

**Crown Commercial Service**

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**Finance Scheme - Cladding Loan**

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

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## PART 1 – FINANCE SCHEME - CLADDING LOAN 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 Finance Scheme - Cladding Loan 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	[ ]
From	<b>The Ministry of Housing, Communities and Local Government ("CUSTOMER")</b>
To	<b>Oliver Wyman ("SUPPLIER")</b>
Date	<b>4<sup>th</sup> June 2021 ("DATE")</b>

### SECTION B

#### 1. CALL OFF CONTRACT PERIOD

1.1.	<b>Commencement Date: 2<sup>nd</sup> June 2021</b>
1.2.	<b>Expiry Date:</b>  End date of Initial Period: <b>17<sup>th</sup> June 2021</b>  End date of Extension Period: <b>TBA if required on a weekly basis</b>  Minimum written notice to Supplier in respect of extension: <b>48 hours</b>



		<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<b>5.2</b>	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms):	None

## 5. PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):  In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)	See Annex 1
<b>6.2</b>	<b>Payment terms/profile</b> (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)	Lump sum on completion of outputs
<b>6.3</b>	<b>Reimbursable Expenses:</b>  Permitted	
<b>6.4</b>	<b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  MHCLG FSSD CP2P Team  4th Floor  High Trees  Hillfield Road  Hemel Hempstead  HP24XN	
<b>6.5</b>	<b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off	1 year Call Off Contract Years from the Call Off Commencement Date

	Contract Charges, Payment and Invoicing)):	
6.6	<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:	N/A of each Call Off Contract Year during the Call off Contract Period
6.7	<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)):	Not Permitted

## 6. LIABILITY AND INSURANCE

7.1	<b>Estimated Year 1 Call Off Contract Charges:</b>	The sum of £ 168,500.00 (plus VAT)
7.2	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms);	125% of contract charges
7.3	<b>Insurance</b> (Clause 38.3 of the Call Off Terms):	Professional Indemnity Insurance £5m (Period following completion of the Services or earlier termination – 6 years)  12 months Employer's Liability Insurance (As required under Framework Schedule 14 Annex 1 Part C)  12 months Public Liability Insurance (As required under Framework Schedule 14 Annex 1 Part A)

## 7. TERMINATION AND EXIT

8.1	<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
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<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

## 8. SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b>	N/A
<b>9.2</b>	<b>Commercially Sensitive Information:</b>	Supplier rates

## 9. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms):	Recital A
<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>	Not applied
<b>10.7</b>	<b>NOT USED</b>	

10.8	<b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms):  <b>N/A</b>	N/A
10.9	<b>Notices</b> (Clause 56.6 of the Call Off Terms):  Customer's postal address and email address:  <b>Roxanne Ohene</b>  <b>2 Marsham Street, Westminster, London SW1P 4DF</b>   Supplier's postal address and email address:   	
10.10	<b>Transparency Reports</b>  In Call Off Schedule 13 (Transparency Reports)	N/A
10.11	<b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b>	N/A
10.12	<b>Call Off Tender:</b>  In Schedule 16 (Call Off Tender)	N/A
10.13	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b>	Applicable
10.14	<b>Staff Transfer</b>  Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).	N/A
10.15	<b>Processing Data</b>  Call Off Schedule 17	N/A

<b>Contract Reference:</b>		<b>21-056</b>
<b>Date:</b>		<b>4<sup>th</sup> June 2021</b>
<b>10.16</b>	<b>MOD DEFCONs and DEFFORM</b> Call Off Schedule 15	N/A

**Annex 1 Oliver Wyman Proposal**



MHCLG Cladding  
Fund - draft proposal

**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.**

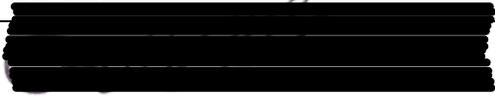
**The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.**

**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	Crispin Ellison, Partner
Signature	
Date	7 June 2021

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

Name and Title	
Signature	Chris Trelfa
Date	21st June 2021