

Award Form, Crown Copyright 2023, [Subject to Contract]

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 Insolvency Service acting as part of the Crown (the Buyer). ██████████ ████████████████████ ██████████ ██████████
2.	Supplier	Name: Controlaccount Ltd Address: ██████████ ██████████ ████████████████ ██████████ ████████████████ ██████████ Registration number: ██████████ SID4GOV ID: N/A
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables, being the requirement for the provision of a trace and serve service which includes "tracing agents" to assist with contacting directors and bankrupts, and in certain cases "process serve" identified subjects both nationally across the UK, and Internationally - see Schedule 2 (Specification) for full details. This opportunity is advertised in this Contract Notice in Find A Tender, reference: 2024/S 000-026649 (FTS Contract Notice).
4.	Contract reference	TIS0733
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.

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6.	Collaborative working principles	The Collaborative Working Principles do not apply to this Contract.
7.	Financial Transparency Objectives	The Financial Transparency Objectives do not apply to this Contract.
8.	Start Date	18 th December 2024
9.	Expiry Date	18 th December 2027
10.	Extension Period	<p>Further two, 12 month extension opportunities.</p> <p>First extension: 18th December 2027 – 18th December 2028</p> <p>Second Extension: 18th December 2028 – 18th December 2029</p> <p>Extension exercised where the Buyer gives the Supplier no less than 1 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"> (i) Schedule 2 (Specification) (ii) Schedule 3 (Charges) (iii) Schedule 4 (Tender) (iv) Schedule 5 (Commercially Sensitive Information)

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		<ul style="list-style-type: none"> (v) Schedule 7 (Staff Transfer) (vi) Schedule 16 (Security) (vii) Schedule 19 (Cyber Essentials Scheme) (viii) Schedule 21 (Variation Form) (ix) Schedule 22 (Insurance Requirements) (x) Schedule 25 (Rectification Plan) (xi) Schedule 26 (Sustainability) (xii) Schedule 27 (Key Subcontractors) <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	Not applicable
14.	Buyer's Environmental Policy	<p>Appendix E INSS Environmental Policy</p> <p>Appendix F INSS Sustainability Strategy</p>
15.	Social Value Commitment	The Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, to deliver the Social Value outcomes in Schedule 4 (Tender) and provide the Social Value Reports as set out in Schedule 26 (Sustainability).
16.	Buyer's Security Requirements and Security and ICT Policy	<p>Security Requirements: Compliance with Appendix H – Functional and Non-Functional Requirements</p> <p>And as set out in Schedule 16 (Security), Part A.</p> <p>Security Policy: Appendix H – Functional and Non-Functional Requirements</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 Relevant.</p>
17.	Charges	<p>Per Annum: £300,000</p> <p>Initial Contract Value: £900,000</p> <p>Total Contract Value: £1,500,000</p> <p>Details in Schedule 3 (Charges)</p>

18.	Estimated Year 1 Charges	£300,000
19.	Reimbursable expenses	None
20.	Payment method	<p>The payment method for this Contract is BACS. All payments are subject to approval of the Buyer.</p> <p>Payments will be made monthly, with payments 1 month in arrears.</p> <p>The Supplier will issue an electronic invoice upon final and full delivery of each of the deliverables/milestones.</p> <p>The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.</p> <p>Invoices shall be sent via email to: [REDACTED]</p> <p>The Insolvency Service recognises the importance of prompt, fair and effective payment in all businesses. Being paid promptly for work done ensures businesses have a healthy cash flow. In accordance with the Regulations, the Insolvency Service includes 30 calendar day payment terms in all new public sector contracts and will work with contracted suppliers to ensure that this payment term is passed down the supply chain.</p> <p>To support this commitment, the Insolvency Service operate a No PO (Purchase Order) No PAY (Payment) policy. All Invoices must comply with the No PO No Pay Policy to be considered valid and be paid.</p> <p>A valid Supplier Invoice shall include the following:</p> <ol style="list-style-type: none"> 1. Valid Insolvency Service Purchase Order Number; 2. Insolvency Service Contract Reference Number (if applicable); 3. Invoice must accurately map to the line items within the Purchase Order, i.e. Line Descriptions, Number of Units and Unit Price. <p>The Insolvency Service may make reasonable changes to its invoicing requirements during the Term of the contract by providing 30 calendar days written notice to the Supplier.</p>

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		<p>Please note that Payment Terms, notably lead times for payment of invoices, shall be directly tied to the No PO, No Pay Policy, with Supplier Invoices requiring a valid Insolvency Service PO number to be accepted and paid. Those without a valid PO number may be returned to the Supplier. In such cases, the lead time for payment of invoices shall not begin until a valid PO is received.</p> <p>Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.</p> <p>Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.</p>
21.	Service Levels	Not applicable
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] or [REDACTED]</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	<p>Cyber Essentials Scheme Plus Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme)</p>
24.	Progress Meetings and Progress Reports	<p>The Supplier shall attend Progress Meetings with the Buyer every Quarter and when requested by the Buyer.</p> <p>The Supplier shall provide the Buyer with Progress Reports every Month and when requested by the Buyer.</p>
25.	Guarantor	Not applicable
26.	Virtual Library	Not applicable
27.	Supplier's Contract Manager	<p>[REDACTED] [REDACTED] [REDACTED] [REDACTED]</p>

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28.	Supplier Authorised Representative	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
29.	Supplier Compliance Officer	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
30.	Supplier Data Protection Officer	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
31.	Supplier Marketing Contact	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
32.	Key Subcontractors	<p>Key Subcontractor 1</p> <p>Name (Registered name if registered):</p> <p>ASH (UK) Process Servers Ltd</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
33.	Buyer Authorised Representative	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	<i>James Leadbeater</i>
Name:		Name:	
Role:	Quality and Standards Manager	Role:	Category Lead, Corporate Services & Operations
Date:	21/11/2024	Date:	21/11/2024