

**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** |

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| --- | --- |
| 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] |
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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(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
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|  | **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
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|  | **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: |  |