

## **Crown Commercial Service**

---

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

---

## 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**.

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>CPD044/122/075</b>  |
| From         | <b>Ministry of Housing, Communities &amp; Local Government<br/>2 Marsham Street, Westminster, London SW1P 4DF<br/>("CUSTOMER")</b> |
| To           | <b>Oliver Wyman<br/>55 Baker Street, London, W1U 8EW<br/>("SUPPLIER")</b>  |
| Date         | <b>26<sup>th</sup> July 2021<br/>("DATE")</b>  |

### SECTION B

#### 1. CALL OFF CONTRACT PERIOD

|             |   |
|-------------|---|
| <b>1.1.</b> | <b>Commencement Date:</b> 26 <sup>th</sup> July 2021  |
| <b>1.2.</b> | <b>Expiry Date:</b><br><br>End date of Initial Period: 25 <sup>th</sup> July 2023<br><br>End date of Extension Period: 25 <sup>th</sup> July 2024<br><br>Minimum written notice to Supplier in respect of extension: 3 months |

#### 2. SERVICES

|     |  |
|-----|--|
| 2.1 | <p>Specific details of each call-off awarded under this framework agreement (e.g., deliverables/milestones, key performance indicators, price) will be agreed by both parties and included within each Statement of Work,</p> <p><b>6. THE REQUIREMENT</b></p> <p>6.1 MHCLG is seeking to procure management consultancy services to provide for a range of capabilities, including but not limited to:</p> <p>6.1.1 Data Analysis, Modelling and Business Case support</p> <p>6.1.1.1 Business analysts</p> <p>6.1.1.2 Financial analysis and modelling</p> <p>6.1.1.3 Data analysis and modelling</p> <p>6.1.2 Organisational and Process design and mobilisation</p> <p>6.1.2.1 Expertise in behavioural and customer insights</p> <p>6.1.2.2 End-to-end customer journey design and user mapping</p> <p>6.1.2.3 Organisational design and expertise in scheme mobilisation</p> <p>6.1.2.4 Business service process design for outsourced delivery including commercial design and operational system integration.</p> <p>6.1.2.5 Governance design</p> <p>6.1.2.6 IT/Digital Technical, Systems and Delivery Model design, build and integration</p> <p>6.1.3 Project and Programme Management</p> <p>6.1.3.1 Project and Programme Management</p> <p>6.1.3.2 PMO Support</p> <p>6.1.3.3 Delivery and Risk management</p> <p>6.1.4 Additional capabilities</p> <p>6.1.4.1 Commercial and regulatory advice on loan book servicing and management including credit, cash accounting and collection services.</p> <p>6.1.4.2 Housing finance market testing and analysis</p> <p>6.1.4.3 Legal and regulatory (FCA and State Aid) advice, as relevant to the scope of the workstreams</p> <p>6.1.4.4 Procurement support for negotiated procedures, including development and build of complex payment mechanisms, associated financial response templates, and accompanying ITT documentation.</p> <p>6.3 The supplier will be required to work on the basis of an activity-based structure. By this we mean that when we have clearly defined pieces of work with associated deliverables, we will raise a Statement of Work (SoW). In response to each SoW, we will expect the supplier to provide a corresponding estimation of time, technical and professional capabilities, and resources required to deliver against that SoW, in line with the pricing and rating structure proposed during this tender process. Each commission will therefore, be confirmed on a call-off basis following receipt of an acceptable supplier proposal against the SoW (refer also to Annex D, Section 2.8 Assignment Allocation).</p> <p>6.4 We are structuring this engagement in this way due to agile and fast paced nature of the Programme and the deliverables associated with it. We want to work dynamically with our provider to ensure focus on the key priorities at any given time. We are looking to ensure that our provider is set tangible and clearly scoped deliverables within every SoW. It is expected that the deliverables from each piece of work will help define subsequent work packages.</p> <p>6.7 More detailed requirements, expected timelines for delivery and Key</p> |
|-----|--|

|  |   |
|--|---|
|  | <p>Performance Indicators will be set out within each individual SoW.</p> <p>6.8 After issuing the SoW, MHCLG will also arrange a supplier briefing – providing an opportunity for clarifications - following which the supplier will provide a fully costed proposal within 72 hours. This proposal should confirm the supplier’s team, highlight where any proposed staff vary from those presented in response to this ITT and seek MHCLG’s approval for these substitutions.</p> <p><b>7. MANAGEMENT INFORMATION, REPORTING AND CONTRACT MANAGEMENT</b></p> <p>7.1 We will set out within each SoW any specific management information and/or reporting requirements, we have in relation to the content of that SoW. In addition, senior supplier staff may also be required to support meetings with Ministers and senior officials.</p> <p>7.2 As standard, however, we require a weekly report and meeting which shall cover, at a minimum:</p> <p style="padding-left: 40px;">7.2.1 The work completed within that week</p> <p style="padding-left: 40px;">7.2.2 The work anticipated for the week ahead</p> <p style="padding-left: 40px;">7.2.3 The time and resource spent within the week and to date against the contract</p> <p style="padding-left: 40px;">7.2.4 Any issues or escalations (unless urgent, in which case, they should be raised at an appropriate time within the week)</p> <p>7.3 Before the work detailed in any SoW can be commenced, the supplier must first receive approval from an appropriately authorised Department representative or board. We anticipate this approval to be communicated by individuals at the level of Deputy Director, unless agreed otherwise.</p> <p>7.4 The Authority requires a sufficiently senior supplier point of contact for day-to-day enquiries, with a nominated deputy to act in their absence.</p> <p><b>8. AUTHORITY’S RESPONSIBILITIES</b></p> <p>8.1 MHCLG knows that the development of the detailed design will need timely department input including the following roles:</p> <p style="padding-left: 40px;">8.1.1 SRO: Overall responsibility for the delivery of the design to the required standard and the preparation of necessary supporting plans.</p> <p style="padding-left: 40px;">8.1.2 Service/Process Owners: Responsible for the input to the design of the key in-scope activities, and responsible for signing these off as complete as part of preparation for delivery.</p> <p style="padding-left: 40px;">8.1.3 Contract/commercial management: Oversight of commercial aspects and involvement in commercial discussions with third party delivery partners.</p> <p>8.2 In any circumstances where engagement with stakeholders or potential suppliers is likely to be sensitive or attract media and parliamentary attention, the department will provide clear guidance on lines to take and whether support from officials is also required. Similarly, the department will take the lead with respect to all media handling.</p> <p>8.3 In addition to the above the department will take responsibility for:</p> <p style="padding-left: 40px;">8.3.1 Ensuring wherever possible that timely decisions are provided.</p> <p style="padding-left: 40px;">8.3.2 Providing at the start of the contract or SoW, whichever is most applicable:</p> <p style="padding-left: 80px;">8.3.2.1 All relevant data, information and completed work that will be needed by the provider to undertake their work.</p> <p style="padding-left: 80px;">8.3.2.2 Any Department specific requirements or standards relating</p> |
|--|---|

|  |   |
|--|---|
|  | <p>to data protection and handling.</p> <p>8.3.2.3 Access to department systems for nominated provider staff</p>  |
|  | <p><b>9. SOCIAL VALUE</b></p> <p>9.1 In all phases of design delivery and any subsequent procurement, the detailed design is required to take account of the requirements of the social value model.</p> <p><b>10. CONTINUOUS IMPROVEMENT</b></p> <p>10.1 The supplier should present any proposed changes to the project methodology to The Authority during monthly update meetings with the Contract Manager.</p> <p>10.2 Changes to the way in which the Services are to be delivered, including proposed replacement of key supplier staff, must be brought to the Authority's attention and agreed prior to any changes being implemented.</p> <p><b>11. STAFF AND CUSTOMER SERVICE</b></p> <p>11.1 The Authority will measure the quality of the Supplier's delivery by assessing each task, including meeting target dates, appropriateness of methodology, completeness of information and readability of reports. The Authority will take account of the views of any Technical Steering Groups or Oversight Boards and will provide feedback to the supplier.</p> <p>11.2 The supplier will be required to report regularly on progress toward achievement of performance measures.</p> <p>11.3 It should be noted that if a supplier fails to deliver contracted outputs, a performance review may apply which could lead to an early termination of the contract.</p> <p><b>12. PRICE</b></p> <p>12.1 Prices are to be submitted via the e-Sourcing Suite [Appendix E – Price Schedule] excluding VAT and including all other expenses relating to Contract delivery.</p> <p><b>13. SERVICE LEVELS AND PERFORMANCE</b></p> <p>13.1 The Authority will measure the quality of the Supplier's delivery.</p> <p>13.1.1 Detailed KPIs and targets will be agreed with the provider at the start of each SoW. The table included below is indicative of the KPIs and/or SLAs the Authority will adopt to measure the quality of delivery within each phase.</p> <p>13.1.2 KPIs will be agreed and applied where the supplier exerts significant control over or provides a significant level of input into the final deliverable or outputs produced.</p> |

| KPI/SLA | SERVICE AREA   | KPI/SLA DESCRIPTION  | TARGET  |
|---------|----------------|--|---|
| 1       | Mobilisation   | SUPPLIER IS EXPECTED TO MOBILISE WITHIN MAXIMUM OF 1 WEEK OF REFINING AND AGREEING THE SOW   | MOBILISATION EXPECTED WITHIN 1 WEEK OF AGREEMENT OF SOW |
| 2       | Quality        | DELIVERABLES AND OUTPUTS PRODUCED BY SUPPLIER WILL BE OF A SUFFICIENT QUALITY TO BE ACCEPTED BY MHCLG  | TO BE AGREED  |
| 3       | TIMELINESS     | AGREED DELIVERABLES & MILESTONES WILL MEET THE DELIVERY DATE AGREED WITH MHCLG.  | TO BE AGREED  |
| 4       | Timeliness     | SUPPLIER WILL RESPOND TO QUERIES WITHIN AN AGREED TIMEFRAME WITH MHCLG. QUERY RESPONSE TIMEFRAME MAY DIFFER DEPENDING ON WHETHER IT IS RELATED TO FOI, MINISTERIAL OR PARLIAMENTARY.   | TO BE AGREED  |
| 5       | CONTRACTUAL    | Supplier will meet agreed targets throughout delivery relating to key areas listed below: <ul style="list-style-type: none"> <li>• Resource management</li> <li>• Forecast and spending</li> <li>• Regular reporting</li> <li>• Variation</li> </ul> | TO BE AGREED  |
| 6       | WORKING RHYTHM | Supplier will show regular progress on outputs and status in line with working rhythm agreed with MHCLG.   | TO BE AGREED  |

#### 14. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 14.1 There are no requirements for employees of the supplier to have any level of security clearance where they are working off site on material which has not been protectively classified as defined in Schedule 14, Clause 5 and Clause 58 of CCS Framework Agreement RM6008. Where supplier's staff are required to work within MHCLG's Offices the security level for will be specified by MHCLG's Contract Manager which will usually range from BPSS to CTC.
- 14.2 The Authority's office is part of the Home Office building, which has enhanced security arrangements, including baggage searches and photo-ID being needed for entry. The supplier must make allowances for delays caused by security when attending meetings or where the Suppliers staff is working at The Authority's office.
- 14.3 The supplier acknowledges that through participation in the Framework Agreement, the supplier may have access to and receive personally identifiable and/or financial information regarding Applicants and other parties. The supplier agrees to maintain the confidentiality of such information and shall not use, disclose, furnish or make accessible such information to anyone other than authorised employees and agents of the supplier as necessary to carry out the supplier's obligations under the Framework

Agreement and Schedule 14, Clauses 5 and 58 of CCS Framework Contract RM 6008 shall apply to any resultant contract.

## **15. PAYMENT AND INVOICING**

- 15.1 Payment can only be made following satisfactory delivery of pre-agreed certified deliverables and Milestones. Depending on the duration of particular SoWs, it is recognised that the supplier may want to agree an appropriate payment schedule with the Authority.
- 15.2 Payment shall be made in accordance with the agreed SoW. Where actual "Time & Materials" are the same as or less than agreed under the SoW, payment will be made on an actual "Time & Materials" basis up to the price cap in the submitted pricing schedule. In relation to some activities, where appropriate we may also request proposals including a fixed cost portion. Charges should not exceed the agreed SoW.
- 15.3 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 15.4 The Purchase Order (PO) number must be included when the Invoice is submitted.
- 15.5 Payment of Invoices follow a process of checking and approval; timeframe is subject to agreement with the Contract Manager.
- 15.6 Attendance at Contract Review meetings shall be at the Supplier's own expense.

## **16. BASE LOCATION**

- 16.1 Services will be carried out at MHCLG, the Suppliers own premises and at Locations agreed, as required.
- 16.2 Some services may need to be carried out remotely (e.g. via video conference calls)  
depending on health and safety requirements, this should follow government advice at the time.

## **17. CONFIDENTIALITY**

- 17.1 All the information that the Authority supplies as part of this procurement shall be treated as confidential information.
- 17.2 Nothing in this document shall prevent the Authority:
  - 17.2.1 disclosing any Confidential Information provided by bidders for the purpose of:
    - 17.2.1.1 any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the MHCLG has used respect its resources; or disclosing any Confidential Information: -
      - (a) to Parliament or any Parliamentary Committee or any other department, office or agency of the Crown;
      - (b) in response to Freedom of Information requests where, in its absolute discretion, the Authority deems the disclosure to be in accordance with the Freedom of Information Act (FOIA); or

|  |  |
|--|--|
|  | <p>(c) to any person engaged in providing any services to the MHCLG for any purpose relating to or ancillary to this Agreement or Crown Commercial Services.</p> <p><b>18. IT SYSTEM COMPATABILITY</b></p> <p>18.1 The authority shall be responsible for the provision of all necessary licenses (including across the MHCLG Microsoft services, for example Teams) for all Supplier Personnel to be able to work collaboratively and to support project management and delivery.</p> <p><b>19. FUTURE PROCUREMENTS</b></p> <p>19.1 By undertaking the role of analysis, design and risk management provider for this work the supplier will not automatically preclude themselves from bidding for future procurements either as a sole entity or as part of another organisation. The supplier's intention to bid for any future procurements must be brought to MHCLG's attention at the earliest opportunity and prior to any work commencing on the design or procurement of that particular element.</p> <p>19.2 MHCLG will ensure that appropriate ethical walls are put in place and reduce/restrict the supplier's role within the tender process as appropriate adjusting the fees accordingly.</p> <p><b>20. ARRANGEMENTS FOR THE END OF THE ENGAGEMENT</b></p> <p>20.1 At the end of the contract, the supplier shall be required to transfer to the Authority all data, information and materials used or developed under the contract. This shall include but not be limited to:</p> <p>20.1.1 All information collected on behalf of or in collaboration with the Authority</p> <p>20.1.2 All data collected on behalf of or in collaboration with the Authority</p> <p>20.1.3 All materials developed by the supplier during the course of the contract, including programme management materials such as project plans</p> <p>20.1.4 Records of approvals gained in relation to collected data, information and materials</p> <p>20.2 The Authority shall be authorised to share the data, information and materials with any subsequent supplier or delivery partner of services.</p> |
|--|--|

### 3. PROJECT PLAN

|      |                   |
|------|-------------------|
| 3.1. | Project Plan: N/A |
|------|-------------------|

### 4. CONTRACT PERFORMANCE

|      |            |                        |
|------|------------|------------------------|
| 4.1. | Standards: | <i>Not applicable.</i> |
|------|------------|------------------------|



|            |   |                        |
|------------|---|------------------------|
|            |   |                        |
| <b>4.2</b> | <b>Service Levels/Service Credits:</b><br>Not applied   | <i>Not applicable.</i> |
| <b>4.3</b> | <b>Critical Service Level Failure:</b><br>Not applied   | <i>Not applicable.</i> |
| <b>4.4</b> | <b>Performance Monitoring:</b><br>Not applied   | <i>Not applicable.</i> |
| <b>4.5</b> | <b>Period for providing Rectification Plan:</b><br>The period of ten (10) Working Days in Clause 39.2.1(a) shall be amended to 5 Working days |                        |

## 5. PERSONNEL

|            |   |
|------------|---|
| <b>5.1</b> | <b>Key Personnel:</b>   |
| <b>5.2</b> | <b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms):<br>N/A |

## 6. PAYMENT

|            |   |
|------------|---|
| <b>6.1</b> | <b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):<br>In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)   |
| <b>6.2</b> | <b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):<br>In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)<br><br>Lump sum on completion of outputs for each call-off using discounted rates 6.1. |
| <b>6.3</b> | <b>Reimbursable Expenses:</b><br>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)):<br>MHCLG FSSD CP2P Team<br>4th Floor<br>High Trees<br>Hillfield Road<br>Hemel Hempstead  |

|            |  |   |
|------------|--|---|
|            | HP24XN   |   |
| <b>6.5</b> | <b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):   | 24 months Call Off Contract Years from the Call Off Commencement Date         |
| <b>6.6</b> | <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: | <b>N/A</b> of each Call Off Contract Year during the Call off Contract Period |
| <b>6.7</b> | <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   |

## 7. LIABILITY AND INSURANCE

|            |  |  |
|------------|--|--|
| <b>7.1</b> | <b>Estimated Year 1 Call Off Contract Charges:</b>                               | The sum of £ to be determined by each call-off   |
| <b>7.2</b> | <b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms); | 125% of contract charges   |
| <b>7.3</b> | <b>Insurance</b> (Clause 38.3 of the Call Off Terms):                            | <p>Professional Indemnity Insurance £5m (Period following completion of the Services or earlier termination – 6 years)</p> <p>12 months Employer's Liability Insurance Insurance<br/>(As required under Framework Schedule 14 Annex 1 Part C)</p> <p>12 months Public Liability Insurance<br/>(As required under Framework Schedule 14 Annex 1 Part A)</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 applicable. |
| <b>9.2</b> | <b>Commercially Sensitive Information:</b>                                    | Supplier rates  |

## 10. OTHER CALL OFF REQUIREMENTS

|             |   |  |
|-------------|---|--|
| <b>10.1</b> | <b>Recitals</b> (in preamble to the Call Off Terms):<br>Recitals B to E | Date of issue of the Statement of Requirements:<br>30 <sup>th</sup> June 2021<br>Date of receipt of the Call Off Tender:<br>14 <sup>th</sup> July 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>  | Not applied  |
| <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><br>(Clause 35.2.3 of the Call Off Terms):  | Not applicable.   |
| <b>10.9</b>  | <b>Notices</b> (Clause 56.6 of the Call Off Terms):<br><br>Customer's postal address and email address:<br><br>Supplier's postal address and email address: | 2 Marsham Street, Westminster, London SW1P 4DF<br><br>55 Baker Street, London, W1U 8EW  |
| <b>10.10</b> | <b>Transparency Reports</b><br>In Call Off Schedule 13 (Transparency Reports)   | 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>                         | Not applicable.   |
| <b>10.12</b> | <b>Call Off Tender:</b><br>In Schedule 16 (Call Off Tender)   |   |
| <b>10.13</b> | <b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b>   | Applicable  |
| <b>10.14</b> | <b>Staff Transfer</b><br>Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).  | Marsh Limited<br>• Company registration number: 01507274<br>• Registered Address: 3) 1 Tower Place West, London, EC3R 5BU<br><br>The Cognition Company Group Ltd<br>• Company registration number: 11819777<br>• Registered Address: 17 King Edwards Road, London HA4 7AE |
| <b>10.15</b> | <b>Processing Data</b><br>Call Off Schedule 17  | Not applicable.   |

|                            |                                |                                  |
|----------------------------|--------------------------------|----------------------------------|
|                            |                                |                                  |
| <b>Contract Reference:</b> |                                | <b>CPD044/122/075</b>            |
| <b>Date:</b>               |                                | <b>26<sup>th</sup> July 2021</b> |
| <b>10.16</b>               | <b>MOD DEFCONs and DEFFORM</b> | Not used                         |
|                            | Call Off Schedule 15           |                                  |

## 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 |  |
| Signature      |  |
| Date           |  |

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

|                |  |
|----------------|--|
| Name and Title |  |
| Signature      |  |
| Date           |  |