



Crown  
Commercial  
Service

## Framework Needs

SARS (Spend Analysis and Recovery Services) II - RM3820



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## Part A – Welcome

We invite you to bid in this competition for SARS (Spend Analysis and Recovery Services) II.

Our bid pack comes in three parts, starting with this part:

**Part 1 - 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:

**Part 2 - Customer Needs** – everything you need to know about what the customers need, plus information about the Call Off legal terms.

**Part 3- Your Offer** – this tells you what you need to do to complete and submit a compliant bid. It also explains how we will assess your bid.

There are also six attachments to the bid pack. These attachments are:

Attachment 1	Framework Agreement Terms and Conditions
Attachment 2	Price Matrix
Attachment 3	Framework Population Template
Attachment 4	Financial Assessment Template
Attachment 5	Supplier Guidance
Attachment 6	Security Guidance

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 paragraph 4 “When and how to ask questions” when and how you can ask questions.

Also please read the Attachment 5 – Supplier Guidance.

### 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.

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

We are running this competition using the 'open procedure'. This means that anyone can submit a bid in response to the published contract notice.

- i. You can submit a bid as a single legal entity. Alternatively, you can take one or both of the following options:
- ii. 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.

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.

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](#).

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

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.

If you are a successful bidder, you will become a Supplier.

The framework agreement will be signed and managed by you and us.

Customers can then use the framework to make specific call offs. Each call off agreement will be signed and managed by you and the customer. There may be multiple call off agreements under one framework agreement.

The terms and conditions for this framework agreement are set out in Attachment 1 – Framework Agreement Terms and Conditions.

We are managing this competition in accordance with the Public Contracts Regulations 2015 (the Regulations) and, specifically, in accordance with the open procedure (Regulation 27 of the Regulations) and the requirements relating to Framework Agreements (Regulation 33 of the Regulations).

### 3 Timelines for the competition

These are our anticipated 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 OJEU notice)	21/08/2017
Clarification Questions Deadline	06/09/2017 17:00 hrs
Deadline for our responses to clarification questions	11/09/2017 15:00 hrs
Bid Submission Deadline	25/09/2017 noon
Issue of intention to award notices to successful and unsuccessful Bidders	03/11/2017
End of mandatory standstill period	13/11/2017 23:59 hrs
Award date	14/11/2017
Framework start date	22/11/2017

#### 4 When and how to ask questions

We hope everything is clear to you after you have read all three parts of our bid pack and the attachments. 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.

- 4.1 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 through our eSourcing suite.
- 4.2 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.
- 4.3 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.

## Part B - Competition rules

We run our competitions so that they are fair and transparent for all bidders. This paragraph (competition rules) sets out the conditions of participation for this competition. It needs to be read together with Attachment 1 - Framework Agreement Terms and Conditions, **Customer Needs** and **Your Offer**.

### 5 What you can expect from us

- 5.1 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.

### 6 What we expect from you

- 6.1 You must comply with these competition rules and the rules in this bid pack and any other instructions given by us. You must also ensure members of your consortium, group companies, Key Sub-Contractors or advisers comply.
- 6.2 You may submit one standard bid.
- 6.3 Your bid must remain valid for 120 days after the Bid Submission Deadline.
- 6.4 You must submit your bid in English and through the eSourcing Suite only.

#### Involvement in multiple bids

- 6.5 If you are connected with another bid for the same Lot, 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.
- 6.6 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.
- 6.7 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

- 6.8 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

6.9 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.

6.10 Otherwise, each member will sign the framework agreement.

## Bidder conduct and conflicts of interest

6.11 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; and/or
- Attempt to obtain information from any of our staff or advisors about another bidder or bid.

6.12 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

6.13 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

6.14 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.

## 7 Our rights

7.1 We reserve the right to:

7.1.1 Waive or change the requirements of this bid pack from time to time without notice;

7.1.2 Verify information, seek clarification or require evidence or further information in respect of your bid;

7.1.3 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; and/or
- for any reason set out in the Public Contract Regulations 2015.

- 7.2 Withdraw this bid pack at any time, or re-invite bids on the same or alternative basis;
- 7.3 Choose not to award any framework agreement or lot as a result of the competition;
- 7.4 Choose to award different lots at different times; and
- 7.5 Make any changes to the timetable, structure or content of the competition.

## 8 General

### Bid costs

- 8.1 We will not pay your bid costs for any reason e.g. if we terminate or amend the competition, if your bid is rejected from the competition. This includes the costs or expenses of any members of your consortium, sub-contractors or advisors.

### Warnings and disclaimers

- 8.2 We will not be liable:
- where parts of the bid pack are not accurate, adequate or complete; or
  - for any written or verbal communications.
- 8.3 You must carry out your own due diligence and rely on your own enquiries.
- 8.4 This bid pack is not a commitment by us to enter into a contract.

### Intellectual Property Rights

- 8.5 The bid pack remains our property. You must use the bid pack only for this competition.
- 8.6 You allow us to copy, amend and reproduce your bid so we can:
- run the competition;
  - comply with law and guidance; and
  - carry out our business.
- 8.7 Our advisors, sub-contractors and other government bodies can use your bid for the same purposes.

## Part C - The Framework Agreement

### 9 How the framework agreement is structured

- 9.1 This procurement will establish a multi-Supplier framework agreement for both central government and the wider public sector for the provision of Spend Analysis and Recovery Services.
- 9.2 The framework agreement will comprise of the following seven (7) Lots:
  - Lot 1 – Statement Transaction Review;
  - Lot 2 – End-to-End Review;
  - Lot 3 – Contract Compliance – Utilities;
  - Lot 4 – Contract Compliance – Telecoms / Mobiles;
  - Lot 5 – Contract Compliance – Contingent Labour / Agency Staff;
  - Lot 6 – Contract Compliance – VAT; and
  - Lot 7 – Contract Compliance – Property / Rental Review.
- 9.3 The duration of this framework agreement is for an initial two (2) years with the option to extend for a further period of two (2) periods of twelve (12) months.
- 9.4 The estimated value of call off contracts that may be placed under the framework is set out in the OJEU notice.

### If you are awarded a place on the framework

- 9.5 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. You must sign and return the framework agreement within 10 days of being asked. If you do not sign and return, our offer of a place on the framework agreement will be withdrawn.
- 9.6 The framework agreement will be signed and managed by you and us.
- 9.7 We will collect the management information, and the management charge; see Attachment 1 – Framework Agreement Terms and Conditions, clause 20 and Framework Schedule 9: Management Information.
- 9.8 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 Framework Schedule 6 (Award Criteria).
- 9.9 The customer will manage the Supplier's day to day performance of any call off agreements.
- 9.10 Being on this framework agreement does not guarantee that you will receive any business.

## The bid pack, attachments and the framework agreement

