

Crown Commercial Service

Call Off Order Form
Management Consultancy Services for Project Neptune
Transport Scotland
and
Ernst & Young LLP

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM

PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement dated **04 September 2018** for the provision of **Management Consultancy services for Project Neptune**.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Template Call Off Order Form and the Call Off Terms.

Order Number	To be provided separately
From	TRANSPORT SCOTLAND ("CUSTOMER")
To	ERNST & YOUNG LLP ("SUPPLIER")
Date	5th MARCH 2021 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 05 March 2021
1.2.	Expiry Date: End date of Initial Period: 05 March 2022 End date of Extension Period: n/a Minimum written notice to Supplier in respect of extension: 10 business days

2. SERVICES

2.1	Services required: Set out in Appendix B Statement of Requirements and below in schedule 2 to this call off order form.
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3. PROJECT PLAN

3.1.	<p>Project Plan</p> <p>The Supplier shall provide the Customer with a draft Project Plan for Approval within 5 Working Days from the Call Off Commencement Date.</p> <p>The Customer shall provide the Supplier with such information and assistance as the Supplier may reasonably require from time to time which will include access to the Customer's premises and staff. Any information provided by the Customer shall be accurate, complete and not misleading and will not infringe the intellectual property rights of any third party. The Supplier shall not be liable for any delay or other consequences resulting from the Customer's failure to provide such information and assistance.</p>
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4. CONTRACT PERFORMANCE

4.1.	<p>Standards:</p> <p>Not Applied</p>
4.2	<p>Service Levels/Service Credits:</p> <p>Not applied</p>
4.3	<p>Critical Service Level Failure:</p> <p>Not applied</p>
4.4	<p>Performance Monitoring:</p> <p>Not applied</p>
4.5	<p>Period for providing Rectification Plan:</p> <p>In Clause 39.2.1(a) of the Call Off Terms</p>

5. PERSONNEL

5.1	<p>Key Personnel:</p> <p>[redacted]</p>
5.2	<p>Relevant Convictions (Clause 28.2 of the Call Off Terms):</p> <p>Not Applied</p>

6. PAYMENT

6.1	<p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</p> <p>In Annex 1 of Call Off Schedule 3.</p> <p>As the Pricing Schedule totalling £156000</p>
6.2	<p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p>

	<p>In Annex 2 of Call Off Schedule 3.</p> <p>Lump-sum charge totalling £156000. Transport Scotland will be invoiced monthly on completion of the deliverables identified in the Consultant's accepted programme.</p>
6.3	<p>Reimbursable Expenses:</p> <p>Travel and subsistence costs travelling to the Customer's offices located outside Glasgow will be paid in accordance with their expenses policy and detail will be provided to you alongside the invoice. Due to the current working situation regarding COVID-19, it is not anticipated that significant travel to the Customer's offices will be possible. It is recognised by the Customer and Supplier that most, if not all, of the Engagement will be conducted on a remote working basis.</p> <p>Reimbursable expenses are permitted, but only expenses agreed in writing in advance with the Customer.</p>
6.4	<p>Customer billing address</p> <p>The email address for invoices is:</p> <p>invoices@transport.gov.scot</p> <p>Copy to : [redacted]</p>
6.5	<p>Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Charges are fixed for the duration of the Call Off Contract.</p>
6.6	<p>Supplier periodic assessment of Call Off Contract Charges</p> <p>Not applied</p>
6.7	<p>Supplier request for increase in the Call Off Contract Charges</p> <p>Permitted</p>

7. LIABILITY AND INSURANCE

7.1	<p>Estimated Year 1 Call Off Contract Charges:</p> <p>The sum of £200 000</p>
7.2	<p>Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms);</p> <p>In Clause 37.2.1 of the Call Off Terms.</p>
7.3	<p>Insurance (Clause 38.3 of the Call Off Terms):</p> <p>As per the Framework Agreement Terms</p> <p>There are no minimum insurance levels required under clause 38.3 of the Call-Off terms.</p>

8. TERMINATION AND EXIT

8.1	<p>Termination on material Default (Clause 42.2 of the Call Off Terms):</p> <p>In Clause 42.2.1(c) of the Call Off Terms</p>
8.2	<p>Termination without cause notice period (Clause 42.7 of the Call Off Terms):</p>

	In Clause 42.7 of the Call Off Terms
8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms
8.4	Exit Management: As per the Framework agreement terms Call Off Schedule 9 (Exit Management) will not apply

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: In Appendix B Statement of Requirements
9.2	Commercially Sensitive Information: The following supplier information shall be deemed Commercially Sensitive Information concerning supplier information under this contract: <ul style="list-style-type: none"> Any information relating to the Supplier's fee rates, its methodology for providing the services in question and any personal data provided by the Supplier, including the CVs of the staff engaged in the provision of the Services; Any information falling within the definition of "Supplier's Confidential Information. The duration of which such information shall be confidential is indefinite.

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short Form Schedule 7 (Security) will apply. Security clearance will be to BPSS level. Long Form Schedule 7 (Security), including Annex 1 (Security Policy) of the Call-Off terms will not apply.
10.4	ICT Policy: In Appendix B Statement of Requirements
10.6	Business Continuity & Disaster Recovery: In Appendix B Statement of Requirements Disaster Period: Not applied
10.7	NOT USED

10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms):
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address Customer's postal address and email address: [redacted] Transport Scotland Aviation Maritime Freight and Canals Buchanan House 58 Port Dundas Road Glasgow G4 OEF Email: [redacted] Supplier's postal address and email address: [redacted] Ernst & Young LLP Atria One 144 Morrison Street Edinburgh EH3 8EX Email: [redacted]
10.10	Transparency Reports Not required
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: 4.1 SCOTS LAW 5.1. SECURITY MEASURES 8. OBLIGATION TO ADVERTISE SUPPLY CHAIN OPPORTUNITIES] TUPE: Given the nature of the Services to be provided and the non-application of TUPE to the Services to be provided under this Order Form, Schedule 10 shall not apply to this engagement.
10.12	Call Off Tender: Not applied
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) Not applied.
10.14	Staff Transfer Not applied
10.15	Processing Data Details of Supplier/Customer Data Protection Officer to be provided on request.
10.16	MOD DEFCONS and DEFFORM Not required

11. COVID-19 RELATED

TO THE EXTENT THAT THE PROVISION OF THE SERVICES IS IMPACTED BY A PANDEMIC (WHICH SHALL INCLUDE, WITHOUT LIMITATION, COVID-19) AND ANY REASONABLE CONCERNS OR MEASURES TAKEN TO PROTECT THE HEALTH AND SAFETY INTERESTS OF EITHER PARTY'S PERSONNEL, THE PARTIES WILL WORK TOGETHER TO AMEND THE AGREEMENT TO PROVIDE FOR THE SERVICES TO BE DELIVERED IN AN APPROPRIATE MANNER, INCLUDING ANY RESULTING MODIFICATIONS WITH RESPECT TO THE TIMELINES, LOCATION, OR MANNER OF THE DELIVERY OF SERVICES.

HEY WILL USE REASONABLE EFFORTS TO PROVIDE THE SERVICES ON-SITE AND REMOTELY PROVIDED THAT, IN THE EVENT OF A PANDEMIC (WHICH SHALL INCLUDE, WITHOUT LIMITATION, COVID-19), THE PARTIES AGREE TO COOPERATE TO ALLOW FOR FURTHER REMOTE WORKING AND/OR AN EXTENDED TIMEFRAME TO THE EXTENT (I) ANY GOVERNMENT OR SIMILAR ENTITY IMPLEMENTS RESTRICTIONS THAT MAY INTERFERE WITH PROVISION OF ONSITE SERVICES; (II) EITHER PARTY IMPLEMENTS (A) VOLUNTARY LIMITATIONS ON TRAVEL OR MEETINGS THAT COULD INTERFERE WITH PROVISION OF ONSITE SERVICES, OR (B) ANY OTHER REASONABLE MEASURES TO PROTECT THE HEALTH AND SAFETY INTERESTS OF EITHER PARTY'S PERSONNEL THAT MAY INTERFERE WITH PROVISION OF ONSITE SERVICES, OR (III) AN EY RESOURCE DETERMINES THAT HE OR SHE IS UNABLE OR UNWILLING TO TRAVEL IN LIGHT OF A PANDEMIC-RELATED RISK.

FORMATION OF CALL OFF CONTRACT

BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms 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.

In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.

For and on behalf of the Supplier:

Name and Title	[redacted] , Partner, Ernst & Young LLP
Signature	[redacted]
Date	9 March 2021

For and on behalf of the Customer:

Name and Title	[redacted] Delegated Purchaser Transport Scotland
Signature	[redacted]
Date	9 March 2021

Annex 1 of Call Off Schedule 3

[redacted]

