



Crown  
Commercial  
Service

## Invitation to Tender

# Attachment 1 – About the CCS Construction Works and Associated Services Framework Alliance Contract

## RM6088 Construction Works and Associated Services

## Contents

<b>Welcome</b>	<b>3</b>
<b>1. What you need to know</b>	<b>5</b>
<b>2. The opportunity</b>	<b>6</b>
<b>3. What a Framework Alliance Contract is</b>	<b>7</b>
<b>4. How the Lots are structured</b>	<b>7</b>
<b>5. Who can bid</b>	<b>13</b>
<b>6. Timelines for the competition</b>	<b>13</b>
<b>7. When and how to ask questions</b>	<b>14</b>
<b>8. Management Information and Management Charge</b>	<b>14</b>
<b>9. Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”)</b>	<b>14</b>
<b>10. Competition rules</b>	<b>15</b>
<b>11. How the CCS Construction Works and Associated Services Framework Alliance Contract is structured</b>	<b>19</b>
<b>12. The Armed Forces Covenant</b>	<b>22</b>

## Welcome

We invite you to bid in this competition for RM6088 Construction Works and Services. Our Invitation to Tender is divided into two main parts:

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

Plus:

- The competition rules, 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 the processes are at the intention to award and the Framework Alliance Contract award stages.

You must use our [eSourcing suite](#), to submit your bid:

There are 32 attachments to the main parts of the Bid Pack. These attachments are:

- **Attachment 1a – Specification**
- **Attachment 1b – Annex A Works and Services – Project Type**
- **Attachment 1c – Annex B Works and Services – Service Requirements**
- **Attachment 1d – Annex C – Procurement Routes**
- **Attachment 1e – Annex D – Security Requirements**
- **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** – this attachment must be completed as evidence for each of your contract examples in the Technical and Professional Ability section within the Selection Questionnaire. One certificate must be provided per contract example.
- **Attachment 2c – Schedule of Experience**
- **Attachments 3a – 3i – Price Model Workbooks** – you must complete the Price Model Workbook for the Lot(s) for which you are submitting a tender, and upload to the relevant question in the [eSourcing Suite](#) (commercial envelope).
  - **Attachment 3a - Price Model Workbook - Lot 1.1**
  - **Attachment 3b - Price Model Workbook - Lot 1.2**
  - **Attachment 3c - Price Model Workbook - Lot 2**
  - **Attachment 3d - Price Model Workbook - Lot 3**
  - **Attachment 3e - Price Model Workbook - Lot 4**
  - **Attachment 3f - Price Model Workbook - Lot 5**
  - **Attachment 3g - Price Model Workbook - Lot 6**
  - **Attachment 3h - Price Model Workbook - Lot 7**
  - **Attachment 3i - Price Model Workbook - Lot 8**

- **Attachment 3j - Price Model Workbook - Lot 9**
  - **Attachment 3k - Price Model Workbook - Lot 10**
  - **Attachment 3l - Price Model Workbook - Lot 11**
- **Attachment 3m – Price Model and Price Evaluation Guidance**
  - **Attachment 3n – Pricing Fluctuations document**
  - **Attachment 4 - Information and Declaration Workbook** - if you are relying upon any other organisation, including Key Subcontractors or consortium members, to meet the selection criteria, 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) at 1.10.4.
  - **Attachment 5 - Financial Assessment Template** - you do not need to populate this template as part of your bid.
  - **Attachment 6 - Group or Consortium Details** - you should complete this attachment 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 - Subcontractor Details** - you should complete this attachment if you intend to use Key Subcontractors in your bid and attach to selection question 1.12.1 in the [eSourcing suite](#) (qualification envelope).
  - **Attachment 8 - Supplier Guidance** - this document gives guidance for using our [eSourcing suite](#) and instructions on how to submit a compliant bid.
  - **Attachment 9 - CCS Construction Works and Associated Services Framework Alliance Contract Population Template** - you must complete this document to enable us to populate your CCS Construction Works and Associated Services Framework Alliance Contract.
  - **Attachment 10 - Security Guidance**
  - **Attachment 11 – Contract Documents** - this is a zip folder consisting of:
    - **FAC-1 CCS Construction Works and Associated Services Framework Alliance Contract (watermarked read-only copy)** – this is the standard form of the Framework Alliance Contract and should be read alongside the CCS Construction Framework Alliance Contract.
    - **CCS Construction Works and Associated Services Framework Alliance Contract** - this is the form of agreement used for this competition.
    - **JCT Document Group (watermarked read-only copy)** – this document group may be used by Additional Clients for Project Contracts.
    - **NEC Document Group (watermarked read-only copy)** – this document group may be used by Additional Clients for Project Contracts.
    - **PPC2000 Document Group (watermarked read-only copy)** – this document group may be used by Additional Clients for Project Contracts.
    - **TAC-1 Document Group (watermarked read-only copy)** – this document group may be used by Additional Clients for Project Contracts.

- **SBCC Document Group (watermarked read-only copy)** – this document group may be used by Additional Clients for Project Contracts.
- **Standard 'Boilerplate' Amendments** – these documents contain standardised additions to variations of NEC, JCT and PPC contracts. They can be included as a Schedule of Amendments to promote efficiency in public sector construction. A full introduction and guide to use is included within each document.
- **Attachment 12 – CCS Offer Document**
- **Attachment 13 – Management Information Template** – this document sets out the information you are required to provide to us if you are awarded a Framework Alliance Contract, in accordance Framework Alliance Contract – Schedule 7 (Management)

Make sure you **read all the attachments and the contract documents**. The guidance, information and instructions that we provide are there to help you submit a compliant bid.

If anything isn't clear, see paragraph 7 – 'When and how to ask questions'.

Please read Attachment 8 - Supplier Guidance for help using our eSourcing suite and instructions on how to submit a compliant bid.

## 1. What you need to know

### 1.1 What 'we' and 'you' means

In this Invitation to Tender (ITT) when we use "CCS", "we", "us", "our" or "Client" we mean Crown Commercial Service (the Client);

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, services and works for Additional Clients including central government departments and the wider public sector.

### 1.2 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.

### 1.3 What is a 'Lot'? What is a 'Lot group'?

A Lot is a sub-division of the Deliverables which are the subject of this competition, as described in the published contract notice.

The Lots have been organised into eleven (11) Lot groups for ease of organisation. A list of the Lots is set out in section 4 (How the Lots are structured).

#### **1.4 What do we mean by ‘Deliverables’?**

Deliverables are the works and services that will be provided under this Framework Alliance Contract, as set out in Attachment 1a - Specification.

#### **1.5 Who are ‘Key Subcontractors’?**

Key Subcontractors means anyone other than you who, under this Framework Alliance Contract, will:

- be relied on to deliver any of the Deliverables 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 Project Contracts. We do not need to know about subcontractors who supply general services to you (such as window cleaners, for example) that would only indirectly enable you provide the Deliverables.

#### **1.6 What is the difference between a Bidder and a Supplier Alliance Member?**

Successful Bidders will become Supplier Alliance Members.

#### **1.7 The Public Contracts Regulations 2015**

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

## **2. The opportunity**

The purpose of this Framework Alliance Contract is to provide a route to market for the procurement of construction works and services for both Central Government (CG), Wider Public Sector (WPS) organisations and all other organisations named in the contract notice. The Supplier Alliance

Members awarded to the Framework Alliance Contract should be experienced providers of construction works and services.

The full scope of the Deliverables is contained within the Specification (attachment 1a).

### 3. What a Framework Alliance Contract is

The form of agreement used for this competition is the CCS Construction Works and Associated 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 12) as part of your bid, and upload it in respond to question 1.71.1 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.

A 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 Alliance Contract will be established for 7 years, with no option for us to extend.

The works and services within the scope of the Framework Alliance Contract have been sub-divided into 11 Lot Groups. Lot Groups 1, 2, 3, 4, 6 & 7 have been further divided into Regional Sub-Lots.

The Framework Alliance Contract has 38 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:

<b>Lot / Lot Group</b>	<b>Lot / Lot Group Name</b>	<b>Number of Places</b>
------------------------	-----------------------------	-------------------------

<b>Lot Group 1.1</b>	<b>Building Works and Minor Associated Civil Engineering Works and associated services (£0k-3m)</b>	
Lot 1.1.1	Building Works and Minor Associated Civil Engineering Works and Services – North England	20
Lot 1.1.2	Building Works and Minor Associated Civil Engineering Works and Services – South England	20
Lot 1.1.3	Building Works and Minor Associated Civil Engineering Works and Services – Wales	20
Lot 1.1.4	Building Works and Minor Associated Civil Engineering Works and Services – Scotland	20
Lot 1.1.5	Building Works and Minor Associated Civil Engineering Works and Services – N. Ireland	20
<b>Lot Group 1.2</b>	<b>Civil Engineering Works and Minor Associated Building Works and Services (£0k - £3m)</b>	
Lot 1.2.1	Civil Engineering Works and Minor Associated Building Works and Services – North England	10
Lot 1.2.2	Civil Engineering Works and Minor Associated Building Works and Services – South England	10
Lot 1.2.3	Civil Engineering Works and Minor Associated Building Works and Services – Wales	10
Lot 1.2.4	Civil Engineering Works and Minor Associated Building Works and Services – Scotland	10
Lot 1.2.5	Civil Engineering Works and Minor Associated Building Works and Services – N. Ireland	10
<b>Lot Group 2</b>	<b>Construction Works and Associated Services (£3m - £10m)</b>	
Lot 2.1	Construction Works and Associated Services – North England	12
Lot 2.2	Construction Works and Associated Services – South England	12

Lot 2.3	Construction Works and Associated Services – Wales	12
Lot 2.4	Construction Works and Associated Services – Scotland	12
Lot 2.5	Construction Works and Associated Services – N. Ireland	12
<b>Lot Group 3</b>	<b>Construction Works and associated Services (£10m - £30m)</b>	
Lot 3.1	Construction Works and Associated Services – North England	12
Lot 3.2	Construction Works and Associated Services – South England	12
Lot 3.3	Construction Works and Associated Services – Wales	12
Lot 3.4	Construction Works and Associated Services – Scotland	12
Lot 3.5	Construction Works and Associated Services – N. Ireland	12
<b>Lot Group 4</b>	<b>Construction Works and Associated Services (£30m - £80m)</b>	
Lot 4.1	Construction Works and Associated Services – England/ Wales	12
Lot 4.2	Construction Works and Associated Services – Scotland	12
Lot 4.3	Construction Works and Associated Services – N. Ireland	12
<b>Lot 5</b>	<b>Construction Works and Associated Services (£80m +) - National Lot across all UK regions</b>	<b>12</b>
<b>Lot Group 6</b>	<b>Residential</b>	

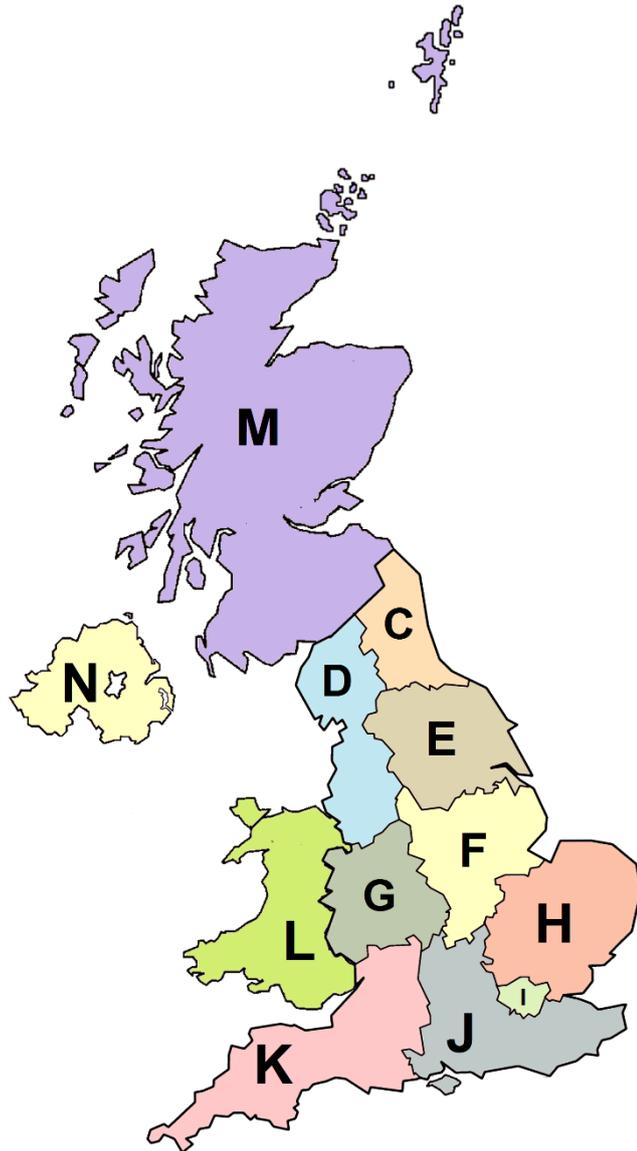
Lot 6.1	Residential – North England	12
Lot 6.2	Residential – South England	12
Lot 6.3	Residential – Wales	12
Lot 6.4	Residential – Scotland	12
Lot 6.5	Residential – N. Ireland	12
<b>Lot Group 7</b>	<b>High Rise Accommodation</b>	
Lot 7.1	High Rise Accommodation – North England	12
Lot 7.2	High Rise Accommodation – South England	12
Lot 7.3	High Rise Accommodation – Wales	12
Lot 7.4	High Rise Accommodation – Scotland	12
Lot 7.5	High Rise Accommodation – N. Ireland	12
<b>Lot 8</b>	<b>Maritime - National Lot across all UK regions</b>	<b>6</b>
<b>Lot 9</b>	<b>Airfields - National Lot across all UK regions</b>	<b>6</b>
<b>Lot 10</b>	<b>Demolition - National Lot across all UK regions</b>	<b>20</b>
<b>Lot 11</b>	<b>Construction Management - National Lot across all UK regions</b>	<b>20</b>

The table below sets out the NUTS 1 UK codes that apply to each region covered within the Regional Sub-Lots:

<b>NUTS 1 UK Codes included – Reference Map below</b>		
Regional split for Lot Groups 1-3 and 6 - 7	Regional Sub-Lot – North England	Covers C, D, E, F, G
	Regional Sub-Lot – South England	Covers H, I, J, K
	Regional Sub-Lot – Wales	Covers L
	Regional Sub-Lot – Scotland	Covers M
	Regional Sub-Lot – N. Ireland	Covers N
Regional split for Lot Group 4	Regional Sub-Lot – England/ Wales	Covers C, D, E, F, G, H, I, J, K, L
	Regional Sub-Lot – Scotland	Covers M
	Regional Sub-Lot – Ireland	Covers N

The same information is presented in the map of the United Kingdom below:

UK NUTS Code	Map Area Covered
C	North East
D	North West
E	Yorkshire and the Humber
F	East Midlands
G	West Midlands
H	East of England
I	Greater London
J	South East
K	South West
L	Wales
M	Scotland
UKN	Northern Ireland



You can submit bids for Lots within any or all of the 11 Lot groups. However, please note that you **cannot** submit a bid in both Lot 1.1 **AND** Lot 1.2.

You can submit a bid in Lot 1.1 or Lot 1.2, and any of Lots 2 – 5, but you cannot be awarded a Framework Alliance Contract in Lot 1.1 / Lot 1.2 (as applicable), **AND** in Lots 2 – 5. If do submit bids in Lot 1.1 / Lot 1.2 (as applicable), and any of Lots 2 – 5, you must state your preference to be appointed to Lot 1.1 / Lot 1.2 (as applicable) **OR** to Lots 2-5.

You can express your preference by responding to question 1.13 of the Selection Questionnaire.

## 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 contract notice can be found on [Tenders Electronic Daily \(TED\)](#).

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; and/or
- 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 tell you if and when timelines change:

Start date (this is the date we submitted the contract notice to be published)	31/01/2019
Publication date (this is the date the ITT pack will be published)	04/02/2019
Bidder conference (via webinar)	08/02/2019
Clarification questions deadline	25/02/2019 at 17:00 hours
Deadline for our responses to clarification questions	04/03/2019
Bid submission deadline	15/03/2019 at 15:00 hours
Issue of intention to award notices to successful and unsuccessful bidders	27/08/2019

End of mandatory standstill period	06/09/2019 at 23:59
Award of CCS Construction Works and Associated Services Framework Alliance Contracts	97/09/2019
Framework start date	09/09/2019

## 7. When and how to ask questions

We hope everything is clear after you have read this ITT (including the attachments).

If you have any questions you need to ask them as soon as possible after the contract notice and is published. This is because we have set deadlines 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 so they are visible to all Bidders.

If you feel that a particular question should not be published, you must tell us why when you ask the question. If we decide your question should not be kept confidential we will give you the opportunity to withdraw your question or 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 Attachment 11 – CCS Construction Works and Associated Services Framework Alliance Contract, Schedule 7 (Management).

The percentage Management Charge is stated in the clause 8.12 (Management Charges) of the Framework Alliance Contract.

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

We don't think TUPE will apply to this procurement at **Framework Alliance Contract** level because:

- Works and services will only be provided to Additional Clients under Project Contracts, no works and services will be provided to CCS under the Framework Alliance Contract.

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

We don't think TUPE will apply to **Project Contracts** because:

- The required works and services are not currently being provided either in-house or by a supplier.

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

## 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.

### 10.1 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.

### 10.2 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 9 months after the bid submission deadline.

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

### 10.3 Involvement in multiple bids

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

- in your own name and as a Key Subcontractor and/or a member of a consortium connected with a separate bid
- in your own name which is similar to a separate bid from another bidder within your group of companies.

This is so we can be sure that your involvement does not cause:

- potential or actual conflicts of interest

- Supplier Alliance Member 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.

#### **10.4 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 this paragraph 10.4 (collusive behaviour), 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.

#### **10.5 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 CCS Construction Works and Associated Services Framework Alliance Contract.

#### **10.6 Contracting arrangements for consortium**

We may require a consortium to form a specific legal entity before being awarded a Framework Alliance Contract. We may also require a member to sign a Framework Guarantee for the legal entity.

If you are bidding as a consortium, each member is required to sign the CCS Offer Document as part of your bid.

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

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

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

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

### **10.8 Confidentiality and freedom of information**

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

- submit a bid
- comply with a legal obligation.

### **10.9 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.

### **10.10 Our rights**

We reserve the right to:

- waive or change the requirements of this ITT from time to time without notice
- verify information, seek clarification or require evidence or further information in respect of your bid
- withdraw this ITT at any time, or re-invite bids on the same or alternative basis
- choose not to award any Framework Alliance Contracts
- 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 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
  - for any reason set out in the Regulations

### **10.11 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).

### **10.12 Bid costs**

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

### **10.13 Warnings and disclaimers**

We will not be liable:

- where parts of the ITT (including all attachments) 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 is not a commitment by us to enter into a Framework Alliance Contract.

#### **10.14 Intellectual Property Rights**

This ITT remains our property. You must use the ITT 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.

### **11. How the Framework Alliance Contract is structured**

#### **11.1 CCS Construction Works and Services Framework Alliance Contract & FAC-1**

The CCS Construction Works and Services Framework Alliance Contract is an innovative approach that we have developed, that combines the scope of a framework with the collaborative relationships of an alliance to create new systems for achieving greater value.

The Framework Alliance Contract allows for a multi-party structure of Alliance Members and any combination of selected consultants, contractors or suppliers to cooperate on a project or programme of work.

We have constructed the Framework Alliance Contract to encourage participation from a range of different size suppliers, particularly small and medium enterprises (SMEs), in order to assist CCS to meet a diverse range of Additional Client needs.

This Framework Alliance Contract is part of a suite of commercial agreements within the Buildings Pillar of CCS (the others being for Project Management and Full Design Team Services, Estate Professional Services, and Modular Buildings).

The CCS Construction Works and 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 11.

If there is a change made to FAC-1 the Alliance Group will consider if a change is deemed to be beneficial and if the change should be implemented.

At 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/>.

## 11.2 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 Works and 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, PPC2000, TAC-1, NEC-3, NEC-4, and SBCC. This enables a wide range of Additional Clients to specify contractual arrangements that are most appropriate for their particular needs.

### 11.2.1 JCT

We will provide you with a watermarked read-only set of JCT documents to review during the tender period (within Attachment 11).

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)

### 11.2.2 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.necontract.com/> and search for the contract type you require or click the below link to the contracts direct;
  - (i) [Engineering & Construction Contract](#)
  - (ii) [Engineering & Construction Short Contract](#)
  - (iii) [Engineering & Construction Sub Contract](#)
  - (iv) [Engineering & Construction Short Sub Contract](#)
  - (v) [Professional Services Contract](#)
  - (vi) [Professional Services Short Contract](#)
  - (vii) [Professional Services Sub Contract](#)
  - (viii) [Term Services Contract](#)
  - (ix) [Term Services Short Contract](#)
  - (x) [Term Services Sub Contract](#)
  - (xi) [Supply Contract](#)
  - (xii) [Supply Short Contract](#)
  - (xiii) [Design Build Operate](#)

- (xiv) [Dispute Resolution Services Contract](#)
- (xv) [Framework Contract](#)
- (b) Add one copy of the eView to the basket
- (c) Click on 'View Basket'
- (d) Enter the code 'CCSCF100' into the coupon/discount box and click 'Apply'. This should give you a 100% discount.
- (e) Complete the shopping cart process
- (f) 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 Member will be required to acquire their own copies of NEC-3 and NEC-4 with a 20% discount using the discount code CCS20.

### **11.2.3 PPC2000**

We will provide you with a watermarked read-only set of PPC2000 documents to review during the competition period (within Attachment 11).

At Framework Alliance Contract Award successful Supplier Alliance Members will be required to acquire their own copies of PPC 2000 for £35 and a free guide 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/>.

### **11.2.4 TAC-1**

We will provide you with a watermarked read-only set of TAC-1 documents to review during the competition period (within Attachment 11)

At Framework Alliance Contract Award successful Supplier Alliance Members will be required to acquire their own copies of TAC-1 for £35 by emailing [office@acarchitects.co.uk](mailto:office@acarchitects.co.uk) and referencing the discount code CCSTAC252018.

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

### **11.2.5 SBCC**

We will provide you with a watermarked read-only set of SBCC contracts (for use in Scotland) documents to review during the tender period (within Attachment 11).

At Framework Alliance Contract award successful Supplier Alliance Members will be required to acquire their own copies of SBCC contracts (for use in Scotland) using the link below:

[www.sbcconline.com](http://www.sbcconline.com)

### 11.3 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. The Armed Forces Covenant

**12.1** 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.

**12.2** 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](#).

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

**12.4** 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

**12.5** Paragraphs 12.1 – 12.5 above are not a condition of working with CCS now or in the future, nor will this issue form any part of the bid evaluation, the Framework Alliance Contract award procedure or any resulting Project Contract. However, CCS very much hopes you will want to provide your support.