

**Framework**

**Award Form**

This Framework Award Form creates the Framework Contract. It summarises the main features of the procurement and includes CCS and the Supplier’s contact details.

|  |  |  |  |
| --- | --- | --- | --- |
|  | | CCS | The Minister for the Cabinet Office represented by its executive agency the Crown Commercial Service (CCS).  Its offices are on: 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP. |
|  | | Supplier | |  |  | | --- | --- | | Name: **REDACTED** |  | | Address: **REDACTED** |  | | Registration **REDACTED** number: **REDACTED** |  | |  |  | |
|  | | Framework Contract | This framework contract between CCS and the Buyer allows the Supplier to be considered for Call-off Contracts to supply the Deliverables in Lot 1. The Supplier cannot deliver in any other Lot under this contract. Any references made to other Lots in this contract do not apply to the Supplier.  This opportunity is advertised in the Contract Notice in the Official Journal of the European Union reference 2018/S 234-535190 (OJEU Contract Notice). |
|  | | Deliverables | See Framework Schedule 1 (Specification) for details. |
|  | | Framework  Start Date | 16/07/2019 |
|  | | Initial Framework Expiry Date | 10/06/2022 |
|  | | Framework  Optional  Extension  Period | Up to a maximum of one additional twelve month period |
|  | | Call-off  Procedure | * direct award – Lots 4 and 5 * further competition – All Lots   See Framework Schedule 7 (Call-off Award Procedure) |
|  | | Framework Incorporated Terms  (together these documents form the ‘the Framework Contract’) | The following documents are incorporated into the Framework Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:   1. This Framework Award Form 2. Any Framework Special Terms (see Section 10 ‘Framework Special Terms’ in this Framework Award Form) 3. Joint Schedule 1 (Definitions) RM6103 4. Joint Schedule 11 (Processing Data) RM6103 5. The following Schedules RM6103 (in equal order of precedence):    * Framework Schedule 1 (Specification)    * Framework Schedule 3 (Framework Prices)    * Framework Schedule 4 (Framework Management)    * Framework Schedule 5 (Management Charges and Information)    * Framework Schedule 6 (Order Form Template and Call-Off Schedules) including the following template Call-Off Schedules:   i) Lots 1, 2 and 3;   * + - Call-Off Schedule 1 (Transparency Reports)     - Call-Off Schedule 2 (Staff Transfer)     - Call-Off Schedule 3 (Continuous Improvement)     - Call-Off Schedule 4 (Call-Off Tender)     - Call-Off Schedule 5 (Pricing Details)     - Call-Off Schedule 6 (ICT Services)     - Call-Off Schedule 7 (Key Supplier Staff)     - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)     - Call-Off Schedule 9 (Security)     - Call-Off Schedule 10 (Exit Management)     - Call-Off Schedule 11 (Installation Works)     - Call-Off Schedule 12 (Clustering)     - Call-Off Schedule 13 (Implementation Plan and Testing)     - Call-Off Schedule 14 (Service Levels)     - Call-Off Schedule 15 (Call-Off Contract Management)     - Call-Off Schedule 16 (Benchmarking)     - Call-Off Schedule 17 (MOD Terms)     - Call-Off Schedule 18 (Background Checks)     - Call-Off Schedule 19 (Scottish Law)     - Call-Off Schedule 20 (Call-Off Specification)     - Call-Off Schedule 21 (Supplier-Furnished Terms)     - Call-Off Schedule 24 (Northern Ireland Law)     - Call-Off Schedule 30 (Financed Purchase Agreement)   ii) Lots 4 & 5   * + - Call-Off Schedule 3 (Continuous Improvement)     - Call-Off Schedule 4 (Call-Off Tender)     - Call-Off Schedule 11 (Installation Works)     - Call-Off Schedule 12 (Clustering)     - Call-Off Schedule 16 (Benchmarking)     - Call-Off Schedule 17 (MOD Terms)     - Call-Off Schedule 19 (Scottish Law)     - Call-Off Schedule 20 ( Call-Off Specification     - Call-Off Schedule 22 ( Contract Delivery)     - Call-Off Schedule 23 (Contract Management)     - Call-Off Schedule 24 ( Northern Ireland Law)     - Call-Off Schedule 30 ( Financed Purchase Agreement) * Framework Schedule 7 (Call-Off Award Procedure) * Framework Schedule 8 (Self Audit Certificate) * Framework Schedule 9 (Cyber Essentials Scheme) * Joint Schedule 2 (Variation Form) * Joint Schedule 3 (Insurance Requirements) * Joint Schedule 4 (Commercially Sensitive Information) * Joint Schedule 6 (Key Subcontractors) * Joint Schedule 7 (Financial Difficulties) * Joint Schedule 8 (Guarantee) * Joint Schedule 10 (Rectification Plan) * Joint Schedule 12 ( Supply Chain Visibility)  1. CCS Core Terms (version 3.05) 2. Joint Schedule 5 (Corporate Social Responsibility) RM6103 3. Framework Schedule 2 (Framework Tender) RM6103 as long as any part of the Framework Tender that offers a better commercial position for CCS or Buyers (as decided by CCS) take precedence over the documents above |
|  | | Framework Special Terms | |  |  | | --- | --- | | Special Term 1 | Core Terms Clause 2.6 – Delete the last sentence | | Special Term 2 | Core Terms Clause 3.2.2 – delete the Clause and replace with:  “All Goods provided by the Supplier will be:  (a) brand new and unused unless otherwise agreed by the Relevant Authority;  (b) sourced by the Supplier directly from the manufacturer or through a distribution channel approved by the manufacturer for purchase of the Goods within the UK; and  (c) registerable in the UK by Buyers with the manufacturer and eligible to receive support under any available direct manufacturer’s warranty. | | Special Term 3 | Core Terms Clause 3.2.11 - Delete the Clause and replace with:  “The Supplier shall provide product lifecycle information, including product roadmaps, on request of the Buyer. Where the Supplier becomes aware that Goods are to become End of Life, the Supplier shall use all reasonable endeavours to give the Buyer three (3) Months’ notice of this; in any event, the Supplier shall notify the Buyer when Goods are End of Life.” | | Special Term 4 | Add the following new Clause 3.2.13:  “The Supplier shall have access to a sufficient stock of spare devices that have been specified as business critical on the Order Form or elsewhere in the relevant Call-Off Contract to allow the Buyer to initiate business-critical swaps of faulty devices, or to address Dead On Arrival/Installation (DOA/DOI) business critical issues, with replacement by the same model and specification of device. Upon notification by the Buyer of the requirement for a business-critical swap or DOA/DOI business critical issue, the Supplier shall swap the device with a spare device within twenty-four (24) hours of the Buyer reporting the issue.  For the avoidance of doubt, the Buyer shall not Approve any DOA/DOI devices, and for the purposes of the Implementation Plan such Goods shall be deemed as not having been Delivered.” | | Special Term 5 | Add the following new Clause 3.2.14:  “The Supplier shall ensure:  \* it has access to a sufficient stock of spare components to undertake repairs to Goods in accordance with warranty requirements, and in any case to undertake required repairs within a reasonable time period; and  \* where Goods are repaired or replaced under warranty, the repaired or replaced Goods shall have either the remainder of the  original warranty period or where offered a full warranty period as if supplied as new under the Call-Off Contract” | | Special Term 6 | Add the following new Clause 3.2.15:  “In undertaking any repairs to the Goods, the Supplier shall not replace any parts or components of the Goods with parts  or components that are of lower quality or which are unsuitable for use in their designed purpose either by the Buyer or a  Replacement Supplier, prior to the expiry or termination of the Call-Off Contract (howsoever arising). “ | | Special Term 7 | Add the following new Clause 3.2.16:  “The Supplier confirms that where a Buyer has an in-house warranty provider or technical staff who undertake warranty repair  work, the Supplier shall work with the in-house warranty provider and/or technical staff to provide any required training to enable the  transfer of warranty repair work without cost or loss of service to the Buyer. Where this reduces the cost to the Supplier of providing  the warranty, the Supplier shall pass such cost savings on to the Buyer” | | Special Term 8 | Add new Clause 3.2.17:  “Where there is fault in any Goods which cannot be repaired, the Supplier shall ensure and procure that any data residing in any such Goods is removed or destroyed in  accordance with HMG Infosec Standard 5 Baseline, or as otherwise agreed with the Buyer, at no additional cost to the Buyer, prior to such Goods being returned  to any manufacturer or other third party for disposal” | | Special Term 9 | Add the following new Clause 3.2.18  “The Buyer has the sole option to remove and retain any hard drives or solid state drives prior to the return of Goods to the  Supplier at no additional cost to the Buyer.” | | Special Term 10 | Add the following new Clause 3.2.19:  “The Supplier shall make a stock of Test Devices, for the purpose of testing compatibility with a Buyer’s IT infrastructure, available to the Buyer as required. Test Devices shall be shipped to the Buyer’s nominated Site on request and at the Supplier’s expense. The Buyer shall return Test Devices to the Supplier in the same condition as initially provided to them by the Supplier (unless agreed otherwise between the Parties). Risk and ownership for any Test Devices shall remain with the Supplier.” | | Special Term 11 | Add the following new Clause 3.2.20:  “The Supplier shall where reasonably possible collate information on the failure rate of Goods such that it can trace failure rate by batch, principal reasons for failure, and by Buyer affected by Goods failure. This information will help the Supplier to identify situations of Endemic Failures. In the event of Endemic Failure of the Goods supplied, the Supplier shall inform the Buyer and the Buyer will have the right to reject all Goods in the affected batch and require their replacement by the Supplier at no cost to the Buyer and without prejudice to the Buyer’s right of remedies. Endemic Failure also triggers a material Default by the Supplier, entitling the Buyer to terminate the Call-Off Contract” | | Special Term 12 | Core Terms Clause 8.7 – Delete current text and replace with:  “The Supplier shall assign to the Buyer, or if it is unable to do so, shall (to the extent it is legally able to do so) hold on trust for the sole benefit of the Buyer, all warranties and indemnities provided by third parties in respect of the Deliverables. Where any such warranties are held on trust, the Supplier shall enforce such warranties in accordance with any reasonable directions that the Buyer may notify from time to time to the Supplier.” | | Special Term 13 | Core Terms Clause 10.3.2 Delete current text and replace with the following;  “Each Buyer has the right to terminate their Call-Off Contract at any time by giving the Supplier not less than the minimum period of notice specified in the Order Form. Under such circumstances the Buyer agrees to pay the Supplier’s reasonable and proven unavoidable Losses resulting from termination of the Call- Off Contract, provided that the Supplier takes all reasonable steps to minimise such Losses. The Supplier will give the Customer a fully itemised list of such Losses, with supporting evidence, to support their claim for payment.” | | Special Term 14 | Core Terms Clause 11.2 – amend “£5 million” to “£1 million” | | Special Term 15 | Core Terms Clause 14.1 - Delete the Clause and replace with:  “The Parties acknowledge that for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor unless otherwise specified in Joint Schedule 11 or Part D of Call-Off Schedule 23 where this is used.” | | Special Term 16 | Core Terms 14.5 – delete the Clause and replace with:  “The Supplier shall ensure that any system on which the Supplier holds any Government Data, including back-up data, is a secure system, and for Call-Off Contracts that it will comply with the relevant Buyer’s requirements in respect of Call-Off Schedule 9.” | | Special Term 17 | Core Terms Clause 24.2 – add the following additional text at the end of the Clause :  “If the Supplier needs resources other than those ordinarily used in the provision of the Service in order to complete an Impact Assessment requested by the Buyer, the Supplier must tell the Buyer before beginning the Impact Assessment. If the Buyer wants the Impact Assessment to go ahead, the Buyer shall pay any reasonable costs incurred by the Supplier in producing the Impact Assessment. To be clear, the Supplier will not be able to recover costs incurred during the Impact Assessment that the Buyer didn’t agree before the Impact Assessment began.” | | Special Term 18 | Core Terms - Add new Clause 36 “ Leasing, Loan and Hire Purchase”  36.1 In the event that a Buyer requires any of the Goods to be the subject of a lease, loan or hire purchase agreement (a “Financed Purchase Agreement”), the Buyer and the Supplier will discuss and jointly select a lessor/third party and will agree the terms of that Financed Purchase Agreement which shall be documented in Call-Off Schedule 30.  36.2 The Supplier shall provide such Goods in accordance with the provisions of this Contract and any Financed Purchase Agreement as agreed between the Buyer and the Supplier and any third party in relation to such lease, loan or hire to the Buyer.   The Supplier shall ensure that no act or omission by itself, any Supplier Staff or its sub-contractors in anyway invalidates or affects (including causing or being likely to cause the Buyer to breach) such terms and conditions.  36.3 Where any Goods are leased, loaned or hired from a third party either directly to the Buyer or via the Supplier (in which case the identity of the third party shall be disclosed to the Buyer), Clause 3.2.3 shall not apply, and title to such Goods shall remain with the lessor and risk shall be determined in accordance with any relevant Financed Purchase Agreement. | |
|  | | Framework Prices | Details in Framework Schedule 3 (Framework Prices) |
|  | | Insurance | Details in Annex of Joint Schedule 3 (Insurance Requirements). |
|  | | Cyber  Essentials Certification | Supplier to possess a current and valid Cyber Essentials Certificate at Framework Contract Commencement, or be able to demonstrate that its organisation meets the technical requirements specified by the Cyber Essentials scheme as set out at:  https://www.cyberstreetwise.com/cyberessentials/files/requirements.pdf |
|  | Management Charge | | The Supplier will pay, excluding VAT, 0.5% of all the Charges for the Deliverables invoiced to the Buyer under all Call-Off Contracts. |
|  | | Supplier  Framework  Manager | **Redacted** |
|  | | Supplier  Authorised Representative | **Redacted** |
|  | | Supplier  Compliance Officer | **Redacted** |
|  | | MI Officer | **Redacted** |
|  | | Supplier  Marketing Contact | **Redacted** |
|  | | Key Subcontractors | |  |  |  | | --- | --- | --- | | Name  (Registered name if registered) | Registration number  (if registered) | Role of the Sub-contractor | | **Redacted** | **Redacted** | **Redacted** | |
|  | | CCS  Authorised Representative | **Redacted** |

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