


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 Energy Security and Net Zero (the Buyer). Its offices are at: 3-8 Whitehall Place, London, SW1A 2EG
2.	Supplier	Name: Lane Clark & Peacock LLP Address: 95 Wigmore Street, London, W1U 1DQ Registration number: OC301436
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables, being Subscription services for market insight relating to the power sector - see Schedule 2 (Specification) for full details. This opportunity is advertised in this Contract Notice in Find A Tender, 2024/S 000-002694 (Contract Notice).
4.	Contract reference	BE23185
5.	Start Date	Monday 13 th May 2024
6.	Expiry Date	Tuesday 12 th May 2026
7.	Extension Period	Option to extend for a further 12 Months.
8.	Ending this Contract Without a Reason	The Buyer shall be able to terminate this Contract in accordance with Clause 14.3
9.	Incorporated Terms (together these documents form the "this Contract")	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: 1. This Award Form 2. Any Special Terms (see Section 14 (Special Terms) in this Award Form)

		<p>3. Core Terms</p> <p>4. Schedule 1 (Definitions)</p> <p>5. Schedule 6 (Transparency Reports)</p> <p>6. Schedule 20 (Processing Data)</p> <p>The following Schedules (in equal order of precedence):</p> <ul style="list-style-type: none"> • Schedule 2 (Specification) • Schedule 3 (Charges) • Schedule 5 (Commercially Sensitive Information) • Schedule 7 (Staff Transfer) • Schedule 13 (Contract Management) • Schedule 14 (Business Continuity and Disaster Recovery) • Schedule 16 (Security) • Schedule 20 (Processing Data) • Schedule 21 (Variation Form) • Schedule 22 (Insurance Requirements) • Schedule 24 (Financial Difficulties) • Schedule 25 (Rectification Plan) • Schedule 26 (Sustainability) • Schedule 27 (Key Subcontractors) • Schedule 29 (Key Supplier Staff) • Schedule 36 (Intellectual Property Rights) <p>7. 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>
10.	Special Terms	<p><u>Special Term 1:</u></p> <p>Clause 15.1 within Mid-Tier Core Terms shall be replaced with:</p> <p>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 £1 million or 125% of the Estimated Yearly Charges unless specified otherwise in the Award Form.</p>

		<p><u>Special Term 2:</u></p> <p>Clause 2.6 within Mid-Tier Core Terms shall be replaced with the following:</p> <p>The Buyer will use all reasonable endeavours to provide accurate information and will not deliberately misrepresent information provided to the Supplier.</p> <p><u>Special Term 3:</u></p> <p>Clause 14.6.2 within Mid-Tier Core Terms shall be replaced with: "The Supplier also has the right to terminate this Contract (i) in accordance with Clauses 24.3 and 27.5; (ii) for legal or regulatory reasons; and/or (iii) in the event of the Buyer's material breach of this Contract."</p> <p><u>Special Term 4:</u></p> <p>Mid-Tier Schedule 16 – Security.</p> <ul style="list-style-type: none"> • Clause 2 shall be replaced with: "The Supplier shall comply with its own policies in relation to security, and the general principles of commonality between its security policies and the Buyer's security policies, to the extent that these are relevant to the Services." • Clause 4.3.2 shall be replaced with: "Notwithstanding anything to the contrary in this Schedule and/or the Contract, the Supplier shall not be required to implement Buyer specific change requests in relation to its security policies or the Security Management Plan." • Clauses 4.3.3, clause 4.4.1(e), 4.4.3 and 4.4.4 shall be deleted in their entirety. <p><u>Special Term 5</u></p> <p>Mid-Tier Schedule 22 – Insurance Requirements</p> <ul style="list-style-type: none"> • Clause 1.3 shall be deleted in its entirety. • Clause 4 shall be replaced with: "The Supplier shall, upon the Buyer's written request, provide evidence, in a form satisfactory to the Buyer, that the Insurances are in force and effect and meet in full the requirements of this Schedule." • Clause 6.2 shall be deleted and replaced with: "The Supplier shall notify the Buyer in writing at least five (5)
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		Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances where such a change would have a material impact on the Buyer in connection with this Contract.”
11.	Buyer's Environmental Policy	DESNZ Environmental Policy –  DESNZ & DSIT VSP 00 Environmental Poli
12.	Social Value Commitment	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) and report on the Social Value KPIs as required by Schedule 26 (Sustainability).
13.	Buyer's Security Policy	N/A
14.	Charges	Details in Schedule 3 (Charges)
15.	Estimated Year 1 Charges	Estimated £80,000.00 Excluding VAT
16.	Reimbursable expenses	None
17.	Payment method	All invoices should be sent to ap@uksbs.co.uk or Department for Energy Security and Net Zero (DESNZ), 3-8 Whitehall Place, London, SW1A 2EG. A copy of the invoice should also be sent to the [REDACTED]
18.	Service Levels	Not Applicable
19.	Liability	In accordance with Special Term 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 £1 million or 125% of the Estimated Yearly Charges
20.	Cyber Essentials Certification	Not Required.

21.	Progress Meetings and Progress Reports	As identified in Schedule 2 – Specification.
22.	Guarantor	Not Applicable.
23.	Supplier's Contract Manager	████████████████████ ████████████████████
24.	Supplier Authorised Representative	██████████ ████████████████████
25.	Supplier Compliance Officer	██████████████████ ████████████████████████████
26.	Supplier Data Protection Officer	██████████████ ████████████████████
27.	Supplier Marketing Contact	██████████████ ████████████████████
28.	Key Subcontractor	Key Subcontractor 1 Not Applicable
29.	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:	