



Crown  
Commercial  
Service

# Invitation to Tender

## Attachment 1 - About the Framework

**RM1557.14 - G-Cloud 14**

## Contents

Welcome	2
1. What You Need to Know	4
2. The Opportunity	7
3. What a Framework Is	7
4. Who Can Apply	8
5. Timelines	9
6. When and How to Ask Questions	10
7. Management Information and Management Charge	10
8. Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”)	10
9. Competition Rules	11
10. How the Contracts are Structured	16
11. Additional Information	18
12. The Armed Forces Covenant	18

## Welcome

We invite you to apply in this competition for RM1557.14 G-Cloud 14. Our Invitation to Tender (ITT) pack comes divided into two main parts:

**Attachment 1 - About the Framework** (this document) – what the opportunity is, who can apply, 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 Apply** – guidance on how to submit your application, the selection and award process, how we will assess your application, what the process is at Intention to Award and the Framework Contract award process.

You must use [Digital Marketplace](#) to submit your application:

**Attachment 3 - Frequently Asked Questions** – you do not need to submit this as part of your application. This document contains a list of questions and answers relating to G-Cloud 14 that may be helpful to you.

**Attachment 4a - Information and Declarations\_Consortium** – if you are applying as part of a consortium, each member of the consortium (other than the member completing the submission within the Digital Marketplace) must complete a copy of Attachment 4a. You must then attach each of the populated attachments to the relevant selection questions in the Digital Marketplace.

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

**Key Subcontractors:** If you are relying upon a Key Subcontractor to fulfil any of the selection criteria set out within the Digital Marketplace, you must get each Key Subcontractor to populate this attachment and provide Part 1 and Part 2 declarations. You must then attach each of the populated attachments to the relevant selection questions in the Digital Marketplace.

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

**Attachment 5 - Financial Viability Risk Assessment (FVRA) Instructions** – for information only. It is important that you read this document before completing Attachment 5a - FVRA Tool (if you are asked to submit an FVRA).

The financial risk assessment will be evaluated PASS/FAIL.

What we will do to assess your financial risk.

## Stage 1

We will use the credit reference agency Dun & Bradstreet to obtain a financial risk score (D&B Failure Score), Operating Margin, Quick Ratio (acid test ratio) and Net Worth which will be taken from the most recent financial statement for you and any members of your consortium (if applicable).

The threshold that has been set for the metrics is as follows:

D&B score of 50 or above.

Operating Profit Margin of 2% or above.

Net worth above £0 (i.e. positive).

Quick Ratio of 0.7 or above.

If two or more metrics (per legal entity) for you and all members of your consortium (if applicable) meet or exceed the required threshold, then you will receive a Pass.

## Stage 2

If three or more metrics (per legal entity) for you and/or any members of your consortium (if applicable) do NOT meet or exceed the required threshold, then the relevant entity(s) will be required to complete Attachment 5a - FVRA Tool.

Please note, you are not required to complete the FVRA tool as part of your application. We will notify you if you, or any members of your consortium (if applicable) are required to complete the FVRA Tool. If we do notify you that you are required to complete the FVRA tool, please read Attachment 5 - Financial Viability Risk Assessment Instructions, and the Supplier Instructions tab within Attachment 5a, before completing it.

Applicants and consortium members who pass the FVRA assessment to the satisfaction of CCS will achieve a Pass for this question. If an Applicant, or any member of a consortium (if applicable) does not pass the assessment to the satisfaction of CCS, the Applicant, or consortium (if applicable) will fail and their application will be excluded from the competition.

If the outcome of the assessment is 'acceptable with mitigating actions' we may offer you the opportunity to nominate a Guarantor. We will undertake a Financial Viability Risk Assessment on your nominated Guarantor. However, please note there is no option to nominate a Guarantor as part of your application.

Please can you provide the email address of the most appropriate person within your organisation to complete an FVRA Attachment 5a (if required, as per evaluation guidance above).

**Attachment 5a - FVRA Tool** – Please note, you are not required to submit the FVRA Tool as part of your Application. We will contact you via email should there be a requirement for you to do so. Please read Attachment 5 - Financial Viability Risk Assessment Instructions before completing this document if requested and note the following which will be required as supplementary information:

All Applicants and consortium members, if requested to complete the FVRA Tool, must provide, in addition to their completed Attachment 5a - FVRA Tool, copies of:

- a. their published accounts for the last 3 years
- b. parent company published accounts for the last 2 years
- c. ultimate parent published accounts for the last 3 years

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

**Attachment 6 - Consortium Details** – Only required if you are applying as a consortium. The consortium member that completes the Application on the Digital Marketplace on behalf of the consortium should complete this spreadsheet and attach it within their submission on the Digital Marketplace.

**Attachment 7 - Key Subcontractor Details** – you should complete this spreadsheet if you intend to use Key Subcontractors in your Application and attach it within your submission on the Digital Marketplace.

**Attachment 8 - Framework Agreement**

**Attachment 9 - Framework Agreement Key Changes from G-Cloud 13** – you do not need to submit this as part of your application.

**Attachment 10 - Call-Off Contract**

**Attachment 11 - Call-Off Contract Key Changes from G-Cloud 13** – you do not need to submit this as part of your application.

**Attachment 12 - Declaration Questions** – This file is provided for information only and MUST NOT be uploaded as part of your application. Declaration Questions should be answered in the Digital Marketplace.

**Attachment 13 - Management Information (MI) Template**

**Attachment 14 - SFIA Rate Card Template** – Some of the services offered through G-Cloud are priced on a day rate basis. The SFIA Rate Card is provided as a template to use. It is a preferred rate card, but not mandatory.

**Attachment 15 - Supplier Guidance**

**Attachment 16a - g-cloud-14-cloud-hosting-service-questions**

**Attachment 16b - g-cloud-14-Software-service-questions**

**Attachment 16c - g-cloud-14-Support-service-questions**

Make sure you read all the attachments, and the contract documents which can be downloaded from the [Contracts Finder Website](#)

The guidance, information and instructions that we provide within the bid pack are there to help you to make a compliant application. With regards to how to use the Digital Marketplace to ensure a compliant application is submitted, please read the guidance in Attachment 2 - How to Apply.

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

# 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, your consortium, or the organisation you represent, in this application. Also referred to as Applicant or 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 the requirements to be applied for the award of Call-Off Contracts for G-Cloud Services. See section 12 Final Decision to Award for further detail as to what will happen once the Framework has been awarded

## 1.3 What is a Lot?

A Lot is a subdivision of the Deliverables, which are the subject of this application process, 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 Call-Off Contract Schedule 1(Services).

## 1.5 Who Are 'Key Subcontractors'?

Key Subcontractors is any sub-contractor:

- which is relied upon to deliver any work package within the Deliverables in their entirety
- which performs a critical role in the provision of all the Deliverables (or any part of them)
- with a subcontract with a contract value which at the time of appointment would exceed if appointed 10% of the aggregate Charges forecast to be payable under any subsequent Call-Off Contract.

Please note we do not require all subcontractors to be named in your application, we only want to know about Key Subcontractors who directly contribute to your ability to provide the Deliverables under the Framework and any Call-Off contracts. We do not need to know about subcontractors who supply general services to you (such as window cleaners etc.) that only indirectly enable you to provide the Deliverables under the Framework.

## 1.6 What is the Difference Between an Applicant and Supplier?

Successful Applicants will become Suppliers.

## 1.7 The Public Contracts Regulations 2015

The Public Contracts Regulations 2015 (“the Regulations”) regulate how we procure. This means that we and you follow processes that are fair, transparent and equitable for all Applicants.

## 1.8 Government Security Classifications (GSC)

The [Government Security Classifications](#) (GSC) Policy came into force on 2 April 2014 and describes how HM Government classifies information assets to ensure they are appropriately protected. It applies to all information that the Government collects, stores, processes, generates or shares to deliver services and conduct business.

## 1.9 Public Procurement Note 01/22 Contracts with Suppliers from Russia or Belarus

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

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

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

- 1.10 CCS has contracted with a supplier to support CCS with its assessment of the Selection Criteria related to Applicants' financial status. Consequently, we may share with our supplier, Applicants' responses to the Selection Questionnaire in respect of the Applicants' financial status.

## 2. The Opportunity

Crown Commercial Service as the Contracting Authority is putting in place a Framework Agreement for use by UK public sector bodies identified at VI.3 in the Contract Notice (and any future successors to these organisations), which include Central Government Departments and their arm's length bodies and agencies, non-departmental public bodies, British Overseas Territories, and Crown Dependencies, NHS bodies, local authorities and universities.

The maximum initial duration of any Call-Off Contract that may be placed by eligible Contracting Authorities is up to 36 months with an optional extension of 12 months

### **Lot 1: Cloud Hosting**

Cloud Hosting Services sold through G-Cloud are cloud platform or infrastructure Services that can help Buyers do at least one of the following, and only pay for what they use:

- deploy, manage and run software
- provision and use processing, storage or networking resources

### **Lot 2: Cloud Software**

Cloud software Services sold through G-Cloud are applications that are accessed over the internet and hosted in the cloud.

### **Lot 3: Cloud Support**

Cloud support Services sold through G-Cloud should help Buyers set up and maintain their cloud software or hosting.

A full description of the Lots and relevant CPV codes can be found on the Contract Notice. [Contracts Finder Website](#)

## 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 Applicant, we will use the information you have provided in your application, including the services you have uploaded as part of your application.

This will include the following documents to personalise your framework agreement:

- Pricing
- Service Definitions

- Terms and Conditions
- SFIA Rate Card
- Modern Slavery statement

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

We cannot guarantee any business through this Framework.

### 3.1 How the Framework is Structured

The Framework will be established for 18 months.

This Framework will have 3 Lots:

Lot	Lot Name and Description
Lot 1	Cloud Hosting
Lot 2	Cloud Software
Lot 3	Cloud Support

You can apply for all Lots and there is no limit on the number of successful Suppliers for each Lot.

## 4. Who Can Apply

We are running this competition using the ‘open procedure’. This means that anyone can submit an application in response to the published Contract Notice.

The Contract Notice can be found on Find a Tender (FTS) and our [CCS procurement pipeline page](#).

You can submit an application 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 application on behalf of the consortium.
- apply with named Key Subcontractors to deliver parts of the requirements. This applies whether you are applying as a single legal entity or as a consortium.

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

Applicants are permitted to apply as a single entity **OR** as a consortium member **AND** be a named Key Subcontractor in another application in the same Lot.

We recognise that subcontracting and consortium plans can change. You must tell us about any changes to the proposed subcontracting or to the consortium as soon as you know. If you do not, you may be excluded from this competition.

## 5. Timelines

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)	19/02/2024
Publication Date (this is the date the ITT pack will be published)	19/02/2024
Clarification Questions Deadline	15:00 - 08/04/2024
Deadline for our Responses to Clarification Questions	24/04/2024
Bid Submission Deadline	15:00 - 07/05/2024
Issue of Intention to Award Notices to Successful and Unsuccessful Applicants	18/10/2024
End of Mandatory Standstill Period	midnight at the end of 28/10/2024
Award of Framework Contracts	29/10/2024
Framework Start Date	29/10/2024

## 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 Digital Marketplace. This is the only way we can communicate with Applicants. 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 Applicants. All questions will be responded to via a Clarification Answers document which is uploaded onto the Digital Marketplace. You will be notified by email when this is published.

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 6 of Attachment 8 - Framework Agreement (Management Information and Charges)

The percentage management charge is 0.75% as stated in Attachment 8 - Framework Agreement Schedule 6.

All documents are available from the [CCS procurement pipeline page](#).

## 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 the existing Framework Contract or arrangements that this Framework will replace

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 clause 29 of the Call-Off Contract. No further indemnities will be provided.

We cannot provide information in respect of employees at this stage because it's not available. It will be provided at the Call-Off stage.

## 9. Competition Rules

We run our competitions so that they are fair and transparent for all Applicants. 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

Subject to paragraph 1.10 of this document, we will not share any information from your application 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 advisors comply.

Your application must remain valid for 180 days after the submission deadline.

You must submit your application in English and through the [Digital Marketplace](#).

### 9.3 Involvement in Multiple Applications

If you are connected with another application for the same requirement or the same Lot, we may make further enquiries. For example, where you submit an application:

- in your own name and as a Key Subcontractor and/or a member of a consortium connected with a separate application

- in your own name which is similar to a separate application from another Applicant 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 application if, in our reasonable opinion, any of the above issues have arisen or may arise.

#### 9.4 Collusive Behaviour

**You must make sure** that your directors, employees, subcontractors, Key Subcontractors, advisors, companies within your group or members of your consortium do not:

- fix or adjust any part of your application by agreement or arrangement with any other person, except where, getting quotes necessary for your application or to get any necessary security
- communicate with any person other than us the value, price or rates set out in your application 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 application submission, namely those where disclosure to such person is made in confidence in order to obtain quotes necessary for your application or to get any necessary security
- enter into any agreement or arrangement with any other Applicant, so that Applicant does not submit an application
- share, permit or disclose to another person, access to any information relating to your application submission (or another application 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 application submission

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

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

## 9.5 Contracting Arrangements

Only you or, as applicable, your Key Subcontractors (as set out in your application) 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 Applicants 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 applications. 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 Applicant or application.

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 an application
- comply with a legal obligation.

## 9.9 Publicity

You must not make statements to the media regarding any application 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 application. 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 applications 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
- accept applications submitted after the application submission deadline
- extend Lots by varying durations only to be included if your duration has extension periods, e.g. 2+1+1
- exclude you if:
  - you submit a non-compliant application
  - your application 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 application 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 Application Costs

We will not pay your application 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 application 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 application 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 Contracts are Structured

The Framework Contract is made up of the following Schedules:

Title	What It Is
Schedule 1 - MI Reporting Template	The Management Information Template that needs to be completed in Line with Schedule 6.
Schedule 2 - Self Audit Certificate	The template of what needs to be completed for Self Audit requirements.
Schedule 3 - Glossary and Interpretations	The interpretation of wording used within the Framework Agreement.
Schedule 4 - Lots	The Pricing of Lots.
Schedule 5 - Award Procedure	The process to be used when buying against the Framework.
Schedule 6 - Management Information and Charges	The requirements and process of what needs to be followed when completing Schedule 1.
Schedule 7 - Processing Data	The definitions and process of what needs to be adhered to when Processing data.
Schedule 8 - Variation Form	The process and template to be used when requesting a variation to the agreement.
Schedule 9 - Insurance	The insurances that are required to be in place.

The Call-Off Contract is made up of the following Schedules:

Title	What It Is
Schedule 1 - Services	The G-Cloud Services the Supplier is capable of providing through the Platform. To be agreed with Buyer and Supplier.
Schedule 2 - Call-Off Contract charges	The applicable Call-Off Contract Charges (in accordance with the Supplier's Platform pricing document).
Schedule 3 - Collaboration Agreement	The form to be completed in the event of Collaboration Agreement.
Schedule 4 - Alternative Clauses	The alternative clauses that may be requested in the Order Form.
Schedule 5 - Guarantee	The draft form of guarantee which can be used to procure a Call-Off Guarantee.
Schedule 6 - Glossary and Interpretations	The expressions in the Call-Off Contract interpretations.
Schedule 7 - UK GDPR Information	The Buyer's consideration whether their Call-Off Contract contains adequate security measures in order to protect Personal Data.
Schedule 8 - Corporate Resolution Planning	The Guidance on Corporate Resolution Planning.

## 11. Additional Information

- 11.1 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.
- 11.2 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 buyers may, at their discretion, modify the terms of the Framework and any Call-Off Contracts to reflect that Buyer’s specific needs.

## 12. The Armed Forces Covenant

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.

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 Applicants, 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](#).

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

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

The above is not a condition of working with CCS now or in the future, nor will this issue form any part of the application, contract award procedure or any resulting contract. However, CCS very much hopes you will want to provide your support.