

Crown Commercial Service

Finance Scheme - Cladding Loan

Call Off Order Form for Management Consultancy Services

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 Management Consultancy Services dated **04 September 2018**. The services required are for the provision of support in relation to the Finance Scheme - Cladding Loan.

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	CPD/004/122/057
From	The Ministry of Housing, Communities and Local Government (MHCLG) ("CUSTOMER")
To	The Boston Consulting Group UK LLP (BCG) ("SUPPLIER")
Date	4th June 2021 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 4th June 2021
1.2.	Expiry Date: End date of Initial Period: 18th June 2021 End date of Extension Period: None Minimum written notice to Supplier in respect of extension: N/A

2. SERVICES

2.1	Services required: Refer to Supplier proposal appended at Annex 1
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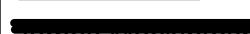
3. PROJECT PLAN

3.1.	Project Plan: Refer to Annex 1
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4. CONTRACT PERFORMANCE

4.1.	Standards: Not applied	<i>Not applicable</i>
4.2	Service Levels/Service Credits: Not applied	<i>Not applicable.</i>
4.3	Critical Service Level Failure: Not applied	<i>Not applicable.</i>
4.4	Performance Monitoring: Not applied	<i>Not applicable.</i>
4.5	Period for providing Rectification Plan: Not applied	<i>Not applicable.</i>

5. PERSONNEL

5.1	Key Personnel:	   
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms):	Not Used

6. PAYMENT

6.1	Call Off Contract Charges (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
6.2	Payment terms/profile (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 delivery of benchmarking report
6.3	Reimbursable Expenses: Permitted	
6.4	Customer billing address (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	
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):	1 year Call Off Contract Years from the Call Off Commencement Date
6.6	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:	N/A of each Call Off Contract Year during the Call off Contract Period
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

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges:	The sum of £ 120,000.00 (incl. of expenses excl. VAT)
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms);	125% of contract charges
7.3	Insurance (Clause 38.3 of the Call Off Terms):	<p>Professional Indemnity Insurance £5m per claim and aggregate (Period following completion of the Services or earlier termination – 3 years)</p> <p>12 months Employer's Liability Insurance Insurance (As required under Framework Schedule 14 Annex 1 Part C)</p> <p>12 months Public Liability Insurance (As required under Framework Schedule 14 Annex 1 Part A)</p>



8. 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:	In Clause 43.1.1 of the Call Off Terms
8.4	Exit Management:	Not applied

9. SUPPLIER INFORMATION

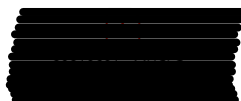
9.1	Supplier's inspection of Sites, Customer Property and Customer Assets:	N/A
9.2	Commercially Sensitive Information:	Supplier rates, methodology, and team member names

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms):	Recital A
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms):	Not required
10.3	Security:	Short form security requirements
10.4	ICT Policy:	Not applied
10.6	Business Continuity & Disaster Recovery:	Not applied
10.7	NOT USED	
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): N/A	N/A
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: Roxanne Ohene 2 Marsham Street, Westminster, London SW1P 4DF  Supplier's postal address and email address:  80 Charlotte Street London	

	W1T 4DF 	
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)	N/A
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:	N/A
10.12	Call Off Tender: In Schedule 16 (Call Off Tender)	N/A
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms)	Applicable
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).	N/A
10.15	Processing Data Call Off Schedule 17	N/A
Contract Reference:		21-057
Date:		4th June 2021
10.16	MOD DEFCONs and DEFFORM Call Off Schedule 15	N/A

Annex 1 BCG 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.

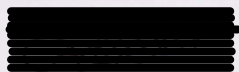
The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

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	
Signature	
Date	18 June 2021

For and on behalf of the Customer:

Name and Title	Chris Trelfa, Senior Commercial Adviser
Signature	
Date	24 th June 2021