

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

Order Form

CALL-OFF REFERENCE:	RRSG0001
THE BUYER:	Department for Transport
BUYER ADDRESS	Great Minster House, 33 Horseferry Road, London, SW1P 4DR
THE SUPPLIER:	Oliver Wyman Limited
SUPPLIER ADDRESS:	1 Tower Place West Tower Place London EC3R 5BU
REGISTRATION NUMBER:	02995605
DUNS NUMBER:	775403439
SID4GOV ID:	N/A

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated: 5 June 2025

It's issued under the Framework Contract with the reference number RM6187 for the provision for the Rail Sector Strategic Outcomes Review.

CALL-OFF LOT: Management Consultancy Framework Three (MCF3), Lot 3 Complex and Transformation

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 6 (Key Subcontractors)
- Joint Schedule 9 (Minimum Standards of Reliability)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 15 (Call-Off Contract Management)
4. CCS Core Terms (version 3.0.10)
 5. Joint Schedule 5 (Corporate Social Responsibility)
 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:

N/A

Call-off start date: 11 June 2025

Call-off expiry date: 22 July 2025

Call-off initial period: 6 weeks

Call-off optional extension: 4 weeks – End date of extension period: 19 August 2025

Call-off deliverables: As per Attachment 3 – Statement of Requirements

Security

Short form security requirements apply

and

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.

The Potential Provider is required to take adequate steps to ensure suitable protection of, and keep confidential, all information received as part of the Rail Transformation Programme, including, as necessary, limits on access to IT systems and password protections. There will be serious consequences should any information make its way to the public domain.

With regard to Intellectual Property Rights (IPR), the Authority will have ownership of any outputs that are produced under this contract. Any outputs produced under this contract may be publicly available and may be used by the Department at its own discretion. It is expected that all deliverables will be provided to DfT via an agreed method of transfer in order for DfT to use these in future and/or for exit purposes. Potential Providers are to note that all staff they supply or intend to supply who have regular access to or will be based at the Authorities premises have complied with the Authorities baseline personnel Security Standard (BPSS) (<https://www.gov.uk/government/publications/security-policy-framework>).

Maximum liability

The limitation of liability for Call-Off Contracts is stated in Clause 11.2 of the Core Terms. However, given the duration of the contract, the maximum liability will be 125% of the contract value rather than the Estimated Year 1 Charges. Therefore, the maximum liability for this contract is £625,000.

Call-off charges

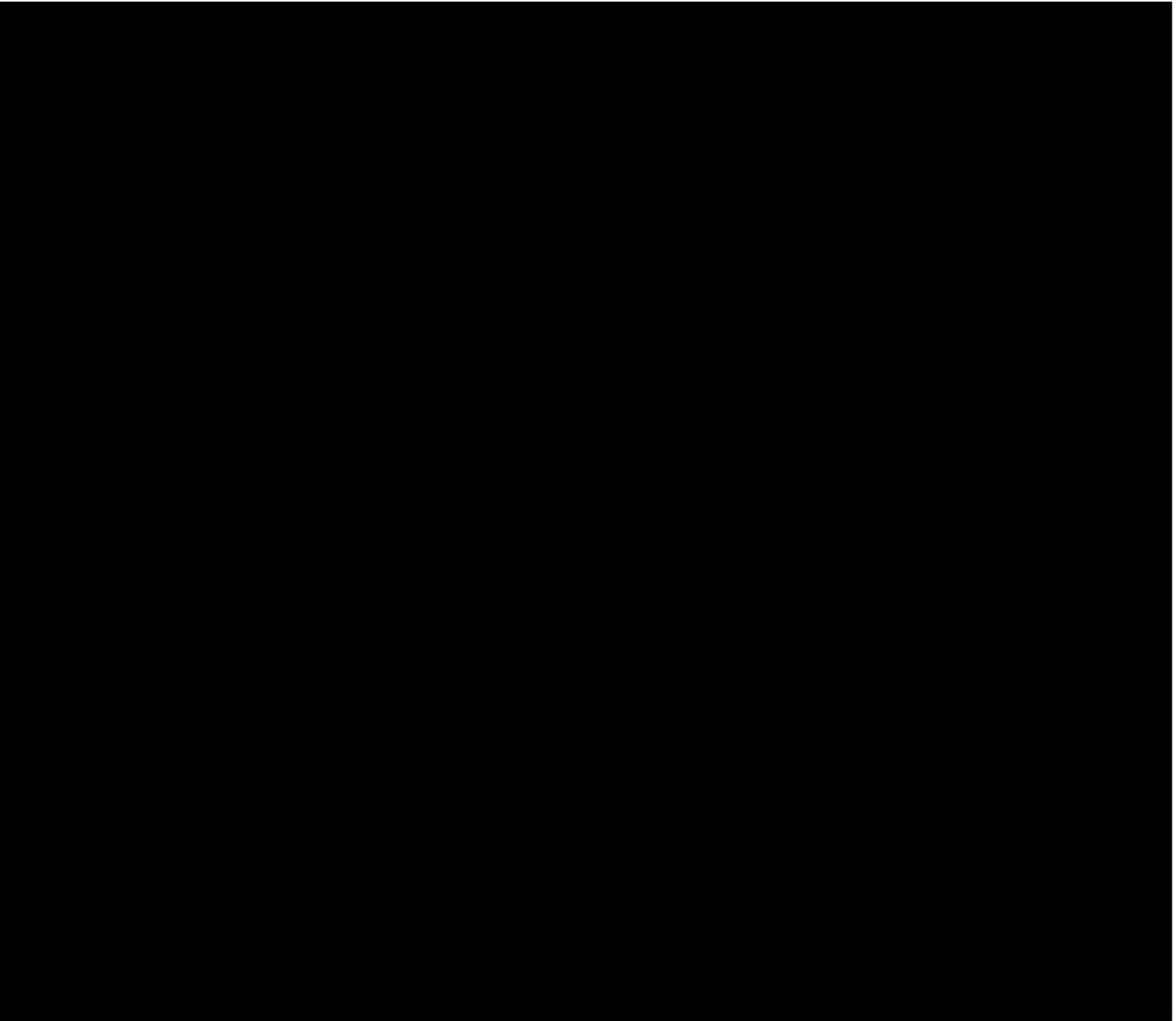
The total contract value for the initial term plus any optional extensions (6+4 weeks) shall not exceed £500,000 (excluding VAT).

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)

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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

Travel to any other venues will need to be approved by the Authority prior to any travel arrangements being booked.

For any pre-approved travel, the Authority will pay reasonable out of pocket travel and subsistence expenses (using the most economical mode of transport), properly and necessarily incurred in the performance of the services. The expenses will be calculated at the rates, and in accordance with the Authority's Travel & Subsistence policy.

Payment method

Monthly invoice

Buyer's invoice address

[REDACTED]

or:

[REDACTED]

FINANCIAL TRANSPARENCY OBJECTIVES

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

Buyer's authorised representative

[REDACTED]

Buyer's contract manager

[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]

Supplier's contract manager

[REDACTED]

Progress report frequency

[REDACTED]

[REDACTED]

[REDACTED]

Progress meeting frequency

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Key staff

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Key subcontractor(s)

N/A

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.

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

Service Levels and Performance

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

[illegible]

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5	Knowledge Transfer	<ul style="list-style-type: none"> • How satisfied is the Authority with the Suppliers approach to knowledge transfer? • Has the Supplier provided an on-going programme of activities? • Has the Supplier delivered suitable standards of knowledge transfer where it has been undertaken? • Has there been appropriate knowledge transfer on elements that would be relevant to closure and exit of the contract? 	Score of 8+/10	10%
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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.

Buyer's environmental and social value policy

The Supplier is expected to demonstrate how they promote principles of Social Value in their organisation which will include activities that:

- Demonstrate action to support the health and wellbeing, including physical and mental health, in the contract workforce

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

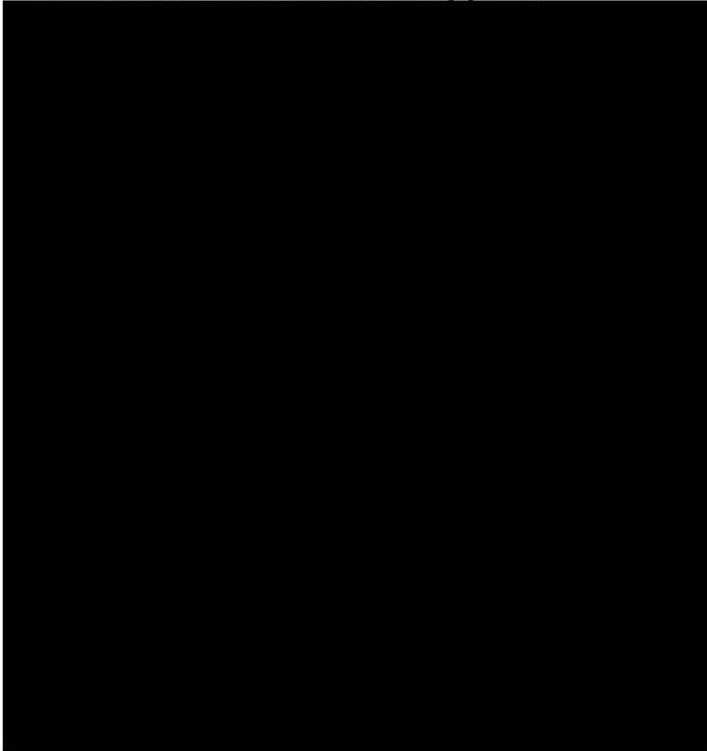
By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

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

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Contract.

For and on behalf of the Supplier:



Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

1.1.1.1 The contact details of the Relevant Authority's Data Protection Officer

1.1.1.2 The contact details of the Supplier's Data Protection Officer are:

1.1.1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.1.1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • Business contact details of Supplier Personnel for which the Supplier is the Controller, • Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller
Duration of the Processing	For the duration of the Framework Contract plus 7 years
Nature and purposes of the Processing	<p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</p>
Type of Personal Data	<ul style="list-style-type: none"> • Full name • Workplace address • Workplace Phone Number • Names • Job Title • Compensation