

**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.

|  |  |  |
| --- | --- | --- |
|  | 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: | **[REDACTED]** | | Address: | **[REDACTED]** | | Registration number: | **[REDACTED]** | |  |  | |
|  | 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. This opportunity is advertised in the Contract Notice in the Official Journal of the European Union reference 2019/S 223-546979 OJEU Contract Notice. |
|  | Deliverables | This new framework agreement will offer vehicle telematics products and services to help fleet managers improve the safety and efficiency of fleet operations.  The scope of the Framework Contract covers the United Kingdom of Great Britain and Northern Ireland.  Suppliers appointed to the Framework Contract will be responsible for the provision of:   1. Vehicle telematics hardware, software and associated products; 2. Data analysis and risk management software solutions.   The Supplier will be required to provide Deliverables to Buyers including but not limited to:   * taking orders for the Deliverables from Buyers in respect of the relevant Lot; * undertaking the installation of the Deliverables ordered by Buyers in respect of the relevant Lot; * provision of service, maintenance and repair in respect of the relevant lot; * undertaking any billing requirements; * providing a support function to deal with Buyer enquiries and issues; * complying with any Performance Indicators, service levels and any reporting requirements; * providing account management to manage the relationship between the Supplier and Buyer under the Call-Off Contract.   See Framework Schedule 1 (Specification) for further details. |
|  | Framework  Start Date | 24/04/2020 |
|  | Framework Expiry Date | 23/04/2024 |
|  | Framework  Optional  Extension  Period | Not applicable. The framework term is for 48 months. |
|  | Order  Procedure | * direct award * partially re-opening competition * 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) RM6143 4. Joint Schedule 11 (Processing Data) RM6143 5. The following Schedules for RM6143 (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 (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)      + Call-Off Schedule 23 (Supplier Furnished 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 9 (Minimum Standards of Reliability) * Joint Schedule 10 (Rectification Plan) * Joint Schedule 12 (Supply Chain Visibility)  1. CCS Core Terms (version 3.0.7) 2. Joint Schedule 5 (Corporate Social Responsibility) RM6143 3. Framework Schedule 2 (Framework Tender) RM6143 as long as any part of the Framework Tender that offers a better commercial position for CCS or Buyers (as decided by CCS) take precedence over the documents above. |
|  | Framework Special Terms | Special Term 1 – For Lot 1, the following Core Terms are modified in respect of the Call-Off Contract (but not modified in respect of the Framework Contract)  3.1.2 Warranty period is amended to 12 months.  3.2.2 Amended to: "All manufacturer warranties covering the Goods must: either be assignable to the Buyer on request and for free, or the Supplier must make claims under the warranties for the Buyer whenever asked to do so for free."  3.2.3 Amended to: "The Supplier transfers risk of the Goods on Delivery and ownership or possession of the Goods on payment for those Goods, whichever is earlier."  3.2.11 Amended to: "The Buyer can cancel any order or part order of Goods which has not been Delivered. The Buyer will pay the Supplier’s reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs."  4.8, 4.9, 4.10 Will not apply.  11.2 Amended to: "Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £1 million or 150% of the Estimated Yearly Charges unless otherwise specified in the Call-Off Order Form."  16.1 Amended to: “The Supplier must tell the Relevant Authority within two (2) working days if it receives a Request For Information.” |
| Special Term 2 – For Lot 2, the following Core Terms are modified in respect of the Call-Off Contract (but not modified in respect of the Framework Contract)  3.2.11 Amended to: "The Buyer can cancel any order or part order of Goods which has not been Delivered. The Buyer will pay the Supplier’s reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs."  4.8, 4.9, 4.10 Will not apply.  11.2 Amended to: "Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £1 million or 150% of the Estimated Yearly Charges unless otherwise specified in the Call-Off Order Form."  16.1 Amended to: “The Supplier must tell the Relevant Authority within two (2) working days if it receives a Request For Information.” |
|  | 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 equivalent). Details in Framework Schedule 9 (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 | **[REDACTED]** |
|  | Supplier  Authorised Representative | **[REDACTED]** |
|  | Supplier  Compliance Officer | **[REDACTED]** |
|  | Supplier Data Protection  Officer | **[REDACTED]** |
|  | Supplier  Marketing Contact | **[REDACTED]** |
|  | Key Subcontractors | **[REDACTED]** |
|  | CCS  Authorised Representative | **[REDACTED]** |

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of CCS:** | |
| Signature: | **[REDACTED]** | Signature: | **[REDACTED]** |
| Name: | **[REDACTED]** | Name: | **[REDACTED]** |
| Role: | **[REDACTED]** | Role: | **[REDACTED]** |
| Date: | **[REDACTED]** | Date: | **[REDACTED]** |