

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

Order Form

CALL-OFF REFERENCE:	PS/21/208
THE BUYER:	Driver and Vehicle Licensing Agency
BUYER ADDRESS	Longview Road, Morriston, Swansea, SA6 7JL
THE SUPPLIER:	Specialist Computer Centres
SUPPLIER ADDRESS:	James House, Warwick Road, Tyseley, Birmingham, B11 2LE
REGISTRATION NUMBER:	REDACTED
DUNS NUMBER:	REDACTED
SID4GOV ID:	REDACTED

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 14th December 2021.

It's issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

CALL-OFF LOT(S):

Lot 3 Software & Associated 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 Joint Schedule 1(Definitions and Interpretation) RM6068
- 3 The following Schedules in equal order of precedence:
 - Joint Schedules for RM6068
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)

- Joint Schedule 12 Supply Chain Visibility
- Call-Off Schedules for PS/21/208
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
- 4 CCS Core Terms (version 3.0.6)
- 5 Joint Schedule 5 (Corporate Social Responsibility) RM6068
- 6 Call-Off Schedule 4 (Call-Off Tender)
- 7 Annexes A to E Call-Off Schedule 6 (ICT Services)

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 START DATE: 21st December 2021
CALL-OFF EXPIRY DATE: 20th December 2025
CALL-OFF INITIAL PERIOD: 4 Years

CALL-OFF SPECIAL TERMS

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

Special Term 1

The End User License Agreement signed of the 13th December 2017 by OpenText UK Limited and the Buyer will apply to this Call Off Contract

CALL-OFF DELIVERABLES

Licences and Support must be made available no later than 20th December 2021.

See details in Call-Off Schedule 20 (Call-Off Specification)

OpenText Products and services

OpenText Software 4 Year Term Licence	SKU	QTY	Licence Model
ECM One time fee right to use license for IDM/Records & Documents	REDACTED	5500	Named Users
Extended ECM Platform Named User	REDACTED	5500	Named Users
InfoArchive Enterprise Platform	REDACTED	25	TB
Support Services	SKU		
DM/Records & Documents Prime Protect	REDACTED		
INfoArchive Prime Protect	REDACTED		

Support services to be provided as per the Handbook at Call Off Schedule 6, Annex C

The Software Licenses listed in this Call Off Contract (the “Ordered Software”) are term licenses which are granted for four years commencing on 21st December 2021 (the “Term”) and shall expire on the 20th December 2025. After such expiration (a) the license granted for the Ordered Software will immediately terminate, (b) Buyer will immediately cease all use of the Ordered Software and (c) Buyer must either deliver to OT or destroy all copies of the Ordered Software, documentation, and OT confidential information in Buyer’s possession or control. Within 15 days after termination, an authorised representation of Buyer must certify in writing that all copies have been delivered to OT or destroyed.

LOCATION FOR DELIVERY

Driver and Vehicle Licencing Agency, Longview Road, Morriston, Swansea, SA6 7JL

DATES FOR DELIVERY OF THE DELIVERABLES

Licences and Support must be made available no later than 20th December 2021.

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 90 days.

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 £866,844.00.

CALL-OFF CHARGES

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

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of a Specific Change in Law or Benchmarking using Call-Off Schedule 16 (Benchmarking) where this is used.

PAYMENT METHOD

BACS

BUYER'S INVOICE ADDRESS:

Email Address: **REDACTED**

Invoice Procedures are as per Appendix A – DVLA Invoicing Procedures

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED

Contract Owner – IT Controls

Driver and Vehicle Licensing Agency, Longview Road, Morriston, Swansea, SA6 7JL

REDACTED

BUYER'S ENVIRONMENTAL POLICY

Appendix B – DVLA Environmental Policy

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

Group Assurance Director

REDACTED

SCC, James House, Warwick Road, Birmingham, B11 2LE

SUPPLIER'S CONTRACT MANAGER

REDACTED

Frameworks Account Manager

REDACTED

SCC, James House, Warwick Road, Birmingham, B11 2LE

PROGRESS REPORT FREQUENCY

If required, as and when required by the Parties.

PROGRESS MEETING FREQUENCY

If required, as and when required by the Parties.

KEY SUBCONTRACTOR(S)

Opentext UK Ltd, 420 Thames Valley Park Drive, Thames Valley Park, Reading, Berkshire, England

COMMERCIALLY SENSITIVE INFORMATION

REDACTED

For and on behalf of the Supplier:

Signature: **REDACTED**

Name: **REDACTED**

Role: Group Assurance Director

Date: 17/12/21

For and on behalf of Buyer:

Signature: **REDACTED**

Name: **REDACTED**

Role: Head of IT Commercial

Date: 17th December 2021