



Crown
Commercial
Service

Bid Pack Attachment 1 – About the Procurement

Contract reference: 703610452

Contract title: TacSys Organisation Design

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1. Welcome

1.1. Our bid pack comes in two main parts:

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

- Making the competition work - sets out the rules of this competition.
- How the contract works - what's in a contract.

1.1.2. **Attachment 2 - How to bid** – guidance on the selection and award questions and how we will assess your bid. Register on the CCS E-Sourcing Tool if you are not already registered.

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- 1.2. The additional attachments to this Bid Pack are:
 - 1.2.1. Attachment 3 Statement of Requirements.
 - 1.2.2. Attachment 4 Pricing Schedule.
 - 1.2.3. Core Terms, Schedules and Call Off order form.
- 1.3. 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.
- 1.4. If anything isn't clear, see 5. 'When and how to ask questions.'

2. The Opportunity

- 2.1. This Procurement will establish a contract for the purchase of Services described in Attachment 3, Statement of Requirements.
- 2.2. The contract will be for an initial period of Four (4) months
- 2.3. The maximum contract value is **£100,000 (Excluding VAT)**.
- 2.4. This Contract will be between the successful Supplier and the Contracting Authority.
- 2.5. The Contract is being offered under RM6187 Management Consultancy Framework Three (MCF3) which will govern any resultant Contract.
- 2.6. The Contracting Authority is managing this Procurement in accordance with the Public Contracts Regulations 2015. This is a call off contract and as such the Contracting Authority cannot guarantee volumes of work.

3. What You Need To Know

- 3.1. What '**We**' and '**You**' Means
 - 3.1.1. When we use 'we', 'us' or 'our' we mean the Contracting Authority.
 - 3.1.2. When we use 'Contracting Authority' we mean the specific department/organisation to whom the services will be delivered to and to whom you will enter into any subsequent contracts.
 - 3.1.3. When we use 'you' or 'your' we mean your organisation, or the organisation you represent, in this competition.
 - 3.1.4. The Public Contracts Regulations 2015 ("the Regulations") regulate how we procure. This means that we and you have to

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follow processes that are fair, transparent and equitable for all bidders.

3.2. Who Can Bid

- 3.2.1. We are running this competition using (RM6187 Management Consultancy Framework Three (MCF3) / **Lot 3: Complex & Transformations**. This means that only those on the Commercial Agreement Lot can submit a bid in response to the published contract notice.
- 3.2.2. You are able to bid with named subcontractors to deliver parts of the requirements. You must tell us about any changes to subcontractors or you may be excluded from this competition.

4. Timelines for the Competition

- 4.1. These are our intended timelines but, for a range of reasons, dates can change. We will tell you if and when timelines change.

Issue ITT via CCS E-Sourcing Tool: 16th June 2022

Clarification period starts: 16th June 2022

Bid Clarification Deadline: 15:00, 23rd June

Deadline for publication of responses to Clarification questions:
15:00, 27th June 2022

Bid Submission Deadline: 15:00, 7th July 2022

Commencement of Evaluation Process: 11th July – 14th July 2022

Stand still period (if applicable): Not Applicable

Proposed Award Date of Contract: 18th July 2022

Expected execution (signature) date for Contract(s): 20th July 2022

Expected commencement date for Contract(s): 21st July 2022

5. When and How to Ask Questions

- 5.1. If you have any questions you need to ask them as soon as possible after the procurement event is published as there is a deadline for submitting clarifications questions (Refer to timelines in 4.1 above). This gives you

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the chance to check that you understand everything before you submit your bid.

- 5.2. You need to send your questions through the CCS E-Sourcing Tool. This is the only way we can communicate with bidders. Ensure your question is specific and clear and does not include your identity. This is because we publish all the questions and our responses to all bidders.
- 5.3. 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.
- 5.4. You can ask us questions about the competition but please do not attempt to 'negotiate' the terms. All contract awards will be subject to the terms and conditions identified in this Bid Pack.

6. Making the Competition Work

- 6.1. We run our competitions so that they are fair and transparent for all bidders. This section sets out the rules of this competition.
- 6.2. **What you can expect from us**
 - 6.2.1. We will not share any information from your bid which you have identified as being confidential or commercially sensitive with third parties, other than stakeholders in the competition. We may however share this information, but only in line with the Regulations, the Freedom of Information Act 2000 (FOIA) or any other law as applicable.
- 6.3. **What we expect from you**
 - 6.3.1. You must comply with the rules in this 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.
 - 6.3.2. **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 CCS E-Sourcing Tool.

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6.4. Involvement in multiple bids

6.4.1. If you are connected with another bid for the same requirement, we may make 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.

6.4.2. 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.

6.4.3. 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.

6.5. Contracting arrangements

6.5.1. Only you or, as applicable, your subcontractors (as set out in your bid) or consortium members (if relevant) can provide services through the contract.

6.6. Bidder conduct and conflicts of interest

6.6.1. 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.

6.6.2. You must ensure that no conflicts of interest exist between you and us / 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.

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6.7. Confidentiality and Freedom of Information Act 2000

6.7.1. You must keep the contents of this 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.

6.7.2. A draft Non-Disclosure Agreement has been included as part of this Bid Pack. This will be required to be completed by the winning tenderer and will be signed at the point of Contract Award.

6.8. Publicity

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

6.9. Our rights

6.9.1. We reserve the right to:

- Waive or change the requirements of this Bid Pack without notice.
- Verify information, seek clarification or require evidence or further information about 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 or Lot 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.

6.9.2. We reserve the right to exclude you if:

- You submit a non-compliant bid.
- Your bid contains false or misleading information.

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- 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 this Bid Pack.
- For any reason set out in the Public Contracts Regulations 2015.

6.10. Consequences of misrepresentation

- 6.10.1.** If a 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.
- 6.10.2.** 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).
- 6.10.3.** 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).

6.11. Bid costs

- 6.11.1.** We will not pay your bid costs for any reason.

6.12. Warnings and disclaimers

- 6.12.1.** The Contracting Authority will not be liable:
- Where parts of the Bid Pack are not accurate, adequate or complete.
 - For any written or verbal communications.
- 6.12.2.** You must carry out your own due diligence and rely on your own enquiries.
- 6.12.3.** This Bid Pack is not a commitment by the Contracting Authority

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to enter into a contract.

6.13. Intellectual Property Rights

- 6.13.1.** The Bid Pack remains our property. You must use the Bid Pack only for this competition.
- 6.13.2.** 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.
- 6.13.3.** Our advisors, subcontractors and other government bodies can use your bid for the same purposes.

7. Lot Structure

- 7.1.1.** The Services covered by this Procurement have not been subdivided into Lots.

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