

Award Form

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

1. Buyer	The Department for Levelling Up, Housing and Communities (The Buyer) Its offices are on: Fry Building 2 Marsham Street London SW1P 4DF
2. Supplier	Name: Collective Enterprises Limited Address: 22 Norfolk Street, Glossop, SK13 8BS Registration number: 02131825
3. Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables, being provision of a National Body for Disabled Facilities Grants and Home Improvement Agencies on an England wide basis - see Schedule 2 (Specification) for full details. This opportunity was advertised in this Contract Notice in Find A Tender, 2024/S 000-001644 (FTS Contract Notice).
4. Contract reference	CPD4124192 – National Body for Disabled Facilities Grants and Home Improvement Agencies
5. Buyer Cause	Any material 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 this Contract and in respect of which the Buyer is liable to the Supplier.
6. Collaborative working principles	The Collaborative Working Principles do not apply to this Contract. See Clause 3.1.3 for further details.
7. Financial Transparency Objectives	The Financial Transparency Objectives apply to this Contract. See Clause 6.3 for further details.
8. Start Date	1 st October 2024

		Subject to successful implementation in accordance with Schedule 8 – Implementation Plan and Testing
9.	Expiry Date	31st March 2027
10.	Extension Period	<p>The Buyer may extend the contract by 2 (two) optional extension years, taken in 1 (one) year increments. Optional Extension Year 4 and Optional Extension Year 5 costs must be in line with the below maximum values as set out in Annex C – Charges.</p> <p><i>Optional Extension Year 4 - £970,737.58 ex VAT</i></p> <p><i>Optional Extension Year 5 - £970,737.58 ex VAT</i></p> <p>Extension exercised where the Buyer gives the Supplier no less than 3 Months' written notice before this Contract expires.</p>
11.	Ending this Contract without a reason	The Buyer shall be able to terminate this Contract in accordance with Clause 14.3.
12.	Incorporated Terms (together these documents form the " this Contract ")	<p>The following documents are incorporated into this Contract. Where numbers are missing we are not using these Schedules. If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> (a) This Award Form (b) Any Special Terms (see Section 14 (Special Terms) in this Award Form) (c) Core Terms (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 8 (Implementation Plan & Testing) e. Schedule 11 (Continuous Improvement) f. Schedule 14 (Business Continuity and Disaster Recovery) g. Schedule 16 (Security)

		<p>h. Schedule 19 (Cyber Essentials Scheme)</p> <p>i. Schedule 21 (Variation Form)</p> <p>j. Schedule 22 (Insurance Requirements)</p> <p>k. Schedule 25 (Rectification Plan)</p> <p>l. Schedule 26 (Sustainability)</p> <p>m. Schedule 29 (Key Supplier Staff)</p> <p>n. Schedule 30 (Exit Management)</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 part of the Tender will take precedence over the documents above.</p>
13. Special Terms		N/A
14. Buyer's Environmental Policy		<p>Available online at:</p> <p>https://www.gov.uk/government/collections/greening-government-commitments</p>
15. Social Value Commitment		<p>The Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, to deliver the Social Value outcomes in section 4.1 of Schedule 4 (Tender) and provide the Social Value Reports as set out in Part C, section 1 of Schedule 26 (Sustainability).</p>
16. Buyer's Security Requirements and Security and ICT Policy		<p>Security Requirements: as set out in Schedule 16 (Security) – Part B.</p> <p>Security Policy: Available online at:</p> <p>https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework</p> <p>For the purposes of Schedule 16 (Security) the Supplier is required to comply with the Security Policy.</p> <p>For the purposes of Supplier Staff vetting, the Supplier is required to comply with the Security Policy.</p> <p>ICT Policy: Not Used</p>
17. Charges		<p>The total Contract Value for years 1, 2 and 3 as set out in Schedule 3 (Charges) is £2,335,882.85 ex VAT</p> <p>Should the authority execute its extension options in line with section 10, then the maximum total may be up to £4,277,358.02 ex VAT</p> <p>Indexation is not applicable</p>

18. Estimated Year 1 Charges	£440,385.00 ex VAT
19. Reimbursable expenses	None
20. Payment method	<p>Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier.</p> <p>All invoices must be sent, quoting a valid Purchase Order Number (PO Number) and any other relevant details, to: [REDACTED]</p>
21. Service Levels	As set out in Schedule 2 - Specification
22. Liability	<p>In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than the greater of [REDACTED] 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 [REDACTED]</p>
23. Cyber Essentials Certification	Cyber Essentials Scheme Basic Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme)
24. Progress Meetings and Progress Reports	<p>The Supplier shall attend Progress Meetings with the Buyer quarterly and annually, as further detailed in Schedule 2 (Specification)</p> <p>The Supplier shall provide the Buyer with Progress Reports monthly, quarterly and annually, as further detailed in Schedule 2 (Specification).</p>
25. Guarantor	Not Applicable
26. 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 as set out in Schedule 2 (Specification); and the Supplier shall update the Virtual Library as set out in Schedule 2 (Specification).

27.	Supplier's Contract Manager	[REDACTED]
28.	Supplier Authorised Representative	[REDACTED]
29.	Supplier Compliance Officer	[REDACTED]
30.	Supplier Data Protection Officer	[REDACTED]
31.	Supplier Marketing Contact	[REDACTED]
32.	Key Subcontractors	N/A
33.	Buyer Authorised Representative	[REDACTED] Senior Policy Advisor – Homes Adaptations Policy [REDACTED]

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	[REDACTED]	Role:	[REDACTED]

Date:	07 / 08 / 2024	Date:	16 th August 2024
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Schedule 2 – Specification
[REDACTED]

Schedule 3 – Charges
[REDACTED]

Schedule 4 – Tender
[REDACTED]