

RM6268 Vehicle Lease, Fleet Management and Salary Sacrifice

Order Form

CALL-OFF REFERENCE: TCA 3-7-1373

THE BUYER: Maritime and Coastguard Agency

BUYER ADDRESS Spring Place, 105 Commercial Road,
Southampton, SO15 1EG

THE SUPPLIER: KINTO UK Limited

SUPPLIER ADDRESS: Building 1000, Lakeside North Harbour, Western
Road, Portsmouth, PO6 3EN

REGISTRATION NUMBER: 837940

DUNS NUMBER: 218228021

SID4GOV ID: Not Known

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 21/12/2023 date of issue.

It's issued under the Framework Contract with the reference number TCA 3-7-1373 for the provision of MCA Lease & Fleet Management Services.

CALL-OFF LOT(S):

Lot 1 – Lease of Vehicles up to 3.5 tonnes

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) RM6268
3. Framework Special Terms This will incorporate all of the Framework Special Terms into the Call-Off Contract.

4. The following Schedules in equal order of precedence:

- Joint Schedules for RM6268
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 12 (Supply Chain Visibility)
- Call-Off Schedules for RM6268
 - 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 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-off Schedule 22 (Lease Terms)

5. CCS Core Terms (version 3.0.11)

6. Joint Schedule 5 (Corporate Social Responsibility) RM6268

7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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:

The Core Terms are modified in respect of the Call-Off Contract (but are not modified in respect of the Framework Contract).

For Lots 1, 2a, 2b and 3

Special Term 1. Core Terms Clause 3.1.2 does not apply to the Call-Off Contract;

Special Term 2. Core Terms Clause 3.2 does not apply to the Call-Off Contract;

Special Term 3. Core Terms Clause 8.7 does not apply to the Call-Off Contract;

Special Term 4. Core Terms Clause 10.1.2 does not apply to the Buyer extending the Lease Period of any Equipment;

Special Term 5. Core Terms Clause 10.2.2 does not apply to the Buyer terminating the hire of any Equipment; and

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

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Special Term 6. Core Terms Clause 11.3 does not apply where the Buyer must pay a Settlement Sum, a Termination Sum or any amount under paragraph 11 in Schedule 22 (Lease Terms).

CALL-OFF START DATE: **1st of January 2024**

CALL-OFF EXPIRY DATE: **31st of December 2027**

CALL-OFF INITIAL PERIOD: **3 years**

CALL-OFF DELIVERABLES

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

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 £536,656.33.

CALL-OFF CHARGES

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

The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Indexation
- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

The Supplier shall submit invoices directly to the billing address as per the Buyer's order. The Supplier shall invoice the Buyer for Goods on despatch and for Services as per Supplier's quotation. Payment to be made by BACS payment.

BUYER'S INVOICE ADDRESS:

DFT Shared Service Centre

Arvato Bertelsmann

Sandringham Park

Swansea Vale

Swansea, Wales

SA7 0EA

Please send invoices electronically to: SSa.invoice@sharedservicesarvato.co.uk ensuring the correct PO is quoted

BUYER'S AUTHORISED REPRESENTATIVE

Redacted under FOIA No 40 – Personal Information

MCA Fleet Manager

Redacted under FOIA No 40 – Personal Information@mcga.gov.uk

BUYER'S ENVIRONMENTAL POLICY

DFT's operational sustainability strategy can be found on the following link:

<https://www.gov.uk/government/publications/dft-operational-sustainability-strategy-2021-to-2025>

BUYER'S SECURITY POLICY



MCA Information
Security Policy.pdf

SUPPLIER'S AUTHORISED REPRESENTATIVE

Redacted under FOIA No 40 – Personal Information

Strategic Account Manager

Kinto UK Limited

Redacted under FOIA No 40 – Personal Information@kinto-uk.com

Redacted under FOIA No 40 – Personal Information

SUPPLIER'S CONTRACT MANAGER

Redacted under FOIA No 40 – Personal Information

Strategic Account Manager

Kinto UK Limited

Redacted under FOIA No 40 – Personal Information@kinto-uk.com

Redacted under FOIA No 40 – Personal Information

PROGRESS REPORT FREQUENCY

First Working Day of each month. Contractual Performance is to be reported by the form of a Balanced Scorecard through the Department for Transport's e-procurement portal.

PROGRESS MEETING FREQUENCY

First Monday of each month. If the 1st Monday of the month shall fall on public holiday then both parties shall meet on the next available working day.

KEY STAFF

Redacted under FOIA No 40 – Personal Information

Strategic Account Manager

Kinto UK Limited

Redacted under FOIA No 40 – Personal Information@kinto-uk.com

Redacted under FOIA No 40 – Personal Information

Redacted under FOIA No 40 – Personal Information

MCA Fleet Manager

Redacted under FOIA No 40 – Personal Information@mcga.gov.uk

Redacted under FOIA No 40 – Personal Information

Head of His Majesty's Coastguard Resources

Redacted under FOIA No 40 – Personal Information [@mcga.gov.uk](mailto:mcga.gov.uk)

Redacted under FOIA No 40 – Personal Information

Senior Procurement & Contracts Business Partner

Redacted under FOIA No 40 – Personal Information [@mcga.gov.uk](mailto:mcga.gov.uk)

KEY SUBCONTRACTOR(S)

Redacted under FOI Regulation No 43 – Commercial Interests Tyre Solution Provider, when this commercial solution fails in instances where there are tyre availability issues, **Redacted under FOI Regulation No 43 – Commercial Interests** will be utilised.

Redacted under FOI Regulation No 43 – Commercial Interests

Breakdown Solution Provider.

Redacted under FOI Regulation No 43 – Commercial Interests

Glass & Windscreen Provider

Redacted under FOI Regulation No 43 – Commercial Interests

Vehicle Rental Provider. Kinto UK Limited will utilise other providers to improve availability.

Redacted under FOI Regulation No 43 – Commercial Interests

Phone Support Services Provider

Redacted under FOI Regulation No 43 – Commercial Interests

Accident Management Provider

Redacted under FOI Regulation No 43 – Commercial Interests

Vehicle Sales Provider

Redacted under FOI Regulation No 43 – Commercial Interests

Maintenance and Downtime Management System Provider

Redacted under FOI Regulation No 43 – Commercial Interests

Car Ordering System

FOI Regulation No 43 – Commercial Interests

CRM System Provider

Redacted under FOI Regulation No 43 – Commercial Interests

Back Office System Provider

Redacted under FOI Regulation No 43 – Commercial Interests

Driver Risk and Training Provider

Redacted under FOI Regulation No 43 – Commercial Interests
Blue Light Service Lighting Provider to HMCG

Redacted under FOI Regulation No 43 – Commercial Interests
Blue Light Service Livery Provider to HMCG

COMMERCIALLY SENSITIVE INFORMATION

The Supplier would consider any document it provides to the Buyer that is a confidential document (such as an audit report, financial records etc.), or an internal policy or procedure (such as those the Supplier shows to the Buyer during security audits) to be commercially sensitive / confidential and not for public release. Plus any pricing information that is not available publicly or information received from the Supplier's supply chain that is deemed confidential such as DVLA/driving licence data received from **Redacted under FOI Regulation No 43 – Commercial Interests** .

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

The Service Credit Cap is:

In the period from the Call-Off Commencement Date to the end of the first Call Off Contract Year 25% of the Estimated Year 1 Call-Off Contract Charges;

And during the remainder of the Call-Off Contract period, 50% of the Call-Off Contract Charges payable to the Supplier under this Call-Off Contract in the period of 12 months immediately preceding the Month in respect of which Service Credits are accrued.

The Service Period is one Month.

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 in Call-Off Schedule 4 (Call-Off Tender)]

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

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<i>For and on behalf of the Supplier:</i>		<i>For and on behalf of the Buyer:</i>	
<i>Signature:</i>	<i>Redacted under FOIA No 40 – Personal Information</i> <i>**Signed by DocuSign**</i>	<i>Signature:</i>	<i>Redacted under FOIA No 40 – Personal Information</i> <i>**Signed by DocuSign**</i>
<i>Name:</i>	<i>Redacted under FOIA No 40 – Personal Information</i>	<i>Name:</i>	<i>Redacted under FOIA No 40 – Personal Information</i>
<i>Role:</i>	<i>CEO</i>	<i>Role:</i>	<i>Senior Procurement & Contracts Business Partner</i>
<i>Date:</i>	<i>04.01.2024</i>	<i>Date:</i>	<i>04.01.2024</i>