

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

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 Assurance Consultancy Support 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	C17556
From	The Secretary of State for the Home Department ("CUSTOMER")
To	McKinsey & Company, Inc. United Kingdom ("SUPPLIER")
Date	22.06.2020 ("DATE")

SECTION B


1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date:	31.03.2020
1.2.	Expiry Date:	
	End date of Initial Period:	30.09.2020
	End date of Extension Period:	31.12.2020
	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 3 months, by giving the Supplier 2 weeks written notice before its expiry.

2. SERVICES

2.1	Services required: In Call Off Schedule 2 (Services)	Statement of Requirements:  FBIS Assurance Consultancy - Stateme 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.
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3. PROJECT PLAN

3.1.	Project Plan:	 McKinsey_Q4_Metho dology - revised.docx The Supplier shall provide the Customer with a draft Project Plan for Approval within 7 Working Days from the Call Off Commencement Date
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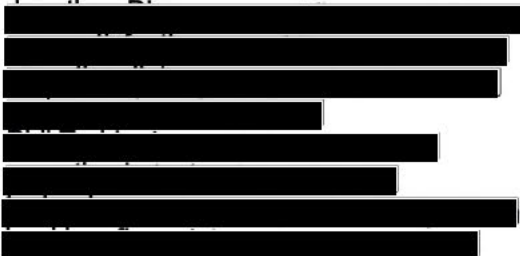

Deliverable	Description	Timeframe or Delivery Date
1	Agree a forward look of prioritised activities for analysis, assurance and problem solving across the programme with clear timescales for delivering these.	Within week 1 of Contract Award and reviewed weekly thereafter
2	Provide a weekly report to the SRO setting out analysis and findings from analysis, assurance and problem solving activity undertaken during the previous week containing recommendations and next steps for implementation.	Weekly throughout the duration of the Contract

3	Provide the SRO with a summary report on the analysis, assurance, problem solving and implementation activity carried out over the previous 4 weeks suitable for onward submission to Ministers.	Every 4 weeks throughout the duration of the contract.
4	Weekly knowledge transfer programme to HO nominated team members and other stakeholders nominated by the HO.	Weekly

4. CONTRACT PERFORMANCE

4.1.	Standards:	All project documentation shall be compliant with HMG project standards.
4.2	Service Levels/Service Credits: Not applied	<i>Not applicable.</i>
4.3	Critical Service Level Failure: Not applied	<i>Not applicable.</i>
4.4	Performance Monitoring: Not applied	<i>Not applicable.</i>
4.5	Period for providing Rectification Plan:	10 working days

5. PERSONNEL

5.1	Key Personnel:	Overall team leadership  Delivery team 
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		Senior Consultant and Consultants - McKinsey central support team based in our offices			
			Total per week		
			Total Contract Value		£1,487,160
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)	<p>The payment method for this contract is BACS.</p> <p>The payment profile for this contract is monthly in arrears. The Supplier will issue electronic invoices monthly in arrears.</p> <p>The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.</p>			
6.3	Reimbursable Expenses:	Not Permitted. The Call-Off Contract Charges are inclusive of all expenses.			
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):	<p>Home Office Shared Service Centre HO Box 5015</p> <p>Newport Gwent</p> <p>NP20 9BB</p> <p>United Kingdom</p> <p>[REDACTED]</p> <p>[REDACTED]</p>			
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			
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)) will be carried out on:	N/A			
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off	Not Permitted			

	Contract Charges, Payment and Invoicing)):	
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7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges:	
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
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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 Call Off Schedule 17	The Parties agree and acknowledge that it is not necessary for the Supplier to receive or 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.

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		