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

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

12/08/2013

**PROVISION OF CONSULTANCY AND ASSURANCE FOR HOME OFFICE FBIS PROGRAMME**

**TO**

**HOME OFFICE**

**FROM**

**ERNST & YOUNG LLP**

**CONTRACT REFERENCE: CCCC21A66**

**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 Agreementfor the provision of RM3745dated 4th September 2017.

This Call Off Order Form is for the Provision of Financial Advisors for the Emergency Measures Co-ordination and Planning Group.

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.

|  |  |
| --- | --- |
| **Order Number** | CCCC21A66 |
| **From** | **Home Office**  **("CUSTOMER")** |
| **To** | **Ernst & Young LLP**  **("SUPPLIER")** |

**SECTION B**

**call off contract period**

|  |  |
| --- | --- |
|  | **Commencement Date**: **Monday 20th September 2021** |
|  | **Expiry Date**:  End date of Initial Period: **Thursday 31st March 2022**  Minimum written notice to Supplier in respect of extension: **One (1) month** |

**Services**

|  |  |
| --- | --- |
| **2.1.** | **Services required**:  In Call Off Schedule 2 Annex 1 (The Services) |

**PROJECT Plan**

|  |  |
| --- | --- |
| **3.1.** | **Project Plan**: In Call Off Schedule 4 (Project Plan)  The Supplier shall provide the Customer with a draft Project Plan for Approval within ten (10) Working Days from the Call Off Commencement Date |
|

**contract performance**

|  |  |
| --- | --- |
| **4.1.** | **Standards**:  Clause 11 (Standards and Quality) shall apply |
| **4.2** | **Service Levels/Service Credits**:  Not applied |
| **4.3** | **Critical Service Level Failure**:  Not applied |
| **4.4** | **Performance Monitoring:**  Call Off Schedule 2 Annex 1: The Services, Section 15 (Service Levels and Performance) |
| **4.5** | **Period for providing Rectification Plan:**  In Clause 39.2.1(a) of the Call Off Terms |

**personnel**

|  |  |
| --- | --- |
| **5.1** | **Key Personnel**:  **Customer:**  REDACTED TEXT  REDACTED TEXT  REDACTED TEXT  REDACTED TEXT  **Supplier:**  REDACTED TEXT  REDACTED TEXT  REDACTED TEXT |
| **5.2** | **Relevant Convictions** (Clause 28.2 of the Call Off Terms):  Clause 28.2 shall apply. |

**PAYMENT**

|  |  |
| --- | --- |
| **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) |
| **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**:  Travel and expenses will not be paid within the M25. In line with the Authority’s T&E policy, T&E is payable outside of the M25 where such travel and cost is agreed in advance with Home Office. |
| **6.4** | **Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  **To be Completed at Contract Award**  Or via email to: REDACTED TEXT |
| **6.5** | **Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  The life of the Call Off Contract from the 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 |

**LIABILITY and insurance**

|  |  |
| --- | --- |
| **7.1** | **Estimated Year 1 Call Off Contract Charges**:  (To be completed at contract award) |
| **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):  Clause 38.3 shall apply. |

**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 |

**supplier information**

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

**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: **5th May 2021**  Recital D - date of receipt of Call Off Tender: **25th May 2021** |
| **10.2** | **Call Off Guarantee (Clause 4 of the Call Off Terms):**  Not required |
| **10.3** | **Security**:  Short form security requirements |
| **10.4** | **ICT Policy:**  Not applied |
| **10.5** | **Testing**:  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 shall apply |
| **10.9** | **Notices** (Clause 56.6 of the Call Off Terms):  **Customer’s postal address:**  REDACTED TEXT  **Supplier’s postal address:**  1 More London Place, London, SE1 2AF |
| **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**:  In Call Off Schedule 16 |
| **10.13** | **Publicity and Branding (Clause 36.3.2 of the Call Off Terms)**  Clause 36.3.2 of the Call Off Terms shall apply |
| **10.14** | **Staff Transfer**  Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender). |
| **10.15** | **Processing Data**  Call Off Schedule 17 |
|  | * + 1. The contact details of the Customer Data Protection Officer is:   REDACTED TEXT   * + 1. The contact details of the Suppliers Data Protection Officer is:   REDACTED TEXT  The Processor shall comply with any further written instructions with respect to processing by the Controller.   * + 1. Any such further instructions shall be incorporated into this Schedule.  |  |  | | --- | --- | | **Contract Reference:** | **CCCC21A66** | | **Date:** | **To be completed at Contract Award** | | **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 |  | | 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.**

**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.**

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:** | |
| Name and Title | REDACTED TEXT |
| Signature | REDACTED TEXT |
| Date | REDACTED TEXT |
| **For and on behalf of the Customer:** | |
| Name and Title | REDACTED TEXT |
| Signature | REDACTED TEXT |
| Date | REDACTED TEXT |