Crown Commercial Service

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Call Off Order Form for Management Consultancy Services

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

12/08/2013

**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM**

12/08/2013

PART 1 – for Management Consultancy Services CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreementfor the provision of Management Consultancy Framework Two (MCF2), RM6008 Lot 4: Strategic 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 | 4910/03/2021  |
| From | **The Department for****Business Energy and Industrial Strategy****("CUSTOMER")** |
| To | **Oliver Wyman****("SUPPLIER")** |
| Date  | **12th March 2021****("DATE")** |

SECTION B

1. call off contract period

|  |  |
| --- | --- |
|  | **Commencement Date**: 12March 2021 |
| * 1.
 | **Expiry Date:**31 March 2021 |

1. Services

|  |  |
| --- | --- |
| 2.1.  | **Services required**: In Call Off Schedule 2 (Services)**1. A report on the operating costs of the British Business Bank, with supporting analysis, covering the areas detailed in the section headed “Expected Outputs” of the invitation to tender 4910/03/2021;****2.**  **An assessment of the further analysis or investigation work that, given more time, would provide more complete answers to the questions addressed in the report; and** **3.**  **A data pack of the evidence used and data gathered during the study.** |

1. PROJECT Plan

|  |  |
| --- | --- |
| **3.1.**  | **Project Plan**: [redacted] |

1. contract performance

|  |  |
| --- | --- |
| **4.1.**  | **Standards**:Not 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:** Not applied  |

1. personnel

|  |  |
| --- | --- |
| **5.1** | **Key Personnel**: [redacted] |
| **5.2** | **Relevant Convictions** (Clause 28.2 of the Call Off Terms):Not applied |

1. PAYMENT

|  |  |
| --- | --- |
| **6.1** | **Call Off Contract Charges** Not applied  |
| **6.2** | **Payment terms/profile** [redacted] |
| **6.3** | **Reimbursable Expenses**: Not applied |
| **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)):[redacted] |
| **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 applied  |
| **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

|  |  |
| --- | --- |
| **7.1** | **Estimated Year 1 Call Off Contract Charges**:A fixed price of £135,000 plus VAT. |
| **7.2** | **Supplier’s limitation of Liability** (Clause 37.2.1 of the Call Off Terms);The supplier’s liability shall be limited to the contract value.  |
| **7.3** | **Insurance** (Clause 38.3 of the Call Off Terms):Not applied |

1. TERMINATION and exit

|  |  |
| --- | --- |
| **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**:Not applied  |
| **8.4** | **Exit Management:** Not applied |

1. supplier information

|  |  |
| --- | --- |
| **9.1** | **Supplier's inspection of Sites, Customer Property and Customer Assets:**Not applied |
| **9.2** | **Commercially Sensitive Information**:The Customer does not anticipate being in receipt of any commercially sensitive information belonging to the Supplier, other than the Supplier’s response to the Invitation to Tender. The Customer confirms that it will treat this information as Commercially Sensitive Information, within the meaning of Call Off Schedule 1 (Definitions). |

1. OTHER CALL OFF REQUIREMENTS

|  |  |
| --- | --- |
| **10.1** | **Recitals** (in preamble to the Call Off Terms):Recitals B to ERecital C - date of issue of the Statement of Requirements: **5 March 2021**Recital D - date of receipt of Call Off Tender: **10 March 2021** |
| **10.2** | **Call Off Guarantee (Clause 4 of the Call Off Terms):**Not required |
| **10.3** | **Security**:**Paragraphs 1 to 5 of Schedule 7 (Security) shall apply without any addition.**  |
| **10.4** | **ICT Policy:**Not required |
| **10.6** | **Business Continuity & Disaster Recovery**: Not applied |
| **10.7** | **NOT USED** |
| **10.8** | Subject to any pre-existing rights of third parties and of the Supplier, the Intellectual Property Rights (other than copyright) in all reports, documents and other materials which are generated or acquired by the Supplier (or any of its sub-contractors or agents) in the performance of the Services shall belong to and be vested automatically in the Customer. |
| **10.9** | **Notices** (Clause 56.6 of the Call Off Terms): |
| **10.10** | **Transparency Reports**Not required |
| **10.11** | **Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:**Not required |
| **10.12** | **Call Off Tender**:In Schedule 16 (Call Off Tender) |
| **10.13** | **Publicity and Branding (Clause 36.3.2 of the Call Off Terms)**Not required |
| **10.14** | **Staff Transfer**Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender). |
| **10.15** | **Processing Data**Call Off Schedule 17 |

**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 | 16.03.2021 |
| **For and on behalf of the Customer:** |
| Name and Title | [redacted] |
| Signature | [redacted] |
| Date | 12 March 2021 |