



**Crown
Commercial
Service**

Call Off Order Form for Management Consultancy Services

Driver and Vehicle Standards Agency

Consultancy – Future of Shared Services (FoSS) Assurance

K280021397

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM AND CALL OFF TERMS

PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of **Management Consultancy Services** (Ref: **RM3745**) dated 4 September 2017.

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 Call Off Order Form and the Call Off Terms.

Order Number	To be confirmed.
From	Driver and Vehicle Standards Agency - DVSA ('CUSTOMER')
To	PricewaterhouseCoopers LLP ('SUPPLIER')
Date	2 August 2021 (Updated: 10th December 2021)

SECTION B

CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 2 August 2021
	Expiry Date: End date of Initial Period May 2022 although possibly beyond. Minimum written notice to Supplier in respect of extension: One (1) week.

SERVICES

2.1	Services required: Consultancy – Future of Shared Services Consultancy as per DVSA’s statement of requirements, a copy of which is embedded in Appendix 1, Schedule 2 Call Off Schedule: Services The Customer agrees that the scope of Services set out in DVSA’s specification, a copy of which is embedded in the Call Off Schedule 2 (Services), adequately reflects its requirements and addresses the mandatory requirements of Schedule 2 of the Framework Agreement. The Supplier shall not be required to provide any services that are not expressly set out in this Order Form. Customer responsibilities: 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 or to comply with its other obligations under this Call Off Contract. COVID-19 The ongoing uncertainty related to Coronavirus (COVID-19) may impact your and our ability to perform obligations under the agreement, including as a result of travel restrictions. For example, we may need to provide services from an alternative location, substitute personnel where practicable or work with you to establish remote access to your systems, as far as this is possible. If you are affected by COVID-19 and it has an impact on the agreement, please let us know so that we can seek solutions together. Please also see our website here for information in relation to responding to the business impacts of COVID-19
-----	--

PROJECT PLAN

3.1.	Project Plan: In Call Off Schedule 4 (Project Plan) & WP4 - Project FoSS Assurance - Ongoing Support FINAL v1.0 The Supplier shall provide the Customer with a draft Project Plan for Approval within five (5) Working Days from the Call Off Commencement Date. ‘Milestones’ – stages and timings in the statement of requirements.
-------------	---

CONTRACT PERFORMANCE

4.1.	Standards: Not applicable.
4.2	Service Levels/Service Credits: Not applied.
4.3	Critical Service Level Failure: Not applied.
4.4	Performance Monitoring: Not applied.
4.5	Period for providing Rectification Plan: The period of ten (10) Working Days in Clause 39.2.1(a) shall be amended to five (5) Working Days.

PERSONNEL

5.1	Key Personnel: DVSA XXXXXX redacted under section FOIA section 40 XXXXXX redacted under section FOIA section 40 PwC XXXXXX redacted under section FOIA section 40 XXXXXX redacted under section FOIA section 40 XXXXXX redacted under section FOIA section 40
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Not applied.
5.3	Supplier personnel and subcontractors: Supplier's teams may include contractors (which may include those operating through their own companies) as well as PwC staff. The Supplier assumes that the tax indemnity at clause 24 is not intended to apply in cases of any error by Customer in its determination under chapter 10, Part 2, ITEPA 2003 or failure to make such determination, resulting in a tax liability or demand of any kind.

5.4	COVID-19 The Customer shall afford the same protections in relation to the prevention/handling of COVID-19 to the Supplier's staff whilst such staff are on the Customer's premises or on third party premises (at the Customer's request) that the Customer affords to the Customer's own staff.

PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) & WP4 - Project FoSS Assurance - Ongoing Support FINAL v1.0
6.2	Payment terms/profile In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).
6.3	Reimbursable Expenses: Not permitted unless the supplier needs to travel to DVSA's Bristol HQ or other DVSA sites. If agreed they will not exceed rates reimbursable to DVSA staff.
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Arvato UK, 5 Sandringham Park, Swansea Vale, Llansamlet, Swansea SA7 0EA. Invoices, quoting DVSA's purchase order number should be posted to this address or else emailed in PDF format to ssa.invoice@sharedservices.co.uk
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Contract rate card prices are fixed for the duration of the commission.
6.6	Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: Not applicable.
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not Permitted.

LIABILITY AND INSURANCE

7.1	Estimated Call Off Contract Charges: Up to the sum of £850,000 excl. VAT. Updated 10/12/21 - £1.275m excl. VAT
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); In Clause 37.2.1 of the Call Off Terms
7.3	Insurance (Clause 38.3 of the Call Off Terms):

TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2.1(c) of the Call Off Terms):
------------	--

	In Clause 42.2.1(c) of the Call Off Terms.
8.2	Termination without cause notice period (Clause 42.7.1 of the Call Off Terms): The period of thirty (30) Working Days in Clause 42.7.1 shall be amended to ten (10) Working Days.
8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms.
8.4	Exit Management: Not applied.

SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applied.
9.2	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.

OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E. Recital C - date of issue of the Statement of Requirements: 4 June 2021. Recital D - date of receipt of Call Off Tender: 30 June 2021.
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required.
10.3	Security: Short form (paragraphs 1 to 5) of Schedule 7
10.4	ICT Policy: The Customer's "Acceptable Use of IT and Communications Equipment Policy" will only apply where the Supplier is working on the Customer's own systems. When working on its on systems, the Supplier will follow its own Information Security policy which has been attached below.  DVSA Acceptable Use Policy.docx  PwC Network Information Security

10.5	Testing: Not applied.
10.6	Business Continuity & Disaster Recovery: 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: XXXXXX redacted under section FOIA section 40 Supplier's postal address and email address: XXXXXX redacted under section FOIA section 40
10.10	Transparency Reports Not required .
10.11	Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14 and if required, any Customer alternative pricing mechanism): Not applied.
10.12	Call Off Tender: In Call Off Schedule 16 (Embedded In Appendix 1 of this document).
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) In clause 36.3.2 of the Call Off Terms.
10.14	Staff Transfer Given the nature of the services to be provided and the non-application of TUPE to the Services to be provided under this Call Off Contract, Schedule 10 shall not apply.
10.15	Processing Data Call Off Schedule 17.
10.16	MOD DEFCONs and DEFFORM Call Off Schedule 15 Not applicable.
10.17	Intellectual property

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 PricewaterhouseCoopers LLP :

Name and Title	XXXXXX redacted under section FOIA section 40
Signature	XXXXXX redacted under section FOIA section 40
Date	28 July 2021

For and on behalf of the Customer:

Name and Title	XXXXXX redacted under section FOIA section 40
Signature	XXXXXX redacted under section FOIA section 40
Date	23 July 2021

Appendix 1

Schedule 2 (Call Off Schedule: Services)

XXXXXX redacted under section FOIA section 43

Schedule 3 (Call Off Contract Charges, Payment and Invoicing)

XXXXXX redacted under section FOIA section 43

Schedule 16 (Call Off Tender)

XXXXXX redacted under section FOIA section 43

For and on behalf of PricewaterhouseCoopers LLP :

Name and Title	XXXXXX redacted under section FOIA section 40
Signature	XXXXXX redacted under section FOIA section 40
Date	23 December 2021

For and on behalf of the Customer:

Name and Title	XXXXXX redacted under section FOIA section 40
Signature	XXXXXX redacted under section FOIA section 40
Date	22 December 2021