

Mid-Tier Award Form

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.

Please note that all sections highlighted in yellow must be completed by the Supplier, those in blue are for the Buyer to complete prior to award. Failure to return a completed Award Form, signed by an authorised signatory, may result in your tender bid being deemed non-compliant.

1.	Buyer	<p>[] [Insert wording where the Buyer is a Crown Body: acting as part of the Crown] (the Buyer).</p> <p>Its offices are on: []</p>
2.	Supplier	<p>Name: [Insert name (registered name if registered)]</p> <p>Address: [Insert address registered address if registered]</p> <p>Registration number: [Insert registration number if registered]</p> <p>SID4GOV ID: [Insert SID4GOV ID if you have one]</p>
3.	Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables, being Needle Exchange Packs and Service - see Schedule 2 (<i>Specification</i>) for full details.</p> <p>This opportunity is advertised in this Contract Notice in Find A Tender, reference [Insert reference number] (FTS Contract Notice).</p>
4.	Contract reference	[Insert Buyer contract reference here, if any]
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	<p>The Collaborative Working Principles [do not] apply to this Contract. [Guidance: delete reference to "[do not]" as relevant]</p> <p>See Clause 3.1.3 for further details.</p>
7.	Financial Transparency Objectives	<p>The Financial Transparency Objectives [do not] apply to this Contract. [Guidance: delete reference to "[do not]" as relevant]</p> <p>See Clause 6.3 for further details.</p> <p>[Guidance: If the Financial Transparency Objectives are selected, this puts obligations on the Supplier to provide Financial Reports, in effect - Open Book Contract Management. Buyers should consider whether this is appropriate and proportionate for their particular procurement, bearing in mind PPN 004 - Open book contract management]</p>
8.	Start Date	<p>[Guidance: This should be the date on which the provision of Deliverables will commence..]</p> <p>[Insert a condition precedent if needed e.g. provision of a signed Guarantee by a backstop date]</p>
9.	Expiry Date	[Insert Day Month Year or TBC]
10.	Extension Period	<p>[Insert Not applicable or insert detail about extensions of this Contract]</p> <p>[Further period up to [Insert Day Month Year or describe duration]]</p> <p>[Extension exercised where the Buyer gives the Supplier no less than [3 Months] written notice before this Contract less than [3 Months] written notice before this Contract expires]</p> <p>[Guidance: Insert notice and adjust period as appropriate. This can be used to adjust the notice period in Clause 14.2 but the notice period should only be shorter than 3 months in exceptional circumstances. A shorter notice period may be permitted where a Buyer will be unable to provide 3 months' written notice and/or where Suppliers can continue performing this Contract for the extension period without incurring costs as a result of a shorter notice period. Buyers should engage with the market before proposing a shorter notice period]</p>

11.	Ending this Contract without a reason	<p>The Buyer shall be able to terminate this Contract in accordance with Clause 14.3.</p> <p><i>[Guidance: The following can be used to adjust the notice period in Clause 14.3 but it should only be changed if the Buyer has a legitimate requirement to end this Contract sooner or if the Supplier requires more notice so that it can avoid costs and the Buyer is able to provide more notice]</i> [Provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be [Insert].]</p>
12.	Incorporated Terms (together these documents form the "this Contract")	<p>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:</p> <p><i>[Guidance: Delete the highlighted Schedule 31 (Buyer Specific Terms) if it is not needed for this procurement. Remove the highlighting before publication if Schedule 31 (Buyer Specific Terms) is to be used. Check each Schedule to make sure all placeholders are populated correctly for this procurement.]</i></p> <ul style="list-style-type: none"> (a) This Award Form (b) Any Special Terms (see Section 14 (Special Terms) in this Award Form) (c) Schedule 31 (Buyer Specific Terms) (d) Core Terms (e) Schedule 6 (Intellectual Property Rights) <i>[Guidance: ICT-related IPR clauses are now included in this Schedule, along with more generic IPR clauses. If you are using Schedule 28 (ICT Services) you should use "Part B" of this Schedule. Please see PaLS IPR guidance for further details.]</i> (f) Schedule 1 (Definitions) (g) Schedule 20 (Processing Data) (h) The following Schedules (in equal order of precedence): <p><i>[Guidance: Delete any highlighted Schedule that is not needed for this procurement. Add any additional Schedule that is needed. Please refer to the Mid-Tier Guidance</i></p>

		<p>published on Gov.uk for detailed information on each Schedule to assist with decision making. Remove any highlighting remaining before publication. Check each Schedule to make sure all placeholders are populated correctly for this procurement]</p> <ul style="list-style-type: none"> (i) Schedule 2 (<i>Specification</i>) (ii) Schedule 3 (<i>Charges</i>) (iii) Schedule 5 (<i>Commercially Sensitive Information</i>) (iv) Schedule 7 (<i>Staff Transfer</i>) (v) Schedule 8 (<i>Implementation Plan & Testing</i>) (vi) Schedule 9 (<i>Installation Works</i>) (vii) Schedule 10 (<i>Performance Levels</i>) (viii) Schedule 11 (<i>Continuous Improvement</i>) (ix) Schedule 12 (<i>Benchmarking</i>) (x) Schedule 13 (<i>Contract Management</i>) (xi) Schedule 14 (<i>Business Continuity and Disaster Recovery</i>) (xii) Schedule 15 (<i>Carbon Reduction</i>) (xiii) Schedule 16 (<i>Security</i>) (xiv) Schedule 17 (<i>Service Recipients</i>) (xv) Schedule 18 (<i>Prompt Payment</i>) (xvi) Schedule 19 (<i>Corporate Resolution Planning</i>) Schedule 21 (<i>Variation Form</i>) (xvii) Schedule 22 (<i>Insurance Requirements</i>) (xviii) Schedule 23 (<i>Guarantee</i>) (xix) Schedule 24 (<i>Financial Difficulties</i>) (xx) Schedule 25 (<i>Rectification Plan</i>) (xxi) Schedule 26 (<i>Sustainability</i>) (xxii) Schedule 27 (<i>Key Subcontractors</i>)
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		<p>(xxiii) Schedule 28 (ICT Services)</p> <p>(xxiv) Schedule 28A (Agile Development Additional Terms)</p> <p>(xxv) Schedule 29 (Key Supplier Staff)</p> <p>(xxvi) Schedule 30 (Exit Management)</p> <p>(xxvii) Schedule 32 (Background Checks)</p> <p>(xxviii) Schedule 34 (Northern Ireland Law)</p> <p>(xxix) Schedule 35 (Lease Terms)</p> <p>(xxx) 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.</p>
13.	Special Terms	<p>Special Term 1 - [Insert terms to revise or supplement Core Terms or Schedules, or enter "N/A" and delete the extra rows below]</p> <p>[Guidance: See non-exhaustive list of suggestions below:</p> <ol style="list-style-type: none"> Assets, Equipment and Maintenance: <i>Where the Supplier relies on use of specific Buyer or Supplier assets/equipment then consider provisions relating to ownership, transfer, use and maintenance (including valuation, payment and tax treatment).</i> Appointment of a Remedial Advisor: <i>Depending on criticality of the Goods and/or Services, consider ability to appoint a remedial advisor to advise the Supplier and support continuity of supply. This could be an earlier remedy prior to step in or termination.</i> Appointment of an Expert (Dispute Resolution): <i>Consider if expert determination would be a useful stage in the dispute resolution procedure e.g. for technical such as IT/financial issues. If so then consider if their decision is binding on the parties and processes relating to appointment and decision making.]</i> <p>[Special Term 2 Guidance: If you wish to avail of an extension to your contract to plan for another procurement use the below]</p>

		[Special Term 3 – Guidance]
14.	Buyer's Environmental Policy	<p>Insert details [Document name] [version] [date] [available online at:]</p> <p>or insert: [Appended at Schedule [X]]</p>
15.	Social Value Commitment	<i>[Guidance: You must include reference to social value based on contract value and reporting requirements if PPN01/21 applies. Buyer's should input agreed KPIs at Contract Award stage.]</i>
16.	Buyer's Security Requirements	<p>[Guidance: The Buyer may include its own security requirements or use one of the security schedules set out in Schedule 16 (Security). See the separate Guidance Document about when to use optional Schedule 16 (Security), and what versions are most appropriate] The Buyer has chosen</p> <p>[[Guidance: Only choose one of the following]</p> <p>Option 1 - Short Form</p> <p>Option 2 - Consultancy</p> <p>Option 3 - Development</p> <p>Option 4 - Supplier-led Assurance</p> <p>Option 5 - Buyer-led Assurance]</p> <p>for Schedule 16 (Security).</p> <p>[Guidance: The Buyer may include its own security requirements or use one of the security schedules set out in Schedule 16 (Security). See the separate Guidance Document about when to use optional Schedule 16 (Security), and what versions are most appropriate]</p> <p>[Security Requirements: [Insert details [Document name] [version] [date] [available online at: [insert address].]]</p> <p>[Guidance: Where the Supplier will store and process data in the cloud, or use cloud platforms to build and host your services, the Buyer should consider requiring the Supplier to (i) document; and (ii) provide on Buyer request</p>

		<p>how they comply with the 14 Cloud Security Principles available at: https://www.ncsc.gov.uk/collection/cloud/the-cloud-security-principles, both for their own Supplier system and for any cloud services they use.]</p> <p>[or insert: As set out in Schedule 16 (Security).]</p> <p>[Guidance: The Buyer will need to:</p> <ul style="list-style-type: none"> • decide what version of the Schedule to use based on the separate Guidance Document; • choose any relevant options provided for in the version of the Schedule chosen; • review/amend the Schedule to ensure it is in line with its security requirements, and <p>include it in this Contract.]</p> <p>ICT Policy: [Insert details [Document name] [version] [date] [available online at:]] [Guidance: this is relevant for the ICT Schedule, if used (see Schedule 28). Delete or mark as "Not Used" if not relevant.]</p> <p>For the purposes of Schedule 28 (ICT Services) Supplier [is/is not] required to comply with the ICT Policy.</p> <p>The Buyer's staff vetting requirements are: (i) as set out in Schedule 16 (Security) (if used); or (ii) if Schedule 16 (Security) is not used, the vetting requirements set out in this Order Form, which are: [Insert requirements, and whether this is to apply to all Supplier Staff (which includes Subcontractor staff), or only a limited subset of staff]; or (iii) if Schedule 16 (Security) is not used and there are no vetting requirements specified in the Order Form, Supplier Staff are to have BPSS or equivalent. [Guidance: If the Buyer is not using a Security Schedule (16) and it wants Supplier/Subcontractor staff, or some of these staff, to be subject to a specific type of vetting, the Buyer will need to list the requirements here. The Buyer will need to specify whether it wants this to apply to all Supplier/Subcontractor staff, or just a subset of these (see the specific definitions of "Subcontractor" and "Supplier Staff" in Schedule 16 for an example of what these might be). If the Buyer is not using Schedule 16 and does not want Supplier /Subcontractor Staff to be subject to vetting, the Buyer should also specify that here –</p>
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		otherwise all Supplier Staff (which includes Subcontractor staff) will need to have BPSS or equivalent]
17.	Goods	<p>Insert length of <i>reasonable</i> time period that applies in respect of Buyer's right to reject Goods under Clause 3.2.13]</p> <p>[Guidance: The Buyer may include a pre-determined position on what is meant by a "reasonable" time period for the Buyer to reject Goods under Clause 3.2.13 pursuant to Clause 3.2.12, where Goods provided by the Supplier don't conform with Clause 3.2.5. The Buyer should consider what would be a reasonable and proportionate time period for such rejection of Goods having regard to (i) the nature of the Goods and the method of inspection, (ii) the volume to be provided; (iii) the Buyer's use requirements for the Goods and (iv) the risk to the Buyer in the event of a breach by the Supplier of Clause 3.2.5.]</p> <p>or [insert Not applicable]</p> <p>[Guidance: If the Buyer chooses not to include a pre-determined position in accordance with the guidance note above, the Buyer can state that this section is "Not applicable". If "Not applicable" is chosen and the Buyer seeks to rely on Clause 3.2.13 in order to exercise its rights under Clause 3.2.12, what is a "reasonable" time period will need to be determined by the parties with regard to the relevant circumstances. If the time period cannot be determined or it results in a dispute, parties would need to follow the Dispute Resolution Procedure in order for resolution.]</p>
18.	Charges	Details in Schedule 3 (<i>Charges</i>)
19.	Estimated Year 1 Charges	[Insert Estimated Year 1 Charges]
20.	Reimbursable expenses	Insert None or Insert Recoverable as set out in Schedule 3 (<i>Charges</i>)]
21.	Payment method	[Insert payment method(s) and necessary details]

22.	Key Performance Indicators	<p>[Insert Not applicable] or [Insert Service Credits will accrue in accordance with Schedule 10 (<i>Performance Levels</i>)]</p> <p>The Service Credit Cap is: [Insert £value]</p> <p>The Service Period is [Insert duration: [] Month(s)]</p> <p>A Critical KPI Failure is: [Buyer to define]</p>
23.	Liability	<p>[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]</p> <p>[Guidance: The Buyer can change the cap on liability in Clause 15.1 where it has made an appropriate risk assessment and sought the necessary management approvals. Unlimited liability is not permitted in line with the Sourcing Playbook]</p> <p>In accordance with Clause 15.6, the Supplier's total aggregate liability in each Contract Year under Clause 18.6.4 is no more than the Data Protection Liability Cap, being [insert appropriate number in the suggested range of £10 million –20 million]</p> <p>[Guidance: 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. The range given is a suggestion only and depending on the individual circumstances of the contract, a cap outside of this range may be appropriate. Please refer to the Mid-Tier Guidance published on Gov.uk for further detail on what to consider in determining the Data Protection Liability Cap.]</p> <p>This liability cap applies to the Supplier's liability to the Buyer under the contract only – it does not act as a cap on any data protection liability that a Supplier may incur to any third party (e.g. Supplier being fined by the Information Commissioner). But if a Supplier default leads to the Buyer breaching data protection legislation, the amount which a Buyer will be able to recover from the Supplier will be subject to this liability cap.]</p>
24.	Progress Meetings and	<p>The Supplier shall attend Progress Meetings with the Buyer every []</p>

	Progress Reports	The Supplier shall provide the Buyer with Progress Reports every []
25.	Guarantor	<p>[Insert] Not applicable</p> <p>or insert The Supplier's performance will be guaranteed by [Insert name of Guarantor] and has entered into a guarantee using the form in Schedule 23 (<i>Guarantee</i>)</p>
26.	Virtual Library	<p>In accordance with Paragraph 2.2. of Schedule 30 (<i>Exit Management</i>)</p> <ul style="list-style-type: none"> the period in which the Supplier must create and maintain the Virtual Library, is [as set out in that Paragraph] or [Insert alternative time period]; and the Supplier shall update the Virtual Library every [Insert applicable time period]. <p>OR</p> <p>[Insert] Not applicable]</p>
27.	Supplier's Contract Manager	<p>[Guidance: Ask the supplier to return this section as part of their bid response]</p> <p>[Insert name]</p> <p>[Insert job title]</p> <p>[Insert email address]</p> <p>[Insert phone number]</p>
28.	Supplier Authorised Representative	<p>[Guidance: Ask the supplier to return this section as part of their bid response]</p> <p>[Insert name]</p> <p>[Insert job title]</p> <p>[Insert email address]</p> <p>[Insert phone number]</p>

29.	Supplier Compliance Officer	<p>[Guidance: Ask the supplier to return this section as part of their bid response]</p> <p>[Insert name]</p> <p>[Insert job title]</p> <p>[Insert email address]</p> <p>[Insert phone number]</p>
30.	Supplier Data Protection Officer	<p>[Guidance: Ask the supplier to return this section as part of their bid response]</p> <p>[Insert name]</p> <p>[Insert job title]</p> <p>[Insert email address]</p> <p>[Insert phone number]</p>
31.	Supplier Marketing Contact	<p>[Guidance: Ask the supplier to return this section as part of their bid response]</p> <p>[Insert name]</p> <p>[Insert job title]</p> <p>[Insert email address]</p> <p>[Insert phone number]</p>
32.	Key Subcontractors	<p>[Guidance: Ask the supplier to return this section as part of their bid response]</p> <p>Key Subcontractor 1</p> <p>Name (Registered name if registered): [insert name]</p> <p>Registration number (if registered): [insert number]</p> <p>Role of Subcontractor: [insert role]</p> <p>[Guidance: copy above lines as needed]</p>

33.	Buyer Authorised Representative	<p>[Insert name]</p> <p>[Insert job title]</p> <p>[Insert email address]</p> <p>[Insert phone number]</p>
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For and on behalf of the Supplier:		For and on behalf of the Buyer [Insert wording where the Buyer is a Crown Body: acting as part of the Crown]:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	