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

Order Form

CALL-OFF REFERENCE: TRAS3092

THE BUYER: The Department for Transport

BUYER ADDRESS Great Minster House

33 Horseferry Road

London SW1P 4DR

THE SUPPLIER: Incendium Consulting Ltd.

SUPPLIER ADDRESS: 11th Floor, The Blue Fin Building

Southwark Street London, England

SE1 0TA

REGISTRATION NUMBER: 08216440

DUNS NUMBER: **218589656**

SID4GOV ID: n/a

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 05/01/2023

It's issued under the Framework Contract with the reference number RM6187 for the provision of Department for Transport Facilities Management Commercial Consultancy.

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 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 9 (Security) Short Form
- Call-Off Schedule 15 (Call-Off Contract Management)
- 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: 09/01/2023

Call-off expiry date: 08/08/2023

Call-off initial period: 7 months

Call-off extension period: 2 Months

Call-off deliverables:





TRAS3092 TRAS3092_Clarificatio
Attachment 3 - Statemn Responses_1412.xls:

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: £350,000.

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
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

Reimbursable expenses

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

Payment method

Electronic Payment

Buyer's invoice address

SSa.invoice@sharedservicesarvato.co.uk or: DfT Shared Services Arvato Accounts Payable Team 5 Sandringham Park Swansea Vale Swansea SA7 0EA

Buyer's authorised representative

Rory Morgan Commercial Relationship Manager **REDACTED** Great Minster House, 33 Horseferry Road, London, SW1P 4DR

Supplier's authorised representative

REDACTED
Executive Director
REDACTED
REDACTED

Supplier's contract manager

REDACTED
Executive Director
REDACTED
REDACTED

Progress report frequency

Monthly

Progress meeting frequency

Weekly

Key staff

As outlined in the Supplier's tender response:

REDACTED

Key subcontractor(s)

As outlined in Supplier's Tender response.

Commercially sensitive information

Not applicable

Service credits

N/A

Additional insurances

N/A

Guarantee

N/A

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.

For and on behalf of the Supplier:

Signature:

REDACTED

Name: REDACTED

Role: Executive Director

Date: 5th January 2023

For and on behalf of the Buyer:

Signature:

REDACTED

Name: **REDACTED**

Role: Commercial Relationship Manager

Date: 05/01/2023