

**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 Deliverables within the scope set by Framework Schedule 1 (Specification).  This opportunity is advertised in the Contract Notice in the Official Journal of the European Union reference 2020/S 118-287889 (OJEU Contract Notice). |
|  | Deliverables | See Framework Schedule 1 (Specification) for further details. |
|  | Framework  Start Date | 19th November 2020 |
|  | Framework Expiry Date | 18th November 2024 |
|  | Framework  Optional  Extension  Period | The framework term is for an initial period of 24 months, with the option to extend by 2 further periods of 12 consecutive months, up to 18th November 2024 |
|  | Order  Procedure | Direct Award  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) RM6147 4. Joint Schedule 11 (Processing Data) RM6147 5. The following Schedules for RM6147 (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:      + Call-Off Schedule 1 (Transparency Reports)      + Call-Off Schedule 5 (Pricing Details)      + Call-Off Schedule 6 (ICT Services)      + Call-Off Schedule 7 (Key Supplier Staff)      + Call-Off Schedule 9 (Security)      + 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 17 (MOD Terms)      + Call-Off Schedule 18 (Background Checks)      + Call-Off Schedule 19 (Scottish Law)      + Call-Off Schedule 21 ( Northern Ireland Law)      + Call-Off Schedule 22 (Lease Terms)      + Call-Off Schedule 23 (Optional Provisions)  * 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)  1. CCS Core Terms (version 3.0.8) 2. Joint Schedule 5 (Corporate Social Responsibility) RM6147 3. Framework Schedule 2 (RM6147) 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 2.4 – Delete the fourth bullet point. |
| Special Term 2 – Core Terms Clause 3.1.1 – add the following additional bullet point;  “That meet the Test Success Criteria” |
| Special Term 3 Core Terms Clause 3.2.1 – add the following additional sentence;  “The relevant Buyer must agree in writing to supply of Goods that are not new.” |
| Special Term 4 - Core Terms Clause 3.2.2 – delete the Clause and replace with:  The supplier warrants that all Goods "    \*          are sourced directly from the manufacturer or an authorised reseller and;  \*          are sold by manufacturer or with its consent within the UK and the European Economic Area ;  \*          where necessary are accompanied by a valid software license ;  \*          are eligible for manufacturer’s warranty ;  \*          are eligible for manufacturer’s support services and;  \*          will be reported back to manufacturer as sold to the relevant Buyer. |
| Special Term 5 - Add the following new Clause 3.2.13:  “The Buyer shall have the right to require that the Deliverables be subjected to the Tests specified in the Order Form.  The Supplier shall ensure the Deliverables are available for Testing at the start of the scheduled Test Period, and the Tests shall be carried out during the scheduled Test Period.  The Party conducting the Tests will record them as successful and inform the other Party accordingly where the Test Success Criteria are met by the end of the Test Period.  The Party conducting the Tests will record them as unsuccessful and inform the other Party accordingly where the Test Success Criteria are not met by the end of the scheduled Test Period.  Without prejudice to Clauses 5 and 20 of the Core Terms, where the Test Success Criteria are not met within the scheduled Test Period the Buyer shall have the right either;   * to direct the Supplier to correct the issues that resulted in failure to satisfy the Test Success Criteria, and to resubmit the relevant Deliverables for Testing   or;   * to notify the Supplier that testing has been satisfactorily completed subject to rectification of outstanding issues within a period specified by the Buyer. Failure to rectify the relevant issues within the period specified shall be a material Default   or;   * to reject the relevant Deliverables and to invoke Clause 3.2.12   or;   * to reject the relevant Deliverables treating this as a material default and invoking the Buyer’s termination right under Clause 10.4.1” |
| Special Term 6 - 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 7 - 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 8 - 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 9 - 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 10 - 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.” |
| Special Term 11 – Add the following new Clause 3.2.19:  “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 – amend the text to read as follows;  “Each Buyer has the right to terminate their Call-Off Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if it’s terminated Clause 10.5.2 to 10.5.7 applies and for the avoidance of doubt the Buyer shall be liable for the Supplier’s reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.” |
| Special Term 14 - Core Terms Clause 10.9 – Add the following new sub-clause 10.9  10.9 Supplier Financial Stability  If during the Framework Contract Period (including any Framework Extension Framework Period) the Dun & Bradstreet Failure Rating score for the Supplier, or where the Supplier has provide a Framework Guarantee, that of the Framework Guarantor, falls below that at point of award of the Framework Contract by more than 10%, CCS reserves the right to immediately suspend the Supplier’s appointment to this Framework Contract. Such suspension will remain in force until either i) the Supplier’s or Framework Guarantor’s Dun & Bradstreet score is restored to or above the score at the point of Framework Contract award or ii) the Supplier has provided assurance of its/the Framework Guarantor’s continuing financial stability to the reasonable satisfaction of CCS. |
| Special Term 15 - Core Terms Clause 11.2 – amend “£5 million” to “£100,000” |
|  | 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 Scheme Certificate in accordance with the RM6147 Framework procurement documentation before execution of the first Call-Off Contract awarded hereunder.  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 Buyer under all Call-Off Contracts. |
|  | Data Protection Liability Cap | £10,000,000 |
|  | 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 | [REDACTED] |
|  | CCS  Authorised Representative | [REDACTED]  [REDACTED]  [REDACTED]  [REDACTED] |

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