



**RM6100 Technology Services 3 Agreement  
Framework Schedule 4 - Annex 1  
Lots 2, 3 and 5 Order Form**

## Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated [25/09/2023] between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1234>. The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and/or Goods specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

In this Order Form, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) of the Call-Off Terms

This Order Form shall comprise:

1. This document headed "Order Form";
2. Attachment 1 – Services Specification;
3. Attachment 2 – Charges and Invoicing;
4. Attachment 3 – Implementation Plan;
5. Attachment 4 – Service Levels and Service Credits;
6. Attachment 5 – Key Supplier Personnel and Key Sub-Contractors;
7. Attachment 6 – Software;
8. Attachment 7 – Financial Distress;
9. Attachment 8 - Governance
10. Attachment 9 – Schedule of Processing, Personal Data and Data Subjects;
11. Attachment 10 – Transparency Reports; and
12. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses.

The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:

- .1.1 the Framework, except Framework Schedule 18 (Tender);
- .1.2 the Order Form;
- .1.3 the Call Off Terms; and



.1.4 Framework Schedule 18 (Tender).

## Section A General information

Contract Details	
<b>Contract Reference:</b>	K280021751
<b>Contract Title:</b>	CVS CI Capability & Prioritised Service Improvements
<b>Contract Description:</b>	Phase 3 of CVS will focus on 2 main areas: The requirements to provide a continuous improvement Team for CVS. The requirements to be able to scale up the team and accelerate the delivery of roadmap items that are prioritised based on user value
<b>Contract Anticipated Potential Value:</b> this should set out the total potential value of the Contract	Up to £6.5m for CI core work over 2 years (exc of VAT) Option to increase to £16,700,000 (exc VAT) for any additional service improvements, all spend for additional work will be subject to further additional spend approvals prior to commitment. There is no commitment to spend any/all of the above.
<b>Estimated Year 1 Charges:</b>	CI costs up to £3,654,050 Additional service work is unknown and cannot be calculated for the first year period at this stage.
<b>Commencement Date:</b> this should be the date of the last signature on Section E of this Order Form	<b>2/10/2023</b>

Buyer details
<b>Buyer organisation name</b> Driver Vehicle Standards Agency
<b>Billing address</b> Your organisation's billing address - please ensure you include a postcode Berkeley House, Croydon Street, Bristol, BS5 0DA

**Buyer representative name**

The name of your point of contact for this Order

**Buyer representative contact details**

Email and telephone contact details for the Buyer's representative. This must include an email for the purpose of Clause 50.6 of the Contract.

**Buyer Project Reference**

Please provide the customer project reference number.

K280021751

**Supplier details****Supplier name**

The supplier organisation name, as it appears in the Framework Agreement

BJSS Ltd

**Supplier address**

Supplier's registered address

1, Whitehall Quay,

Leeds

England

LS1 4HR

**Supplier representative name**

The name of the Supplier point of contact for this Order

[Click here to enter text.](#)

**Supplier representative contact details**

Email and telephone contact details of the supplier's representative. This must include an email for the purpose of Clause 50.6 of the Contract.

[Click here to enter text.](#)

**Order reference number or the Supplier's Catalogue Service Offer Reference Number**

A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number.

K280021751

**Guarantor details**

*Guidance Note: Where the additional clause in respect of the guarantee has been selected to apply to this Contract under Part C of this Order Form, include details of the Guarantor immediately below.*



**Guarantor Company Name**

The guarantor organisation name

N/A

**Guarantor Company Number**

Guarantor's registered company number

N/A

**Guarantor Registered Address**

Guarantor's registered address

N/A



## Section B

### Part A – Framework Lot

#### Framework Lot under which this Order is being placed

*Tick one box below as applicable (unless a cross-Lot Further Competition or Direct Award, which case, tick Lot 1 also where the buyer is procuring technology strategy & Services Design in addition to Lots 2, 3 and/or 5. Where Lot 1 is also selected then this Order Form and corresponding Call-Off Terms shall apply and the Buyer is not required to complete the Lot 1 Order Form.*

- |  |                                     |
|--|-------------------------------------|
| 1. TECHNOLOGY STRATEGY & SERVICES DESIGN | <input type="checkbox"/>            |
| 2. TRANSITION & TRANSFORMATION           | <input type="checkbox"/>            |
| 3. OPERATIONAL SERVICES                  |                                     |
| a: End User Services                     | <input type="checkbox"/>            |
| b: Operational Management                | <input type="checkbox"/>            |
| c: Technical Management                  | <input type="checkbox"/>            |
| d: Application and Data Management       | <input checked="" type="checkbox"/> |
| 5. SERVICE INTEGRATION AND MANAGEMENT    | <input type="checkbox"/>            |

### Part B – The Services Requirement

#### Commencement Date: 2/10/2023

See above in Section A

#### Contract Period

*Guidance Note – this should be a period which does not exceed the maximum durations specified per Lot below:*

Lot	Maximum Term (including Initial Term and Extension Period) – Months (Years)
2	36 (3)
3	60 (5)
5	60 (5)

**Initial Term** Months

24

**Extension Period (Optional)** Months

12 + 12

**Minimum Notice Period for exercise of Termination Without Cause** 30 days

(Calendar days) *Insert right (see Clause 35.1.9 of the Call-Off Terms)*

#### Sites for the provision of the Services

*Guidance Note - Insert details of the sites at which the Supplier will provide the Services, which shall include details of the Buyer Premises, Supplier premises and any third party premises.*



The Supplier shall provide the Services from the following Sites:

**Buyer Premises:**

The Services will be delivered to DVSA offices.

The services will primarily be delivered remotely, but there will be an occasional requirement to attend DVSA office locations.

DVSA The Ellipse Padley Road Swansea SA1 DVSA

1 Unity Square, Queensbridge Road, Nottingham, NG2 1AW

DVSA Eastgate House Kings Manor Business Park, Newcastle

DVSA Bristol Office , Berkeley House, Croydon, BS5 0DA

**Supplier Premises:**

N/A

**Third Party Premises:**

N/A

**Buyer Assets**

*Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms*

*Not Applicable*

**Additional Standards**

*Guidance Note: see Clause 13 (Standards) and the definition of Standards in Schedule 1 of the Contract. Schedule 1 (Definitions). Specify any particular standards that should apply to the Contract over and above the Standards.*

*Not Applicable*

**Buyer Security Policy**

*Guidance Note: where the Supplier is required to comply with the Buyer's Security Policy then append to this Order Form below.*

Available in Annex 1

**Buyer ICT Policy**

*Guidance Note: where the Supplier is required to comply with the Buyer's ICT Policy then append to this Order Form below.*

Available in Annex 1

**Insurance**

*Guidance Note: if the Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Agreement or the Buyer requires any additional insurances please specify the details below.*



Third Party Public Liability Insurance (£) - 1,000,000

Professional Indemnity Insurance (£) - 5,000,000

### Buyer Responsibilities

*Guidance Note: list any applicable Buyer Responsibilities below.*

Not Applicable

### Goods

*Guidance Note: list any Goods and their prices.*

N/A

### Governance – Option Part A or Part B

*Guidance Note: the Call-Off Terms has two options in respect of governance. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is limited project governance required during the Contract Period.*

Governance Schedule	Tick as applicable
Part A – Short Form Governance Schedule	<input type="checkbox"/>
Part B – Long Form Governance Schedule	<input checked="" type="checkbox"/>

The Part selected above shall apply this Contract.

### Change Control Procedure – Option Part A or Part B

*Guidance Note: the Call-Off Terms has two options in respect of change control. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is no requirement to include a complex change control procedure where operational and fast track changes will not be required.*

Change Control Schedule	Tick as applicable
Part A – Short Form Change Control Schedule	<input type="checkbox"/>
Part B – Long Form Change Control Schedule	<input checked="" type="checkbox"/>

The Part selected above shall apply this Contract. Where Part B is selected, the following information shall be incorporated into Part B of Schedule 5 (Change Control Procedure):

- for the purpose of Paragraph 3.1.2 (a), costs for any required impact assessments shall be negotiated between the Supplier and Buyer when a potential change is required. Costs may be covered within the existing costs of CI, if it is confirmed that it won't have a negative effect on the delivery of CI. This will be agreed by the Supplier and Buyer.
- for the purpose of Paragraph 8.2.2, this will be discussed and agreed by Supplier and Buyer if and when required.



## Section C

### Part A - Additional and Alternative Buyer Terms

#### **Additional Schedules and Clauses** (see Annex 3 of Framework Schedule 4)

This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5.

#### **Part A – Additional Schedules**

Guidance Note: Tick any applicable boxes below

Additional Schedules	Tick as applicable
S1: Implementation Plan	✓
S2: Testing Procedures	x
S3: Security Requirements (either Part A or Part B)	Part A <input type="checkbox"/> or Part B <input checked="" type="checkbox"/>
S4: Staff Transfer	<input type="checkbox"/>
S5: Benchmarking	x
S6: Business Continuity and Disaster Recovery	✓
S7: Continuous Improvement	✓
S8: Guarantee	x
S9: MOD Terms	x

#### **Part B – Additional Clauses**

Guidance Note: Tick any applicable boxes below

Additional Clauses	Tick as applicable
C1: Relevant Convictions	✓
C2: Security Measures	✓
C3: Collaboration Agreement	<input type="checkbox"/>

Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

#### **Part C - Alternative Clauses**

Guidance Note: Tick any applicable boxes below

The following Alternative Clauses will apply:

Alternative Clauses	Tick as applicable
Scots Law	✓
Northern Ireland Law	✓
Joint Controller Clauses	✓

Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.





## Part B - Additional Information Required for Additional Schedules/Clauses Selected in Part A

### **Additional Schedule S3 (Security Requirements)**

*Guidance Note: where Schedule S3 (Security Requirements) has been selected in Part A of Section C above, then for the purpose of the definition of "Security Management Plan" insert the Supplier's draft security management plan below.*

BJSS to submit within twenty (20) Working Days after the Commencement Date 2/10/2023

### **Additional Schedule S4 (Staff Transfer)**

*Guidance Note: where Schedule S4 (Staff Transfer) has been selected in Part A of Section C above, then for the purpose of the definition of "Fund" in Annex D2 (LGPS) of Part D (Pension) insert details of the applicable fund below.*

N/A

### **Additional Clause C1 (Relevant Convictions)**

*Guidance Note: where Clause C1 (Relevant Convictions) has been selected in Part A of Section C above, then for the purpose of the definition of "Relevant Convictions" insert any relevant convictions which shall apply to this contract below.*

N/A

### **Additional Clause C3 (Collaboration Agreement)**

*Guidance Note: where Clause C3 (Collaboration Agreement) has been selected in Part A of Section C above, include details of organisation(s) required to collaborate immediately below.*

N/A

## Section D Supplier Response

### **Commercially Sensitive information**

Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract – use specific references to sections rather than copying the relevant information here.



## Section E Contract Award

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.

### SIGNATURES

#### For and on behalf of the Supplier

Name	
Job role/title	
Signature	
Date	

#### For and on behalf of the Buyer

Name	
Job role/title	
Signature	
Date	



Crown  
Commercial  
Service

## **Attachment 1 – Services Specification**



## Attachment 2 – Charges and Invoicing

- Statements of work will be used to monitor milestone payments.
- A performance checkpoint will take place, prior to payment of the invoice to ensure expected deliverables have been met in the Statement of work.
- Fees will be invoiced monthly in arrears in accordance with service deliverables defined in the statement of work.
- All additional work (excluding CI) will need to go through the change control process documented in the contract management plan and the framework T&Cs (schedule 5)

## Part B – Service Charges

## Part C – Supplier Personnel Rate Card for Calculation of Time and Materials Charges

Embed staff list from response	



## Part D – Risk Register

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 12
Risk Number	Risk Name	Description of risk	Timing	Likelihood	Impact (£)	Impact (description)	Mitigation (description)	Cost of mitigation	Post-mitigation impact (£)	Owner

## Part E – Early Termination Fee(s)



### Attachment 3 – Outline Implementation Plan




Crown  
Commercial  
Service



## Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

- .1.5 The Parties agree that they will update this Attachment 5 periodically to record any changes to Key Supplier Personnel and/or any Key Sub-Contractors appointed by the Supplier after the Commencement Date for the purposes of the delivery of the Services.

### Part A – Key Supplier Personnel

### Part B – Key Sub-Contractors

Key Sub-contractor name and address (if not the same as the registered office)	Registered office and company number	Related product/Service description	Key Sub-contract price expressed as a percentage of total projected Charges over the Contract Period	Key role in delivery of the Services





## Attachment 6 – Software

- .1.1 The Software below is licensed to the Buyer in accordance with Clauses 20 (*Intellectual Property Rights*) and 21 (*Licences Granted by the Supplier*).
- .1.2 The Parties agree that they will update this Attachment 6 periodically to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

### Part A – Supplier Software

The Supplier Software includes the following items:

All software created throughout the course of the contract is the property of DVSA. The Supplier is not licensing anything to DVSA through the course of the contract.

## Attachment 7 – Financial Distress

For the purpose of Schedule 7 (Financial Distress) of the Call-Off Terms, the following shall apply:

DVSA will continue to monitor the financial standing by reviewing the Dun & Bradstreet report quarterly.

CCS will continue to monitor scores on a regular basis and will receive automatic alerts if a supplier's scores fluctuate. CCS may issue a termination notice to a Supplier where in the reasonable opinion of CCS there is a material detrimental change in the financial standing and/or credit rating of the supplier which:

- (a) adversely impacts on the Supplier's ability to supply the services under this Framework Agreement; or
- (b) could reasonably be expected to have an adverse impact on the Supplier's ability to supply the Services under this Framework Agreement.

- Attachment 8 – Governance

### PART A – SHORT FORM GOVERNANCE

For the purpose of Part A of Schedule 7 (Short Form Governance) of the Call-Off Terms, the following board shall apply:

Operational Board	
Buyer Members for the Operational Board	
Supplier Members for the Operational Board	
Frequency of the Operational Board	
Location of the Operational Board	

### PART B – LONG FORM GOVERNANCE

For the purpose of Part B of Schedule 7 (Long Form Governance) of the Call-Off Terms, the following boards shall apply:

SERVICE MANAGEMENT BOARD	
Buyer Members of Service Management Board (include details of chairperson)	

Supplier Members of Service Management Board	
Start Date for Service Management Board meetings	
Frequency of Service Management Board meetings	
Location of Service Management Board meetings	

Programme Board	
Buyer members of Programme Board (include details of chairperson)	
Supplier members of Programme Board	
Start date for Programme Board meetings	
Frequency of Programme Board meetings	
Location of Programme Board meetings	

Change Management Board	
Buyer Members of Change Management Board (include details of chairperson)	
Supplier Members of Change Management Board	
Start Date for Change Management Board meetings	
Frequency of Change Management Board meetings	
Location of Change Management Board meetings	

Technical Board	
Buyer Members of Technical Board (include details of chairperson)	
Supplier Members of Technical Board	
Start Date for Technical Board meetings	
Frequency of Technical Board meetings	
Location of Technical Board meetings	

Risk Management Board	
Buyer Members for Risk Management Board (include details of chairperson)	
Supplier Members for Risk Management Board	
Start Date for Risk Management Board meetings	
Frequency of Risk Management Board meetings	
Location of Risk Management Board meetings	

## Attachment 9 – Schedule of Processing, Personal Data and Data Subjects

This Attachment 9 shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Buyer at its absolute discretion.

- 1.1.1.1 The contact details of the Buyer's Data Protection Officer are [REDACTED]  
 1.1.1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]  
 1.1.1.3 The Processor shall comply with any further written instructions with respect to processing by the Controller.  
 1.1.1.4 Any such further instructions shall be incorporated into this Attachment 9.

Description	Details
Identity of Controller for each Category of Personal Data	<b>[The Authority is Controller and the Supplier is Processor]</b>  The Parties acknowledge that in accordance with Clause 34.2 to 34.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:
Duration of the processing	2/10/2023 (option to extend 1 + 1)
Nature and purposes of the processing	he nature of the processing means any operation such as collection, recording, organisation, structuring, storage, retrieval & migration, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.
Type of Personal Data	name, address, date of birth, NI number, telephone number, pay, images, company details, email addresses, IP addresses (no special category data) Criminal conviction data.
Categories of Data Subject	staff (including volunteers, agents, and temporary workers), customers/clients, suppliers, members of the public, users of a particular website
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Return of DVSA devices after contract end. Where there's data on BJSS devices, this will be returned and destroyed after contract comes to an end.

## **Attachment 10 – Transparency Reports**

Performance

Charges

Technical

Performance management

Social Value KP

# Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses



S6 BUSINESS CONTINUIT.docx



RM6100-Lots-2-3-and-5-Additional-and-A



C2 clause - security measures.docx



Additional Schedule 3 - Security Requiremer



SCHEDULE 7 -Governance.docx



Schedule 5 Change Control Process.docx



Schedule 3 - Performance Monitor



S7 CONTINUOUS IMPRC