

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

Order Form

CALL-OFF REFERENCE:	Con_24448
THE BUYER:	Ministry of Justice on behalf of the Secretary of State for Justice
BUYER ADDRESS	Ministry of Justice 102 Petty France London SW1H 9AJ
THE SUPPLIER:	Deloitte LLP
SUPPLIER ADDRESS:	1 New Street Square, London, EC4A 3HQ
REGISTRATION NUMBER:	OC303675
DUNS NUMBER:	364807771
SID4GOV ID:	364807771

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 25th November 2024.

It's issued under the Framework Contract with the reference number RM6187 for the provision of Consultancy Advice for High Side Infrastructure.

CALL-OFF LOT(S):

Lot 3 – Complex and 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 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 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 9 (Security)
 - 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:

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.

Special Term 2 :

Supplier's tender is true and accurate to the best of its knowledge and is based on the accuracy of the information supplied by the Buyer and/or on its behalf

Special Term 3 :

If the scope of the Services, assumptions, dependencies, content of the ITT and/or Buyer responsibilities prove to be inaccurate, the Parties will address this as a Variation.

Special Term 4:

Supplier Existing IPR includes any enhancements and/or modifications developed in

the course of providing the Services.

Special Term 5:

The Deliverables are for 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.

Special Term 6:

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.

Special Term 7:

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 and publication 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.

Special Term 8:

Buyer will not require any Supplier staff to enter into direct confidentiality agreement(s).

Special Term 9:

Access to relevant Buyer stakeholders will be in a timely manner and supportive of the timescales to achieve the statement of requirements. This includes discovery interviews, follow up meetings, review of iterative versions of the report, approval of the final report, etc.

Special Term 10:

Buyer will be able to provide accurate and up to date documentation and data, such as technical artefacts, financial information to support option costing, etc. to support options analysis, development and costings, supplying this in a timely manner and supportive of the timescales to achieve the statement of requirements

Special Term 11:

Buyer will formally engage Partner agencies where required to understand opportunities to utilise existing systems and infrastructure

Call-off start date: **25th November 2024**

Call-off expiry date: **25th February 2025**

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

Extension Options:

None

Call-off deliverables:

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

Security

Short form security requirements apply

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: £193,800

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

Reimbursable expenses

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

Payment method

A central purchase order number will be provided by the Authority. All invoices must be sent, quoting a valid purchase order number (PO Number) and Contract reference. You must be in receipt of a valid PO Number before submitting an invoice.

Buyer's invoice address

SSCL
Ministry of Justice
APinvoices-MOJ-U@gov.sscl.com
Ministry of Justice

102 Petty France, London SW1H 9GL

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives do not

Buyer's authorised representative

[REDACTED]

Buyer's security policy

available online at:

[Security Guidance \(justice.gov.uk\)](https://www.justice.gov.uk/security-guidance)

Supplier's authorised representative

[REDACTED]

Supplier's contract manager

[REDACTED]

Progress report frequency

Weekly

Progress meeting frequency

Weekly

Key staff

[REDACTED]

Key subcontractor(s)

Not applicable

Commercially sensitive information

Joint Schedule 4

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy

Social Value Policy available online at:

[Social Value Policy](#)

Environmental Policy available online at:

[Ministry of Justice and the environment](#)

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: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

For and on behalf of the Buyer:


Signature: [REDACTED]

Name: [REDACTED]







Role: [REDACTED]

Date: [REDACTED]




CORE TERMS

Core Terms	 RM6187 Core Terms.docx
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JOINT SCHEDULES

Joint Schedule 1 (Definitions)	 RM6187 Joint Schedule-1-Definition
Joint Schedule 2 (Variation Form)	 RM6187-Joint-Sched ule-2_-Variation-Form
Joint Schedule 3 (Insurance Requirements)	 Joint Schedule 3-Insurance Requirem
Joint Schedule 5 (Corporate Social Responsibility)	 RM6187-Joint-Sched ule-5_-Corporate-Soci
Joint Schedule 10 (Rectification Plan)	 Joint Schedule- 10 -Rectification Plan.odt
Joint Schedule 11 (Processing Data)	 RM6187-Joint-Sched ule-11_-Processing-Da

CALL-OFF SCHEDULES

Call-Off Schedule 4 (Call-Off Tender)	[REDACTED]
Call-Off Schedule 5 (Pricing Details)	[REDACTED]
Call-Off Schedule 7 (Key Supplier Staff)	 Call Off Schedule-7-Key Supp
Call-Off Schedule 9 (Security)	 Call Off-Schedule-9 -Security.odt
Call-Off Schedule 20 (Call-Off Specification)	 Call Off Schedule 20-Specification.odt