



Crown
Commercial
Service

Invitation to Tender

Attachment 1 – About the framework

RM6020 - Insurance and Related Services 3

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Welcome

We invite you to bid in this competition for Insurance and Related Services 3. Our Invitation to Tender (ITT) pack is divided into two main parts:

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

Plus:

- the competition rules and obligations and rights between you and us
- how the contract works – what a framework is and what's in a framework contract.

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

You must use our eSourcing suite, to submit your bid at:

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

There are also the following attachments to the ITT pack.

These attachments are:

Attachment 2a - Selection questionnaire - details the selection questions which you must complete online in the eSourcing suite (qualification envelope).

Attachment 3 - Price matrix - attachment must be completed in accordance with the instructions provided in the Price matrix and paragraph 11 of Attachment 2 – How to bid. This information forms part of Framework Schedule 3 (Framework Prices), if you are successful in this competition.

Attachment 4 - Information and declaration workbook - must be completed if you are relying upon any other organisation, including key subcontractors and consortium members, to meet the selection criteria. Please refer to paragraph 2 of Attachment 2 – How to bid.

Attachment 5 - Financial assessment template - for information only. This will be used by CCS to determine your organisation's level of financial risk.

Attachment 6 - Consortia details - must be completed if you are bidding as the lead member of a consortium. Please refer to paragraph 2 of Attachment 2 – How to bid.

Attachment 7 - Key subcontractor details - must be completed if you intend to use key subcontractors in your bid. Please refer to paragraph 2 of Attachment 2 – How to bid.

Attachment 8 - Bidder guidance - for information only. This provides guidance for using the eSourcing suite and instructions on how to submit a compliant bid.

Attachment 9 - Framework Award Population Template - must be completed to enable us to populate your framework contract, if you are successful in this competition.

Attachment 10a - Framework Schedule 1 (Specification) Lot 1 - forms part of the framework contract and sets out the scope of the requirement.

Attachment 10b - Framework Schedule 1 (Specification) Lot 2 - forms part of the framework contract and sets out the scope of the requirement.

Attachment 11 - Contract documents (zip folder) – forms the framework contract and consists of:

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

Make sure you **read all the attachments, and the contract documents** at **Attachment 11** which can be found at:

<https://www.crowncommercial.gov.uk/agreements/RM6020>

Attachment 12 – CCS Frequently asked questions

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

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

Please read Attachment 8 – Bidder guidance for help using our eSourcing suite and instructions on how to submit a compliant bid.

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 Award Procedure).

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 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 have follow processes that are fair, transparent and equitable for all bidders.

2. The opportunity

This Insurance and Related Services 3 (IS3) framework will be let for four years and allow access to brokerage and related services and claims handling and related services for customers across the whole of the UK public sector.

There will be up to 15 Brokers awarded to lot 1 and up to 3 providers awarded to lot 2 (lot 2 will be available to the whole of the public sector having previously been restricted to central government in IS2). There will again be a direct award option for brokerage and related services.

IS3 will comprise this framework agreement (RM6020) and an associated dynamic purchasing system (RM6138) onto which will be awarded insurance services providers.

The lotting structure will be:

- Lot 1 – Brokerage and related services
- Lot 2 – Claims handling and related services.

CCS insurance agreements have averaged over £72M per annum in spend since 2016. Over 700 public sector organisations across the UK have used Insurance Services 1 and Insurance Services 2 to deliver their insurance needs through CCS.

Remember that the full specification is in Attachment 10 - Framework Schedule 1 (Specification).

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 OJEU 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 48 months.

This framework will have 2 lots, the lots are:

Lot	Lot name and description
Lot 1	Brokerage and Related Services
Lot 2	Claims Handling and Related Services

Bidders can bid for one or more lots.

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

Lot	Number of places
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Lot 1	15
Lot 2	3

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 Tenders Electronic Daily (TED) and our website at: <https://www.crowncommercial.gov.uk/agreements/RM6020>

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)	11/09/2019
Publication date (this is the date the ITT pack will be published)	13/09/2019
Clarification period opens	13/09/2019
Clarification questions deadline	15:00 on 27/09/2019
Deadline for our responses to clarification questions	17:00 on 03/10/2019
Bid submission deadline	15:00 on 11/10/2019
Issue of intention to award notices to successful and unsuccessful bidders	09/12/2019

End of mandatory standstill period	midnight at the end of 19/12/2019
Award of framework contracts	20/12/2019
Framework start date	06/01/2020

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:

- no services are provided to CCS under any existing framework contract or arrangements that this framework will replace
- 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** because:

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

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

You can see the provisions we make and the indemnities which will be given if TUPE is to apply under a call-off contract in Attachment 11 Call-Off Schedule 2 (Staff Transfer). No further indemnities will be provided.

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 6 months after the bid submission deadline.

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

9.3 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.

9.4 Collusive behaviour

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

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

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

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

9.5 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.

9.6 Contracting arrangements for consortium

We will require a consortium to form a specific legal entity when signing a framework contract. We may also require a member to sign a framework guarantee for the legal entity.

Otherwise, each member will sign the framework contract.

9.7 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.

9.8 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.

9.9 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.

9.10 Our rights

We reserve the right to:

- waive or change the requirements of this ITT pack from time to time without notice
- verify information, seek clarification or require evidence or further information in respect of your bid
- withdraw this ITT pack at any time, or re-invite bids on the same or alternative basis
- choose not to award any framework contract(s) or lot(s) as a result of the competition
- choose to award different lots at different times
- make any changes to the timetable, structure or content of the competition
- carry out the evaluation stages (selection and award stages) of this procurement concurrently
- exclude you if:

- you submit a non-compliant bid
- your bid contains false or misleading information
- you fail to tell us of any change in the contracting arrangements between bid submission and contract award
- the change in the contracting arrangements would result in a breach of procurement law
- for any other reason set out elsewhere in this ITT pack
- for any reason set out in the Regulations

9.11 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).

9.12 Bid costs

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

9.13 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.

9.14 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.

10. How the framework is structured

The framework contract is made up of four key components, which can be found in the zip file at Attachment 11 – Contract documents, accessible via this web link:

<https://www.crowncommercial.gov.uk/agreements/RM6020>

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 below 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 at:

<https://www.crowncommercial.gov.uk/agreements/RM6020>

Document title	What is it?	Optional?
Core Terms	The main legal terms for both Framework and Call-Off Contracts.	
Framework Award Form	Includes important information and contents of a Framework Contract.	
Schedules	Attachments to the Core Terms which contain important information about specific aspects of buying and selling.	
Framework Schedule 1 (Specification)	The Deliverables CCS needs the Suppliers to provide to Buyers.	
Framework Schedule 2 (Framework Tender)	How the Supplier proposes to meet the requirements in the Specification.	
Framework Schedule 3 (Framework Prices)	The price the Supplier can charge for Deliverables under the Framework Contract.	
Framework Schedule 4 (Framework Management)	How CCS and Suppliers will manage the Framework Contract.	
Framework Schedule 5 (Management Charges)	How Suppliers report to CCS and the charges they have to pay to CCS for using	

and Information)	the Framework Contract.	
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.	
Framework Schedule 7a (Call-Off Award Procedure)	The process that a Buyer must follow to award a Call-Off Contract.	
Framework Schedule 7b (Call-Off Award Procedure)	The process that a Buyer must follow to award a Call-Off Contract.	
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.	
Framework Schedule 9 (Cyber Essentials Scheme)	Obligations on the Supplier to maintain cyber security accreditation.	
Joint Schedule 1 (Definitions)	What the capitalised terms in the documents mean and how to interpret the Contract.	
Joint Schedule 2 (Variation Form)	How the Supplier, CCS and the Buyer can make a change to an existing Contract.	
Joint Schedule 3 (Insurance Requirements)	The insurance a Supplier needs in case it breaches a Contract or is negligent.	
Joint Schedule 4 (Commercially Sensitive Information)	The only information about the Supplier that can't be disclosed or reported to the public.	
Joint Schedule 5 (Corporate Social Responsibility)	Agreement that the Supplier behaves as a good corporate citizen.	
Joint Schedule 6 (Key Subcontractors)	Restrictions on a Supplier switching the subcontractors working on the Contract.	

Joint Schedule 7 (Financial Difficulties)	What Suppliers must do if they are in financial trouble.	
Joint Schedule 8 (Guarantee)	The document signed by a third party to provide additional assurance that the Supplier will meet their obligations under the Contract.	
Joint Schedule 9 (Minimum Standards of Reliability)	NOT USED	
Joint Schedule 10 (Rectification Plan)	What Suppliers must do to address the Default with clear schedule and clause reference as appropriate.	
Joint Schedule 11 (Processing Data)	Details about the data processing the supplier is allowed to do.	
Joint Schedule 12 (Supply Chain Visibility)	NOT USED	
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)	NOT USED	

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 11 (Installation Works)	NOT USED	
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)	NOT USED	
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)	This Schedule should be used where Supplier Staff must be vetted before working on a Contract	Yes
Call-Off Schedule 19	Switches the interpretation of the contract	Yes

(Scottish Law)	from the laws of England and Wales to Scottish law.	
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 Call-Off Schedule 21 may be included to adapt the Core Terms and Schedules so that the Call-Off Contract is under Northern Ireland Law.	Yes
Call-Off Schedule 22 (Lease Terms)	NOT USED	

11. 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.