

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

Order Form

CALL-OFF REFERENCE:	Commercial Consultancy Support for CCMD – Con_22953
THE BUYER:	Ministry of Justice (“MoJ”)
BUYER ADDRESS	10 South Colonnade, Canary Wharf, London E14 4PU
THE SUPPLIER:	PricewaterhouseCoopers LLP
SUPPLIER ADDRESS:	1 Embankment Place, London, WC2N 6RH
REGISTRATION NUMBER:	OC303525
DUNS NUMBER:	[REDACTED]
SID4GOV ID:	[REDACTED]

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 10th November 2023. It’s issued under the Framework Contract with the reference number RM6187 for the provision of Commercial Consultancy Advice and Support.

Call-Off Lot:

[REDACTED]

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 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 9 (Security) - Part A : Short Form
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 20 (Call-Off Specification)

4. CCS Core Terms
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:

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 and/or any Work Package; 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 acknowledges and agrees that its provision of the Services under this Contract may cause conflicts of interest to arise where its involvement in any stage of a procurement procedure as the Supplier of the Services under this Contract is in conflict with its ability to submit a bid or participate in the submission of a bid for that procurement. The Supplier agrees that:

- (a) where the Buyer determines at its sole discretion that such conflict exists or may exist in relation to a procurement, the Supplier shall not, directly or indirectly, submit a bid or participate in the submission of a bid for the relevant procurement; and
- (b) It:
 - (i) shall not decline any Work Package on the basis that the Supplier intends to submit a bid or participate in the submission of a bid for the resulting procurement; and
 - (j) would be precluded from bidding for that procurement in any event due to receiving prior knowledge of the requirement.

Call-off start date: 10th November 2023

Call-off expiry date: 10th November 2025

Call-off initial period: 24 (twenty-four) months

Call-off extension period: 12 (twelve) months

The fee rates set out in Call-Off Schedule 5 (Pricing Details) will be fixed for the original 24 (twenty-four) months duration and the Parties will consider indexation should the Contract be extended.

Call-off deliverables:

[REDACTED]

Security

Part A: 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 £2.5m

Call-off charges

[REDACTED]

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

[REDACTED]

Reimbursable expenses

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4 and details will be set out in the Work packages (if any).

[REDACTED]

Payment method

[REDACTED]

Buyer's invoice address

[REDACTED]

FINANCIAL TRANSPARENCY OBJECTIVES

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

Buyer's authorised representative

[REDACTED]

Buyer's security policy

Available here:

[REDACTED]

Supplier's authorised representative

[REDACTED]

Supplier's contract manager

[REDACTED]

Progress report frequency

[REDACTED]

Progress meeting frequency

[REDACTED]

Key staff

[REDACTED]

Key subcontractor(s)

Not applicable

Commercially sensitive information

[REDACTED]

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy

Social Value Policy available online at: [REDACTED]

Environmental Policy available online at: [REDACTED]

Social value commitment

[REDACTED]

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]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

For and on behalf of the Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

Annex A – Template Work Package

[REDACTED]

1. Call-Off Contract Specification – Deliverables Context

[REDACTED]

2. Signatures and Approvals

Agreement of this WP

BY SIGNING this Work Package, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

For and on behalf of the Supplier

Name: [REDACTED]

Title: [REDACTED]

Date: [REDACTED]

Signature: [REDACTED]

For and on behalf of the Buyer

Name: [REDACTED]

Title: [REDACTED]

Date: [REDACTED]

Signature: [REDACTED]

CORE TERMS

MCF3 Core Terms	[REDACTED]
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JOINT SCHEDULES

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 10 (Rectification Plan)	[REDACTED]
Joint Schedule 11 (Processing Data)	[REDACTED]

CALL-OFF SCHEDULES

Call-Off Schedule 3 (Continuous Improvement)	[REDACTED]
Call-Off Schedule 4 (Call-Off Tender)	[REDACTED]
Call-Off Schedule 5 (Pricing Details)	[REDACTED]
Call-Off Schedule 7 (Key Supplier Staff)	[REDACTED]
Call-Off Schedule 9 (Security)	[REDACTED]
Call-Off Schedule 10 (Exit Management)	[REDACTED]
Call-Off Schedule 15 (Call-Off Contract Management)	[REDACTED]
Call-Off Schedule 20 (Call-Off Specification)	[REDACTED]