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

Order Form

CALL-OFF REFERENCE:	Con_24443
THE BUYER:	Ministry of Justice on behalf of the Secretary of State for Justice
BUYER ADDRESS	Ministry of Justice, 102 Petty France London SW1H 9AJ
THE SUPPLIER:	The Boston Consulting Group UK LLP
SUPPLIER ADDRESS:	80 Charlotte Street, London, England, W1T 4DF
REGISTRATION NUMBER:	OC359103
DUNS NUMBER:	216961173

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 28th October 2024.

It's issued under the Framework Contract with the reference number RM6187 for the provision of a Justice Digital Optimisation Review.

CALL-OFF LOT(S):

Lot 3 – Complex and Transformation

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 6 (Key Subcontractors)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- 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 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:

None

Call-off start date:	28 th October 2024
Call-off expiry date:	22 nd August 2027
Call-off initial period:	33 months

Call Off Optional Extension Period: N/A

Call-off deliverables:

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

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.

The Estimated Year 1 Charges used to calculate liability in the first contract year are: $\pounds 2,000,000$

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

A central purchase order number will be provided by the Authority. All invoices must be sent, quoting a valid purchase order number (PO Number) and Contract reference. You must be in receipt of a valid PO Number before submitting an invoice.

Buyer's invoice address

SSCL Ministry of Justice APinvoices-MOJ-U@gov.sscl.com Ministry of Justice

FINANCIAL TRANSPARENCY OBJECTIVES

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

Buyer's authorised representative [REDACTED]

Buyer's security policy Available online at: <u>Security Guidance (justice.gov.uk)</u>

Supplier's authorised representative [REDACTED]

Supplier's contract manager

Progress report frequency

First Working Day of each month

Progress meeting frequency

Fortnightly progress meetings

Key staff Authority

[REDACTED]

Supplier

Key subcontractor(s) Not applicable

Commercially sensitive information See Joint Schedule 4

Service credits Not applicable

Additional insurances Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy

Social Value Policy available online at: Social Value Policy

Environmental policy available online at: <u>Climate change and environmental sustainability: MOJ - GOV.UK (www.gov.uk)</u>

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: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

For and on behalf of the Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

CORE TERMS		
Core Terms	RM6187-Core Terms.docx	

JOINT SCHEDULES

Joint Schedule 1 (Definitions)	RM6187 Joint Schedule 1 -Definitior
Joint Schedule 2 (Variation Form)	RM6187-Joint-Sched ule-2Variation-Form
Joint Schedule 3 (Insurance Requirements)	RM6187-Joint-Sched ule-3Insurance-Req
Joint Schedule 4 (Commercially Sensitive Information)	RM6187-Joint-Sched ule-4-Commercially-S
Joint Schedule 5 (Corporate Social Responsibility)	RM6187-Joint-Sched ule-5Corporate-Soci
Joint Schedule 6 (Key Subcontractors)	RM6187-Joint-Sched ule-6Key-Subcontra
Joint Schedule 10 (Rectification Plan)	RM6187-Joint-Sched ule-10Rectification-
Joint Schedule 11 (Processing Data)	RM6187-Joint-Sched ule-11Processing-D

CALL-OFF SCHEDULES

Call-Off Schedule 3 (Continuous Improvement)	RM6187-Call-Off-Sc hedule-3Continuou:
Call-Off Schedule 4 (Call-Off Tender)	RM6187-Call-Off-Sch edule-4Call-Off-Ten
Call-Off Schedule 5 (Pricing Details)	RM6187-Call-Off-Sc hedule-5Pricing-Det

Call-Off Schedule 7 (Key Supplier Staff)	RM6187-Call-Off-Sc hedule-7Key-Suppli
Call-Off Schedule 8 (Business Continuity and Disaster Recovery)	346B981A.ODT
Call-Off Schedule 9 (Security)	RM6187-Call-Off-Sc hedule-9Securityo
Call-Off Schedule 10 (Exit	RM6187-Call-Off-Sc
Management)	hedule-10Exit-Mana
Call-Off Schedule 15 (Call-Off Contract	RM6187-Call-Off-Sc
Management)	hedule-15Call-Off-C
Call-Off Schedule 20 (Call-Off	RM6187-Call-Off-Sc
Specification)	hedule-20Specificat