



Crown
Commercial
Service

Call Off Order Form for Management Consultancy Services

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM AND CALL OFF TERMS

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 **RM3745** dated **14th September 2020**.

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	To be confirmed after Contract Award
From	Cabinet Office ("CUSTOMER")
To	Deloitte ("SUPPLIER")

SECTION B

CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 1 st October 2020
	Expiry Date: End date of Initial Period: 31 st March 2021 End date of Extension Period: 30 th April 2021 Minimum written notice to Supplier in respect of extension: 30 days

SERVICES

2.1	Services required: See Annex B – Call-Off Tender.
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PROJECT PLAN

3.1.	Project Plan: The Draft Project Plan has been included within Annex C – Deloitte's Bid..
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CONTRACT PERFORMANCE

4.1.	Standards: Any staff who will have access to internal Office of Government Property data should be Baseline Personnel Security Standard cleared. It is expected that a number of the team should have CTC clearance to allow access to more secure information. Those members of the project team who will be on the premises, at the location set out below, will be expected to adhere to the security.
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.

PERSONNEL

5.1	Key Personnel: Cabinet Office REDACTED Deloitte REDACTED
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): None.

PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): See Annex A – Call-off Charges.
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): See Annex B – Call-Off Tender.
6.3	Reimbursable Expenses: Permitted

	<p>The base location of the Services will be carried out at the OGP offices in 1 Horse Guards Road, London and expenses incurred from travel to this location should be included in the rates provided in Attachment 4 – Pricing Schedule.</p> <p>Expenses incurred for travel to other locations will be paid in line with the Authority’s Travel and Subsistence policy and must be approved in advance.</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>REDACTED</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>One (1) Call Off Contract Years from the Call Off Commencement Date.</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 Applicable.</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>

LIABILITY AND INSURANCE

7.1	<p>Estimated Year 1 Call Off Contract Charges:</p> <p>The sum of £ 280,000.00.</p>
7.2	<p>Supplier’s limitation of Liability (Clause 37.2.1 of the Call Off Terms);</p> <p>In Clause 37.2.1 of the Call Off Terms</p>
7.3	<p>Insurance (Clause 38.3 of the Call Off Terms):</p> <p>As per clause 38.</p>

TERMINATION AND EXIT

8.1	<p>Termination on material Default (Clause 42.2.1(c) of the Call Off Terms):</p> <p>As per Clause 42.2.1(c) of the Call Off Terms.</p>
8.2	<p>Termination without cause notice period (Clause 42.7.1 of the Call Off Terms):</p> <p>A per Clause 42.7.1 of the Call Off Terms.</p>
8.3	<p>Undisputed Sums Limit:</p> <p>As per Clause 43.1.1 of the Call Off Terms.</p>

8.4	Exit Management: Not Applied.
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SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Applicable.
9.2	Commercially Sensitive Information: See Annex C – Deloitte's Bid.

OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital C - date of issue of the Statement of Requirements: Recital D - date of receipt of Call Off Tender:
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not Required.
10.3	Security: Short form security requirements shall apply The Customer will require non-disclosure agreement if accessing information on sensitive projects or programs
10.4	ICT Policy: Not applied
10.5	Testing: 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): Clause 35.2.3 will apply.
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: Cabinet Office REDACTED Supplier's postal address and email address:

	Deloitte 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: See Annex A – Call-Off Tender.						
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms): Not Applicable.						
10.14	Staff Transfer Not Applicable.						
10.15	Processing Data Call Off Schedule 17.						
	<p>1. The contact details of the Customer Data Protection Officer is: REDACTED</p> <p>2. The contact details of the Suppliers Data Protection Officer is: REDACTED</p> <p>3. The Processor shall comply with any further written instructions with respect to processing by the Controller.</p> <p>4. Any such further instructions shall be incorporated into this Schedule.</p> <table border="1" data-bbox="309 1563 1393 1986"> <tr> <td>Contract Reference:</td> <td>CCCC20A74</td> </tr> <tr> <td>Date:</td> <td>14.09.2020</td> </tr> <tr> <td>Description Of Authorised Processing</td> <td>Details</td> </tr> </table>	Contract Reference:	CCCC20A74	Date:	14.09.2020	Description Of Authorised Processing	Details
Contract Reference:	CCCC20A74						
Date:	14.09.2020						
Description Of Authorised Processing	Details						

	Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.
	Use of Personal Data	Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities.
	Duration of the processing	For the duration of the Framework Award plus 7 years.
	Nature and purposes of the processing	<p>The collection, recording, organisation, structuring, storage, adaptation and alteration, retrieval, consultation, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data.</p> <p>The purpose being to develop a system for capturing, storing and reporting on Government Estate</p>
	Type of Personal Data	<p>Full name</p> <p>Workplace address</p> <p>Workplace Phone Number</p> <p>Workplace email address</p> <p>Names</p> <p>Job Title</p> <p>Compensation</p> <p>Tenure Information Qualifications or certifications</p> <p>Nationality</p> <p>Education & training history</p>

		<p>Previous work history</p> <p>Personal Interests</p> <p>References and referee details</p> <p>Driving license details</p> <p>National insurance number</p> <p>Bank statements</p> <p>Utility bills</p> <p>Job title or role</p> <p>Job application details</p> <p>Start date</p> <p>End date & reason for termination</p> <p>Contract type</p> <p>Compensation data</p> <p>Photographic facial Image</p> <p>Biometric data</p> <p>Birth certificates</p> <p>IP address</p> <p>Details of physical and psychological health or medical condition</p> <p>Next of kin & emergency contact details</p> <p>Record of absence, time tracking & annual leave</p>
	<p>Categories of Data Subject</p>	<p>Users of the d-NAR</p> <p>Contacts related to specific properties</p> <p>OGP System Administrators</p>

	<p data-bbox="555 194 730 228">Third Parties</p> <p data-bbox="555 271 1358 394">Plan for return or destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data:</p> <p data-bbox="555 434 1315 512">Under current practices, data related to properties are not destroyed or disposed. This data is retained indefinitely.</p> <p data-bbox="555 553 1358 676">User data will be archived and disposed when they leave the service or when access rights are revoked. The data is archived and retained for 12 months prior to destruction.</p>
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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	

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	

ANNEX A – Call-off Charges

REDACTED

Annex B – Call-off Tender

1. DEFINITIONS

Expression or Acronym	Definition
ALB	Arm's Length Bodies
API	Application Programming Interface
CCS	Crown Commercial Service
COTS	Commercial-off-the-shelf
CTC	Counter Terrorist Check
d-NAR	The Digital National Asset Register that will join the public sector property data sets across hundreds of public sector entities into one geospatial umbrella.
e-PIMS	Electronic Property Information and Mapping Service is the central database of Government Central Civil Estate properties and land. It records the precise location of property, along with information such as landlord details, lease data and usage.
FBC	Full business case
FR	Functional Requirements
GDS	The Government Digital Service, part of the Cabinet Office is a centre of excellence in digital, technology and data, collaborating with Departments to assist with their system transformation.
GES	Government Estates Strategy 2018. This sets out how the government plans to make the most efficient and cost-effective use of its property.
GIS	Geographic Information Systems
Government Property Finder or eGPF	This is a digital tool to find government-owned property, buildings or land in the UK.
GPP	Government Property Profession
LGA	Local Government Association
MOG	Machinery of Government

Expression or Acronym	Definition
ALB	Arm's Length Bodies
API	Application Programming Interface
NFR	Non-Functional Requirements
OBC	Outline Business Case
OGP	Office of Government Property
PoC	Proof of Concept
PS	Public Sector
RFP	Request for Proposal
SoftE	State of the Estate report, published by the Authority that is tabled in Parliament on an annual basis.
UAT	User Acceptance Testing

REDACTED

2. AUTHORITY'S RESPONSIBILITIES

- 2.1 The Authority will ensure the necessary documentation is provided to the supplier to review, alongside any supporting documentation that is required to provide the required assurance.

3. REPORTING

- 3.1 The platform and frequency for communication and reporting will be discussed with the successful Supplier as part of the on-board and mobilisation phase. Suppliers should anticipate an on-line digital platform and project-based approach for file sharing, communication Authority-Supplier collaboration and knowledge transfer during the contract period. Security will be a key aspect of any sharing and we would expect password protection and encryption for any sensitive information.

4. CONTINUOUS IMPROVEMENT

- 4.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the project duration.
- 4.2 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

5. SUSTAINABILITY

- 5.1 The Supplier should minimise impact on environmental sustainability by minimising landfill waste, paper, water, energy consumption and carbon emissions during delivery of the RFP scope.

6. QUALITY

6.1 No specific industry accreditation is mandatory for this work.

7. PRICE

7.1 Prices are to be submitted via the e-Sourcing Suite Attachment 4 – Price Schedule excluding VAT and including all other expenses relating to Contract delivery.

8. STAFF AND CUSTOMER SERVICE

8.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

8.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

8.3 The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

8.4 Potential Provider's staff assigned to the Contract shall have the required qualification, experience and aptitude to deliver the Contract.

9. SERVICE LEVELS AND PERFORMANCE

9.1 The Authority will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Project Management	Delivery on time and within total Contract award value.	100%
2	Project Management	Weekly contract review meetings with the project manager and monthly with the Programme Director.	100%
3	Compliance with Authority Requirements	The deliverables should meet the requirements specified in the RFP.	100%
4	Support to the User and Project Teams	The Supplier Team will provide sufficient knowledgeable resource to support the Authority Project Team and Users to review the PoC and refine requirements. This is measured by approval to move to next deliverable	100%

		according to the agreed delivery/ milestones.	
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9.2 The termination rules are detailed within the Contract Terms & Conditions.

10. SECURITY AND CONFIDENTIALITY REQUIREMENTS

10.1 Any supplier staff who will have access to internal OGP data should be Baseline Personnel Security Standard cleared. It is expected that a number of the team should have CTC clearance to allow access to more secure information. Those members of the project team who will be on the premises, at the location set out below, will be expected to adhere to the security process in place at the building.

10.1.1 The details for the project team who will be carrying out the work must be supplied to the Authority as part of the evaluation process and confirmation of the clearance that that they currently hold.

10.2 OGP will require a non-disclosure agreement if access to information about certain sensitive projects or programs is required by the Winning Supplier at Contract Award stage to perform this engagement.

11. PAYMENT AND INVOICING

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

11.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. At the commencement of the contract, the Supplier will provide the Authority with a schedule of month by month deliverables and the expected associated invoice amount for that month.

11.3 The Authority will issue a purchase order at the start of the contract. To enable prompt payment the Potential Bidder should submit invoices for payment clearly quoting the purchase order number to:

REDACTED

12. CONTRACT MANAGEMENT

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

12.2 There must be weekly contract review meetings with the project manager and monthly with the Programme Director.

12.3 In the current situation with Covid-19 these meetings can be held virtually. If face-to-face is necessary then any social distancing rules that are in place at that time must be adhered to.

13. LOCATION

- 13.1 The base location of the Services will be carried out at the OGP offices in REDACTED and expenses incurred from travel to this location should be included in the rates provided in Attachment 4 – Pricing Schedule. Expenses incurred for travel to other locations will be paid in line with the Authority’s Travel and Subsistence policy and must be approved in advance.
 - 13.1.1 In the current situation with Covid-19 any social distancing rules that are in place at that time must be adhered to when visiting any sites.
- 13.2 The activities in the OGP offices will include kick-off meetings, requirements meetings, review sessions and system demonstrations. The project team is expected to regularly visit the client premises.
 - 13.2.1 Critical review sessions should be scheduled in advance to ensure attendance can be secured. These arrangements are also subject to latest Government COVID guidance.
- 13.3 OGP promotes smarter working practices and green travel plans. Therefore, activities requiring location based meetings and workshops should be planned and kept to a minimum. The Authority uses Google Hangouts for collaboration in support of this approach and expects the supplier to be able to access this tool.

Annex C – Deloitte’s Bid
REDACTED