

Invitation to Tender

Attachment 1 – About the Framework

**RM6089 – Workplace Services**

**(FM Marketplace Phase 2)**

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# **Welcome**

We invite you to bid in this competition for Workplace Services (FM Marketplace Phase 2)Our Invitation to Tender (**ITT**) pack is divided into two main parts:

**Attachment 1 – About the Framework** (this document) – what the opportunity is, who can bid, the timelines for this competition, how to ask questions.

Plus:

* the competition rules and obligations and rights between you and us
* how the contract works – what a Framework is and what’s in a Framework contract.

**Attachment 2 – How to Bid** – guidance on how to submit your bid, the selection and award stages, how we will assess your bid, what is the process at intention to award and the Framework contract award stage.

You must use our eSourcing suite, to submit your bid <https://crowncommercialservice.bravosolution.co.uk>

There are also 23 attachments to the ITT pack.

These attachments are:

**Specifications for each Lot/sub-lot;**

Framework Schedule 1a (sub-lot 1a)

Framework Schedule 1b (sub-lot 1b)

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Attachment 8 Certificates of past performance

Attachment 9 Supplier guidance

Attachment 10 Framework award form population template

Attachment 11 Employer’s Information Requirements

Attachment 12 Framework Award Form

Make sure you **read all the attachments, and the contract documents** which can be found <https://www.crowncommercial.gov.uk/s/upcoming-deals> to the procurement pipeline page where the core terms, Framework award form and schedules will be uploaded. The guidance, information and instructions that we provide are there to help you to make a compliant bid.

If anything isn’t clear, see paragraph 6. ‘When and how to ask questions’.

Please read attachment 9 Supplier guidance for help using our eSourcing suite and instructions on how to submit a compliant bid.

1. What you need to know
   1. **What ’we’ and ‘you’ means**

When we use “CCS”, “we”, “us” or “our” we mean Crown Commercial Service (the Authority);

When we use “you” or “your” we mean your organisation, or the organisation you represent, in this competition also referred to as bidder.

We are a central purchasing body that procures common goods and Services for Buyers including central government departments and the wider public sector.

* 1. **Who are ‘Buyers’?**

Buyers are the organisations named in the published contract notice as those able to place call-off orders for the deliverables via this Framework. They will do this in line with Framework Schedule 7 (call off procedure and award criteria).

* 1. **What is a ‘lot’?**

A lot is sub-division of the deliverables which are the subject of this competition as described in the published contract notice.

* 1. **What do we mean by ‘deliverables’?**

Deliverables are the goods and/or Services that will be provided under this Framework contract as set out in Framework Schedules 1a - f (Specification).

* 1. **Who are ‘key subcontractors’?**

Key subcontractors are any other person other than you who under this Framework contract will:

* be relied on to deliver any of the deliverables under this Framework contract in their entirety (or any part of them)
* provide the facilities or Services necessary for the provision of the deliverables (or any part of them)
* be responsible for the management, direction or control of the provision of the deliverables (or any part of them)

Please note we do not require all subcontractors to be named in your bid, we only want to know about key subcontractors who directly contribute to your ability to provide the deliverables under the Framework and any call-off contracts. We do not need to know about subcontractors who supply general Services to you (such as window cleaners etc.) that only indirectly enable you provide the deliverables under the Framework.

* 1. **What is the difference between a bidder and Supplier?**

Successful bidders will become Suppliers.

* 1. **The Public Contracts Regulations 2015**

The Public Contracts Regulations 2015 (“the Regulations) regulate how we procure. This means that we and you have to follow processes that are fair, transparent and equitable for all bidders.

1. The opportunity

This new Framework Contract is phase 2 of our FM Marketplace. Phase 1 delivered a Framework Contract (RM3830) for bundled FM Services across different value bands. RM6089 Workplace Services will deliver a Framework Contract which provides:

**Lot 1 - Security** (estimated value £1.5Bn), with two sub-lots for:

Sub-lot 1a Security Services, such as manned guarding requirements

Sub-lot 1b Technical Security, such as CCTV systems, perimeter fencing, gates and access control.

**Lot 2 - Housing** (estimated value £3.9Bn), with three sub-lots for:

Sub-lot 2a. Defence Housing Management Services (National) to provide a portfolio and estates management oversight function for MoD estate, including supporting contact centre provision.

Sub-lot 2b. Defence Housing Maintenance Services, to provide accommodation maintenance Services on MoD estate and will be split into four regions; South East, South West, Central and North at the Call-Off stage.

Sub-lot 2c Housing Maintenance and Management Services.

**Lot 3 - Defence Facilities Management** (estimated value £6Bn)

Lot 3 will include Hard facilities management Services and will be split into four regions South East, South West, Central and Scotland and Northern Ireland at the Call-Off stage.

Soft facilities management Services are also in scope but unlikely to be widely used and used only in regard to the following potential users; United States Visiting Forces (USVF) and Reserve Forces and Cadet Associations (RFCA).

There is also the potential for an international requirement in all Lots/sub-lots 1-3.

Annex A contains background information on the Defence requirements for sub lots 2a, 2b and Lot 3.

This will be the second Framework Contract to fall under the umbrella of the

“FM Marketplace”, with subsequent offerings in Catering, Linen & Laundry and

FM Integrators to follow in 2019.

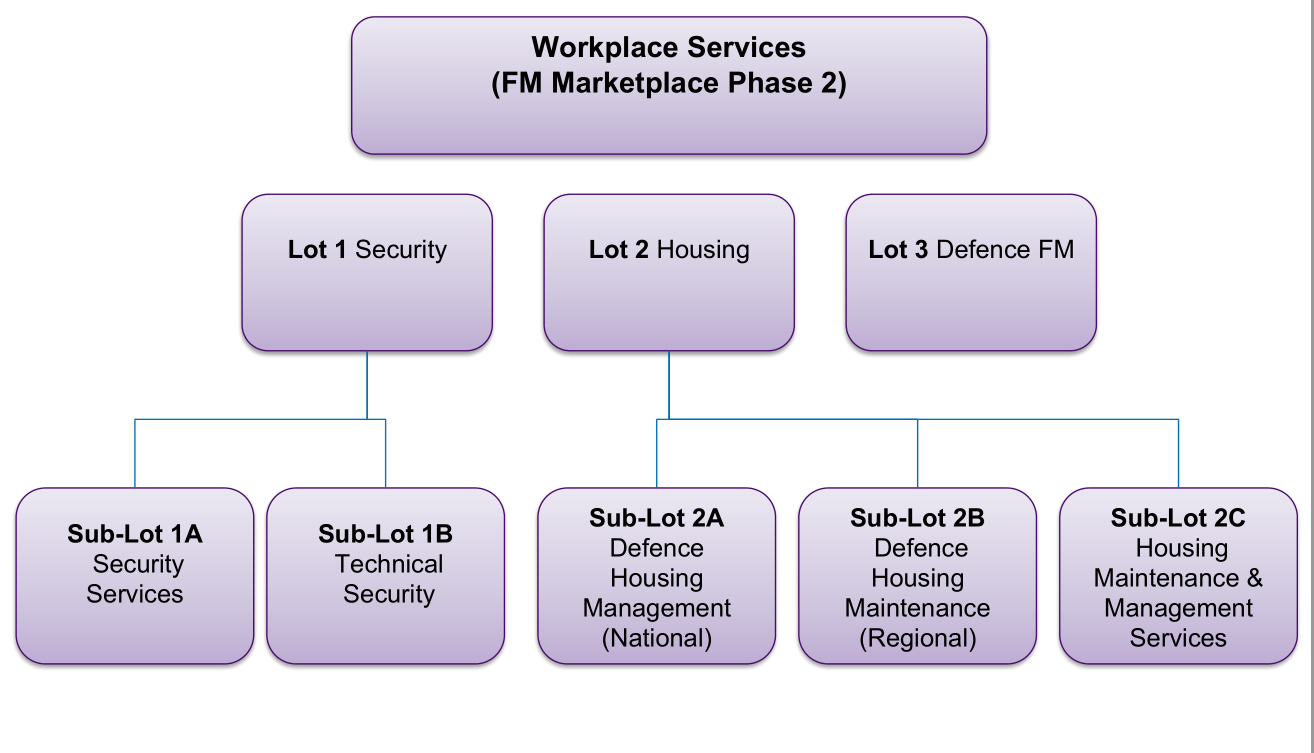
FM Marketplace is a number of Workplace Frameworks, developed to meet

Buyers requirements which will be accessible by an online digital portal.  This

portal is intended to support matching the right Buyers with the right Suppliers

based on the specific needs of those Buyers.

**Diagram of Workplace Services Lot structure**



The intent is to facilitate wider Buyer access to Workplace Services, including the provision to smaller Buyers such as schools.

We have designed this new Framework Contract to encompass Suppliers of

different shapes and sizes and enable maximum participation from Small and

Medium Enterprises (SMEs). This will help us to meet a diverse range of Buyer

needs.

The new simplified terms and conditions will allow Buyers to include only those

schedules which are needed and are aligned as much as practicable between

different Frameworks.

**We intend to incorporate some elements of the MoD Defence Conditions (DEFCONS) into the terms and conditions for sub-lot 2a, 2b and Lot 3 of this framework, via the addition of a specific Defence schedule. We will publish the schedule and supporting narrative by 28th September 2018.**

In order to deliver our Workplace Services Framework Contract, Suppliers may

wish to pool their collective knowledge and expertise, and we encourage the

development of partnerships to do that. You can call on the experience of your

partners and sub-contractors in the completion of your bid – see the Technical

and Professional Ability section of Attachment 2 ‘How to Bid’.

The duration of this Framework Contract is for 2 years (24 months) with the option for CCS to extend for a further 2 x 1 year (12 months) periods however individual Call Offs can extend beyond the life of the Framework Contract with an initial length of up-to 7 years, inclusive of the mobilisation period, and a maximum duration (including extensions) of 10 years.

This Framework Contract is anticipated to see over £11 billion of spend from

Central Government Departments, Charities and Wider Public Sector bodies. It

will allow the call-off of bundled Services as detailed in the requirements

documentation for each lot/sub-lot.

1. What a Framework is

A Framework, with one or more Suppliers, sets out terms that allow Buyers to make specific purchases (‘call-offs’) during the life of the Framework. This competition is for a multi-Supplier Framework.

If you are a successful bidder, we will use the information you have provided in your bid, including your pricing to personalise your Framework contract. Each successful bidder will have their own Framework contract, which will be signed by you and us. The Framework will be managed by you and us.

Buyers can then use the Framework to make call-offs. Each call-off contract will be signed and managed by you and the Buyer.

The estimated value of call-off contracts that may be placed under this Framework is set out in the OJEU contract notice. There may be multiple call off contracts under one Framework.

We cannot guarantee any business through this Framework.

Please be advised that the Buyer's list details all the Buyers who are authorised to use the Framework contract.

2. 1. **How the Framework is structured**

This Framework will have 3 lots, the lots and sub-lots are:

* 1. **Lot 1 – Security**

This Lot has two sub lots as follows:

* Sub lot 1a Security Services
* Sub lot 1b Technical Security

The Security Lot has been designed in two sub-lots to capture the requirements of a resource intensive guarding service and the separate requirement for technical security elements including electronic and physical security. Primarily it has been developed to improve the way Central Government (CG) and the Wider Public Sector (WPS) purchase Security Services.

We envisage awarding 40 places on sub-lot 1a and 30 places on sub-lot 1b. We will award a Framework Contract to additional bidders where their final score is within 1% of the awarded last place position only. For the avoidance of doubt the last place for sub-lot 1a is 40th for sub lot-1b is 30th.

Bidders may be awarded a Framework place on each of the sub-lots.

Bidders do not need to be able to deliver in every location, they are able to indicate the areas they wish to deliver in Selection Questionnaire question 1.13.2 Lot 1a and 1.13.3 Lot 1b - Geographical Boundaries.

We recognise that your capabilities may change during your participation on this Framework contract and we want to provide the flexibility for you to expand or change your delivery in sub-lots 1a and 1b. There will therefore be opportunities on an annual basis for us to discuss changes to your non-mandatory service offering and/or amendments to your Geographical Boundary locations.

The intent of Lot 1 is to facilitate wider Buyer access to Security Services, including the provision to smaller Buyers such as schools.  Where Security Services are required as part of a wider bundled FM deal, access will be through RM3830 - bundled Facilities Management.

CCS currently provides Security Services as embedded Services within its FM Frameworks RM1056 and it’s successor RM3830.  This Framework Contract is designed to complement RM3830 by providing specific Security Services from specialist providers.

The Technical Security sub-lot 1b is new and has been developed to improve the way in which Central Government and the Wider Public Sector purchase Technical Security Services.

We have worked closely with potential Buyers, Suppliers and industry bodies such as CPNI to create a straightforward, transparent route to market which will offer more opportunities for Security Organisations, Guarding and Technical Suppliers both large and small, and increase the commercial benefits that can be achieved by the Public Sector when buying Security Services.

The requirements for Lot 1, sub-lots 1a are in Framework Schedule 1a: Specification and for sub lot 1b are in Framework Schedule 1b: Specification

* 1. **Lot 2 – Housing**

This Lot has three sub-lots as follows:

* Sub lot 2a: Defence Housing Management Services (National)
* Sub lot 2b: Defence Housing Maintenance Services
* Sub lot 2c: Housing Maintenance and Management Services.

Housing Services is a new market for CCS and one that is a significant common spend area in the Public Sector and therefore one we intend to grow as a category.

The Housing Lot 2 is primarily in response to the MOD’s need to access a commercial agreement to replace their National Housing Prime Contract. However, CCS have also identified the need to put in place an arrangement for the Wider Public Sector via sub-lot 2c. This allows WPS bodies to procure these Services in a common way across the sector.  This will ensure that this CCS commercial vehicle can be used across the entire Public Sector.

**Sub-lot 2a – Defence Housing Management Services (National)**

Sub-lot 2a will provide a national accommodation management service for MoD. It supports the Future Defence Infrastructure Services (FDIS) programme delivered by the Defence Infrastructure Organisation (DIO) who are part of the MoD. Further information about FDIS, DIO and how they intend to use this Framework is in Annex A. The detailed requirements are in Framework Schedule 1c: Specification.

There are five (5) Framework places under this sub lot 2a, however we will award a Framework Place to additional bidders where their final score is within 1% of the awarded last place position only. For the avoidance of doubt the last place for sub-lot 2a is 5th. There will subsequently be a call off competition for a single Supplier to deliver a national contract. That Supplier will provide a Single Point of Contact for Service Families and be the liaison between the Service Families and the Maintenance Suppliers.

Key Deliverables will include:

* Applications & Allocations
* Move In & Move Out Appointments
* Occupancy Management
* Void Management
* Defence Accommodation Stores

**Sub-lot 2b: Defence Housing Maintenance Services**

Sub-lot 2b will provide Housing Maintenance Services to MoD Estates. It supports the Future Defence Infrastructure Services (FDIS) programme delivered by the Defence Infrastructure Organisation (DIO) who are part of the MoD. Further information about FDIS, DIO and how they intend to use this Framework is available in Annex A. The detailed requirements are in Framework Schedule 1d: Specification.

Key Deliverables will include:

* Repairs & Maintenance
* Statutory & Mandatory Inspections
* Void Preparation
* Grounds Maintenance
* Upgrades

We intend to award six (6) primary places on this sub-lot, but will also hold a reserve list of a further four (4) places. Suppliers will only be awarded one place on Lot 2b, on either the primary list or reserve list.

The Buyer intends to call off four separate contracts, one in each of the four regions described in Annex A**.** The core requirements within each of the regions will be the same but with regional variations. All Services will fall within the list of 'deliverables' set out in Framework Schedule 1 - Specification.

The fact that a Supplier on either the primary or reserve list is invited to bid for a call off contract in a particular region does not place them under an obligation to submit a tender.

In order to ensure business continuity, the Buyer intends to limit the number of regional call-off contracts a Supplier can be awarded to 2.

In the event less than 3 of the 6 primary Suppliers are willing to bid for a particular region at the call off stage, the Suppliers on the reserve list will also be invited to tender for that region only.

Example:

The six (6) Suppliers who meet all minimum criteria and achieve the highest scores as per section 9 of Attachment 2 – How to Bid are awarded a place on the primary list. The next four (4) highest scoring Suppliers are awarded a place on the reserve list.

At the Call Off stage, the six (6) primary Suppliers will be asked which regions they wish to bid for. There are four primary Suppliers interested in region A, five in region B, two in region C and five in region D. This means there are less than the required three bidders for region C

All four bidders on the reserve list are then invited to bid for region C, along with the two primary Suppliers who have expressed interest in region C.

**Sub-lot 2c – Housing Maintenance and Management Services**

Sub-lot 2c will provide Housing Maintenance and Management Services, for example to the residential Estate of Social Housing Providers within the Wider Public Sector (WPS). The sub-lot 2c will support the WPS in its management of property to achieve its business objectives in providing a compliant estate that meets the Government’s Decent Home Standard

Key deliverables include:

* Repairs & Maintenance
* Statutory & Mandatory Inspections
* Void Preparation
* Helpdesk/call centre Services

Bidders do not need to be able to deliver in every location, they are able to indicate the areas they wish to deliver in Selection Questionnaire question –1.13.6. We recognise that your capabilities may change during your participation on this Framework contract and we want to provide the flexibility for you to expand or change your delivery in sub-lot 2c. There will therefore be opportunities on an annual basis for us to discuss changes to your non-mandatory service offering and/or amendments to your Geographical Boundary locations.

There will be 30 places on this sub-lot 2c. We will award a Framework Contract to additional bidders where their final score is within 1% of the awarded last place position only. For the avoidance of doubt the last place on sub-lot 2c is 30th.

Further information is contained in Framework Schedule 1e: Specification.

* 1. **Lot 3 – Defence Facilities Management**

This Lot is being established to provide FM Services to MoD Estates. It supports the Future Defence Infrastructure Services (FDIS) programme delivered by the Defence Infrastructure Organisation (DIO) who are part of the MoD. Further information about FDIS, DIO and how they intend to use this Framework is available in Annex A.

The contracts will provide MoD with a range of FM Services (see Framework Schedule 1f: Specification.) which deliver:

* Increased Buyer flexibility for specifying Services and service levels.
* Options for including Planned Preventative Maintenance (PPM) and the life cycle replacement of assets as a core service.
* Increased responsiveness of Suppliers to undertake Billable Works to deliver Buyer requirements.
* Robust contract performance management and assurance.
* Facilitation of the use of technology to provide Buyer access to Services.
* Asset condition surveys as a core Services.

The Buyer intends to call off four separate contracts, one in each of their four regions (contained within Annex A). The requirements within each of the regions may differ, however will fall within the list of 'deliverables' set out in Framework Schedule 1f: Specification. In order to ensure business continuity, a Supplier will not be awarded a call off contract for more than two regions.

The six (6) Suppliers who meet all minimum criteria and achieve the highest scores as per section 9 of Attachment 2 – How to Bid are awarded a place on the primary list. The next four (4) highest scoring Suppliers are awarded a place on the reserve list.

* 1. **Applicable to all Lots and sub-lots**

There may also be limited opportunities to deliver Services internationally i.e outside of the UK as a requirement for all Lots 1 to 3 and sub-lots within. You MUST be able to deliver in at least one of the UK Geographical Boundaries in addition to internationally. For the avoidance of doubt, you are not permitted to bid solely for the international element.

The maximum number of Suppliers may increase where two or more bidders have tied scores and are placed in last position.

You must to be able to provide ALL of the mandatory Deliverables, for the Lot/sub-lots you are bidding for, these are set out in the applicable Framework Specification for the Lot/sub-lot for which you are bidding. For the avoidance of doubt, you are not permitted to bid for certain Work Packages or to solely bid for non-mandatory Deliverables.

You must to be able to provide ALL of the non-mandatory Deliverables which you have indicated in the applicable Pricing Matrix for your chosen sub-lot (see ‘Welcome’ section in this document for price matrix list) and also Attachment 2b - Geographical Boundaries (question 1.13.2 for sub-lot 1a, 1.13.3 for sub-lot 1b, 1.13.6 for sub- lot 2c of the Selection Questionnaire).

Your capability to provide non-mandatory Deliverables will not be tested at Framework level, but will be used at Call Off to determine if you are able to deliver the Buyers requirements. For example, where a Buyer needs a particular non-mandatory service, either as a standalone Service or as part of a bundled Service requirement, only those Suppliers who have stated that they can deliver that non-mandatory service will be invited to tender.

1. Who can bid

We are running this competition using the ‘open procedure’. This means that anyone can submit a bid in response to the published contract notice.

The contract notice can be found on Tenders Electronic Daily (TED) and our website https://www.crowncommercial.gov.uk/s/upcoming-deals.

You can submit a bid as a single legal entity. Alternatively, you can take one or both of the following options:

* work with other legal entities to form a consortium. If you do, we ask the consortium to choose a lead member who will submit the bid on behalf of the consortium.
* bid with named key subcontractors to deliver parts of the requirements. This applies whether you are bidding as a single legal entity or as a consortium.

We can only contract with a single legal entity. Therefore you will need to either nominate a lead partner to act as that single legal entity or form a new legal entity. If you are forming a new legal entity it will need to be in place at the time of Framework award.

We recognise that subcontracting and consortium plans can change. You must tell us about any changes to the proposed subcontracting or to the consortium as soon as you know. If you do not, you may be excluded from this competition.

1. Timelines for the competition

These are our intended timelines. We will try to achieve these however, for a range of reasons, dates can change. We will tell you if and when timelines change.

|  |  |
| --- | --- |
| Start date (this is the date we submitted the contract notice to be published) | 14/09/2018 |
| Publication date (this is the date the ITT pack will be published) | 17/09/2018 |
| Bidder Webinar for ALL bidders | 21/09/2018 at 12.45pm |
| DIO Future Infrastructure Event to provide information on specific defence requirements for sub-lots 2a, 2b and Lot 3 | 25/09/2018 |
| Clarification questions deadline | 17:00 on 02/10/2018 |
| Deadline for our responses to clarification questions | 17:00 on 09/10/2018 |
| Bid submission deadline | 15:00 on 19/10/2018 |
| Issue of intention to award notices to successful and unsuccessful bidders. | 18/02/2019 |
| End of mandatory standstill period | 23:59 on 28/02/2019 |
| Award of Framework contracts. | 04/03/2019 |

1. When and how to ask questions

We hope everything is clear after you have read this ITT pack (including the attachments).

If you have any questions you need to ask them as soon as possible after the contract notice is published. This is because we have set a deadline for submitting questions - the clarification questions deadline.

You need to send your questions to us through the eSourcing suite. This is the only way we can communicate with bidders. Try to ensure your question is specific and clear and please state the Lot/sub lot to which your question applies and the subject. Do not include your identity in the question. This is because we publish all the questions and our responses, to all bidders.

If you feel that a particular question should not be published, you must tell us why when you ask the question. We will decide whether or not to publish the question and response.

Remember that you can ask us questions about the Framework contract and call off contract but please do not attempt to ‘negotiate’ the terms. All Framework awards will be made under identical terms.

1. Management information and management charge

If you are awarded a Framework contract you will need to send to us management information every month. We will use this information to calculate the management charges you must pay us for sales made through the Framework. See Framework Schedule 5 (Management Charges and Information)

https://www.crowncommercial.gov.uk/s/upcoming-deals

The percentage management charge is stated in the Framework Award Form at section 13 Management Charge.

1. Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”)

We don’t think TUPE will apply to this procurement at **Framework** level because:

* Services will only be provided to Buyers under call-off contracts, no Services will be provided to CCS under the Framework contract
* this Framework relates to new Services

We encourage you to take your own advice on whether TUPE is likely to apply and to carry out due diligence accordingly.

We think that TUPE may apply to **Call-Off contracts** because:

* Services which are fundamentally the same as what we need under this procurement are currently being provided either in-house or by a Supplier
* there are organised groupings of employees delivering Services
* the responsibility for delivering those or comparable Services will transfer to the Supplier who is awarded the call-off contract.

Again, we encourage you to take your own advice on whether TUPE is likely to apply and to carry out due diligence accordingly.

You can see the provisions we make and the indemnities which will be given if TUPE is to apply under a call-off contract in Call-Off Schedule 2 (Staff Transfer). No further indemnities will be provided.

1. Competition rules

We run our competitions so that they are fair and transparent for all bidders. This section, sets out the rules of this competition. It needs to be read together with the ITT pack.

6. 1. **What you can expect from us**

We will not share any information from your bid which you have identified as being confidential or commercially sensitive with third parties, apart from other central government bodies (and their related bodies). However, we may share this information but only in line with the Regulations, the Freedom of Information Act 2000 (FOIA) or any other law as applicable.

* 1. **What we expect from you**

You must comply with these competition rules and the instructions in this ITT pack and any other instructions given by us. You must also ensure members of your consortium, key subcontractors or advisers comply.

Your bid must remain valid for 240 days after the bid submission deadline.

You must submit your bid in English and through the eSourcing suite only.

* 1. **Involvement in multiple bids**

If you are connected with another bid for the same requirement or the same Lot/sub-lot, we may make further enquiries. For example, where you submit a bid:

* in your own name and as a key subcontractor and/or a member of a consortium connected with a separate bid
* in your own name which is similar to a separate bid from another bidder within your group of companies.

This is so we can be sure that your involvement does not cause:

* potential or actual conflicts of interest
* Supplier capacity problems
* restrictions or distortions in competition

We may require you to amend or withdraw all or part of your bid if, in our reasonable opinion, any of the above issues have arisen or may arise.

* 1. **Collusive behaviour**

You must not, and you must make sure that your directors, employees, subcontractors, key subcontractors, advisors, companies within your group or members of your consortia do not:

* fix or adjust any part of your bid by agreement or arrangement with any other person, except where, getting quotes necessary for your bid or to get any necessary security
* communicate with any person other than us the value, price or rates set out in your bid or information which would enable the precise or approximate value, price or rates to be calculated by any other person except where such communication is undertaken with persons who are also participants in your bid submission, namely those where disclosure to such person is made in confidence in order to obtain quotes necessary for your bid or to get any necessary security
* enter into any agreement or arrangement with any other bidder, so that bidder does not submit a bid
* share, permit or disclose to another person, access to any information relating to your bid submission (or another bid submission to which you are party)
* offer or agree to pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any other person for doing or having done or causing or having caused to be done in relation to its bid submission

If you do breach paragraph 9.4, we may (without prejudice to any other criminal or civil remedies available to it) disqualify you from further participation in this competition.

We may require you to put in place any procedures or undertake any such action(s) that we in our sole discretion considers necessary to prevent or stop any collusive behaviour.

* 1. **Contracting arrangements**

Only you or, as applicable, your key subcontractors (as set out in your bid) or consortium members can provide the deliverables through the Framework contract.

* 1. **Contracting arrangements for consortium**
* Remember we can only contract with a single legal entity. You will need to either nominate a lead partner to act as that single legal entity or form a new legal entity. Only the lead partner representing the single legal entity can sign the Framework Contract
  1. **Bidder conduct and conflicts of interest**

You must not attempt to influence the contract award process. For example, you must not directly or indirectly at any time:

* collude with other others over the content and submission of bids. However, you may work in good faith with a proposed partner, Supplier, consortium member or provider of finance.
* canvass any Minister, officer, public sector employee, member or agent our staff or advisors in relation to this competition.
* try to obtain information from any of our staff or advisors about another bidder or bid.

You must ensure that no conflicts of interest exist between you and us. If you do not tell us about a known conflict, we may exclude you from the competition. We may also exclude you if a conflict cannot be dealt with in any other way.

* 1. **Confidentiality and freedom of information**

You must keep the contents of this ITT pack confidential unless it is already in the public domain, you must keep the fact you have received it confidential. This obligation does not apply to anything you have to do to:

* submit a bid
* comply with a legal obligation.
  1. **Publicity**

You must not make statements to the media regarding any bid or its contents. You are not allowed to publicise the outcome of the competition unless we have given you written consent.

* 1. **Our rights**

We reserve the right to:

* waive or change the requirements of this ITT pack from time to time without notice
* verify information, seek clarification or require evidence or further information in respect of your bid
* withdraw this ITT pack at any time, or re-invite bids on the same or alternative basis
* choose not to award any Framework contract(s) or sub-lot(s) as a result of the competition
* choose to award different lots at different times
* make any changes to the timetable, structure or content of the competition
* carry out the evaluation stages (selection and award stages) of this procurement concurrently
* exclude you if:
  + you submit a non-compliant bid
  + your bid contains false or misleading information
  + you fail to tell us of any change in the contracting arrangements between bid submission and contract award
  + the change in the contracting arrangements would result in a breach of procurement law
  + for any other reason set out elsewhere in this ITT pack
  + for any reason set out in the Regulations
  1. **Consequences of misrepresentation**

If a serious misrepresentation by you induces us to enter into a Framework contract with you, you may be:

* excluded from bidding for contracts for three years under regulation 57(8)(h)(i) of the Regulations
* sued by us for damages, and we may rescind the contract under the Misrepresentation Act 1967

If fraud, or fraudulent intent, can be proved, you may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).

If there is a conviction, then your organisation must be excluded from the procurement procedure for five years under regulation 57(1) of the Regulations (subject to self-cleaning).

* 1. **Bid costs**

We will not pay your bid costs for any reason, for example if we terminate or amend the competition.

* 1. **Warnings and disclaimers**

We will not be liable:

* where parts of the ITT pack are not accurate, adequate or complete
* for any written or verbal communications

You must carry out your own due diligence and rely on your own enquiries.

This ITT pack is not a commitment by us to enter into a contract.

* 1. **Intellectual Property Rights**

The ITT pack remains our property. You must use the ITT pack only for this competition.

You allow us to copy, amend and reproduce your bid so we can:

* run the competition
* comply with law and guidance
* carry out our business

Our advisors, subcontractors and other government bodies can use your bid for the same purposes.

1. How the Framework is structured

The Framework contract is made up of four key components:

<https://www.crowncommercial.gov.uk/s/upcoming-deals>

1. 1. **Core terms**

These are the main legal terms for the Framework contract and for each call-off contract. The core terms contain our standard commercial terms and govern the Supplier’s relationship with us at Framework contract level and with each Buyer at call-off contract level.

* 1. **Schedules**

Each contract has mandatory schedules and is customised using optional schedules. The schedules are used with the core terms and comprise:

* framework schedules
* joint schedules (for Framework and call-off)
* call-off schedules

The table below describes the purpose of each of these schedules.

* 1. **Framework award form**

The Framework award form contains important details about the contents of the Framework contract. It lists all of the mandatory and optional schedules that have been selected to create the Framework and call-off contract.

This form is the basis of the contract between the Supplier and CCS. If you are awarded a place on the Framework, the Framework award form will be prepared by us and personalised to you. We will use information you have submitted in your bid.

You must sign and return the Framework Award Form within 10 days of being asked. If you do not sign and return, we will withdraw our offer of a Framework contract.

When we issue your Framework award form we will include specific details of evidence we require from you including:

The award of the Framework contract is conditional upon you providing this evidence. You will need to return this evidence to us quickly as you won’t be able to participate in any Call Offs until we have received them.

* 1. **Order form**

When a Buyer wants to make purchases they will call-off from the Framework by providing the relevant information laid out in Framework Schedule 6 (Part A - Order Form Template}. You can read about how Buyers will do their call-offs in Framework Schedule 7 (Call-Off Award Procedure).

The order form lays out:

* the Supplier and Buyer contact details
* details of what will be supplied
* how it’ll be supplied
* how much it’ll cost
* a list of all the call-off and joint schedules, including any special terms.

The call-off contract will be created when both parties agree to it either by:

* each party signing a completed template order form
* a binding electronic purchase order which includes the relevant information as laid out in the order form

Over the life of a Framework there are typically many call-offs. Each call-off is normally between one Buyer and one Supplier but sometimes Buyers pool their demand and award jointly to one Supplier.

* 1. **The contract documents**

This table lists and briefly describes each contract document. You can find the individual documents on the CCS procurement pipeline page <https://www.crowncommercial.gov.uk/s/upcoming-deals>

|  |  |  |
| --- | --- | --- |
| Document title | What is it? | Optional? |
| **Core Terms** | The main legal terms for both Framework and Call-Off Contracts. | No |
| **Framework Award Form** | Includes important information and contents of a Framework Contract. | No |
| **Schedules** | Attachments to the Core Terms which contain important information about specific aspects of buying and selling. |  |
| **Framework Schedule 1A (Specification) sub-lot 1A**  **Framework Schedule 1B (Specification) sub lot 1B**  **Framework Schedule 1C (Specification) sub-lot 2A**  **Framework Schedule 1D (Specification) sub-lot 2B**  **Framework Schedule 1E (Specification) sub-lot 2C**  **Framework Schedule 1F (Specification) Lot 3** | The Deliverables CCS needs the Suppliers to provide to Buyers. | No |
| **Framework Schedule 2 (Framework Tender)** | How the Supplier proposes to meet the requirements in the Specification. | No |
| **Framework Schedule 3 (Framework Prices)** | The price the Supplier can charge for Deliverables under the Framework Contract. | No |
| **Framework Schedule 4 (Framework Management)** | How CCS and Suppliers will manage the Framework Contract. | No |
| **Framework Schedule 5 (Management Charges and Information)** | How Suppliers report to CCS and the charges they have to pay to CCS for using the Framework Contract. | No |
| **Framework Schedule 6 (Order Form Template and Call-Off Schedules)** | The template documents that the Buyer needs to complete to form a Call-Off Contract. | No |
| **Framework Schedule 7 (Call-Off Procedure and Award Criteria) sub-lots 1A, 1B and 2C** | The process that a Buyer under Lot 1 sub lots a and b and Lot 2c must follow to award a Call-Off Contract. | No |
| **Framework Schedule 7 (Call-Off Procedure and Award Criteria) sub-lots 2A 2B and Lot 3** | The process that a Buyer under Lot 2 sub-lots a, b and Lot 3 must follow to award a Call-Off Contract. | No |
| **Framework Schedule 8 (Self Audit Certificate)** | A letter Suppliers must send to CCS each year to confirm that it has tested its own records and reporting about the Framework Contract. | No |
| **Framework Schedule 9 (Cyber Essentials Scheme)** | Obligations on the Supplier to maintain cyber security accreditation. | Yes |
| **Joint Schedule 1 (Definitions)** | What the capitalised terms in the documents mean and how to interpret the Contract. | No |
| **Joint Schedule 2 (Variation Form)** | How the Supplier, CCS and the Buyer can make a change to an existing Contract. | No |
| **Joint Schedule 3 (Insurance Requirements)** | The insurance a Supplier needs in case it breaches a Contract or is negligent. | No |
| **Joint Schedule 4 (Commercially Sensitive Information)** | The only information about the Supplier that can’t be disclosed or reported to the public. | No |
| **Joint Schedule 5 (Corporate Social Responsibility)** | Agreement that the Supplier behaves as a good corporate citizen. | No |
| **Joint Schedule 6 (Key Subcontractors)** | Restrictions on a Supplier switching the subcontractors working on the Contract. | No |
| **Joint Schedule 7 (Financial Distress)** | What Suppliers must do if they are in financial trouble. | No |
| **Joint Schedule 8 (Guarantee)** | The document signed by a third party to provide additional assurance that the Supplier will meet their obligations under the Contract. | Yes |
| **Joint Schedule 9 (Minimum Standards of Reliability)** | Restriction on the Buyer entering into Call-Off Contracts if it does not meet the standards required in the OJEU notice. | Yes |
| **Joint Schedule 10 (Rectification Plan)** | The process to follow if a Supplier defaults a contract. | No |
| **Joint Schedule 11 (Processing Data)** | Details about the data processing the Supplier is allowed to do. | No |
| **Joint Schedule 12 (Supply Chain Visibility)** | Details about Visibility of Sub-Contract Opportunities in the Supply Chain | No |
| **Call-Off Schedule 1 (Transparency Reports) sub-lots 1A, 1B and 2 c**  **Call-Off Schedule 1 (Transparency Reports)**  **sub-lots 2a, 2b and lot 3** | The information about the Contract that the Buyer needs from the Supplier so that it can meet its public accountability and transparency requirements. | No |
| **Call-Off Schedule 2 (Staff Transfer)** | How CCS, the Buyer or the Supplier protect employees' rights when the organisation or service they work for transfers to a new employer. | No |
| **Call-Off Schedule 3 (Continuous Improvement)** | The requirement that the Supplier always improves how it delivers the Call-Off Contract. | No |
| **Call-Off Schedule 4 (Facilities Management)**  **Call-Off Schedule 4A (Billable Works and Projects)** | How the Supplier proposes to meet the requirements of a Call-Off Contract. | No |
| **Call-Off Schedule 5 (Pricing Details)** | Placeholder for pricing information additional to that contained in the Order Form. | No |
| **Call-Off Schedule 6A (TUPE Surcharge)** | Information about TUPE Risk Premium Pricing Options | No |
| **Call Off Schedule 6B** (**TUPE Transferring Buyer Employees Contract Price Adjustment) sub-lot 2A, 2B and Lot 3** | Information about TUPE contract Price Adjustment Mechanism for Buyers | Yes |
| **Call-Off Schedule 7 (Key ~~Supplier~~ Staff)** | Restrictions on a Supplier changing staff that are crucial to deliver the Contract. | No |
| **Call-Off Schedule 8 (Business Continuity and Disaster Recovery)** | What the Supplier must do to make sure the Contract can still be delivered even if there’s an unexpected event. | No |
| **Call-Off Schedule 9 (Security)** | What the Supplier must do to ensure that Buyer data and Deliverables are kept secure. | No |
| **Call-Off Schedule 10 (Exit Management)** | What the Supplier needs to do at the end of a Call-Off Contract to help the Buyer continue to deliver public Services. | No |
| **Call-Off Schedule 11A sub-lot 2A (Insurance Requirements)**  **Call-Off Schedule 11B sub-lot 2B (Insurance Requirements)**  **Call-Off Schedule 11C Lot 3 (Insurance Requirements)** | Information about Insurance requirements. | No |
| **Call-Off Schedule 12 (ICT Terms)** | What the Supplier needs to do to facilitate the provision of ICT Services falling part of the Deliverables. | Yes |
| **Call-Off Schedule 13 (Mobilisation Plan and Testing)** | The agreed plan for when the Deliverables will be delivered and tested to ensure they meet the requirements. | Yes |
| **Call-Off Schedule 14 (Key Performance Indicators)**  **sub-lot 1A, 1B and 2C**  **Call-Off Schedule 14 (Key Performance Indicators)**  **sub-lot 2a, 2b and lot 3** | Information about Key Performance Indicators (KPI) and Performance monitoring | Yes |
| **Call-Off Schedule 15 (Contract Management)** | How the Supplier and the Buyer should work together on the Contract Management. | Yes |
| **Call-Off Schedule 16 (Benchmarking)** | A process for comparing the value of the Supplier against other providers in the market. | Yes |
| **Call-Off Schedule 17 (MOD Terms)** | Any additional terms required by MOD Buyers. | Yes |
| **Call-Off Schedule 18 (Concession Agreement) Lot 3** | Information about agreement Suppliers will use if a Buyer wants a Concession | Yes |
| **Call-Off Schedule 19 (Collateral Warranty Agreements)** | Information about Collateral Warranty Agreements | Yes |
| **Call-Off Schedule 20 (Call-Off Specification)** | Further details about what has been ordered under a call-off contract. | Yes |
| **Call-Off Schedule 21 (Performance Bond)** | Information about Supplier providing Performance Bond | Yes |
| **Call-Off Schedule 22 (Call-Off Tender)** | Where a specific proposal is required by the Buyer over and above the Specification set out at Framework. | Yes |
| **Call Off Schedule 23 (Redundancy Surcharge)** | Information about the process for determining the Redundancy Surcharge | Yes |
| **Call off Schedule 24 (Collaboration) sub-lots 2A, 2B and Lot 3** | Information about Collaboration | Yes |
| **Call-Off Schedule 25 (Background Checks)** | Information about Background checks | Yes |
| **Call-Off Schedule 26 (Scottish Law)** | Switches the interpretation of the contract from the laws of England and Wales to Scottish law. | Yes |
| **Call-Off Schedule 27 (Northern Ireland Law)** | Switches the interpretation of the contract from the laws of England and Wales to Irish law. | Yes |

1. Call-Off Contract
2. 1. **How a Call-Off Contract is structured**

You should refer to Framework Schedule F7 (Call-Off Procedure and Award Criteria) for details of how the Call Off procedure is applied

After the Framework Contract Start Date Buyers can buy from you, you and the Buyer will form a Call-Off Contract. The terms of the Call-Off Contract will include the Core Terms, Framework, Joint, and selected Call-Off Schedules.

You should generally participate in Call-Offs when identified as part of the final bidder list. Consistent failure to bid on Call-Offs without an acceptable reason may result in you being suspended from the Framework Contract, in accordance with Clause 10.8 (Partially ending and suspending the contract) of Core Terms FM, for a period as decided by us.

In addition, CCS recognises the varying size, scale and complexity of Call-Off Contracts which will be let under the Workplace Services (FM marketplace Phase 2), Buyers with larger requirements will have options to run a multi-stage call off procedure involving briefings, Supplier presentations and site visits.  All interactions through this Framework are to be conducted on a fair, open and transparent basis, in line with the Public Contracts Regulations 2015

The Framework Award Form will specify all the parts of the Call-Off Contract. These will vary depending on the scope and complexity of the Buyers requirement.

This Framework Contract allows clustering, this is where Buyers come together to purchase Services allowing Suppliers to provide best value. Individual Buyers will then manage their own requirements. An example of clustering could be of a set of local schools (primary, secondary) who are in the same geographical area with similar needs.

Direct Award

* Direct Award does not apply to any of the Lots/sub-lots in this Framework Contract.

Further Competition

* Further Competition must be used for all Lots/sub-Lots.

This process is described in paragraph 3 of Framework Schedule(s) F7.

Buyers have total flexibility on how they assign the importance of price and quality.  In some cases, where the requirements allow, this can be used for a 100% price based competition.

E- auctions are not anticipated to be used however they may be in the future.

* 1. **Digitised Route to Market for Buyers**

Buyers who wish to access the Framework Contract may do so using an online portal (once available) or an alternative off line process provided by CCS, both the online and offline process will follow the same principles.

The portal will allow Buyers to enter their data in a web based environment to support the determination of which applicable sub Lot to use and which Suppliers are capable of providing the required Deliverables. In the cases of sub-lots 1a, 1b and 2c this will be performed by using key Buyer Inputs including:

* Non-Mandatory Service Requirements and;
* Geographical Boundaries

The Buyers will input their bespoke requirements, if you are a shortlisted Supplier you can assess whether you wish to accept or decline the opportunity. If you decline you must provide a reason for your decision.

We are also exploring the other benefits of an online portal, including using the portal to automatically create standardised specifications and outline tender pack based on Buyers inputting requirements into the portal. This should support continued growth of the Framework Contract into the Wider Public Sector with increased standardisation of requirements.

Whilst the design for the FM Marketplace portal is currently being finalised, you will be required to support its implementation and interface with it in a number of ways including:

* support to ongoing CCS development of the portal,
* confirming bid/no bid decisions based on Buyer requirements,
* uploading pricing data and
* communicating with Buyers.

As the FM Marketplace matures, other related Frameworks will be accessible via this digital portal.

1. The Armed Forces Covenant

The Armed Forces Covenant is a public sector pledge from Government, businesses, charities and organisations to demonstrate their support for the armed forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.

The Covenant’s 2 principles are that:

* the armed forces community should not face disadvantages when compared to other citizens in the provision of public and commercial Services
* special consideration is appropriate in some cases, especially for those who have given most such as the injured and the bereaved.

We encourage all bidders, and their Suppliers, to sign the Corporate Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein. We encourage you to make your [Armed Forces Covenant pledge](https://www.gov.uk/government/publications/corporate-covenant-pledge).

[The Corporate Covenant](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/649954/20171005_Armed_Forces_Covenant_Guidance_Notes_for_Businesses.pdf) gives guidance on the various ways you can demonstrate your support.

If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: [covenant-mailbox@mod.uk](mailto:covenant-mailbox@mod.uk)

Address: Armed Forces Covenant Team, Zone D, 6th Floor, Ministry of Defence, Main Building, Whitehall, London, SW1A 2HB

Paragraphs 1 – 4 above are not a condition of working with CCS now or in the future, nor will this issue form any part of the tender evaluation, contract award procedure or any resulting contract. However, CCS very much hopes you will want to provide your support.

**Annex A**

