**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.

|  |  |  |
| --- | --- | --- |
|  | **Buyer** | Crown Commercial Service (the Buyer).  Its offices are on: Level 9, the Capital, Old Hall Street, Liverpool, L3 9PP |
|  | **Supplier** | |  |  | | --- | --- | | Name: | Contigo Software Limited | | Address: | Fourth Floor, Radcliffe House, Blenheim Court, Solihull, England, B91 2AA | | Registration number: | 05800747 | |  |  | |
|  | **Contract** | This Contract between the Buyer and the Supplier is for the supply Deliverables.  This opportunity is advertised in the Contract Notice in the Official Journal of the European Union reference 2020/S 045-107590 (OJEU Contract Notice). |
|  | **Contract Reference** | RM6212 |
|  | **Deliverables** | Web based Energy Trading System  See Schedule 2 (Specification) for further details. |
|  | **Start Date** | 19 May 2020 |
|  | **End Date** | 18 May 2022 |
|  | **Extension**  **Period** | Potential for three separate one year extensions through to a maximum period of five years through to 18 May 2025 |
|  | **Incorporated Terms**  (together these documents form the ‘the Contract’) | 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:   1. This Award Form 2. Core Terms (version 1.0) 3. Schedule 1 (Definitions) 4. The following Schedules (in equal order of precedence):  * Schedule 2 (Specification) * Schedule 3 (Charges) * Schedule 4 (Tender) * Schedule 5 (Commercially Sensitive Information) * Schedule 6 (Transparency Reports) * Schedule 8 (Implementation Plan & Testing) * Schedule 10 (Service Levels) * Schedule 11 (Continuous Improvement) * Schedule 13 (Contract Management) * Schedule 14 (Business Continuity and Disaster Recovery) * Schedule 16 (Security) – short form only * Schedule 19 (Cyber Essentials Scheme) * Schedule 20 (Processing Data) * Schedule 21 (Variation Form) * Schedule 22 (Insurance Requirements) * Schedule 23 (Guarantee) * Schedule 24 (Financial Difficulties) * Schedule 25 (Rectification Plan) * Schedule 28 (ICT Services) * Schedule 30 (Exit Management) * Schedule 32 (Background Checks) * Schedule 26 (Corporate Social Responsibility) |
|  | **Special Terms** | Not applicable |
|  | **Buyer’s Environmental Policy** | Not applicable |
|  | **Buyer’s Security Policy** | Details in Schedule 2 (Specification) |
|  | **Social Value Commitment** | Not applicable |
| 1. **C** | **Commercially Sensitive Information** | Details in Schedule 5 (Commercially Sensitive Information) |
|  | **Charges** | Details in Schedule 3 (Charges) |
|  | **Reimbursable expenses** | Details in Schedule 3 (Charges) |
|  | **Payment method** | Quarterly payment of Service charge in arrears by bank transfer.  (exception is initial set up costs which will be paid after successful go-live) |
|  | **Service Levels** | Details in Schedule 10 (Service Levels) |
|  | **Insurance** | Details in Annex of Schedule 22 (Insurance Requirements). |
|  | **Liability** | 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 the greater of £**5 million**] or 150 % of the Estimated Yearly Charges |
|  | **Cyber**  **Essentials Certification** | * Cyber Essentials Scheme - Details in Schedule 19 (Cyber Essentials Certification) |
|  | **Progress Meetings and Progress Reports** | * The Supplier shall attend or dial into meetings progress with the Buyer every three months * The Supplier shall provide the Buyer with progress reports every month |
|  | **Guarantee** | The Supplier must have a Guarantor to guarantee their performance using the form in Schedule 23 (Guarantee) |
|  | **Supplier**  **Contract**  **Manager** | Mr. Simon Wheeler  Chief Executive Officer  Simon.wheeler@contigosoftware.com  0121 260 5123 |
|  | **Supplier**  **Authorised Representative** | Kashif Javaid  Head of Sales  Kashif.javaid@contigosoftware.com  0121 2605119 |
|  | **Supplier**  **Compliance Officer** | Katie Claridge  Head of Business Services  Katie.claridge@contigosoftware.com  0121 5605092 |
|  | **Supplier Data Protection**  **Officer** | Sunny Tiwana  Head of Client Services  Sunny.tiwana@contigosoftware.com  0121 2605087 |
|  | **Supplier**  **Marketing Contact** | Katie Claridge  Head of Finance &; Corporate Services  Katie.Claridge@contigosoftware.com  0121 260 5092 |
|  | **Key Subcontractors** | **N/A** |
|  | **Buyer**  **Authorised Representative** | Kashif Afsar  Head of Risk  [Kashif.afsar@crowncommercial.gov.uk](mailto:Kashif.afsar@crowncommercial.gov.uk)  0151 672 2193 |

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: |  | Signature: |  |
| Name: | Dr Kashif Javaid | Name: |  |
| Role: | Head of Sales | Role: |  |
| Date: | 28-May-20 | Date: |  |