

**Crown Commercial Service**

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

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**Call Off Order Form**

**Contract Reference: CCCC21B07 Provision of CCDO / GDS Consultancy Support**

**Lot 2**

**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 CCDO / GDS 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	<b>CCCC21B07</b>
From	<b>Central Digital and Data Office (CDDO) and Government Digital Services (GDS) an Executive Agency of The Cabinet Office ("CUSTOMER")</b>
To	<b>McKinsey &amp; Company Inc United Kingdom ("SUPPLIER")</b>
Date	<b>Friday 9<sup>th</sup> July 2021 ("DATE")</b>

### SECTION B

#### 1. CALL OFF CONTRACT PERIOD

<b>1.1.</b>	<b>Commencement Date: Monday 12<sup>th</sup> July 2021</b>
<b>1.2.</b>	<b>Expiry Date:</b>  End date of Initial Period: <b>Friday 17<sup>th</sup> August 2021</b>  End date of Extension Period: <b>Friday 17<sup>th</sup> September 2021</b>  Minimum written notice to Supplier in respect of extension: <b>1 week</b>

#### 2. SERVICES

<b>2.1.</b>	<b>Services required:</b>  Full details in Attachment 3 – Statement of Requirements
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#### 3. PROJECT PLAN

<b>3.1.</b>	<b>Project Plan:</b>
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	This engagement is expected to be for a period of 8-10 weeks. Specific milestones will be agreed as part of the mobilisation process and will be dependent on the timing of SR21.
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#### 4. CONTRACT PERFORMANCE

<b>4.1. Standards:</b>	The Authority will measure the quality of the Supplier's delivery by:			
	<b>KPI/SLA</b>	<b>SERVICE AREA</b>	<b>KPI/SLA DESCRIPTION</b>	<b>TARGET</b>
	1	Reporting	Weekly update reports	98%
	2	Delivery	Meet milestones and provide timely deliverables as set out in Section 7 above.	100%
<b>4.2 Service Levels/Service Credits:</b>	Not applied			
<b>4.3 Critical Service Level Failure:</b>	Not applied			
<b>4.4 Performance Monitoring:</b>	Not applied			
<b>4.5 Period for providing Rectification Plan:</b>	In Clause 39.2.1(a) of the Call Off Terms			

#### 5. PERSONNEL

<b>5.1 Key Personnel:</b>	<b>Customer:</b> Redacted <b>Supplier:</b> Redacted			
<b>5.2 Relevant Convictions (Clause 28.2 of the Call Off Terms):</b>	Applied			

#### 6. PAYMENT

<b>6.1 Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</b>	In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
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	<p>The Call Off Contract Charges for the 8 week initial period are on a fixed price basis (inclusive of all expenses) at £449,200 (excluding VAT). If CDDO seeks to extend for the 2 week extension period then there would be an additional cost to be calculated using the pricing sheet requested by CDDO and completed by the Supplier during the procurement process.</p> <p><b>Redacted</b></p>
<b>6.2</b>	<p><b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p>
<b>6.3</b>	<p><b>Reimbursable Expenses:</b></p> <p>Permitted</p> <p>Expenses to be included in the rates and paid in line the Supplier's Travel and Subsistence policy and must be agreed in advance</p>
<b>6.4</b>	<p><b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Invoices should be submitted to: <b>Redacted</b></p>
<b>6.5</b>	<p><b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>For the full term of the contract</p>
<b>6.6</b>	<p><b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:</p> <p><b>Not Applicable</b></p>
<b>6.7</b>	<p><b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p><b>Not Permitted</b></p>

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<p><b>Estimated Year 1 Call Off Contract Charges:</b></p> <p>The sum of no more that £1,000,000.00 (excluding VAT)</p>
<b>7.2</b>	<p><b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms);</p> <p>In Clause 37.2.1 of the Call Off Terms</p>
<b>7.3</b>	<p><b>Insurance</b> (Clause 38.3 of the Call Off Terms):</p> <p>In Clause 38.3 of the Call Off Terms</p>

## 8. TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2 of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms
<b>8.2</b>	<b>Termination without cause notice period</b> (Clause 42.7 of the Call Off Terms): In Clause 42.7 of the Call Off Terms
<b>8.3</b>	<b>Undisputed Sums Limit:</b> In Clause 43.1.1 of the Call Off Terms
<b>8.4</b>	<b>Exit Management:</b> Not applied

## 9. SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> Not applied
<b>9.2</b>	<b>Commercially Sensitive Information:</b> The Supplier's Call-Off Tender, Supplier pricing breakdowns, Supplier Background IPR and Supplier personal data (in line with GDPR legislation)

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 21/06/2021 Recital D - date of receipt of Call Off Tender: 09/07/2021
<b>10.2</b>	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required
<b>10.3</b>	<b>Security:</b> Short form security requirements
<b>10.4</b>	<b>ICT Policy:</b> To be provided by the Customer before the Commencement Date
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> Not applied
<b>10.7</b>	<b>NOT USED</b>
<b>10.8</b>	<b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms): Clause 35.2.3 of the Call Off Terms
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms):

	<p><b>Customer's postal address and email address:</b> <b>Redacted</b></p> <p><b>Supplier's postal address and email address:</b> <b>Redacted</b></p>								
<b>10.10</b>	<p><b>Transparency Reports</b></p> <p>In Call Off Schedule 13 (Transparency Reports)</p>								
<b>10.11</b>	<p><b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b></p> <p>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 <b>Redacted</b>, 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.</p>								
<b>10.12</b>	<p><b>Call Off Tender:</b></p> <p>In Annex B – Technical Bid and Annex C - Presentation</p>								
<b>10.13</b>	<p><b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b></p> <p>In Clause 36.3.2 of the Call Off Terms</p>								
<b>10.14</b>	<p><b>Staff Transfer</b></p> <p>Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).</p>								
<b>10.15</b>	<p><b>Processing Data</b></p> <p>Call Off Schedule 17</p> <p>Customer Data Protection Officer Details: <b>Redacted</b></p> <p>Supplier Data Protection Officer Details: <b>Redacted</b></p> <ol style="list-style-type: none"> <li>The Processor shall comply with any further written instructions with respect to processing by the Controller.</li> <li>Any such further instructions shall be incorporated into this Schedule.</li> </ol> <table border="1"> <tr> <td><b>Contract Reference:</b></td><td><b>CCCC21B07</b></td></tr> <tr> <td><b>Date:</b></td><td><b>09/07/2021</b></td></tr> <tr> <td><b>Description Of Authorised Processing</b></td><td><b>Details</b></td></tr> <tr> <td>Identity of the Controller and Processor</td><td>The Parties acknowledge that for the purposes of the Data Protection Legislation that the Customer is the</td></tr> </table>	<b>Contract Reference:</b>	<b>CCCC21B07</b>	<b>Date:</b>	<b>09/07/2021</b>	<b>Description Of Authorised Processing</b>	<b>Details</b>	Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation that the Customer is the
<b>Contract Reference:</b>	<b>CCCC21B07</b>								
<b>Date:</b>	<b>09/07/2021</b>								
<b>Description Of Authorised Processing</b>	<b>Details</b>								
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation that the Customer is the								

		Data Controller and that the Supplier is the Data Processor 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 Contract plus 7 years.		
	Nature and purposes of the processing	For the exchange of information between the parties to this contract		
	Type of Personal Data	Full name  Workplace address  Workplace Phone Number  Workplace email address  Names  Job Title  Compensation  Tenure InformationQualifications 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	Contractors  Service Providers  Suppliers		
<b>10.16</b>	<b>MOD DEFCONs and DEFFORM</b>			
	Not applicable			



## 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	Redacted
Signature	Redacted
Date	Redacted

### For and on behalf of the Customer:

Name and Title	Redacted
Signature	Redacted
Date	Redacted