

**Invitation to Tender**

**Attachment 1 – About the Framework Contract**

**RM6169 Corporate Finance Services 2**

**Contents**

[**1.** **Welcome** 3](#_Toc24703349)

[**2.** **What you need to know** 4](#_Toc24703350)

[**3.** **The Opportunity** 5](#_Toc24703351)

[**4.** **What a Framework Contract is** 6](#_Toc24703352)

[**5.** **How the Framework Contract is structured** 6](#_Toc24703353)

[**6.** **Who can bid** 8](#_Toc24703354)

[**7.** **Timelines for the competition** 9](#_Toc24703355)

[**8.** **When and how to ask questions** 10](#_Toc24703356)

[**9.** **Management information and management charge** 10](#_Toc24703357)

[**10.** **Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”)** 10](#_Toc24703358)

[**11.** **Competition rules** 13](#_Toc24703359)

[**12.** **The Armed Forces Covenant** 0](#_Toc24703360)

1. **Welcome**
	1. We invite you to bid in this competition for Corporate Finance Services 2 (RM6169) Our Invitation to Tender (ITT) pack comes in divided into two main parts:

**Attachment 1 - About the Framework Contract (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 contract works – what a Framework Contract is and what’s in a Framework Contract.

There are also 10 attachments to the ITT pack.

These Attachments are:

**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 Contract award stage**.**

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

Attachment 3a Selection questionnaire

Attachment 3b Award Questionnaire

Attachment 3c Price matrix

Attachment 4 Information and declaration workbook

Attachment 5 Financial assessment template

Attachment 6 Consortia details

Attachment 7 Key subcontractor details

Attachment 8 Bidder guidance

* 1. Make sure you read all the attachments, and the contract documents which can be found within the Attachments area of the event on the eSourcing Suite. The guidance, information and instructions that we provide are there to help you to make a compliant bid.
	2. If anything isn’t clear, see paragraph 8. ‘When and how to ask questions’.
	3. Please read Attachment 8 - bidder guidance for help using our eSourcing suite and instructions on how to submit a compliant bid.
1. **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 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 Bodies 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 Contracts for the Deliverables via this Framework Contract. They will do this in line with Framework Schedule 7 - Call Off Award Procedure.

* 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 Services that will be provided under this Framework Contract as set out in Framework Schedule 1 (Specification).

* 1. **Who are ‘Key Subcontractors’?**

Key Subcontractors are any other person 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 Contract and any Call-Off Contracts. We do not need to know about subcontractors who supply general services to you (such as window cleaners etc.) that only indirectly enable you provide the Deliverables under the Framework Contract.

* 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 have to follow processes that are fair, transparent and equitable for all bidders.

1. **The Opportunity**
	1. Crown Commercial Service (CCS) as the Authority is putting in place a pan-Government collaborative Framework Contract for the provision of market leading commercial solutions corporate finance services.
	2. This Framework Contract will replace the current RM3719 Corporate Finance Services Framework Agreement upon its expiry on the 5th of June 2020. It is anticipated that the commencement date of new Framework Contract will also be the 5th of June. There will be no overlap in the provision of the Services between the award of this Framework Contract and the existing RM3719 CFS Framework Agreement.

* 1. This Framework Contract will be utilised by UK Public Sector bodies, including but not limited to Central Government Bodies and their agencies, Non Departmental Public Bodies, Devolved Administrations, NHS Bodies and providers of Services to the NHS, Local Authorities, Police, Voluntary Sector, Charities, and/or other private organisations acting as managing agents or procuring on behalf of these Public Sector bodies. Non Public Sector entities may also use this Framework Contract in order to (i) satisfy contractual obligations to one or more Public Sector bodies, all of which are entitled to use this agreement on their own account; or (ii) where they are delivering Services of a public nature.
1. **What a Framework Contract is**
	1. A Framework Contract, with one or more Suppliers, sets out terms that allow Buyers to make specific purchases (‘Call-Off Contracts’) during the life of the Framework Contract. This competition is for a multi Supplier Framework Contract.
	2. If you are a successful bidder, we will use the information you have provided in your bid, including your pricing to personalise your Framework Contract. Each successful bidder will have their own Framework Contract, which will be signed by you and us the Authority. The Framework Contract will be managed by you and us; the Authority.
	3. Buyers can then use the Framework Contract to make Call-Off Contracts. Each Call-Off Contract will be signed and managed by you and the Buyer.
	4. The estimated value of Call-Off Contracts that may be placed under this Framework Contract is set out in the Contract Notice. There may be multiple Call-Off Contracts under one Framework Contract.
	5. We cannot guarantee any business through this Framework Contract.
2. **How the Framework Contract is structured**
	1. The Framework Contract will be established for 48 months.
	2. This Framework Contract will have 7 (seven) Lots.
	3. Bidders can bid for one or more Lots.
	4. The Lot details for each Lot are detailed in the table below:

|  |  |
| --- | --- |
| **Lot** | **Lot name and description**  |
| **Lot 1** | **Corporate finance advice, separate to any transaction execution** Lot 1 relates to the provision of corporate finance advice to Buyers that may or may not be related to a specific transaction and will be separate to the execution of any specific transaction. Such execution, where relevant, may be carried out by the same or another Supplier(s) under one of the other Framework Contract Lots. |
| **Lot 2** | **Advice on and execution of specific corporate transactions (typically referred to as mergers and acquisitions, or M&A)** Lot 2 relates to advising Buyers on, and assisting in the execution of, a specific corporate transaction (or transactions). Such work may be carried out alongside or in parallel with another Supplier(s) providing Services under one of the other Framework Contract Lots.  |
| **Lot 3** | **Advice on and execution of specific equity or equity related capital markets transactions (typically referred to as equity capital markets, or ECM)** Lot 3 relates to advising Buyers on, and assisting in the execution of, a specific equity or equity related capital markets transaction (or transactions). Such work may be carried out alongside or in parallel with another Supplier(s) providing Services under one of the other Framework Contract Lots.  |
| **Lot 4** | **Advice on and execution of specific debt capital markets transactions (typically referred to as debt capital markets, or DCM)** Lot 4 relates to advising Buyers on, and assisting in the execution of, a specific debt capital markets transaction (or transactions). Such work may be carried out alongside or in parallel with another Supplier(s) providing Services under one of the other Framework Contract Lots.  |
| **Lot 5** | **Specialist retail offer advice and execution in relation to specific capital markets transactions** Lot 5 relates to advising Buyers on, and assisting in the execution of, the retail offer element of a specific capital markets transaction (or transactions). Such work is expected to be carried out alongside another Supplier(s) providing Services under Lot 3 or 4. Such work may also be carried out alongside or in parallel with another Supplier(s) providing Services under one of the other Framework Contract Lots. |
| **Lot 6** | **Specialist corporate finance advice in relation to the infrastructure sector** Lot 6 relates to the provision of specialist corporate finance advice to Buyers in relation to the infrastructure sector that may be related to a specific transaction. Such work may be carried out alongside or in parallel with another Supplier(s) providing Services under one of the other Framework Contract Lots. |
| **Lot 7** | **Specialist corporate finance advice in relation to portfolios of, or discreet, financial assets** Lot 7 relates to the provision of specialist corporate finance advice to Buyers in relation to portfolios of, or discreet, financial assets that may be related to a specific transaction and will be separate to the execution of any specific transaction. Such execution, where relevant, would be carried out by the same or another Supplier(s) under one of the other Framework Contract Lots. |

1. **Who can bid**
	1. We are running this competition using the open procedure. This means that anyone can submit a bid in response to the published contract notice.
	2. The contract notice can be found on Tenders Electronic Daily (TED) and our [website](https://www.crowncommercial.gov.uk/agreements/RM6169).
	3. You can only submit a bid as a single legal entity. You can bid with named Key Subcontractors to deliver parts of the requirements.
	4. CCS recognises that subcontracting plans can change. You must tell us about any changes to the proposed Subcontracting as soon as you know. If you do not, you may be excluded from this competition.
2. **Timelines for the competition**
	1. These are our intended timelines. We will try to achieve these however, for a range of reasons, dates can change. We will tell you via the eSourcing Suite if and when timelines change:

|  |  |
| --- | --- |
| Start date (this is the date we submitted the contract notice to be published) | 11/12/2019 |
| Publication date (this is the date the ITT pack will be published)  | 13/12/2019 |
| Start date for Clarification questions | 13/12/2019 |
| Bidder Webinar conference (joining details will be published in the eSourcing Suite) | 18/12/2019, 12.00 to 12:30  |
| Clarification questions deadline | 06/01/2020, 18:00 |
| Deadline for our responses to clarification questions | 13/01/2020 |
| Bid submission deadline | 20/01/2020, 14:59 |
| Issue of intention to award notices to successful and unsuccessful bidders | 11/03/2020 |
| End of mandatory standstill period | midnight at the end of 23/03/2020 |
| Award of Framework Contracts  | 24/03/2020 |
| Framework start date | 05/06/2020 |

1. **When and how to ask questions**
	1. We hope everything is clear after you have this bid pack (including the attachments).
	2. 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.
	3. You need to send your questions to us through the eSourcing suite and you may ask some questions during the Bidders Webinar Conference, which CCS will capture and reply to via the eSourcing Suite. This is the only way we can communicate with bidders. Try to ensure your question is specific and clear. Do not include your identity in the question. This is because we publish all the questions and our responses, to all bidders.
	4. 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.
	5. Remember that you can ask us questions about the Framework Contract and Call-Off Contract but please do not attempt to ‘negotiate’ the terms. All Framework Contract Awards will be made under identical terms.
2. **Management information and management charge**
	1. 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 Contract. See Framework Schedule 5 - Management Charges and Information.
	2. The percentage Management Charge is stated in the Framework Award Form at section 14 Management Charge.

1. **Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”)**
	1. We don’t think TUPE will apply to this procurement at **Framework** Contract level because:
* no Services are provided to CCS under the existing Framework Contract or arrangements that this Framework Contract will replace.
* Services will only be provided to Buyers under Call-Off Contracts, no Services will be provided to the Authority under the Framework Contract.
* this Framework relates to new Services.
	1. We encourage you to take your own advice on whether TUPE is likely to apply and to carry out due diligence accordingly.
	2. We don’t think TUPE will apply to Call-Off Contracts because:
* The required Services are not currently being provided either in-house or by a supplier.
* the Services are to be carried out in connection with a single specific event or task of short-term duration.
	1. Again, we encourage you to take your own advice on whether TUPE is likely to apply and to carry out due diligence accordingly.
	2. You can see the provisions we make and the indemnities which will be given if TUPE is to apply under a Call-Off Contract in Call-Off Schedule 2 (Staff Transfer). No further indemnities will be provided.
1. **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**

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 suite 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 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 paragraph 11.4, 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**

CCS will require a consortium to form a specific legal entity when signing a 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 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.

* 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.
* withdraw this bid 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.
* 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 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 Contract with you, you may be:

* excluded from bidding for contracts for (3) 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) ten 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 contract.

* 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. **How the Framework Contract is structured**

The Framework Contract is made up of four key components: [Available here.](https://www.gov.uk/government/collections/the-public-sector-contract).

* 1. **Core terms**

These are the main legal terms for the Framework Contract and for each Call-Off Contract. The Core Terms contain our standard commercial terms and govern the Supplier’s relationship with us at Framework Contract level and with each Buyer at Call-Off Contract level.

* 1. **Schedules**

Each Contract has mandatory Schedules and is customised using optional Schedules. The Schedules are used with the Core Terms and comprise:

* + - * Framework Schedules
			* Joint Schedules (for framework and call-off)
			* Call-Off Schedules

The table in section 13 describes the purpose of each of these Schedules.

* 1. **Framework award form**

The Framework Award Form contains important details about the contents of the Framework Contract. It lists all of the mandatory and optional Schedules that have been selected to create the Framework and Call-Off Contract.

This form is the basis of the Framework Contract between the Supplier and the Authority. If you are awarded a place on the Framework Contract, the Framework Award Form will be prepared by the Authority and personalised to by the Supplier. We will use information you have submitted in your bid.

You must sign and return the Framework Award Form within 10 days of being asked. If you do not sign and return, we will withdraw our offer of a Framework Contract.

* 1. **Order form**

When a Buyer wants to make purchases they will call-off from the Framework Contract by providing the relevant information laid out in Framework Schedule 6 - Part A - Order Form Template. You can read about how Buyers will do their Call-Offs in Framework Schedule 7 -Call-Off Award Procedure.

The Order Form lays out:

* the Supplier and Buyer contact details
* details of what will be supplied
* how it’ll be supplied
* how much it’ll cost
* a list of all the Call-Off and Joint Schedules, including any Special Terms

 The Call-Off Contract will be created when both 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

Over the life of a Framework Contract there are typically many Call-Off Contracts. Each Call-Off Contract is normally between one Buyer and one Supplier but sometimes Buyers pool their demand and award jointly to one Supplier.

1. **The Contract documents**
	1. This table 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/RM6169).

|  |  |  |
| --- | --- | --- |
| **Document title** | **What is it?** | **Optional?** |
| **Core Terms** | The main legal terms for both Framework and Call-Off Contracts. |  |
| **Framework Award Form** | Includes important information and contents of a Framework Contract. |  |
| **Schedules** | Attachments to the Core Terms which contain important information about specific aspects of buying and selling. |  |
| **Framework Schedule 1 (Specification)** | The Deliverables CCS needs the Suppliers to provide to Buyers. |  |
| **Framework Schedule 2 (Framework Tender)** | How the Supplier proposes to meet the requirements in the Specification. |  |
| **Framework Schedule 3 (Framework Prices)** | The price the Supplier can charge for Deliverables under the Framework Contract. |  |
| **Framework Schedule 4 (Framework Management)** | How CCS and Suppliers will manage the Framework Contract. |  |
| **Framework Schedule 5 (Management Charges and Information)** | How Suppliers report to CCS and the charges they have to pay to CCS for using the Framework Contract. |  |
| **Framework Schedule 6 (Order Form Template and Call-Off Schedules)** | The template documents that the Buyer needs to complete to form a Call-Off Contract. |  |
| **Framework Schedule 7 (Call-Off Award Procedure)** | The process that a Buyer must follow to award a Call-Off Contract. |  |
| **Framework Schedule 8 (Self Audit Certificate)** | A letter Suppliers must send to CCS each year to confirm that it has tested its own records and reporting about the Framework Contract. |  |
| **Framework Schedule 9 (Cyber Essentials Scheme)** | Obligations on the Supplier to maintain cyber security accreditation. | Yes |
| **[Add** additional Framework Schedules if required] |  |  |
| **Joint Schedule 1 (Definitions)** | What the capitalised terms in the documents mean and how to interpret the Contract. |  |
| **Joint Schedule 2 (Variation Form)** | How the Supplier, CCS and the Buyer can make a change to an existing Contract. |  |
| **Joint Schedule 3 (Insurance Requirements)** | The insurance a Supplier needs in case it breaches a Contract or is negligent. |  |
| **Joint Schedule 4 (Commercially Sensitive Information)** | The only information about the Supplier that can’t be disclosed or reported to the public. |  |
| **Joint Schedule 5 (Corporate Social Responsibility)** | Agreement that the Supplier behaves as a good corporate citizen. |  |
| **Joint Schedule 6 (Key Subcontractors)** | Restrictions on a Supplier switching the subcontractors working on the Contract. | Yes |
| **Joint Schedule 7 (Financial Difficulties)** | What Suppliers must do if they are in financial trouble. | Yes |
| **Joint Schedule 8 (Guarantee)** | The document signed by a third party to provide additional assurance that the Supplier will meet their obligations under the Contract. | Yes |
| **Joint Schedule 9 (Minimum Standards of Reliability)** | Restriction on the buyer entering into Call-Off Contracts if it does not meet the standards required in the OJEU notice. | Yes |
| **Joint Schedule 10 (Rectification Plan)** | The process to follow if a supplier defaults a contract. |  |
| **Joint Schedule 11 (Processing Data)** | Details about the data processing the supplier is allowed to do. |  |
| **[Add** additional Joint Schedules if required.] |  | As applies |
| **Call-Off Schedule 1 (Transparency Reports)** | The information about the Contract that the Buyer needs from the Supplier so that it can meet its public accountability and transparency requirements. |  |
| **Call-Off Schedule 2 (Staff Transfer)** | How CCS, the Buyer or the Supplier protect employees' rights when the organisation or service they work for transfers to a new employer. |  |
| **Call-Off Schedule 3 (Continuous Improvement)** | The requirement that the Supplier always improves how it delivers the Call-Off Contract. |  |
| **Call-Off Schedule 4 (Call-Off Tender)**  | How the Supplier proposes to meet the requirements of a Call-Off Contract.  | Yes |
| **Call-Off Schedule 5 (Pricing Details)** | Placeholder for pricing information additional to that contained in the Order Form. | Yes |
| **Call-Off Schedule 6 (ICT Services)**  | Additional terms for the delivery of ICT Services. | Yes |
| **Call-Off Schedule 7 (Key Supplier Staff)**  | Restrictions on a Supplier changing staff that are crucial to deliver the Contract. | Yes |
| **Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**  | What the Supplier must do to make sure the Contract can still be delivered even if there’s an unexpected event.  | Yes |
| **Call-Off Schedule 9 (Security)** | What the Supplier must do to ensure that Buyer data and Deliverables are kept secure. | Yes |
| **Call-Off Schedule 10 (Exit Management)**  | What the Supplier needs to do at the end of a Call-Off Contract to help the Buyer continue to deliver public services. | Yes |
| **Call-Off Schedule 11 (Installation Works)** | What the supplier needs to do when installing items for the buyer. | Yes |
| **Call-Off Schedule 12 (Clustering)** | Enables multiple Buyers to join together to procure Deliverables more efficiently. | Yes |
| **Call-Off Schedule 13 (Implementation Plan and Testing)**  | The agreed plan for when the Deliverables will be delivered and tested to ensure they meet the requirements. | Yes |
| **Call-Off Schedule 14 (Service Levels)**  | The standards of service required by the Buyer and what happens when these are not met.  | Yes |
| **Call-Off Schedule 15 (Call-Off Contract Management)** | How the Supplier and the Buyer should work together on the Call-Off Contract. | Yes |
| **Call-Off Schedule 16 (Benchmarking)**  | A process for comparing the value of the Supplier against other providers in the market. | Yes |
| **Call-Off Schedule 17 (MOD Terms)** | Any additional terms required by MOD Buyers. | Yes |
| **Call-Off Schedule 18 (Background Checks)** |  | Yes |
| **Call-Off Schedule 19 (Scottish Law)** | Switches the interpretation of the contract from the laws of England and Wales to Scottish law. | Yes |
| **Call-Off Schedule 20 (Call-Off Specification)** | Further details about what has been ordered under a call-off contract. | Yes |
| **[Add** additional Call-off Schedules if required] |  | As applies |