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

Order Form

CALL-OFF REFERENCE: TTDC3022

THE BUYER: The Department for Transport

BUYER ADDRESS Great Minster House, 33 Horseferry Road,

London, SW1P 4DR

THE SUPPLIER: Guidehouse Europe Limited

SUPPLIER ADDRESS: 280 Bishopsgate, LONDON, EC2M 4RB

REGISTRATION NUMBER: 11378449

DUNS NUMBER: **22-392-0761**

SID4GOV ID: Not Applicable

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and issued 07/12/2023. It's issued under the Framework Contract with the reference number RM6187 for the provision of Consultancy Support for the Implementation of a Recognition Process for Voluntary Schemes (VS) Under the UK's Renewable Transport Fuel Obligation (RTFO) Order.

CALL-OFF LOT(S): 9

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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 5 (Pricing Details)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)
- 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: None

Call-off start date: **07/12/2023**

Call-off expiry date: **07/03/2025**

Call-off initial period: 15 months

CALL-OFF OPTIONAL EXTENSION PERIOD: up to 4 years on a 12 month rolling basis.

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: £105,000.00

Call-off charges £139,680.00

See details in Call-Off Schedule 5 (Pricing Details) for detailed breakdown.

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

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

For Part A payment will be based on fixed milestones as per the table below:

Milestone	Date	Price (GBP)
1, 2, 3	31 March 2024	REDACTED
4, 5	30 September 2024	REDACTED
6, 7	28 February 2025	REDACTED

For any additional work agreed with DfT, the Supplier will provide monthly timesheets for approval by the DfT in the monthly progress reporting which also

details work completed by task, hours, and day rates. Invoicing will be monthly according to the Part B: Ratecard. The progress report will be submitted for approval at least seven days prior to submission of any associated invoice.

Invoices should be submitted clearly stating the purchase order number.

Buyer's invoice address

REDACTED

Or

REDACTED

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives do not apply to this Call-Off Contract.

Buyer's authorised representative

REDACTED

Buyer's Contract Manager

REDACTED

Supplier's authorised representative

REDACTED

Supplier's contract manager

REDACTED

Progress report frequency

By the 10th Calendar Day of each month

Progress meeting frequency

Once per month (at a minimum)

Key staff

REDACTED

Key subcontractor(s)

N/A

Commercially sensitive information

Not Applicable

Service credits

N/A

Additional insurances

N/A

Guarantee

N/A

Buyer's environmental and social value policy

REDACTED

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

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Role: REDACTED

Date: 7 December 2023

For and on behalf of the Buyer:

Signature: REDACTED

Name: REDACTED

Role: REDACTED

Date: 07/12/2023

Framework: RM6187 Model version: v3.7