# Invitation to Quote

Invitation to Quote (ITQ) on behalf of UK Research and Innovation (UKRI)

**Subject:** Access to Sector-specific Communications Expertise for the Smart Sustainable Plastic Packaging Challenge

Sourcing Reference Number: PS21271

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

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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 Contracting Authorities improve efficiency, generate savings and modernise.

It is our vision to become the leading service provider for the 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 Contracting Authorities 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, Energy and Industrial Strategy (BEIS) 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 <u>here</u>.

#### 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

## Section 3 - Working with the Contracting Authority.

In this section you will find details of your Procurement contact point and the timescales relating to this opportunity.

Sectio	Section 3 – Contact details						
3.1.	Contracting Authority Name and address	UK Research and Innovation Polari House North Star Avenue SN2 1FF					
3.2.	Buyer name	Becky Eldridge					
3.3.	Buyer contact details	professionalservices@uksbs.co.uk					
3.4.	Maximum value of the Opportunity	The maximum budget is £50k excluding VAT. £40,000 excluding VAT is for the project including the optional deliverables, and £10,000 for Travel and Subsistence (T&S) aligned with UKRI T&S Policy.					
3.5.	Process for the submission of clarifications and Bids	All correspondence shall be submitted within the Messaging Centre of the e- sourcing. Guidance Notes to support the use of Delta eSourcing is available <u>here</u> . 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.					

Sectio	Section 3 - Timescales					
3.6.	Date of Issue of Contract Advert on Contracts Finder	Monday, 20 December 2021 Contracts Finder				
3.7.	Latest date / time ITQ clarification questions shall be received through Delta eSourcing messaging system	Thursday, 06 January 2022 11:00				
3.8.	Latest date / time ITQ clarification answers should be sent to all Bidders by the Buyer through Delta eSourcing Portal	Monday, 10 January 2022				
3.9.	Latest date and time ITQ Bid shall be submitted through Delta eSourcing	Wednesday 18 January 2022 11.00				
3.10.	Anticipated notification date of successful and unsuccessful Bids	Thursday, 27 January 2022				
3.11.	Anticipated Contract Award date	Thursday, 27 January 2022				
3.12.	Anticipated Contract Start date	Tuesday, 01 February 2022				
3.13.	Anticipated Contract End date	Thursday, 30 March 2023				
3.14.	Bid Validity Period	60 Days				

## Section 4 – Specification

#### 1. Background

a. The aim of the SSPP Challenge is to deliver plastic packaging that has positive sustainable environmental benefits and is economically viable, compared with current systems, in both the short and long-term, by encouraging and sponsoring innovation in:

- new, recyclable materials;
- new consumer-friendly packaging, with improved functionality and sustainability;
- new/improved recycling technologies and processes to recover packaging after use;
- new/improved supply chain and business models based on the above;
- improved understanding of environmental impacts of existing and new plastics used in packaging;
- improved understanding of consumer and other value chain member requirements and behaviours.

b. The SSPP Challenge objectives are aligned to the wider objectives of the Innovation Strategy, which are to boost productivity, create good jobs and increase the earning power of people throughout the UK with investment in skills, industries and infrastructure. In addition to economic benefit the Challenge will also aim to deliver a better environmental and social return than that of the current plastic packaging system.

c. The aims and objectives of the Challenge will not be achieved if the Challenge does not engage and communicate with people and organisations involved in the plastic packaging value chain such as raw material suppliers, converters, goods manufacturers, brands, retailers, purchasers, consumers, and recyclers of plastic packaging as well as other relevant influencers. The engagement will seek people's involvement in the Challenge as beneficiaries of grant funding, beneficiaries of the knowledge and innovations that result, co-investors and supporters, all of whom are stakeholders to some degree in the Challenge.

d. To these ends, the Smart Sustainable Plastic Packaging (SSPP) Challenge has a requirement for ready access to SSPP sector-specific communications and engagement expertise, together with an understanding of sustainability and circularity in the sustainable plastic packaging supply chain (diagram at Annex A), and its incorporation into engagement planning and execution for the SSPP Challenge. The supplier will be required to work alongside the UKRI Communications Business Partner allocated to the Challenge in the planning and development of communication and engagement activities and products. The supplier may be an individual or company. If the latter, the organization must be able to provide consistent advice irrespective of the staff members engaged and project manage any tasks that are undertaken by more than one member of company staff. It is anticipated that expert advice will be available to the Challenge as required, but on average one day per week.

#### 2. Aims and Objectives of the Project

e. The aim is to use the expertise of the supplier to effectively target, by identifying suitable channels and methods, the delivering of various communication and engagement plans and products in support of the Challenge including, but not limited to:

• The development and periodic review of a communication plan for the postcompetition phase of the SSPP Challenge targeting the sectors and stakeholders affected by SSPP activities and key influencers to increase the likelihood that the Challenge achievements have the intended impact and duration.

- The development of targeted communication pieces, e.g. social media posts, messages, stories, case studies, news items, as part of implementing the communication plan, especially the final competition announcements.
- Incorporating sector-specific knowledge into the stakeholder engagement plan and events and meetings.
- The development of targeted events, especially the announcement of competition winners and major developments funded by SSPP.

#### 3. Suggested Methodology

f. This is intended to be a call-off contract with a maximum liability set as above.
Accordingly, the supplier should expect to quote a daily rate for effort in terms of a
Professional Working Day (PWD) (8 hours excluding breaks). Tasking on deliverables will
be determined by the Challenge Director, who will also act as the 'line manager'.
Timesheets will be authorized by SSPP Programme Manager or Project Manager.

g. The supplier must offer (Essential Requirement) – evidence of competencies must be offered in the tender submission:

- A highly developed cross sectoral understanding of the circular plastic packaging supply chain within the UK, the numerous sector stakeholders, and the communications channels most suitable for each stakeholder group. Evidence offered may reference the SSPP supply chain (Annex A).
- An understanding of the WRAP Plastic Pact, its targets and an appreciation of the implications for the supply chain.

h. The supplier should offer (Desirable Requirements) – evidence of competencies in these areas must be offered in the tender submission:

- An understanding of the government communications ecosystem.
- An appreciation of the key influencers in the plastic packaging environment and the environmental concerns around plastic packaging.
- An understanding of sustainability and the factors that are considered including carbon emissions (net zero).
- Background in relevant large processing infrastructure and/or operations, e.g. polymer or packaging manufacture, plastics recycling, large retailer (Grocery or FMCG).

#### Nature of Expertise

i. **Expert(s) Specification** – evidence of expertise and competencies must be offered in the tender submission:

• Significant expertise in communications in an area or several areas related to the plastic production, plastics packaging, consumer and waste management sectors, e.g. producers, manufacturers, converters, retailers, consumer groups and the waste management sector.

- Ability to work in an agile and flexible manner, capable of identifying the right approach to the challenge in hand and translating that approach into effective delivery.
- Ability to develop quickly effective working relationships and influence with senior and executive people across the breath of the Challenge stakeholders, academia, industry and government.
- Excellent written and oral communication skills, together with competence using Microsoft Office suite and SharePoint.

#### 4. Deliverables and project plan deadlines

j. Set Deliverables in conjunction with UKRI staff (above threshold to be agreed with Challenge Director prior to delivery):

- Review of existing engagement and communication plans to identify relevant channels, messages, timing and content to increase the likelihood that the Challenge achievements have the intended impact and duration. (At least one during the duration of the contract and up to a maximum of 4 times) (Estimated effort by appropriate expert 4 PWD on each occasion).
- Identification and support to the implementation of metrics to determine the success of engagement and communication plans. (At least one during the duration of the contract and up to a maximum of 3 times) (Estimated effort by appropriate expert 4 PWD on each occasion).
- Case studies of SSPP supported projects to highlight the contribution of SSPP to enabling the project and potential impact of the project (as a contribution to the SSPP Challenge objectives). (14 during the duration of the contract and up to a maximum of 40 times) (Estimated effort by appropriate expert 1 PWD on each occasion).
- Events to launch SSPP supported projects and highlight the contribution of SSPP to enabling the project and potential impact of the project (as a contribution to the SSPP Challenge objectives). (At least twice during the duration of the contract and up to a maximum of 8 times) (Estimated effort by appropriate expert 2 PWD on each occasion, excluding attendance at the event).
- Identification and preparation of social media messages and platforms for their use (At least one during the duration of the contract and up to a maximum of 28 times, ie twice per month) (Estimated effort by appropriate expert 1 PWD on each occasion).
- k. Optional Deliverables (to be agreed with Challenge Director prior to delivery):
  - Development of engagement and communication plans to identify relevant channels, messages, timing and content to increase the likelihood that the Challenge achievements have the intended impact and duration. (Estimated effort by appropriate expert 5 PWD on each occasion).
  - Ad hoc tasks where expert advice is required, such as:
    - Preparation of a response to an event (positive or adverse).
    - Support to the Challenge Director at key stakeholder meetings, presentations, or addresses.
    - Meetings with editors or influencers to gain SSPP access or publication.

#### Indicative Pattern of Support Requirements

Communicat ions and Engagement Support to	Fe b- 22	Ma r- 22	Ар r- 22	Ма у- 22	Ju n- 22	Ju I- 22	Au g- 22	Se p- 22	Oc t- 22	No v- 22	De c- 22	Ja n- 23	Fe b- 23
Planning (Review and Update)		1			(1)			(1)				(1)	
Conferences		1			avellir adsho			3	1				
Project Case Studies (as projects close)	1	1	1	1	1	1	1	1	2	4			
Collaboration Events						1						1	
Newsletter/S ocial Media	(2)	1 +(1 )	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)
Impact Assessment (Metrics)		1						(1)					

Brackets

indicate

possible

requirement

## Section 5 – Evaluation model

The evaluation model below shall be used for this ITQ, which will be determined to two decimal places.

Where a question is 'for information only' it will not be scored.

The evaluation team may comprise staff from UK SBS and the Contracting Authority and any specific external stakeholders the Contracting Authority deems required.

To maintain a high degree of rigour in the evaluation of your bid, a process of moderation will be undertaken to ensure consistency by all evaluators.

All bid responses will be assessed and scored individually before a moderation meeting is held to reach a consensus score which will be the final score awarded for each question. For absolute clarity, the final score awarded to the bidder will reflect the consensus score agreed by the evaluation panel. In the event there is not a common consensus, the individual scores will be averaged to give a 'mean' score for the response.

Pass / Fail crite	ria		
Questionnaire	Q No.	Question subject	
Commercial	SEL1.2	Employment breaches/ Equality	
Commercial	SEL1.3	Compliance to Section 54 of the Modern Slavery Act	
Commercial	SEL2.10	Cyber Essentials	
Commercial	SEL2.12	General Data Protection Regulations (GDPR) Act and the Data Protection Act 2018	
Commercial	FOI1.1	Freedom of Information	
Commercial	AW1.1	Form of Bid	
Commercial	AW1.3	Certificate of Bona Fide Bid	
Commercial	AW3.1	Validation check	
Commercial	AW4.1	Compliance to the Contract Terms	
Commercial	AW4.2	Changes to the Contract Terms	
Commercial	AW6.3	Non-Disclosure Agreement	
Commercial	AW6.4	Non-Disclosure Agreement – part 2	
Price	AW5.1	Firm and Fixed Price	
Price	AW5.3	Maximum Budget	
Quality	AW6.1	Compliance to the Specification	
Quality	AW6.2	Variable Bids	
-	-	Invitation to Quote – received on time within e-sourcing tool	
	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 any of the Award stage scoring methodology or Mandatory pass / fail 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 ITQ. The Contracting Authority 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	45%
Quality	PROJ1.1	Communications Expertise	20%
Quality	PROJ1.2	Relevant Sector Expertise	15%
Quality	PROJ1.3	Staff to Deliver	15%

#### **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 = {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.

#### 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 ( $80/100 \times 50 = 40$ )

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 criteria, but will still be subject to a commercial review.

#### **Evaluation process**

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

Stage	Summary of activity		
Receipt and Opening	<ul> <li>ITQ logged upon opening in alignment with UK SBS's procurement procedures.</li> <li>Any ITQ Bid received after the closing date will be rejected unless circumstances attributed to the Contracting Authority or the e-sourcing tool beyond the bidder control are responsible for late submission.</li> </ul>		

Compliance check	<ul> <li>Check all Mandatory requirements are acceptable to the Contracting Authority.</li> <li>Unacceptable Bids maybe subject to clarification by the Contracting Authority or rejection of the Bid.</li> </ul>
Scoring of the Bid	• Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the 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 Evaluation criteria.
Moderation meeting (if required to reach an award decision)	<ul> <li>To review the outcomes of the Commercial review</li> <li>To agree final scoring for each Bid, relative rankings of the Bids</li> </ul>
Due diligence of the Bid	<ul> <li>the Contracting Authority may request the following requirements at any stage of the Procurement.</li> <li>Submission of insurance documents from the Bidder</li> <li>Request for evidence of documents / accreditations referenced in the / Invitation to Quote response / Bid and / or Clarifications from the Bidder</li> <li>Taking up of Bidder references from the Bidders Customers.</li> <li>Financial Credit check for the Bidder</li> </ul>
Validation of unsuccessful Bidders	• 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 questionnaire

Bidders should note that the evaluation questionnaire is located within the **e-sourcing questionnaire**.

Guidance on how to register and use the e-sourcing portal 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

#### What makes a good bid – some simple do's 🙂

#### DO:

- 7.1 Do comply with Procurement document instructions. Failure to do so may lead to disqualification.
- 7.2 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 ITQ 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
- 7.3 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.
- 7.4 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.
- 7.5 Do ensure you utilise the Delta eSourcing messaging system to raise any clarifications to our ITQ. 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
- 7.6 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.
- 7.7 Do consider who the Contracting Authority is and what they want a generic answer does not necessarily meet every Contracting Authority's needs.
- 7.8 Do reference your documents correctly, specifically where supporting documentation is requested e.g., referencing the question/s they apply to.
- 7.9 Do provide clear, concise and ideally generic contact details, telephone numbers, emails and fax details.
- 7.10 Do complete all questions in the questionnaire or we may reject your Bid.
- 7.11 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.
- 7.12 Do check and recheck your Bid before dispatch.

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

#### DO NOT

- 7.13 Do not cut and paste from a previous document and forget to change the previous details such as the previous buyer's name.
- 7.14 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.
- 7.15 Do not share the Procurement documents, they are confidential and should not be shared with anyone without the Buyers written permission.
- 7.16 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.
- 7.17 Do not contact any UK SBS staff or the Contracting Authority staff without the Buyers written permission or we may reject your Bid.
- 7.18 Do not collude to fix or adjust the price or withdraw your Bid with another Party as we will reject your Bid.
- 7.19 Do not offer UK SBS or the Contracting Authority staff any inducement or we will reject your Bid.
- 7.20 Do not seek changes to the Bid after responses have been submitted and the deadline for Bids to be submitted has passed.
- 7.21 Do not cross reference answers to external websites or other parts of your Bid, the cross references and website links will not be considered.
- 7.22 Do not exceed word counts, the additional words will not be considered.
- 7.23 Do not make your Bid conditional on acceptance of your own Terms of Contract, as your Bid will be rejected.
- 7.24 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 e-sourcing tool. Responses received by any other method than requested will not be considered for the opportunity.

#### Some additional guidance notes <a> </a>

- 7.25 All enquiries with respect to access to the e-sourcing tool and problems with functionality within the tool must be submitted to Delta eSourcing, Telephone 0845 270 7050
- 7.26 Bidders will be specifically advised where attachments are permissible to support a question response within the e-sourcing tool. Where they are not permissible any attachments submitted will not be considered as part of the evaluation process.
- 7.27 Question numbering is not sequential and all questions which require submission are included in the Section 6 Evaluation Questionnaire.
- 7.28 Any Contract offered may not guarantee any volume of work or any exclusivity of supply.
- 7.29 We do not guarantee to award any Contract as a result of this procurement
- 7.30 All documents issued or received in relation to this procurement shall be the property of the Contracting Authority / UKSBS.
- 7.31 We can amend any part of the procurement documents at any time prior to the latest date / time Bids shall be submitted through the Delta eSourcing Portal.
- 7.32 If you are a Consortium you must provide details of the Consortiums structure.
- 7.33 Bidders will be expected to comply with the Freedom of Information Act 2000, or your Bid will be rejected.
- 7.34 Bidders should note the Government's transparency agenda requires your Bid and any Contract entered into to be published on a designated, publicly searchable web site. By submitting a response to this ITQ Bidders are agreeing that their Bid and Contract may be made public
- 7.35 Your bid will be valid for 60 days or your Bid will be rejected.
- 7.36 Bidders may only amend the contract terms during the clarification period only, only if you can demonstrate there is a legal or statutory reason why you cannot accept them. If you request changes to the Contract terms without such grounds and the Contracting Authority fail to accept your legal or statutory reason is reasonably justified, we may reject your Bid.
- 7.37 We will let you know the outcome of your Bid evaluation and where requested will provide a written debrief of the relative strengths and weaknesses of your Bid.
- 7.38 If you fail mandatory pass / fail criteria we will reject your Bid.
- 7.39 Bidders are required to use IE8, IE9, Chrome or Firefox in order to access the functionality of the Delta eSourcing Portal.
- 7.40 Bidders should note that if they are successful with their proposal the Contracting Authority reserves the right to ask additional compliancy checks prior to the award of

any Contract. In the event of a Bidder failing to meet one of the compliancy checks the Contracting Authority may decline to proceed with the award of the Contract to the successful Bidder.

- 7.41 All timescales are set using a 24-hour clock and are based on British Summer Time or Greenwich Mean Time, depending on which applies at the point when Date and Time Bids shall be submitted through the Delta eSourcing Portal.
- 7.42 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. The information will not be disclosed outside Government. Bidders taking part in this ITQ consent to these terms as part of the competition process.

7.43 The Government introduced its new Government Security Classifications (GSC) classification scheme on the 2<sup>nd</sup> April 2014 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. The link below to the Gov.uk website provides information on the new GSC:

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

The Contracting Authority reserves the right to amend any security related term or condition of the draft contract accompanying this ITQ to reflect any changes introduced by the GSC. In particular where this ITQ 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

- <u>Contracts Finder</u>
- Equalities Act introduction
- Bribery Act introduction
- Freedom of information Act

8.0 Freedom of information

8.4.1 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 or the Contracting Authority may be required to disclose information submitted by the Bidder to the to the Contracting Authority.

8.4.2 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.

8.4.3 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.

8.4.4 Where a Bidder receives a request for information under the FolA or the EIR during the procurement, this should be immediately passed on to UK SBS or the Contracting Authority and the Bidder should not attempt to answer the request without first consulting with the Contracting Authority.

8.4.5 Bidders are reminded that the Government's transparency agenda requires that sourcing documents, including ITQ 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 or 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 ITQ Bidders are agreeing that their participation and contents of their Response may be made public.

#### 8.5. Response Validity

8.5.1 Your Response should remain open for consideration for a period of 60 days. A Response valid for a shorter period may be rejected.

8.6. Timescales

8.6.1 <u>Section 3</u> of the ITQ 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.

#### 8.7. The Contracting Authority's Contact Details

8.7.1 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 e-sourcing tool to the designated UK SBS contact.

#### 8.7.2

All enquiries with respect to access to the e-sourcing tool may be submitted to Delta eSourcing on 0845 270 7050 please not this is a free self-registration website and this can be done by completing the online questionnaire at <u>https://uksbs.delta-</u>esourcing.com/

8.7.3 Bidders should be mindful that the designated Contact should <u>not under any</u> <u>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.

## 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 "ITQ Response"	means the Bidders formal offer in response to this Invitation to Quote			
"Bidder(s)"	means the organisations being invited to respond to this Invitation to Quote			
"Call Off Contract"	means the document set out in Schedule of the Contract			
"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 ITQ relating to the submission of a Bid			
"Competed Supplies/Services	means the competed supplies/services which will be Ordered from the Contract following a Mini-Competition and are set out at Schedule of the Contract			
"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 Contracts Finder 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 accessable to.			
"Direct Award"	means the award of a Call Off Contract by application of the terms laid down in the Contract without re-opening competiton			
"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 ITQ			
"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			
"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			
"Invitation to Quote" or "ITQ"	means this Invitation to Quote documentation and all related documents published by the Contracting Authority 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 organisations			
"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		
"Other Public Bodies"	means all Contracting Bodies except the Contracting Authority		
"Supplier(s)"	means the organisation(s) awarded the Contract		
"Supplies / Services / Works"	means any supplies/services and supplies or works set out at within <u>Section 4 Specification</u>		