

Award Form  
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# Award Form

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

<b>1.</b>	<b>Buyer</b>	Department for Business, Energy and Industrial (the Buyer).  Its offices are on: 1 Victoria Street, London, SW1H 0ET
<b>2.</b>	<b>Supplier</b>	Name: Turner and Townsend Project Management Limited Address: One New Change, London, EC4M 9AF Registration number: 02165592
<b>3.</b>	<b>Contract</b>	This Contract between the Buyer and the Supplier is for the supply of Deliverables.  This opportunity is advertised against the Heat Networks and Electricity Generation Assets (HELGA) Dynamic Purchasing System (RM3824) – Lot 1 Technical and Advisory Energy Services.
<b>4.</b>	<b>Contract reference</b>	FM21218
<b>5.</b>	<b>Deliverables</b>	The provision of the following service packages and support services to ensure the provision of the Deliverables and obligations of this contract: <ul style="list-style-type: none"> <li>• Service Package 1 – Stakeholder Mapping and Strategy</li> <li>• Service Package 2 – Online Self-Assessment Form and Event Registration</li> <li>• Service Package 3 – Setting Up For Success (SUFS) and eligibility triage</li> <li>• Service Package 4 – Webinars</li> <li>• Service Package 5 – Roundtable Events</li> <li>• Service Package 6 – Drop-in Clinics</li> <li>• Service Package 7 – Briefings</li> <li>• Service Package 8 – Bespoke one to one bid support</li> <li>• Service Package 9 – Critical Friends Application Review</li> <li>• Service Package 10 – Communications and Engagement</li> </ul> <p>See Schedule 2 (Specification) for further details.</p>
<b>6.</b>	<b>Start Date</b>	Wednesday 2 <sup>nd</sup> February 2022
<b>7.</b>	<b>End Date</b>	Wednesday 1 <sup>st</sup> February 2023 (One year following start date)

8.	<b>Extension Period</b>	The Buyer reserves the right to extend the contract by an appropriate period of up to 12 months shall Services be required beyond 1 <sup>st</sup> February 2023.
9.	<b>Incorporated Terms</b>  (together these documents form the 'the Contract')	<p>The following documents are incorporated into the Contract. Where numbers are missing we are not using these Schedules. If the documents conflict, the following order of precedence applies:</p> <ol style="list-style-type: none"> <li>1. This Award Form</li> <li>2. Any Special Terms (see <b>Section 10 Special Terms</b> in this Award Form)</li> <li>3. Core Terms (version 1.0)</li> <li>4. Schedule 1 (Definitions)</li> <li>5. Schedule 20 (Processing Data)</li> <li>6. The following Schedules (in equal order of precedence): <ul style="list-style-type: none"> <li>• Schedule 2 (Specification)</li> <li>• Schedule 3 (Charges)</li> <li>• Schedule 5 (Commercially Sensitive Information)</li> <li>• Schedule 6 (Transparency Reports)</li> <li>• Schedule 7 (Staff Transfer)</li> <li>• Schedule 8 (Implementation Plan &amp; Testing)</li> <li>• Schedule 10 (Service Levels)</li> <li>• Schedule 13 (Contract Management)</li> <li>• Schedule 16 (Security)</li> <li>• Schedule 18 (Supply Chain Visibility)</li> <li>• Schedule 19 (Cyber Essentials Scheme)</li> <li>• Schedule 20 (Processing Data)</li> <li>• Schedule 21 (Variation Form)</li> <li>• Schedule 22 (Insurance Requirements)</li> <li>• Schedule 23 (Guarantee)</li> <li>• Schedule 24 (Financial Difficulties)</li> <li>• Schedule 25 (Rectification Plan)</li> </ul> </li> </ol>


		<ul style="list-style-type: none"> <li>• Schedule 27 (Key Subcontractors)</li> <li>• Schedule 28 (ICT Services)</li> <li>• Schedule 29 (Key Supplier Staff)</li> <li>• Schedule 30 (Exit Management)</li> </ul> <p>7. Schedule 26 (Corporate Social Responsibility)</p> <p>8. Schedule 4 (Tender) as long as any part of the Tender that offers a better commercial position for the Buyer takes precedence over the documents above</p>
10.	<b>Special Terms</b>	<p>Special Term 1 - Core Terms Clause 10.3.1 - Is replaced with: "Each Buyer has the right to terminate their Contract at any time by giving the Supplier not less than the minimum period of notice specified in the Award Form. Under such circumstances the Buyer agrees to pay the Supplier's reasonable and proven unavoidable Losses resulting from termination of the Contract, provided that the Supplier takes all reasonable steps to minimise such Losses. The Supplier will give the Buyer a fully itemised list of such Losses, with supporting evidence, to support their claim for payment."</p> <p>Special Term 2 - Core Terms Clause 3.2.11 - N/A</p> <p>Special Term 3 - Core Terms Clause 7.2 - Delete "Where a Buyer decides" and replace with: "Where in a Buyer's reasonable opinion".</p> <p>Special Term 4 – Core Term 11.1 Is replaced with: 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 125% of the Estimated Yearly Charges.</p> <p>Special Term 5 - Schedule 22 Insurance Requirements is added to the Annex: Required Insurance: Subject to the approval of the Operational Board, the buyer will accept a SMEs acting as subcontractor to have a professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than two million pounds (£2,000,000). This subcontractor will be limited to a total volume of two million pounds (£2,000,000) during the contract period and this can be reflected 'back-to-back' in the main contract for the services provided by these subcontractors.</p>

		Special Term 6 – Schedule 2 Specifications is added “Where in this appointment the Supplier is under an obligation to ensure events occur which are under the direct control of others and, due to others, the Supplier is unable to comply with that obligation, then the Supplier will be liable to the Buyer only in the event that the Supplier has failed to use reasonable endeavours to ensure the occurrence of the event. The Supplier does not warrant the work of others, save that nothing in this clause shall affect the Supplier responsibility for his sub-consultants if any. Notwithstanding this, the Supplier is required to inform the Buyer in writing of the action taken to resolve the matter and recommend to the Buyer a further course of action to ensure the occurrence of the event.”
11.	<b>Buyer’s Environmental Policy</b>	BEIS Environmental Policy available online at: <a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/991859/beis-environment-policy.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/991859/beis-environment-policy.pdf</a>
12.	<b>Buyer’s Security Policy</b>	N/A
13.	<b>Social Value Commitment</b>	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with the social value commitments in Schedule 4 (Tender).
14.	<b>Commercially Sensitive Information</b>	Supplier’s Commercially Sensitive Information: Schedule 5
15.	<b>Charges</b>	Details in Schedule 3 (Charges)
16.	<b>Reimbursable expenses</b>	Recoverable as set out in Schedule 3 (Charges). Travel and Subsistence is recoverable. The Supplier will be required to comply with BEIS Travel Policy and will be required to seek the policy from the Buyer through the Buyer Project Manager, approval for the Travel and all cost related before the Travel or any cost applies.
17.	<b>Payment method</b>	The Supplier shall submit an invoice monthly including fixed monthly costs and any milestone cost. Milestone cost shall be invoice within 28 days of meeting any set milestone to the satisfaction of the Buyer or otherwise within 28 days of performing the Service to the satisfaction of the Buyer. The invoice shall show the amount of VAT payable and bear the Purchase Order number.  Invoices shall be paid via BACS Payment Method.
18.	<b>Service Levels</b>	Service Credits will accrue in accordance with Schedule 10 (Service Levels)  The Service Credit Cap is: 10% of the value of the contract The Service Period is: 12 Month(s) (with an option to extend for a further 12 months)









		A Critical Service Level Failure is: In relation to the delivery of the Services Packages a Critical Service Level Failure shall include a delay in delivery and agreed milestone or service package agreed with the Buyer in excess of three (3) working days more than once in any three (3) Month period or more than three (3) times in any rolling twelve (12) Month period.
19.	<b>Insurance</b>	Details in Annex of Schedule 22 (Insurance Requirements).
20.	<b>Liability</b>	In accordance with Clause 11.1 of the Core Terms each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than 125% of the Estimated Yearly Charges
21.	<b>Cyber Essentials Certification</b>	Cyber Essentials Scheme Basic Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme)
22.	<b>Progress Meetings and Progress Reports</b>	<ul style="list-style-type: none"> <li>• The Supplier shall attend Meetings with the Buyer as per Schedule 13 (Contract Management)</li> <li>• The Supplier shall provide the Buyer with Reports as per Schedule 6 (Transparency Reports)</li> </ul>
23.	<b>Guarantee</b>	N/A
24.	<b>Supplier Contract Manager</b>	<div>██</div> <div>██</div>
25.	<b>Supplier Authorised Representative</b>	<div>██</div> <div>██</div>
26.	<b>Supplier Compliance Officer</b>	<div>██████████</div> <div>████████████████████████████████████</div>
27.	<b>Supplier Data Protection Officer</b>	<div>██████████</div> <div>████████████████████████████████████</div>
28.	<b>Supplier Marketing Contact</b>	<div>██</div> <div>████████████████████████████████████</div>

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29.	<b>Key Subcontractors</b>	<b>Key Subcontractor 1</b> Camargue Group Ltd
30.	<b>Buyer Authorised Representative</b>	 

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:	1 <sup>st</sup> February 2022	Date:	1 <sup>st</sup> February 2022

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	  
Date:	1st February 2022	Date:	1 <sup>st</sup> February 2022