**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.

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|  | **Buyer** | Department for Energy Security and Net Zero (the Buyer).  Its offices are at: 3-8 Whitehall Place, London, SW1A 2EG |
|  | **Supplier** | |  |  | | --- | --- | | Name: |  | | Address: |  | | Registration number: |  | | SID4GOV ID: |  | |
|  | **Contract** | This Contract between the Buyer and the Supplier is for the supply of Deliverables see Schedule 2 (Specification) for full details. |
|  | **Contract reference** | CON\_XXXX/Framework Agreement CON\_XXXX /BE24199 |
|  | **Collaborative working principles** | The Collaborative Working Principles 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.  See Clause 6.3 for further details. |
|  | **Start Date** | Monday 2nd December 2024 |
|  | **Expiry Date** | 31st March 2025 |
|  | **Extension Period** | 3 Months up until 30th June 2025 by giving the Supplier 1 Months written notice before this Contract expires. |
|  | **Ending this Contract without a reason** | The Buyer shall be able to terminate this Contract in accordance with Clause 14.3. |
|  | **Incorporated Terms**  (together these documents form the **"this Contract"**) | 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:   1. This Award Form 2. Any Special Terms (see **Section 14 (Special Terms)** in this Award Form) 3. Core Terms 4. Schedule 36 (Intellectual Property Rights) 5. Schedule 1 (Definitions) 6. Schedule 6 (Transparency Reports) 7. Schedule 20 (Processing Data)   The following Schedules (in equal order of precedence):   * + Schedule 2 (Specification)   + Schedule 3 (Charges)   + Schedule 5 (Commercially Sensitive Information)   + Schedule 7 (Staff Transfer)   + Schedule 10 (Service Levels)   + Schedule 13 (Contract Management)   + Schedule 14 (Business Continuity and Disaster Recovery)   + Schedule 16 (Security)   + Schedule 21 (Variation Form)   + Schedule 22 (Insurance Requirements)   + Schedule 24 (Financial Difficulties)   + Schedule 25 (Rectification Plan)   + Schedule 26 (Sustainability)   + Schedule 27 (Key Subcontractors)   + Schedule 29 (Key Supplier Staff)   + Schedule 30 (Exit Management)  1. 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. |
|  | **Special Terms** | **Special Term 1**  Clause 14.3.1 within Mid-Tier Core Terms is replaced with:  *14.3.1 The Buyer has the right to terminate this Contract at any time without reason by giving the Supplier not less than 1 Month’s notice (unless a different notice period is set out in the Award Form) and if it’s terminated Clause 14.6.3 applies.* |
|  | **Buyer’s Environmental Policy** | DESNZ Environmental Policy – |
|  | **Social Value Commitment** | The Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, to deliver the Social Value outcomes as per their Framework Bid for BE23183. |
|  | **Buyer’s Security Requirements and Security and ICT Policy** | As set out in Schedule 16 (Security). |
|  | **Charges** | Details in Schedule 3 (Charges) |
|  | **Estimated Year 1 Charges** | Estimated £192,500.00 Excluding VAT |
|  | **Reimbursable expenses** | None |
|  | **Payment method** | All invoices should be sent to Department for Energy Security and Net Zero (DESNZ), 3-8 Whitehall Place, London, SW1A 2EG and a copy sent to the DESNZ Contract Manager coping in the DESNZ Work Stream Lead.  The contract shall be invoiced on a time basis and any rates charged shall not exceed those agreed within the Framework Agreement. The invoices must be submitted at the beginning of each month between the 1st and 7th day verifying the services carried out to date (including deliverables), the staff grade, the number of days worked, and the day rate applied. Suppliers are to note the day rate must align with the specified day rate within AW5.2 Price Schedule.  All invoices must be sent, quoting a valid Purchase Order Number (PO Number) and any other relevant details, to the Buyers Authorised representative.  To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable), Contract reference number (e.g. CON number. Non-compliant invoices may be sent back to you, which may lead to a delay in payment.  If you have a query regarding an outstanding payment please contact our Buyers Authorised representative. |
|  | **Service Levels** | Not Applicable |
|  | **Liability** | 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 £2 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** | Not required. |
|  | **Progress Meetings and Progress Reports** | As identified in Schedule 2 – Specification. |
|  | **Guarantor** | Not applicable |
|  | **Virtual Library** | Not applicable |
|  | **Supplier’s**  **Contract**  **Manager** | TBC |
|  | **Supplier Authorised Representative** | TBC |
|  | **Supplier Compliance Officer** | TBC |
|  | **Supplier Data Protection Officer** | TBC |
|  | **Supplier Marketing Contact** | TBC |
|  | **Key Subcontractors** | **Key Subcontractor 1**  TBC |
|  | **Buyer Authorised Representative** | TBC |