

Invitation to Tender

Attachment 1 – About the Framework

RM6371 Print Marketplace 2

**Contents**

[Welcome 3](#_heading=h.30j0zll)

[1. What you need to know](#_heading=h.1fob9te) 5

[2. The opportunity](#_heading=h.2et92p0) 7

[3. What a Framework is](#_heading=h.tyjcwt) 8

[4. Who can bid](#_heading=h.1t3h5sf) 9

[5. Timelines for the competition](#_heading=h.4d34og8) 9

[6. When and how to ask questions](#_heading=h.17dp8vu) 10

[7. Management information and management charge](#_heading=h.3rdcrjn) 11

[8. Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”)](#_heading=h.26in1rg) 11

[9. Competition rules 1](#_heading=h.35nkun2)2

[10. How the Framework is structured 1](#_heading=h.z337ya)7

[11. Additional information](#_heading=h.3j2qqm3) 17

[12. The Armed Forces Covenant](#_heading=h.4i7ojhp) 18

# Welcome

We invite you to bid in this competition for RM6371 Print Marketplace 2. Our Invitation to Tender (**ITT**) pack comes 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.

There are also additional attachments to the ITT pack.

These attachments are:

**Attachment 1a (Specification)** – forms Schedule 5a of the Framework Contract and sets out the scope of the requirement.

**Attachment 2a** **Selection Questionnaire** – this is a copy of the electronic selection questionnaire you will find in the eSourcing Suite. You must complete the questions detailed in the electronic selection questionnaire online in the eSourcing suite (qualification envelope). Please note, when viewing Attachment 2a, you should expand all of the cells to ensure you have viewed all of the evaluation guidance detailed. This is also visible in the eSourcing Suite.

**Attachment 2b(i) and Attachment 2b(ii)** **Certificate of Technical & Professional Capability (COTPA) - Contract Example Templates** – you must complete and submit two (2) contract examples that you have provided in the previous three (3) years from two (2) different customers. You must get your customers to populate these attachments for your contract two (2) examples. You must then attach your certificates to the relevant selection question in the eSourcing Suite (qualification envelope). .

**Attachment 2c System Validation Demonstration** - this explains what to expect and what is required of you during the System Validation Demonstration.

**Attachment 2d System Validation Checklist** - you must complete this checklist to confirm that you are able to deliver the required system features and functionality, and attach to question A4 in the eSourcing suite (technical envelope). Some areas of the checklist will be tested as part of the System Validation Demonstration, as detailed in **Attachment 2c System Validation Demonstration**

**Attachment 3** **Price Matrix** – you must complete the unlocked yellow cells in this attachment and upload to question PQ1 in the eSourcing suite (commercial envelope).

**Attachment 4a** **Information and Declarations\_Consortium** – if you are bidding as part of a consortium, each member of the consortium (other than the member completing the electronic Selection Questionnaire within the eSourcing Suite) must complete a copy of Attachment 4a. You must then attach each of the populated attachments to the relevant selection questions in the eSourcing Suite (Qualification Envelope).

**Attachment 4b** **Information and Declarations – Key Subcontractors\_Guarantor**

**Key Subcontractors**: If you are relying upon a Key Subcontractor to fulfil any of the selection criteria set out at Part 3 of the Selection Questionnaire, you must get each Key Subcontractorto populate this attachment and provide part 1 and 2 declarations. You must then attach each of the populated attachments to the relevant selection questions in the eSourcing Suite (Qualification Envelope).

**Guarantors:** If following FVRA assessment, we require you to nominate a guarantor, we will require your nominated guarantor to complete a copy of Attachment 4b. Please do not submit a copy of Attachment 4b on behalf of any proposed guarantor at the point of bid submission. We will communicate with you via the eSourcing Suite if this is required following FVRA assessment.

**Attachment 5 Financial Viability Risk Assessment (FVRA) Instructions** – for information only. It is important that you read this document before completing **Attachment 5a – Gold FVRA Tool**.

**Attachment 5a Gold FVRA Tool** -you and each consortium member must complete this and then upload to the relevant questions in Part 3 Financial Risk in the eSourcing Suite (qualification envelope). Please read **Attachment 5 - Financial Viability Risk Assessment** **(FVRA) Instructions** before completing this document.

All Bidders and consortium members must provide, in addition to their completed Attachment 5a - Gold FVRA Tool copies of:

* 1. their published accounts for the last 3 years
  2. parent company published accounts for the last 3 years
  3. ultimate parent published accounts for the last 3 years

In line with the instructions, any qualified accounts will receive additional scrutiny.

**Attachment 6** **Consortia Details** – Only required if you are bidding as a consortium. The consortium member that completes the electronic Selection Questionnaire (in the Qualification Envelope) on behalf of the consortium should complete this spreadsheet and attach to selection question 1.12.6 in the eSourcing Suite.

**Attachment 7** **Key Subcontractor Details** – you should complete this spreadsheet if you intend to use Key Subcontractors in your bid and attach to selection question 1.14.1 in the eSourcing Suite (Qualification Envelope)

**Attachment 8** **Frequently Asked Questions** – you do not need to submit this as part of your Bid. This document contains a list of questions and answers relating to our competitions that may be helpful to you.

**Attachment 9** **Non-disclosure Letter of Agreement** – you must complete this and return it through the eSourcing Suite messaging service to receive the TUPE information. Please refer to paragraph 8 of Attachment 1 About the Framework.

**Attachment 10** **Framework Contract Documents –** this folder forms the Framework Contract and consists of:

* Framework Contract
* Call Off Terms
* MI Template

Make sure you **read all the attachments, and the contract documents,** which can be found within the eSourcing Suite. 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’.

You must use our eSourcing Suite, 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 Suite 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 Suite at: <https://www.crowncommercial.gov.uk/esourcing-training>

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, your consortium, 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 the Call-off Terms and Conditions for the Provision of Services.

* 1. What is a ‘Lot’?

A Lot is a 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 Agreement as set out in Framework Schedule 5a (Specification).

* 1. Who Are ‘Key Subcontractors’?

Key Subcontractors are defined within the Framework Contract and are any other organisation 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 to provide the Deliverables under the Framework.

More information is contained within the Terms and Conditions.

* 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 follow processes that are fair, transparent and equitable for all Bidders.

* 1. Government Security Classifications (GSC)

The [Government Security Classifications](https://www.gov.uk/government/publications/government-security-classifications) (GSC) Policy came into force on 2 April 2014 and describes how HM Government classifies information assets to ensure they are appropriately protected. It applies to all information that the Government collects, stores, processes, generates or shares to deliver services and conduct business.

* 1. Public Procurement Note 01/22 Contracts with Suppliers from Russia or Belarus

In March 2022, the Government introduced its Public Procurement Note 01/22 ‘Contracts with suppliers from Russia or Belarus’ ([PPN 01/22](https://www.gov.uk/government/publications/procurement-policy-note-0122-contracts-with-suppliers-from-russia-and-belarus)) in response to the invasion of Ukraine by Russia, which was met with unprecedented global condemnation. The UK Government has introduced financial and investment sanctions aimed at encouraging Russia to cease actions which destabilise Ukraine. This PPN requires that Contracting Authorities, such as CCS, should consider how they can further cut ties with companies backed by the states of Russia and Belarus, including declining to consider tenders.

CCS will therefore apply PPN 01/22 to all Bidders (and any subcontractors named in a tender). Unless exceptions in the PPN apply, CCS may:

1. exclude from this competition any tenders that are deemed from Bidders (or subcontractors) who are constituted or organised under the law of Russia or Belarus, or whose ‘Persons of Significant Control’ information states Russia or Belarus as the place of residency; or
2. request that a Bidder find a replacement subcontractor by a specified deadline before its tender can be included in this competition.

* 1. CCS has contracted with a supplier to support CCS with its assessment of the Selection Criteria related to Bidders’ financial status. Consequently, we may share with our supplier, Bidders’ responses to the Selection Questionnaire in respect of the Bidders’ financial status.

1. **The Opportunity**

Crown Commercial Service (CCS) is seeking to establish a Framework Agreement (e.g. a CCS Commercial Agreement) with a single supplier for the provision of a Supplier hosted and managed system known as the Print Marketplace, for use by the UK Public Sector.

The Print Marketplace shall:

· service the high-volume, low-spend print requirements across the public sector

· provide public sector Buyers with access to a pre-qualified, dynamic and local supplier base

· offer real-time instant pricing across the print landscape.The term of the agreement will be for a period of forty eight (48) months, plus the necessary (non-trading) implementation period of up to up to six (6) months. There will be no option to extend the agreement. Call-Off Contracts under this Framework Agreement are expected to be of a length commensurate with the Buyers’ Specifications and in line with UK Public Sector Best Practice.

The purpose of this Specification is to set out the scope of the Deliverables (e.g. Goods, Services and Solutions) that the Supplier will be required to make available to Buyers.

The Deliverables shall be provided UK wide.

The Framework Agreement will be managed centrally by the Authority and Call-Off Contracts will be managed by the Buyer.

The core requirements of the Framework Contract shall include the following:

* Provision of the Supplier-hosted system with a database of approved Print Suppliers to provide instant prices and quotes for Buyers’ print needs;
* Provision of appropriate maintenance and support for the Print Marketplace throughout the lifetime of the Framework Contract;
* Management of the supply chain associated with this Framework Contract;
* Management of Print Supplier registrations, evaluation and approvals onto the Print Marketplace database;
* Provision of a suitably resourced team to support both Print Supplier registrations and Buyer queries;
* On-boarding of Buyer organisations to the Print Marketplace;
* Management and resolution of all Buyer queries, related both to using the Print Marketplace and complaint handling as a result of placing orders with Print Suppliers;
* Promotion and marketing of the Framework Contract across public sector organisations; and
* Provision of Management Information and reporting on spend and Buyer behaviour.

Remember that the full specification is in Framework Schedule 5a (Specification).

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 single 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, 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 Contract Notice published on Find A Tender Service (FTS). There may be multiple Call-Off Contracts under one Framework.

We cannot guarantee any business through this Framework.

1. How the Framework is Structured

The Framework will be established for forty eight (48) months, plus the necessary (non-trading) implementation period of six (6) months.

This Framework is a single lot, single supplier framework.

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 Find a Tender (FTS) and our website <https://www.contractsfinder.service.gov.uk/Notice/c95c443a-e57a-4d12-bbfe-86e68b03e056>

<https://www.crowncommercial.gov.uk/agreements/upcoming>

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.

**However, you cannot bid as a single entity and as a consortium member in the same Lot.**

Bidders are permitted to bid as a single entity **or** as a consortium member **and** be a named Key Subcontractor in another bid in the same Lot.

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) | 15 March 2024 |
| --- | --- |
| Publication Date (this is the date the ITT pack will be published) | 15 March 2024 |
| Clarification Questions Deadline | 15:00 on 2 April 2024 |
| Deadline for our Responses to Clarification Questions | 8 April 2024 |
| Bid Submission Deadline | 15:00 on 15 April 2024 |
| Compliance | From the bid submission deadline through to Award of Framework Contracts |
| System Validation Demonstration | 22 April 2024 to 26 April 2024 |
| Issue of Intention to Award Notices to Successful and Unsuccessful Bidders | 14 June 2024 |
| End of Mandatory Standstill Period | midnight at the end of 24 June 2024 |
| Award of Framework Contract | 25 June 2024 |
| Framework Start Date | 25 June 2024 |

1. **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 Suite. 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 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 9 (Management Charges and Information) within the Framework Contract located within Attachment 10 of the bid pack.

The percentage management charge is stated in the Framework Contract clause 8.1 of Schedule 1 and payable by the Supplier to CCS in accordance with Schedule 9 (Management Charge and Information).

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

We encourage you to take your own advice on whether TUPE is likely to apply and to carry out due diligence accordingly. We do not make any representations or give any warranty as to the application or non-application of TUPE to this procurement, either at Framework level or in respect of Call-Off Contracts under the Framework. Neither do we accept any liability or any other legal responsibility in respect of the contents of this Section of the Bid Pack or the TUPE information referred to below. In respect of all of these matters, you must rely solely on your own independent legal or other professional advice.

Subject to the above, we think that TUPE may apply to this procurement at **Framework** level because:

* services which are fundamentally the same as what we need at Framework level under this procurement are being provided by the current Framework supplier
* the current Framework supplier states that an organised grouping or groupings of employees deliver services required to operate the Framework
* the responsibility for delivering comparable services will transfer to any new supplier who is awarded the new Framework contract

We don’t think TUPE will apply to **Call-Off Contracts** under the Framework because:

* services under each Call-Off Contract will be carried out in connection with a single specific task of short-term duration to meet a specific one-off purchase order
* Call-Off Contracts will not involve the cessation of activities carried out by any existing supplier that will instead be carried out by any other supplier, since each purchase order will be for a discrete one-off print package
* suppliers under Call-Off Contracts are unlikely to have any organised grouping of employees in place dedicated to meeting such one-off purchase orders

Again, you must take your own advice on whether TUPE is likely to apply.

You can see in Part B of Schedule 17 to the draft Framework Contract the provisions we make and the indemnities which will be procured if TUPE applies to any employees of the incumbent Framework supplier on commencement of the new Framework Agreement. No further indemnities will be provided.

Based on the assumption that TUPE may apply at Framework level, we have acquired information from the incumbent Framework supplier relating to those of its employees that it considers would be in scope to transfer to a new Framework supplier under TUPE.

To receive the TUPE information, you must complete the **Attachment 9 non-disclosure letter of agreement** and return it through the eSourcing suite messaging service. When we receive your completed non-disclosure letter of agreement, we will then send the TUPE information schedule to you through the eSourcing suite.

We don’t warrant or represent that the TUPE information is complete or accurate. We can’t say what effort will be required to deliver the services.

All the TUPE information is deemed to be strictly confidential and for use solely in connection with the preparation of your bid and any contract arising from this bid. Whether the TUPE information is provided to you orally, electronically or in writing, you must not at any time:

* make use of it for your own purposes or for any other purpose, save as permitted by the non-disclosure agreement
* disclose it to any person (except as may be required by law or as permitted by the non-disclosure agreement)

If and to the extent that TUPE applies, we will expect you to work collaboratively with the incumbent Framework supplier prior to the transfer date to ensure that there is no disruption to service delivery or diminution in service quality and that the requirements of TUPE are complied with fully.

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.

* 1. What You Can Expect From Us

Subject to paragraph 1.10 of this document, 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 advisors comply.

Your bid must remain valid for 180 days to be adjusted per procurement 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, 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 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 consider 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

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

Otherwise, each member will 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 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. You MUST ensure you are regularly checking your messages 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 Contracts as a result of the competition
* make any changes to the timetable, structure or content of the competition
* accept bids submitted after the bid submission deadline
* 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
  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. 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) classifications scheme.

1. **How the Framework is Structured**

The published Framework Contract (including the Framework Schedules) and Call-Off Contract terms and conditions are available within **Attachment 10**. Please carefully review these documents so that you fully understand the rights and obligations they confer on the parties.

Framework and Call-Off Contract terms are non-negotiable, whether during this Procurement or post award. However, you may seek clarification of any points of ambiguity terms throughout the clarification period (see paragraph 6).

Following CCS’ decision to award, the Framework Contract will be updated to incorporate elements of your bid.

All Call-Off Contracts awarded by Buyers will be subject to the Call-Off Contract terms and conditions.

1. **Additional Information**
   1. In this section 11, “Procurement Regulations” means each of:

a) the Public Contracts Regulations 2015 (SI 2015/102);

b) the Concession Contracts Regulations 2016 (SI 2016/273);

c) the Utilities Contracts Regulations 2016 (SI 2016/274);

d) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848);

e) the Remedies Directive (2007/66/EC);

f) Directive 2014/23/EU of the European Parliament and Council;

g) Directive 2014/24/EU of the European Parliament and Council;

h) Directive 2014/25/EU of the European Parliament and Council; and

i) Directive 2009/81/EC of the European Parliament and Council.

* 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, Call-Offs 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 Call-Off Contracts to reflect that Buyer’s specific needs.

**12 The Armed Forces Covenant**

* 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.
  2. 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. [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.
  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](mailto:covenant-mailbox@mod.uk)

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

* 1. Paragraphs a – d 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.