**ENZPS Framework Award Form**

This Award Form creates this Framework Contract (“Contract”). It summarises the main features of the procurement and includes the Authority and the Supplier’s contact details.

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|  | **Authority** | Department for Energy Security and Net Zero (the Authority).  Its offices are on: 3-8 Whitehall Place, London SW1A 2EG |
|  | **Supplier** | |  |  | | --- | --- | | Name: | **REDACTED** | | Address: | **REDACTED** | | Registration number: | **REDACTED** | | SID4GOV ID: | **REDACTED** | |
|  | **Contract** | This Contract between the Authority and the Supplier is for the supply of Deliverables - see Framework Schedule 1 (Specification) for full details.  This opportunity is advertised in this Contract Notice in Find A Tender, reference 2024/S 000-012711 (FTS Contract Notice).  Your organisation is appointed to:  **REDACTED** |
|  | **Contract reference** | **ENZPS** |
|  | **Start Date** | 1st February 2025 |
|  | **Expiry Date** | 31st January 2027 |
|  | **Extension Period** | Further period up to two additional 12-month terms.  [Extension exercised where the Authority gives the Supplier no less than 3 Months' written notice before this Contract expires] |
|  | **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. Core Terms; 3. Framework Schedules 1 to 10 each in equal order of precedence against the others in this group; 4. Joint Schedules 1 to 10 each in equal order of precedence against the others in this group unless otherwise stated at Call-Off level; 5. Call-Off Schedules 1 to 19 each in equal order of precedence against the others in this group unless otherwise stated at Call-Off. |
|  | **Social Value Commitment** | The Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, to deliver the Social Value outcomes in Framework Schedule 2 (Framework Tender). |
|  | **Security and ICT Policy** | For the purposes of the Contract the Supplier is required to comply with the Security Policy.  **Security Policy:**[**https://www.gov.uk/government/publications/government-functional-standard-govs-007-security**](https://www.gov.uk/government/publications/government-functional-standard-govs-007-security)  For the purposes of the Contract the Supplier is required to comply with the ICT Policies.  **ICT Policies:** [**https://www.gov.uk/government/publications/government-functional-standard-govs-005-digital**](https://www.gov.uk/government/publications/government-functional-standard-govs-005-digital)and [**https://www.gov.uk/guidance/the-technology-code-of-practice**](https://www.gov.uk/guidance/the-technology-code-of-practice)  For the purposed of a Call-Off the Supplier is required to comply with the included Schedules of the Call-Off Contract. |
|  | **Framework Prices** | The Supplier agrees to the maximum Rates and Minimum Discounts in Framework Schedule 3 (Framework Prices). |
|  | **Liability** | In accordance with Clause 11.1 of the Core Terms, each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than £1,000,000.  In accordance with Clause 11.2 of the Core Terms, the Supplier’s total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is a sum no more than the greater of £5,000,000 or 150% of the Estimated Yearly Charges unless specified otherwise in the Call-Off Order Form.  Subject to Clauses 11.3 and 11.4 of the Core Terms, the Supplier’s aggregate liability in each and any Contract Year under each Contract under Clause 14.8 of the Core Terms shall not exceed the Data Protection Liability Cap, the Data Protection Liability Cap shall be determined at Call-Off level subject to the requirements.  The maximum Data Protection Liability Cap per Call-off is £17.5million.  Choice of figure should be in accordance with the sensitivity and volume of data concerned, as well as the likelihood and extent of any potential breach.  In accordance with the Invitation to Tender (SQ-8.1), the Supplier should hold the following insurances as a condition of Framework award. Evidence of this should be forwarded to DESNZ at the earliest possible opportunity:  Employer’s (Compulsory) Liability Insurance = £5 million  Public Liability Insurance = £1 million  Professional Indemnity Insurance = £1 million. |
|  | **Cyber Essentials Certification** | The Supplier agrees to hold Cyber Essentials Scheme Basic Certificate within 3 months of Framework Award. Full details are in Framework Schedule 9 (Cyber Essentials Scheme). |
|  | **Progress Meetings and Progress Reports** | * The Supplier shall attend Progress Meetings with the Buyer as required and agreed. * The Supplier shall provide the Buyer with Quarterly Performance Reports every 3 months. |
|  | **Guarantor** | Where applicable for a Call-Off contract the Supplier’s performance will be guaranteed using the form in Joint Schedule 8 (Guarantee) |
|  | **Virtual Library** | In accordance with Framework Schedule 10 (Virtual Library):   * the period in which the Supplier must create the Virtual Library, is within 30 days of Framework start and maintain for the Framework duration and * the Supplier shall update the Virtual Library as required per Call-Off. |
|  | **Supplier’s**  **Contract**  **Manager** | **REDACTED** |
|  | **Supplier Authorised Representative** | **REDACTED** |
|  | **Supplier Data Protection Officer** | **REDACTED** |
|  | **Key Subcontractors** | **REDACTED** |
|  | **Authority Authorised Representative** | **REDACTED** |

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| **For and on behalf of the Supplier:** | | **For and on behalf of the Authority** | |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Role: |  | Role: |  |
| Date: |  | Date: |  |