

**DPS SCHEDULE 4**

**CONTRACT ORDER FORM AND CONTRACT TERMS**

## PART 1 – CONTRACT ORDER FORM

### SECTION A

This Contract Order Form is issued in accordance with the provisions of the Dynamic Purchasing System (DPS) Agreement for the provision of MET Vehicle Conversion SR696608052 dated 24<sup>th</sup> November 2022.

The Supplier agrees to supply the Goods and/or Services specified below on and subject to the terms of this Contract.

For the avoidance of doubt this Contract consists of the terms set out in this Contract Order Form and the Contract Terms.

Order Number	SR696608052
From	HMRC ("CUSTOMER")
To	Exsel Design & Integration Limited ("SUPPLIER")

### SECTION B

#### 1. CONTRACT PERIOD

1.1.	<b>Commencement Date:</b> 24 <sup>th</sup> November 2022
1.2.	<b>Expiry Date:</b>  End date of Initial Period <b>23<sup>rd</sup> November 2025</b>  End date of Extension Period <b>23<sup>rd</sup> November 2026 (if extension option taken)</b>  Minimum written notice to Supplier in respect of extension: <b>(30 days)</b>

#### 2. GOODS AND/OR SERVICES

2.1	<b>Goods and/or Services required:</b>  In Call Off Schedule 2 (Goods and/or Services) Annex 1
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#### 3. IMPLEMENTATION PLAN





3.1.	<b>Implementation Plan:</b>  As stated in the Specification, HMRC will discuss and agree the Milestones with the winning Supplier upon the delivery of the vehicles. A contract variation will take place once the vehicles have been delivered to specify the Milestones and the Timelines both HMRC and the Supplier have agreed to abide by.
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#### 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<p><b>Standards:</b></p> <p>The Supplier shall perform its obligations under this Framework Agreement in accordance with:</p> <p>the terms and conditions of the respective Call Off Contracts;</p> <p>Good Industry Practice; all applicable Standards; and in compliance with all applicable Law.</p> <p>The Supplier shall bring to the attention of the Authority any conflict between any of the requirements of Clause 11 and shall comply with the Authority's decision on the resolution of any such conflict.</p>
<b>4.2</b>	<p><b>Service Levels/Service Credits:</b></p> <p>In Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring). HMRC reserve the right to invoke Clause 38.2 Rectification Plan Process.</p> <p><b>Service Credit Cap</b> (Contract Schedule 1 (Definitions)):</p> <p>Not applied however HMRC reserve the right to invoke Clause 38.2 Rectification Plan Process.</p> <p><b>Customer periodic reviews of Service Levels</b> (Clause 13.7.1 of the Contract Terms):</p> <p>[Not applied]</p>
<b>4.3</b>	<p><b>Critical Service Level Failure:</b></p> <p>HMRC reserve the right to invoke Clause 38.2 Rectification Plan Process.</p>
<b>4.4</b>	<p><b>Performance Monitoring:</b></p> <p>[In Part B of Contract Schedule 6 (Service Levels, Service Credits and Performance Monitoring)]</p>
<b>4.5</b>	<p><b>Period for providing Rectification Plan:</b></p> <p>[In Clause 38.2.1(a) of the Contract Terms]</p>

## 5. PERSONNEL

<b>5.1</b>	<p><b>Key Personnel:</b></p> <p><b>HMRC (FIS)</b></p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
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	<b>HMRC (FIS)</b>  Operational Contract Manager   <b>Exsel Design &amp; Integration Limited</b>  Manager  Operational Contract Manager
<b>5.2</b>	<b>Relevant Convictions</b> (Clause 27.2 of the Contract Terms):

## 6. PAYMENT

<b>6.1</b>	<b>Contract Charges</b> (including any applicable discount(s), but excluding VAT): In Annex 1 of Contract Schedule 3 (Contract Charges, Payment and Invoicing)
<b>6.2</b>	<b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Contract Schedule 3 (Contract Charges, Payment and Invoicing)
<b>6.3</b>	<b>Reimbursable Expenses:</b> <b>Not Used</b>
<b>6.4</b>	<b>Customer billing address</b> (paragraph 7.6 of Contract Schedule 3 (Contract Charges, Payment and Invoicing)): HMRC has a "Purchase Order Mandatory Policy" and will process all purchase orders and all invoices using its eTrading system MyBuy, provided by SAP Ariba.
<b>6.5</b>	<b>Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Contract Charges, Payment and Invoicing)): 3 Call Off Contract Years from the Contract Commencement Date
<b>6.6</b>	<b>Supplier periodic assessment of Contract Charges</b> (paragraph 9.2 of Contract Schedule 3 (Contract Charges, Payment and Invoicing)) will be carried out on: <b>N/A</b>
<b>6.7</b>	<b>Supplier request for increase in the Contract Charges</b> (paragraph 10 of Contract Schedule 3 (Contract Charges, Payment and Invoicing)): <b>[Not Permitted]</b>

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Contract Charges:</b>  The sum of <b>£314,200.10</b>
<b>7.2</b>	<b>Suppliers limitation of Liability</b> (Clause 36.2.1 of the Contract Terms); [In Clause 36.2.1 of the Contract Terms]
<b>7.3</b>	<b>Insurance</b> (Clause 37.3 of the Contract Terms):  Minimum insurance indemnities as defined in the Framework Agreement will apply

## 8. TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 41.2.1(c) of the Contract Terms)): In Clause 41.2.1(c) of the Contract Terms]
<b>8.2</b>	<b>Termination without cause notice period</b> (Clause 41.7.1 of the Contract Terms): The period of thirty (30) Working Days in Clause 41.7.1
<b>8.3</b>	<b>Undisputed Sums Limit:</b>  In Clause 42.1.1 of the Contract Terms
<b>8.4</b>	<b>Exit Management:</b>  Not applied

## 9. SUPPLIER INFORMATION

<b>9.1</b>	<b>Suppliers inspection of Sites, Customer Property and Customer Assets:</b> N/A
<b>9.2</b>	<b>Commercially Sensitive Information:</b> Cost breakdowns will be treated as commercially sensitive.

## 10. OTHER CONTRACT REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Contract Terms): <b>N/A</b>
<b>10.2</b>	<b>Contract Guarantee (Clause Error! Reference source not found. of the Contract Terms):</b>
	[Not required]

10.3	<b>Security:</b> In Call Off Schedule 7 (Security)
10.4	<b>ICT Policy:</b> [Not applied]
10.5	<b>Testing:</b> [Not applied]
10.6	<b>Business Continuity &amp; Disaster Recovery:</b> In Contract Schedule 8 (Business Continuity and Disaster Recovery)  <b>Disaster Period:</b> For the purpose of the definition of “Disaster” in Contract Schedule 1 (Definitions) the “Disaster Period” shall be N/A
10.7	<b>Failure of Supplier Equipment (Clause 32.8 of the Contract Terms:</b> [Not applied]
10.8	<b>Protection of Customer Data</b> (Clause 34.2.3 of the Contract Terms): N/A
10.9	<b>Notices</b> (Clause 55.6 of the Contract Terms): Customer’s postal address and email address: <b>HMRC</b> [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] Suppliers postal address and email address: <b>Exsel Design &amp; Integration Limited</b> [REDACTED] [REDACTED] [REDACTED]
	[REDACTED]
10.10	<b>Transparency Reports</b> In Contract Schedule 13 (Transparency Reports)

10.11	<b>Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Contract Schedule 14):</b> HMRC Mandatory Clauses
10.12	<b>Contract Tender:</b> In Schedule 15 (Contract Tender)

## FORMATION OF CONTRACT

**BY SIGNING AND RETURNING THIS CONTRACT ORDER FORM** (which may be done by electronic means) the Supplier agrees to enter a Contract with the Customer to provide the Goods and/or Services in accordance with the terms of the Contract Order Form and the Contract Terms.

The Parties hereby acknowledge and agree that they have read the Contract Order Form and the Contract Terms and by signing below agree to be bound by this Contract.

In accordance with paragraph 7 of DPS Schedule 5 (Call for Competition Procedure), the Parties hereby acknowledge and agree that this Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Contract Order Form from the Supplier within two (2) Working Days from such receipt.

### For and on behalf of the Supplier:

Name and Title	[REDACTED]
Signature	[REDACTED]
Date	29 <sup>th</sup> November 2022

### For and on behalf of the Customer:

Name and Title	[REDACTED]
Signature	[REDACTED]
Date	29 November 2022