

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

Order Form

CALL-OFF REFERENCE: **con_3663 – Department of Science, Innovation & Technology [REDACTED] Plan Enabling Support**

THE BUYER: Department for Business, Energy and Industrial Strategy

BUYER ADDRESS 1 Victoria Street, London, SW1H 0ET

THE SUPPLIER: MCKINSEY & COMPANY, INC. UNITED KINGDOM

SUPPLIER ADDRESS: 100 Museum Street, London, WC1A 1PB

REGISTRATION NUMBER: FC012665

DUNS NUMBER: 294993308

SID4GOV ID:

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 08 March 2023. It's issued under the Framework Contract with the reference number RM6187 for the provision of consultancy services [REDACTED]

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:

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

Call-Off Schedules

- Call-Off Schedule 5 (Pricing Details) - Optional
- Call-Off Schedule 7 (Key Supplier Staff) - Optional
- Call-Off Schedule 20 (Call-Off Specification)

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: This Call-Off Contract, and the work carried out in relation to it, shall be deemed a Tier 1 contract (following the Crown Commercial Service's Information Note 05/16 on "Open Book Contract Management" and the accompanying OBCM guidance) and accordingly the parties agree that the Buyer's audit and inspection rights under (b)(c) and (h) within the definition of "Audit" in Joint Schedule 1 (Definitions) shall not apply.

Special Term 2: For the avoidance of doubt, the Supplier will not keep accurate records of time spent per consultant grade and will not make them available for inspection or invoicing purposes.

Special Clause 3: The Buyer acknowledges and agrees that any results, options, data, recommendations, analyses, or other information generated by the Deliverables are dependent upon the accuracy of the information processed thereby (including as provided by Buyer), as well as upon Buyer's proper use of the Deliverables. The Supplier does not supplant the Buyer's management or other decision-making bodies and does not guarantee results. The Supplier cannot and will not give medical, regulatory, accounting, public health, policy or legal advice. The Buyer must consider this context and secure appropriate advice prior to it making any decisions in connection with the Services. The Buyer remains solely responsible for its decisions, actions, its use of the Deliverables and its compliance with applicable laws, rules and regulations.

Special Clause 5: The Parties agree and acknowledge that it is not necessary for the Supplier to receive or gain access to any Personal Data to process on behalf of the Buyer for the provision of the defined services under this Call-off Contract. The Buyer will inform the Supplier explicitly and seek its prior written consent if it wishes to supply any Personal Data to the Supplier and in which case the Parties will agree suitable Personal Data protection clauses to ensure the integrity and confidentiality of the Personal Data obtained pursuant to this Call-Off Contract. Joint Schedule 11 (Processing Data) therefore does not apply save that provision regarding the Independent Controller scenario shall be interpreted in a proportionate manner to the low risk nature of the data (business contract data).

Special Clause 6: The Buyer confirms that it has obtained or complied with all relevant statutory and any other applicable provisions and requirements surrounding the authorisation, negotiation, award, signature and any other applicable aspect of this Agreement which includes compliance with applicable procurement legislation and obtaining any necessary internal approvals required to enter into this Agreement.

Call-off start date: 8th March 2023

Call-off expiry date: 31st May 2023

Call-off initial period: 3 months

Call-off deliverables:

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

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:

£475,000 (excluding VAT).

Call-off charges

£475,000 (excluding VAT).

The Call-Off Contract Charges are on a fixed price basis excluding VAT (inclusive of all expenses)

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: The Parties agree that the Supplier's Charges include all expenses.

Payment method

Payments will be linked to delivery of key milestones. BEIS aims to pay all correctly submitted invoices as soon as possible with a target of 10 days from the date of receipt, via BACS and within 30 days at the latest in line with standard terms and conditions of contract.

Buyer's invoice address

1 Victoria Street, Westminster, London, SW1H 0ET

FINANCIAL TRANSPARENCY OBJECTIVES

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

Buyer's authorised representative

[REDACTED]

70 Whitehall, London, SW1A 2AS

Buyer's security policy

<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>

Supplier's authorised representative

[REDACTED]

McKinsey and Company, Inc. United Kingdom
The Post Building, 100 Museum Street, London, WC1A 1PB

Supplier's contract manager

[REDACTED]

McKinsey and Company, Inc. United Kingdom
The Post Building, 100 Museum Street, London, WC1A 1PB

Progress report frequency

To be agreed with Buyer after contract commencement.

Progress meeting frequency

To be agreed with Buyer after contract commencement.

Key staff

See details in Call-Off Schedule 7 (Key Supplier Staff)

Key subcontractor(s)

Not applicable

Commercially sensitive information

Supplier's Proposal (see Call-Off Schedule 4), Supplier pricing breakdowns, Supplier Background Intellectual Property Rights, Supplier personal data. This is consistent with Information listed in Joint Schedule 4 (Commercially Sensitive Information) being Commercially Sensitive Information.

Only Information submitted in relation to the Supplier's Proposal is retained by the Buyer and the Buyer's agent (Crown Commercial Service) and forms part of this order form.

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1030915/beis-environmental-policy.pdf
<https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts>

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.

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

Order Form

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REGISTRATION NUMBER: FC012665

DUNS NUMBER: 294993308

SID4GOV ID:

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 08 March 2023. It's issued under the Framework Contract with the reference number RM6187 for the provision of consultancy services to the DSIT Permanent Secretary in support of the DSIT 100 Day Review.

CALL-OFF LOT(S):

Lot 2: Strategy & Policy

Call-off incorporated terms

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Framework: RM6187
Model version: v3.7

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
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FINANCIAL TRANSPARENCY OBJECTIVES

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Buyer's authorised representative

[REDACTED]

70 Whitehall, London, SW1A 2AS

Buyer's security policy

<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>

Supplier's authorised representative

[REDACTED]

McKinsey and Company, Inc. United Kingdom
The Post Building, 100 Museum Street, London, WC1A 1PB

Supplier's contract manager

[REDACTED]

McKinsey and Company, Inc. United Kingdom
The Post Building, 100 Museum Street, London, WC1A 1PB

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Key staff

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Key subcontractor(s)

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Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

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Buyer's environmental and social value policy

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Framework: RM6187
Model version: v3.7

Signature Area

([dd.mm](#).yyyy | hh:mm:ss)

Organisation Name: -----
Department for Business, Energy & Industrial
Strategy

Role/Title:
[Redacted]

Name:
[Redacted]

Signature: [Redacted]

26 April 2023 | 10:30:45 CEST

Organisation Name:
Mckinsey & Company Inc UK

Role/Title:



Name:



Signature:



30 March 2023 | 15:58:19 CEST

([dd.mm](#).yyyy | hh:mm:ss)
