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

Business Transformation Partner

Order Form

CALL-OFF REFERENCE: K280021804

THE BUYER: Driver and Vehicle Standards Agency

BUYER ADDRESS Berkeley House, Croydon Street, Bristol BS5 0DA

THE SUPPLIER: PricewaterhouseCoopers LLP (PwC)

SUPPLIER ADDRESS: 1 Embankment Place, London WC2N 6RH

REGISTRATION NUMBER: OC303525

DUNS NUMBER: **733367952**

SID4GOV ID: SQ-XTSV59U 1

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 3 February 2023.

It is issued under Crown Commercial Service framework contract number RM6187, Management Consultancy Framework 3 for the appointment of DVSA's Business Transformation Partner.

CALL-OFF LOT:

Lot 3 – Complex & Transformation

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract. Where numbers are missing, we are not using those schedules. 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

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Framework: RM6187 Model version: v3.7

Joint Schedules for RM6187 Management Consultancy Framework 3

- 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 10 (Rectification Plan) Mandatory
- Joint Schedule 11 (Processing Data) Mandatory

Call-Off Schedules for K280021804

- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 20 (Call-Off Specification)
- 3. CCS Core Terms (version 3.0.10)
- 4. Joint Schedule 5 (Corporate Social Responsibility) Mandatory
- 5. 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. Where there is conflict between Order Schedule 4 and Call Off Schedule 20, Call Off Schedule 20 will take precedence.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, or 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:

None.

Call-off start date: 3 February 2023

Call-off expiry date: 2 February 2024

Call-off deliverables: As outlined in PwC's proposal of 7 November 2022 and call off Schedule 20 (which takes precedence over PwC's proposal of 7 November 2022).

Option B: See details in Call-Off Schedule 20 (Call-Off Specification)

Security

N/A.

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: £451,125.

Call-off charges

Option B: See details in Call-Off Schedule 5 (Pricing Details)

Agreed contract charges are not subject to change for any reason during the contract period.

Reimbursable expenses

To be recovered only if agreement made in writing ahead of expenses being incurred and in line with rates which DVSA staff can claim.

Payment method

BACS.

Buyer's invoice address

Accounts Payable, Shared Services arvato, 5 Sandringham Park, Swansea Vale, Swansea SA7 0EA

Invoices may be posted to the above address or preferably emailed, as a PDF to: ssa.invoice@sharedservicesarvato.co.uk

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives do not apply to this Call-Off Contract.

Buyer's authorised representative

XXXXX redacted under FOIA section 40

Supplier's contract manager

XXXXX redacted under FOIA section 40

Progress report frequency

See details in Call-Off Schedule 20 Order Specification

Progress meeting frequency

See details in Call-Off Schedule 20 Order Specification

Kev staff

XXXXX redacted under FOIA section 40

Key subcontractor(s)

Not applicable

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.

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:

XXXXX redacted under FOIA section 40

Name: XXXXX redacted under FOIA section 40

Role: Partner

Date: 03 February 2023

Framework: RM6187 Model version: v3.7

For and on behalf of the Buyer:

Signature:

XXXXX redacted under FOIA section 40

Name: XXXXX redacted under FOIA section 40

Role: Senior Commercial Category Manager

Date: 03 February 2023

Joint Schedule 11

Processing Data

Joint Schedule 11 (Processing Data)

XXXXX redacted under FOIA section 40 and section 43

Schedule 5

Pricing Details

XXXXX redacted under FOIA section 43

Schedule 20

Call off Specification

Call-Off Schedule 20 (Call-Off Specification)

XXXXX redacted under FOIA section 43