

**Framework**

**Award Form**

This Framework Award Form creates the Framework Contract RM6265 - Vehicle Hire Solutions. 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: | **[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 [in Lot(s) [x, y]. 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 Find a Tender Service reference [**Insert** reference number] (FTS Contract Notice). |
|  | **Deliverables** | See Framework Schedule 1 (Specification) for further details. |
|  | **Framework**  **Start Date** | [**Insert** Day Month Year] |
|  | **Framework Expiry Date** | [**Insert** Day Month Year] |
|  | **Framework**  **Optional**  **Extension**  **Period** | None |
|  | **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) RM6265 4. Joint Schedule 11 (Processing Data) RM6265 5. The following Schedules for RM6265 (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 8 (Business Continuity and Disaster Recovery)      + Call-Off Schedule 9 (Security)      + Call-Off Schedule 10 (Exit Management)      + 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 (Vehicle Hire Terms)      + Call-Off Schedule 23 (HMRC Terms)      + Call-Off Schedule 24 (Car Share Hire Terms)  * 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 3.0.11) 2. Joint Schedule 5 (Corporate Social Responsibility) RM6265 3. Framework Schedule 2 (Framework Tender) RM6265 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 3.1.2 does not apply to the Call-Off Contract; |
| Special Term 2. Core Terms Clause 3.2 does not apply to the Call-Off Contract; |
| Special Term 3. Core Terms Clause 8.7 does not apply to the Call-Off Contract; |
| Special Term 4. Core Terms Clause 11.4 shall be changed to read:  In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:  (a) its liability, **and any liability incurred by such other Party’s respective insurers, arising as a result of** death or personal injury caused by **its breach of the terms of the Call-Off Contract or** its negligence, or that of its employees, agents or Subcontractors;  (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;  (c) any liability that cannot be excluded or limited by Law;  (d) its obligation to pay the required Management Charge or Default Management Charge. |
|  | **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 one of the following equivalents:   * SO27001 * PSN Compliance Certificate * CSA Star Certification level 2 or above * FedRAMP Certification * PCI-DSS Certification * SSAE Certification * GBEST/CBEST Certification * NIS CA Assurance Statement |
|  | **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. |
|  | **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** | £10,000,000 |
|  | **Supplier**  **Marketing Contact** | [**Insert** name]  [**Insert** job title]  [**Insert** email address]  [**Insert** phone number] |
|  | **Key Subcontractors** | **Key Subcontractor 1**  Name (Registered name if registered) [**insert** name]  Registration number (if registered) [**insert** number]  Role of Subcontractor [**insert** role]  **[Guidance:** copy above lines as needed] |
|  | **CCS**  **Authorised Representative** | **[Insert** name]  **[Insert** job title]  **[Insert** email address]  **[Insert** phone number] |

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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: |  |