



Crown  
Commercial  
Service

# Invitation to Tender

## Attachment 1 – About the Contract

RM6324 Conversion Therapy – Victim Support  
Services

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# Welcome

We invite you to bid in this competition for RM6324 Conversion Therapy – Victim Support Service. 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 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 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>

You can book for online training for the CCS eSourcing suite at:

<https://www.crowncommercial.gov.uk/esourcing-training>

There are also additional attachments to the ITT pack.

These attachments are:

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

**Attachment 2a Selection questionnaire** – you must complete the questions detailed in this questionnaire online 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 4 Information and declaration workbook** – if you are relying upon any other organisation, including key subcontractors or consortium members, to meet the selection, you must get **each of the organisations** to populate this attachment. You must then attach each of the populated attachments to the relevant selection questions in the eSourcing Suite (qualification envelope).

**Attachment 5 Financial assessment template** – this is for information only, you do not need to populate this template as part of your bid

**Attachment 6 Consortia details** – you should complete this spreadsheet if you are bidding as the lead member of a consortium and attach to selection question 1.8.3 in the eSourcing Suite (qualification envelope).

**Attachment 7 Key subcontractor details** – you should complete this spreadsheet if you intend to use Key Subcontracts in your bid and attach to selection question 1.10.1 in the eSourcing Suite (qualification envelope).

**Attachment 8 Terms and Conditions** – this folder forms the Contract and consists of:

- Core terms;
- Contract schedules;
- 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'.

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>

# 1. What you need to know

## 1.1 Who is the Authority and the Agent

“The Authority” means the Cabinet Office.

Crown Commercial Service (CCS) are acting on their behalf, acting as their “Agent”.

## 1.2 What ‘we’ and ‘you’ means

When we use “CCS”, “we”, “us” 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.

## 1.3 Who are ‘buyers’?

In this case, the Buyer and the Authority are the same.

## 1.4 What do we mean by ‘deliverables’?

Deliverables are the goods and/or services that will be provided under this Contract agreement as set out in Attachment 1a Specification.

## 1.5 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)

You need to provide details of your key subcontractors in Attachment 7. If you are relying upon any of those key subcontractors to meet the selection criteria, you must ensure each of those key subcontractors populate Attachment 4 – Information and Declaration Workbook.

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.

## 1.6 What is the difference between a bidder and supplier?

Successful bidders will become suppliers.

## 1.7 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.

## 1.8 Government Security Classifications (GSC)

On 02/04/2014 the Government introduced its Government Security Classifications (GSC) classification scheme to replace the current Government Protective Marking System (GPMS). A key aspect of this was the reduction in the number of security classifications used.

You are encouraged to make yourself aware of the changes and identify any potential impacts in your Bid, as the protective marking and applicable protection of any material passed to, or generated by, you during this competition, or pursuant to any Contract awarded to you as a result of this competition, will be subject to the GSC from 02/04/2014. The link below to the Gov.uk website provides information on the GSC:

<https://www.gov.uk/government/publications/government-security-classifications>

## 2. The opportunity

The Authority requires the development, set-up and operation of a helpline and website that will direct clients to relevant, existing services and provide initial pastoral support to individuals who have gone through, are going through, or are at risk of conversion therapy practices. The helpline and website will be collectively known as the Conversion Therapy Victim Support Service. The service will be required to direct clients to existing support and to provide information and, when necessary, direct support to vulnerable persons, whilst the website will be expected to provide public information and resources on the topic of conversion therapy.

That the service required provides guidance and signposting to relevant services that users may require, such as counselling, options for making a report to the police, and other public services such as emergency housing. The service should also provide support to professionals who may be concerned about an instance of conversion therapy and are seeking support on what action to take.

### **3. What a Contract is**

The Contract sets out terms that allow the buyer to make specific purchases during the life of the Contract. This competition is for a single supplier Contract.

If you are the successful Supplier, we will use the information you have provided in your bid, including your pricing to personalise your Contract. The Authority and you will sign the Contract. The Authority and you will manage the Contract.

The estimated value of the Contract is set out in the contract notice.

We cannot guarantee any business through this Contract.

#### **3.1 About the Contract**

The Contract will be established for 24 months with the option for us to extend for a further 12 months.

### **4. 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.

### **5. Overview of the competition**

#### **5.1 Selection stage**

At the selection stage, we will evaluate Bidders' technical, professional and financial capabilities to deliver the services of this Contract.

#### **5.2 Award stage**

At the Award stage part, we will evaluate the Bidders' responses to the quality questionnaire in the eSourcing suite ("Quality Evaluation"); and we will evaluate the values tendered in the price matrix ("Price Evaluation), in accordance with the instructions provided in Attachment 2 – How to bid.

## 6. 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)	11/02/2022
Publication date (this is the date the ITT pack will be published)	11/02/2022
Clarification questions deadline	12:00 14/02/2022
Deadline for our responses to clarification questions	17:00 21/02/2022
Bid submission deadline	15:00 28/02/2022
Compliance	From the bid submission deadline through to Award of Contract
Issue of intention to award notices to successful and unsuccessful bidders	18/03/2022
End of mandatory standstill period	midnight at the end of 28/03/2022
Award of Contract	29/03/2022



## 7. 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.

## 8. Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE")

We don't think TUPE will apply to **Contracts** because:

- The required services are not currently being provided either in-house or by a supplier

We encourage you to take your own advice on whether TUPE is likely to apply and to carry out due diligence accordingly.

## 9. 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.

### 9.1 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.

### 9.2 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 12 months after the bid submission deadline.

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

### 9.3 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.

### 9.4 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 considers necessary to prevent or stop any collusive behaviour.

## 9.5 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.

## 9.6 Contracting arrangements for consortium

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

Otherwise, each member will sign the Contract.

## 9.7 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.

## 9.8 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.

## 9.9 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.

## 9.10 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
- 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

## 9.11 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).

## 9.12 Bid costs

We will not pay your bid costs for any reason, for example if we terminate or amend the competition.

## 9.13 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.

## 9.14 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.

## 9.15 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.

## 10. How the Contract is structured

The Contract is made up of a number of key components which can be found in the Attachment 8 Terms and Conditions as part of this Bid Pack.

### 10.1 Core terms

These are the main legal terms for the Contract. The core terms contain our standard commercial terms and govern the supplier's relationship with us at Contract level.

### 10.2 Schedules

The Contract has schedules that are used with the core terms.

The table below describes the purpose of each of these schedules.

### 10.3 Contract Award Form

The Contract Award Form contains important details about the contents of the Contract. It lists all of the schedules that have been selected for the Contract.

This form is the basis of the Contract between the supplier and the Authority. If you are awarded 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.

### 10.4 The Contract Documents

This table lists and briefly describes each contract document that can be found within 'Attachment 8 Terms and Conditions'.

Document title	What is it?
<b>Core Terms</b>	The primary terms to the Contract
<b>RM6204 Rail Legal Services - Contract Schedules</b>	
<b>Schedule 1 (Definitions)</b>	What the capitalised terms in the documents mean and how to interpret the Contract
<b>Schedule 2 (Specification)</b>	The primary clauses to the Contract

<b>Schedule 3 (Charges)</b>	How the Supplier will deliver the deliverables pursuant to its bid.
<b>Schedule 4 (Tender)</b>	How the Supplier proposes to meet the requirements in the Specification.
<b>Schedule 5 (Commercial Sensitive Information)</b>	A list of the Supplier's commercially sensitive information.
<b>Schedule 6 (Transparency Reports)</b>	The information about the Contract that the Buyer needs from the Supplier so that it can meet its public accountability and transparency requirements.
<b>Schedule 13 (Contract Management)</b>	How the Supplier and the Buyer should work together on the Contract.
<b>Schedule 10 (Services Levels)</b>	The standards of service required by the Buyer and what happens when these are not met.
<b>Schedule 14 (Business Continuity and Disaster Recovery)</b>	What the Supplier must do to make sure the Contract can still be delivered even if there's an unexpected event.
<b>Schedule 16 (Security)</b>	What the Supplier must do to ensure that Buyer data and Deliverables are kept secure.
<b>Schedule 19 (Cyber Essentials Scheme)</b>	Obligations on the Supplier to maintain cyber security accreditation. Refer to <a href="https://www.ncsc.gov.uk/information/cyber-essentials-faqs">https://www.ncsc.gov.uk/information/cyber-essentials-faqs</a> for more information.
<b>Schedule 21 (Variation Form)</b>	How the Supplier and the Authority can make a change to an existing Contract.
<b>Schedule 22 (Insurance Requirements)</b>	The required level of insurance which the Supplier must have in place.
<b>Schedule 23 (Guarantee)</b>	The document signed by a third party to provide additional assurance to a Buyer that the Supplier will meet their obligations under the 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.

<b>Schedule 25 (Rectification Plan)</b>	The process to follow if a supplier defaults a contract.
<b>Schedule 26 (Corporate Social Responsibility)</b>	Agreement that the Supplier behaves as a good corporate citizen.