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

Order Form

CALL-OFF REFERENCE:	C331903
THE BUYER:	Secretary of State for Health and Social Care acting as part of the Crown
BUYER ADDRESS:	39 Victoria Street, London, SW1H 0EU
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 27/01/2025. It's issued under the Framework Contract with the reference number RM6187 for the provision of **Supporting the Development of DHSC Commercial Strategy**.

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:

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

Special Term 1 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is

(i) specified in this 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 – the Supplier agrees that as part of this Call-off Contract it will abide by a set of management processes, barriers, and disciplines to procure that conflicts of interest do not arise between the Supplier's internal resources/ teams relating to Atamis Ltd. as they pertain to the ITT Process to procure that no unfair competitive advantage (for Deloitte, for Other Bidders or for Atamis Ltd.) can be gained, and to ensure that the Buyer can run an open and transparent ITT Process. This means that the Supplier will; 1) ensure that any Conflicted Personnel and any future Bid Team are independent of each other; and 2) ensure that any information or insight gained from the Services contained within this Call-Off Contract, however conveyed, will not be made available to the future Bid Team or Deloitte staff working directly with Atamis Ltd.

Whereby the defined terms have the following meanings:

• "ITT Process" means the future DHSC owned and managed re-procurement of the Health Family Single e-Commercial System, where the current incumbent supplier is Atamis Ltd. Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2018

- "Other Bidders" means any systems vendor, supplier or supplier consortia who could bid as part of the ITT Process.
- "Bid Team" means the Deloitte staff who are responsible for managing and crafting any future proposal materials relating to the ITT Process.
- Conflicted Personnel are the Key Staff (Deloitte) listed as part of this Call-off Contract.
- Atamis Ltd. means the incumbent supplier of the existing health Family e-Commercial system and their executive and management teams.

Call-off start date: 27/01/2025

Call-off expiry date:	31/03/2025
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Call-off initial period: Two months and four days

Call-off deliverables:

Lot 1 - Discover: Set the Scope & Shape the Ambition

 Clearly articulate the current focus and value of DHSC Commercial. Set out why change is needed and for who. Agree the guiding principles and scope of future remit based on DHSCs unique position in the system.

Lot 2 - Prioritise: Identify Strategic Choices

• Prioritise the areas of focus and goals from which DHSC Commercial will drive most value. Be clear on the choices made to stop or delay certain things to enable clarity of focus in delivery.

Lot 3 - Plan: Create a Practical Plan to Deliver

• Develop a clear roadmap that defines how and when DHSC Commercial will deliver prioritised strategic choices. This will include the capability and capacity required, the nature of DHSC's role, as well as what others will need to do differently to enable success.

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: £235,889 excluding VAT.

Call-off charges

Lot 1 - Discover: Set the Scope & Shape the Ambition – \pounds 78,629.66 fixed price Lot 2 - Prioritise: Identify Strategic Choices – \pounds 78,629.66 fixed price

Lot 3 - Plan: Create a Practical Plan to Deliver – £78,629.66 fixed price

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

Not applicable

Payment method

Via BACS within 30 days of receiving a valid invoice.

All invoices must be sent to <u>accountspayable@dhsc.gov.uk</u> quoting a valid Purchase Order number.

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

If you have a query regarding an outstanding payment, please contact our Accounts Payable section on the email address above.

Buyer's invoice address

Accountspayable@dhsc.gov.uk

FINANCIAL TRANSPARENCY OBJECTIVES

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

Buyer's authorised representative

Stuart Nelson Chief Commercial Officer Stuart Nelson@dhsc.gov.uk

Buyer's security policy Available online.

Supplier's authorised representative

Fiona Downing Partner fdowning@deloitte.co.uk 1 New Street Square, London, EC4A 3HQ

Supplier's contract manager

Will Saddington

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Director

wsaddington@deloitte.co.uk 1 New Street Square, London, EC4A 3HQ

Progress report frequency

Not applicable

Progress meeting frequency

Weekly update call; fortnightly progress meeting

Key staff Fiona Downing – Engagement Partner Will Saddington – Project Director

Key subcontractor(s)

Not applicable

Commercially sensitive information

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") and as management information to Third Party Bodies. 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

Additional insurances

Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy

Available online

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:	For and on behalf of the Buyer:
Signature: <i>Downing</i> Name: Fiona Downing	Signature: Alex Baker
Role: Partner	Name: Alex Baker
Date: 28 January 2025	Role: Commercial Lead
	Date:28 th January 2025

Call-Off Schedule 4 (Call Off Tender)

