



Crown
Commercial
Service

Invitation to Tender

Attachment 1 – About the contract

RM6214 - Project Leadership Programme (PLP)

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Welcome

We invite you to bid in this competition for RM6214 Project Leadership Programme. Our Invitation to Tender (ITT) pack comes 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 the 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>

There are also 11 of attachments to the ITT pack.

These attachments are:

Attachment 2a **Selection questionnaire** – you must complete the questions detailed in this questionnaire online in the eSourcing Suite (qualification envelope)

Attachment 2b **Contract Example Certificate**– you must complete and attach this document at question 1.32.4 of the Selection Questionnaire

Attachment 2c **Award Questionnaire** - you must complete the questions detailed in this questionnaire online in the eSourcing Suite (Technical envelope)

Attachment 3 **Price matrix** – you must complete the unlocked orange 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 criteria, 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** – 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 1.10.4 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 1.12.3 in the eSourcing Suite (qualification envelope)

Attachment 8 **Bidder guidance** – these documents provide guidance on how to submit your bid within the eSourcing Suite.

Attachment 9 **Contract Award Form Population Template** – you must complete this and attach to question 1.31 to enable us to populate your award form in the event that you are successful in the competition.

Attachment 10 **Frequently Asked Questions (Contract)** – you do not need to submit this as part of your Bid. This document contains a list of questions and answers relating to our competitions that may be helpful to you.

Attachment 11 **Non-disclosure agreement**– you must complete this and return it via the eSourcing Suite messaging service to receive the TUPE information.

Make sure you **read all the attachments, and the contract documents** which can be found <https://www.crowncommercial.gov.uk/agreements/RM6214>. 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

What 'we' and 'you' means

When we use “CCS”, “we”, “us” or “our” we mean Crown Commercial Service

“The Authority” means Cabinet Office with Infrastructure and Projects Authority (IPA) acting on their behalf and Crown Commercial Service (CCS) acting as it's agent.

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.

Who are 'buyers'?

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

What do we mean by 'deliverables'?

Deliverables are the services that will be provided under this contract agreement as set out in Contract Schedule 2.1 (Specification).

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.

What is the difference between a bidder and supplier?

The successful bidder will become a supplier.

The Public Contracts Regulations 2015

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 bidders. We will be using the Regulations following a ‘light touch’ procedure (Regulations 74 to 77).

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 Cabinet Office represented by the Infrastructure and Projects Authority (IPA) is seeking to establish a Contract for the continued provision of the Project Leadership Programme (the “PLP”).

The PLP was officially launched in 2015. It is aimed at leaders who hold key delivery roles in government projects.

The current PLP is based on three key leadership competencies: leadership of self, commercial leadership and technical project leadership. Its content combines expert academic theory with practical hands-on learning. Its format currently includes 4 residential modules, elective classes, coaching and online tools such as bespoke 360° feedback and a participant information portal.

The Authority are seeking to work collaboratively with the Supplier to revise, innovate, develop and finalise the design of the PLP, in terms of the content, structure, teaching and learning approach and other services including course administration, quality assurance, performance management and participant learning support processes. The Supplier will be required to propose a programme design that can be delivered through a residential model and be able to be adapted to a more flexible non-residential version.

The Supplier shall also be required to deliver the PLP as directed by the Authority, throughout the duration of the Contract.

Remember that the full specification is in Schedule 2.1, Annex 1 - Specification

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 and the Authority anticipates that bids will be received via consortia.

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 OJEU contract notice.

How the contract is structured

The Contract will be established for 36 months with the option for the Authority to extend for a maximum of a further 24 months in up to 12 month stages (3+1+1).

This Contract does not have any lots.

4. Who can bid

We are running this competition using the light touch procedure in the style of an 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://www.crowncommercial.gov.uk/agreements/RM6214>.

You can submit a bid as a single legal entity although the Supplier is anticipated to be a consortium who together offer the blend of services required. You can also 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. 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)	27/03/20
Publication date (this is the date the ITT pack will be published)	30/03/20
Clarification questions deadline	15:00 15/04/20
Deadline for our responses to clarification questions	21/04/20
Bid submission deadline	15:00 28/04/20
Compliance	from the bid submission deadline through to Award of Contract
Issue of intention to award notices to successful and unsuccessful bidders	31/07/20
End of mandatory standstill period	midnight at the end of 07/08/20
Award of contract	
Contract start date	

6. When and how to ask questions

We hope everything is clear after you have read 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.

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

We think that TUPE may apply to **this Contract**:

- services which are fundamentally the same as what we need under this procurement are currently being provided either in-house or by a supplier
- there are organised groupings of employees delivering services
- the responsibility for delivering those or comparable services will transfer to the supplier who is awarded the Contract.

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

You can see the provisions we make and the indemnities which will be given if TUPE is to apply under the Contract in Paragraph 14.9 (Staff Transfer) within Front End Contract. No further indemnities will be provided.

Based on the assumption that TUPE may apply under the contract, we have acquired information relating to the employees of the incumbent supplier.

To receive the TUPE information you must complete the non disclosure agreement – Attachment 10 and return it via the eSourcing suite messaging service. When we receive your completed non disclosure agreement, we will then send the TUPE information to you via the eSourcing suite.

If you do not provide a completed Non-Disclosure Agreement (NDA) Attachment 10 and fail to receive a copy of the TUPE information your bid will be excluded from further participation in this procurement.

We don't represent that the TUPE information is complete or accurate. We can't say what effort will be required to deliver the services.

All the TUPE information is deemed to be strictly confidential and for use solely in connection with the preparation of your bid and any contract arising from this bid. Whether the TUPE information is provided to you orally, electronically or in writing, you must not at any time

- make use of it for your own purposes
- disclose it to any person (except as may be required by law)

8. 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.

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.

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.

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.

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 8, collusive behaviour, 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.

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.

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 contract guarantee for the legal entity.

Otherwise, each member will sign the contract.

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 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.

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.

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 or the Authority have given you written consent.

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 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 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

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).

Bid costs

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

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.

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.

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.

9. How the Contract is structured

The Contract is made up of a number of key components which can be found in the RM6214 PLP T&Cs folder as part of the Bid Pack.

The Contract documents

This table lists and briefly describes each Contract document. You can find the documents on the CCS procurement pipeline page

<https://www.crowncommercial.gov.uk/agreements/RM6214>.

Document title	What is it?
Front End Contract	The primary clauses to the Contract.
Definitions (Schedule 1)	What the capitalised terms in the documents mean and how to interpret the Contract.
Services Description (Schedule 2.1)	The deliverables the Authority needs the Supplier to provide to Authority.
Performance Levels (Schedule 2.2)	The required level of performance when the Supplier provides the deliverables.
Standards (Schedule 2.3)	The required standards which the Supplier must meet when it provides the deliverables.
Security Management (Schedule 2.4)	The security (including cyber security) requirements which the Supplier must meet.
Insurance Requirements (Schedule 2.5)	The required level of insurance which the Supplier must have in place.

Authority Responsibilities (Schedule 3)	The obligations which the Authority owes to the Supplier.
Supplier Solution (Schedule 4.1)	How the Supplier will deliver the deliverables pursuant to its bid.
Commercially Sensitive Information (Schedule 4.2)	A list of the Supplier's commercially sensitive information.
Notified Key Sub-contractors (Schedule 4.3)	A list of the Supplier's Key Sub-contractors.
Third Party Contracts (Schedule 4.4)	A list of the Supplier's Third Party Contracts.
Software (Schedule 5)	A list of the software which the Supplier intends to use when it provides the deliverables.
Implementation Plan (Schedule 6.1)	Details of the Implementation Plan and how the Implementation Plan is to be approved by the Authority.
Testing Procedures (Schedule 6.2)	The requirements for the Supplier to test its provision of the deliverables.
Charges and Invoicing (Schedule 7.1)	The Supplier's charges (in accordance with its bid) and how the charges will be calculated and invoiced.
Payments on Termination (Schedule 7.2)	Details of what payments will be due to the Supplier if the Authority terminates the Contract.
Financial Distress (Schedule 7.3)	The Supplier's level of financial stability required by the Authority and what happens if the Supplier enters into financial distress.
Financial Reports and Audit Rights (Schedule 7.4)	The requirement for financial reporting by the Supplier and the Authority's audit rights.
Governance (Schedule 8.1)	How the provision of the deliverables will be governed between the Supplier and the Authority.
Change Control Procedure (Schedule 8.2)	How the Authority and the Supplier can implement a change in the provision of the deliverables.
Dispute Resolution Procedure (Schedule 8.3)	How the Authority and the Supplier will resolve any dispute which arises.
Reports and Records Provisions (Schedule 8.4)	The Supplier's reporting requirements.
Exit Management (Schedule 8.5)	Requirements on the Supplier before it exits the Contract.

Service Continuity Plan and Corporate Resolution Planning (Schedule 8.6)	Contingency plans if there is an event which stops the deliverables being provided by the Supplier.
Conduct of Claims (Schedule 8.7)	How the parties agree that a third party claim will be conducted if the other party has indemnified the claim.
Staff Transfer (Schedule 9.1)	How staff will transfer between suppliers and how any costs will be met.
Key Personnel (Schedule 9.2)	A list of the Supplier's Key Personnel.
Guarantee (Schedule 10)	If required by the Authority, the document signed by a third party to provide additional assurance that the Supplier will meet its obligations under the Contract.
Processing Personal Data (Schedule 11)	How Personal Data will be processed by the parties.

Impact of Coronavirus (Covid-19)

The Authority recognises that Covid-19 may disrupt the delivery of the Services. The Authority anticipates agreeing suitable contingency plans with the Supplier in the Service Continuity Plan under the Contract (see part 1 of schedule 8.6 of the Contract). The Authority expects the Service Continuity Plan to set out how the parties will mitigate any disruption caused by Covid-19 and how the parties will agree any reasonable changes to the Charges.

The Authority anticipates that the Service Continuity Plan will reflect the Authority's preference that the programme's primary offer should be in a residential format, due to the impacts and benefits this type of programme delivers for participants and for the Project Delivery Profession. If necessary, the Authority anticipates collaborating with the Supplier on a design for an alternative format as part of the discussions in Phase 1.

The Authority has specified its broad timescales for design and launch of the first cohort for PLP and recognises that Covid-19 may have consequences in the short term that affect the design and delivery of the programme through its first Contract Year. The Authority will assess the situation with the chosen Supplier as work commences and agree reasonable design and set up milestones plus realistic cohort scheduling.

The Authority will share lessons that have been learnt when the incumbent supplier adjusted services because of Covid-19.

The Armed Forces Covenant

1. 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.
2. 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](#).

3. The Corporate Covenant gives guidance on the various ways you can demonstrate your support.
4. 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

5. 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.