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 Environment, Food & Rural Affairs (Defra) acting as part of the Crown (the Buyer). Its offices are on:		
		Seacole Building 2 Marsham Street London SW1P 4DF		
2.	Supplier	Name:	Built Intelligence Ltd	
		Address:	62 Prince Street Bristol, BS4 1QD	
		Registration number:	08323228	
		SID4GOV ID:	Unknown	
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of 'Commercial off the shelf' (COTS) software, which is a commercially ready-made and available for sale 'as a service' (SaaS) NEC Contract Management System, including enterprise licence(s), hosting and support. Please see Schedule 2 (Specification) for full details.		
		This opportunity was advertised on Find a Tender Service, reference 2025/S 000-000975 (FTS Contract Notice).		
4.	Contract reference	C29083		
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	The Collaborative Working Principles do not apply to this Contract. See Clause 3.1.3 for further details.		

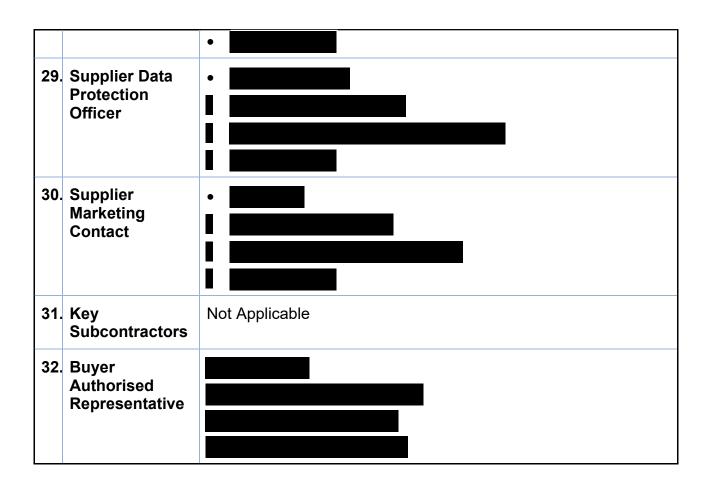
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7.	Financial Transparency	The Financial Transparency Objectives do not apply to this Contract.		
	Objectives	See Clause 6.3 for further details.		
8.	Start Date	01/09/2025		
9.	Expiry Date	31/08/2030		
10.	Extension	1+1+1		
	Period	Further period up to one (1) year (12 months), up to a maximum of three (3) years (36 months).		
		Extension exercised where the Buyer gives the Supplier no less than 3 Months' written notice before this Contract expires.		
11.	Ending this Contract	The Buyer shall be able to terminate this Contract in accordance with Clause 14.3.		
	without a reason	Provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be thirty (30) days.		
12.	Incorporated	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:		
	Terms (together these documents form the "this Contract")			
		(a) This Award Form		
		(b) Core Terms		
		(c) Schedule 36 (Intellectual Property Rights)		
		(d) Schedule 1 (Definitions)		
		(e) Schedule 6 (Transparency Reports)		
		(f) Schedule 20 (Processing Data)		
		(g) The following Schedules (in equal order of precedence):		
		(i) Schedule 2 (Specification)		
		(ii) Schedule 3 (Charges)		
		(iii) Schedule 5 (Commercially Sensitive Information)		
		(iv) Schedule 8 (Implementation Plan & Testing)		
		(v) Schedule 10 (Service Levels)		
		(vi) Schedule 11 (Continuous Improvement)		
		(vii) Schedule 12 (Benchmarking)		

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			(viii)	Schedule 13 (Contract Management)
			(ix)	Schedule 14 (Business Continuity and Disaster Recovery)
			(x)	Schedule 16 (Security)
			(xi) Schedule 17 (Service Recipients)	
			(xii) Schedule 19 (Cyber Essentials Scheme)	
			(xiii)	Schedule 21 (Variation Form)
			(xiv)	Schedule 22 (Insurance Requirements)
			(xv)	Schedule 25 (Rectification Plan)
			(xvi)	Schedule 26 (Sustainability)
			(xvii)	Schedule 28 (ICT Services)
			(xviii)	Schedule 29 (Key Supplier Staff)
			(xix)	Schedule 30 (Exit Management)
			(xx)	Schedule 32 (Background Checks)
		(h)	(h) 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.	
13.	Buyer's Environmental Policy	Environmental principles policy statement - GOV.UK.		
14.	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)		

15.	Buyer's Security Requirements and Security and ICT Policy	Security Requirements: as set out in Schedule 16 (Security).		
		Security Policy: https://www.gov.uk/government/publications/security-policy-framework .		
		For the purposes of Schedule 16 (Security) the Supplier is required to comply with the Security Policy. For the purposes of Supplier Staff vetting, the Supplier is required to comply with the Security Policy.		
		ICT Policy:		
		For the purposes of Schedule 16 (Security) the Supplier is required to comply with the ICT Policy.		
		For the purposes of Schedule 28 (ICT) Supplier is required to comply with the ICT Policy.		
16.	Charges	Indexation is applicable as set out in Schedule 3 (Charges).		
17.	Estimated Year 1 Charges			
18.	Reimbursable expenses	Any further recoverable T&S, as stated in the Contract, needs to be agreed prior to incurring any cost and aligned to the Defra Travel and Subsistence Policy.		
19.	Payment method	The method for contract payments shall be via BACS, in arrears.		
		The breakdown of the Charges shall be as per Schedule 3 (Charges).		
		All invoices must include a valid Purchase Order number, Organisation's Company, Registration number; Invoice Value and whether it is inclusive or of exclusive of VAT.		
		The Supplier will issue electronic invoices, as per the agreed payment profile. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.		
20.	Service Levels	Service Credits will accrue in accordance with Schedule 10 (Service Levels).		
		The Service Credit Cap is 10% of the Monthly Service Charges.		
		The Service Period is one Calendar Month.		

		A Critical Service Level Failure is when the sum of the Service Credits across all Service Level Performance Measures reaches the Service Credit Cap.	
21.	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 the greater of £5 million or 150% of the Estimated Yearly Charges.	
		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 £1 million.	
22.	Cyber Essentials Certification	Cyber Essentials Scheme Plus Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme).	
23.	Progress Meetings and	 The Supplier shall attend Progress Meetings with the Buyer every thirty (30) days. 	
	Progress Reports	The Supplier shall provide the Buyer with Progress Reports every thirty (30) days.	
24.	Guarantor	Not applicable.	
25.	Virtual Library	 In accordance with Paragraph 2.2. of Schedule 30 (Exit Management): the period in which the Supplier must create and maintain the Virtual Library, is as set out in that Paragraph; and the Supplier shall update the Virtual Library every three (3) Months. 	
26.	Supplier's Contract Manager		
27.	Supplier Authorised Representative		
28.	Supplier Compliance Officer		



For and on b	pehalf of the Supplier:	For and on behalf of the Buyer Department for Environment, Food & Rural Affairs (Defra)		
	Supplier Signature:		Buyer Signature:	
Name:		Name:		
Role:		Role:		
Date:		Date:		

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