

Invitation to Tender

Attachment 1 – About the Framework

**RM6251 Supply of Energy 2**

**Restricted Procedure**

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# Welcome

We invite you to bid in this competition for the **Supply of Energy 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, how to ask questions. Plus:

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

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

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

Please read the bidder guidance which can be found on the below link for help using our eSourcing tool and instructions on how to submit a compliant bid:

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

You can book for online training for the CCS eSourcing tool at: <https://www.crowncommercial.gov.uk/esourcing-training>

There are also additional attachments to the bid pack.

These attachments are:

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

**Attachment 2b** – **NOT USED**

**Attachment 2c 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 Pricing Matrix Lot 1 Electricity** – you must complete the unlocked yellow cells in this attachment and upload to question PQ1 in the eSourcing tool (commercial envelope)

**Attachment 3 Pricing Matrix Lot 2 Gas** – you must complete the unlocked yellow cells in this attachment and upload to question PQ2 in the eSourcing tool (commercial envelope)

**Attachment 3a Pricing Questionnaire Lot 1 Electricity -** guidance on how to complete Attachment 3 Price Matrix Lot 1 Electricity as well as providing an overview of the methodology used to evaluate the pricing submitted

**Attachment 3b Pricing Questionnaire Lot 2 Gas -** guidance on how to complete Attachment 3 Price Matrix Lot 2 Gas as well as providing an overview of the methodology used to evaluate the pricing submitted

**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 tool (qualification envelope).

**Attachment 5 Financial Viability Risk Assessment (FVRA) Guidance** – for information only. It is important that you read this document before completing **Attachment 5a – Gold FVRA Tool**.

**Attachment 5a Gold FVRA Tool**–you and each consortium member must complete this and then upload to the relevant questions in Part 5 Financial Risk in the [eSourcing tool](https://crowncommercialservice.bravosolution.co.uk/) (qualification envelope). Please read **Attachment 5 - Financial Viability Risk Assessment** **guidance** note before completing this document.

**Attachment 6 Consortia details** – you should complete this spreadsheet if you are bidding as the lead member of a consortium and attach to selection question 1.8.3 in the eSourcing tool (qualification envelope).

**Attachment 7 Key subcontractor details** – you should complete this spreadsheet if you intend to use Key Subcontracts in your bid and attach to selection question 1.10.1 in the eSourcing tool (qualification envelope)

**Attachment 8 Non-disclosure agreement** – you must complete this and return it via the eSourcing tool messaging service to receive the TUPE information.

**Attachment 9** **Frequently Asked Questions Framework** – you do not need to submit this as part of your Bid. This document contains a list of questions and answers relating to our competitions that may be helpful to you.

**Attachment 10 - NOT USED**

**Attachment 11a Customer Portfolio Summary Electricity**

**Attachment 11b Customer Portfolio Summary Gas**

**Attachment 12 TUPE Data**

**Attachment 13 Framework Agreement Documents** – this forms the Framework Agreement

**Attachment 14 Customer Access Agreement**

**At Selection stage certain aspects of the bid pack will be redacted, please see below:**

Attachment 2 - How to Bid: partially redacted, all Questions at AQC and AQD and section G Pricing in paragraph 10.2 and section 11 Price Evaluation

Attachment 3 - Pricing matrix Lot 1 Electricity: completely redacted

Attachment 3 - Pricing Matrix Lot 2 Gas: completely redacted

Attachment 3a - Pricing Questionnaire Lot 1 Electricity: completely redacted

Attachment 3b - Pricing Questionnaire Lot 2 Gas: completely redacted

Attachment 11a - Customer Portfolio Summary Electricity: completely redacted

Attachment 11b - Customer Portfolio Summary Gas: completely redacted

Attachment 12 - TUPE Data: completely redacted – available at Award Stage following completing and signing a non-disclosure agreement (NDA)

Attachment 13 - Framework Agreement Documents:

Schedule 1 Definitions - redacted

Schedule 2a Customer Contract - redacted

Schedule 3 Portfolio Price Determination and Energy Procurement Services - redacted

Schedule 5 Customer Administration Services - redacted

Schedule 7 Key Performance Indicators - redacted

Schedule 15 Reporting Documents and Dates- redacted

Schedule 17 Business Continuity and Disaster Recovery

Schedule 18 Financial Distress

Attachment 14 - Customer Access Agreement: completely redacted

**Please note: all the above information will be available to bidders who are successful at Selection stage and progress to Award stage.**

Make sure you **read all the attachments, and the Framework Agreement 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’.

Please read the bidder guidance which can be found on the below link for help using our eSourcing tool and instructions on how to submit a compliant bid:

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

# What you need to know

* 1. What ’we’ and ‘you’ means

When we use “CCS”, “we”, “us” or “our” we mean Crown Commercial Service;

When we use “you” or “your” we mean your organisation, or the organisation 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’ or ‘customers’?

“Buyers” or “customers” are the organisations named in the published contract notice as those entered into, or in the opinion of CCS intends to enter into, the Customer Access Agreement.

* 1. What is a ‘lot’?

A lot is sub-division of the deliverables which are the subject of this competition as described in the published contract notice.

* 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 agreement (Attachment 13) and in the Contract Notice.

* 1. Who are ‘key subcontractors’?

Key subcontractors are any other person other than you who under this Framework Agreement will:

* be relied on to deliver any of the deliverables under this Framework Agreement 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. We do not need to know about subcontractors who supply general services to you (such as window cleaners etc.) that only indirectly enable you provide the deliverables under the Framework.

* 1. What is the difference between a bidder and supplier?

Successful bidders will become suppliers.

* 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)

On 02/04/2014 the Government introduced its Government Security Classifications (GSC) classification scheme to replace the current Government Protective Marking System (GPMS). A key aspect of this was the reduction in the number of security classifications used.

You are encouraged to make yourself aware of the changes and identify any potential impacts in your Bid, as the protective marking and applicable protection of any material passed to, or generated by, you during this competition, or pursuant to any Contract awarded to you as a result of this competition, will be subject to the GSC from 02/04/2014. The link below to the Gov.uk website provides information on the GSC:

<https://www.gov.uk/government/publications/government-security-classifications>

* 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.

# The opportunity

This framework agreement will act as the vehicle through which central government and wider public sector customers will be supplied gas and electricity. The portfolio varies on an annual basis but our current best estimates are that the framework agreement will supply approximately 25 TWh per year of gas and electricity to approximately 1,150 public sector customers across approximately 86,000 meters.

In supplying gas and electricity the supplier will provide customers with various supply administration services covering invoicing, query resolution and account management, as well as a range of services which will support customers in their net zero ambitions such as access to energy from renewable sources and to Power Purchase Agreements. The supplier will also support the delivery and execution of Crown Commercial Service’s energy trading requirements.

The portfolio will include a range of customers from different sectors, and a range of different metering classes and profiles e.g. half hourly, non-half hourly, unmetered and BMU’s. A detailed list of meters can be found in the Portfolio Summary.

This new framework agreement will replace the existing Supply of Energy framework agreement (RM6011). Baskets of customers meters will transfer to the new framework agreement at different times over a twenty four month period between April 2024 and April 2026. It is CCS intention (although cannot be guaranteed) that each basket will be supplied through this framework agreement for a four year period. CCS will engage with the incoming and outgoing suppliers to coordinate the transfer.

In addition to the transfer of baskets it is possible that a small number of meters might require supply through this new agreement prior to April 2024.

All estimates of values provided within this document and the Contract Notice itself are best estimates and as such should not be considered as guaranteed.

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# What a Framework is

A Framework, with one or more suppliers, sets out terms that allow buyers to make specific purchases during the life of the Framework. This competition is for a multi-supplier Framework.

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

We cannot guarantee any business through this Framework.

1. How the Framework is structured

The Framework will be established for 48 months.

This Framework will have 2 lots:

| Lot | Lot name and description |
| --- | --- |
| Lot 1 | Electricity |
| Lot 2 | Gas |

Bidders can bid for one or more Lots.

Each Lot will be awarded to a different supplier, therefore there will be a total of 2 suppliers for this framework.

To decrease the impact of potential supplier failure to the electricity and gas portfolios, CCS reserves the right to award any lot to the second placed bidder if one bidder is successful in both lots.

However, CCS will take into account the bidders response to question 1.11.2 at Part 2b of the Selection Questionnaire in the event that the bidder is initially successful in both Lots.

The number of suppliers to be awarded a Framework Contract for each lot is:

| Lot | Number of places |
| --- | --- |
| Lot 1 | 1 |
| Lot 2 | 1 |

# Who can bid

We are running this competition using the restricted procedure. You are first required to submit a Selection Questionnaire response which fully complies with the instructions in this document and in its attachments. If selected for Award stage, you will then be required to submit a further submission which fully complies with the instructions in this document and in its attachments. You are strongly advised to read through all documentation first to ensure understanding of how to submit a fully compliant Selection Questionnaire response and (if selected) an Award stage bid response.

The contract notice can be found on Find a Tender (FTS) and our website <https://www.crowncommercial.gov.uk/agreements/RM6251>.

You can submit a bid as a single legal entity. Alternatively, you can take one or both of the following options:

* work with other legal entities to form a consortium. If you do, we ask the consortium to choose a lead member who will submit the bid on behalf of the consortium.
* bid with named key subcontractors to deliver parts of the requirements. This applies whether you are bidding as a single legal entity or as a consortium.

However, bidders that are bidding independently for a Lot or Lots should not bid for the same Lot(s) if you are:

* a member of a Group of Economic Operators,
* a subsidiary of another bidder,
* a parent company of another bidder.

If you do choose to bid in this way, bidders may be required to withdraw the independent bid or the bid may be considered to be non-compliant or CCS may require the bidder’s place in the Group of Economic Operators to be removed. For the avoidance of doubt CCS reserves the right to exclude any bid where it has sufficiently plausible indications that the bid distorts competition.

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. We will tell you if and when timelines change:

| Start date (this is the date we submitted the contract notice to be published) | 21/09/2022 |
| --- | --- |
| SELECTION STAGE |  |
| Publication date (this is the date the bid pack will be published) | 21/09/2022 |
| Clarification questions deadline | 17:00 06/10/2022 |
| Deadline for our responses to clarification questions | 17:00 11/10/2022 |
| Bid submission deadline | 15:00 21/10//2022 |
| Compliance | From the bid submission deadline through to Award of Framework Agreements |
| Issue Selection stage successful and unsuccessful notifications | 09/11/2022 |
| End of Selection stage standstill period | midnight at the end of 14/11/2022 |
| AWARD STAGE |  |
| Publication date (this is the date the bid pack will be published) | 15/11/2022 |
| Clarification questions deadline | 17:00 25/11/2022 |
| Deadline for our responses to clarification questions | 30/11/2022 |
| Bid submission deadline | 15:00 12/12/2022 |
| Issue of intention to award notices to successful and unsuccessful bidders | 10/02/2023 |
| End of mandatory standstill period | midnight at the end of 20/02/2023 |
| Award of Framework Agreement | 21/02/2023 |
| Framework start date | 21/02/2023 |

# When and how to ask questions

We hope everything is clear after you have this bid 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. As this is a restricted procedure (if you are successful in passing the Selection Questionnaire) there will be two periods to ask questions, please see the timelines above for when they are due to take place.

You need to 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.

Remember that you can ask us questions about the Framework Agreement but please do not attempt to ‘negotiate’ the terms. All Framework awards will be made under identical terms.

# Customer Commission Payments

The supplier shall, unless CCS notifies the supplier that the Contracted Customers shall pay CCS directly, collect the Customer Commission from the relevant Customers and then pay such Customer Commission to CCS. The supplier shall invoice each Contracted Customer each Month under the terms of this framework agreement and Customer Contracts. The supplier shall submit to CCS, on or before the fifth Day of each such Month or such other Day as is notified to the supplier by CCS a statement of the total Customer Commission included in invoices to Contracted Customers under all Customer Contracts in the previous Month (“Monthly Statement”).framework agreement. See Framework Terms and Conditions, clause 5 ‘Commission and Payments’ – most documents available on Contracts Finder (some have been redacted for commercial reasons and will be made available without any redactions if a bidder passes the Selection stage), the link is in paragraph 4 of this document.

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

We think that TUPE may apply to **Framework Agreement** 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 Framework Agreement

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 Framework Agreement in Call-Off Schedule 2 (Staff Transfer). No further indemnities will be provided.

Based on the assumption that TUPE may apply under the Framework Agreement, we have acquired information relating to the employees of the incumbent suppliers. The two incumbent suppliers have provided the information.

At Selection Stage you will be required to sign a non-disclosure agreement (NDA) and upload it as an attachment to question 1.30.1 Part 9 Non-Disclosure Agreement (NDA) within the eSourcing tool in the Selection Questionnaire.

Once you have provided CCS with your signed NDA and passed Selection Stage the TUPE information will be made available to you.

We don’t represent that the TUPE information is complete or accurate. We can’t say what effort will be required to deliver the services.

All the TUPE information is deemed to be strictly confidential and for use solely in connection with the preparation of your bid and the Framework Agreement arising from this bid. Whether the TUPE information is provided to you orally, electronically or in writing, you must not at any time

* make use of it for your own purposes
* disclose it to any person (except as may be required by law)

# 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 bid pack.

* 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.

* 1. What we expect from you

You must comply with these competition rules and the instructions in this bid 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 120 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
* 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.
  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 except where such communication is undertaken with persons who are also participants in your bid submission, namely those where disclosure to such person is made in confidence in order to obtain quotes necessary for your bid or to get any necessary security
* enter into any agreement or arrangement with any other bidder, so that bidder does not submit a bid
* share, permit or disclose to another person, access to any information relating to your bid submission (or another bid submission to which you are party)
* offer or agree to pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any other person for doing or having done or causing or having caused to be done in relation to its bid submission

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

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

* 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 Agreement.

* 1. Contracting arrangements for consortium

We may require a consortium to form a specific legal entity when signing a Framework Agreement .

Otherwise, each member will sign the Framework Agreement.

* 1. Bidder conduct and conflicts of interest

You must not attempt to influence the Framework 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 bid 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 bid pack from time to time without notice
* verify information, seek clarification or require evidence or further information in respect of your bid. You MUST ensure you are regularly checking your messages to ensure you are able to respond to our clarifications
* withdraw this bid pack at any time, or re-invite bids on the same or alternative basis
* choose not to award any Framework Agreement(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
* 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 Framework award
  + the change in the contracting arrangements would result in a breach of procurement law
  + for any other reason set out elsewhere in this bid pack
  + for any reason set out in the Regulations
  1. Consequences of misrepresentation

If a serious misrepresentation by you induces us to enter into a Framework Agreement 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, for example if we terminate or amend the competition.

* 1. Warnings and disclaimers

We will not be liable:

* where parts of the bid 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 bid pack is not a commitment by us to enter into a Framework Agreement.

* 1. Intellectual Property Rights

The bid pack remains our property. You must use the bid 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 Framework Agreement accompanying this bid pack to reflect any changes introduced by the Government Security Classifications (GSC) classifications scheme.

# How the Framework is structured

* 1. This Procurement will result in the award of the framework agreement Lots to the successful bidders. Once the framework agreements have been executed the successful bidders will become the suppliers.
  2. Contracting structure: the contractual relationship of the parties directly affected by the Framework is governed by three types of Agreement:

10.2.1 Framework agreement – defines the legal relationship between CCS and the supplier. This document is available in Attachment 13.

10.2.2 Model Contract - is the model contract for the contract which defines the legal relationship between each Contracting Body which is a customer and the supplier. The obligations of both parties are defined as required in the context of the supplier's licence obligations. The Model Contracts are for Gas Schedules 2a Gas Model Customer Contract, 2b Model Additional Services Contract, and for Electricity Schedules 2a Model Customer Contract and 2b Model Additional Services Contract, to the framework agreement in Attachment 13.

10.2.3 Customer Access Agreement - defines the relationship between CCS and the customer, and includes the commitment period for the Agreement. The current form of this document is available in Attachment 14 but may be amended from time to time by CCS.

* 1. Schedule 2b within the framework agreement will enable buyers (including CCS) to place orders with suppliers for Additional Services.
  2. The framework agreement (including the Framework Schedules) terms and conditions are available in Attachment 13 on the e-Sourcing tool. Please review the framework agreement carefully to understand the rights and obligations it confers on the parties.
  3. Framework agreement (including the Framework Schedules) terms are non-negotiable, whether during the Procurement or post award. However, you may seek clarification of any points of ambiguity or apparent error in relation to the terms throughout the clarification period (see paragraph 6).
  4. Following CCS decision to award, the Framework agreement will be updated to incorporate elements of the bid including (but not limited to) the successful bidder’s charges and the approach to delivering the goods and services provided as part of the Attachment 3 Pricing Matrix responses.
  5. CCS will manage the overall performance of the Framework agreement by suppliers and receive any Customer Commission Payments payable by suppliers as defined (as “Commission Payments”) in clause 5 in the Framework agreement.
  6. Buyers

10.8.1 The Framework agreement will be available for use by potential Customers which include but are not limited to Central Government departments and their Arm’s Length Bodies and Agencies; Non Departmental Public Bodies (NDPB); NHS bodies; Local Authorities and Police Forces, Elected Police Commissioners and Emergency Services and as described in the Contract Notice.

10.8.2 Entities which are not public sector bodies may also use the Framework agreement if CCS is satisfied that:

10.8.2.1 such entity is calling-off goods and services directly, solely and exclusively in order to satisfy contractual obligations to one or more public sector bodies, all of which are entitled to use the Framework agreement on their own account;

10.8.2.2 all goods and services to be called-off by it are to be used directly, solely and exclusively to provide electricity at sites occupied by such public sector body/ies;

10.8.2.3 and it will pass the benefit of the call-off contract to such public sector body/ies) directly, in full and on a purely “pass-through” basis. Accordingly there must be no mark-up, management fee, service charge or any similar cost solely in relation to the supply of energy imposed on the relevant public sector body/ies, who must be able to benefit from the terms of the Framework agreement in a like manner and to the same extent as if using the Framework agreement on its/their own account.

10.8.3 Subject to paragraph 10.8.2 any relevant Contracting Body may purchase the goods and services from any supplier outside of the Framework agreement. Being appointed to this Framework agreement does not confer an exclusive right to supply on a supplier or guarantee that a supplier will receive any business at all under the Framework agreement.

# Additional information

* 1. In this section 11, “Procurement Regulations” means each of:

a) the Public Contracts Regulations 2015 (SI 2015/102);

b) the Concession Contracts Regulations 2016 (SI 2016/273);

c) the Utilities Contracts Regulations 2016 (SI 2016/274);

d) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848);

e) the Remedies Directive (2007/66/EC);

f) Directive 2014/23/EU of the European Parliament and Council;

g) Directive 2014/24/EU of the European Parliament and Council;

h) Directive 2014/25/EU of the European Parliament and Council; and

i) Directive 2009/81/EC of the European Parliament and Council.

* 1. 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. Paragraphs 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, Framework award procedure or any resulting Framework Agreement. However, CCS very much hopes you will want to provide your support.