

[Redacted], SWARCO,
By email: **[Redacted]**



Our contract ref:
TS/LCED/SER/2019/01

Date: 19 April 2021

For the attention of: **[Redacted]**

Dear Sirs,

VARIATION OF THE CONTRACT FOR CHARGEPLACE SCOTLAND CHARGE POINT NETWORK OPERATOR SERVICES
CONTRACT REFERENCE No: TS/LCED/SER/2019/01

1. On behalf of Transport Scotland, I am writing to confirm the following variation of your current Contract. The Invitation to Tender (ITT) document (TS/LCED/SER/2019/01) issued in October 2020 for the Charge Place Network Operator (CPNO) of ChargePlace Scotland (CPS), otherwise known as the operation of the Back Office of CPS stipulated a number of Key Performance Indicators (KPI) that the future operator would have to meet. These are listed in Section 2.11 of the ITT document.

Following completion of the tender process, SWARCO was awarded operation of the CPS Back Office contract, initially for two years. In early discussions following award of the contract, SWARCO raised that delivery of one of the KPIs would cause difficulty. This KPI specifically related to the delivery of charge point owner services and the reimbursement of tariffs collected on the owners behalf as stated below:

KPI – Charge point Owner Service					
Title	Description	Reporting Period	Target	Data	Formula
Payment	Reimbursement of tariffs to Charge point owners on a monthly basis within seven days of the start of the new month	Monthly	100%	A=no. of tariffs that should be paid B=no. of tariffs paid within 7 days of the start of the month	$(B/A) \times 100$

This is required due to SWARCO expressing concern at the ability to complete this task within seven days of the start of a month. Transport Scotland has agreed that the time can be extended to 15 days and therefore the amended KPI and the way it is measured will read as below:

KPI – Charge point Owner Service					
Title	Description	Reporting Period	Target	Data	Formula
Payment	Reimbursement of tariffs to Charge point owners on a monthly basis within fifteen days of the start of the new month	Monthly	100%	A=no. of tariffs that should be paid B=no. of tariffs paid within 15 days of the start of the month	$(B/A) \times 100$

The documents listed below shall be deemed to form and to be read and to be construed as the variation to the Contract:

- This letter.
 - Current Contract ref. TS/LCED/SER/2019/01
2. The Contract ref. TS/LCED/SER/2019/01 including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Please acknowledge your acceptance of the contents of this letter and return a copy by email of the Contract Variation Form (overleaf) with your e-signature to **[Redacted]** can be contacted directly on **[Redacted]** should you have any questions about the contents of this letter.

Yours faithfully

[Redacted]

CONTRACT VARIATION FORM

Signed:..... [Redacted].....

Employer (Employer's Representative)

Name: ...[Redacted]
(BLOCK CAPITALS)

Date:.....19th April 2021

Witnessed by (Employer's Representative)

Signed:..... [Redacted].....

Name:[Redacted].....
(BLOCK CAPITALS)

Date:.....19th April 2021.....

And, accepted on behalf of the Supplier by:

Signed:..... [Redacted].....

Supplier's Representative:

Name:..... [Redacted].....
(BLOCK CAPITALS)

Date:

Witnessed by (Supplier's Representative):

Signed:..... ...[Redacted].....

Name:..... [Redacted].....
(BLOCK CAPITALS)

Date: