



Crown  
Commercial  
Service

**PROVISION OF PROGRAMME ADVISORY AND DELIVERY  
SERVICES FOR ESMCP**

**TO**

**Secretary of State for the Home Department**

**From**

**DELOITTE LLP**

**Contract Reference: CCCC19A15**

**FRAMEWORK SCHEDULE 4**  
**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 dated 4<sup>th</sup> September 2018.

This Call Off Order Form is for the Provision of Programme Advisory and Delivery Services for ESMCP.

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	<b>[To be provided by Customer post contract award]</b>
From	<b>Secretary of State for the Home Department, whose principal place of business is at 2 Marsham Street, London, SW1P 4DF ("CUSTOMER")</b>
To	<b>Deloitte LLP, whose principal place of business is at 1 New Street Square, London EC4A 3HQ, United Kingdom. ("SUPPLIER")</b>
Date	<b>21st August 2019 ("DATE")</b>

**SECTION B**

**1. CALL OFF CONTRACT PERIOD**

<b>1.1.</b>	<b>Commencement Date: 21st August 2019</b>
<b>1.2.</b>	<b>Expiry Date:</b>  End date of Initial Period: <b>20th August 2021</b>  End date of Extension Period: <b>20th August 2022</b>  Minimum written notice to Supplier in respect of extension: <b>14 days</b>

**2. SERVICES**

<b>2.1.</b>	<b>Services required:</b>  In Call Off Schedule 2 Annex 1: The Services
-------------	---

**3. PROJECT PLAN**

<b>3.1.</b>	<b>Project Plan:</b> In Call Off Schedule 4 (Project Plan)  In Call Off Schedule 4 (Project Plan)
-------------	---

#### 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<p><b>Standards:</b></p> <p>Clause 11 (Standards and Quality) shall apply.</p> <p>The Supplier is expected to deliver the Services with relevant expertise for the work-package to be delivered in accordance with industry best practice, that expertise having the right experience, qualifications and skills in order to deliver the parts of the work-package to time and in accordance with the Service specification detailed in the work-package.</p>														
<b>4.2</b>	<p><b>Service Levels/Service Credits:</b></p> <p>Section 16 of the Statement of Requirements (Call Off Schedule 2 Annex 1 – The Services), also detailed below;</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">KPI/SLA</th> <th style="width: 20%;">Service Area</th> <th style="width: 45%;">KPI/SLA Description</th> <th style="width: 20%;">Target</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Acceptance and Commencement of Work Package</td> <td>The Provider Will Accept or Reject Statement of Work (“Sow”) Within 3 Working Days of Receipt of Sow and Develop and Commence Delivery of Work Package within 7 Working Days or Within Defined Work-Package Timeframe.</td> <td>100% Sows Accepted Or Rejected Within 3 Days Of Receipt. 95% Of Accepted Sows Developed Into Work Packages With Delivery Commencing Within 7 Working Days.</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Changes to Key Personnel</td> <td>Upon Request by the Authority the Provider Will Replace Any Key Personnel or Add / Remove Key Personnel Role within 5 Working Days.</td> <td>100% Of Authority Requests To Add, Remove Or Alter Key Personnel Roles And Resources Fulfilled Within 5 Working Days.</td> </tr> </tbody> </table>			KPI/SLA	Service Area	KPI/SLA Description	Target	1	Acceptance and Commencement of Work Package	The Provider Will Accept or Reject Statement of Work (“Sow”) Within 3 Working Days of Receipt of Sow and Develop and Commence Delivery of Work Package within 7 Working Days or Within Defined Work-Package Timeframe.	100% Sows Accepted Or Rejected Within 3 Days Of Receipt. 95% Of Accepted Sows Developed Into Work Packages With Delivery Commencing Within 7 Working Days.	2	Changes to Key Personnel	Upon Request by the Authority the Provider Will Replace Any Key Personnel or Add / Remove Key Personnel Role within 5 Working Days.	100% Of Authority Requests To Add, Remove Or Alter Key Personnel Roles And Resources Fulfilled Within 5 Working Days.
KPI/SLA	Service Area	KPI/SLA Description	Target												
1	Acceptance and Commencement of Work Package	The Provider Will Accept or Reject Statement of Work (“Sow”) Within 3 Working Days of Receipt of Sow and Develop and Commence Delivery of Work Package within 7 Working Days or Within Defined Work-Package Timeframe.	100% Sows Accepted Or Rejected Within 3 Days Of Receipt. 95% Of Accepted Sows Developed Into Work Packages With Delivery Commencing Within 7 Working Days.												
2	Changes to Key Personnel	Upon Request by the Authority the Provider Will Replace Any Key Personnel or Add / Remove Key Personnel Role within 5 Working Days.	100% Of Authority Requests To Add, Remove Or Alter Key Personnel Roles And Resources Fulfilled Within 5 Working Days.												

	3	Deliverables and Milestones	The Provider Will Ensure Deliverables And Milestones Are Met In Accordance With Timelines Agreed At Commencement Of The Work Package.	95% Of Deliverables And Milestones Met Within Agreed Timelines.
Service point and service credit mechanisms will be developed and applied where appropriate to individual work packages.				
4.3	<p><b>Critical Service Level Failure:</b></p> <p>Section 16.3 of the Statement of Requirements (Call Off Schedule 2 Annex 1 – The Services);</p> <p>‘Call Off terms will apply at the work package and overall Contract level in relation to exit obligations, early termination of the Contract and/or work packages and transfer rights’</p>			
4.4	<p><b>Performance Monitoring:</b></p> <p>Performance will be monitored against the KPIs stated in Section 16 of the Statement of Requirements (Call Off Schedule 2 Annex 1 – The Services) and in accordance with individual work packages, the forums for review are detailed in Section 19 of Statement of Requirements (Call Off Schedule 2 Annex 1 – The Services)</p>			
4.5	<p><b>Period for providing Rectification Plan:</b></p> <p>In Clause 39.2.1(a) of the Call Off Terms applies (10 Working Days).</p>			

## 5. PERSONNEL

5.1	<p><b>Key Personnel:</b></p> <p>Clause 27 shall apply</p> <p>Key Personnel who will be assigned to the contract and its work-packages will need to be identified within the returned work-package proposal, including for the initial five work-packages at the Call Off Commencement date.</p> <p>The Key Personnel for the overall contract should include:</p> <ul style="list-style-type: none"> <li>• Nominated Supplier Representative to act in accordance with requirements under section D Governance of the Call- Off Terms.</li> <li>• Account Lead to act as Senior relationship owner who will lead the day to day interactions with the Senior Leadership Team, acting in an advisory and delivery capacity as necessary.</li> <li>• Executive Relationship Lead.</li> </ul> <p>Customer;</p> <p><b>REDACTED</b></p>
-----	--

	Supplier; <b>REDACTED</b>
<b>5.2</b>	<p><b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms):</p> <p>Relevant Convictions will be as per the following requirements for security vetting:</p> <ul style="list-style-type: none"> <li>The Supplier's personnel are expected to undergo the necessary HMG security vetting where it is deemed necessary by the Customer where accessing products, services, and systems that are above the HMG security classification that requires such clearances except where agreed with the Customer in writing.</li> <li>All personnel deployed under the contract need to be compliant with BPSS (Baseline Personnel Security Standard) as a minimum, or other equivalent local vetting procedures as approved by the Customer from time to time.</li> </ul>

## 6. PAYMENT

<b>6.1</b>	<p><b>Call Off Contract Charges</b> (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>
<b>6.2</b>	<p><b>Payment terms/profile</b> (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> <p>Payment is within 30 days of submission of valid invoice and in accordance with either end of calendar month or Work Package completion.</p> <p>Payment terms as per Section 18 of the Statement of Requirements (Call Off Schedule 2 Annex 1: The Services)</p>
<b>6.3</b>	<p><b>Reimbursable Expenses:</b></p> <p>Permitted.</p> <p>Expenses to and from the base location shall be included in the Supplier's submission. Reimbursable expenses are permitted for travel excluding the Base Location as per the Statement of Requirements.</p> <p>Expenses are in accordance with Home Office Expenses Policy and following prior approval from the Home Office.</p>
<b>6.4</b>	<p><b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Invoices will be sent to:</p> <p>Home Office Shared Service Centre HO Box 5015 Newport, Gwent NP20 9BB United Kingdom Tel: 08450 100125 Email: post-room-rescan@homeoffice.gov.uk</p>

6.5	<p><b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p><b>Rate Card:</b></p> <p>2 Contract Years plus available extensions</p> <p><b>Fixed price work-packages:</b></p> <p>July 2019 to 31 December 2019</p>
6.6	<p><b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:</p> <p>Quarterly during the Call off Contract Period</p>
6.7	<p><b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Not Permitted</p>

## 7. LIABILITY AND INSURANCE

7.1	<p><b>Estimated Year 1 Call Off Contract Charges:</b></p> <p>Estimated Year 1 Call Off Contract Charges:</p> <p>£20,000,000 (excluding VAT)</p> <p>The total maximum value of this Call-Off Contract shall not exceed £60,000,000 ex. VAT</p>
7.2	<p><b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms);</p> <p>Supplier's limitation of Liability</p> <p>Subject to Clause 37.1 (Unlimited Liability), the Supplier's total aggregate liability:</p> <p>"in respect of all other Losses incurred by the Customer under or in connection with this Call Off Contract as a result of Defaults by the Supplier shall in no event exceed:</p> <p>(i) in relation to any Defaults occurring from the Call Off Commencement Date to the end of the first Call Off Contract Year a sum equal to one hundred and twenty-five per cent (125%) of the Estimated Year 1 Call Off Contract Charges;</p> <p>(ii) in relation to any Defaults occurring in each subsequent Call Off Contract Year that commences during the remainder of the Call Off Contract Period, the sum equal to one hundred and twenty-five percent (125%) of the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the previous Call Off Contract Year; and</p> <p>(iii) in relation to any Defaults occurring in each Call Off Contract Year that commences after the end of the Call Off Contract Period, the sum equal to one hundred and twenty-five percent (125%) of the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the last Call Off Contract Year commencing during the Call Off Contract Period."</p>

<b>7.3</b>	<p><b>Insurance</b> (Clause 38.3 of the Call Off Terms):</p> <p>Clause 38 applies.</p> <p>Third Party Liability Insurance</p> <p>Not less than ten million pounds ([£10,000,000]) in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, but ten million pounds ([£10,000,000]) any one occurrence and in the aggregate per annum in respect of products and pollution liability (to the extent insured under the policy).</p> <p>Professional Indemnity Insurance</p> <p>Not less than 5 million pounds (£5,000,000) in respect of any one claim and in the annual aggregate.</p> <p>Employers Liability Insurance</p> <p>The limit of indemnity for the employers' liability insurance shall be any one occurrence inclusive of costs, the number of occurrences being unlimited in any annual period of insurance.</p>
------------	---

## 8. TERMINATION AND EXIT

<b>8.1</b>	<p><b>Termination on material Default</b> (Clause 42.2 of the Call Off Terms):</p> <p>In Clause 42.2.1(c) of the Call Off Terms</p>
<b>8.2</b>	<p><b>Termination without cause notice period</b> (Clause 42.7 of the Call Off Terms):</p> <p>In Clause 42.7 of the Call Off Terms</p>
<b>8.3</b>	<p><b>Undisputed Sums Limit:</b></p> <p>In Clause 43.1.1 of the Call Off Terms - "one month's average Call Off Contract Charges"</p>
<b>8.4</b>	<p><b>Exit Management:</b></p> <p>In Call Off Schedule 9 (Exit Management)</p> <p>In compliance with the terms of the Schedule 9 (Exit Management), the Supplier is expected to produce an Exit Plan as described in paragraph 5 of Call Off Schedule 9 (Exit Management) within 20 Working Days of the Call Off Commencement Date, specifically the Exit Plan shall include the items details in paragraph 5.3 of Schedule 9 (Exit Management)</p>

## 9. SUPPLIER INFORMATION

<b>9.1</b>	<p><b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b></p> <p>Not required</p>
<b>9.2</b>	<p><b>Commercially Sensitive Information:</b></p> <p>Not applied</p>

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<p><b>Recitals</b> (in preamble to the Call Off Terms):</p> <p>Recitals B to E</p> <p>Recital C - date of issue of the Statement of Requirements: <b>9<sup>th</sup> May 2019</b></p> <p>Recital D - date of receipt of Call Off Tender: <b>6<sup>th</sup> June 2019</b></p>
<b>10.2</b>	<p><b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b></p> <p>Not Applicable</p>
<b>10.3</b>	<p><b>Security</b></p> <p>Long form security requirements apply</p> <p>Security Aspects Letter - The Supplier is expected to agree to the terms of a Security Aspects Letter (SAL) and implement the provisions therein.</p> <p>Security Management Plan - The Supplier is required to present a Security Management Plan in accordance with the Call Off Schedule 7, the content of which is detailed in paragraph 4.2 specifically, detailing the arrangements to meet the security requirements to be applied to the Services to be delivered twenty (20) Working Days after the Call Off Commencement Date.</p> <p>Personnel Security - Personnel employed by the Supplier to work on Services, and/or on systems that store or process Customer Personal Data shall be subject to pre-employment checks that include, as a minimum: employment history for at least the last three years, identity, and unspent criminal convictions.</p> <p>The Supplier Personnel are expected to undergo the necessary HMG security vetting where it is deemed necessary by the Customer where accessing products, services, and systems that are above the HMG security classification that requires such clearances except where agreed with the Customer in writing.</p> <p>The Supplier shall prevent Supplier Personnel who are unable to obtain the required security clearances from accessing products, services, and systems which store, process, or are used to manage Customer Personal Data except where agreed with the Customer in writing.</p>
<b>10.4</b>	<p><b>ICT Policy:</b></p> <p>Compliance with Home Office ICT Policy (<a href="https://horizon.fcso.gsi.gov.uk/section/it-services/it-policy-and-security-staff">https://horizon.fcso.gsi.gov.uk/section/it-services/it-policy-and-security-staff</a>)</p>
<b>10.6</b>	<p><b>Business Continuity &amp; Disaster Recovery:</b></p> <p>In Call Off Schedule 8 (Business Continuity and Disaster Recovery)</p> <p><b>Disaster Period:</b> For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be 4 hours</p>
<b>10.7</b>	<b>NOT USED</b>
<b>10.8</b>	<p><b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms):</p> <p>Clause 35.2.3 of the Call Off Terms applies when Customer Data is issued to the Supplier</p>
<b>10.9</b>	<p><b>Notices</b> (Clause 56.6 of the Call Off Terms):</p> <p>Customer's postal address and email address:</p>

	<b>REDACTED</b>		
	Supplier's postal address and email address:		
	<b>REDACTED</b>		
<b>10.10</b>	<b>Transparency Reports</b>		
	In Call Off Schedule 13 (Transparency Reports) to be confirmed prior to Commencement Date.		
	<b>TITLE</b>	<b>CONTENT</b>	<b>FORMAT</b>
	<i>Performance</i>	<i>Performance against Work Package Deliverables</i>	<i>MS Office</i>
	<i>Call Off Contract Charges</i>	<i>Charges per work package</i>	<i>MS Office</i>
	<i>Key Sub-Contractors</i>	<i>List of Sub-Contractors by work package</i>	<i>MS Office</i>
	<i>Technical</i>	<i>TBC</i>	<i>TBC</i>
	<i>Performance Management including risk transfer, ownership &amp; pricing</i>	<i>KPI Performance</i>	<i>MS Office</i>
<b>10.11</b>	<b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b>		
	The following clause shall additionally apply:		
	1. <b>“CONFLICTS OF INTEREST</b>		
	1.1	The Supplier shall take appropriate steps to ensure that neither the Supplier nor the Supplier Personnel are placed in a position where (in the reasonable opinion of the Customer) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier or the Supplier Personnel and the duties owed to the Customer under the provisions of the Call Off.	
	1.2	The Supplier shall promptly notify and provide full particulars to the Customer if such conflict referred to in Clause 1.1 arises or may reasonably be foreseen as arising.	
	1.3	The Customer reserves the right to terminate this Call Off Agreement immediately by giving notice in writing to the Supplier and/or to take such other steps it deems necessary where, in the reasonable opinion of the Customer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Customer under the provisions of this Call Off. The action of the Contracting Body pursuant to this Clause 1 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Customer.”	

	Additional terms may apply to individual work packages as required and to be detailed in the work package specifications.				
<b>10.12</b>	<b>Call Off Tender:</b> In Schedule 15 (Call Off Tender)				
<b>10.13</b>	<p><b>Publicity and Branding</b></p> <p>In addition to Clause 36 of the Call Off Terms, the Supplier shall comply with the following:</p> <p>1.1 The Supplier shall not:</p> <p>1.1.1 make any press announcements or publicise this Call Off in any way; or</p> <p>1.1.2 use the Customer's name or brand in any promotion or marketing or announcement;</p> <p>without approval (the decision of the Customer to approve or not shall not be unreasonably withheld or delayed).</p> <p>1.2 Each party acknowledges to the other that nothing in this Call Off either expressly or by implication constitutes an approval and/or endorsement of any goods or Services of the other party (including the goods and/or Services) and each party agrees not to conduct itself in such a way as to imply or express any such approval and/or endorsement.</p> <p>1.3 The Customer shall be entitled to publicise this Call Off in accordance with any legal obligation upon the Authority, including any examination of this Framework Agreement by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.</p> <p>1.4 The Supplier shall obtain the Customer's approval prior to publishing any content in relation to this Call Off using any media, including on any electronic medium, and the Supplier will ensure that such content is regularly maintained and updated. In the event that the Supplier fails to maintain or update the content, the Authority may give the Supplier notice to rectify the failure and if the failure is not rectified to the reasonable satisfaction of the Customer within one (1) Month of receipt of such notice, the Authority shall have the right to remove such content itself or require that the Supplier immediately arranges the removal of such content.</p>				
<b>10.14</b>	<b>Staff Transfer</b> Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).				
<b>10.15</b>	<b>Processing Data (Call Off Schedule 17)</b> Home Office Data Protection Officer – <b>REDACTED</b> Supplier Data Protection Officer – <b>REDACTED</b>				
<table border="1"> <tr> <td><b>Contract Reference:</b></td> <td><b>CCCC19A15</b></td> </tr> <tr> <td><b>Date:</b></td> <td><b>[ENTER DATE]</b></td> </tr> </table>		<b>Contract Reference:</b>	<b>CCCC19A15</b>	<b>Date:</b>	<b>[ENTER DATE]</b>
<b>Contract Reference:</b>	<b>CCCC19A15</b>				
<b>Date:</b>	<b>[ENTER DATE]</b>				

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 Workplace address Workplace Phone Number Workplace email address Names Job Title Compensation Tenure Information Qualifications or Certificate Nationality Education & training history Previous work history Personal Interests References and referee details Driving license details National insurance number	

	<p>Bank statements</p> <p>Utility bills</p> <p>Job title or role</p> <p>Job application details</p> <p>Start date</p> <p>End date &amp; reason for termination</p> <p>Contract type</p> <p>Compensation data</p> <p>Photographic Facial Image</p> <p>Biometric data</p> <p>Birth certificates</p> <p>IP Address</p> <p>Details of physical and psychological health condition</p> <p>Next of kin &amp; emergency contact details</p> <p>Record of absence, time tracking &amp; annual</p>	
Categories of Data Subject		
10.16	<b>MOD DEFCONS AND DEFFORMS</b>	
	Not applied	

## 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	21 <sup>st</sup> August 2019

### For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	21 <sup>st</sup> August 2019