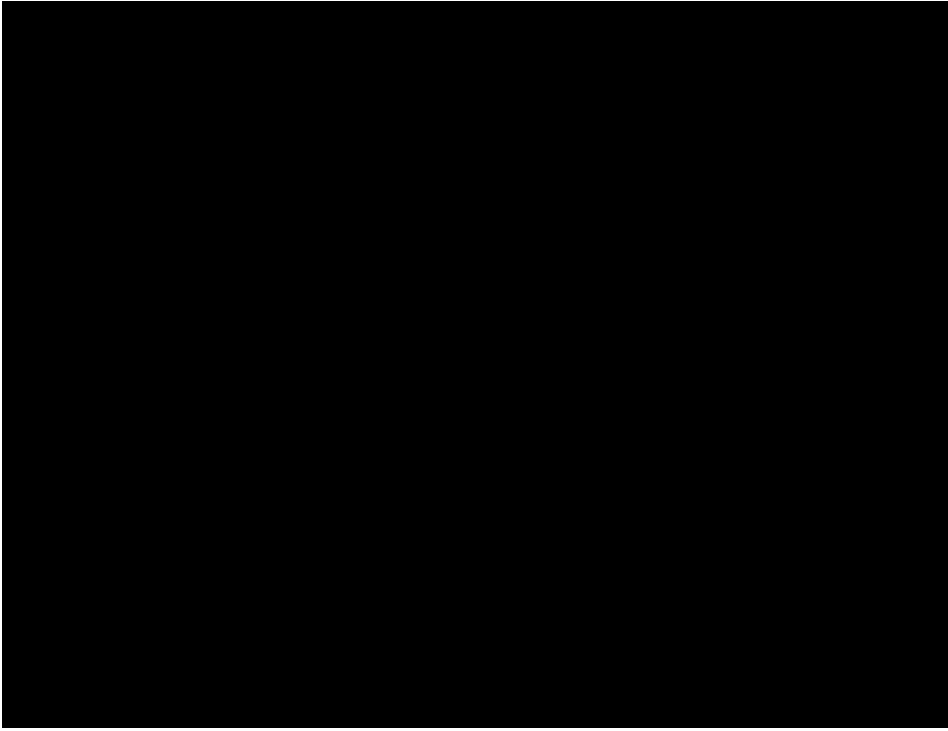


Award Form

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	Department for Business and Trade (the Buyer).
2. Supplier	<p>Name: SGS United Kingdom Limited</p> <p>Address: Rossmore Business Park, Ellesmere Port, South Wirral, Cheshire, CH65 3EN</p> <p>Registration number: 01193985</p> <p>SID4GOV ID: 1316361</p>
3. Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables, being [Insert general description of the Deliverables] - see Schedule 2 (Specification) for full details.</p> <p>This opportunity is advertised in this Contract Notice in Find A Tender.</p>
4. Contract reference	PR_3221/ITT_645
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.]
6. Collaborative working principles	<p>The Collaborative Working Principles apply to this Contract.</p> <p>See Clause 3.1.3 for further details.</p>
7. Financial Transparency Objectives	<p>The Financial Transparency Objectives apply to this Contract.</p> <p>See Clause 6.3 for further details.</p>
8. Start Date	24th February 2025
9. Expiry Date	24th February 2027

10.	Extension Period	24th February 2028
11.	Ending this Contract without a reason	<p>The Buyer shall be able to terminate this Contract in accordance with Clause 14.3.</p> <p>Provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be 90 days.</p>
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) The following Schedules: <ul style="list-style-type: none"> (i) Schedule 1 (Definitions) (ii) Schedule 2 (Specification) (iii) Schedule 3 (Charges) (iv) Schedule 4 (Tender) (v) Schedule 5 (Commercially Sensitive Information) (vi) Schedule 6 (Transparency Report) (vii) Schedule 10 (Service Levels) (viii) Schedule 11 (Continuous Improvement) (ix) Schedule 13 (Contract Management) (x) Schedule 14 (Business Continuity and Disaster Recovery) (xi) Schedule 16 (Security) (xii) Schedule 19 (Cyber Essentials Scheme) (xiii) Schedule 20 (Processing Data) (xiv) Schedule 21 (Variation Form) (xv) Schedule 22 (Insurance Requirements) (xvi) Schedule 24 (Financial Difficulties) (xvii) Schedule 25 (Rectification Plan) (xviii) Schedule 26 (Sustainability) (xix) Schedule 28A (Agile Development) (xx) Schedule 29 (Key Supplier Staff) (xxi) Schedule 30 (Exit Management)

		<p>(xxii) Schedule 31 (Buyer Specific Terms)</p> <p>(e) 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 (See Schedule 31)	<p>Special Term 1 – It is a requirement that the Supplier notifies the Buyer of any conflicts of interest that may arise where the Supplier is requested to undertake testing services on any product that it has previously certified under previous dealing with the product manufacturer. The Buyer has made provisions to undertake testing with a secondary supplier in this scenario to avoid any perceived conflicts of interest that could jeopardise future enforcement action.</p> <p>Special Term 2 – The Buyer requires that testing be delivered to agreed timescales. Timescales will be agreed on a project by project basis when a Task Order is Issued. The Supplier must achieve 80% delivery on time per mutually agreed timescales. Performance below this level will be deemed a Critical Service Level Failure as set out in Schedule 10.</p>
14.	Buyer's Environmental Policy	<p>https://www.gov.uk/government/publications/the-green-book-appraisal-and-evaluation-in-central-government</p> <p>https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts</p>

		The Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.
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 report on the Social Value KPIs as required by Schedule 10 (Service Levels)
16.	Buyer's Security Policy	Security Policy: https://www.gov.uk/government/publications/security-policy-framework
17.	Charges	Details in Schedule 3 (Charges)
18.	Estimated Charges	Year 1 £200,000 Year 2 £200,000
19.	Reimbursable expenses	None. Additional activity will be agreed on a case by case basis in line with Additional Services included in Supplier's Tender (Schedule 4) and in accordance with the Buyer's Travel Policy.
20.	Payment method	BACS Payment will be made by the Buyer within 30 days of receipt of a valid undisputed invoice subject to inclusion of the appropriate Purchase Order number and satisfactory completion of all Deliverables in accordance with the terms of this Contract.
21.	Service Levels	As set out in Schedule 10 (Service Levels)
22.	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 150% of the Estimated Yearly Charges. Product Liability is not included within the Contract.
23.	Cyber Essentials Certification	Cyber Essentials Scheme Basic Certificate (or equivalent).
24.	Progress Meetings and Progress Reports	The Supplier shall attend Progress Meetings with the Buyer every 3 months.

		The Supplier shall provide the Buyer with Progress Reports every 1 month.
25.	Guarantor	Not applicable
26.	Virtual Library	Not applicable
27.	Supplier's Contract Manager	
28.	Supplier Authorised Representative	
29.	Supplier Data Protection Officer	
30.	Buyer Authorised Representative	

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	

Role:		Role:	
Date:		Date:	