

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

Order Form

CALL-OFF REFERENCE:

THE BUYER: Brendan Hurrell

BUYER ADDRESS Kentigern House, 65 Brown Street, Glasgow G2 8EX

THE SUPPLIER: McKinsey & Company, Inc. United Kingdom

SUPPLIER ADDRESS: 100 Museum Street, London WC1A 1PB

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 18.01.2024

It's issued under the Framework Contract with the reference number RM6187 for the provision of support to the defence design team with the design, test, and implementation of the future Defence Operating Model.

CALL-OFF LOT(S):

Lot 5 – HR

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:
4. 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 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
5. Call-Off Schedules
- Call-Off Schedule 17 (MOD Terms) – See separate document with MOD's DEFCONS and DEFFORMS.
6. Call-Off Schedule 9 (Security)
7. Schedule 3 – Price
8. CCS Core Terms
9. Joint Schedule 5 (Corporate Social Responsibility)
10. 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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

Country	Percentage of respondents vaccinated
United States	100%
Canada	100%
United Kingdom	100%
France	93%
Germany	87%
Italy	82%
Spain	78%
Netherlands	75%
Belgium	72%
Sweden	68%
Norway	65%
Denmark	62%
Finland	58%
Austria	55%
Switzerland	52%
Poland	48%
Czech Republic	45%
Slovakia	42%
Hungary	38%
Greece	35%
Portugal	32%
Ireland	28%
Luxembourg	25%
Slovenia	22%
Croatia	18%
Serbia	15%
Bulgaria	12%
Romania	10%
Turkey	8%
Russia	5%
China	3%
India	2%
Brazil	1%
South Africa	0%

Maximum liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Charges used to calculate liability in the first contract year are: £ 2,115,000 ex VAT

Call-off charges

Fixed Term Price as broken down in Framework 3 – Price: £ 2,115,000.00 (Ex VAT)

This charge is inclusive of all expenses to the sites listed in the tender:

MOD Main Building London, Whitehall, SW1A 2HB
Defence Academy, Faringdon Road, Shrivenham SN6 8LA

All changes to the Charges must use procedures that are equivalent to those 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 Supplier's Charges includes expenses to the following locations:

MOD Main Building, London, Whitehall, SW1A 2HB
Defence Academy, Faringdon Road, Shrivenham SN6 8LA

Expenses incurred by the Supplier to other locations will be discussed on a case-by-case basis as per the requirement, evidence of the expenses and current rates supplied by the authority.

Payment method

Payment will be made to the Contractor through the MODs CP&F system upon satisfactory completion of each Deliverable.

Buyer's invoice address

N/A – CP&F being used to process payments.

FINANCIAL TRANSPARENCY OBJECTIVES and KPIs

The Financial Transparency Objectives and key performance indicators to this Call-Off Contract will be agreed between Supplier and the MOD project team in the introductory meeting.

Buyer's authorised representative

)

MOD Main Building
Whitehall, London
SW1A 2HB

Buyer's security policy

The Contractor shall observe the following Security Conditions, in accordance with Call-Off Schedule 17 (MOD Terms), as attached to this Call-Off Contract:

- a. DEFCON 660 (Edn 12/15) – Official-Sensitive Security Requirements;
- b. UK Official and UK Official-Sensitive Contractual Security Conditions (in accordance with Appendix 2 to Annex 2 to Call-Off Schedule 17 (MOD Terms); and
- c. The Security Aspects Letter (SAL) at Appendix 1 to Annex 1 to Call-Off Schedule 17 (MOD Terms).

Supplier's authorised representative

[REDACTED]
[REDACTED]
[REDACTED]

Supplier's contract manager

[REDACTED]
[REDACTED]
[REDACTED]

Progress report frequency

As per Statement of Requirements

Progress meeting frequency

As per Statement of Requirements

Key staff

Key subcontractor(s)

NA

Commercially sensitive information

Supplier's Commercially Sensitive Information as per completed Joint Schedule 4.

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable.

Buyer's environmental and social value policy As per Social Value Policy.

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 CallOff 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]

[REDACTED]

[REDACTED]

[REDACTED]

For and on behalf of the Buyer:

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

Crown Copyright 2018

Signature: Brendan Hurrell

Name: BRENDAN HURRELL

Role: COMMERCIAL BUSINESS PARTNER

Date: 13/02/24