Crown Commercial Service

Call Off Order Form for Corporate Finance Services Two
RM6169

Attachment 5 (Order Form and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: TAVI3092

THE BUYER: Department for Transport

BUYER ADDRESS Great Minster House, 33 Horseferry Road, London

SW1P 4DR

THE SUPPLIER: Rothschild & Co

SUPPLIER ADDRESS: New Court, St Swithin's Lane London, EC4N 8AL, United

Kingdom

REGISTRATION NUMBER: 09783130

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 21st January 2022.

It is issued under the Framework Contract with the reference number RM6169 for the provision of corporate finance services.

CALL-OFF LOT(S):

Lot 1 Corporate Finance Advice

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:

- This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2. Joint Schedule 1(Definitions and Interpretation) RM6169

- 3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6169 Corporate Finance Services 2
 - 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)
- 4. CCS Core Terms (version 3.0.7)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6169

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 SPECIAL TERMS N/A

CALL-OFF START DATE: 21 January 2022

CALL-OFF EXPIRY DATE: 20 July 2022

CALL-OFF INITIAL PERIOD: 6 Months

CALL-OFF DELIVERABLES

As per Statement of Requirements and supplier proposal.

MAXIMUM LIABILITY

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

CALL-OFF CHARGES

As per Attachment 4 - Pricing Schedule submitted.

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

Suppliers must be in possession of a written purchase order (PO), before commencing any work under this contract. You must quote the aforementioned PO number on all invoices, and these must be submitted directly to:

ssa.invoice@sharedservicesarvato.co.uk

or via post to:

Accounts Payable, Shared Services arvato, 5 Sandringham Park, Swansea Vale, Swansea SA7 0EA

Invoices received without the correct PO number will be returned to you and will delay receipt of payment.

BUYER'S AUTHORISED REPRESENTATIVE



BUYER'S SECURITY POLICY

As per call off terms and conditions

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER



PROGRESS REPORT FREQUENCY

As per the submitted Questionnaire 4 – Quality and/or as necessary throughout the contract term, to be discussed at inception meeting.

PROGRESS MEETING FREQUENCY

As per the submitted Questionnaire 4 – Quality and/or as necessary throughout the contract term, to be discussed at inception meeting.

KEY STAFF

As per the submitted Questionnaire 4 – Quality (Question 4.2).

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

As per call off terms and conditions

SERVICE CREDITS

Will be managed in accordance with Attachment 2 – Statement of Requirements

ADDITIONAL INSURANCES

As per Joint Schedule 3 (Insurance Requirements)

GUARANTEE

N/A

BUYER'S ENVIRONMENTAL and SOCIAL VALUE POLICY

As per the submitted Questionnaire 4 – Quality.

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)

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Authorised signatory	Role:	Commercial Manager
Date:	24 January 2022	Date:	25 January 2022