

**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] |
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|  | 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 [REDACTED]. This opportunity is advertised in the Contract Notice in the Official Journal of the European Union reference RM6134 (OJEU Contract Notice). |
|  | Deliverables  | See Framework Schedule 1 (Specification) for further details. |
|  | Framework Start Date | 01/06/2020 |
|  | Framework Expiry Date | 31/05/2022 |
|  | FrameworkOptionalExtensionPeriod | The framework may be extended by up to two (2) twelve-month periods. |
|  | OrderProcedure | * 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) RM6134
4. Joint Schedule 11 (Processing Data) RM6134
5. The following Schedules for RM6134 (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 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 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 10 (Rectification Plan)
* Joint Schedule 12 (Supply Chain Visibility)
1. CCS Core Terms (version 3.0.7)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6134
3. Framework Schedule 2 (Framework Tender) RM6134 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
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|  | Framework Special Terms | **Special Term 1** – Core Terms Clause 11.51.    Clause 11.5 of the CCS Core Terms is varied with deletions marked as strikeout and insertions underlined as follows:“*11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3, 9.5, or 12.2 ~~or 14.8~~ or Call-Off Schedule 2 (Staff Transfer) of a Contract.”*2.    In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed £10 million    |
|  | Framework Prices  | Details in Framework Schedule 3 (Framework Prices) [REDACTED] |
|  | 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, [REDACTED]% of all the Charges for the Deliverables invoiced to the Buyer under all Call-Off Contracts.The Supplier will note that the Management Charge will apply in the following way:1. All Charges for Deliverables invoiced to Buyers in respect of a Call-off-Contract will be charged at [REDACTED]%. This charge is in consideration of the management and administration of this Framework Agreement. The Supplier shall not pass this charge through to the Buyer.
2. All Charges for Deliverables invoiced from Buyers who are Central Government Bodies, including departments ALBs, NDPBs and Executive Agencies, will be charged. This charge is payable by the Buyer to the Supplier on behalf of CCS. CCS will collect this [REDACTED] % charge on behalf of Government Communications Service (GCS). The Supplier should add this charge to their charges for all Deliverables invoiced to Central Government Buyers.
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|  | Supplier FrameworkManager | [REDACTED] |
|  | Supplier Authorised Representative | [REDACTED] |
|  | Supplier Compliance Officer | [REDACTED] |
|  | Supplier Data Protection Officer | [REDACTED] |
|  | Supplier Marketing Contact | [REDACTED] |
|  | Key Subcontractors | **Key Subcontractor** [REDACTED] |
|  | CCS Authorised Representative | [REDACTED] |

|  |  |
| --- | --- |
| **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] |