**Framework Schedule 2 (Framework Tender)**

**[Insert** Supplier Framework Tender response**]**

**Framework Schedule 3 (Framework Prices)**

How Framework Prices are used to calculate Call-Off Charges

* 1. The Framework Prices:
     1. will be used as the basis for the charges (and are maximums that the Supplier may charge) under each Call Off Contract; and
     2. cannot be increased except as in accordance with this Schedule.
  2. The Charges:
     1. shall be calculated in accordance with the terms of the Call Off Contract and in particular in accordance with the terms of the Order Form;
     2. cannot be increased except as specifically permitted by the Call Off Contract and in particular shall only be subject to Indexation where specifically stated in the Order Form; and
     3. shall not be impacted by any change to the Framework Prices.
  3. Any variation to the Charges payable under a Call Off Contract must be agreed between the Supplier and the Contracting Authority and implemented using the same procedure for altering Framework Prices in accordance with the provisions of this Framework Schedule 3

How Framework Prices are calculated

* 1. The pricing mechanisms and prices set out in Annexes 1, 2, 3, 4, 5 and 6 shall be available for use in calculation of Framework Prices in Call Off Contracts.

Costs and expenses are included in the Framework Prices

* 1. The Framework Prices shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:
     1. incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges; or
     2. costs incurred prior to the commencement of any Call Off Contract.

When the Supplier can ask to change the Framework Prices

* 1. The Framework Prices will be fixed for the duration of the Framework Agreement.

Other events that allow the Supplier to change the Framework Prices

* 1. The Framework Prices can be varied (and Annexes Annexes 1, 2, 3, 4, 5 and 6 will be updated accordingly) due to:
     1. a Specific Change in Law in accordance with Clause 24;
     2. a review in accordance with insurance requirements in Clause 13;
     3. a benchmarking review in accordance with Call Off Schedule 16 (Benchmarking)
     4. a request from the Supplier, which it can make at any time, to decrease the Framework Prices; and

AGENDA FOR CHANGE PAY

* 1. Agenda for Change (AfC) is the current National Health Service (NHS) grading and pay system for all NHS staff, with the exception of doctors, dentists and some senior managers.
  2. NHS Employers are responsible for deciding the pay rates of NHS staff and issuing pay and conditions circulars to inform staff of changes to pay and the terms and conditions for those staff to whom the Agenda for Change applies
  3. These pay and conditions circulars are usually issued annually by NHS Employers.
  4. The pay points affected and details of amendments to the AfC terms and conditions of service handbook are set out in the pay and conditions circulars.
  5. The Authority will publish revised pay rates for Temporary Workers covered by the Agency Workers Regulations 2010 (AWR) to match any amended pay rates decided by NHS Employers pursuant to the AfC.
  6. The Authority reserves the right to decide whether to amend pay rates in accordance with AfC in respect of Temporary Workers not covered by AWR (i.e. usually those Temporary Workers who are not PAYE or have worked for the same Customer for less than 12 weeks).
  7. For Contracting Authorities outside of the NHS, pay rates and scales are as defined by the Contracting Authority.

**Annex 1: Rates and Prices (Lot 1)**

**Annex 2: Rates and Prices (Lot 2)**

**Annex 3: Rates and Prices (Lot 3)**

**Annex 4: Rates and Prices (Lot 4)**

**Annex 5: Rates and Prices (Lot 5)**

**Annex 6: Rates and Prices (Lot 6)**

**Annex 7: Pricing Structure**

1. PAY RATES
   1. The Worker Pay agreed between the Parties will at all times be in accordance with:
      1. The national living wage and the national minimum wage, in accordance with the National Minimum Wage Act 1998 (and any subsequent amendment or re-enactment thereof) and;
      2. Latest pay arrangements for staff covered by NHS Terms and Conditions of Service (commonly referred to as Agenda for Change), as published from time to time by NHS Employers under a Pay and Conditions Circular and;
      3. All suppliers awarded onto this Framework Agreement are expected to accommodate current (and future) NHS Improvement agency rules and price caps (and other Regulatory Body’s Rules and Regulations). Suppliers should endeavour to work with Contracting Authorities to innovate, and cut cost wherever possible in order to aid NHS trust compliance to NHS Improvement rules and regulations and any other Regulatory Requirements.
2. Temporary Work-Seeker pricing structure
   1. The charge rate for a Temporary Work-Seeker consists of:
      1. The pay to the Temporary Work-Seeker
      2. WTR (Working Time Regulations) to cover payments for holiday
      3. Pension Cost
      4. Employers National Insurance (NI) contribution
      5. Apprenticeship Levy (where applicable)
      6. Supplier Fee
3. The pay to the Temporary Work-Seeker
   1. The Supplier shall use the Agenda for Change pay structure to determine the hourly pay to the Temporary Work-Seeker. The annual salary for each of the Agenda for Change pay points will be divided by 52.2 weeks and 37.5 hours (this equates to the annual salary divided by 1957.5 ) to calculate the hourly pay rate.
   2. The daily pay rate can be calculated by multiplying the hourly charges by 7.5 (this equates to the annual salary divided by 260). The Authority will produce Supplier rate cards containing information described in this Annex 2 which will include the hourly/daily pay rates.
   3. The most current Agenda for Change pay-scales, which are set annually on 1 April by NHS Employers, will be used for Temporary Work-Seeker’s with 12 week’s consecutive service as they will qualify under Agency Workers Regulations (AWR).
   4. Pay Band 10a-d have been added to the Agenda for Change pay structure to accommodate higher wages outside of Agenda for Change to provide Contracting Authorities with greater flexibility; these Bands should be used for very senior managers only within the NHS.  The Contracting Authority will determine the appropriate Agenda for Change pay band for the role.
   5. For the first 12 weeks in placement, the Contracting Authority may use the pre AWR rates as per Annexes 1, 2, 3, 4, 5 and 6. After 12 weeks in placement, the current AfC payscale applies.
4. Working Time Regulations (WTR)
   1. WTR is the holiday entitlement for the Temporary Work-Seeker, and is set at a statutory 28 days.
   2. On 1st October 2011 AWR came into effect.  This ensures that any Temporary Work-Seeker in the same job after 12 weeks will receive equal treatment to pay and basic working conditions (including annual leave).
   3. The holiday allowance (WTR) for Temporary Work-Seeker’s with 12 weeks service increases to 35 days in line with NHS conditions of service.
   4. Contracting Authorities with different holiday entitlement to the NHS Conditions of service can calculate the appropriate holiday entitlement in accordance with their own policy.
5. Pension Cost
   1. Pension Contributions shall be calculated in accordance with the latest legislation and Contracting Authority policy as appropriate.
6. Employer’s National Insurance (NI) Contributions
   1. Suppliers charges for National Insurance shall not exceed 13.8%, and is charged on pay plus WTR over the secondary threshold.
   2. Employer’s National Insurance Contributions shall be calculated in accordance with latest legislation:

<https://www.gov.uk/national-insurance>

1. Apprenticeship Levy
   1. Apprenticeship Levy shall be calculated in accordance with latest legislation:

<https://www.gov.uk/government/publications/apprenticeship-levy/apprenticeship-levy>

1. Supplier Fee
   1. The Supplier Fee for the appropriate Agenda for Change Pay Band and fee type, as listed within Annex 3 (Framework Prices) of this Framework Schedule 3 (Framework Prices), is then added to obtain the Charge Rate.
2. High Cost Area Supplements (HCAS)
   1. High Cost Area Supplements are a discretionary charge which must be agreed by the Contracting Authority before the Supplier may charge them.  HCAS payments may be paid to Temporary Workers working in inner and outer London and the fringe zones.
   2. HCAS are reviewed annually by NHS Employers. The HCAS, effective from 1 April 2019 can be found in the table below, and updates can be found [here](http://www.nhsemployers.org/your-workforce/pay-and-reward/pay/pay-in-high-cost-areas).
3. Unsocial Hours
   1. Unsocial hours payments are a discretionary charge to the basic pay of the Temporary Work-Seeker which must be agreed by the Contracting Body before the Supplier may charge them. If unsocial hours uplift payment are agreed these should be calculated on the pay to the Temporary Work-Seeker, and after any HCAS has been applied where appropriate.  Unsocial rates under Agenda for Change can be found here: <https://www.nhsemployers.org/tchandbook/annex-4-to-10/annex-4-working-or-providing-emergency-cover-outside-normal-hours>

1. Discounts
   1. The Supplier will apply these discounts to the Supplier Fee only, as set out in Annex 1, in the following circumstances
      1. Prompt payment discount where the Customer agrees to pay within the stated timescale
      2. Nominated Worker discount where the Temporary Work-Seeker is introduced to the Supplier by Customer. The Supplier remains responsible for all appropriate pre-placement checks in accordance with paragraph 5 of Framework Schedule 1 - Specification.
      3. Volume discount where a service level agreement (SLA) is in place based on achievement of an agreed level of business.
      4. The discount to the Supplier Fee will be applied to the whole expenditure through the SLA, not just that exceeding the set level. For the avoidance of doubt, if the expected volume is not reached then there will be no extra paid to the Supplier; similarly if the expected volume is surpassed there will be no credit from the Supplier.
      5. Over 12 week discount where the Temporary Work-Seeker is within an Assignment for a consecutive period of 12 weeks.
   2. For the avoidance of doubt, where more than one level of discount may apply, for instance prompt payment discount and volume discount, all appropriate discounts will be added together. For example, the Supplier Fee of £1.00 for Band 1 Temporary Work-Seeker has been discounted by 1% for prompt payment and 2% for volume discounts agreed through an SLA, giving a reduced Supplier Fee of 97p.

**Framework Schedule 4 (Framework Management)**

1. Definitions
   1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

|  |  |
| --- | --- |
| "Supplier Framework Manager" | 1. has the meaning given to it in Paragraph 3.1 of this Schedule; and |
| "Supplier Review Meetings" | 1. has the meaning given to it in Paragraph 3.9 of this Schedule. |

How the Authority and the Supplier will work together

* 1. The successful delivery of this Contract will rely on the ability of the Supplier and the Authority to develop a strategic relationship immediately following the conclusion of this Contract and maintaining this relationship throughout the Framework Contract Period.
  2. To achieve this strategic relationship, there will be a requirement to adopt proactive framework management activities which will be informed by quality Management Information, and the sharing of information between the Supplier and the Authority.
  3. This Schedule outlines the general structures and management activities that the Parties shall follow during the Framework Period.

Framework Management

Framework Management Structure

* 1. The Supplier shall provide a suitably qualified nominated contact (the "Supplier Framework Manager") who will take overall responsibility for delivering the Goods and/or Services required within this Contract, as well as a suitably qualified deputy to act in their absence.
  2. The Supplier shall put in place a structure to manage this Contract in accordance with Framework Schedule 1 (Specification) and the Performance Indicators.
  3. A governance structure will be agreed between the Parties as soon as reasonably practicable following the Framework Start Date.
  4. Following discussions between the Parties following the Framework Start Date, where requested by the Authority the Supplier shall produce and issue to the Authority a draft supplier action plan (the "Supplier Action Plan"). The Authority shall not unreasonably withhold or delay its agreement to the draft Supplier Action Plan. The Supplier Action Plan shall be agreed between the Parties and come into effect within two weeks from receipt by the Supplier of the draft Supplier Action Plan.
  5. The Supplier Action Plan shall be maintained and updated on an ongoing basis by the Authority. Any changes to the Supplier Action Plan shall be notified by the Authority to the Supplier. The Supplier shall not unreasonably withhold its agreement to any changes to the Supplier Action Plan. Any such changes shall, unless the Authority otherwise Approves, be agreed between the Parties and come into effect within two weeks from receipt by the Supplier of the Authority’s notification.
  6. The Supplier agrees to comply with its obligations in the Supplier Action Plan as updated from time to time.
  7. The Supplier shall comply with all requests from the Authority in regard to compliance requirements as required including:
     1. D&B risk failure score monitoring;
     2. regular evidence that the Required Insurances and Additional Insurances have been renewed and maintained;
     3. invoice payment performance; and
     4. verification of required accreditations & certifications.
  8. Suppliers should participate in further competitions when identified as part of the final bidder list. Failure to bid on further competitions without an acceptable reason may result in the Supplier being suspended from the Framework, in accordance with Clause 10.8 (Partially ending and suspending the contract), for a period as decided by the Authority.

Supplier Review Meetings

* 1. Regular performance review meetings will take place at the Authority’s premises throughout the Framework Contract Period ("Supplier Review Meetings") at such times and frequencies as the Authority determine from time to time (which are anticipated to be once every Month or less). The Parties shall be flexible about the timings of these meetings.
  2. The Supplier Review Meetings will review the Supplier’s performance under this Contract and, where applicable, the Supplier’s adherence to the Supplier Action Plan. The agenda for each Supplier Review Meeting shall be set by the Authority and sent to the Supplier in advance.
  3. The Supplier Review Meetings shall be attended, as a minimum, by the Authority Representative(s) and the Supplier Framework Manager.

How the Supplier’s Performance will be measured

* 1. The Supplier’s performance will be measured by the following Performance Indicators (“PI”):

|  |  |  |
| --- | --- | --- |
| **Performance Indicator (PI)** | **PI Target** | **Measured by** |
| **1.**     **FRAMEWORK MANAGEMENT** | | |
| All MI returns to be returned to the Authority by the fifth working day of each month. | **100%** | Confirmation of receipt and time of receipt by the Authority (as evidenced within the Authority’s data warehouse system). |
| MI Report received by the Authority accurate, complete and submitted in the correct template. | **100%** | Confirmation of receipt and time of receipt by the Authority (as evidenced within the Authority’s data warehouse system). |
| All invoices to be paid within 30 calendar days of issue. | **100%** | Confirmation of receipt and time of receipt by the Authority (as evidenced within the Authority’s CODA system). |
| Supplier self-audit certificate to be issued to the Authority in accordance with the Framework Agreement. | **100%** | Confirmation of receipt and time of receipt by the Authority. |
| Actions identified in an Audit Report to be delivered by the dates set out in the Audit Report. | **100%** | Confirmation by the Authority of completion of the actions by the dates identified in the Audit Report. |
| Actions identified in a Health Assurance Inspection Report to be delivered by the dates set out in the Assurance Report. | **100%** | Confirmation by the Authority of completion of the actions by the dates identified in the Assurance Report. |
| **2.**     **SPEND UNDER MANAGEMENT** | | |
| In each Contract Year, the Supplier to achieve a minimum of [£X\*] spend with new customers under this Framework Agreement. | **100%** | Score calculated by the Authority as a proportion of spend target achieved over each Contract Year. |
| In each Contract Year, the Supplier to achieve a minimum of [£X\*] spend overall under this Framework Agreement. | **100%** | Spend information as submitted via the Authority data warehouse system. |
| No more than three (3) successive NIL Returns, or six (6) NIL Returns MI returns to the Authority overall, in a rolling twelve 12 Month period. | **100%** | Confirmation of receipt and time of receipt by the Authority (as evidenced within the Authority’s data warehouse system). |
| **3.**     **OPERATIONAL EFFICIENCY / PRICE SAVINGS** | | |
| The Supplier to deliver against the Supplier Action Plan to derive further cost savings over the Framework Period via continuous improvement and innovation. | **100%** | Confirmation by  the Authority of the cost savings achieved by the dates identified in the Supplier Action Plan. |
| **4.**     **DEMAND MANAGEMENT SAVINGS** | | |
| The Supplier to deliver against the Supplier Action Plan to derive further cost savings over the Framework Period continuous improvement and innovation. | **100%** | Confirmation by  the Authority of the cost savings achieved by the dates identified in the Supplier Action Plan. |
| **5.**     **CUSTOMER SATISFACTION** | | |
| Services to be provided under Call-Off Agreements to the satisfaction of Contracting Authorities. | **100%** | Confirmation by the Authority of the Supplier’s performance against customer satisfaction surveys. |

* 1. The Supplier shall comply with the PIs and establish processes to monitor its performance against them and the Supplier’s achievement of PIs shall be reviewed during the Supplier Review Meetings.
  2. The Authority reserves the right to adjust, introduce new, or remove PIs throughout the Framework Contract Period, however any significant changes to PIs shall be agreed between the Authority and the Supplier in accordance with the Variation Procedure.
  3. The Authority reserves the right to use and publish the performance of the Supplier against the PIs without restriction.

What the Supplier must do to measure their performance

* 1. The Supplier shall cooperate in good faith with the Authority to develop efficiency tracking performance measures for this Contract. This shall include the following (but this list is not exhaustive and may be developed during the Framework Contract Period):
     1. tracking reductions in product volumes and product costs, in order to demonstrate that Contracting Authorities are consuming less and buying more smartly;
     2. developing additional PIs to ensure that this Contract supports the emerging target operating model across central government (particularly in line with centralised sourcing and category management, procurement delivery centres and payment processing systems and shared service centres).
  2. The metrics that are to be implemented to measure efficiency shall be developed and agreed between the Authority and the Supplier. Such metrics shall be incorporated into the list of PIs set out in this Schedule.
  3. The ongoing progress and development of the efficiency tracking performance measures shall be reported through framework management activities as outlined in this Schedule.

What to do if the Authority and the Supplier can’t agree about the performance

* 1. In the event that the Authority and the Supplier are unable to agree the performance score for any PI during a Supplier Review Meeting, the disputed score shall be recorded and the matter shall be referred to the Authority Representative and the Supplier Authorised Representative in order to determine the best course of action to resolve the matter (which may involve organising an ad-hoc meeting to discuss the performance issue specifically).
  2. In cases where the Authority Representative and the Supplier Authorised Representative fail to reach a solution within a reasonable period of time, the matter shall be referred to the Dispute Resolution Procedure.

1. Marketing
   1. The Supplier shall ensure that a person is appointed as Marketing Contact who shall be responsible for the marketing obligations of the Supplier in relation to this Contract.

How the Supplier must contribute to the Authority publications

* 1. The Supplier shall supply current information relating to the Goods and/or Services it offers for inclusion in the Authority marketing materials when required by the Authority from time to time.
  2. Such information shall be provided in such form and at such time as the Authority may request.
  3. Failure to comply with the provisions of Paragraphs 7.2 and 7.3 may result in the Supplier's exclusion from the use of such marketing materials.

What Suppliers can say in its own publications

* 1. All marketing materials produced by the Supplier in relation to this Framework shall at all times comply with the Authority branding guidance at <https://www.gov.uk/government/publications/crown-commercial-service-supplier-logo-and-brand-guidelines>.
  2. The Supplier will periodically update and revise its marketing materials to ensure ongoing compliance.
  3. The Supplier shall regularly review the content of any information which appears on its website and which relates to each Contract and ensure that such information is up to date at all times.
  4. The Supplier shall obtain all appropriate approvals prior to publishing any content in relation to a Contract with that Party using any media, including on any electronic medium, and the Supplier will ensure that such content is regularly maintained and updated. In the event that the Supplier fails to maintain or update the content, the Authority or the relevant Contracting Authority may give the Supplier notice to rectify the failure and if the failure is not rectified its reasonable satisfaction within one (1) Month of receipt of such notice, and shall have the right to remove such content itself or require that the Supplier immediately arranges the removal of such content.

1. Where the Authority might oversee parts of the Call-Off Contracts
   1. The Authority shall have oversight of certain processes which are operated under Call-Off Contracts. Such oversight shall be provided in relation to the operation of the following Schedules in each Call-Off Contract:
      1. Call-Off Schedule 3 (Continuous Improvement);
      2. Call-Off Schedule 8 (Business Continuity and Disaster Recovery);
      3. Call-Off Schedule 9 (Security); and
      4. Call-Off Schedule 16 (Benchmarking).

(the **"Supported Schedules"**)

How the Supplier must support the Authority involvement

* 1. The Supplier shall co-operate as reasonably required by the Authority in relation to the Supported Schedules including:
     1. provision of information;
     2. allowing the Authority to act as agent for the Contracting Authorities under the Supported Schedules for such matters as the Authority may notify to the Supplier from time to time; and
     3. such other matters as the Authority may notify to the Supplier from time to time.

Where the Authority might manage the process for Contracting Authorities collectively

* 1. In addition to general oversight as referred to above the following specific oversight shall apply to the individual Supported Schedules:
     1. Call-Off Schedule 3 (Continuous Improvement) - the Supplier shall:
        1. adopt a policy of continuous improvement in relation to the Deliverables;
        2. create, maintain and update a continuous improvement plan for improving the provision of the Deliverables and/or reducing the Charges and, where requested by the Authority, incorporate any improvement identified in accordance with the Variation Procedure.
     2. Call-Off Schedule 8 (Business Continuity and Disaster Recovery) - the Supplier shall:
        1. create and hold a template BCDR plan that can be used by each Contracting Authority and shall make it available to the Authority so that it can be published to potential Contracting Authorities; and
        2. notify the Authority in the event of the invocation or potential invocation of any BCDR plan and the Supplier shall provide such support as the Authority may reasonably require to coordinate the application of BCDR plans across all Call Off Agreements.
     3. Call-Off Schedule 9 (Security) - the Supplier shall:
        1. create and hold a template Security Plan that can be used by each Contracting Authority and shall make it available to the Authority so that it can be published to potential Contracting Authorities; and
        2. notify the Authority in the event of breach of any Security Plan and the Supplier shall provide such support as the Authority may reasonably require to coordinate the application of Security Plans across all Call Off Agreements.
     4. Call-Off Schedule 16 (Benchmarking) - the Supplier:
        1. shall notify the Authority in the event that any benchmarker is appoint in respect of any Call Off Agreement and the Supplier recognises that the Authority may want to co-ordinate how benchmarking is conducted across multiple Call Off Agreements;
        2. shall where the Authority is appointed as agent by Contracting Authorities in respect of benchmarking, co-operate with the Authority in order to operate the benchmarking as efficiently as possible.

agrees that notwithstanding the remainder of Clause 15 (Confidentiality) in the Core Terms, the Authority shall be entitled to publish the results of any benchmarking of the Framework Prices to Other Contracting Authorities (subject to the other party entering into reasonable confidentiality undertakings).

1. Maintenance of Skills Matrix
   1. The Supplier shall work with the Authority to maintain the accuracy of Framework Schedule 1, Appendix H - Skills Matrix.
   2. The Authority will invite the Supplier to submit an updated Skills Matrix annually, on the anniversary of the Award of the Framework Contract.
   3. The Supplier shall either respond providing the updated Skills Matrix, or confirming that they do not wish to submit an updated Skills Matrix, within the timescales stipulated by the Authority.
   4. The Supplier shall not be permitted to update the Skills Matrix under any other circumstance.
2. Maintenance of NHSi Regions
   1. The Supplier shall work with the Authority to maintain the accuracy of the regions in which it has capability to operate, as recorded in Framework Schedule 1, Appendix G - NHSi Regions.
   2. The Authority will the Supplier to submit an updated NHSi Regions document annually, on the anniversary of the Award of the Framework Contract.
   3. The Supplier shall either respond providing the updated NHSi Regions document, or confirming that they do not wish to submit an updated NHSi Regions document, within the timescales stipulated by the Authority.
   4. The Supplier shall not be permitted to update the regions in which it operates under any other circumstance.

**Framework Schedule 5 (Management Charges and Information)**

1. How to provide management information to the Authority
   1. The Supplier shall, at no charge, provide timely, full, accurate and complete MI Reports to the Authority which incorporate the data, in the correct format, required by the MI Reporting Template and such guidance that the Authority may issue from time to time.
   2. The initial **MI Reporting Template** is set out in the Annex to this Schedule and the Authority may change it from time to time (including the data required and/or format) and issue a replacement version. The Authority shall give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used. The Supplier may not make any amendment to the current MI Reporting Template without the prior Approval of the Authority.

2 Reporting period

2.1 MI Reports must be completed and returned to the Authority by the fifth working day of every month during the framework period and thereafter until all transactions relating to call-off contracts have permanently ceased. If at any point there is a period of a month where no reportable transactions occur, then a declaration must be made confirming no business has been conducted, in place of data submission.

2.2 In an MI Report, the Supplier should report contract data that is one month in arrears. For example, if an invoice is raised for October but the work was actually completed in September, the Supplier must report the invoice in October's MI Report and not September's. Each Order received by the Supplier must be reported only once, i.e. when the Order is received.

1. Submitting the information
   1. MI Reports shall be completed electronically and uploaded to the Authority data submission service available at: <https://www.reportmi.crowncommercial.gov.uk>
   2. The Authority may reasonably require that MI Reports be submitted by an alternative means such as email.
   3. Where requested by the Authority, the Supplier shall provide Management Information to a Contracting Authority as specified by the Authority.
   4. The Supplier shall:

3.4.1 promptly after the Framework Start Date provide an e-mail and/or postal address to which the Authority will send invoices for the Management Charge and monthly statements relating to the invoicing of the Management Charge;

3.4.2 promptly after the Framework Start Date provide at least one contact name and contact details for the purposes of queries relating to either Management Information or invoicing; and

3.4.3 immediately notify the Authority of any changes to the details previously provided to the Authority under this Paragraph 3.4.

* 1. Invoicing queries; the Supplier shall notify the Authority of any changes to these details.”

How the Authority can use the Management Information

* 1. The Supplier grants the Authority a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to:
     1. use and to share with any Contracting Authority, Other Contracting Authority and Relevant Person; and/or
     2. publish (subject to any information that is exempt from disclosure in accordance with the provisions of FOIA, being redacted),

any Management Information supplied to the Authority for the Authority’s normal operational activities including administering this Contract and/or all Call-Off Contracts, monitoring public sector expenditure, identifying savings or potential savings and planning future procurement activity.

* 1. The Authority may consult with the Supplier to inform its decision to publish information. However, the Authority shall retain absolute discretion regarding the extent, content and format of any disclosure.
  2. Following receipt of the completed MI Report, the Authority shall invoice the Supplier for the Management Charge payable for the Month to which the MI report relates.

Paying the Management Charge

* 1. The **Management Charge** excludes VAT which is payable on provision of a valid VAT invoice.
  2. The Supplier shall pay the Authority the Management Charge (and other charges payable in accordance with this Schedule) in cleared funds within 30 days of receipt by the Supplier of an undisputed invoice to such bank or building society account set out in the invoice.

1. What happens if the Management Charge is not paid?

6.1    Payment of undisputed and valid Authority invoices should be completed within thirty (30) days. The Authority may take action on outstanding invoices by:

6.1.1 issuing the supplier with reminders that an invoice payment is due and/or overdue;

6.1.2 charging statutory interest and charges on overdue invoices, as per the Late Payment of Commercial Debts (Interest) Act 1998;

6.1.3 suspending the supplier from the agreement until such time that overdue invoices are paid; and/or

6.1.4  terminating this contract.

1. What happens if the Management Information is wrong?
   1. If the Supplier or the Authority identify error(s) and/or omission(s) in historic MI Report(s), the Supplier must provide corrected MI report(s) to the Authority on or before the date when the next MI Report is due. Corrections may be either in the form of an addendum to the next MI submission, or a resubmission of existing historic returns, at the discretion of the Authority.
   2. Following an **MI Failure,** the Authority may issue reminders to the Supplier and require the Supplier to correctly complete the MI Report. The Supplier shall rectify any deficient or incomplete MI Report as soon as possible and not more than five (5) Working Days following receipt of any such reminder.

Meetings

* 1. The Supplier agrees to attend meetings between the Parties in person to discuss the circumstances of any MI Failure(s) at the request of the Authority. If the Authority requests such a meeting the Supplier shall propose and document measures as part of a Rectification Plan to ensure that the MI Failure(s) are corrected and do not occur in the future.

Admin fees

* 1. If, in any rolling three (3) Month period, two (2) or more MI Failures occur, the Supplier acknowledges and agrees that the Authority shall have the right to invoice the Supplier Admin Fee(s) with respect to any MI Failures as they arise in subsequent Months.
  2. The Supplier acknowledges and agrees that the Admin Fees are a fair reflection of the additional costs incurred by the Authority as a result of the Supplier failing to provide Management Information as required by this Contract.

What happens if Management Information Reports are not provided?

* 1. If two (2) MI Reports are not provided in any rolling six (6) month period then an **MI Default** shall be deemed to have occurred and the Authority shall be entitled to:
     1. charge and the Supplier shall pay a **Default Management Charge** in respect of the Months in which the MI Default occurred and subsequent Months in which they continue, calculated in accordance with Paragraph 8.2.1 and/or
     2. suspend the Supplier from the agreement until such time that deficient MI reports(s) are rectified; and/or
     3. terminate this Contract.
  2. The Default Management Charge shall be the higher of:
     1. the average Management Charge paid or payable by the Supplier in the previous six (6) Month period or, if the MI Default occurred within less than six (6) months from the commencement date of the first Call-Off Contract, in the whole period preceding the date on which the MI Default occurred; or
     2. the sum of five hundred pounds (£500).
  3. If the Supplier provides sufficient Management Information to rectify any MI Default(s) to the satisfaction of the Authority and the Management Information demonstrates that:
     1. the Supplier has overpaid the Management Charge as a result of the application of the Default Management Charge then the Supplier shall be entitled to a refund of the overpayment, net of any Admin Fees where applicable; or
     2. the Supplier has underpaid the Management Charge during the period when a Default Management Charge was applied, then the Authority shall be entitled to immediate payment of the balance as a debt together with interest.

**Annex: MI Reporting Template**

The MI Collection team in Data Insights create MI Templates. A minimum standard template is embedded below.



Contact:

<https://www.reportmi.crowncommercial.gov.uk/>

**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**

**Order Form**

|  |  |
| --- | --- |
| CALL-OFF REFERENCE: | **[Insert** Contracting Authority’s contract reference number] |
| THE CONTRACTING AUTHORITY: | **[Insert** Contracting Authority’s name] |
| CONTRACTING AUTHORITY ADDRESS | [**Insert** business address] |
| THE SUPPLIER: | [**Insert** name of Supplier] |
| SUPPLIER ADDRESS: | [**Insert** registered address (if registered)] |
| REGISTRATION NUMBER: | [**Insert** registration number (if registered)] |
| DUNS NUMBER: | **[Insert** if known] |
| SID4GOV ID: | **[Insert** if known] |

**[Contracting Authority guidance:** This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form **starting from ‘APPLICABLE FRAMEWORK CONTRACT’ and up to, but not including, the** **Signature block**

It is essential that if you, as the Contracting Authority, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated [**Insert** date of issue].

It’s issued under the Framework Contract with the reference number RM6160 for the provision of Non Clinical Temporary and Fixed Term Staff.

CALL-OFF LOT(S):

**[Insert** the relevant lot numbers **or insert** Not applicable]

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) **RM6160**
3. The following Schedules in equal order of precedence:

[**Contracting Authority guidance: delete** any highlighted Schedules that you do not need for this Call-Off Contract. **Add** any additional Schedule needed, providing it is within scope of the framework agreement. **Remove** any highlighting remaining before finalising this Order Form. **Remove** this guidance too.]

* Joint Schedules for **RM6160**
  + 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) ]
* Call-Off Schedules for **RM6160**
  + Call-Off Schedule 1 (Transparency Reports)
  + Call-Off Schedule 2 (Staff Transfer)
  + Call-Off Schedule 3 (Continuous Improvement)
  + [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 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 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 (Lease Terms) ]

1. CCS Core Terms (version 3.0.6)
2. Joint Schedule 5 (Corporate Social Responsibility) **RM6160**
3. [Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Contracting Authority (as decided by the Contracting Authority) take precedence over the documents above.]

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

**[Insert** terms to revise or supplement Core Terms, Joint Schedules, Call Off Schedules; or none]

[Special Term 1 ]

[Special Term 2. ]

[Special Term 3. ]

[None]

CALL-OFF START DATE: **[Insert** Day Month Year]

CALL-OFF EXPIRY DATE: **[Insert** Day Month Year]

CALL-OFF INITIAL PERIOD: **[Insert** Years, Months]

CALL-OFF DELIVERABLES

**[Contracting Authority guidance:** **complete** option A or, if Deliverables are too complex for this form, **use** option B and Call-Off Schedule 20 instead. **Delete** the option that is not used.]

[Option A: [Name of Deliverable][Quantity][Delivery date][Details]]

[Option B: See details in Call-Off Schedule 20 (Call-Off Specification)]

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

**[Contracting Authority guidance:** you can change the cap on liability in Clause 11.2 where you have made an appropriate risk assessment and sought the necessary management approvals. Unlimited liability is not permitted]

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **[Insert** Estimated Charges in the first 12 months of the Contract. The Contracting Authority must always provide a figure here]

CALL-OFF CHARGES

**[Contracting Authority guidance:** **Use** option A or, if charging model is too complex to detail in this form or must be embedded, **use** option B and Call-Off Schedule 5 instead. **Delete** the option that is not used.]

[Option A: **Insert** the Charges for the Deliverables]

[Option B: See details in Call-Off Schedule 5 (Pricing Details)]

[**Delete** if not used: All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)]

**[Delete** if by direct award or if not otherwise used: The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Contracting Authority and the Supplier because of:

* [Indexation]
* [Specific Change in Law]
* [Benchmarking using Call-Off Schedule 16 (Benchmarking)]

REIMBURSABLE EXPENSES

[**Insert** None **or insert** Recoverable as stated in the Framework Contract]

PAYMENT METHOD

[**Insert** payment method(s) and necessary details]

CONTRACTING AUTHORITY’S INVOICE ADDRESS:

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

CONTRACTING AUTHORITY’S AUTHORISED REPRESENTATIVE

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

CONTRACTING AUTHORITY’S ENVIRONMENTAL POLICY

**[Insert details** [Document name] [version] [date] [available online at:]

**or insert:** [Appended at Call-Off Schedule X]]

CONTRACTING AUTHORITY’S SECURITY POLICY

**[Insert details** [Document name] [version] [date] [available online at:]

**or insert:** [Appended at Call-Off Schedule X]]

SUPPLIER’S AUTHORISED REPRESENTATIVE

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

SUPPLIER’S CONTRACT MANAGER

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

PROGRESS REPORT FREQUENCY

**[Insert report frequency:** On the first Working Day of each calendar month]

PROGRESS MEETING FREQUENCY

**[Insert meeting frequency:** Quarterly on the first Working Day of each quarter]

KEY STAFF

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

KEY SUBCONTRACTOR(S)

**[Insert** name (registered name if registered)]

COMMERCIALLY SENSITIVE INFORMATION

[**Insert** Not applicable **or insert** Supplier’s Commercially Sensitive Information]

SERVICE CREDITS

**[Insert** Not applicable]

[**or insert** Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

The Service Credit Cap is: **[Insert** £value].

The Service Period is **[Insert duration:** one Month]].

ADDITIONAL INSURANCES

[**Insert** Not applicable

**or insert** details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements) ]

GUARANTEE

[**Insert** Not applicable

**or insert** The Supplier must have a Call-Off Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee)

**or insert** There’s a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract]

SOCIAL VALUE COMMITMENT

[**Insert** Not applicable **or insert** The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)]

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Contracting Authority:** | |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Role: |  | Role: |  |
| Date: |  | Date: |  |

[**Contracting Authority guidance:** execution by seal / deed where required by the Contracting Authority].

**Annex 1: Short Order Form Template**

Template may be used by Contracting Authorities to place orders with Suppliers for Temporary Workers



Framework Schedule 7 (Call-Off Award Procedure)

Part 1: Order Procedure

1. How a Call-Off Contract is awarded
   1. If a potential Contracting Authority decides to source Deliverables through this Contract then it will award its Deliverables in accordance with the procedure in this Schedule and the requirements of the Regulations.
   2. If the potential Contracting Authority can determine that:
      1. its Deliverables can be met by the Suppliers’ catalogues and description of the Deliverables as set out in Framework Schedule 1 (Specification) and Framework Schedule 2 (Framework Tender); and
      2. all of the terms of the proposed Call-Off Contract are laid down in this Contract and do not require amendment or any supplementary terms and conditions;

then the Contracting Authority may award a Call-Off Contract in accordance with the procedure set out in Paragraph 2 below.

* 1. If all of the terms of the proposed Call-Off Contract are not laid down in this Contract and the potential Contracting Authority:
     1. requires the Supplier to develop proposals or a solution in respect of such Deliverables; and/or
     2. needs to amend or refine the terms of the Framework Contract to reflect its Deliverables to the extent permitted by and in accordance with the Regulations;

then the Contracting Authority may award a Call-Off Contract in accordance with the Further Competition Procedure set out in Paragraph 3 below.

1. How a direct award works
   1. Subject to Paragraph 1.2 above the Contracting Authority awarding a Call-Off Contract under this Contract without holding a further competition shall:
      1. develop a clear Statement of Requirements;
      2. apply the direct award criteria to the Suppliers’ Framework Prices and description of the Deliverables as set out in Framework Schedule 1 (Specification) and Framework Schedule 2 (Framework Tender) for all Suppliers capable of meeting the Statement of Requirements in order to establish which Supplier provides the most economically advantageous solution; and
      3. on the basis set out above, award the Call-Off Contract with the successful Supplier in accordance with Paragraph 6 below.
2. How a further competition works

What the Contracting Authority has to do

* 1. The Contracting Authority awarding a Call-Off Contract under this Contract through a Further Competition Procedure shall:
     1. develop a Statement of Requirements setting out its requirements for the Deliverables and identify the Suppliers capable of supplying the them;
     2. amend or refine the Deliverables to reflect its requirements by using the Order Form only to the extent permitted by and in accordance with the requirements of the Regulations;
     3. invite tenders by conducting a Further Competition Procedure for its Deliverables in accordance with the Regulations and in particular, the Contracting Authority shall:
        1. invite the Suppliers identified in accordance with Paragraph 3.1.1 to submit a tender in writing for each proposed Call-Off Contract to be awarded by giving written notice by email to the relevant Supplier Representative of each Supplier;
        2. set a time limit for the receipt by it of the tenders which takes into account factors such as the complexity of the subject matter of the proposed Call-Off Contract and the time needed to submit tenders; and
        3. keep each tender confidential until the time limit set out for the return of tenders has expired.
     4. apply the further competition award criteria to the Suppliers' compliant tenders submitted through the Further Competition Procedure as the basis of its decision to award a Call-Off Contract for its Deliverables;
     5. on the basis set out above, award its Call-Off Contract to the successful Supplier in accordance with Paragraph 6. The Call-Off Contract shall:
        1. state the Deliverables;
        2. state the tender submitted by the successful Supplier;
        3. state the charges payable for the Deliverables in accordance with the tender submitted by the successful Supplier; and
        4. incorporate the terms [of the Order Form and Contract] (as may be amended or refined by the Contracting Authority in accordance with Paragraph 3.1.2. above) applicable to the Deliverables,
     6. provide unsuccessful Suppliers with written feedback in relation to the reasons why their tenders were unsuccessful.

What the Supplier has to do

* 1. The Supplier shall in writing, by the time and date by the time and date specified by the Contracting Authority following an invitation to tender pursuant to Paragraph 3.1.3 above, provide the Authority and the Contracting Authority with either:
     1. a statement to the effect that it does not wish to tender in relation to the Deliverables; or
     2. the full details of its tender made in respect of the relevant Statement of Requirements. In the event that the Supplier submits such a tender, it should include, as a minimum:
        1. an email response subject line to comprise unique reference number and Supplier name, so as to clearly identify the Supplier;
        2. a brief summary, in the email (followed by a confirmation letter), stating that the Supplier is bidding for the Statement of Requirements;
        3. a proposal covering the Deliverables;
        4. CVs of key staff – as a minimum any lead consultant, with others, as considered appropriate along with required staff levels (if necessary); and
        5. confirmation of discounts applicable to the Deliverables, as referenced in Framework Schedule 3 (Framework Prices) (if applicable).
     3. The Supplier shall ensure that any prices submitted in relation to a Further Competition Procedure held pursuant to this Paragraph 3 shall be based on the Charging Structure and take into account any discount to which the Contracting Authority may be entitled as set out in Framework Schedule 3 (Framework Prices).
     4. The Supplier agrees that:
        1. all tenders submitted by the Supplier in relation to a Further Competition Procedure held pursuant to this Paragraph 3 shall remain open for acceptance by the Contracting Authority for ninety (90) Working Days (or such other period specified in the invitation to tender issued by the Contracting Authority in accordance with the Call-Off Procedure); and
        2. all tenders submitted by the Supplier are made and will be made in good faith and that the Supplier has not fixed or adjusted and will not fix or adjust the price of the tender by or in accordance with any agreement or arrangement with any other person. The Supplier certifies that it has not and undertakes that it will not:
           1. communicate to any person other than the person inviting these tenders the amount or approximate amount of the tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain quotations required for the preparation of the tender; and
           2. enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from submitting a tender or as to the amount of any tenders to be submitted.

1. No requirement to award
   1. Notwithstanding the fact that the Contracting Authority has followed a procedure as set out above in Paragraph 2 or 3 (as applicable), the Supplier acknowledges and agrees that the Contracting Authority shall be entitled at all times to decline to make an award for its Deliverables and that nothing in this Contract shall oblige the Contracting Authority to award any Call-Off Contract.
2. Who is responsible for the award
   1. The Supplier acknowledges that the Contracting Authority is independently responsible for the conduct of its award of Call-Off Contracts under this Contract and that the Authority is not responsible or accountable for and shall have no liability whatsoever, except where it is the Contracting Authority, in relation to:
      1. the conduct of Contracting Authority in relation to this Contract; or
      2. the performance or non-performance of any Call-Off Contracts between the Supplier and Contracting Authority entered into pursuant to this Contract.
3. Awarding and creating a Call-Off contract
   1. Subject to Paragraphs 1 to 5 above and 7, a Contracting Authority may award a Call-Off Contract with the Supplier by sending (including electronically) a signed order form substantially in the form (as may be amended or refined by the Contracting Authority in accordance with Paragraph 3.1.2 above) of the Order Form Template set out in Framework Schedule 6 (Order Form Template and Call-Off Schedules).
   2. The Parties agree that any document or communication (including any document or communication in the apparent form of a Call-Off Contract) which is not as described in this Paragraph 6 shall not constitute a Call-Off Contract under this Contract.
   3. On receipt of an order form as described in Paragraph 6.1 from a Contracting Authority the Supplier shall accept the Call-Off Contract by promptly signing and returning (including by electronic means) a copy of the order form to the Contracting Authority concerned.
   4. On receipt of the countersigned Order Form from the Supplier, the Contracting Authority shall send (including by electronic means) a written notice of receipt to the Supplier within two (2) Working Days and the Call Off Contract shall be formed with effect from the Call Off Start Date stated in the Order Form.
4. e-auctions

How e-auctions work

* 1. The Contracting Authority shall be entitled to include a reverse auction in the Further Competition Procedure in accordance with the rules laid down by the Contracting Authority and the Regulations.
  2. Where Contracting Authority wishes to undertake an electronic reverse auction, where Suppliers compete in real time by bidding as the auction unfolds (**"Electronic Reverse Auction"**) then before undertaking it, the Contracting Authority will make an initial full evaluation of all tenders received in response to its Statement of Requirements. The Contracting Authority will then invite to the Electronic Reverse Auction only those tenders that are admissible in accordance with the Regulations. The invitation shall be accompanied by the outcome of the full initial evaluation of the relevant tenders.
  3. The Contracting Authority will inform the Suppliers of the specification for the Electronic Reverse Auction which shall include:
     + 1. the information to be provided at auction, which must be expressed in figures or percentages of the specified quantifiable features;
       2. the mathematical formula to be used to determine automatic ranking of bids on the basis of new prices and/or new values submitted;
       3. any limits on the values which may be submitted;
       4. a description of any information which will be made available to Suppliers in the course of the Electronic Reverse Auction, and when it will be made available to them;
       5. the conditions under which Suppliers will be able to bid and, in particular, the minimum differences which will, where appropriate, be required when bidding;
       6. relevant information concerning the electronic equipment used and the arrangements and technical specification for connection;
       7. subject to Paragraph 7.5, the date and time of the start of the Electronic Reverse Auction; and
       8. details of when and how the Electronic Reverse Auction will close.
  4. The Electronic Reverse Auction may not start sooner than two (2) Working Days after the date on which the specification for the Electronic Reverse Auction has been issued.
  5. Throughout each phase of the Electronic Reverse Auction the Contracting Authority will communicate to all Suppliers sufficient information to enable them to ascertain their relative ranking.
  6. The Supplier acknowledges and agrees that:
     + 1. the Contracting Authority and its officers, servants, agents, group companies, assignees and customers (including the Authority) do not guarantee that its access to the Electronic Reverse Auction will be uninterrupted or error-free;
       2. its access to the Electronic Reverse Auction may occasionally be restricted to allow for repairs or maintenance; and
       3. it will comply with all such rules that may be imposed by the Contracting Authority in relation to the operation of the Electronic Reverse Auction.
  7. The Contracting Authority will close the Electronic Reverse Auction on the basis of:
     + 1. a date and time fixed in advance;
       2. when no new prices or values meeting the minimum differences required pursuant to Paragraph 7.3 have been received within the prescribed elapsed time period; or
     1. when all the phases have been completed.]

**Part 2: Award Criteria**

1. This Part 2 lays out award criteria for direct award (Annex A) and for further competition (Annex B) in accordance with the Call-Off Procedure.
2. A Call-Off Contract may be awarded on the basis of most economically advantageous tender ("MEAT"). This may be conducted using information available from the Award Support Tool.

Annex A: Direct award criteria

The following criteria and weightings shall apply to the evaluation for direct award of each Call-Off.

|  |  |
| --- | --- |
| **Criteria** | **Relative weighting percentage** |
| [Price (life cycle costs, cost effectiveness & price; price and running costs)] | 0-100% |
| [Technical merit; coverage, network capacity and performance as specified in relevant service levels] | 0-100% |
| [Help desk, account management function and assurance of supply of a range of devices and good value accessories] | 0-100% |
| [Environmental characteristics] | 0-100% |
| [Quality (including delivery time, sales service, good value, accessories, service fitness for purpose)] | 0-100% |

Annex B: Further Competition Award Criteria

The following criteria and weightings shall apply to the evaluation of tenders received through the Further Competition Procedure:

|  |  |
| --- | --- |
| **Criteria** | **Relative weighting percentage** |
| [Quality]  [Which consists of the following criteria:   * [Added Value / Innovation] * [Social Value] * [Approach To Delivery Of The Services] * [Implementation]   [Use Of Supply Chain / Partners] | 0-100% |
| [Compliance] | 0-100% |
| Staff Management/ | 0-100% |
| [Cost effectiveness] | 0-100% |
| [Technical merit] | 0-100% |
| [Technical assistance   * System integration] | 0-100% |
| [Post-Award service] | 0-100% |
| [Price] | 0-100% |
| [Aesthetic and functional characteristics] | 0-100% |
| [Running costs] | 0-100% |
| [Environmental characteristics] | 0-100% |
| [Delivery date and delivery period] | 0-100% |
| [Period of completion] | 0-100% |

**Framework Schedule 8 (Self Audit Certificate)**

You must ensure that this this annual certificate is completed and sent to the Authorised Authorised Representative at the end of each Contract Year.

In accordance with Clause 6 (Record keeping and reporting) of the Framework Contract Framework Ref: RM6160 entered into on [**Insert** Framework Start Date dd/mm/yyyy] between [**Insert** Supplier name] and the Authority, we confirm the following:

1. In our opinion based on the testing undertaken [**Insert** Supplier name] is successfully identifying, recording and reporting on Framework Contract activity.

2. We have tested a sample of 20 Orders and related invoices during our audit for the Contract Year ending [**Insert** dd/mm/yyyy] and confirm that they are correct and in accordance with the Framework Contract.

3. We have tested a sample of 15 Orders and related invoices:

* for the same or similar Deliverables
* for the UK public sector
* not supplied under the Framework Contract
* during our audit for the Contract Year ending [**Insert** dd/mm/yyyy]

We confirm that the Orders and invoices have been procured under an appropriate and legitimate procurement route and could not have been procured under the Framework Contract.

4. We attach an audit report which details:

* the methodology used of the review
* the sampling techniques applied
* details of any issues identified
* remedial action taken

Name:………………………………………………………

Signed:…………………………………………………….

[Head of Internal Audit/ Finance Director/ External Audit firm]

Date:……………………………………………………….

Professional Qualification held by Signatory:............................................................

**Framework Schedule 9 (Cyber Essentials Scheme)**

1. Definitions
   1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

|  |  |
| --- | --- |
| **"Cyber Essentials Scheme"** | the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme can be found at: <https://www.cyberessentials.ncsc.gov.uk/> |
| **"Cyber Essentials Basic Certificate"** | the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance; |
| **"Cyber Essentials Certificate"** | Cyber Essentials Basic Certificate or the Cyber Essentials Plus Certificate to be provided by the Supplier as set out in the Framework Award Form |
| **"Cyber Essential Scheme Data"** | sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and |
| **"Cyber Essentials Plus Certificate"** | the certification awarded on the basis of external testing by an independent certification body of the Supplier’s cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance. |

1. What Certification do you need

2.1  Where the Framework Award Form requires that the Supplier provide a Cyber Essentials Certificate the Supplier shall provide a valid Cyber Essentials Certificate to the Authority. Where the Supplier fails to comply with this Paragraph it shall be prohibited from commencing the provision of Deliverables under any Contract until such time as the Supplier has evidenced to the Authority its compliance with this Paragraph 2.1.

2.2 Where the Supplier continues to process data during the Contract Period of any Call-Off Contract the Supplier shall deliver to the Authority evidence of renewal of the Cyber Essentials Certificate on each anniversary of the first applicable certificate obtained by the Supplier under Paragraph 2.1.

2.3 Where the Supplier is due to process data after the Start date of the first Call-Off Contract but before the end of the Framework Period or Contact Period of the last Call-Off Contract, the Supplier shall deliver to the Authority evidence of:

2.3.1 a valid and current Cyber Essentials Certificate before the Supplier processes any such Cyber Essentials Scheme Data; and

2.3.2 renewal of the valid Cyber Essentials Certificate on each anniversary of the first Cyber Essentials Scheme certificate obtained by the Supplier under Paragraph 2.1

2.4 In the event that the Supplier fails to comply with Paragraphs 2.2 or 2.3 (as applicable), the Authority reserves the right to terminate this Contract for material Default.

2.5 The Supplier shall ensure that all Sub-Contracts with Subcontractors who Process Cyber Essentials Data contain provisions no less onerous on the Subcontractors than those imposed on the Supplier under this Contract in respect of the Cyber Essentials Scheme under Paragraph 2.1 of this Schedule.

2.6 This Schedule shall survive termination or expiry of this Contract and each and any Call-Off Contract.

**Framework Schedule 10 (Security Assurance Requirements)**

1. **Purpose**
   1. The purpose of this document is to outline the security assurance principles that shall be observed by the Supplier and its Supply Chain in delivery of this Framework Contract, and all associated Call Off Contract.
   2. This Schedule 10 also outlines the accreditation and assurance activities required by the Supplier to assure appropriate security measures are in place during the delivery of the Services.
   3. The principles outlined in this document are to be observed as a minimum, and the Authority and the Contracting Authority(s) reserve the right to amend these security assurance requirements at the point of call off or at any time throughout the Contract Period.
2. **Compliance with Security Outcomes**
   1. The Supplier shall ensure that the security outcomes detailed in this section 2, Schedule 10 Security Assurance Requirements are carried out in accordance with industry best practise.
   2. Through delivery of the Services, the Supplier shall ensure that:
      1. Contracting Authority and Supplier personnel are clear on their roles and responsibilities in managing Data, and that the associated business impact of any compromise is understood;
      2. Supplier staff shall be subject to adequate personnel security screening and security education for their role;
      3. Only Authorised Users with a valid business requirement are able to access Data;
      4. Contracting Authority(s) are able to monitor who is given access to their Data;
      5. Data is adequately protected against tampering and unauthorised access, including when such Data is provided or migrated.
      6. There is effective incident management for detecting incidents and managing the subsequent action;
      7. There is the ability to operate normally in the event of failures, incidents or attacks;
      8. Data is backed up and that all copies are appropriately protected.
   3. The Supplier shall ensure that the processes and procedures that are employed in delivery of the Services under this Framework Contract, and any associated Call Off Contract conform to industry best practise, as a minimum;
      1. GCSC Cloud Security Principles

<https://www.ncsc.gov.uk/guidance/cloud-security-principle-1-data-transit-protection>

* + 1. GCSC Protecting Bulk Personal Data <https://www.ncsc.gov.uk/guidance/protecting-bulk-personal-data-introduction>
    2. Compliance to requirements set out in Cabinet Office Security Policy Framework

<https://www.gov.uk/government/publications/security-policy-framework>

* 1. The Supplier shall further ensure that it obtains accreditation to following standards, and maintains such accreditation throughout the life of the framework agreement:
     1. Cyber Essentials Certificate

<https://www.cyberessentials.ncsc.gov.uk/>

* 1. The Supplier shall ensure that it remains familiar with latest best practise guidance with regards to Security Assurance.