

Request for Proposal



Request for Proposal (RFP) on behalf of UK Research and Innovation (UKRI) – Innovate UK

Subject: The provision of an independent national body to deliver the vision of the national electrification skills framework and forum

Sourcing Reference Number: PS22482

UK Shared Business Services Ltd (UK SBS)
www.uksbs.co.uk

Registered in England and Wales as a limited company. Company Number 6330639.
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VAT registration GB618 3673 25
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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 Contracting Authorities improve efficiency, generate savings and modernise. It is our vision to become the leading service provider for Contracting Authorities 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 Contracting Authorities. 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 the Department for Business, Energy & Industrial Strategy (BEIS), 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 Contracting Authorities. Our Contracting Authorities who have access to our services and Contracts are detailed [here](#).

Privacy Statement

At UK Shared Business Services (UK SBS) we recognise and understand that your privacy is extremely important, and we want you to know exactly what kind of information we collect about you and how we use it.

This privacy notice link below details what you can expect from UK SBS when we collect your personal information.

We will keep your data safe and private.

We will not sell your data to anyone.

We will only share your data with those you give us permission to share with and only for legitimate service delivery reasons.

<https://www.uksbs.co.uk/use/pages/privacy.aspx>

For details on how the Contracting Authority protect and process your personal data please follow the link below:

<https://www.ukri.org/privacy-notice/>

Section 2 – About the Contracting Authority

UK Research and Innovation

Operating across the whole of the UK and with a combined budget of more than £6 billion, UK Research and Innovation represents the largest reform of the research and innovation funding landscape in the last 50 years.

As an independent non-departmental public body UK Research and Innovation brings together the seven Research Councils (AHRC, BBSRC, EPSRC, ESRC, MRC, NERC, STFC) plus Innovate UK and a new organisation, Research England.

UK Research and Innovation ensures the UK maintains its world-leading position in research and innovation. This is done by creating the best environment for research and innovation to flourish.

For more information, please visit: www.ukri.org

Innovate UK

Innovate UK is the UK's national innovation agency. We support business-led innovation in all sectors, technologies and UK regions. Innovate UK helps businesses grow through the development and commercialisation of new products, processes, and services, supported by an outstanding innovation ecosystem that is agile, inclusive, and easy to navigate.

For more information, please visit: www.ukri.org/councils/innovate-uk

Section 3 – Working with the Contracting Authority

Section 3 – Contact details		
3.1	Contracting Authority Name and address	UK Research and Innovation (UKRI) – Innovate UK Polaris House, North Star Avenue, Swindon, SN2 1LF
3.2	Buyer	Abhi Parmar
3.3	Buyer contact details	ProfessionalServices@uksbs.co.uk
3.4	Maximum value of the Opportunity	The total potential value of this Contract is £700,000.00 excluding VAT Due to the nature of this Contract, none of the services provided will attract VAT
3.5	Process for the submission of clarifications and Bids	All correspondence shall be submitted within the Messaging Centre of the Jaggaer eSourcing portal. Guidance on how to obtain support on using the Jaggaer eSourcing portal can be found in Section 7.1.11. Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid <u>not</u> being considered, unless formally advised to do so by UKSBS.

Section 3 - Timescales		
3.6	Date of posting of Contract advert to Find a Tender.	Thursday 23 rd February 2023
3.7	Date RFP available to Bidders on Contracts Finder	Thursday 23 rd February 2023
3.8	Latest date / time RFP clarification questions shall be received through the Jaggaer eSourcing Portal	Monday 20 th March 2023 11.00 hours
3.9	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through the Jaggaer eSourcing Portal	Thursday 23 rd March 2023 11.00 hours
3.10	Latest date and time for Bidder to request access to the RFP documents	Friday 31 st March 2023 10.00 hours
3.11	Latest date and time RFP Bid shall be submitted through the Jaggaer eSourcing Portal (the Deadline)	Friday 31 st March 2023 11.00 hours
3.12	Date / Time Bidders should be	Week commencing Monday 10 th April 2023

	available if face to face clarifications are required	
3.13	Anticipated notification of proposed Contract award to unsuccessful bidders	Friday 14 th April 2023
3.14	Anticipated Contract Award Date	Monday 24 th April 2023
3.15	Commencement of Contract	Tuesday 25 th April 2023
3.16	Completion of Contract	Monday 31 st March 2025
3.17	Bid Validity Period	90 Days

Section 4 – Specification and about this Procurement

Introduction

The UK is undergoing a significant transition to technologies which will enable decarbonisation of our economy through electrification. The skills gap for electrification is well recognised and documented. There is a significant workforce development requirement to ensure that we can effectively deploy electrification across many sectors to meet the UK's net zero commitments. The UK's transition to electrification involves many technologies such as batteries, power electronics, machines and drives, hydrogen fuel cells, materials extraction and processing and end-of-life and recycling technologies, digitalisation and automation and many others. The UK must develop, manufacture and employ these technologies so that it can capitalise and prosper from this transition.

It is vital that we address the skills needs to support the transition to electrification through the creation and implementation of a framework for electrification workforce development. Workforce development must be addressed in line with technology development rather than after the technologies are developed to increase the pace of their delivery. The implementation of an electrification workforce development framework will attract foreign direct investment as companies select the UK as their manufacturing location, will enable businesses to grow through the availability of a trained workforce and ultimately enable us to meet our net zero commitments. We must also attract a more diverse group of people in order to develop better solutions and form a skilled workforce of sufficient scale and quality to meet the needs of an electrified economy.

Background

To start addressing these challenges, Warwick Manufacturing Group (WMG), The Faraday Institution (FI) and the High Value Manufacturing Catapult (HVMC) worked with a range of stakeholders, including the Faraday Battery Challenge and Driving the Electric Revolution, to develop the vision for a [National Electrification Skills Framework and Forum](#) (NESFF) for cross-sectoral electrification. Published in 2021, the report articulates the vision for a coordinated, national approach to the development of electrification workforce, in parallel with technology development, based on industry consensus and technology roadmaps that outline which technologies will enable our net zero future and when they will be available to the market.

The Faraday Battery Challenge (FBC) was created in 2017 in order to support the research, development and scale-up of battery technologies in the UK. UK Government has committed £541m to FBC to address two overarching aims:

1. To ensure the UK meets its net zero commitments in the required timescale by enabling development and scale-up of sustainable battery technologies.
2. To prosper from a just and fair transition to battery electrification across the nation through the development of a world class intellectual and physical supply chain.

FBC delivers against these two aims across its three delivery partners:

- The Faraday Institution for early-stage, mission-inspired battery technology research and high-level skills development.
- Innovate UK for mid-TRL interventions including business-led innovation through collaborative research and development and investor partnerships.
- The UK Battery Industrialisation Centre – an open access, state of the art gigascale battery manufacturing scale-up facility where businesses can test the scale-up of their

products and processes and de-risk the capital investment required for electrode, cell, module and pack assembly.

This is underpinned by horizon scanning to understand technology, market and policy trends; equality, diversity and inclusion and skills programmes; and building the ecosystem in partnership with the Innovate UK KTN.

The Driving the Electric Revolution Challenge was established in 2019 to support manufacturing of power electronics, electric machines and drives within the UK. PEMD technologies are crucial to the development of low and zero carbon technologies that will enable our Net Zero future and can be found in products as diverse as wind turbines to washing machines. The UK Government has committed over £80m to the Challenge to address the following aims.

1. To ensure that the UK manufacturing sector players a globally important role in the manufacturing of the components that underpin the government's net zero commitments.
2. To ensure the UK manufacturing sectors are given the support and infrastructure required to transition away from the manufacturing of components which are not compatible with Net Zero

Driving the Electric Revolution delivers against these aims through the following elements:

- [DER Industrialisation Centres](#), a network of £300m+ of open access equipment housed in around 30 universities and Research and Technology Organisations (RTOs) who support industry in strengthening PEMD manufacturing capability, capacity, and competitiveness.
- Collaborative Research and Development programme, which has funded 54 projects with 163 project partners so far. These projects cover the breadth and depth of the UK PEMD supply chain.
- Electric Revolution Skills Hub, an online hub which people use to research jobs in electrification (currently focused on PEMD), a platform that can signpost qualifications, bring the community together and ultimately secure them a position in this fast-evolving sector.
- Building Talent for the future programme, which has funded 29 projects developing industrially focused training materials across PEMD, including FE colleges, universities, social enterprises and private companies

Both the Faraday Battery Challenge and Driving the Electric Revolution recognise the importance of ensuring the availability of the skilled workforce to deliver their ambitions to enable the transition to net zero through the development and scale-up of battery and PEMD technologies in the UK. DER and FBC have worked with the Faraday Institution, Warwick Manufacturing Group and High-Value Manufacturing Catapult to create the vision for a National Electrification Skills Framework and Forum. NESFF provides a mechanism to connect the workforce development ambitions of FBC and Driving the Electric Revolution. Beyond batteries and PEMD, NESFF provides a mechanism to deliver a coordinated approach to electrification workforce development in the UK.

The vision for NESFF is based on the foundational principles of:

- **National effort** – the skills framework and forum is open to all in the UK and exists to benefit UK industry and society as a whole, focusing on common purpose to meet shared challenges and objectives
- **Quality** – the national effort will provide a common requirement and approach which providers can use to ensure that any training delivered is of high quality and is consistent

- **Immediate and future need** – the framework serves immediate skills needs but also looks into future needs, providing a skills base before it becomes critically in demand
- **Reskill, upskill, new skill** - it's critical that we provide new opportunities to those from other sectors as well as bringing in new individuals
- **Collaboration** – the framework and forum is focussed on creating partnerships for shared goals rather than having competing resources

The “framework” refers to the development, delivery and scale-up of training provision which will meet the technical knowledge, skills and behaviours for electrification. This is developed utilising the High-Value Manufacturing Catapult “skills value chain” concept, as outlined below:

Convene		Curate		Deliver	
1) Foresight future workforce capability	2) Define roles, occupations and standards	3) Develop modular curriculum and content	4) Set up assurance, validation and recognition	5) Deliver early-stage training (inc. teachers)	6) Scale-up with co-operating providers

The design and implementation of the framework is informed by the “forum” (or fora). The “forum” brings together two main stakeholder groups: 1) employers whose industries are undergoing a technological transition away from conventional to electrified technologies, 2) training providers to ensure a collaborative and joined-up approach.

Funding was secured through the Department for Education [Emerging Skills Project](#) to start to fill the gaps in training provision for key sectors to the UK economy which are electrifying, such as the automotive sector. It is now time for the evolution of the vision of the National Electrification Skills Framework and Forum. NESFF must be placed on a stable footing so it can continue to support the national electrification skills agenda and catalyse and coordinate further initiatives such as the Emerging Skills Project.

Rationale for the intervention

Innovate UK, part of UK Research and Innovation, seeks to fund an independent national body to administer and govern the vision for a NESFF as set out in the report. To date the NESFF has been led by WMG. Now we are seeking to fund dedicated resource to support the continued development and, most importantly, the implementation of NESFF. This intervention is needed to ensure that sufficient resource is allocated to enable the UK to continue to develop and deliver the vision of NESFF. The reason for this intervention is to therefore provide the dedicated, independent resource to deliver the vision for NESFF, which would not be possible otherwise as there is currently no solely dedicated resource to lead this activity.

The role of this funded body will be to ensure that the main stakeholders are brought together to support the most pressing electrification skills needs. Battery and power electronics, machines and drives (PEMD) manufacturing must be included in this initially funded period (other electrification technology areas may form part of the work but battery and PEMD manufacturing must be addressed). The independent national body will ensure that main stakeholders are engaged through the forum aspect. The framework aspect will involve continual horizon scanning and stakeholder engagement to identify areas of priority across all relevant technologies and sectors (manufacturing of batteries, power electronics, machines and drives for transport applications must be included) and develop the workforce development framework to enable these technologies to be delivered.

The independent national body (the “INB”) will champion the need for electrification workforce development programmes across all skills level. The current training provision at all levels and career stages is insufficient to support incumbent electrification technologies. In line with this the INB will also champion the need to expand the talent pool and encourage greater inclusion and diversity to enable the UK to resource its net zero ambitions.

Aim of the initiative

Innovate UK seeks to fund a single organisation or consortium of organisations to lead the administrative, management and governance function of the National Electrification Skills Framework and Forum ([National-Electrification-Skills-Forum-Brochure-FINAL.pdf](#) ([catapult.org.uk](#))) and effectively own what is currently the “NESFF” initiative.

The vision for the National Electrification Skills Framework and Forum is to enable the transition to electrification through a coordinated approach to workforce development.

The aim of this intervention is to create an independent body that can lead the NESFF initiative and facilitate a coordinated approach to workforce development.

Objectives of the independent national body

The INB will deliver against the national framework, with the following objectives:

- 1. National Electrification Skills Framework and Forum is a long-term functioning and operational body**
- 2. NESFF is recognised as the leader of the national electrification skills agenda**
- 3. Stakeholders are united behind the common NESFF vision**
- 4. The common NESFF vision is implemented**

The objectives are further broken down into specific outputs and expectations in order to deliver the vision of NESFF and meet the aim of this intervention:

1) National Electrification Skills Framework and Forum is a long-term functioning and operational body

- Recruit a team of people who can manage the various responsibilities and activities of NESFF.
- Establish a governance structure which involves a strategic oversight board that can steer the NESFF activities. The board must include representation from the Faraday Battery Challenge and Driving the Electric Revolution as well as other key stakeholders.
- Monitor and report on activities, outputs and outcomes delivered through NESFF through the governance structure.
- Develop a strategy to ensure continuity beyond the initially funded period including securing funding beyond the initially funded period (key deliverable).
- Capture and disseminate success stories.

2) NESFF is recognised as the leader of the national electrification skills agenda

- Develop a recognisable brand, identity and name for the NESFF activity in support of its responsibilities and activities. Ensure that this sits coherently within the wider electrification skills context. Publicise and ensure visibility of NESFF.
- Represent the electrification skills agenda and its stakeholders in the UK, including in relevant Government or Government/Industry forums e.g. Auto

Council skills and devolved administrations.

- Represent the UK's electrification workforce development activities internationally and engage with international initiatives such as [DRIVES](#) and [ALBATTIS](#)
- Ensure that NESFF champions the importance of Equality, Diversity and Inclusion in developing the electrification workforce, including supporting learners from diverse backgrounds to engage with the material and learning opportunities.
- Undertake outreach activities to raise career opportunity awareness to the widest possible constituency
- Support the development of a signposting function that will connect training content and delivery capability with individuals and employers. This could involve working with the Electric Revolution Skills Hub.

3) Stakeholders are united behind the common NESFF vision

- Be the coordinating and governing function for electrification skills, bringing key stakeholders together with a focus on meaningful collaboration, to drive forward skills and workforce development initiatives in the UK. Stakeholder groups should include (but is not limited to) employers, training providers, awarding bodies/accreditors, devolved nations, local, regional and national government.
- Establish and run regular forum meetings to ensure a focus on communication, information sharing and updates on key activities.
- Represent the skills value chain methodology and ensure that stakeholders are moving in the same direction with respect to electrification workforce development in the UK.
- Bring existing and emerging initiatives and assets into the fold e.g. the DfE Local Skills Improvement Plans/Fund, Electric Revolution Skills hub, Automotive Council Skills hub pilot, Emerging Skills Project.
- Engage with the Faraday Battery Challenge and Driving the Electric Revolution skills activities and other skills activities funded by Innovate UK, such as the Skills Foresighting Hub, ensuring they are appropriately connected into the national skills landscape.
- Ensure that the electrification skills landscape is coherent and cohesive.

4) The common NESFF vision is implemented

- Initially focus on the skills requirements for the manufacturing of batteries and PEMD as a priority sector for this initial phase of funding. Other technologies and sectors can also be included as priorities are identified.
- Further develop the "framework" and "forum" aspects of NESFF, identifying a clear strategy of which technologies, sectors and stakeholders to work with.
- Support iterative fore sighting activities to identify and prioritise current and future industry skills needs (with input from stakeholders) identifying gaps and opportunities to upskill, re-skill, and new-skill. This may involve engagement with the Innovate UK skills fore sighting hub or working with stakeholders to secure funding for fore sighting activities. The management function of NESFF is not expected to deliver content development activities but work with stakeholders with the technical expertise to do this.
- Support the development of a framework, quality reference standard and distribution mechanism for anyone who wishes to develop content, building on the existing National Electrification Skills Framework. The framework should be freely available for those who wish to deliver content against it.
- Ensure that supply of workforce development activities (including creation and delivery of content) matches demand.
- Connect regional skills needs for a trained workforce in electrification

technologies and corresponding regional training capability with the national electrification agenda to enable Net Zero 2050 in the UK.

- Work with regions to identify ways in which national, regional and private funding can be optimised to deliver the most value for electrification skills, training and workforce development. Provide support in leveraging investment for electrification skills.
- Support curriculum content planning and creation based on the development of the framework to ensure that supply of content and delivery matches demand.
- Support the need for scaling-up training initiatives e.g. training the trainers.
- Take a leadership role in the development of new qualification and apprenticeship standards e.g. the Battery Manufacturing Technician Apprenticeship currently under development.
- Ensure content quality which may include accreditation, working with the relevant national bodies and content providers, bringing them into the forum to support a consistent and quality approach.

Scope

This agreement will be in place up to but not after 31st March 2025.

The scope of this intervention covers:

- Support for dedicated resource for an independent national body to facilitate a coordinated approach to workforce development and address the objectives listed above.
- This may include funding:
 - To fund a part-time leader (or group of leaders) for the NESFF vision at a minimum of 40% FTE.
 - To recruit personnel solely (100%) dedicated to the delivery of the vision for NESFF according to the recruitment and HR policies of the recruiting organisation(s).
 - To support reasonable office equipment for the dedicated personnel.
 - To support development of a recognisable brand and name for the NESFF vision.
 - For T&S to support delivery of NESFF activities.
 - For procurement activities to catalyse electrification workforce development activities, following appropriate procurement policies, aligned to delivering the NESFF vision.

The successful consortium is not expected to:

- Develop or deliver training content themselves
- define regional needs or dictate regional solutions
- duplicate existing functionality
- act without clear direction from stakeholders, to be informed through the use of the forums and the strategic oversight board.
- duplicate any existing governance structure or stakeholder networks e.g. Automotive Council
- prevent education providers developing content on their own initiative but provide a framework, quality reference standard and distribution mechanism for anyone who wishes to develop content
- work in isolation from relevant stakeholder groups.
- Provide an online hub

Roles and responsibilities

The project manager is responsible for this intervention.

The project manager is currently: Dr Jennifer Channell, Innovation Lead – Batteries for the Faraday Battery Challenge at Innovate UK

The project manager will be responsible for assuring the delivery of the intervention on behalf of Innovate UK.

The project manager will be responsible for approving any changes in relation to the intervention.

The contact details shall be provided to winning bidder post procurement exercise. All correspondence for this procurement should be directed via jagger portal only.

Innovate UK key expectations

The successful consortium will report into their governance structure which will include Innovate UK. As part of this or in addition to this the consortium will report quarterly into the project manager to discuss progress against:

- Delivery against milestones and deliverables
- Progress towards long-term sustainability
- Finances
- Risks

Innovate UK will work with the successful consortium during the set-up phase to ensure alignment on milestones and deliverables for the funded period. If Innovate UK deem progress to be insufficient, this may result in suspension or termination of the funding.

The consortium will work with Innovate UK to provide highlights and case studies to illustrate impact.

Terms and Conditions

Bidders are to note that any requested modifications to the Contracting Authority Terms and Conditions on the grounds of statutory and legal matters only, shall be raised as a formal clarification during the permitted clarification period.

Clarification Interview

Within the timescales in Section 3 we have allowed for time should face to face clarifications of your bid response be required. Due to the tight timescales for award on this procurement, all bidders are requested to be available during the time noted to avoid delays.

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 and the Contracting Authority, and any specific external stakeholders the Contracting Authority deem required

5.2. Evaluation of Bids

- 5.2.1. Evaluation of Bids shall be based on a Selection questionnaire and Award criteria as clearly defined in the e-sourcing 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/fail criteria		
Evaluation Envelope	Q No.	Question subject
Qualification Questionnaire Part 1: Potential Supplier Information		
Section 1	1.3	Contact details and declaration
Qualification Questionnaire Part 2: Exclusion Grounds		
Section 2	2.1 (a)(i)	Participation in a criminal organisation
Section 2	2.1(a)(ii)	Corruption
Section 2	2.1(a)(iii)	Fraud
Section 2	2.1(a)(iv)	Terrorist Offences or offences link to terrorist activities
Section 2	2.1(a)(v)	Money laundering or Terrorist financing
Section 2	2.1(a)(vi)	Child Labour and other forms of trafficking in human beings
Section 2	2.2	Self cleaning
Section 2	2.3(a)	Payment of tax or social security
Section 3	3.1 (a)	Breach of environmental obligations
Section 3	3.1 (b)	Breach of social obligations
Section 3	3.1 (c)	Breach of labour law obligations
Section 3	3.1(d)	Bankruptcy
Section 3	3.1(e)	Guilty of grave professional misconduct
Section 3	3.1(f)	Distorting competition
Section 3	3.1(g)	Conflict of Interest
Section 3	3.1(h)	Prior involvement in procurement process

Section 3	3.1(i)	Prior performance of contract
Section 3	3.1(j)(i)	Serious Misrepresentation
Section 3	3.1(j)(ii)	Withholding information
Section 3	3.1(j)(iii)	Unable to provide supporting documentation for ESPD
Section 3	3.1(j)(iv)	Influenced the decision-making process
Qualification Questionnaire Part 3: Selection Questions		
Section 4	4.1	Audited accounts
Section 5	5.1	Wider group
Section 5	5.2	Parent Company Guarantee
Section 5	5.3	Other Guarantee
Section 6	6.1	Relevant experience and contract examples
Section 7	7.1	Compliance under Modern Slavery Act 2015
Section 8	8.1(a)	Insurance
Section 9	9.2	Systems to manage supply chain
Section 9	9.3	Procedures for resolving disputes
Section 9	9.5	Meeting the requirements of the code/standards
Section 9	9.6	Confirmation of 30 days payment
Section 9	9.7	Payments to supply chain
Section 9	SEL5.5	Health and Safety Policy
Section 9	SEL5.6	Enforcement/remedial orders in relation to the Health and Safety Executive
Section 9	SEL5.7	Breaching environmental legislation
Section 9	SEL5.8	Checking sub-contractors for infringement of environmental legislation
Section 9	SEL5.9	Unlawful discrimination
Section 9	SEL5.10	Checking sub-contractors for unlawful discrimination
Section 9	SEL1.10	Information security requirements
Section 9	SEL2.12	General Data Protection Regulation (GDPR) Act and Data Protection Act 2018
Section 9	FOI1.1	Freedom of information
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority 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.	

- 5.3.3. 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.
- 5.3.6. During the evaluation stage, the intention is that only Bidders who achieve a Pass of all the Mandatory and Discretionary requirements of the RFP will be considered for award stage evaluation.

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		
Evaluation Envelope	Q No.	Question subject
Qualification	AW1.1	Form of Bid
Qualification	AW1.2	Bid validity period
Qualification	AW1.3	Certificate of bona fide Bid
Qualification	AW3.2	Conflict of Interest Declaration
Qualification	AW3.2.1	Conflict of Interest Declaration Supporting Information
Qualification	AW4.1	Compliance to the Contract Terms
Qualification	AW4.2	Changes to Contract Terms
Commercial	AW5.3	Firm and Fixed Price
Commercial	AW5.4	Maximum Budget
Commercial	AW5.5	E Invoicing
Technical	AW6.1	Compliance to the Specification
Technical	AW6.2	Variable Bids
-	-	Request for Proposal response – received on time within the Jaggaer eSourcing Portal
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority 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 stage of due process 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 the Contracting Authority has decided to evaluate Potential Providers by adopting the weightings/scoring mechanism detailed within this RFP. The Contracting Authority considers these weightings to be in line with existing best practice for a requirement of this type.				
Evaluation Envelope	Q No.	Question subject	Maximum Marks	
			Overall	Breakdown
Commercial	AW5.1	Price	10.00%	10.00%
Technical	PROJ1.1	Approach to establishing the national coordinating body and delivering the	90.00%	30.00%

		vision for NESFF		
Technical	PROJ1.2	Key performance indicators		10.00%
Technical	PROJ1.3	Relevant subject matter expertise and skills to deliver the NESFF vision		25.00%
Technical	PROJ1.4	Understanding the electrification skills landscape		25.00%

Award Evaluation of criteria

Non-Commercial Elements

Each question will be evaluated 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 = {weighting percentage} x {bidder's score} = 20% x 60 = 12

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 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 60

Evaluator 3 scored your bid as 40
 Evaluator 4 scored your bid as 40
 Your final score will $(60+60+40+40) \div 4 = 50$

Once the above evaluation process has been undertaken and the scores are apportioned by evaluator(s) this will then be subject to an independent commercial review and moderation meeting, if required by the commercial lead, any and all changes will be formally recorded relative to the regulatory obligations associated with this procurement, so as to ensure that the procurement has been undertaken in a robust and transparent way.

Bidders scoring less than 60 on PROJ1.3 will not proceed to Commercial Evaluation or be considered for appointment as part of this procurement process.

Commercial Elements will be evaluated 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 Commercial 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 $(80/100 \times 50 = 40)$

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

This evaluation criteria will therefore not be subject to any averaging, as this is a mathematical scoring criterion, but will still be subject to a commercial review.

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 style="list-style-type: none"> RFP logged upon opening in alignment with UK SBS's procurement procedures. Any RFP Bid received after the closing date will be rejected unless circumstances attributed to UK SBS, the Contracting Authority or the eSourcing Portal beyond the bidder control are responsible for late submission.
Compliance check	<ul style="list-style-type: none"> Check all Mandatory requirements are acceptable to the Contracting Authority. Unacceptable Bids maybe subject to clarification by the Contracting

	Authority or rejection of the Bid.
Scoring of the Bid	<ul style="list-style-type: none"> • Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the criteria.
Clarifications	<ul style="list-style-type: none"> • The Evaluation team may require written clarification to Bids
Re - scoring of the Bid and Clarifications	<ul style="list-style-type: none"> • 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 and / Award criteria.
Moderation meeting (if required to reach an award decision)	<ul style="list-style-type: none"> • To review the outcomes of the Commercial review • To agree final scoring for each Bid, relative rankings of the Bids • To confirm contents of the Standstill letters to provide details of scoring and relative feedback on the unsuccessful Bidders response in comparison with the successful Bidders response
Due diligence of the Bid	<ul style="list-style-type: none"> • the Contracting Authority may request the following requirements at any stage of the Procurement: <ul style="list-style-type: none"> ○ Submission of insurance documents from the Bidder ○ Request for evidence of documents / accreditations referenced in the / Request for Proposal response / Bid and / or Clarifications from the Bidder ○ Taking up of Bidder references from the Bidders Customers. • Financial Credit check for the Bidder
Validation of unsuccessful Bidders	<ul style="list-style-type: none"> • To confirm contents of the letters to provide details of scoring and meaningful feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.

Section 6 – Evaluation Response Questionnaires

Qualification / Selection Questionnaire

- 6.1.1 Bidders should note that the Qualification / Selection Questionnaire is located within the **Jaggaer eSourcing Portal**.

Guidance on how to register and use the Jaggaer eSourcing portal is available at

<https://beisgroup.ukp.app.jaggaer.com/>

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Technical and Commercial Questionnaire

- 6.2.1 Bidders should note that the Technical and Commercial Questionnaire is located within the **Jaggaer eSourcing Portal**.

Guidance on how to register and use the Jaggaer eSourcing portal is available at

<https://beisgroup.ukp.app.jaggaer.com/>

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 7 – General information

6.1. Introduction

- 6.1.1. The Contracting Authority wishes to establish a Contract for the provision of an independent national body to deliver the vision of the national electrification skills framework and forum. The Contracting Authority is managing this procurement process in accordance with Public Procurement (as may be amended from time to time) (the “Regulations”). This is a services Contract being procured under the Open Procedure
- 6.1.2. The Contracting Authority is procuring the Contract for its exclusive use
- 6.1.3. UK SBS and the Contracting Authority logo, trademarks and other identifying marks are proprietary and may not be incorporated in the Companies response without or the Contracting Authority’s written permission.
- 6.1.4. The Bidder shall indemnify and keep indemnified UK SBS and the Contracting Authority against all actions, claims, demands, proceedings, damages, costs, losses, charges, and expenses whatsoever in respect of any breach by the Bidder of this document.
- 6.1.5. 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 or the Contracting Authority. All information secured outside of this named contact shall have no legal standing or worth and should not be relied upon.
- 6.1.6. It remains the responsibility of the Bidder to keep UK SBS and the Contracting Authority informed of any matter that may affect continued qualification
- 6.1.7. 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 the Contracting Authority. Submitted Responses which are deemed by the Contracting Authority 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](#).
- 6.1.8. Whilst it is the Contracting Authority’s 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. The Contracting Authority 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.
- 6.1.9. The Contracting Authority 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.
- 6.1.10. The services covered by this procurement exercise have NOT been sub-divided into Lots.

- 6.1.11. The Contracting Authority shall utilise the Jaggaer eSourcing Portal available at <https://beisgroup.ukp.app.jaggaer.com/> 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 Jaggaer eSourcing portal.

All enquiries with respect to access to the eSourcing portal and problems with functionality within the portal must be submitted to Jaggaer eSourcing Helpdesk

Phone 08000 698 632

Email customersupport@jaggaer.com

Please note; Jaggaer is a free self-registration portal. Bidders can complete the online registration at the following link:

<https://beisgroup.ukp.app.jaggaer.com/>

- 6.1.12. Please utilise the messaging system within the Jaggaer eSourcing Portal located at <https://beisgroup.ukp.app.jaggaer.com/> within the timescales detailed in [Section 3](#). 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 the Contracting Authority if they are not articulated by the Bidder within the discussion forum within the Jaggaer eSourcing Portal.
- 6.1.13. Bidders should read this document, and all attachment, messages and the response envelopes located within the Jaggaer eSourcing portal 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 services and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.
- 6.1.14. All material issued in connection with this RFP shall remain the property of the Contracting Authority and shall be used only for the purpose of this procurement. All Due Diligence Information shall be either returned to the Contracting Authority or securely destroyed by the Bidder (at the Contracting Authority's option) at the conclusion of the procurement.
- 6.1.15. The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abide by the terms of these instructions and the Conditions of Response.
- 6.1.16. The Bidder shall not make contact with any other employee, agent or consultant of UK SBS or the Contracting Authority or Customer who are in any way connected with this procurement during the period of this procurement, unless instructed otherwise by the Contracting Authority.
- 6.1.17. The Contracting Authority shall not be committed to any course of action as a result of:
- 6.1.17.1. issuing this RFP or any invitation to participate in this procurement ;
 - 6.1.17.2. an invitation to submit any Response in respect of this procurement;
 - 6.1.17.3. communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement; or

- 6.1.17.4. any other communication between UK SBS or the Contracting Authority (whether directly or by its agents or representatives) and any other party.
- 6.1.18. Bidders shall accept and acknowledge that by issuing this RFP the Contracting Authority 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.
- 6.1.19. The Contracting Authority reserves the right to amend, add to or withdraw all or any part of this RFP at any time during the procurement.
- 6.1.20. 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 the Contracting Authority.
- 6.1.21. 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 the Contracting Authority reserves the right to require a successful consortium to form a single legal entity in accordance with regulation 19(6) of the Regulations. The Contracting Authority 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 the Contracting Authority 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 the Contracting Authority reasonably consider the change to have a material impact of the delivery of the viability of the Response.

6.2. Bidder conference

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

6.3. Confidentiality

- 6.3.1. Subject to the exceptions referred to in paragraph 7.3.2, the contents of this RFP are being made available by the Contracting Authority on condition that:
 - 6.3.1.1. 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;
 - 6.3.1.2. 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;
 - 6.3.1.3. 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
 - 6.3.1.4. Bidders shall not undertake any publicity activity within any section of the media in relation to this procurement

- 6.3.2. Bidders may disclose, distribute, or pass any of the Information to the Bidder's advisers, sub-contractors or to another person provided that either:
- 6.3.2.1. 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
 - 6.3.2.2. 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
 - 6.3.2.3. The Bidder is legally required to make such a disclosure
- 6.3.3. 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.
- 6.3.4. UK SBS and the Contracting Authority may disclose detailed information relating to Responses to its employees, agents or advisers and they may make any of the Contract documents available for private inspection by its officers, employees, agents, or advisers. UK SBS and the Contracting Authority also reserve 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).
- 6.3.5. 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, the Contracting Authority 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 the Contracting Authority 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.

- 6.3.6. The Government revised its Government Security Classifications (GSC) classification scheme on the 2nd April 2014 to replace the previous 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:

<https://www.gov.uk/government/publications/government-security-classifications>

- 6.3.7. The Contracting Authority 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.

USEFUL INFORMATION LINKS

- [Contracts Finder](#)
- [Find a Tender](#)
- [Equalities Act introduction](#)
- [Bribery Act introduction](#)
- [Freedom of information Act](#)

6.4. Freedom of information

- 6.4.1. In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA') and the Environmental Information Regulations 2004 (the 'EIR') (each as amended from time to time), UK SBS and the Contracting Authority may be required to disclose information submitted by the Bidder to the to the Contracting Authority.
- 6.4.2. 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.
- 6.4.3. Where a Bidder identifies information as commercially sensitive, the Contracting Authority will endeavour to maintain confidentiality. Bidders should note, however, that, even where information is identified as commercially sensitive, the Contracting Authority may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, the Contracting Authority 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, the Contracting Authority cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.
- 6.4.4. Where a Bidder receives a request for information under the FoIA or the EIR during the procurement, this should be immediately passed on to the Contracting Authority and the Bidder should not attempt to answer the request without first consulting with the Contracting Authority.
- 6.4.5. 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 the Contracting Authority, and any contract entered into by the Contracting Authority 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.

6.5. Response Validity

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

6.6. Timescales

- 6.6.1. [Section 3](#) of the RFP sets out the proposed procurement timetable. The Contracting Authority reserves the right to extend the dates and will advise potential Bidders of any change to the dates.

6.7. The Contracting Authority's Contact Details

- 6.7.1. Unless stated otherwise in these Instructions or in writing from UK SBS or the Contracting Authority, all communications from Bidders (including their sub-contractors, consortium members, consultants, and advisers) during the period of this procurement must be directed through the eSourcing tool to the designated UK SBS contact.
- 6.7.2. Bidders should be mindful that the designated Contact should not under any circumstances be sent a copy of their Response outside of the Jaggaer eSourcing portal. Failure to follow this requirement will result in disqualification of the Response.

6.8. Preparation of a Response

- 6.8.1. 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 the Contracting Authority, 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.
- 6.8.2. Bidders are required to complete and provide all information required by the Contracting Authority 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 the Contracting Authority to reject a Response.
- 6.8.3. The Contracting Authority 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.
- 6.8.4. 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 the Contracting Authority or their advisers and representatives. Bidders should notify the Contracting Authority 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.
- 6.8.5. 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.

- 6.8.6. 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.

6.9. Submission of Responses

- 6.9.1. 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.
- 6.9.2. The Contracting Authority may at its own absolute discretion extend the closing date and the time for receipt of Responses specified [Section 3](#).
- 6.9.3. Any extension to the RFP response period will apply to all Bidders.
- 6.9.4. 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.
- 6.9.5. The Contracting Authority do not accept responsibility for the premature opening or mishandling of Responses that are not submitted in accordance with the instructions of this document.
- 6.9.6. The Response and any documents accompanying it must be in the English language
- 6.9.7. Bidders must submit their response through the e-sourcing tool, unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority. Responses received by any other method than requested will not be considered for the opportunity.
- 6.9.8. Responses will be submitted any time up to the date indicated in [Section 3](#). Responses received before this deadline will be retained in a secure environment, unopened until this deadline has passed.
- 6.9.9. Responses received after the date indicated in [Section 3](#) shall not be considered by the Contracting Authority, unless the Bidder can justify that the reason for the delay is solely attributable to the Contracting Authority
- 6.9.9.1. 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.
 - 6.9.9.2. Any request for a late Response to be considered must be emailed to the Buyer in [Section 3](#) in advance of 'the deadline' if a bidder believes their Response will be received late.
 - 6.9.9.3. The Contracting Authority 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.

- 6.9.10. Do not seek changes to the Bid after responses have been submitted and the deadline (date and time) for receipt of responses has passed.

6.10. Canvassing

- 6.10.1. Any Bidder who directly or indirectly canvasses any employee, or agent of UK SBS, the Contracting Authority, or its members 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.

6.11. Disclaimers

- 6.11.1. 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.
- 6.11.2. Neither UK SBS, the Contracting Authority, nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:
- 6.11.2.1. makes any representation or warranty (express or implied) as to the accuracy, reasonableness, or completeness of the RFP; or
 - 6.11.2.2. 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.
- 6.11.3. Any persons considering making a decision to enter into contractual relationships with the Contracting Authority following receipt of the RFP should make their own investigations and their own independent assessment of the Contracting Authority and its requirements for the 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.

6.12. Collusive behaviour

- 6.12.1. Any Bidder who:
- 6.12.1.1. fixes or adjusts the amount of its Response by or in accordance with any agreement or arrangement with any other party; or
 - 6.12.1.2. communicates to any party other than UK SBS, or the Contracting Authority 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
 - 6.12.1.3. enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Response; or
 - 6.12.1.4. enters into any agreement or arrangement with any other party as to the amount of any Response submitted; or
 - 6.12.1.5. 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 the Contracting Authority and without prejudice to any criminal liability which such conduct by a Bidder may attract) be disqualified.

6.13. No inducement or incentive

- 6.13.1. 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.

6.14. Acceptance of the Contract

- 6.14.1. The Bidder in submitting the Response undertakes that in the event of the Response being accepted by the Contracting Authority and the Contracting Authority confirming in writing such acceptance to the Bidder, the Bidder will within 5 of being called upon to do so by the Contracting Authority execute the Contract in the form set out in the Contract Terms or in such amended form as may subsequently be agreed.
- 6.14.2. The Contracting Authority shall be under no obligation to accept the lowest priced or any Response.

6.15. Queries relating to the Response

- 6.15.1. All requests for clarification about the requirements or the process of this procurement shall be made in through the Jaggaer eSourcing portal unless the Jaggaer eSourcing portal is unavailable due to system maintenance or failure, in this instance all clarifications shall be by email to the contact defined in [Section 3](#).
- 6.15.2. The Contracting Authority will endeavour to answer all questions as quickly as possible but cannot guarantee a minimum response time.
- 6.15.3. In the event of a Bidder requiring assistance uploading a clarification to the Jaggaer eSourcing portal they should use the contact details defined in [Section 3](#).
- 6.15.4. No further requests for clarifications will be accepted after 7 days prior to the date for submission of Responses.
- 6.15.5. In order to ensure equality of treatment of Bidders, the Contracting Authority intends to publish the questions and clarifications raised by Bidders together with the Contracting Authority's responses (but not the source of the questions) to all participants on a regular basis.
- 6.15.6. 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 the Contracting Authority 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 the Contracting Authority's response, the Contracting Authority will:
- 6.15.6.1. invite the Bidder submitting the query to either declassify the query and allow the query along with the Contracting Authority's response to be circulated to all Bidders; or

- 6.15.6.2. 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.

- 6.15.7. The Contracting Authority 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.

6.16. Amendments to Response Documents

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

6.17. Modification and withdrawal

- 6.17.1. Bidders may modify their Response where allowable within the Jaggaer eSourcing portal. No Response may be modified after the deadline for submission of Responses.
- 6.17.2. 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 the Contracting Authority by recorded delivery or equivalent service and delivered to the Head of Policy UK SBS at UK Shared Business Services Ltd, Procurement, Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1ET

6.18. Right to disqualify or reject

- 6.18.1. The Contracting Authority reserves the right to reject or disqualify a Bidder where
 - 6.18.1.1. 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
 - 6.18.1.2. the Bidder is guilty of serious misrepresentation in relation to its Response; expression of interest; or the Response process; and/or
 - 6.18.1.3. there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder.

6.19. Right to cancel, clarify or vary the process

- 6.19.1. The Contracting Authority reserves the right to:
 - 6.19.1.1. cancel the evaluation process at any stage; and/or
 - 6.19.1.2. 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),

6.20. Notification of award

- 6.20.1. The Contracting Authority will notify the successful Bidder of the Contract award in writing and will publish an Award Notice in Find a Tender in accordance with the Regulations within 30 days of the award of the contract.
- 6.20.2. As required by the Regulations all successful and unsuccessful Bidders will be provided with an email advising the outcome of the submission of their RFP response.

What makes a good bid – some simple do's 😊

DO:

- 6.21.1. Do comply with Procurement document instructions. Failure to do so may lead to disqualification.
- 6.21.2. Do provide the Bid on time, and in the required format. Remember that the date/time given for a response is the last date that it can be accepted; we are legally bound to disqualify late submissions. Responses received after the date indicated in the RFP shall not be considered by the Contracting Authority, unless the Bidder can justify that the reason for the delay, is solely attributable to the Contracting Authority
- 6.21.3. Do ensure you have read all the training materials to utilise e-sourcing tool prior to responding to this Bid. If you send your Bid by email or post it will be rejected.
- 6.21.4. Do use Microsoft Word, PowerPoint Excel 97-03 or compatible formats, or PDF unless agreed in writing by the Buyer. If you use another file format without our written permission, we may reject your Bid.
- 6.21.5. Do ensure you utilise the Jaggaer eSourcing messaging system to raise any clarifications to our RFP. You should note that we will release the answer to the question to all Bidders and where we suspect the question contains confidential information, we may modify the content of the question to protect the anonymity of the Bidder or their proposed solution
- 6.21.6. Do answer the question, it is not enough simply to cross-reference to a 'policy', web page or another part of your Bid, the evaluation team have limited time to assess bids and if they can't find the answer, they can't score it.
- 6.21.7. Do consider who the Contracting Authority is and what they want – a generic answer does not necessarily meet every Contracting Authority's needs.
- 6.21.8. Do reference your documents correctly, specifically where supporting documentation is requested e.g. referencing the question/s they apply to.
- 6.21.9. Do provide clear, concise, and ideally generic contact details; telephone numbers, e-mails and fax details.
- 6.21.10. Do complete all questions in the questionnaire or we may reject your Bid.
- 6.21.11. Do ensure that the Response and any documents accompanying it are in the English Language, the Contracting Authority reserve the right to disqualify any full or part responses that are not in English.
- 6.21.12. Do check and recheck your Bid before dispatch.

What makes a good bid – some simple do not's 😞

DO NOT

- 6.22.1. Do not cut and paste from a previous document and forget to change the previous details such as the previous buyer's name.
- 6.22.2. Do not attach 'glossy' brochures that have not been requested, they will not be read unless we have asked for them. Only send what has been requested and only send supplementary information if we have offered the opportunity so to do.
- 6.22.3. Do not share the Procurement documents, they may be confidential and should not be shared with anyone without the Buyers written permission.
- 6.22.4. Do not seek to influence the procurement process by requesting meetings or contacting UK SBS or the Contracting Authority to discuss your Bid. If your Bid requires clarification the Buyer will contact you. All information secured outside of formal Buyer communications shall have no Legal standing or worth and should not be relied upon.
- 6.22.5. Do not contact any UK SBS staff or the Contracting Authority staff without the Buyers written permission or we may reject your Bid.
- 6.22.6. Do not collude to fix or adjust the price or withdraw your Bid with another Party as we will reject your Bid.
- 6.22.7. Do not offer UK SBS or the Contracting Authority staff any inducement or we will reject your Bid.
- 6.22.8. Do not seek changes to the Bid after responses have been submitted and the deadline for Bids to be submitted has passed.
- 6.22.9. Do not cross reference answers to external websites or other parts of your Bid, the cross references and website links will not be considered.
- 6.22.10. Do not exceed word counts, the additional words will not be considered.
- 6.22.11. Do not make your Bid conditional on acceptance of your own Terms of Contract, as your Bid will be rejected.
- 6.22.12. Do not unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority send your response by any way other than via the Jaggaer eSourcing portal. Responses received by any other method than requested will not be considered for the opportunity.

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
“Bidder(s)”	means the organisations being invited to respond to this Request for Proposal
“Central Purchasing Body”	means a duly constituted public sector organisation which procures supplies / services / works 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 the Contracting Authority and the Supplier following any award under the procurement
“Contracting Bodies”	means the Contracting Authority and any other contracting authorities described in the Find a Tender and Contract Notice
“Contracting Authority”	A public body regulated under the Public Procurement Regulations on whose behalf the procurement is being run
“Customer”	means the legal entity (or entities) for which any Contract agreed will be made accessible to.
“Due Diligence Information”	means the background and supporting documents and information provided by the Contracting Authority for the purpose of better informing the Bidders responses to this Request for Proposal
“EIR”	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
“Find a Tender”	Means the UK Government Portal that superseded the OJEU as from 1/1/2021 https://www.find-tender.service.gov.uk/Search
“FoIA”	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
“Mandatory”	Means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
“Named Procurement person ”	means the single point of contact for the Contracting Authority based in UK SBS that will be dealing with the procurement
“Order”	means an order for served by any Contracting Body on the Supplier
“Request for Proposal” or “RFP”	means this Request for Proposal documentation and all related documents published by the Contracting Authority and made available to Bidders and includes the Due Diligence Information. NOTE: This document is often referred to as an Invitation to Tender within other organisations
“Supplier(s)”	means the organisation(s) awarded the Contract
“Supplies / Services / Works”	means any supplies/services and supplies or works set out at within Section 4 Specification