**Bid Pack**

**Attachment 1 – About the Procurement**

ITT\_21700

Provision of DWP Parliamentary Courier Service

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## **Welcome**

## We invite you to bid in this competition for Provision of DWP Parliamentary Courier Service (PCS). This Bid Pack comes in two main parts:

## **Attachment 1 - About the Procurement** – what the opportunity is, who can bid, the timelines for this competition and how to ask questions. Plus:

## Making the competition work - sets out the rules of this competition.

## There are 7 additional attachments to this Bid Pack:

## **Attachment 2 – How to Bid**

## **Attachment 3 - Statement of Requirements (SoR)**

## **Attachment 4 - Pricing Schedule.**

## **Attachment 5 – Contract Order Form including Schedules**

## **Attachment 6 - Commercially Sensitive Information Declaration**

## **Attachment 7 – Employee Liability Information**

* + 1. **Attachment 8 - TUPE Alternative View**

## Make sure you **read all the attachments**. The guidance, information and instructions that we provide are there to help you to make your best bid.

## If anything isn’t clear please refer to Section 5 ‘When and how to ask clarification questions’.

## **The Opportunity**

## This Procurement will establish a single Supplier Contract for the provision of DWP Parliamentary Courier Service. The Goods and Service are described in detail within **Attachment 3 - Statement of Requirements.**

## The contract will be for an initial 3-year period with two options to extend in 1 yearly increments reviewed on an annual basis. (3+1+1).

## This Contract will be between the successful Bidder and the Contracting Authority.

## The intention will be for the Contracting Authority to have a contract with a single Supplier.

## This Procurement is undertaken in accordance with the Public Contracts Regulations 2015. The Contracting Authority cannot guarantee volumes of work.

## The Contracting Authority is seeking proposals for the provision of DWP Parliamentary Courier Service.

## **What You Need To Know**

## **What ‘We’ and ‘You’ Means**

## When we use ‘Contracting Authority’, ‘Customer’, ‘Authority’ or ‘Client’ we mean the specific department/organisation who the goods/service will be delivered to and to whom you will enter into any contract.

## When we use ‘you’ or ‘your’ we mean your organisation, or the organisation you represent, in this competition.

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

## **Who Can Bid**

## You are able to bid with named subcontractors to deliver parts of the requirements.

## We recognise that subcontracting can change. You must tell us about any changes to the proposed as soon as you know. If you do not, you may be excluded from this competition.

* 1. **TUPE**

## Your attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended (“TUPE Regulations”). It is the Authority's view that TUPE is likely to be applicable if the Procurement Process results in a Contract being entered into in respect of the Services.

## However, the Authority is not liable for this opinion and Bidder’s should obtain their own legal advice on the applicability of TUPE. The Authority expects any bids to be made on the basis that TUPE does apply.

* + 1. If you have a contrary view to that of the Authority on the applicability of TUPE, it would be helpful if you would advise the Authority using the template on the Portal and submit your response via the Portal’s messaging system giving the reasons no later than one (1) week prior to the **Submission Deadline**.

*Transferring Employees*

* + 1. Bidder attention is drawn to the staff transfer provisions set out in **Attachment 5 – Contract Order Form with Schedules – Schedule 7 (Staff Transfer).**
    2. An indicative list of the employees (together with the relevant employment details) who are likely to transfer to the successful Bidder on the Contract Start Date (as defined in **Attachment 5 – Contract Order Form with Schedules**) is set out in theTUPE Employee Liability Information template on the Portal. This list is indicative only.
    3. The TUPE Data has been supplied by the former Supplier to support the Procurement Process. The Authority has no control over the content of the TUPE Data and has not verified or approved the TUPE Data. It is provided for Bidder’s who may wish to take their own professional or specialist advice on the basis of the following terms of use:

The Department does not make any representations, warranties or guarantees, whether express or implied, that the TUPE Data is accurate, complete or up to date;

TUPE Data is provided for information only. It is not intended to amount to advice on which Bidder’s should rely. Bidder’s should obtain professional or specialist advice before taking, or refraining from, any action on the basis of the TUPE Data.

By accessing the TUPE Data the Bidder hereby confirms and accepts the above terms of use. If the Bidder does not agree to these terms, the TUPE Data must not be accessed by the Bidder.

* + 1. Bidder Pricing Models in the Commercial Envelope must include the costs associated with the TUPE transfer of employees (including pension costs). If the costs associated with a TUPE transfer (including pension costs) are subsequently found to be lower than envisaged, the Bidder shall only pass through those costs (including pension costs) actually incurred (such costs to be capped at the figure inserted by the Bidder in their Pricing Model).

*Pensions of Transferring Employees*

* + 1. Bidder attention is drawn to the pension provisions set out in **Attachment 5 – Order Form with Schedules – Schedule 7 (Staff Transfer).**
    2. Bidder’s will be aware that rights provided under occupational pension schemes relating to old age, survivors and injury benefits do not transfer under TUPE. However, in relation to those employees who originally transferred from the public sector (and who continue to work on the outsourced service) certain pension protections will nevertheless continue to apply. These protections are generally referred to as ‘fair deal’ protections (from the name of the Government Policy which originally provided for such protection to be given in Public Sector outsourcing situations).
    3. In October 2013, updated guidance on the fair deal policy was issued by HMT (referred to as **“New Fair Deal”** in **Attachment 5 – Order Form with Schedules – Schedule 7 (Staff Transfer)**). Consequently, where TUPE applies, Bidder’s must make appropriate arrangements to ensure that those transferring employees with ‘New Fair Deal’ protected pension rights continue to receive appropriate protection. As a result of the new guidance, this continued protection will now take the form of the Successful Supplier becoming an admitted employer into the Civil Service Pension Schemes (“CSPS”) so that those who are eligible to participate in the CSPS retain their eligibility. Further information regarding the application of the New Fair Deal policy, together with the template admission agreement for the CSPS can be found below:

<https://www.gov.uk/government/publications/fair-deal-guidance>

<http://www.civilservice.gov.uk/pensions/guidance-for-employers/applying-to-join>

* + 1. The link to the Admission Agreement for CSPS is as follows. Please note, the current version at the time of signing will be used:

<http://www.civilservicepensionscheme.org.uk/employers/applying-to-join-civil-service-pensions/new-fair-deal/>

The list of employees that participate in the CSPS and require New Fair Deal protection in respect of their pension is on the Portal.

## **Timelines for the Competition**

## These are our intended timelines. We will try to achieve these but, for a range of reasons, dates can change. We will tell you if and when timelines change.

|  |  |
| --- | --- |
| **DATE** | **ACTIVITY** |
| 07/02/2022 | Launch of Procurement via e-Sourcing suite |
| 07/02/2022 | Clarification period starts |
| 16/02/2022 (17:00) | Clarification period ends  (“**Bid** **Clarification Deadline**”) |
| 18/02/2022 | Deadline for the publication of responses to clarification questions |
| 25/02/2022 (12:00) | Deadline for submission of Bids  (“**Bid Submission Deadline**”) |
| 28/02/22 | Commencement of Evaluation Process |
| 01/04/2022 | Notification of intention to award the contract and the start of ‘Standstill’ period |
| 10/04/2022 | End of ‘Standstill’ period |
| 11/04/2022 | Issue Contract Award Letter |
| 12/04/2022 – 01/05/2022 | Contract Mobilisation period |

## **When and How to Ask Clarification Questions**

## We hope everything is clear after you have read this Bid Pack.

## If you have any questions you will need to ask them as soon as possible after the procurement event is published. This is because we have a set deadline for Bidders to submit clarification questions and the Authority to respond to them – the clarifications questions deadline (refer to timelines for competition above). This gives you the opportunity to check that you understand everything before you submit your bid.

## You need to send your questions through the e-Sourcing 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 competition but please do not attempt to ‘negotiate’ the terms. The Contract Award will be subject to the terms and conditions identified in the Bid Pack.

## **Making the Competition Work**

## We run our competitions so that they are fair and transparent for all Bidders. This section sets out the rules of this competition.

## **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 stakeholders in the competition. 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.

## Please complete **Attachment 6 - Commercially Sensitive Information Declaration.**

## **What we expect from you**

## You must comply with the rules in the Bid Pack and any other instructions given by us. You must also ensure members of your consortium (if relevant), group companies, subcontractors or advisers comply.

## You may:

## Submit one bid.

## Your bid must remain valid for 90 days after the bid submission deadline.

## You must submit your bid in English and through the e-Sourcing suite only.

## **Involvement in multiple bids**

## If you are connected with another bid for the same requirement, we may make further enquiries. For example, where you either submit a bid:

## In your own name and or as a subcontractor and or as 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 doesn’t 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.

## **Contracting arrangements**

## Only you or, as applicable, your subcontractors (as set out in your bid) or consortium members (if relevant) can provide goods and/or services through the Contract.

## **Bidder conduct and conflicts of interest**

## You must not attempt to influence the Contract Award process. For example, you must not ever directly or indirectly:

## Collude with others over the content and submission of bids. However, you may work in good faith with a proposed partner, supplier, consortium member (if relevant) or provider of finance.

## Canvass our staff or advisors about this competition.

## Try to get information from any of our and/or Contracting Authority staff or advisors about another Bidder or Bid.

## You must ensure that no conflicts of interest exist between you and the Contracting Authority. 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 the Bid Pack confidential (including the fact that you have received it). This obligation does not apply to anything you have to do to:

## Submit a bid.

## Comply with a legal obligation.

## **Publicity**

## You must not publicise the deliverables or the award of any contract unless the Contracting Authority have given written consent. For example, you are not allowed to make statements to the media about any bid or its contents.

## **Our rights**

## We reserve the right to:

## Waive or change the requirements of the Bid Pack from time to time without notice.

## Verify information, seek clarification or require evidence or further information about your bid.

## Withdraw the Bid 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.

## 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 award.

## The change in the contracting arrangements would result in a breach of procurement law.

## For any other reason provided in the Bid Pack.

## For any reason set out in the Public Contracts Regulations 2015.

## **Consequences of misrepresentation**

## If a serious misrepresentation by you induces the Contracting Authority 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 PCR 2015.

## Sued by the Contracting Authority for damages, the Contracting Authority 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 procurement for five years under reg. 57(1) of the PCR 2015 (subject to self-cleaning).

## **Bid costs**

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

## **Warnings and disclaimers**

## Neither us nor the Contracting Authority will be liable for:

## Where parts of the Bid 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.

## The Bid Pack is not a commitment by the Contracting Authority to enter into a Contract.

## **Intellectual Property Rights**

## The Bid Pack remains our property. You must use the Bid 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.