



Crown  
Commercial  
Service

## Bid Pack

### Attachment 1 – About The Procurement

Contract Reference: Development and Delivery of Design

Principles for the NIC

CCZZ19A02

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# 1. Welcome

- 1.1. We invite you to bid in this competition for the Development and Delivery of Design Principles for the NIC. Our bid pack comes in two main parts:
  - 1.1.1. **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
  - 1.1.2. **Attachment 2 - How to bid** – guidance on the selection and award questionnaires and how we will assess your bid. Register on our e-Sourcing Suite via <https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp> if you are not already registered. You must use our e-Sourcing suite to make your bid.
- 1.2. There are 4 additional attachments to this Bid Pack:
  - 1.2.1. Attachment 2 How to bid including Evaluation Criteria
  - 1.2.2. Attachment 3 Statement of Requirements
  - 1.2.3. Attachment 4 Price Schedule
  - 1.2.4. Attachment 5 Terms and Conditions/Order Form/Contract
- 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 single Supplier Contract for the purchase of the development and delivery of design principles for Nationally Significant Infrastructure projects. The Services are described in detail within Attachment 3, Statement of Requirements.
- 2.2. The contract will be for an initial one (1) year period with an option to extend for up to one (1) year.

- 2.3. The maximum contract value is £50,000 over the full two year term, the contracting authority reserves the right not to spend up to this amount and no contract value is guaranteed.
- 2.4. This Contract will be between the successful Supplier and the Contracting Authority (not the Crown Commercial Service (CCS), the Agent). The Agent will act as the commercial contract manager on behalf of the Contracting Authority.
- 2.5. The Contract is being offered under the Crown Commercial Standard Terms and Conditions for Services which will govern any resultant Contract.
- 2.6. The Agent is managing this Procurement in accordance with the Public Contracts Regulations 2015.

## 3. What You Need To Know

### 3.1. What 'We' And 'You' Means

- 3.1.1. When we use 'CCS', 'we', 'us' or 'our' we mean the Crown Commercial Service.
- 3.1.2. When we use 'Contracting Authority', 'Customer', 'Authority' or 'Client' we mean the specific department/organisation who the goods/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. We are procuring on behalf of the Contracting Authority for this requirement.
- 3.1.5. 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.

### 3.2. Who Can Bid

- 3.2.1. We are running this competition using an Open Market approach. This means that anyone can submit a bid in response to the published contract notice.

- 3.2.2. Option 1 - You can submit a bid as a single legal entity. Alternatively, you can bid with named subcontractors to deliver parts of the requirements.
- 3.2.3. We recognise that subcontracting plans can change. You must tell us about any changes to the proposed subcontracting as soon as you know. If you do not, you may be excluded from this competition.
- 3.2.4. Option 2 - You can submit a bid as a single legal entity. Alternatively, you can take one or both of the following options:
- 3.2.5. Work with other legal entities as a consortium. You must choose a lead member who will submit the bid on behalf of the consortium
- 3.2.6. Bid with named subcontractors to deliver parts of the requirements. This applies whether you are bidding as a single legal entity or as a consortium
- 3.2.7. 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.

## 4. Timelines For The Competition

- 4.1. 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
Friday 25 <sup>th</sup> January 2019	Publication of Procurement and Contracts Finder Notice, inclusive of Launch of e-Sourcing event
Monday 28 <sup>th</sup> January 2019	Clarification period starts
14:00PM, Friday 8 <sup>th</sup> February 2019	Clarification period closes (“ <b>Bid Clarification Deadline</b> ”)
Wednesday 13 <sup>th</sup> February 2019	Deadline for the publication of responses to Clarification questions

15:00PM, Wednesday 20 <sup>th</sup> February 2019	Deadline for submission of Bid( <b>"Bid Submission Deadline"</b> )
Thursday 21 <sup>st</sup> February – Wednesday 14 <sup>th</sup> March 2019	Evaluation Process
Thursday 15 <sup>th</sup> March 2019	Proposed Award Date of Contract
Friday 16 <sup>th</sup> March – Thursday 28 <sup>th</sup> March 2019	Contract finalisation and Signatures
Friday 29 <sup>th</sup> March 2019	Expected commencement date for Contract

## 5. When And How To Ask Questions

- 5.1. We hope everything is clear after you've read this bid pack.
- 5.2. 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.
- 5.3. 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.
- 5.4. 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.
- 5.5. 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 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 with third parties, apart from stakeholders in the competition, 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.
- 6.3. **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 e-Sourcing Suite only.

#### **6.4. Involvement in multiple bids**

6.4.1. If you are connected with another bid for the same requirement or the same Lot, we may make further enquiries. For example, where you 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 goods and/or services through the contract.

#### **6.6. Contracting arrangements for consortia**

6.6.1. We require a consortium to form a specific legal entity when signing a contract. We may also need a member to sign a guarantee for the legal entity.

6.6.2. Otherwise, each member will sign the contract with joint and several liability. It is not possible for two or more members to sign a contract without joint and several liability.

#### **6.7. Bidder conduct and conflicts of interest**

- 6.7.1. 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.
- 6.7.2. 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.

## 6.8. Confidentiality and Freedom of Information

- 6.8.1. 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

## 6.9. Publicity

- 6.9.1. You must not publicise the deliverables or the award of any contract unless we have given written consent. For example, you are not allowed to make statements to the media about any bid or its contents.

## 6.10. Our rights

- 6.10.1. 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 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

6.10.2. 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

## 6.11. **Consequences of misrepresentation**

6.11.1. If a serious misrepresentation by you induces us 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 us for damages, and we may rescind the contract under the Misrepresentation Act 1967

6.11.2. 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).

6.11.3. 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).

## 6.12. **Bid costs**

6.12.1. We will not pay your bid costs for any reason, for example if we terminate or amend the competition.

### 6.13. **Warnings and disclaimers**

6.13.1. We will not be liable:

- Where parts of the Bid Pack are not accurate, adequate or complete
- For any written or verbal communications

6.13.2. You must carry out your own due diligence and rely on your own enquiries.

6.13.3. This Bid Pack is not a commitment by us or the Contracting Authority to enter into a contract.

### 6.14. **Intellectual Property Rights**

6.14.1. The Bid Pack remains our property. You must use the Bid Pack only for this competition.

6.14.2. 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

6.14.3. Our advisors, subcontractors and other government bodies can use your bid for the same purposes.

## **7. Lot Structure**

7.1. The Services covered by this Procurement have not been sub-divided into lots as the requirement is not suitable for division into smaller elements.