



Crown
Commercial
Service

**Provision of Consultancy for
GP Indemnity Organisational Design
To
NHS Resolution
From
Deloitte LLP**

Contract Reference: CCCC18A89

FRAMEWORK SCHEDULE 5

**CALL OFF ORDER FORM AND CALL OFF TERMS FOR THE MANAGEMENT
CONSULTANCY FRAMEWORK 2 AGREEMENT (RM6008)**

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 Consultancy for Management Consultancy Framework 2 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 advised by Contracting Authority post award
From	NHS Resolution ("CUSTOMER")
To	Deloitte LLP ("SUPPLIER")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 4 th July 2019
	Expiry Date: End date of Initial Period: Deloitte's scope of work as set out in the contract will be completed by 10 th October 2019. There is a period for internal review for NHS Resolution and then discussion of findings with the supplier up to 3 rd December 2019. Extensions to scope or time will be agreed via a change control notice. End date of Extension Period: 2 nd March 2020 Minimum written notice to Supplier in respect of extension: 10 working days

2. SERVICES

2.1	Services required: In Call Off Schedule 2 (Services)
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3. PROJECT PLAN

3.1.	Project Plan: In Call Off Schedule 4 (Project Plan)
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4. CONTRACT PERFORMANCE

4.1.	Standards: In Clause 11 (Standards and Quality) Applied
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: REDACTED
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Not applied

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT):
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	In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) In Annex C, paragraph 42.7 (consequences of termination without cause) Applied
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: Permissible For locations other than the specified base location, the Authority will pay reasonable out of pocket travel (using the most economical mode of transport) and subsistence expenses, properly and necessarily incurred in the performance of the services, calculated at the rates and in accordance with the authority's expenses policy. Overnight stays will need to be authorised before the event by the gp indemnity organisational design contract manager.
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): REDACTED
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The life of the Call Off Contract from the Call Off Commencement Date
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 applied
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph Error! Reference source not found. of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not Permitted

7. LIABILITY AND INSURANCE

7.1	Estimated Call Off Contract Charges: The sum of £426,150.00 (Excluding VAT)
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); In Clause Error! Reference source not found. of the Call Off Terms
7.3	Insurance (Clause 38.3 of the Call Off Terms): In Clause 38.3 of the Call Off Terms

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms):
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	In Clause 42.2.1(c) of the Call Off Terms
8.2	Termination without cause notice period (Clause Error! Reference source not found. of the Call Off Terms): In Clause Error! Reference source not found. 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

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applied
9.2	Commercially Sensitive Information: Deloitte considers any information relating to personal information (CVs, contact details etc.) or to our pricing, that contains details of our cost base or insurance arrangements, that relates to our proprietary information as well as our approach and/or our methodologies to be commercially sensitive/ confidential and exempt from disclosure under the Freedom of Information Act 2000 [(Scotland) Act 2002] ("FOIA"). Please notify us if you receive a request to disclose such information, prior to making any disclosure, so that we can consult with you about the applicability of the FOIA exemptions relating to this information. In addition, we note that the Government's Transparency Agenda may require the publication of all tender documents and Government contracts. In accordance with guidance issued by GPS in this regard, and Code of Practice for FoIA, if you choose to award the work covered by this proposal or supporting documents, NHS Resolution will need to consult with us about the redaction (as envisaged in the CCS guidance and Code of Practice) of certain parts of the contract, including those areas identified above, for this work and this proposal. Any enquiries about what may be commercially sensitive or queries about disclosure should be directed to REDACTED

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C - Date of issue of the Statement of Requirements: 4 th June 2019 Recital D - Date of receipt of Call Off Tender: 20 th June 2019 Recital E
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10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not Required
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): Not Applied
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: NHS Resolution 2nd Floor 151 Buckingham Palace Road London SW1W 9SZ REDACTED Supplier's postal address and email address: Deloitte LLP 1 New Street Square, London, EC4A 3HQ REDACTED
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): Not applicable
10.12	Call Off Tender: In Schedule 15 (Call Off Tender)
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) Not Applied
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).

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	16 th July 2019

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	18 th July 2019