



**Crown
Commercial
Service**

**Call Off Order Form for Management Consultancy
Services**

**Provision of Consultancy of Whole of Government
Accounts**

To

HM Treasury

From

Veracity OSI UK Limited

Contract Reference CCCC20B74

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 Management Consultancy Framework RM3745 dated 4th September 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 confirmed post contract award
From	HM Treasury ("CUSTOMER")
To	Veracity OSI UK Limited ("SUPPLIER")

SECTION B

CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 7 th December 2020
	Expiry Date: End date of Initial Period 6 th December 2021 End date of Extension Period 6 th December 2022 Minimum written notice to Supplier in respect of extension: 1 Month

SERVICES

2.1	Services required: In Annex A Statement of Requirements
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PROJECT PLAN

3.1.	Project Plan:
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Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Make resource available as agreed by the Authority and Supplier	Within week 1 of the agreement on the resource
2	Weekly discussion between the single point of contact on the Supplier side and the Authority on the adequacy and appropriateness of the resource deployed.	Weekly
3	Contract review meetings	Monthly

CONTRACT PERFORMANCE

4.1.	Standards: In Clause 11 of the Call Off Terms. In Section 10 of Annex A Statement of Requirements.																
4.2	Service Levels/Service Credits: <table><tr><th>KPI/SLA</th><th>Service Area</th><th>KPI/SLA description</th><th>Target</th></tr><tr><td>1</td><td>Resource deployment</td><td>Proportion of staff deployed within one week of agreement to deploy (para 6.1), unless otherwise agreed.</td><td>80%</td></tr><tr><td>2</td><td>Resource quality</td><td>Proportion of staff deployed that are fully CCAB (or CIMA) qualified, unless otherwise agreed.</td><td>80%</td></tr><tr><td>3</td><td>Resource quality</td><td>Average number of years of post (CCAB) (or CIMA) <u>qualification</u> experience of staff deployed under the contract, unless otherwise agreed.</td><td>5 years</td></tr></table>	KPI/SLA	Service Area	KPI/SLA description	Target	1	Resource deployment	Proportion of staff deployed within one week of agreement to deploy (para 6.1), unless otherwise agreed.	80%	2	Resource quality	Proportion of staff deployed that are fully CCAB (or CIMA) qualified, unless otherwise agreed.	80%	3	Resource quality	Average number of years of post (CCAB) (or CIMA) <u>qualification</u> experience of staff deployed under the contract, unless otherwise agreed.	5 years
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3	Resource quality	Average number of years of post (CCAB) (or CIMA) <u>qualification</u> experience of staff deployed under the contract, unless otherwise agreed.	5 years														
4.3	Critical Service Level Failure: Not applied																
4.4	Performance Monitoring: In Section 4.2 of the Call Off Order Form																
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms																

PERSONNEL

5.1	Key Personnel: <u>Customer</u> Redacted <u>Supplier</u> Redacted
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): In Clause 28.2 of the Call Off Terms

PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): Redacted
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): Invoicing will be on a monthly basis and should include a reference to the relevant purchase order as provided on request by the Customer. Invoices should be submitted electronically. Payment can only be made following satisfactory delivery of pre-agreed deliverables. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs (including time worked), itemised by each member of staff deployed under the contract.
6.3	Reimbursable Expenses: Not permitted Expenses to and from the base location shall be included in the rates. Expenses to any other location will be paid in accordance with the Customer's travel and subsistence policy and must be agreed in advance.
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): HM Treasury 1 Horse Guards Road London SW1A 2HQ Redacted
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Fixed for the term on the contract and 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

LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £250,000.00 exc. VAT
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); In Clause 37.2.1 of the Call Off Terms
7.3	Insurance (Clause 38.3 of the Call Off Terms): In Clause 38.3 of the Call Off Terms):

TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2.1(c) of the Call Off Terms)): In Clause 42.2.1(c) of the Call Off Terms
8.2	Termination without cause notice period (Clause 42.7.1 of the Call Off Terms): In Clause 42.7.1 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

SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Applied
9.2	Commercially Sensitive Information: Not Applied

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: 16 th November 2020 Recital D - date of receipt of Call Off Tender: 25 th November 2020
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10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements shall apply All staff deployed by the Supplier must have security clearance at either Security Check or Counter Terrorism check levels
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 35.2.3 of the Call Off Terms): In Clause 35.2.3 of the Call Off Terms
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer’s postal address and email address: HM Treasury 1 Horse Guards Road London SW1A 2HQ Redacted Supplier’s postal address and email address: Veracity OSI UK Limited 9 th Floor Peninsular House 30-36 Monument Street London EC3R 8LJ 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: Redacted
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) In Clause 36.3.2 of the Call Off Terms
10.14	Staff Transfer Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
10.15	Processing Data

	<p>Call Off Schedule 17</p> <p>The contact details of the Customers Data Protection Officer are:</p> <p>To be completed post contract award</p> <p>The contact details of the Suppliers Data Protection Officer are:</p> <p>To be completed post contract award</p> <table border="1" data-bbox="325 512 1236 1742"> <tr> <td>Contract Reference:</td> <td>CCCC20B74</td> </tr> <tr> <td>Date:</td> <td>7th December 2020</td> </tr> <tr> <td>Description Of Authorised Processing</td> <td>Details</td> </tr> <tr> <td>Identity of the Controller and Processor</td> <td>The Parties acknowledge that for the purposes of the Data Protection Legislation the Customer is the Data Controller and the Supplier is the Data Processor</td> </tr> <tr> <td>Use of Personal Data</td> <td>Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities,</td> </tr> <tr> <td>Duration of the processing</td> <td>For the duration of the Framework Contract plus 7 years.</td> </tr> <tr> <td>Nature and purposes of the processing</td> <td>To fulfil the deliverables in the Statement of Requirements</td> </tr> <tr> <td>Type of Personal Data</td> <td> Full name Workplace address Workplace Phone Number Workplace email address Names Job Title </td> </tr> <tr> <td>Categories of Data Subject</td> <td> Current personnel Contractors/Consultants Customers Public officers Suppliers Website end users </td> </tr> </table>	Contract Reference:	CCCC20B74	Date:	7th December 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 Customer is the Data Controller and the Supplier is the Data Processor	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	To fulfil the deliverables in the Statement of Requirements	Type of Personal Data	Full name Workplace address Workplace Phone Number Workplace email address Names Job Title	Categories of Data Subject	Current personnel Contractors/Consultants Customers Public officers Suppliers Website end users
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10.16	<p>MOD DEFCONs and DEFFORM</p> <p>Not applied</p>																		

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	7/12/2020

For and on behalf of the Customer:

Name and Title	Redacted
Signature	Redacted
Date	7 th December 2020

ANNEX A – STATEMENT OF REQUIREMENTS



Crown
Commercial
Service

Statement of Requirements

Contract Reference: CCCC20B74 Provision of Consultancy for
Whole of Government Accounts

1. PURPOSE

- 1.1 To provide advice and assurance in a flexible and responsive way to support the production of the Whole of Government Accounts.

2. BACKGROUND TO THE CUSTOMER

- 2.1 HM Treasury is the UK's finance and economic ministry. It is the government department that produces Whole of Government Accounts each year.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 HM Treasury produces Whole of Government Accounts (WGA) which is consolidated set of accounts encompassing over 9000 bodies, completed in accordance with the Government Resource Accounting Act 2000. WGA 2018-19 was published in July 2020. The publication was later than originally intended for a number of reasons, including the impact of the COVID 19 pandemic and delays in the submission of data from consolidated entities. The production of the 2019-20 accounts is expected to result in similar challenges and a compressed core production window. Parliament (Public Accounts Committee in particular) expect a high quality and timely publication that has been successfully audited by the National Audit Office. The team producing the 2019-20 has recently experienced significant staff turnover and will for the first time be producing the account using a new HM Treasury information system (OSCAR 2).
- 3.2 In order to prepare for the resource intensive period in the accounts production processes, especially, but not limited to, the December (2020), January (2021) and February (2021), the Customer wishes to procure a flexible and responsive accounts production advice and assurance service to support the production process. This will enable the Customer to deploy the right capabilities at the right time to deliver the account within the compressed timetable. HM Treasury must, under statute, provide a draft account to the NAO by February 2021. The Customer is currently targeting a publication of the WGA 2019-20 in June 2021.

4. DEFINITIONS

Expression or Acronym	Definition
CCAB	Consultative Committee of Accountancy Bodies
CIMA	Chartered Institute of Management Accounts
FTE	Full Time equivalent staff (40 hours per week)
NAO	National Audit Office
WGA	Whole of Government Accounts

5. SCOPE OF REQUIREMENT

- 5.1 To provide accounts production advice and assurance to the WGA production process, ensuring support is available in a flexible and agile way over the period of the contract and particularly over the period from December 2020. These will include the following capabilities that may be drawn upon:
 - 5.1.1 Expert advice in accounts consolidation and preparation in the public sector (preferably Whole of Government Accounts);
 - 5.1.2 Expertise in EU adopted International Financial Reporting Standards as adapted and interpreted in the HM Treasury Financial Reporting Manual;
 - 5.1.3 Expert advice on accounts production using information systems, and identification and realisation of production efficiencies;
 - 5.1.4 Expertise in the provision of training in consolidated accounts production;
 - 5.1.5 Excel proficiency and financial analysis;
 - 5.1.6 Expertise and assurance in meeting audit requirements and effective liaison and management of the National Audit Office.
- 5.2 The consultancy support drawn upon will be under the direction of the Customer and deliver tasks as assigned. The Supplier will not be required to quality assure the output of individual staff deployed in the operation of the contract.
- 5.3 The Supplier will be responsible for the overall quality and timeliness of the resource provided and ensure the capabilities and resourcing meet the needs of the Customer under this contract.
- 5.4 The scope of the capabilities and the purposes to which they may be deployed (as above) may be varied from time to time by agreement between the Customer and the Supplier.
- 5.5 The contract will be for one year with the option to extend monthly for up to one year in monthly intervals.

6. THE REQUIREMENT

- 6.1 The Supplier will make available to the Customer the resources and capabilities requested by the Customer, in line with the above scope, after discussion and agreement with the Supplier.
- 6.2 The Customer will outline; the work, expertise, knowledge, qualifications and period of engagement required for each discreet package of work.
- 6.3 Where agreement has not been achieved the Supplier will make available up to 3 FTE (the number as prescribed by the Customer) CCAB or CIMA qualified staff within 2 weeks of being duly notified, and these shall be available at the direction of the Customer for a period defined by the Customer but not exceeding 3 months.

- 6.4 The Supplier will appoint a single (principal) point of contact to effectively manage the deployment of resources to the Customer, ensuring the resource provided is timely and matches the capabilities required.
- 6.5 All the outputs of resources deployed by the Supplier to the Customer in execution of this contract will exclusively be the property of the Customer.
- 6.6 Staff deployed to the Customer can be returned to the Supplier at the full discretion of the Customer with no notice to the Supplier and with immediate effect. The Customer can reject any proposed deployment of staff under the contract for any reason as per Clause 28.1.2 of the Call Off Terms.
- 6.7 All staff deployed by the Supplier to undertake accounts production must be CCAB (or CIMA) qualified or part qualified.
- 6.8 All resources deployed by the Supplier must, where directed, use IT provided by the Customer and act at all times in accordance with the Customer's policies and procedures as applicable.
- 6.9 Where the Supplier wishes to withdraw or substitute a resource currently deployed with the Customer they must give the Customer 2 weeks notice.

7. MANAGEMENT INFORMATION/REPORTING

- 7.1 The Supplier must make available to the Customer a personal statement of the those staff being considered for deployment under the contract in advance of deployment, and must make available to the Customer a personal statement (CV) of those staff under the management of the Supplier that may meet the Customer's resource requirements.

8. VOLUMES

- 8.1 The Customer expects to draw upon resource under the contract not earlier than November 2020. The peak period of drawdown is expected over December (2020), January (2021) and February (2021) – the principal period for producing the draft account. Resource may also be called upon between March and July 2021, though the Customer expects the WGA 2019-20 to be in the audit phase of the accounts process at this time.

9. CONTINUOUS IMPROVEMENT

- 9.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 9.2 The Supplier should present new ways of working to the Customer during monthly Contract review meetings.
- 9.3 Changes to the way in which the Services are to be delivered must be brought to the Customer's attention and agreed prior to any changes being implemented.

10. STAFF AND CUSTOMER SERVICE

- 10.1 See details set out in the Scope of Requirement and Requirement above with respect to the resources deployed by the Supplier under the contract.

- 10.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 10.3 The Supplier shall ensure that staff understand the Customer's vision and objectives and will provide excellent customer service to the Customer throughout the duration of the Contract. .

11. CONTRACT MANAGEMENT

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

12. LOCATION

- 12.1 The base location of the Services carried out will be HM Treasury 1 Horse Guards Road, London, or remotely at the discretion of the Customer.
- 12.2 Expenses to and from the base location shall be included in the rates. Expenses to any other location will be paid in accordance with the Customer's travel and subsistence policy and must be agreed in advance.
- 12.3 Any travel to the base location shall be in accordance with the latest Government guidance as it relates to the COVID-19 crisis.