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

|  |  |
| --- | --- |
| **Order Form** |  |
| CALL-OFF REFERENCE: | Project 2454 |
| THE BUYER: | Secretary of State for Business and Trade (DBT) |
| BUYER ADDRESS | Old Admiralty Building, London, SW1A 2DY |
| THE SUPPLIER: | Deloitte LLP |
| SUPPLIER ADDRESS: | 1 New Street Square, EC4A 3HQ |
| REGISTRATION NUMBER: | OC 303675 |
| DUNS NUMBER: | 364807771 |

**Applicable framework contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 24/10/2023 It’s issued under the Framework Contract with the reference number RM6187 for the provision of Ukraine Reconstruction Industry Advisor services

**CALL-OFF LOT(S):**

Lot 8 – Infrastructure including Transport

**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 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 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)

**Call-Off Schedules**

* + Call-Off Schedule 1 (Transparency Reports)
  + 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 16 (Benchmarking)
  + Call-Off Schedule 18 (Background Checks)

1. CCS Core Terms
2. Joint Schedule 5 (Corporate Social Responsibility)
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 as set out in Appendix 1 to this Call Off Order Form

|  |  |
| --- | --- |
| **Call-off start date:** | **24th October 2023** |
| **Call-off expiry date:** | **9th April 2024** |
| **Call-off initial period:** | 6 months |
| **Call-off Extension period:** | **Up to 30th March 2025. The contract has 6** |

**monthly review points at which the business will take decision whether to extend.**

**Call-off deliverables:**

As set out in Call-Off Schedule 20 (Specification)

**Security**

Short form security requirements apply

**and**



**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 up to £1,000,000. In the event the Call Off Contract is extended in accordance with Clause 10.1.2, the Estimated Year 2 Charges shall be £1,000,000

**Call-off charges**

The Charges for this Contract shall be calculated in accordance with Special Term 1 at Appendix 1 of this Order Form. The charges are detailed in Annexe B Supplier

Pricing.

Unless otherwise agreed by the Parties, all changes to the Charges must use procedures 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)

and for the avoidance of doubt the terms of Framework Schedule 3 paragraph 5 shall be deemed to apply.

**Reimbursable expenses**

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

**Payment method**

Payment will be made by BACS.

The Supplier shall submit any invoices to the Buyer within 20 days of the end of each Month.

Additionally, a breakdown of the Deliverables completed, the tasks carried out and hours worked must be provided to the Buyer’s Authorised Representative for Approval. The DBT Authorised Representative will be responsible for Approval before each invoice is submitted to the Buyer for payment.

The Supplier shall send its invoices in the following format:

* All invoices must be sent by email to the email address below;
* Invoices must be a PDF attachment;
* Where multiple invoices are submitted on one email the Supplier shall ensure that each invoice forms a separate attachment to the invoice.

In addition to the information required under Clause 4.5 of the Core Terms, the Supplier must include the following information in each invoice:

* An invoice number
* An invoice date
* VAT registration number (where applicable)
* Your Company address and contact details
* A valid Purchase Order number which must be printed – invoices without a

PO will be returned to the Supplier to be resubmitted

* Supplier’s bank details

**Buyer’s invoice address**

Department for Business and Trade c/o UK SBS,

Queensway House

West Precinct

Billingham

TS23 2NF

Email: ap@uksbs.co.uk

Telephone: 03332079122

**FINANCIAL TRANSPARENCY OBJECTIVES**

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

**Buyer’s authorised representative**

REDACTED

REDACTED

**Buyer’s security policy**

Details above in ‘Security’

**Supplier’s authorised representative**

REDACTED

**Supplier’s contract manager** REDACTED

**Progress report frequency**

Fortnightly

**Progress meeting frequency**

Fortnightly

**Key staff**

Per Call Off Schedule 4 Suppliers tender

**Key subcontractor(s)**

Ove Arup & Partners Limited

**Commercially sensitive information**

Per 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 on request

**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 CallOff 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

Name: REDACTED

Role: REDACTED

Date: 27/10/2023

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

Signature: REDACTED

Name: REDACTED

Role: REDACTED

Date: 27/10/2023

Appendix 1

Special Term 1

1. **Definitions**

* 1. The following words shall have the following meanings and such definitions shall be added to Joint Schedule 1 (Definitions):

|  |  |
| --- | --- |
| **“Buyer Materials”** | means any Buyer data, Buyer equipment, computer systems, software, documents, copy, Intellectual Property Rights, artwork, logos and any other materials or information owned by or licensed to the Buyer which are provided to the Supplier by or on behalf of the Buyer; |
| **“Achieve”** | For the purposes of this Special Term 1, “**Achieve**” shall mean to successfully meet the milestone achievement criteria identified in the Statement of Work for the relevant Project and the issue of an email from the Buyer’s Authorised Representative confirming that such satisfaction criteria have been met and "**Achieved**", "**Achieving**" and "**Achievement**" shall be construed accordingly; |
| **“Instructions”** | has the meaning given to it in Clause 3.1 of this Special Term; |
| **“Project”** | a group of Deliverables and/or subset of Services specified in a Statement of Work; |
| “**Statement of Work**” | means a document substantially in the form set out in Annex A (Statement of Work Template) to refine the relevant work package Deliverables, as agreed and signed by the Parties; |
| **“Capped Price”** | the maximum amount that the Supplier may Charge the Buyer for the Services to be performed under a  Statement of Work as set out in that Statement of Work calculated in accordance with Paragraph 6 of this  Special Term;; |
| **“Rates”** | The Supplier’s rates set out in Annex B; |

1. **Statements of Work**
   1. Nothing agreed in a Statement of Work or a variation to a Statement of Work shall result in a substantial modification to the Contract (within the meaning of the Regulations and the Law) for the avoidance of doubt a substantial modification may include but is not limited to:
      1. a material variation of the Services procured under this Contract;
      2. an increase in the Charges agreed under this Contract; and
      3. a change in the economic balance between the Parties to the detriment of the Client that is not provided for in this Call-Off Contract.
   2. The Buyer does not commit to commissioning any Statements of Work under this Contract.
2. **Agreement of Statement of Work** 
   1. The Buyer shall provide a description of the Services required for the relevant Project (the “**Instructions**”) to the Supplier including:
      1. proposed Project start date and end date;
      2. key Deliverables;
      3. any Buyer Materials the Buyer believes are necessary to deliver the Project;
      4. any other information that the Buyer considers necessary.
   2. The Supplier shall provide a draft Statement of Work for that Project to the Buyer for its Approval within five (5) working days of receiving the Instructions.
   3. The draft Statement of Work shall set out how the Supplier proposes to deliver the Project and must include as a minimum:
      1. a project plan for the delivery of the Project;
      2. a summary of all dependencies known to, or which should reasonably be known to, the Supplier;
      3. the milestone achievement criteria which must be satisfied for any Project Deliverables to be Achieved;
      4. an estimated Capped Price for all Services to be provided in respect of the Project which shall comply with the Charges provisions in the Order Form;
      5. a breakdown of the costs underpinning the Capped Price with reference to the Rates; and
      6. any other information reasonably required by the Buyer.
   4. The draft Statement of Work shall be consistent in all material respects with the Instructions.
   5. Subject to Clause 5.1 of this Special Term, following receipt of the draft Statement of Work from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Statement of Work. The agreed Statement of Work will be signed by authorised representatives of both Parties. If the Parties are unable to agree the contents of the Statement of Work within twenty (20) Working Days of its submission by the Supplier, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
   6. Once signed by both Parties a Statement of Works shall form part of the Contract.

1. **Performance of Statement of Work**
   1. The Supplier shall ensure that each Project is Delivered in accordance with the terms of the Statement of Work, save for default on the part of the Buyer or for reasons outside of its reasonable control.
   2. When performing the Statement of Work the Supplier shall:
      1. comply with the terms of Contract (save in the event of a conflict between the terms of a Statement of Work and the Call Off Contract in which case the terms of the Statement of Work shall take precedence);
      2. comply with all reasonable Buyer instructions regarding the

Project, as long as these instructions do not materially amend the Statement of Work (unless the amendment has been agreed in accordance with Clause 4.4 of this Special Term);

* + 1. keep Buyer Materials under its control safe and secure and in accordance with any security policy provided by the Buyer; and
    2. Achieve all Deliverables by any dates set out in the applicable Statement of Work or such other date(s) as are agreed by the Parties in writing.
  1. The Supplier shall monitor its performance against the Statement of Work and report to the Buyer on such performance at fortnightly review meetings.
  2. Subject to Clause 2.1 of this Special Term, the Parties may agree changes to the Statement of Work where such changes are made in writing and signed by authorised representatives of both Parties.

1. **Termination of Statement of Work**
   1. The Buyer may terminate a Statement of Work for any reason before the Statement of Work start date and shall not be liable for any costs incurred by the Supplier in respect of that Project.
   2. If any of the following events happen, the Buyer has the right to immediately terminate a Statement of Work by notifying the Supplier of such termination in writing:
      1. there is a Default of the Statement of Work that is not corrected in line with an accepted Rectification Plan;
      2. the Supplier does not provide a Rectification Plan within 10 days of the request;
      3. there is any material Default of the Statement of Work;
      4. there is a Default of Clauses 2.10, 6, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Statement of Work;
      5. there is a consistent repeated failure to meet the Service

Levels that relate to the Statement of Work;

* + 1. the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.
  1. Where a Party terminates a Statement of Work under any of Clause 5.2 of this Special Term all of the following apply:
     1. The Buyer’s payment obligations under the terminated

Statement of Work stop immediately. For the avoidance of doubt, the

Supplier shall be entitled to payment from the Buyer for the

Deliverables Delivered in whole or in part under the relevant

Statement of Work up to the date of termination specified in the termination notice. Where a part deliverable is delivered, any payment will be proportionate to the deliverable received.

* + 1. Accumulated rights of the Parties are not affected.
    2. The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the Statement of Work termination date. 5.3.4. The Supplier must promptly delete or return the Government Data except where required to retain copies by Law and for regulatory purposes.

5.3.5. The Supplier must promptly return any of the Buyer’s property including the Buyer Materials provided under the terminated Contract.

* 1. The rights in this clause shall be without prejudice to any other Rights the Buyer may have under the Contract.
  2. Supplier may terminate the Call-Off Contract on written notice to the Buyer if the performance of any part of the Services would conflict with law, professional rules or Supplier’s independence. Supplier will provide as much notice to Buyer as is reasonably possible and will work with Buyer to seek to mitigate any impact on the Services.

1. **Capped Price**
   1. Where a Capped Price was submitted by the Supplier in its Tender for a Deliverable, the Capped Price in the Statement of Work shall be the tendered Capped Price for that Deliverable as set out in Annex B to this

Special Term.

* 1. Where a Capped Price was not submitted by the Supplier in its Tender for the Deliverable, the Supplier shall estimate the Supplier Staff time needed to perform the Services required under the Statement of Work and such estimate shall be Approved by the Buyer and agreed in the signed Statement of Work as the Capped Price.

1. **Charges**
   1. The Buyer agrees to pay the Supplier on a time and materials basis for work performed by the Supplier's Staff under a Statement of Work up to the Capped Price.
   2. The Buyer shall not be liable for any amount that exceeds the Capped Price unless such amount has been agreed by both Parties in writing as a variation to the Statement of Work.
   3. All Charges for Supplier Staff time shall be calculated using the Rates.
   4. The Charges shall be paid on the Achievement of the milestones set out in the Statement of Work or as otherwise agreed between the Parties in the Statement of Work.
   5. For the avoidance of doubt, paragraphs 3 and 4 of Framework Schedule 3 (Framework Prices) shall apply to the Charges.

**Annex A** **Statement of Work Annex 1**

**Statement of Work Template**

This Statement of Work is issued under and in accordance with the Contract entered into between the Parties with a Start Date of [*Insert date contract signed*].

The terms of this Statement of Work only apply to the relevant Project to be delivered under that Statement of Work, and not to any other Statement of Work, or to the provision of the Services as a whole.

Once signed by both Parties this Statement of Work shall form part of the Contract.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | *Set out a short description of the Project.* |  | | | | |
|  |
|  | *Set out the start date for this Project and its duration and the likely* | | | | |  |
| *end date if known– state whether for a fixed term or an initial term and then rolling subject to notice.* | | | | |
|  | *Set out a description of the Deliverables to be supplied by the* | | | *ons ks.* | | |
| *Supplier for this Project with reference to the Project Instructi which should be added as an annex to the Statement of Wor* | | |
|  | *Set out the timing of each phase of the project, any key dates* | | | *n)* | | |
| *and/ or delivery of the Services and/or the Deliverables (if know* | | |
|  | *Set out any milestones that must be Achieved and the milestone* | | | |  | |
| *achievement criteria for each milestone.* | | | |
|  | *Set out any service levels that are specific to this Project* | |  | | | |
|  | |

**Project:**

**Project period**

**Deliverables**

**Project plan:**

**Milestones**

**Service Levels**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | *Set out the calculation of the Contract Charges payable to* | |  | | | |
| *Supplier for this Project e.g. details of any Capped Price.*  *Set out any payment terms specific to the Project.*  Please refer to the Contract for further details of the Charges. | |
|  | *Set out details of the materials or information to be provided to the* | | | | |  |
| *Supplier.* | | | | |
|  | *Set out any dependencies* |  | | | | |
|  |
|  | *Set out any special terms that are intended to take precedence* | | | | *nts* | |
| *over the Call-Off Terms and/or the Schedules to the Call-Off Terms such as, security requirements, warranties, specific insurance requirements, any specific data reporting requireme etc..* | | | |
|  | *Set out details of the key personnel from the Supplier for this* | | |  | | |
| *Project if relevant.* | | |
|  | *Set out details of the person(s) who have the authority to agree* | | | |  | |
| *day to day decisions on behalf of Supplier for this project.* | | | |
|  | *Set out details of the person(s) who have the authority to agree* | | | |  | |
| *day to day decisions on behalf of Buyer for this Project.* | | | |

**Contract Charges:**

**Buyer Materials:**

**Dependencies** **Special Terms:**

**Key Individuals:**

**Authorised Supplier Approver:**

**Authorised Buyer Approver:**

Signed by:…………………………….......... by (print name):……………………………………….

As Supplier Authorised Approver for and on behalf of

[Supplier]

Date……….....................................................................

Signed by:………………………………………..........

by (print name):……………………………………….

As Buyer Authorised Approver for and on behalf of

[Buyer]

Date………...................................................................

**Annex B - Supplier Pricing**

# Supplier Rates (T&M)

|  |  |
| --- | --- |
| **Staff Grade** | **Day**  **Rate (£)** |
| Partner | REDACTED |
| Managing  Consultancy / Director | REDACTED |
| Principal  Consultant /  Associate  Director | REDACTED |
| Senior  Consultant /  Engagement  Manager /  Project Lead | REDACTED |
| Consultant | REDACTED |
| Analyst /  Junior  Consultant | REDACTED |

Capped Price – Fixed Deliverable

|  |  |
| --- | --- |
| Fixed Cost  Deliverable  (Market Access  Report) | REDACTED |