

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

Order Form

CALL-OFF REFERENCE: 713246450

THE BUYER: **Redacted** under FOAI Section 40 – Personal Information

BUYER ADDRESS: Kentigern House, 65 Brown Street, Glasgow G2 8EX

THE SUPPLIER: Bain & Company, Inc. United Kingdom

SUPPLIER ADDRESS: 40 Strand, London, WC2N 5RW

REGISTRATION NUMBER: FC014328

DUNS NUMBER: 398 713 453

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 28.10.2024

It's issued under the Framework Contract with the reference number RM6187 for the provision of Transformation Advisory Services.

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 9 (Minimum Standards of Reliability)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 17 (MOD Terms)
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 start date: 26.10.2024

Call-off expiry date: 31.12.2024

Call-off initial period: 8 weeks

CALL-OFF OPTIONAL EXTENSION PERIOD - 6 weeks

Call-off deliverables:

	Weeks 1-4	Weeks 5-8
Resource	Redacted under FOAI Section 43 – Commercial Interest	Redacted under FOAI Section 43 – Commercial Interest
Deliverables		

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Security

Short form security requirements apply – Schedule 9 Part A.

All supplier staff working on the programme and attending meetings in MOD Main Building must hold SC clearance.

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:
£ 350,000.00 (Ex VAT)

Call-off charges:

£ 420,000.00 (Inc VAT)

Above charges represent the 8 weeks of work broken down in the Deliverable table. Any extensions will be priced based on agreement between the Authority and Bain & Company. No prices should exceed those of the framework.

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

CP&F Enabled, Supplier to onboard onto Exostar.

Buyer's invoice address

Kentigern House, 65 Brown Street, Glasgow G2 8EX

FINANCIAL TRANSPARENCY OBJECTIVES

See Schedule 17 – MOD Terms

Buyer's authorised representative

Redacted under FOAI Section 40 – Personal Information

Buyer's security policy

As per Schedule 17 - MOD Terms

Supplier's authorised representative

Redacted under FOAI Section 40 – Personal Information

Supplier's contract manager

Redacted under FOAI Section 40 – Personal Information

Progress report frequency

Weekly check-ins with Director Defence Reform

Key staff

Redacted under FOAI Section 40 – Personal Information

Key subcontractor(s)

N/A

Commercially sensitive information

Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy

Not applicable.

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** under FOAI Section 40 – Personal Information

Name: **Redacted** under FOAI Section 40 – Personal Information

Role: **Redacted** under FOAI Section 40 – Personal Information

Date: 12.11.2024

For and on behalf of the Buyer:

Signature: **Redacted** under FOAI Section 40 – Personal Information

Name: **Redacted** under FOAI Section 40 – Personal Information

Role: Commercial Business Partner

Date: 13.11.2024