**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.

|  | **Buyer** | **Buyer’s name**: Cabinet Office (Government Digital Service (GDS))  **Buyer’s main address**: Cabinet Office, I Horse Guards Road, London, SW1A 2HQ.  **GDS**: The White Chapel Building, 10 Whitechapel High Street, London, E1 8QS |
| --- | --- | --- |
|  | **Supplier** | | Name: | **[Insert** name (registered name if registered)] | | --- | --- | | Address: | **[Insert**address registered address if registered] | | Registration number: | **[*Insert*** registration number if registered] | | SID4GOV ID: | **[Insert**SID4GOV ID if you have one] | |
|  | **Contract** | This Contract between the Buyer and the Supplier is for the supply of Deliverables, being ‘WP2236 Payment Provider for GOV.UK Pay’ - see Schedule 2 (Specification) for full details.  This opportunity is advertised in this Contract Notice Find A Tender, reference **[tbc**] (FTS Contract Notice). |
|  | **Contract reference** | WP2236 |
|  | **Buyer Cause** | The Authority shall:  1. use its reasonable endeavours to provide the Supplier with access to appropriate members of the Authority’s staff, as such access is reasonably requested by the Supplier in order for the Supplier to discharge its obligations throughout the Term and the Termination Assistance Period;  2. provide sufficient and suitably qualified staff to fulfil the Authority’s roles and duties under this Contract as defined in the Implementation Plan;  3. use its reasonable endeavours to provide such documentation, data and/or other information that the Supplier reasonably requests that is necessary to perform its obligations under the terms of this Contract provided that such documentation, data and/or information is available to the Authority and is authorised for release by the Authority; and  4. the Buyer shall have no obligation to perform any obligations placed on it in Schedule 2 (Specification) or Schedule 4 (Tender) unless they are specifically identified above.  5. 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. |
|  | **Collaborative working principles** | The Collaborative Working Principles do not apply to this Contract. See Clause 3.1.3 for further details. |
|  | **Financial Transparency Objectives** | The Financial Transparency Objectives do not apply to this Contract. |
|  | **Start Date** | [**8 July 2025**]  **“Live” service to commence 12 months from contract start date** |
|  | **Expiry Date** | [**7 July 2028**] |
|  | **Extension Period** | This contract may be extended by 2 periods of up to 12 months each.  [Extension exercised where the Buyer gives the Supplier no less than 3 Months' written notice before this Contract expires] |
|  | **Ending this Contract without a reason** | The Buyer shall be able to terminate this Contract in accordance with Clause 14.3. [Provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be 1 month.] |
|  | **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) 3. Core Terms 4. Schedule 1 (Definitions) 5. Schedule 6 (Transparency Reports) 6. Schedule 20 (Processing Data) 7. The following Schedules (in equal order of precedence):    1. Schedule 2 (Specification)    2. Schedule 3 (Charges)    3. Schedule 5 (Commercially Sensitive Information)    4. Schedule 6 (Transparency Report)    5. Schedule 7 (Staff Transfer)    6. Schedule 10 (Service Levels)    7. Schedule 11 (Continuous Improvement)    8. Schedule 14 (Business Continuity and Disaster Recovery)    9. Schedule 15 (Minimum Standards of Reliability)    10. Schedule 16 (Security)    11. Schedule 18 (Supply Chain Visibility)    12. Schedule 20 (Processing Data)    13. Schedule 21 (Variation Form)    14. Schedule 22 (Insurance Requirements)    15. Schedule 24 (Financial Difficulties)    16. Schedule 25 (Rectification Plan)    17. Schedule 26 (Sustainability)    18. Schedule 27 (Key Subcontractors)    19. Schedule 29 (Key Supplier Staff)    20. Schedule 30 (Exit Management) 8. 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. |
|  | **Special Terms** | See Schedule - Payment and Related Services Supply Terms |
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|  | **Buyer’s Environmental Policy** | The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.  The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint. |
|  | **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)] |
|  | **Buyer’s Security Requirements and Security and ICT Policy** | As set out in Schedule 16 (Security). |
|  | **Charges** | Details in Schedule 3 (Charges)  There is no guarantee to the Supplier of volume of Services required and the Buyer may increase or decrease the volume of Services to meet its flexible requirements. |
|  | **Estimated Year 1 Charges** | Details in Schedule 3 (Charges) |
|  | **Reimbursable expenses** | None |
|  | **Payment method** | The payment method for this Call-Off Contract is BACS Monthly/Quarterly in arrears to:  [Insert Supplier bank details] |
|  | **Service Levels** | Details in Schedule 10 (Service Levels) |
|  | **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 * The annual total liability of either Party for all Property defaults will not exceed £5,000,000. * The annual total liability for Buyer Data defaults will not exceed £5,000,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater). * The annual total liability for all other defaults will not exceed the greater of £5,000,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater). * Professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law) * Employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law * Cyber and Data Protection Insurance |
|  | **Cyber Essentials Certification** | Not required. The Supplier must be certified for the Payment Card Industry Data Security Standard (PCI-DSS) v4.0 or above. |
|  | **Progress Meetings and Progress Reports** | * See Schedule 10 (Service Levels). |
|  | **Guarantor** | Not applicable |
|  | **Virtual Library** | Not applicable |
|  | **Supplier’s**  **Contract**  **Manager** | **[Insert** name]  **[Insert** job title]  **[Insert** email address]  **[Insert** phone number] |
|  | **Supplier Authorised Representative** | **[Insert** name]  **[Insert** job title]  **[Insert** email address]  **[Insert** phone number] |
|  | **Supplier Compliance Officer** | **[Insert** name]  **[Insert** job title]  **[Insert** email address]  **[Insert** phone number] |
|  | **Supplier Data Protection Officer** | **[Insert** name]  **[Insert** job title]  **[Insert** email address]  **[Insert** phone number] |
|  | **Supplier Marketing Contact** | **[Insert** name]  **[Insert** job title]  **[Insert** email address]  **[Insert** phone number] |
|  | **Key Subcontractors** | **Key Subcontractor 1**  Name (Registered name if registered): **[insert** name]  Registration number (if registered): **[insert** number]  Role of Subcontractor: **[insert** role] |
|  | **Buyer Authorised Representative** | **[Insert** name]  **[Insert** job title]  **[Insert** email address]  **[Insert** phone number] |

| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer Cabinet Office/ Department of Science, Innovation and Technology** | |
| --- | --- | --- | --- |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Role: |  | Role: |  |
| Date: |  | Date: |  |