

**CCS Needs**

RM3810 Quality Assurance (QA) and Testing for IT Systems



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Part A – Making the competition work

We run our competitions so that they are fair, transparent and equitable for all suppliers. This Part A sets out the conditions of participation for this competition. The conditions need to be read together with Part B and The Invitation, The Buyer Needs and Your Offer.

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# 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. 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

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 advisors comply.

You must submit one bid, comprising of:

* The Selection Questionnaire
* The Award Questionnaire (Award Stage)

You may only bid for mini competitions, if you are successful at the Selection and Award Stage

Any bid submitted must:

* meet our minimum requirements,
* operate as a standalone bid and,
* not be dependent on any other bid or any other factors external to the bid itself. That is, any bid must be capable of being accepted by us in its own right.
* You must not answer questions by cross referring to other answers or to other materials (e.g. annual company reports located on a web site). Each question answered must be complete in its own right.

Your bid must remain valid and capable of acceptance for 180 days after the Bid Submission Deadline.

Your bid must be in English and must be made through the eSourcing Suite and SID4GOV only.

Involvement in multiple bids

If you are connected with a bid for the same requirement or Lot (as applicable), we will 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 distortion 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

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

Consortia arrangements for Consortia

We may require a consortium to form a specific legal entity when signing a Agreement. We may also require a member to sign an Agreement guarantee on behalf of the legal entity.

Otherwise, each member will sign the Agreement.

Bidder conduct and conflicts of interest

You must not attempt to influence the contract award process. For example, you shall 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 our staff or our advisors in relation to this procurement.
* Attempt 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.

Confidentiality and Freedom of Information

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

* enabling you to submit a bid;
* compliance with a legal obligation;
* the ITT has been published in accordance with this document

As a public body, we are subject to the provisions of the FOIA for information we hold (including third-party information). Any person may make a request for information.

You should be aware that, in compliance with our transparency obligations, we routinely publish details of our contract(s), including the contract values and the identities of our suppliers on our website without consulting the provider of that information.

Publicity

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

We reserve the right to:

* Waive or change the requirements of this bid pack from time to time without notice.
* Verify information, seek clarification, request evidence or further information in respect of your bid.
* Exclude you:
  + If you submit a non-compliant bid.
  + If your bid contains false or misleading information.
  + If you fail to tell us of any change in the contracting arrangements, 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 to re-invite bids on the same or any alternative basis.
* Choose not to award any contract 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.

# General

Bid costs

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

Warnings and disclaimers

We will not be liable:

* where parts of the bid pack are not accurate, adequate or complete;

or

* for any reliance you place on 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.

Intellectual Property Rights

This bid pack remains our property. You must use the bid pack only for this competition.

You allow us to copy, amend, or reproduce your bid so we can:

* run the competition
* comply with the law and guidance;
* carry out business

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

Part B – The Agreement

# Making the Agreement work

If you are successful in this procurement process then, subject to contract, you will have commitments to us for the life of the Agreement, as well as to Buyers who award Call-Off Contracts.

The agreement commitments are contained in the [RM3810 Framework agreement terms](http://ccs-agreements.cabinetoffice.gov.uk/procurement-pipeline/digital-future)

Together, these form a single set of Agreement terms and schedules. They will be the contractual basis of the relationship between you and us.

If we accept your bid, the Agreement terms will be personalised to include aspects of your bid, ready for signing by you and us. We will finalise the Agreement start date at that time.

You must sign your Agreement within 10 days of being asked. If you do not sign, our acceptance of your bid will lapse.

After the Agreement start date, customers can buy from suppliers using the Agreement. They will do this using the RM3810 Call-Off Procedure (and Mini Competition Procedure)

# Management Information Requirements

The management of the agreement will be in accordance with [RM3810 Management Information Requirements.](http://ccs-agreements.cabinetoffice.gov.uk/procurement-pipeline/digital-future)

# Self Audit Certificate

Where required, you may be asked to complete a Self Audit Certificate. A copy of this form can be found [here](http://ccs-agreements.cabinetoffice.gov.uk/procurement-pipeline/digital-future).