Crown Commercial Service

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Call Off Order Form for Management Consultancy Services

Provision of Consultancy for State Aid Rules In

Relation to Financial Support Due to Covid19

To

UK Government Investments Ltd

From

Alvarez & Marsal Europe Ltd

Contract Reference: CCCC20A32

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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 Management Consultancy Two Framework Agreementdated **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 Call Off Order Form and the Call Off Terms.

|  |  |
| --- | --- |
| Order Number | CCCC20A32 |
| From | **UK Government Investments Ltd**  **("CUSTOMER")** |
| To | **Alvarez & Marsal Europe Ltd**  **("SUPPLIER")** |
| Date | **30th March 2020**  **("DATE")** |

SECTION B

1. call off contract period

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|  | **Commencement Date**: 30th March 2020 |
|  | **Expiry Date**:  End date of Initial Period: 29th June 2020  End date of Extension Period: N/A  Minimum written notice to Supplier in respect of extension: N/A |

1. Services

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| 2.1. | **Services required**:   1. **Develop Generic Term Sheet**  * Discuss and agree the UKGI objectives considering the relative importance of any potential lending terms; * Consider the parameters of the terms that UKGI should consider providing with reference, where possible, to the typical debt market approach, key financial metrics and balance sheet strength; * Develop a generic term sheet, scalable for a variety of sizes of businesses, for providing a commercial loan (quickly) to a distressed investment which would be state aid compliant. This may consider:   + Potential lending rates and terms based on the “quality” of the underlying investment, e.g. recognising that companies are in better health than others and many may be considered to be a distressed investment   + Debt versus equity   + Seniority of Government debt   + Term length in order to provide a sufficient working capital bridge   + Repayment start date  1. **Undertake MEOP Review of Generic Term Sheet**  * Discuss with UKGI the considerations and tramlines that are required in order for this type of investment to be MEOP compliant. * Review the generic term sheet and consider terms that would be consistent with what would be required by a private market investor in similar circumstances. In other words, whether the transaction satisfies the MEOP, so that it does not constitute State Aid. * Provide a report to UKGI and HM Treasury setting out the MEOP compliance of the term sheet and key consideration. * Produce a short MEOP statement / guide that accompany the generic term sheet and be provided to companies. |

1. PROJECT Plan

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| **3.1.** | **Project Plan**:  The Supplier shall provide the Customer with a draft Project Plan for Approval within 2 Working Days from the Call Off Commencement Date. |

1. contract performance

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

1. personnel

|  |  |
| --- | --- |
| **5.1** | **Key Personnel**:  REDACTED |
| **5.2** | **Relevant Convictions** (Clause 28.2 of the Call Off Terms):  Applied |

1. PAYMENT

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| **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 £100,000.00 exc. VAT**  Should work be halted part way through, the Supplier will Invoice the customer only for work undertaken to the date work is halted. |
| **6.2** | **Payment terms/profile** (including method of payment e.g. Government Procurement Card (GPC) or BACS):  The Customer will issue a Purchase Order (PO) against which should submit invoices, according to the instructions on the PO. |
| **6.3** | **Reimbursable Expenses**:  Not Permitted |
| **6.4** | **Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  REDACTED |
| **6.5** | **Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  The life of the Call Off Contract will be one month from the Call Off Commencement Date of 27th March 2020 to 26th April 2020. |
| **6.6** | **Supplier periodic assessment of Call Off Contract Charges** (paragraph 9.2 ofCall Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing))will be carried out on:  Not Applicable |
| **6.7** | **Supplier request for increase in the Call Off Contract Charges** (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  Not Permitted |

1. LIABILITY and insurance

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| **7.1** | **Estimated Year 1 Call Off Contract Charges**:  REDACTED |
| **7.2** | **Supplier’s limitation of Liability** (Clause 37.2.1 of the Call Off Terms);  In Clause 37.2.1 of the Call Off Terms |
| **7.3** | **Insurance** (Clause 38.3 of the Call Off Terms):  In Clause 38.3 of the Call Off Terms |

1. TERMINATION and exit

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

1. supplier information

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

1. OTHER CALL OFF REQUIREMENTS

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| **10.1** | **Recitals** (in preamble to the Call Off Terms):  Recital A  Recital C - date of issue of the Statement of Requirements: 24th March 2020  Recital D - date of receipt of Call Off Tender:27th March 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**:  In Call Off Schedule 8 (Business Continuity and Disaster Recovery) |
| **10.7** | **NOT USED** |
| **10.8** | **Protection of Customer Data** (Clause 35.2.3 of the Call Off Terms):  Applied |
| **10.9** | **Notices** (Clause 56.6 of the Call Off Terms):  Customer’s postal address and email address:  REDACTED  Supplier’s postal address and email address:  REDACTED |
| **10.10** | **Transparency Reports**  In Call Off Schedule 13 (Transparency Reports) |
| **10.11** | **Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:**   1. The Customer acknowledges that the Supplier’s advisory role under this call off contract does not restrict the Supplier or the Alvarez & Marsal group from being engaged on any matter by companies who are recipients of (or negotiating in connection with) the proposed financial support, or their lenders or other stakeholders. 2. In entering into this call off contract the Supplier acknowledges that the Customer acts as agent on behalf of HM Treasury, that the consultancy services provided by the Supplier under the terms of this call off contract will be relied on by both the Customer and HM Treasury and that as such the duties owed by the Supplier to the Customer under this call off contract in relation to the consultancy services provided by the Supplier will also be owed to HM Treasury. |
| **10.12** | **Call Off Tender**:  See Annex A – Supplier’s Tender |
| **10.13** | **Publicity and Branding (Clause 36.3.2 of the Call Off Terms)**  Not Applicable |
| **10.14** | **Staff Transfer**  Not applied |
| **10.15** | **Processing Data**  Call Off Schedule 17 |
| |  |  |  |  | | --- | --- | --- | --- | | **Contract Reference:** | **CCCC20A32** |  |  | | **Date:** | **27th March 2020** |  |  | | **Description Of Authorised Processing** | **Details** |  |  | | Identity of the Controller and Processor  Customer’s Data Protection Officer:  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 | No use of personal data |  |  | | Duration of the processing | No processing of personal data |  |  | | Nature and purposes of the processing | None |  |  | | Type of Personal Data | None |  |  | | Categories of Data Subject | None |  |  | | |
| **10.16** | **MOD DEFCONs and DEFFORM**  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.**

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| --- | --- |
| **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 |