



**Crown Commercial Service**

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

**Provision of Independent Business Reviews and Related Diligence Services In  
Relation To Support Due To Covid19**

**To**

**HM Treasury**

**From**

**Grant Thornton UK LLP**

**Contract Reference: CCCC20A42**

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**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 September 2018.

This Call Off Order Form relates to the Provision of Independent Business Reviews and Related Diligence Services In Relation To Support Due To Covid19.

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 Call Off Order Form and the Call Off Terms.

Order Number	To be advised by Authority at contract award
From	<b>HM Treasury</b> <b>("CUSTOMER")</b>
To	<b>Grant Thornton UK LLP</b> <b>("SUPPLIER")</b>
Date	<b>27<sup>th</sup> April 2020</b> <b>("DATE")</b>

**SECTION B****1. CALL OFF CONTRACT PERIOD**

<b>1.1.</b>	<b>Commencement Date:</b> 27 <sup>th</sup> April 2020
<b>1.2.</b>	<b>Expiry Date:</b> End date of Period: 26 <sup>th</sup> October 2020 End date of Extension Period: N/A Minimum written notice to Supplier in respect of extension: N/A

**2. SERVICES**

<b>2.1</b>	<b>Services required:</b>  REDACTED
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### 3. PROJECT PLAN

<b>3.1.</b>	<b>Project Plan:</b> In Call Off Schedule 4 (Project Plan)  REDACTED
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### 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<b>Standards:</b> In Clause 11 (Standards and Quality) Applied
<b>4.2</b>	<b>Service Levels/Service Credits:</b> Not Applied
<b>4.3</b>	<b>Critical Service Level Failure:</b> Not applied
<b>4.4</b>	<b>Performance Monitoring:</b> Not Applied
<b>4.5</b>	<b>Period for providing Rectification Plan:</b> In Clause 39.2.1(a) of the Call Off Terms

### 5. PERSONNEL

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

### 6. PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT): REDACTED
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	<p><b>For the avoidance of doubt, the total contract value will not exceed £2,500,000.00 exc. VAT</b></p> <p>These rates are to remain firm for the duration of the contract</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>The Contracting Authority will provide the Supplier with a purchase order before work can commence. The Authority reserves the right to give permission to allow the Supplier to start work before a purchase order has been provided. This will be at the Suppliers risk.</p>
<b>6.3</b>	<p><b>Reimbursable Expenses:</b></p> <p>Permitted</p> <p>1 Horse Guards Rd, Westminster, London SW1A 2HQ will be the base location. Daily rates will be inclusive of T&amp;S to this base location.</p> <p>Travel to any other venues will need to be pre-approved by the Contracting Authority prior to any travel arrangements being booked.</p> <p>For any pre-approved travel, the Contracting Authority will pay reasonable out of pocket travel and subsistence expenses (using the most economical mode of transport), properly and necessarily incurred in the performance of the services. The expenses will be calculated at the rates, and in accordance with the HM Treasury Travel &amp; Subsistence policy.</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>Email for invoices is REDACTED</p> <p>NB: Provider to contact the contract manager for approval in the first instance.</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>The duration of the Call Off Contract from the Call Off Commencement Date of 27<sup>th</sup> April 2020 to 26<sup>th</sup> October 2020.</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>Not Applicable</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>Not Permitted</p>

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<p><b>Estimated Year 1 Call Off Contract Charges:</b></p> <p>Up to the sum of £2,500,000.00 (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>

	Applied
<b>7.3</b>	<b>Insurance</b> (Clause 38.3 of the Call Off Terms): Applied

## 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> None

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recital A Recital C - date of issue of the Statement of Requirements: 30 <sup>th</sup> March 2020 Recital D - date of receipt of Call Off Tender: 31 <sup>st</sup> March 2020
<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> Not applied
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> In Call Off Schedule 8 (Business Continuity and Disaster Recovery) Disaster Period: For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be for the duration of the contract.
<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): Applied
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms): <u>Customer’s postal address and email address:</u> HM Treasury, 100 Parliament Street, SW1A 2BQ REDACTED <u>Supplier’s postal address and email address:</u> 30 Finsbury Square, London, EC2A 1AG REDACTED
<b>10.10</b>	<b>Transparency Reports</b> Not Applicable
<b>10.11</b>	<b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b> No Applicable
<b>10.12</b>	<b>Call Off Tender:</b> REDACTED
<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> Not Applicable
<b>10.14</b>	<b>Staff Transfer</b> Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
<b>10.15</b>	<b>Processing Data</b> Call Off Schedule 17
<b>Contract Reference:</b>	<b>CCCC20A42</b>
<b>Date:</b>	<b>27<sup>th</sup> April 2020</b>

Description Of Authorised Processing	Details	
Identity of the Controller and Processor REDACTED REDACTED	The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data 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		
Type of Personal Data	Full name  Workplace address  Workplace Phone Number  Workplace email address  Names  Job Title  Compensation  Tenure InformationQualifications or Certific  Nationality  Education & training history  Previous work history  Personal Interests  References and referee details  Driving license details  National insurance number	

	<p>Bank statements</p> <p>Utility bills</p> <p>Job title or role</p> <p>Job application details</p> <p>Start date</p> <p>End date &amp; reason for termination</p> <p>Contract type</p> <p>Compensation data</p> <p>Photographic Facial Image</p> <p>Biometric data</p> <p>Birth certificates</p> <p>IP Address</p> <p>Details of physical and psychological health condition</p> <p>Next of kin &amp; emergency contact details</p> <p>Record of absence, time tracking &amp; annual</p>	
<p>Categories of Data Subject</p>		
<p><b>10.16</b></p>	<p><b>MOD DEFCONs and DEFFORM</b></p> <p>Not Applicable</p>	

**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	29 April 2020

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

Name and Title	REDACTED
Signature	REDACTED
Date	29 May 2020