

Invitation to Tender

Attachment 1 – About the Contract

RM6385 Energy Trading and Risk Management (ETRM) System

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# Welcome

We invite you to bid in this competition for RM6385 Energy Trading and Risk Management (ETRM) System. Our Invitation to Tender (**ITT**) pack comes divided into two main parts:

**Attachment 1 - About the 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 Contract is and what’s in a 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 the process at intention to award is and the Contract award stage.

There are also additional attachments to the ITT pack.

These attachments are:

**Attachment 1a Contract Schedule 2 (Specification)** – forms part of the Contract and sets out the scope of the requirement.

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

**Attachment 2b Certificate of Technical & Professional Capability (COTPA)** – you must get your customer to sign this attachment for your contract example. You must then attach each certificate to the relevant selection questions in the eSourcing Suite (qualification envelope).

**Attachment 3** **Price Matrix** – you must complete the unlocked yellow cells in this attachment and upload to question PQ1 in the eSourcing suite (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 Suite) must complete a copy of Attachment 4a. You must then attach each of the populated attachments to the relevant selection questions in the eSourcing Suite (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 Suite if this is required following FVRA assessment.

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

**Attachment 5a Silver 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 Suite (qualification envelope). Please read **Attachment 5 - Financial Viability Risk Assessment** **(FVRA) Instructions** before completing this document.

All Bidders and consortium members must provide, in addition to their completed Attachment 5a - Silver FVRA Tool 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

**Attachment 6** **Consortia 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 to selection question 1.12.6 in the eSourcing Suite.

**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 Suite (Qualification Envelope)

**Attachment 8** **Frequently Asked Questions Contract**– 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** **Contract Documents –** this folder forms the Contract and consists of:

o Core terms;

o Contract schedules;

o Contract award form (CCS will populate this at contract award)

Make sure you **read all the attachments, and the contract documents,** which can be found within the eSourcing Suite. 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 Suite, 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 Suite 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 Suite at: <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, your consortium, 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’?

For this opportunity, the ‘buyers’ are Crown Commercial Service.

* 1. What Do We Mean by ‘Deliverables’?

Deliverables are the goods and/or services that will be provided under this Agreement as set out in Contract Schedule 1 (Specification).

* 1. Who Are ‘Key Subcontractors’?

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

* be relied on to deliver any of the Deliverables under this 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 Contract. 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 Contract.

* 1. What is the Difference Between a Bidder and Supplier?

A successful Bidder will become the sole Supplier for this Contract.

* 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/government-security-classifications-policy-html) (GSC) Policy came into force on 17 July 2023 and describes how HM Government classifies information assets to ensure they are appropriately protected. It applies to all information that the Government collects, stores, processes, generates or shares to deliver services and conduct business.

* 1. 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. Consequently, we may share with our supplier, Bidders’ responses to the Selection Questionnaire in respect of the Bidders’ financial status.

# **The Opportunity**

The Energy Trading and Risk Management (ETRM) System is used by Trading and Risk teams to manage the CCS energy portfolio for more than 1,200 customers across the Public Sector with a total spend of more than £1.5 billion per annum.

The Energy Trading and Risk Management (ETRM) System is used to record trade and demand forecasts, calculate open positions and valuations based on market prices, and serves as Trading and Risk’s ‘single source of truth’ for portfolio reporting and information.

CCS is seeking to replace its current ETRM by sourcing a replacement, cloud based system.

This is an off-the-shelf ready to deploy software procurement, rather than a software development project.

The ETRM will support CCS’s ability to provide its customers with risk managed products for power and gas.

Remember that the full specification is in Contract Schedule 2 (Specification).

# **What a Contract is**

A Contract sets out terms that allow buyers to receive specific goods and/or services during the life of the Contract.

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

We cannot guarantee any business through this Contract.

* 1. How the Contract is Structured

The Contract will be established for 24 months with the option for us to extend for 3 12 month periods (2+1+1+1).

# **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)

 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.

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) | 11/11/2024 |
| Publication Date (this is the date the ITT pack will be published)  | 11/11/2024 |
| Bidder Session | ~~18/11/2024~~22/11/2024 11:30am – 12:20pm |
| Clarification Questions Deadline | 17:00 27/11/2024 |
| Deadline for our Responses to Clarification Questions | 17:00 02/12/2024 |
| Bid Submission Deadline | 15:00 10/12/2024 |
| Compliance  | From the bid submission deadline through to Award of Contracts |
| Demonstrations  | 13/01/2025 - 15/01/2025 |
| Demonstrations on 13/1/2025 | 9:00-11:0012:00-14:00 15:00-17:00 |
| Demonstrations on 14/1/2025 | 9:00-11:0012:00-14:00 15:00-17:00 |
| Contingency demonstrations on 15/1/2025 | 9:00-11:0012:00-14:00 15:00-17:00 |
| Issue of Intention to Award Notices to Successful and Unsuccessful Bidders | 14/02/2025 |
| End of Mandatory Standstill Period | midnight at the end of 24/02/2025 |
| Award of Contract | 25/02/2025 |
| Contract Start Date | 25/02/2025 |

**Bidder session**

Please note: CCS will be holding a bidder session to provide information and support with placing a bid. This session will be recorded and provided as part of the bid pack published within the eSourcing suite and contracts finder. Any questions asked by bidders during the session will not be answered on the call; they will be answered via the clarification process detailed below.

Please note: joining instructions will be shared via the eSourcing messaging facility. To receive the joining instructions you must register your interest via the eSourcing suite.

**Demonstrations**

Attachment 2 How to Bid requires you to nominate your two favoured demonstration dates/times. After the bids have been received you will be informed via the e-Sourcing suite messaging facility of the demonstration slot that has been allocated to you as soon as possible.

\*A Contingency Demonstration time may be offered in the following circumstances:

* If there is a significant failure of the webinar technology in delivering the video or audio of the demonstration we will make available a contingency time to that bidder.
* If none of the options for the two demonstration meetings that the bidder has applied for are available then we may consider offering a contingency meeting time instead.

If using a contingency demonstration time is required we will confirm this in writing as soon as possible via the e-Sourcing suite messaging facility.

Full demonstration guidance can be found in Attachment 2c Demonstration Instructions and Guidance.

# **When and How to Ask Questions**

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

If you have any questions you need to ask them as soon as possible after the Contract Notice is published. This is because we have set a deadline for submitting questions - the Clarification Questions Deadline.

You need to send your questions to us through the 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.

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 Contract but please do not attempt to ‘negotiate’ the terms. All Contract awards will be made under identical terms.

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

We encourage you to take your own advice on whether TUPE is likely to apply and to carry out due diligence accordingly. However, we don’t think TUPE will apply to this procurement because:

● services are provided to Crown Commercial Service by the outgoing Supplier but there is no organised grouping of employees

● the required services are currently being provided by a Supplier with hosting supplied in house, but there is no organised grouping of employees

● the services will be fundamentally different from the existing services because delivery will be via SAAS (Software-as-a-Service).

# **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 1.9 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 advisors 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, 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 consider 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 Contract.

* 1. Contracting Arrangements for Consortium

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

Otherwise, each member will sign the 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. You MUST ensure you are regularly checking your messages to ensure you are able to respond to our clarifications
* withdraw this ITT pack at any time, or re-invite bids on the same or alternative basis
* choose not to award any Contract as a result of the competition
* make any changes to the timetable, structure or content of the competition
* accept bids submitted after the bid submission deadline
* 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 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
	1. Consequences of Misrepresentation

If a serious misrepresentation by you induces us to enter into a 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, for example if we 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 Contract is Structured**

The Contract is made up of four key components:

1. **- Core Terms**

We will be using the Mid-Tier Contract for this procurement. Please see Attachment 9 Contract Documents and Schedules.

1. **- Contract Award Form**

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

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

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

Do not make any amendments to the Contract Award Form. If any amendments are required, please send a message via the eSourcing Suite outlining the amendments required.

**The Contract Documents**

This table lists and briefly describes each contract document.

|  |  |
| --- | --- |
| Document title | What is it? |
| **Core Terms** | The main legal terms for both Contract and Call-Off Contracts. |
| **Contract Award Form** | Includes important information and contents of a Contract. |
| **Schedules:** | Attachments to the Core Terms which contain important information about specific aspects of buying and selling. |
| **Schedule 1 (Definitions)** | What the capitalised terms in the documents mean and how to interpret the Contract. |
| **Schedule 2 (Specification)** | The Deliverables CCS needs the Supplier to provide to Buyers. |
| **Schedule 3 (Charges)** | The price the Supplier can charge for Deliverables under the Contract. |
| **Schedule 4 (Tender)** | How the Supplier proposes to meet the requirements in the Specification. |
| **Schedule 5 (Commercially Sensitive Information)** | The only information about the Supplier Information that can’t be disclosed or reported to the public. |
| **Schedule 6 (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. |
| **Schedule 7 (Staff Transfer)** | Not used |
| **Schedule 8 (Implementation Plan and Testing)** | The agreed plan for when the Deliverables will be delivered and tested to ensure they meet the requirements. |
| **Schedule 9 (Installation Works)** | Not used |
| **Schedule 10 (Service Levels)** | The standards of service required by the Buyer and what happens when these are not met. |
| **Schedule 11 (Continuous Improvement)** | The requirement that the Supplier always improves how it delivers the Call-Off Contract. |
| **Schedule 12 (Benchmarking)** | Not used |
| **Schedule 13 (Contract Management)** | How the Supplier and the Buyer should work together on the Contract. |
| **Schedule 14 (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. |
| **Schedule 15 (Minimum Standards of Reliability)** | Not used |
| **Schedule 16 (Security)** | What the Supplier must do to ensure that Buyer data and Deliverables are kept secure. |
| **Schedule 17 (Service Recipients)** | Not used |
| **Schedule 18 (Supply Chain Visibility)** | Not used |
| **Schedule 19 (Cyber Essentials Scheme)** | Obligations on the Supplier to maintain cyber security accreditation.Refer to <https://www.ncsc.gov.uk/information/cyber-essentials-faqs> for more information. |
| **Schedule 20 (Processing Data)** | Details about the data processing the supplier is allowed to do. |
| **Schedule 21 (Variation Form)** | How the Supplier, CCS and the Buyer can make a change to an existing Contract. |
| **Schedule 22 (Insurance Requirements)** | The insurance a Supplier needs in case it breaches a Contract or is negligent. |
| **Schedule 23 (Guarantee)** | The document signed by a third party to provide additional assurance to a Buyer that the Supplier will meet their obligations under a contract. Also includes the form of Letter of Intent to Guarantee that is required to be used if you intend to / are required to have a guarantor. |
| **Schedule 24 (Financial Difficulties)** | What the Supplier must do if they are in financial trouble. |
| **Schedule 25 (Rectification Plan)** | The process to follow if a supplier defaults a contract. |
| **Schedule 26 (Sustainability)** | This Schedule contains sustainability requirements for the Supplier to meet, including compliance with environmental, modern slavery, and employment laws. |
| **Schedule 27 (Key Subcontractors)**  | Restrictions on a Supplier switching the subcontractors working on the Contract. |
| **Schedule 28 (ICT Services)** | Additional terms for the delivery of ICT Services. |
| **Schedule 28A (Agile Development Additional Terms)**  | Not used |
| **Schedule 29 (Key Supplier Staff)**  | Not used |
| **Schedule 30 (Exit Management)** | What the Supplier needs to do at the end of a Contract to help the Buyer continue to deliver public services. |
| **Schedule 31 (Buyer Specific Terms)** | Not used |
| **Schedule 32 (Background Checks)**  | Information on background checks required. |
| **Schedule 33 (Scottish Law)** | Not used |
| **Schedule 34 (Northern Ireland Law)** | Not used |
| **Schedule 35 (Lease Terms)** | Not used |
| **Schedule 36 (Intellectual Property Rights)** | Sets out the core intellectual property rights provisions which apply to the contract. |
| **Schedule 37 (Corporate Resolution Planning)** | Requires the Supplier to provide CRP information, in line with the Playbook [Guidance Note about Resolution Planning](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/987142/Resolution_planning_guidance_note_May_2021.pdf). |

# **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 Contract may have requirements that can be met under this Contract but the purchase of which may be exempt from the Procurement Regulations. In such cases, Call-Offs from this Contract will be unregulated purchases for the purposes of the Procurement Regulations, and the buyers may, at their discretion, modify the terms of the Contract 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

Address: Armed Forces Covenant Team, Zone D, 6th Floor, Ministry of Defence, Main Building, Whitehall, London, SW1A 2HB

* 1. Paragraphs 11.1 – 11.4 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.