

**Attachment 1 – About the contract**

**RM6106 Diversity Outreach Services**

**Contents**

[Welcome 3](#_gjdgxs)

[1. What you need to know 4](#_30j0zll)

[2. The opportunity 5](#_2et92p0)

[3. What a contract is 5](#_tyjcwt)

[4. How the contract is structured 5](#_3dy6vkm)

[5. Who can bid 6](#_1t3h5sf)

[6. Timelines for the competition 7](#_4d34og8)

[7. When and how to ask questions 8](#_17dp8vu)

[8. Management information and management charge 8](#_3rdcrjn)

[9. Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”) 8](#_2p2csry)

[10. Competition rules 9](#_26in1rg)

[11. What you can expect from us 9](#_lnxbz9)

[12. What we expect from you 9](#_35nkun2)

[13. Involvement in multiple bids 9](#_1ksv4uv)

[14. Collusive behaviour 9](#_44sinio)

[15. Contracting arrangements 10](#_z337ya)

[16. Contracting arrangements for consortium 10](#_3j2qqm3)

[17. Bidder conduct and conflicts of interest 10](#_1y810tw)

[18. Confidentiality and freedom of information 11](#_4i7ojhp)

[19. Publicity 11](#_2xcytpi)

[20. Our rights 11](#_1ci93xb)

[21. Consequences of misrepresentation 12](#_3whwml4)

[22. Bid costs 12](#_2bn6wsx)

[23. Warnings and disclaimers 12](#_qsh70q)

[24. Intellectual Property Rights 12](#_3as4poj)

[25. How the contract is structured 13](#_1pxezwc)

[26. The contract documents 14](#_49x2ik5)

# **Welcome**

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

We invite you to bid in this competition for Diversity Outreach Services. Our bid 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 and 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 the process is at intention to award and the contract award stage.

There are also further attachments to the bid pack as follows:

**Attachment 2a Selection and Award 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 Not Used**

**Attachment 10 Contract**

Make sure you **read all the attachments, and the contract documents** which can be found

 <https://ccs-agreements.cabinetoffice.gov.uk/procurement-pipeline>

<https://www.contractsfinder.service.gov.uk/Notice/a793310e-9e8f-4d53-807f-70d399274f19>

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 7. ‘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 “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. **Who are ‘buyers’?**

Buyers are the organisations named in the published contract notice as those able to place call-off orders for the deliverables via this contract. They will do this in line with framework schedule 7 (call off procedure and award criteria).

* 1. **What is a ‘lot’?**

A lot is sub-division of the deliverables which are the subject of this competition as described in the published contract notice.

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

Deliverables are the goods and/or services that will be provided under this contract, as set out in Schedule 1 Specification in Attachment 10 Contract.

* 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 bidders will become suppliers.

* 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**

**2.1** The Fast Stream and Early Talent (FSET) team’s vision is to be the most inclusive graduate and early talent programme. It will be achieved through continuing outreach and positive action activities to encourage applications from under-represented groups which currently include those from Lower socio-economic backgrounds (Lower SEB), Black, Asian and Minority Ethnic (BAME) backgrounds and those with disabilities. The team requires diversity outreach partners with specific expertise in accessing, engaging and influencing hard to reach diverse groups to our following programmes:

Fast Stream (graduate programme)

 SDIP (Summer Diversity Internship programme)

EDIP (Early Diversity Internship programme)

Fast Track (apprenticeship programme)

Crown Commercial Service, as the Agent, intends to put in place contracts for the provision of RM6106 Diversity Outreach Services for use by the Cabinet Office.

Remember that the full specification is in Attachment 10 Contract Schedule 1 Specification.

1. **What a contract is**
	1. A contract sets out terms that allow buyers to receive specific services during the life of the contract. This competition is for a multi-supplier contract.
	2. If you are a successful bidder, we will use the information you have provided in your bid, including your pricing to personalise your contract. Each successful bidder will have their own contract, which will be signed by you and the Cabinet Office. The contract will be managed by you and the Cabinet Office.
	3. We cannot guarantee any business through the contract.
2. **How the contract is structured**
	1. The contract will be established for 24 months with the option for Cabinet Office to extend for a further 12 months.
	2. This contract will have 3 lots, the lots are:

|  |  |
| --- | --- |
| **Lot**  | **Lot name and description**  |
| Lot 1 | Attraction and Recruitment of Ethnic minority/Lower SEB candidates |
| Lot 2 | Attraction and Recruitment of Disabled candidates |
| Lot 3 | Coaching and Training |

* 1. Bidders can bid for one or more lots.
	2. If a bidder is successful on one or more lot(s) they will be awarded a contract for the lot(s) they have told us is their preference, Attachment 2a Part 2B Your Bidding Model question 1.13.2.
	3. The number of suppliers to be awarded a contract for each lot is:

|  |  |
| --- | --- |
| **Lot**  | **Number of places** |
| Lot 1 | 2-3 |
| Lot 2 | 2-3 |
| Lot 3 | 2 |

1. **Who can bid**
	1. We are running this competition using the open procedure. This means that anyone can submit a bid in response to the published contract notice.
	2. The contract notice can be found on Tenders Electronic Daily (TED) and on Contracts Finder and on the Crown Commercial Service Procurement Pipeline <https://ccs-agreements.cabinetoffice.gov.uk/procurement-pipeline>
	3. 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.
	1. 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**

6.1 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) | 26/10/2018 |
| Publication date (this is the date the bid pack will be published)  | 30/10/2018 |
| Clarification questions deadline | 15:00 14/11/2018 |
| Deadline for our responses to clarification questions | 21/11/2018 |
| Bid submission deadline | 15:00 30/11/2018 |
| Issue of intention to award notices to successful and unsuccessful bidders | 11/03/2019 |
| End of mandatory standstill period | 23:59 at the end of 20/03/2019 |
| Award of contract  | 21/03/2019 |
| Contract start date | 22/03/2019 |

1. **When and how to ask questions**
	1. We hope everything is clear after you have read this bid pack (including the attachments).
	2. 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 question deadline.
	3. 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.
	4. 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.
	5. Remember that you can ask us questions about the contract and call off contract but please do not attempt to ‘negotiate’ the terms. All contract awards will be made under identical terms.
2. **Competition rules**
	1. 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 bid pack.
3. **What you can expect from us**
	1. 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.
4. **What we expect from you**
	1. You must comply with these competition rules and the instructions in this bid pack and any other instructions given by us. You must also ensure members of your consortium, key subcontractors or advisers comply.
	2. Your bid must remain valid for 120 days after the bid submission deadline.
	3. You must submit your bid in English and through the eSourcing suite only.
5. **Involvement in multiple bids**
	1. If you are connected with another bid for the same requirement or the same lot, 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.
	1. 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
	1. 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**
	1. 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
	1. If you do breach paragraph 13.1, we may (without prejudice to any other criminal or civil remedies available to it) disqualify you from further participation in this competition.
	2. 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**
	1. Only you or, as applicable, your key subcontractors (as set out in your bid) or consortium members can provide the deliverables through the contract.
2. **Contracting arrangements for consortium**
	1. We may require a consortium to form a specific legal entity when signing the contract. We may also require a member to sign a guarantee for the legal entity.
	2. Otherwise, each member will sign the contract.
3. **Bidder conduct and conflicts of interest**
	1. 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.
	1. You must ensure that no conflicts of interest exist between Cabinet Office and yourself. 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**
	1. You must keep the contents of this bid 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**
	1. 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.
2. **Our rights**
	1. We reserve the right to:
* waive or change the requirements of this bid pack from time to time without notice
* verify information, seek clarification or require evidence or further information in respect of your bid
* withdraw this bid pack at any time, or re-invite bids on the same or alternative basis
* choose not to award any contract(s) 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
* 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 bid pack
	+ for any reason set out in the Regulations
1. **Consequences of misrepresentation**
	1. If a serious misrepresentation by you induces Cabinet Office 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 Cabinet Office for damages, and Cabinet Office may rescind the contract under the Misrepresentation Act 1967
	1. 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).
	2. 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**
	1. We will not pay your bid costs for any reason, for example if we terminate or amend the competition.
2. **Warnings and disclaimers**
	1. We will not be liable:
* where parts of the bid pack are not accurate, adequate or complete
* for any written or verbal communications
	1. You must carry out your own due diligence and rely on your own enquiries.
	2. This bid pack is not a commitment by Cabinet Office to enter into a contract.
1. **Intellectual Property Rights**
	1. The bid pack remains our property. You must use the bid pack only for this competition.
	2. 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
	1. Our advisors, subcontractors and other government bodies can use your bid for the same purposes.
1. **How the contract is structured**

We will be using the short form terms and conditions for this procurement. Please see Attachment 10 Contract.