# DWP_BLK_SML_AW

**Bid Pack**

**Attachment 1 – About the Procurement**

ITT Reference: ITT\_21917

Title: Orders for Sale Litigation

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## **Welcome**

## We invite you to bid in this procurement competition for Order for Sale Litigation. Our Bid Pack comes in two main parts:

## **Attachment 1 - About the Procurement** – what the opportunity is, who can bid, the 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?

## **Attachment 2 - How to Bid** – guidance on the selection and award questionnaires and the evaluation criteria for assessing your bid.

## Register on the e-Sourcing Suite via <https://dwp.bravosolution.co.uk/web/login.shtml> if you are not already registered.You must use the e-Sourcing suite to make your bid.

## There are three additional attachments to this Bid Pack:

## **Attachment 3 - Statement of Requirements**

## **Attachment 4 - Price Schedule Template**

## **Attachment 5 – Terms and Conditions (Zip File)**

## 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.

## If anything isn’t clear, see 5. ‘When and how to ask questions’.

## **The Opportunity**

## This Procurement will establish a Contract for the Orders for Sale Litigation (the “Contract”). The services required are as described in detail within Attachment 3 - Statement of Requirements.

## The Contract will be for a fixed term period of thirty-six months (36) months. DWP reserves the right to extend for two (2) optional extension periods of a further Twelve (12) month duration, equating to a possible Sixty (60) month ‘maximum’ period.

## The maximum contract value is £350,000 (excluding any extension option).

## This Contract will be between the successful Supplier and the Contracting Authority.

## The Contract is being offered under the Cabinet Office Model Mid-Tier Terms and Conditions which will govern any resultant Contract.

## The Contracting Authority is managing this Procurement in accordance with the Public Contracts Regulations 2015. This is an open tender, volumes are provided within Appendix A of Attachment 3 – Statement of Requirements. This information is provided as a guide to tenderers and should not be taken as definitive. This means that none of the volumes are guaranteed under the terms of this Contract but is provided as a guide to support the submission of tenders. This agreement will be demand-driven and therefore The Buyer does not commit to any minimum volumes or spend throughout the term of the agreement.

## **What You Need to Know**

## **What ‘We’ and ‘You’ Means**

## When we use ‘Buyer’, ‘Contracting Authority’, Customer’ ‘Authority’, ‘us’, ‘we’, or ‘our’ we mean the Department for Work and Pensions who the goods/services will be delivered to and to whom you will enter into any subsequent contracts.

## When we use ‘you’ or ‘your’ we mean your organisation, or the organisation you represent, in this competition.

## 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.

## **Who Can Bid**

## We are running this competition using our e-Sourcing Suite via https://dwp.bravosolution.co.uk/web/login.shtml

## This means that only those registered on the e-Sourcing Suite can submit a bid in response to the published contract notice.]

## You are able to bid with named subcontractors to deliver parts of the requirements.

## We recognise that subcontracting can change. You must tell us about any changes to the proposed as soon as you know. If you do not, you may be excluded from this competition.

## **Timelines for the Competition**

## These are our intended timelines. We will try to achieve these but, for a range of reasons, dates can change. We will tell you if and when timelines change.

|  |  |
| --- | --- |
| **DATE** | **ACTIVITY** |
| 3rd July | Publish call to competition  |
| 3rd July – 7th August 17:00 | Tender period |
| 3rd July - 28th July | Tender Clarification Period |
| 7th August – 4th September (peak leave) | Evaluation SQ and price |
| 4th- 15th September | Evaluation quality  |
| 22nd September | Award letters go out |
| 3rd October | 10 day standstill ends  |
| 17th October | Contract signature deadline  |
| 17th October – 19th November | Pre contract period  |
| 20th November 2023 | Contract start date and implementation period begins |
| 20th February 2024 | Service commences |

## **When and How to Ask Questions**

## We hope everything is clear after you’ve read this Bid Pack.

## If you have any questions you need to ask them as soon as possible after the procurement event is published. This is because we have a set deadline for submitting questions – the clarifications questions deadline (Refer to timelines for competition above). This gives you the chance to check that you understand everything before you submit your bid.

## You need to send your questions through the e-Sourcing 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 within the body of your 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 competition but please do not attempt to ‘negotiate’ the terms. All contract awards will be subject to the terms and conditions identified in the Bid Pack.

## **Making the Competition Work**

## We run our competitions so that they are fair and transparent for all bidders. This section sets out the rules of this competition.

## **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 stakeholders in the competition. 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 the rules in this Bid Pack and any other instructions given by us. You must also ensure members of your group, companies, subcontractors or advisers comply.

## 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 e-Sourcing Suite only.

## **Contracting Arrangements**

## Only you or, as applicable, your subcontractors (as set out in your bid) can provide goods and/or services through the contract.

## **Bidder Conduct and Conflicts of Interest**

## 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 or provider of finance.

## Canvass our staff or advisors about this competition.

## Try to get information from any of Contracting Authority staff or advisors about another bidder or bid.

## You must ensure that no conflicts of interest exist between you and the 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.

## **Confidentiality and Freedom of Information**

## 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

## **Publicity**

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

## **Our Rights**

## 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 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 as a result of the competition

## Make any changes to the timetable, structure or content of the competition

## 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 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

## **Consequences of Misrepresentation**

## If a serious 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

## 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 procurement for five years under reg. 57(1) of the PCR 2015 (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 for:

## Where parts of the Bid 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 Bid Pack is not a commitment by us to enter into a contract and we reserve the right not to award any contract as a result of the competition.

## **Intellectual Property Rights**

## The Bid Pack remains our property. You must use the Bid 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.