

Crown Commercial Service

Call-Off Order Form for RM6187 Management Consultancy Framework Three (MCF3) LOT 2

To Defence Academy of the United Kingdom

**From McKinsey & Company Inc. United Kingdom The Post Building 100 Museum
Street, London WC1A 1PB**

**Contract Reference 703289450 RM6187 MCF3
CR Op Model Design Work Consultation**

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

Order Form

Call-off reference: 703289450

The buyer: Defence Academy of the United Kingdom

Buyer address: Room 103 Trenchard, Shrivenham, Wiltshire SN6 8LA

The supplier: McKinsey & Company Inc., United Kingdom

Supplier address: The Post Building 100 Museum Street, London
WC1A 1PB

Registration number: FC012665

DUNS number: 294993308

Sid4gov id: N/A

Applicable framework contract

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

10 March 2022

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

Call-off lot: 2

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 including 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) - N/A
- Joint Schedule 7 (Financial Difficulties) - N/A
- Joint Schedule 8 (Guarantee) - N/A
- Joint Schedule 9 (Minimum Standards of Reliability) – N/A
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 5 (Pricing Details) N/A
- Call-Off Schedule 6 (ICT Services) N/A
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
N/A
- Call-Off Schedule 9 (Security) - short form
- Call-Off Schedule 10 (Exit Management) – N/A
- Call-Off Schedule 12 (Clustering) – N/A
- Call-Off Schedule 13 (Implementation Plan and Testing) – N/A
- Call-Off Schedule 14 (Service Levels) – N/A

- Call-Off Schedule 15 (Call-Off Contract Management) N/A
- Call-Off Schedule 16 (Benchmarking) N/A
- Call-Off Schedule 17 (MOD Terms)
- Call-Off Schedule 18 (Background Checks) N/A
- Call-Off Schedule 19 (Scottish Law) N/A
- Call-Off Schedule 20 (Call-Off Specification)
- Call-Off Schedule 21 (Northern Ireland Law) N/A
- Call-Off Schedule 23 (HMRC Terms) N/A

4. CCS Core Terms (version 3.0.10)
5. Joint Schedule 5 (Corporate Social Responsibility)

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:

Special Term 1: This Call-Off Contract, and the work carried out in relation to it, shall be deemed a Tier 1 contract (following the Crown Commercial Service's Information Note 05/16 on "Open Book Contract Management" and the accompanying OBCM guidance) and accordingly the parties agree that the Buyer's audit and inspection rights under (b)(c) and (h) within the definition of "Audit" in Joint Schedule 1 (Definitions) shall not apply.

Special Term 2: For the avoidance of doubt, the Supplier will not keep accurate records of time spent per consultant grade and will not make them available for inspection or invoicing purposes.

Call-off start date: 17 March 2022

Call-off expiry date: 30 April 2022

Call-off initial period: 0 years, 0 month, 6 Weeks

Call-off deliverables: See details in Call-Off Schedule 20 (Call-Off Specification) and Statement of Requirement

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:
£470,000.00 ex Vat

Call-off charges

Costs

Costs will be based using the fee rates from MCF3 Lot 2: **£470,000.00 ex Vat**

The rates exclude VAT and expenses, which would be charged in line with the arrangements, set out in MCF3 Lot 2.

Work will be charged on a fixed price basis per Deliverables or Milestones using rates on MCF3. On appointment, Customer and the Supplier will meet to agree the phasing of work.

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

Reasonable Travel and Subsistence expenses incurred for the purposes of delivering under the Contract are permitted.

Payment method

Subject to any alternative arrangement to be agreed between Customer and the Supplier, costs will be invoiced on completion of all activity under the Contract.

Buyer's invoice address

Room 103 Trenchard
Defence Academy of the United Kingdom
Shrivenham SN6 8LA

Buyer's authorised representative

REDACTED
UKStratCom-Comrcl C2-07
REDACTED

Room 103 Trenchard
Defence Academy of the United Kingdom
Shrivenham SN6 8LA

Buyer's security policy

Short Form Security Requirements at Schedule 9

Supplier's authorised representative

REDACTED

The Post Building 100 Museum Street, London
WC1A 1PB

Supplier's contract manager

REDACTED

The Post Building 100 Museum Street, London
WC1A 1PB

Progress report frequency

Not Applicable

Progress meeting frequency

Not Applicable

Key staff

McKinsey & Company Inc., United Kingdom

REDACTED

Key subcontractor(s)

Not Applicable

Commercially sensitive information

The following information shall be deemed Commercially Sensitive Information:

REDACTED

Service credits

Not Applicable

Additional insurances

Not Applicable

Guarantee

Not Applicable

Buyer's environmental and social value policy

You must implement the Cabinet Office Social Value Model to ensure that procurement decisions fully consider UK Social Value, as required by the HM Treasury Green Book.

- Delivery teams must determine the Social Value policy outcomes that are relevant and proportionate to their procurement and non-discriminatory to all potential bidders.
- You must consider Social Value at every stage of the procurement lifecycle to understand the themes and outcomes that are relevant to the procurement. However, the Social Value Model should only be applied at the tender evaluation stage.
- It is mandated that all above-threshold procurements subject to Public Contracts Regulations (PCR) 2015 and Defence and Security Public Contracts Regulations (DSPCR) 2011 and procurements that are exempt from the Regulations include Social Value criteria in tender evaluation with a minimum weighting of 10% of the overall score.
- You must include the Social Value Model Award Criteria in the Invitation to Tender but you must not include it in the Pre-Qualification Questionnaire.
- You must not include all 24 Model Award Criteria in your Tender Documentation. In most instances, applying 3 or 4 Model Award Criteria will be appropriate.
- In most cases, the Cabinet Office Social Value Model and Model Award Criteria (MAC) should not be amended. Any amendments must be approved at 1* Commercial level.
- You must publish a KPI on Social Value on a quarterly basis under the Government Transparency Agenda, for Category A (Cat A) procurements that include Social Value criteria in tender evaluation.
- The Social Value Model does not apply to 'below-threshold' procurements or single-source procurements and is therefore not applicable for this procurement.

Social value commitment

Not Applicable as Direct Award

Processing Data

Joint Schedule 11

1. The contact details of the Customer Data Protection Officer are:

MOD Data Protection Officer
Ground Floor, Zone D
Main Building
Whitehall
London
SW1A 2HB
Cio-dpa@mod.gov.uk

2. The contact details of the Suppliers Data Protection Officer are:

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*(signed over email)

Name: *REDACTED*

Role: Partner, McKinsey and Company

Date: 17 March 2022

For and on behalf of the Buyer:

Signature: *Original Signed*

Name: *REDACTED*

Role: UKStratCom-Comrcl C2-07

Date: 10 March 2022