



Crown  
Commercial  
Service

**COVID 19 Corporate Finance and Market  
Intelligence Support on the Energy Sector**

**To**

**Department for Business Energy & Industrial  
Strategy**

**From**

**McKinsey & Company, Inc. United Kingdom**

**Contract Reference: CCCC20A77**

**Crown Commercial Service**

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

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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 Framework Agreement for the provision of Management Consultancy Services dated 04 September 2018.

This Call Off Order Form relates to the COVID 19 Corporate Finance and Market Intelligence Support on the Energy Sector.

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	To be confirmed following contract award
From	<b>Department for Business Energy &amp; Industrial Strategy</b> ("CUSTOMER")
To	<b>McKinsey &amp; Company, Inc. United Kingdom</b> ("SUPPLIER")
Date	<b>03.06.2020</b> ("DATE")

### SECTION B

#### 1. CALL OFF CONTRACT PERIOD

<b>1.1. Commencement Date:</b>	This contract is deemed to have started on 18 <sup>th</sup> May 2020
<b>1.2. Expiry Date:</b>	End date of Initial Period: <b>12<sup>th</sup> June 2020</b> End date of Extension Period: <b>Not applicable</b> Minimum written notice to Supplier in respect of extension: <b>Not applicable</b>

#### 2. SERVICES

<b>2.1. Services required:</b>	REDACTED
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#### 3. PROJECT PLAN

<b>3.1.</b>	<b>Project Plan:</b>  REDACTED
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#### 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<b>Standards:</b> Not applicable
<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> Not applied
<b>4.5</b>	<b>Period for providing Rectification Plan:</b> 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>  Department for Business Energy & Industrial Strategy: REDACTED  McKinsey & Company Inc United Kingdom: REDACTED
<b>5.2</b>	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms): Not applicable

#### 6. PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT): The maximum value of the contract will be up to £308,800.00 (ex VAT) REDACTED
<b>6.2</b>	<b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS): Payment in full on receipt of all deliverables and their acceptance by the Customer.
<b>6.3</b>	<b>Reimbursable Expenses:</b>

	<p>The Call Off Charges are inclusive of all expenses.</p> <p>The Services will be carried out virtually and provided online, and there is no expected travel for the delivery of these services. As such the Authority would not expect any claims for expenses.</p>
<b>6.4</b>	<p><b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Invoices should be submitted to: REDACTED</p> <p>Each invoice must detail the work completed, deliverables submitted and associated costs</p>
<b>6.5</b>	<p><b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>The duration of the contract term.</p>
<b>6.6</b>	<p><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:</p> <p>Not applicable</p>
<b>6.7</b>	<p><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)):</p> <p>Not Permitted</p>

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<p><b>Estimated Year 1 Call Off Contract Charges:</b></p> <p>The sum of £308,800.00 (ex VAT)</p>
<b>7.2</b>	<p><b>Supplier's limitation of Liability</b></p> <p>In Clause 37.2.1 of the Call Off Terms</p>
<b>7.3</b>	<p><b>Insurance</b> (Clause 38.3 of the Call Off Terms):</p> <p>The Supplier's standard business insurance shall apply</p>

## 8. TERMINATION AND EXIT

<b>8.1</b>	<p><b>Termination on material Default</b> (Clause 42.2 of the Call Off Terms):</p> <p>In Clause 42.2.1(c) of the Call Off Terms</p>
<b>8.2</b>	<p><b>Termination without cause notice period</b> (Clause 42.7 of the Call Off Terms):</p> <p>The period of thirty (30) Working Days in Clause 42.7 shall be amended to five (5) Working Days</p>
<b>8.3</b>	<p><b>Undisputed Sums Limit:</b></p> <p>In Clause 43.1.1 of the Call Off Terms</p>
<b>8.4</b>	<p><b>Exit Management:</b></p> <p>In Call Off Schedule 9 (Exit Management)</p>

## 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> The Supplier's proposal and pricing, any Supplier Personal Data and Supplier Background IPR shall be classed as commercially sensitive information.

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recital A
<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 applicable
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> Not applicable
<b>10.7</b>	<b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms): REDACTED  The Supplier will request only those confidential data that will provide direct inputs to the analytical process and model. The Supplier will store any MNPI provided by the Customer REDACTED with access only for the named project team. The Supplier will not retain any of the information provided by the Customer beyond the end of this project and provide confirmation of deletion of MNPI provided by the Customer to the Customer at the end of the project.  The Supplier may retain one copy of any key working papers and any deliverables or reports that it has delivered to the Customer, such documents only to be accessible by the Engagement Manager and partners who worked on the engagement and for legal and compliance purposes.
<b>10.8</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms):  Customer's postal address and email address: Department for Business Energy & Industrial Strategy 1 Victoria Street London

	<p>Greater London England SW1H 0ET</p> <p>Email: REDACTED</p> <p>Supplier's postal address and email address: McKinsey &amp; Company, Inc. United Kingdom The Post Building 100 Museum Street London WC1A 1PB United Kingdom</p> <p>Email: REDACTED</p>
<b>10.9</b>	<b>Transparency Reports</b> 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> REDACTED
<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> REDACTED
<b>10.14</b>	<b>Staff Transfer</b> Not applicable
<b>10.15</b>	<b>Processing Data</b> Call Off Schedule 17  Customer Data Protection Officer REDACTED  Supplier Data Protection Officer REDACTED

<b>Contract Reference:</b>	<b>CCCC20A77</b>	
<b>Date:</b>	<b>03.06.2020</b>	
<b>Description Of Authorised Processing</b>	<b>Details</b>	
Identity of the Controller and Processor	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	Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities,	
Duration of the processing	For the duration of the Framework Contract plus 7 years.	
Nature and purposes of the processing		
Type of Personal Data	Full name  Workplace address  Workplace Phone Number  Workplace email address  Names  Job Title	
Categories of Data Subject		
<b>10.16</b>	<b>MOD DEFCONs and DEFFORM</b>	
	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.**

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

Name and Title	REDACTED
Signature	REDACTED
Date	16.06.2020

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

Name and Title	REDACTED
Signature	REDACTED
Date	16.06.2020