



Crown  
Commercial  
Service

# Invitation to Tender

## Attachment 1 – About the framework

### **RM6165 – Construction Professional Services**

# Contents

Welcome	2
1. What you need to know	4
2. The opportunity	6
3. What a Framework Alliance Contract is	6
4. How the Lots are Structured	7
5. Who Can Bid	8
6. Timelines for the competition	8
7. When and how to ask questions	9
8. Management information and management charge	9
9. Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE")	9
10. Competition rules	10
11. How the CCS Construction Professional Services Framework Alliance Contract is structured	14
12. Additional Information	16
13. The Armed Forces Covenant	17

# Welcome

We invite you to bid in this competition for RM6165 Construction Professional Services. Our Invitation to Tender (ITT) pack is divided into two main parts:

**Attachment 1 (this document) - About the CCS Construction Professional Services Framework Alliance Contract** – what the opportunity is, who can bid, the timelines for this competition, how to ask questions.

Plus:

- the competition rules and obligations and rights between you and us
- how the Framework Alliance Contract works – what it is and what is in it.

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

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

There are also another 23 attachments to the ITT pack.

These attachments are:

Attachment 2a **Selection questionnaire** – you must complete the questions detailed in this questionnaire online in the eSourcing Suite (qualification envelope).

Attachment 2b **Certificate of Past Performance Guidance**

Attachment 2c **Certificate of Past Performance - Lot 1** – you must get your customer to populate this attachment for your contract example. You must then attach each certificate to the relevant selection questions in the eSourcing Suite (qualification envelope).

Attachment 2d **Certificate of Past Performance - Lot 2** – you must get your customer to populate this attachment for your contract example. You must then attach each certificate to the relevant selection questions in the eSourcing Suite (qualification envelope).

Attachment 2e **Certificate of Past Performance - Lot 3** – you must get your customer to populate this attachment for your contract example. You must then attach each certificate to the relevant selection questions in the eSourcing Suite (qualification envelope).

Attachment 2f **Certificate of Past Performance - Lot 4** – you must get your customer to populate this attachment for your contract example. You must then attach each certificate to the relevant selection questions in the eSourcing Suite (qualification envelope).

Attachment 2g **Certificate of Past Performance - Lot 5** – you must get your customer to populate this attachment for your contract example. You must then attach each certificate to the relevant selection questions in the eSourcing Suite (qualification envelope).

Attachment 2h **Certificate of Past Performance - Lot 6** – you must get your customer to populate this attachment for your contract example. You must then attach each certificate to the relevant selection questions in the eSourcing Suite (qualification envelope).

Attachment 3a **Price Model and Price Evaluation Guidance**

Attachment 3b **Price Model Workbook - Lot 1** – you must complete the unlocked green cells in this attachment and upload to question PQ1 in the eSourcing Suite (commercial envelope).

Attachment 3c **Price Model Workbook - Lot 2** – you must complete the unlocked green cells in this attachment and upload to question PQ1 in the eSourcing Suite (commercial envelope)

Attachment 3d **Price Model Workbook - Lot 3** – you must complete the unlocked green cells in this attachment and upload to question PQ1 in the eSourcing Suite (commercial envelope).

Attachment 3e **Price Model Workbook - Lot 4** – you must complete the unlocked green cells in this attachment and upload to question PQ1 in the eSourcing Suite (commercial envelope).

Attachment 3f **Price Model Workbook - Lot 5** – you must complete the unlocked green cells in this attachment and upload to question PQ1 in the eSourcing Suite (commercial envelope).

Attachment 3g **Price Model Workbook - Lot 6** – you must complete the unlocked green cells in this attachment and upload to question PQ1 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 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**

Attachment 10 **FAC-1 & Documents**

Attachment 11 **CCS Offer Document**

Attachment 12 **Specification**

Make sure you **read all the attachments, and the contract documents** which can be found at <https://www.crowncommercial.gov.uk/agreements/RM6165>.

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

## 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", "Bidder" or "Supplier Alliance Member", we mean your organisation, or the organisation you represent.

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

## Who are 'Additional Clients'?

Additional Clients are the organisations named in the published contract notice as those able to place Project Contracts for the Deliverables via this Framework Alliance Contract. They will do this in line with Schedule 4 (Direct Award Procedure and Competitive Award Procedure) of the Framework Alliance Contract.

## 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.

## What do we mean by 'deliverables'?

Deliverables are the goods and/or services that will be provided under this framework alliance contract as set out in Attachment 12 - Specification.

## Who are 'key subcontractors'?

Key subcontractors are any other person other than you who under this framework alliance contract will:

- be relied on to deliver any of the deliverables under this framework contract in their entirety (or any part of them)
- provide the facilities or services necessary for the provision of the deliverables (or any part of them)
- be responsible for the management, direction or control of the provision of the deliverables (or any part of them)

Please note we do not require all subcontractors to be named in your bid, we only want to know about key subcontractors who directly contribute to your ability to provide the deliverables under the framework alliance contract and any 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.

## What is the difference between a bidder and Supplier Alliance Members?

Successful bidders will become Supplier Alliance Members.

## 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.

## 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

RM6165 Construction Professional Services is a multi-lot framework available to be utilised by Central Government Departments and all other UK Public Sector Bodies, including but not limited to, Local Authorities, Health, Police, Fire and Rescue, Education, Housing, Charities, Not for Profit, Nuclear and Devolved Administrations and International. This framework will replace Project Management and Full Design Team Services RM3741.

Services will be delivered primarily within the United Kingdom, with overseas requirements covered in Lot 3 - International.

## 3. What a Framework Alliance Contract is

The form of agreement used for this competition is the CCS Construction Professional Services Framework Alliance Contract and the FAC-1 standard form.

See section 11 for more information on the Framework Alliance Contract. If you are a successful bidder, we will use the information you have provided in your bid, including your pricing, to personalise the Framework Alliance Contract. You are required to complete and submit a CCS Offer Document (attachment 11) as part of your bid, and upload it in response to question 1.39.1 of the Selection Questionnaire. If you are successful we will send you an Award Confirmation Notice.

The Framework Alliance Contract will be managed by you and us.

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

The estimated value of Project Contracts that may be placed under this Framework Alliance Contract is set out in the contract notice.

There may be multiple Project Contracts under the Framework Alliance Contract, but we cannot guarantee any business.

## 4. How the Lots are Structured

The framework will be established for 48 months.

This framework will have 6 lots. This is set out in the table below, along with the number of Supplier Alliance Members that will be awarded a place in each Lot:

Lot	Lot name	Lot description	Number of places
Lot 1	Built Environment & General Infrastructure	Lot 1 Built Environment & General Infrastructure is dedicated to provide a wide range of industry expert construction professional services at discreet delivery stages (from inception to completion). The services are intended to support eligible public sector bodies in delivering a wide and varied range of major and minor building, and civil engineering projects at locations throughout the UK.	12
Lot 2	Urban Regeneration	Lot 2 Urban Regeneration is dedicated to provide a wide range of industry expert construction professional services at discreet delivery stages (from inception to completion). The services are intended to support eligible public sector bodies in delivering a wide and varied range of major and minor building, and civil engineering projects at locations throughout the UK.	10
Lot 3	International	Lot 3 International is dedicated to provide a wide range of industry expert construction professional services at discreet delivery stages (from inception to completion). The services are intended to support eligible public sector bodies in delivering a wide and varied range of major and minor building, and civil engineering projects in locations world-wide.	6
Lot 4	High Rise	Lot 4 High Rise is dedicated to providing a wide range of industry expert Construction Professional Services at discrete delivery stages, (from inception to completion) to support high rise accommodation construction and renovation (where projects relate to housing and/or residential accommodation and associated building) at locations throughout the UK. High Rise applies when: - The number of storeys means occupants need to use a lift to reach their destination; and/or	10



		<ul style="list-style-type: none"> <li>- The height of a building is beyond the reach of available fire-fighting equipment; and/or</li> <li>- The height of a building can have a serious impact on evacuation.</li> <li>- Typically this is considered to include buildings of more than 7 storeys or 18 metres in height.</li> </ul>	
Lot 5	Defence & Security	<p>Lot 5 Defence &amp; Security is dedicated to provide a wide range of industry expert construction professional services at discreet delivery stages (from inception to completion). The services are intended to support eligible public sector bodies in delivering a wide and varied range of major and minor building, and civil engineering projects, including those of a sensitive nature, at locations throughout the UK.</p>	10
Lot 6	Environmental & Sustainability Technical Services	<p>Lot 6 Environmental &amp; Sustainability Technical Services is dedicated to provide access to a range of industry expert Environmental, Sustainability and Carbon Management support and technical delivery services at discrete delivery stages (from inception to completion). The services are intended to support eligible public sector bodies in delivering a wide and varied range of major and minor building, and civil engineering projects at locations throughout the UK.</p>	8

You can submit a bid for any or all of the 6 Lots.

## 5. 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 URL of the new UK e-notification service, Find a Tender (FTS) is [www.find-tender.service.gov.uk](http://www.find-tender.service.gov.uk)

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.

## 6. 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:

Publication date (this is the date the ITT pack will be published)	09/03/2021
Clarification questions deadline	17:00 30/03/2021
Deadline for our responses to clarification questions	17:00 06/04/2021
Bid submission deadline	15:00 20/04/2021
Compliance	From the bid submission deadline through to Award of Framework Contracts
Issue of intention to award notices to successful and unsuccessful bidders	09/09/2021

## 7. 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 Alliance Contract but please do not attempt to 'negotiate' the terms. All framework Alliance Contract Awards will be made under identical terms.

## 8. Management Information and Management Charge

If you are awarded a Framework Alliance Contract you will need to send to us management information every month. We will use this information to calculate the management charges you must pay us for sales made through the framework. See Schedule 7 (Management) paragraph 6 of the FAC.

The percentage management charge is stated in the Framework Alliance Contract at Schedule 6 (Supplementary definitions) 'Management Charge'.

## **9. 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 the any existing framework contract or arrangements that this framework will replace
- services will only be provided to Additional 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 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 the FAC-1 document. No further indemnities will be provided.

## **10. Competition rules**

We run our competitions so that they are fair and transparent for all bidders. This section sets out the rules of this competition. It needs to be read together with the ITT pack.

### **What you can expect from us**

We will not share any information from your bid which you have identified as being confidential or commercially sensitive with third parties, apart from other central government bodies (and their related bodies). However, we may share this information but only in line with the Regulations, the Freedom of Information Act 2000 (FOIA) or any other law as applicable.

### **What we expect from you**

You must comply with these competition rules and the instructions in this ITT pack and any other instructions given by us. You must also ensure members of your consortium, key subcontractors or advisers comply.

Your bid must remain valid for 6 months 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 Alliance Members capacity problems
- restrictions or distortions in competition

We may require you to amend or withdraw all or part of your bid if, in our reasonable opinion, any of the above issues have arisen or may arise.

## **Collusive behaviour**

You must 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 breach paragraph 10, we may (without prejudice to any other criminal or civil remedies available to it) disqualify you from further participation in this competition.

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

## **Contracting arrangements**

Only you or your key subcontractors (as set out in your bid) or consortium members can provide the deliverables through the Framework Alliance Contract.

## **Contracting arrangements for consortium**

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

Otherwise, each member will sign the Framework Alliance Contract.

## **Bidder conduct and conflicts of interest**

You must not attempt to influence the contract award process. For example, you must not directly or indirectly at any time:

- collude with others over the content and submission of bids. However, you may work in good faith with a proposed partner, supplier alliance member, consortium member or provider of finance.
- canvass any Minister, officer, public sector employee, member or agent our staff or advisors in relation to this competition.
- try to obtain information from any of our staff or advisors about another bidder or bid.

You must ensure that no conflicts of interest exist between you and us. If you do not tell us about a known conflict, we may exclude you from the competition. We may also exclude you if a conflict cannot be dealt with in any other way.

## **Confidentiality and freedom of information**

You must keep the contents of this ITT pack confidential unless it is already in the public domain, you must keep the fact you have received it confidential. This obligation does not apply to anything you have to do to:

- submit a bid
- comply with a legal obligation

## **Publicity**

You must not make statements to the media regarding any bid or its contents. You are not allowed to publicise the outcome of the competition unless we have given you written consent.

## **Our rights**

We reserve the right to:

- waive or change the requirements of this ITT pack from time to time without notice
- verify information, seek clarification or require evidence or further information in respect of your bid. You **MUST** ensure you are regularly checking your messages to ensure you are able to respond to our clarifications
- withdraw this ITT pack at any time, or re-invite bids on the same or alternative basis
- choose not to award any Framework Alliance Contracts as a result of the competition
- choose not to award specific Lots
- choose to award different Lots at different times
- make any changes to the timetable, structure or content of the competition
- carry out the evaluation stages (selection and award stages) of this procurement concurrently
- exclude you if:

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

## **Consequences of misrepresentation**

If a serious misrepresentation by you induces us to enter into a Framework Alliance Contract with you, you may be:

- excluded from bidding for contracts for three years under regulation 57(8)(h)(i) of the Regulations
- sued by us for damages, and we may rescind the contract under the Misrepresentation Act 1967

If fraud, or fraudulent intent, can be proved, you may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).

If there is a conviction, then your organisation must be excluded from the procurement procedure for five years under regulation 57(1) of the Regulations (subject to self-cleaning).

## **Bid costs**

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

## **Warnings and disclaimers**

We will not be liable:

- where parts of the ITT pack are not accurate, adequate or complete
- for any written or verbal communications

You must carry out your own due diligence and rely on your own enquiries.

This ITT pack is not a commitment by us to enter into a Framework Alliance Contract.

## **Intellectual Property Rights**

The ITT pack remains our property. You must use the ITT pack only for this competition.

You allow us to copy, amend and reproduce your bid so we can:

- run the competition
- comply with law and guidance
- carry out our business

Our advisors, subcontractors and other government bodies can use your bid for the same purposes.

## Government Security Classifications (GSC)

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

## 11. How the framework is structured

### CCS Construction Professional Services Framework Alliance Contract & FAC-1

The CCS Construction Professional Services Framework Alliance Contract should be read alongside the FAC-1 document, of which we have watermarked a copy to be used during the tender period. Both documents are provided within attachment 10.

At the Framework Alliance Contract award, successful Bidders will be required to acquire their own copies of **FAC-1 for £35 by emailing [office@acarchitects.co.uk](mailto:office@acarchitects.co.uk) and referencing the discount CCSFAC252018.**

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

### Project Contracts

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

The Framework Alliance Contract facilitates Project Contracts under JCT Consultancy (Public Sector) 2016, NEC3 PSC , NEC3 PSSC (short form), NEC4 PSC, NEC4 PSSC(short form), and PPC2000 (amended 2013) Standard Form of Contract for Project Partnering. This enables a wide range of Additional Clients to specify contractual arrangements that are most appropriate for their particular needs.

### JCT

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

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

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

### NEC-3 and NEC-4

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

(a) Visit <https://www.neccontract.com/> and search for the contract type you require from the list below:

- i) NEC4 Professional Service Contract
- ii) NEC4 Professional Service Short Contract
- iii) NEC3 Professional Services Contract
- iv) NEC3 Professional Services Short Contract
- (b) Add one copy of the eView to the basket
- (c) Click on 'View Basket'
- (d) For **NEC-3** contracts enter the code 'CCSFM' into the coupon / discount box and click 'Apply'. This should give you a 100% discount.
- (e) For **NEC-4** contracts enter the code 'CCSCF' into the coupon / discount box and click 'Apply'. This should give you a 100% discount.
- (f) Complete the shopping cart process
- (g) You will then receive two emails – one telling you how to install the viewing software, and a second with the actual files

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

## **PPC2000**

We will provide you with a watermarked read-only set of PPC2000 documents to review during the competition period (within attachment 10).

At Framework Alliance Contract Award successful Supplier Alliance Members will be required to acquire their own copies of PPC2000 for £35 by emailing [office@acarchitects.co.uk](mailto:office@acarchitects.co.uk) and referencing the discount code **CCSPPC252018**.

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

## **Award Confirmation Notice**

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

## **12. Additional information**

In this section 12, "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 Additional Clients may, at their discretion, modify the terms of the framework and any call-off contracts to reflect that Additional Clients specific needs.

## 13. 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 Supplier Alliance Members, 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](mailto: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.