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This Framework Award Form creates the Framework Contract **RM6325 Payment Acceptance 2**. 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:  | **[Supplier Name]** |
| --- | --- |
| Address:  | **[Supplier Address]** |
| Registration number:  | **[Supplier Registration Number]** |
| SID4GOV ID: | **[Supplier SID4GOV ID]** |
|  |  |

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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 **[Lot]** 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 2023-042615 (OJEU Contract Notice). |
|  | **Deliverables**  | **Lot 1 – Face to Face (Cardholder Present) & Card Not Present (CNP) Card Acquiring, Gateway & Alternative Payment Method (APM) Services:** A multi-Supplier Lot across all UK public sector bodies to provide services including as a minimum:* the provision of Merchant Card Acquiring Services, to facilitate the receipt, transfer and accounting of incoming domestic and foreign payment streams, from the Payer, from traditional, new and existing payment cards, to Buyers to facilitate Face to Face and CNP Transactions;
* The provision of Merchant Card Acquiring Equipment, to facilitate the receipt, transfer and accounting of incoming domestic and foreign payment streams, from the Payer, from traditional, new and existing payment cards, to Buyers to facilitate Cardholder Present and Cardholder Not Present Transactions;
* the provision of Payment Gateway Services, to facilitate the receipt, transfer and accounting of incoming domestic and foreign payment streams, including e-Commerce online payments, from the Payer, from payment cards and from Alternative Payment Methods (APMs), to Buyers; and
* the provision of Fraud and Risk Management core Services, Standard Online and Mobile Card Security Services and Transactional Payment Risk Management.

**Lot 2 – Acquiring and Merchant Equipment Services:** A multi-Supplier Lot across all UK public sector bodies to provide one of Acquiring or Merchant Equipment Services:* the provision of Merchant Card Acquiring Services, to facilitate the receipt, transfer and accounting of incoming domestic and foreign payment streams, from the Payer, from traditional, new and existing payment cards, to Buyers to facilitate CNP Transactions;
* the provision of Merchant Card Acquiring Equipment, to facilitate the receipt, transfer and accounting of incoming domestic and foreign payment streams, from the Payer, from traditional, new and existing payment cards, to Buyers to facilitate Cardholder Present and Cardholder Not Present Transactions; and
* the provision of Fraud and Risk Management core Services, Standard Online and Mobile Card Security Services and Transactional Payment Risk Management.

**Lot 3 – Payment Consultancy Services:** A multi-Supplier Lot across all UK public sector bodies to provide services including as a minimum:Specialist Payment Acceptance and Payment Issuance Consultancy Services throughout the United Kingdom to Contracting Authorities to help Central Government (CG) and the Wider Public Sector (WPS) customers define their payment requirements, their scope and intended outcomes. Making it easier to scope their requirements for further competitions in a clear and transparent way.See Framework Schedule 1 (Specification) for further details. |
|  | **Framework** **Start Date** | 19/12/2023 |
|  | **Framework Expiry Date** | 18/12/2027 |
|  | **Framework****Optional****Extension****Period** | No optional extension available. |
|  | **Order****Procedure** | * 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) RM6325 Payment Acceptance 2
4. Joint Schedule 11 (Processing Data) RM6325 Payment Acceptance 2
5. The following Schedules for RM6325 Payment Acceptance 2 (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 **Not Used**
		+ 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 **Not used**
		+ 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)
		+ Call-Off Schedule 22 **Not Used**
		+ Call-Off Schedule 23 (HMRC Terms)
		+ Call-Off Schedule 24 (Payment and Related Services Terms) inc Part 1
		+ Call-Off Schedule 24 Part 2 Section 1 (Acquiring Services Terms)
		+ Call-Off Schedule 24 Part 2 Section 2 (Payment Equipment Terms)
		+ Call-Off Schedule 24 Part 2 Section 3 (Gateway Services Terms)
		+ Call-Off Schedule 24 Part 2 Section 4 (Fraud Services Terms)
		+ Call-Off Schedule 24 Part 2 Section 5 (PISP Services Terms)
* Framework Schedule 7 (Call-Off Award Procedure)
* Framework Schedule 8 (Self Audit Certificate)
* Framework Schedule 9 (Cyber Essentials Scheme)
* Framework Schedule 10 (ISO 27001 or equivalent)
* 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 11 (Processing Data)
* Joint Schedule 12 (Supply Chain Visibility)
1. CCS Core Terms (version 3.0.7)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6325 Payment Acceptance 2
3. Framework Schedule 2 (Framework Tender) RM6325 Payment Acceptance 2 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** | To the extent the Supplier is permitted to do so under applicable Law, the Supplier shall promptly notify CCS and each Buyer in the event that it becomes aware that it is under investigation by any Card Scheme or Regulatory Body (each as defined in Call-Off Schedule 24 Part 1 (Payment and Related Services Terms)).In the event that the Supplier provides such notification to CCS and/or any Buyer and/or CCS and/or any Buyer becomes aware that the Supplier is under investigation by any Card Scheme or Regulatory Body and notifies the Supplier of the same, then the Supplier acknowledges and agrees:1. that, to the extent the Supplier is permitted to do so under applicable Law, it shall provide detailed and accurate written updates to CCS and any Buyer on the progress and status of such investigation on at least a monthly basis and promptly whenever requested by CCS and/or any Buyer;
2. that, each written update provided to CCS and any Buyer pursuant to Framework Special Term (1) above shall contain such detail as reasonably required by CCS and/or any Buyer (which shall include, but shall not be limited to, accurate details of the progress and status of the investigation, the potential impact on CCS, the Supplier, any Buyer and the Services, the next steps or outcome of the investigation, any appeals process, any remediation activity being carried out by or on behalf of the Supplier, the status of any remediation activity and any expected timings and milestones affecting the investigation, the outcome, any appeals process and any remediation activity);
3. that, when performing its obligations under Framework Special Term (2) above, the Supplier may report the same information to CCS and each Buyer and shall also report any further information reasonably required by CCS and/or any Buyer;
4. that, to the extent that the Supplier only notifies CCS, CCS shall be entitled to notify any Buyer of the relevant investigation and provide any information received pursuant to Framework Special Terms (1), (2) and (3) above to any Buyer;
5. that, to the extent that the Supplier only notifies a Buyer, the Buyer shall be entitled to notify CCS and any other Buyer of the relevant investigation and provide any information received pursuant to Framework Special Terms (1), (2) and (3) above to CCS and any other Buyer;
6. that, CCS and/or any Buyer shall be entitled to terminate all or part of the Framework Contract and/or any Contract (as applicable) pursuant to Clause 10.4.1 of the Core Terms on the basis of the Supplier embarrassing or bringing CCS or the Buyer into disrepute or diminishing the public trust in them;
7. that, CCS shall be entitled to suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period pursuant to Clause 10.8.1 of the Core Terms. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed;
8. that, any Buyer shall be entitled to suspend (for any period) all or part of its Contract pursuant to Clause 10.8.3 of the Core Terms;
9. that, where the:
	1. the Supplier becomes aware that it is under investigation by any Card Scheme or Regulatory Body and fails to promptly notify CCS and/or any Buyer and/or fails to comply with the reporting obligations set out in Framework Special Terms (1), (2) and/or (3) above; and/or
	2. outcome of the relevant investigation is adverse to or determined against the Supplier; and/or
	3. relevant investigation and/or its outcome has an adverse impact on the ability of the Supplier to perform the Services in accordance with applicable Law and/or the Framework Contract and/or any Contract; and/or
	4. relevant investigation and/or its outcome results in the loss of any licence, consent or other permission by the Supplier as required by any Regulatory Body and/or Card Scheme in order to provide the Services,

then this shall constitute a material Default for the purposes of Clause 10.4.1(d) of the Core 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 Certificate (or equivalent). Details in Framework Schedule F9 (Cyber Essentials Scheme)
 |
|  | **Management Charge** | The Supplier will pay, excluding VAT, 1.5% of all the Charges for the Deliverables invoiced to the Buyer under all Call-Off Contracts. |
|  | **Supplier** **Framework****Manager** | **Redacted under FOIA section 40, Personal Information****Redacted under FOIA section 40, Personal Information****Redacted under FOIA section 40, Personal Information****Redacted under FOIA section 40, Personal Information** |
|  | **Supplier** **Authorised Representative** | **Redacted under FOIA section 40, Personal Information****Redacted under FOIA section 40, Personal Information****Redacted under FOIA section 40, Personal Information****Redacted under FOIA section 40, Personal Information** |
|  | **Supplier** **Compliance Officer** | **Redacted under FOIA section 40, Personal Information****Redacted under FOIA section 40, Personal Information****Redacted under FOIA section 40, Personal Information****Redacted under FOIA section 40, Personal Information** |
|  | **Supplier Data Protection** **Officer** | **Redacted under FOIA section 40, Personal Information****Redacted under FOIA section 40, Personal Information****Redacted under FOIA section 40, Personal Information****Redacted under FOIA section 40, Personal Information** |
|  | **Supplier** **Marketing Contact** | **Redacted under FOIA section 40, Personal Information****Redacted under FOIA section 40, Personal Information****Redacted under FOIA section 40, Personal Information****Redacted under FOIA section 40, Personal Information** |
|  | **Key Subcontractors** | If Applicable - Please see the embedded folder within the Framework Contract Documents folder. |
|  | **CCS** **Authorised Representative** | **Redacted under FOIA section 40, Personal Information****Redacted under FOIA section 40, Personal Information****Redacted under FOIA section 40, Personal Information****Redacted under FOIA section 40, Personal Information** |

|  | **Data Protection Liability Cap** | £10,000,000 |
| --- | --- | --- |
|  | **Financial Conduct Authority (FCA) Registration No.****Lot 1 & 2 only** | **[FCA registration No]****[ N/a if successful on Lot 3 only]** |

| **For and on behalf of the Supplier:** | **For and on behalf of CCS:** |
| --- | --- |
| Signature: | **Redacted under FOIA section 40, Personal Information** | Signature: | **Redacted under FOIA section 40, Personal Information** |
| Name: | **Redacted under FOIA section 40, Personal Information** | Name: | **Redacted under FOIA section 40, Personal Information** |
| Role: | **Redacted under FOIA section 40, Personal Information** | Role: | **Redacted under FOIA section 40, Personal Information** |
| Date: | [Date] | Date: | [Date] |