

Invitation to Tender

Attachment 1 – About the CCS ProCure 23 Framework Alliance Contract

Document name abbreviated to:

**Attachment 1 – About the CCS P23 FAC**

**RM6267** ProCure 23 ONLY

**This document follows the corrigendum and is relevant to Lot 1, Lot 2 and Lot 3.**

**The tender period for Lots 4 and 5 is closed, therefore you cannot bid for those Lots through this opportunity. Please discount all references to Lots 4 and 5 in this document and the rest of the *RM6267 ProCure 23 ONLY* bid pack.**

**Contents**

[Welcome](#_heading=h.1ksv4uv) 2

[1. What you need to know 5](#_heading=h.2jxsxqh)

[2. The opportunity](#_heading=h.3o7alnk) 6

[3. What a Framework Alliance Contract is](#_heading=h.23ckvvd) 7

[4. How the Lots are structured](#_heading=h.ihv636) 8

[5. Who can bid 1](#_heading=h.32hioqz)1

[6. Timelines for the competition 1](#_heading=h.2grqrue)1

[7. When and how to ask questions 1](#_heading=h.vx1227)2

[8. Management information and management charge 1](#_heading=h.3fwokq0)2

[9. Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”) 1](#_heading=h.1v1yuxt)3

[10. Competition rules 1](#_heading=h.4f1mdlm)3

[11. How the Framework Alliance Contract is structured 1](#_heading=h.3ygebqi)7

[12. The Armed Forces Covenant 2](#_heading=h.3q5sasy)4

# Welcome

We invite you to bid in this competition for RM6267 ProCure 23 ONLY. Our Invitation to Tender (**ITT**) pack comes divided into two main parts:

**Attachment 1 – About the CCS P23 FAC**

(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 Framework Alliance Contract works – what it is and what is in it.

**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 the intention to award and the Framework Alliance Contract award stage.

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

Please read the bidder guidance which can be found on the below link for help using our eSourcing tool and instructions on how to submit a compliant bid:

<https://www.gov.uk/government/publications/esourcing-tool-guidance-for-suppliers>

You can book for online training for the CCS eSourcing tool at: <https://www.crowncommercial.gov.uk/esourcing-training>

There are also additional attachments to the ITT pack.

These attachments are:

**Attachment 2a** **-** **Selection questionnaire P23 only** – you must complete the questions detailed in this questionnaire online in the [eSourcing tool](https://crowncommercialservice.bravosolution.co.uk/) (qualification envelope)

**Attachment 2b** **-** **Evidence of Contract Example** – you must complete this document for all Contract examples for the Lots that you bid for and get your customer to populate this attachment for your contract example. You must then attach each certificate to the relevant selection questions in the [eSourcing tool](https://crowncommercialservice.bravosolution.co.uk/) (qualification envelope).

Please note that you are required to provide two contract examples (no more or less) for all of the Lots in this procurement that you are bidding for; with the exception of Lot 1 where we require you to provide one Contract Example per regional sub-lot that you are bidding for.

**Attachment 2c – Award questionnaire** – you must complete the questions detailed in the questionnaire online in the [eSourcing tool](https://crowncommercialservice.bravosolution.co.uk/) (technical envelope).

**Attachments 3a – 3e – Price Model Workbooks** – you must complete the Price Model Workbook for the Lot(s) for which you are submitting a tender, and upload to the relevant question in the [eSourcing tool](https://crowncommercialservice.bravosolution.co.uk/) (commercial envelope).

* **Attachment 3a - Price Model Workbook - Lot 1**
* **Attachment 3b - Price Model Workbook - Lot 2**
* **Attachment 3c - Price Model Workbook - Lot 3**
* **Attachment 3d - Price Model Workbook - Lot 4**
* **Attachment 3e - Price Model Workbook - Lot 5**

**Attachment 3f – Price Model and Price Evaluation Guidance**

**Attachment 3g – Pricing Fluctuations**

**Attachment 4** **-** **Information and declaration workbook** – if you are relying upon any other organisation, including key subcontractors or consortium members, to meet the selection, you must get **each of the organisations** to populate this attachment. You must then attach each of the populated attachments to the relevant selection questions in the [eSourcing tool](https://crowncommercialservice.bravosolution.co.uk/) (qualification envelope).

**Attachment 5 - Financial Viability Risk Assessment Tool** - you and each consortium member must complete this and then upload to the relevant questions in Part 5 Economic Financial Standing Assessment in the [eSourcing tool](https://crowncommercialservice.bravosolution.co.uk/) (qualification envelope). Please read Attachment 5a - Financial Viability Risk Assessment guidance note before completing this document.

**Attachment 5a - Financial Viability Risk Assessment guidance note** - for information only. It is important that you read this document before completing Attachment 5 - Financial Viability Risk Assessment Tool.

**Attachment 6** **-** **Consortia details** – you should complete this spreadsheet if you are bidding as the lead member of a consortium and attach to selection question 1.8.3 in the [eSourcing tool](https://crowncommercialservice.bravosolution.co.uk/) (qualification envelope).

**Attachment 7** **- Key Subcontractor details** – you should complete this spreadsheet if you intend to use Key Subcontracts in your bid and attach to selection question 1.10.1 in the [eSourcing tool](https://crowncommercialservice.bravosolution.co.uk/) (qualification envelope)

**Attachment 8** **-** Not used

**Attachment 9 –** Not used

**Attachment 10 – Security Guidance**

**Attachment 11** **-** **Framework Contract Documents –** this folder forms the Framework Alliance Contract and consists of:

o **CCS Construction Works and Associated Services 2 / ProCure 23 Framework Alliance Contract –** T&Cs – this is the form of agreement used for this competition.

o **Schedule 17 - Framework Brief - Appendix 1 - Specification** this document contains the framework specification and forms Schedule 17 - Appendix 1 of the FAC.

o **RM6267 Management Information Template v1** this document forms Schedule 7 - Annex 3 of the FAC.

o **P23 Schedules** this document group contains Schedules (applicable to P23 lots) as referred to in the FAC.

o **JCT Document Group (watermarked read-only copy)** – this document group may be used by Additional Clients for Project Contracts.

o **SBCC Document Group (watermarked read-only copy)** – this document group may be used by Additional Clients for Project Contracts.

o **Standard Boiler Plate Amendments (watermarked read-only copy)** – this document group may be used by Additional Clients for Project Contracts.

o **Links to Framework Contract Documents** – this document provides links to **NEC-3**, **NEC-4, PPC2000** and **TAC-1** during the tender period.

**Please note:** to access your free version of **NEC-3** or **NEC-4** during the tender period, follow the guidance in paragraph 11.4 and to access your free version of **PPC2000** and **TAC-1** during the tender period, follow the guidance in paragraph 11.5

**Attachment 12** **-** **CCS Offer Document** – you should complete and sign this document and attach to the relevant selection questions in the [eSourcing tool](https://crowncommercialservice.bravosolution.co.uk/) (qualification envelope) at 1.63.1.

By signing this *Offer Document* you acknowledge and agree that this is the unequivocal and irrevocable offer to comply with the requirements of the Invitation to Tender including the tender submitted by you and your *Framework Prices* and *Framework Proposals*, which are the means by which you agree to be bound by the *CCS Construction Works and Associated Services 2/ProCure 23 Framework Alliance Contract.*

If you are successful in your tender in respect of the above *Framework Programme*, without any further conditions whatsoever you irrevocably authorise the Crown Commercial Service (CCS) to execute a *Form of Award Confirmation Notice* and issue the signed *Form of Award Confirmation Notice* to you without any further authorisation from us or any recourse to us.

Make sure you **read all the attachments, and the contract documents** which can be found within the eSourcing tool. The guidance, information and instructions that we provide are there to help you to make a compliant bid.

If anything is unclear, see paragraph 6. ‘When and how to ask questions.’

Please read the bidder guidance which can be found on the below link for help using our eSourcing tool and instructions on how to submit a compliant bid:

<https://www.gov.uk/government/publications/esourcing-tool-guidance-for-suppliers>

# What you need to know

## What ’we’ and ‘you’ means

In this Bid Pack when we use “CCS”, “we”, “us”, “our” or “Client” we mean Crown Commercial Service (the Client);

When we use “you” or “your”, “Bidder” or “Supplier Alliance Member”, we mean your organisation, or the organisation you represent.

We are a central purchasing body that procures common goods, services and works for Additional Clients including central government departments and the wider public sector.

## Who are ‘Additional Clients’?

Additional Clients are the organisations named in the published contract notice as those able to place Project Contracts for the Deliverables via this Framework Alliance Contract. They will do this in line with Schedule 4 Direct Award Procedure and Competitive Award Procedure for Lots 4 & 5 and Schedule 4A - Call Off Procedures of the Framework Alliance Contract for Lots 1 to 3.

## What is a ‘Lot’?

A Lot is subdivision of the deliverables which are the subject of this competition as described in the published contract notice.

## 1.4 What do we mean by ‘deliverables’?

Deliverables are the goods and/or services that will be provided under this Framework Alliance Contract as set out in Schedule 17 - Framework Brief - Appendix 1 Specification.

## 1.5 Who are ‘key subcontractors’?

Key subcontractors (also referred to as ‘Key Supply Chain members’). are any other person other than you who under this Framework Alliance 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 Alliance Contract and any Project 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 to provide the deliverables.

## What is the difference between a Bidder and a Supplier Alliance Member?

Successful Bidders will become Supplier Alliance Members.

##

## 1.7 The Public Contracts Regulations 2015

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

**1.8 Government Security Classifications (GSC)**

On 02/04/2014 the Government introduced its Government Security Classifications (GSC) classification scheme to replace the current Government Protective Marking System (GPMS). A key aspect of this was the reduction in the number of security classifications used.

You are encouraged to make yourself aware of the changes and identify any potential impacts in your Bid, as the protective marking and applicable protection of any material passed to, or generated by, you during this competition, or pursuant to any Contract awarded to you as a result of this competition, will be subject to the GSC from 02/04/2014. The link below to the Gov.uk website provides information on the GSC:

<https://www.gov.uk/government/publications/government-security-classifications>

# The opportunity

Crown Commercial Service (CCS) as the Contracting Authority is putting in place ProCure23 (P23) (Lots 1, 2 and 3) which will be the fourth generation of the ProCure framework and will continue the provision of design and construction services to NHS capital projects. Please note this is available only to NHS bodies in England.

The framework is not intended to provide the main sourcing routes for new hospitals within the New Hospital Programme (NHP), although NHP does reserve the right to use it. Separate procurements and frameworks specifically for NHP are intended for the building of new hospitals covered by NHP.

Crown Commercial Service (CCS) as the Contracting Authority is putting in put in place a Pan Government Collaborative Agreement (for Lot 4 and Lot 5 only) for the provision of Construction Works to be utilised by eligible Central Government Departments and all other UK Public Sector Bodies, including Local Authorities, Health, Police, Fire and Rescue, Education and Devolved Administrations. It is intended that this commercial agreement will be the recommended vehicle for all Construction Works projects required by UK Central Government Departments.

The Framework will be established with an expiry date of October 2026 with no option for us to extend.

The full scope of Deliverables is contained within Schedule 17 - Framework Brief - Appendix 1 Specification.

# What a Framework Alliance Contract is

The form of agreement used for this competition is the CCS Construction Works and Associated Services 2 / ProCure 23 Framework Alliance Contract and the FAC-1 standard form. See section 11 for more information on the Framework Alliance Contract.

If you are a successful Bidder, we will use the information you have provided in your bid, including your pricing, to personalise the Framework Alliance Contract. You are required to complete and submit a CCS Offer Document (Attachment 12) as part of your bid, and upload it in response to question 1.63.1 of the Selection Questionnaire. If you are successful we will send you an Award Confirmation Notice. The Framework Alliance Contract will be managed by you and us.

A Framework Alliance Contract, with one or more Supplier Alliance Members, sets out terms that allow Additional Clients to make specific purchases (‘Project Contracts’) during the life of the Framework Alliance Contract. This competition is for a multi-supplier Framework Alliance Contract. Each Project Contract will be signed and managed by you and the Additional Client.

The estimated value of Project Contracts that may be placed under this Framework Alliance Contract is set out in the contract notice published on Find A Tender (FTS). There may be multiple Project Contracts under the Framework Alliance Contract, but we cannot guarantee any business.

# How the Lots are structured

The works and services within the scope of the Framework Alliance Contract have been subdivided into five Lot groups. Lot 1, has been further divided into seven regional sub-lots. This is set out in the table below, along with the number of Supplier Alliance Members that will be awarded a place in each Lot:

|  |  |  |
| --- | --- | --- |
| **Lot** | **Lot name and description** | **Number of Places** |
| Lot 1 P23 – Healthcare Solution Provider <£20M - Regional Sub-Lots |
| Lot 1.1 | North East (Includes Yorkshire and the Humber) | 8**\*** |
| Lot 1.2 | North West | 8**\*** |
| Lot 1.3 | Midlands (East and West) | 8**\*** |
| Lot 1.4 | East of England | 8**\*** |
| Lot 1.5  | London | 8**\*** |
| Lot 1.6 | South East | 8**\*** |
| Lot 1.7  | South West | 8**\*** |
| Lot 2 | P23 – Healthcare Solution Provider £20M – £70M - England | 8**\*** |
| Lot 3 | P23 – Healthcare Solution Provider >£70M - England | 8**\*** |
| Lot 4 | CWAS 2 – Airfield Works – National Lot | 6**\*** |
| Lot 5 | CWAS 2 – General Construction Works >£80M - National Lot | 20**\*†** |

**\*Please note, as stated in Attachment 2 - How to Bid Section 12.2 Reserved rights, this figure may be increased by the application of the 1% rule.**

**†Bidders must also have achieved a combined quality and price score of 70.**

For Lot 1, the table below sets out the NUTS 1 UK codes that apply to each region covered within the regional sub-lots:

|  |
| --- |
| **NUTS 1 UK Codes included – Reference Map below** |
|
| **Lot 1** Regional Sub-Lots 1.1 to 1.7 | Regional Sub-Lot – 1.1 North-East (Includes Yorkshire and the Humber) | Covers UKC and UKE |
| Regional Sub-Lot – 1.2 North West | Covers UKD |
| Regional Sub-Lot – 1.3 Midlands (East & West) | Covers UKF and UKG |
| Regional Sub-Lot – 1.4 East of England | Covers UKH |
| Regional Sub-Lot – 1.5 London | Covers UKI |
| Regional Sub-Lot – 1.6 South East | Covers UKJ |
| Regional Sub-Lot – 1.7 South West | Covers UKK |

The same information is presented in the map of the United Kingdom below:



|  |  |
| --- | --- |
| **UK NUTSCode** | **Map Area Covered** |
| C | [North East](https://en.wikipedia.org/wiki/North_East_England) |
| D | [North West](https://en.wikipedia.org/wiki/North_West_England) |
| E | [Yorkshire and the Humber](https://en.wikipedia.org/wiki/Yorkshire_and_the_Humber) |
| F | [East Midlands](https://en.wikipedia.org/wiki/East_Midlands) |
| G | [West Midlands](https://en.wikipedia.org/wiki/West_Midlands_%28region%29) |
| H | [East of England](https://en.wikipedia.org/wiki/East_of_England) |
| I | [Greater London](https://en.wikipedia.org/wiki/Greater_London) |
| J | [South East](https://en.wikipedia.org/wiki/South_East_England) |
| K | [South West](https://en.wikipedia.org/wiki/South_West_England) |
| L | [Wales](https://en.wikipedia.org/wiki/Wales) |
| M | [Scotland](https://en.wikipedia.org/wiki/Scotland) |
| UKN | [Northern Ireland](https://en.wikipedia.org/wiki/Northern_Ireland) |

Bidders can bid for one or more Lots. For Lot 1, you may submit a bid and preference for all 7 (seven) regional sub-lots, but the maximum number of regional sub-lots any bidder can be awarded is 4 (four); except where a region would otherwise have fewer than 8 (eight) successful bidders. In this situation the highest scoring bidder(s), who expressed a preference outside of their top 4 (four) for said region will be appointed. This is regardless of the number of other regions they have been successful in.

# 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 Find a Tender (FTS) and through the CCS website: <https://www.crowncommercial.gov.uk/agreements/RM6267>

# 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 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.

# 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) | 23/11/2021 |
| Publication date (this is the date the ITT pack will be published)  | 23/11/2021 |
| Procurement WebinarWebinar session for the CCS Framework, Construction Works and Associated Services 2 / ProCure 23 (CWAS2/P23). | This can be found in the eSourcing tool as a downloadable file. |
| Clarification questions deadline | 17:00 07/12/2021 |
| Deadline for our responses to clarification questions | 14/12/2021 |
| Bid submission deadline | 09:59 23/12/2021 |
| Compliance  | From the bid submission deadline through to Award of Framework Contracts |
| Issue of intention to award notices to successful and unsuccessful bidders | 28/02/2022 |
| End of mandatory standstill period | midnight at the end of 10/03/2022 |
| Award of Framework Alliance Contracts  | 11/03/2022 |
| Framework start date | 11/03/2022 |

# When and how to ask questions

We hope everything is clear after you have 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 tool. This is the only way we can communicate with bidders. Try to ensure your question is specific and clear. 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 Alliance Contract but please do not attempt to ‘negotiate’ the terms. All Framework Alliance Contract awards will be made under identical terms.

# Management information and management charge

If you are awarded a Framework Alliance 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 CCS Construction Works and Associated Services 2/ProCure 23 Framework Alliance Contract.

The percentage Management Charge is stated in Schedule 6 - Supplementary Definitions - Management Charges of the Framework Alliance Contract.

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

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

* + Works and services will only be provided to Additional Clients under Project Contracts, no works and services will be provided to CCS under the Framework Alliance Contract.

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

We don’t think TUPE will apply to **Project Contracts** because:

* The required services are not currently being provided either in-house or by a supplier

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

# 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.

## 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.

## 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 160 days after the bid submission deadline.

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

## Involvement in multiple bids

If you are connected with another bid for the same requirement or the same 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.

## Collusive behaviour

 **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 breach paragraph 10.4, 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.

## 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 CCS Construction Works and Associated Services 2/ProCure23 Framework Alliance Contract.

## Contracting arrangements for consortium

We may require a consortium to form a specific legal entity when signing a Framework Alliance Contract.

If you are bidding as a consortium, each member is required to sign the CCS Offer Document as part of your bid.

## 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 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.

## 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.

## 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.

##  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. You MUST ensure you are regularly checking your messages in the eSourcing tool to ensure you are able to respond to our clarifications
* withdraw this ITT pack at any time, or re-invite bids on the same or alternative basis
* choose not to award any Framework Alliance Contract(s) or Lots 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 respond to any clarifications from us
	+ 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

##  Consequences of misrepresentation

If a serious misrepresentation by you induces us to enter into a Framework Alliance 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).

##  Bid costs

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

##  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.

##  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.

##  Government Security Classifications (GSC)

You allow us to amend any security related term or condition of the draft contract accompanying this ITT to reflect any changes introduced by the Government Security Classifications (GSC) clarifications scheme.

# How the Framework Alliance Contract is structured

## CCS Construction Works and Associated Services 2/ProCure 23 Framework Alliance Contract & FAC-1

The CCS Construction Works and Associated Services 2/ProCure 23 Framework Alliance Contract is an innovative approach that we have developed that combines the scope of a framework with the collaborative relationships of an alliance to create new systems for achieving greater value.

The Framework Alliance Contract allows for a multi-party structure of Alliance Members and any combination of selected consultants, contractors or suppliers to cooperate on a project or programme of work.

We have constructed the Framework Alliance Contract to encourage participation from a range of different size suppliers, particularly small and medium enterprises (SMEs), in order to assist CCS to meet a diverse range of Additional Client needs.

This Framework Alliance Contract is part of a suite of commercial agreements within the Buildings Pillar of CCS (the others being for Project Management and Full Design Team Services, Estate Professional Services, and Modular Buildings).

The CCS Construction Works and Associated Services 2/ProCure 23 Framework Alliance Contract should be read alongside the FAC-1 document.

To access your free version of FAC-1 during the tender period, visit <https://acarchitects.co.uk/protectedaccess/> and enter password “alliance”. Click on the contract link on the left for read only pdf access.

If there is a change made to FAC-1 the Alliance Group will consider if a change is deemed to be beneficial and if the change should be implemented.

At Framework Alliance Contract Award, successful Bidders will be required to acquire their own copies of FAC-1 from [acarchitects.co.uk/shop/](http://acarchitects.co.uk/shop/).

Detailed guidance can be found at <http://www.allianceforms.co.uk/>.

## Project Contracts

After the Framework Alliance Contract commences Additional Clients can buy from Supplier Alliance Members using a Project Contract. Project Contracts are awarded under the ‘umbrella’ terms of the Framework Alliance Contract but with Project Contract specific conditions (refer to the CCS Construction Works and Associated Services 2/ProCure 23 Framework Alliance Contract Schedule 4 (Direct Award Procedure and Competitive Award Procedure) for details of how the Project Contract procedure operates).

The Framework Alliance Contract facilitates Project Contracts under JCT, PPC2000, TAC-1, NEC-3, NEC-4, and SBCC. This enables a wide range of Additional Clients to specify contractual arrangements that are most appropriate for their particular needs.

## JCT

We will provide you with a watermarked read-only set of JCT documents to review during the tender period (within Attachment 11).

At Framework Alliance Contract award successful Supplier Alliance Members will be required to acquire their own copies of JCT using the link below:

[www.jctltd.co.uk](http://www.jctltd.co.uk)

##  NEC-3 and NEC-4

To access your free version of NEC-3 or NEC-4 during the tender period, follow the guidance below:

* + - * 1. Visit <https://www.neccontract.com/> and search for the contract type you require or click the below link to the contracts direct;

[Engineering & Construction Contract](https://www.neccontract.com/NEC4-Products/NEC4-Contracts/NEC4-Engineering-Construction-Contract/NEC4-Engineering-and-Construction-Contract)

[Engineering & Construction Short Contract](https://www.neccontract.com/NEC4-Products/NEC4-Contracts/NEC4-Engineering-Construction-Contract/NEC4-Engineering-and-Construction-Short-Contract)

[Engineering & Construction Sub Contract](https://www.neccontract.com/NEC4-Products/NEC4-Contracts/NEC4-Engineering-Construction-Subcontract/NEC4-Engineering-and-Construction-Subcontract)

[Engineering & Construction Short Sub Contract](https://www.neccontract.com/NEC4-Products/NEC4-Contracts/NEC4-Engineering-Construction-Subcontract/NEC4-Engineering-and-Construction-Short-Subcontra)

[Professional Services Contract](https://www.neccontract.com/NEC4-Products/NEC4-Contracts/NEC4-Professional-Services-Contract/NEC4-Professional-Service-Contract)

[Professional Services Short Contract](https://www.neccontract.com/NEC4-Products/NEC4-Contracts/NEC4-Professional-Services-Contract/NEC4-Professional-Service-Short-Contract)

[Professional Services Sub Contract](https://www.neccontract.com/NEC4-Products/NEC4-Contracts/NEC4-Professional-Services-Contract/NEC4-Professional-Service-Subcontract)

[Term Services Contract](https://www.neccontract.com/NEC4-Products/NEC4-Contracts/NEC4-Term-Service-Contract/NEC4-Term-Service-Contract)

[Term Services Short Contract](https://www.neccontract.com/NEC4-Products/NEC4-Contracts/NEC4-Term-Service-Contract/NEC4-Term-Service-Short-Contract)

[Term Services Sub Contract](https://www.neccontract.com/NEC4-Products/NEC4-Contracts/NEC4-Term-Service-Contract/NEC4-Term-Service-Subcontract)

[Supply Contract](https://www.neccontract.com/NEC4-Products/NEC4-Contracts/NEC4-Supply-Contract/NEC4-Supply-Contract)

[Supply Short Contract](https://www.neccontract.com/NEC4-Products/NEC4-Contracts/NEC4-Supply-Contract/NEC4-Supply-Short-Contract)

[Design Build Operate](https://www.neccontract.com/NEC4-Products/NEC4-Contracts/NEC4-Design-Build-and-Operate-Contract/NEC4-Design-Build-and-Operate-Contract)

[Dispute Resolution Services Contract](https://www.neccontract.com/NEC4-Products/NEC4-Contracts/NEC4-Dispute-Resolution-Service-Contract/NEC4-Dispute-Resolution-Service-Contract)

[Framework Contract](https://www.neccontract.com/NEC4-Products/NEC4-Contracts/NEC4-Framework-Contract/NEC4-Framework-Contract)

* + - * 1. Add one copy of the eView to the basket
				2. Click on ‘View Basket’
				3. Enter the code ‘CCSCF100’ into the coupon/discount box and click ‘Apply’. This should give you a 100% discount.
				4. Complete the shopping cart process
				5. You will then receive two emails – one telling you how to install the viewing software, and a second with the actual files

At Framework Alliance Contract Award, successful Supplier Alliance Members will be required to acquire their own copies of NEC-3 and NEC-4 with a 20% discount using the discount code CCS20.

## PPC2000 and TAC-1

To access your free version of PPC2000 and TAC-1 during the tender period, visit <https://acarchitects.co.uk/protectedaccess/> and enter password “alliance”. Click on the contract link on the left for read only pdf access.

Detailed guidance can be found at <http://ppc2000.co.uk/> and <http://www.allianceforms.co.uk/>

## 11.6 SBCC

We will provide you with a watermarked read-only set of SBCC contracts (for use in Scotland) documents to review during the tender period (within Attachment 11).

At Framework Alliance Contract award successful Supplier Alliance Members will be required to acquire their own copies of SBCC contracts (for use in Scotland) using the link below:

[www.sbcconline.com](http://www.sbcconline.com)

**11.7 Award Confirmation Notice**

The Award Confirmation Notice is the basis of the contract between a Supplier Alliance Member and us. If you are awarded a Framework Alliance Contract, an Award Confirmation Notice will be prepared by us and issued to you.

**11.8. The contract documents**

**11.8.1** Some purchases under this Framework may have requirements that can be met under this Framework but the purchase of which may be exempt from the Procurement Regulations. In such cases, Project Contracts from this Framework will be unregulated purchases for the purposes of the Procurement Regulations, and the buyers may, at their discretion, modify the terms of the Framework and any Project Contract to reflect that buyer’s specific needs.

**11.8.2** 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/agreements/RM6267>

|  |  |  |
| --- | --- | --- |
| **Document Title** | **Lots Applicable To** | **What is it** |
| Construction Works and Associated Services 2 / ProCure 23 Framework Alliance Contract. | Lots 1 to 5 | The main Framework Alliance Contract Terms & Conditions that is read alongside the standard FAC1 T&C's |
| Schedule 1 - Objectives, Success Measures and Incentives | Lots 1 to 5 | Schedule lists framework Objectives, Success Measures, Targets and Incentives. |
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| Schedule 2 - Timetable | Lots 1 to 5 | Template of Timetable for agreed deadlines, gateways and milestones in respect of the Framework Programme and achievement of the Objectives and the timescales for Alliance Activities. |
| Schedule 3 - Risk Register | Lots 1 to 5 | Template of Risk Register to record each risk, its likelihood and impact on the Framework or Alliance Activities |
| Schedule 4 - Direct Award Procedure and Competitive Award Procedure | CWAS2 Lots 4 & 5 | The process that Additional Clients must follow to Direct Award or to carry out a further competition. |
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| Schedule 4A - Call Off Procedures | P23 Lots 1, 2 & 3 | The process that Additional Clients must follow to Direct Award or to carry out a further competition under this framework. |
| Schedule 5 - Template Project Documents & Boiler Plate Amendments | CWAS2 Lots 4 & 5 | The schedule lists the various Project Contract terms (T&C's) the Additional Client can use when procuring under this Framework. Boilerplate Amendments can be used by Additional Clients. |
|
| Schedule 5A - Template Project Documents | P23 Lots 1, 2 & 3 | This schedule lists the Project Contract document templates (Schedules) the additional client can use to form their call off contract. |
| Schedule 6 - Supplementary Definitions, Legal Requirements & Special Terms | Lots 1 to 5 | This Schedule details any Supplementary Definitions that are in addition to the Definitions set out in FAC1 Appendix 1.It also details any additional Legal Requirements or amendments to the Contract Terms to comply with any specific laws. It also details Special Terms that provide more information to supplement what is in the FAC1. |
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| Schedule 6A - Supplementary Definitions, References in Contract Terms & Legal Requirements | P23 Lots 1, 2 & 3 | This Schedule details any Supplementary Definitions that are in addition to the Definitions set out in FAC1 Appendix 1. It also details any additional Legal Requirements or amendments to the Contract Terms to comply with any specific laws. |
| Schedule 7 - Management | Lots 1 to 5 | Schedule outlines general structures and management activities that the Supplier Alliance Members shall follow during the Framework Period. |
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| Schedule 7A - Performance Management Plan | P23 Lots 1, 2 & 3 | Schedule outlines how Supplier Alliance Members performance shall be measured and managed in addition to Schedule 7 and Schedule 1. |
| Schedule 8 - Financial Distress | Lots 1 to 5 | Lists actions and consequences of a Financial Distress Event |
|
| Schedule 9 - Marketing | CWAS2 Lots 4 & 5 | Describes the activities that each Supplier Alliance Member will carry out as part of its ongoing commitment to the marketing of this Framework Alliance Contract to potential Additional Clients. |
| Schedule 9A - Marketing | P23 Lots 1, 2 & 3 | Describes the activities that each Supplier Alliance Member will carry out as part of its ongoing commitment to the marketing of this Framework Alliance Contract to potential Additional Clients. |
| Schedule 10 - Form of Award Confirmation Notice and Additional Client Notice Contract Terms | Lots 1 to 5 | Award Confirmation Notice will be issued to successful tenderers who will then become Supplier Alliance Members. |
|
| Schedule 11 - Form of Guarantee and Letter of Intent to Guarantee | Lots 1 to 5 | The document allows the Supplier Alliance Member to provide a third party guarantee who will assure the Supplier Alliance member will meet their obligations under a Call Off contract. The schedule also includes the form of Letter of Intent to Guarantee that is required to be used if the Supplier Alliance Member intends to / are required to have a guarantor as a condition to be awarded a place on this framework. |
| Schedule 12 - Project Share and Standard Share | P23 Lots 1, 2 & 3 | Standardisation (of design & components) and royalty free sharing of designs across P23 projects to reduce time and cost on projects. |
| Schedule 13 - Not used | n/a | n/a |
| Schedule 14 - Code of Competition | P23 Lots 1, 2 & 3 | The Code includes fair principles of competition by which all Supplier Alliance Members must conduct themselves, at all times. |
| Schedule 15 - Governance | P23 Lots 1, 2 & 3 | A schedule of pro-active governance initiatives, including regular and extra-ordinary meetings plus Working Groups. |
| Schedule 16 - Alliance Manager Delegated Functions | P23 Lots 1, 2 & 3 | Lists all Alliance Manager functions that have been delegated by CCS to NHSEI for Lots 1, 2 & 3 only. |
| Schedule 17 - Framework Brief | Lots 1 to 5 | Lists and names all documents which are part of Framework Brief. Appendix 1 contains the Specification. |
| Schedule 18 - Supplier Alliance Member Consortium Bids for Project Contracts | Lots 3 and 5 | Describes the activities that each Supplier Alliance Member will undertake if bidding for a Project Contract as a Consortium. |

# The Armed Forces Covenant

**12.1** 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.

* 1. 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).

* 1. T[he 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.
	2. 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

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

* 1. Paragraphs 12.1 – 12.4 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.