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

**Order Form**

CALL-OFF REFERENCE: **K280021763**

THE BUYER: **Driver & Vehicle Standards Agency (DVSA)**

BUYER ADDRESS The Ellipse,

 Padley Road,

 Swansea,

 SA1 8AN

THE SUPPLIER: **CloudThing Ltd**

SUPPLIER ADDRESS: Seven House
 18 High Street,
 Northfield,
 Birmingham,
 B31 2UQ

REGISTRATION NUMBER: **07510381**

DUNS NUMBER: **27-710-8519**

SID4GOV ID:

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

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **21/09/2022**

It’s issued under the Framework Contract with the reference number RM6193 for the provision of Software Design and Implementation Services.

CALL-OFF INCORPORATED TERMS

The Joint Schedules and Call-Off Schedules for RM6193 are incorporated into this Call-Off Contract. 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) RM6193
3. The following Schedules in equal order of precedence:
* Joint Schedules for **RM6193**
	+ Joint Schedule 2 (Variation Form)
	+ Joint Schedule 3 (Insurance Requirements)
	+ Joint Schedule 4 (Commercially Sensitive Information)
	+ Joint Schedule 10 (Rectification Plan)
	+ Joint Schedule 11 (Processing Data)
	+ Joint Schedule 12 (Supply Chain Visibility)
* Call-Off Schedules for **RM6193**
	+ Call-Off Schedule 1 (Transparency Reports)
	+ Call-Off Schedule 2 (Staff Transfer)
	+ Call-Off Schedule 3 (Continuous Improvement)
	+ 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) - TBD
	+ Call-Off Schedule 10 (Exit Management)
	+ Call-Off Schedule 11 (Installation Works)
	+ Call-Off Schedule 13 (Implementation Plan and Testing)
	+ Call-Off Schedule 14b (Service Levels/Balanced Scorecards)
	+ 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) - Done
	+ Call-off Schedule 22 (Lease Terms)
	+ Call-Off Schedule 23 (Supplier-Furnished Terms)
1. CCS Core Terms (version 3.0.10)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6193

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:

CALL-OFF START DATE: **22/11/2022**

CALL-OFF EXPIRY DATE: **22/03/2024**

CALL-OFF INITIAL PERIOD: 14 Months

CALL-OFF DELIVERABLES

Option B: See details in Call-Off Schedule 20 (Call-Off Specification)

Further deliverables will be detailed in each Statement of Works (SoW)

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 **£XXXXX Redacted under FOI Regulation No 43 – Commercial Interests**

CALL-OFF CHARGES

[Option B: See details in Call-Off Schedule 5 (Pricing Details)]

The supplier should not incur any cost before the signature of the contract. Should this occur, the supplier may not charge DVSA for this once the contract has started.

Attendance at contract management meetings should be done at the supplier’s expense and not invoiced back to DVSA

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

REIMBURSABLE EXPENSES

In line with DVSA’s Travel and subsistence policy only

PAYMENT METHOD: **BACS / Purchase Order**

As a central government body, DVSA will aim to pay undisputed invoices in line with the prompt payment policy

BUYER’S INVOICE ADDRESS:

Invoices should be emailed to: ssa.invoice@sharedservicesarvato.co.uk or posted to the following address:

**Shared Services Arvato**

**5 Sandringham Park**

**Swansea Vale**

**Swansea**

**SA7 0EA**

BUYER’S AUTHORISED REPRESENTATIVE

**XXXXX Redacted under FOIA No 40 – Personal Information**

Senior Commercial Category manager

**XXXXX Redacted under FOIA No 40 – Personal Information**

BUYER’S ENVIRONMENTAL POLICY

available online at: DVSA environmental sustainability policy statement - GOV.UK (www.gov.uk)

BUYER’S SECURITY POLICY

available online at:[VOSA information security policy - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/vosa-information-security-policy)

SUPPLIER’S AUTHORISED REPRESENTATIVE

**XXXXX Redacted under FOIA No 40 – Personal Information**

Chief Customer Officer

**XXXXX Redacted under FOIA No 40 – Personal Information**

Seven House
8 High Street,
Northfield,
Birmingham,
B31 2UQ

SUPPLIER’S CONTRACT MANAGER

**XXXXX Redacted under FOIA No 40 – Personal Information**

Chief Legal Officer

**XXXXX Redacted under FOIA No 40 – Personal Information**

Seven House
18 High Street,
Northfield,
Birmingham,
B31 2UQ

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month – as suitable for the contract management meetings.

PROGRESS MEETING FREQUENCY

**As per schedule 14 and 15**

KEY STAFF

**XXXXX Redacted under FOIA No 40 – Personal Information**

KEY SUBCONTRACTOR(S)

Kainos Ltd

COMMERCIALLY SENSITIVE INFORMATION

N/A

SERVICE CREDITS

Service Credits will not accrue, performance will be managed in accordance with Call-Off Schedule 14b (Service Levels and balanced scorecards).

Statements of work may include milestones which will be agreed between the Buyer and the Supplier. The Buyer reserves the right to withhold payment until the milestones are completed to a satisfactory level which will be agreed by DVSA and cloudThing, and achievement will be subject to DVSA final sign off.

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 proposed in their Tender submission in response to the following question;

**Mac 3.1: Please describe the commitment your organisation will make to Create a diverse supply chain to deliver the contract including new businesses and entrepreneurs, start-ups, SMEs, VCSEs and mutuals.**

 These deliverables will be managed as part of the Contract Management process and measured by the relevant social value KPI’s which are shown in the table below.

The Supplier’s Social Value Method Statement is shown below:

**XXXXX Redacted under FOIA No 43 – Commercial Interests**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **KPI Ref. No.** | **Scorecard Category** | **KPI title** | **Frequency** (e.g. Monthly/ Annual etc.) | **What is being measured**  | **Performance Target** (no./%) |
| **KPI,10** | **Social Value** | Supply chain fairness | Monthly | Independent review of cloudThing selection process, in line with public sector standards. | Yes/No |
| **KPI,11** | **Social Value** | External staff development. | Monthly | Number of opportunities for NEET individuals. | 500 hours |
| **KPI,12** | **Social Value** | Diverse digital skills creation | Monthly | Tracked, monitored and managed using Power Platform-based tooling, set-up for ECT programme. | Yes/No |

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:**Redacted under FOIA No 40 – Personal Information | **For and on behalf of the Buyer:**Redacted under FOIA No 40 – Personal Information |
| Signature: | XXXXX | Signature: | XXXXX |
| Name: | XXXXX | Name: | XXXXX |
| Role: | XXXXX | Role: | XXXXX |
| Date: | XXXXX | Date: | XXXXX |