**Technology Services 2 Agreement RM3804 Framework Schedule 4 - Annex 1**

Order Form

In this Order Form, capitalised expressions shall have the meanings set out in Call Off Schedule 1 (Definitions), Framework Schedule 1 or the relevant Call Off Schedule in which that capitalised expression appears.

The Supplier shall provide the Services specified in this Order Form to the Customer on and subject to the terms of the Call Off Contract for the duration of the Call Off Period.

This Order Form should be used by Customers ordering Services under the Technology Services 2 Framework Agreement ref. RM3804 in accordance with the provisions of Framework Schedule 5.

The Call Off Terms, referred to throughout this document, are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3804>

**Section A**

**General information**

This Order Form is issued in accordance with the provisions of the Technology Services 2 Framework Agreement RM3804.

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| **Customer details** |
| **Customer organisation name**  Driver and Vehicle Standards Agency |
| **Billing address**  Your organisation’s billing address - please ensure you include a postcode  DVSA Accounts Payable, DfT Shared Service Centre, 5 Sandringham Park, Swansea Vale, Swansea, SA70EA |
| **Customer representative name**  The name of your point of contact for this Order  XXXXREDACTED UNDER FOIA SECTION 40 |
| **Customer representative contact details**  Email and telephone contact details for the Customer’s representative  XXXXREDACTED UNDER FOIA SECTION 40 |

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| **Supplier details** |
| **Supplier name**  The Supplier organisation name, as it appears in the Framework Agreement  Netcompany UK Limited |
| **Supplier address**  Supplier’s registered address  1st Floor, Northburgh House, Northburgh Street, London, EC1V0AT |
| **Supplier representative name**  The name of the Supplier point of contact for this Order  XXXXREDACTED UNDER FOIA SECTION 40 |
| **Supplier representative contact details**  Email and telephone contact details of the supplier’s representative  XXXXREDACTED UNDER FOIA SECTION 40 |
| **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  N/A |

**Section B**

**Overview of the requirement**

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| **Framework Lot under which this Order is being placed**  *Tick one box below as applicable (unless a cross-Lot Further Competition)* |  | **Customer project reference**  *Please provide the customer project reference number.* |
| 1. TECHNOLOGY STRATEGY & SERVICES DESIGN | ☐ | K280021223 |
| 2. TRANSITION & TRANSFORMATION | ☒ | **Call Off Commencement Date** |
| 3. OPERATIONAL SERVICES |  | *The date on which the Call Off Contract is formed*  *– this should be the date of the last signature on Section E of this Order Form*  28/07/2021 |
| a: End User Services | ☐ |
| b: Operational Management | ☐ |
| c: Technical Management | ☐ |  |
| d: Application and Data Management | ☐ |  |
| 4. PROGRAMMES & LARGE PROJECTS |  |  |
| a. OFFICIAL | ☐ |  |

**Call Off Contract Period (Term)**

*A period which does not exceed the maximum durations specified per Lot below:*

**\*** *There is a minimum 5 year term for this Lot*

**Call Off Initial Period** Months

24 months

**Call Off Extension Period (Optional)** Months

12 months

**Minimum Notice Period for exercise of Termination Without Cause** 30 days. (Calendar days) *Insert right (see Call Off Clause 30.7)*

a. SECRET (& above) ☐

|  |  |  |  |
| --- | --- | --- | --- |
| **Lot** | **Maximum Initial Term – Months (Years)** | **Extension Options – Months (Years)** | **Maximum permissible overall duration – Years (composition)** |
| **1** | 24 (2) | - | 2 |
| **2** | 36 (3) | - | 3 |
| **3** | 60 (5) | - | 5 |
| **4** | 60 (5) \* | 12 + 12 = 24 (1 + 1 = 2) | 7 (5+1+1) \* |

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| **Additional specific standards or compliance requirements**  *Include any conformance or compliance requirements over and above the Standards (including those listed at paragraph*  *2.3 of Framework Schedule 2) which the Services must meet. List below if applicable*  N/A |
| **Customer’s ICT and Security Policy**  *Where the Supplier is required to comply with the Customer’s ICT Policy and Security Policy then append to this Order Form as a clearly marked document. Please see Appendix 1 attached to this Order Form, which includes all DVSA’s ICT and Security policies* |
| **Security Management Plan**  *Where the Supplier is required to provide the Customer with the Security Management Plan then append to this Order Form as a clearly marked document* |

**Section C**

**Customer Core Services Requirements**

Please provide details of all Services required including the locations where the Supplier is required to provide the Services Ordered**.**

**Services**

*List below or append as a clearly marked document to confirm the Services which the Supplier shall provide to the Customer (which could include the Customer’s requirement and the Supplier’s response to the Further Competition Procedure). If a Direct Award, please append the Supplier’s Catalogue Service Offer.*

Organisation the Work is For:

**Driver and Vehicle Standards Agency (DVSA).**

We are a public sector organization with the aim of helping everyone to stay safe on Great Britain’s roads by: helping you through a lifetime of safe driving; helping you keep your vehicle safe to drive; protecting you from unsafe drivers and vehicles. DVSA employs around 4,600 people across Great Britain to do this.

DVSA carries out driving tests, approves people to be driving instructors and MOT testers, carries out tests to make sure lorries and buses are safe to drive, carries out roadside checks on drivers and vehicles, and monitors vehicle recalls.

**REQUIREMENT** - DVSA has a portfolio of exciting IT transformation projects that the supplier will contribute to, such as modernising the delivery of the UK’s driving theory test. DVSA’s Architecture Community: DVSA has a dispersed civil service architecture community, supplemented with digital development teams (supplied by digital partners) working across a number of projects and business as usual activities.

Architecture services are also provided by an incumbent provider in a similar manner to that which is described in this requirements document. DVSA requires assured IT architecture service to support projects, programmes and BAU work in the Digital and Technology teams in the Strategy, Planning, Digital and Technology directorate to deliver their multi-year digital transformation programme for modernising technology, services and processes. DVSA intends to appoint a single supplier of architecture services.

DVSA requires capability for architecture services such as impartial advice and guidance

–

* on project and programme-level IT decisions,
* enterprise-level strategic direction/vision,
* and development of designs,
* patterns,
* reviews,
* policies and architectures.

Services will be commissioned by stakeholders across the digital and technology areas of the business to promote the creation of coherent digital solutions. From the overarching architecture service contract, individual projects, programmes and BAU teams will be able to commission discrete architecture services to support their delivery goals.

Multiple services will run concurrently. An example of an architecture service would be an assessment of DevOps at DVSA, identifying the current state and providing recommendations for improvements to reach a target state. The service requirements, method of delivery and charges would be defined and signed off by both the supplier and service requestor in a statement of work.

The DevOps assessment would be carried out by independent architects with specialist expertise in this area, and assured by the supplier. Any artefacts created, such as an assessment report and recommendations, would be peer-reviewed, passed through any relevant governance boards, and delivered to DVSA in an agreed format with a walk- through for the service requestors.

Knowledge transfer from the supplier to the DVSA would be carried out as required and as agreed in the statement of work.

From April 2019 to April 2021, DVSA expect to have spent around £2 million on architecture services. Service spend is expected to continue at this rate, but there is no guarantee of rate of spend, and no minimum spend contractually guaranteed. The expected contract spend of £2 million per year up to £6 million over three years is the

maximum/ cap. Spend per Service: Services will be commissioned as required, with the total value not exceeding what is stated above.

Services will be funded from the service requestor’s business area, and each service will be inclusive of all fees, i.e. there is no ‘central pot’ to charge overhead or initiation costs to. Each service will be costed by the supplier based on a charge for time and materials or per deliverable, depending on what is mutually agreed between the supplier and DVSA.

**Flexibility Date** – Screening Question The requirement is not for a continuous architecture service provided by the supplier, DVSA will request individual services as and when required during the contract period. Service durations will vary dependant on each individual requirement and multiple services may be required at any one time.

DVSA cannot offer any guarantee around the frequency/volume of services required. Suppliers must be happy with this approach and be able to mobilise each service within 4 weeks of receiving the formal service requirement (statement of work) from DVSA. Mobilisation includes commercial agreement and onboarding of the required resources to deliver the outcomes of the service. To support this, DVSA will endeavour to regularly provide a forward look of the pipeline to allow the supplier to prepare before the formal service requirement document is submitted.

**Service launch** - Suppliers must provide a comprehensive launch for each service, defined in the statement of work, including:·

* discovery/ planning·
* introductions with DVSA·
* workshop/ kick-off meeting.

**Artefact production and submission** - When architecture artefacts (such as designs, patterns, architectures) are required as part of service provisions, suppliers should carry out the following activities to produce and signoff the artefact. This will be defined in each statement of work:·

* engagement with architecture and corporate governance, including submission to appropriate governance boards internally·
* adhere to all DVSA policy guidance and templates·
* publish on DVSA wiki as required·
* review by owner·

as above – documentation and show and tell.

**Knowledge transfer** - (during and at close) - Supplier must provide suitable knowledge transfer for each service, to be defined in each statement of work, including:

* documentation
* walk through/ workshop/ presentation with relevant stakeholders
* mentoring as required
* work collaboratively and transparently with DVSA staff and other suppliers.
* Assurance to monitor success - Supplier should work with DVSA service owner to agree requirements.
* Supplier should work with DVSA service owner to agree delivery approach and update frequency.
* Supplier must ensure all services meet DVSA standards, architectural and corporate policies, processes and principles.

# Exit plan:

Each statement of work will include that individual service’s launch, delivery and close. Six months before the end of the Call-Off Contract, Netcompany and DVSA will agree an exit plan covering all areas of the supplier exit, to be implemented at the end of the Call- Off Contract.

# Supplier kit:

Provision of DVSA kit will be determined on a service by service basis in a relevant statement of work. When security requirements necessitate service providers to use DVSA-issued kit, then DVSA will issue a device and account.

# KPIs/ service reporting:

Individual service requirements will be documented in a statement of work (SoW), drafted by DVSA. At the time of production of the SoW, DVSA and Netcompany may hold a workshop to understand and document the requirements and its delivery. The SoW will be submitted to Netcompany for a quote of cost and service delivery approach within two weeks of receipt. At the time of production of the quote, DVSA and Netcompany may hold (a) workshop(s) to discuss and agree the service delivery approach (within the two weeks). DVSA will review and signoff the quote within two weeks of receipt. Netcompany will launch the service within two weeks of receipt of the signed quote/ statement of work.

Day-to-day service delivery will be managed by DVSA’s Contract Manager and Netcompany’s Delivery Lead via regular communication and a weekly catchup. Unresolved issues will be escalated to the monthly service review.

The overall service will be managed via a monthly service review attended by DVSA’s Contract Manager, Netcompany’s Delivery Lead, Netcompany’s Account Lead, DVSA’s Commercial or Procurement Lead, DVSA’s Contract Owner and guests. Netcompany will submit a monthly service report in advance of this monthly service review (template to be confirmed).

# Social Value -

Netcompany outlined the list of commitments related to social value and DVSA will monitor the delivery of the stated actions during the Call-off Contract Period.

* Netcompany commits to the following actions aligned to its established workplace conditions policies and specific to DVSA Architecture Services contract for the duration of the Call-off Contract:
  1. All new roles relevant to this Call Off Contract will be advertised on Evenbreak, the UK most accessible job board to attract disabled candidates.
  2. We commit to sponsoring one Women in Tech event per year during the Call-off Contract Duration.

1. We commit to work with Leeds City Council (Smart Cities) on designing our new office / event space to hosting events that support COVID-19 Recovery.
2. We commit to continue to provide safe and flexible working conditions.
3. We commit to support our employee and their families and will continue to prioritise the emotional/physical wellbeing of our employees, by providing online events for all employees.

Netcompany measure staff workforce conditions through 1) surveys to assess impact of training, 2) performance appraisals twice a year, 3) employee voice supported by mentoring and 4) promotion ratios. All Netcompany measurements are reported through the annual ESG report published on our website. Any issues identified are managed on a case-by-case basis through HR and line management.

The Supplier will report to the Buyer in relation to the above listed social value actions in a Monthly Service Report.

**Location/Site(s) for provision of the Services**

Service providers must be able to travel to admin sites in Bristol, Nottingham, Leeds, Swansea, Newcastle as required (excluding during Covid-19 restriction periods). The location(s) will be defined in each statement of work. Individual projects may have requirements for face to face work. Expenses will be agreed per statement of work and in-line with standard DVSA T&S Policy provided to the Supplier.[Travel and Subsistence](https://extranet.dft.gov.uk/hr/travel-and-subsistence-ts-policy-principles/travel-and-subsistence-ts-policy-principles-uk-travel/) [(t&s) Policy principles – UK travel – Human resources (dft.gov.uk)](https://extranet.dft.gov.uk/hr/travel-and-subsistence-ts-policy-principles/travel-and-subsistence-ts-policy-principles-uk-travel/)

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| **Additional Clauses** *(see Annex 3 of Framework Schedule 4)*  *This Annex can be found on the RM3804 CCS webpage. The document is titled RM3804 Alternative and additional t&c’s v4.*  *Those Additional Clauses selected below shall be incorporated into this Call Off Contract* | | |
| **Applicable Call Off Contract Terms**  Rm3804 Terms & Conditions apply**. Additional Clauses and Schedules** | **Optional Clauses**  *Can be selected to apply to any Order* | |
| *Tick any applicable boxes below* | *Tick any applicable boxes below* |  |
| **A: SERVICES – Mandatory**  **The following clauses will automatically apply where Lot 3 services are provided (this includes Lot 4a & 4b where Lot 3 services are included).**  A3: Staff Transfer A4: Exit Management | C: Call Off Guarantee | ☐ |
| D: Relevant Convictions | ☐ |
| ☒ |  |
| E: Security Requirements | ☐ |
|  | F: Collaboration Agreement | ☐ |

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| **A: PROJECTS – Optional** Where required please complete and append to this Order Form as a clearly marked document (see Call Off Schedule F)  A1: Testing ☐  A2: Key Personnel ☒ G: Security Measures ☐  **B: SERVICES - Optional**  *Only applies to Lots 3 and 4a and 4b*  H: MOD Additional Clauses ☐  B1: Business Continuity and Disaster ☐  Recovery  B2: Continuous Improvement & ☒ **Alternative Clauses**  Benchmarking  B3: Supplier Equipment ☒ *To replace default English & Welsh Law, Crown Body and FOIA subject base Call Off Clauses*  B4: Maintenance of the ICT Environment ☐ *Tick any applicable boxes below*  B5: Supplier Request for Increase of the ☐ Scots Law ☐  Call Off Contract Charges Or  B6: Indexation ☐ Northern Ireland Law ☐  B7: Additional Performance Monitoring ☐ Non-Crown Bodies ☐  Requirements  Non-FOIA Public Bodies ☐ |
| **Collaboration Agreement** *(see Call Off Schedule F) This Schedule can be found on the RM3804 CCS webpage. The document is titled RM3804 Collaboration agreement call off schedule F v1.* **N/A**  **Organisations required** An executed Collaboration Agreement shall be delivered  **to collaborate** from the Supplier to the Customer within the stated (Collaboration Suppliers) number of Working Days from the Call Off N/A. N/A. Commencement Date *insert right*  **OR**  An executed Collaboration Agreement from the Supplier  has been provided to the Customer and is attached to this ☐  Order Form.  *tick box (right) and append as a clearly marked complete document* |
| **Licensed Software** Where Software owned by a party other than the Customer is used in the delivery of the Services list product details under each relevant heading below. This is to be determined on a case by case basis throughout the contract term. This will be determined by each individual Statement of Work. |

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| **Title** | **Content** | **Format** | **Frequency** |
| Performance | Progress against SOW milestones and  deliverables to include rag status | To be agreed in a relevant SOW | Monthly |
| Call Off Contract Charges | Monthly breakdown of charges by  individual SOW’s | To be agreed in a relevant SOW | Monthly |
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| **Supplier Software Third Party Software**  N/A N/A. | |
| **Customer Property** *(see Call Off Clause 21)*  Items licensed by the Customer to the Supplier (including any Customer Software, Customer Assets, Customer System, Customer Background IPR and Customer Data) if specified as such in a relevant Statement of Work.  *List below if applicable* | |
| **Call Off Contract Charges and Payment Profile** *(see Call Off Schedule 2)*  This Contract has a maximum value of £6,000,000.00 for Call Off Initial Period and any agreed Extension. All work requirements will be priced by the Supplier in accordance with their SFIA rate in a relevant Statement of Work. All work is at the discretion of the Buyer and there is no minimum commitment to the Supplier under this Call- Off Contract. | |
| **Undisputed Sums Limit (£)**  *Insert right (see Call Off Clause 31.1.1)* | £100,000.00. |
| **Delay Period Limit (calendar days)**  *Insert right (see Call Off Clause 5.4.1(b)(ii))* | 30. |
| **Estimated Year 1 Call Off Contract Charges (£)**  For Call Off Contract Periods of over 12 Months | £2,000,000.00 |
| **Enhanced Insurance Cover**  Where a specific Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Schedule 14 please specify below | |
| Third Party Public Liability Insurance (£) | £1,000,000.00 |
| Professional Indemnity Insurance (£) | £1,000,000.00 |
| **Transparency Reports** *(see Call Off Schedule 6)*  *If required by the Customer populate the table below to describe the detail (titles are suggested examples)* | |

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| **Quality Plans** *(see Call Off Clause 7.2)*  Time frame for delivery of draft Quality Plans from the Supplier to the Customer  – from the Call Off Commencement Date (Working Days) **N/A**  *Where applicable insert right* |
| **Implementation Plan** *(see Call Off Clause 5.1.1)*  Time frame for delivery of a draft Implementation Plan from the Supplier to the  Customer – from the Call Off Commencement Date (Working Days) 30 days.  *Where applicable insert right. If a Direct Award, please append the Implementation Plan*  *attached to the Supplier’s Catalogue Service Offer.* |
| **BCDR** *(see Call Off Schedule B1)*  *This can be found on the CCS RM3804 webpage. The document is titled RM3804 Alternative and additional t&c’s v4.* **N/A** ☐  Time frame for delivery of a BCDR Plan from the Supplier to the Customer – from the Call Off Commencement Date (30 Working Days)  *Where applicable insert right* |
| **GDPR** (see Call Off Clause 23.6)  *Where a specific Call Off Contract requires the inclusion of GDPR data processing provisions, please complete and append Call Off Schedule 7 to this order form. This Schedule can be found in the Call Off Contract on the RM3804 CCS webpage*  Parties do not envisage the processing of personal data during the Call Off Contract Period. If the Buyer requires the Supplier to process any personal data the Buyer will give the written instructions and Call Off Schedule 7 will be completed and executed by the Parties.  **Supplier Equipment** *(see Call Off Clause B3)*  *This can be found on the RM3804 CCS webpage. The document is titled RM3804 Alternative and additional t&c’s v4.*  **Clause B3.8 of Additional t&cs shall not apply.**  X - Service Failures (number) N/A. Y – Period (Months) N/A  *Where applicable insert right Where applicable insert right* |
| **Key Personnel & Customer Responsibilities** *(see Call Off Clause A2)*  *List below or append as a clearly marked document to include Key Roles*  **Key Personnel Customer Responsibilities**  *List below or append as a clearly marked document to List below or append as a clearly marked document*  *include Key Roles*  Dedicated account manager Dedicated account manager. |
| **Relevant Conviction(s)** |

|  |  |
| --- | --- |
| Where applicable the Customer to include details of Conviction(s) it considers relevant to the nature of the Services.  *List below or append as a clearly marked document (see Call Off Clause D where used)*  **N/A** | |
| **Appointment as Agent** *(see Call Off Clause 19.5.4)*  *Insert details below or append as a clearly marked document* | |
| Specific requirement and its relation to the Services | Other CCS framework agreement(s) to be used |
| **N/A** | N/A |

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| **SERVICE LEVELS AND SERVICE CREDITS** *(see Part A of Call Off Schedule 3)* | |
| **Service Levels**  *If required by the Customer populate the table below to describe the detail (content is suggested examples).*  *If a Direct Award, please append the Supplier’s Service Level Agreement as attached to the Supplier’s Catalogue Service Offer.*  **Critical Service Level Failure** *(see Call Off Clause 9)*  *Agree and specify the metrics for Critical Service Level Failures in the marked areas below*  In relation to Architecture Statements of Work a Critical Service Level Failure shall include a delay in producing deliverables by specified milestone dates ordered by the Customer in excess of 10 calender days more than once in any Month**.**  The number of Service Level Performance Criteria for the purpose of Call Off Clause 8.6 shall be agreed and documented on each Statement of Work. | |
| **Service Credits – N/A**  **Service Credit Cap**  ***N/A*** |  |
| Time frame in which the Technical Board shall be established – from the Call Off Commencement Date (Working Days) *Where applicable insert right* | **30 days.** |

**Section D Supplier response**

Suppliers - use this section to provide any details that may be relevant in the fulfilment of the Customer Order

**Total contract value**

Please provide the total contract value (for the Call Off Initial Period) as detailed in your response to the Customer’s statement of requirements. If a Direct Award, please refer to the Price Card as attached to the Supplier’s Catalogue Service Offer.

Up to £4,000,000 for Call Off Initial Period of 2 years, on the basis of below Supplier’s rate card:

**DVSA Architecture Service SFIA Rate Card**

**\*Financial Year (Apr-Mar)**

**Commercially Sensitive information**

Any information that the Supplier considers sensitive for the duration of an awarded Call Off Contract

Supplier’s whole tender response including but not limited to the technical and commercial responses, Supplier’s methodology and the previous examples and case studies.

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| **Role Description** | **Grade** | **Rate** | **Rate** | **Rate** |
|  | | **21/22** | **22/23** | **23/24** |
| **Below REDACTED UNDER FOI SECTION 43** | | | | |
| Strategy and Architecture | XXXXX | XXXXX | XXXXX | XXXXX |
| Strategy and Architecture | XXXXX | XXXXX | XXXXX | XXXXX |
| Strategy and Architecture | XXXXX | XXXXX | XXXXX | XXXXX |
| Strategy and Architecture | XXXXX | XXXXX | XXXXX | XXXXX |
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| Business Change | XXXXX | XXXXX | XXXXX | XXXXX |
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| Business Change | XXXXX | XXXXX | XXXXX | XXXXX |
| Solutions Development and Implementation | XXXXX | XXXXX | XXXXX | XXXXX |
| Solutions Development and Implementation | XXXXX | XXXXX | XXXXX | XXXXX |
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| Solutions Development and Implementation | XXXXX | XXXXX | XXXXX | XXXXX |
| Service Management | XXXXX | XXXXX | XXXXX | XXXXX |
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| Service Management | XXXXX | XXXXX | XXXXX | XXXXX |
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| Procurement and Management Support | XXXXX | XXXXX | XXXXX | XXXXX |
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| Procurement and Management Support | XXXXX | XXXXX | XXXXX | XXXXX |
| Procurement and Management Support | XXXXX | XXXXX | XXXXX | XXXXX |
| Client Interface | XXXXX | XXXXX | XXXXX | XXXXX |
| Client Interface | XXXXX | XXXXX | XXXXX | XXXXX |

**\*Rates fully inclusive of labour, overheads, profit**

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|  | Client Interface | XXXX | XXXX | XXXX | XXXX |
|  | Client Interface | XXXX | XXXX | XXXX | XXXX |
|  | Client Interface | XXXX | XXXX | XXXX | XXXX |
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**Section E**

**Call Off Contract award**

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 2 Framework Agreement RM3804.

The Supplier shall provide the Services specified in this Order Form to the Customer on and subject to the terms of this Order Form and the Call Off Terms (together referred to as “the Call Off Contract”) for the duration of the Call Off Contract Period.

**SIGNATURES**

**For and on behalf of the Supplier**

|  |  |
| --- | --- |
| Name | **XXXXREDACTED UNDER FOIA SECTION 40** |
| Job role/title | **Partner** |
| Signature | XXXXREDACTED UNDER FOIA SECTION 40 |
| Date | **10/08/2021** |

**For and on behalf of the Customer**

|  |  |
| --- | --- |
| Name | XXXXREDACTED UNDER FOIA SECTION 40 |
| Job role/title |  |
| Signature | XXXXREDACTED UNDER FOIA SECTION 40 |
| Date |  |

**Agreed applicable Additional and Optional clauses:**

A2. **KEY PERSONNEL**

A2.1 This Clause [A2](#_bookmark0) shall apply if so specified in section C of the Order Form. The Parties have agreed to the appointment of the Key Personnel. Section C of the Order Form lists the key roles (“Key Roles”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Call Off Commencement Date.

A2.2 The Supplier shall ensure that the Key Personnel fulfil the Key Roles at all times during the Call Off Contract Period.

A2.3 The Customer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Personnel.

A2.4 The Supplier shall not remove or replace any Key Personnel (including when carrying out its obligations under Call Off Schedule A4 (Exit Management)) unless:

A2.4.1 requested to do so by the Customer;

A2.4.2 the person concerned resigns, retires or dies or is on maternity or long- term sick leave;

A2.4.3 the person’s employment or contractual arrangement with the Supplier or a Sub-Contractor is terminated for material breach of contract by the employee; or

A2.4.4 the Supplier obtains the Customer’s prior written consent (such

consent not to be unreasonably withheld or delayed).

A2.5 The Supplier shall:

A2.5.1 notify the Customer promptly of the absence of any Key Personnel (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);

A2.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;

A2.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Personnel’s employment contract, this will mean at least three (3) Months’ notice;

A2.5.4 ensure that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Services; and

A2.5.5 ensure that any replacement for a Key Role:

1. has a level of qualifications and experience appropriate to the relevant Key Role; and
2. is fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.

A2.5.6 shall and shall procure that any Sub-Contractor shall not remove or replace any Key Personnel during the Call Off Contract Period without Approval.

A2.6 The Customer may require the Supplier to remove any Key Personnel that the Customer considers in any respect unsatisfactory. The Customer shall not be liable for the cost of replacing any Key Personnel.

**B2. CONTINUOUS IMPROVEMENT AND BENCHMARKING**

B2.1 This Clause [B2](#_bookmark1) shall apply if so specified in section C of the Order Form.

B2.2 Notwithstanding the Supplier’s obligations under Clause [B2.8](#_bookmark3) (Continuous Improvement), the Customer shall be entitled to regularly benchmark the Call Off Contract Charges and level of performance by the Supplier of the supply of the Services, against other suppliers providing services substantially the same as the Services during the Call Off Contract Period.

B2.3 The Customer, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking evaluation referred to in Clause [B2.1](#_bookmark2) above.

B2.4 The Customer shall be entitled to disclose the results of any benchmarking of the Call Off Contract Charges and provision of the Services to the Authority and any Contracting Body (subject to the Contracting Body entering into reasonable confidentiality undertakings).

B2.5 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the Customer in order to undertake the benchmarking and such information requirements shall be at the discretion of the Customer.

B2.6 Where, as a consequence of any benchmarking carried out by the Customer, the Customer decides improvements to the Services should be implemented such improvements shall be implemented by way of the Variation Procedure at no additional cost to the Customer.

B2.7 The benefit of any work carried out by the Supplier at any time during the Call Off Contract Period to update, improve or provide the Services, facilitate their delivery to any other Contracting Body and/or any alterations or variations to the Charges or the

provision of the Services, which are identified in the Continuous Improvement Plan produced by the Supplier and/or as a consequence of any benchmarking carried out by the Authority pursuant to Framework Schedule B2 (Continuous Improvement and Benchmarking), shall be implemented by the Supplier in accordance with the Variation Procedure and at no additional cost to the Customer.

B2.8 The Supplier shall have an ongoing obligation throughout the Call Off Contract Period to identify new or potential improvements to the provision of the Services in accordance with this Clause [B2.8](#_bookmark3)with a view to reducing the Customer’s costs (including the Call Off Contract Charges) and/or improving the quality and efficiency of the Services and their supply to the Customer. As part of this obligation the Supplier shall identify and report to the Customer once every twelve (12) months:

B2.8.1 the emergence of new and evolving relevant technologies which could improve the ICT Environment, Sites and/or the provision of the Services, and those technological advances potentially available to the Supplier and the Customer which the Parties may wish to adopt;

B2.8.2 new or potential improvements to the provision of the Services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Services;

B2.8.3 changes in business processes and ways of working that would enable the Services to be provided at lower costs and/or at greater benefits to the Customer; and/or

B2.8.4 changes to the ICT Environment, Sites, business processes and ways of working that would enable reductions in the total energy consumed annually in the provision of the Services.

B2.9 The Supplier shall ensure that the information that it provides to the Customer shall be sufficient for the Customer to decide whether any improvement should be implemented. The Supplier shall provide any further information that the Customer requests.

B2.10 If the Customer wishes to incorporate any improvement identified by the Supplier, the Customer shall request a Variation in accordance with the Variation Procedure and the Supplier shall implement such Variation at no additional cost to the Customer.

**B3. SUPPLIER EQUIPMENT**

B3.1 This Clause [B3](#_bookmark4) shall apply if so specified in section C of the Order Form and the Supplier shall provide all the Supplier Equipment necessary for the provision of the Services.

B3.2 The Supplier shall not deliver any Supplier Equipment nor begin any work on the Customer Premises without obtaining Approval.

B3.3 The Supplier shall be solely responsible for the cost of carriage of the Supplier Equipment to the Sites and/or any Customer Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on the Call Off Expiry Date the Supplier shall be responsible for the removal of all relevant Supplier Equipment from the Sites and/or any Customer Premises, including the cost of

packing, carriage and making good the Sites and/or the Customer Premises following removal.

B3.4 All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Customer shall be liable for loss of or damage to any of the Supplier's property located on Customer Premises which is due to the negligent act or omission of the Customer.

B3.5 Subject to any express provision of the BCDR Plan (where used) to the contrary, the loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Services in accordance with this Call Off Contract, including the Service Level Performance Measures.

B3.6 The Supplier shall maintain all Supplier Equipment within the Sites and/or the Customer Premises in a safe, serviceable and clean condition.

B3.7 The Supplier shall, at the Customer's written request, at its own expense and as soon as reasonably practicable:

B3.7.1 remove from the Customer Premises any Supplier Equipment or any component part of Supplier Equipment which in the reasonable opinion of the Customer is either hazardous, noxious or not in accordance with this Call Off Contract; and

B3.7.2 replace such Supplier Equipment or component part of Supplier Equipment with a suitable substitute item of Supplier Equipment.

B3.8 Not used.

**Appendix 1 – DVSA’s ICT and Security Policies**



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| --- | --- | --- | --- | --- |
| DVSA-IAP303 - Tier 3  Access Control Policy | DVSA-IAP332 - Tier 3 DVSA-IAP304 - Tier 3  Administrator Conduc Backup Policy 1.0.doc | DVSA-IAP317 - Tier 3  Content, Malware an | DVSA-IAP309 - Tier 3  Decommissioning Pol | DVSA-IAP310 - Tier 3  Encryption Data at Re |
| DVSA-IAP324 - Tier 3 | DVSA-IAP323 - Tier 3 DVSA-IAP319 - Tier 3 | DVSA-IAP318 - Tier 3 | DVSA-IAP314 - Tier 3 | DVSA-IAP101 - Tier 1 |
| Removable Media Po | Protective Monitoring Patch Management P | Network Security Poli | Information Transfer | Incident Managemen |

    

Acceptable Use Policy.docx

DVSA-IAP335 - Tier 3 DVSA-IAP331 - Tier 3 DVSA-IAP334 - Tier 3 DVSA-IAP311 - Tier 3

Wi-Fi Policy 1.0.doc Vulnerability AssessmTest Data Policy 1.0.dForensic Readiness P