

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

Order Form

CALL-OFF REFERENCE: **PS/22/12**

THE BUYER: **Driver and Vehicle Licencing Agency (DVLA)**

BUYER ADDRESS **DVLA
Longview Road
Swansea
SA6 7JL**

THE SUPPLIER: **TDX Group**

SUPPLIER ADDRESS: XXXXX Redacted under FOIA section 40

REGISTRATION NUMBER: XXXXX Redacted under FOIA section 40

DUNS NUMBER: XXXXX Redacted under FOIA section 40

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables submitted as part of your organisations submission for Lot 1 of the following Framework Agreement.

It's issued under the Framework Contract with the reference number RM6226 for the provision of Debt Resolution Services.

CALL-OFF LOT(S):

Lot 1 – Managed Collection Services

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. The following Schedules in equal order of precedence:
 - Framework Schedules for RM6226
 - Framework Schedule 1 (General Requirements, Specification, Part A, General Requirements)
 - Framework Schedule 1 - Annex A (Managed Collection Services, Lot 1)
 - Framework Schedule 2 (Framework Tender)
 - Framework Schedule 3 (Framework Prices)
 - Framework Schedule 4 (Framework Management)
 - Framework Schedule 5 (Management Charges and Information)
 - Framework Schedule 5 - Annex 1 (RM6226 DRS MI Template)
 - Framework Schedule 8 (Self Audit Certificate)
 - Framework Schedule 9 (Cyber Essentials Scheme)
 - Joint Schedules for RM6226
 - Joint Schedule 1 (Definitions)
 - Joint Schedule 2 (Variation Form and Change Control Procedure)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 5 (Corporate Social Responsibility)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 9 (Minimum Standards of Reliability)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for RM6226
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 4 (Call Off Tender)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security Requirements)
 - Call-Off Schedule 10 (Exit Management)

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

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- Call-Off Schedule 13 (Implementation Plan and Testing)
- Call-Off Schedule 14 (Service Levels)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 16 (Benchmarking)
- Call-Off Schedule 18 (Background Checks)
- Call-Off Schedule 20 (Call-Off Specification)
- Call-Off Schedule 24 (Deed of Trust)

3. CCS Core Terms (version 3.0.11)

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

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

None

CALL-OFF START DATE: **1st April 2023**

CALL-OFF EXPIRY DATE: **31st March 2026**

CALL-OFF INITIAL PERIOD: **3 years**

CALL-OFF OPTIONAL EXTENSION PERIOD **2 x 12-month extension options**

CALL-OFF DELIVERABLES

See details in:

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Schedule 20 (Call-Off Specification)

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 is £4,500,000 combined commission based upon estimated liquidation for DCA panel & Managed Service Provider

CALL-OFF CHARGES

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

Where the Buyer Orders Managed Collection Services under this Call-Off Contract, the Buyer may, in accordance with Paragraph 2, Part B (Managed Collection Services) of Framework Schedule 3 (Framework Prices), at its discretion in any Financial Year, reforecast the annual Service Management Fee and the Charges due and payable for the balance of the Buyer's Financial Year shall be calculated and invoiced by the Supplier using the recalculated Service Management Fee.

Framework Ref: RM6226 Debt Resolution Services

Project Version: v1.0

Model Version: v3.5

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

See detail in Section 17 of Call-Off Schedule 20 (Specification)

BUYER'S INVOICE ADDRESS:

XXXXXX Redacted under FOIA section 40

BUYER'S AUTHORISED REPRESENTATIVE

XXXXXX Redacted under FOIA section 40

Category Lead

XXXXXX Redacted under FOIA section 40

XXXXXX Redacted under FOIA section 40

Contract Owner

XXXXXX Redacted under FOIA section 40

BUYER'S ENVIRONMENTAL POLICY

See details in Call-Off Schedule 20 (Specification)

BUYER'S SECURITY POLICY

Please see details in Section 16 of Call-Off Schedule 20 (Specification)

SUPPLIER'S AUTHORISED REPRESENTATIVE

XXXXXX Redacted under FOIA section 40

Managing Director – Debt Management & Executive Social Values Sponsor

XXXXXX Redacted under FOIA section 40

XXXXXX Redacted under FOIA section 40

Chief Commercial Officer

XXXXXX Redacted under FOIA section 40

XXXXXX Redacted under FOIA section 40

Chief Technology Director – Debt Services

XXXXXX Redacted under FOIA section 40

CONTRACT & FRAMEWORK MANAGER

XXXXXX Redacted under FOIA section 40

Contract & Framework Manager

XXXXXX Redacted under FOIA section 40

PROGRESS REPORT FREQUENCY

As outlined within Call-Off Schedule 1 (Transparency Reports)

PROGRESS MEETING FREQUENCY

Weekly and Monthly as outlined within Call-Off Schedule 15 (Call Off Contract Management)

KEY STAFF

XXXXXX Redacted under FOIA section 40
Supplier Management & Insolvency Director
XXXXXX Redacted under FOIA section 40

XXXXXX Redacted under FOIA section 40
CISO
XXXXXX Redacted under FOIA section 40

SUPPLIER CONTRACT MANAGERS

XXXXXX Redacted under FOIA section 40
Senior Client Relationship Manager
XXXXXX Redacted under FOIA section 40

XXXXXX Redacted under FOIA section 40
Head of Strategic Accounts
XXXXXX Redacted under FOIA section 40

KEY SUBCONTRACTOR(S)

XXXXXX Redacted under FOIA section 43

COMMERCIALLY SENSITIVE INFORMATION

Joint Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS

As outlined within Call-Off Schedule 14 (Service Levels)

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)

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	XXXXXX Redacted under FOIA section 40	Signature:	XXXXXX Redacted under FOIA section 40
Name:	XXXXXX Redacted under FOIA section 40	Name:	XXXXXX Redacted under FOIA section 40
Role:	MD TDX Group	Role:	Head of Commercial Services
Date:	March 27 2023	Date:	March 29 2023