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

Order Form

CALL-OFF REFERENCE: itt_21914

THE BUYER: Department for Work and Pensions

BUYER ADDRESS Caxton House, Tothill St, London, SW1H 9NA

THE SUPPLIER: Turner & Townsend Cost Management Ltd

SUPPLIER ADDRESS: Low Hall Calverley Lane, Horsforth, Leeds, LS18

4GH

REGISTRATION NUMBER: 06458527

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 18/08/2023. It's issued under the Framework Contract with the reference number RM6187 for the provision of the Estates Net Zero Carbon Roadmap.

CALL-OFF LOT:

Lot 9: Environmental Sustainability & Socio-Economic Development

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 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- 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 6 (ICT Services)
- 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 14 (Service Levels)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 16 (Benchmarking)
- 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 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is

- (i) specified in this Contract 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

Call-off start date: 29/08/2023

Call-off expiry date: 06/04/2024

Call-off initial period: 8 months

Call-off deliverables:

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

Security

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:

Estimated Year 1 Charges of the Contract- £202,800

Call-off charges

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
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

Reimbursable expenses

[Redacted]

Payment method

[Redacted]

3

Buyer's invoice address

[Redacted]

FINANCIAL TRANSPARENCY OBJECTIVES

[Redacted]

Buyer's authorised representative

[Redacted]

Buyer's security policy Appended at Call-Off Schedule 9 – Security

Supplier's authorised representative

[Redacted]

Supplier's contract manager

[Redacted]

Progress report frequency

Weekly: [Redacted]

Progress meeting frequency

Weekly: [Redacted]

Key staff

[Redacted]

Key subcontractor(s)

[Redacted]

Commercially sensitive information

Call off Schedule 4 and Call off Schedule 5 Supplier's Commercially Sensitive Information

Service credits

[Redacted]

Additional insurances

[Redacted]

Guarantee

[Redacted]

Buyer's environmental and social value policy

[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:

[Redacted]

For and on behalf of the Buyer:

[Redacted]