

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

Call Off Contract

Contract Reference: CCCC20B19

Provision of Government Cost Estimation Practices

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 Agreement for the provision of **RM3745** 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 provided by customer post award
From	Infrastructure and Projects Authority ("CUSTOMER")
To	Ernst & Young LLP ("SUPPLIER")
Date	09/09/2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 11/09/2020
1.2.	Expiry Date: 21/01/2021

2. SERVICES

2.1.	Services required: REDACTED
------	--

3. PROJECT PLAN

3.1. Project Plan:	The following Contract milestones/deliverables shall apply:		
	Milestone /Deliverable	Description	Timeframe or Delivery Date
	1	Submit a project plan	Within 10 working days of project commencement
	2	Development and publication of a “best in class” approach to cost estimating	Within 12 weeks of the project starting
	3	Provide a description of cost estimating requirements at the various lifecycle for projects & programmes, and develop a set of questions to be adopted into the IPA Assurance review process for challenging project cost estimate	Within the 16 weeks of the project starting
	4	Create new learning and training materials	Within 16 weeks of the project starting

4. CONTRACT PERFORMANCE

4.1. Standards:				
	KPI/SLA	SERVICE AREA	KPI/SLA DESCRIPTION	TARGET
	1	Delivery timescales	All materials and activities (referred to in the milestone section) to be delivered within the time specified	100%
	2	Reporting	The supplier will provide weekly flash reports on progress to the customer project manager by 5pm on Fridays	100%
	3	Engagement and relationship	Engagement with the customer is appropriate and in line with the approved delivery plan.	100%
4.2	Service Levels/Service Credits:			
	Not applied			
4.3	Critical Service Level Failure:			
	Not applied			

4.4	Performance Monitoring: Adherence to SLA listed in 4.2
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: REDACTED
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Applied

6. 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): 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 All invoices must include a valid purchase order (PO) number. Invoices without the PO number will be rejected. If you have a query regarding an outstanding payment please contact our Accounts Payable team at: REDACTED

6.3	Reimbursable Expenses: Permitted Expenses to the base location should be included in the rates, expenses to other locations will be paid in line the Supplier'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)): REDACTED
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): For the full term of the contract
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 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

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: REDACTED
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

8. 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
------------	--

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Applied
9.2	Commercially Sensitive Information: The Supplier acknowledges that the Customer may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Customer shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Secretary of State's Section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Call Off Contract) the Customer shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and EIRs.

10. 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: 11/08/2020 Recital D - date of receipt of Call Off Tender: 09/09/2020
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Select short form security requirements
10.4	ICT Policy: Not applied
10.6	Business Continuity & Disaster Recovery: Not applied
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): Clause 35.2.3 of the Call Off Terms
10.9	Notices (Clause 56.6 of the Call Off Terms):

	REDACTED
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)
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: In CCCC20B19 - Annex B – Suppliers Bid V1.1
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 Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
10.15	Processing Data Call Off Schedule 17 REDACTED

1. The Processor shall comply with any further written instructions with respect to processing by the Controller.
2. Any such further instructions shall be incorporated into this Schedule.

Contract Reference:	CCCC20B19
Date:	11/09/2020
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	For the exchange of information between the parties to this contract
Type of Personal Data	<p>Full name</p> <p>Workplace address</p> <p>Workplace Phone Number</p> <p>Workplace email address</p> <p>Names</p> <p>Job Title</p> <p>Compensation</p> <p>Tenure InformationQualifications or Certifications</p> <p>Nationality</p> <p>Education & training history</p> <p>Previous work history</p> <p>Personal Interests</p> <p>References and referee details</p> <p>Driving license details</p> <p>National insurance number</p> <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 & 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 or medical condition</p> <p>Next of kin & emergency contact details</p> <p>Record of absence, time tracking & annual leave</p>	
<p>Categories of Data Subject</p>	<p>Contractors</p> <p>Service Providers</p> <p>Suppliers</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	REDACTED

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	REDACTED