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

Order Form

CALL-OFF REFERENCE: TLOT10153

THE BUYER: Department for Transport

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

THE SUPPLIER: Ernst & Young LLP

SUPPLIER ADDRESS: 1 More London Place, London, SE1 2AF

REGISTRATION NUMBER: OC300001

DUNS NUMBER: 22-176-8935

SID4GOV ID: N/A

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 10/08/2023 It's issued under the Framework Contract with the reference number RM6187 for the provision of Strategic and Operational Delivery of £2.50 Single Tickets Fare Cap Scheme.

CALL-OFF LOT(S):

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

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Framework: RM6187 Model version: v3.7 3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions) Mandatory
- Joint Schedule 2 (Variation Form) Mandatory
- Joint Schedule 3 (Insurance Requirements) Mandatory
- Joint Schedule 4 (Commercially Sensitive Information) Mandatory
- Joint Schedule 6 (Key Subcontractors) Optional
- Joint Schedule 7 (Financial Difficulties)- Optional
- Joint Schedule 9 (Minimum Standards of Reliability) Optional
- Joint Schedule 10 (Rectification Plan) Mandatory
- Joint Schedule 11 (Processing Data) Mandatory

Call-Off Schedules

- Call-Off Schedule 1 (Transparency Reports) Optional
- Call-Off Schedule 3 (Continuous Improvement) Optional
- Call-Off Schedule 5 (Pricing Details) Principles to be used, but discounted rate card offered is set out under Call-off Charges within this document and to be used to calculate the charges.
- Call-Off Schedule 6 (ICT Services) Optional
- Call-Off Schedule 7 (Key Supplier Staff) Optional
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery) -Optional
- Call-Off Schedule 9 (Security) Optional
- Call-Off Schedule 10 (Exit Management) Optional
- Call-Off Schedule 12 (Clustering) Optional
- Call-Off Schedule 13 (Implementation Plan and Testing) Optional
- Call-Off Schedule 14 (Service Levels) Optional
- Call-Off Schedule 15 (Call-Off Contract Management) Optional
- Call-Off Schedule 16 (Benchmarking) Optional
- Call-Off Schedule 18 (Background Checks) Optional
- Call-Off Schedule 20 (Call-Off Specification) Replaced with Statement of Requirement relating to this call for competition
- 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

None

Call-off start date: 10/08/2023

Call-off expiry date: 09/04/2025

Call-off initial period: 18 Months

Call-off deliverables:

The Deliverables are as set-out in the Statement of Requirement relating to this call for competition and form part of the overall Award Letter and will act as the 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:

£2,000,000

Call-off charges

Discounted Rate Card to be used:

Grade	Name(s)	Weighting (%) Guidance: Guidance: The Authority has provided suggested allocations below as a guide. This will be used for evaluation purposes	Normal Day Rates Offered (£ exc. VAT) as per CCS Rate Card	Daily Rate Offered (£ exc. VAT)	Weighted Daily Rate (£ exc. VAT) (G= D x F)
		5%	£3,950.00	£3,500.00	£175.00
		10%	£3,200.00	£3,050.00	£305.00
		25%	£1,600.00	£1,550.00	£387.50
		40%	£1,150.00	£1,000.00	£400.00
		10%	£1,030.00	£500.00	£50.00
		10%	£920.00		
Total of Weighted Daily Rates (sum of column G) = £1,357.50					

Reimbursable expenses

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

Payment method

Supplier to invoice against valid Buyer Purchase Order

Buyer's invoice address

Accounts Payable
DfT Shared Service Centre
5 Sandringham Park
Swansea Vale
Swansea
SA7 0EA

Or via email to REDACTED

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives do apply to this Call-Off Contract.

Buyer's authorised representative

REDACTED

Buyer's security policy

N/A

Supplier's authorised representative

REDACTED

Supplier's contract manager

REDACTED

Progress report frequency

Weekly project update

Progress meeting frequency

As and when required, but expected to be set to weekly as a minimum

Key staff

As set out in the rate card

Key subcontractor(s)

N/A

Commercially sensitive information

Supplier's Commercially Sensitive Information which will include Bus Operator Commercially Sensitive Information

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy

Not applicable

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: REDACTED

Date: 11 August 2023

For and on behalf of the Buyer:

Signature: REDACTED

Name: REDACTED

Role: REDACTED

Framework: RM6187 Model version: v3.7

Date: 10/08/2023