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

Order Form

CALL-OFF REFERENCE:	UKEF0527
THE BUYER:	Secretary of State acting through the Export Credits Guarantee Department operating as UK Export Finance
BUYER ADDRESS	1 Horse Guard's Road, London SW1A 2HQ
THE SUPPLIER:	Deloitte LLP
SUPPLIER ADDRESS:	1 New Street Square, London, EC4A 3HQ
REGISTRATION NUMBER:	OC303675
DUNS NUMBER:	N/A
SID4GOV ID:	N/A

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 19th June 2024.

It is issued under the Framework Contract with the reference number RM6187 for the provision of Financial Crime Compliance consultancy.

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 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)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- 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) Optional
- 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 20 (Call-Off Specification)
- 4. CCS (Crown Commercial Service) 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:

None

Call-off start date: 1st July 2024

Call-off expiry date: 30th June 2027

Call-off initial period: 24 months

CALL-OFF OPTIONAL EXTENSION PERIOD: 1 x 12 month

Call-off deliverables:

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

Update to timeline for FRCA deliverable: Within the specification the timeline stated a deadline for the FRCA by 30th November 2024. In agreement with the supplier, this has timeline is now changed to between July 2024 and completed by 28th February 2024 to accommodate the implementation of the recommendations.

Security

Short form security requirements apply

and

https://www.gov.uk/government/publications/security-policy-framework

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:

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 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

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

Payment method

Payment will be made via BACS within 30 days of a valid invoice being supplied including a valid PO number to

Buyer's invoice address

FINANCIAL TRANSPARENCY OBJECTIVES

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

Buyer's authorised representative

1 Horse Guards Road, London SW1A 2HQ

Buyer's security policy

https://www.gov.uk/government/publications/security-policy-framework

Supplier's authorised representative

1 New Street Square, London, EC4A 3HQ

Supplier's contract manager

1 New Street Square, London, EC4A 3HQ

Progress report frequency

Monthly Progress report to be issued within 5 working days of the start of a new month. Report to include:

- Progress against all fixed deliverables and
- Progress against all deliverables within live SoWs.
- Financial update must include a breakdown of the time and material used for all live projects.

Progress meeting frequency

Key staff

1 New Street Square, London, EC4A 3HQ

Key subcontractor(s) Not Applicable

Commercially sensitive information

Supplier day rates and information included with the supplier's submission

Service credits

Service credits applicable to this contract are detailed within Schedule 14.

A Critical Service Level Failure is where the supplier fails to achieve the KPI (Key Performance Indicators) targets for any KPI for a 3-month period or where the KPI is not achieved for any 3 months within a 6-month period.

Additional insurances

Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy

https://www.gov.uk/government/publications/uk-export-finance-environmental-socialandhuman-rights-policy

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:



Date: 28 June 2024

For and on behalf of the Buyer:



Date: 28 June 2024