Crown Commercial Service

Call Off Order Form for Management Consultancy Services

COMMERCIAL ADVISORS FOR SOUTHERN ACCESS TO HEATHROW

TO

DEPARTMENT FOR TRANSPORT

FROM

DELOITTE LLP

CONTRACT REFERENCE: TROO0210

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 **Commercial Advisors for Southern Access to Heathrow** 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	**TROO0210**
From	**Department of Transport (DfT)** **("CUSTOMER")**
To	**Deloitte LLP** **("SUPPLIER")**
Date	**25 June 2021** **("DATE")**

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	**Commencement Date**: **28 June 2021**
1.2.	**Expiry Date:** End date of Initial Period: **28th December 2021** End date of Extension Period: **31 March 2022** (contract can be extended at the Authority's sole discretion) Minimum written notice to Supplier in respect of extension: **Two Weeks**

2. SERVICES

2.1.	**Services required**: In Call Off Schedule 2 (Services)

	Please see sections 5, 6 & 7 in Annex A – Statement of Requirements which has been more clearly defined by the supplier in the tender documents dated 04 June 2021. [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] • [redacted] [redacted] [redacted] [redacted] [redacted]

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3. PROJECT PLAN

3.1.	**Project Plan** In Call Off Schedule 4 (Project Plan) Please see Annex A – Statement of Requirements

4. CONTRACT PERFORMANCE

4.1.	**Standards**: Clause 11 (Standards and Quality) Applied
4.2	**Service Levels/Service Credits**: Please see Section 15 of Annex A – Statement of Requirements
4.3	**Critical Service Level Failure**: Not applied
4.4	**Performance Monitoring:** Sections 7, 8 and 15 of the Statement of Requirements apply.
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] [redacted] [redacted] Deloitte [redacted] [redacted]

5.2	**Relevant Convictions** (Clause 28.2 of the Call Off Terms): Applied

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) Please see Annex C – Deloitte Price Response
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**: Not Permitted
6.4	**Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): [redacted] [redacted]
6.5	**Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): For the entirety of the Call Off Contract from the Call Off Commencement Date including any extension options
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 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**: The total contract value for the initial term shall not exceed £120,000
7.2	**Supplier's limitation of Liability** (Clause 37.2.1 of the Call Off Terms); Clause 37.2.1 shall apply
7.3	**Insurance** (Clause 38.3 of the Call Off Terms): Clause 38.3 shall apply

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:** Not applied

9. SUPPLIER INFORMATION

9.1	**Supplier's inspection of Sites, Customer Property and Customer Assets:** Not applicable
9.2	**Commercially Sensitive Information**: Please see Section 16 in Annex A- Statement of Requirements

10. OTHER CALL OFF REQUIREMENTS

10.1	**Recitals** (in preamble to the Call Off Terms): Recital A

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): Clause 35.2.3 shall apply
10.9	**Notices** (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: [redacted] Supplier's postal address and email address: [redacted]
10.10	**Transparency Reports** In Call Off Schedule 13 (Transparency Reports)
10.11	**Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:** Not applicable

10.12	**Call Off Tender**: In Schedule 16 (Call Off Tender) – To be completed at Contract Award Please see Annex B – Deloitte Bid Response
10.13	**Publicity and Branding (Clause 36.3.2 of the Call Off Terms)** Clause 36.3.2 shall apply
10.14	**Staff Transfer** Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
10.15	**Processing Data** Call Off Schedule 17

Contract Reference:	**TROO0210**
Date:	**25 June 2021**
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 Contract plus 7 years.
Nature and purposes of the processing	
Type of Personal Data	Full name Workplace address Workplace phone number Workplace email address Names Job title Compensation

	Tenure InformationQualifications or Certificatio Nationality Education & training history Previous work history Personal Interests References and referee details Driving license details National insurance number Bank statements Utility bills Job title or role Job application details Start date End date & reason for termination Contract type Compensation data Photographic Facial Image Biometric data Birth certificates IP Address Details of physical and psychological health condition Next of kin & emergency contact details Record of absence, time tracking & annual leave
Categories of Data Subject	

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	29/06/2021

For and on behalf of the Customer:

Name and Title	[redacted]
Signature	[redacted]
Date	29/06/2021

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