



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.	<b>CCS</b>	<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.	<b>Supplier</b>	<p>Name: <b>[Insert]</b> name (registered name if registered)]</p> <p>Address: <b>[Insert]</b> address registered address if registered]</p> <p>Registration <b>[Insert]</b> registration number if registered]</p> <p>number:</p> <p>SID4GOV ID: <b>[Insert]</b> SID4GOV ID if you have one]</p>
3.	<b>Framework Contract</b>	<p>This framework contract between CCS and the Supplier allows the Supplier to be considered for Call-off Contracts to supply the Deliverables <b>[in Lot(s) [1, 2]]</b> covering all Service Provisions. You cannot deliver in any other Lot under this Contract. Any references made to other Lots or service provisions in this Contract do not apply.]</p> <p>This opportunity is advertised in the Contract Notice in the Find a Tender Service reference <b>[Insert]</b> reference number] (FTS Contract Notice).</p>
4.	<b>Deliverables</b>	See Framework Schedule 1 (Specification) for further details.
5.	<b>Framework Start Date</b>	<b>[Insert]</b> Day Month Year]
6.	<b>Framework Expiry Date</b>	<b>[Insert]</b> Day Month Year]
	<b>Framework Initial Period</b>	From Framework Star Date to Framework Expiry Date inclusive.
7.	<b>Framework Optional Extension Period</b>	Up to twelve (12) Months plus another twelve (12) Months.

8.	<b>Order Procedure</b>	<ul style="list-style-type: none"> <li>• Direct Award (only for Lot 2 (Digital Specialists))</li> <li>• Further Competition Procedure (Lot 1 (Digital Programmes) and Lot 2 (Digital Specialists))</li> </ul> <p>See Framework Schedule 7 (Call-off Award Procedure).</p>
9.	<b>Framework Incorporated Terms</b>  (together these documents form the 'the Framework Contract')	<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"> <li>1. This Framework Award Form</li> <li>2. Any Framework Special Terms (see Section 10 'Framework Special Terms' in this Framework Award Form)</li> <li>3. Joint Schedule 1 (Definitions) RM6263</li> <li>4. Joint Schedule 11 (Processing Data) RM6263</li> <li>5. The following Schedules for RM6263 (in equal order of precedence):             <ul style="list-style-type: none"> <li>o Framework Schedule 1 (Specification)</li> <li>o Framework Schedule 3 (Framework Prices)</li> <li>o Framework Schedule 4 (Framework Management)</li> <li>o Framework Schedule 5 (Management Charges and Information)</li> <li>o Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules) including the following template Call-Off Schedules:                 <ul style="list-style-type: none"> <li>▪ Call-Off Schedule 1 (Transparency Reports)</li> <li>▪ Call-Off Schedule 2 (Staff Transfer)</li> <li>▪ Call-Off Schedule 3 (Continuous Improvement)</li> <li>▪ Call-Off Schedule 4 (Call-Off Tender)</li> <li>▪ Call-Off Schedule 5 (Pricing Details and Expenses Policy)</li> <li>▪ Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)</li> <li>▪ Call-Off Schedule 7 (Key Supplier Staff)</li> <li>▪ Call-Off Schedule 8 (Business Continuity and Disaster Recovery)</li> <li>▪ Call-Off Schedule 9 (Security)</li> <li>▪ Call-Off Schedule 10 (Exit Management)</li> <li>▪ Call-Off Schedule 12 (Clustering)</li> <li>▪ Call-Off Schedule 13 (Implementation Plan and Testing)</li> <li>▪ Call-Off Schedule 14A (Service Levels)</li> <li>▪ Call-Off Schedule 14B (Service Levels and Balanced Scorecard)</li> </ul> </li> </ul> </li> </ol>

		<ul style="list-style-type: none"> <li>▪ Call-Off Schedule 15 (Call-Off Contract Management)</li> <li>▪ Call-Off Schedule 16 (Benchmarking)</li> <li>▪ Call-Off Schedule 17 (MOD Terms)</li> <li>▪ Call-Off Schedule 18 (Background Checks)</li> <li>▪ Call-Off Schedule 19 (Scottish Law)</li> <li>▪ Call-Off Schedule 20 (Call-Off Specification)</li> <li>▪ Call-Off Schedule 21 (Northern Ireland Law)</li> <li>▪ Call-Off Schedule 23 (HMRC Terms)</li> <li>▪ Call-Off Schedule 25 (Ethical Walls Agreement)</li> <li>▪ Call-Off Schedule 26 (Secondment Agreement Template)</li> <li>o Framework Schedule 7 (Call-Off Award Procedure)</li> <li>o Framework Schedule 8 (Self Audit Certificate)</li> <li>o Joint Schedule 2 (Variation Form)</li> <li>o Joint Schedule 3 (Insurance Requirements)</li> <li>o Joint Schedule 4 (Commercially Sensitive Information)</li> <li>o Joint Schedule 6 (Key Subcontractors)</li> <li>o Joint Schedule 7 (Financial Difficulties)</li> <li>o Joint Schedule 8 (Guarantee)</li> <li>o Joint Schedule 10 (Rectification Plan)</li> <li>o Joint Schedule 12 (Supply Chain Visibility)</li> <li>o Joint Schedule 13 (Cyber Essentials)</li> </ul> <p>6. CCS Core Terms (version 3.0.11)</p> <p>7. Joint Schedule 5 (Corporate Social Responsibility) RM6263</p> <p>8. Framework Schedule 2 (Framework Tender) RM6263 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.	<b>Framework Special Terms</b>	<p><u>Special Term 1</u> - The Core Terms shall be amended with deletions scored-through and insertions underlined as follows:</p> <p><b>Clause 6.3</b> (Record keeping and reporting) shall be amended as follows:</p> <p><i><u>“The relevant Authority or an Auditor can Audit the Supplier. Should the Supplier Sub-Contract any of its obligations under this Contract, CCS shall have the right to Audit and inspect such third party premises, facilities, records and accounts and the Supplier shall procure permission for CCS or its authorised representative, during the working hours (8:00am to 5:00pm) having given at least 5 Working</u></i></p>

		<p><u>Days written notice, such access and explanations as required by the Auditors.”</u></p> <p><b>A new Clause 8.8</b> (Restraint of Trade) shall be inserted:</p> <p><u>“In order to protect the legitimate business interests of the Parties, each Party covenants with the other that it shall not (except with the prior written consent of the other Party or where a vacancy is openly and publicly advertised by means of a national advertising campaign) employ or engage or otherwise facilitate the employment or engagement of any Restricted Staff.”</u></p> <p><b>Clause 10.2.2</b> (Ending the Contract without a reason) shall be amended as follows:</p> <p><u>“Each Buyer has the right to terminate their Call-Off Contract or any Statement of Work at any time without reason by giving the Supplier not less than 90:</u></p> <p>(a) <u>15 days for a Statement of Work; or</u></p> <p>(b) <u>30 days for the Call-Off Contract.</u></p> <p><u>written notice and if it’s terminated Clause 10.6 shall apply. Without prejudice to Clause 10.2.3, the Buyer shall have no liability in respect of any costs incurred by the Supplier arising from such termination.”</u></p> <p><b>A new Clause 10.2.3</b> shall be inserted as follows:</p> <p><u>“The Parties acknowledge and agree that the:</u></p> <p>(a) <u>Buyer’s right to terminate under Clause 10.2.2 is reasonable in view of the subject matter of the Call-Off Contract and the nature of the Deliverables being provided.</u></p> <p>(b) <u>Call-Off Contract Charges paid during the notice period given by the Buyer in accordance with Clause 10.2.2 are a reasonable form of compensation and are deemed to fully cover any avoidable costs or losses incurred by the Supplier which may arise (directly or indirectly) as a result of the Buyer exercising the right to terminate under Clause 10.2.2.</u></p> <p><b>Clauses 10.6</b> (What happens if the Contract ends) shall be amended as follows:</p> <p><u>“10.6.1 Where the Party terminates a Contract or, where applicable, terminates any Statement of Work, under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:</u></p>
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11.	<b>Framework Prices</b>	Details in Framework Schedule 3 (Framework Prices)
12.	<b>Insurance</b>	Details in Annex of Joint Schedule 3 (Insurance Requirements).
13.	<b>Cyber Essentials Certification</b>	Details in Joint Schedule 13 (Cyber Essentials Scheme).
14.	<b>Management Charge</b>	The Supplier will pay, excluding VAT, one per cent (1%) of all the Charges for the Deliverables invoiced to the Buyer under all Call-Off Contracts.
15.	<b>Data Protection Liability Cap</b>	£10,000,000
16.	<b>Supplier Framework Manager</b>	<p>[Insert name]</p> <p>[Insert job title]</p> <p>[Insert email address]</p> <p>[Insert phone number]</p>
17.	<b>Supplier Authorised Representative</b>	<p>[Insert name]</p> <p>[Insert job title]</p> <p>[Insert email address]</p> <p>[Insert phone number]</p>



18.	<b>Supplier Compliance Officer</b>	[Insert name] [Insert job title] [Insert email address] [Insert phone number]
19.	<b>Supplier Data Protection Officer</b>	[Insert name] [Insert job title] [Insert email address] [Insert phone number]
20.	<b>Supplier Marketing Contact</b>	[Insert name] [Insert job title] [Insert email address] [Insert phone number]
21.	<b>Key Subcontractors</b>	Details of any Key Subcontractors will be found in each Buyer's Call-Off Contract.
22.	<b>CCS Authorised Representative</b>	[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:	