Crown Commercial Service

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Call Off Order Form for Management Consultancy Services

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12/08/2013

**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 Agreementfor the provision of Consultancy Services 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 | To be confirmed by the Customer following Contract Award |
| From | **The Cabinet Office**  **("CUSTOMER")** |
| To | **Deloitte**  **("SUPPLIER")** |
| Date | **28th October 2020**  **("DATE")** |

SECTION B

1. call off contract period

|  |  |
| --- | --- |
|  | **Commencement Date**: 28th October 2020 |
|  | **Expiry Date**:  End date of Contract Period: 30th September 2021  End date of Extension Period: Not applicable  Minimum written notice to Supplier in respect of extension: Not applicable |

1. Services

|  |  |
| --- | --- |
| 2.1 | **Services required**:  Please refer to Annex A – Statement of Requirements |

1. PROJECT Plan

|  |  |
| --- | --- |
| **3.1.** | **Project Plan**: As outlined in Section 7 of Annex A - Statement of Requirements. |

1. contract performance

|  |  |
| --- | --- |
| **4.1.** | **Standards**:  In Clause 11 of the Contract Terms |
| **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 |

1. personnel

|  |  |
| --- | --- |
| **5.1** | **Key Personnel**:  For the Customer:  REDACTED  For the Supplier:  REDACTED |
| **5.2** | **Relevant Convictions**:  Clause 28.2 of the Call Off Terms shall apply. |

1. PAYMENT

|  |  |
| --- | --- |
| **6.1** | **Call Off Contract Charges** (including any applicable discount(s), but excluding VAT):  For the avoidance of doubt the Maximum Contract Value is £3,000,000.00 excluding VAT.  REDACTED |
| **6.2** | **Payment terms/profile**  Please refer to Annex A – Statement of Requirements |
| **6.3** | **Reimbursable Expenses**:  Not applied.  The Call Off Charges are inclusive of all expenses.  Consultants will work predominantly from home but may, by exception, require to join meetings in Central London.  In the event that the Supplier is expected to travel to these meetings, the base location shall be deemed as:  Cabinet Office  REDACTED |
| **6.4** | **Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  Invoices should be submitted to: REDACTED |
| **6.5** | **Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  The duration of the Contract Term. |
| **6.6** | **Supplier periodic assessment of Call Off Contract Charges** (paragraph 9.2 ofCall Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing))will be carried out on:  Not applicable. |
| **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 |

1. LIABILITY and insurance

|  |  |
| --- | --- |
| **7.1** | **Estimated Year 1 Call Off Contract Charges**:  £3,000,000.00 excluding VAT |
| **7.2** | **Supplier’s limitation of Liability**  In Clause 37.2.1 of the Call Off Terms |
| **7.3** | **Insurance** (Clause 38.3 of the Call Off Terms):  The Supplier’s standard business insurance shall apply. |

1. 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):  The period of thirty (30) Working Days in Clause 42.7 shall be amended to five (5) working days. |
| **8.3** | **Undisputed Sums Limit**:  In Clause 43.1.1 of the Call Off Terms |
| **8.4** | **Exit Management:**  In Call Off Schedule 9 (Exit Management) |

1. supplier information

|  |  |
| --- | --- |
| **9.1** | **Supplier's inspection of Sites, Customer Property and Customer Assets:**  Not applicable |
| **9.2** | **Commercially Sensitive Information**:  The Supplier’s proposal and pricing, any Supplier Personal Data and SupplierBackground IPR shall be classed as commercially sensitive information. |

1. 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: **28th September 2020**  Recital D - date of receipt of Call Off Tender: **9th October 2020** |
| **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:**  To be provided by the Customer following Contract Award |
| **10.6** | **Business Continuity & Disaster Recovery**:  In Call Off Schedule 8 (Business Continuity and Disaster Recovery)  **Disaster Period**:  For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be for the duration of the contract |
| **10.7** | **NOT USED** |
| **10.8** | **Protection of Customer Data**  In Clause 35.2 of the Call Off Terms |
| **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)  Reports will be provided quarterly, the format will be determined during the inception meeting. |
| **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**:  Please refer to Annex A |
| **10.13** | **Publicity and Branding (Clause 36.3.2 of the Call Off Terms)**  In Clause 36 of the Call Off Terms |
| **10.14** | **Staff Transfer**  Not applicable.  **List of Notified Sub Contractors**  REDACTED |
| **10.15** | **Processing Data**  Call Off Schedule 17  The contact details of the Customers Data Protection Officer are:  REDACTED  The contact details of the Suppliers Data Protection Officer are:  REDACTED |
| |  |  | | --- | --- | | **Contract Reference:** | **CCCC20B44** | | **Date:** | **28th October 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 Contract plus 7 years. | | Nature and purposes of the processing |  | | Type of Personal Data | Full name  Worplace address  Workplace Phone Number  Workplace email address  Names  Job Title  Compensation   |  | | --- | | Tenure InformationQualifications or Certifications | | 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 or medical condition | | Next of kin & emergency contact details | | Record of absence, time tracking & annual leave | | | Categories of Data Subject |  | | |
| **10.16** | **MOD DEFCONs and DEFFORM**  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 | REDACTED |
| **For and on behalf of the Customer:** | |
| Name and Title | REDACTED |
| Signature | REDACTED |
| Date | REDACTED |

ANNEX A – STATEMENT OF REQUIREMENTS

# PURPOSE

## The Covid-19 Task Force within Cabinet Office is charged with supporting the Prime Minister and Cabinet in developing the Government’s COVID-19 response and recovery policies, and leading on implementation.

## This includes:

### Leading policy development across Government on cross-cutting COVID-19 priorities for response and recovery, including the impact on communities, business, transport and borders, shielding, health and public services.

### Co-ordinating Cabinet decisions on these issues by providing a secretariat function, ensuring that Ministerial decisions are based on the best available advice and evidence, and that regulations, guidance and communications deliver their strategic intent.

### Providing project management, analytical and communications expertise to support decision-making and inform the Government’s response.

## The purpose of this procurement is to appoint external resource to ensure that the Task Force is able to rapidly call on suitably skilled external as well as internal resources in order to deliver these outputs.

## In particular, we are seeking to put in place arrangements to enable us to respond rapidly to any worsening of the crisis through the winter by increasing the tempo, resilience and scale of the central co-ordinating team.

# BACKGROUND TO THE CONTRACTING AUTHORITY

2.1 Cabinet Office supports the Prime Minister and ensures the effective running of government. It is also the corporate headquarters for government, in partnership with HM Treasury, and takes the lead in certain critical policy areas.

# BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

## The COVID-19 Task Force was established in late May 2020, consolidating a range of central COVID-19 response activity and seeking to place it on an enduring footing. Its key tasks are to:

### Co-ordinate policy activity with the relevant lead departments; focus on longer-term strategy development and the cross-Whitehall handling of set-piece moments and milestones; and support relevant Cabinet committee meetings; and

### Track and drive implementation and delivery activity through a number of lenses, including continuing to track key metrics and data, international comparators, and the development and delivery of plans.

## Within the Task Force are a number of teams that might continue to require external support and skills in order to achieve these tasks in future. These include the PMO and teams responsible for analysis and data, and policy and strategy development.

## This procurement seeks to ensure that the Task Force retains sufficient skills and capacity to meet its objectives in these areas, and also, in recognition of the lack of certainty about future scenarios for Covid-19, to ensure that it retains the capability to target resources flexibly at issues as they arise.

# DEFINITIONS

|  |  |
| --- | --- |
| Expression or Acronym | Definition |
| HMG | Her Majesty’s Government |

# SCOPE OF REQUIREMENT

## The requirement is for the agile and flexible provision of consultants to enable the Covid-19 Task Force to meet its outputs potentially over both the short and medium term (until at least the end of the financial year and potentially beyond).

## The Supplier shall provide direct support and knowledge transfer, whilst providing options to flex their team up or down or bring support to an end, with appropriate notice, as key conditions are met: including recruitment of appropriate civil servants resource and/or the achievement of specific goals. The Contracting Authority deems “appropriate notice” to consist of five working days, in the event it wishes to bring support to an end, due to reducing business needs.

## The ability to intelligently manage the numbers and type of deployed consultants through variable contract periods is mandatory. This shall include ensuring the grade mix of the team assigned will be flexed to provide the right balance in terms of quality and cost effectiveness.

# THE REQUIREMENT

## The Task Force requires the ability to call on support for its core tasks as detailed above. The Supplier shall meet the following requirements:

### Mobilising teams of appropriate skills and experience of working in public sector settings to support key Covid-19 Task Force priorities for:

#### Policy development and delivery

#### Data and analysis

#### Portfolio management

### Doing so within 72 hours of requests to do so.

### Being able to support out of hours, shift and weekend working.

## The Supplier shall provide SC-cleared consultants to deliver the service wherever possible. BC or CTC clearance is required to be issued with Cabinet Office IT.

## The exact scale and duration of the various projects are to be determined but for guidance, individual engagements are likely to last for several weeks at a time, potentially between October 2020 and March 2021, and to involve teams REDACTED providing support to teams under particular pressure as a result of the development of the pandemic. There could be multiple such engagements simultaneously. While this call-off is a contingency, it is vital that Potential Providers are able to demonstrate an assured ability to meet the requirement up to the maximum scale described in this statement of requirement.

## It is likely that the Supplier’s consultants will be directly supporting Deputy Directors (or in some cases acting at that level) to enable them and their teams to deliver outputs under pressure across the full range of the Task Force’s objectives.

## The Supplier’s consultants will be expected to operate on Cabinet Office IT, which will be provided to core staff. It is expected that this IT will be provided following 1 week of the contract start date. Until this point, the consultants are expected to use their own technology to enable service delivery.

# KEY MILESTONES AND DELIVERABLES

## The following Contract milestones/deliverables shall apply:

|  |  |  |
| --- | --- | --- |
| **Milestone/Deliverable** | **Description** | **Timeframe or Delivery Date** |
| 1 | Agree selection and mobilisation procedures | Within week 1 of Contract Award. |
| 2 | Supply consultant teams as required by authority | Ongoing through contract |

# MANAGEMENT INFORMATION/REPORTING

## The Supplier shall attend monthly contract review meetings as well as any project meetings that are required.

# VOLUMES

## The Task Force has a headcount of around 200 to 250 in total. It has some ability to reprioritise internally and to augment itself with civil servants from within the Cabinet Office and across Government, though not always at pace or to the skill levels required, partly due to the concurrent demands of leaving the European Union and other policy priorities.

## Depending on the evolving nature of the crisis and our ability to mobilise other sources of support in specific time periods, it is likely that support to individual DD-led teams (of which there are over 20 within the task force) REDACTED, and for multiple teams (illustratively, 5 to 10) to require support concurrently. The number of consultants required to support individual teams will vary according to whether our aim is to increase scale, resilience or tempo of response, REDACTED, most of whom will be of equivalent skills and experience to Grade 6 and 7 civil servants.

# CONTINUOUS IMPROVEMENT

## The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

## The Supplier should present new ways of working to the Authority during monthly Contract review meetings.

## 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.

# QUALITY

## The quality of the services are expected to be delivered in line with the standards of the Management Consultancy Framework Two.

# PRICE

## 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.

# STAFF AND CUSTOMER SERVICE

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

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

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

# SERVICE LEVELS AND PERFORMANCE

## The Authority will measure the quality of the Supplier’s delivery by:

|  |  |  |  |
| --- | --- | --- | --- |
| KPI/SLA | Service Area | KPI/SLA description | Target |
| 1 | Delivery Timescales | Supplier delivering support/ interventions within 1 week of contract start. | 100% |
| 3 | Resource quality and Flexibility | The Supplier is able to intelligently scale and target resource, to ensure that the right expertise is brought to bear during any given week, at the right scale, within the bounds of the contract. | 95% |
| 4 | Customer Service | Respond to email/communication from the Contracting Authority within 24 hours. | 24 hours |

# SECURITY AND CONFIDENTIALITY REQUIREMENTS

## Due to the nature of the work, the Consultancy team members are expected to be SC cleared, accredited to OFFICIAL.

## As the winning Supplier will be working on Cabinet Office IT, the Supplier’s proposed team will be expected to adhere to the Cabinet Office ICT policy, details of which will be provided.

# PAYMENT AND INVOICING

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

## Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

## Invoices should be submitted to: [REDACTED](mailto:APinvoices-CAB-U@gov.sscl.com)

## It is expected the Supplier will invoice on completion of each task indicated in Section 7 above, and the Authority’s acceptance of any outputs / deliverables.

# CONTRACT MANAGEMENT

## Attendance at Contract Review meetings shall be at the Supplier’s own expense, however it is expected that such meetings will primarily be online, due to covid-19 restrictions.

# LOCATION

## The Supplier’s consultants will work predominantly from home or, as required, in Central London.

## In the event that the Supplier is expected to travel to these meetings, the base location will be:

### Cabinet Office, REDACTED.

## Travel & Subsistence costs to the base location shall be included in the rates.

# ALLOCATION PROCESS

## The Authority expects to award two Contracts, to two (2) Suppliers and will allocate engagements on a request-by-request basis.

## The total value of the Contract shall cover both Suppliers. Due to the surge nature of the requirement, and the unprecedented nature of the Covid-19 threat, the Authority makes no guarantee of volumes of work to either Supplier, or any guarantee of a minimum spend of the total value of the Contract.

## Details of the work allocation process shall be as follows:

### Engagements will be allocated on a request-by-request basis, with the two Contract Suppliers being selected on an equitable rotational basis at the point that services from the Contract are required in a Task Force team.

### The two Contract Suppliers will be ranked in order of merit based on the evaluation. At the start of the Contract, the highest ranked Supplier will be first on the rotation list. This means that the highest ranked Supplier would be engaged for the first project, the second highest scoring Supplier would be engaged first for the second project, and the highest ranked Supplier would be engaged for the third project, and so on.

### Where the engaged Supplier is unable to meet the Authority’s requirements e.g. insufficient capacity or speed of deployment, the Authority reserves the right to reallocate the work to the other Contract Supplier.

### Factors will be considered to ensure that the needs of the Task Force teams can be best met. These include ability to provide the capacity and required, ability to deploy at the required pace, coherence with existing or other Task Force projects and Supplier performance.

### In the event that a project with a Task Force team leads to an extension with a further related requirement, the Authority may consider continuing with the same Supplier in order to deliver continuity to the Task Force team and to make best use of the knowledge and experience developed with that team.

ANNEX B – CALL OFF TENDER

QUALIFICATION RESPONSE

REDACTED

TECHNICAL RESPONSE

REDACTED

COMMERCIAL RESPONSE

REDACTED