

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.

1.	Buyer	Driver & Vehicle Standards Agency (the Buyer). Its offices are on: Croydon Street, Bristol, BS5 0DA
2.	Supplier	Name: Burlington Uniforms Limited Address: 76 Lockfield Avenue, Brimsdown, Enfield, EN3 7PX Registration number: 01195047 SID4GOV ID: 1109052 Dun & Bradstreet: 227200227
3.	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 493d14c6-d633-470b-a79a-94f09fe4e70d (FTS Contract Notice).
4.	Contract reference	K280022019
5.	Deliverables	See Schedule 2 (Specification) for further details.
6.	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.
7.	Collaborative working principles	The Collaborative Working Principles apply to this Contract. See Clause 3.1.3 for further details.
8.	Financial Transparency Objectives	The Financial Transparency Objectives apply to this Contract. See Clause 6.3 for further details.
9.	Start Date	3rd December 2023
10.	Expiry Date	2nd December 2026

11.	Extension Period	<p>Further period up to 2 years (not to extend past 1st December 2028), offered in 2 separate 12-month terms, conditional upon the supplier consistently meeting contracted Key Performance Indicators.</p> <p>Extension exercised where the Buyer gives the Supplier no less than 3 Months' written notice before the Contract expires.</p>
12.	Ending the Contract without a reason	<p>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.</p>
13.	Incorporated Terms (together these documents form the " the Contract ")	<p>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:</p> <ul style="list-style-type: none"> a) This Award Form b) CCS Core Framework Terms (version 3.0.2) c) DfT Mid-Tier Core Call-Off Terms (version 1.1) d) Schedule 36 (Intellectual Property Rights) e) Schedule 1 (Definitions) f) Schedule 6 (Transparency Reports) g) Schedule 20 (Processing Data) h) The following Schedules (in equal order of precedence): <ul style="list-style-type: none"> a. Schedule 2 (Specification) b. Schedule 3 (Charges) c. Schedule 5 (Commercially Sensitive Information) d. Schedule 7 (Staff Transfer) e. Schedule 8 (Implementation Plan & Testing) f. Schedule 10 (Service Levels) g. Schedule 11 (Continuous Improvement) h. Schedule 12 (Benchmarking) i. Schedule 14 (Business Continuity and Disaster Recovery) j. Schedule 16 (Security) k. Schedule 18 (Supply Chain Visibility) l. Schedule 19 (Cyber Essentials Scheme) m. Schedule 21 (Variation Form) n. Schedule 22 (Insurance Requirements) o. Schedule 24 (Financial Difficulties)

		<p>p. Schedule 25 (Rectification Plan)</p> <p>q. Schedule 26 (Sustainability)</p> <p>r. Schedule 27 (Key Subcontractors)</p> <p>s. Schedule 29 (Key Supplier Staff)</p> <p>t. Schedule 30 (Exit Management)</p> <p>u. Schedule 37 (Corporate Resolution Planning)</p> <p>v. Annex A (Burlington Catalogue)</p> <p>i) Schedule 4 (Tender), unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that aspect of the Tender will take precedence over the documents above.</p>
14.	Sustainability	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with Schedule 26 (Sustainability).
15.	Buyer's Environmental Policy	Environmental Policy Statement 2023-24 available online at: https://www.burlington-uniforms.co.uk/getfile/documents/2023/pol-003-environmental-policy-statement-23-24.pdf
16.	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), provide the Social Value Reports as set out in Schedule 26 (Sustainability), and report on the Social Value KPIs as required by Schedule 10 (Service Levels)
17.	Buyer's Security Policy	Schedule 16 (Security)
18.	Commercially Sensitive Information	Supplier's Commercially Sensitive Information: Schedule 5 (Commercially Sensitive Information)
19.	Charges	Details in Schedule 3 (Charges)
20.	Reimbursable expenses	None
21.	Payment method	<p>Monthly consolidated invoice for all services received by the Buyer during the month.</p> <p>Payment will be made by BACS no later than 30 days after receipt of a valid invoice. Invoice MUST reference the correct Purchase Order number.</p> <p>BUYER'S INVOICE ADDRESS: Shared Services arvato</p>

		5 Sandringham Park Swansea Vale Swansea SA7 0EA
22.	Service Levels	<p>Service Credits will accrue in accordance with Call-Off Schedule 10 (Service Levels).</p> <p>The Service Credit Cap is:</p> <ul style="list-style-type: none"> • 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. <p>The Service Period is one Month</p>
23.	Insurance	Details in Annex of Schedule 22 (Insurance Requirements).
24.	Liability	<p>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 £5 million or 150% of the Estimated Yearly Charges</p> <p>In accordance with Clause 15.5, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability, being £10 million.</p>
25.	Cyber Essentials Certification	<p>Cyber Essentials Scheme Certificate (or equivalent).</p> <p>Details in Schedule 19 (Cyber Essentials Scheme)</p>
26.	Progress Meetings and Progress Reports	<ul style="list-style-type: none"> • The Supplier shall attend Progress Meetings with the Buyer every week during implementation, and no less than quarterly thereafter. • The Supplier shall provide the Buyer with Progress Reports every week during implementation, and no less than quarterly thereafter.
27.	Guarantee	Not applicable
28.	Virtual Library	<p>In accordance with Paragraph 2.2. of Schedule 30 (Exit Management)</p> <ul style="list-style-type: none"> • the period in which the Supplier must create and maintain the Virtual Library, is within 2 weeks of the contract Start Date; and • the Supplier shall update the Virtual Library at least once every month.

29.	Supplier Contract Manager	XXX Redacted under FOIA Section No: 40 – Personal Information
30.	Supplier Authorised Representative	XXX Redacted under FOIA Section No: 40 – Personal Information
31.	Supplier Compliance Officer	XXX Redacted under FOIA Section No: 40 – Personal Information
32.	Supplier Data Protection Officer	XXX Redacted under FOIA Section No: 40 – Personal Information
33.	Supplier Marketing Contact	XXX Redacted under FOIA Section No: 40 – Personal Information
34.	Buyer Authorised Representative	XXX Redacted under FOIA Section No: 40 – Personal Information
35.	Key Sub-Contractors	XXX Redacted under FOIA Section No: 43 – Commercial Interests

NOTE – THIS DOCUMENT WILL BE SIGNED DIGITALLY VIA DOCUSIGN.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	

Role:		Role:	
Date:		Date:	