



Crown
Commercial
Service



Government
Communication
Service

Invitation to tender

Attachment 1

About the framework

Campaign Solutions 2

Reference Number

RM6125

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FOREWORD

Foreword by Alex Aiken, Executive Director, Government Communications

Campaigns are at the heart of government communication, with the pandemic displaying the important role that campaigns play both locally and nationally. The scale of this impact is demonstrated by the fact that our Covid-19 campaigns have reached 95% of adults on average 17 times per week, with the NHS Covid-19 app being downloaded more than 21 million times.

Communication has been a fundamental pillar of the national response at all levels of government. The most effective campaigns save, improve and enrich lives and form part of the national conversation. Excellent campaigns have insight into audiences, their characteristics, aspirations and beliefs at their heart. In addition, campaigns must have focused outcomes, a strong narrative and a mastery of all channels to reach target audiences.

Campaigning is also about having a worthwhile cause and in government, we have a wide variety of important causes to work with; our bottom line is lives saved, new jobs created or people empowered.

To deliver the best public service campaigns we are launching the tender process for two new communication agreements which I believe will lead to better communication through stronger relationships between agencies and the Government Communication Service working together. This is necessary as the communication landscape continues to change, as we modernise the GCS and most importantly to deliver cost effective campaigns for the people we serve.

The new Campaign Solutions Framework will continue to be an agreement that will facilitate longer term, strategic relationships providing end to end campaign solutions. We've built in more flexibility for how we work with our agencies and will put in place solutions to drive better, more joined up ways of working across government.

We also look forward to the go live of Communications Marketplace in Summer, which will replace the current Communication Services agreement. In a similar way as before, the Marketplace will allow for standalone, direct relationships with agencies providing specialist expertise and niche services. The benefit is that we can expand the scope and number of agencies throughout the duration of this agreement. This will allow us to flex our partnerships with our needs.

The next four years will mark the recovery and renewal from the pandemic and pursue the important work to Build Back Better and level-up the country. These will all bring new challenges for the communications profession and our agencies. The pandemic has forced us to adopt new ways of working, and reframed the way we

communicate. As we look ahead there are six key areas that government communications will be focusing on:

Building a united profession, encouraging greater collaboration cross-departmental and organisational boundaries. This includes a move away from the volume of campaigns that currently exists and to produce fewer, bigger campaigns which are more impactful and more effective.

Building digital capability to effectively communicate with audiences online, including removing barriers presented by inaccessible communications.

Building direct relationships to ensure we deliver trusted messages to the public and achieve cut through in crowded communications spaces.

Building understanding of how communication produces outcomes, becoming both more efficient and effective.

Building our knowledge, ensuring we are future-proofing our expertise by constantly reinventing and upskilling ourselves to emerging technologies.

Building back better, together, by bringing people together, reaching out to marginalised communities, and removing barriers through accessible campaigns.

If you believe your agency can offer world class solutions to help us save, improve and enrich the lives of all people living in the UK we would be delighted to receive your tender.

Alex Aiken

Executive Director, Government Communication

Welcome

We invite you to bid in this competition for RM6125 Campaign Solutions 2.

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 and, how to ask questions.

Plus:

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

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

You must use our eSourcing suite, to submit your bid

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

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

Book online training for the CCS eSourcing suite at

<https://www.crowncommercial.gov.uk/esourcing-training>

If you experience any technical issues contact

Email - eenablement@crowncommercial.gov.uk

Phone - 0345 410 2222 choose option 2

There are the following attachments to the ITT pack.

These attachments are:

Attachment 2a **Selection questionnaire** – this document contains the selection questions and guidance, but remember you must complete the selection questions online in the eSourcing Suite (qualification envelope).

Attachment 2b **Award questionnaire response guidance, evaluation and marking scheme** - this document contains the award, quality questions, guidance, and marking scheme. Remember you must complete the questions online in the eSourcing Suite (technical envelope).

Attachment 2c **Lot 1 QB4 brief** - this document contains the brief to be used for Lot 1 award question QB4. Remember you must complete the questions online in the eSourcing Suite (technical envelope).

Attachment 2d **Lot 1 QB5 brief** - this document contains the brief to be used for Lot 1 award question QB5. Remember you must complete the questions online in the eSourcing Suite (technical envelope).

Attachment 3 **Pricing guidance and evaluation process** - this document contains instructions on how to complete the price matrix relevant to the Lot(s) you are bidding for and how we will evaluate your price.

Attachment 3.1 **Price matrix Lot 1** - you must complete the required unlocked cells and upload to question PQ1 in the eSourcing Suite (commercial envelope)

Attachment 3.2 **Price matrix Lot 2** - you must complete the required unlocked cells and upload to question PQ2 in the eSourcing Suite (commercial envelope)

Attachment 3.3 **Price matrix Lot 3** - you must complete the required unlocked cells and upload to question PQ3 in the eSourcing Suite (commercial envelope)

Attachment 3.4 **Price matrix Lot 4** - you must complete the required unlocked cells and upload to question PQ4 in the eSourcing Suite (commercial envelope)

Attachment 3.5 **Price matrix Lot 5** - you must complete the required unlocked cells and upload to question PQ5 in the eSourcing Suite (commercial envelope)

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** - you do not need to populate this template as part of your bid

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 29.3 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 29.6 in the eSourcing Suite (qualification envelope).

Attachment 8 **Frequently Asked Questions Framework** - 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 require a Guarantor this is the document that needs to be completed by a third party (Guarantor) to provide additional assurance to a Client that the Agency will meet their obligations under a call-off contract.

Attachment 10 **Framework Contract Documents** (zip folder) – forms the Framework Contract and consists of:

- Framework Contract, includes Core Terms, Framework Schedules and Joint Schedules
- Call Off Contract, includes the Letter Of Appointment, Joint Schedules and Call Off Schedules
- Framework award form (CCS will populate at framework award).

Make sure you **read all the attachments, and the contract documents**. 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 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);

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

When we use "you" or "your" we mean your organisation, or the organisation you represent in this competition.

1.2. Who is the 'Potential Agency'

Organisations participating in this procurement are referred to as 'Potential Agencies'. Successful Potential Agencies will become 'Agencies'.

1.3. Who are 'Clients'

Clients 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).

1.4. 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.

1.5. What do we mean by 'deliverables'?

Deliverables are the services and/or goods that will be provided under this framework agreement as set out in Framework Schedule 1 (Specification).

1.6. 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.

1.7. 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 (CCS) as the Authority intends to put in place a Pan Government Collaborative Agreement for the provision of creative, marketing, media strategy and planning and events services to be utilised by Central Government Departments and all other UK Public Sector Bodies, including Local Authorities, Health, Police, Fire and Rescue, Education, Charities and Devolved Administrations. It is intended that this commercial agreement will be the recommended vehicle for all creative, marketing, media strategy and events services required by UK Central Government Departments.

The aim of the Campaign Solutions 2 agreement is to provide Public Sector customers with access to an innovative, quality and value for money approach to buying end to end creative campaign and marketing services, media strategy and planning services and events services.

The framework will consist of 5 Lots and will be for a duration of 4 years (2+1+1).

3. What a framework is

A framework, with one or more Agencies, sets out terms that allow Clients to make specific purchases ('call-offs contracts') during the life of the framework. This competition is for a multi-agency framework.

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

Clients can then use the framework to make call-offs. Each call-off contract will be signed and managed by you and the Client.

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 agreements under one framework.

We cannot guarantee any business through this framework.

3.1. How the framework is structured

The framework duration is 4 years (2+1+1), this means the framework will be established for 24 months with the option for us to extend for a further 2, 12-month periods.

This framework will have 5 Lots, the Lots are:

Lot	Lot name
1	End to End Campaign Management
2	Media Strategy and Planning
3	Content Versioning and Distribution
4	Stock Imagery, Footage and Sound
5	Events

The number of Agencies to be awarded a framework contract for each Lot is:

Lot	Number of places
1	12
2	6
3	1
4	1
5	6

4. Who can bid

We are running this competition using the ‘open procedure’.

The contract notice can be found on Find a Tender Service (FTS) and Contract Finder.

Potential Agencies have the opportunity to bid for all or any combination of the five (5) Lots.

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.

Lot 1 only

For Lot 1 only, if you are part of a Holding Group of companies, please note that we will not accept more than five (5) bids from Potential Agencies (Potential Agency bidding as a single organisation or as the part of a consortium bid) from the same group of Holding companies.

For the avoidance of doubt, a Potential Agency bidding for Lot 1 may also be named as a Key-Subcontractor within another Potential Agency's bid for Lot 1, but Potential Agencies who are part of the same Holding Group of companies are not allowed to submit more than five (5) separate bids within Lot 1 (bidding as a single organisation or as part of a consortium).

If a Holding Company Group submits more than five (5) bids for the Lot, the Authority may disqualify all of the bids submitted by the Potential Agency(s).

In order to ensure that the competition on the Framework Agreement is not distorted, if more than two (2) bids submitted from your Holding Company Group of companies are successful, we will offer Framework Contracts to the two (2) highest ranked Potential Agencies only. Refer to Attachment 2 - How to bid, paragraph 12 Final decision to award.

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)	24/02/2021
Publication date (this is the date the ITT pack will be published)	25/02/2021
Clarification questions deadline	17:00 24/03/2021
Deadline for our responses to clarification questions	09/04/2021
Bid submission deadline	15:00 21/04/2021
Compliance	From the bid submission deadline through to Award of Framework Contracts
Issue of intention to award notices to successful and unsuccessful bidders	27/08/2021

6. When and how to ask questions

We hope all instructions and guidance is clear within 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 - this is known as 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 for transparency reasons 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 against call off contracts awarded 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.

You also need to invoice all Clients who are Central Government Bodies the GCS Management Charge.

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

We do not deem TUPE applicable to this procurement at **framework** level because:

- no services are provided to CCS under the any existing framework contract or arrangements that this framework will replace
- services will only be provided to Clients 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 do not deem TUPE applicable to **call-off contracts** because:

- the required services are not currently being provided either in-house or by an Agency
- the required services are currently being provided by an Agency but there is no organised grouping of employees
- the services are to be carried out in connection with a single specific event or task of short-term duration

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

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

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 submitted 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
- 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.

Please refer to paragraph 4 How to bid.

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

Otherwise, each member will sign the framework contract.

9.7. Potential Agency 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, agency, 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. 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

9.11. 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.

9.15. 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:

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 Agency's relationship with us at framework contract level and with each Client at call-off contract level.

2. Schedules

Schedules are the attachments to the Core Terms which contain important information about specific aspects of buying and selling.

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.

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 Agency 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.

4. Letter of Appointment

When a Client wants to make purchases they will call-off from the framework by providing the relevant information laid out in Framework Schedule 6 (Letter of Appointment Template and Call Off Schedules). You can read about how clients will do their call-offs in Framework Schedule 7 (Call-Off Award Procedure).

The order form lays out:

- the Agency and Client 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 Client and one Agency but sometimes Clients will pool their demand and award jointly to one Agency.

The contract documents, the Framework Contract and Call Off Contract documents include the contract documents detailed in the table below. The table lists and briefly describes each contract document, which document they are in, Framework and/or Call Off and whether they are optional or not for Clients to use when putting together their Call Off Contract.

Document title	What is it?	Framework	Order Form Letter of Appointment	Optional ?
Framework Award Form	Includes important information and contents of a Framework Contract.	Standalone document		
Core Terms	The main legal terms for both Framework and Call-Off Contracts.	x	x	
Framework Schedule 1 (Specification)	The Deliverables CCS needs the Agencies to provide to Clients.	x		
Framework Schedule 2 (Framework Tender)	How the Agency proposes to meet the requirements in the Specification.	x		
Framework Schedule 3 (Framework Prices)	The price the Agency can charge for Deliverables under the Framework Contract.	x		
Framework Schedule 4 (Framework Management)	How CCS and Agencies will manage the Framework Contract.	x		
Framework Schedule 5 (Management Charges and Information)	How Agencies report to CCS and the charges they have to pay to CCS for using the Framework Contract.	x		
Framework Schedule 6 (Order Form Template and Call-Off Schedules)	The template documents that the Client needs to complete to form a Call Off Contract.	x	x	
Framework Schedule 7 (Call-Off Award Procedure)	The process that a Client must follow to award a Call-Off Contract.	x		
Framework Schedule 8 (Self Audit Certificate)	A letter Agencies must send to CCS each year to confirm that it has tested its own records and reporting about the Framework Contract.	x		

Framework Schedule 9 (Cyber Essentials Scheme)	<p>Obligations on the Agency to maintain cyber security accreditation.</p> <p>PLEASE NOTE: All certificates issued prior to 1 April 2020 or before 30 June 2020 on the existing scheme are valid until 30 June 2021. This includes those issued by Accreditation Bodies other than IASME.</p> <p>On 30 June 2021, any certificate issued under the old scheme will expire.</p> <p>Refer to https://www.ncsc.gov.uk/information/cyber-essentials-faqs for more information.</p>	x		Yes
Joint Schedule 1 (Definitions)	What the capitalised terms in the documents mean and how to interpret the Contract.	x		
Joint Schedule 2 (Variation Form)	How the Agency, CCS and the Client can make a change to an existing Contract.	x		
Joint Schedule 3 (Insurance Requirements)	The insurance an Agency needs in case it breaches a Contract or is negligent.	x		
Joint Schedule 4 (Commercially Sensitive Information)	The only information about the Agency that can't be disclosed or reported to the public.	x		
Joint Schedule 5 (Corporate Social Responsibility)	Agreement that the Agency behaves as a good corporate citizen.	x		
Joint Schedule 6 (Key Subcontractors)	Restrictions on an Agency switching the subcontractors working on the Contract.	x		Yes
Joint Schedule 7 (Financial Difficulties)	What Agencies must do if they are in financial trouble.	x		Yes
Joint Schedule 8 (Guarantee)	The document signed by a third party to provide additional assurance to a Client that the Agency will meet their obligations	x		Yes

	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.			
Joint Schedule 9	Not used	Not used	Not used	
Joint Schedule 10 (Rectification Plan)	The process to follow if an Agency defaults a contract.	x		
Joint Schedule 11 (Processing Data)	Details about the data processing the Agency is allowed to do.	x		
Call-Off Schedule 1 (Transparency Reports)	The information about the Contract that the Client needs from the Agency so that it can meet its public accountability and transparency requirements.	x		
Call-Off Schedule 2 (Staff Transfer)	How CCS, the Client or the Agency protect employees' rights when the organisation or service they work for transfers to a new employer.	Standalone document		
Call-Off Schedule 3 (Continuous Improvement)	The requirement that the Agency always improves how it delivers the Call-Off Contract.		x	
Call-Off Schedule 4 (Call-Off Tender)	How the Agency proposes to meet the requirements of a Call-Off Contract.		x	Yes
Call-Off Schedule 5 (Pricing Details)	Placeholder for pricing information additional to that contained in the Order Form.		x	Yes
Call-Off Schedule 6 (ICT Services)	Additional terms for the delivery of ICT Services.		x	Yes
Call-Off Schedule 7 (Key Staff)	Restrictions on an Agency changing staff that are crucial to deliver the Contract.		x	Yes
Call-Off Schedule 8 (Business Continuity and	What the Agency must do to make sure the Contract can still be delivered even if there's an unexpected event.		x	Yes

Disaster Recovery)				
Call-Off Schedule 9 (Security)	What the Agency must do to ensure that Client data and Deliverables are kept secure.		x	Yes
Call-Off Schedule 10 (Exit Management)	What the Agency needs to do at the end of a Call-Off Contract to help the Client continue to deliver public services.		x	Yes
Call-Off Schedule 11	Not used	Not used	Not used	
Call-Off Schedule 12	Not used	Not used	Not used	
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.		x	Yes
Call-Off Schedule 14 (Service Levels)	The standards of service required by the Client and what happens when these are not met.		x	Yes
Call-Off Schedule 15 (Call-Off Contract Management)	How the Agency and the Client should work together on the Call-Off Contract.		x	Yes
Call-Off Schedule 16 (Benchmarking)	A process for comparing the value of the Agency against other providers in the market.		x	Yes
Call-Off Schedule 17 (MOD Terms)	Any additional terms required by MOD Clients.	Standalone document		Yes
Call-Off Schedule 18 (Background Checks)	Additional background checks and disclosure of relevant convictions as determined by the Buyer.		x	Yes
Call-Off Schedule 19 (Scottish Law)	Switches the interpretation of the contract from the laws of England and Wales to Scottish law.	Standalone document		Yes
Call-Off Schedule 20 (Call-Off Specification)	Further details about what has been ordered under a call-off contract.		x	Yes

Call-Off Schedule 21 (Northern Ireland Law)	Switches the interpretation of the contract from the laws of England and Wales to Northern Ireland law.	Standalone document		Yes
Call-Off Schedule 22	Not used	Not used	Not used	
Call-Off Schedule 23 (HMRC Terms)	HMRC Terms	Standalone document		Yes

11. Additional information

1.1 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.

1.2 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 client/buyers may, at their discretion, modify the terms of the framework and any call-off contracts to reflect that clients/buyer’s specific needs.

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.