

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

Order Form

CALL-OFF REFERENCE: **NSIGN/001-01B - 709077451**

THE BUYER: **Ministry of Defence**

BUYER ADDRESS **Defence Equipment & Support, MOD Abbey Wood, Bristol, BS34 8JH**

THE SUPPLIER: **Deloitte LLP**

SUPPLIER ADDRESS: **1 New Square Street, London, EC4A 3HQ**

REGISTRATION NUMBER: **OC303675**

DUNS NUMBER: **364807771**

SID4GOV ID:

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **3rd November 2023**. It is issued under the Framework Contract with the reference number RM6187 for the provision of management consultancy services.

CALL-OFF LOT(S):

Lot 3: Complex & 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 cannot be used. If the documents conflict, the following order of precedence applies:

1. Call-Off Special Schedule 1 (Multi-Party Agreement)
2. Framework Schedule 6 (Order Form including the Call-Off Special Terms and Call-Off Special Schedules).
3. Joint Schedule 1(Definitions and Interpretation) RM6187

4. 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 5 (Corporate Social Responsibility) *
- Joint Schedule 6 (Key Subcontractors) *
- Joint Schedule 7 (Financial Difficulties) – NOT APPLICABLE
- Joint Schedule 8 (Guarantee) – NOT APPLICABLE
- Joint Schedule 9 (Minimum Standards of Reliability) – NOT APPLICABLE
- Joint Schedule 10 (Rectification Plan) *
- Joint Schedule 11 (Processing Data) *
- Joint Schedule 12 (Supply Chain Visibility) – NOT APPLICABLE

Note: Joint Schedules with * will form part of the contract but the Schedules will not be issued as part of the ITT. These can be obtained from Crown Commercial Services website:

<https://www.crowncommercial.gov.uk/agreements/RM6187>

Call-Off Schedules

- Call-Off Schedule 1 (Transparency Reports) – NOT APPLICABLE
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 4 (Call-Off Tender)
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 6 (ICT Services) – NOT APPLICABLE
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery) – NOT APPLICABLE
- Call-Off Schedule 9 (Security) – NOT APPLICABLE
- Call-Off Schedule 10 (Exit Management) – NOT APPLICABLE
- Call-Off Schedule 12 (Clustering) – NOT APPLICABLE
- Call-Off Schedule 13 (Implementation Plan and Testing) – NOT APPLICABLE
- Call-Off Schedule 14 (Service Levels) – NOT APPLICABLE
- Call-Off Schedule 15 (Call-Off Contract Management) – NOT APPLICABLE
- Call-Off Schedule 16 (Benchmarking)
- Call-Off Schedule 17 (MOD Terms)
- Call-Off Schedule 18 (Background Checks) – NOT APPLICABLE
- Call-Off Schedule 19 (Scottish Law) – NOT APPLICABLE
- Call-Off Schedule 20 (Call-Off Specification)
- Call-Off Schedule 21 (Northern Ireland Law) – NOT APPLICABLE

- Call-Off Schedule 23 (HMRC Schedule) – NOT APPLICABLE

5. CCS Core Terms (version 3.0.10)
6. Joint Schedule 5 (Corporate Social Responsibility)
7. 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:

Special Term 1:

The Supplier shall sign up to and comply with the terms and conditions of the NSIGN Client Support Framework Multi-Party Agreement (MPA), included as Call-Off Special Schedule 1. If any contract documents conflict, the MPA terms and conditions will take precedence.

Special Term 2:

Where additional support in relation to the Lot 1 Work Package 2 Deliverables is required beyond the Call-off initial period, there will be the option to call-off work using the Firm Price Rate Card provided. The Buyer reserves the right to re-compete any additional work arising on the NSIGN Client Support Framework if not within the initial scope of the Lot 1 Work Package 2 Deliverables.

Special Term 3:

DEFFORM 711 applies. The Supplier must declare any Intellectual Property that they will be providing under this Call-Off contract which has restrictions associated with it meaning the Supplier will not be able to provide rights as requested by the Authority. DEFFORM 711 must be completed when a Call-Off is made.

Special Term 4:

Authorisation by the Crown for use of Third-Party Intellectual Property Rights

Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor

acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

Call-off start date: 27th November 2023

CALL-OFF DELIVERABLES

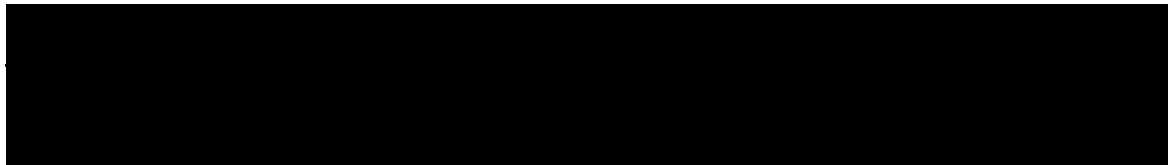
See details in Call-Off Schedule 20 (Call-Off Specification) where technical specification is provided.

SECURITY

The Supplier shall act in accordance with the Security Aspects Letter dated 13 September 2023 and the Defence Security Handbook.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.



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. All travel to be in line with MOD Business Travel Policy, and Hotel Cap Rates.

PAYMENT METHOD

At the onset of the contract there will be an initiation phase of approximately one month, after which both parties will agree a milestone payment plan based on agreed deliverables and acceptance criteria.

During the initiation phase, payment will be made based on satisfactory reporting of individual hours worked and in line with the Firm Price Rate Card provided at Tender response. If a firm price scope cannot be agreed, then payment will continue on a rate-card basis.

Where milestone payments have been agreed, payment will be made on completion of the relevant activity.

The payment method for this Contract is the Authority's e-Payment system CP&F (Contracting, Purchasing and Finance), in accordance with DEFCON 522 (11/21).

BUYER'S INVOICE ADDRESS

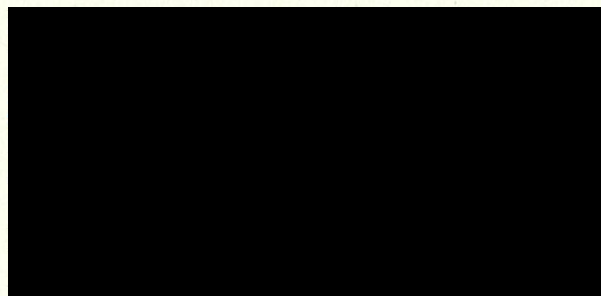
MOD DE&S NSIGN Programme
Abbey Wood,


Bristol,
BS34 8JH

FINANCIAL TRANSPARENCY OBJECTIVES

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

BUYER'S AUTHORISED REPRESENTATIVE



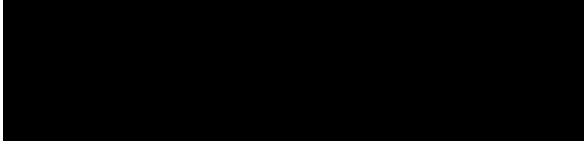
BUYER'S SECURITY POLICY

Buyer's Security Policy means the Security Aspects Letter dated 13 September 2023 and the Defence Security Handbook.

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER



PROGRESS REPORT FREQUENCY

Reports to be submitted by the Supplier to the Buyer in accordance with the delivery schedule at Call-Off Schedule 20 (Specification):

Report to be submitted by the Supplier to the Buyer on a fortnightly basis in the form of a word or PowerPoint document. To include but not limited to the following information: update of schedule, risks, issues, achievements, plans and progress on deliverables.

Final Report(s) where required, to be submitted by the Supplier to the Buyer on contract Close Out. To include but not limited to supporting out-briefs, with any revisions required following feedback, handover of supporting data/information and any recommended LFE.

PROGRESS MEETING FREQUENCY

An initial contract kick off meeting will take place between the Supplier and the Buyer. The contract kick off meeting will take place in person or via MS teams, as appropriate.

Following the contract kick off meeting, the Supplier will attend monthly meetings with the Buyer to discuss but not limited to the following: update of schedule, risks, issues, achievements, plans and progress on deliverables. The monthly progress meetings will take place in person or via MS Teams, as appropriate.

KEY STAFF

KEY SUBCONTRACTOR(S)

COMMERCIALLY SENSITIVE INFORMATION

To refer to Schedule – Joint Schedule 4 Commercially Sensitive Information

SERVICE CREDITS

NOT APPLICABLE

ADDITIONAL INSURANCES

NOT APPLICABLE

GUARANTEE

NOT APPLICABLE

BUYER'S ENVIRONMENTAL AND SOCIAL VALUE POLICY/COMMITMENT

The Buyer's Environmental and Social Value Policy means the Social Value Model Edition 1.1, dated 3rd December 2020. Further information is available online at:

<https://www.gov.uk/government/publications/social-value-act-information-and-resources/social-value-act-information-and-resources>

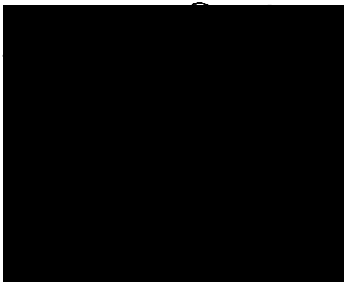
The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the Social Value commitments.

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:



For and on behalf of the Buyer:

