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**Provision of CGI Payroll Audit Consultancy**

**TO**

**Government Internal Audit Agency**

**From**

**BDO LLP**

**Contract Reference: CCCC19A98**

12/08/2013

**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 Agreementfor the provision of **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.

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| **Order Number** | **To be advised by the Authority** |
| **From** | **Government Internal Audit Agency**  **("CUSTOMER")** |
| **To** | **BDO LLP**  **("SUPPLIER")** |

**SECTION B**

1. **call off contract period**

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|  | **Commencement Date**: 2nd December 2019 |
|  | **Expiry Date**:  End date of Period 30th April 2020 |

1. **Services**

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| **2.1.** | **Services required**:  See Statement of Requirements – Appendix A |

1. **PROJECT Plan**

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| **3.1.** | **Project Plan**:  Call Off Schedule 4 (Project Plan)  See Statement of Requirements- Appendix A |
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1. **contract performance**

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| **4.1.** | **Standards**:  See Statement of Requirements- Appendix A |
| **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**

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| **5.1** | **Key Personnel**:  Customer- **Redacted**  Supplier- **Redacted** |
| **5.2** | **Relevant Convictions** (Clause 28.2 of the Call Off Terms):  In Clause 28.2 of the Call Off Terms |

1. **PAYMENT**

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| **6.1** | **Call Off Contract Charges** (including any applicable discount(s), but excluding VAT):  In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)  See Appendix B- Supplier pricing proposal. |
| **6.2** | **Payment terms/profile** (including method of payment e.g. Government Procurement Card (GPC) or BACS):  In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) |
| **6.3** | **Reimbursable Expenses**:  Not Permitted  The base location is London (BDO Offices) and travel will be required to the CGI London offices. Fieldwork to be undertaken at CGI offices in Leatherhead but visits may also be required to the data centre in Bridgend and technology and printing centre in Uxbridge. EPayfat is hosted in Newport and Waterton and these could be visited (but it is not expected in 19/20 audit). Travel and Subsistence is included (at a stated cost of £**Redacted** exc VAT) in the overall rates given but as a separate entry and will attract a VAT charge*.* |
| **6.4** | **Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  GIAA Commercial, GIAA, 7th Floor, 10 Victoria Street, London SW1H 0NB |
| **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 from Call Off Commencement Date |
| **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 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 |

1. **LIABILITY and insurance**

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| **7.1** | **Estimated Year 1 Call Off Contract Charges**:  The sum of £20,745.00 (Exc.VAT).  This excludes any related GIAA costs for working on this audit which will be charged in addition to the BDO fee and split between all Consortium Departments requiring the audit. If these fees for GIAA were included on top then the maximum total is up to £30,000.00 (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 |

1. **TERMINATION and exit**

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| **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:**  In Call Off Schedule 9 (Exit Management) |

1. **supplier information**

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| **9.1** | **Supplier's inspection of Sites, Customer Property and Customer Assets:**  Not Applied |
| **9.2** | **Commercially Sensitive Information**:  **To be confirmed at Contract Award** |

1. **OTHER CALL OFF REQUIREMENTS**

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| **10.1** | **Recitals** (in preamble to the Call Off Terms):  Recital A  Recital C - date of issue of the Statement of Requirements: 28th November 2019  Recital D - date of receipt of Call Off Tender:28th November 2019 |
| **10.2** | **Call Off Guarantee (Clause 4 of the Call Off Terms):**  Not required |
| **10.3** | **Security**:  Select short form security requirements.  In addition to this:  All staff must have SC vetting and this has been accepted by BDO.  CGI payroll papers are reviewed on site at CGI offices in a locked environment and the dates agreed. Data documents are not sent to GIAA and an agreement is discussed between CGI and BDO over whether documents need to be transferred and then encrypted and password controlled.  All papers worked in at CGI (not allowed to be taken off site) are controlled within a locked secure room within CGI and only BDO staff working on the audit will have access. All fieldwork is undertaken on-site at CGI Leatherhead office. No personal data or other sensitive or confidential data is taken off site and controlled within CGI. Only results of test findings are taken and these are held secure on BDO and GIAA locked down and limited drives on their own IT systems.  BDO will be given access to a limited Guest Wi-Fi but is separate and segregated from CGI network.  Key findings (no personnel data or bank accounts etc) are issued to GIAA over the BDO secure encrypted document transfer system and not over open network. In addition, meetings with GIAA during the process will be required and also discussions over findings and presentation to Consortium in March of findings – likely to be London at 20 Fenchurch Street.  Key documents are to be held at GIAA on a secure InfoStore accessible to only a few key staff and these are loaded on TeamMate as appropriate and record has restricted access. No papers are distributed electronically unless by prior agreement (CGI requirements). |
| **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 Not Applied. |
| **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: GIAA, 7th Floor, 10 Victoria Street, London SW1H 0NB  Supplier’s postal address and email address:  BDO LLP, 150 Aldersgate Street, London, EC1A 4AB |
| **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**:  Not Required |
| **10.13** | **Publicity and Branding (Clause 36.3.2 of the Call Off Terms)**  In Clause 36.3.2 of the Call Off Terms |
| **10.15** | * + 1. The contact details of the Customer Data Protection Officer is:   **Redacted**   * + 1. The contact details of the Suppliers Data Protection Officer is:   **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:** | **CCCC19A98** | | **Date:** | **29th November 2019** | | **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 Award plus 7 years. | | Nature and purposes of the processing | We are not looking, reviewing or examining any of the data below. It is to do with the process around the payment, security.  Scope of audit covers:  ***2019/20 Draft Scope***  *Area One: Organisational Controls*   * Risk Management * Relief Management * Performance Management * Business Continuity Management   Area Two: Payroll Processing & Information Security   * Safeguarding of Information * Policies and Procedures * Changing / Updating of Data * Payroll Processing * Pension Options Management   Area Three: Technology Risk & Data Security   * Safeguarding of Data (Including Standard Issue Operating Procedures) * User Profile Set Up Controls * Changing / Updating Data * Web Based Filing Procedures * Data Handling Procedures * PenServer Interface * Webshare Security * Output Controls (Xerox) * iPayview security of data transfer | | Type of Personal Data | Full name  Workplace address  Workplace Phone Number  Workplace email address  Names  Job Title  Compensation   |  | | --- | | Tenure Information Qualifications 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 |  | |

**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.**

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| --- | --- |
| **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 |  |
| Date |  |
| **For and on behalf of the Customer:** | |
| Name and Title | **Redacted** |
| Signature |  |
| Date |  |