**Crown Commercial Service**

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**Call Off Order Form for Corporate Finance Services Two**

**RM6169**

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**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**

**Order Form**

CALL-OFF REFERENCE: CCFI20A20

THE BUYER: HM Treasury

BUYER ADDRESS Rosebery Court, St Andrews business Park, NR7 0HS

THE SUPPLIER: McKinsey & Company, Inc. United Kingdom

SUPPLIER ADDRESS: The Post Building, 100 Museum Street, London, WC1A 1PB

REGISTRATION NUMBER:FC012665

DUNS NUMBER: 294993308

SID4GOV ID:Not Known

**APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated Monday 5th October 2020.

It is issued as a direct award to the Supplier under the Framework Contract with the reference number RM6169 for the provision of corporate finance services.

**CALL-OFF LOT(S):**

Lot 1 Corporate Finance Advice

**CALL-OFF INCORPORATED TERMS**

The following documents are incorporated into this Call-Off Contract.

Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6169
3. The following Schedules in equal order of precedence:

* **Joint Schedules for RM6169 Corporate Finance Services 2**
  + Joint Schedule 1 (Definitions)
  + Joint Schedule 2 (Variation Form)
  + Joint Schedule 3 (Insurance Requirements)
  + Joint Schedule 4 (Commercially Sensitive Information)


  + Joint Schedule 10 (Rectification Plan)
* **Call-Off Schedules** for **CCFI20A20**
  + Call-Off Schedule 1 (Transparency Reports)
  + Call-Off Schedule 2 (Staff Transfer)
  + Call-Off Schedule 3 (Continuous Improvement)
  + Call-Off Schedule 5 (Pricing Details)
  + Call-Off Schedule 7 (Key Supplier Staff)
  + Call-Off Schedule 9 (Security)
  + Call-Off Schedule 10 (Exit Management)
  + Call-Off Schedule 15 (Call-Off Contract Management)
  + Call-Off Schedule 16 (Benchmarking)
  + Call-Off Schedule 20 (Call-Off Specification)

1. CCS Core Terms (version 3.0.7)
2. Joint Schedule 5 (Corporate Social Responsibility)RM6169

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

**CALL-OFF SPECIAL TERMS**

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1. REDACTED TEXT.

Special Term 2. REDACTED TEXT

Special Term 3. The Parties agree and acknowledge that it is not necessary for the Supplier to receive or gain access to any Personal Data from the Customer in relation to this Call-Off Contract. The Buyer will inform the Supplier explicitly and seek its prior written consent if it wishes to supply any Personal Data to the Supplier and in which case the Parties will agree suitable Personal Data protection clauses to ensure the integrity and confidentiality of the Personal Data obtained pursuant to this Call-Off Contract.

Special Term 4. The Parties agree that each party will not refer to the other publicly without the other’s prior written consent (unless they have a legal obligation to do so).

Special Term 5 –The audit and investigation rights set out in Core Terms clause 27 (Preventing fraud, bribery and corruption) shall solely apply to the provision of services under this Call-Off contract only.

Special Term 6 – Core Terms clause 15.4 shall be interpreted so that the Buyer may only disclose the Supplier’s Confidential Information on a confidential basis to its consultants and contractors with the Supplier’s prior written consent.

Special Term 7 – Core Terms clause 32 (Conflict of Interest) shall be interpreted so that the Supplier does not need to advise or consult with the Buyer about the Supplier serving any other third parties where conflicting interests may arise.

**CALL-OFF START DATE:**  05/10/2020

**CALL-OFF EXPIRY DATE:**  04/12/2020

**CALL-OFF INITIAL PERIOD:**  Nine Weeks

**CALL-OFF DELIVERABLES**

The Buyer has engaged the Supplier to provide Service Provider to urgently support to Credit Committee process for the Covid Corporate Financing Facility (CCFF) portfolio to respond to a sudden increase in activity.

The Supplier shall:

1. REDACTED TEXT
2. REDACTED TEXT
3. REDACTED TEXT
4. REDACTED TEXT

**MAXIMUM LIABILITY**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms save that the reference to £5million shall be replaced with REDACTED TEXT.

**CALL-OFF CHARGES**

For the avoidance of doubt the Contract Charges including all expenses will not exceed £694,800.00 ex VAT.

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

* Specific Change in Law
* Benchmarking using Call-Off Schedule 16 (Benchmarking)

**REIMBURSABLE EXPENSES**

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4

**PAYMENT METHOD**

Invoice

**BUYER’S INVOICE ADDRESS**

Invoices should be submitted to: REDACTED TEXT or Accounts Payable, HM Treasury, Rosebery Court, St. Andrew's Business Park, Norwich. NR7 0HS

**BUYER’S AUTHORISED REPRESENTATIVE**

REDACTED TEXT

REDACTED TEXT

REDACTED TEXT

HM Treasury, 2 Red, 1 Horse Guards Road, London, SW1A 2HQ

**BUYER’S SECURITY POLICY**

N/A

**SUPPLIER’S AUTHORISED REPRESENTATIVE**

REDACTED TEXT

REDACTED TEXT

REDACTED TEXT

100 Museum Street, London

**SUPPLIER’S CONTRACT MANAGER**

REDACTED TEXT

REDACTED TEXT

REDACTED TEXT

100 Museum Street, London

**SUPPLIER’S TECHNICAL RESPONSE**

The Supplier warrants it will apply the best Endeavor’s to achieve all elements of the Contracting Authority's Statement of Requirements so far as within the Supplier’s control.

**PROGRESS REPORT FREQUENCY**

Not applicable.

**PROGRESS MEETING FREQUENCY**

**Not Applicable**

**KEY STAFF**

REDACTED TEXT

**KEY SUBCONTRACTOR(S)**

[Not Applicable]

**COMMERCIALLY SENSITIVE INFORMATION**

Supplier’s Commercially Sensitive Information including the Supplier’s proposal/tender, Supplier Background Intellectual Property Rights, Supplier pricing breakdowns and Supplier personal data

**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

Not applicable

**BUYER’S ENVIRONMENTAL and SOCIAL VALUE POLICY**

Not applicable

**SOCIAL VALUE COMMITMENT**

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: | REDACTED TEXT | Signature: | REDACTED TEXT |
| Name: | REDACTED TEXT | Name: | REDACTED TEXT |
| Role: | REDACTED TEXT | Role: | REDACTED TEXT |
| Date: | REDACTED TEXT | Date: | REDACTED TEXT |