



Crown
Commercial
Service

**THE PROVISION OF CONSULTANCY FOR
EAST WEST RAIL OPERATING MODEL AND ORGANISATIONAL
DESIGN PHASE 3**

**TO
DEPARTMENT FOR TRANSPORT**

**FROM
DELOITTE LLP**

CONTRACT REFERENCE: CCCC17B39

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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 Consultancy for East West Rail Operating Model and Organisational Design Phase 3** dated 18th December 2017.

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 inserted by the Customer
From	Department for Transport ("CUSTOMER")
To	Deloitte LLP ("SUPPLIER")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 16 th October 2017
1.2.	Expiry Date: End date of Initial Period: 31 st December 2017 End date of Extension: 31 st January 2018 Minimum written notice to Supplier in respect of extension: 1 week

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: <i>Appendix B section 12</i>
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: <i>Appendix B section 15</i>
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:
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	<p>[REDACTED]</p> <p>- [REDACTED]</p>
5.2	<p>Relevant Convictions (Clause Error! Reference source not found. of the Call Off Terms):</p> <p>Not Applied</p>

6. PAYMENT

6.1	<p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</p> <p>In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p>
6.2	<p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p>
6.3	<p>Reimbursable Expenses:</p> <p>Not permitted</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>DfT Shared Services Arvato</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
6.5	<p>Call Off Contract Charges fixed for (paragraph Error! Reference source not found. of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>3 month Call Off Contract from the Call Off Commencement Date. Extension option of 1 month</p>
6.6	<p>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))</p> <p>will be carried out on:</p> <p>Not Applied</p>
6.7	<p>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)):</p> <p>Not Permitted</p>

7. LIABILITY AND INSURANCE

7.1	<p>Estimated Year 1 Call Off Contract Charges:</p> <p>The sum of £564,500.00</p>
7.2	<p>Supplier's limitation of Liability (Clause Error! Reference source not found. of the Call Off Terms);</p> <p>In Clause Error! Reference source not found. of the Call Off Terms</p>
7.3	<p>Insurance (Clause Error! Reference source not found. of the Call Off Terms):</p>

8. TERMINATION AND EXIT

8.1	<p>Termination on material Default (Clause Error! Reference source not found. of the Call Off Terms)):</p>
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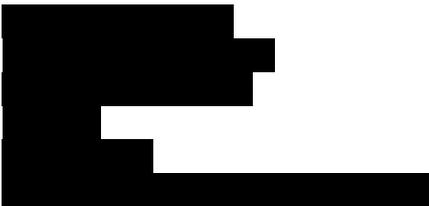
	In Clause Error! Reference source not found. of the Call Off Terms
8.2	Termination without cause notice period (Clause Error! Reference source not found. of the Call Off Terms): In Clause Error! Reference source not found. of the Call Off Terms
8.3	Undisputed Sums Limit: In Clause Error! Reference source 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
9.2	Commercially Sensitive Information: Details from tender response

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A
10.2	Call Off Guarantee (Clause Error! Reference source not found. of the Call Off Terms): Not required
10.3	Security:

	Long 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 10 working days
10.7	NOT USED
10.8	Protection of Customer Data Clause Error! Reference source not found. of the Call Off Terms
10.9	Notices (Clause Error! Reference source not found. of the Call Off Terms): <u>Customer’s postal address and email address:</u>  <u>Supplier’s postal address and email address:</u> 

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): <i>No additional clauses shall apply.</i>
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) No additional clauses shall apply.

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	 Partner
Signature	
Date	20/12/2017

For and on behalf of the Customer:

Name and Title	 CRM (RAIL)
Signature	
Date	21/12/2017

