



Invitation to Tender

Attachment 1 – About the contract

RM6129 – Online Tests and Assessment Platform

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# Welcome

We invite you to bid in this competition for RM6129 Online Tests and Assessment Platform.

This procurement is being run by Crown Commercial Service (The Agent) on behalf of Cabinet Office (The Authority). The Supplier will provide the services to Civil Service HR (CSHR) (The Customer). CSHR are an agency of Cabinet Office.

Our Invitation to Tender (**ITT**) pack comes in 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.

**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 contract award stage.

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

There are also 12 other attachments to the ITT pack.

These attachments are:

Attachment 2a Selection questionnaire

Attachment 3 Pricing 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

Attachment 9 Contract award form population template

Attachment 10 Contract Schedule 2 (Specification)

Attachment 10a - Annex 1 Oleeo-Assessment Provider Web Service Interface Guide

Attachment 11 Platform Demonstration guidance

Attachment 11a - Annex 1 - CSHR - test – prototypes

Attachment 12 – Contract Award Form

Make sure you **read all the attachments, and the contract documents**. 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 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 “the Authority” or “us” we mean Cabinet Office

When we use “CCS”, “the Agent”, “we” 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’?

Buyers are the Authority.

* 1. What do we mean by ‘deliverables’?

Deliverables are the services that will be provided under this contract agreement as set out in Contract Schedule 1 (Specification).

* 1. Who are ‘key subcontractors’?

Key subcontractors are any other person 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?

Successful bidder will become supplier.

* 1. The Public Contracts Regulations 2015

The Public Contracts Regulations 2015 (“the Regulations) regulate how we procure. This means that we and you have follow processes that are fair, transparent and equitable for all bidders.

1. The opportunity

Crown commercialServices are acting as an ‘Agent’ and will be conducting this procurement on behalf of the Cabinet Office, the ‘Authority’.

The purpose of the contract is to provide Civil Service HR (CSHR) ‘The Customer’, at test platform responsible for the delivery of online tests and assessments for recruitment across the Civil Service departments (circa 400,000 staff). The requirement is to provide a platform for authoring, assembling and delivering online tests and assessments.

The platform will provide as software- software-as-a-service including the support to manage and maintain the platform. The test platform is required to allow independent access to the client’s users instead of this work being handed to the supplier.

1. What a contract is

A contract, with a single supplier, sets out terms that allow the customer to make specific purchases for 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 their own contract, which will be signed by you and us. The contract will be managed by you and us.

We cannot guarantee any business through this contract.

1.
2. 1. How the contract is structured

This competition is for a single Supplier Contract.

The contract will be established for 24 months with the option for us to extend for 12 months plus 12 months.

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 Tenders Electronic Daily (TED) and our website https://ccs-agreements.cabinetoffice.gov.uk/procurement-pipeline.

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.

1. 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) | 02/11/2018 |
| Publication date (this is the date the ITT pack will be published)  | 05/11/2018 |
| Clarification opens | 06/11/2018 |
| Clarification questions deadline | 17:00 19/11/2018 |
| Deadline for our responses to clarification questions | 17:00 26/11/2018 |
| Bid submission deadline | 15:00 03/12/2018 |
| Issue of intention to award notices to successful and unsuccessful bidders | 08/03/2018 |
| End of mandatory standstill period | midnight at the end of 18/03/2018 |
| Award of contract | 19/03/2018 |
| Contract start date | 20/03/2018 |

1. 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.

1. Management information and management charge

If you are awarded a contract you will need to send to us management information as outlined in Contract Schedule 1 – Specification.

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.
2.
3.
4.
5. 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 120 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 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 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 contract.

* 1. Contracting arrangements for consortium

We may require a consortium to form a specific legal entity when signing a contract. We may also require a member to sign a guarantee for the legal entity.

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 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 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
* withdraw this ITT pack at any time, or re-invite bids on the same or alternative basis
* choose not to award a contract as a result of the competition
* 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 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. How the contract is structured

The contract is made up of four key components:

* **Clauses**

These are the main legal terms for the contract. The clauses contain the commercial terms and govern the supplier’s relationship with the Authority at contract level.

* **Schedules**

Each contract has mandatory schedules. The schedules are used with the clauses.

* **Contract award page**

You must sign and return the Contract Award Form within 5 days of being asked. If you do not sign and return, we will withdraw our offer of a Contract.

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

We do not consider that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”) to be an issue in respect of this procurement at **framework** level, as there is no organised grouping of employees.

Please note: It is your responsibility to take your own advice and consider whether TUPE is likely to apply and to act accordingly. You are encouraged to carry out your own due diligence exercise.

1. The Armed Forces Covenant
2. 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.
3. 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 1 – 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.