**Appendix 1 Part A - 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** | DVLA on behalf of the Secretary of State for Transport  Its offices are on:  *Driver and Vehicle Licensing Agency (DVLA)*  *Longview Road*  *Morriston*  *Swansea*  *SA6 7JL* |
|  | **Supplier** | |  |  | | --- | --- | | Name: | Applus Car Testing Service Limited | | Address: | Unit 3026 Lake Drive, DUBLIN D24 RC8V | | Registration number: | 464326 | | SID4GOV ID: | N/A | |
|  | **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 2023-042380 (FTS Contract Notice). |
|  | **Contract reference** | ***PS/22/194*** |
|  | **Deliverables** | The purpose of an inspection is to confirm specific information about a vehicle that can only be verified with the vehicle physically present. Some vehicles may require a more in depth inspection than others, depending on what information the Authority needs to confirm. Inspections may take place pre- or post-registration and for a number of reasons, often but not exclusively as a result of an application made to the Authority regarding the vehicle. The basis of the Authority’s decision to inspect a vehicle is usually one of the following:   1. To confirm that the vehicle exists; 2. To confirm that the vehicle is what it purports to be, either on the Authority’s records or on the application received, by confirming the presence of identifying features particular to the make and model; 3. To confirm that the applicant is in possession of the vehicle.   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 not 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 |
|  | **Start Date** | *27/04/2024* |
|  | **End Date** | *28/04/2027* |
|  | **Extension Period** | Option to extend for a further 1 year + 1 year  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. |
|  | **Incorporated Terms**  (together these documents form the **"the Contract"**) | The following documents are incorporated into the Contract. We are not using any Schedules marked as N/A. If the documents conflict, the following order of precedence applies:   1. This Award Form 2. Any Special Terms (see **Section 14 (Special Terms)** in this Award Form) 3. Schedule 31 (Buyer Specific Terms) N/A 4. Core Terms 5. Schedule 36 (Intellectual Property Rights) 6. Schedule 1 (Definitions) 7. Schedule 6 (Transparency Reports) 8. Schedule 20 (Processing Data) 9. The following Schedules (in equal order of precedence):    1. Schedule 2 (Specification)    2. Schedule 3 (Charges)    3. Schedule 5 (Commercially Sensitive Information)    4. Schedule 7 (Staff Transfer)    5. Schedule 8 (Implementation Plan & Testing)    6. Schedule 9 (Installation Works)    7. Schedule 10 (Service Levels)    8. Schedule 11 (Continuous Improvement) N/A    9. Schedule 12 (Benchmarking) N/A    10. Schedule 13 (Contract Management)    11. Schedule 14 (Business Continuity and Disaster Recovery)    12. Schedule 15 (Minimum Standards of Reliability) N/A    13. Schedule 16 (Security)    14. Schedule 17 (Service Recipients) N/A    15. Schedule 18 (Supply Chain Visibility) N/A    16. Schedule 19 (Cyber Essentials Scheme)    17. Schedule 21 (Variation Form)    18. Schedule 22 (Insurance Requirements)    19. Schedule 23 (Guarantee)    20. Schedule 24 (Financial Difficulties)    21. Schedule 25 (Rectification Plan)    22. Schedule 26 (Sustainability)    23. Schedule 27 (Key Subcontractors)    24. Schedule 28 (ICT Services) N/A    25. Schedule 28A (Agile Development Additional Terms) N/A    26. Schedule 29 (Key Supplier Staff) N/A    27. Schedule 30 (Exit Management)    28. Schedule 31 (Buyers Specific Terms) N/A    29. Schedule 32 (Background Checks) N/A    30. Schedule 33 (Scottish Law) N/A    31. Schedule 34 (Northern Ireland Law) N/A    32. Schedule 35 (Lease Terms) N/A    33. Schedule 37 (Corporate Resolution Planning Information) N/A 10. 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** | N/A |
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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** | Appendix 12 DVLA Environmental Policy |
|  | **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 as required by Schedule 10 (Service Levels) |
|  | **Buyer’s Security Policy** | Schedule 16 (Security) |
|  | **Commercially Sensitive Information** | Supplier’s Commercially Sensitive Information**:** Schedule 5 (Commercially Sensitive Information)] |
|  | **Charges** | Details in Schedule 3 (Charges) |
|  | **Reimbursable expenses** | Recoverable as set out in Schedule 3 (Charges) |
|  | **Payment method** | You must be in possession of a written purchase order/orders (PO), before commencing any work, or supplying any goods, under this contract. The PO/POs for this contract will follow shortly after formal award of the Contract. All invoices submitted to the Department must quote a valid PO number and be submitted in accordance with the Buyer’s Invoicing Procedures, embedded below: |
|  | **Service Levels** | Service Credits will accrue in accordance with Schedule 10 (Service Levels)  The Service Period is *1 Month*  A Critical Service Level Failure is:  a failure of service level 1 – Inspection waiting time or  a failure of service level 2 – Submission of inspection findings |
|  | **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 £**5 million** or **150**% of the Estimated Yearly Charges]  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** |
|  | **Cyber Essentials Certification** | * Cyber Essentials Scheme Basic Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme) |
|  | **Progress Meetings and Progress Reports** | * The Supplier shall attend Progress Meetings with the Buyer every month * The Supplier shall provide the Buyer with Progress Reports every month |
|  | **Guarantee** | The Supplier must have a Guarantor to guarantee their performance using the form in Schedule 23 (Guarantee)] |
|  | **Virtual Library** | Not applicable |
|  | **Supplier**  **Contract**  **Manager** | XXXXXX “redacted under FOIA section No 40”  Contract Supervisor/Account Manager  XXXXXX “redacted under FOIA section No 40”  XXXXXX “redacted under FOIA section No 40” |
|  | **Supplier Authorised Representative** | XXXXXX “redacted under FOIA section No 40”  Managing Director  XXXXXX “redacted under FOIA section No 40”  XXXXXX “redacted under FOIA section No 40” |
|  | **Supplier Compliance Officer** | XXXXXX “redacted under FOIA section No 40”  Managing Director  XXXXXX “redacted under FOIA section No 40”  XXXXXX “redacted under FOIA section No 40” |
|  | **Supplier Data Protection Officer** | XXXXXX “redacted under FOIA section No 40”  Marketing, Communications, DPO Manager  XXXXXX “redacted under FOIA section No 40”  XXXXXX “redacted under FOIA section No 40” |
|  | **Supplier Marketing Contact** | XXXXXX “redacted under FOIA section No 40”  Marketing, Communications, DPO Manager  XXXXXX “redacted under FOIA section No 40”  XXXXXX “redacted under FOIA section No 40” |
|  | **Key Subcontractors** | **Key Subcontractor 1**  Name (Registered name if registered): ***Davies Group Limited***  Registration number (if registered): ***06479822***  Role of Subcontractor: ***Inspection Delivery***  XXXXXX “redacted under FOIA section No 40”  Director  XXXXXX “redacted under FOIA section No 40” |
|  | **Buyer Authorised Representative** | XXXXXX “redacted under FOIA section No 40”  Commercial Specialist  XXXXXX “redacted under FOIA section No 40”  XXXXXX “redacted under FOIA section No 40” |

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| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: | XXXXXX “redacted under FOIA section No 40” | Signature: | XXXXXX “redacted under FOIA section No 40” |
| Name: | XXXXXX “redacted under FOIA section No 40” | Name: | XXXXXX “redacted under FOIA section No 40” |
| Role: | Managing Director | Role: | Commercial Specialist |
| Date: | 28/02/2024 | Date: | 01/03/2024 |