

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.

1. Buyer	<p>The Secretary of State for the Home Department acting through Border Force (the Buyer).</p> <p>Its offices are on: 2 Marsham Street, London SW1P 4DF</p>
2. Supplier	<p>Name: Nuvia Limited</p> <p>Address: Chadwick House, Birchwood Park, Risley, Warrington WA3 6AE</p> <p>Registration number: 02063786</p> <p>SID4GOV ID:</p>
3. Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables.</p> <p>This opportunity is advertised in the Contract Notice on the Find a Tender Service UK 2021/S 000-023745 (FTS Contract Notice).</p>
4. Contract reference	C8865 – Radiological Protection Advisor Services
5. Deliverables	See Schedule 2 (Specification) for further details.
6. Start Date	1 st May 2022
7. End Date	30 th April 2027
8. Implementation Period	Date of Contract signature to 30th April 2022.

9.	Extension Period	No permitted extensions.
10.	Incorporated Terms (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"> 1. This Award Form 2. Any Special Terms (see Section 10 Special Terms in this Award Form) 3. Core Terms (version 1.0) 4. Schedule 1 (Definitions) 5. Schedule 20 (Processing Data) 6. The following Schedules (in equal order of precedence): <ul style="list-style-type: none"> • Schedule 2 (Specification) • Schedule 3 (Charges) • Schedule 5 (Commercially Sensitive Information) • Schedule 6 (Transparency Reports) • Schedule 7 (Staff Transfer) • Schedule 8 (Implementation Plan & Testing) • Schedule 10 (Service Levels) • Schedule 11 (Continuous Improvement) • Schedule 12 (Benchmarking) • Schedule 13 (Contract Management) • Schedule 14 (Business Continuity and Disaster Recovery) • Schedule 16 (Security) • Schedule 17 (Clustering) • Schedule 19 (Cyber Essentials Scheme) • Schedule 20 (Processing Data) • Schedule 21 (Variation Form)

		<ul style="list-style-type: none"> • Schedule 22 (Insurance Requirements) • Schedule 23 (Guarantee) • Schedule 24 (Financial Difficulties) • Schedule 25 (Rectification Plan) • Schedule 26.2 (Social Value) • Schedule 27 (Key Subcontractors) • Schedule 29 (Key Supplier Staff) • Schedule 30 (Exit Management) <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>
11. Special Terms		<p>1.1 Special Term 1 – HMRC are a Cluster Member as defined in Schedule 17 – Clustering and shall have all of the rights granted to the Buyer under a Contract.</p> <p>1.2 The Supplier will provide a Performance Bond in lieu of a Parent Company Guarantee to meet Financial Standing thresholds. The enacted Performance Bond will be offered at 10% of the Total Contract Value. The completed bond will be made available to the Buyer for counter signature within two weeks of Contract signature.</p> <p>1.3 The Supplier will provide a supporting statement explaining how the group will remain a going concern following how it has been impacted by the Pandemic as well as the withdrawal of furlough in the year.</p>
12. Buyer's Environmental Policy		<p>Available online at;</p> <p>https://www.gov.uk/government/publications/25-year-environment-plan</p>
13. Buyer's Security Policy		<p>Schedule 16 Part B. The Suppliers ISMS must meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002.</p>

		<p>Schedule 16 (Security) - The Government Security Policy Framework is available online at;</p> <p>https://www.gov.uk/government/publications/security-policyframework</p> <p>The Supplier shall ensure that the Security Management Plan fully complies with the Security Policy.</p>
14.	Social Value Commitment	<p>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)</p> <p>See Schedule 26.2 (Social Value) for further detail.</p>
15.	Commercially Sensitive Information	<p>Supplier's Commercially Sensitive Information:</p> <p>Schedule 5</p>
16.	Charges	<p>Details in Schedule 3 (Charges)</p>
17.	Reimbursable expenses	<p>n/a</p>
18.	Payment method	<p>All invoices must be sent, quoting a valid purchase order number (PO Number), to:</p> <p style="text-align: center;">Home Office Shared Service Centre, HO Box 5015, Newport, Gwent NP20 9BB</p> <p style="text-align: center;">Or; HOSupplierinvoices@homeoffice.gov.uk</p> <p>A Contract Purchase Agreement (CPA) number HAGR[XXXXXX] will be established for this Contract.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes the CPA Number, and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). 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 our Accounts Payable section either by email to;</p> <p>finance-ap-enquiries@homeoffice.gov.uk</p> <p>or by telephone 0345 010 0122 - Option 1 between 09:00-17:00 Monday to Friday.</p>
19. Service Levels		<p>Service Credits will accrue in accordance with Schedule 10 (Service Levels)</p> <p>The Service Credit Cap is: 12% of the Charges.</p> <p>The Service Period is: One (1) Month.</p> <p>A Critical Service Level Failure is a failure to meet any Service Performance Measure for three (3) consecutive Service Periods</p>
20. Insurance		Details in Annex of Schedule 22 (Insurance Requirements)
21. 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
22. Cyber Essentials Certification		<ul style="list-style-type: none"> • Cyber Essentials Scheme Plus Certificate Details in Schedule 19 (Cyber Essentials Scheme)]
23. Progress Meetings and Progress Reports		<ul style="list-style-type: none"> • The Supplier shall attend Progress Meetings with the Buyer every Month. • The Supplier shall provide the Buyer with Progress Reports every Month.
24. Guarantee		The Supplier must have a Guarantor to guarantee their performance using the form in Schedule 23 (Guarantee).

25. Supplier Contract Manager	<p>REDACTED</p> <p>Service Contract Manager</p>
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	<p>REDACTED</p> <p>Direct line: REDACTED</p> <p>Mobile: REDACTED</p>
26. Supplier Authorised Representative	<p>REDACTED</p> <p>Managing Director, Field Services REDACTED</p> <p>REDACTED</p>
27. Supplier Compliance Officer	<p>REDACTED Head of Quality</p> <p>REDACTED</p>
28. Supplier Data Protection Officer	<p>REDACTED</p> <p>Security Controller and Data Protection Officer (DPO)</p> <p>REDACTED</p> <p>Direct line: REDACTED</p> <p>Mobile: REDACTED</p>
29. Supplier Marketing Contact	<p>REDACTED</p> <p>Head of Capture</p> <p>REDACTED</p> <p>Direct line: REDACTED</p> <p>Mobile: REDACTED</p>

30. Key Subcontractors	Key Subcontractor 1 Name - Barts Health NHS Trust Registration number – N/A Role of Subcontractor - Undertaking quality assurance surveys on baggage and body scanner
31. Buyer Authorised Representative	REDACTED Commercial Manager REDACTED

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	REDACTED	Signature:	REDACTED
Name:	REDACTED	Name:	REDACTED
Role:	Managing Director, Field Services	Role:	Commercial Manager
Date:	26 th April 2022	Date:	27/04/2022