

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

Order Form

CALL-OFF REFERENCE:	RM6187SSS082022
THE BUYER:	Her Majesty's Treasury
BUYER ADDRESS	1 Horse Guards Road, SW1A 2HQ
THE SUPPLIER:	McKinsey & Company, Inc. United Kingdom
SUPPLIER ADDRESS:	100 Museum St, London WC1A 1PB
REGISTRATION NUMBER:	FC012665
DUNS NUMBER:	294993308
SID4GOV ID:	N/A

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 15 September 2022.

It's issued under the Framework Contract with the reference number RM6187 for the provision of Consultancy for Future Configuration Options for the UK Steel Sector.

CALL-OFF LOT(S):

Crown Commercial Service Framework RM6187 Management Consultancy
Framework Three (MCF3) - Lot 2 Strategy and 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 can not 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)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 7 (Financial difficulties)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
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

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

Special Term 1 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is

- (i) specified in this Contract or*
- (ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements*

[REDACTED]

Special Term 6 - The Parties agree and acknowledge that it is not necessary for the Supplier to receive or gain access to any Personal Data to process on behalf of the Buyer for the provision of the defined services under 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. Joint Schedule 11 (Processing Data) therefore does not apply save that provision regarding the

Independent Controller scenario shall be interpreted in a proportionate manner to the low risk nature of the data (business contract data).

Call-off start date: 5 September 2022

Call-off expiry date: 3 months from call-off start date

Call-off initial period: 3 months

Call-off deliverables:

As per Call-Off Schedule 20 (Call-Off Specification)

Security

Appended at Call-Off Schedule 9 (Security). Short form security requirements apply as per standard processes, however where the project requires, the long form may be used.

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: £861,970.

Call-off charges

£861,970 excluding VAT including expenses.

The Charges are on a fixed price basis excluding VAT (inclusive of all expenses) and will be based on the fee rates from MCF3 Lot 2.

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

Reimbursable expenses

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

Payment method

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

Invoices should be submitted in PDF and addressed to contacts detailed in the contract award.

Invoices should contain the following information:

Contract Reference: [specific contract ref for each adviser]

Date period invoice covers

HMT PO Reference: [specific blanket PO No, for each adviser]

If an incorrect invoice is sent to Accounts Payable, then a credit note is required to be issued along with the corrected invoice

The Supplier must facilitate payment by the Customer of the Charges under the Call-Off Contract under any method agreed in this Order Form.

The Supplier must facilitate a change of payment method during the term of the Call-Off Contract.

The Supplier shall not charge the Customer any fees for the use of any payment method or for a change of payment method during the term of the Call-Off Contract.

Buyer's invoice address

Invoicequeries@hmtreasury.gov.uk

Accounts Payable

HM Treasury

Rosebery Court, St. Andrews Business Park,

Norwich,

NR7 0HS

FINANCIAL TRANSPARENCY OBJECTIVES

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

Buyer's authorised representative

[REDACTED]

Buyer's security policy

Appended at Call-Off Schedule 9 (Security). Short form security requirements apply as per standard processes, however where the project requires, the long form may be used.

Supplier's authorised representative

[REDACTED]

Supplier's contract manager

[REDACTED]

Progress report frequency

As per Call-Off Schedule 20 (Call-Off Specification).

Progress meeting frequency

As per Call-Off Schedule 20 (Call-Off Specification).

Key staff

[REDACTED]

Key subcontractor(s)

Not applicable

Commercially sensitive information

[REDACTED]

Only Information submitted in relation to the Supplier's Proposal is retained by the Buyer and the Buyer's agent (Crown Commercial Service) and forms part of this order form.

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

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:

[REDACTED]

For and on behalf of the Buyer:

[REDACTED]