The following document has been redacted in line with FOIA sections 40 and 43

**Award Form**

This Award Form creates the Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier’s contact details.

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|  | **Buyer** | Driver & Vehicle Standards Agency on behalf of the Secretary of State for Transport  Its offices are on: Berkeley House, Croydon Street, Bristol, BS5 ODA |
|  | **Supplier** | |  |  | | --- | --- | | Name: | ***Haenni Wheel Weighpads Limited*** | | Address: | ***49 Coppice View, Bradford, BD10 8UF*** | | Registration number: | ***7425580*** | |
|  | **Contract** | This Contract between the Buyer and the Supplier is for the supply of Deliverables.  This opportunity is advertised in the Contract Notice in Find A Tender, reference (FTS Contract Notice). |
|  | **Contract reference** | ***K280021773*** |
|  | **Deliverables** | 1 - 6 monthly maintenance and calibration of RTE weighpads including collection and delivery  2 - Annual maintenance and calibration of IVA weighpads including collection and delivery  3 - Issuing of certification for all weighpads  4 - Completion of ad hoc repairs and recalibration if applicable    See Schedule 2 (Specification) for further details. |
|  | **Buyer Cause** | Any breach of:  The obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier. |
|  | **Collaborative working principles** | The Collaborative Working Principles do apply to this Contract.  See Clause 3.1.3 for further details. |
|  | **Financial Transparency Objectives** | The Financial Transparency Objectives do not apply to this Contract.  See Clause 6.3 for further details. |
|  | **Start Date** | *03 October 2022* |
|  | **End Date** | *02 October 2024* |
|  | **Extension Period** | 2 x Further periods up to *12 months*  Extension exercised where the Buyer gives the Supplier no less than 3 Months written notice before the Contract expires |
|  | **Ending the Contract without a reason** | The Buyer shall be able to terminate the Contract in accordance with Clause 14.3. Provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be 90 days. |
|  | **Incorporated Terms**  (together these documents form the **"the Contract"**) | The following documents are incorporated into the Contract. Where numbers are missing, we are not using these Schedules. If the documents conflict, the following order of precedence applies:   1. This Award Form 2. Core Terms 3. Schedule 36 (Intellectual Property Rights) 4. Schedule 1 (Definitions) 5. Schedule 6 (Transparency Reports) 6. Schedule 20 (Processing Data) 7. The following Schedules (in equal order of precedence):    1. Schedule 2 (Specification)    2. Schedule 3 (Charges)    3. Schedule 5 (Commercially Sensitive Information)    4. Schedule 10 (Service Levels)    5. Schedule 21 (Variation Form)    6. Schedule 22 (Insurance Requirements)    7. Schedule 25 (Rectification Plan)    8. Schedule 26 (Sustainability)   i. Schedule 4 (Tender), unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer), in which case that aspect of the Tender will take precedence over the documents above. |
|  | **Special Terms** | Not Applicable |
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|  | **Sustainability** | The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with Schedule 26 (Sustainability). |
|  | **Buyer’s Environmental Policy** | [Packaging waste: environmental responsibilities - GOV.UK (www.gov.uk)](https://www.gov.uk/packaging-waste-designer-responsibilities) |
|  | **Social Value Commitment** | The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, to deliver the Social Value outcomes in Schedule 4 (Tender) and report on the Social Value KPIs |
|  | **Buyer’s Security Policy** | Not Applicable |
|  | **Commercially Sensitive Information** | Supplier’s Commercially Sensitive Information**:** Schedule 5 (Commercially Sensitive Information)] |
|  | **Charges** | Details in Schedule 3 (Charges) |
|  | **Reimbursable expenses** | None |
|  | **Payment method** | Payment of the maintenance and calibration charges shall be invoiced six monthly for Enforcement Weighpads and annually for the IVA Weighpads on the production/receipt of calibration Certificates at the DVSA.    Payments will be made once the calibration round has been completed and all calibration certificates from TSOs and Witness Statements have been received by DVSA.    Suppliers must be sent to the Shared Services centre  ([SSC.AccountsPayable@sharedservicesarvato.co.uk](mailto:SSC.AccountsPayable@sharedservicesarvato.co.uk)),  To avoid delay in payment it is important that the invoice is also sent to the Contract Manager along with back up documentation so that the CM can check against your contract prices on the Appendix 5, Annex 1 Price Questionnaire.  If you have a query regarding an outstanding payment, please contact our Accounts Payable section:  **ssa.invoice@sharedservicesarvato.co.uk** |
|  | **Service Levels** | Service Credits will accrue in accordance with Schedule 10 (Service Levels)  The Service Credit Cap is the period from the Call Off Commencement Date to the end of the first Call Off Contract Year 12.5% of the Estimated Year 1 Call Off Contract Charges; and during the remainder of the Call Off Contract Period, 25% 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 *1 Month* |
|  | **Insurance** | Details in Annex of Schedule 22 (Insurance Requirements). |
|  | **Liability** | In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than the greater of £150,000] of the Estimated Yearly Charges |
|  | **Cyber Essentials Certification** | Not required |
|  | **Progress Meetings and Progress Reports** | * The Supplier shall attend Progress Meetings with the Buyer Quarterly at the beginning of the contract then will change to 6 monthly. * The Supplier shall provide the Buyer with Progress Reports Quarterly to start with then 6 monthly reports to be provided to contract manager 1 week before progress meetings. |
|  | **Guarantee** | Not applicable |
|  | **Virtual Library** | Not applicable |
|  | **Supplier**  **Contract**  **Manager** | ***Haenni Wheel Weigh Pads Limited***  ***xxxxxx***  ***xxxxxx***  ***xxxxxx*** |
|  | **Supplier Compliance Officer** | ***Haenni Wheel Weigh Pads Limited***  ***xxxxxx***  ***xxxxxx***  ***xxxxxx*** |
|  | **Supplier Data Protection Officer** | ***Haenni Wheel Weigh Pads Limited***  ***xxxxxx***  ***xxxxxx***  ***xxxxxx*** |
|  | **Supplier Marketing Contact** | ***Haenni Wheel Weigh Pads Limited***  ***xxxxxx***  ***xxxxxx***  ***xxxxxx*** |
|  | **Key Subcontractors** | **Key Subcontractor 1**  Name (Registered name if registered): ***West Yorkshire Trading Standards Service***  Registration number (if registered): ***Public company***  Role of Subcontractor: ***To witness calibrations and to produce weighpad calibration certificates***  **Key Subcontractor 2**  Name (Registered name if registered): ***APC Courier Logistics***  Registration number: 2958861  Role of Subcontractor: ***To collect and deliver weighpads between the DVSA site and Haenni WWPL.*** |
|  | **Buyer Authorised Representative** | ***xxxxxxx***  ***Commercial Category Manager***  ***xxxxxxx***  ***xxxxxxx*** |
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| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: | *xxxxx* | Signature: | *xxxxx* |
| Name: | xxxxx | Name: | xxxxxxx |
| Role: | Director | Role: | Commercial Category Manager |
| Date: | 10 October 2022 | Date: | 10 October 2022 |

18 June 2020 D2V1