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Commercial  
Service

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**Call Off Order Form for Management Consultancy  
Framework Agreement RM6008**

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**Grenfell Tower Programme - Strategic Consultancy  
Services**

**Contract Reference CCCC19A60**

## **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 Framework Agreement for the provision of Management Consultancy Services dated 04 September 2018. This Call Off Order Form relates the Provision of Grenfell Tower Programme Strategic Consultancy Services.

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	MHCLG Ref CPD/004/120/055
From	Ministry of Housing, Communities and Local Government ("CUSTOMER")
To	The Boston Consulting Group Ltd ("SUPPLIER")
Date	20 <sup>th</sup> January 2020 ("DATE")

##### **SECTION B**

#### **1. CALL OFF CONTRACT PERIOD**

<b>1.1.</b>	<b>Commencement Date:</b> 20 <sup>th</sup> January 2020
<b>1.2.</b>	<b>Expiry Date:</b>  End date of Initial Period: 19 <sup>th</sup> January 2022  End date of First Extension Period: 19 <sup>th</sup> January 2023  End date of Second Extension Period: 19 <sup>th</sup> January 2024  Minimum written notice to Supplier in respect of extension: 1 month

## 2. SERVICES

<b>2.1</b>	<b>Services required:</b>  Call Off Schedule 2 (Services)  See Redacted  As set out in Redacted
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## 3. PROJECT PLAN

<b>3.1.</b>	<b>Project Plan:</b> Call Off Schedule 4 (Project Plan)  See Section 7 of the Redacted and as set out in Redacted  The Supplier shall provide the Customer with a draft Social Value Project Plan for Approval with 5 Working Days from the Call Off Commencement Date. An example of this plan is contained in Redacted.
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## 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<b>Standards:</b>  In Clause 11 of the Call Off Terms  See Redacted
<b>4.2</b>	<b>Service Levels/Service Credits:</b>  Not applied
<b>4.3</b>	<b>Critical Service Level Failure:</b>  Not applied
<b>4.4</b>	<b>Performance Monitoring:</b>  See Redacted
<b>4.5</b>	<b>Period for providing Rectification Plan:</b>  In Clause 39.2.1(a) of the Call Off Terms

## 5. PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b>  <u>Customer</u> Redacted  <u>Supplier</u> Redacted
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<b>5.2</b>	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms):  None
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## 6. PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT): Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) Redacted See also Redacted of this Call Off Order Form for the pricing that relates to the fixed price elements of this Contract. Redacted For the avoidance of doubt, the total contract value shall not exceed £5,000,000.00 exc.VAT.
<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) See Section 15 of Statement of Requirements in Appendix A
<b>6.3</b>	<b>Reimbursable Expenses:</b> Permitted Expenses to the base locations and any location within the M25 are not permitted. Expenses to other locations are subject to the Customer's Travel and Expenses policy.
<b>6.4</b>	<b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Redacted
<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)): Two Call Off Contract Years from the Call Off Commencement Date. Indexed annual after the Initial term
<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: 1 <sup>st</sup> December 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 in the first two Call Off Contract Years. Indexed annually after the initial term.

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b> The value of 125% of annual charges, with annual charges being up to the sum of £2,000,000.00 exc. VAT
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms); In Clause 37.2.1 of the Call Off Terms
<b>7.3</b>	<b>Insurance</b> (Clause 38.3 of the Call Off Terms):

	In Clause 38.3 of the Call Off Terms
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## 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> In Call Off Schedule 9 (Exit Management)

## 9. SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> Not Applied
<b>9.2</b>	<b>Commercially Sensitive Information:</b> Redacted, Redacted, BCG's fee rates

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 30 <sup>th</sup> September 2019 Recital D - date of receipt of Call Off Tender: 21 <sup>st</sup> October 2019
<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 shall apply
<b>10.4</b>	<b>ICT Policy:</b> Not applied
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> In Call Off Schedule 8 (Business Continuity and Disaster Recovery)  <b>Disaster Period:</b>

	For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be 10 days
<b>10.7</b>	<b>NOT USED</b>
<b>10.8</b>	<b>Protection of Customer Data</b> In Clause 35.2.3 of the Call Off Terms:
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms): Customer’s postal address: Redacted Supplier’s postal address: Redacted
<b>10.10</b>	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports) Not applied
<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 applied
<b>10.12</b>	<b>Call Off Tender:</b> Schedule 16 (Call Off Tender) See Redacted to this Call Off Order Form
<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> In Clause 36.3.2 of the Call Off Terms
<b>10.14</b>	<b>Staff Transfer</b> Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender). Not Applied
<b>10.15</b>	<b>Processing Data</b> Call Off Schedule 17

<b>Contract Reference:</b>	<b>CCS ref: CCCC19A60</b> <b>MHCLG ref: CPD/004/120/055</b>
<b>Date:</b>	<b>20<sup>th</sup> January 2020</b>
<b>Description Of Authorised Processing</b>	<b>Details</b>
Identity of the Controller and Processor <u>Customer</u> Redacted <u>Supplier</u> To be confirmed post contract award	The Parties acknowledge that for the purposes of the Data Protection Legislation the Customer is the Controller and the Supplier is the Processor.
Use of Personal Data	Managing the obligations under the Call Off Contract Agreement, including exit

	management, and other associated activities. The Supplier will, at all times, comply with the Data Protection Legislation when carrying out these activities.	
Duration of the processing	For the duration of the Framework Contract plus 7 years.	
Nature and purposes of the processing	Collection for research purposes.	
Type of Personal Data	Workplace address Workplace Phone Number Workplace email address Names Job Title Home address (potentially if no workplace address or same as workplace address)	
Categories of Data Subject	Current personnel Contractors/Consultants Directors Public Officers Suppliers	
<b>10.16</b>	<b>MOD DEFCONs and DEFFORM</b>	
	Call Off Schedule 15	
	Not applied	

## 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	10/2/20

### For and on behalf of the Customer:

Name and Title	Redacted
Signature	Redacted
Date	11 <sup>th</sup> February 2020