# Invitation to Quote



Invitation to Quote (ITQ) on behalf of UK Space Agency

Subject: Critical analysis of post-mission disposal options for

Cislunar space missions study (UKSAC24\_0092)

**Sourcing Reference Number: PS24227** 

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# Section 1 – About UK Shared Business Services

Putting the business into shared services

UK Shared Business Services Ltd (UKSBS) 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.

UKSBS 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 DESIT / DESNZ DSIT, DESNZ, UKSBS' goals are aligned with the public sector and delivering best value for the UK taxpayer.

#### **Our Customers**

# DSIT, DESNZ

UKSBS currently manages £700m expenditure for its Contracting Authorities. Our Contracting Authorities who have access to our services and Contracts are detailed <a href="https://example.com/here/beauthorities/">here</a>.

# **Privacy Statement**

At UK Shared Business Services (UKSBS) 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 UKSBS 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

This notice sets out how the Contracting Authority will use your personal data, and your rights. It is made under Articles 13 and/or 14 of the General Data Protection Regulation (GDPR).

#### YOUR DATA

The Contracting Authority will process the following personal data:

Names and contact details of employees involved in preparing and submitting the bid; Names and contact details of employees proposed to be involved in delivery of the contract; Names, contact details, age, qualifications and experience of employees whose CVs are submitted as part of the bid.

# **Purpose**

The Contracting Authority are processing your personal data for the purposes of the tender exercise, or in the event of legal challenge to such tender exercise. Legal basis of processing

The legal basis for processing your personal data is processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the data controller, such as the exercise of a function of the Crown, a Minister of the Crown, or a government department; the exercise of a function conferred on a person by an enactment; the exercise of a function of either House of Parliament; or the administration of justice.

## Recipients

Your personal data will be shared by us with other Government Departments or public authorities where necessary as part of the tender exercise. The Contracting Authority may share your data if required to do so by law, for example by court order or to prevent fraud or other crime.

#### Retention

All submissions in connection with this tender exercise will be retained for a period of 7 years from the date of contract expiry, unless the contract is entered into as a deed in which case it will be kept for a period of 12 years from the date of contract expiry.

#### YOUR RIGHTS

You have the right to request information about how your personal data are processed, and to request a copy of that personal data.

You have the right to request that any inaccuracies in your personal data are rectified without delay.

You have the right to request that any incomplete personal data are completed, including by means of a supplementary statement.

You have the right to request that your personal data are erased if there is no longer a justification for them to be processed.

You have the right in certain circumstances (for example, where accuracy is contested) to request that the processing of your personal data is restricted.

You have the right to object to the processing of your personal data where it is processed for direct marketing purposes.

You have the right to object to the processing of your personal data.

## **COMPLAINTS**

If you consider that your personal data has been misused or mishandled, you may make a complaint to the Information Commissioner, who is an independent regulator. The Information Commissioner can be contacted at:

Information Commissioner's Office Wycliffe House Water Lane Wilmslow Cheshire SK9 5AF 0303 123 1113 casework@ico.org.uk

Any complaint to the Information Commissioner is without prejudice to your right to seek redress through the courts.

## **CONTACT DETAILS**

The data controller for your personal data is:

**UK Space Agency** 

You can contact the Data Protection Officer at:

UKSA Data Protection Officer, UK Space Agency, Polaris House, North Start Road, Swindon SN2 1SZ. Email: <a href="mailto:GDPR@ukspaceagency.gov.uk">GDPR@ukspaceagency.gov.uk</a>

# **Section 2 – About the Contracting Authority**

**UK Space Agency (UKSA)** 

Founded in 2010, the UK Space Agency delivers key elements of the Government's National Space Strategy.

We use our expertise to:

- **catalyse investment**, supporting projects that drive investment and generate contracts for the UK space sector
- deliver space capabilities and missions that meet public needs and advance our understanding of the Universe
- **champion the power of space** to inspire people and offer greener, smarter solutions for business, and to support a sustainable future

Together, this enables us to harness the power of space to benefit our people and our planet.

Our professional staff include scientists, engineers, commercial experts, project managers and policy officials.

We have a track record of delivery: our programmes have propelled British technology across the Solar System and realised world-first innovations in spacecraft design and satellite applications.

We have a powerful global voice, partnering with institutions across the world, including the European Space Agency.

We support a thriving space sector, which currently generates an income of £16.4 billion each year and employs 45,000 people across the country.

Investment, including private and public, from the UK and overseas, will enable the space sector to deliver important research, develop new technologies and market applications, and keep pace with other nations.

www.BEIS.gov.uk/ukspaceagency

# **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.

Section	Section 3 – Contact details				
3.1.	Contracting Authority Name and address	UK Space Agency (UKSA) Quad Two Building (1st Floor) Rutherford Avenue, Didcot, Oxfordshire, OX11 0DF			
3.2.	Buyer name	Lauren Standfast			
3.3.	Buyer contact details	professionalservices@uksbs.co.uk			
3.4.	Maximum value of the Opportunity	£25,000.00 including VAT (£20,833.33 excluding VAT)			
3.5.	Process for the submission of clarifications and Bids	All correspondence shall be submitted within the Messaging Centre of the eSourcing portal. Guidance on how to obtain support on using the eSourcing portal can be found in Section 7.25.  Please note submission of a Bid to any email address including the Buyer will result in the Bid not being considered, unless formally advised to do so by UKSBS.			

Section	Section 3 - Timescales					
3.6.	Date of Issue of Contract Advert on Contracts Finder	Wednesday 09th October 2024				
3.7.	Latest date / time ITQ clarification questions shall be received through the eSourcing Portal	Friday, 18 October 2024 Wednesday, 23 October 2024 11.00				
3.8.	Latest date / time ITQ clarification answers should be sent to all Bidders by the Buyer through the eSourcing Portal	Tuesday, 22nd October 2024 Friday, 25 October 2024				
3.9.	Latest date and time ITQ Bid shall be submitted through the J eSourcing Portal (the Deadline)	Wednesday 30th October 2024 Wednesday, 06 <sup>th</sup> November 11:00				
3.10.	Anticipated notification date of successful and unsuccessful Bids	Thursday, 14 <sup>th</sup> November 2024 Thursday, 21 <sup>st</sup> November 2024				
3.11.	Anticipated Contract Award date	Thursday, 21 <sup>st</sup> November 2024 Wednesday, 27 <sup>th</sup> November 2024				
3.12.	Anticipated Contract Start date	Monday 25th November 2024 Monday, 02 <sup>nd</sup> December 2024				

3.13.	Anticipated Contract End date	Friday 28th February 2025
3.14.	Bid Validity Period	90 Days

# **Section 4 – Specification**

# **Background**

Emphasis on addressing space sustainability challenges has surged in recent years, with these discussions and efforts tending to focus on Earth orbits, especially the most densely populated areas of LEO. However, little attention has been paid thus far to the future of space sustainability beyond Earth. As programmes such as Artemis makes headway in returning humans to the lunar surface, it is unclear to what extent space sustainability has been considered in the context of the Moon. For humans to settle on the Moon, an ambition commonly referred to as a stepping-stone to Mars, infrastructure needs to be in place to enable such an endeavour. Awareness of this need is growing across the UK space sector, with start-ups such as Moonscape aiming to providing detailed mapping services from satellites orbiting the Moon, and SSTL's Lunar Pathfinder mission.

Already, operators are performing several collision avoidance manoeuvres per year for spacecraft in Lunar orbits; for example, when NASA's Lunar Reconnaissance Orbiter (LRO) and ISRO's Chandrayaan-2 Orbiter were expected to come dangerously close to each other over the Lunar North pole. At present, only a handful of missions orbit the Moon, yet conjunction events are still a very real possibility. The size of the Moon is around 27% that of Earth, meaning much shorter orbital periods; an orbiter at 200km altitude would take around 2 hours to complete one orbit, for example. As the Moon does not have a substantial atmosphere (but rather an exosphere), spacecraft disposal via atmospheric re-entry is not an option on the Moon, including for any debris generated by collisions or other means. Globally, there are more than 200 planned missions to the Moon over the next decade, and so strategies for post-mission disposal in Cislunar space need to be explored now to mitigate the generation of space debris in this environment.

As a global leader in space sustainability and a strong investor in space exploration, the UK regularly engages in various national and international forums to help set norms and best practices that influence responsible behaviour for interplanetary and beyond Earth orbit missions. This includes membership of the Inter-Agency Space Debris Coordination Committee (IADC), United Nations Committee on the Peaceful Uses of Outer Space, the International Organization for Standardization (ISO), the International Astronautical Federation (IAF), among others. Given the sustainability challenges that the Cislunar environment presents, the UK Space Agency is keen to support the development of new guidelines for the sustainable use of Cislunar space and is therefore commissioning this study to feed directly into the aforementioned international forums. The outputs of this study may also be used by the UK Space Agency and wider UK Government to inform new regulatory policy for future UK-licensed lunar missions.

## Inputs

- UK Space Agency-commissioned report titled "Lunar Surface Disposal Study" by Capgemini, March 2024
- IADC Action Item description the UK Space Agency will endeavour to supply the Supplier with this
  document (subject to IADC agreement), which details the committee's internal work on mitigation and
  disposal options for lunar orbits

# **Aims and Objectives**

# The primary aim of this study is to deliver a report that supports the UK Space Agency in:

- 1. Developing Cislunar regulatory policy regarding UK mission disposal options
- 2. Contributing to the IADC's development of Cislunar space debris mitigation guidelines

To achieve this, the study shall deliver against the following set of objectives:

# 1. Critically evaluate the following options for Cislunar post-mission disposal\*:

- Lunar surface impact (controlled, semi-controlled and uncontrolled)
- Transfer into a heliocentric orbit
- Transfer into deep space
- Transfer into a Lunar graveyard orbit
- Transfer into a Lagrange Point
- Earth atmospheric re-entry
- Leave in operational orbit, e.g. in orbit around the Moon

Any assumptions made about the disposal phase shall also be provided alongside this evaluation. This shall include mission/spacecraft characteristics, environmental conditions, assumptions around operational constraints.

\*UKSA are open to alternative disposal options being proposed for inclusion in this evaluation.

# 2. Examine the following factors for each disposal option, allowing UKSA to assess their relative merits:

- Cost of disposal method
- Spacecraft design implications (e.g. propellent budgets, design life, comms considerations etc.)
- Maturity of required technologies specific to disposal method

## 3. Develop a risk analysis approach for evaluating Cislunar post-mission disposal options:

- Identify key risks for each disposal option, and classify by technical, reputational, financial, regulatory, operational, and so on
- Understand economic, versus qualitative aspects of risk, and Cost-benefit-analysis
- Consider the cumulative risk over time (e.g. 5, 10 and 15 years after disposal) on:
  - Projected international Lunar activity
  - Projected lunar disposal
  - o Ground debris effects, including Lunar surface operations.

Item	Work Category	Requirement Guidance	Contract Deliverables	Delivery Date	Acceptance Criteria
1	Delivery of Monthly Progress Meetings	The Supplier shall deliver monthly meetings throughout the life of the Contract. These will form part of the Governance process of the	Meeting agenda issued 3 Working days before scheduled meeting.	Monthly	Management data pack provided to the Agency via email that align to request within the requirement guidance. Reviewed and formally agreed by the Authority within 5 working days. Should any deficiencies be identified, these will be identified by the Authority and the deliverables re submitted for

		Contract and be used to track	Monthly progress		review for acceptance within 5 working days by the Authority.
		progress, identify risks	meeting held.		
		and issues, and	Meeting		
		escalate any	actions		
		issues that arise	provided 5		
		throughout the life of the	Working Days post		
		Contract.	Monthly		
			Progress		
		Monthly	meeting.		
		meetings shall			
		be held either in			
		person or virtually. The			
		Supplier shall			
		supply an			
		agenda and			
		management			
		pack which includes as a			
		minimum:			
		Programme			
		timeline,			
		progress			
		towards next			
		deliverables, KPI data,			
		forecast data,			
		risks, issues &			
		Dependencies.			
		Detailed			
		minutes will not			
		be required for each meeting,			
		but the Supplier			
		shall record any			
		actions from			
		each meeting			
		and add these to the			
		Management			
		data pack prior			
		to submission to			
	10	the Agency.	10.1.50		
2	Kick-Off	The Supplier	Kick-Off	CA	
		shall deliver a presentation as	meeting		
		a deliverable for	Kick-Off		
		this task, to be	presentation		
		delivered in a			
		Kick-Off			
		meeting.			

3	Mid Term Review	The Supplier shall deliver a draft report as a deliverable for this task. This shall be accompanied by a Mid Term view presentation.	Draft Report  Mid Term Review meeting  Mid Term Review presentation	CA + 1.5 months (note: no later than 10/01/2025)	Report provided to the Authority via email. Reviewed and formally agreed by the Authority within 10 working days. Should any deficiencies be identified these will be identified by the Authority and the deliverables re submitted for review for acceptance within 5 working days by the Authority.
4	Final Review	The Supplier shall deliver a final report as a deliverable for this task. This shall be accompanied by a Final Review presentation.	Final Review meeting Final Review presentation	CA + 3 months (note: no later than 28/02/2025)	Report provided to the Authority via email. Reviewed and formally agreed by the Authority within 10 working days. Should any deficiencies be identified, these will be identified by the Authority and the deliverables re submitted for review for acceptance within 5 working days by the Authority.

<sup>\*\*</sup>The payment milestones shall align with the project milestones described under Items 2-4 of the above table.

Key Performance	Indicators (KPI's)		
No.	Key Performance Indicator Title	Definition	Frequency of Measurement
KPI1	Adherence to the Draft Report and Final Report delivery schedules	This KPI measures how close actual delivery is to the Draft Report and Final Report delivery schedules.  Formula: Date of delivery – Agreed delivery date  Units: Working days	Measured at Draft Report and Final Report delivery.

# **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.

# Section 5 - Evaluation of Bids

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 UKSBS 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 commercial moderation will be undertaken to ensure consistency by all evaluators.

After evaluation and if required moderation scores will be finalised by performing a calculation to identify (at question level) the mean average of all evaluators (Example – a question is scored by three evaluators and judged as scoring 5, 5 and 6. These scores will be added together and divided by the number of evaluators to produce the final score of 5.33 ( $5+5+6=16\div 3=5.33$ )

Do not exceed the page limits specified within each of the Non-Commercial criteria, any additional content provided beyond the specified page limit will not be considered or scored during the evaluation process. Where bidders include a cover page and/or annex, this will be taken into consideration within the page limit and therefore this is discouraged.

Where a Non Commercial criteria requires an additional attachment such as an organogram or risk register bidders are to note the eSourcing Portal only permits 1 document upload per question therefore bidders must attach their response as a Zip folder.

Pass / Fail criteria				
Evaluation Envelope	Q No.	Question subject		
Qualification	SEL1.2	Employment breaches/ Equality		
Qualification	SEL1.3	Compliance to Section 54 of the Modern Slavery Act		
Qualification	SEL1.10	Information security requirements		
Qualification	FOI1.1	Freedom of Information		
Qualification	AW1.1	Form of Bid		
Qualification	AW3.1	Validation check		
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 the Contract Terms		
Qualification	AW4.3	PPN 01/22 - Contracts with suppliers from Russia or Belarus		
Commercial	AW5.3	Firm and Fixed Price		
Qualification	AW6.1	Compliance to the Specification		
Qualification	AW6.2	Variable Bids		
Commercial	AW5.3	Firm and Fixed Price		
Commercial	AW5.4	Maximum Budget		

-	-	Invitation to Quote response received on time within the eSourcing Portal
	Mandatory paright to disqua	of a Bidder failing to meet the requirements of a class / fail criteria, the Contracting Authority reserves the calify the Bidder and not consider evaluation of any of the scoring methodology or Mandatory pass / fail criteria.

# 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 ITQ. The Contracting Authority considers these weightings to be in line with existing best practice for a requirement of this type.

Evaluation	Q No.	Question subject	Maximum Marks	
Envelope	Q NO.	Question subject	Overall	Breakdown
Commercial	AW5.1	Price	20%	20%
Technical	Proj1.1	Approach / Methodology		20%
Technical	Proj1.2	Understanding the Project Environment		20%
Technical	Proj1.3	Ability to deliver (resource and expertise)	80%	20%
Technical	Proj1.4	Project and Risk Management		20%

# **Evaluation of criteria**

## **Non-Commercial 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 vour 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.

# Commercial Elements will be evaluated on the following criteria.

Price will be evaluated using proportionate pricing (lowest bid / bid \* mark). A bidder's score will be based on the lowest total score received divided by their total cost and then multiplied by the marks available.

For example, if the total basket price for three bid responses is received and Bidder A has quoted £50,000 as their total price, Bidder B has quoted £80,000 and Bidder C has quoted £100.000 then the calculation will be as follows:

(Maximum marks available in this example being 12.5)

Bidder A Score =  $50000/50000 \times 12.5 = 12.5$ 

Bidder B Score = 50000/80000 x 12.5 = 7.81

Bidder C Score = 50000/100000 x 12.5 = 6.25

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.

The lowest score possible is 0

The scores achieved for the Non-Commercial and Commercial Criteria will be combined to give a bidders total score and ranking.

# Award criteria in the event of a tied place for an award decision

If as a result of the application of the aforementioned scored criteria applicable to Commercial and Non Commercial has been undertaken and suitable due diligence has occurred to ratify this position, this then results in a tied place re more than one supplier has attained a score that is equal to another bidder under this procurement procedures due process, then the Contracting Authority shall make an award decision on the basis of the bidder who provided a bid that attained the highest score under Commercial criteria.

# For example:

Bidder A scores 12.50 for Commercial and 45.00 for Non-Commercial Bidder B scores 15.10 for Commercial and 42.40 for Non-Commercial

The result is a tied place at score of 57.50.

The Contracting Authority stated in its procurement documents that the bidder who scored the highest on under Commercial criteria in a tied place, shall be awarded the contract therefore Bidder B wins the award.

This evaluation criteria will therefore not be subject to any averaging.

# **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 UKSBS's procurement procedures.</li> <li>Any ITQ Bid received after the closing date will be rejected unless circumstances attributed to UKSBS, the Contracting Authority or the eSourcing Portal 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
Moderation meeting (if required to reach an award decision)	<ul> <li>Evaluation criteria.</li> <li>To review the outcomes of the Commercial review</li> <li>To agree final scoring for each Bid, relative rankings of the Bids</li> <li>To confirm contents of the feedback letters to provide details of scoring and relative and proportionate feedback on the unsuccessful Bidders response</li> </ul>
Due diligence of the Bid	<ul> <li>the Contracting Authority may request the following requirements at any stage of the Procurement:         <ul> <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> </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 Response Questionnaire**

Bidders should note that the evaluation response questionnaire is located within the **eSourcing Portal.** 

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

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

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 Section 3 of 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 the eSourcing portal 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 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.
- 7.10 Do complete all questions in the evaluation response 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 UKSBS 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 UKSBS 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 UKSBS 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 page limits, the additional pages 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 the eSourcing portal. Responses received by any other method than requested will not be considered for the opportunity.

# Some additional guidance notes

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

Phone 08000 698 632 Email customersupport@jaggaer.com

Please note; the eSourcing Portal is a free self-registration portal. Bidders can complete the online registration at the following link: <a href="https://beisgroup.ukp.app.jaggaer.com/">https://beisgroup.ukp.app.jaggaer.com/</a>

- 7.26 Bidders will be specifically advised where attachments are permissible to support a question response within the eSourcing portal. 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 Response 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 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 90 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 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 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 revised its Government Security Classifications (GSC) classification scheme on the 2<sup>nd</sup> 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. 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**

- Contracts Finder
- Equalities Act introduction
- Bribery Act introduction
- Freedom of information Act

#### 8.0 Freedom of information

- 8.1 In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FolA') and the Environmental Information Regulations 2004 (the 'EIR') (each as amended from time to time), UKSBS or the Contracting Authority may be required to disclose information submitted by the Bidder to the to the Contracting Authority.
- 8.2 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.
- 8.3 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 FolA 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 FolA 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 Where a Bidder receives a request for information under the FoIA or the EIR during the procurement, this should be immediately passed on to UKSBS or the Contracting Authority and the Bidder should not attempt to answer the request without first consulting with the Contracting Authority.
- 8.5 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 UKSBS 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.

# 9.0. Timescales

9.1 <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.

# 10.0. The Contracting Authority's Contact Details

10.1 Unless stated otherwise in these Instructions or in writing from UKSBS or the Contracting Authority, all communications from Bidders (including their subcontractors, consortium members, consultants, and advisers) during the period of this

- procurement must be directed through the eSourcing tool to the designated UKSBS contact.
- 10.2 Bidders should be mindful that the designated Contact or other persons associated with this opportunity, should not under any circumstances be sent a copy of their Response outside of the eSourcing portal, unless the portal cannot receive your response due to an outage, should this happen then Contracting Authority will suitably formally instruct all bidders as to how to submit your Response. Failure to follow this requirement will result in disqualification of the Response.

# Appendix A – Glossary of Terms

TERM	MEANING
"UKSBS"	means UK Shared Business Services Ltd herein after referred to as UKSBS.
"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
"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
"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.
"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 UKSBS that will be dealing with the procurement
"Order"	means an order for served by any Contracting Body on the Supplier
"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