

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

Order Form

CALL-OFF REFERENCE: C21373

THE BUYER: Secretary of State for Environment, Food and Rural Affairs

BUYER ADDRESS Nobel House Area 1 | 17 Smith Square | London | SW1P 3JR

THE SUPPLIER: **McKinsey & Company, Inc. United Kingdom**

SUPPLIER ADDRESS: 100 Museum Street, London, WC1A 1PB

REGISTRATION NUMBER: FC012665

DUNS NUMBER: 294993308

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 17th October 2023.

It's issued under the Framework Contract with the reference number RM6187 for the provision of SCAH Business Case Development, in line with the attached proposal.

CALL-OFF LOT(S):

Lot 2

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) - 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 6 (ICT Services) - Optional
 - Call-Off Schedule 7 (Key Supplier Staff) - Optional
 - Call-Off Schedule 9 (Security) - Optional
 - Call-Off Schedule 18 (Background Checks) - Optional
4. CCS Core Terms
 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: This Call-Off Contract, and the work carried out in relation to it, shall be deemed a Tier 1 contract (following the Crown Commercial Service's Information Note 05/16 on "Open Book Contract Management" and the accompanying OBCM guidance) and accordingly the parties agree that the Buyer's audit and inspection rights under (b)(c) and (h) within the definition of "Audit" in Joint Schedule 1 (Definitions) shall not apply.

Special Term 2: For the avoidance of doubt, the Supplier will not keep accurate records of time spent per consultant grade and will not make them available for inspection or invoicing purposes

Special Terms 3: The Supplier cannot and will not give medical, regulatory, accounting, public health, policy or legal advice. The Customer must consider this context and secure appropriate advice prior to it making any decisions in connection with the Services. The Supplier's Services are being provided on an expedited basis and may not have the benefit of certain detailed analyses in performing the Services. The Supplier remains solely responsible for its decisions, actions and use of Deliverables.

Special Terms 4: The Customer and The Supplier to arrange weekly reporting and management meetings to update on progress and address any roadblocks, instead of timesheets (Special Terms 2). The Customer reserves the right to hold review meetings during the assignment, discussing what went well, opportunities for improvement on future assignments and similar.

Call-off start date: 13 October 2023

Call-off expiry date: 30 November 2023

Call-off initial period: 6 Weeks

CALL-OFF OPTIONAL EXTENSION PERIOD – N/A

Call-off deliverables:

As depicted in Annex A – Supplier's Proposal.

Security

Part A (Short Form Security Requirements)

Maximum liability

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

The Estimated Initial Period Charges: £599,794 (ex VAT)

Call-off charges

The Supplier shall work on a Fixed Fee basis, agreed at £599,794 (ex VAT), which shall be due following the satisfactory completion of the commission, in line with Annex A. The Charges shall include all expenses incurred during the contracting period.

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 Supplier's Charges includes expenses

Payment method

Fixed Fee due following the satisfactory completion of the commission, in line with Annex A and 30 days in arrears via BACS.

Buyer's invoice address

[REDACTED]

FINANCIAL TRANSPARENCY OBJECTIVES

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

Buyer's authorised representative

[REDACTED]
[REDACTED]
[REDACTED]

Buyer's security policy

To be provided following contract execution.

Supplier's authorised representative

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Supplier's contract manager

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Progress report frequency

As agreed between parties.

Progress meeting frequency

As agreed between parties.

Key staff

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Key subcontractor(s)

n/a

Commercially sensitive information

Supplier's Proposal (see Call-Off Schedule 4), Supplier pricing breakdowns, Supplier Background Intellectual Property Rights, Supplier personal data. This is consistent with Information listed in Joint Schedule 4 (Commercially Sensitive Information) being Commercially Sensitive Information.

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

n/a

Additional insurances

n/a

Guarantee

n/a

Buyer's environmental and social value policy

To be provided following contract execution.

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:

For and on behalf of the Buyer:

Name: Lara Dolamore

Role: Commercial Manager

Date: 18/10/2023

Annex A – Supplier's Proposal

The attached proposal forms part of this Contract:-



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