

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

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**Order Form**

CALL-OFF REFERENCE: **K280020674**

THE BUYER: **Driver and Vehicle Standards Agency, DVSA**

BUYER ADDRESS **The Axis, Parliament Street, Nottingham**

THE SUPPLIER: **XMA**

SUPPLIER ADDRESS: **XMA LTD UNITED KINGDOM**  
**Wilford Industrial Estate,**  
**Ruddington Lane**  
**Nottingham, NG11 7EP**

REGISTRATION NUMBER:

DUNS NUMBER:

SID4GOV ID:

**APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated 26 April 2021.

It's issued under the Framework Contract with the reference number RM3781 for the provision of Multi Function Devices for the DVSA.

CALL-OFF LOT(S):

- Lot 2

**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 including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM3781
3. The following Schedules in equal order of precedence:
  - Joint Schedules for RM3781
    - Joint Schedule 2 (Variation Form)

Framework Ref: RM3781 v0.2

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- Joint Schedule 3 (Insurance Requirements)
  - Joint Schedule 4 (Commercially Sensitive Information)
  - Call-Off Schedules for  
Call-Off Schedule (Pricing Details as agreed in tender return)
4. CCS Core Terms (version 3.0.6)
  5. Joint Schedule 5 (Corporate Social Responsibility) RM3781
  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.]

No other Supplier terms are 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	<b>N/A</b>
CALL-OFF START DATE:	<b>26 April 2021</b>
CALL-OFF EXPIRY DATE:	<b>26 April 2026</b>
CALL-OFF INITIAL PERIOD:	<b>5 years (60 months)</b>
CALL-OFF OPTIONAL EXTENSION PERIOD	<b>N/A</b>

**CALL-OFF DELIVERABLES**

To lease devices to support printing at the locations across AUTHORITY sites as detailed in the requirements documentation . The final details of what model and how many devices will be required at each site will be finalised and agreed post award following a full collaborative print survey. There will be a provision to add and or reduce the number of devices at each site as per the requirements documentation in line with reducing estate contract.

The AUTHORITY will use Lease + Cost Per Copy option, available within Lot 2.

This includes:

Quarterly lease cost to cover the device.

Cost per copy - monthly charge which covers the number of clicks, maintenance & servicing. Runs in parallel to the lease agreement.

The AUTHORITY will be contracting to the XMA 'Flexi/Return' commercial model as tendered, thus providing the authority with the ability to exchange or return up to 20% of the AUTHORITY estate per annum for the initial 5yr term. This commercial model is applicable to the equipment within the original tender scope.

Any additional equipment added during the initial 5yr term will be added on a co-term basis (as stipulated within tender) unless otherwise requested by the authority; should any such additional requirements occur, the authority and XMA will evaluate the availability of the

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'Flexi/Return' commercial model on a case by case basis as there will be milestones within the initial term whereby this becomes too cost prohibitive (client/authority) or no longer commercially viable to support (XMA) .

The AUTHORITY and XMA have agreed that the early return of equipment will only be accepted via the following procedure:

- Fair and reasonable evaluation is made with XMA and the AUTHORITY concerning relocation or exchange of equipment before return.
- 3 months' notice (notice period will commence on the start of the next quarter once notice has been served)
- Notice to be served to

### **LOCATION FOR DELIVERY**

Devices must be shipped to agreed site as per locally agreed with the Project Manager as per agreed rollout plan.

### **TESTING OF DELIVERABLES**

As per collaborative testing plan agreed with DVSA.

### **WARRENTY PERIOD**

N/A as all devices are leased by DVSA.

### **CALL-OFF CHARGES**

Charges for the Deliverables.

The reducing estate cost equates to £488,682.21 if realised to its full potential over a 5-year period, if not realised to the full potential of reducing estate the costs could equate to £753,870 for the full 5-year lease and anticipated printing costs. The printing costs are variable.

In addition to the costs detailed, there may be a provision for engineer services, software provision year on year once the current software expires in October 21 (and associated transition costs). The software is an optional requirement and there is no guarantee the AUTHORITY will require this provision.

The AUTHORITY reserves the right to reduce or increase the print requirement in line with its needs, including the adoption of existing devices from with the AUTHORITY estate by agreement with the SUPPLIER.

As per quote on Tender return documentation dated 7 December 2020.

The total value of the contract will be £1.5 million, this allows the AUTHORITY to build in flexibility and to give total transparency of all contractual costs.

There is no guarantee that the AUTHORITY will spend up to the contract amount of £1.5Million, as this should not be expected, the AUTHORITY may not use all of the flexible or

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additional services outlined such as software, services, transition and engineer resource costs.

**REIMBURSABLE EXPENSES**

N/A

**PAYMENT METHOD**

Purchase order

**BUYER'S INVOICE ADDRESS:**

Invoice Address:

Shared Services Arvato,  
5 Sandringham Park,  
Swansea Vale,  
Swansea,  
SA7 0EA

**BUYER'S AUTHORISED REPRESENTATIVE**

Noveen Woolcock

Service Management

Noven.woolcock@dvs.gov.uk

Driver and Vehicle Standards Agency, The Axis, Parliament Street, Nottingham NG1 6LP

**BUYER'S ENVIRONMENTAL POLICY**

As detailed in the framework and requirements documentation.

**BUYER'S SECURITY POLICY**

As detailed in the framework and requirements documentation.

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

Adam Williams

XMA Halifax

1 Quarry Court

Beacon Hill Road

Halifax

West Yorkshire

HX3 6AQ

**SUPPLIER'S CONTRACT MANAGER**

Ann O'Shaughnessy

Contracts Director Operations

XMA Head Office,

7 Handley Page Way,

Old Parkbury Lane,

Colney Street,

St. Albans,

Hertfordshire,

AL2 2DQ.

**PROGRESS REPORT FREQUENCY**

Ad hoc as agreed with Rachael Smith or the Project Team.

Framework Ref: RM3781 v0.2

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**PROGRESS MEETING FREQUENCY**

Ad hoc as agreed with Rachael Smith or the Project Team.

**KEY STAFF**Rachael Smith, [rachael.smith2@dvsa.gov.uk](mailto:rachael.smith2@dvsa.gov.uk)

Digital Services and Strategy Project, DVSA

Amanda Daniels, [Amanda.daniels@dvsa.gov.uk](mailto:Amanda.daniels@dvsa.gov.uk)

Commercial Category Lead, DVSA

Noveen Woolcock, [Noveen.woolcock@dvsa.gov.uk](mailto:Noveen.woolcock@dvsa.gov.uk)

Senior Service Manager, DVSA

**KEY SUBCONTRACTOR(S)**

N/A

**COMMERCIALLY SENSITIVE INFORMATION**

Information to be managed as per Framework and requirements documentation.

**SERVICE CREDITS**

The Service Credits shall be calculated as shown below and take the form of the percentage of the Lease Agreement Charges to be deducted from the next invoice payable by the Customer. Such deductions shall be limited to a maximum of 10% of the Lease Agreement Charges per month in the month of failure.

REQUIREMENT					EXAMPLE		
Service Level	Service Level required	Critical Service Failure?	Subject to Service credit?	Weighting	Example level achieved	Failure (required minus achieved)	Weighting * Failure
PS1	98%	See call off document section 14 Critical Service Failure	Y	0.5	90%	8%	4%
PS2	100%	See call off document section 14 Critical Service Failure	Y	0.5	95%	5%	2.5%
PS3	100%	No	Y	0.5	98%	2%	1%
PS4	Zero breaches	See call off document section 14 Critical	Y	5	1 Breach	1 Breach	5%

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REQUIREMENT					EXAMPLE		
Service Level	Service Level required	Critical Service Failure?	Subject to Service credit?	Weighting	Example level achieved	Failure (required minus achieved)	Weighting * Failure
		Service Failure					
PS5	100%	See call off document section 14 Critical Service Failure	Y	5	1 Failure to report in 24 hr period	1 per Breach	5%
PS6	Within 5 working days of report period	No	Y	1.0 per day late	5 days late	5	5%
PS7	Within 5 working days of receipt	No	Y	1.0 per day late	5 days late	5	5%
PS8	100%	No	N	N/A	N/A	N/A	N/A
PS9	Within 5 working days of receipt	No	Y	1.0 per day late	5 days late	5	5%
PS10	Within 7 working days of receipt	No	Y	.5 per day late	5 days late	2.5	2.5%
PS11	Within 5 working days	No	Y	.5 per day late	5 days late	2.5	2.5%
PS12	95%	No	Y	0.1	90%	5%	0.5

**ADDITIONAL INSURANCES**

N/A

**GUARANTEE**

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)]

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	<div>DocuSigned by:</div> <div><i>Kelvin Lee</i></div> <div>85F8AB0776A7A2C</div>	Signature:	
Name:	Kelvin Lee	Name:	
Role:	Chief Operating Officer	Role:	
Date:	28 April 2021	Date:	