

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

Order Form

CALL-OFF REFERENCE:	708607450
THE BUYER:	UK Strategic Command Commercial
BUYER ADDRESS	UK Strategic Command, MoD, Filton, Abbey Wood, Larch 3b, BS34 8JH
THE SUPPLIER:	Deloitte
SUPPLIER ADDRESS:	1 New Street Square, London EC4A 3HQ
REGISTRATION NUMBER:	OC303675
DUNS NUMBER:	364807771
SID4GOV ID:	-

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 13/09/2023. It's issued under the Framework Contract with the reference number RM6187 for the provision of Project SOLARIUM Phase 2.

CALL-OFF LOT(S):

Lot 3 - Complex & 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 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:

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 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 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 17 (MOD Terms)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.10)
 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: 29 September 2023

Call-off expiry date: 29 March 2024

Call-off initial period: 6 months

Call-off Contract Value: £1,986,880.00 (one million, nine hundred and eighty six thousand, eight hundred and eighty pounds exactly).

Call-off deliverables:

Refer to Attachment 3 – Statement of Requirements

Security

Security Aspect Letter 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:

125% of the Total Contract Value

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

The supplier will provide a breakdown of the anticipated levels of expertise and time required to deliver the outcome of Phase 2 and deliverables associated to each major area of work/work package. The supplier will also provide a monthly payment schedule based on an anticipated delivery schedule. As outlined in para. 6, the release plan/delivery schedule and payment schedule will be agreed with the supplier at contract initiation.

Buyer's invoice address

Invoices will be sent via CP&F.

FINANCIAL TRANSPARENCY OBJECTIVES

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

Buyer's authorised representative

(REDACTED FOR SECURITY PURPOSES – OFFICIAL SENSITIVE)

Buyer's security policy

As referenced within and in accordance with Attachment 3 Statement of Requirement and Call Off and Joint Schedules

Supplier's authorised representative

(REDACTED FOR SECURITY PURPOSES – OFFICIAL SENSITIVE)

Supplier's contract manager

(REDACTED FOR SECURITY PURPOSES – OFFICIAL SENSITIVE)

Progress report frequency

Monthly Progress Review Report (PRM SoR Para 22)

Progress meeting frequency

Monthly contract reviews with the SRO
Progress Review Meetings (PRM) on a fortnightly basis

Key staff

(REDACTED FOR SECURITY PURPOSES – OFFICIAL SENSITIVE)

Key subcontractor(s)

Scrum Inc. Limited

35 Ballards Lane
London, United Kingdom
N3 1XW

On the Mark (UK) Limited

2nd Floor 168 Shoreditch High Street
London, United Kingdom
E1 6RA

Commercially sensitive information

Supplier's Commercially Sensitive Information – RM6187 - Join Schedule 4
Commercially Sensitive Information.

Service credits

As defined in Call-Off Schedule 14 (Service Levels)

Additional insurances

Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)

Guarantee

Not Applicable

Buyer's environmental and social value policy

<https://www.gov.uk/government/publications/social-value-act-information-and-resources/social-value-act-information-and-resources>

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:

(REDACTED FOR SECURITY PURPOSES – OFFICIAL SENSITIVE)

For and on behalf of the Buyer:

(REDACTED FOR SECURITY PURPOSES – OFFICIAL SENSITIVE)