



Crown
Commercial
Service

CCS Needs

Technology Services 2 RM3804



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Commercially Sensitive

Making the competition work

1. We run our competitions so that they are fair and transparent for all bidders. This section (Making the competition work) sets out the conditions of participation for this competition. It needs to be read together with the second section (The Framework) and The Invitation, The Customer Needs and Your Offer.

What you can expect from us

2. We will not share any information from your bid with third parties, apart from other central government bodies, which you have identified as being confidential or commercially sensitive. However, we may share this information if the Regulations, the Freedom of Information Act 2000 (FOIA) or any other law allows us to.

What we expect from you

3. You must comply with the rules in this bid pack and any other instructions given by us. You must also ensure members of your consortium, group companies, sub-contractors or advisers comply.

You:

- May submit one standard bid.

Your bid must remain valid for 120 days after the Bid Submission Deadline.

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

Involvement in multiple bids

4. If you are connected with another bid for the same requirement or Lot (as applicable), we may make further enquiries. For example, where:
 - you submit a bid in your own name and as a sub-contractor and/or a member of a consortium connected with a separate bid; or
 - you submit a 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; or
- 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.

Contracting Arrangements

5. Only you or, as applicable, your sub-contractors (as set out in your bid) or consortium members can provide goods and/or services through the framework agreement.

Contracting Arrangements for Consortia

6. We may require a consortium to form a specific legal entity when signing a framework agreement. We may also require a member to sign a framework guarantee on behalf of the legal entity.
7. Otherwise, each member will sign the framework agreement.

Bidder conduct and conflicts of interest

8. You must not attempt to influence the contract award process without our instructions. For example, you shall 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 our staff or advisors in relation to this competition.
 - Attempt to obtain information from any of our staff or advisors about another bidder or bid.
9. 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.

Confidentiality and Freedom of Information

10. You must keep the contents of this bid pack confidential (including the fact that you have received it). This obligation shall not apply insofar as:

- enabling you to submit a bid;
- compliance with a legal obligation; or

Publicity

11. You must not publicise the goods and/or services or the award of any contract unless we have given express written consent. For example, you are not allowed to make statements to the media regarding any bid or its contents.

Our rights

12. 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.
- 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 tender submission and award. Or, if you do tell us, allowing 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.
- Withdraw this bid pack at any time, or re-invite bids on the same or alternative basis.
- Choose not to award any contract or Lot as a result of the competition.
- Choose to award different Lots at different times.
- Make whatever changes to the timetable, structure or content of the competition.

General

Bid costs

13. We will not pay your bid costs on any ground e.g. if we terminate or amend the competition.

Warnings and disclaimers

14. We will not be liable:

- where parts of the bid pack are not accurate, adequate or complete ;
or
- for any written or verbal communications.

15. You carry out your own due diligence and rely on your own enquiries.

16. This bid pack is not a commitment by us to enter into a contract.

Intellectual Property Rights

17. The bid pack remains our property. You shall use the bid pack only for this competition.

18. 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.

19. Our advisors, sub-contractors or other government bodies can use your bid for the same purposes.

The framework

Making the framework work

1. You must read the RM3804 TS2 Framework document in order to understand the Framework terms that are required under this procurement.
They will form the legal relationship between you and us.
2. If we accept your bid, the framework terms will be personalised to include aspects of your bid, ready for signing by you and us. We will finalise the framework start date at that time.
3. You must sign your framework agreement within 10 days of being asked. If you do not sign, our acceptance of your bid will lapse.
4. We will use Framework Schedule 8 (Framework management) to manage the framework.
5. After the framework start date, customers can buy from suppliers using the framework. They will do this using Framework Schedules 5 (Call Off Procedure) and 6 (Award Criteria).
6. The call off terms are in Framework Schedule 4. This consists of the Template Order Form, Template Call Off Terms and Alternative and Additional Call Off Provisions (saved as separate documents).
7. You will find the contract documents in the Zip file called **RM3804 Contract Documents** which is attached to this event.