

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

Order Form

CALL-OFF REFERENCE:	[REDACTED]
THE BUYER:	Ministry of Justice
BUYER ADDRESS	102 Petty France, London SW1H 9AJ
THE SUPPLIER:	Deloitte LLP
SUPPLIER ADDRESS:	1 New Street Square, London, EC4A 3HQ
REGISTRATION NUMBER:	OC303675
DUNS NUMBER:	364807771

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 27th February 2023

It's issued under the Framework Contract with the reference number RM6187 for the provision of consultancy services.

CALL-OFF LOT(S):

MCF 3 – 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 5 (Pricing Details)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 14 (Service Levels)
- Call-Off Schedule 18 (Background Checks)
- 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:

The Supplier acknowledges that the Deliverables may be disclosed to third party entities that are part of the Criminal Justice System as part of the Buyer's management of the Services. The Buyer agrees that the Deliverables are for the Buyer's use and reliance only and to hold harmless the Supplier against all Losses which the Supplier incurs in the defence and settlement of any Claim by a third party arising out of or in connection with such disclosure.

Call-off start date: 27th February 2023

Call-off expiry date: 27th August 2023

Call-off initial period: 6 Months

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:

£3,000,000.00 Excluding VAT

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
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

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
[REDACTED]
Ministry of Justice
102 Petty France, London SW1H 9GL

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 upon request

Supplier's authorised representative

[REDACTED]

Supplier's contract manager

[REDACTED]

Progress report frequency

Progress report frequency will be agreed with the supplier for each workstream

Progress meeting frequency

Progress report frequency will be agreed with the supplier for each workstream

Key staff

[REDACTED]

Key subcontractor(s)

[REDACTED]

Commercially sensitive information

Any information relating to: personal information (CV's, contact details etc.); pricing and details of Supplier's cost base; insurance arrangements; proprietary information; and/or approach and/or methodologies, is commercially sensitive/confidential and exempt from disclosure under the Freedom of Information Act 2000 ("FOIA"), including but not necessarily limited to:

- Call-off Schedule 4
- Call-off Schedule 5

If a request to disclose such information is received, the Parties will work together and consider the applicability of any FOIA exemptions.

Service credits

Not Applicable

Additional insurances

Not Applicable

Guarantee

Not Applicable

Buyer's environmental and social value policy

Available upon request

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]

JOINT SCHEDULES

Joint Schedule 1 (Definitions)	[REDACTED]
Joint Schedule 2 (Variation Form)	[REDACTED]
Joint Schedule 3 (Insurance Requirements)	[REDACTED]
Joint Schedule 4 (Commercially)	[REDACTED]

Sensitive Information)	
Joint Schedule 5 (Corporate Social Responsibility)	[REDACTED]
Joint Schedule 6 (Key Subcontractors)	[REDACTED]
Joint Schedule 10 (Rectification Plan)	[REDACTED]
Joint Schedule 11 (Processing Data)	[REDACTED]

CALL-OFF SCHEDULES

Call-Off Schedule 4 (Call-Off Tender)	[REDACTED]
Call-Off Schedule 5 (Pricing Details)	[REDACTED]
Call-Off Schedule 7 (Key Supplier Staff)	[REDACTED]
Call-Off Schedule 9 (Security)	[REDACTED]
Call-Off Schedule 14 (Service Levels)	[REDACTED]
Call-Off Schedule 18 (Background Checks)	[REDACTED]
Call-Off Schedule 20 (Call-Off Specification)	[REDACTED]