

## **Crown Commercial Service**

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**Call-Off Order Form for RM6187 Management  
Consultancy Framework Three (MCF3) – EY  
Management Consultancy Services for Supply Chain  
Resilience AW21**

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# Framework Schedule 6 (Order Form and Call-Off Schedules)

## Order Form

Call-off reference:	Con_19786
The Buyer:	Secretary of State for Justice
Buyer address:	102 Petty France, London SW1P 9AJ
The Supplier:	Ernst & Young (EY) LLP
Supplier address:	1 More Place, London SE1 2AF
Registration number:	OC300001
DUNS number:	221768935
Sid4gov id:	210603

### Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 11<sup>th</sup> January 2022.

It is issued under the Framework Contract with the reference number RM6187 for the provision of management consultancy services.

**Call-Off Lot:** Lot 6 – Procurement and Supply Chain

### Call-Off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and cannot be used. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6187
3. The following Schedules in equal order of precedence:

### Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions)

- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

### Call-Off Schedules

- Call-Off Schedule 3 (Continuous Improvement)
  - Call-Off Schedule 4 (Call-Off Tender)
  - Call-Off Schedule 5 (Pricing Details)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 9 (Security – Part A: Short Form Security Requirements)
  - Call-Off Schedule 15 (Call-Off Contract Management)
  - Call-Off Schedule 18 (Background Checks)
4. CCS Core Terms (version 3.0.10)
  5. Joint Schedule 5 (Corporate Social Responsibility)

Supplier terms are not part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

### Call-Off Special Terms

The following Special Terms are incorporated into this Call-Off Contract:

Special term 1 – intentionally blank.

Special term 2 – Clause 6.4(a) of the Core Terms shall be deleted in its entirety and replaced with the following:

“6.4 During an Audit, the Supplier must: (a) allow the Relevant Authority or any Auditor access to: contract accounts and records of everything to do with the Contract and provide copies for an Audit.”

Special term 3 – the following definition shall be inserted into Joint Schedule 1 (Definitions):

“**wilful misconduct**” acting or omitting to act in breach of a duty owed to the Buyer in circumstances where the person so acting or omitting to act on behalf of the Supplier or a Subcontractor is aware both that so acting or

omitting to act would be a breach of duty, and that there is a significant risk that so acting or omitting to act may cause substantial harm to the Buyer's interests, but nevertheless proceeds without reasonable justification to commit such a breach of duty in deliberate disregard for the Buyer's interests."

Special term 4 – the following new clause shall be inserted at section 10.5 of the Core Terms:

"10.5.1 The Supplier can terminate a Call-Off Contract on immediate written notice if continuing to provide Services under same would place it in breach of its professional or regulatory obligations or audit independence rules or regulations."

Special term 5 – Clause 11.9 of the Core Terms shall be deleted in its entirety and replaced with the following:

"If the Supplier is liable to the Buyer (or any others to whom the Services are provided) under this Contract or otherwise in connection with the Services, for loss or damage to which any other person has also contributed, the Supplier's liability to the Buyer shall be several, and not joint, with such others and shall be limited to its fair share of that total loss or damage, based on its contribution to the loss and damage relative to the other others' contributions. No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of each Supplier(s) proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment."

Special term 6 – Clause 15.2 (f) of the Core Terms shall be amended to read as follows:

"On a confidential basis, to its statutory auditors."

Special term 7 – Clause 23.2 of the Core Terms shall be amended to read as follows:

"The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority. If the Relevant Authority intends to assign, novate or transfer its Contract or any part of it to any other body, it will provide the Supplier with reasonable notice, such notice to include the name of the proposed body to which it intends to assign, novate or transfer to, its obligations under its Contract."

Special Term 8 –

Subject to applicable law, the Supplier may provide information provided by or on behalf of the Buyer ("Client Information") to other members of the global network of Ernst & Young firms ("EY Firms"), each of which is a separate legal

entity, the Supplier's or other EY Firms' subcontractors, members, shareholders, directors, officers, partners, principals or employees ("EY Persons") and external service providers of the Supplier, other EY Firms, or EY Persons ("Service Providers") who may collect, use, transfer, store or otherwise process it (collectively "Process") in various jurisdictions in which they operate for purposes related to:

- (1) the provision of the Services;
  - (2) complying with regulatory, and legal obligations to which the Supplier is subject;
  - (3) conflict checking;
  - (4) risk management and quality reviews; and
  - (5) internal financial accounting, information technology and other administrative support services (collectively "Processing Purposes").
- The Supplier shall be responsible for maintaining the confidentiality of Client Information regardless of by whom such Information is Processed on its behalf.

For the Processing Purposes referred to above, the Supplier and other EY Firms, EY Persons and Service Providers may Process Client Information relating to identified or identifiable natural persons ("Personal Data") in various jurisdictions in which they operate (EY office locations are listed at [www.ey.com](http://www.ey.com)). The transfer of Personal Data within the EY network is subject to EY Binding Corporate Rules policies (listed at [www.ey.com/bcr](http://www.ey.com/bcr)). The Supplier will Process Personal Data in accordance with data protection requirements under applicable law and professional regulations including (without limitation) Data Protection Act 2018 and with its coming into force, the EU General Data Protection Regulation 2016/679 and any legislative instrument, law or regulation that may supersede or amend it. The Supplier will require any Service Provider that Processes Personal Data on its behalf to adhere to such requirements. For Services where the Supplier acts as processor processing Personal Data on the Buyer's behalf, appropriate data processing terms will be included in this Call Off Contract in Joint Schedule 11. For the avoidance of doubt, the Supplier is acting as a Controller of Personal Data that it Processes for the Processing Purposes as defined in paragraph 4 subsections (2), (3), (4) and (5) above.

The Buyer warrants that it has the authority to provide Personal Data to the Supplier in connection with the performance of the Services and that any Personal Data provided to the Supplier has been Processed in accordance with applicable law.

Special term 9 – Clause 5.3 of Call-Off Schedule 15 shall be deleted in its entirety.

**Call-Off Start Date:** 10/01/2022

**Call-Off Expiry Date:** 04/02/2022

**Call-Off Initial Period:** 4 weeks, with an option to extend to enact a further phase/s should it be deemed necessary, and subject to internal Buyer approval.

### **Call-Off Deliverables:**

The Deliverables in this, Phase 1, are to:

- Provide the Customer with a draft Project Plan for Approval within 5 Working Days from the Call Off Start Date
- Refresh the Contract Risk Assessment with updated criteria (current and emerging issues and risks, such as currently resourcing, recruitment and retention and impacts of energy, new variant etc) for the Critical and Watchlist contracts, Gold contracts, new contracts and ALB contracts, to show the new position and identify the relevant suppliers
- Identify the 2021/22 population of Critical and Watchlist suppliers based on Contract Risk Assessment results and, if necessary, review of contracts
- As far as possible under the time/cost, review existing contingency plans for Critical and Watchlist contracts for adequacy
- If contingency plans reviewed appear adequate, no further action. Adequate means the plan is live (documented and being used) all relevant scenarios and their impacts are considered, with relevant mitigations from Supplier, Operations or Commercial as appropriate in place or being put in place. no further action
- If contingency plans reviewed do not appear adequate, consider progression to further phase/s
- Internal stakeholder engagement and communications: as part of the contract review exercise, the commercial contract managers community has been mobilised and engaged. It is important to continue to keep them engaged and informed to ensure that all contract managers can prepare their contracts for any new and emerging issues and risks.

Other phases have been discussed but this Direct Award is for Phase 1 only. Phase 1 is expected to take 4 weeks.

### **Maximum Liability**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first contract year are:  
A maximum cap of £94,300 ex VAT, being the Call-Off Charges for Phase 1 only.

### **Call-Off Charges**

Maximum of £94,300 ex VAT for Phase 1 deliverables only.

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices).

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

### **Reimbursable expenses**

Not permitted

### **Payment method**

Invoices to be raised against Purchase Order.

### **Buyer's invoice address**

Newport SSCL – Ministry of Justice

PO Box 743

Newport

NP10 8FZ

### **Buyer's authorised representative**

**[REDACTED]**

### **Buyer's environmental and social value policy**

[Ministry of Justice and the environment - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

**Buyer's security policy**

[REDACTED]

**Supplier's authorised representative**

[REDACTED]

1 More London Place, London, England, SE1 2AF

**Supplier's contract manager**

[REDACTED]

**Progress report frequency**

A weekly update report will be required. A template showing the preferred format will be provided to the Supplier within 5 Working Days of the Call-Off Start Date.

**Progress meeting frequency**

Weekly to coincide with delivery of the update report.

**Key staff**

[REDACTED]

[REDACTED]

[REDACTED]

**Key subcontractor(s)**

Not applicable

**Commercially sensitive information**

Not applicable

**Service Credits**

Not applicable

**Additional insurances**

Not applicable

**Guarantee**

Not applicable

**Social value commitment**

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender).

**Formation of Call Off Contract**

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the 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:**

<b>Signature:</b>	[REDACTED]
<b>Name:</b>	[REDACTED]
<b>Role:</b>	[REDACTED]
<b>Date:</b>	[REDACTED]

**For and on behalf of the Buyer:**

<b>Signature:</b>	[REDACTED]
<b>Name:</b>	[REDACTED]
<b>Role:</b>	[REDACTED]
<b>Date:</b>	[REDACTED]