

Management Consultancy Framework Agreement (MCF2 RM6008)

Call-Off Contract for Management Consultancy Services

between

Department of Health & Social Care

Ambulance Radio Programme

and

Ernst & Young LLP

For the provision of

Management Consultancy Services

to the Ambulance Radio Programme (202013)

for a term of 12 months from 4th December 2020

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

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 **management consultancy services** dated 04 December **2020**

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	202013 Management Consultancy Services
From	Department of Health & Social Care, Ambulance Radio Programme ("CUSTOMER")
To	EY LLP ("SUPPLIER")
Date	04 December 2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 04 December 2020
1.2.	Expiry Date: End date of Initial Period: 04 December 2021 End date of Extension Period: N/A

2. SERVICES

2.1	Services required: In Call Off Schedule 2 (Services The scope of the services are anticipated include the following:
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3. CONTRACT PERFORMANCE

3.1	Performance Monitoring: The Authority and the Supplier will have quarterly Contract management meetings.
3.2	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

4. PERSONNEL

4.1	Key Personnel:
4.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): None

5. PAYMENT

5.1	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) Role & Price per day

5.2	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)
5.3	Reimbursable Expenses: Not permitted
5.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Invoices will be sent to [REDACTED] All invoices must include the purchase order number, project reference – Ambulance Radio Programme, 202013 and a breakdown of work completed, number of hours claimed and applicable Day Rate.
5.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): 1 Call Off Contract Years from the Call Off Commencement Date
5.6	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
5.7	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

6. LIABILITY AND INSURANCE

6.1	Estimated Year 1 Call Off Contract Charges: The sum of £275,000
6.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); £1m
6.3	Insurance (Clause 38.3 of the Call Off Terms): Professional Liability £5m

7. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 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 of the Call Off Terms): In Clause 42.7 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)

8. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applicable
9.2	Commercially Sensitive Information:

9. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital C - date of issue of the Statement of Requirements: Friday 09 th October 2020
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	Recital D - date of receipt of Call Off Tender: Friday 23 rd October 2020
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
10.6	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):
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: Ambulance Radio Programme 3 rd Floor, 111 Buckingham Palace Road Victoria, London, SW10SR  Supplier's postal address and email address: EY LLP 1 More London Place London SE1 2AF 
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 Schedule 16 (Call Off Tender)
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) (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
10.16	MOD DEFCONs and DEFFORM Call Off Schedule 15

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	6th January 2021

For and on behalf of the Customer:

Name and Title	
Signature	
Date	24 th December 2020