

Crown Commercial Service

Call-Off Order Form for RM6187 Management Consultancy Framework Three (MCF3)

This document includes guidance that you will need to edit or delete before finalising this order form

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

Order Form

Call-off reference: **[REDACTED]**
The buyer: **Ministry of Justice**

Buyer address: 102 Petty France, London SW1H 9AJ

The supplier: **Deloitte LLP**
Supplier address: **2 New Street Square, London EC41 3BZ**
Registration number: **OC 303675**
DUNS number: **364807771**

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated

4th November 2022

It is issued under the Framework Contract with the reference number **RM6187** for the provision of management consultancy services.

Call-off lot:

Lot 8: Infrastructure including Transport

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 including 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 5 (Corporate Social Responsibility)
- 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 3 (Continuous Improvement)
- Call-Off Schedule 4 (Call-Off Tender)
- Call-Off Schedule 5 (Pricing Details) – Appendix E – Pricing Schedule.
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 13 (Implementation Plan and Testing)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 20 (Call-Off Specification) – Appendix B – Statement of Requirements

Additional Appendices

- Appendix G
- Appendix H
- Appendix I
- Appendix J

4. CCS Core Terms (version 3.0.7)
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:

Amendment to Clause 11.2, Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is a sum equal to one hundred and fifty percent (150%) of the Estimated Yearly Charges unless specified in the Call-Off Order Form.

Amendment to Framework Schedule 3 (Framework Prices) paragraph 4, the Supplier shall only be entitled to be reimbursed by the Buyer for Reimbursable Expenses, when the Authority has approved these prior to any expenses being incurred. All expenses should be in line with the MoJ Travel and Subsistence policy.

Supplier Existing IPR includes any enhancements and/or modifications developed in the course of providing the Services.

The buyer is permitted to share deliverables to other government departments on a hold harmless basis.

During the Services, if the Supplier gives the Buyer draft Deliverables or oral advice, this will be on the understanding that the Buyer will only rely on the final Deliverables, as any draft Deliverables or oral advice are necessarily work in progress and subject to change before they are confirmed in a final Deliverable.

Supplier will agree a process with the Buyer for accepting final Deliverables (including Deliverables that are models, if applicable) and include that in the Call-Off Contract. Once the Buyer has accepted a final Deliverable, the Supplier will not be obliged to update it or monitor its continuing suitability.

During the Services, the Supplier will not audit, test or verify any information given to it, unless the scope of Services includes such an exercise. Further, if the Supplier gives the Buyer spreadsheets or models to illustrate advice, these will not be Deliverables unless they are listed as such in the Call-Off Contract, so they will therefore be given to the Buyer solely on a non-reliance basis.

The Supplier will discuss and agree the specification of any models with the Buyer and set out its agreed proposed content, form and functionality in a specification document. The Supplier will send the Buyer updates and drafts of the model during its development and populate it with the data the Buyer requires. The Supplier will draft user instructions including key assumptions that have been agreed with the

Buyer. Drafts and user instructions should be destroyed once they are superseded by the final version of the model, in order to avoid any confusion over version control.

The Supplier will subject the model to development testing before the final draft version is sent to the Buyer for the Buyer's own acceptance testing. The Supplier recommends that the Buyer carries out its own testing on it, so the Buyer can verify that it meets its requirements. Under the model release process, the Buyer will acknowledge that it has completed its acceptance testing and accept responsibility for the model, including its assumptions, input data, outputs and associated documentation. Please note that given the nature of a model, it is not generally possible to test it to verify that it is error-free.

In order for the Supplier to complete its work to the required standard within anticipated timescales, the Supplier assumes the Buyer will provide on a timely basis (i) instructions and access to Buyer personnel and (if applicable) premises, and (ii) accurate and complete information. The Supplier also assumes that the Buyer will inform it promptly if Buyer requirements change.

Call-off start date: 4th November 2022

Call-off expiry date: 4th December 2025

Call-off initial period: 37 months with an option to extend by a further 6 months.

Call-off deliverables:

See details in Call-Off Schedule 20 (Call-Off Specification) – Appendix B – Statement of Requirements

Maximum liability

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

The Estimated Year 1 Charges used to calculate liability in the first contract year are: £1,000,000.00

Call-off charges

See details in Call-Off Schedule 5 (Pricing Details) – Appendix E – Pricing Schedule.

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

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

Payment method

See details in Call-Off Schedule 20 (Call-Off Specification) – Appendix B – Statement of Requirements

Buyer's invoice address

See details in Call-Off Schedule 20 (Call-Off Specification) – Appendix B – Statement of Requirements

Buyer's authorised representative

See details in Call-Off Schedule 20 (Call-Off Specification) – Appendix B – Statement of Requirements

Buyer's security policy

Please see Appendix I – Security Policy for Contractors

Supplier's authorised representative

[REDACTED]

Supplier's contract manager

[REDACTED]

Progress report frequency

See details in Call-Off Schedule 20 (Call-Off Specification) – Appendix B – Statement of Requirements

Progress meeting frequency

See details in Call-Off Schedule 20 (Call-Off Specification) – Appendix B – Statement of Requirements

Key subcontractor(s)

See details in Joint Schedule 6 (Key Subcontractors)

Commercially sensitive information

See details in Joint Schedule 4 (Commercially Sensitive Information)

Service credits

Not applicable.

Additional insurances

Not applicable.

Guarantee

Not applicable.

Buyer's environmental and social value policy

Not applicable.

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.

Joint Schedule 1 (Definitions)	[REDACTED]
Joint Schedule 2 (Variation Form)	[REDACTED]
Joint Schedule 3 (Insurance Requirements)	[REDACTED]
Joint Schedule 4 (Commercially Sensitive Information)	[REDACTED]
Joint Schedule 5 (Corporate Social Responsibility)	[REDACTED]
Joint Schedule 6 (Key Subcontractors)	[REDACTED]
Joint Schedule 10 (Rectification Plan)	[REDACTED]
Joint Schedule 11 (Processing Data)	[REDACTED]
Call-Off Schedule 1 (Transparency Reports)	[REDACTED]
Call-Off Schedule 3 (Continuous Improvement)	[REDACTED]
Call-Off Schedule 4 (Call-Off Tender)	[REDACTED]
Call-Off Schedule 5 (Pricing Details) – Appendix E – Pricing Schedule.	[REDACTED]

Call-Off Schedule 7 (Key Supplier Staff)	[REDACTED]
Call-Off Schedule 8 (Business Continuity and Disaster Recovery)	[REDACTED]
Call-Off Schedule 9 (Security)	[REDACTED]
Call-Off Schedule 10 (Exit Management)	[REDACTED]
Call-Off Schedule 13 (Implementation Plan and Testing)	[REDACTED]
Call-Off Schedule 15 (Call-Off Contract Management)	[REDACTED]
Call-Off Schedule 20 (Call-Off Specification) – Appendix B – Statement of Requirements	[REDACTED]
Appendix G	[REDACTED]
Appendix H	[REDACTED]
Appendix I	[REDACTED]
Appendix J	[REDACTED]

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]