**Order Form Template and Call-Off Schedules)**

**Order Form**

CALL-OFF REFERENCE: CCCC23A16

THE BUYER: Cabinet Office

BUYER ADDRESS Public Sector Fraud Authority, Cabinet Office, 70

Whitehall, London, SW1A 2AS

THE SUPPLIER: **Deloitte**

SUPPLIER ADDRESS: **1 New Street Square, London, EC4A 3PA** registered address (if registered)]

REGISTRATION NUMBER: **OC303675**

DUNS NUMBER: **364807771**

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 15th February 2024.

It’s issued under the Framework Contract with the reference number RM6188 for the provision of Professional Services for Public Sector Fraud Authority Enforcement Unit.

### CALL-OFF LOT(S):

**Lot 3** Counter fraud & investigation

### CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. 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) **RM6188**
3. The following Schedules in equal order of precedence:
* Joint Schedules for **RM6188**
	+ 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 7 (Financial Difficulties)
	+ Joint Schedule 10 (Rectification Plan)
	+ Joint Schedule 11 (Processing Data)

* Call-Off Schedules for **RM6188**
	+ Call-Off Schedule 1 (Transparency Reports)
	+ Call-Off Schedule 3 (Continuous Improvement)
	+ Call-Off Schedule 5 (Pricing Details)
	+ Call-Off Schedule 6 (ICT Services)
	+ Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
	+ ~~Call-Off Schedule 9 (Security)~~ **Replaced with Security**

**Management Schedule (Consultancy) Professional Services**

* + Call-Off Schedule 10 (Exit Management)
	+ Call-Off Schedule 15 (Call-Off Contract Management)
	+ Call-Off Schedule 18 (Background Checks)
	+ Call-Off Schedule 20 (Call-Off Specification)
1. CCS Core Terms
2. Joint Schedule 5 (Corporate Social Responsibility) **RM6188**
3. 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.

No other Supplier terms are 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:

*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*

*Special term 2 - Clause 10.5 of the Core Terms is amended as follows:*

* *The existing paragraph under clause 10.5 is numbered 10.5.1;*
* *The following paragraph is inserted after clause 10.5.1 and is numbered clause 10.5.2:*

*The Supplier may terminate a Call-Off Contract upon such period of written notice is reasonable in the circumstances, if there is any Change in Law or other change in circumstance outside of the Supplier’s reasonable control which would mean that the performance of the Call-Off Contract (including the application of any fee arrangements) would result in the Supplier being in breach of any obligations relating to conflicts of interest, independence and integrity under Law applicable to the Supplier provided that, prior to issuing any such notice of termination, the Supplier shall use best endeavours to seek an alternative solution to termination (which shall include a requirement to terminate any contract with a third party if the existence of that contract has led to a conflict of interest) and mitigate the impact of any such alternative solution or termination.*

*Special term 3 - The definition of “Conflict of Interest” in Joint Schedule 1 is deleted and replaced by the following:*

 *a conflict between:*

*(a) the financial interests,*

*(b) personal duties, or*

*(c) any obligations, applicable to the Supplier, relating to conflicts of interest, independence and integrity under Law,*

*of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;*

**Effective Date: 12th March 2024**

**Date the Contract Period commences: 12th March 2024**

**Date Call-Off Initial Period ends: (Dependant on Effective Date)**

**CALL-OFF OPTIONAL EXTENSION PERIODS:**
**Call Off Optional Extension Period**: **(Dependant on signature date)**

**Note**: The Call-Off Initial Period is 12 - months with the option for the Buyer to extend by a period of 12 - months only. If the option to extend is exercised, the Services will continue to be carried out in accordance with the terms of the Call-Off Contract (including the Charges).

### 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 is£2,062,500

### CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

### REIMBURSABLE EXPENSES

None.

### PAYMENT METHOD

Via BACS.

### BUYER’S INVOICE ADDRESS:

Shared Services Connected Limited

APinvoices-cab-u@gov.sscl.com

Postal address:
Shared Services Connected Limited
CAB Procure to Pay
PO Box 405
Newport
NP10 8FZ

Invoices must be sent to the above email address only – do not copy in multiple addresses.

All invoices submitted by suppliers must quote a valid SOP iProcurement purchase order number and must be submitted to the correct PO Box number or email address.

Any invoices that are submitted and do not meet the following criteria will not be processed:

* Email size must not exceed 4mb
* All files/invoices must be in PDF format attached directly to the email (No folders etc)
* One PDF per invoice – all supporting documentation must be included within the single PDF. Do not attach additional/separate supporting documentation as a separate file
* Multiple invoices can be attached to one email but each invoice must be in a separate PDF (with no additional supporting files as described above)

### FINANCIAL TRANSPARENCY OBJECTIVES

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

### BUYER’S AUTHORISED REPRESENTATIVE

Redacted under FOIA section 40, Personal Information

Redacted under FOIA section 40, Personal Information

Redacted under FOIA section 40, Personal Information

Redacted under FOIA section 40, Personal Information

### BUYER’S ENVIRONMENTAL POLICY

Cabinet Office Environmental Policy: <https://intranet.cabinetoffice.gov.uk/wp-content/uploads/2015/02/Environmental-Policy-2023.pdf>

### BUYER’S SECURITY POLICY

* + 1. Cabinet Office Security Policy:
		2. <https://www.gov.uk/government/collections/government-security>

### SUPPLIER’S AUTHORISED REPRESENTATIVE

Redacted under FOIA section 40, Personal Information

Redacted under FOIA section 40, Personal Information

Redacted under FOIA section 40, Personal Information

Redacted under FOIA section 40, Personal Information

### SUPPLIER’S CONTRACT MANAGER

Redacted under FOIA section 40, Personal Information

Redacted under FOIA section 40, Personal Information

Redacted under FOIA section 40, Personal Information

Redacted under FOIA section 40, Personal Information

### PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

### PROGRESS MEETING FREQUENCY

Once per calendar month

### KEY STAFF

Redacted under FOIA section 40, Personal Information

Redacted under FOIA section 40, Personal Information

Redacted under FOIA section 40, Personal Information

Redacted under FOIA section 40, Personal Information

### KEY SUBCONTRACTOR(S)

Not applicable

### COMMERCIALLY SENSITIVE INFORMATION

Suppliers Commercially Sensitive Information

### SERVICE CREDITS

Not applicable

### ADDITIONAL INSURANCES

Not applicable

### GUARANTEE

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)

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:** | **For and on behalf of the Buyer:** |
| Signature: | Redacted under FOIA section 40, Personal Information | Signature: | Redacted under FOIA section 40, Personal Information |
| Name: | Redacted under FOIA section 40, Personal Information | Name: | Redacted under FOIA section 40, Personal Information |
| Role: | Redacted under FOIA section 40, Personal Information | Role: | Redacted under FOIA section 40, Personal Information |
| Date: | Redacted under FOIA section 40, Personal Information | Date: | Redacted under FOIA section 40, Personal Information |