

RM6004 Behavioural Insights



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Part A - Welcome

We invite you to bid in this competition for Behavioural Insights. Our bid pack comes in three parts, starting with this part:

Framework Needs – who ‘we’ and ‘you’ are, who can bid, the timelines for this competition, the competition rules, obligations and rights between you and us, plus information about the framework legal terms.

The other two parts are:

Customer Needs – everything you need to know about what the customers need, plus information about the call off legal terms.

Your Offer – the only part you need to complete and submit to bid, once you have registered. It explains how we will assess your bid.

There are also 7 of attachments to the bid pack. These attachment are:

Attachment 1 – Framework Agreement Terms and Conditions

Attachment 2 – Pricing Matrix

Attachment 3 – Framework Population Template

Attachment 4 – Financial Assessment Template

Attachment 5 – Supplier Guidance

Attachment 6 – Security Guidance

Attachment 7 – Management Information Template

Make sure you read all the guidance, information and instructions that we provide – they are there to help you to make your best bid.

We hope everything is clear – if it is not, we explain on page 4 when and how you can ask questions.

Please read Attachment 5 – Supplier Guidance for help with using our eSourcing system and tips on how to submit a compliant bid.

What ‘we’ and ‘you’ means

When we use “CCS”, “we”, “us” or “our” we mean Crown Commercial Service (the Authority);

When we use “you” or “your” we mean your organisation, or the organisation you represent, in this competition.

We are the central purchasing body that procures common goods and services for customers including central government departments and the wider public sector.

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

1. Who can bid

- 1.1 We are running this competition using the 'open procedure'. This means that anyone can submit a bid in response to the published contract notice.
- 1.2 You can submit a bid as a single legal entity. Alternatively, you can take one or both of the following options:
 - i) You can work together 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.
 - ii) You can bid with named key sub-contractors to deliver parts of the requirements. This applies whether you are bidding as a single legal entity or as a consortium.
- 1.3 If you are using either or both of these options, you will have to identify what each of the parties is contributing to the bid. You can do this in [Your Offer](#).
- 1.4 We recognise that plans in relation to sub-contracting or a consortium may be subject to change up to contract award. You must tell us about any changes to the proposed sub-contracting or to the consortium as soon as you know. If you do not, you may be excluded from this competition.

2. What a framework is

- 2.1 A framework is an agreement with one or more suppliers to set out terms and conditions for customers making specific purchases (Call Offs) awarded during the life of the Framework Agreement.
- 2.2 If you are a successful bidder, the Framework Agreement will be signed and managed by you and us. Customers can then use the Framework Agreement to make specific Call Offs. Each Call Off will be signed and managed by you and the customer. There may be multiple Call Off Contracts under one Framework Agreement.
- 2.3 The terms and conditions for this Framework Agreement are set out in Attachment 1 – Framework Agreement Terms and Conditions.
- 2.4 We explain the structure of the Framework Agreement in Part C of this document ('The Framework Agreement') and also include a diagram of the structure to help you.

3. Timelines for the competition

- 3.1 These are our intended timelines. We will try to achieve these but, for a range of reasons, dates can change as the competition progresses. We will tell you if and when timelines change:

Start Date (this is the date we submit the Contract Notice to be published)	04/10/2017
Clarification Questions Deadline	19/10/2017 17:00 hours
Deadline for our responses to clarification questions	25/10/2017 15:00 hours
Bid Submission Deadline	06/11/2017 noon
Issue of intention to award notices to successful and unsuccessful bidders	05/01/2018
End of mandatory standstill period	Midnight at the end of 15/01/2018
Award date	16/01/2018
Framework start date	26/01/2018

4. When and how to ask questions

- 4.1 We hope everything is clear to you after you have read all three parts of our bid pack.
- 4.2 If you have any questions you need to ask them as soon as possible after the Start Date. This is because we have set a deadline for submitting questions – the Clarifications Questions Deadline. This will give you the chance to check that you understand everything before you submit your bid.
- 4.3 You need to send your questions 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.
- 4.4 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.
- 4.5 Remember that you can ask us questions about the Framework Agreement and Call Off Contract but please do not attempt to ‘negotiate’ the terms. All framework awards will be made under identical terms.

5. TUPE

- 5.1 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 the services are not provided at this level.
- 5.2 We also do not consider TUPE to be an issue in respect of the Call-Off Contract, as the incumbent Supplier has confirmed that there is no organised grouping of employees dedicated to providing these services under the current arrangements.
- 5.3 You should therefore not take TUPE into account when completing the Pricing matrix.
- 5.4 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.
- 5.5 Please read **Schedule 3 Staff Transfer and Pension of the Call-Off Contract**, which sets out the provisions which will apply if TUPE is to apply and the indemnities which will be given. No further indemnities will be provided.

Part B - Competition rules

We run our competitions so that they are fair and transparent for all bidders. This section (competition rules) sets out the conditions of participation for this competition. It needs to be read together with the next section (The framework agreement) and with [Customer Needs](#) and [Your Offer](#).

6. What you can expect from us

- 6.1 We will not share any information from your bid with third parties, apart from other central government bodies (and their related bodies), which you have identified as being confidential or commercially sensitive. 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.

7. What we expect from you

- 7.1 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, group companies, sub-contractors or advisers comply.
- 7.2 You may submit one standard bid.
- 7.3 Your bid must remain valid for 4 months (120 days) after the Bid Submission Deadline.
- 7.4 You must submit your bid in English and through the eSourcing Suite only.

Involvement in multiple bids

- 7.5 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 sub-contractor and/or a member of a consortium connected with a separate bid; or
 - you submit a bid in your own name which is similar to a separate bid from another bidder within your group of companies.
- 7.6 This is so we can be sure that your involvement does not cause:
- potential or actual conflicts of interest;
 - supplier capacity problems; or
 - restrictions or distortions in competition.
- 7.7 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

- 7.8 Only you or, as applicable, your key sub-contractors (as set out in your bid) or consortium members can provide services through the Framework Agreement.

Contracting Arrangements for Consortia

7.9 We may require a consortium to form a specific legal entity when signing a Framework Agreement. We may also require a member to sign a framework guarantee on behalf of the legal entity.

7.10 Otherwise, each member will sign the Framework Agreement.

Bidder conduct and conflicts of interest

7.11 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 our staff or advisors in relation to this competition.
- Attempt to obtain information from any of our staff or advisors about another bidder or bid.

7.12 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

7.13 You must keep the contents of this bid pack confidential (including the fact that you have received it). This obligation shall not apply insofar as:

- enabling you to submit a bid; or
- compliance with a legal obligation.

Publicity

7.14 You must not publicise the services or the award of any contract unless we have given express written consent. For example, you are not allowed to make statements to the media regarding any bid or its contents.

8. Our rights

8.1 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.
- 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 tender submission and award. Or, if you do tell us, allowing 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 Public Contract Regulations 2015
- Withdraw this 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.

9. General

Bid costs

- 9.1 We will not pay your bid costs for any reason e.g. if we terminate or amend the competition.

Warnings and disclaimers

- 9.2 We will not be liable:
- where parts of the bid pack are not accurate, adequate or complete; or
 - for any written or verbal communications.

- 9.3 You carry out your own due diligence and rely on your own enquiries.

- 9.4 This bid pack is not a commitment by us to enter into a contract.

Intellectual Property Rights

- 9.5 The bid pack remains our property. You must use the bid pack only for this competition.

- 9.6 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.

- 9.7 Our advisors, key sub-contractors and other government bodies can use your bid for the same purposes.

Part C - The framework agreement

10. How the framework agreement is structured

- 10.1 This competition will establish a multi-Supplier Framework Agreement for both central government and the wider public sector for the provision of Behavioural Insights Services.
- 10.2 The Framework Agreement will comprise of one Lot.
- 10.3 The duration of this Framework Agreement is 36 months, with the option for the Authority to extend for a further period of up to 12 months if they wish to do so.
- 10.4 The estimated value of the Call Off-Contracts that may be placed under the framework is set out in the OJEU notice. The Authority cannot guarantee any business through this Framework

11. If you are awarded a place on the framework

- 11.1 If you are awarded a place on the framework, the framework terms will be personalised to include aspects of your bid, ready for signing by you and us. The personalised Framework Agreement must be jointly signed by you and us. You must sign and return within 10 days of being asked. If you do not sign and return, our acceptance of your bid will lapse.
- 11.2 The Framework Agreement will be managed by us.
- 11.3 We will collect the management information and the management charge; see Framework Agreement clause 20 and Framework Schedule 9: Management Information.
- 11.4 After the framework start date, customers can buy from suppliers using the framework. They will do this in line with Framework Schedule 5 (Call Off Procedure) and Schedule 6 (Award Criteria).
- 11.5 The customer will manage your day to day performance of any call off contracts.



The bid pack, attachments and the framework agreement

