

CROWN COMMERCIAL SERVICE
AND
SUPPLIER
WORKPLACE SERVICES CONTRACT
(FM MARKETPLACE PHASE 2)
REF: RM6089

FRAMEWORK SCHEDULE 6:

ORDER FORM TEMPLATE AND CALL-OFF SCHEDULES
[Part A - Order Form Template]

Contract Number: K280021837

From the ("Buyer "): Driver and Vehicle Standards Agency

To the ("SUPPLIER")

Name: Reliance High-Tech Limited

Registered Address: The Columbia Centre, Station Road, Bracknell, RG12 1LP

Registered Number: 02025063

DUNS Number: 29-761-9645

APPLICABLE FRAMEWORK CONTRACT:

This Order Form is issued in accordance with and subject to the provisions of the Framework Contract with the reference number RM 6089 and dated 27/10/2022 for the provision of facilities management services.

CALL-OFF LOT(S):

This Call-Off Contract is in relation to the following Lot (please select)

Lot	Tick as appropriate	Supplier accreditations required for the Lot
1a		ISO 9001 ISO 14001 OHSAS 18001 Cyber Essentials Basic Member of Contractor Scheme (ACS) Member of an accreditation association and/or trade body of one or more of the following organisations: NSI - National Security Inspectorate BSIA – British Security Industry Association SIA - Security Industry Authority. IPSA - International Professional Security Association SSAIB - Security Systems and Alarm Inspection Board CCAS – Chamber Certification Assessment Services ISOQAR – Alcumus

1b	X	<p>ISO 9001 ISO 14001 OHSAS 18001 Cyber Essentials Basic Member of an accreditation association and/or trade body of one or more of the following organisations: NSI – National Security Inspectorate. BSIA – British Security Industry Association IPSA - International Professional Security Association SSAIB – Security Systems and Alarm Inspection Board Member of or willing to have before the first call-off, one of the following memberships of the below accreditation bodies: Register of Security Engineers (RSES) which encompasses Generalist Security Advisors (GSA) and Specialist Security Advisors (SSA). Register of Chartered Security Professionals (charteredsecurityprofessional.org). Association of Security Consultants (ASC) (securityconsultants.org.uk). Certified Professional Scheme – National Cyber Security Centre (NCSC) (www.ncsc.gov.uk/articles/about-certified-professional-scheme).</p>
2a		ISO 9001, ISO 14001, IS Cyber Essentials Plus
2b		<p>ISO 9001 ISO 14001 OHSAS 18001 Cyber Essentials Plus</p>
2c		<p>ISO 9001 ISO 14001 OHSAS 18001 Cyber Essentials Basic</p>
3		<p>ISO 9001 ISO 14001 OHSAS 18001 Cyber Essentials Plus</p>

CALL-OFF INCORPORATED TERMS

The following documents shall be incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If they conflict, the following order of precedence shall apply:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. The following Schedules:

Joint Schedule 1 (Definitions)
Joint Schedule 11 (Processing Data)
Call-Off Schedule 9 (Security)
Call-Off Schedule 28 (Call Off Specification)
Call-Off Schedule 10 (Exit Management)
Call-Off Schedule 5 (Call-Off Pricing)
Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
Call-Off Schedule 3 (Continuous Improvement)
Call-Off Schedule 1 (Transparency Reports)
Joint Schedule 12 (Supply Chain Visibility)
Joint Schedule 7 (Financial Distress)
Call-Off Schedule 7 (Key Staff)
Joint Schedule 6 (Key Subcontractors)
Call-Off Schedule 15 (Contract Management)
Joint Schedule 10 (Rectification Plan)
Joint Schedule 2 (Variation Form)
Joint Schedule 3 Insurance Requirements
Joint Schedule 4 (Commercially Sensitive Information)
The FM Core Terms (vFM2)
Joint Schedule 5 (Corporate Social Responsibility).

3. Call-Off Schedule 22 (Call-Off Tender) provided that any parts of the Call-Off Tender which offer a better commercial position for the Buyer (as decided by the Buyer) will take precedence over the documents above.

No other terms whether written on the back of, appended to this Order Form, or presented at the time of delivery shall form part of the Call-Off Contract.

SCHEDULES NOT USED IN THIS CONTRACT:

Call Off Schedule 26. Scottish Law
Call Off Schedule 27. Northern Ireland Law
Call-Off Schedule 20 (Clustering)
Call-Off Schedule 17 (MoD Terms)
Call Off Schedule 4 (Facilities Management)
Call-Off Schedule 6A (TUPE Surcharge) Optional for Lot 1B
Call Off Schedule 6B TUPE Transferring Buyer Employees-Contract Price Adjustment (Lot 2A, 2B and 3 only)
Call Off Schedule 23 (Redundancy Surcharge)
Call-Off Schedule 2 (Staff Transfer) (Optional for Lot 1B)

Call-Off Schedule 2: Part A (Staff Transfer At Start Date – Outsourcing From the Buyer) Call-Off
Schedule 2: Part B (Staff Transfer At Start Date – Transfer From Former Supplier)

Call-Off Schedule 2: Part C (No Staff Transfer On Start Date)

Call-Off Schedule 2: Part D (Pensions)

- Annex D1a (CSPS) and Annex D1b (MOD)

- Annex D2 (NHSPS)

- Annex D3 (LGPS)

Call-Off Schedule 2: Part E (Staff Transfer on Exit)

Call-Off Schedule 13 (Mobilisation Plan and Testing)

Call-Off Schedule 14 (Key Performance Indicators)

Call-Off Schedule 4A (Billable Works and Projects)

Call-Off Schedule 16 (Benchmarking)

Call-Off Schedule 12 (ICT Services Terms)

Call Off Schedule 11A, 11B and 11C (Insurance Requirements) (Lot 2A, 2B and 3 only)

Call Off Schedule 25 (Relevant Convictions)

Joint Schedule 9 (Minimum Standards of Reliability)

Call-Off Schedule 18 (Concession Agreement) (Lot 3 only)

Call-Off Schedule 21 (Performance Bond)

Joint Schedule 8 (Guarantee)

Call-Off Schedule 19 (Collateral Warranty Agreements)

Call Off Schedule 24 (Collaboration) (Lot 2A, 2B and 3 only)

CALL-OFF SPECIAL TERMS:

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

None

EFFECTIVE DATE: 28/11/2022

DATE THE CONTRACT PERIOD COMMENCES: 28/11/2022

MOBILISATION PERIOD: 28/11/2022

**START DATE / DATE THE CALL-OFF INITIAL PERIOD COMMENCES / DATE CONTRACT YEAR 1
COMMENCES: 28/11/2022**

DATE CALL-OFF INITIAL PERIOD ENDS) : 13/02/2024

CALLOFF OPTIONAL EXTENSION PERIOD 1 (START AND END DATES): 14/02/2024 TO 13/02/2025

TOTAL MAXIMUM CONTRACT PERIOD (not to exceed 10 years): 31/10/2022 to 13/02/2025

CALL-OFF CHARGES:

The Charges shall be calculated in accordance with Call-Off Schedule 5 (Call-Off Prices) on the basis of fixed prices and shall be calculated by reference to the fixed price pricing matrix set out below:

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Final v1.0

Please refer to Attachment 5 – Price Schedule.

The Charges shall not be impacted by any change to the Framework Prices and can only be changed by agreement in writing between the Buyer and the Supplier as a result of:

- (i) indexation;
- (ii) Specific Change in Law;
- (iii) benchmarking undertaken in accordance with Call-Off Schedule 16 (Benchmarking);
- (iv) Call Off Variation (agreed in writing and signed by both Parties in accordance with clause 24 of Core Terms').

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract (including any Mobilisation Period) is stated in Clause 11.2 of the Core Terms.

ESTIMATED YEAR ONE CONTRACT CHARGES

The Estimated Year One Contract Charges shall be £780,000.00

ADDITIONAL INSURANCES

Not applicable

INDEXATION

The Payment Index that shall be applied in relation to indexation shall only apply from 13/02/2024 and shall be applied on every yearly anniversary.

PASS THROUGH COSTS

Not Applicable

VARIATION THRESHOLD

The variation threshold ("Variation Threshold") for the purposes of Call-Off Schedule 5 (Call-Off Pricing) shall be 50% as per Public Contract Regulations 2015.

INCLUSIVE REPAIR THRESHOLD

Not applicable

METHOD OF PAYMENT

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

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

The supplier must invoice DVSA per complete month, monthly in arrears by the 25th of the month. Credit notes should be raised as necessary.

Suppliers must email their invoices as PDF to DVSA's Finance Shared Services with a valid Purchase Order (PO) number: ssa.invoice@sharedservicesarvato.co.uk

BUYER INVOICING ADDRESS:

ssa.invoice@sharedservicesarvato.co.uk

BUYER AUTHORISED REPRESENTATIVE:

XXX REDACTED UNDER FOIA SECTION 40

BUYER SECURITY POLICY:

This is available on DVSA.gov.uk.

FINANCIAL REPORTS

A financial report will be monitored annually on the contract anniversary.

PROGRESS REPORT FREQUENCY:

MI to be supplied by the 5th working day of each month.

PROGRESS MEETING FREQUENCY:

Once a month during implementation, and then quarterly thereafter.

KEY ROLES/STAFF:

XXX REDACTED UNDER FOIA SECTION 40

KEY SUBCONTRACTORS:

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION:

Not Applicable

SERVICE PERIOD:

The Service Period for the purposes of Call-Off Schedule 14 (Key Performance Indicators) shall be 15 months, and for any extension options.

KPI CREDITS, AT RISK % AND EARN BACK%:

KPI Credits shall accrue in accordance with Call-Off Schedule 14 (Key Performance Indicators).

RISK REGISTER:

No joint risk register will be maintained for this contract.

SMALL AND MEDIUM SIZED ENTERPRISES

Not applicable

RELEVANT CONVICTIONS:

Not Applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, it will comply with the following social value commitments as were provided for in its Tender:

Reliance High Tech are committed to reducing carbon emissions, we have actions on how to achieve environmental objectives, objectives, and planning to achieve them, and plans on how and when it will be done. Results are evaluated annually, in accordance with BS EN ISO 14001:2015 clause 9.1.1. We have several objectives for the period 2020-2024 along with our target aim, plans to achieve this and how we will measure it.

Objective number 1 is to capture CO2 emissions from all company vehicles and reduce these by 10% to meet government standards. This will be done and measured over a 5-year period. (2020-2024) To do this, we will gather vehicle type and travel distances over the month, and report on diesel and unleaded fuel in KgCo2 and KgCo2e measurement and then provide accurate carbon dioxide emission footprint for Reliance High-Tech from leased, personal and contractor vehicles. The aim is to achieve a reduction in quantitative value. Our environmental advisor acts on this data and is held accountable to our CEO.

Another objective is to account for Water resource use with a view of reduction by change to more efficient systems. Our target is to reduce the water usage figure once captured by 5% across the organisations over a 5-year cycle 2020-2024.

To do this, Reliance will capture water used in cubic meters for Reliance High-Tech over a 5 year cycle and aim to reduce consumption of natural resources water. These measurements form part of the greening government commitments which focus on key outcomes for reducing greenhouse gas emissions, waste and water consumption. The greening government commitments are the government's commitments for delivering sustainable operations and procurement. Water use - This could be metered mains supply or water extracted on site through boreholes or water courses. The aim to reduce overall usage by 5%.

Another objective is minimise power usage of equipment across office estate.

COUNTERPARTS

The Call-Off Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

Transmission of an executed counterpart of this Call-Off Contract (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Call-Off Contract. If either method of delivery is adopted, without prejudice to the validity of the Call-Off Contract thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

SIGNATURE AS A CONTRACT

Signed electronically via DocuSign.

Part B

Call-Off Schedules

Please find attachments sent with this Order Form.