

**Framework**

**Award Form RM6279 – Food and Drink**

This Framework Award Form creates the Framework Contract RM6279 – Food and Drink. 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:  | **[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] |
|  |  |

 |
|  | **Framework Contract** | This framework contract between CCS and the Supplier allows the Supplier to be considered for Call-Off Contracts to supply the Deliverables.  This opportunity is advertised in the Contract Notice in the Find a Tender Service reference [**Insert** reference number] (FTS Contract Notice). |
|  | **Deliverables**  | The wholesale supply and delivery of food and drink. See Framework Schedule 1 (Specification) for further details.Service Period shall be: [TBC] |
|  | **Framework** **Start Date** | [**Insert** Day Month Year] |
|  | **Framework Expiry Date** | [**Insert** Day Month Year] [***Envisaged to be two years***] |
|  | **Framework****Optional****Extension****Period** | Two optional extensions each of 12 months.  |
|  | **Framework Managed Exit Period**  | a period of up to 12 months under which the terms of this Framework Contract shall be effective but no Call-Off Contracts shall be entered. |
|  | **Order****Procedure** | See Framework Schedule 7 (Call-off Award Procedure) |
|  | **Framework Incorporated Terms** (together these documents form the ‘Framework Contract’) | The following documents are incorporated into the Framework Contract. If the documents conflict, the following order of precedence applies:1. This Framework Award Form
2. The Framework Special Terms (see Section 10 ‘Framework Special Terms’ in this Framework Award Form)
3. Joint Schedule 1 (Definitions)
4. Joint Schedule 5 (Processing Data) RM6279
5. The following Schedules for RM6279 (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:
	* The Call-Off Special Terms and the following Call-Off Schedules
		+ Call-Off Schedule 1 (Clustering)
		+ Call-Off Schedule 2 (MOD Terms)
		+ Call-Off Schedule3 (Background Checks)
		+ Call-Off Schedule 4(Scottish Law)
		+ Call-Off Schedule 5 (Northern Ireland Law)
		+ Call-Off Schedule 6 (HMRC Terms)
		+ Call-Off Schedule 7 (Staff Transfer)
		+ Call-Off Schedule 8 (Corporate Resolution Planning)
* Framework Schedule 7 (Call-Off Award Procedure)
* Framework Schedule 8 (Corporate Social Responsibility)
* Framework Schedule 9 (Self Audit Certificate)
* Framework Schedule 10 (Cyber Essentials Scheme)
* Framework Schedule 11 (Transparency Reports)
* Framework Schedule 12 (Continuous Improvement)
* Framework Schedule 13 (Key Supplier Staff)
* Framework Schedule 14 (Business Continuity and Disaster Recovery)
* Framework Schedule 15 (Security)
* Joint Schedule 2 (Variation Form)
* Joint Schedule 3 (Insurance Requirements)
* Joint Schedule 4 (Commercially Sensitive Information)
* Joint Schedule 6 (Supply Chain Visibility)
* Joint Schedule 7 (Financial Difficulties)
* Joint Schedule 8 (Guarantee)
* Framework Schedule 20 (Rectification Plan)
* Framework Schedule 22 (Service Levels)
* Framework Schedule 23 (Key Subcontractors)
1. CCS Core Terms (version 3.0.11) (as amended)
2. Framework Schedule 2 (Framework Tender) as long as any part of the Framework Tender that offers a better commercial position for CCS or Buyers (as decided by CCS) takes precedence over the documents above
 |
|  | **Framework Special Terms** | See Annex 1 (Framework Contract Special Terms) |
|  | **Framework Prices**  | Details in Framework Schedule 3 (Framework Prices) |
|  | **Insurance** | Details in Annex of Joint Schedule 3 (Insurance Requirements) |
|  | **Cyber** **Essentials Certification** | Cyber Essentials Scheme [Basic / Plus] Certificate (or equivalent). Details in Framework Schedule 10 (Cyber Essentials Scheme) |
|  | **Management Charge** | The Supplier will pay, excluding VAT, **[Insert** Management Charge] % of all the Charges for the Deliverables (excluding Charges in respect of BUL Supplier Goods) invoiced to the Buyer under all Call-Off Contracts. |
|  | **Supplier** **Framework****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] |
|  | **Data Protection Liability Cap** | [ ] |
|  | **Supplier** **Marketing Contact** | [**Insert** name][**Insert** job title][**Insert** email address][**Insert** phone number] |
|  | **Key Subcontractors** | [ ] |
|  | **CCS** **Authorised Representative** | **[Insert** name]**[Insert** job title]**[Insert** email address]**[Insert** phone number] |
|  | **Key Supplier Staff** |  |

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

**ANNEX 1**

**FRAMEWORK CONTRACT SPECIAL TERMS**

1. **Portal**
	1. The Supplier shall from the date of this Framework Contract and for its duration provide the Portal in accordance with Framework Schedule 1 (Specification).
	2. For the duration of this Framework Contract, and any Framework Managed Exit Period only, CCS grants the Supplier a revocable, non-sublicensable licence to use CCS’ logo, as provided by CCS to the Supplier, strictly in accordance with any brand guidelines or other instructions provided by CCS solely for the purpose of co-branding the Portal in accordance with Framework Schedule 1 (Specification).
	3. The Supplier shall be responsible for maintaining, updating, developing, configuration and hosting of the Portal. In providing the Portal, the Supplier shall:
		1. ensure that the Portal is available for use by CCS and the Buyers in accordance with any Service Levels.
		2. ensure that all data generated by the Portal is accurate in all material respects.
		3. ensure that the provision of the Portal is compliant with any requirements contained with Framework Schedule 15 (Security);
		4. co-operate with the Authority in all matters relating to the Portal and comply with all reasonable instructions of the Authority; and

* + 1. act with the best care, skill and diligence in accordance with best practice in the Supplier’s industry, profession or trade;
		2. use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled in accordance with this Framework Contract;
		3. ensure that the Portal will confirm with all descriptions, standards and specifications set out in Framework Schedule 1 (Specification), and that the Portal shall be fit for any purpose CCS expressly or impliedly makes known to the Supplier;
		4. use the best quality standards and techniques, and ensure that the Portal will be free from defects in workmanship and design;
		5. notify CCS and all Buyers if it intends to carry out any maintenance work on the Portal of the date, time and length of downtime in advance of any maintenance starting, and conduct any such maintenance outside of Working Hours; and

* + 1. comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply from time to time to the provision of the Portal.
	1. The Supplier grants or shall procure the grant to CCS a non-exclusive, transferable, royalty-free, irrevocable licence to access and use the Portal to the extent necessary to enable CCS to enjoy the benefit of and exercise its rights under this Framework Agreement.
	2. The Supplier shall ensure that all Buyers who enter a Call-Off Contract under this Framework Contract shall be promptly granted access to the Portal, such access to be maintained and delivered in accordance with the requirements set out in set out in Framework Schedule 1 (Specification) and the relevant Call-Off Contract.
	3. The Supplier shall provide the Buyer Service Support(as more particularly described in [paragraph [10]] of Framework Schedule 1 (Specification) subject to the Service Levels for the benefit of the Authority and Buyers who enter into Call-Off Contracts pursuant to this Framework Contract.
1. **Framework Implementation and Managed Exit Period**

**Implementation**

* 1. Within twenty (20) Working Days of the Framework Start Date, the Supplier shall provide to CCS an implementation plan setting out it’s proposed deliverables and milestones required so that they can commence the onboarding of Buyers in accordance with Framework Schedule 1 (Specification), and the delivery of Deliverables to Buyers in accordance with the Call-Off Contract terms (“**Operational Commencement**”). The draft implementation plan shall:
		1. set out any detail reasonably requested by CCS;
		2. set out milestone dates by which by which implementation deliverables are to be completed (“**Milestone Date(s)**”), including a final milestone date by which all implementation activities will be completed in readiness for Operational Commencement (“**Operational Milestone Date**”);
		3. shall take into account any dependencies known to the Supplier.

(the “**Implementation Plan**”)

* 1. CCS and the Buyer shall use reasonable endeavours to agree the content of the draft implementation plan in good faith within twenty (20) Working Days of receipt. If CCS and the Buyer are unable to agree the Implementation Plan, then the matter shall be referred by the parties to the Dispute Resolution Procedure.
	2. The Supplier shall complete all implementation deliverables to the reasonable satisfaction of CCS by the relevant Milestone Date and shall monitor and report its performance against the Implementation Plan requirements.
	3. The Supplier agrees and acknowledges that it shall not be able to onboard any Buyer (as the same is described in Framework Schedule 1 (Specification)) or commence the delivery of Goods to any Buyer, until it has achieved the Operational Milestone Date to the reasonable satisfaction of CCS.

**Managed Exit Period**

* 1. CCS may upon giving notice to the Supplier, require at the Framework Expiry Date, or at the end of either Framework Optional Extension Period, the Supplier to enter a Framework Managed Exit Period for the purposes of the continued provision Deliverables to Buyers during the remaining term of any Call-Off Contracts in place on Framework Expiry Date or if later the final day of either Framework Optional Extension Period.
	2. During the Framework Managed Exit Period, the Parties shall continue to comply with the terms of this Framework Contract, and its Schedules, but shall not accept any new Call-Off Contract from a Buyer during such Framework Managed Exit Period, and the provisions of the Core Terms shall be construed accordingly.
1. **Indemnity**
	1. The Supplier acknowledges and warrants that it is solely responsible for compliance with General Food Law as it is applicable in each and every respect to this Framework Contract, each Call-Off Contract and any Deliverables supplied in connection with either. For the avoidance of doubt, CCS, nor any Buyer, is responsible or liable (in whole or in part) for such compliance.
	2. The Supplier shall indemnify CCS against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by CCS arising out of or in connection with:
		1. any claim, investigation, inquiry or proceedings (threatened or actual) made or issued against CCS arising out of or in connection with General Food Law in connection with this Framework Contract, a Call-Off Contract or Deliverables provided in connection with either whether brought during or following the Framework Contract Period.
	3. This indemnity shall apply whether or not the Supplier has been negligent or at fault.
	4. If any third party makes a claim, or notifies an intention to make a claim, against CCS which may reasonably be considered likely to give rise to a liability under this indemnity (“**Claim**”), CCS shall:
		1. as soon as reasonably practicable, give written notice of the Claim to the Supplier, specifying the nature of the Claim in reasonable detail;
		2. not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Supplier (such consent not to be unreasonably conditioned, withheld or delayed), provided that CCS may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the Supplier, but without obtaining the Supplier's consent) if CCS believes that failure to settle the Claim would be prejudicial to it in any material respect;
		3. give the Supplier access at reasonable times (on reasonable prior notice) to any strictly and objectively relevant assets, accounts, documents and records within the power or control of CCS, provided that doing so would not be prejudicial to the interests of CCS, so as to enable the Supplier and its professional advisers to examine them and to take copies for the purpose of assessing the Claim; and
		4. subject to the Supplier providing security to CCS to CCS's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, take such action as the Supplier may reasonably and proportionately request to avoid, dispute, compromise or defend the Claim, provided that doing so would not be deemed by CCS to be prejudicial to its own interests.
	5. The parties’ agree and acknowledge that this clause 3 shall survive the Framework Contract Period.
2. **Amendments to the Core Terms**
	1. For the purpose of this Call-Off Contract the Core Terms shall be read as being amended as follows.
	2. Core Term 2.4 shall be deleted and replaced with:

“*2.4 If the Buyer decides to buy Deliverables under the Framework Contract it may:*

*2.4.1 where the Buyer requires the provision of Goods (including BUL Supplier Goods), and the conditions in paragraph 1.5 of Framework Schedule 7 apply, use Framework Schedule 7 (Call-Off Award Procedure), and state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules. The Buyer may not make changes to these Core Terms or the Call-Off Special Terms. To the extent permitted by and in accordance with the Regulations, the Buyer can:*

 *2.4.1.1 include optional template Call-Off Schedules; and*

*2.4.1.2 request Buyer Unique Lines in accordance with the Call-Off Special Terms;*

*2.4.1.3 make a request for quotation in accordance with the Call-Off Special Terms*

* 1. Core Term 2.5 shall be deleted and replaced with:

“*2.5 Each Call-Off Contract:*

 *(a) is a separate Contract from the Framework Contract;*

 *(b) is between a Supplier and a Buyer;*

*(c) incorporates the documents set out in the Order Form*

*(d) shall have a term of up to one year and shall subject to Core Term 10.1.3 survive the termination of the Framework Contract;*

* 1. Core Terms 3.2.1 shall be deleted and replaced with:

“*All Deliverables delivered must meet the requirements of the Specification, any Portal Order and the Call-Off Special Terms.*”

* 1. Core Term 3.2.4 shall be deleted and replaced with:

“*Risk in the Goods transfers to the Buyer on Delivery of the Goods or other Deliverables, but remains with the Supplier if the Buyer rejects Goods in accordance with Special Term 7 of the Call-Off Special Terms.*”

* 1. Core Term 3.2.5 shall be amended so that “*and that all Goods are free from any third party liens, claims, charges, interests or other encumbrances”* is added to the end of the text (following the words “*transfer of ownership*”).
	2. Core Term 3.2.11 shall be deleted and replaced with: *“NOT USED”.*
	3. In Core Term 4.1 the words “*the Order Form*” shall be deleted and replaced with “*accordance with Special Term 10 of the Call-Off Special Terms and the Buyer shall pay the Supplier in accordance with Special Term 13 of the Call-Off Special Terms. All Charges (save for any Buyer Unique Lines) shall be inclusive of all costs of the Supplier including, without limitation operating the Portal, storage, distribution and taxes (inclusive of VAT).*”
	4. Core Term 4.9 shall be deleted and replaced with *“NOT USED*”..
	5. Core Term 4.10 shall be deleted and replaced with *“NOT USED*”.
	6. Core Term 5.1(c) shall be amended so that “*(provided always that the Goods continue to meet the requirements of the Call-Off Contract Special Terms and the Specification at the new time of Delivery)*” is added to the end of text (after the words “*needed to make the Delivery*”.
	7. In Core Term 5.2(a) reference to “*10 Working Days*” shall be replaced with “*1 Working Day*”.
	8. Core Term 6.6, , shall be deleted and replaced with:

“*If the Supplier is not providing any of the Deliverables, or is unable to provide them, then (subject to Call-off Special Term 5.8 in respect of any Goods), it must immediately:*

*(a) tell the Relevant Authority and give reasons;*

*(b) propose corrective action; and*

*(c) provide a deadline for completing the corrective action.*”

* 1. Core Term 7.4 shall be amended so that “*, upon request by the Buyer*” is inserted between the words “*must*” and “*provide*”.
	2. Core Term 8.7 shall be amended so that “*CCS and*” is inserted between the words “*Buyer’s*” and “*benefit*”.
	3. Core Term 9.1 shall be amended so that “*CCS and*” is inserted between the words “*gives*” and “*the Buyer*”.
	4. Core Term 10.1.1 shall be deleted and replaced with:

“*10.1.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if:*

*10.1.1.1 required by Law; or*

*10.1.1.2 the Framework Contract ends and the Buyer elects to terminate the Contract in accordance with Core Term 10.4.3(e).”*

* 1. Core Term 10.1.2 shall be deleted and replaced with:

*“CCS may extend the Framework Agreement in accordance with the terms of the Framework Order Form. A Buyer may not extend the terms of a Call-Off Contract.”*

* 1. A new Core Term 10.1.3 shall be added as follows:

*“In the event that the Framework Contract is terminated, the Buyer may terminate the Contract in accordance with Core Term 10.4.3(e). If the Buyer chooses not to so terminate the Contract, the Contract shall continue on its terms until its expiry, provided that the Buyer agrees and acknowledges that for such period:*

*10.1.3.1 Core Line Items shall become Non-Core Line Items for such remaining Call-Off Contract Period, and the prices for Non-Core Line Items shall be the prices for such Goods that are available to the wider market from the Supplier from time to time, as amended from time to time by the Supplier to reflect changes in market pricing for such Goods;*

*10.1.3.2 Any Buyer Unique Lines shall continue to be provided in accordance with the terms, and at the prices set between the Buyer and the Supplier under the Special Terms.*

*10.1.3.3 Service Levels shall cease to apply to the provision of Deliverables under the Call-Off Contract, but this shall be without prejudice to any other rights and remedies the Buyer may have under the terms of the Call-Off Contract. ”*

* 1. A new Core Term 10.3.1 shall be added as follows:

“*If there is a Default, the Supplier shall, without prejudice to any other rights of the Relevant Authority, at its own cost, take such steps as are reasonably required to rectify the Default as soon as possible and shall notify the Relevant Authority of such actions.”*

* 1. A new Core Term 10.3.1 A shall be added as follows:

“*Notwithstanding clause 10.3.1, in the event of any Default (of the Framework Contract or of any Call-Off Contract) CCS may, without limiting its other rights, (or any other rights of any other Relevant Authority), request that the Supplier provide a Rectification Plan, within 10 working days.*”

* 1. Core Term 10.4(g) shall be amended so that “*/ Service Levels in Framework Schedule 22 (Service Levels)*” is added to the end (following the words “*(Framework Management)*”.
	2. Core Term 10.4.1(j) shall be deleted and replaced with:

*“the Supplier or it’s Affiliates embarrass or bring CCS or the Buyer into disrepute or if CCS or the Buyer is of the reasonable opinion that public trust in the Deliverables is deteriorated such that continued engagement with the Supplier would diminish the public trust in them.”*

* 1. A new Core Term 10.4.3 (e) shall be added:

*“the Framework Agreement expires or is terminated by CCS in accordance with its terms.”*

* 1. Core Term 10.5 shall be deleted and replaced with:

“*The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Supplier has in accordance with Call-Off Contract Special Term 3.5 or 3.6 suspended the Buyer from the Portal or from placing Portal Orders, and such suspension continues for reason of non-payment of undisputed sums for a period of thirty (30) days.*”

* 1. Core Term 10.6.1(a) shall be deleted and replaced with:

“*Subject to Special Term 15, the Buyer’s payment obligations under the terminated Contract stop immediately;*”

* 1. A new Core Term 10.6.1(e) shall be added as follows:

“*except where the Framework Contract or a Call-Off Contract provides otherwise, all licenses and authorisations provided by the Buyer or CCS to the Supplier in relation to the Deliverables shall be terminated with immediate effect;*”

* 1. A new Core Term 10.6.1(f) shall be added as follows:

“*the Supplier shall promptly provide copies of any data stored on the Portal in connection with the provision of the Deliverables as reasonably requested by CCS or the Buyer;*”

* 1. Pre-existing Core Terms 10.6.1(e) and (f) shall be renumbered to 10.6.1(g) and (h) respectively.
	2. A new Core Term 10.6.1(i) shall be added as follows:

“*The parties shall comply with Special Term 13 in connection with any Portal Orders placed prior to termination and any BUL Goods.*”

* 1. Core Term 10.6.3(b) shall be amended so that “*(based on Portal Orders placed but not yet invoiced)*” is inserted between the words “*Supplier*” and “*if the Contract had not been terminated.*”
	2. The pre-existing Core Term 10.6.5 shall be renumbered to 10.6.6.

* 1. A new Core Term 10.6.5 shall be inserted as follows:

“*10.6.5 Assisting re-competition for Deliverables*

*10.6.5.1 The Supplier shall on reasonable notice provide to CCS or the Buyer and/or it’s potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings) such information, and co-operation (including any access) as CCS or the Buyer shall reasonably require in order to facilitate the preparation by CCS or the Buyer of any invitation to tender and/or to facilitate any potential Replacement Supplier’s undertaking due diligence (the “Exit Information”).*

*10.6.5.2 The Supplier acknowledges that CCS or the Buyer may disclose the Supplier’s Confidential Information (excluding the Supplier’s or its Subcontractors’ prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.*

*10.6.5.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the CCS or the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult CCS or the Buyer in relation to any such changes).*

*10.6.5.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.*

*10.6.5.5 In addition to the above, the Supplier shall develop, maintain and implement an exit plan for the benefit of the Buyer in accordance with the requirements of Framework Schedule 1 (Specification)*”

* 1. Core Term 10.8 shall be deleted and replaced with:

“*10.8 Subcontracting*

*10.8.1 The Supplier shall be entitled to sub-contract its obligations under a Call-Off Contract to Key Sub-Contractors, in accordance with the terms of Framework Schedule 23 (Key Subcontractors), provided always that it complies with the terms of Framework Schedule 23 (Key Sub-Contractors), and Joint Schedule 6 (Supply Chain Visibility) in relation to any such sub-contracting.*

*10.8.2 At CCS request the Supplier must terminate any Subcontracts in any of the following events:*

*10.8.2.1 there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;*

*10.8.2.2 the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4;*

*10.8.2.3 a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in CCS or any Buyer.*

*10.*8.3 *The Supplier shall ensure that its agreements with Subcontractors and Supply Chain Manufacturers (including without limitation BUL Suppliers) shall contain terms no less onerous than those contained in this Call-Off Contract.”*

“

* 1. The reference in Core Term 11.5 to “Call-Off Schedule 2 (Staff Transfer) shall be deleted and be replaced with a reference to Call-Off Schedule 7 (Staff Transfer).”
	2. The pre-existing Core Term 11.9 shall be renumbered 11.11.