

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

### Order Form

CALL-OFF REFERENCE: TROO0380

THE BUYER: Department for Transport

BUYER ADDRESS: Great Minster House, 33 Horseferry Road,  
London, SW1P 4DR

THE SUPPLIER: Arthur J Gallagher Insurance Brokers Ltd

SUPPLIER ADDRESS: Spectrum Building  
7th Floor  
55 Blythswood Street  
Glasgow  
G2 7AT

REGISTRATION NUMBER: [REDACTED]

DUNS NUMBER: [REDACTED]

SID4GOV ID: [REDACTED]

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 7<sup>th</sup> September 2023.

It's issued under the Framework Contract with the reference number RM6020 for the provision of High Speed 1 Insurance Advisors.

CALL-OFF LOT(S): Insurance and Related Services 3, Lot 1:  
Insurance Brokerage and Associated Services

## **CALL-OFF INCORPORATED TERMS**

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) **RM6020**
3. The following Schedules in equal order of precedence:
  - Joint Schedules for **RM6020 – available from appointed supplier**
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for **RM6020**
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 3 (Continuous Improvement)
    - Call-Off Schedule 5 (Pricing Details)
    - Call-Off Schedule 7 (Key Supplier Staff)
    - Call-Off Schedule 9 (Security)
    - 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 (version 3.0.7)
5. Joint Schedule 5 (Corporate Social Responsibility) **RM6020** – available from appointed supplier.
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.

No other Supplier terms are 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 START DATE:** **25<sup>th</sup> September 2023**

**CALL-OFF EXPIRY DATE:** **24<sup>th</sup> September 2026**

**CALL-OFF INITIAL PERIOD:** 3 years

## **CALL-OFF DELIVERABLES**

As per Attachment 3 – Statement of Requirements

**MAXIMUM LIABILITY**

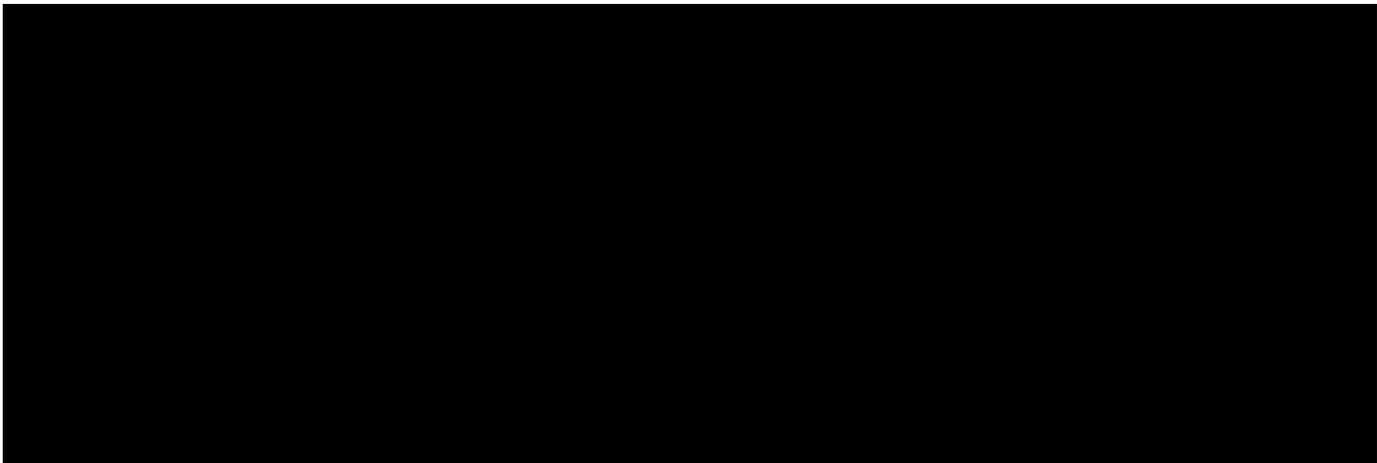
The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £50,000 in the first 12 months of the Contract, giving a resulting maximum liability of £75,000.

This value is only for the purpose of the calculating the liability and does not reflect a guarantee of the profiling of the contract expenditure.

**CALL-OFF CHARGES**

This contract will have a maximum value of up to £150,000 (excluding VAT) for the whole term.



**REIMBURSABLE EXPENSES**

The costs associated with this contract are expected to be covered by the capped and Time and Material fees as applicable and the Department will not pay for travel, meeting rooms and other associated.

**PAYMENT METHOD**

Monthly invoice

**BUYER'S INVOICE ADDRESS:**



**BUYER'S AUTHORISED REPRESENTATIVE**



[REDACTED]  
[REDACTED]

### **BUYER'S SECURITY POLICY**

Please see Call Off Schedule 9: Security and Section 16 of Attachment 3 Statement of Requirements

### **SUPPLIER'S AUTHORISED REPRESENTATIVE**

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

### **SUPPLIER'S CONTRACT MANAGER**

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

### **PROGRESS REPORT FREQUENCY**

The Supplier is expected to report to the Head of HS1 Concession Team throughout the contract. The potential provider is expected to deliver progress reports weekly during October and November and as may be reasonably required by the Authority from time to time (subject to any alternative arrangements being reached). Such reports would be expected to cover the following areas:

- Preparation for and progress on specified tasks and key actions to be completed.
- Forward plan on anticipated activities.
- Forecast completion dates for ongoing activities.
- Key risks and emerging issues impacting progress on the HS1 insurance report with planned or existing mitigations where relevant.
- Progress with regards to milestones and deliverables made in the previous month.
- Financial progress, including costs incurred to date and forecast costs to the end of any particular activity, as well as an aggregated report of ongoing activities. This should include a detailed breakdown on activity completed by grade, name of the person who has carried out the work, their daily rate and the total number of days charged.

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- Exit plan to be produced at the start of the contract and updated annually with final version in place 1 year before end of contract.

**PROGRESS MEETING FREQUENCY**

Quarterly

**KEY STAFF**

[Redacted]

**KEY SUBCONTRACTOR(S)**

[Redacted]

**COMMERCIALLY SENSITIVE INFORMATION**

The Authority takes data security extremely seriously and applies agreed government security procedures to all Contracts involving the handling of data and 'Official Sensitive' and 'Commercial Sensitive' information.

The Authority requires that the Potential Provider treats confidentially all information provided and procured under this contract and that this obligation survives the duration of this contract. The Authority requires that the Potential Provider produces and maintains robust processes, systems and controls to ensure information provided and produced under this contract is not shared with third parties or utilised by the Potential Provider to the benefit of third parties or to the detriment to the Department.

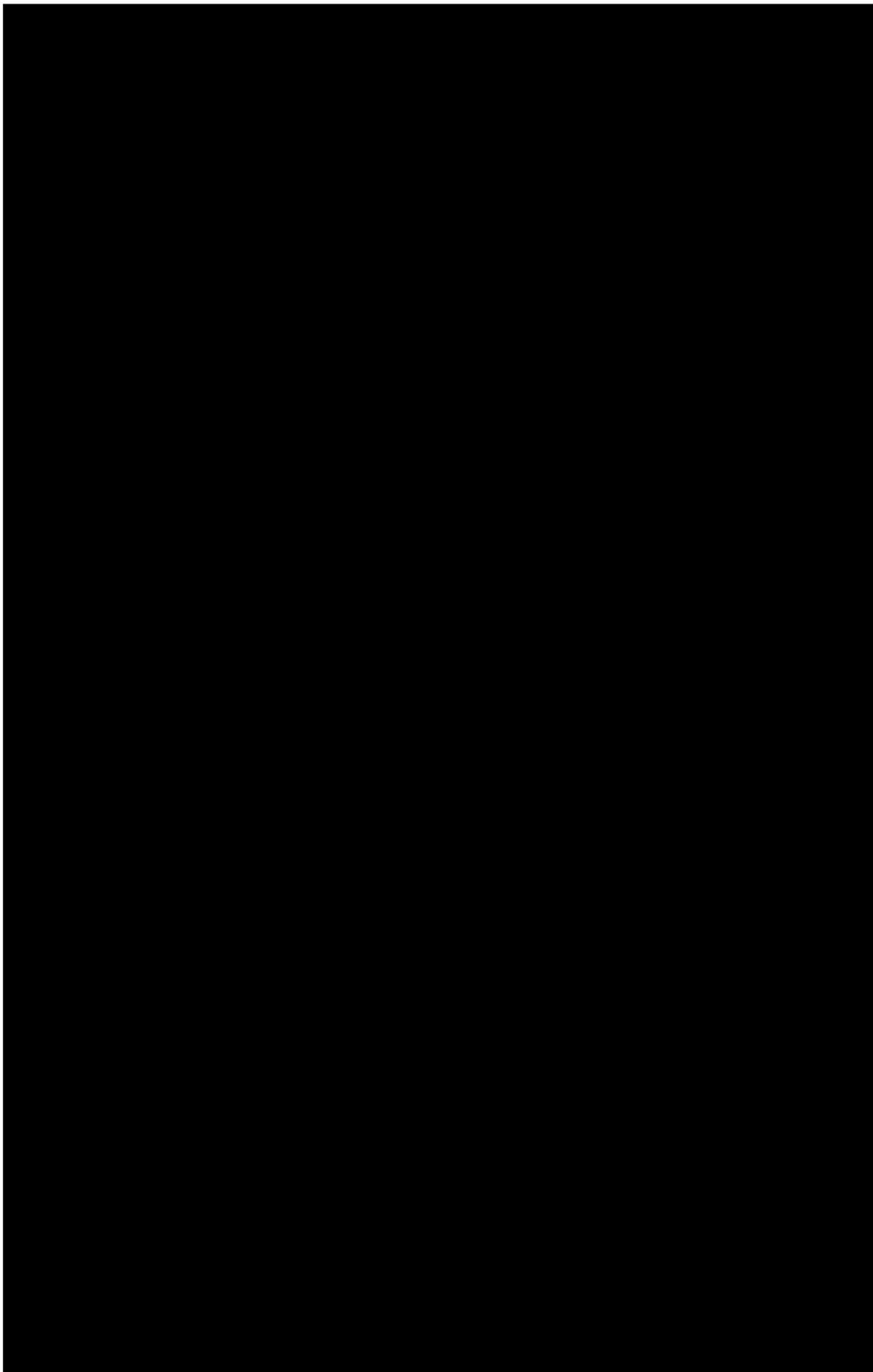
**ADDITIONAL INSURANCES**

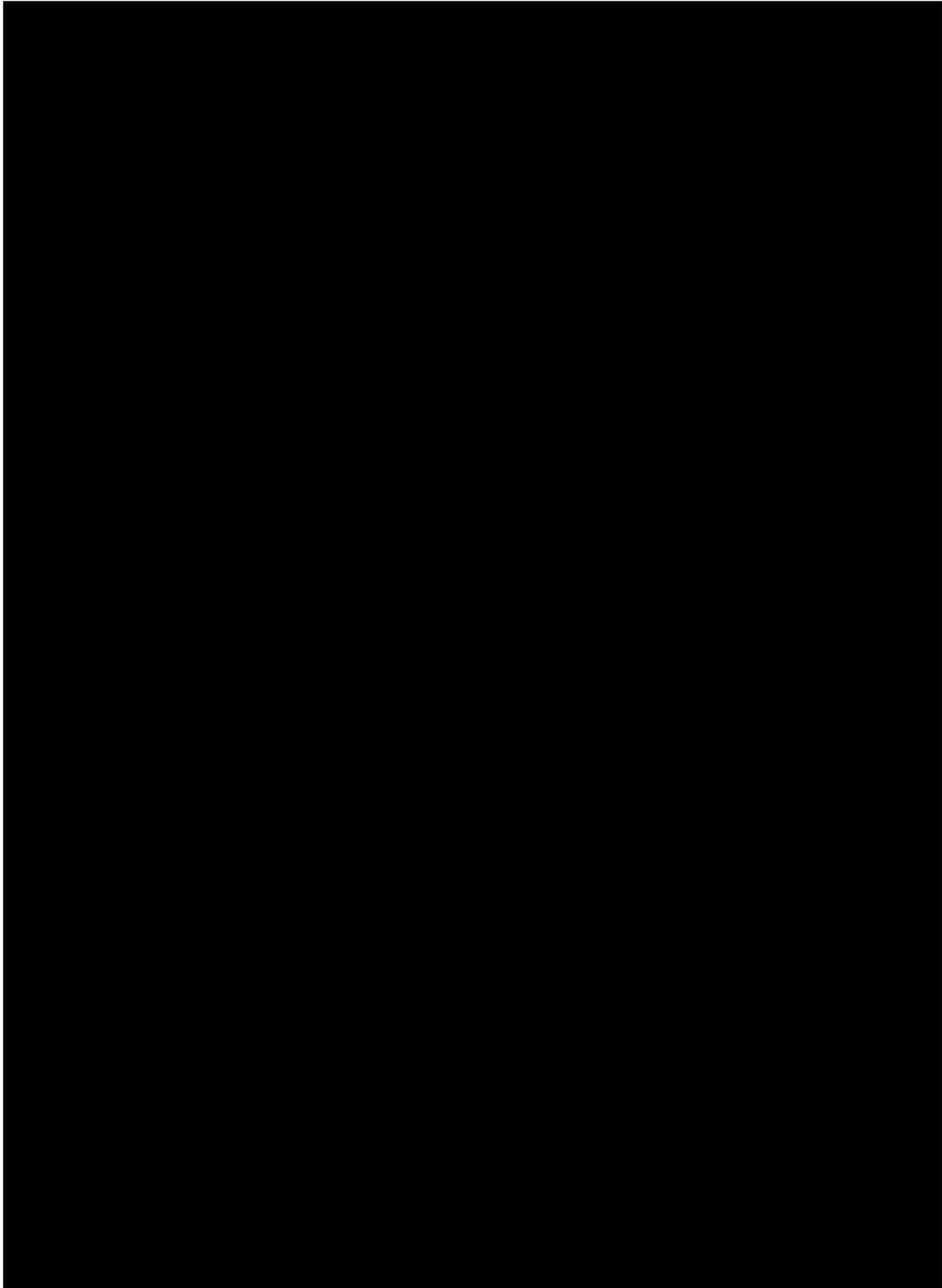
Not applicable

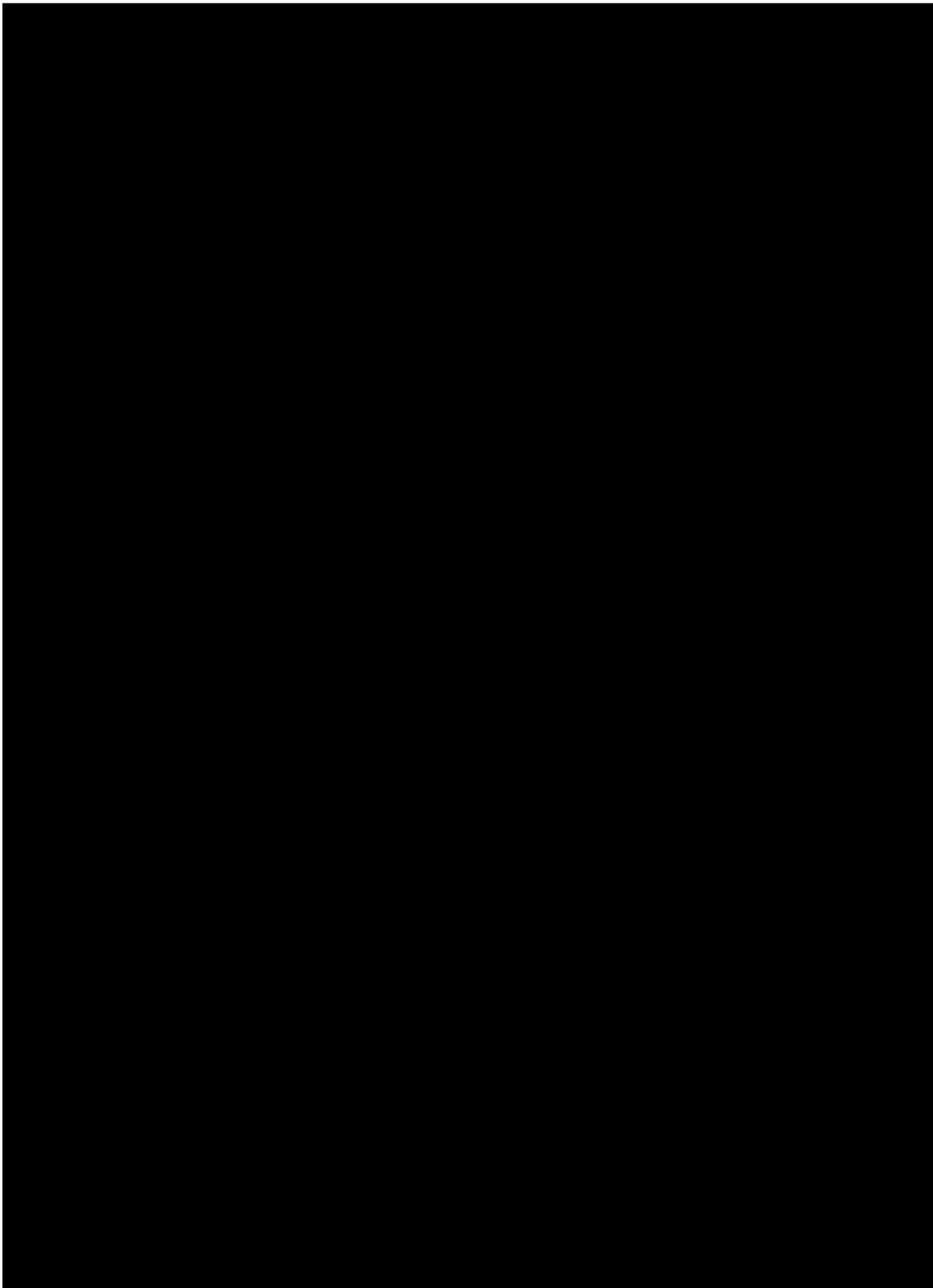
**GUARANTEE**

Not applicable

**SERVICE LEVELS AND PERFORMANCE**







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A scoring system of 0-10 is used to assess the Supplier's performance in each of the areas measured:

- 0 = Completely Dissatisfied
- 2 = Highly Dissatisfied
- 4 = Mildly Dissatisfied
- 6 = Mildly Satisfied
- 8 = Highly Satisfied
- 10 = Completely Satisfied

Potential Providers should note that the weighting included in the above KPI table are part of the Contract Management process and it is not related to the evaluation process in any way.

In the event of poor performance through the failure to deliver KPIs to time and of appropriate quality, the Authority shall meet with the Potential Provider to understand the root cause of the issue. The Potential Provider shall formulate a Performance Improvement Plan, in agreement with the Authority, to rectify these issues and meet the requirements in this statement.

If poor performance continues, following formal written warnings, early termination of the Contract will also be considered in line with the Framework Terms and Conditions.

The Authority will discuss the KPI scorecard and commentary at Contract Management meetings with the Potential Provider. The Authority will measure performance using the Key Performance Indicators above. Each month the Potential Provider will be required to complete the section 'Supplier Reported Performance' and a proposed score and provide it to the Contract Manager 5 working days before the Contract Management meeting. A final score and commentary will be agreed by both parties in the meeting. The KPI scorecard template is attached with the ITT pack.

The Authority mandates that DfTc and Executive Agencies shall publish three top KPIs relating to their 'most important' contracts, as per the Sourcing Playbook. The purpose of publishing 3 top KPIs from the DfT's 'most important' contracts is to build trust in the delivery of public services and increase transparency. Furthermore, it is a requirement of the government's transparency agenda (as evidenced in the Sourcing Playbook) that three KPIs from each of the government's most important contracts shall be made publicly available.

The Authority will identify the most important contracts to publish and will inform Suppliers of the publication. The Potential Provider must ensure that they report on their KPIs on a monthly basis using the KPI scorecard template which will be provided at the Inception meeting. The Authority also reserves the right to publish KPIs with no further notice to the Potential Provider.

Notwithstanding any other term of this Contract, the Potential Provider hereby gives consent for the Authority to publish to the general public the Contract (and any documents subsequently produced by either party as part of management of the contract – including, but not limited to, performance against key performance

indicators and plans to rectify the same etc.) in their entirety, including from time to time agreed changes to the Contract.

**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).

<b>For and on behalf of the Supplier:</b>		<b>For and on behalf of the Buyer:</b>	
Signature:			
Name:			
Role:			
Date:			

