

**Crown Commercial Service**

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**Call Off Order Form for Management Consultancy Services**

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**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM**

## PART 1 – CALL OFF ORDER FORM

### SECTION A

**Following ItT\_2619**, this Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of **HMPPS - Project Delivery Partner** 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>TBC</b>	<b>Contract ref: 16472</b>
From	<b>Ministry of Justice</b> 102 Petty France, London, SW1H 9AJ ("CUSTOMER")	
To	<b>Ernst &amp; Young LLP</b> , 1 More London Place, London, SE1 2AF ("SUPPLIER")	
Date	13/05/2019 ("DATE")	

### SECTION B

#### 1. CALL OFF CONTRACT PERIOD

1.1.	<b>Commencement Date:</b> 13/05/2019
1.2.	<b>Expiry Date:</b>  End date of Initial Period: 12/05/2020  End date of Extension Period: <b>Not applicable</b> Minimum written notice to Supplier in respect of extension: <b>Not applicable</b>

#### 2. SERVICES

<b>2.1.</b>	<p><b>Services required:</b></p> <p>As detailed in Call Off Schedule 2 (Services)</p> <p>Her Majesty's Prison and Probation Service (HMPPS) requires a single Delivery Partner covering multiple disciplines to augment MoJ/HMPPS capability and capacity, to implement the solution for a complex HMPPS Project. The Delivery Partner will provide support throughout the life of the Project as detailed in Call Off Schedule 2 (Services).</p>
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### 3. PROJECT PLAN

<b>3.1.</b>	<p><b>Project Plan:</b> In Call Off Schedule 4 (Project Plan)</p> <p>The Supplier shall provide the Customer with a draft Project Plan for Approval within 5 Working Days from the Call Off Commencement Date applicable to the Milestones detailed below.</p>
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Milestone	Description	Timeframe
1	Core Team in place	From contract commencement
2	Work Package commenced	From contract commencement
3	Initial work package completed	2 months post contract commencement
4	Next work packages/deliverables defined	Prior to initial work package completing

### 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<p><b>Standards:</b></p> <p>As per details in 2.1 under Services</p>
<b>4.2</b>	<p><b>Service Levels/Service Credits:</b></p> <p>Not applied</p>
<b>4.3</b>	<p><b>Critical Service Level Failure:</b></p> <p>Not applied</p>
<b>4.4</b>	<p><b>Performance Monitoring:</b></p> <p>Not applied</p>
<b>4.5</b>	<p><b>Period for providing Rectification Plan:</b></p> <p>In Clause 39.2.1(a) of the Call Off Terms</p>

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## 5. PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b> <b>REDACTED</b>
<b>5.2</b>	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms): None

## 6. PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
<b>6.2</b>	<b>Payment terms/profile</b> (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)
<b>6.3</b>	<b>Reimbursable Expenses:</b> Any travel/subsistence required outside of London (as directed and approved by the Customer in advance) will be paid by the Customer in accordance to MoJ Travel and subsistence policy.
<b>6.4</b>	<b>Customer billing address</b> All invoices must be sent, quoting a valid purchase order number (PO Number) and Contract reference, to: MOJ, SSCL, PO Box 769, Newport, NP20 9BB. You must be in receipt of a valid PO Number before submitting an invoice.
<b>6.5</b>	<b>Call Off Contract Charges fixed for</b> the term of this agreement.
<b>6.6</b>	<b>Supplier periodic assessment of Call Off Contract Charges:</b> Not applied
<b>6.7</b>	<b>Supplier request for increase in the Call Off Contract Charges</b> not Permitted

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b> <b>REDACTED</b> Future work packages/deliverables will be developed throughout the life of the contract, as required, as we move into Transition and business as usual (requiring the same skills as required for the initial work package). Throughout the contract the
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	<p>Delivery Partner and HMPPS will design and agree work package deliverables based on business need via a robust commissioning route. The total of the work packages will not exceed the contract value and HMPPS makes no commitment to spend the total contract value.</p> <p>Any future work packages throughout the life of the contract will be based on the submitted rate card.</p>
<b>7.2</b>	<p><b>Supplier's limitation of Liability</b></p> <p>Subject to Clause <b>Error! Reference source not found.</b> (Unlimited Liability), the Supplier's total aggregate liability 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 £2 million (or, if greater, the total amount of the Charges charged by the Supplier to the Customer under this Call Off Contract)</p>
<b>7.3</b>	<p><b>Insurance</b> (Clause 38.3 of the Call Off Terms):</p> <p>"No policies of insurance are stipulated in this Call Off Order Form"</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 <b>Error! Reference source not found.</b> of the Call Off Terms):</p> <p>In Clause <b>Error! Reference source not found.</b> 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</p>
<b>8.4</b>	<p><b>Exit Management:</b></p> <p>Not applied</p>

## 9. SUPPLIER INFORMATION

<b>9.1</b>	<p><b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b></p> <p>Not applicable</p>
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<b>9.2</b>	<p><b>Commercially Sensitive Information:</b></p> <p>The Supplier may be disclosing commercially sensitive information to the Customer such as copyrights, know-how, methodology or trade secrets contained in Supplier Background IPR.</p> <p>The Supplier is aware of the Customer’s responsibilities under the Freedom of Information Act (FOI) which may require it to release information to third parties arising from its involvement with the Supplier. Certain information provided by the Supplier may constitute trade secrets and/or commercially sensitive information and may be subject to exemption from disclosure by virtue of s43 of the FOI. While decisions on deciding whether this statutory exemption applies is a matter for the Customer, the Supplier would ask that it is notified as soon as possible of any FOI request received by the Customer and that the Customer consults with the Supplier over whether the statutory exemption applies to the information requested.</p>
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## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<p><b>Recitals</b> (in preamble to the Call Off Terms):</p> <p>Recital A</p>
<b>10.2</b>	<p><b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b></p> <p>Not required</p>
<b>10.3</b>	<p><b>Security:</b></p> <p>Short form security requirements</p>
<b>10.4</b>	<p><b>ICT Policy:</b></p> <p>Not applied</p>
<b>10.6</b>	<p><b>Business Continuity &amp; Disaster Recovery:</b></p> <p>Not applied</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>Not required</p>
<b>10.9</b>	<p><b>Notices</b> (Clause 56.6 of the Call Off Terms):</p> <p><b>Customer’s postal address and email address:</b></p> <p>HMPPS, Community Interventions Directorate, 102 Petty France, London, SW1H 9AJ</p> <p><b>Supplier’s postal address and email address:</b></p> <p>Ernst &amp; Young LLP, 1 More London Place, London, SE1 2AF</p> <p><b>REDACTED</b></p>
<b>10.10</b>	<b>Transparency Reports</b>

	In Call Off Schedule 13 (Transparency Reports)
<b>10.11</b>	<b>REDACTED</b>
<b>10.12</b>	<b>Call Off Tender:</b> In Schedule 16 (Call Off Tender)
<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> In Clause 36 (Publicity and Branding). No further requirements in Clause 36.3.2.
<b>10.14</b>	<b>Staff Transfer</b> Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).

**Framework Schedule 4:  
Call Off Terms for Management Consultancy Services**



Appendix C - MC  
Call Off Terms

## CALL OFF SCHEDULE 2: SERVICES



Appendix B -

## CALL OFF SCHEDULE 3: CALL OFF CONTRACT CHARGES, PAYMENT AND INVOICING



Appendix\_E\_EY.xlsx

## CALL OFF SCHEDULE 4: PROJECT PLAN

3.1 above

## 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	
Signature	
Date	

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

Name and Title	
Signature	
Date	