

## **UK Shared Business Services Ltd (UK SBS)**

www.uksbs.co.uk





Request for Proposal (RFP) on behalf of Innovate UK

**Subject: Delivery of the Global Innovation Policy Accelerator** 

(GIPA) Programme

Sourcing reference number: UK SBS PR16226



## OFFICIAL-SENSITIVE (COMMERCIAL)

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## Section 1 – About UK Shared Business Services

Putting the business into shared services

UK Shared Business Services Ltd (UK SBS) brings a commercial attitude to the public sector; helping our customers improve efficiency, generate savings and modernise.

It is our vision to become the leading provider for our customers of shared business services in the UK public sector, continuously reducing cost and improving quality of business services for Government and the public sector.

Our broad range of expert services is shared by our customers. This allows our customers the freedom to focus resources on core activities; innovating and transforming their own organisations.

Core services include Procurement, Finance, Grants Admissions, Human Resources, Payroll, ISS, and Property Asset Management all underpinned by our Service Delivery and Contact Centre teams.

UK SBS is a people rather than task focused business. It's what makes us different to the traditional transactional shared services centre. What is more, being a not-for-profit organisation owned by its customers, UK SBS' goals are aligned with the public sector and delivering best value for the UK taxpayer.

UK Shared Business Services Ltd changed its name from RCUK Shared Services Centre Ltd in March 2013.

#### **Our Customers**

Growing from a foundation of supporting the Research Councils, 2012/13 saw Business Innovation and Skills (BIS) transition their procurement to UK SBS and Crown Commercial Services (CCS – previously Government Procurement Service) agree a Memorandum of Understanding with UK SBS to deliver two major procurement categories (construction and research) across Government.

UK SBS currently manages £700m expenditure for its Customers.

Our Customers who have access to our services and Contracts are detailed <a href="here">here</a>.

## Section 2 - About Our Customer

#### Innovate UK

Innovate UK is the UK's innovation agency – driving innovation to boost economic growth. As well as investing in programmes and projects, much of Innovate UK's work is in spreading knowledge, understanding policy, spotting opportunities and bringing people together to solve problems or make new advances. Innovate UK offers support and funding to help business develop new products and services - and bring them closer to market.

Innovate UK aim is simple – to accelerate economic growth by stimulating and supporting business-led innovation.

#### **Success Stories**

- A successful partnership with Strathclyde University has led to rapid growth at Glasgow business Clyde Space and the award of a contract by the UK Space Consortium for testing, construction and assembly of UKube-1, the UK's first CubeSat system.
- Start-up business Snap Fashion founded by 25-year-old computer science graduate has attracted £300k in private investment and launched an innovative search engine, website and iPhone app on the market after taking part in the 2011 Tech City Launchpad competition.
- With sustained support from Innovate UK, Fife company PowerPhotonic has
  perfected novel techniques for mass producing tiny lenses that get all
  the individual beams coming from a laser pointing in the right direction. High
  powered industrial lasers now have a sharper cutting edge thanks to lenses made
  in Scotland that focus their light into brighter beams and the repercussions will be
  far-reaching.

# **Section 3 – Working with UK Shared Business Services Ltd.**

Secti	Section 3 – Contact details		
3.1	Customer Name and address	Innovate UK  North Star House, North Star Avenue, Swindon SN2 1UE	
3.2	Buyer	Susie Lewinska	
3.3	Buyer contact details	susie.lewinska@uksbs.co.uk	
3.4	Estimated value of the Opportunity	£1,700,000 - £2,100,000	
3.5	Process for the submission of clarifications and Bids	All correspondence shall be submitted within the Emptoris e-sourcing tool. Guidance Notes to support the use of Emptoris is available here.  Please note submission of a Bid to any email address including the Buyer will result in the Bid not being considered.	

Section	Section 3 - Timescales		
3.6	Date of posting of Contract advert to OJEU.	18/11/2016	
3.7	Date RFP available to Bidders	21/11/2016	
3.8	Bidder conference (if relevant)	Not applicable	
3.9	Latest date / time RFP clarifications should be sent be received through Emptoris	21/12/2016 14:00	
3.10	Latest date / time RFP clarification answers should be sent to all potential Bidders through Emptoris	22/12/2016 14:00	
3.11	Closing date and time for Bidder to request RFP documents	22/12/2016 14:00	

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3.12	Closing date and time for Bidder to submit their response ('the deadline').	03/01/2017 14:00
3.13	Clarifications (if required)	10/01/2017
3.14	Notification of proposed Contract award to unsuccessful bidders	24/01/2017
3.15	Anticipated Contract Award Date	04/02/2017
3.16	Commencement of Contract	13/02/2017
3.17	Bid Validity Period	90 Days

## Section 4 – Specification and about this procurement

#### 1. Introduction

Innovate UK is the UK's innovation agency – driving innovation to boost economic growth. It works with people, companies and partner organisations to find and drive the science and technology innovations that will grow the UK economy.

Innovate UK is an organisation of around 300 staff, drawn mainly from business. It works across the UK, with a head office in Swindon.

With a strong business focus, Innovate UK drives growth by working with companies to derisk, enable and support innovation. To do this, it works to:

- determine which science and technology developments will drive future economic growth
- meet UK innovators with great ideas in the fields they're focused on
- fund the strongest opportunities
- connect innovators with the right partners they need to succeed
- help its innovators launch, build and grow successful businesses

Since 2007 Innovate UK has committed over £1.8 billion to innovation, matched by a similar amount in partner and business funding. They have helped more than 7,600 organisations with projects estimated to add more than £11.5 billion to the UK economy and create 55,000 extra new jobs.

Its current 5-Point Plan for future growth includes:

- Accelerating UK economic growth, nurturing small, high-growth companies, helping them to become high-growth mid-sized companies with strong productivity and export success.
- Building on innovation excellence throughout the UK, investing locally in areas of strength.
- Developing Catapults within a national innovation network, to provide access to cutting edge technologies, encourage inward investment and enable technical advances in existing businesses.
- Working with the research community and across government to turn scientific excellence into economic impact, and deliver results through innovation.
- **Evolving our funding models**; exploring ways to help public funding go further and work harder, while continuing to deliver impact from innovation.

#### 2. Aims

Innovate UK is a delivery partner of the Newton Fund (www.newtonfund.ac.uk).

Managed by the Department for Business, Energy and Industrial Strategy (formerly Business Innovation and Skills), the Newton Fund is part of the UK government's Official Development Assistance (ODA) to emerging economies and developing countries around the world. The Fund has been established to develop long term sustainable growth and welfare of 16

partner countries through strengthening their science and innovation partnerships with the UK.

By working together on joint programmes with a research and innovation focus, the UK will deliver development objectives and at the same time build strong, sustainable, systemic relationships with partner countries that also bring benefits back to the UK.

The Fund is leveraging the UK's strengths in research and innovation to deliver partnering activities under 3 broad pillars:

- 1. **People:** improving science and innovation expertise, student and researcher fellowships, mobility schemes and joint centres
- 2. **Research:** research collaborations on development topics
- 3. *Translation:* innovation partnerships and challenge funds to develop innovative solutions on development topics.

Under Pillar 3, Innovate UK is working with partner countries to nurture and strengthen their innovation ecosystems. In particular, we are working to build the capacity and capability of the various stakeholders responsible for delivering business-led innovation and for the translation of research into commercial products, processes and services. We aim to use the skills and expertise that exist in the UK to respond to the needs and demands for capacity building from the various innovation ecosystem stakeholders in our partner countries – including policymakers, other government agencies, business incubators and accelerators, and businesses themselves. Whilst strengthening the innovation ecosystems of our partner countries should contribute towards sustained economic growth and welfare improvement in those countries, it also enables the UK to develop stronger, more sustainable partnerships with these countries.

This procurement is to identify a Supplier who can scope, design and deliver a professional development programme for innovation policymakers (government officials) across the 11 Newton Fund countries of Brazil, Egypt, India, Indonesia, Kazakhstan, Malaysia, the Philippines, South Africa, Thailand, Turkey and Vietnam. We are calling this programme the Global Innovation Policy Accelerator programme (GIPA).

We are currently piloting the GIPA programme in the four Pacific Alliance countries of Chile, Colombia, Mexico and Peru (through a Supplier). The current structure and format of GIPA is given in detail below. We would expect GIPA delivered under this procurement to follow the same or a very similar structure and format.

## 4. Objectives

The Newton Fund is well placed to support innovation officials from Newton Fund partner countries and enhance their ability to deliver policy on business-led innovation, ultimately to support economic development and welfare improvements in their countries. This is a key activity in Innovate UK's Newton Fund programme.

We are currently piloting a professional development programme for innovation officials in the four Pacific Alliance countries of Chile, Colombia, Mexico and Peru. This programme is called the Global Innovation Policy Accelerator (GIPA). GIPA started life through a scoping study of the professional development needs of Pacific Alliance policymakers. The study set out to:

 diagnose the training needs/learning priorities of innovation officials (policymakers) in Pacific Alliance countries of Chile, Colombia, Mexico and Peru.

- recommend a high impact and cost-effective approach to capacity building for innovation policymakers in the Pacific Alliance that could be administered by Innovate UK.
- inform Innovate UK on the possibilities of developing of a large collaborative programme on capacity building for innovation policy for the UK in the Latin American region, and potentially across the global Newton partnership.

Whilst the study acknowledged that innovation officials work in different parts of government (as below), it focussed on mapping innovation policymakers in the 'core' innovation policy departments and agencies (which varied from country to country) including:

- overarching decision-making or advisory bodies like National Innovation Councils.
- core national government departments relating to innovation: e.g. Business, Economics, Science and Technology or Universities, Finance and their associated agencies.
- other national government departments with significant innovation roles and agencies: e.g. Health, Agriculture, Energy, Education.
- non-governmental bodies with a significant influence on innovation policy: e.g. development banks, think tanks, learned societies, industry bodies, and
- Regional and Municipal Governments.

The study looked at the professional development needs of policymakers at four different levels of seniority:

Table 1:

Policymaker seniority	Characteristics
'Level 1' Junior politician or Director General	Likely to be political appointee – senior responsibility for policy-setting strategy, including budget allocation, possibly across multiple areas of the innovation system. Usually changes with a new government.
'Level 2' Director	Likely to be a political appointee – has responsibility for programme design and executing the policy strategy developed by Level 1s. Broad responsibility for how innovation policy is implemented and innovation programmes deployed.
'Level 3' Programme Director	May be political appointee or civil servant. Responsibility for the implementation of fairly major innovation programmes (examples might include managing an R&D tax break programme, a major SME support programme etc.).
'Level 4' Programme manager	Likely to be a civil servant – responsibility for management and implementation innovation programmes and policy initiatives.

The study also looked at how well placed the UK is to respond to the needs for professional development from Pacific Alliance innovation officials. The study findings recommended that any professional development programme offered should draw upon the expertise of the whole of the UK ecosystem, rather than a single service provider. Different providers have different areas of strength, eg. experience sharing; cutting edge analysis, ideas and experimentation; and actual training. The study concluded that one provider alone would not be able to meet the needs identified.

Based on the findings from the scoping study, we were then able to move ahead with the design and delivery of the GIPA pilot for the Pacific Alliance countries (which is being undertaken by a Supplier). We would like the Supplier for this procurement to follow a similar approach to scoping, design and delivery as undertaken for the Pacific Alliance countries, as set out under the Scope section below.

## 5. Scope

We are seeking a Supplier who will deliver the following activities (in the following sequence):

#### 1. Diagnostic and scoping (tailoring GIPA)

This phase is required so that the content and format of the GIPA programme can be tailored to meet the professional development needs expressed by innovation officials in each country; and to ensure that there is adequate engagement of programme participants before the programme starts, for its smooth execution and delivery. The latter objective is absolutely critical.

The anticipated outcome of this phase would be that the professional development (training and leadership development) needs of the public sector innovation institutions in each country have been identified and discussed with relevant stakeholders, and the proposed content and format of the GIPA programme has also been discussed and agreed-upon with/by key stakeholders in each country. As part of the diagnostic, a nodal contact point for each country should also be identified, so that there is a clear line of communication with each country government going forward.

The Supplier is free to propose its own methodology for achieving this outcome, however we would like to avoid duplication of any existing usable evidence on the professional development needs of the concerned officials. The following activities are suggested:

- Document review and institution mapping we anticipate that part of this activity can be
  accomplished through a review of existing, relevant documentation and would expect the
  first step to be that. We are not seeking to replicate any existing evidence on needs,
  strengths and weaknesses of particular country's innovation ecosystems, but to build
  upon that. We understand that evidence will vary from country to country and the amount
  of it will influence how long this phase will take in each country.
- Interviews with key stakeholders within each country's innovation ecosystem.
- Face to face validation workshops with key stakeholders to discuss the identified needs, and derive priorities for GIPA in terms of its content and process.

The process by which the scoping study for the Pacific Alliance pilot was completed can found here: <a href="http://www.nesta.org.uk/blog/global-innovation-policy-accelerator-uncovering-innovation-policy-challenges-faced-pacific-alliance-countries">http://www.nesta.org.uk/blog/global-innovation-policy-accelerator-uncovering-innovation-policy-challenges-faced-pacific-alliance-countries</a>

# 2. Design and delivery of GIPA (Leaders Programme and Programmes Managers Programme)

This is the format that is currently being piloted in the Pacific Alliance countries. There are two types of programme being delivered.

#### 2.1 GIPA Leaders Programme

The GIPA Leaders Programme is an in-depth, high-intensity targeted professional development programme for a small, cross-system cohort of innovation policy leaders (Levels 2 and 3, as per Table 1 above).

#### How it was designed:

Although a lot of the groundwork for the delivery of GIPA was done during the scoping phase of the pilot, it was necessary to have a short design phase before the programme started. For example, this was necessary in order to identify the actual participants to take part in the programme. This had been discussed during the scoping but follow up was necessary.

#### How it is being delivered:

- In the Pacific Alliance pilot, we have drawn together a regional-level cohort from each of the four countries of Chile, Colombia, Mexico and Peru.
- This cohort consists of a group of five policy leaders per country (i.e. senior public sector
  officials working in innovation), drawn from key ministries/departments/agencies across
  the innovation ecosystem. It is important to have a cross-system cohort from each
  country, so that the programme can focus on building cross-systems capabilities and
  addressing systemic failures, as well as building individual and organisational
  capabilities.
- The cohort was selected by each country government, with support from the Newton Fund and Science and Innovation Network (SIN) teams in our Embassies. Under this procurement, the Supplier will not be expected to undertake this selection, as it should be driven by the partner government. However the Supplier will be expected to help facilitate the selection process.
- Depending on the structure of the innovation ecosystem in each country, this cohort could involve for example participants from a) an innovation agency, b) the finance ministry, c) the research funding body, d) the intellectual property agency, e) the ministry of economy.

Under this procurement we anticipate the following, however this is subject to change after the needs assessment and stakeholder engagement phase:

- The Leaders Programme would be offered out to five policymakers per country, or in the
  case of India and Brazil, per state. In the cases of India and Brazil, it is likely that this
  programme can be delivered to a maximum of 5 states per country.
- In the five South-East Asian Newton Fund countries (Indonesia, Malaysia, the Philippines, Thailand, and Vietnam), we anticipate that this programme can be delivered at a regional-level, i.e. one batch comprising of the five countries.
- India and Brazil will each require a separate batch, most likely comprising of innovation stakeholders from the national and state level (given India's and Brazil's size).
- Identification of best methods of delivery and engagement with Turkey, Kazakhstan,

South Africa and Egypt – working closely with the SIN/Newton Teams at post and the commissioning Innovate UK team in doing so.

#### What the GIPA cohort is learning:

The key objective of GIPA is to focus on specific innovation policy challenges that a particular country is facing, and to support the cohort from that country to work through a challenge or set of challenges, using the skills, knowledge and expertise of the UK innovation ecosystem to find solutions and skill up the participants. Each country cohort has been asked to identify a longer-term project through which they can tackle the identified challenge/s, and which they can execute with support from UK peers, expert coaches and facilitators.

As an example, potential policy challenges that were identified as part of the scoping pilot included: how to support effective university-business collaboration; using evidence for innovation policy; using new approaches to data for innovation policy.

The following key learning principles have been used to frame the GIPA pilot. These are that it must:

- be collaborative, with formal local partners and effective use of national and UK expert networks;
- draw on global best practice, but highly tailored to local context;
- be open-minded to the best solution and not pushing any one model of innovation training;
- be grounded in rigorous empirical evidence of what has worked in the past, and a forward-looking approach ensuring opportunities from emerging and future trends are not overlooked:
- ensure sustainable inclusive impact.

The providers of the pilot run of the Global Innovation Policy Accelerator can provide the following materials to the successful bidder through a 'Handbook for the Global Innovation Policy Accelerator':

#### Contracting and engagement:

- Contracts and proposals for commissioning local / in-country partners to support this study;
- Materials for engaging UK partners and running a delivery partnership
- Materials for structuring the engagement of UK government officials in the programme
- Materials for engaging participants through official government channels

#### Research and analysis:

- Frameworks for institutional analysis and innovation ecosystem analysis
- Interview guides and analytical guidance
- Workshop design and organising materials

#### **Running the Programmes:**

- Evaluation tools and materials
- Workshop structures and designs
- Branding materials and usage guides
- Participant project support materials

#### **GIPA** format/structure:

The GIPA pilot is being delivered through two intensive week-long sessions in the UK (one in July and one in November 2016), that is supplemented by mentoring between and after these two sessions. The total programme length is approximately 6-8 months.

The UK-based session in July included:

- taught content on latest global developments, approaches and evidence in innovation policy from leading experts and peers (through classroom-based sessions, lectures and workshops).
- immersive experiences in the UK innovation ecosystem
- action-learning through a challenge-focussed practical approach (i.e. working on real-life challenges that the cohort is facing) through discussions with peers for collective problem-solving.

As mentioned, each cohort has identified a project which they are working on as part of the GIPA process, and this is being supported by on-going peer mentoring and expert advice. Please see: http://www.nesta.org.uk/project/global-innovation-policy-accelerator for more.

#### 2.2 Innovation Programme Managers Programme

The scoping study we commissioned for the Pacific Alliance pilot also identified that there are capacity building demands and needs amongst senior programme managers and implementers in innovation agencies and ministries (primarily the Level 4 policymakers as identified in the table above.)

Innovate UK recognises that we are not able to provide intensive professional development to all those who want or need it. We therefore need to deploy a capacity building/professional development approach that enables wide reach in a cost-effective manner, and - critically - builds up the ability of partner countries to take care of their own professional development

needs going forward.

Therefore alongside the Innovation Policy Leaders programme, we would also like bidders to propose a capacity building approach and methodology that targets and reaches a broader base of policymakers in our partner countries, in a cost-effective manner. The target policymakers would primarily be the seniors programme managers and implementers (the Level 4s) but the capacity building programme should be relevant to a broad range of policymakers and managers.

The scoping study identified that particular targets for these resources should include:

- Those joining an innovation agency, as part of an induction or orientation process and needing overviews, examples and a sense of the range of global best practice or those looking to implement innovation support in a regional context.
- Those looking to practically implement policies, programmes and initiatives generated by senior policymakers who have completed the leadership development programme.

We are not being prescriptive in the approach and methodology that we would like to see for this second activity. It could encompass – for example – a train the trainers programme for government training organisations; or an innovation policymaker "in residence" approach. These are only suggestions; we are open to any approach and methodology that fits scope, meets the objectives, will ensure uptake and participation by participants, and is realistic to implement.

The Supplier would be expected to deliver an activity/set of activities that is as standardised as possible (for ease of delivery across countries), whilst taking into account national priorities within different partner countries, and building upon the best of UK skills and expertise. The scoping study of Pacific Alliance countries identified that initial priority topics for that region were:

- Monitoring, evaluating and experimenting with innovation support programmes
- Understanding the motivations and barriers to innovation in firms and incentivising and supporting innovation in firms through competitive grant programmes
- Private sector innovation support programmes that address public and social challenges
- Designing programmes that build productive partnerships between universities and firms for innovation
- Communicating the importance of investing in innovation for economic growth to different audiences e.g. business, politicians, and the public.

The activity should be designed to a common framework, for instance:

- What we did, what we learned, and what we do now in the UK
- Common shared challenges and how to overcome them (including practitioner insights from Innovate UK and others)
- In-depth models and insights from one or two UK programme cases
- Latest thinking/practice globally and key innovations in approach
- Links to further resources like those on OECD Innovation Policy Platform (IPP) or organisations within the UK.

Within the GIPA pilot, this activity has not yet been delivered. It is most likely going to be delivered through:

i) online materials – the Supplier for the pilot contract is in the process of developing online modules. These are likely to cover the topics of: Evaluation of Innovation Policy; Policies

- to support the role of universities in an innovation ecosystem; Structuring an innovation ecosystem for success; supporting sector clusters; Foresight and Futures in innovation policy.
- ii) Workshops for programme managers': working with the Policy Leaders cohorts to design and deliver these in the partner countries.

#### 2.3 Alumni and networking activities

Bidders can opt to propose alumni and networking activities that they believe will deliver sustainable outputs to the programme. These activities would not increase the value of the proposed budget. Bidders must specify exactly what activities they propose and the cost of those specific activities, in addition to the benefit these activities would deliver.

## 6. Requirement

#### 6.1. Deliverables

#### Summary

The Supplier will be expected to successfully diagnose and scope, design and deliver the GIPA programme as detailed under the Scope section, within the agreed budget, for the 11 Newton Fund countries identified. Per country, this should encompass diagnosis and scoping, design and delivery of GIPA for at least:

- 1. One cohort of the Innovation Policy Leaders programme per country (to be delivered in English language) and
- 2. One 'cohort' of the Innovation Programme Managers programme per country (this may have to be delivered in local languages, depending on the situation of individual countries).

#### In-depth

The Supplier's outputs will be:

- Successful scoping of the innovation officials' professional development needs in each country
- Successful engagement of key innovation stakeholders and GIPA participants from each country
- Successful design of GIPA, tailored to the needs of particular countries
- Successful delivery of GIPA, delivering at a regional level where possible (e.g. in SE Asia), and in the most cost effective manner possible.
- Informing Innovate UK of the progress on diagnostic and scoping, design and the outputs and outcomes of each programme delivered, through a feedback process that will include:
  - submission of a report summarising the outcomes of the diagnostic and scoping phases for each batch of GIPA, once complete.
  - submission of quarterly progress reports to Innovate UK summarising progress made on delivery and outcomes of delivering the programmes.
  - submission of a final report outlining the results and outcomes of GIPA, including full details of the costs of scoping, design and delivery of the programme.

The selected Supplier will agree a format for reporting with Innovate UK at the start of the contract.

#### 6.2. Approach to Delivery

As mentioned in the Scope section above, we expect the Supplier to deliver this assignment in two phases: (1) diagnostic and scoping and (2) design and delivery.

Given that we are asking the Supplier to deliver GIPA across 11 countries, we understand that this will need to be done in batches and cannot be undertaken all at once. As mentioned, as far as possible, we would like GIPA to be delivered as a regional or multicountry cohort programme. This should not only lead to cost efficiencies, but also our hope is that it will encourage learning across countries, as is happening in the Pacific Alliance pilot. We appreciate that a multi-country approach might not be feasible in all cases, e.g. India and Brazil.

We are conscious of building up expectations within a country through the diagnostic and scoping phase, and the need to meet those expectations through delivery of GIPA soon after. For this reason, we want the two phases (for a single country) to be delivered without much of a time gap. This is also important as key stakeholders within government will change, and we need to ensure that we keep momentum on interest and demand for GIPA.

For this reason, we would like the Supplier to begin with delivery of GIPA to (1) South East Asia, to include Indonesia, Malaysia, the Philippines, Thailand, and Vietnam; (2) India (3) Brazil (4) Remaining countries.

#### Diagnostic and Scoping Phase

The Supplier will need to undertake the diagnostic and scoping phase as detailed in the Scope section above. This will enable the Supplier to identify and discuss particular needs, as well as the content and structure of the GIPA programme to be delivered, and the target programme participants. It is anticipated this phase will last 1-3 months.

#### Design and Delivery Phase

Based on the content and recommendations of the diagnostic and scoping phase, the Supplier will need to design the content and structure of both programmes for delivery in each country. This should be undertaken in close collaboration with stakeholders in each of the countries. This will help ensure appropriate content and focus, and also ensure resources link directly into national initiatives. It is anticipated that this design phase will last 2-4 months.

#### 6.3. Skills and Expertise of Supplier

For greatest impact on our partner countries, we foresee that an integrated 'UK system' offer which builds on UK strengths and that incorporates a range of organisations with different skill-sets and expertise in innovation policy and professional development, coordinated by a lead agency, as being highly preferable.

It is also expected that bidders will demonstrate strengths in understanding the UK innovation system and its strengths and weaknesses.

We also believe that this contract offers a significant gateway opportunity to the selected bidder to continue to work and provide support to the Newton Fund countries beyond the lifetime of the Newton Fund funding.

#### a) Mandatory skills and expertise

#### **Bidders must demonstrate:**

- skills and expertise in both designing and delivering professional development programmes related to innovation policy for comparable cohorts in an international context.
- previous experience of working in Newton Fund countries on issues related to their innovation ecosystems.
- a solid understanding of the innovation ecosystems of the partner countries.
- their strengths in understanding the latest thinking of theory and practice in innovation policy, and what has worked and hasn't worked in the UK innovation ecosystem.
- the ability to ensure materials are translated and delivered in local languages, where appropriate.

The lead agency will need to have exceptional networks across the UK innovation ecosystem and internationally; the proven ability to research and create well designed professional learning resources; and practical experience of running innovation support programmes.

**Bidders must include** in-country partners from Newton Fund countries in at least the diagnostic and scoping phase, but also preferably the design and delivery phase. However we are not expecting bidders to include one in-country partner per country; the inclusion of in-country partners who have acceptable multi-country experience is also appropriate.

#### 6.4. Other important information

- Selection of cohorts for the Innovation Policy Leaders programme: the Supplier will not be expected to identify the cohorts to attend this programme. However the Supplier will likely play a role in facilitating this process, together with Newton Fund colleagues from our Embassies and High Commissions.
- Matched funding/effort from our partner countries: One of the main premises of the Newton Fund is that the partner countries are expected to contribute towards the cost of delivering Newton Fund programmes, either in matched resource or matched effort. We are expecting this match to be in the form of:
  - travel, accommodation, subsistence and related expenditure of GIPA programme participants,
  - the time spent by programme participants in attending GIPA,
  - the costs of venue hire and associated expenses for the programmes, if paid for by

the partner governments.

The Supplier will be expected to take part in discussions with in-country stakeholders about the match funding element together with Innovate UK and the Newton in-country teams in our Embassies and High Commissions.

#### 6.5. Costing this proposal

We recognise that this is a complex proposal to cost.

Bidders should show separate costings for the two phases and within the design and delivery phase for the Innovation Policy Leaders Programme and the Innovation Programme Managers Programme separately, at a country level, i.e. cost out what GIPA will take to deliver for each country.

We realise that there will be some efficiencies of scale in delivering the programme at a group/regional level (i.e. not at an individual country level) and we would like costings to reflect that, e.g. running the Policy Leaders programme for a 20-25 people cohort. (This also adds greatly to cross-learning amongst countries in cohorts).

Bidders will need to state how many people both programmes will cover (through their approach and methodology) and provide justification for the number covered.

#### What the costings should cover

The costings should cover all costs of diagnosis, scoping, design and delivery of GIPA, except for travel, accommodation, visa and subsistence costs of participants when attending training either in country, in the region, or in the UK.

Bidders must budget for venue hire and associated costs if running classroom-based training in the partner country. There may be an opportunity for the partner country to pay for these costs, and if this happens, the Suppliers budget will be adjusted accordingly.

#### 7. Timetable

#### **Delivery of work**

As mentioned above, it is likely that the selected Supplier will need to deliver GIPA in batches rather than attempt to deliver the programme across 11 countries simultaneously. We would like the Supplier to start with the five South East Asian countries (where we believe the programme can be delivered on a regional basis), and India (where it will most likely need to be delivered for India alone).

We anticipate that it will take between 10-14 months to deliver one batch of GIPA. The anticipated breakdown is as follows, however we are open to suggestions from bidders.

- + 2-4 months: Diagnosis and Scoping phase for one batch complete
- + 4-6 months: Design of one batch complete
- + 6-12 months: Delivery of one batch complete

#### Reporting

The successful Supplier will be required to report to the Newton Fund Programme Manager at Innovate UK on a quarterly basis, identifying progress against key performance indicators in the contract, as set out in a monitoring and evaluation plan. This plan should be detailed in the Bidder's proposal, as part of the Project Plan and Approach & Methodology, and will be finalised at the contract award stage. The Supplier shall be required to design and implement a suitable reporting format that shall be submitted to Innovate UK. The Supplier may also need to liaise with the Newton Fund evaluation agency from time to time, supplying information upon request.

## **Key reporting milestones**

- Kick-off meeting
- Attendance at up to three oversight meetings per year, most likely in London or Swindon
- Diagnostic and scoping phase report for each batch
- Quarterly reports
- Final report for each batch.

#### Right to use

Innovate UK may want to use the Deliverables for another use. We will be able to do so at no extra cost.

The Contract duration shall be for a period of three (3) years with optional extensions of up to one (1) year period from commencement of the Contract.

## Section 5 - Evaluation model

#### 5.1 Introduction

- 5.1.1 The evaluation process will be conducted to ensure that Bids are evaluated fairly to ascertain the bidders who can demonstrate the required skills qualities, technical ability and capacity, commercial stability and experience to ensure successful performance of the Contract.
- 5.1.2 The evaluation team may comprise staff from UK SBS, the Customer and any specific external stakeholders UK SBS deem required

#### 5.2 Evaluation of Bids

- 5.2.1 Evaluation of Bids shall be based on a Selection questionnaire defined in the esourcing tool.
- 5.3. **SELECTION** questionnaire
- 5.3.1 The Selection questionnaire shall be marked against the following Selection pass / fail and scoring criteria.
- 5.3.2 The selection questionnaire shall be marked against the following Mandatory or discretionary pass / fail criteria.

Selection Pass/fa	ail criteria	
Questionnaire	Q No.	Question subject
Selection Part 1	SEL1.13	Contact details and declaration
Selection Part 2	SEL2.2	Participation in a criminal organisation
Selection Part 2	SEL2.3	Corruption
Selection Part 2	SEL2.4	Fraud
Selection Part 2	SEL2.5	Terrorist Offences or offences link to terrorist activities
Selection Part 2	SEL2.6	Money laundering or Terrorist financing
Selection Part 2	SEL2.7	Child Labour and other forms of trafficking in human beings
Selection Part 2	SEL 2.8	Payment of tax or social security
Selection Part 2	SEL 2.9	Self cleaning
Selection Part 2	SEL3.2	Breach of environmental obligations
Selection Part 2	SEL3.3	Breach of social obligations
Selection Part 2	SEL3.4	Breach of labour law obligations
Selection Part 2	SEL3.5	Bankruptcy
Selection Part 2	SEL3.6	Guilty of grave professional misconduct
Selection Part 2	SEL3.7	Distorting competition
Selection Part 2	SEL3.8	Conflict of Interest
Selection Part 2	SEL3.9	Prior involvement in procurement process
Selection Part 2	SEL3.10	Prior performance of contract
Selection Part 2	SEL3.11	Serious Misrepresentation
Selection Part 2	SEL3.12	Withholding information
Selection Part 2	SEL3.13	Unable to provide supporting documentation for ESPD
Selection Part 2	SEL3.14	Influenced the decision making process
Selection Part 3	SEL4.1	Audited accounts
Selection Part 3	SEL4.3	Wider group / guarantee
Additional	SEL4.4	Insurance
Questions		
Selection Part 3	SEL5.4	Compliance under Modern Slavery Act 2015
Additional	SEL5.5	Health and Safety Policy
Questions		

Additional	SEL5.6	Enforcement/remedial orders in relation to the Health and
Questions		Safety Executive
Additional	SEL5.7	Breaching environmental legislation
Questions		
Additional	SEL5.8	Checking sub-contractors for infringement of
Questions		environmental legislation
Additional	SEL5.9	Unlawful discrimination
Questions		
Additional	SEL5.10	Checking sub-contractors for unlawful discrimination
Questions		
Additional	FOI1.1	Freedom of information
Questions		
Additional	5.11	Capability of Staff
Questions		
Additional	5.12	Previous experience
Questions		
Additional	5.13	Language
Questions		
	pass / fail of and not con	t of a Bidder failing to meet the requirements of a Mandatory criteria, UK SBS reserves the right to disqualify the Bidder nsider evaluation of the any of the selection stage scoring ly, nor the Award stage scoring methodology or Mandatory riteria.

- 5.3.3 Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.
- 5.3.4 The evaluation model below shall be used for this RFP which will be determined to two decimal places.
- 5.3.5 Questions marked 'for information only' do not contribute to the scoring model.

## 5.4. **AWARD** questionnaire

5.4.1 The award questionnaire shall be marked against the following Mandatory or discretionary pass / fail criteria. Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.

Award Pass	/fail criteria	
Questionn aire	Q No.	Question subject

Commercial	AW1.1	Form of Bid
Commercial	AW1.2	Bid validity period
Commercial	AW1.3	Certificate of bona fide Bid
Commercial	AW2.1	Executive Summary
Commercial	AW4.1	Compliance to the Contract Terms
Commercial	AW4.2	Changes to the Contract Terms
Price	AW5.1	Firm and fixed price
Price	AW5.3	Open book policy
Quality	AW6.1	Compliance to the Specification
-	-	Request for Quotation response - received on time within the
		e-sourcing tool
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, UK SBS reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.	

- 5.4.2 The Award questionnaire shall be marked against the following Award scoring criteria.
- 5.4.3 The evaluation model below shall be used for this RFP which will be determined to two decimal places.
- 5.4.4 Questions marked 'for information only' do not contribute to the scoring model.

## **Award Scoring criteria**

## **Evaluation Justification Statement**

In consideration of this particular requirement UK SBS has decided to evaluate Potential Providers by adopting the weightings/scoring mechanism detailed within this RFP. UK SBS considers these weightings to be in line with existing best practice for a requirement of this type.

Questionnaire	Q No.	Question subject	Maximum Marks
Price	AW5.2	Price	20%
Quality	AW6.2	Approach and Methodology	30%
Quality	AW6.3	Innovation Policy Ecosystems	5%
Quality	AW6.4	Project Plan	20%
Quality	AW6.5	Risk Management	For Information Only
Quality	AW6.6	Project Team and Delivery	25%
Qulaity	AW6.7	Alumni and Networking Activates	For Information Only

#### Award Evaluation of criteria

#### **Non-Price elements**

Each question will be judged on a score from 0 to 100, which shall be subjected to a multiplier to reflect the percentage of the evaluation criteria allocated to that question.

Where an evaluation criterion is worth 20% then the 0-100 score achieved will be multiplied by 20.

**Example** if a Bidder scores 60 from the available 100 points this will equate to 12% by using the following calculation: Score/Total Points available multiplied by 20 ( $60/100 \times 20 = 12$ )

Where an evaluation criterion is worth 10% then the 0-100 score achieved will be multiplied by 10.

**Example** if a Bidder scores 60 from the available 100 points this will equate to 6% by using the following calculation: Score/Total Points available multiplied by 10 ( $60/100 \times 10 = 6$ )

The same logic will be applied to groups of questions which equate to a single evaluation criterion.

The 0-100 score shall be based on (unless otherwise stated within the question):

0	The Question is not answered or the response is completely unacceptable.
10	Extremely poor response - they have completely missed the point of the
	question.
20	Very poor response and not wholly acceptable. Requires major revision to the
	response to make it acceptable. Only partially answers the requirement, with
	major deficiencies and little relevant detail proposed.
40	Poor response only partially satisfying the selection question requirements with
	deficiencies apparent. Some useful evidence provided but response falls well
	short of expectations. Low probability of being a capable supplier.
60	Response is acceptable but remains basic and could have been expanded upon.
	Response is sufficient but does not inspire.
80	Good response which describes their capabilities in detail which provides high
	levels of assurance consistent with a quality provider. The response includes a
	full description of techniques and measurements currently employed.
100	Response is exceptional and clearly demonstrates they are capable of meeting
	the requirement. No significant weaknesses noted. The response is compelling
	in its description of techniques and measurements currently employed, providing
	full assurance consistent with a quality provider.

All questions will be scored based on the above mechanism. Please be aware that there may be multiple evaluators. If so, their individual scores will be averaged (mean) to determine your final score as follows:

#### **Example**

Evaluator 1 scored your bid as 60

Evaluator 2 scored your bid as 40

Evaluator 3 scored your bid as 80

Evaluator 4 scored your bid as 60

Your final score will  $(60+40+80+60) \div 4 = 60$ 

Price elements will be judged on the following criteria.

The lowest price for a response which meets the pass criteria shall score 100.

All other bids shall be scored on a pro rata basis in relation to the lowest price. The score is then subject to a multiplier to reflect the percentage value of the price criterion.

For example - Bid 1 £100,000 scores 100.

Bid 2 £120,000 differential of £20,000 or 20% remove 20% from price scores 80

Bid 3 £150,000 differential £50,000 remove 50% from price scores 50.

Bid 4 £175,000 differential £75,000 remove 75% from price scores 25.

Bid 5 £200,000 differential £100,000 remove 100% from price scores 0.

Bid 6 £300,000 differential £200,000 remove 100% from price scores 0.

Where the scoring criterion is worth 50% then the 0-100 score achieved will be multiplied by 50

In the example if a supplier scores 80 from the available 100 points this will equate to 40% by using the following calculation: Score/Total Points multiplied by 50 (80/100 x 50 = 40)

The lowest score possible is 0 even if the price submitted is more than 100% greater than the lowest price.

Once the evaluation process and due diligence is complete, should the result of the process result in a tied place(s) then the supplier(s) who scored the highest total in the total criteria shall be considered the successful supplier and shall be awarded the opportunity

#### 5.5. Evaluation process

#### 5.5.1 The evaluation process will feature some, if not all, the following phases

Stage	Summary of activity	
Receipt and Opening	<ul> <li>RFP logged upon opening in alignment with UK SBS's procurement procedures.</li> <li>Any RFP Bid received after the closing date will be rejected unless</li> </ul>	
	circumstances attributed to UK SBS or the e-sourcing tool beyond the bidder control are responsible for late submission.	
Compliance check	Check all Mandatory requirements are acceptable to UK SBS.	
on one	Unacceptable Bids maybe subject to clarification by UK SBS or	

## OFFICIAL-SENSITIVE (COMMERCIAL)

	rejection of the Bid.
Scoring of the Bid	Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the Selection criteria.
Clarifications	The Evaluation team may require written clarification to Bids
Re - scoring of the Bid and Clarifications	Following Clarification responses, the Evaluation team reserve the right to independently re-score the Bid and Clarifications and provide a commentary of their re-scoring justification against the Selection criteria.
Shortlisting of Bidders	UK SBS will shortlist the Bidders based on the Responses received and the Evaluation Model detailed in Section 5 of the RFP.
Validation of unsuccessful Bidders	To confirm contents of the letters to provide details of scoring and relative feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.

# Section 6 – Selection and award questionnaires Section 6 – Selection questionnaire

#### 6.1 Introduction

The Selection questionnaires are located in the within the e-sourcing tool.

Guidance on completion of the questions are is available at <a href="http://www.uksbs.co.uk/services/procure/Pages/supplier.aspx">http://www.uksbs.co.uk/services/procure/Pages/supplier.aspx</a>

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

## Section 6 - Award questionnaire

- 6.2 The Award questionnaires are located within the e-sourcing tool.
- 6.3 Guidance on completion of the questions is available at <a href="http://www.uksbs.co.uk/services/procure/Pages/supplier.aspx">http://www.uksbs.co.uk/services/procure/Pages/supplier.aspx</a>

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

## Section 7 – General information

#### 7.1. Introduction

- 7.1.1 UK SBS wishes to establish a Contract for the provision of the Delivery of the Global Innovation Policy Accelerator (GIPA) Programme. UK SBS is managing this procurement process in accordance with the Public Contracts Regulations 2015 (as may be amended from time to time) (the "Regulations"). This is a Services Contract being procured under the OJEU Open Procedure
- 7.1.2 UK SBS is procuring the Contract for its exclusive use (OPB).
- 7.1.3 UK SBS logo, trademarks and other identifying marks are proprietary and may not be incorporated in the Companies response without UK SBS's written permission.
- 7.1.4 The Bidder shall indemnify and keep indemnified UK SBS against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Bidder of this document.
- 7.1.5 If there is any doubt with regard to the ambiguity of any question or content contained in this questionnaire then PLEASE ASK a clarification question, but please ensure that your question is via the formal clarification process in writing to the UK SBS representative nominated. No approach of any kind in connection with this opportunity should be made to any other person within, or associated with UK SBS. All information secured outside of this named contact shall have no legal standing or worth and should not be relied upon.
- 7.1.6 It remains the responsibility of the Bidder to keep UK SBS informed of any matter that may affect continued qualification
- 7.1.7 Prior to commencing formal evaluation, Submitted Responses will be checked to ensure they are fully compliant with the Pass / Fail criteria within the Evaluation model. Non-compliant Submitted Responses may be rejected by UK SBS. Submitted Responses which are deemed by UK SBS to be fully compliant will proceed to evaluation. These will be evaluated using the criteria and scores detailed in the matrix set out in Section 5.
- 7.1.8 Following evaluation of the submitted Responses and approval of the outcome UK SBS intends to select a short list of Bidders to proceed to Award stage of this Procurement.
- 7.1.9 Whilst it is UK SBS's [and any relevant Other Public Bodies] intention to purchase the majority of its Services under this Contract Arrangement from the Supplier(s) appointed this does not confer any exclusivity on the appointed Suppliers. UK SBS and any relevant Other Public Bodies reserve the right to purchase any Services and services (including those similar to the Services covered by this procurement) from any Supplier outside of this Contract.
- 7.1.10 UK SBS reserves the right not to conclude a Contract as a result of the current procurement process. Bidders should review the contents of Section 7 paragraph 7.8.1 when considering submitting their Response.

- 7.1.11 The Services covered by this procurement exercise have NOT been sub-divided into Lots.
- 7.1.12 UK SBS shall utilise the Crown Commercial Service (CCS previously Government Procurement Service) Emptoris e-sourcing tool url <a href="https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp">https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp</a> to conduct this procurement. There will be no electronic auction following the conclusion of the evaluation of the Request for Proposal (RFP) responses. Bidders will be specifically advised where attachments are permissible to support a question response within the e-sourcing tool. All enquiries with respect to access to the e-sourcing tool and problems with functionality within the tool may be submitted to Crown Commercial Service, Telephone 0345 010 3503.
- 7.1.13 Please utilise the messaging system within the e-sourcing tool located at <a href="https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp">https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp</a> within the timescales <a href="mailto:detailed">detailed</a> in <a href="Section 3">Section 3</a>. If you have any doubt as to what is required or will have difficulty in providing the information requested. Bidders should note that any requests for clarifications may not be considered by UK SBS if they are not articulated by the Bidder within the discussion forum within the e-sourcing tool.
- 7.1.14 Bidders should read this document, RFx attachments. Messages and the evaluation questionnaires carefully before completing the Response submission. Failure to comply with any of these instructions for completion and submission of the Submitted Response may result in the rejection of the Response. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the goods/services/goods and services and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.
- 7.1.15 All material issued in connection with this RFP shall remain the property of UK SBS and/or as applicable relevant OPB and shall be used only for the purpose of this procurement. All Due Diligence Information shall be either returned to UK SBS or securely destroyed by the Bidder (at UK SBS's option) at the conclusion of the procurement
- 7.1.16 The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and the Conditions of Response.
- 7.1.17 The Bidder shall not make contact with any other employee, agent or consultant of UK SBS or any relevant OPB or Customer who are in any way connected with this procurement during the period of this procurement, unless instructed otherwise by UK SBS.
- 7.1.18 UK SBS shall not be committed to any course of action as a result of:
  - 7.1.18.1 issuing this RFP or any invitation to participate in this procurement;
  - 7.1.18.2 an invitation to submit any Response in respect of this procurement;
  - 7.1.18.3 communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement; or
  - 7.1.18.4 any other communication between UK SBS and/or any relevant OPB (whether directly or by its agents or representatives) and any other party.

- 7.1.19 Bidders shall accept and acknowledge that by issuing this RFP UK SBS shall not be bound to accept any Response and reserves the right not to conclude a Contract for some or all of the Services for which Responses are invited.
- 7.1.20 UK SBS reserves the right to amend, add to or withdraw all or any part of this RFP at any time during the procurement.
- 7.1.21 Bidders should not include in the Response any extraneous information which has not been specifically requested in the RFP including, for example, any sales literature, standard terms of trading etc. Any such information not requested but provided by the Bidder shall not be considered by UK SBS.
- 7.1.22 If the Bidder is a consortium, the following information must be provided: full details of the consortium; and the information sought in this RFP in respect of each of the consortium's constituent members as part of a single composite response. Potential Providers should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium as indicated in the relevant section of the selection questionnaire SEL1.9 specifically refers. If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided as indicated in the relevant section of the RFP. However, please note UK SBS reserves the right to require a successful consortium to form a single legal entity in accordance with regulation 19(6) of the Regulations. UK SBS recognises that arrangements in relation to consortia may (within limits) be subject to future change. Potential Providers should therefore respond in the light of the arrangements as currently envisaged. Potential Providers are reminded that any future proposed change in relation to consortia must be notified to UK SBS so that it can make a further assessment by applying the selection criteria to the new information provided and consider rejection of the Response if UK SBS reasonably consider the change to have a material impact of the delivery of the viability of the Response.

#### 7.2. Bidder conference

7.2.1 A Bidders' Conference will not be held in conjunction with this procurement.

#### 7.3. Confidentiality

- 7.3.1 Subject to the exceptions referred to in paragraph 7.3.2, the contents of this RFP are being made available by UK SBS on condition that:
  - 7.3.1.1 Bidders shall at all times treat the contents of the RFP and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
  - 7.3.1.2 Bidders shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;
  - 7.3.1.3 Bidders shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Response; and
  - 7.3.1.4 Bidders shall not undertake any publicity activity within any section of the media in relation to this procurement
- 7.3.2 Bidders may disclose, distribute or pass any of the Information to the Bidder's advisers, sub-contractors or to another person provided that either:

- 7.3.2.1 This is done for the sole purpose of enabling a Response to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Bidder; or
- 7.3.2.2 The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract arising from it; or
- 7.3.2.3 The Bidder is legally required to make such a disclosure
- 7.3.3 In paragraphs 7.3.1 and 7.3.2 above the term 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.
- 7.3.4 UK SBS may disclose detailed information relating to Responses to its employees, agents or advisers and UK SBS may make any of the Contract documents available for private inspection by its officers, employees, agents or advisers. UK SBS also reserves the right to disseminate information that is materially relevant to the procurement to all Bidders, even if the information has only been requested by one Bidder, subject to the duty to protect each Bidder's commercial confidentiality in relation to its Response (unless there is a requirement for disclosure as explained in paragraphs 7.4.1 to 7.4.3 below).
- 7.3.5 All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement including ensuring value for money and related aspects of good procurement practice.
  - For these purposes, UK SBS may disclose within Government any of the Bidders documentation/information (including any that the Bidder considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Bidder to UK SBS during this Procurement. Subject to section 7.4 below, the information will not be disclosed outside Government. Bidders taking part in this RFP consent to these terms as part of the competition process.
- 7.3.6 From 2nd April 2014 the Government is introducing its new Government Security Classifications ("GSC") classification scheme to replace the current Government Protective Marking System ("GPMS"). A key aspect of this is the reduction in the number of security classifications used. All Bidders are encouraged to make themselves aware of the changes and identify any potential impacts in their Bid, as the protective marking and applicable protection of any material passed to, or generated by, you during the procurement process or pursuant to any Contract awarded to you as a result of this tender process will be subject to the new GSC from 2nd April 2014. The link below to the Gov.uk website provides information on the new GSC: <a href="https://www.gov.uk/government/publications/government-security-classifications">https://www.gov.uk/government/publications/government-security-classifications</a>
- 7.3.7 UK SBS reserves the right to amend any security related term or condition of the draft contract accompanying this RFP to reflect any changes introduced by the GSC. In particular where this RFP is accompanied by any instructions on safeguarding classified information (e.g. a Security Aspects Letter) as a result of any changes stemming from the new GSC, whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies or otherwise. This may relate to the instructions on safeguarding

classified information (e.g. a Security Aspects Letter) as they apply to the procurement as they apply to the procurement process and/or any contracts awarded to you as a result of the procurement process.

#### 7.4 Freedom of information

- 7.4.1 In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FolA') and the Environmental Information Regulations 2004 (the 'EIR') (each as amended from time to time), UK SBS may be required to disclose information submitted by the Bidder to UK SBS.
- 7.4.2 In respect of any information submitted by a Bidder that it considers to be commercially sensitive the Bidder should complete the Freedom of Information declaration question defined in the Question FOI1.2.
- 7.4.3 Where a Bidder identifies information as commercially sensitive, UK SBS will endeavour to maintain confidentiality. Bidders should note, however, that, even where information is identified as commercially sensitive, UK SBS may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, UK SBS is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, UK SBS cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.
- 7.4.4 Where a Bidder receives a request for information under the FoIA or the EIR during the procurement, this should be immediately passed on to UK SBS and the Bidder should not attempt to answer the request without first consulting with UK SBS.
- 7.4.5 Bidders are reminded that the Government's transparency agenda requires that sourcing documents, including RFP templates such as this, are published on a designated, publicly searchable web site, and, that the same applies to other sourcing documents issued by UK SBS, and any contract entered into by UK SBS with its preferred supplier once the procurement is complete. By submitting a response to this RFP Bidders are agreeing that their participation and contents of their Response may be made public.

#### 7.5. Response Validity

7.5.1 Your Response should remain open for consideration for a period of 90 days. A Response valid for a shorter period may be rejected.

#### 7.6. Timescales

7.6.1 <u>Section 3</u> of the RFP sets out the proposed procurement timetable. UK SBS reserves the right to extend the dates and will advise potential Bidders of any change to the dates.

#### 7.7. UK SBS's Contact Details

7.7.1 Unless stated otherwise in these Instructions or in writing from UK SBS, all communications from Bidders (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement must be directed through the e-sourcing tool to the designated UK SBS contact.

- 7.7.2 All enquiries with respect to access to the e-sourcing tool may be submitted to Crown Commercial Service, Telephone 0345 010 3503.
- 7.7.3 Bidders should be mindful that the designated Contact should <u>not under any circumstances</u> be sent a copy of their Response outside of the e-sourcing tool. Failure to follow this requirement will result in disqualification of the Response.

#### 7.8. Preparation of a Response

- 7.8.1 Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Responses. Bidders are solely responsible for all costs, expenses and other liabilities arising in connection with the preparation and submission of their Response and all other stages of the selection and evaluation process. Under no circumstances will UK SBS, or any of their advisers, be liable for any such costs, expenses or liabilities borne by Bidders or their sub-contractors, suppliers or advisers in this process.
- 7.8.2 Bidders are required to complete and provide all information required by UK SBS in accordance with the Conditions of Response and the Request for Proposal. Failure to comply with the Conditions and the Request for Proposal may lead UK SBS to reject a Response.
- 7.8.3 UK SBS relies on Bidders' own analysis and review of information provided. Consequently, Bidders are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Responses and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement.
- 7.8.4 Bidders must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding their Responses, without reliance upon any opinion or other information provided by UK SBS or their advisers and representatives. Bidders should notify UK SBS promptly of any perceived ambiguity, inconsistency or omission in this RFP, any of its associated documents and/or any other information issued to them during the procurement.
- 7.8.5 Bidders must ensure that each response to a question is within any specified word count. Any responses with words in excess of the word count will only be consider up to the point where they meet the word count, any additional words beyond the volume defined in the word count will not be considered by the evaluation panel.
- 7.8.6 Bidders must ensure that each response to a question is not cross referenced to a response to another question. In the event of a Bidder adding a cross reference it will not be considered in evaluation.

#### 7.9. Submission of Responses

- 7.9.1 The Response must be submitted as instructed in this document through the e-sourcing tool. Failure to follow the instruction within each Section of this document, to omit responses to any of the questions or to present your response in alignment with any guidance notes provided may render the Response non-compliant and it may be rejected.
- 7.9.2 UK SBS may at its own absolute discretion extend the closing date and the time for receipt of Responses specified <u>Section 3</u>.
- 7.9.3 Any extension to the RFP response period will apply to all Bidders.

- 7.9.4 Any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided. Failure to adhere to this requirement will result in the Response not being considered.
- 7.9.5 UK SBS does not accept responsibility for the premature opening or mishandling of Responses that are not submitted in accordance with the instructions of this document.
- 7.9.6 The Response and any documents accompanying it must be in the English language
- 7.9.7 Bidders must submit their response through the e-sourcing tool:
- 7.9.8 Responses will be submitted any time up to the date indicated in <u>Section 3</u>. Responses received before this deadline will be retained in a secure environment, unopened until this deadline has passed.
- 7.9.9 Responses received after the date indicated in <u>Section 3</u> shall not be considered by UK SBS unless the Bidder can justify the reason for the delay.
  - 7.9.9.1 The Bidder must demonstrate irrefutable evidence in writing they have made best endeavours to ensure the Response was received on time and that the issue was beyond their control.
  - 7.9.9.2 Any request for a late Response to be considered must be emailed to <a href="mailto:bids@uksbs.co.uk">bids@uksbs.co.uk</a> in advance of 'the deadline' if a bidder believes their Response will be received late.
  - 7.9.9.3 UK SBS reserves the right to accept or reject any late Response without justification to the affected Bidder and make no guarantee it will consider any request for a late Response to be considered.

#### 7.10. Canvassing

7.10.1 Any Bidder who directly or indirectly canvasses any employee, or agent of UK SBS or its members or any relevant OPB or any of its employees concerning the establishment of the Contract or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Bidder, Response or proposed Response will be disqualified.

#### 7.11. Disclaimers

- 7.11.1 Whilst the information in this RFP, Due Diligence Information and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.
- 7.11.2 Neither UK SBS, nor any relevant OPB's nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:
  - 7.11.2.1 makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the RFP; or
  - 7.11.2.2 accepts any responsibility for the information contained in the RFP or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

7.11.3 Any persons considering making a decision to enter into contractual relationships with UK SBS and/or, as applicable, relevant OPB following receipt of the RFP should make their own investigations and their own independent assessment of UK SBS and/or, as applicable, relevant OPB and its requirements for the goods/services/goods and services and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the RFP or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with Paragraph 7.15 of this RFP.

#### 7.12. Collusive behaviour

#### 7.12.1 Any Bidder who:

- 7.12.1.1 fixes or adjusts the amount of its Response by or in accordance with any agreement or arrangement with any other party; or
- 7.12.1.2 communicates to any party other than UK SBS or, as applicable, relevant OPB the amount or approximate amount of its proposed Response or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Response or insurance or any necessary security); or
- 7.12.1.3 enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Response; or
- 7.12.1.4 enters into any agreement or arrangement with any other party as to the amount of any Response submitted; or
- 7.12.1.5 offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Response or proposed Response, any act or omission,

shall (without prejudice to any other civil remedies available to UK SBS and without prejudice to any criminal liability which such conduct by a Bidder may attract) be disqualified.

#### 7.13. No inducement or incentive

7.13.1 The RFP is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Bidder to submit a Response or enter into the Contract or any other contractual agreement.

#### 7.14. Acceptance of the Contract

- 7.14.1 The Bidder in submitting the Response undertakes that in the event of the Response being accepted by UK SBS and UK SBS confirming in writing such acceptance to the Bidder, the Bidder will within 30 days of being called upon to do so by UK SBS execute the Contract in the form set out in the Contract Terms or in such amended form as may subsequently be agreed.
- 7.14.2 UK SBS shall be under no obligation to accept the lowest priced or any Response.

#### 7.15. Queries relating to the Response

- 7.15.1 All requests for clarification about the requirements or the process of this procurement shall be made in through the e-sourcing tool unless where the e-sourcing tool is unavailable due to Emptoris or Crown Commercial Service system maintenance or failure when a clarification by email to the contact defined in <a href="Section">Section</a>
  3.
- 7.15.2 UK SBS will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time.
- 7.15.3 In the event of a Bidder requiring assistance uploading a clarification to the esourcing portal they should use the contact details defined in <u>Section 3</u>.
- 7.15.4 No further requests for clarifications will be accepted after 5 days prior to the date for submission of Responses.
- 7.15.5 In order to ensure equality of treatment of Bidders, UK SBS intends to publish the questions and clarifications raised by Bidders together with UK SBS's responses (but not the source of the questions) to all participants on a regular basis.
- 7.15.6 Bidders should indicate if a query is of a commercially sensitive nature where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if UK SBS at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Bidders would potentially benefit from seeing both the query and UK SBS's response, UK SBS will:
  - 7.15.6.1 invite the Bidder submitting the query to either declassify the query and allow the query along with UK SBS's response to be circulated to all Bidders; or
  - 7.15.6.2 request the Bidder, if it still considers the query to be of a commercially confidential nature, to withdraw the query prior to the end of the closing date and time for Bidder clarifications.
- 7.15.7 UK SBS reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

#### 7.16. Amendments to Response Documents

7.16.1 At any time prior to the deadline for the receipt of Responses, UK SBS may modify the RFP by amendment. Any such amendment will be numbered and dated and issued by UK SBS to all prospective Bidders. In order to give prospective Bidders reasonable time in which to take the amendment into account in preparing their Responses, UK SBS may, at its discretion, extend the time and/or date for receipt of Responses.

#### 7.17. Modification and withdrawal

- 7.17.1 Bidders may modify their Response where allowable within the e-sourcing tool. No Response may be modified after the deadline for submission of Responses.
- 7.17.2 Bidders may withdraw their Response at any time prior the deadline for submission of Responses [or any other time prior to accepting the offer of a Contract]. The notice to withdraw the Response must be in writing and sent to UK SBS by recorded delivery

#### OFFICIAL-SENSITIVE (COMMERCIAL)

or equivalent service and delivered to UK SBS at UK Shared Business Services Ltd, Procurement Policy Manager, Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1ET

#### 7.18. Right to disqualify or reject

- 7.18.1 UK SBS reserves the right to reject or disqualify a Bidder where
  - 7.18.1.1 the Bidder fails to comply fully with the requirements of this Request for Proposal or presents the response in a format contrary to the requirements of this document; and/or
  - 7.18.1.2 the Bidder is guilty of serious misrepresentation in relation to its Response; expression of interest; or the Response process; and/or
  - 7.18.1.3 there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder.

#### 7.19. Right to cancel, clarify or vary the process

#### 7.19.1 UK SBS reserves the right to:

- 7.19.1.1 cancel the evaluation process at any stage; and/or
- 7.19.1.2 require the Bidder to clarify its Response in writing and/or provide additional information. (Failure to respond adequately may result in the Bidder not being selected),

#### 7.20.. Notification of award

- 7.20.1 UK SBS will notify the successful Bidder of the Contract award in writing and will publish an Award Notice in the Official Journal of the European Union in accordance with the Regulations within 30 days of the award of the contract.
- 7.20.2 As required by the Regulations all unsuccessful Bidders will be provided with an email advising the outcome of the submission of their RFP response.

# **Appendix 'A' Glossary of Terms**

TERM	MEANING
"UK SBS"	means UK Shared Business Services Ltd herein after referred to as UK SBS.
"Bid", "Response", "Submitted Bid ", or "RFP Response"	means the Bidders formal offer in response to this Request for Proposal
"Bidders"	means the organisations being invited to respond to this Request for Proposal
"Central Purchasing Body"	means a duly constituted public sector organisation which procures goods/services for and on behalf of contracting authorities
"Conditions of Bid"	means the terms and conditions set out in this RFP relating to the submission of a Bid
"Contract"	means the agreement to be entered by UK SBS and the Supplier following any award under the procurement
"Contracting Bodies"	means UK SBS and any other contracting authorities described in the OJEU Contract Notice
"Customer"	means the legal entity (or entities) for which any Contract agreed will be made accessable to.
"Due Diligence	means the background and supporting documents and information
Information"	provided by UK SBS for the purpose of better informing the
"EIR"	Bidders responses to this Request for Proposal mean the Environmental Information Regulations 2004 together
LIK	with any guidance and/or codes of practice issued by the
	Information Commissioner or relevant Government department in
	relation to such regulations
FolA	means the Freedom of Information Act 2000 and any subordinate
	legislation made under such Act from time to time together with
	any guidance and/or codes of practice issued by the Information
	Commissioner or relevant Government department in relation to such legislation
"Lot"	means a discrete sub-division of the requirements
"Mandatory"	Means a pass / fail criteria which must be met in order for a Bid to
	be considered, unless otherwise specified.
"OJEU Contract	means the advertisement issued in the Official Journal of the
Notice"	European Union
"Order"	means an order for served by any Contracting Body on the Supplier
"Other Public Bodies"	means all Contracting Bodies except UK SBS
"Request for	means this Request for Proposal documentation and all related
Proposal" or "RFP"	documents published by UK SBS and made available to Bidders
	and includes the Due Diligence Information. <b>NOTE:</b> This document
	is often referred to as an Invitation to Tender within other
"Supplier"	organisations means the organisation awarded the Contract
"Standard Goods	means any goods/services set out at within Section 4 Specification
/Services"	means any goods, sorvious sor our ar within goods in a position is opposited than