

RM6098 Framework Schedule 6a (Short Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: PS/25/05

SCC REFERENCE: OR-0314958

THE BUYER: Driver and Vehicle Licensing Agency

BUYER ADDRESS: Site no 3, Orbital Business Park, 5 Argon Rd,
London N18 3BY

THE SUPPLIER: Specialist Computer Centres PLC

SUPPLIER ADDRESS: James House, Warwick Rd, Birmingham, B11 2LE

REGISTRATION NUMBER: 01428210

DUNS NUMBER: 22-772-0521

SID4GOV ID: 210512

DVLA: This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form starting from 'APPLICABLE FRAMEWORK CONTRACT' and up to, but not including, the Signature block

It is essential that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier.

CALL-OFF SPECIAL TERMS

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

Special Term 1 – Staff Transfer

The Parties believe that the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any provisions replacing or amending those provisions (the

“Transfer Regulations”) do not apply to the transactions which are the subject matter of this Contract.

Notwithstanding the above, the Buyer shall indemnify the Supplier against any costs, claims, demands or expenses (including reasonable legal and other professional expenses) and all losses, damages, compensation and other liabilities including those incurred by or attributed to any sub-contractor of the Supplier (which shall include any incurred as a result of an indemnity or warranty given, or to be given by the Supplier to a sub-contractor) which arise out of or in connection with (and which arise during the term of the Contract or on or after the expiry or termination of the Contract):

1. the employment (if it is subsequently determined by a court or tribunal of competent jurisdiction that the Transfer Regulations do apply to a service transfer which arises in connection with this Contract), or termination of employment of former employees of the Buyer and/or any the Buyer's contractors, including for the avoidance of doubt any claims for breach of statutory duty, any claims for damages for breach of contract and/or compensation for unfair or wrongful dismissal or redundancy arising from any such employees having ceased for any reason to be employed;
2. any obligation to contribute to a pension scheme (whether an occupational pension scheme, personal pension scheme, stakeholder pension scheme, or public service pension scheme) where the required contribution exceeds the minimum level of contribution by an employer pursuant to sections 257 and 258 of the Pensions Act 2004 (and regulations under those sections);
3. to the extent it exceeds the obligation set out in sub-paragraph (b) above, any obligation to provide benefits in connection with:
 1. New Fair Deal;
 2. Old Fair Deal;
 3. Best Value Direction; and
 4. any other form of pension protection (whether or not on a statutory or overriding basis) including (on a non-exhaustive basis and without prejudice to the generality of the foregoing):
 1. the Railway Pensions (Protection and Designation of Schemes) Order 1994;
 2. the Franchising Schemes and Enhanced Partnership Schemes (Pension Protection) (England) Regulations 2017;
 3. the Electricity (Protected Persons) (England and Wales) Pension Regulations 1990;
 4. Schedule 8 to the Energy Act 2004;
 5. to the extent it exceeds the obligation set out in sub-paragraph (b) above, any obligation to provide benefits where such obligation transfers pursuant to [the Transfer Regulations] including (on a non-exhaustive basis and without prejudice to the generality of the foregoing):
 1. benefits which are not old age, invalidity or survivor benefits;
 2. benefits payable on redundancy or early retirement;

3. benefits which derive from the legal principles of *Beckmann v Dynamco Whicheloe Macfarlane, Martin v South Bank University, Procter & Gamble v SCA*;
4. benefits which transfer by reference to the Transferring Employee's contract or terms of employment;

and a reference to "benefits" in this paragraph includes, without prejudice to the generality of the foregoing, benefits payable by way of a pension or lump sum and whether payable to the applicable employee, their dependants, relations or other connected beneficiary."

Definitions:

"Best Value Direction" means the Best Value Authorities Staff Transfers (Pensions) Direction 2007 or the Welsh Authorities Staff Transfers (Pensions) Direction 2012 (as appropriate);

"New Fair Deal" means the revised Fair Deal position set out in the HM Treasury guidance: *"Fair Deal for staff pensions: staff transfer from central government"* issued in October 2013 including:

1. any amendments to that document; and
2. any similar protection required by the Contract;

"Old Fair Deal" means HM Treasury and/or Cabinet Office guidance: *"Staff Transfers from Central Government: A Fair Deal for Staff Pensions"* issued in June 1999 including the supplementary guidance *"Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues"* issued in June 2004;

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.

Special Term 2 - Contractors/Supplier must treat all information accessible by them as confidential and not suitable for wider disclosure.

Special Term 3 - The supplier must ensure that Artificial Intelligence (AI) is not used in any work on DVLA's systems, services, data (including personal data), sensitive code and any information without prior consideration and approval by DVLA's Information Assurance Group.

Special Term 4 - Suppliers shall have robust Business Continuity Plan which align to a code of practice such as ISO22301. Suppliers must supply the Business Continuity Overview and Policy Artifact to the Agency. The successful supplier will test their business continuity arrangements no less than once per annum. Outcomes of these tests or exercises must be made available to the Agency in writing upon request.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 20.03.2025

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

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It's issued under the Framework Contract with the reference number RM6098 for the provision of Technology Products & Associated Services.

CALL-OFF LOT(S): [this order form may be used for direct award only, where your requirement is bespoke or where adjustments have been made to terms and conditions, the full Framework Schedule 6 - Order Form Template should be used]

Lot 1: Hardware and Software and 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) RM6098
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6098
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 7 (Financial Difficulties) [including Annex 5 – Optional Terms for Bronze Contracts]
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for RM6098
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 6 (ICT Services)
 - [Call-Off Schedule 17 (MOD Terms)]
 - [Call-Off Schedule 19 (Scottish Law)]
 - [Call-off Schedule 21 (Northern Ireland Law)]
 - [Call-Off Schedule 23 (HMRC Terms)]
5. CCS Core Terms (version 3.0.11) as amended by the Framework Award Form
6. Joint Schedule 5 (Corporate Social Responsibility) RM6098
7. [Annexes A-E to Call-Off Schedule 6 (ICT Services)]
- 8.

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

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CALL-OFF START DATE: 27.03.2025

CALL-OFF EXPIRY DATE: 26.03.2026

CALL-OFF INITIAL PERIOD: 12 month

CALL-OFF DELIVERABLES

Part Code	Description	Qty
PTBCON01	Project Management Services	10
PTBCON01	Technical Consultant	47
PTBCON01	Technical Consultant (Weekend Working)	2
PTBCON01	Optional Contingency - Technical Consultancy	10

LOCATION FOR DELIVERY

S20ite no 3, Orbital Business Park, 5 Argon Rd, London N18 3BY

DATES FOR DELIVERY

01/04/2025

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be OpenText insert minimum warranty period. Minimum is 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 **£104,370.00** estimated Charges in the first 12 months of the Contract. The Buyer must always provide a figure here]

CALL-OFF CHARGES

Part Code	Description	Qty	Total
PTBCON01	Project Management Services	10	£14,700.00
PTBCON01	Technical Consultant	47	£69,090.00
PTBCON01	Technical Consultant (Weekend Working)	2	£5,880.00
PTBCON01	Optional Contingency - Technical Consultancy	10	£14,700.00
		Total ex. VAT	£104,370.00

PAYMENT METHOD

Consultancy time will be invoiced on a monthly basis.

Description	Hourly Rate	No of Hours	Amount (ex. VAT)
Technical Consultancy	£196.00	352.50	£69,090.00
Project Management	£196.00	75	£14,700
Weekend Consultancy	£391.99	15	£5,880
Contingency	£186.99	75	£14,700
Learning Services			£0
Expenses			£0
Estimated Total	517.50		£ 104,370.00

Invoices for Services provided shall follow the requirements of Section 4.3 of the PSA and shall be sent to the attention of the Customer contact person unless otherwise specified by the Customer

BUYER'S INVOICE ADDRESS:

DVLA

XXXXXXX Redacted under FOIA section 40 @dvla.gov.uk
site no 3, Orbital Business Park, 5 Argon Rd, London N18 3BY

BUYER'S AUTHORISED REPRESENTATIVE

XXXXXXX Redacted under FOIA section 40

Commercial Advisor

Commercial Directorate

SUPPLIER'S AUTHORISED REPRESENTATIVE:

XXXXXXX Redacted under FOIA section 40

Commercial Services Director

XXXXXXX Redacted under FOIA section 40 @scc.com **XXXXXXX Redacted under FOIA section 40** @scc.com

James House, Warwick Road, Birmingham, B11 2LE

SUPPLIER'S CONTRACT MANAGER **XXXXXXXX Redacted under FOIA section 40**,
Framework & Public Sector Key Pursuit Manager
SCC, James House, Warwick Road, Birmingham, B11 2LE
XXXXXXXX Redacted under FOIA section 40@scc.com

KEY SUBCONTRACTOR(S)

N/A

COMMERCIAL SENSITIVE INFORMATION







Not applicable

GUARANTEE

Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	XXXXXXXX Redacted under FOIA section 40	Signature:	XXXXXXXX Redacted under FOIA section 40
Name:	XXXXXXXX Redacted under FOIA section 40	Name:	XXXXXXXX Redacted under FOIA section 40
Role:	Commercial Services Director	Role:	Associate Commercial Lead
Date:	27/03/2025	Date:	27/03/2025

Annex 2: Core Terms and Applicable Schedules

Document Name	Document
Joint Schedule 2 (Variation Form)	 RM6098 Joint Schedule 2 - Variation
Joint Schedule 3 (Insurance Requirements)	 RM6098 Joint Schedule 3 - Insurance
Joint Schedule 4 (Commercially Sensitive Information)	 RM6098 Joint Schedule 4 - Commer
Joint Schedule 10 (Rectification Plan)	 RM6098 Joint Schedule 10 - Rectific
Joint Schedule 11 (Processing Data)	 RM6098 Joint Schedule 11 - process
Annex A Statement of Work	 DVLA - OpenText SOW.docx