#

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

## Order Form

CALL-OFF REFERENCE: project\_7344

THE BUYER: Department for Education

BUYER ADDRESS Sanctuary Buildings, Great Smith Street, London,

 SW1P 3BT

THE SUPPLIER: Deloitte LLP

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

REGISTRATION NUMBER:OC303675

DUNS NUMBER: 36580771

SID4GOV ID:[Insert if known]

### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 19/01/2023.

It’s issued under the Framework Contract with the reference number RM6187 for the provision of the Net Zero Reporting Programme

### CALL-OFF LOT(S): Lot 2: Strategy & 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 cannot 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 10 (Rectification Plan) - Mandatory
	+ Joint Schedule 11 (Processing Data) - Mandatory

### Call-Off Schedules

* + Call-Off Schedule 5 (Pricing Details) - Optional
	+ Call-Off Schedule 9 (Security) - Optional
	+ Call-Off Schedule 10 (Exit Management) - Optional
	+ Call-Off Schedule 13 (Implementation Plan and Testing) - Optional
	+ Call-Off Schedule 15 (Call-Off Contract Management) - Optional
	+ Call-Off Schedule 25 (Buyers Environmental Policy)
	+ Call Off Schedule 26 (Buyers Social Value Policy)

1. CCS Core Terms (version 3.0.10)
2. Joint Schedule 5 (Corporate Social Responsibility) - Mandatory
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**.**

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 Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is

 (i) specified in this Call-Off 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 – Insert a new Clause 10.5A into the Core Terms as follows:

“The Buyer acknowledges, accepts and agrees that the Supplier is a regulated person. The Supplier may terminate a Call-Off Contract on written notice to the Buyer if the performance of any part of the Services would conflict with any Law or any professional rules or regulatory independence obligations that are applicable to the Supplier”.

Special Term 3 – Add the following sentence to the end of Clause 2.10 of the Core Terms:

“The Buyer acknowledges, accepts and agrees that the Supplier’s tender is based on the accuracy of the information supplied by the Buyer or on the Buyer’s behalf”.

Special Term 4 – Add the following to the end of Clause 2.7 of the Core Terms:

“However, without prejudice to Clauses 2.8 and 2.9, if (a) the scope of the Services proves incorrect, incomplete, or inadequate to meet the needs of the Buyer; (b) the assumptions and third party dependencies set out in Call-Off Schedule 4 (Call-Off Tender) and/or this Call-Off Contract prove to be incorrect or unfulfilled; (c) the content of the invitation to tender for the Call-Off Contract is incorrect, inaccurate or incomplete; and/or (d) the responsibilities of the Buyer set out in Call-Off Schedule 4 (Call-Off Tender) and/or this Call-Off Contract prove to be inaccurate, incomplete or otherwise unfulfilled in whole or in part by the Buyer, then, in each case, the Parties will agree a Variation to the Call-Off Contract”.

Special Term 5 - In Joint Schedule 1 (Definitions), the definition of Existing IPR in paragraph 1.4, shall be deleted and replaced with the following:

“any and all IPR owned by, or licensed to, either Party and which is developed independently of the Contract (whether prior to the Start Date or otherwise) including any enhancements or modifications to such IPR developed in the course of providing the Services;”.

Special Term 6 - The Buyer shall not require any Supplier staff to enter into a direct confidentiality agreement under, or in connection with, this Call-Off Contract.

Special Term 7 - Clause 3.1.2 of the Core Terms is replaced with the following:

“The Buyer will either provide written confirmation that Deliverables and Milestones are accepted, or provide reasons for their non-acceptance, within 5 Working Days of their receipt or completion. If the Buyer does not do this, the relevant Deliverable and/or Milestone will be deemed to be finally accepted. Any subsequent repair or replacement warranty period will only apply if agreed as a Variation. Supplier shall not update, upgrade, maintain or provide new versions of any Deliverable after the date on which the final Deliverable is delivered or signed.”

Special Term 8 - Notwithstanding any conflicting term or provision to the contrary in the Call-Off Contract, the Supplier will store and back up government data according to its own data storage policies.

**Call-off start date:**  30th January 2023

**Call-off expiry date:**  18th June 2023

**Call-off initial period:**  20 weeks

### Call-off deliverables:

### Data and technology landscape research and development

*Deliverable - DfE Sustainability and Climate Change Data and technology research report.*

Must Include.

1. A report on research into the existing data on education sector building stock.
2. An analysis of current DfE approach and existing climate change-related data collection and reporting.
3. A description of optimal ‘to-be’ future data and technology architecture that drives value for money and reduces reporting burdens across the education estate.
4. **Technology evaluation framework**

*Deliverable –* Technology evaluation framework

Must include.

1. Research of technology options and engagement with vendors to support the DfE net zero strategy,
2. Testing different methods of collecting new data and combining sustainability related technologies.
3. Assess potential technology options.
4. Design of the programme evaluation approach
5. **User definition and requirements research**

*Deliverable –* User definition and requirements research backlog

Must include.

1. Collation of stakeholder requirements.
2. Collation of research based on interviews.
3. Report of identified requirements to deliver on the DfE’s sustainability strategy.
4. **Future research and development definition**

*Deliverable –* Programme definition and roadmap.

Must include.

1. Define future programme vision, scope and high-level resource requirements.
2. Definition of potential future research.
3. Define 'value case' for each initiative considering benefits, costs and assumptions.

The Deliverables are for the Buyer’s exclusive use and provided for the purposes described in this Call-Off Contract. No person other than Buyer may rely on the Deliverables and/or information derived from them. This does not affect the Buyer’s right to sub-licence any New IPR or Specially Written Software that may be supplied under the Call-Off Contract.

### 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: £199,700.00

### Call-off charges

|  |  |  |  |
| --- | --- | --- | --- |
| Total |  |  | £199,700 |
| **Grade** | **Daily Rate (£ exc VAT)** | **Number of days** | **Total** |
| Partner | **<redacted>** | **<redacted>** | **<redacted>** |
| Managing Consultant/ Director | **<redacted>** | **<redacted>** | **<redacted>** |
| Principal Consultant / Associate Director | **<redacted>** | **<redacted>** | **<redacted>** |
| Senior Consultant / Engagement Manager / Project Lead  | **<redacted>** | **<redacted>** | **<redacted>** |
| Analyst / Junior Consultant | **<redacted>** | **<redacted>** | **<redacted>** |

In addition to the above, the Supplier will provide 2 days of Partner time, 8 days of Managing Consultant/Director time, and 40 days of Senior Consultant time at nil charge.

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

All invoices must be sent, quoting a valid purchase order number (PO Number), to:

**<redacted>**

**<redacted>**

**<redacted>**

Within 30 days this Call-Off Contract, Buyer will send the Supplier a unique PO Number. The Supplier must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of the Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to the Supplier, which may lead to a delay in payment.

If the Supplier has a query regarding an outstanding payment,please contact the Buyer’s Accounts Payable section by email to:

**<redacted>**

### Buyer’s invoice address

Accounts Payable

**<redacted>**

### FINANCIAL TRANSPARENCY OBJECTIVES

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

* + 1. **Buyer’s authorised representative**

**<redacted><redacted><redacted>**

COMMERCIAL PRACTITIONER

**<redacted><redacted><redacted>**

**<redacted><redacted><redacted><redacted><redacted>**

### Buyer’s security policy

The Short Form Security Requirements apply.

The Supplier may decline any aspect of the proposed scope and methods of a Buyer's security and/or audit requirements on the basis that it:

• includes any technical vulnerability or penetration testing of the Supplier's system; and/or

• may potentially breach Supplier's client confidentiality obligations; and/or

• is outside the scope of services provided to the Buyer under the Call-Off Contract.

For the purposes of the Contract the Staff Vetting Procedures, data security requirements, equality and diversity policy and environmental policy are found at the following address [Procurement at DfE - Department for Education - GOV.UK (www.gov.uk)](https://www.gov.uk/government/organisations/department-for-education/about/procurement#equality-and-diversity-in-procurement) .

### Supplier’s authorised representative

**<redacted><redacted><redacted><redacted><redacted><redacted>**

**<redacted><redacted><redacted><redacted><redacted><redacted>**

### Supplier’s contract manager

**<redacted><redacted><redacted><redacted><redacted><redacted><redacted><redacted><redacted><redacted><redacted><redacted><redacted>**

### Project Plan

A programme plan in outline to describe the steps and stages leading to submission of the following requirements, plan assumptions and dependencies, and your approach to stakeholder engagement to be submitted with the tender. This plan should be updated within 10 days of contract start following initial contract meetings, in agreement with the Contract Manager.

### Progress report frequency

The Supplier will produce a report and share it with the Buyer every two weeks. The format of the report will be agreed between the Supplier and Buyer within 10 days of the Call-off start date.

### Progress meeting frequency

To take place every two weeks on a date to be arranged within 10 days of the Call-off start date, in agreement with the Contract Manager

### Key staff

**<redacted><redacted><redacted><redacted><redacted><redacted><redacted><redacted><redacted><redacted><redacted><redacted>**

**<redacted><redacted><redacted><redacted><redacted><redacted><redacted><redacted><redacted><redacted><redacted><redacted><redacted><redacted><redacted>**

### Key subcontractor(s)

Not applicable

### Commercially sensitive information

Not applicable

Notwithstanding the foregoing, any information relating to: Personal information (CV’s, contact details etc.); Pricing and details of Supplier’s cost base; Insurance arrangements; Proprietary information; and/or approach and/or methodologies, is commercially sensitive/confidential and exempt from disclosure under the Freedom of Information Act 2000 (“FOIA”). If a request to disclose such information is received, the Parties will work together and consider the applicability of any FOIA exemptions.

### Service credits

Not applicable

Any project timeline is indicative and intended solely for planning purposes.

### Supplier shall only be accountable for failures to meet Service Levels and/or milestones where due to its act or omission.

### Additional insurances

Not applicable

### Guarantee

Not applicable

### Buyer’s environmental and social value policy

CT196 – Environmental Policy in Procurement. Appended at Call Off Schedule 25.

[Procurement Policy Note 06/20 – taking account of social value in the award of central government contracts - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts). Appended at Call Off Schedule 26.

### The Buyer will supply the Supplier with any internal policies, codes, standards or procedures that the Buyer requires the Supplier complies with as part of the provision of the Services prior to the start of the Services. The Supplier must only comply with such policies, codes, standards or procedures if they do not: (i) increase the costs of the Supplier; (ii) increase the scope of the Services, or; (iii) conflict with any policy or regulatory obligation of the Supplier.

### 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:

Name: **<redacted><redacted>**

Role: Partner

Date:

**For and on behalf of the Buyer**:

Signature:

Name: **<redacted><redacted>**

Role: Commercial Category Manager

Date: