



Department for Levelling Up,
Housing & Communities

Award Form

This Award Form creates the Framework Agreement and sets out the Terms that will apply to Call-Off Contracts awarded under the Framework. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

1. Buyer	The Secretary of State for the Department of Levelling Up Housing and Communities (the Buyer) Fry Building, 2 Marsham Street London SW1P 4DF
2. Supplier	Name: Baily Garner LLP Address: 146-148 Eltham Hill, Eltham, London, SE9 5DY Registration number: OC305198 SID4GOV ID: N/A
3. Framework Agreement and Call-Off Contract	This Framework Agreement and any subsequent Call-Off Contract between the Buyer and the Supplier is for the supply of Deliverables. This opportunity is advertised in the Contract Notices: - Find a Tender reference 2022-920004 - Contracts Finder CF-00027
4. Contract reference	CPD4122186
5. Deliverables	Professional support services for the auditing of EWS1 forms as part of the requirements for the Safer & Greener Buildings Programme. See Schedule 2 (Specification) for further details.
6. Start Date	10 th March 2023
7. End Date	9 th March 2025
8. Extension Period	At DLUHC's sole discretion, 2 x optional extension periods of 12 months each (annual break clauses will apply) up to a maximum of 24 months until 9 th March 2027
9. Incorporated Terms (together these documents form the 'the Agreement')	The following documents are incorporated into the Agreement and will govern any Call-Off's awarded under the Agreement. Where numbers are missing we are not using these Schedules. If the documents conflict, the following order of precedence applies: 1. This Award Form

		2. Any Special Terms (see Section 10 Special Terms in this Award Form) 3. Schedule 1 (Definitions) 4. Schedule 20 (Processing Data) 5. The following Schedules (in equal order of precedence): • Schedule 2 (Specification) • Schedule 3 (Charges) • Schedule 5 (Commercially Sensitive Information) • Schedule 6 (Transparency Reports) • Schedule 10 (Service Levels) • Schedule 13 (Contract Management) • Schedule 16 (Security) • Schedule 21 (Variation Form) • Schedule 22 (Insurance Requirements) • Schedule 25 (Rectification Plan) • Schedule 29 (Key Supplier Staff) 6. Core Terms (version 1.0) 7. Schedule 26 (Corporate Social Responsibility) 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
10.	Special Terms	Special Term 1 Should the Supplier receive any press/media enquiries in relation to this contract, the Supplier is obligated to forward the enquiry to DLUHC's Press Office for comment and an agreed response. Under no circumstances is the Supplier to respond to the said enquiry without prior written approval from DLUHC's Press Office. Failure to comply with this, may result in the application of DLUHC's rights under Core Terms clause 10 Terminating the Contract. Special Term 2

	Allocation of Audits under the Framework Agreement Individual contracts (Call-offs) awarded under The Framework Agreement (Lots 1 and 2) will be governed by the DLUHC Mid-tier Core Terms and corresponding schedules with specific instructions set out in the work instruction. For both Lots 1 and 2, DLUHC will use the following mechanisms to allocate (commission) work instructions via the Framework Agreement: a) Direct Award: DLUHC will typically utilise the Direct Award mechanism to allow for prompt, regular, simple commissioning of Audits. The considerations DLUHC will consider are: i) The value of the work package (as far as practicable, DLUHC will endeavour to assign work packages equally by value of work). ii) The capacity of the Supplier to undertake the work packages DLUHC reserves the right not to allocate audit work packages to any appointed Supplier if, in its view, their delivery of a previous audit did not meet required quality/performance levels or does not present value for money. Where this occurs, auditors will be given the opportunity to rectify any quality/performance/cost issues and demonstrate how they will mitigate future occurrences through continuous improvement. b) Mini-Competition: DLUHC may seek to compete potential larger work packages under the Framework Agreement. The criteria for Mini-Competitions may be refined as needed to accommodate DLUHC's requirements in relation to the areas: i) Capacity ii) Speed of processing iii) Price iv) Specific expertise v) Geographic location vi) Ability to access external capabilities in accordance with the terms of this Framework Agreement
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		Note: - not all these criteria will necessarily be considered. Any Mini-Competition pack issued will specify those criteria to be used in the evaluation of responses. - Any work packages which DLUHC is seeking to commission which are expected to represent more than 20% of the annual estimated value of Lots 1 or 2 may be subject to Mini-Competition. At its sole discretion, DLUHC reserves the right to: - Compete assignments outside of this Framework Agreement. - Allocate the work instructions such that the total annual value of Work Orders offered to each Supplier is proportionate to the annual value of audits offered (subject to achievement of the required quality/performance standards) - Not allocate assignments to any Supplier if in its view, their delivery of a previous assignment did not meet required quality/performance levels or they fail to maintain suitably qualified staff. - Post contract award, review and update the assignment allocation approach set out above in consultation with Suppliers. - Share outputs from one assignment with other Suppliers for their use in developing their outputs. - Reallocate work packages from one Supplier to another where conflicts of interest are known. Special Term 3 Hourly rates will be fixed for the initial 2-year term of the Agreement and subject to any extension of the Framework (at DLHUC's sole discretion) hourly rates will be increased in accordance with CPI provisions as set out in Schedule 3 Charges. Special Term 4
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		Clarifications during bidding stage  Master CQ log _CPD44122186_inclu:
11.	Buyer's Environmental Policy	Greening Government Commitments Annual Report, April 2020 https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/883779/ggc-annual-report-2018-2019.pdf
12.	Buyer's Security Policy	Details in Schedule 16 (Security)
13.	Social Value Commitment	The Supplier agrees, in providing the Deliverables and performing its obligations under the Agreement t, that it will comply with the social value commitments in Schedule 4 (Tender) and Schedule 2 Specification (Annex A Statement of Requirements).
14.	Commercially Sensitive Information	Details in Schedule 5 (Commercially Sensitive Information)
15.	Charges	Details (including application of indexation CPI%) in Schedule 3 (Charges)
16.	Reimbursable expenses	Suppliers must obtain prior approval from the Buyer for any additional expenditure relating to the audit of EWS1 i.e. site visit.
17.	Payment method	At Call-Off, payment for the delivery of the milestones outlined in Schedule 2 Specification (Section 6 Milestones & Deliverables) is made against a schedule of fixed rates payable in monthly instalments. Detail in Core Terms clause 4. Pricing and payments
18.	Service Levels	At Call-Off, the Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure in accordance with Schedule 10 Service Levels The Service Period is 20 Calendar Days A Service Level Failure means a failure to meet the Service Level detailed in Part A to Schedule 10 Service Levels
19.	Insurance	Details in Annex of Schedule 22 (Insurance Requirements).
20.	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 200% of accumulative fees paid to the Supplier appointed under this contract.

21.	Cyber Essentials Certification	Not applicable
22.	Progress Meetings and Progress Reports	• The Supplier shall attend meetings to discuss Performance Monitoring Reports (“Performance Review Meetings”) on an annual basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports and in accordance with Part B to Schedule 10 Service Levels. • The Supplier shall provide the Buyer with performance monitoring reports (“Performance Monitoring Reports” in accordance with Part B to Schedule 10 Service Levels
23.	Guarantee	Not applicable
24.	Supplier Contract Manager	[REDACTED]
25.	Supplier Authorised Representative	[REDACTED]
26.	Supplier Compliance Officer	[REDACTED]
27.	Supplier Data Protection Officer	[REDACTED]
28.	Supplier Marketing Contact	Not applicable
29.	Key Subcontractors	Not applicable

30.	Buyer Authorised Representative	[REDACTED]
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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	[REDACTED]	Role:	[REDACTED]
Date:	17/02/2023	Date:	06/03/23

Incorporated terms

Schedule 1 (Definitions)



Schedule 1
Definitions v10.docx

Schedule 20 (Processing Data)

[REDACTED]

Schedule 2 (Specification)



Schedule 2
Specification v10.docx

Schedule 3 (Charges)

[REDACTED]

Schedule 5 (Commercially Sensitive Information)

[REDACTED]

Schedule 6 (Transparency Reports)



Schedule 6
Transparency Reports

Schedule 10 (Service Levels)



Schedule 10 Service
Levels v10 (1) .docx

Schedule 13 (Contract Management)



Schedule 13
Contract Managemen

Schedule 16 (Security)

[REDACTED]

Schedule 21 (Variation Form)



Schedule 21
Variation Form v10.doc

Schedule 22 (Insurance Requirements)



Schedule 22
Insurance Requirements

Schedule 25 (Rectification Plan)



Schedule 25
Rectification Plan v10.doc

Schedule 29 (Key Supplier Staff)

[REDACTED]

Core Terms (version 2.0)



DLUHC Terms v2.0
Jan21.docx

Schedule 26 (Corporate Social Responsibility)



Schedule 26
Corporate Social Responsibility

Schedule 4 (Tender)

Annex C Commercial Response

[REDACTED]

