

Award Form

C29093 - Reducing Noise from Offshore Wind Piling: A Pilot

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	Name: The Secretary of State for the Department for Environment, Food and Rural Affairs (Defra). Address: Seacole Building, 2 Marsham Street, London. SW1P 4DF.
2.	Supplier	Name: Seiche Ltd Address: Bradworthy Industrial Estate Langdon Road Holsworthy Devon EX22 7SF Registration number: 03475558 SID4GOV ID:
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables.
4.	Contract reference	C27437 - Reducing Noise from Offshore Wind Piling: A Pilot
5.	Deliverables	See Schedule 2 (Specification) for further details.
6.	Collaborative working principles	The Collaborative Working Principles, A, B, C, D and E do not apply to this Contract. See Clause 3.1.3 for further details.
7.	Financial Transparency Objectives	The Financial Transparency Objectives do not apply to this Contract. See Clause 6.3 for further details.
8.	Start Date	48 Months, 10/02/2025

9.	Initial Expiry Date	09/02/2029
10.	Extension Period	Two of the 12 months. Extension exercised where the Buyer gives the Supplier no less than 3 Months written notice before the Contract expires.
11.	Ending the Contract without a reason	<p>The Buyer shall be able to terminate the Contract in accordance with Clause 14.3.</p> <p>Provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be 90 Days.</p>
12.	Incorporated Terms (Together these documents form the "the Contract")	<p>The following documents are incorporated into the Contract. Where numbers are missing, the Authority is not using those Schedules. If the documents conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> a) This Award Form b) Any Special Terms (see Section 13 (Special Terms) in this Award Form) c) Core Terms d) Appendix A – Form of Tender <p>The following Schedules (in equal order of precedence):</p> <p>Schedule 1 (Definitions)</p> <p>Schedule 2 – (Specification)</p> <p>Schedule 3 (Charges)</p> <p>Schedule 4 (Tender)</p> <p>Schedule 5 (Commercially Sensitive Information)</p> <p>Schedule 6 (Transparency Reports)</p> <p>Schedule 8 (Implementation Plan) N/A</p> <p>Schedule 11 (Continuous Improvement)</p> <p>Schedule 13 (Contract Management)</p> <p>Schedule 14 (Business Continuity and Disaster Recovery)</p> <p>Schedule 18 (Supply Chain Visibility)</p> <p>Schedule 20 (Processing Data)</p> <p>Schedule 21 (Variation Form)</p> <p>Schedule 22 (Insurance Requirements)</p> <p>Schedule 25 Rectification Plan</p> <p>Schedule 26 (Sustainability)</p>

		<p>Schedule 27 (Key Subcontractors)</p> <p>Schedule 29 (Key Supplier Staff)</p> <p>Schedule 30 (Exit Management)</p> <p>Schedule 36 (Intellectual Property Rights) Part A</p>
13.	Special Terms	N/A
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	https://www.gov.uk/government/publications/environment-agency-ea2025-creating-a-better-place/environment-agency-ea2025-creating-a-better-place
16.	Social Value Commitment	<p>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 provide the Social Value Reports as set out in Schedule 26 (Sustainability) and the following;</p> <p>https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts</p> <p>Theme 3 – Fighting Climate change - Deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions.</p>
17.	Buyer's Security Policy	Security policy framework: protecting government assets - GOV.UK
18.	Commercially Sensitive Information	Supplier's Commercially Sensitive Information: Schedule 5 (Commercially Sensitive Information)]
19.	Charges	Details in Schedule 3 (Charges)
20.	Reimbursable expenses	Recoverable as set out in Schedule 3 (Charges)

21.	Payment method	<p>The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to:</p> <p>Accounts-Payable.def@sscl.gse.gov.uk (the Authority's preferred option); or SSCL AP, Defra, PO Box 790, Newport Gwent, NP10 8FZ. Please ensure you send copies of invoices to both nominated Defra project officer [REDACTED]</p> <p>[REDACTED]</p>
		<p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant with Annex 3 Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact the Authority's Authorised Representative(s).</p> <p>The invoices shall include:</p> <ul style="list-style-type: none"> • Unique invoice number; • Date of issue; • Purchase order and reference to correct Purchase Order Line if • Purchase Order extended; • Date of delivery of services; • Agency contract number; • The DEFRA project officer; • Qualitative description of the work being done; • Excluding VAT unit price and total amount; • Supplier contact name and details; • Payment information for Supplier; • Register company information;
22.	Service Levels	N/A
23.	Insurance	Details in Annex of Schedule 22 (Insurance Requirements); and liability Insurance as submitted by Supplier

24.	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)
25.	Cyber Essentials Certification	As required in Schedule 19
26.	Progress Meetings and Progress Reports	<ul style="list-style-type: none"> The Supplier shall attend Progress Meetings with the Buyer fortnightly for the first six months and monthly thereafter. The Supplier shall provide the Buyer with Progress Reports monthly.
27.	Guarantee	Not applicable
28.	Virtual Library	In accordance with Paragraph 2.2. of Schedule 30 (Exit Management)
29.	Supplier Contract Manager	<div>██████████</div> <div>██████████████████</div> <div>██████████████████████</div> <div>██████████████████</div> <p>Bradworthy Industrial Estate Langdon Road Holsworthy Devon EX22 7SF</p>
30.	Supplier Authorised Representative	<div>██████████</div> <p>As above</p>
31.	Supplier Compliance Officer	<div>██████████</div> <p>As above</p>
32.	Supplier Data Protection Officer	<div>██████████</div> <p>As above</p>

33.	Supplier Marketing Contact	<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> As above
34.	Key Subcontractors	1. SAMS Enterprise (SAMSE); 2. SMRU Consulting (SMRUC); and 3. TNO
35.	Buyer Authorised Representative	<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> Offshore Wind Enabling Actions Programme Marine and Fisheries Directorate Department for Environment, Food and Rural Affairs Address: First Floor NW Seacole 2 Marsham Street Westminster London SW1P 4DF <div style="background-color: black; width: 250px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 15px;"></div>

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	<div style="background-color: black; width: 250px; height: 60px;"></div>	Signature:	<div style="background-color: black; width: 250px; height: 60px;"></div>
Name:	<div style="background-color: black; width: 250px; height: 30px;"></div>	Name:	<div style="background-color: black; width: 250px; height: 30px;"></div>
Role:	<div style="background-color: black; width: 250px; height: 30px;"></div>	Role:	<div style="background-color: black; width: 250px; height: 30px;"></div>
Date:		Date:	