

# **RM6187 Call-Off Order Form for RM6187 Management Consultancy Framework Three (MCF3)**

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## **Framework Schedule 6 (Order Form and Call-Off Schedules)**

### **Order Form**

CALL-OFF REFERENCE: VOA/2023/010

THE BUYER: Valuation Office Agency (“VOA”, “Buyer”,  
“Customer” or “you”)

BUYER ADDRESS:

[REDACTED]

THE SUPPLIER: Deloitte LLP (“Supplier” or “Deloitte”)

SUPPLIER ADDRESS:

[REDACTED]

REGISTRATION NUMBER:

[REDACTED]

DUNS NUMBER:

[REDACTED]

SID4GOV ID:

[REDACTED]

## **Applicable framework contract**

This Order Form is for the provision of the Call-Off Deliverables and dated

27<sup>th</sup> February 2023

It is issued under the Framework Contract with the reference number RM6187 for the provision of management consultancy services.

### **Call-off lot:**

Lot 3: Complex & Transformation

### **Call-off incorporated terms**

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and cannot be used. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6187
3. The following Schedules in equal order of precedence:

#### **Joint Schedules for RM6187 Management Consultancy Framework Three**

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

#### **Call-Off Schedules**

- Call-Off Schedule 5 (Pricing Details)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 9 (Security) – Part A; Short Form
  - Call-Off Schedule 20 (Call-Off Specification)
  - Call-Off Schedule 23 (HMRC Terms)
4. CCS Core Terms (version 5)
  5. Joint Schedule 5 (Corporate Social Responsibility)

Supplier terms are not part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

## **Call-off special terms**

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1 – Insert a new Clause 10.5A into the Core Terms as follows:

“The Buyer acknowledges, accepts and agrees that the Supplier is a regulated person. The Supplier may terminate a Call-Off Contract on written notice to the Buyer if the performance of any part of the Services would conflict with any Law or any professional rules or regulatory independence obligations that are applicable to the Supplier”.

Special Term 2 – Add the following sentence to the end of Clause 2.10 of the Core Terms:

“The Buyer acknowledges, accepts and agrees that the Supplier’s tender is based on the accuracy of the information supplied by the Buyer or on the Buyer’s behalf”.

Special Term 3 – Add the following to the end of Clause 2.7 of the Core Terms:

“However, without prejudice to Clauses 2.8 and 2.9, if (a) the scope of the Services proves incorrect, incomplete, or inadequate to meet the needs of the Buyer; (b) the assumptions and third party dependencies set out in Call-Off Schedule 4 (Call-Off Tender) and/or this Call-Off Contract prove to be incorrect or unfulfilled; (c) the content of the invitation to tender for the Call-Off Contract is incorrect, inaccurate or incomplete; and/or (d) the responsibilities of the Buyer set out in Call-Off Schedule 4 (Call-Off Tender) and/or this Call-Off Contract prove to be inaccurate, incomplete or otherwise unfulfilled in whole or in part by the Buyer, then, in each case, the Parties will agree a Variation to the Call-Off Contract”.

Special Term 4 - In Joint Schedule 1 (Definitions), the definition of Existing IPR in paragraph 1.4, shall be deleted and replaced with the following:

“any and all IPR owned by, or licensed to, either Party and which is developed independently of the Contract (whether prior to the Start Date or otherwise) including any enhancements or modifications to such IPR developed in the course of providing the Services;”.

Special Term 5 - The Buyer shall not require any Supplier staff to enter into a direct confidentiality agreement under, or in connection with, this Call-Off Contract.

Special Term 6 - Notwithstanding any conflicting term or provision to the contrary in the Call-Off Contract, the Supplier will store and back up government data according to its own data storage policies.

**Call-off start date:** 27<sup>th</sup> February 2023

**Call-off expiry date:** 31 May 2023

**Call-off initial period:** 8 weeks

The Buyer may at its discretion decide to extend the support of Supplier to assist with developing the PMO function and documentation. If the Buyer decides to do this, the Parties will agree a Variation.

**Call-off deliverables:**

See details in Call-Off Schedule 20 (Call-Off Specification)

The Deliverables are for the Buyer's exclusive use and provided for the purposes described in this Call-Off Contract. No person other than Buyer may rely on the Deliverables and/or information derived from them. The Deliverables will be jointly prepared by a combination of Supplier's Personnel working jointly with the Buyer's Personnel and where the Buyer remains solely responsible for all the decisions, assessments, conclusions and judgments underlying them. They will not be Supplier branded and the Buyer will in no way associate the Supplier (or its Personnel) with such Deliverables or any derivative thereof. Buyer accepts full responsibility for such Deliverables.

Where Supplier is required to use the software, products or services of a Buyer's third-party vendor, the Buyer shall ensure that it has the rights to allow the Supplier to use such products or services and that they shall meet the Buyer's requirements.

**Maximum liability**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first contract year are £74,880.

**Call-off charges**

The value of the Contract is £74,880 excluding VAT, covering the 8 week Call-Off Initial Period of the Call-Off Contract and covering:

Programme PMO Support: £74,880

**Other Matters:**

1. Supplier will be responsible for delivery of activities described in Schedule 20.
2. Activities will be in support of outputs to be delivered by the team, aligned to Programme outcomes.
3. Outputs will be agreed weekly between the Engagement Lead and Programme Director, and Programme Manager.
4. Deloitte will report weekly to the relevant Programme Manager and Programme Director on the progress of their activities, the status of their outputs and any risks / issues in delivery.

5. Supplier performance in delivery of the activities will be managed via weekly meetings between the Programme Director and the Engagement Lead

[REDACTED]

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

### **Reimbursable expenses**

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

### **Payment method**

The Supplier shall invoice the Customer monthly in arrears. Payments will be made via an electronic payments system, SAP Ariba P2P (MYBuy). Invoices will be provided monthly and sent to [REDACTED] copying in the contract manager (and including the purchase order provided). Payments will be made into the bank account provided by the Supplier.

### **Buyer's invoice address**

Valuation Office Agency  
10 South Colonnade  
Canary Wharf  
London  
E14 4PU

### **Financial transparency objectives**

The Financial Transparency Objectives do not apply to this Call-Off Contract.

### **Buyer's authorised representative**

[REDACTED]  
[REDACTED]  
[REDACTED]

### **Buyer's security policy**

The Short Form Security Requirements apply.

The Supplier may decline any aspect of the proposed scope and methods of a Buyer's security and/or audit requirements on the basis that it:

- includes any technical vulnerability or penetration testing of the Supplier's system; and/or
- may potentially breach Supplier's client confidentiality obligations; and/or
- is outside the scope of services provided to the Buyer under the Call-Off Contract.

All processing of Buyer data shall be conducted on Buyer Assets which Buyer shall configure to prevent/minimise data loss and/or corruption.

#### **Supplier's authorised representative**

[REDACTED]  
[REDACTED]  
[REDACTED]

#### **Supplier's contract manager**

[REDACTED]  
[REDACTED]  
[REDACTED]

#### **Progress report frequency**

Weekly

#### **Progress meeting frequency**

Weekly

#### **Key staff**

[REDACTED]  
[REDACTED]  
[REDACTED]

#### **Key subcontractor(s)**

Not applicable

#### **Commercially sensitive information**

Any information relating to: Personal information (CV's, contact details etc.); Pricing and details of Supplier's cost base; Insurance arrangements; Proprietary information; and/or approach and/or methodologies, is commercially sensitive/confidential and exempt from disclosure under the Freedom of Information Act 2000 ("FOIA"). If a request to disclose such information is received, the Parties will work together and

consider the applicability of any FOIA exemptions.

### **Service credits**

Not applicable

Supplier assumes that any project timeline is indicative and intended solely for planning purposes.

### **Additional insurances**

Not applicable.

### **Guarantee**

Not applicable.

### **Buyer's environmental and social value policy**

The Buyer will supply the Supplier with any internal policies, codes, standards or procedures that the Buyer requires the Supplier complies with as part of the provision of the Services prior to the start of the Services. The Supplier must only comply with such policies, codes, standards or procedures if they do not: (i) increase the costs of the Supplier; (ii) increase the scope of the Services, or; (iii) conflict with any policy or regulatory obligation of the Supplier.

### **Social value commitment**

Not applicable.

### **Formation of call off contract**

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the 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.

### **For and on behalf of the Supplier:**

Signature:

Name: [REDACTED]

Role: [REDACTED]

Date: 23/02/2023

**For and on behalf of the Buyer:**

Signature:

Name: [REDACTED]

Role: [REDACTED]

Date: 23/02/2023



# Call-Off Schedule 5 (Pricing Details)

As per Deloitte’s technical response (embedded below), dated 10<sup>th</sup> February 2023:

[REDACTED]

Job role	No of Days	Day rate	Total cost
[REDACTED]	[REDACTED]	£ [REDACTED]	£ [REDACTED]
[REDACTED]	[REDACTED]	£ [REDACTED]	£ [REDACTED]
[REDACTED]	[REDACTED]	£ [REDACTED]	£ [REDACTED]
[REDACTED]	[REDACTED]	£ [REDACTED]	£ [REDACTED]
[REDACTED]	[REDACTED]	£ [REDACTED]	£ [REDACTED]
Expenses*			£ -
TOTAL			£ 74,880.00

## Call-Off Schedule 20 (Call-Off Specification)

This Call-Off Schedule 20 (Call-Off Specification) sets out the characteristics of the Services and Deliverables that the Supplier will be required to make to the Buyer under this Call-Off Contract

<b>Title</b>	<b>VOA NDRR PMO Support</b>		
<b>Date raised</b>	27th February 2023	<b>To commence</b>	27th February 2023, or as agreed with the Buyer's Representative.
<b>Contract Ref. Number</b>	VOA/2023/010	<b>Purchase Order Number</b>	TBC
<b>Description</b>	<p>Deloitte and VOA will work collaboratively to:</p> <ul style="list-style-type: none"> <li>• Support VOA's action plan in response to IPA red rating</li> <li>• Supporting NDRR's refresh of the Strategic Business Case as needed</li> <li>• Strengthen key programme artefacts as needed, to include; <ul style="list-style-type: none"> <li>○ Developing the Programme Board and reporting cadence</li> <li>○ Developing and improving the Controls and Risk Register</li> <li>○ Building on the current SharePoint and documents control to develop Programme Engagement Team SharePoint Folder and Document Configuration controls</li> <li>○ Establish a PMO structure to build and recruit against</li> </ul> </li> <li>• Build capability within the PMO</li> <li>• Provide coaching and support to the current team undertaking PMO duties</li> <li>• Develop a clear programme vision</li> </ul>		

<b>Knowledge transfer requirements</b>	Knowledge transfer obligations will be fulfilled through the joint working approach. If required, further knowledge transfer requirements will be agreed between VOA and Deloitte where appropriate above the stated outcomes.
<b>Reporting requirements</b>	Deloitte will submit a weekly progress report to the NDRR Programme Director detailing activities performed, forecast and highlighting key risks and issues.
<b>Security clearance requirements</b>	BPSS
<b>Customer Responsibilities</b>	<ul style="list-style-type: none"> <li>• To ensure timely availability of key programme staff</li> <li>• To ensure timely access to all information and templates necessary to enable Deloitte to complete the activities assigned to its resources following agreement of the project plan</li> <li>• That VOA will notify Deloitte promptly if any of the information or data VOA has provided becomes inaccurate or if any of VOA 's requirements change</li> <li>• That VOA will identify and make available appropriately skilled resources where required as part of this Call-Off Contract</li> <li>• That VOA will provide access where required to external stakeholders, including Cabinet Office and HM Treasury, and will lead on that engagement in a timely fashion</li> <li>• That VOA will provide clear governance and approval routes for this engagement, and provide routes for rapid issue resolution where necessary</li> <li>• That VOA will provide administrative support for booking &amp; workshop support</li> <li>• That VOA will prioritise this work effectively against other competing demands</li> <li>• That VOA shall make available the required VOA subject matter experts, and other third parties where required, for the attendance and input at the associated workshops and meetings required to deliver the activities</li> </ul>

	<ul style="list-style-type: none"><li>• VOA is solely responsible for the accuracy and completeness of the data provided to us for the purposes of our work. The Supplier will not audit or verify any client data provided to them, unless specifically agreed in writing between VOA and the Supplier</li><li>• The Supplier will not be responsible for reviewing, testing or detecting any errors in models that VOA provides to or asks the Supplier to rely on</li><li>• VOA will not provide Supplier with any Personal Data unless otherwise agreed in writing between the Parties</li></ul>
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As per Deloitte’s technical response (embedded below), dated 10<sup>th</sup> February 2023:

