

RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	SR1202316600
THE BUYER:	HM Revenue and Customs
BUYER ADDRESS	100 Parliament Street, Westminster, London SW1A 2BQ
THE SUPPLIER:	McKinsey & Company, Inc. United Kingdom
SUPPLIER ADDRESS:	The Post Building, 100 Museum Street, London WC1 1PB, United Kingdom
REGISTRATION NUMBER:	FC012665

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 23/02/2023. It's issued under the Framework Contract with the reference number RM6187 for the provision of Support to ITST (Income Tax Service Transformation Services)

CALL-OFF LOT(S): Lot 3

Call-off incorporated terms

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

Where schedules are missing, those schedules are not part of the agreement and cannot be used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions) RM6187

3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 13 (Implementation Plan and Testing)
- Call-Off Schedule 14 (Service Levels)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 16 (Benchmarking)
- Call-Off Schedule 18 (Background Checks)
- Call-Off Schedule 20 (Call-Off Specification)
- Call-Off Schedule 23 (HMRC Terms)

4. CCS Core Terms
5. Joint Schedule 5 (Corporate Social Responsibility)
6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

Supplier terms are not 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

[REDACTED]

Call-off start date: 23rd February 2023

Call-off expiry date: 22nd February 2024

Extension (Optional): 6 months

Call-off deliverables:

See details in Call-Off Schedule 20 (Call-Off Specification)

Security

Short form security requirements apply

and

HMRC's Security Policy as included within the Security Management Questionnaire

Maximum liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first contract year are: £7,200,000.

Call-off charges

The Call-Off Contract Charges are on a fixed price basis excluding VAT (inclusive of all expenses)

See details in Call-Off Schedule 5 (Pricing Details).

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)

Statements of Work

For SoWs required under the auspices of this Call-Off Contract, the following process will be used:

HMRC will make a request in writing to the Supplier to provide a proposal. The request will include a specification of requirements detailing the work needed, the outcomes required, and the date the Supplier's SoW proposal is required by.

The Supplier shall review and return the SoW proposal to HMRC, which will include a costed project plan of the milestones needed to deliver the outcomes.

Upon receipt, HMRC will review the SoW proposal and reserves the right to request any changes to the SoW proposal as may be required to ensure the required outcomes will be delivered to HMRC's satisfaction.

Once the final SoW proposal has been agreed and the final SoW form has been signed by a duly authorised representative from both parties, the deliverables contained within the SoW will form part of the contract deliverables.

The Supplier shall deliver the requirements as agreed within individual SoW packages which have been signed and approved by duly authorised representatives from both parties.

Any minor amendments required to the operational delivery of deliverables within the SoW, once agreed in writing by duly authorised representatives of both parties, will also form part of the contract deliverables.

The award of this call-off contract does not guarantee a minimum amount of work during the contract period beyond phase 1 and the CSG TOM. Only deliverables contained within a SoW that is agreed and signed by duly authorised representatives from both parties will form committed deliverables under the contract.

HMRC makes no commitment that the requirements listed at 3, will be exclusively commissioned to the Supplier as subsequent assignment/SoW. As such, no commitment is given to the total value of work that may be commissioned under the resulting Call-Off Contract.

Reimbursable expenses

Given that most of the work should be able to be completed at HMRC's primary locations including within the immediate vicinity, and at the Supplier's own premises, additional Travel and Subsistence expenses will not be paid.

The Parties agree that the Supplier's Charges include all expenses.

Payment method

HMRC operates with the SAP Ariba Buying and Invoicing platform internally badged as myBUY, therefore the Supplier will be obliged to receive Purchase Orders from and transact invoices back to HMRC over the Ariba network.

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives do not apply to this Call-Off Contract.

Supplier's authorised representative

[REDACTED]

Supplier's contract manager

[REDACTED]

Progress report frequency

As stated in Call-Off Schedule 20 (Call-Off Specification).

Progress meeting frequency

As stated in Call-Off Schedule 20 (Call-Off Specification).

Key staff

Key staff specific to delivery of the supplier proposal are detailed in Schedule 4 (Call Off Tender)

Key subcontractor(s)

Kainos Software Limited (20% Sub-Contractor) will be responsible for provision of staff with specific deep expertise relevant for requirements in TOM and ITST Phase 1 deliverables as well as for expected Phase 2 deliverables. McKinsey will retain overall and final responsibility for all deliverables.

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy

HMRC Sustainable Procurement Strategy available online at:

[publishing.service.gov.uk\)https://assets.publishing.service.gov.uk/government/uploads/syst
em/uploads/attachment_data/file/310632/HMRC_Sustainable_Procurement_Strategy.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/310632/HMRC_Sustainable_Procurement_Strategy.pdf)

HMRC complies with the requirements outlined in the Social Value Model, introduced under PPN 06/20

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).

The Supplier agreed to report progress against the following metric to HMRC on a quarterly basis:

[REDACTED]

Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the 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.

For and on behalf of the Supplier:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

For and on behalf of the Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]