**

**Framework**

**Award Form and Schedules**

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: | **[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 Lot(s) [x, y]. You cannot deliver in any other Lot under this contract. Any references made to other Lots in this contract do not apply.]  This opportunity is advertised in the Contract Notice in the Official Journal of the European Union reference RM6137 (OJEU Contract Notice). |
|  | Deliverables | [Insert general description of the Deliverables, by Lot if relevant]  See Framework Schedule 1 (Specification) for further details. |
|  | Framework  Start Date | [**Insert** Day Month Year] |
|  | Framework Expiry Date | [**Insert** Day Month Year] |
|  | Framework  Optional  Extension  Period | [**Insert** detail about extensions of this contract]  Up to [**Insert** Day Month Year] |
|  | Order  Procedure | **[Delete** any not relevant:]   * [direct award] * [partially re-opening competition] * [further competition]   See Framework Schedule 7 (Call-off Award Procedure) |
|  | Framework Incorporated Terms  (together these documents form ‘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) RM6137 4. Joint Schedule 11 (Processing Data) RM6137 5. The following Schedules for RM6137 (in equal order of precedence):   [**Guidance:** **delete** any highlighted Schedule that is not needed for this procurement. **Add** any additional Schedule that is needed. **Remove** any highlighting remaining before publication. **Note** that the parallel section in the Order Form is handled differently.]   * + 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) – **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 (Installation Works) – **NOT USED**     - 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) – **NOT**   **USED**   * + - Call-Off Schedule 18 (Background Checks) – **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 (Lease Terms) – **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 (Minimum Standards of Reliability) * Joint Schedule 10 (Rectification Plan) * Joint Schedule 11 (Data Processing) * Joint Schedule 12 (Supply Chain Visibility) – **NOT USED** * Joint Schedule 13 (Secondments)  1. CCS Core Terms (version 3.0.6) 2. Joint Schedule 5 (Corporate Social Responsibility) 3. Framework Schedule 2 (Framework Tender) [**Insert** framework reference number] 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 - [**Insert** terms to revise or supplement Core Terms or Schedules, or **enter** ‘N/A’ and delete the extra rows below |
| [Special Term 2 - ] |
| [Special Term 3 - ] |
|  | Framework Prices | Details in Framework Schedule 3 (Framework Prices) |
|  | Insurance | Details in Annex of Joint Schedule 3 (Insurance Requirements). |
|  | Cyber  Essentials Certification | [Delete if not required]   * [Not required] * [Cyber Essentials Scheme [Basic / Plus] Certificate (or equivalent). Details in Framework Schedule F9 (Cyber Essentials Scheme)] |
|  | Management Charge | The Supplier will pay, excluding VAT, 1% Management Charge 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] |

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

**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 Buyer 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 Annex 1 shall be available for use in calculation of Framework Prices in Call Off Contracts.

Are costs and expenses included in the Framework Prices

* 1. Except as expressly set out in Paragraph 4 below, or otherwise stated in a Call Off Order Form] 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 first 2 years following the Framework Contract Commencement Date (the date of expiry of such period is a "**Review Date**"). After this Framework Prices can only be adjusted on each following yearly anniversary (the date of each such anniversary is also a "**Review Date**").
  2. The Supplier shall give CCS at least three (3) Months' notice in writing prior to a Review Date where it wants to request an increase. If the Supplier does not give notice in time then it will only be able to request an increase prior to the next Review Date.
  3. Any notice requesting an increase shall include:
     1. a list of the Framework Prices to be reviewed;
     2. for each Framework Price under review, written evidence of the justification for the requested increase including:
        1. a breakdown of the profit and cost components that comprise the relevant Framework Price;
        2. details of the movement in the different identified cost components of the relevant Framework Price;
        3. reasons for the movement in the different identified cost components of the relevant Framework Price;
        4. evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components; and
        5. evidence that the Supplier’s profit component of the relevant Framework Price is no greater than that applying to Framework Prices using the same pricing mechanism as at the Contract Commencement Date.
  4. CCS shall consider each request for a price increase. CCS may grant Approval to an increase at its sole discretion.
  5. Where CCS approves an increase then it will be implemented from the first (1st) Working Day following the relevant Review Date or such later date as CCS may determine at its sole discretion and Annex 1 shall be updated accordingly.

Other events that allow the Supplier to change the Framework Prices

* 1. The Framework Prices can also be varied (and Annex 1 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
     5. indexation, where Annex 1 states that a particular Framework Price or any component is “subject to Indexation” in which event Paragraph 7 below shall apply.

When the Framework Prices are linked to inflation

* 1. Where the Framework Charges are stated to be "subject to Indexation" they shall be adjusted in line with changes in the Consumer Price Index ("CPI"). All other costs, expenses, fees and charges shall not be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier.
  2. Framework Prices shall not be indexed during the first 2 years following the Framework Contract Commencement Date.
  3. Where Annex 1 states a Framework Price is subject to Indexation then it will be indexed on the date which is 2 years after the Framework Commencement Date to reflect the percentage change in the CPI since the Framework Commencement Date. They shall be indexed on each following yearly anniversary to reflect the percentage change in the CPI since the previous change.
  4. Where the CPI Index:
     1. used to carry out an indexation calculation is updated (for example due to it being provisional) then the indexation calculation shall also be updated unless CPS and the Supplier agree otherwise;
     2. is no longer published, CCS and the Supplier shall agree a fair and reasonable replacement that will have substantially the same effect.]

When you will be reimbursed for travel and subsistence

* 1. [Expenses shall only be recoverable where:
     1. the Time and Materials pricing mechanism is used; and
     2. the Order Form states that recovery is permitted; and
     3. they are Reimburseable Expenses and are supported by Supporting Documentation.
  2. The Buyer shall provide a copy of their current expenses policy to the Supplier upon request.

**Annex 1: Rates and Prices**

Table 1: Time and Materials - hourly

The Supplier (and its Sub-Contractor) shall not be entitled to include any uplift for risks or contingencies within its day rates

The rates below shall [not] be subject to variation by way of Indexation

|  |  |
| --- | --- |
| **Staff Grade** | **Rate** |
|  |  |
|  |  |

Table 2: Time and Materials - Daily

The rates below shall [not] be subject to variation by way of Indexation

|  |  |
| --- | --- |
| **Staff Grade** | **Rate** |
|  |  |
|  |  |

Table 3: Risk and Reward

The rates below shall [not] be subject to variation by way of Indexation

|  |  |
| --- | --- |
| **Complexity** | **Percentage Rate** |
|  |  |
|  |  |

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 CCS and the Supplier will work together

* 1. The successful delivery of this Contract will rely on the ability of the Supplier and CCS 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 CCS.
  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 CCS, the Supplier shall produce and issue to CCS a draft supplier action plan (the "Supplier Action Plan"). CCS 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 CCS. Any changes to the Supplier Action Plan shall be notified by CCS to the Supplier. The Supplier shall not unreasonably withhold its agreement to any changes to the Supplier Action Plan. Any such changes shall, unless CCS otherwise Approves, be agreed between the Parties and come into effect within two weeks from receipt by the Supplier of CCS’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 CCS 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 CCS.

Supplier Review Meetings

* 1. Regular performance review meetings will take place at CCS’s premises throughout the Framework Contract Period ("Supplier Review Meetings") at such times and frequencies as CCS 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 CCS and sent to the Supplier in advance.
  3. The Supplier Review Meetings shall be attended, as a minimum, by CCS Representative(s) and the Supplier Framework Manager.

[Guidance Note to bidders]: for further information on Supplier Action Plans and Supplier’s management see the "Supplier Guidance on Supplier Management" published by CCS at <https://www.gov.uk/government/publications/crown-commercial-service-supplier-logo-and-brand-guidelines>

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** |
| **FRAMEWORK MANAGEMENT** | | |
| MI returns: All MI returns to be returned to the Authority by the 7th of each month | **100%** | Confirmation of receipt and time of receipt by the Authority (as evidenced within the Authority’s management information 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 finance system) |
| Actions identified in an audit by an Accreditation Body or other party 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 |

* 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. CCS 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 CCS and the Supplier in accordance with the Variation Procedure.
  3. CCS 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 CCS 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 Buyers 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 CCS 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 CCS and the Buyer can’t agree about the performance

* 1. In the event that CCS 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 CCS 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 CCS 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 CCS publications

* 1. The Supplier shall supply current information relating to the Goods and/or Services it offers for inclusion in CCS marketing materials when required by CCS from time to time.
  2. Such information shall be provided in such form and at such time as CCS 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 CCS branding guidance at [https://www.gov.uk/government/publications/crown-commercial-service-supplier-logo-and-brand-guidelines](ttps://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, CCS or the relevant Buyer 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 CCS might oversee parts of the Call-Off Contracts
   1. CCS 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. Schedule C3 (Continuous Improvement);
      2. Schedule C7 (Business Continuity and Disaster Recovery);
      3. Schedule C8 (Security); and
      4. Schedule C13 (Benchmarking.

(the **"Supported Schedules"**)

How the Supplier must support CCS involvement

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

Where CCS might manage the process for Buyers collectively

* 1. In addition to general oversight as referred to above the following specific oversight shall apply to the individual Supported Schedules:
     1. Schedule C3 (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 CCS, incorporate any improvement identified in accordance with the Variation Procedure.
     2. Schedule C7 (Business Continuity and Disaster Recovery) - the Supplier shall:
        1. create and hold a template BCDR plan that can be used by each Buyer and shall make it available to CCS so that it can be published to potential Buyers; and
        2. notify CCS in the event of the invocation or potential invocation of any BCDR plan and the Supplier shall provide such support as CCS may reasonably require to coordinate the application of BCDR plans across all Call Off Agreements.
     3. Schedule C8 (Security) - the Supplier shall:
        1. create and hold a template Security Plan that can be used by each Buyer and shall make it available to CCS so that it can be published to potential Buyers; and
        2. notify CCS in the event of breach of any Security Plan and the Supplier shall provide such support as CCS may reasonably require to coordinate the application of Security Plans across all Call Off Agreements.
     4. Schedule C13 (Benchmarking)- the Supplier:
        1. shall notify CCS in the event that any benchmarker is appoint in respect of any Call Off Agreement and the Supplier recognises that CCS may want to co-ordinate how benchmarking is conducted across multiple Call Off Agreements;
        2. shall where CCS is appointed as agent by Buyers in respect of benchmarking, co-operate with CCS in order to operate the benchmarking as efficiently as possible.
        3. agrees that notwithstanding the remainder of Clause 15 (Confidentiality) in the Core Terms, CCS 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).

Framework Schedule 5 (Management Charges and Information)

1. How to provide management information to CCS
   1. The Supplier shall, at no charge, provide timely, full, accurate and complete MI Reports to CCS which incorporate the data, in the correct format, required by the MI Reporting Template and such guidance that CCS may issue from time to time.
   2. The initial **MI Reporting Template** is set out in the Annex to this Schedule and CCS may change it from time to time (including the data required and/or format) and issue a replacement version. CCS 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 CCS.

2 Reporting period

2.1 MI Reports must be completed and returned to CCS 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 CCS data submission service available at https://miso.ccs.cabinetoffice.gov.uk
   2. CCS may reasonably require that MI Reports be submitted by an alternative means such as email.
   3. Where requested by CCS, the Supplier shall provide Management Information to a Buyer as specified by CCS.
   4. The Supplier shall:

3.4.1 promptly after the Framework Start Date provide an e-mail and/or postal address to which CCS 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 CCS of any changes to the details previously provided to CCS under this Paragraph 3.4.

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

How CCS can use the Management Information

* 1. The Supplier grants CCS a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to:
     1. use and to share with any Buyer, 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 CCS for CCS’ 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. CCS may consult with the Supplier to inform its decision to publish information. However, CCS shall retain absolute discretion regarding the extent, content and format of any disclosure.
  2. Following receipt of the completed MI Report, CCS 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 CCS 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 CCS invoices should be completed within thirty (30) days. CCS 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 CCS identify error(s) and/or omission(s) in historic MI Report(s), the Supplier must provide corrected MI report(s) to CCS 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 CCS.
   2. Following an **MI Failure,** CCS 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 CCS. If CCS 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 CCS 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 CCS 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 CCS 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 CCS 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 CCS shall be entitled to immediate payment of the balance as a debt together with interest.

**Annex: MI Reporting Template**



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

**Part A**

**Order Form Template**

CALL-OFF REFERENCE: **[Insert** Buyer’s contract reference number]

THE BUYER: **[Insert** Buyer’s name]

BUYER 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]

**[Buyer 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, the text below must be   
copied into the electronic order form]

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 [**Insert** Framework Contract Reference number] for the provision of [**Insert** name of goods and services].

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. 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) **RM6137**
3. The following Schedules in equal order of precedence:

[**Buyer 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 **RM6137**
  + 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)
* Call-Off Schedules for **[Insert** Call-Off reference number]
  + 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) – **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 (Installation Works) – **NOT USED**
  + 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 18 (Background Checks) **- NOT USED**
  + Call-Off Schedule 19 (Scottish Law)
  + Call-Off Schedule 20 (Call-Off Specification)
  + Call-Off Schedule 21 (Northern Ireland Law)

1. CCS Core Terms (version 3.0.6)
2. Joint Schedule 5 (Corporate Social Responsibility) **RM6137**
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 Buyer (as decided by the Buyer) 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: **[Inset** Day Month Year]

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

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

CALL-OFF DELIVERABLES

**[Buyer 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.

**[Buyer 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 Buyer must always provide a figure here]

CALL-OFF CHARGES

**[Buyer 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 5, 6 and 7 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 Buyer 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]

BUYER’S INVOICE ADDRESS:

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

BUYER’S AUTHORISED REPRESENTATIVE

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

BUYER’S ENVIRONMENTAL POLICY

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

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

BUYER’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)]

E-AUCTIONS

[**Insert** Not applicable **or insert** The Buyer can include an electronic reverse auction in any Further Competition]

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]].

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 Buyer:** | |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Role: |  | Role: |  |
| Date: |  | Date: |  |

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

**Part B**

**Call-Off Schedules**

**[Insert** template Call-Off Schedules listed in the Framework Award Form. These are either:

* mandatory
* optional: where highlighted in square brackets in the Call-Off Incorporated Terms in Part A of this Schedule may be selected or removed from the Call-Off Contract]

Framework Schedule 7 (Call-Off Award Procedure)

Part 1: Order Procedure

1. How a Call-Off Contract is awarded
   1. If a potential Buyer 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 Buyer 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 Buyer may award a Call-Off Contract in accordance with the procedure set out in Paragraph 5 below.

* 1. If all of the terms of the proposed Call-Off Contract are not laid down in this Contract and the potential Buyer:
     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 Buyer shall award a Call-Off Contract in accordance with the Further Competition Procedure set out in Paragraph 7 below.

1. How a Direct Award works (when a further competition is not needed)
   1. Subject to Paragraph 1.2 above the Buyer 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’ catalogues 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 7 below.
2. How a further competition works

What the Buyer has to do

* 1. The Buyer 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:
        1. if an Electronic Reverse Auction (as defined in Paragraph 4 below) is to be held, the Buyer shall notify the Suppliers identified in accordance with Paragraph 3.1.1 and shall conduct the Further Competition Procedure in accordance with the procedures set out in Paragraph 4; or
        2. if an Electronic Reverse Auction is not used, the Buyer 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 7. 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 Buyer 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 Buyer following an invitation to tender pursuant to Paragraph 3.1.3 above, provide the Buyer 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 Buyer 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 Buyer for ninety (90) Working Days (or such other period specified in the invitation to tender issued by the Buyer 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. How e-auctions work
   1. Where indicated in the Order Form, the Buyer shall be entitled to include a reverse auction in the Further Competition Procedure in accordance with the rules laid down by the Buyer and the Regulations.
   2. Where Buyer 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 Buyer will make an initial full evaluation of all tenders received in response to its Statement of Requirements. The Buyer 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 Buyer 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 4.5, 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 Buyer will communicate to all Suppliers sufficient information to enable them to ascertain their relative ranking.
   6. The Supplier acknowledges and agrees that:
      * 1. the Buyer and its officers, servants, agents, group companies, assignees and customers (including CCS) 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 Buyer in relation to the operation of the Electronic Reverse Auction.
   7. The Buyer 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 4.3 have been received within the prescribed elapsed time period; or

when all the phases have been completed.

1. No requirement to award
   1. Notwithstanding the fact that the Buyer has followed a procedure as set out above in Paragraph 2 or 3 (as applicable), the Supplier acknowledges and agrees that the Buyer shall be entitled at all times to decline to make an award for its Deliverables and that nothing in this Contract shall oblige the Buyer to award any Call-Off Contract.
2. Who is responsible for the award
   1. The Supplier acknowledges that the Buyer is independently responsible for the conduct of its award of Call-Off Contracts under this Contract and that CCS is not responsible or accountable for and shall have no liability whatsoever, except where it is the Buyer, in relation to:
      1. the conduct of Buyer in relation to this Contract; or
      2. the performance or non-performance of any Call-Off Contracts between the Supplier and Buyer entered into pursuant to this Contract.
3. Awarding and creating a Call-Off contract
   1. Subject to Paragraphs 1 to 6 above, a Buyer 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 Buyer 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 7 shall not constitute a Call-Off Contract under this Contract.
   3. On receipt of an order form as described in Paragraph 7.1 from a Buyer 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 Buyer concerned.
   4. On receipt of the countersigned Order Form from the Supplier, the Buyer 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.

**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").

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**  [**Guidance:** where weighting is not possible for objective reasons, list the criteria in decreasing order of importance, amend the column heading to read 'Rank order of importance where 1 = most important, 2 = second most important etc.'. The figure 1 must be in the top row, running down to the least important in the bottom row.] |
| [Price (life cycle costs, cost effectiveness & price; price and running costs)] | [ ] |
| [Technical merit; coverage, network capacity and performance as specified in relevant service levels] | [ ] |
| [Help desk, account management function and assurance of supply of a range of devices and good value accessories] | [ ] |
| [Environmental characteristics] | [ ] |
| [Quality (including delivery time, sales service, good value, accessories, service fitness for purpose)] | [ ] |

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**  [**Guidance:** where weighting is not possible for objective reasons, list the criteria in decreasing order of importance, amend the column heading to read 'Rank order of importance where 1 = most important, 2 = second most important etc.'. The figure 1 must be in the top row, running down to the least important in the bottom row.] |
| Quality  Cost effectiveness  Technical merit  Technical assistance  After sales service  Price  Aesthetic and functional characteristics  Running costs  Environmental characteristics  Delivery date and delivery period  Period of completion |  |

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

**[Supplier guidance:** You must ensure that this this annual certificate is completed and sent to the CCS Authorised Representative at the end of each Contract Year]

In accordance with Clause 6 (Record keeping and reporting) of the Framework Contract Framework Ref: RM6137 entered into on [**Insert** Framework Start Date dd/mm/yyyy] between [**Insert** Supplier name] and CCS, 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 prior to Framework Commencement Date. the Supplier shall provide a valid Cyber Essentials Certificate to CCS. 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 CCS 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 CCS 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 CCS 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), CCS 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.