

Crown Commercial Service

Contract Order Form and Contract Terms for Services (non ICT)

The Provision of Vehicle Conversion Services

Contract Reference: CCVC21A01

For

The Home Office

To

A.J.ENGINEERING SERVICES LTD

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 Vehicle Conversion Services dated 1 February 2021.

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	Contract Reference: CCVC21A01
From	The Home Office ("CUSTOMER")
To	A.J.Engineering Services Ltd ("SUPPLIER")

SECTION B

1. CONTRACT PERIOD

1.1.	Commencement Date: 10 May 2021
1.2.	Expiry Date : End date of Contract Period: 9 May 2023 Option to extend not required

2. GOODS AND/OR SERVICES

2.1	Goods and/or Services required: Please refer to ANNEX 1: The Services
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3. IMPLEMENTATION PLAN

3.1.	Implementation Plan: Not applied
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4. CONTRACT PERFORMANCE

4.1.	Standards:		
	The following Contract milestones/deliverables shall apply:		
	Milestone/Deliverable	Description	Timeframe or Delivery Date

	1	Place order with manufacturer for base vehicle	Within week 1 of receipt of order from the Customer												
	2	Vehicle fitted out and delivered	Within 6 weeks of receipt of base vehicle												
Without reasonable excuse, failure to deliver within the specified Key Milestone 2, will result in a service credit to the Authority of £100 per vehicle per week.															
4.2	Service Levels/Service Credits: Without reasonable excuse, failure to deliver within the specified Key Milestone 2, will result in a service credit to the Authority of £100 per vehicle per week.														
4.3	Critical Service Level Failure: In relation to a Critical Service Level Failure shall include a delay in producing the vehicles ordered by the Customer in excess of five (5) weeks more than three (3) times in any rolling twelve (12) Month period.														
4.4	Performance Monitoring: The Authority will measure the quality of the Supplier's delivery by: <table border="1"> <thead> <tr> <th>KPI/SLA</th><th>SERVICE AREA</th><th>KPI/SLA DESCRIPTION</th><th>TARGET</th></tr> </thead> <tbody> <tr> <td>1</td><td>Delivery</td><td>The Supplier will report to the Authority if any issues arise that could impact upon the delivery date milestones for completion of the work, within 24 hours of any issues being identified. This will be communicated via e-mail and telephone to the agreed account manager.</td><td>98%</td></tr> <tr> <td>2</td><td>Delivery</td><td> In the event that modifications are completed by a third party. An on-site repair service to the modifications must be provided with a 72-hour response Confirmation of any modifications must then also be reported to the Authority within this 72-hour period as well. </td><td>98%</td></tr> </tbody> </table>			KPI/SLA	SERVICE AREA	KPI/SLA DESCRIPTION	TARGET	1	Delivery	The Supplier will report to the Authority if any issues arise that could impact upon the delivery date milestones for completion of the work, within 24 hours of any issues being identified. This will be communicated via e-mail and telephone to the agreed account manager.	98%	2	Delivery	In the event that modifications are completed by a third party. An on-site repair service to the modifications must be provided with a 72-hour response Confirmation of any modifications must then also be reported to the Authority within this 72-hour period as well.	98%
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KPIs shall be achieved to the highest standard throughout, respectively, the contract period and DPS period.															

	<p>In the event of poor performance, defined as the failure to meet the contractual target for the KPI, the Customer shall meet with the Supplier to understand the root causes of the issue, and when required, to formulate a performance improvement plan to rectify the issues and meet the required levels of performance.</p> <p>This performance improvement plan must be actioned and performed to demonstrably meet satisfactory levels of performance within 30 days of the start date of the plan being executed. Where the Supplier fails to deliver the plan to the required standard, the Customer reserves the right to terminate the contract.</p> <p>The Customer and the Supplier will agree an exit plan no later than 3 months before the contract ends to enable the Supplier deliverables to be transferred to the Customer ensuring that the Customer has all their data and documentation. The Supplier will update this plan whenever there are material changes to the Services. A Statement of Work may be agreed between the Customer and the Supplier to specifically cover the exit plan.</p>
4.5	<p>Period for providing Rectification Plan:</p> <p>In Clause 38.2.1(a) of the Contract Terms</p>

5. PERSONNEL

5.1	<p>Key Personnel:</p> <p>██████████</p> <p>██████████</p> <p>██████████</p> <p>████████████████</p> <p>██████████</p> <p>██████████</p> <p>██████████</p>
5.2	<p>Relevant Convictions</p> <p>In Clause 27.2 of the Contract Terms</p>

6. PAYMENT

6.1	<p>Contract Charges (including any applicable discount(s), but excluding VAT):</p> <p>The total value of the Contract shall be up to £2,000,000.00 (ex VAT)</p> <p>Please refer to Annex 1: Contract Charges for the full breakdown of the charges.</p>
6.2	<p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>The Authority will raise a purchase order once a quote is agreed.</p>

	<p>Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.</p> <p>Each invoice must state a valid purchase order.</p> <p>Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.</p>
6.3	<p>Reimbursable Expenses:</p> <p>Not permitted</p>
6.4	<p>Customer billing address (paragraph 7.6 of Contract Schedule 3 (Contract [REDACTED])</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
6.5	<p>Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Contract Charges, Payment and Invoicing)):</p> <p>For the full term of the Contract including any extension options</p>
6.6	<p>Supplier periodic assessment of Contract Charges (paragraph 9.2 of Contract Schedule 3 (Contract Charges, Payment and Invoicing)) will be carried out on:</p> <p>Not Permitted</p>
6.7	<p>Supplier request for increase in the Contract Charges (paragraph 10 of Contract Schedule 3 (Contract Charges, Payment and Invoicing)):</p> <p>Not Permitted</p>

7. LIABILITY AND INSURANCE

7.1	<p>Estimated Year 1 Contract Charges:</p> <p>The value of this Contract will be up to the sum of £2,000,000.00 (ex VAT). Please refer to Annex 1: Contract Charges for the full breakdown of the charges.</p>
7.2	<p>Suppliers limitation of Liability (Clause 36.2.1 of the Contract Terms);</p> <p>In Clause 36.2.1 of the Contract Terms</p>
7.3	<p>Insurance</p> <p>In Clause 37.3 of the Contract Terms</p>

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 41.2.1(c) of the Contract Terms): In Clause 41.2.1(c) of the Contract Terms
8.2	Termination without cause notice period (Clause 41.7.1 of the Contract Terms): In Clause 41.7.1 of the Contract Terms
8.3	Undisputed Sums Limit: In Clause 42.1.1 of the Contract Terms
8.4	Exit Management: In Contrat Schedule 9 (Exit Management)

9. SUPPLIER INFORMATION

9.1	Suppliers inspection of Sites, Customer Property and Customer Assets: Not applicable
9.2	Commercially Sensitive Information: Not applicable

10. OTHER CONTRACT REQUIREMENTS

10.1	Recitals (in preamble to the Contract Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 9 March 2021 Recital D - date of receipt of Contract Tender: 22 March 2021
10.2	Contract Guarantee (Clause 4 of the Contract Terms): Not required
10.3	Security: Short form security requirements
10.4	ICT Policy: Not applied
10.5	Testing: In Contract Schedule 5 (Testing)
10.6	Business Continuity & Disaster Recovery: In Contract Schedule 8 (Business Continuity and Disaster Recovery)
10.7	Failure of Supplier Equipment (Clause 32.8 of the Contract Terms: Not applied

10.8	Protection of Customer Data (Clause 34.2.3 of the Contract Terms): See Clause 34.2.3 (Protection of Customer Data).
10.9	Notices (Clause 55.6 of the Contract Terms): <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 80%;"></div> <div style="background-color: black; height: 15px; width: 20%;"></div> <div style="background-color: black; height: 15px; width: 10%;"></div> <div style="background-color: black; height: 15px; width: 20%;"></div> <div style="background-color: black; height: 15px; width: 15%;"></div> <div style="background-color: black; height: 15px; width: 80%;"></div> <div style="background-color: black; height: 15px; width: 70%;"></div> <div style="background-color: black; height: 15px; width: 40%;"></div> <div style="background-color: black; height: 15px; width: 30%;"></div> <div style="background-color: black; height: 15px; width: 10%;"></div> <div style="background-color: black; height: 15px; width: 15%;"></div> <div style="background-color: black; height: 15px; width: 10%;"></div> <div style="background-color: black; height: 15px; width: 40%;"></div>
10.10	Transparency Reports In Contract Schedule 13 (Transparency Reports) See Call off Contract Schedule 13 (Transparency Reports).
10.12	Contract Tender: Please refer to 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	
Signature	
Date	

For and on behalf of the Customer:

Name and Title	
Signature	
Date	