

**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.

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|  | 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 number: | [Redacted] | |
|  | Framework Contract | This framework contract between CCS and the Supplier allows the Supplier to be considered for Call-off Contracts to supply the Deliverables in Lot(s) 1,2 or 3. You cannot deliver in any other Lot under this contract. Any references made to other Lots in this contract do not apply.  This opportunity is advertised in the Contract Notice in the Official Journal of the European Union reference 2019/S 224-549776 (OJEU Contract Notice). |
|  | Deliverables | Crown Commercial Service (CCS) is seeking to establish a Framework Agreement for the provision of Communication Performance Audit & Analysis Services for the Cabinet Office and all UK Central Government and the Wider Public Sector Buyers identified at Section VI.3) of the contract notice.  This Framework will provide an independent performance, assurance and auditing function assessing services provided against Call-Off Contracts which have been established by Buyers under Campaign Solutions, Communication Services, Research Marketplace and Media Buying Frameworks. This agreement is to further provide a vehicle whereby Buyers can fulfil the requirements of any non-CCS agreements.  See Framework Schedule 1 (Specification) for further details. |
|  | Framework  Start Date | 09/03/2020 |
|  | Framework Expiry Date | 08/03/2024 |
|  | Framework  Optional  Extension  Period | The framework term is for an initial period of 3 years, with the option to extend for a further 12 month period and executed at the discretion of CCS. |
|  | Order  Procedure | Lot 1 and Lot 2   * Direct award.   Lot 3   * Direct award * Further competition.   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 these 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) RM6135 4. Joint Schedule 11 (Processing Data) RM6135 5. The following Schedules for RM6135:    * 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:      + 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 (Northern Ireland Law)  * 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 9 (Minimum Standards of Reliability) * Joint Schedule 10 (Rectification Plan) * Joint Schedule 12 (Supply Chain Visibility)  1. CCS Core Terms (version 3.0.7) 2. Joint Schedule 5 (Corporate Social Responsibility) RM6135 3. Framework Schedule 2 (Framework Tender) RM6135 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 - amend Core Terms Clause 2.7 to read as follows:  "The Supplier acknowledges it has all the information required to enter into its obligations under the Framework Contract. The information required by the Supplier to perform its obligations under individual call-off contracts shall be agreed by the Buyer and the Supplier before they enter into the relevant Call-Off Contract." |
| Special Term 2 - amend Core terms Clause 9.2 to read as follows;  "Any new IPR created under a Call-Off contract is owned by the Buyer. The Buyer gives:  i. the Supplier a licence to use any Existing IPR and New IPR for the purposes of fulfilling its obligations during the Contract Period; and  ii. CCS a perpetual, irrevocable licence to use any New IPR for its own business purposes." |
|  | 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 Certificate (or equivalent). Details in Framework Schedule 9 (Cyber Essentials Scheme). |
|  | Management Charge | The Supplier will pay, excluding VAT, **1%** of all the Charges for the Deliverables invoiced to the Client (i.e. Buyer) under all Call-Off Contracts.  The Supplier will also pay, excluding VAT, an additional **1%** of all the Charges for the Deliverables invoiced to Central Government Clients (i.e. Buyers) under all Call-Off Contracts, which will be passed through to Government Communications Service (GCS)".  Please note:  The CCS Management Charge is a Supplier charge and is not passed on to the Buyer.  The GCS Management Charge is for Central Government Bodies, including departments, ALBs, NDPBs and Executive Agencies. The GCS Management Charge is paid by the Buyer and should be added to the total net value of quotes and invoices. |
|  | Supplier  Framework  Manager | [Redacted]  [Redacted]  [Redacted]  [Redacted] |
|  | Supplier  Authorised Representative | [Redacted]  [Redacted]  [Redacted]  [Redacted] |
|  | Supplier  Compliance Officer | [Redacted]  [Redacted]  [Redacted]  [Redacted] |
|  | Supplier Data Protection  Officer | [Redacted]  [Redacted]  [Redacted]  [Redacted] |
|  | Supplier  Marketing Contact | [Redacted]  [Redacted]  [Redacted]  [Redacted] |
|  | Key Subcontractors | **Key Subcontractor 1**  Name - [Redacted]  Registration number -[Redacted]  Role of Subcontractor - [Redacted]  **Key Subcontractor 2**  Name – [Redacted]  Registration Number – [Redacted]  Role of Subcontractor [Redacted] |
|  | CCS  Authorised Representative | Category Manager Media  Info@crowncommercial.gov.uk  01603 704753 |

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