

## **Crown Commercial Service**

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### **Call-Off Order Form for RM6187 Management Consultancy Framework Three (MCF3)**

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

### Order Form

CALL-OFF REFERENCE: TRCD3062

THE BUYER: The Department for Transport

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

THE SUPPLIER: PricewaterhouseCoopers LLP

SUPPLIER ADDRESS: PricewaterhouseCoopers LLP  
1 Embankment Place, London WC2N 6RH, UK

REGISTRATION NUMBER: OC303525

DUNS NUMBER: 73-336-7952

SID4GOV ID: SQ-XTSV59U/1

### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 16th February 2023. It is issued under the Framework Contract with the reference number **RM6187** for the provision of Discreet Strategic Consultancy for the Rapid Charging Fund (RCF).

### Call-off lot:

*Lot 4: Finance*

### 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 including 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 for TRCD3062**

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 5 (Pricing Details) - Principles to be used, but discounted rate card offered and fixed price deliverables are set out under Call-off Charges within this document and to be used to calculate the charges
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 20 (Call-Off Specification)

4. CCS Core Terms (version 3.0.10)

5. Joint Schedule 5 (Corporate Social Responsibility) **RM6187**

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:

#### **Special Term 1.**

In the course of the services we intend to use technology tools that allows data relating to electric vehicle charging infrastructure to be aggregated in different ways and to be presented graphically. Notwithstanding any other provision of the Call-Off Contract: i) the Supplier (or it's licensors) are and shall remain the owner(s) of the tool; and ii) the Buyer's rights in the technology tool will be (to the extent permitted by the Supplier) to use the technology tool to view certain information in connection with the Buyer's receipt of services in accordance with the Call-Off Contract. The Buyer shall not misappropriate or infringe any of the Suppliers rights in the technology tool.

The technology tool is a method of helping to provide the Services, and accordingly - unless the Supplier otherwise agrees in writing - it and its content: i) are not deliverables or part of the Service on which Buyer should rely, and may only be used at Buyer's own risk, ii) may not be provided to anyone else. Supplier cannot

guarantee access or the precise functionality due to the nature of technology tools, but Supplier will agree with the Buyer which individuals may have access, for how long, and any log-in process.

Buyer will, and it will ensure the users will, only use the technology tool and its content: i) for its intended purpose; ii) acting professionally; and iii) in accordance with the law and any terms of use applicable to the tool. To the extent that the Buyer or the users input anything into the technology tool, it agrees the Supplier may host those inputs and use them in connection with the services and in accordance with the Call-Off Contract. The Buyer agrees that it has all necessary rights in those inputs to allow Supplier to do so.

**Call-off start date:** 17th February 2023

**Call-off expiry date:** 16th February 2024

**Call-off initial period:** 12 months

**Call-off extension:** Subject to business requirement and Supplier performance, there is an option to extend for a further 12 months, which is to be agreed by both parties on a rolling 3 monthly basis by way of a Contract Variation

**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:

£1,400,000 Estimated Year 1 Charges of the Contract.

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### **Call-off charges**

The fixed Deliverables for this contract are as follows:

**REDACTED**

The fixed Deliverables will be invoiced to you as follows:

**REDACTED**

The Fixed PMO 3 monthly cost is as follows:

**REDACTED**

For the avoidance of doubt this fixed cost remains fixed and firm for the Call-off Initial Period of 12 months and subject to a rolling 3-month review if needed.

Discounted Rate Card to be used:

**REDACTED**

For the avoidance of doubt, the total charges are not to exceed £1,400,000 in the Initial Term and this total figure is a combination of fixed Deliverables, the PMO service and use of a rate card for ad-hoc requirement. We do not guarantee that this full amount will be spent.

### **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 Contract Manager**

REDACTED

**Buyer's security policy**

Not applicable

**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)**

Not applicable

**Supplier personnel and subcontractor(s)**

PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited

**Commercially sensitive information**

The following information shall be deemed Commercially Sensitive Information:

- 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 for which such information shall be confidential is indefinite.

**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 20 (Specification)

**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.

<b>For and on behalf of the Supplier:</b>	
Signature:	REDACTED
Name:	REDACTED
Role:	REDACTED
Date:	22/02/2023

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<b>For and on behalf of the Buyer:</b>	
Signature:	REDACTED
Name:	REDACTED
Role:	REDACTED
Date:	22/02/2023