



**RM6100 Technology Services 3
Framework Schedule 4 Annex 1
Lot 1 Order Form**

Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 19 July 2024 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call-Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website [Technology Services 3 - CCS \(crowncommercial.gov.uk\)](https://www.crowncommercial.gov.uk/Technology_Services_3_-_CCS) The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and Deliverables specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

In this Order Form, capitalised expressions shall have the meanings set out in Schedule (Definitions) of the Call-Off Terms.

This Order Form shall comprise:

1. This document headed "Order Form";
2. Attachment 1 – Services Specification;
3. Attachment 2 – Schedule of Processing, Personal Data and Data Subjects;
4. Attachment 3 – Transparency Reports; and
5. Annex 1 – Call-Off Terms.

The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:

-) the Framework, except Framework Schedule 18 (Tender);
-) the Order Form and its Attachments;
-) the Call-Off Terms; and
-) Framework Schedule 18 (Tender).



Section A

General information

Contract Details

Contract Reference:

ORR/CT/24-11

The ORR require the production of a Technology Strategy to guide the strategic deployment of resources from the decisions made to update, improve and develop technology utilised by ORR to fulfil its operational and legally required duties to the rail and road industry. This means the appointment of a consultancy to produce survey(s), reports, conclusions and recommendations through documented processes and consultation with key stakeholders throughout the production of said outputs.

Buyer details

Buyer organisation name

Office of Rail and Road

Billing address

25 Cabot Square, London, E14 4QZ

Buyer representative name

[REDACTED]

Buyer representative contact details

[REDACTED]

+44 20 7282 2058

Buyer Project Reference

ORR/CT/24-11

Supplier details

Supplier name



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The supplier organisation name, as it appears in the Framework Agreement
Finyx Consulting Ltd

Supplier address

Supplier's registered address
The Catalyst, Baird Lane, York, YO10 5GA

Supplier representative name

The name of the Supplier point of contact for this Order
[REDACTED]

Supplier representative contact details

Email and telephone contact details of the supplier's representative
[REDACTED]

Order reference number or the Supplier's Catalogue Service Offer Reference Number

ORR/CT/24-11



Section B

Part 1 - The Services Requirement

Commencement Date

See above in Section A

Contract Period

6 months

Services

The Supplier shall provide the following Services to the Buyer:

The Services are more particularly described in Attachment 1 (Services Specification).

Deliverables

The Supplier shall provide the following Deliverables to the Buyer as part of the Services:

The Deliverables are more particularly described in Attachment 1 (Services Specification).

Sites for the provision of the Services

The Supplier shall provide the Services and/or Deliverables from the following Sites:

Buyer Premises:

Not Applicable

Supplier Premises:

Not Applicable

Third Party Premises:

Not Applicable

Additional Standards

Not Applicable

Key Supplier Personnel

Guidance Note: see Clauses 6.4 – 6.8 of the Call-Off Terms. Include any Key Supplier Personnel (and their Key Roles).



Buyer Property

n/a

Buyer Security Policy

n/a

Buyer Enhanced Security Requirements

n/a

Insurance

Guidance Note: if the Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Agreement or the Buyer requires any additional insurances please specify the details below.

Third Party Public Liability Insurance (£) - Not Applicable

Professional Indemnity Insurance (£) - Not Applicable

Key Sub-Contractors

Guidance Note: see Framework Schedule 7 (Key Sub-Contractors) for detail and include here details of any Key Sub-Contractors which are applicable to this Contract.

Not Applicable

Part 2 – Charges, Payment and Invoicing

Contract Charges (excluding VAT)

£37,500.00 (exc. VAT)

All Charges shall be payable by the Buyer in accordance with the Payment Profile set out below.

Payment Profile

Payment of the total fee will be on the delivery and acceptance by ORR of all required outputs and/or deliverables.

Invoice Details

The Supplier will issue Electronic Invoices in accordance with the agreed Payment Profile.



All invoices must be sent to:

[REDACTED]

All invoices must include:

PO number and a description of the services

Method of Payment

The payment method for this Contract is BACS

Contract Anticipated Potential Value:
£37,500.00

Part 3 – Additional and Alternative Buyer Terms

Additional Schedules and Alternative Clauses *(see Annex 3 of Framework Schedule 4)*

This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Additional and Alternative Terms and Conditions Lot 1.

Additional Schedules

Additional Schedules	Tick as applicable
S1: Business Continuity and Disaster Recovery	<input type="checkbox"/>
S2: Continuous Improvement	<input type="checkbox"/>
S3: Supply Chain Visibility	<input type="checkbox"/>

Where selected above the Additional Schedules set out in document RM6100 Additional Terms and Conditions Lot 1 shall be incorporated into this Contract.

Alternative Clauses

The following Alternative Clauses will apply:

Alternative Clauses	Tick as applicable
Scots Law	<input type="checkbox"/>
Northern Ireland Law	<input type="checkbox"/>

Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lot 1 shall be incorporated into this Contract.

Liability

The limitation of liability set out in Clause 12.1 of the Call-Off Terms shall be amended to read:



Not Applicable

Termination for Convenience

The notice period for termination of convenience set out in Clause 19.1 of the Call-Off Terms is 30 Working Days

Section C Supplier response

Commercially Sensitive information

Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract – *use specific references to sections rather than copying the relevant information here.*

All proprietary methodologies and tools, and all commercials.

Section D Contract award

This Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.

SIGNATURES

For and on behalf of the Supplier

Name	██████████
██████████	Chief Operating Officer
Signature	████████████████████
Date	23.07.2024

For and on behalf of the Buyer

Name	██████████
Job role/title	Procurement Officer



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Signature	<div></div>
Date	25/07/24



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Attachment 1 – Services Specification



ORR CT 24-11
ITT.docx



Attachment 2 – Schedule of Processing, Personal Data and Data Subjects

This Attachment 2 shall be completed by the Buyer, who may take account of the view of the Supplier, however the final decision as to the content of this Attachment 2 shall be with the Buyer at its absolute discretion.

- . The contact details of the Buyer's Data Protection Officer are: [REDACTED]
- . The contact details of the Supplier's Data Protection Officer are: [REDACTED]
- . The Supplier shall comply with any further written instructions with respect to processing by the Buyer.
- . Any such further instructions shall be incorporated into this Attachment 2.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor in accordance with Clause 18 of the Contract.
Subject matter of the processing	The processing is needed in order to ensure that the Supplier can effectively deliver the contract to provide a service to ORR
Duration of the processing	The duration of the processing will start 19 July 2024 until the end of the contract.
Nature and purposes of the processing	The consultant will be performing a survey of key stakeholders so ORR will share ORR employee names, email and job title to contact and send surveys to.
Type of Personal Data being Processed	Name, email address, job title.
Categories of Data Subject	ORR employees



Attachment 3 – Transparency Reports
N/A - project reporting to be provided as specified

Title	Content	Format	Frequency
[Performance]	[]	[]	[]
[Charges]	[]	[]	[]
[Key Sub-Contractors]	[]	[]	[]
[Technical]	[]	[]	[]
[Performance management]	[]	[]	[]



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Annex 1 – Call-Off Terms and Additional Schedules and Alternative Clauses