

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

Order Form

CALL-OFF REFERENCE:	TETI10141
THE BUYER:	Department for Transport
BUYER ADDRESS	Great Minster House, 33 Horseferry Road, London, SW1P 4DR
THE SUPPLIER:	PRICEWATERHOUSECOOPERS LLP
SUPPLIER ADDRESS:	1 Embankment Place, LONDON, WC2N 6RH, United Kingdom
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 **03/10/2023**
It's issued under the Framework Contract with the reference number RM6187 for the
provision of **Options appraisal to support a UK sustainable aviation fuel industry.**

CALL-OFF LOT(S): Lot 9

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 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)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 20 (Call-Off Specification)
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

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is

- (i) specified in this Contract or
- (ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements.

Call-off start date: 04/10/2023

Call-off expiry date: 04/02/2024

Call-off initial period: 4 Months

CALL-OFF OPTIONAL EXTENSION PERIOD: Up to 18 months

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:

REDACTED

Call-off charges

Fixed cost Deliverables for this contract are as follows:

REDACTED

For Objective 6, plus any other additional work that may be agreed, the following rate card will be used. Fees will be invoiced on a monthly basis.

REDACTED

The fixed Deliverables will be invoiced to you as follows:

REDACTED

For the avoidance of doubt, the total charges are not to exceed **£500,000** (Five Hundred Thousand Pounds) in the initial 4 months of the contract term and this total figure is a combination of fixed deliverables, and use of a rate card for objective 6 (optional) and ad-hoc requirements. 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

Payment can only be made following completion of pre-agreed certified products and deliverables.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed, associated costs and reference the PO number.

Buyer's invoice address

Shared Services Centre, 5 Sandringham Park, Swansea, SA7 0EA.

Or **REDACTED**

FINANCIAL TRANSPARENCY OBJECTIVES

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

Buyer's authorised representative

REDACTED

Buyers Contract Manager

REDACTED

Buyer's security policy

N/A

Supplier's authorised representative

REDACTED

Supplier's contract manager

REDACTED

Progress report frequency

Weekly

Progress meeting frequency

As and when required but expected to be set to weekly as a minimum.

Key staff

REDACTED

Key subcontractor(s)

We will be engaged with:

Tolvik Consulting Ltd.,

REDACTED

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

N/A

Additional insurances

N/A

Guarantee

N/A

Buyer's environmental and social value policy

N/A

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: **REDACTED**

Name: **REDACTED**

Role: **REDACTED**

Date: 04/10/2023

For and on behalf of the Buyer:

Signature: **REDACTED**

Name: **REDACTED**

Role: **REDACTED**

Date: 04/10/2023