

**Framework**

**Award Form**

**Framework Award Form**

This Framework Award Form creates the Framework Contract. It summarises the main features of the procurement and includes CCS and the Supplier’s contact details.

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|  | **CCS** | The Minister for the Cabinet Office represented by its executive agency the Crown Commercial Service (CCS).  Its offices are on: 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP. |
|  | **Supplier** | |  |  | | --- | --- | | Name: | **[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 Lots 1, 2, 3, 4, 5, 6, 7. This opportunity is advertised in the Contract Notice in the Official Journal of the European Union reference [**Insert** reference number] (OJEU Contract Notice). |
|  | **Deliverables** | The proposed agreement will be the recommended corporate finance solution for the UK Public Sector and will look to deliver value for money to the taxpayer when delivering corporate finance requirements whether for transactional or advisory services.  The commercial solution consists of 7 lots:  **Lot 1** – Corporate finance advice, separate to any transaction execution  **Lot 2** – Advice on and execution of specific corporate transactions (typically referred to as mergers and acquisitions, or M&A)  **Lot 3** – Advice on and execution of specific equity or equity related capital markets transactions (typically referred to as equity capital markets, or ECM)  **Lot 4** – Advice on and execution of specific debt capital markets transactions (typically referred to as debt capital markets, or DCM)  **Lot 5** – Specialist retail offer advice and execution in relation to specific capital markets transactions  **Lot 6** - Specialist corporate finance advice in relation to the infrastructure sector  **Lot 7** - Specialist corporate finance advice in relation to portfolios of, or discreet, financial assets  See Framework Schedule 1 (Specification) for further details. |
|  | **Framework**  **Start Date** | 05/06/2020 |
|  | **Framework Expiry Date** | 05/06/2024 |
|  | **Framework**  **Optional**  **Extension**  **Period** | There are no extensions on this Framework |
|  | **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) RM6169 4. Joint Schedule 11 (Processing Data) RM6169 5. The following Schedules for RM6169 (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 NOT USED      + Call-Off Schedule 13 NOT USED      + Call-Off Schedule 14 NOT USED      + Call-Off Schedule 15 (Call-Off Contract Management)      + Call-Off Schedule 16 (Benchmarking)      + Call-Off Schedule 17 (MOD terms)      + Call-Off Schedule 18 NOT USED      + 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  * 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 9 NOT USED * Joint Schedule 10 (Rectification Plan) * Joint Schedule 12 NOT USED  1. CCS Core Terms (version 3.0.7) 2. Joint Schedule 5 (Corporate Social Responsibility) RM6169 3. Framework Schedule 2 (Framework Tender) RM6169 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** | The Parties have agreed that the following Special Terms shall apply in addition to and vary the CCS Core Terms:   1. Clause 11.5 of the CCS Core Terms is varied with deletions marked as strikeout and insertions underlined as follows:   “*11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3, 9.5, 12.2 ~~or 14.8~~ or Call-Off Schedule 2 (Staff Transfer) of a Contract.”*   1. In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed £10 million. 2. Clause 11.7 of the CCS Core Terms is varied with deletions marked as strikeout and insertions underlined as follows:   *“11.7 When calculating the Supplier’s liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:*  *● Deductions*  *● any items specified in Clause 11.5*  *● any item specified in Framework Special Term 2”* |
|  | **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 or equivalent ISO 27001. Details in Framework Schedule F9 (Cyber Essentials Scheme) |
|  | **Management Charge** | The Supplier will pay, excluding VAT, **0.5%** 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] |
|  | **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] |