

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

### Order Form

CALL-OFF REFERENCE:	TLOT10158
THE BUYER:	Department for Transport
BUYER ADDRESS	Great Minster House, 33 Horseferry Road, London, SW1P 4DR
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 Analysis and Evaluation for Bus Sector Management Information and Bus Connectivity Assessments “the Call-Off Deliverables” and dated 04/01/2024.

It's issued under the Framework Contract with the reference number RM6187.

### CALL-OFF LOT(S): 8

### 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 cannot 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) - Mandatory
- Joint Schedule 2 (Variation Form) - Mandatory
- Joint Schedule 3 (Insurance Requirements) - Mandatory
- Joint Schedule 4 (Commercially Sensitive Information) - Mandatory
- 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) – Statement of Requirements

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:** 04/01/2024

**Call-off expiry date:** 04/01/2026

**Call-off initial period:** 24 Months

**Call-off extension options:** 2 x 12-month terms

**Call-off maximum value for the initial period (excl. VAT): £2,200,000 (two million, two hundred pounds)**

**Call-off deliverables:**

The Deliverables are as set-out in the Statement of Requirement relating to this call for competition 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:

**£1,100,000 (one million one hundred pounds)**

**Call-off charges**

Discounted Rate Card to be used:

XX

**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 [SSa.invoice@sharedservicesarvato.co.uk](mailto:SSa.invoice@sharedservicesarvato.co.uk)

## **FINANCIAL TRANSPARENCY OBJECTIVES**

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

### **Buyer's authorised representative**

XX

### **Buyer's security policy**

N/A

### **Supplier's authorised representative**

XX

### **Supplier's contract manager**

XX

### **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 including staff information, method statements, IP and information related to Prices. Additional commercially sensitive information will include Bus Operator and Local Transport Authority Commercially Sensitive Information acquired through the delivery of the requirement.

The Supplier is aware of the Buyer's responsibilities under the Freedom of Information Act (FOI) which may require it to release information to third parties arising from its involvement with the Supplier. Certain information provided by the Supplier may constitute trade secrets and/or commercially sensitive information and may be subject to exemption from disclosure by virtue of s43 of the FOI. While decisions on deciding whether this statutory exemption applies is a matter for the Buyer, the Supplier would ask that it is notified as soon as possible of any FOI request received by the Buyer and that the Buyer consults with the Supplier over whether the statutory exemption applies to the information requested

**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: XX

Name: XX

Role: Partner

Date: 4<sup>th</sup> Jan 2024

**For and on behalf of the Buyer:**

Signature: XX

Name: XX

Role: Commercial Relationship Manager

Date: 12<sup>th</sup> December 2023