

Invitation to Tender

Attachment 1 – About the Framework

**RM6292** - Cloud Compute 2

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# Welcome

We invite you to bid in this competition for RM6292 Cloud Compute 2. 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 bid, the timelines for this competition and how to ask questions. Plus:

* the competition rules and obligations and rights between you and us
* how the contract works – what a Framework is and what’s in a Framework Contract.

**Attachment 2 - How to Bid** – guidance on how to submit your bid, the selection and award stages, how we will assess your bid, what is the process at Intention to Award (ITA) and the Framework Contract award stage.

There are also additional attachments to the ITT pack.

These attachments are:

**Attachment 2a** **- Selection Questionnaire** – This is a copy of the electronic selection questionnaire you will find in the eSourcing tool. You must complete the questions detailed in the electronic selection questionnaire online in the eSourcing tool (qualification envelope). Please note, when viewing Attachment 2a, you should expand all of the cells to ensure you have viewed all of the evaluation guidance detailed. This is also visible in the eSourcing tool.

**Attachment 2b** **- Certificates of Technical and Professional Ability (COTPA)** –you are required to submit a maximum of one completed COTPA for each Lot you are bidding for, to demonstrate your technical and professional capability. You must get the customer to verify that the information you have provided is true and accurate. You must then attach each certificate to the relevant selection questions in the eSourcing tool (qualification envelope).

**Attachment 2c - Relevant Principal Services Template** – you must provide a full and comprehensive list of all the Relevant Principal Services provided in the previous three (3) years. You must then attach the template to the relevant selection questions in the eSourcing tool (qualification envelope).

**Attachment 2d - Certificate of Past Performance Template** – you must request the buyer/customer you have provided the Relevant Principle Services to (listed in Attachment 2c), to complete Attachment 2d Certificate of Past Performance. You must then attach each certificate to the relevant selection questions in the eSourcing tool (qualification envelope).

**Attachment 2e - PPN 06/21 Carbon Reduction Plan Template** – if you do not have a website, you must use this template to provide a copy of your Carbon Reduction Plan. You must then attach the plan to the relevant selection questions in the eSourcing tool (qualification envelope).

**Attachment 3** **- Price Model Workbook** – you must complete the unlocked yellow cells in this attachment and upload to question PQ1 in the eSourcing tool (commercial envelope)

**Attachment 4a** **- Information and Declarations -** **Consortium** – if you are bidding as part of a consortium, each member of the consortium (other than the member completing the electronic selection questionnaire within the eSourcing tool) must complete a copy of Attachment 4a. You must then attach each of the populated attachments to the relevant selection questions in the eSourcing tool (qualification envelope).

**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 at Part 3 of the Selection Questionnaire, you must get each Key Subcontractorto populate this attachment and provide part 1 and 2 declarations. You must then attach each of the populated attachments to the relevant selection questions in the eSourcing Suite (Qualification Envelope).

**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 bid submission. We will communicate with you via the eSourcing tool if this is required following FVRA assessment.

**Attachment 5 - Financial Viability Risk Assessment Instructions** – it is important that you read this document before completing Attachment 5a – Financial Viability Risk Assessment Tool.

**Attachment 5a - Financial Viability Risk Assessment Tool** – you and each consortium member must complete this and then upload it in the relevant questions in Part 5 Financial Risk in the eSourcing tool (qualification envelope). Please read Attachment 5 - Financial Viability Risk Assessment Instructions before completing this document.

All Bidders and consortium members must provide copies of:

* 1. their published accounts for the last 3 years
  2. parent company published accounts for the last 3 years
  3. ultimate parent published accounts for the last 3 years along with their completed Attachment 5a -Financial Viability Risk Assessment Tool. In line with the Guidance Note any qualified accounts will receive additional scrutiny.

**Attachment 6** **-** **Consortium Details** – Only required if you are bidding as a consortium. The consortium member that completes the electronic selection questionnaire (in the qualification envelope) on behalf of the consortium should complete this spreadsheet and attach it to selection question 1.12.6 in the eSourcing tool (qualification envelope).

**Attachment 7** **- Key Subcontractor Details** – you should complete this spreadsheet if you intend to use Key Subcontractors in your bid and attach to selection question 1.14.1 in the eSourcing tool (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 - Framework Contract Documents** – this folder forms the Framework Contract and consists of:

o Cloud Compute 2 Framework Agreement including:

* Core Terms
* Framework Schedules including Framework Schedule 2 - Specification

o Template Order Form, Lot 1, Core Services

o Template Primary Order Form, Lot 2, Value Added Ancillary Services

o Template Secondary Order Form, Lot 2, Value Added Ancillary Services

o Template Order Form, Lot 3, Professional Services

o Template Order Form, Lot 4, Cloud Secure+

o Core Services Template Call-Off Terms

o Professional Services Template Call-Off Terms

o Cloud Secure+ Template Call-Off Terms

o Collaboration Agreement

o Agreement Structure and Document Map

Make sure you **read all the attachments, and the contract documents** which can be found within the eSourcing tool. 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’.

You must use our [eSourcing tool](https://crowncommercialservice.bravosolution.co.uk/web/login.html) to submit your bid.

Please read the [Bidder guidance](https://www.gov.uk/government/publications/esourcing-tool-guidance-for-suppliers) for help using our eSourcing tool and instructions on how to submit a compliant bid:

You can book for [online training for the CCS eSourcing tool](https://www.crowncommercial.gov.uk/esourcing-training).

# What you need to know

* 1. What ’we’ and ‘you’ means

When we use “CCS”, “we”, “us” or “our” we mean Crown Commercial Service (the Authority);

When we use “you” or “your” we mean your organisation, or the organisation and/or consortium you represent, in this competition also referred to as Bidder.

We are a Central Purchasing Body that procures common goods and services for Buyers including Central Government departments and the wider public sector.

* 1. Who are ‘Buyers’?

Buyers are the organisations named in the published Contract Notice as those able to place Call-Off orders for the Deliverables via this Framework. They will do this in line with Framework Schedule 5 - Call-Off Procedure.

* 1. What is a ‘Lot’?

A Lot is a subdivision of the Deliverables which are the subject of this competition as described in the published Contract Notice.

* 1. What do we mean by ‘Deliverables’?

Deliverables are the goods and/or services that will be provided under this Framework Agreement as set out in Framework Schedule 2 - Specification.

* 1. Who are ‘Key Subcontractors’?

Key Subcontractors are defined within the Framework Contract and are any other organisation other than you who under this Framework Contract will:

* be relied on to deliver any of the Deliverables under this Framework Contract in their entirety (or any part of them)
* provide the facilities or services necessary for the provision of the Deliverables (or any part of them)
* be responsible for the management, direction or control of the provision of the Deliverables (or any part of them)

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

* 1. What is the difference between a Bidder and a Supplier?

Successful Bidders will become Suppliers after they enter into the Framework Agreement.

* 1. The Public Contracts Regulations 2015

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

* 1. Government Security Classifications (GSC)

The [Government Security Classifications](https://www.gov.uk/government/publications/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 Government collects, stores, processes, generates or shares to deliver services and conduct business.

* 1. 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](https://www.gov.uk/government/publications/procurement-policy-note-0122-contracts-with-suppliers-from-russia-and-belarus)) 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 Bidders (and any subcontractors named in a tender). Unless exceptions in the PPN apply, CCS may:

1. exclude from this competition any tenders that are deemed from Bidders (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
2. request that a Bidder find a replacement subcontractor by a specified deadline before its tender can be included in this competition.
   1. CCS has contracted with a supplier to support CCS with its assessment of the Selection Criteria related to Bidders’ financial status (in accordance with the Selection Stage of this procurement). Consequently, we may share with our supplier Bidders’ responses to the selection questionnaire in respect of the bidders’ financial status.

# The opportunity

Crown Commercial Service (CCS) as the Authority is putting in place an agreement for the provision of public cloud computing as a multi-Lot, multi-supplier framework agreement, available for use by those potential Buyers listed in the Contract Notice. These are UK public sector bodies and future successor organisations, which includes (but is not limited to): Central Government Departments and their arm’s length bodies and agencies; the wider public sector; and third sector e.g. public sector or third sector organisations in local government, health, education, police, fire and rescue, housing associations and charities.

Buyers will be able to fulfil their public cloud computing needs directly from core cloud service suppliers or choose to fulfil their requirements indirectly through resellers who will also make available additional value-adding ancillary services that support the customer’s adoption, usage or optimisation of the core cloud services.

This framework agreement also makes available professional services that will provide Buyers with specific enabling work which is short-term in nature and leaves the Buyer in a more capable state than before.

The Framework will be established with an expiry date of October 30th 2026 with an option for us to extend by one year.

For further information about the scope of the Deliverables applicable to each Lot, please reference Framework Schedule 2 - Specification.

# What a Framework is

A Framework Agreement has specific legal meaning and restrictions pursuant to Regulation 33 of the Regulations and Suppliers should familiarise themselves with this Regulation.

In summary, a framework agreement is not in itself a contract for goods, works or services, but rather it, with one or more Suppliers, sets out the process and terms that allow Buyers to make specific purchases and award future Public Contracts (‘Call-Offs’) during the life of the Framework without the need for a new Contract Notice to the world at large.

These future awards must be made in line with the terms, pricing and template documentation set out in the Framework Agreement. Call-Off contracts cannot be substantially modified from the template Call-Off contracts and pricing set out in the Framework Contract. Frameworks established by CCS may be with one or more Suppliers in each lot advertised. This competition is for a multi-lot, multi-Supplier Framework.

If you are a successful Bidder, we will use the relevant information you have provided in your bid, including your pricing, to personalise your Framework Contract where permissible under the Regulations. All key terms and conditions which are non-negotiable during this competition remain the same for all Suppliers, including the process for Buyers to award Call-Offs. Each successful Bidder will have their own Framework Contract, which will be signed by you and us. The Framework will be managed by you and us.

Buyers can then use the Framework to make Call-Offs. Each Call-Off contract will be signed and managed by you and the Buyer.

The total estimated value of Call-Off contracts that may be placed under this Framework by all Buyers to any/all Suppliers is set out in the Contract Notice published on Find A Tender (FTS). There may be multiple Call-Off agreements under one Framework up to this total estimated value.

We cannot guarantee any business through this Framework.

1. How the Framework is structured

The Framework will be established for three (3) years with the option for us to extend for one further one (1) year period.

This Framework will have four (4) Lots. The Lots are:

|  |  |
| --- | --- |
| Lot | Lot name and description |
| Lot 1 | Lot 1 - Core Services |
| Lot 2 | Lot 2 - Value Added Ancillary Services |
| Lot 3 | Lot 3 - Professional Services |
| Lot 4 | Lot 4 - Cloud Secure+ |

Bidders can bid for one or more Lots.

Cloud Service Suppliers who are successfully appointed in their own right to Lot 1 can provide their service to a Buyer directly through a Lot 1 Call-Off OR provide their service as part of a combined Reseller consortium proposal under Lot 2 at the Call Off stage, without the need for the parties to bid as a consortium in Lot 2 during this competition for the Framework.

Resellers can initially name as many Cloud Service Supplier partners as they wish as part of this process to be appointed to the Framework but a Successful Bidder to Lot 2 once on the Framework may only offer to re-sell a cloud service which has also successfully been appointed to Lot 1 under any Lot 2 Call-Off procedure.

Where a Cloud Service Supplier is “resold” through a Reseller (under Lot 2), the Buyer will still enter into two direct contracts; one with the Reseller and one with Cloud Service Supplier (on the same terms that Cloud Service Supplier has accepted under Lot 1).

Lot 1 Bidders must therefore indicate in the selection questionnaire whether they permit the resale of their services in Lot 2.

Lot 2 Bidders must indicate in the selection questionnaire the services of which Cloud Service Suppliers they are permitted to re-sell. In the event that no Cloud Service Suppliers named by a Lot 2 Bidder are successful in this framework competition, the Lot 2 Bidder will be unsuccessful in their bid by default.

For the avoidance of doubt, Lot 2 Bidders’ lists will be considered final at tender submission. That is to say, successful Lot 2 Bidders cannot increase their Cloud Service Supplier list available to Buyers on this framework throughout the lifetime of this agreement because they will be pre-qualified on the basis of the experience they have of the initially named Cloud Services.

The number of Suppliers to be awarded a Framework Contract for each Lot is:

|  |  |
| --- | --- |
| Lot | Number of places |
| Lot 1 | Not limited |
| Lot 2 | 30 |
| Lot 3 | 60 |
| Lot 4 | Not limited |

# 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 Find a Tender (FTS) and our [CCS procurement pipeline page](https://www.crowncommercial.gov.uk/agreements/RM6292).

You can submit a bid as a single legal entity. Alternatively, you can use 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 (a) named Key Subcontractor(s) 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.

# Timelines for the competition

These are our intended timelines. We will try to achieve these however, for a range of reasons, dates can change to earlier or later than originally published. We will tell you if and when timelines change:

|  |  |
| --- | --- |
| Start date (this is the date we submitted the Contract Notice to be published) | 30 June 2023 |
| Publication date (this is the date the ITT pack will be published) | 30 June 2023 |
| Bidder conference | 7 July 2023 |
| Clarification questions deadline | 16:59 - 1 August 2023 |
| Deadline for our responses to clarification questions | 10August 2023 |
| Bid submission deadline | 14:59 - 21 August 2023 |
| Compliance | From the bid submission deadline through to Award of Framework Contracts |
| Issue of intention to award notices to successful and unsuccessful Bidders | 3 November 2023 |
| End of mandatory standstill period | midnight at the end of  13 November 2023 |
| Award of Framework Contracts | 14 November 2023 |
| Framework start date | 14 November 2023 |

# When and how to ask questions

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

If you have any questions you must 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 must send your questions to us through the eSourcing tool. 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.

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.

# 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 8 (Management Information)

The percentage management charge is stated in Framework Schedule 1 (Definitions)

All documents are available from the [CCS procurement pipeline page](https://www.crowncommercial.gov.uk/agreements/RM6292).

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

We do not think TUPE will apply to this procurement at **Framework** level because:

* no services are provided to CCS under any existing Framework Contract or arrangements that this Framework will replace
* services will only be provided to Buyers under Call-Off Contracts, no services will be provided to CCS under the Framework Contract
* this Framework relates to new services.

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 **Call-Off contracts** because:

* the services are to be carried out in connection with a single specific event or task of short-term duration.

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

# 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.

* 1. What you can expect from us

Subject to paragraph 1.10 of this document, 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.

* 1. 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 180 days after the bid submission deadline.

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

* 1. Involvement in multiple bids

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

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

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

* potential or actual conflicts of interest
* Supplier capacity problems
* restrictions or distortions in competition
* a breach of the conditions set out in section 9.4 or 9.7 below
* confidentiality issues

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. If you refuse to withdraw or refuse to accept any alternative reasonable measures to ensure a fair and transparent process you may be excluded from the competition.

* 1. Collusive behaviour

**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 or Bidder 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 or colludes to adjust their bid in a manner connected with your 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 section 9.4, we may (without prejudice to any other criminal or civil remedies available to it) disqualify you from further participation in this competition.

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

* 1. Contracting arrangements

Only you or, as applicable, your Key Subcontractors (as set out in your bid) or consortium members can provide the Deliverables through the Framework Contract.

* 1. 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.

* 1. 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, 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.

* 1. 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.
  1. 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.

* 1. Our rights

We reserve the right to:

* waive or change the requirements of this ITT pack from time to time without notice
* verify information, seek clarification or require evidence or further information in respect of your bid.
* withdraw this ITT pack at any time, or re-invite bids on the same or alternative basis
* choose not to award any Framework Contract(s) or Lot(s) as a result of the competition
* choose to award different Lots at different times
* make any changes to the timetable, structure or content of the competition which includes awarding earlier or later than the original timetable.
* accept bids submitted after the bid submission deadline
* carry out the evaluation stages (selection and award stages) of this procurement concurrently
* extend Lots by varying durations
* 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

You MUST ensure you are regularly checking your messages to ensure you are able to respond to our clarifications and access up-to-date information about the procurement

* 1. 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).
  1. Bid costs

We will not pay your bid costs for any reason whatsoever, including but not limited to if we exclude you from the competition, terminate or amend the competition.

* 1. 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.

* 1. 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.

* 1. 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.

# How the Framework is structured

The Framework Contract is made up of the key components as detailed below. All documents are available from our [CCS procurement pipeline page](https://www.crowncommercial.gov.uk/agreements/RM6292)

10.1 Framework Agreement

These are the main legal terms for the Framework Contract and for each Call-Off contract. The Framework Agreement contains our standard commercial terms and governs the Supplier’s relationship with us at Framework Contract level and with each Buyer at Call-Off contract level.

10.2 Template Call-Off Terms

These are the legal terms for Call-Off contracts.

10.3 Template Order Form

When a Buyer wants to make purchases, they will Call-Off from the Framework by providing the relevant information laid out in the Lot specific Template Order Form. You can read about how Buyers can undertake their Call-Offs in Framework Schedule 5 - Call-Off Award Procedure.

The Order Form lays out:

* the Supplier and Buyer contact details
* details of what will be supplied
* how it will be supplied
* how much it will cost
* a list of all the Lot specific Call-Off special terms

The Call-Off contract will be created when parties agree to it either by:

* each party signing a completed Template Order Form
* a binding electronic purchase order which includes the relevant information as laid out in the Order Form

After a Buyer has entered into a Call-Off contract with a Supplier, provided their subsequent requirements are within the stated scope of services within the order form, they may amend the services (including adding and varying services) via the Supplier’s relevant admin console/portal.

10.4 Collaboration Agreement

Buyers Calling-Off from Lot 2 of this Framework may, at their own discretion, require the Lot 2 Supplier and the relevant Lot 1 Supplier Partner to enter into a Collaboration Agreement with each other. Therefore, all Bidders for Lot 1 who will allow the resale of their services under Lot 2, and all Lot 2 Bidders are required to indicate in the selection questionnaire that they are prepared to sign a Collaboration Agreement materially in the form provided.

A Collaboration Agreement template can be found in Attachment 10 - Framework Documents. Please note, Buyers will be able to tailor this document to their specific needs at Call-Off at the parts indicated in the template provided.

Please ensure you carefully read and understand the Collaboration Agreement template and Framework Schedule 5 - Call-Off Procedure.

The table below lists and briefly describes each contract document. You can find the individual documents on the [CCS procurement pipeline page](https://www.crowncommercial.gov.uk/agreements/RM6292)

|  |  |
| --- | --- |
| Document title | What is it? |
| **Framework Agreement** | The main legal terms for both the Framework and Call-Off Contracts. |
| **Schedules** | Attachments to the Framework Agreement core terms which contain important information about specific aspects of buying and selling. |
| **Framework Schedule 1: Definitions** | What the capitalised terms in the framework agreement mean and how to interpret the Framework Agreement. |
| **Framework Schedule 2:**  **Specification** | The Services CCS needs the Suppliers to provide to Buyers. |
| **Framework Schedule 3: Framework Prices and Charging Structure** | Describes the permissible ways the Supplier can price and charge for services under Call-Off contracts. |
| **Framework Schedule 4: Template Order Form and Template Call-Off Terms** | The template documents that the Buyer needs to complete to form a Call-Off contract. |
| **Framework Schedule 5: Call-Off Procedure** | The process that a Buyer must follow to award a Call-Off Contract. |
| **Framework Schedule 6:**  **Award Criteria** | The criteria that a Buyer must apply in deciding to award a Call-Off contract. |
| **Framework Schedule 7: Framework Management** | How CCS and Suppliers will manage the Framework Agreement. |
| **Framework Schedule 8: Management Information** | How Suppliers report to CCS and the charges they have to pay to CCS for using the Framework Agreement. |
| **Framework Schedule 9: Annual Self-Audit Check** | A letter Suppliers must send to CCS each year to confirm that it has tested its own records and reporting about the Framework Agreement. |
| **Framework Schedule 10:**  **Marketing** | How the Supplier and CCS may promote the Framework Agreement and the Services. |
| **Framework Schedule 11:**  **Insurance Requirements** | The insurance a Supplier needs in case it breaches a Call-Off Contract or is negligent. |
| **Framework Schedule 12: Commercially Sensitive Information** | The only information about the Supplier that cannot be disclosed or reported to the public. |
| **Framework Schedule 13: Tender** | The Supplier’s response to this procurement exercise which is incorporated into the Framework Agreement. |
| **Framework Schedule 14: Processing, Personal Data and Data Subjects** | The Supplier’s response to this procurement exercise which is incorporated into the Framework Agreement. |
| **Framework Schedule 15: Financial Distress** | How a Supplier will communicate financial distress events to CCS and the Buyer. |

# 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.

# The Armed Forces Covenant

* 1. The Armed Forces Covenant is a public sector pledge from Government, businesses, charities and organisations to demonstrate their support for the armed forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.
  2. The Covenant’s 2 principles are that:
* the armed forces community should not face disadvantages when compared to other citizens in the provision of public and commercial services
* special consideration is appropriate in some cases, especially for those who have given most such as the injured and the bereaved.

We encourage all Bidders, and their Suppliers, to sign the Corporate Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein. We encourage you to make your [Armed Forces Covenant pledge](https://www.gov.uk/government/publications/corporate-covenant-pledge).

* 1. [The Corporate Covenant](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/649954/20171005_Armed_Forces_Covenant_Guidance_Notes_for_Businesses.pdf) gives guidance on the various ways you can demonstrate your support.
  2. 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

* 1. Sections 12.1 – 12.4 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.