



Crown  
Commercial  
Service

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**CALL OFF ORDER FORM FOR MANAGEMENT  
CONSULTANCY SERVICES**

**FOR**

**PROVISION OF CONSULTANCY FOR SUPPORT IN  
RELATION TO AN INFRASTRUCTURE BANK FOR THE UK**

**CONTRACT REFERENCE CCCC21A04**

**CONTRACT**

**FOR**

**HM TREASURY**

**FROM**

**THE BOSTON CONSULTING GROUP UK LLP**

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## **FRAMEWORK SCHEDULE 4**

### **CALL OFF ORDER FORM AND CALL OFF TERMS**

#### **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 **RM3745** dated 4th September 2017. The services required are for the provision of consultancy for support in relation to an infrastructure bank for the UK.

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.

<b>Order Number</b>	To be completed at Contract award
<b>From</b>	<b>HM TREASURY ("CUSTOMER")</b>
<b>To</b>	<b>THE BOSTON CONSULTING GROUP UK LLP ("SUPPLIER")</b>

##### **SECTION B**

##### **CALL OFF CONTRACT PERIOD**

<b>1.1.</b>	<b>Commencement Date:</b> Friday 29 January 2021
	<b>Expiry Date:</b>  End date of Initial Period Wednesday 31 March 2021  End date of Extension Period Wednesday 30 June 2021  Minimum written notice to Supplier in respect of extension: 2 weeks

## SERVICES

2.1	<b>Services required:</b>  See Appendix A Statement of Requirements
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## PROJECT PLAN

3.1.	<b>Project Plan:</b>		
	<b>Milestone/Deliverable</b>	<b>Description</b>	<b>Timeframe or Delivery Date</b>
	1	Initial discussion (or discussions) of requirements	Within week 1 of Contract Award
	2	Workshop(s) on interim findings	No later than 26 February 2021
	3	Discussion content and structure of draft of reports	No later than 5 March 2021
	4	Delivery of reports	No later than 20 March 2021
	5	Workshop(s) / presentation(s) of findings and discussion of next steps	No later than 27 March 2021

## CONTRACT PERFORMANCE

4.1.	<b>Standards:</b>  In Clause 11 (Standards and Quality) Applied
4.2	<b>Service Levels/Service Credits:</b>  See 4.4 below
4.3	<b>Critical Service Level Failure:</b>  Not applied
4.4	<b>Performance Monitoring:</b>

		KPI/SLA	Service Area	KPI/SLA description	Target
		1	Delivery timescales	All deliverables to be received on time, in line with the milestones described in Sections 6 and 7	100%
		2	Quality	Work is accurate and of a high quality, delivering on the requirements as set out in section 6 and in light of further specification set out in initial discussions.	95%
		3	Project / Progress Management	The Supplier will attend weekly meetings or calls to discuss the development of the project/reports in order to ensure collaborative working and to maintain project governance.	100% Attendance at weekly meeting
<b>4.5</b>	<b>Period for providing Rectification Plan:</b> In Clause 39.2.1(a) of the Call Off Terms				

## PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b> <u>Customer:</u> REDACTED <u>Supplier:</u> REDACTED
<b>5.2</b>	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms): In Clause 28.2 of the Call Off Terms

## PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):  This is a call off contract and as such the Customer cannot guarantee volumes of work.  For the avoidance of doubt, the total contract value will not exceed £1,000,000.00 exc. VAT
<b>6.2</b>	<b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):

	<p>REDACTED</p> <p>Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.</p> <p>Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.</p>
<b>6.3</b>	<p><b>Reimbursable Expenses:</b></p> <p>Permitted</p> <p>The location of the Services will be carried out at the Supplier's premises.</p> <p>Given the restrictions on travel due to Covid-19, it is expected that the majority of services shall likely be carried out by individuals working from their home or equivalent location, collaborating using technology and in a virtual team with HMT.</p> <p>The base location of the services for any potential face to face meetings will be HM Treasury, REDACTED.</p> <p>Travel and Subsistence to locations other than the base location shall be payable in accordance with HMT Travel and Subsistence policy with prior approval from the Authority.</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 HM Treasury, REDACTED</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>For the term of the Call Off Contract from the Call Off Commencement Date.</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 Applied</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>

## LIABILITY AND INSURANCE

<b>7.1</b>	<p><b>Estimated Year 1 Call Off Contract Charges:</b></p> <p>The sum of £1,000,000.00 (excluding VAT).</p> <p>As this is a call off contract and as such the Customer cannot guarantee volumes of work.</p>
<b>7.2</b>	<p><b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms);</p> <p>In Clause 37.2.1 of the Call Off Terms</p> <p>.</p>

<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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## TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2.1(c) 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 42.7.1 of the Call Off Terms): In Clause 42.7.1 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> Not applied

## 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> Applicable as per the MCF Framework Schedule 17

## 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: 11 January 2021 Recital D - date of receipt of Call Off Tender: 15 January 2021
<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 applied
<b>10.5</b>	<b>Testing:</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 Not Applicable
<b>10.7</b>	NOT USED
<b>10.8</b>	<b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms): Applied
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms): <u>Customer’s postal address and email address:</u> HM Treasury, REDACTED REDACTED <u>Supplier’s postal address and email address:</u> The Boston Consulting Group Ltd, REDACTED REDACTED
<b>10.10</b>	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports)
<b>10.11</b>	<b>Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14 and if required, any Customer alternative pricing mechanism):</b> See Section 10.16
<b>10.12</b>	<b>Call Off Tender:</b> See Appendix B – Supplier Tender REDACTED
<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> Not Applied
<b>10.14</b>	<b>Staff Transfer</b> Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
<b>10.15</b>	<b>Processing Data</b> Call Off Schedule 17

	<p>1. The contact details of the Customer Data Protection Officer is:</p> <p>REDACTED</p> <p>The contact details of the Suppliers Data Protection Officer is:</p> <p>REDACTED</p> <p>2. The Processor shall comply with any further written instructions with respect to processing by the Controller.</p> <p>3. Any such further instructions shall be incorporated into this Schedule.</p>
<b>Contract Reference:</b>	<b>CCCC21A04</b>
<b>Date:</b>	<b>29 January 2020</b>
<b>Description Of Authorised Processing</b>	<b>Provision of Consultancy for Support in Relation to an Infrastructure Bank for the UK</b>
Identity of the Controller and Processor	Where any Personal Data is Processed in connection with the exercise of the Parties' rights and obligations under this Call Off Contract, the Parties acknowledge that the Customer is the Data Controller and that the Supplier is the Data Processor.
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 Award 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 Compensation Tenure Information Qualifications or certifications Nationality Education & training history Previous work history Personal Interests References and referee details Driving license details National insurance number Bank statements Utility bills Job title or role Job application details Start date End date & reason for termination

		<p>Contract type</p> <p>Compensation data</p> <p>Photographic facial Image</p> <p>Biometric data</p> <p>Birth certificates</p> <p>IP address</p> <p>Details of physical and psychological health or medical condition</p> <p>Next of kin &amp; emergency contact details</p> <p>Record of absence, time tracking &amp; annual leave</p>
	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	25 February 2021

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

Name and Title	REDACTED
Signature	REDACTED
Date	10/03/2021

## **Appendix A - Statement of Requirements**

### **1. PURPOSE**

- 1.1 The purpose of this procurement is to obtain technical and analytical support in the scoping and design of a new infrastructure bank for the UK.

### **2. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT**

- 2.1 There is an urgent need to commission support from expert external firms to support the set-up of an infrastructure bank for the UK, in interim form, by Spring 2021 (in line with the Chancellor's commitment in the National Infrastructure Strategy at SR) and to assist with the work on the proposals for the longer-term proposals of the bank which are likely to be confirmed at Budget 2021.
- 2.2 Substantial work will need to be undertaken at pace (c.3 months) to set up the bank in interim form and the HMT needs targeted, specialist and expert support to supplement and support in-house team capacity. The requirement is focused on getting the bank up and running, in interim form, by the start of financial year 21/22.

### **3. DEFINITIONS**

Expression or Acronym	Definition
'Bank'	Means the new infrastructure bank for the UK
HMT	Means Her Majesty's Treasury
SR	Means Spending Review
HMG	Means Her Majesty's Government

### **4. SCOPE OF REQUIREMENT**

- 4.1 Full details of the requirement, including the scope, are set out in section 6 (below). HMT will provide further specification of the scope following market engagement and discussion with the successful contractor.

### **5. THE REQUIREMENT**

- 5.1 Technical analysis of the infrastructure market, including assessment of the likely impact of new technology on key sectors over the next ten years, analysis on the size of the infrastructure market (i.e. project pipeline), and the implications of different trends for the detailed mandate and organisational design of the Bank.
- 5.2 Using expertise and international best practice to support the design of the bank's operating model and its governance. This may include but is not limited to:

- 5.2.1 Developing its governance and organisational structure;
- 5.2.2 Informing the bank's operational policies on approvals, finance, risk, audit and other relevant areas.
- 5.3 Developing and implementing the processes for the interim bank to be operational, this may include implementing processes around: credit analysis, pipeline development, board approvals and processes; stakeholder management; and, finance management.
- 5.4 Using international comparators and expertise to ensure that the bank is set up in an effective way that attracts world leading talent. This may include identifying and costing the necessary skills required to ensure this bank is 'best in class'.
- 5.5 Deliverables for this work may include a report (or reports), supplemented and informed by several workshops and presentations by consultants on the project. In addition to this, the supplier may also provide other supporting products, which could include: RACI matrices, process/flow diagrams, organisational structures and model board paper templates.
- 5.6 There is an expectation that the supplier works closely with HMT to: gather information, test interim findings and be steered towards appropriate research avenues.
- 5.7 The skills required to deliver this requirement are likely to include: experience and expertise in advising banks, international organisations and international development banks in institutional governance and operations; expertise and experience around change management; and specialist expertise in banking, project finance and the infrastructure market.
- 5.8 In performing this service, the contractor is expected to support 'knowledge and skills transfer' to HMT to support what will be a long-term project for officials.

## **6. MANAGEMENT INFORMATION/REPORTING**

- 6.1 The Supplier shall provide, as a minimum, the reporting requirement as detailed below:
  - 6.1.1 Project progress reporting as required. This will include reporting progress against:
    - 6.1.1.1 Project plan;
    - 6.1.1.2 Project budget;
    - 6.1.1.3 Provide details of interim findings
- 6.2 As a minimum the Supplier will be expected to provide a verbal and written weekly update including spend against budget. As milestones approach, this requirement will increase in frequency and face to face and telephone updates will be required as priorities dictate.

## **7. VOLUMES**

- 7.1 The current volumes for the requirement are extensive workshops and reports, although the Supplier is required to be flexible should additional resource be required.

## **8. CONTINUOUS IMPROVEMENT**

- 8.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 8.2 The Supplier should present new ways of working to the Customer during monthly Contract review meetings.
- 8.3 Changes to the way in which the Services are to be delivered must be brought to the Customer's attention and agreed prior to any changes being implemented.

## **9. SUSTAINABILITY**

- 9.1 There are no specific sustainability requirements applied to this contract, due to its overarching nature, however the Customer expects the Supplier to comply with all current legislation regarding sustainability and legislation introduced or amended during the period of the contract pertaining to this.
- 9.2 This should include compliance with the Modern Slavery Act 2015 and Climate Change Act 2008.
- 9.3 The Supplier is to consider their carbon footprint in allocating and deploying resources to undertake requirement.

## **10. QUALITY**

- 10.1 The research, consultation and products should be of the high standards that would be expected from a highly professional consultancy firm.

## **11. STAFF AND CUSTOMER SERVICE**

- 11.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 11.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 11.3 The Supplier shall ensure that staff understand the Customer's vision and objectives and will provide excellent customer service to the Customer throughout the duration of the Contract.

## **12. SECURITY AND CONFIDENTIALITY REQUIREMENTS**

- 12.1 The Supplier must keep confidential any information provided to it to enable it to produce its assessment.

- 12.2 The works set out in the Statement of Requirements, and any subsequent findings, are confidential and must not be disclosed to any party other than the Authority.

### **13. CONTRACT MANAGEMENT**

- 13.1 The Supplier is required to attend periodical meetings as required by the Customer to assist with the production of the works set out in this Statement of Requirements.
- 13.2 Attendance at Contract Review meetings shall be at the Supplier's own expense.

### **14. LOCATION**

- 14.1 The location of the Services will be carried out at the supplier's premises.
- 14.2 Given the restrictions on travel due to Covid-19, it is expected that the majority of services shall likely be carried out by individuals working from their home or equivalent location, collaborating using technology and in a virtual team with HMT.
- 14.3 The base location of the services for any potential face to face meetings will be HM Treasury, REDACTED.
- 14.4 Travel and Subsistence to locations other than the base location shall be payable in accordance with HMT Travel and Subsistence policy with prior approval from the Customer.

## **Appendix B – Supplier Tender**

REDACTED