



**Crown
Commercial
Service**

**Call Off Order Form for
Management Consultancy Framework Agreement
RM6008
Provision of Consultancy for COP26 Support
Contract Reference: CCCC20A08
To
Cabinet Office
From
The Boston Consulting Group UK LLP**

FRAMEWORK SCHEDULE 4

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 Consultancy for COP26 Support.

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	REDACTED
From	Cabinet Office ("CUSTOMER")
To	The Boston Consulting Group UK LLP ("SUPPLIER")
Date	16 th April 2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 16 th April 2020
1.2.	Expiry Date: End date of Initial Period: 15 th January 2021

2. SERVICES

2.1	Services required: REDACTED
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3. PROJECT PLAN

3.1.	Project Plan: REDACTED
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4. CONTRACT PERFORMANCE

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

5. PERSONNEL

5.1	Key Personnel: <u>Customer</u> REDACTED <u>Supplier</u> REDACTED
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): In Clause 28.2 of the Call Off Terms

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): REDACTED For the avoidance of doubt, the total contract value will not exceed £983,668.00 exc. VAT These rates are to remain firm for the duration of the contract
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): REDACTED
6.3	Reimbursable Expenses:

	<p>Permitted</p> <p>The location of the Services will be carried out at the base location which will be COP26 Unit Offices, at REDACTED. Daily rates offered will need to be inclusive of T&S to this base location.</p> <p>Travel to any other venues will need to be 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 provided accordance with the Unit's Travel policy.</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Invoices should be submitted to: REDACTED to the Contract Manager.</p>
6.5	<p>Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>The full term of the contract 16th April 2020 to 15 January 2021.</p>
6.6	<p>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:</p> <p>Not applied</p>
6.7	<p>Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Not Permitted</p>

7. LIABILITY AND INSURANCE

7.1	<p>Estimated Year 1 Call Off Contract Charges:</p> <p>£983,668.00 (excluding VAT)</p>
7.2	<p>Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms);</p> <p>In Clause 37.2.1 of the Call Off Terms</p>
7.3	<p>Insurance (Clause 38.3 of the Call Off Terms):</p> <p>In Clause 38.3 of the Call Off Terms</p>

8. TERMINATION AND EXIT

8.1	<p>Termination on material Default (Clause 42.2 of the Call Off Terms)):</p> <p>In Clause 42.2.1(c) of the Call Off Terms</p>
8.2	<p>Termination without cause notice period (Clause 42.7 of the Call Off Terms):</p> <p>In Clause 42.7 of the Call Off Terms</p>
8.3	<p>Undisputed Sums Limit:</p>

	In Clause 43.1.1 of the Call Off Terms
8.4	Exit Management: Schedule 46.5 (Exit management) and Call Off Schedule 9 (Exit management) will apply to this Contract.

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Applied
9.2	Commercially Sensitive Information: Not Applied

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A Recital C - date of issue of the Statement of Requirements: 9 th April 2020 Recital D - date of receipt of Call Off Tender: 14 th April 2020
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements shall apply
10.4	ICT Policy: Not applied
10.6	Business Continuity & Disaster Recovery: Not applied Disaster Period: For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be N/A
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): In Clause 35.2.3 of the Call Off Terms
10.9	Notices (Clause 56.6 of the Call Off Terms): <u>Customer's postal address and email address:</u> REDACTED <u>Supplier's postal address and email address:</u> REDACTED

10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports) Not Applied																
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: Not Applied																
10.12	Call Off Tender: See Annex B - BCG Response to Consultancy Support for COP26																
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) In Clause 36.3.2 of the Call Off Terms																
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).																
10.15	<table border="1"> <tr> <td>Contract Reference:</td><td>CCCC20A08</td></tr> <tr> <td>Date:</td><td>16th April 2020</td></tr> <tr> <td>Description Of Authorised Processing</td><td>Details</td></tr> <tr> <td>Identity of the Controller and Processor <u>Customer</u> REDACTED <u>Supplier</u> REDACTED</td><td>The Parties acknowledge that for the purposes of the Data Protection Legislation the Customer is the Controller and the Supplier is the Processor.</td></tr> <tr> <td>Use of Personal Data</td><td>Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities. The Supplier will, at all times, comply with the Data Protection Legislation when carrying out these activities.</td></tr> <tr> <td>Duration of the processing</td><td>For the duration of the Framework Contract plus 7 years.</td></tr> <tr> <td>Nature and purposes of the processing</td><td>Collection for research purposes.</td></tr> <tr> <td>Type of Personal Data</td><td>Workplace address</td></tr> </table>	Contract Reference:	CCCC20A08	Date:	16 th April 2020	Description Of Authorised Processing	Details	Identity of the Controller and Processor <u>Customer</u> REDACTED <u>Supplier</u> REDACTED	The Parties acknowledge that for the purposes of the Data Protection Legislation the Customer is the Controller and the Supplier is the Processor.	Use of Personal Data	Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities. The Supplier will, at all times, comply with the Data Protection Legislation when carrying out these activities.	Duration of the processing	For the duration of the Framework Contract plus 7 years.	Nature and purposes of the processing	Collection for research purposes.	Type of Personal Data	Workplace address
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Type of Personal Data	Workplace address																

		Workplace Phone Number Workplace email address Names Job Title Home address (potentially if no workplace address or same as workplace address)
	Categories of Data Subject	To be confirmed on contract award
10.16	MOD DEFCONs and DEFFORM Not Applied	

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 , Managing Director and Partner
Signature	REDACTED
Date	16 April 2020

For and on behalf of the Customer:

Name and Title	REDACTED, Director of Finance and Procurement
Signature	REDACTED
Date	16 April 2020