



Crown
Commercial
Service

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.

1.	CCS	<p>The Minister for the Cabinet Office represented by its executive agency the Crown Commercial Service (CCS).</p> <p>Its offices are on: 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP.</p>
2.	Supplier	<p>Name: [Insert] name (registered name if registered)]</p> <p>Address: [Insert] address registered address if registered]</p> <p>Registration number: [Insert] registration number if registered]</p> <p>SID4GOV ID: [Insert] SID4GOV ID if you have one]</p>
3.	Framework Contract	<p>This framework contract between CCS and the Supplier allows the Supplier to be considered for Call-off Contracts to supply the Deliverables</p> <p>[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.]</p> <p>This opportunity is advertised in the Contract Notice in the Official Journal of the European Union reference [Insert] reference number] (OJEU Contract Notice).</p>
4.	Deliverables	<p>[Lot 1 Print Management Services, including strategic and transformational services]</p> <p>[Lot 2 Print Management Services]</p> <p>See Framework Schedule 1 (Specification) for further details.</p>
5.	Framework Start Date	[Insert] Day Month Year]
6.	Framework Expiry Date	[Insert] Day Month Year]
7.	Framework Optional	Not Applicable

	Extension Period	
8.	Order Procedure	<p>Lot 1</p> <ul style="list-style-type: none"> ● direct award <p>Lot 2</p> <ul style="list-style-type: none"> ● further competition <p>See Framework Schedule 7 (Call-off Award Procedure)</p>
9.	<p>Framework Incorporated Terms</p> <p>(together these documents form the 'the Framework Contract')</p>	<p>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:</p> <ol style="list-style-type: none"> 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) RM6170 4. Joint Schedule 11 (Processing Data) RM6170 5. The following Schedules for RM6170 (in equal order of precedence): <ul style="list-style-type: none"> ○ Framework Schedule 1 (Specification) ○ Framework Schedule 3 (Framework Prices) ○ Framework Schedule 4 (Framework Management) ○ Framework Schedule 5 (Management Charges and Information) ○ C&HP Services Order Form Template (Short Form) ○ Framework Schedule 6 (Order Form Template and Call-Off Schedules) including the following template Call-Off Schedules: <ul style="list-style-type: none"> ▪ Call-Off Schedule 1 (Transparency Reports) ▪ Call-Off Schedule 2 (Staff Transfer) ▪ Call-Off Schedule 4 (Call-Off Tender) ▪ 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 12 (Clustering) ▪ Call-Off Schedule 13 (Implementation Plan and Testing) ▪ Call-Off Schedule 14 (Service Levels) ▪ Call-Off Schedule 15 (Call-Off Contract Management)

		<ul style="list-style-type: none"> ▪ 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 23 (Consignment Stock Services) ○ 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 (Minimum Standards of Reliability) ○ Joint Schedule 10 (Rectification Plan) ○ Joint Schedule 12 (Supply Chain Visibility) ○ Joint Schedule 13 (Continuous Improvement) ○ Joint Schedule 14 Benchmarking) <p>6. CCS Core Terms (version 3.0.8)</p> <p>7. Joint Schedule 5 (Corporate Social Responsibility) RM6170</p> <p>8. Framework Schedule 2 (Framework Tender) RM6170 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</p>
10.	Framework Special Terms	<p>Special Term 1 - Prompt Payment</p> <p>1.1 This Framework Special Term 1 is incorporated into the Framework Contract for Lot 1 only. It is not incorporated into any Framework Contract for Lot 2.</p> <p>1.2 On the Framework Start Date, the Supplier shall provide to CCS a certificate signed by a director of the Supplier setting out for the period of 12 Months ending on the day before the Framework Start Date:</p> <p>1.2.1 the percentage of supply chain invoices that the Supplier paid within 30 days;</p>

	<p>1.2.2 the percentage of supply chain invoices that the Supplier paid between 31 days and 60 days;</p> <p>1.2.3 the percentage of supply chain invoices that the Supplier paid in 61 days or more; and</p> <p>1.2.4 the percentage of supply chain invoices not paid within the agreed terms,</p> <p>(the “Payment Performance Initial Certificate”).</p> <p>1.3 The Supplier shall provide a plan to improve its payment performance to CCS (the “Payment Performance Improvement Plan”) in draft form. The Supplier shall be prohibited from commencing the provision of Deliverables under any Contract until such time as the Supplier has provided a draft Payment Performance Improvement Plan to CCS.</p> <p>1.4 The Payment Performance Improvement Plan must, as a minimum:</p> <p>1.4.1 identify the primary causes of the Supplier’s failure to pay:</p> <p>1.4.1.1 at least 95% of all supply chain invoices within 60 days; and</p> <p>1.4.1.2 (if relevant) all supply chain invoices within agreed terms;</p> <p>1.4.2 set out actions that the Supplier will take to address each of these causes to achieve the aim of the Supplier paying at least 95% of all</p>
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		<p>supply chain invoices within 60 days in the 6 Months ending on the scheduled Framework Expiry Date;</p> <p>1.4.3 set out the actions that the Supplier will take to achieve the milestone of the Supplier paying at least 85% of all supply chain invoices within 60 days in the 6 Months ending on the second anniversary of the Framework Start Date (the “Mid-Point Milestone”);</p> <p>1.4.4 define a milestone for completion of each action (each a “Payment Performance Milestone”) in addition to the Mid-Point Milestone; and</p> <p>1.4.5 a commitment by the Supplier to submit report on progress on the actions set out in the Payment Performance Improvement Plan to the CCS Framework Agreement Manager as part of the framework management undertaken under Framework Schedule 4.</p> <p>1.5 When CCS receives a draft Payment Performance Improvement Plan it can either:</p> <p>1.5.1 reject the draft Payment Performance Improvement Plan or revised draft Payment Performance Improvement Plan, giving reasons; or</p> <p>1.5.2 accept the draft Payment Performance Improvement Plan or revised draft Payment Performance Improvement Plan (without limiting its rights).</p> <p>1.6 The Supplier shall:</p> <p>1.6.1 immediately after CCS accepts the Payment Improvement Plan, start work on the actions in the Payment Performance Improvement Plan at its own cost;</p>
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1.6.2 within 5 Working Days of CCS accepting the Payment Improvement Plan, provide CCS with a Payment Improvement Plan in the accepted form signed by a director of the Supplier; and

1.6.3 within 5 Working Days of CCS accepting the Payment Improvement Plan, publish, with unrestricted and full direct access free of charge on its website, a summary of the Payment Improvement Plan in a form satisfactory to CCS.

1.7 At any time, CCS may:

1.7.1 require the Supplier to issue, within 5 Working Days of the request, a certificate signed by a director of the Supplier containing equivalent information to the information set out in the Payment Performance Initial Certificate for any period specified by CCS (a "Payment Performance Certificate"); and/or

1.7.2 audit, or instruct its Auditor to audit, the Supplier's compliance with the Payment Improvement Plan in accordance with Clauses 6.3 and 6.4 of the Core Terms.

1.8 If the Supplier does not meet the Mid-Point Milestone, CCS and the Supplier have agreed that the Management Charge shall automatically increase by 0.25% of all the Charges for the Deliverables (excluding VAT) invoiced to the Buyer under all Call-Off Contracts with immediate effect on and from the day immediately after the second anniversary of the Framework Start Date and that the increase shall be effective up to and including the End Date of the Framework Contract Period. CCS and the Supplier acknowledge and agree that, particularly in the light of Procurement Policy Note 04/19, CCS has a legitimate interest in the Supplier achieving the Mid-Point Milestone and that any increase in the Management Charge as a result of this Special Term 1.8 would be proportionate to that interest.

		<p>1.9 If any of the following events happen, CCS can immediately terminate the Framework Contract by issuing a Termination Notice to the Supplier in each case as a material Default of the Framework Contract for the purposes of the fourth bullet of Clause 10.4.1 of the Core Terms:</p> <p>1.9.1 the Supplier does not provide the Payment Performance Initial Certificate in accordance with Special Term 1.2;</p> <p>1.9.2 the Supplier does not provide the Payment Performance Improvement Plan in accordance with Special Term 1.3;</p> <p>1.9.3 acting reasonably, CCS rejects a revised draft Payment Improvement Plan;</p> <p>1.9.4 the Supplier does not provide a Payment Performance Certificate in accordance with Special Term 1.7.1; or</p> <p>1.9.5 the Supplier consistently and repeatedly fails to meet the Payment Performance Milestones.</p> <p>[Special Term 2 -]</p> <p>[Special Term 3 -]</p>
11.	Framework Prices	<p>[Insert information about the prices]</p> <p>Details in Framework Schedule 3 (Framework Prices)</p>
12.	Insurance	<p>Details in Annex of Joint Schedule 3 (Insurance Requirements).</p>

13.	Cyber Essentials Certification	Cyber Essentials Scheme Plus Certificate (or equivalent). Details in Framework Schedule 9 (Cyber Essentials Scheme)
14.	Management Charge	The Supplier will pay, excluding VAT, one (1) % of all the Charges for the Deliverables invoiced to the Buyer under all Call-Off Contracts.
15.	Data Protection Liability Cap	£10,000,000
16.	Supplier Framework Manager	[Insert name] [Insert job title] [Insert email address] [Insert phone number]
17.	Supplier Authorised Representative	[Insert name] [Insert job title] [Insert email address] [Insert phone number]
18.	Supplier Compliance Officer	[Insert name] [Insert job title] [Insert email address] [Insert phone number]
19.	Supplier Data Protection Officer	[Insert name] [Insert job title] [Insert email address] [Insert phone number]
20.	Supplier Marketing Contact	[Insert name] [Insert job title] [Insert email address]

		[Insert phone number]
21.	Key Subcontractors	<p>Key Subcontractor 1</p> <p>Name (Registered name if registered) [insert name]</p> <p>Registration number (if registered) [insert number]</p> <p>Role of Subcontractor [insert role]</p> <p>[Guidance: copy above lines as needed]</p>
22.	CCS Authorised Representative	<p>[Insert name]</p> <p>[Insert job title]</p> <p>[Insert email address]</p> <p>[Insert phone number]</p>

For and on behalf of the Supplier:		For and on behalf of CCS:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	