



Crown
Commercial
Service

**Provision of Commercial and Financial
Advisors for the Williams Rail Review
TO
Department for Transport**

**From
Deloitte LLP**

Contract Reference: CCCC18B17

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FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM AND CALL OFF TERMS FOR THE MANAGEMENT CONSULTANCY FRAMEWORK AGREEMENT (RM3745)

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 and Financial Advisors for the Williams Rail Review dated **21st February 2019**.

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 advised by Contracting Authority post award
From	Department for Transport ("CUSTOMER")
To	Deloitte LLP ("SUPPLIER")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 25 th February 2019
1.2.	Expiry Date: End date of Initial Period 24 th December 2019 End date of Extension Period N/A Minimum written notice to Supplier in respect of extension: N/A

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: Please refer to Attachment 3 - Statement of Requirements
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: Please refer to Attachment 3 - Statement of Requirements
4.5	Period for providing Rectification Plan: In Clause Error! Reference source not found. of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: <u>Customer:</u> REDACTED <u>Supplier:</u> <u>Senior Consultants:</u> REDACTED <u>Junior Consultants:</u> REDACTED
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5.2	Relevant Convictions (Clause Error! Reference source not found. of the Call Off Terms):
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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)
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 (but see below) The base location for the services is Department for Transport, REDACTED, therefore all travel and subsistence to this location must be included in the Potential Provider rates. The Authority will not reimburse other overhead costs incurred e.g. travel costs, printing, holding meetings at Provider premises etc. Any costs associated with travel to other locations will be subject to the Department for Transport's standard Travel and Subsistence arrangements. The Authority considers the task of recording, tracking and reporting the time/cost incurred in delivering the requirements a part of the administration duties of the Provider and will not reimburse time/cost incurred in delivering this requirement.
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 Error! Reference source not found. of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): 10 months from 25 th February 2019 to 24 th December 2019. No extension option.
6.6	Supplier periodic assessment of Call Off Contract Charges (paragraph Error! Reference source not found. of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) 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
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7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £ 900,000.00 (exc VAT)
7.2	Supplier's limitation of Liability (Clause Error! Reference source not found. of the Call Off Terms); In Clause Error! Reference source not found. of the Call Off Terms
7.3	Insurance (Clause Error! Reference source not found. of the Call Off Terms):

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause Error! Reference source not found. of the Call Off Terms)); In Clause Error! Reference source not found. 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 Error! Reference source not found. 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
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9.2	Commercially Sensitive Information: We consider any information relating to personal information (CVs, contact details etc.), 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. Please notify us if you receive a request to disclose such information prior to making any disclosure, so that we can consult you about the applicability of the FOIA exemptions relating to this information

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital B Recital C - date of issue of the Statement of Requirements: 8 th January 2019 Recital D - date of receipt of Call Off Tender: 22 nd January 2019 Recital E
10.2	Call Off Guarantee (Clause Error! Reference source not found. of the Call Off Terms): Not required
10.3	Security: Short form security requirements
10.4	ICT Policy: Not applied
10.5	Testing: Not applied
10.6	Business Continuity & Disaster Recovery: Not applied Disaster Period: For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be N/A
10.7	NOT USED

10.8	Protection of Customer Data (Clause Error! Reference source not found. of the Call Off Terms): Not Applied
10.9	Notices (Clause Error! Reference source not found. of the Call Off Terms): Customer's postal address and email address: REDACTED REDACTED Supplier's postal address and email address: REDACTED 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 Applied
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 Applicable

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	25/2/2019

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	25/2/2019