

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

Order Form

CALL-OFF REFERENCE: project_9080

THE BUYER: Foreign, Commonwealth and Development Office

BUYER ADDRESS King Charles Street London SW1A 2AH

THE SUPPLIER: **Oliver Wyman Limited**

SUPPLIER ADDRESS: **1 Tower Place West, Tower Place, London, EC3R 5BU**

REGISTRATION NUMBER: **2995605**

DUNS NUMBER: **775403439**

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

It is essential that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier].

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated **16/01/2023**. It's issued under the Framework Contract with the reference number RM6187 for the provision of **PTF Project Consultancy services**.

CALL-OFF LOT(S): 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) - Mandatory
- Joint Schedule 2 (Variation Form) - Mandatory
- Joint Schedule 3 (Insurance Requirements) - Mandatory
- Joint Schedule 4 (Commercially Sensitive Information) - Mandatory
- Joint Schedule 6 (Key Subcontractors) - Optional
- Joint Schedule 7 (Financial Difficulties)- Optional
- Joint Schedule 8 (Guarantee) - Optional
- Joint Schedule 9 (Minimum Standards of Reliability) - Optional
- Joint Schedule 10 (Rectification Plan) - Mandatory
- Joint Schedule 11 (Processing Data) - Mandatory

Call-Off Schedules

- Call-Off Schedule 1 (Transparency Reports) - Optional
- Call-Off Schedule 3 (Continuous Improvement) - Optional
- Call-Off Schedule 5 (Pricing Details) - Optional
- Call-Off Schedule 6 (ICT Services) - Optional
- Call-Off Schedule 7 (Key Supplier Staff) - Optional
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery) - Optional
- Call-Off Schedule 9 (Security) - Optional
- Call-Off Schedule 10 (Exit Management) - Optional
- Call-Off Schedule 12 (Clustering) - Optional
- Call-Off Schedule 13 (Implementation Plan and Testing) - Optional
- Call-Off Schedule 14 (Service Levels) - Optional
- Call-Off Schedule 15 (Call-Off Contract Management) - Optional
- Call-Off Schedule 16 (Benchmarking) - Optional
- Call-Off Schedule 17 (MOD Terms) - Optional
- Call-Off Schedule 18 (Background Checks) - Optional
- Call-Off Schedule 20 (Call-Off Specification) - 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 FCDO

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*

Call-off start date: 16 January 2023

Call-off expiry date: 31 March 2023

Call-off initial period: 11 weeks

[CALL-OFF OPTIONAL EXTENSION PERIOD [Insert, where applicable]]

Call-off deliverables:

[Option A: [Name of Deliverable][Quantity][Delivery date][Details]]

1. **FCDO performance management systems review – End: 24/02/23** (assuming 16/01/23 start)

Desk based review of existing systems
Input into project plan
Weekly project reports
Insight report (including case studies, current performance, target state and recommendations)
Completion of PTF monitoring and evaluation documentation
Project lessons learned document / potential session
Handover documentation
2. **Review of FCDO’s scholarship funds and arm’s length bodies - End: 31/03/23** (assuming 20/02/23 start)

Input into project plan
Weekly project reports
Report reviewing FCDO’s scholarship funds and arm’s length bodies and making relevant recommendations.
Project lessons learned document / potential session
Completion of PTF monitoring and evaluation documentation
Handover documentation
3. **ITS launch - End: 31/03/23** (assuming 16/01/23 start)

Project manager to support the delivery of the ITS delivery plan
Project plan
Weekly project reports
Materials to support launch (including comms)

Project lessons learned document / potential session
Handover documentation

4. **FCDO Data Strategy - End: 31/03/23** (assuming 16/01/23 start)

Project plan
Weekly project reports
Insight report (including case studies, current performance, target state and recommendations)
Project lessons learned
Handover documentation

Oliver Wyman will also be responsible for delivering a structured program of capabilities transfer including but not limited to lunch and learn sessions, talks, lessons learned activity and the sharing of tools and templates. Dates tbc. This is in addition to a pre-agreed investment of £102,400 for senior partner workshops.

Security FCDO

Short form security requirements apply

[and]
[Security Policy]

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:

[£596,400 (plus VAT) Estimated Year 1 Charges of the Contract. The Buyer must always provide a figure here]

Call-off charges

[Option A: Insert the Charges for the Deliverables]

Fees for delivery of projects, including senior oversight, will be charged on the below rate card, with a limit of £600,000 excluding VAT by 31 March 2023.

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

Invoice 30 days payment terms on completion of projects.

Buyer’s invoice address

UKPCInvoices@fcdo.gov.uk

FINANCIAL TRANSPARENCY OBJECTIVES

Buyer’s authorised representative

[Redacted]

Buyer’s security policy

Supplier’s authorised representative

[Redacted]

Supplier’s contract manager

[Redacted]

Progress report frequency

Weekly update throughout project

Progress meeting frequency

Weekly update

Key staff

[Redacted]



Key subcontractor(s)

Not applicable

Commercially sensitive information

Supplier’s fees and rate card.

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable.

Buyer’s environmental and social value 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:

[Redacted]

[Redacted]

[Redacted]

[Redacted]

For and on behalf of the Buyer:

[Redacted]

[Redacted]

[Redacted]

[Redacted]