

**FRAMEWORK SCHEDULE 4**

**Management Consultancy Framework Two (MCF2) RM6008**

**CALL OFF ORDER FORM AND CALL-OFF TERMS**

**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 Project Planning services under Lot 1 Business Consultancy Services of Management Consultancy Framework Two (MCF2) RM6008 under 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	<b>C19339 SVS Detailed Implementation Plan Review</b>
From	THE SECRETARY OF STATE FOR THE HOME DEPARTMENT acting through HM Passport Office (acting on behalf of the Crown), whose principal office is at 2 Marsham Street, London SW1P 4DF the (" <b>CUSTOMER</b> ")
To	PA CONSULTING SERVICES LIMITED a company registered in England and Wales under registered number 00414220 whose registered office is at 10 Bressenden Place, London SW1E 5DN, United Kingdom the (" <b>SUPPLIER</b> ")
Date	22 July 2020 the (" <b>DATE</b> ")



As part of acceptance of this plan, the Home Office is keen to seek independent assurance of the achievability of this plan.

[Redacted]

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

**Scope of Work:**

[Redacted]

- [Redacted]
- [Redacted]
- [Redacted]

It is important that the commercial partner providing the Independent Assurance uses its expert knowledge of planning tools and techniques as well as drawing on industry best practice and recent experience of similar HO projects.

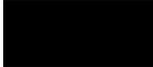
The contractor will be able to seek additional information from the Supplier or HO as required to conduct the assessment

**Deadline:**

[Redacted]

- By 10am 23 July 2020 - The provider must be in situ and ready to commence;
- By 11am 31 July 2020 – Submit the final, succinct, fact-based report of the findings.



	<p>experience;</p> <ul style="list-style-type: none"> <li>• Confirmation of no conflict of interest with The Bidder which cannot be overcome with ethical walls; and</li> <li>• Cost, with VAT specified separately.</li> </ul> <p>7. The contractor shall always maintain confidentiality of all information and must not share the information without written consent from the Home Office.</p> <p><b>Documents</b></p> <p>The contractor will be provided with the following documents:</p> <ul style="list-style-type: none"> <li>• [REDACTED]</li> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> </ul> <p><b>Supplier's Proposal</b></p> <p>The Supplier's Proposal is embedded below and is available as a separate document that has been shared by both Parties.</p> <div style="display: flex; align-items: center; justify-content: center;"> <div style="text-align: center; margin-right: 20px;">      </div> <div style="text-align: center;"> <p><b>Redacted as contains Supplier's commercially sensitive material</b></p> </div> </div> <p>PA proposal for SVS assurance review v1.0</p>
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**3. PROJECT PLAN**

<b>3.1.</b>	<b>Project Plan:</b> Not Applicable
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**4. CONTRACT PERFORMANCE**

<b>4.1.</b>	<b>Standards:</b> Not Applicable
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4.2	<b>Service Levels/Service Credits:</b> Not applied
4.3	<b>Critical Service Level Failure:</b> Not applied
4.4	<b>Performance Monitoring:</b> Not applied
4.5	<b>Period for providing Rectification Plan:</b> In Clause 39.2.1(a) of the Call Off Terms

**5. PERSONNEL**

5.1	<b>Key Personnel:</b> See Order Form: Section 2.1 (Services)
5.2	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms):

**6. PAYMENT**

6.1	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):  The assurance review as outlined in Call Off Schedule 2 (Services) is for a fixed price of £24,000 + VAT.
6.2	<b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS): See Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).
6.3	<b>Reimbursable Expenses:</b> Not permitted
6.4	<b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): HOSupplierInvoices@Homeoffice.gov.uk

<p><b>6.5</b></p>	<p><b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not Applicable</p>
<p><b>6.6</b></p>	<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: Not Applicable</p>
<p><b>6.7</b></p>	<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)): Not Permitted</p>

**7. LIABILITY AND INSURANCE**

<p><b>7.1</b></p>	<p><b>Estimated Year 1 Call Off Contract Charges:</b>  The sum of £ 24,000 excluding VAT</p>
<p><b>7.2</b></p>	<p><b>Supplier's limitation of Liability</b> See Clause 37.2.1 of the Call Off Terms</p>
<p><b>7.3</b></p>	<p><b>Insurance</b> (Clause 38.3 of the Call Off Terms):  The Supplier shall effect and maintain a Professional Indemnity Insurance policy to cover all risks in the performance of this Contract  The Supplier shall meet its insurance obligations under applicable Law in full, including UK employers' liability insurance.</p>

**8. TERMINATION AND EXIT**

8.1	<p><b>Termination on material Default</b></p> <hr/> <p>See Clause 42.2.1(c) of the Call Off Terms</p>
8.2	<p><b>Termination without cause notice period</b></p> <p>See Clause 42.7 of the Call Off Terms</p>
8.3	<p><b>Undisputed Sums Limit:</b></p> <p>See Clause 43.1.1 of the Call Off Terms</p>
8.4	<p><b>Exit Management:</b></p> <p>Not Applied</p>

**9. SUPPLIER INFORMATION**

9.1	<p><b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b></p> <p>Not applicable</p>												
9.2	<p><b>Commercially Sensitive Information:</b></p> <p>The Supplier's Confidential Information includes for the purposes of this Call Off Contract the items listed below:</p> <table border="1" data-bbox="295 1464 1066 2011"> <thead> <tr> <th data-bbox="295 1464 534 1536"><b>Sensitive Information</b></th> <th data-bbox="534 1464 746 1536"><b>Reason for sensitivity</b></th> <th data-bbox="746 1464 1066 1536"><b>Location in contract</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="295 1536 534 1671">Identity of professional staff and skills experience.</td> <td data-bbox="534 1536 746 1671">Risk of 'poaching' by professional competitors.</td> <td data-bbox="746 1536 1066 1671">Supplier's proposal as contained in Call Off Schedule 2 (Services)</td> </tr> <tr> <td data-bbox="295 1671 534 1839">Total price bid for the proposal.</td> <td data-bbox="534 1671 746 1839">Of competitive value to professional competitors.</td> <td data-bbox="746 1671 1066 1839">Order Form: Section 6.1 Call Off Contract Charges</td> </tr> <tr> <td data-bbox="295 1839 534 2011">PA Consulting Methodologies and Tools.</td> <td data-bbox="534 1839 746 2011">Of competitive value to professional competitors.</td> <td data-bbox="746 1839 1066 2011">Supplier's proposal as contained in Call Off Schedule 2 (Services)</td> </tr> </tbody> </table>	<b>Sensitive Information</b>	<b>Reason for sensitivity</b>	<b>Location in contract</b>	Identity of professional staff and skills experience.	Risk of 'poaching' by professional competitors.	Supplier's proposal as contained in Call Off Schedule 2 (Services)	Total price bid for the proposal.	Of competitive value to professional competitors.	Order Form: Section 6.1 Call Off Contract Charges	PA Consulting Methodologies and Tools.	Of competitive value to professional competitors.	Supplier's proposal as contained in Call Off Schedule 2 (Services)
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10. OTHER CALL OFF REQUIREMENTS

10.1	<p><b>Recitals</b> (in preamble to the Call Off Terms):</p> <p>Recital A</p>
10.2	<p><b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b></p> <p>Not required</p>
10.3	<p><b>Security:</b></p> <p><i>See short form (paragraphs 1 to 5 of Call off Schedule 7 (Security))</i></p> <p>A copy of the Supplier's Security Policy is embedded below and has been shared seperately.</p> <div style="text-align: center;">  <p><b>Redacted as contains Supplier's commercially sensitive material</b></p>   </div> <p>PA's approach to Information Security - Third Party Information Security Statement - Client Version – dated 19th Spetember 2019.</p> <p>The Supplier confirrms that their Security Policy meets the customer security requirements as defined in “Manual of Cluster 2 Security Policies” version 1.2, issued June 2019.</p>
10.4	<p><b>ICT Policy:</b></p> <p>Not applied</p>
10.6	<p><b>Business Continuity &amp; Disaster Recovery:</b></p> <p>Not applied</p>
10.7	<p><b>NOT USED</b></p>
10.8	<p><b>Protection of Customer Data</b> See Clause 35.2.3 of the Call Off Terms:</p>

<p><b>10.9</b></p>	<p><b>Notices</b> (Clause 56.6 of the Call Off Terms):</p> <p>Customer’s postal address and email address:  Home Office,  2 Marsham Street, London, SW1P 4DF  Email: [REDACTED]</p> <p>Supplier’s postal address and email address:  <b>PA CONSULTING SERVICES LIMITED</b>  10 Bressenden Place,  London, SW1E 5DN  Email: [REDACTED]</p>
<p><b>10.10</b></p>	<p><b>Transparency Reports</b>  See Call Off Schedule 13 (Transparency Reports)  Not Applicable</p>
<p><b>10.11</b></p>	<p><b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b>  Not Applicable</p>
<p><b>10.12</b></p>	<p><b>Call Off Tender:</b>  Not Applicable</p>
<p><b>10.13</b></p>	<p><b>Publicity and Branding</b>    See Clause 36.3.2 of the Call Off Terms</p>
<p><b>10.14</b></p>	<p><b>Staff Transfer</b>  Not Applicable</p>
<p><b>10.15</b></p>	<p><b>Processing Data</b>  Not Applicable</p>
<p><b>10.16</b></p>	<p><b>MOD DEFCONs and DEFFORM</b>    Not Applicable</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	25th August 2020

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

Name and Title	[REDACTED]
Signature	pp [REDACTED]
Date	25th August 2020

## CALL-OFF TERMS

The Call-Off Terms to this contract are embedded below and are available as a separate document that has been shared by both Parties.

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RM6008-MCF2-Call-  
off-terms-v61.pdf

RM6008-MCF2-Call-off-terms-v61