, ensuring stakeholders needs are identified and addressed and join up across different parties;
- 5.3.6.6 Quality assure the dependency management process, working with senior stakeholders to resolve issues and act as a link between programme and business governance;
- 5.3.6.7 Develop and agree measurable success criteria, monitor and control project progress and performance;
- 5.3.6.8 Work with stakeholders to establish and maintain effective governance and reporting structures for successful delivery of projects;
- 5.3.6.9 Provide specialist advice and support to ensure that appropriate standards, good practices and lessons learned are sought and applied across all projects, identifying where interdependencies, common capability and opportunities exist across projects, to drive continuous improvement and realise efficiencies.

#### 5.4 Lot-specific Requirements:

##### 5.4.1 For Lot 1, the Service Provider shall:

##### 5.4.1.1 Provide strategic analysts to:

- (a) Run rapid 'deep dive' reviews of policy and delivery issues across government departments as they emerge;
- (b) Support departments in working through the most complex delivery issues;

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- 5.4.1.2 Provide on-going strategic policy analysis and development to help departments diagnose delivery challenges and co-develop solutions either by re-working policy assumptions (the 'what') or the proposed means of delivering the policy (the 'how');
- 5.4.1.3 Provide rapid diagnostic reviews of, and recommendations to, resolve individual or cross-cutting policy and delivery questions. These will typically take the form of short memos or slide decks, summarising the quantitative or conceptual analysis employed to interrogate the policy questions at hand;
- 5.4.2 For Lot 2, the Service Provider shall:
  - 5.4.2.1 Organise and engage with assurance processes such as gateway reviews, as required;
  - 5.4.2.2 Lead on planning activity, working with the project team to support delivery of business case benefits and outcomes;
  - 5.4.2.3 Analyse performance data, looking at trends to identify areas for improvement, and selecting appropriate methods and tools to resolve them;
  - 5.4.2.4 Coordinate and manage programme requirement activities, ensuring the needs of key stakeholders are articulated;
  - 5.4.2.5 Develop and maintain the project plan, integrating this with other inter-dependent projects, where appropriate;
- 5.4.3 For Lot 1 & 2, the Service Provider shall:
  - 5.4.3.1 Support client departments in planning for delivery of programmes;
  - 5.4.3.2 Engage with multiple and often conflicting agendas to influence and shape solutions;
  - 5.4.3.3 Develop programme requirement activities, ensuring the needs of key stakeholders are articulated;
  - 5.4.3.4 Identify and assess strategic and operational risks, ensuring these are prioritised and mitigating actions developed, implemented and monitored throughout the life of the project(s);

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- 5.4.3.5 Develop strategic relationships with complex and diverse stakeholder groups, ensuring stakeholders needs are identified and addressed and join up across different parties;
- 5.4.3.6 Quality assure the dependency management process, working with senior stakeholders to resolve issues and act as a link between programme and business governance;
- 5.4.4 Develop and agree measurable success criteria, monitor and control project progress and performance;
  - 5.4.4.1 Work with stakeholders to establish and maintain effective governance and reporting structures for successful delivery of projects

## 6. KEY MILESTONES AND DELIVERABLES

6.1 The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Meet the Supplier day: half day event for the EUEICU and Client Departments to meet the Service Providers and for Service Providers to explain the services they offer	Within month 1 of Contract Award, subject to the date being confirmed by the Contracting Authority
2	Process workshop: Half day event for EUEICU to share processes with Service Providers and an opportunity for them to suggest improvements	Within month 1 of Contract Award
3	Establishing invoicing procedures: EUEICU to outline to Service Providers how the invoicing process will work	Within month 1 of Contract Award
4	Knowledge Transfer: Supplier to provide their overarching approach to Knowledge Transfer that will be applied to each PEL. Approach should demonstrate how the success of knowledge transfer will be assessed and measured. To be	Within month 1 of Contract Award

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## **7. MANAGEMENT INFORMATION/REPORTING**

- 7.1 The Service Provider is expected to track and monitor the status of their engagements including being able to report on spend and billing positions.

## **8. PROJECT DELIVERY**

- 8.1 No works can commence under this arrangement without the written consent of the EUEICU
- 8.2 Works will be commissioned in accordance with the Commissioning Guidance outline in Attachment 6 - Commissioning Guidance 2020.
- 8.3 Requests for consultancy support must be submitted by the Client Department to the EUEICU. The EUEICU will review the requests and determine whether they are In or Out of Scope, of the arrangement. If they are deemed In Scope the EUEICU will allocate a supplier to the request.
- 8.4 Consultancy Providers will generally be allocated to engagements on a rotational basis, ensuring all Providers on the Lot have an equal opportunity to engage. Equitable rotation will be operated on a value of spend basis. In addition, the EUEICU reserves the right to bypass equitable rotation where it may be deemed appropriate to do so.
- 8.5 For the preliminary rotation works will allocated based on the evaluation results. That means the highest scoring Service Provider is engaged for the first commission, the second highest scoring Service Provider for the second commission and so on.
- 8.6 Where the Service Provider is unable to fulfil the requirement the EUEICU will engage the next Service Provider in rotation.
- 8.7 Prior to commencing work, the Service Provider with the input of the Client Department and the EUEICU, will have produced a Project Engagement Letter (PEL) which has been approved by the EUEICU. This document will set out, the work to be undertaken, the deliverable outputs or outcomes, the resource requirements and the total anticipated cost. The Consultancy will be measured against successful delivery of these requirements.
- 8.8 The Service Providers and Consultants shall carry out their duties in compliance with the terms of the Client Department's project brief, the provisions made in their Tender submission and all subsequent instructions made by EUEICU, which shall be confirmed in writing (so far as such instructions are applicable to the Services hereunder agreed to be performed

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by them). In case of conflict between the terms of the Client Department's project brief and any subsequent instructions, the subsequent instructions shall prevail (but such instructions shall not extend the Engagement Scope of Work or Consultants engaged, Project programme or Engagement Cost without written approval of EUEICU). All instances of these types of change must be referred to EUEICU prior to the change being applied.

- 8.9 The Consultancy Providers and Consultants shall exercise reasonable skill, care and diligence in performance of all duties agreed to be performed by them.
- 8.10 The Service Providers shall, throughout the life of the contract, identify in writing any potential, actual or perceived conflicts of interest that may arise in respect of the services or individual project engagements.
- 8.11 The Consultants shall as a matter of urgency make the EUEICU aware of any concerns they may have in relation to the project on which they are engaged.
- 8.12 The Service Providers shall obtain the written prior approval of the EUEICU to any modification of any instruction earlier recommended for change / approval by the Client Department.
- 8.13 If requested to do so by EUEICU, the Service Provider shall undertake any additional work (not covered by the Client Department's project brief) as may be necessary in connection with the project. Prior to undertaking any additional work, the EUEICU must approve a new PEL from the Service Provider and the Client Department.
- 8.14 The Consultants shall in connection with the project:
- 8.14.1 Undertake all necessary enquiries, surveys and investigations;
  - 8.14.2 Submit reports to the Authority or the client department on the project no later than the dates specified by the Authority or client department unless otherwise agreed in writing;
  - 8.14.3 Deliver presentations to senior management, the general public or other stakeholders, as agreed at project outset or as reasonably required during the course of the project; and
  - 8.14.4 Deliver the project outcomes and objectives within any timescales agreed at the project outset. The notice period for projects shall be specified on a case-by-case basis and will be linked to the duration of that specific project – the minimum notice period shall be no less than 5 working days

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## **9. CONTINUOUS IMPROVEMENT**

- 9.1 The Service Providers will ensure that Service delivery is continually reviewed and addressed so that improvements can be continuously incorporated into the Consultancy Service Provider's arrangement.

## **10. STAFF AND CUSTOMER SERVICE**

- 10.1 The Service Providers shall ensure that only suitably experienced and qualified consultants shall be commissioned to provide Services. The Service Providers shall make consultants available to provide continuous support for periods of engagement ranging from 1 week to 12 months (exact periods of engagement will be dependent upon client need). The Client Department requires the right to agree, review and/or replace resource for the assignment prior to and during the engagement, if such grounds should require this (this is not expected to be unreasonably applied).
- 10.2 In order to maintain continuity of support once operational, it is desirable that there is no replacement of consultancy team members, unless to meet specific requirements, such as the need for a specific skill set that another client requires. Significant changes in the assigned personnel shall not be made without prior written consent of the EUEICU and the Client Department. Such consent will not be unreasonably refused. Where there are uncontrollable reasons such as illness or resignation from post that may affect continuity, the EUEICU will work with the Consultancy Service Provider and the Client Department, to keep disruption to a minimum in accordance with Sections 27 and 28 of the terms and conditions of the contract.
- 10.3 The Service Providers shall advise the EUEICU and the Client Department as soon as reasonably practicable in the event of a change in personnel during the delivery of Services.
- 10.4 The Service Providers shall ensure that all personnel and other persons providing the Services are at all times properly and sufficiently qualified, competent, careful, skilled, honest, experienced, instructed and supervised as required. In particular to ensure adequate discharge of the Service Provider's obligation in relation to:
- 10.4.1 The task or tasks such a person has to perform;
  - 10.4.2 All relevant provisions of the agreement; and
  - 10.4.3 All relevant policies, rules, procedures and standards of the Client Department and Authority.

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- 10.5 The Service Providers shall have processes and procedures to manage business continuity and ensure effective recruitment and retention of Consultants.
- 10.6 As part of on-going review processes, the EUEICU and / or the Client Department may request the removal from the Service of any of the Consultancy Service Providers' staff whom the EUEICU or the Client Department reasonably believes to be unsuitable. Such request may be made if the EUEICU or the Client Department considers the staff member to be insufficiently skilled or competent, or to be guilty of misconduct (for example, but not limited to, assault or abuse; racial or sexual harassment) in accordance with Section 28 of the terms and conditions of the contract.
- 10.7 The team will be based on Client Department sites, deployed by and acting under the instructions of the department.
- 10.8 The Service Providers shall ensure that their Consultants deployed with Client Departments adhere to the Client Department's behavioural standards.
- 10.9 When the initial period of an Engagement is extended via the agreed process, should that extension period move from one duration rate to another duration rate, for example from 0-3 months to 3-6 months, the new duration rate shall be applied.

## **11. SERVICE LEVELS AND PERFORMANCE**

- 11.1 The EUEICU will measure the quality of the Service Providers' delivery and performance with the following:
- 11.1.1 Prior to starting any work, the PEL will set out the work to be undertaken, the deliverable outputs and the resource requirements. The Service Provider will be measured against successful delivery of those requirements.
  - 11.1.2 During the engagement a reporting timeline will be agreed with the Client Department and EUEICU that meets client expectations. The Client Department will monitor progress on deliverable outputs to be monitored and reported on.
  - 11.1.3 The Service Providers are expected to adhere to all existing EUEICU and departmental processes to ensure quality service delivery including, but not limited to:
    - 11.1.3.1 Regular reviews with the EUEICU Lead
    - 11.1.3.2 Regular reviews with the Client Department

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- 11.1.4 A post-engagement quality review of the engagement will be arranged where client departments rate services on a scale between 1 (low) and 5 (excellent). Consultants will be expected to achieve at least a 4 rating on all engagement work.
- 11.1.5 For engagements lasting 3 months or more, quality reviews will also take place mid-engagement and at various points throughout the engagement.

KPI/SLA	Service Area	KPI/SLA description	Target
1	Supplier engagements	Service Provider will own the meeting and set-up. Must have remote accessibility  The Service Provider should attend each meeting and having the correct people in the room	Weekly
2	Supplier engagement	Quarterly supplier engagement  Attendance and having the correct people in the room  Service Providers to provide a report on performance against the SLAs as defined in PEL If Service Providers are not satisfying the SLAs a performance improvement plan will be put in place. If performance issues persist the	Quarterly  SLA's as defined in the PEL

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		Service Provider will miss its next allocation of work on rotation.	
3	PELs	<p>The PEL is used to document the works to be conducted for the project being commissioned.</p> <p>Service Provider leads on the production of the PEL.</p> <p>Each commissioned works must follow the PEL guidance.</p>	<p>Each commission is documented in a PEL.</p> <p>PELs are provided within the specified timeframes as detailed in Attachment 6 – Commissioning Guidance 2020.</p>
4	Commissions	<p>Any works commissioned through this arrangement.</p> <p>Service Providers must also adhere to Client Department's governance processes and behavioural standards.</p>	<p>Service Providers will not commence work without the relevant approvals or contractual cover in place.</p> <p>Projects satisfy all relevant conditions issued.</p> <p>Service Providers are expected to respond to new requests for consultancy support within 24hrs.</p>
5	Customer satisfaction surveys	Capture customer feedback and highlight supplier performance.	Service Providers must score an average of 4/5 on customer satisfaction surveys. Where satisfaction scores are below 4 the results will be reviewed by the EUEICU with the

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			Service Provider and a performance improvement plan may be put in place. A copy of this survey is provided with this ITT pack
6	Accessibility and location	The delivery of services.	Service Providers must be able to deliver services at various Government locations across the UK including being present in person as and when required to meet the customer need.
7	Security clearance	Service Providers must be able to provide SC cleared staff where required and at very short notice.	All consultants supplied by the Service Provider to have the relevant security clearance as defined in the PEL.
8	Invoice accuracy		100%

11.2 If Service Providers are not satisfying the SLAs a performance improvement plan will be put in place. If performance issues persist the Service Provider will miss its next allocation of work on rotation.

## 12. SECURITY AND CONFIDENTIALITY REQUIREMENTS

12.1 The majority of projects shall require consultants to be cleared to the Security Clearance level of Security Check (SC). Some projects may require a higher or lower level of clearance. The level of security clearance required will be communicated to the successful Service Provider prior to the engagement commencing. The Client Department will make best endeavours in providing as much prior notice as is possible in such an event.

12.2 Nationality restrictions are not in place for these projects, although certain projects, due to their highly sensitive nature, may restrict eligibility to UK nationals or dual UK nationals. The Authority will make best endeavours in providing as much prior notice as is possible in such an event.

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- 12.3 No information will be taken offsite and no offsite working on the Client Department's information will be allowed without the prior approval of the Client Department.

## **13. PAYMENT AND INVOICING**

- 13.1 The Service Providers shall charge the Authority for their Services based on a standard economic unit of a rate per day per grade of Consultant. The daily rates offered shall be inclusive of all expenses, including travel to the base location for each engagement. Travel outside the base location shall be in accordance with the Authority's or Client Departments Travel and Subsistence Policy, depending to whom the Services are being delivered to. Where expenses are incurred during work for the Client Department the claim for expenses shall in all cases be approved by the Client Department prior to being paid by EUEICU.
- 13.2 The Service Providers agree that pricing will be held firm for the duration of the contract; Service Providers should note that the Authority will be focused on containing and controlling costs and scope and will be actively seeking discounts on rates for longer term projects.
- 13.3 Duration based discounts, as per the Supplier's tender submission, will be applied. Such discounts will apply where work on a particular requirement or project with the same Service Provider is extended in discrete blocks.
- 13.4 In some instances, capped fee or output based pricing may be applied to projects. The final decision would lie with the Authority and Client Department and use of a capped fee model would be agreed on a project-by-project basis only where there is a clear financial benefit to the Client Department.
- 13.5 Payment will be monthly in arrears, conditional on satisfactory delivery of the pre-agreed number of consultant days and products and deliverables.
- 13.6 Before payment can be considered, each invoice must include a detailed breakdown of work completed, the number of consultant days completed and the associated costs, separated by each department/project to which the Service Providers have deployed Consultants.
- 13.7 Service Provider invoices must first be approved by the Client Departments that have commissioned the works before being processed by the Authority.
- 13.8 Should there be a dispute regarding the fee or expenses payable to the Service Provider, the Authority and the Client Departments, shall reserve the right to withhold payment of the sum in dispute until such time as the matter can be resolved. The Service Provider will ensure that any consolidated invoices do not include such amounts so as not to delay payment of the remaining authorised sums.

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13.9 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

13.10 Invoices should be submitted to: [fst-consultancy@cabinetoffice.gov.uk](mailto:fst-consultancy@cabinetoffice.gov.uk)

## **14. CONTRACT MANAGEMENT**

14.1 The Service Providers and/or Consultants shall, as the Project proceeds, consult the Authority and keep them informed in all matters connected with the project, in such manners required by the Authority or any person, bodies or authority having statutory powers or rights in connection with the project.

14.2 The Service Providers will be required to provide evidence of effective contract performance by agreeing objectives and targets with the client in the PEL, and once approved and prior to the start of the project, shall provide regular performance monitoring and management information to the Client Department, in relation to such objectives and targets.

14.3 The Service Providers shall send the appropriate Consultants or personnel to all meetings convened by the Client Department in connection with the project to which they may be invited, including regular progress meetings. The Client Department may reserve the right to request any additional meetings where necessary to address any matters between the review meetings. Attendance at such meetings will be at no additional cost to the Client Department.

14.4 Attendance at Contract Review meetings shall be at the Supplier's own expense.

## **15. INTELLECTUAL PROPERTY RIGHTS**

15.1 All materials produced by the successful provider must be kept and stored securely in line with the terms and conditions of the Non-Disclosure Agreement and terms of the framework. Upon completion of the Contract all materials produced will be surrendered to the Authority with the Service Provider retaining joint Intellectual Property Rights.

## **16. PROJECT DOCUMENTS**

16.1 The Authority, Client Department and the Service Providers shall jointly be entitled to the copyright of all documentation and other material produced for the purpose of the project by the Service Providers or Consultants under their direction or supervision.

16.2 The Service Providers or Consultants shall not use any such documents or material for any purpose other than the project without the written prior agreement of the Authority.

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## 17. COMPLAINTS

- 17.1 The Service Providers will have in place (or at its own cost shall establish prior to accepting any engagements) a comprehensive and accessible procedure for dealing with complaints or problems raised or experienced by the Client Department. A copy of the Service Provider's complaints procedure will be provided to the Client Department, within 5 days of the implementation/commencement of the Services.
- 17.2 The Service Providers' Complaints Procedure shall be provided and should ensure that all complaints are logged, investigated and resolved accordingly in a timely manner with:
- 17.2.1 Verbal complaints responded to with a written response within 3 working days; and
  - 17.2.2 Written complaints acknowledged and responded to with a written response within 5 working days.
- 17.3 In the event the Service Providers are not able to provide a written response within the timescales specified in Clause above, the Service Providers and/or Consultants shall advise the Client Department of this and will provide a realistic timescale of when a response is likely to be provided. The Service Provider and/or Consultants will provide the Client Department with regular updates as may be agreed between the parties.
- 17.4 In the event that the Client Department is not satisfied with the response provided by the Service Providers to a complaint made, the Service Providers will execute an appropriate escalation procedure with defined timescales and respond to the Client Department, by no later than 5 working days after Customer contact.
- 17.5 Where the Client Department makes a complaint during a project (i.e. because the Consultant has not arrived on time or is inadequately qualified, etc.) the Service Providers shall ensure that the complaint is dealt with as a matter of urgency and will attempt to resolve the complaint straightaway where possible.
- 17.6 In the event that similar complaints continue to occur throughout the Service Providers arrangements and/or the number of complaints has reached an unacceptable level, the EUEICU reserves the right to host an additional meeting with the Service Providers and any nominated Client Departments at no chargeable cost to EUEICU or the Client Departments, in order to review and discuss the complaints made. Where appropriate, the Client Department may decide to implement a performance improvement plan with the Service Provider until such time that all concerns have been satisfied.

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## **18. LOCATION**

- 18.1 The base location of the Services will be determined by each individual engagement and described in the PEL.
- 18.2 Expenses to the base location should be included in your day rates. Expenses to other locations during the engagement will be paid in line with the Client Department travel and subsistence policy and must be agreed in advance.

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