# Bid pack attachment 1: About the procurement

Further competition under Lot [X] of Facilities Management & Workplace Services RM6232

[Guidance note: The only things you need to edit are highlighted in yellow. Delete or amend text as appropriate, before publishing. At publication there must be no yellow highlighting left. Delete this guidance note once completed].

Contract reference: [Insert procurement reference and procurement title]. [Guidance for Crown Commercial Service (CCS): please include Salesforce reference number.]

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## Welcome

### We invite you to bid in this competition for [insert the title of the competition]. Our bid pack comes in [eight] parts:

#### Attachment 1: About the procurement: what the opportunity is, 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 award questionnaire (Technical Envelope) and how we will assess your bid. Register on our [add Jaggaer Bravo eSourcing suite via https://crowncommercialservice.bravosolution.co.uk or insert link to the alternative tool you are using] if you are not already registered. You must use our [add Jaggaer Bravo eSourcing suite OR insert the name of the alternative tool you are using] to make your bid.

#### Attachment 3: Specification (including all Annexes)

#### Attachment 4: Fixed Fee Pricing Matrix

#### Attachment 5: Order form (including Core Terms & Schedules or NEC (delete as applicable))

#### Attachment 6: Transfer of Undertakings (Protection of Employment) (TUPE) Information

#### Attachment 7: Price Matrix Instructions

#### Attachment 8: Tender Clarification Question Template

[Guidance: If additional Attachments are required, the Procurement Lead is to include the Attachment heading and a narrative summary in line with that provided for Attachments 1 to 8 above.]

### 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 section 5. ‘When and how to ask questions.

## The Opportunity

### This competition will establish a [single/multiple] Supplier Contract[s] for the purchase of FM related Services. The Services are described in detail within Attachment 3 - Specification and all associated Annexes.

### The Contract will be for an initial [X] year / month period with an option to extend in [X] yearly / monthly increments reviewed on an annual/monthly basis. [(X+X+X)]

### The maximum Annual Contract Value is £[XXXXXX].

### This Contract will be between the successful Supplier[s] and the Buyer (not CCS).

### The Contract is being offered under Lot [1a,1b,1c,2a,2b,2c,3a,3b,3c] of the FM & Workplace Services Framework Agreement (RM6232) which will govern any resultant Contract.

### The competition is being managed in accordance with the Public Contracts Regulations 2015. This is a Call Off Contract and as such the Buyer cannot guarantee volumes of work.

### The Buyer is seeking proposals for [Insert the procurement-specific opportunity statement here]. Remember that the full specification is in Attachment 3: Specification.

## What You Need To Know

### What ‘We’ And ‘You’ Means

#### When we use ‘CCS’, ‘we’, ‘us’ or ‘our’ we mean the Crown Commercial Service.

#### When we use ‘Buyer’ we mean the specific department/organisation who the services will be delivered to and to whom you will enter into any subsequent Contract.

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

#### We are procuring on behalf of the Buyer for this requirement.

#### 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 Suppliers.

### Who Can Bid

#### We are running this competition using Lot [1a,1b,1c,2a,2b,2c,3a,3b,3c] of the FM & Workplace Services Framework Agreement (RM6232).

#### You have been invited to this competition based on you being able to deliver the required Services within the Buyer’s required locations (as per the selection process detailed within Framework Schedule 7: Call-Off Procedure and Award Criteria).

#### [You accepted the Buyer’s Supplier Brief with your intentions to bid on [INSERT DATE]

#### You are able to bid with named [Key subcontractors and/or Subcontractors] to deliver parts of the requirements.

#### We recognise that [Key subcontractors and/or Subcontractors] 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

* 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.

[Insert date Day/Month/Year]

Publication of Bid Pack

[Insert date]

[Site Visits that all selected Suppliers are invited to attend. Please note this can be prior to the publication of the Bid Pack and/or during the tender period]

[Insert date]

Clarification period starts

[Insert date Day/Month/Year & Time]

Clarification period closes (“Bid Clarification Deadline”)

[Insert date Day/Month/Year & Time]

Deadline for the publication of responses to Clarification questions

[Insert date Day/Month/Year & Time]

Deadline for submission of Bid(“Bid Submission Deadline”)

[Insert date Day/Month/Year]

Commencement of Evaluation Process

[Insert date Day/Month/Year]

Standstill period (if Applicable)

[Insert date Day/Month/Year]

Proposed Award Date of Contract

[Insert date Day/Month/Year]

Expected execution (signature) date for Contract

[Insert date]

[Mobilisation Period]

[Insert date Day/Month/Year]

Expected Start Date

## 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 clarification 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 [add Jaggaer Bravo eSourcing suite OR insert the name of the alternative tool you are using]. This is the only way we can communicate with Suppliers. 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 Suppliers.

### 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 this Bid Pack.

## [Supplier Briefing/Site Visits]

### [Include the wording below if you require a Supplier briefing or site visit to be held before or during the tendering exercise. Edit the wording to reflect the requirements of your specific competition and any health and safety requirements you need to publish related to the Site Visit].

#### The Buyer will host a [Supplier briefing/site visit] between [start time] and [end time] on [date].

#### During this session, the Buyer will provide you with an overview of the requirement. We may also provide you with information relating to the procurement process.

#### The [Supplier briefing/site visit] will follow the below agenda. The agenda may change from time to time as required by the Buyer. We will make you aware in advance of the session if this happens:

Start Time: [insert time]

Finish Time: [insert time]

Agenda Item: [insert time]

#### If you wish to attend the [Supplier briefing/site visit] you should provide the name, organisation, contact number and contact email address [add additional requirements as necessary] of the [two] personnel you wish to attend the visit. You should provide this information via the [add Jaggaer Bravo eSourcing Suite or insert the name of alternate tool you are using] by no later than [time] on [date].

#### Suppliers who register to attend will meet at [address] where they will be greeted [and security checked][add information relating to any specific forms of identification to be provided by attendees for admittance to the site visit]. [Refreshments and lunch will not be provided, and so you should bring your own for the day].

### Rules

#### At the start of the session, you will be given an overview of the rules and regulations that will apply to the [Supplier briefing/site visit].

#### You are permitted to take notes on paper during the session, but not to use tablets, laptops or mobile phones. You are not allowed to take pictures.

#### Mobile phones may need to be switched off during some part of the session.

#### If you do not adhere to these rules, and any others made known to you in the course of the session, you may be escorted from the premises, and will not be permitted to further take part in the session.

#### Questions

#### If you have any follow-up questions in relation to the site visits, these should be submitted via the [add Jaggaer Bravo eSourcing Suite or insert the name of alternate tool you are using] as per the clarification process set out in section 4.

## Be Aware

[Add headlines of items about which we have concern. We have included MI and TUPE as standard for this section. Point elsewhere to the detail.]

### Management Information and Management Charge

#### If you are awarded a Contract as a result of this competition, you will need to add this information to the submission of Management Information that you make to Crown Commercial Service on a monthly basis.

#### This information will then be used by Crown Commercial Service to calculate the management charges you must pay for sales made through the RM6232 Framework Agreement. See Framework Schedule 5 (Management Charges and Information).

#### The Management Charges, excluding VAT, will be an amount equal to 1% of all Charges for the Deliverables invoiced to the Buyer under the Call-Off Contract.

#### Under no circumstances should this be invoiced to the Buyer. It is a charge made by Crown Commercial Service to the winning Supplier each Month of the Contract Period.

#### Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”)

[delete whichever of the two following sections does not apply based on your considered expectation of whether TUPE is likely to apply to the Contract.]

[EITHER OPTION A]

#### We think that TUPE may apply to this Call-Off Contract because:

● Services which are fundamentally the same as those we are attempting to source under this competition are currently being provided in-house, or by a supplier;

● There are organised groupings of employees delivering services;

● The responsibility for delivering those or comparable services will transfer to the Supplier who is awarded the Call-Off Contract.

#### It is up to the incumbent supplier and the Supplier who is awarded the Call-Off Contract to agree the extent to which TUPE is to apply, during the Mobilisation Period of any Contract that is awarded. Please read Call-Off Schedule 2: Staff transfer and Call-Off Schedule 28: TUPE Surcharge, which sets out the provisions if TUPE is to apply.

#### 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.

#### Based on the assumption that TUPE may apply under this Call-Off Contract, the Buyer has acquired information relating to the employees of the incumbent suppliers. [add number] of incumbent suppliers have provided the information. [add number] incumbent suppliers did not provide information [and confirmed that TUPE would not apply because add: reason].

#### TUPE Information is available within the [add Jagger Bravo eSourcing suite or insert the name of alternate tool you are using] titled ‘Call-OFF Schedule 28: TUPE Surcharge’

#### We don’t represent that the TUPE Information is complete or accurate. We can’t say what effort will be required to deliver the Services.

#### All the TUPE information is deemed to be strictly confidential and for use solely in connection with the preparation of your bid. Whether the TUPE information is provided to you orally, electronically or in writing, you must not at any time:

● make use of it for your own purpose

● disclose it to any person (except as may be required by law)

#### For the purposes of this competition, TUPE Surcharge will be calculated on the basis of [add either: Fixed Fee TUPE Risk Premium OR Further competition TUPE Risk Premium]. Further information can be found in Call-Off Schedule 28: TUPE Surcharge.

[OR OPTION B]

#### We don’t think that TUPE will apply to this Call-Off Contract because:

● [The required Deliverables are not currently being provided either in-house or by a supplier]

● [The required services are currently being provided [add either: in house OR by a Supplier] but there is no organised grouping of employees]

● [The Services will be fundamentally different from the existing services because [add reason the services will be different]

#### ● [The existing service provider has confirmed that they do not consider TUPE to apply]

#### We encourage you to take your own advice on whether TUPE is likely to apply and to carry our due diligence accordingly.

#### You can see the provisions we make and the indemnities which will be given in the event that TUPE applies in Call-Off Schedule 2: Staff transfer and Call-Off Schedule 28: TUPE Surcharge.

#### In the event that TUPE is later found to apply TUPE Surcharge will be calculated on the basis of [add either: Fixed Fee TUPE Risk Premium OR Further competition TUPE Risk Premium]. Further information can be found in Call-Off Schedule 28: TUPE Surcharge.

[Review the above TUPE section and seek your own legal advice]

### Payment of Mobilisation Costs

[delete whichever of the two following sections does not apply based on how the Buyer wishes to pay the Mobilisation Costs. Amend the content to meet your requirements]

[EITHER OPTION A]

#### The Mobilisation Costs will be paid by the Buyer [on completion of mobilisation] [during the first 12 months of the Contract] [throughout the life of the Contract, and so an amortisation percentage uplift applies].

#### The Mobilisation Period is [6] months.

#### [OR OPTION B. Note – OPTION B requires the inclusion of optional Call-Off Schedule 13: Mobilisation Plan and Testing]

#### The Mobilisation Costs will be paid by the Buyer on the achievement of Milestones by the Supplier.

* + 1. Details of these Milestones, and the percentage of the Mobilisation Costs payable on their achievement, can be found at Call-Off Schedule 13: Mobilisation Plan and Testing.

## Making the Competition Work

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

### What you can expect from us

#### 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.

### 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 consortium (if relevant), group companies, subcontractors or advisers comply.

#### You may:

● Submit one bid

● Your bid must remain valid for [200] days after the bid submission deadline.

● You must submit your bid in English and through the [add Jaggaer Bravo eSourcing Suite or insert the name of alternate tool you are using] only.

### Involvement in multiple bids

#### 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 Supplier within your group of companies

#### 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

#### 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

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

### Supplier 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, consortium member (if relevant) or provider of finance.

● Canvass our staff or advisors about this competition.

● Try to get information from any of ours and/or the Buyer’s staff or advisors about another Supplier or bid.

#### You must ensure that no conflicts of interest exist between you and us/Buyer. 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; or

● Comply with a legal obligation

### Publicity

#### 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.

### 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 [or Lot] as a result of the competition;

● [Choose to award different Lots at different times]; and/or

● 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; and/or

● For any reason set out in the Public Contract Regulations 2015

### Consequences of misrepresentation

#### 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

#### 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

#### Neither us nor the Buyer will 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 or the Buyer to enter into a Contract.

### 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.

## [Lot Structure]

### The Services covered by this competition have been subdivided into lots because [INSERT REASONS]

### Below provides a brief description of each lot:

LOT DESCRIPTION

Lot 1: [Insert description of the Lot]

Lot 2: [Insert description of the Lot]

Lot 3: [Insert description of the Lot]

### You have the opportunity to bid for all or any combination of the [INSERT NUMBER LOTS]. However, in order to ensure that the Buyer’s requirements benefit from a diverse range of Suppliers, you may be awarded a maximum of only [INSERT NUMBER LOTS].

### If you are successful in more than [INSERT NUMBER LOTS], you will be awarded only [INSERT NUMBER OF THE LOTS] according to your order of preference, and an offer of Contract will be made to the next ranking Potential Supplier in the other Lots.

## [The Armed Forces Covenant]

### [Armed Forces Covenant is a public sector pledge from Government, business, charities and organisations to demonstrate their support for the armed forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.

* 1. The Covenant’s 2 principles are that:

#### The armed forces community should not face disadvantages when compared to other citizens in the provision of public and commercial services

#### Special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.

### We encourage all Suppliers, and their Suppliers, to sign the Corporate Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein. We encourage you to make your Armed Forces Covenant pledge.

#### The Corporate Covenant gives guidance on various ways you can demonstrate your support.

#### If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may require to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: covenant-mailbox@mod.uk

Address: Armed Forces Covenant Team, Zone D, 6TH Floor, Ministry of Defence, Main Building, Whitehall, London, SW1A 2HB

#### Paragraphs 1 to 3 above are not a condition of working with CCS or the Buyer now or in the future, nor will this issue form any part of the evaluation, Contract award procedure or any resulting Contract. However, CCS and the Buyer very much hope you will want to provide your support.]