# 

**Bid Pack**

**Guidance**: you need to customise the bid pack to suit your procurement.

You need to attend to text highlighted in yellow - as guidance or text which must be attended to.

**Delete** or **amend** text as appropriate, prior to publishing.

At publication there must be no yellow highlighting left.

**Attachment 1 – About the Procurement**

**Insert Procurement Title**

Contract Reference: Insert Procurement Reference

Further competition under Lot [X] [RM6232 - Facilities Management and Workplace Services] or [RM6257 - Security - Physical, Technical and Support Services] or [RM6331 - Healthcare Soft FM]

Contents

[**1. Welcome 3**](#_heading=h.tyjcwt)

[**2. The Opportunity 3**](#_heading=h.44sinio)

[**3. What You Need to Know 4**](#_heading=h.3whwml4)

[**4. Timelines for the Competition 5**](#_heading=h.ihv636)

[**5. When and How to Ask Questions 6**](#_heading=h.41mghml)

[**6. Making the Competition Work 6**](#_heading=h.2u6wntf)

[**7. Lot Structure 10**](#_heading=h.1d96cc0)

[**8. Site visits (insert if appropriate) 11**](#_heading=h.9y9wmqd1h9y6)

[**9. Be aware (insert if appropriate) 12**](#_heading=h.wk0vawzcpdpk)

**10.** [**The Armed Forces covenant (insert if appropriate) 14**](#_heading=h.upo6g9krlvna)

# Welcome

* 1. We invite you to bid in this competition for insert the title of the procurement.
  2. Our bid pack comes in [X] parts:
     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. Attachment 2 - How to bid – guidance on the compliance process, qualification, technical and commercial question(s) and how we will assess your bid.
    2. Attachment 3 - Statement of Requirements – provides detailed information about the buyer, the services that are required, milestones, deliverables, service levels/performance and all other associated annexes that form the specification.
    3. Attachment 4 - Price Matrix – you are to use this attachment to provide your fully populated price for the goods/service required.
    4. Attachment 5 - Terms and Conditions/Order Form/Contract – this is the call-off contract terms and conditions that shall apply to the Contract.
    5. Attachment 6 – TUPE Information – provides information about employees who may be subject to a transfer under the TUPE regulations.
    6. Attachment 7 – Price Matrix Instructions – this attachment provides guidance on how to complete attachment 4 – price Matrix.
    7. Attachment 8 - Clarification Questions Template – you are to use this attachment to submit clarification questions during the procurement process.

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.

* 1. Make sure you read all the attachments, and the contract documents, which can be found within the eSourcing suite. The guidance, information and instructions that we provide are there to help you to make a compliant bid.
  2. If anything isn’t clear, see 5. ‘When and how to ask questions.’

# The Opportunity

* 1. This Procurement will establish a single/multiple Supplier Contract(s) for the purchase of [FM/Security/Heathcare Soft FM] services.
  2. The Services are described in detail within Attachment 3, Statement of Requirements.
  3. 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).
  4. The maximum contract value is £XXXXXX. [Bids over £XXXXXX will be deemed non-compliant and will be excluded from the competition.]
  5. This Contract will be between the successful Supplier(s) and the Buyer (not the Crown Commercial Service (CCS), the Agent).
  6. The Contract is being offered under [RM6232 - Facilities Management and Workplace Services] or [RM6257 - Security - Physical, Technical and Support Services] or [RM6331 - Healthcare Soft FM] which will govern any resultant Contract.
  7. The Buyer is managing this Procurement in accordance with the Public Contract Regulations 2015.
  8. This is a call off contract and as such the Buyer cannot guarantee volumes of work.
  9. The Buyer(s) is/are seeking proposals for [Insert a short description of the requirement.] The full specification is in the Bid Pack.

# What You Need to Know

* 1. What ‘We’ and ‘You’ Means
     1. When we use ‘we’, ‘us’ or ‘our’ we mean the buyer [insert buyer organisation name].
     2. When we use ‘Buyer’ 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. When we use ‘you’ or ‘your’ we mean your organisation, or the organisation you represent, in this competition.
     4. We are procuring on behalf of the Buyer for this requirement.
     5. The Public Contract 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.
  2. Who Can Bid
     1. We are running this competition using [RM6232 - Facilities Management and Workplace Services] or [RM6257 - Security - Physical, Technical and Support Services] or [RM6331 - Healthcare Soft FM], [Lot].
     2. This means that only those on the Commercial Agreement [Lot] / [the Buyer’s shortlist] can submit a bid
     3. You are able to bid with named subcontractors to deliver parts of the requirements.
     4. We recognise that subcontracting can change.
     5. You must tell us about any changes to the proposed as soon as you know.
     6. If you do not, you may be excluded from this competition.

# Timelines for the Competition

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

|  |  |
| --- | --- |
| **DATE** | **ACTIVITY** |
| Insert date Day/Month/Year | Launch of Procurement via e-Sourcing event |
| Insert date Day/Month/Year | Clarification period starts (this should be the day the procurement is launched) |
| Insert date Day/Month/Year & Time | [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 Day/Month/Year & Time | Clarification period closes (“**Bid** **Clarification Deadline**”)10 |
| Insert date Day/Month/Year | 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 & Time | [Supplier presentations (if applicable)] |
| 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(s) |
| Insert date Day/Month/Year | Expected commencement date for Contract(s) |

## 

# When and How to Ask Questions

* 1. We hope everything is clear after you’ve read this bid pack.
  2. If you have any questions you need to ask them as soon as possible after the procurement event is published.
  3. This is because we have a set deadline for submitting questions – the clarifications questions deadline (refer to timelines for the competition above).
  4. This gives you the chance to check that you understand everything before you submit your bid.
  5. You need to send your clarification questions through the [Jaggaer Bravo e-sourcing suite or insert name of alternative tool you are using].
  6. This is the only way we can communicate with bidders during the procurement process.
  7. Try to ensure your question is specific and clear.
  8. Do not include your identity in the question because we may publish all the questions and our responses to all bidders.
  9. If you feel that a particular question should not be published, you must tell us why when you ask the question.
  10. We will decide whether or not to publish the question and response.
  11. Remember that you can ask us questions about the competition [but please do not attempt to ‘negotiate’ the terms].
  12. All contract awards will be subject to the terms and conditions identified in this Bid Pack.

# Making the Competition Work

* 1. We run our competitions so that they are fair and transparent for all bidders.
  2. This section sets out the rules of this competition.
  3. **What you can expect from us**
     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.
     2. 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.
  4. **What we expect from you**
     1. You must comply with the rules in this Bid Pack and any other instructions given by CCS. You must also ensure members of your consortium (if relevant), group companies, subcontractors or advisers comply.
     2. You may:
        + Submit one bid per lot you are bidding on.
        + Your bid must remain valid for 90 days after the bid submission deadline.
        + You must submit your bid in English and through the [Jaggaer Bravo e-sourcing suite or insert name of alternative tool you are using].
        + Bids must be submitted in line with the page count rules set out in the response guidance which is exclusive of cover sheets.
  5. **Involvement in multiple bids**
     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.
     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.
     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. **Contracting arrangements**
     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.
  7. **Bidder conduct and conflicts of interest**
     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 Buyer staff or advisors about another bidder or bid.
     2. You must ensure that no conflicts of interest exist between you and us/Buyer.
     3. If you do not tell us about a known conflict, we may exclude you from the competition.
     4. We may also exclude you if a conflict cannot be dealt with in any other way.
  8. **Confidentiality and Freedom of Information**
     1. You must keep the contents of this Bid Pack confidential (including the fact that you have received it).
     2. This obligation does not apply to anything you have to do to:
        + Submit a bid.
        + Comply with a legal obligation.
  9. **Publicity**
     1. You must not publicise the deliverables or the award of any contract unless the Buyer has given written consent. For example, you are not allowed to make statements to the media about any bid or its contents.
  10. **Our rights**
      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.
      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 Contract Regulations 2015.
  11. **Consequences of misrepresentation**
      1. If a serious misrepresentation by you induces the Buyer 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 Buyer for damages, the Buyer may rescind the contract under the Misrepresentation Act 1967.
      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).
      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).
  12. **Bid costs**
      1. We will not pay your bid costs for any reason, for example if we terminate or amend the competition.
  13. **Warnings and disclaimers**
      1. 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.
      2. You must carry out your own due diligence and rely on your own enquiries.
      3. This Bid Pack is not a commitment by us or the Buyer to enter into a contract.
  14. **Intellectual Property Rights**
      1. The Bid Pack remains our property.
      2. You must use the Bid Pack only for this competition.
      3. 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.
      4. Our advisors, subcontractors and other government bodies can use your bid for the same purposes.

# Lot Structure

* 1. The Services covered by this Procurement have:
     1. Not been sub-divided into Lots
     2. OR Been sub-divided into Lots as follows:

|  |  |
| --- | --- |
| **LOT** | **DESCRIPTION** |
| Lot 1 | Insert description of the Lot |
| Lot 2 | Insert description of the Lot |
| Lot 3 | Insert description of the Lot |
| Lot 4 | Insert description of the Lot |
| Lot 5 | Insert description of the Lot |
| Lot 6 | Insert description of the Lot |

* 1. You have the opportunity to bid for all or any combination of the [Insert number] Lots.
  2. However, in order to ensure that the Buyer’s requirements benefits from a diverse range of providers, you may be awarded a maximum of [Insert number] Lots.
  3. If you are successful in more than [Insert number] Lots, you will be awarded [Insert number] of the Lots according to your order of preference, and an offer of Contract will be made to the next ranking Potential Bidder in the other Lots.

# Site visits (insert if appropriate)

* 1. 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 | Finish Time | Agenda Item |
|  |  |  |
|  |  |  |
|  |  |  |

* 1. 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 e-sourcing suite or insert the name of alternate tool you are using] by no later than [time] on [date].
  2. Suppliers who register to attend will meet at [address] where they will be greeted [and security checked] you are requested to provide [**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.
  3. Rules
     1. 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]
     2. 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.
     3. Mobile phones may need to be switched off during some part of the session.
     4. 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.
  4. Questions
     1. If you have any follow-up questions in relation to the site visits, these should be submitted via the [**add** Jaggaer Bravo e-sourcing suite or insert the name of alternate tool you are using] as per the clarification process set out in section [5].

# Be Aware (insert if appropriate)

Section 9.2 is to be included depending upon whether TUPE does apply (Option A) or does not apply (Option B). Include whichever of the two TUPE sections applies based on your considered expectation of whether TUPE is likely to apply to the Contract. Where relevant, include whichever of the two sections relating to the payment of the Mobilisation Costs, amending the content to meet your specific requirements. You can also include additional items about which you may have concern or want to highlight to the Supplier.

* 1. Supplier Briefing/Site Visits Management Information and Management Charge
     1. 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.
     2. This information will then be used by Crown Commercial Service to calculate the management charges you must pay for sales made through the [RM6232/RM6357] Framework Agreement. See Framework Schedule 5 (Management Charges and Information).
     3. 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.
     4. 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.

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

**[EITHER OPTION A]**

* 1. We think that TUPE may apply to this Call-Off Contract because:
     1. 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;
     2. There are organised groupings of employees delivering services;
     3. The responsibility for delivering those or comparable services will transfer to the Supplier who is awarded the Call-Off Contract.
  2. 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 C2 Staff transfer and C6 TUPE Surcharge, which sets out the provisions if TUPE is to apply.
  3. 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.
  4. 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].
  5. TUPE Information is available within the [**add** Jagger Bravo eSourcing suite or insert the name of alternate tool you are using] titled ‘Attachment 6 – TUPE Information’.
  6. 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.
  7. 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:
     1. make use of it for your own purpose
     2. disclose it to any person (except as may be required by law)
  8. For the purposes of this competition, TUPE Surcharge will be calculated on the basis of [**add** either: Fixed Fee TUPE Risk Premium OR competition TUPE Risk Premium]. Further information can be found in Call Off Schedule 6 (TUPE Surcharge).

**[OR OPTION B]**

* 1. We don’t think that TUPE will apply to this Call-Off Contract because:
     1. The required Deliverables are not currently being provided either in-house or by a supplier;
     2. The required services are currently being provided [**add** either: in house OR by a Supplier] but there is no organised grouping of employees;
     3. The Services will be fundamentally different from the existing services because [**add** reason the services will be different];
     4. The existing service provider has confirmed that they do not consider TUPE to apply.
  2. We encourage you to take your own advice on whether TUPE is likely to apply and to carry our due diligence accordingly.
  3. You can see the provisions we make and the indemnities which will be given in the event that TUPE applies in Call-Off Schedule C2 Staff transfer and C6 TUPE Surcharge.
  4. 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 competition TUPE Risk Premium]. Further information can found in Call Off Schedule 6 (TUPE Surcharge).
  5. **Payment of Mobilisation Costs**

**[EITHER OPTION 1]**

* + 1. The Mobilisation Costs will be paid by the Buyer [on completion of mobilisation] [during first 12 months of the Contract] [throughout the life of the Contract, and so an amortisation percentage uplift applies].
    2. The Mobilisation Period is [6] months.

**[OR OPTION 2]** [Note – OPTION 2 requires the inclusion of optional Call-Off Schedule 13 – Mobilisation Plan and Testing or any Special Terms defined within the Order Form]

* + 1. The Mobilisation Costs will be paid by the Buyer on the achievement of Milestones by the Supplier.
    2. 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.

# The Armed Forces Covenant (Insert if appropriate)

* 1. 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.
  2. The Covenant’s 2 principles are that:
     1. The armed forces community should not face disadvantages when compared to other citizens in the provision of public and commercial services
     2. Special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.
  3. 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](https://www.gov.uk/government/publications/corporate-covenant-pledge).

* + 1. [The Corporate Covenant](https://www.gov.uk/government/policies/armed-forces-covenant) gives guidance on various ways you can demonstrate your support.
    2. 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](about:blank)

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

* + 1. Paragraphs [1 – 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.