

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

### Order Form

CALL-OFF REFERENCE: CPD4128035

THE BUYER: Department for Levelling Up, Housing & Communities

BUYER ADDRESS Fry Building, 2 Marsham Street, London, SW1P 4DF

THE SUPPLIER: McKinsey & Company, Inc. United Kingdom

SUPPLIER ADDRESS: The Post Building, 100 Museum Street, London, WC1A 1PB

REGISTRATION NUMBER: FC012665

### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 20 December 2024.

It's issued under the Framework Contract with the reference number RM6187 for the provision of Standby Management Consultancy & Professional Services (Strategy).

### CALL-OFF LOT(S):

Lot 2: Strategy and 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 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 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**

- Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 3 (Continuous Improvement)
  - Call-Off Schedule 5 (Pricing Details)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 14 (Service Levels)
  - Call-Off Schedule 15 (Call-Off Contract Management)
  - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms
  5. Joint Schedule 5 (Corporate Social Responsibility)
  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 special terms**

The following Special Terms are incorporated into this Call-Off Contract:

**Special Term 1:** <REDACTED>, <REDACTED>

**Special Term 2:** <REDACTED>, <REDACTED>

**Special Term 3:** <REDACTED>, <REDACTED>

**Special Clause 4:** <REDACTED>, <REDACTED>

**Special Clause 5:** <REDACTED>, <REDACTED>

### **Call-Off Special Term 6 – Call-Off Schedule 9 Security**

<REDACTED>, <REDACTED>

**Call-off start date:** 6 January 2025

**Call-off expiry date:** 5 January 2028

**Call-off initial period:** 3 Years

**Call-off Optional Extension Period:** Two further periods of one (1) year (3+1+1).

### **Call-off deliverables:**

See details in Call-Off Schedule 20 (Call-Off Specification)

### **Security**

Long form security requirements apply.

For the purposes of Call-Off Schedule 9, the Supplier's Information Security Program Overview shall be deemed to satisfy the Information Security Management System/ Security Management Plan requirements and shall serve as the Supplier's Security Management Plan.

### **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: £2,399,000 (excluding VAT).

### **Call-off charges**

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

The Call-Off Contract Charges are on a fixed price basis excluding VAT (inclusive of all expenses).

The maximum value of this Call-Off Contract is **£11,995,000 (excluding VAT)**. This applies to the initial term and any subsequent extension periods.

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.

### **Reimbursable expenses**

None. The Supplier's Charges includes all expenses.

### **Payment method**

BACS/ Electronic Invoice.

Invoices must quote the Buyer's contract number and purchase order number (to be confirmed) along with appropriate description of work completed and timesheets which have been approved by the Buyer. Failure to do so may result in a delay in payment for which the Buyer cannot be held responsible.

### **Buyer's invoice address**

<REDACTED>

<REDACTED>

<REDACTED>

<REDACTED>

<REDACTED>

<REDACTED>

<REDACTED>

### **FINANCIAL TRANSPARENCY OBJECTIVES**

The Financial Transparency Objectives apply to this Call-Off Contract.

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**Buyer's authorised representative**

&lt;REDACTED&gt;

&lt;REDACTED&gt;

&lt;REDACTED&gt;

**Buyer's security policy**

Available online at: <https://www.government/publications/security-policy-framework/hmg-security-policy-framework>.

**Supplier's authorised representative**

&lt;REDACTED&gt;

&lt;REDACTED&gt;

&lt;REDACTED&gt;

**Supplier's contract manager**

&lt;REDACTED&gt;

&lt;REDACTED&gt;

&lt;REDACTED&gt;

**Progress report frequency**

Weekly or ad-hoc.

**Progress meeting frequency**

Weekly or ad-hoc.

**Key staff**

The Supplier shall provide staff to fulfil the following roles:

- Analyst / Junior Consultant
- Consultant
- Senior Consultant / Engagement Manager / Project Lead
- Principal Consultant / Associate Director
- Managing Consultant / Director
- Partner

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**Key subcontractor(s)**

Baringa Partners LLP  
Company Registration Number: OC303471  
62 Buckingham Gate, London, SW1E 6AJ

Contact Details: <REDACTED>. <REDACTED> Services to be provided: Strategy and Implementation Technical Support

AtkinsRéalis PPS Limited  
Company number 02236832  
Registered office: Woodcote Grove, Ashley Road, Epsom, Surrey, KT18 5BW

Contact Details: <REDACTED>, <REDACTED> Services to be provided: Expert Resources on topics such as Affordable Housing

**Commercially sensitive information**

See details in Joint Schedule 4 (Commercially Sensitive Information).

**Service credits**

Not applicable.

**Additional insurances**

Not applicable.

**Guarantee**

Not applicable.

**Buyer's environmental and social value policy**

Available online at:

<https://www.gov.uk/government/collections/greening-government-commitments>.

**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:

Role:

Date:

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

Signature:

Name:

Role:

Date: