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

Order Form

CALL-OFF REFERENCE:	CCCC22A19 - Provision of Accelerating Service Transformation Delivery for Cabinet Office. Lot 1 – Work Package 1a and 1b Lot 2 – Work Package 2
THE BUYER:	Cabinet Office
BUYER ADDRESS	REDACTED TEXT under FOIA Section 40, Personal Information
THE SUPPLIER:	The Boston Consulting Group Limited
SUPPLIER ADDRESS:	REDACTED TEXT under FOIA Section 40, Personal information
REGISTRATION NUMBER:	OC359103
DUNS NUMBER:	216961173

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 9th January 2023.

It's issued under the Framework Contract with the reference number RM6187 for the provision of Accelerating Service Transformation Delivery for Cabinet Office.

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) Mandatory
- Joint Schedule 2 (Variation Form) Mandatory
- Joint Schedule 3 (Insurance Requirements) Mandatory
- Joint Schedule 4 (Commercially Sensitive Information) Mandatory
- Joint Schedule 6 (Key Subcontractors) Optional
- 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 7 (Key Supplier Staff) Optional
- Call-Off Schedule 9 (Security) Optional
- Call-Off Schedule 10 (Exit Management) Optional
- Call-Off Schedule 20 (Call-Off Specification) Optional
- 4. CCS Core Terms
- 5. Joint Schedule 5 (Corporate Social Responsibility) Mandatory
- 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:

None

Call-off start date:

17th January 2023

Call-off expiry date: 16th January 2024

Call-off initial period: 1 year

CALL-OFF OPTIONAL EXTENSION PERIOD

Two periods of 12 months (total period 1 + 1 + 1).

Call-off deliverables:

See details in Annex B and Call-Off Schedule 20 (Call-Off Specification)

The Supplier will deliver the outcomes specified in accordance with the detailed delivery plan agreed with CDDO.

Following completion of deliverables detailed fully in Call-Off Schedule 20, no further work will be carried out without relevant approvals in place and confirmation with Supplier.

Security

Short form security requirements apply. See details in Call-Off Schedule 9 (Security).

Maximum liability

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

Estimated Year 1 Charges of the Contract. **REDACTED TEXT under FOIA Section 43 Commercial Interests**.

Call-off charges

See details in Annex A and 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

N/A.

Payment method BACS.

Buyer's invoice address REDACTED TEXT under FOIA Section 40, Personal Information

Invoices should be submitted electronically to:

REDACTED TEXT under FOIA Section 40, Personal Information

The Buyer expects invoicing to be monthly in arrears.

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables which will be agreed monthly between the Buyer and the Supplier once work is underway.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

FINANCIAL TRANSPARENCY OBJECTIVES

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

Buyer's authorised representative

REDACTED TEXT under FOIA Section 40, Personal Information

Buyer's security policy

N/A

Supplier's authorised representative REDACTED TEXT under FOIA Section 40, Personal Information

Supplier's contract manager REDACTED TEXT under FOIA Section 40, Personal Information

Progress report frequency Weekly.

Progress meeting frequency Weekly.

Key staff

As indicated in the Supplier's responses to the following evaluation questions:

Lot 1 – Work Packages 1 and 1 b – Question 4.4 Lot 2 – Work Package 2 – Question 4.3.

The responses can be viewed in Call-Off Schedule 4 (Call-Off Tender).

Key subcontractor(s)

REDACTED TEXT under FOIA Section 43 Commercial Interests.

Commercially sensitive information N/A

Service credits N/A

Additional insurances N/A

Guarantee N/A

Buyer's environmental and social value policy Not Provided

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 TEXT under FOIA Section 40, Personal Information

Name: REDACTED TEXT under FOIA Section 40, Personal Information

Role: REDACTED TEXT under FOIA Section 40, Personal Information

Date: 24 January 2023

For and on behalf of the Buyer:

Signature: REDACTED TEXT under FOIA Section 40, Personal Information

Name: REDACTED TEXT under FOIA Section 40, Personal Information

Role: REDACTED TEXT under FOIA Section 40, Personal Information

Date: 24 January 2023

Annex 1: Pricing Details

The Initial Lot 1 – Work Package 1a and 1b will be completed at the firm rate of **REDACTED TEXT under FOIA Section 43 Commercial Interests**.

The Initial Lot 2 – Work Package 2 will be completed at the firm rate of **REDACTED TEXT** under FOIA Section 43 Commercial Interests.

The total rate for Lot 1 and Lot 2 is: **REDACTED TEXT under FOIA Section 43 Commercial Interests**.

(In the event any further work is undertaken via this Contract during the Contract Extension period(s), this will be the subject of separate pricing, agreed between the parties. The maximum Contract Value including all extension options will not exceed **REDACTED TEXT under FOIA Section 43 Commercial Interests**.

Rates include all expenses but exclude VAT.

A breakdown of how the rates for Lot 1 and Lot 2 are comprised is included in Call-Off Schedule 5.

Annex 2: Scope of requirements

REDACTED TEXT under FOIA Section 43 Commercial Interests.