

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

Order Form

CALL-OFF REFERENCE: **Jaegger project_2882**

THE BUYER: **The Secretary of State for the Home Department**

BUYER ADDRESS **2 Marsham Street, London, SW1P 4DF**

THE SUPPLIER: **Deloitte LLP**

SUPPLIER ADDRESS: **1 New Street Square, London, EC4A 3HQ**

REGISTRATION NUMBER: **OC303675**

DUNS NUMBER: **364807771**

SID4GOV ID: **N/A**

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 7 May 2024. It is issued under the Framework Contract with the reference number RM6187 for the provision of specialist Transition and Exit Services.

CALL-OFF LOT: Lot 2 – Strategy & Policy

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 and Interpretation) RM6187
3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions) - Mandatory
- Joint Schedule 2 (Variation Form) - Mandatory
- Joint Schedule 3 (Insurance Requirements) - Mandatory

- Joint Schedule 4 (Commercially Sensitive Information) - Mandatory
- Joint Schedule 10 (Rectification Plan) - Mandatory
- Joint Schedule 11 (Processing Data) - Mandatory

Call-Off Schedules

- Call-Off Schedule 1 (Transparency Reports) – Used
 - Call-Off Schedule 5 (Pricing Details) –Used
 - Call-Off Schedule 7 (Key Supplier Staff) –Used
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery) – Used
 - Call-Off Schedule 9 (Security) –Part A: Short Form Security Requirement Used
 - Call-Off Schedule 10 (Exit Management) - Used
 - Call-Off Schedule 14 (Service Levels) - Used
 - Call-Off Schedule 15 (Call-Off Contract Management) - Used
 - Call-Off Schedule 18 (Background Checks) – Used
 - Call-Off Schedule 20 (Call-Off Specification) - Used
4. CCS Core Terms (version 3.0.10)
 5. Joint Schedule 5 (Corporate Social Responsibility) - Mandatory
 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

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

Special Term 1: Call Off Contract Core Terms – clause 11.2 is amended as follows:

Delete clause 11.2 and replace with:

“Each Party's total aggregate liability under each Call-Off Contract (whether in tort, contract or otherwise) is a sum equal to one hundred and twenty five percent (125%) of the Estimated Charges unless specified in the Call-Off Order Form.”

Special Term 2: Joint Schedule 1 – the following definitions are amended

Delete “Estimated Year Charges” and replace with:

“Estimated Charges”	the anticipated total Charges payable by the Buyer specified in the Order Form;
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Delete “Estimated Yearly Charges”

Special Term 3: Insert a new Clause 10.5A into the Core Terms as follows:

“The Buyer acknowledges, accepts and agrees that the Supplier is a regulated person. The Supplier may terminate a Call-Off Contract with reasonable written notice of not less than 30 days to the Buyer if the performance of any part of the Services would conflict with any Law or any professional rules or regulatory independence obligations that are applicable to the Supplier”.

Special Term 4: Add the following sentence to the end of Clause 2.10 of the Core Terms:

“The Buyer acknowledges, accepts and agrees that the Supplier’s tender is based on the accuracy of the information supplied by the Buyer or on the Buyer’s behalf”.

Special Term 5: Add the following to the end of Clause 2.7 of the Core Terms:

“However, without prejudice to Clauses 2.8 and 2.9, if (a) the scope of the Services proves incorrect, incomplete, or inadequate to meet the needs of the Buyer; (b) the assumptions and third party dependencies set out in Call-Off Schedule 4 (Call-Off Tender) and/or this Call-Off Contract prove to be incorrect or unfulfilled; (c) the content of the invitation to tender for the Call-Off Contract is incorrect, inaccurate or incomplete; and/or (d) the responsibilities of the Buyer set out in Call-Off Schedule 4 (Call-Off Tender) and/or this Call-Off Contract prove to be inaccurate, incomplete or otherwise unfulfilled in whole or in part by the Buyer, then, in each case, the Parties will agree a Variation to the Call-Off Contract”.

Special Term 6: In Joint Schedule 1 (Definitions), the definition of Existing IPR in paragraph 1.4, shall be deleted and replaced with the following:

“any and all IPR owned by, or licensed to, either Party and which is developed independently of the Contract (whether prior to the Start Date or otherwise) including any enhancements or modifications to such IPR developed in the course of providing the Services;”.

Call-off start date: 7 May 2024

Call-off expiry date: 30 September 2024

Call-off initial period: Five months

Call-off deliverables:

See details in Call-Off Schedule 20 (Specification)

Security

See details in Call-Off Schedule 9 (Security).

Short form security requirements apply.

Maximum liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms, as per the Special Term 1 above. The Estimated Charges used to calculate liability are: **REDACTED**

Call-off charges

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

All changes to the Charges must use procedures that are equivalent to those in Paragraph 5 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

Payment method

Home Office invoices should be sent to:

REDACTED

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives apply to this Call-Off Contract.

Buyer's authorised representative

REDACTED

Buyer's security policy

See details in Call-Off Schedule 9 (Security).

Supplier's authorised representative and contract manager

REDACTED

Progress reporting and meeting frequency

See details in Call-Off Schedule 15 (Call-Off Contract Management).

Key Role(s)

User Services Planning and Management Workpackage

REDACTED

Key subcontractor(s)

Not Applicable

Commercially sensitive information

Not applicable

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

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)

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:

Name: **REDACTED**

Date: 3 May 2024

For and on behalf of the Buyer:

Signature:

Name: **REDACTED**