



Crown
Commercial
Service

Invitation to Tender

Attachment 1 – About the framework

RM6226 – Debt Resolution Services

Contents

Welcome.....	2
1 What you need to know.....	7
2 The opportunity.....	8
3 What a framework is.....	9
4 Who can bid.....	12
5 Timelines for the competition.....	12
6 When and how to ask questions.....	13
7 Management information and management charge.....	13
8 Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”).....	13
9 Competition rules.....	14
10 How the framework is structured.....	18
11 HMRC Call Off Contract from Lot 1- Managed Debt Collections Services.....	23
12 Framework Additional information.....	24
The Armed Forces Covenant.....	25

Welcome

We invite you to bid in this competition for RM6226 Debt Resolution Services. Our Invitation to Tender (ITT) pack comes in 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
- details of the HMRC Call Off 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>

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>

There are also the following attachments to the ITT pack:

Attachment 1a Framework Schedule 1 (Specification) - this folder contains documents for Framework Schedule 1, which is part of the Framework Contract and sets out the scope of requirement.

Schedule 1 Annex J General Requirement Specification – Read first

Framework Schedule 1 (Specification) - Specifications per Lot
Schedule 1 Annex A Managed Collection Services Specification Lot 1
Schedule 1 Annex B FED Data and Affordability Solutions Specification Lots 2, 3 and 4
Schedule 1 Annex C Enforcement Services Specification Lot 5
Schedule 1 Annex D Litigation Services England and Wales Specification Lot 6
Schedule 1 Annex E Scottish Litigation Services Specification Lot 7
Schedule 1 Annex F Auctioneers Services Specification Lots 8 - 13
Schedule 1 Annex G Process Servers Specification Lot 14
Schedule 1 Annex H SARS Specification Lots 15 - 19

Attachment 2a - Selection Questionnaire – you must complete the questions detailed in this questionnaire and associated Annexes online in the eSourcing Suite (qualification envelope).

Attachment 2b Contract Example Certificate template Lot 2 - 20 – applicable to all lots **except Lot 1**, you must complete and get your customer to sign this attachment for your contract example. You must then attach each certificate to the relevant selection questions in the eSourcing Suite (qualification envelope) for the lots you are bidding for.

Attachment 2c - Quality Questions per Lot – this folder contains all the Lot specific questions to be answered in the eSourcing Suite (technical envelope) in addition to any quality questions in this document:

Attachment 2c Quality questions per Lot	
Attachment 2c Annex A	AQ Section C Lot 1
Attachment 2c Annex B	AQ Section D Lot 2
Attachment 2c Annex C	AQ Section E Lot 3
Attachment 2c Annex D	AQ Section F Lot 4
Attachment 2c Annex E	AQ Section G Lot 5
Attachment 2c Annex F	AQ Section H Lot 6
Attachment 2c Annex G	AQ Section I Lot 7
Attachment 2c Annex H	AQ Section J Lots 8 - 13
Attachment 2c Annex I	AQ Section K Lots 14
Attachment 2c Annex J	AQ Sections L,M,N,O,P Lot 15 - 19
Attachment 2c Annex K	AQ Section Q Lot 20

Attachment 2d - Relevant Principal Services Template - Lot 1 only - you must complete and attach this document to the relevant question in the eSourcing Suite (qualification envelope).

Attachment 2d(i) - Certificate of Past Performance - Lot 1 only - you must complete and get your customer to populate this attachment for the relevant principle services delivered. You must then attach this document to the relevant question in the eSourcing Suite (qualification envelope).

Attachment 3 - Pricing Matrix and Attachment 3.1 - Price Scenario – this folder contains the Price Matrix and Price Scenario for each lot. You must complete the Price Matrix and Price Scenario applicable to the lot(s) you are bidding for and upload to question PQ1 in the eSourcing Suite (commercial envelope):

Attachment 3 and 3.1 - Pricing Matrix and Price Scenario per Lot
Attachment 3 Pricing Matrix Lot 1
Attachment 3.1 Price Scenario Lot 1
Attachment 3 Pricing Matrix Lot 2
Attachment 3.1 Price Scenario Lot 2
Attachment 3 Pricing Matrix Lot 3
Attachment 3.1 Price Scenario Lot 3
Attachment 3 Pricing Matrix Lot 4
Attachment 3.1 Price Scenario Lot 4
Attachment 3 Pricing Matrix Lot 5
Attachment 3.1 Price Scenario Lot 5
Attachment 3 Pricing Matrix Lot 6
Attachment 3.1 Price Scenario Lot 6
Attachment 3 Pricing Matrix Lot 7
Attachment 3.1 Price Scenario Lot 7
Attachment 3 Pricing Matrix Lot 8
Attachment 3.1 Price Scenario Lot 8
Attachment 3 Pricing Matrix Lot 9
Attachment 3.1 Price Scenario Lot 9
Attachment 3 Pricing Matrix Lot 10
Attachment 3.1 Price Scenario Lot 10
Attachment 3 Pricing Matrix Lot 11
Attachment 3.1 Price Scenario Lot 11
Attachment 3 Pricing Matrix Lot 12
Attachment 3.1 Price Scenario Lot 12
Attachment 3 Pricing Matrix Lot 13

Attachment 3.1 Price Scenario Lot 13
Attachment 3 Pricing Matrix Lot 14
Attachment 3.1 Price Scenario Lot 14
Attachment 3 Pricing Matrix Lot 15
Attachment 3.1 Price Scenario Lot 15
Attachment 3 Pricing Matrix Lot 16
Attachment 3.1 Price Scenario Lot 16
Attachment 3 Pricing Matrix Lot 17
Attachment 3.1 Price Scenario Lot 17
Attachment 3 Pricing Matrix Lot 18
Attachment 3.1 Price Scenario Lot 18
Attachment 3 Pricing Matrix Lot 19
Attachment 3.1 Price Scenario Lot 19
Attachment 3 Pricing Matrix Lot 20
Attachment 3.1 Price Scenario Lot 20

Attachment 3.2 - Data Room Lot 1 only - this folder contains 7 Historical data streams which have been provided as a reference for the purposes of Lot 1 only. The information has been provided **for the completion of Lot 1 Pricing** and Bidders acknowledge and agree that:

- i. CCS [and Buyers] provides no warrant or representation as to the accuracy or completeness of this information;
- ii. That they should place no reliance on it or its content as Bidders must carry out their own due diligence and rely upon their own enquiries; and
- iii. The information provides no guarantee, commitment or suggested level of income achievable under any Lot under this DRS procurement exercise; and
- iv. This ITT pack contains no commitment or obligation on CCS [or Buyer] to enter into a Contract; and
- v. CCS [and Buyers] provide no warrant as to its accuracy and accept no liability for it or its content.

Attachment 3.2 Data Room
Attachment 3.2 Annex A - HMRC Weekly Report Template
Attachment 3.2 Annex B - Lot 1 Debt Characteristics

Attachment 3.2 Annex C - HMRC File Format Specifications
Attachment 3.2 Annex D - HMRC Unidentified Payments Template
Attachment 3.2 Annex E - DRS Data Request
Attachment 3.2 Annex F - Monthly Payment and Arrangement Complaint Report Template
Attachment 3.2 Annex G - HMRC Buyer Portal Query Categories

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 Suite (qualification envelope).

Attachment 5 - Financial Assessment Template - this attachment is **for information only** and you do not need to populate this template as part of your bid. This will be used by CCS to determine your organisation’s level of financial risk.

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 1.10.4 in the eSourcing Suite (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 1.12.3 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 - Letter of intent to guarantee – If you have confirmed in the selection questionnaire that you would like to nominate a guarantor to provide additional assurance to a Buyer that you will meet their obligations under a Call off contract, you are required to submit the Letter of Intent to Guarantee in addition to a Certified copy of the extract of the board minutes and/or resolution of the Guarantor approving the intention to enter into a Letter of Intent to Guarantee at the relevant question in the eSourcing Suite (qualification envelope).

Attachment 10 - Framework Contract Documents – this folder contains the documents that form the Framework Contract and consists of:

- Core terms
- Framework schedules
- Joint schedules
- Call Off schedules
- Framework award form (CCS will populate this at framework award)

Attachment 11 - HMRC Call-Off Contract (Lot 1 Only) - this folder contains the HMRC Call Off Contract documents. See paragraph 12 for information relating to the HMRC Call-Off Contract.

Make sure you **read all the attachments, and the contract documents** which can be found within **ITT_6528** RM6226 Debt Resolution Services provision at:

<https://crowncommercialservice.bravosolution.co.uk>

The guidance, information and instructions that we provide are there to help you to make a compliant bid.

If anything is not clear, see paragraph 7. 'When and how to ask questions.

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>

1 What you need to know

1.1 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.

1.2 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).

1.3 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.

1.4 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 1 (Specification).

1.5 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 to provide the deliverables under the framework.

1.6 What is the difference between a Bidder and supplier?

Successful Bidders will become suppliers.

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>

2 The opportunity

Crown Commercial Service, as the Authority, intends to put in place an agreement for the provision of debt resolution services for use by all UK public sector bodies.

The key core services will include:

- debt prevention services,

- managed debt collection services (managing multiple collection agencies),
- debt collection agency services (including International Collections),
- enforcement/warrant recovery services,
- debt analytics (including open-banking and complimentary data and analytics),
- data aggregation and analysis services,
- debt analytics/solutions software and integration,
- spend recovery analysis,
- debt business process outsourcing,
- fraud and error prevention and analysis,
- debt advice and guidance services.

Further Information and definitions can be found in Framework Schedule 1.

3 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 FTS contract notice. There may be multiple call off agreements under one framework.

We cannot guarantee any business through this framework.

3.1 How the framework is structured

The framework will be established for **four (4) years**.

Call-Off Contract(s) will be for a maximum of **four (4) years** with an optional Call-Off extension period only of three (3) years in increments of **one year (1+1+1)**.

Any Call-Off contract(s) shall not surpass the framework time period by more than **three (3) years** in any circumstances.

3.2 Bidding for one or more Lots

Bidders can bid for one or more lots. If the Bidder is successful on one or more lot(s) the Bidder will be awarded a Framework Contract for those lot(s).

3.3 This framework will have 20 lots. The lots are:

Lot	Lot name and description
Lot 1	Managed Debt Collections Services
Lot 2	Data Solutions
Lot 3	Affordability Assessment and Monitoring
Lot 4	FED Advisory
Lot 5	Enforcement Services
Lot 6	Litigation England and Wales
Lot 7	Litigation Scotland
Lot 8	UK Auctioneers Services London
Lot 9	UK Auctioneers Services South
Lot 10	UK Auctioneers Services Midlands
Lot 11	UK Auctioneers Services North
Lot 12	UK Auctioneers Services Wales
Lot 13	UK Auctioneers Services Northern Ireland
Lot 14	Process Servers
Lot 15	Spend Analytics and Recovery Services (SARS)
Lot 16	SARS General Compliance Review
Lot 17	SARS Specialist Review Utilities
Lot 18	SARS Specialist Review Comms
Lot 19	SARS Specialist Review VAT
Lot 20	Managed Enforcements

3.4 The number of suppliers to be awarded a framework contract for each lot is:

Lot	Number of places
Lot 1	2
Lot 2	Bidders who achieve or exceed a Final Score of 32.72 will be awarded a Framework Contract
Lot 3	Bidders who achieve or exceed a Final Score of 24.80 will be awarded a Framework Contract
Lot 4	Bidders who achieve or exceed a Final Score of 24.80 will be awarded a Framework Contract
Lot 5	Bidders who achieve or exceed a Final Score of 45.32 will be awarded a Framework Contract
Lot 6	Bidders who achieve or exceed a Final Score of 24.80 will be awarded a Framework Contract
Lot 7	Bidders who achieve or exceed a Final Score of 24.80 will be awarded a Framework Contract
Lots 8 to 13	Bidders who achieve or exceed a Final Score of 29.90 will be awarded a Framework Contract
Lot 14	Bidders who achieve or exceed a Final Score of 29.90 will be awarded a Framework Contract
Lot 15	Bidders who achieve or exceed a Final Score of 35.00 will be awarded a Framework Contract
Lots 16 -19	Bidders who achieve or exceed a Final Score of 44.60 will be awarded a Framework Contract
Lot 20	Bidders who achieve or exceed a Final Score of 29.90 will be awarded a Framework Contract

4 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 Service FTS, Contracts Finder and our website <https://www.crowncommercial.gov.uk/agreements/RM6226>

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.

5 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)	20/07/2021
Publication date (this is the date the ITT pack will be published)	21/07/2021
Clarification questions deadline	17:00 09/08/2021
Deadline for our responses to clarification questions	17:00 11/08/2021
Bid submission deadline	15:00 20/08/2021
Compliance	From the bid submission deadline through to Award of Framework Contracts
Issue of intention to award notices to successful and unsuccessful Bidders	18/11/2021
End of mandatory standstill period	midnight at the end of 29/11/2021
Award of framework contracts	01/12/2021

6 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.

7 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).

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

8 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

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**, subject to individual buyer circumstances because:

- services which are fundamentally the same as what buyers may need under this procurement may be currently being provided either in-house or by a supplier to some buyers
- the responsibility for delivering those or comparable services may transfer to the supplier who is awarded the call-off contract

- As we do not have all the details of buyers that will use this framework you will need to work with potential buyers on a case by case basis to understand whether TUPE will apply at call-off stage.
- For Lot 1, the existing supplier, and subcontractors of the services to HMRC have confirmed that they do not consider TUPE to apply for the HMRC service, see paragraph 12.

Again, we encourage you to take your own advice on whether TUPE is likely to apply, and to carry out due diligence accordingly. Buyer requirements will differ and Suppliers will need to review the applicability of TUPE with individual Buyers as Call-off Contract requirements are finalised.

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.

We can't provide information in respect of employees at this stage because it's not available. It will be provided by Buyers at call-off stage.

9 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.

9.1 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.

9.2 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 120 days after the bid submission deadline.

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

9.3 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 considers necessary to prevent or stop any collusive behaviour.

9.4 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.

9.5 Contracting arrangements for consortium

We will require a consortium to form a specific legal entity when signing a framework contract.

Otherwise, each member will sign the framework contract.

9.6 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.

9.7 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.

9.8 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.

9.9 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 contract(s) [or 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 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

9.10 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).

9.11 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.

9.12 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.

10 How the framework is structured

The framework contract is made up of four key components:

<https://www.crowncommercial.gov.uk/agreements/RM6226>

10.1 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.

10.2 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 in 11.5 describes the purpose of each of these schedules.

10.3 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 agreement.

10.4 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.

10.5 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/agreements/RM6226>

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.	No
Framework Schedule 1 (Specification)	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 Award Procedure)	The process that a Buyer 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. Refer to https://www.ncsc.gov.uk/information/cyber-essentials-faqs for more information.	No
Joint Schedule 1 (Definitions)	What the capitalised terms in the documents mean and how to interpret the Contract.	No
Joint Schedule 2 (Variation Form and CCP)	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 Difficulties)	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 to a Buyer that the Supplier will meet their obligations under a call off contract. Also includes the form of Letter of Intent to Guarantee that is required to be used if you intend to / are required to have a guarantor.	No
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 FTS notice.	No
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 visibility of subcontract opportunities in the Supply Chain and visibility of Supply	No
Call-Off Schedule 1 (Transparency Reports)	The information about the Contract that the Buyer needs from the Supplier so that it can meet its public accountability and transparency requirements.	Yes
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.	Yes
Call-Off Schedule 3 (Continuous Improvement)	The requirement that the Supplier always improves how it delivers the Call-Off Contract.	Yes
Call-Off Schedule 4 (Call-Off Tender)	How the Supplier proposes to meet the requirements of a Call-Off Contract.	Yes
Call-Off Schedule 5 (Pricing Details)	Placeholder for pricing information additional to that contained in the Order Form.	Yes
Call-Off Schedule 6 (ICT Services)	Additional terms for the delivery of ICT Services.	Yes
Call-Off Schedule 7 (Key Supplier Staff)	Restrictions on a Supplier changing staff that are crucial to deliver the Contract.	Yes

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.	Yes
Call-Off Schedule 9 (Security)	What the Supplier must do to ensure that Buyer data and Deliverables are kept secure.	Yes
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.	Yes
Call-Off Schedule 12 (Clustering)	Enables multiple Buyers to join together to procure Deliverables more efficiently.	Yes
Call-Off Schedule 13 (Implementation 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 (Service Levels)	The standards of service required by the Buyer and what happens when these are not met.	Yes
Call-Off Schedule 15 (Call-Off Contract Management)	How the Supplier and the Buyer should work together on the Call-Off Contract.	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 (Background Checks)	Additional background checks and disclosure of relevant convictions as determined by the Buyer.	Yes
Call-Off Schedule 19 (Scottish Law)	Switches the interpretation of the contract from the laws of England and Wales to Scottish law.	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 (Northern Ireland Law)	This schedule switches the interpretation of the Contract from the laws of England and Wales to Northern Ireland Law.	Yes
Call-Off Schedule 23 (HMRC Terms)	HMRC Terms	Yes

Call Off Schedule 24 Deed Of Trust	The agreement that may be put in place between the Buyer and the Supplier	Yes
---------------------------------------	--	-----

11 HMRC Call Off Contract from Lot 1- Managed Debt Collections Services

This competition will result in the award of the Lot 1 Framework Contract by CCS, and also a Lot 1 Call-Off Contract by HMRC.

HMRC seeks to award its Call-Off Contract for Lot 1 (Managed Debt Collection Services) to the highest ranking supplier awarded a Framework Contract for Lot 1 (Managed Collection Services).

The award of HMRC's Lot 1 Call-Off Contract cannot be made unless and until the Lot 1 Framework Contract has been executed and the Conditions Precedent, set out in the Framework Contract and HMRC's Call-Off Contract, have been complied with by the Supplier.

All Lot 1 Bidders will acknowledge and accept that in submitting a tender for CCS' Lot 1 Framework Contract and HMRC's Lot 1 Call-Off Contract, that CCS must first award and execute the Framework Contracts before HMRC's Call-Off Contract.

HMRC's Lot 1 Call-Off Contract may be awarded and executed, under and in accordance with Framework Schedule 7 (Call-Off Award Procedure). All Lot 1 Bidders therefore agree that their tenders for HMRC's Lot 1 Call-Off Contract shall remain open for acceptance by HMRC until 90 days after the execution of the Lot 1 Framework Contract by CCS and the Supplier.

11.1 HMRC Call-Off Contract Documents

This table lists each contract document relating to the HMRC Call-Off Contract that will be awarded on completion of the Lot 1 Framework to the highest ranking supplier. For the purposes of this Call-Off Contract the following Schedules will apply in addition to the Framework Schedules and Core Terms .

HMRC Contract terms
HMRC Call-Off Schedule 1 Transparency Reports
HMRC Call-Off Schedule 2 Staff Transfer
HMRC Call-Off Schedule 3 Continuous Improvement
HMRC Call-Off Schedule 4 Call-Off Tender
HMRC Call-Off Schedule 5 Pricing Details
HMRC Call-Off Schedule 7 Key Supplier Staff
HMRC Call-Off Schedule 8 Business Continuity and Disaster Recovery

HMRC Call-Off Schedule 9 Security Requirements
HMRC Call-Off Schedule 10 Exit Management
HMRC Call-Off Schedule 13 Implementation Plan and Testing
HMRC Call-Off Schedule 13 Annex to Implementation Plan and Testing
HMRC Call-Off Schedule 14 Service Levels
HMRC Call-Off Schedule 15 Contract Management
HMRC Call-Off Schedule 16 Benchmarking
HMRC Call-Off Schedule 20 Specification
HMRC Call-Off Schedule 23 HMRC Terms
HMRC Call-Off Schedule 24 Deed Of Trust
HMRC Joint Schedule 3 Insurance Requirements
HMRC Joint Schedule 4 Commercially Sensitive Information
HMRC Joint Schedule 7 Financial Difficulties
HMRC Joint Schedule 10 Rectification Plan
HMRC Joint Schedule 11 Processing Data
HMRC Joint Schedule 12 Supply Chain Visibility
All Other Framework Terms and Conditions

12 Framework Additional information

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.

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.

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](#).

3. The Corporate Covenant gives guidance on the various ways you can demonstrate your support.
4. 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
5. 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.