

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 consultancy services 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		C16669
From	("CUSTOMER")	Home Office
To	("SUPPLIER")	McKinsey & Company, Inc. United Kingdom
Date	("DATE")	9.09.2019

SECTION B

1. CALL OFF CONTRACT PERIOD

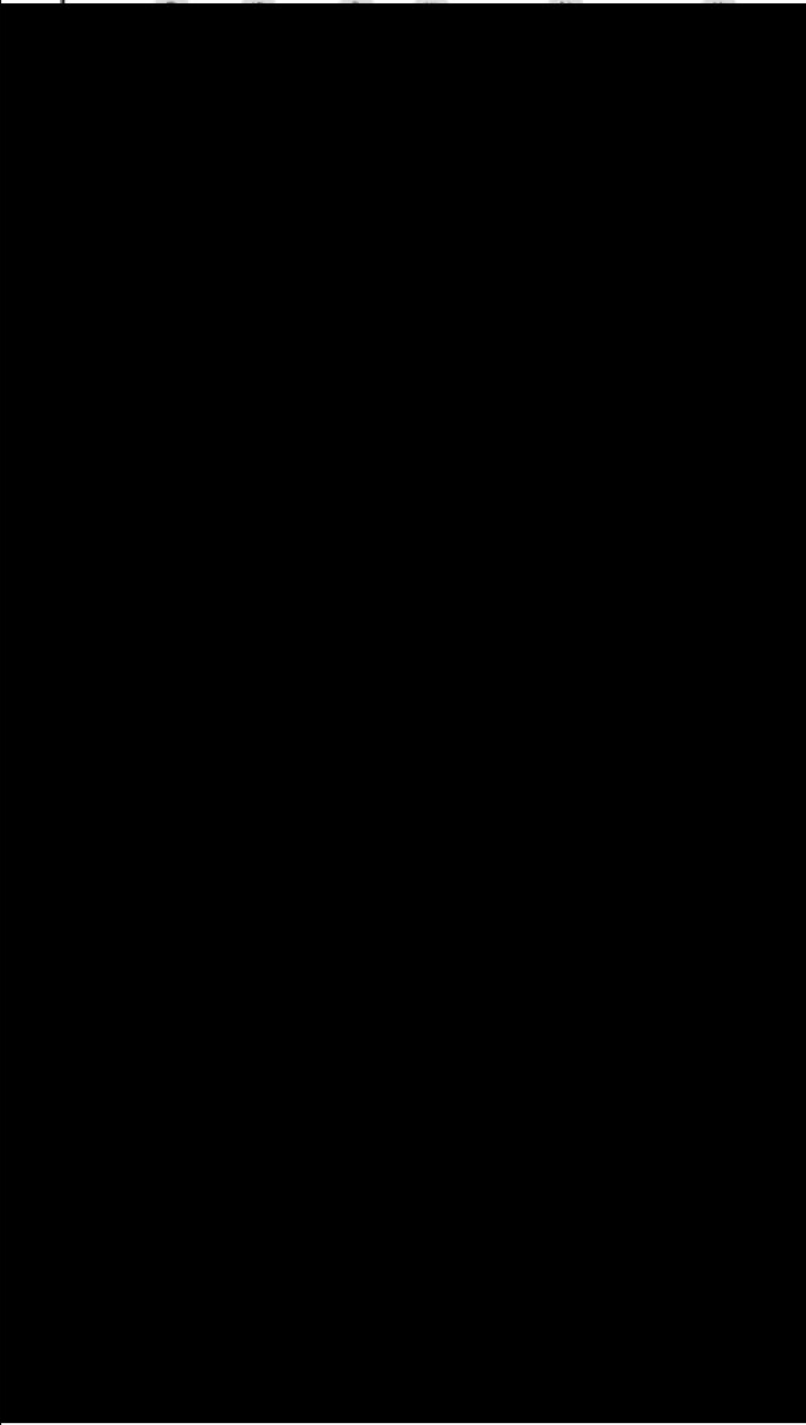
1.1.	Commencement Date:	9.09.2019
1.2.	Expiry Date:	29.11.2019
	End date of Initial Period:	31.10.2019
	End date of Extension Period:	31.12.2019
	Minimum written notice to Supplier in respect of extension:	This Call-Off Contract can be extended by the Buyer for 1 period of up to 2 months, by giving the Supplier 2 weeks written notice before its expiry.

2. SERVICES

2.1	Services required: In Call Off Schedule 2 (Services)	1. Programme objectives and financial planning strategy Provide practical recommendations to strengthen the delivery strategy for [REDACTED] and in particular to identify actions that address opportunities and risks to delivery - including with respect to organisational design of the programmes, governance, people/capabilities, dependencies and an assessment of business readiness for the baseline plans. Content: Building on other external reviews of the programme, support the programme team in ensuring the appropriate strategy is in place to deliver on the programme objectives and associated financial planning is aligned to programme objectives and any subsequent revisions during the term of the engagement. Specifically: On [REDACTED] - Aligning activities and dependencies into a weekly action plan, reporting weekly to the Programme Director and Senior Group, and culminating in [REDACTED] - Working across workstreams to assure a consistent approach to delivery and messaging on a weekly basis, ensuring adjustments to policy flow through into the technology solution, guidance and training so the [REDACTED] solution is consistent and understood [REDACTED] On FBIS: - An overhaul and step-change improvement in the quality of the delivery plans produced for the delivery of Tranche 1. The revised plans should be complete; well-presented; show clear dependencies and critical paths. - Documented and agreed resolution of designated key design issues to the point where we have delivered BDA sign-off of those issues and incorporated those solutions into delivery plans - A review of how we improve the workings of the PMO 2. FBIS Programme Plan Review Provide an assessment of delivery confidence of current FBIS plans and practical options for alternative delivery roadmaps benchmarked against international comparisons for similar programmes. This includes recommendations as to how we de-risk [REDACTED] and to test whether there are alternative delivery plans to hit these deadlines. Content: A written assessment of the deliverability of the programme including identifying practical strategies for strengthening
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	processes for termination and transition support provisions. Populated Risks, Assumptions, Issues, Dependencies log 5. Knowledge Transfer Content: Agreed weekly knowledge transfer programme to HO nominated team members and other stakeholders nominated by the HO. Knowledge transfer should include: - Sharing know how on overall approach (problem solving and options analysis) - Practical approaches to managing and delivering programmes. 6. Strategic communications and general support Working alongside communications teams to support to shape the delivery of communications on [REDACTED] such as testing materials and helping with execution and implementation. Content: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] - Timely reporting, RAID and other programme information - Management of progress, risks and issues - Engagement and alignment with related programmes [REDACTED] - Targeted programme management and implementation tracking support as required for particular workstreams eg communications and engagement Authority's full Brief: Refer to page 14 McKinsey Technical Proposal: Refer to page 17 <i>This Call-Off Contract, and the work carried out in relation to it, shall be deemed a Tier 1 contract and accordingly the parties agree that the Customer's audit and inspection rights under clauses 18.6.2, 18.6.3 and 18.6.8 of the Framework Agreement and clauses 22.2.2 (b), 22.2.2 (c) and 22.2.2(h) of Call Off Contract shall not apply.</i>
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3. 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 7 Working Days from the Call Off Commencement Date]																
 Preliminary workplan <i>Joint team activities</i> <table border="1" style="margin-left: auto; margin-right: 0;"> <thead> <tr> <th colspan="2" style="text-align: left;">Sep</th> <th colspan="2" style="text-align: left;">Oct</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">02.</td> <td style="text-align: center;">09.</td> <td style="text-align: center;">16.</td> <td style="text-align: center;">23.</td> </tr> <tr> <td style="text-align: center;">30.</td> <td style="text-align: center;">07.</td> <td style="text-align: center;">14.</td> <td style="text-align: center;">21.</td> </tr> <tr> <td style="text-align: center;">28.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <i>Preliminary - to be revised once client data/documents shared with team</i>			Sep		Oct		02.	09.	16.	23.	30.	07.	14.	21.	28.			
Sep		Oct																
02.	09.	16.	23.															
30.	07.	14.	21.															
28.																		

Milestone	Deliverables	Duration	Milestone Date	Customer Responsibilities	Milestone Payments	Delay Payments
1. Support the programme team	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	N/A
2. Strengthen overall delivery confidence	[REDACTED]	[REDACTED]			[REDACTED]	
3. Derive insights from international best-in-class	[REDACTED]	[REDACTED]			[REDACTED]	
4. Map the contractual landscape	[REDACTED]	[REDACTED]			[REDACTED]	
5. Support knowledge transfer	[REDACTED]	[REDACTED]			[REDACTED]	
6. Support communications	[REDACTED]	[REDACTED]			[REDACTED]	

4. CONTRACT PERFORMANCE

4.1.	Standards:	All project documentation shall be compliant with HMG project standards.
4.2	Service Levels/Service Credits: Not applied	Not applicable.
4.3	Critical Service Level Failure: Not applied	Not applicable.
4.4	Performance Monitoring: Not applied	The Consultancy shall be responsible to the Business Owner and work under the day-to-day direction of the nominated Contract Manager and senior officials in the Home Office. There is an expectation that the Consultancy shall work in partnership with teams across the department and with other Government departments, as required.
4.5	Period for providing Rectification Plan: [In Clause 39.2.1(a) of the Call Off Terms]	10 working days

5. PERSONNEL

5.1	Key Personnel:	██████████ ██████████ ██████████ ██████████ will provide senior leadership and content input to the project. ██████████ ██████████ will provide day to day leadership of the team. ██████████ will be the team manager. ████████████████████ ████████████████████ UK and international Expert network. We have an expert network which we will draw on extensively as part of our leadership team: ■ ██████████ ■ ██████████ ■ ██████████ ■ ██████████ ■ ██████████ ■ ██████████
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms):	N/A

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT):	Framework standard rates for Lot 3
	In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)	
	The Call-Off Contract Charges are on a fixed price basis (inclusive of all expenses). For the avoidance of doubt, the Supplier will not keep accurate records of time spent per consultant grade and will not make them available for inspection or invoicing purposes.	

				Days per fortnight (per each go/no go stage gate)	Total, £ excl VAT per fortnight
		MCF2 Lot 3 Title	Individuals		
		Partner/Director			
		Partner / Director			
		Leadership per fortnight			
		Managing Consultant			
		Principal Consultants			
		Managing Consultant			
		Full time team and experts per fortnight			
		Senior Consultants			
		Junior Consultants			
		Central team support per fortnight*			
		Total per fortnight			
		Total for 8 weeks			
		Total for uncharged research and preparation week of investment from McKinsey [REDACTED] staffing equivalent [REDACTED]			
		- The fees are inclusive of expenses and exclude VAT. - For each fortnightly, go/no go period, the fees incurred would be [REDACTED] and there are no “lock ins” or other penalties if Home Office or McKinsey chose to halt the support at the end of any fortnightly period. *The central team will provide support including: research, information, analytics, media/design, communications support, production, and administration			
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):	The payment method for this contract is BACS. The payment profile for this contract is monthly in arrears. The Supplier will issue electronic invoices monthly in arrears.			

	In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)	The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
6.3	Reimbursable Expenses: [Not permitted]	N/A
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):	Home Office Shared Service Centre HO Box 5015 Newport Gwent NP20 9BB United Kingdom Tel: XXXXXXXXXX Email: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
6.5	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	1 year
6.6	Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing))	N/A
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

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges:	XXXXXXXXXX
7.2	Supplier's limitation of Liability	Clause 37.2.1 of the Call Off Terms
7.3	Insurance	Clause 38.3 of the Call Off Terms

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms)):	As stated 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):	The period of 7 working days.
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)

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets:	Not Applied
9.2	Commercially Sensitive Information:	The Supplier proposal document, any breakdowns of the Call-Off Contract Charges, any Supplier's personal data and the Supplier Tools

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms):	Recital A
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms):	Not required
10.3	Security:	Short form selected under paragraphs 1 to 5 of Schedule 7 (Security)
10.4	ICT Policy:	Supplier to comply with Home Office ICT policy.
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):	The supplier will be the data controller in respect of any business personal data shared under the contract.
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: Supplier's postal address and email address:	Home Office, 2 Marsham Street, London, SW1P 4DF McKinsey & Company, The Post Building, 100 Museum Street, London WC1A 1PB
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)	Not required
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:	The Customer will own all reports and other deliverables prepared for and furnished to the Customer by the Supplier in connection with the Services (the "Deliverables"), save that the Supplier retains ownership of all concepts, know-how, tools, questionnaires and assessments, modules, courses, frameworks, software, algorithms, databases, content, models, and industry perspectives developed or enhanced outside of or in connection with the Services (the "Supplier Tools"), it being understood that none of the Supplier Tools will contain the Customer's Confidential Information. To the extent the Deliverables include any embedded Supplier Tools, the Supplier hereby grants the Customer a non-exclusive, non-transferable, non-sublicenseable, worldwide, royalty-free license to use and copy the Supplier Tools solely as part of the Deliverables.
10.12	Call Off Tender: In Schedule 16 (Call Off Tender)	N/A
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms)	See Clause 36.3.
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).	
10.15	Processing Data	The Parties agree and acknowledge that it is not necessary for the Supplier to receive or

	Call Off Schedule 17	gain access to any Personal Data from the Customer in relation to this Call-Off Contract. The Customer will inform the Supplier explicitly and seek its prior written consent if it wishes to supply any Personal Data to the Supplier and in which case the Parties will agree suitable Personal Data protection clauses to ensure the integrity and confidentiality of the Personal Data obtained pursuant to this Call-Off Contract.
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11. FULL SPECIFICATION OF SERVICES

1. PW OBJECTIVES

The Home Office requires Consultancy support to deliver on three objectives:

- Provide input and support on ensuring successful delivery of immediate changes to the system ahead of the [REDACTED]
- Review global best-in-class immigration systems, technology, standards and controls to benchmark and improve the design of the programme; and
- Review the programme strategy and deliverables against longer-term requirement identifying opportunities for programme improvement and delivery at enhanced pace.

2. METHODOLOGY & WAYS OF WORKING

- The Consultancy shall be responsible to the Business Owner and work under the day-to-day direction of the nominated Contract Manager and senior officials in the Home Office. There is an expectation that the Consultancy shall work in partnership with teams across the department and with other Government departments, as required.
- The successful Consultancy shall work in collaboration with the department to agreed weekly deliverables and milestones, working jointly on questions of design and problem solving and delivering agreed products and outputs in a co-operative and professional manner.
- The Consultancy shall demonstrate significant experience of working in the UK Government. Although comprehensive briefing of Ministerial objectives will be provided, an understanding of global border and immigration systems is crucial.
- The programme of work will focus on strategy and delivery. The development of policy will remain with the Home Office and Government.

3. REQUIREMENT

The Home Office wish to appoint, for an initial period [REDACTED] a Consultancy to help the programme deliver on its objectives. The appointed Consultancy will use their knowledge and experience of implementing strategies that deliver programme objectives in the context of a complex organisation, utilising best practice templates, methods and other collateral in order to drive the programme to deliver. The team will be mixed, being composed of Home Office and Consultancy and other personnel.

The deliverables required of the Consultancy are as set out in the table below. There is a general expectation that deliverables may be shared with third-parties at the Home Office's sole discretion.

The deliverables will be refined each week to agree a package of output and milestones for the following week.

Deliverable	Content (to Include)
1. Programme objectives and financial planning strategy Provide practical recommendations to strengthen the delivery strategy for [REDACTED] and in particular to identify actions that address opportunities and risks to delivery - including with respect to organisational design of the programmes, governance, people/capabilities, dependencies and an assessment of business readiness for the baseline plans.	Building on other external reviews of the programme, support the programme team in ensuring the appropriate strategy is in place to deliver on the programme objectives and associated financial planning is aligned to programme objectives and any subsequent revisions during the term of the engagement. Specifically: On EUTLR: - Aligning activities and dependencies into a weekly action plan, reporting weekly to the Programme Director and Senior Group, and culminating in LTR being ready to operate from [REDACTED] - Working across workstreams to assure a consistent approach to delivery and messaging on a weekly basis, ensuring adjustments to policy flow through into the technology solution, guidance and training so the overall LTR solution is consistent and understood [REDACTED] - An overhaul and step-change improvement in the quality of the delivery plans produced for the delivery of Tranche 1. The revised plans should be complete; well-presented; show clear dependencies and critical paths. - Documented and agreed resolution of designated key design issues to the point where we have delivered BDA sign-off of those issues and incorporated those solutions into delivery plans - A review of how we improve the workings of the PMO
2. FBIS Programme Plan Review Provide an assessment of delivery confidence of current FBIS plans and practical options for alternative delivery roadmaps benchmarked against international comparisons for similar programmes. This includes recommendations as to how we de-risk [REDACTED] plans and to test whether there are alternative delivery plans to hit these deadlines.	A written assessment of the deliverability of the programme including identifying practical strategies for strengthening the overall delivery confidence. This shall include worked-up options for: - Delivering 'quick wins' in light of the new Government's policy aspirations [REDACTED] - Purchasing existing third-party solutions and benefits/drawbacks against internal solutions - Programme Plan revisions for the [REDACTED] - Addressing delivery risks both [REDACTED] light of any agreed changes
3. Best-in-Class Global Immigration Systems Review Provide a brief assessment of best-in-class immigration systems with a focus on specific technological and other innovative elements of overseas' systems which could be integrated	[REDACTED] [REDACTED] [REDACTED] This shall include:

Deliverable	Content (to Include)
into the Home Office's design of the future system	- [REDACTED] - [REDACTED] - [REDACTED] - [REDACTED] - Recommended commercial approach to relevant technology markets, including market access and market making in innovative technologies - Practical options and advice as how the UK might adopt best practice into the programme together with credible timelines and barriers to implementation
4. Contracts, Risks, Issues & Dependencies • For FBIS a written assessment identifying which contracts need to change, how and by when as a result of FBIS and what new contracts need to be put in place across all tranches of delivery as far as possible. • A clear plan for making these changes/procurements and a resource plan to support this.	Assessment of current HO immigration contractual landscape and programme commercial strategies, including key provisions such as termination, expiry dates, processes for termination and transition support provisions. Populated Risks, Assumptions, Issues, Dependencies log
5. Knowledge Transfer	Agreed weekly knowledge transfer programme to HO nominated team members and other stakeholders nominated by the HO. Knowledge transfer should include: - Sharing know how on overall approach (problem solving and options analysis) - Practical approaches to managing and delivering programmes.
6. Strategic communications and general support Working alongside communications teams to support to shape the delivery of communications [REDACTED] such as testing materials and helping with execution and implementation.	[REDACTED] [REDACTED] [REDACTED] [REDACTED] - Timely reporting, RAID and other programme information - Management of progress, risks and issues - Engagement and alignment with related programmes including DSAB, ITP etc. - Targeted programme management and implementation tracking support as required for particular workstreams eg communications and engagement

HO support is made available on a reasonable endeavours basis and is subject to resource and other constraints.

12. SUPPLIER'S TECHNICAL PROPOSAL

Home Office – Supporting the delivery of best-in-class immigration system

REDACTED – COMMERCIAL IN CONFIDENCE

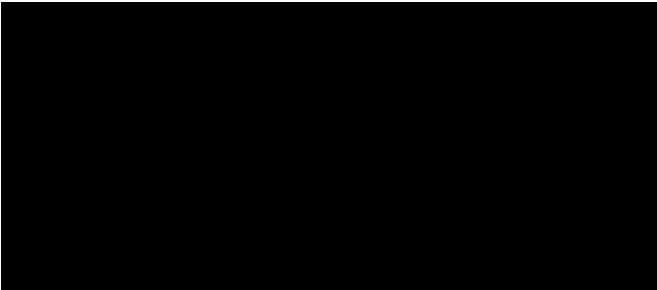
FORMATION OF CALL OFF CONTRACT

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.

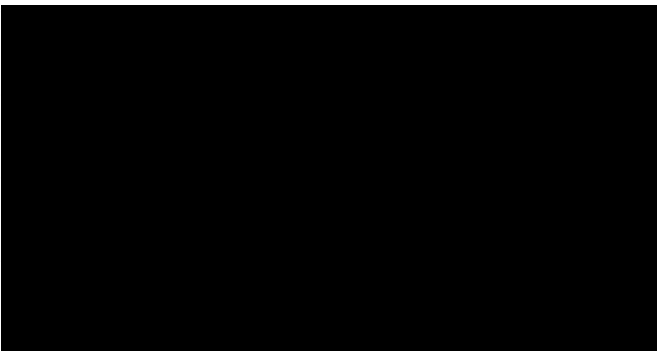
The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

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		