



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.

<b>1. Buyer</b>	The Secretary of State for the Department of Levelling Up Housing and Communities (the Buyer) Fry Building, 2 Marsham Street London SW1P 4DF
<b>2. Supplier</b>	Name: <b>Keegans Ltd</b> Address: Studio 3, Blue Lion Place, 237 Long Lane, London, SE1 4PU Registration number: 04547050 SID4GOV ID: N/A
<b>3. Framework Agreement and Call-Off Contract</b>	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: <ul style="list-style-type: none"> <li>Find a Tender reference 2022-920004</li> <li>Contracts Finder CF-00027</li> </ul>
<b>4. Contract reference</b>	CPD4122186
<b>5. Deliverables</b>	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.
<b>6. Start Date</b>	10 <sup>th</sup> March 2023
<b>7. End Date</b>	9 <sup>th</sup> March 2025
<b>8. Extension Period</b>	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 <sup>th</sup> March 2027
<b>9. Incorporated Terms</b>  (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: <ol style="list-style-type: none"> <li>1. This Award Form</li> </ol>

		<ol style="list-style-type: none"> <li>2. Any Special Terms (see <b>Section 10 Special Terms</b> in this Award Form)</li> <li>3. Schedule 1 (Definitions)</li> <li>4. Schedule 20 (Processing Data)</li> <li>5. The following Schedules (in equal order of precedence): <ul style="list-style-type: none"> <li>• Schedule 2 (Specification)</li> <li>• Schedule 3 (Charges)</li> <li>• Schedule 5 (Commercially Sensitive Information)</li> <li>• Schedule 6 (Transparency Reports)</li> <li>• Schedule 10 (Service Levels)</li> <li>• Schedule 13 (Contract Management)</li> <li>• Schedule 16 (Security)</li> <li>• Schedule 21 (Variation Form)</li> <li>• Schedule 22 (Insurance Requirements)</li> <li>• Schedule 25 (Rectification Plan)</li> <li>• Schedule 29 (Key Supplier Staff)</li> </ul> </li> <li>6. Core Terms (version 1.0)</li> <li>7. Schedule 26 (Corporate Social Responsibility)</li> <li>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</li> </ol>
10.	<b>Special Terms</b>	<p><b>Special Term 1</b></p> <p>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.</p> <p><b>Special Term 2</b></p>

		<p>Allocation of Audits under the Framework Agreement</p> <p>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.</p> <p>For both Lots 1 and 2, DLUHC will use the following mechanisms to allocate (commission) work instructions via the Framework Agreement:</p> <p>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:</p> <ul style="list-style-type: none"> <li>i) The value of the work package (as far as practicable, DLUHC will endeavour to assign work packages equally by value of work).</li> <li>ii) The capacity of the Supplier to undertake the work packages</li> </ul> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>i) Capacity</li> <li>ii) Speed of processing</li> <li>iii) Price</li> <li>iv) Specific expertise</li> <li>v) Geographic location</li> <li>vi) Ability to access external capabilities in accordance with the terms of this Framework Agreement</li> </ul>
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		<p>Note:</p> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> </ul> <p>At its sole discretion, DLUHC reserves the right to:</p> <ul style="list-style-type: none"> <li>Compete assignments outside of this Framework Agreement.</li> <li>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)</li> <li>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.</li> <li>Post contract award, review and update the assignment allocation approach set out above in consultation with Suppliers.</li> <li>Share outputs from one assignment with other Suppliers for their use in developing their outputs.</li> <li>Reallocate work packages from one Supplier to another where conflicts of interest are known.</li> </ul> <p><b>Special Term 3</b></p> <p>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.</p> <p><b>Special Term 4</b></p>
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		<p>Clarifications during bidding stage</p>  <p>Master CQ log _CPD44122186_inclu:</p>
11.	<b>Buyer's Environmental Policy</b>	<p>Greening Government Commitments Annual Report, April 2020  <a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/883779/ggc-annual-report-2018-2019.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/883779/ggc-annual-report-2018-2019.pdf</a></p>
12.	<b>Buyer's Security Policy</b>	Details in Schedule 16 (Security)
13.	<b>Social Value Commitment</b>	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.	<b>Commercially Sensitive Information</b>	Details in Schedule 5 (Commercially Sensitive Information)
15.	<b>Charges</b>	Details (including application of indexation CPI%) in Schedule 3 (Charges)
16.	<b>Reimbursable expenses</b>	Suppliers must obtain prior approval from the Buyer for any additional expenditure relating to the audit of EWS1 i.e. site visit.
17.	<b>Payment method</b>	<p>At Call-Off, payment for the delivery of the milestones outlined in Schedule 2 Specification (Section 6 Milestones &amp; Deliverables) is made against a schedule of fixed rates payable in monthly instalments.</p> <p>Detail in Core Terms clause 4. Pricing and payments</p>
18.	<b>Service Levels</b>	<p>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</p> <p>The Service Period is <b>20 Calendar Days</b></p> <p>A Service Level Failure <b>means</b> a failure to meet the Service Level detailed in Part A to Schedule 10 Service Levels</p>
19.	<b>Insurance</b>	Details in Annex of Schedule 22 (Insurance Requirements).
20.	<b>Liability</b>	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.	<b>Cyber Essentials Certification</b>	Not applicable
22.	<b>Progress Meetings and Progress Reports</b>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• The Supplier shall provide the Buyer with performance monitoring reports (“Performance Monitoring Reports” in accordance with Part B to Schedule 10 Service Levels</li> </ul>
23.	<b>Guarantee</b>	Not applicable
24.	<b>Supplier Contract Manager</b>	[REDACTED]
25.	<b>Supplier Authorised Representative</b>	[REDACTED]
26.	<b>Supplier Compliance Officer</b>	[REDACTED]
27.	<b>Supplier Data Protection Officer</b>	[REDACTED]
28.	<b>Supplier Marketing Contact</b>	Not applicable
29.	<b>Key Subcontractors</b>	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:	10/02/2023	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)

[REDACTED]