

Mini Competition



Department for
Energy Security
& Net Zero



Department for
Science, Innovation
& Technology

**Mini Competition against an existing Framework Agreement (MC)
on behalf of **Integrated Corporate Services (ICS)****

Subject: **Purchase of MacBook Air Laptops**

Sourcing Reference Number: **DDaT24364**

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

Registered in England and Wales as a limited company. Company Number 6330639.
Registered Office Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1FF
VAT registration GB618 3673 25
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Version 9.0

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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 Contracting Authorities improve efficiency, generate savings and modernise.

It is our vision to become the leading service provider for Contracting Authorities for 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 DSIT / DESNZ & UKRI, UKSBS' goals are aligned with the public sector and delivering best value for the UK taxpayer.

UKSBS currently manages £700m expenditure for its Contracting Authorities.

Contracting Authorities who have access to our services and Contracts are detailed [here](#).

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.ukpbs.co.uk/use/pages/privacy.aspx>

Privacy Notice

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 UK General Data Protection Regulation (UK 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.

International Transfers

As your personal data is stored on our IT infrastructure and shared with our data processors Microsoft and Amazon Web Services, it may be transferred and stored securely in the UK and European Economic Area. Where your personal data is stored outside the UK and EEA it will be subject to equivalent legal protection through the use of Model Contract Clauses

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

You can contact the Data Protection Officer at:

DESNZ Data Protection Officer, Department for Energy Security & Net Zero 3-8 Whitehall Place, London, SW1A 2ED. Email: dataprotection@energysecurity.gov.uk

DSIT Data Protection Officer, Department for Science, Innovation & Technology, 22-26 Whitehall Place, London, SW1A 2EG. Email: dataprotection@dsit.gov.uk

Section 2 – About the Contracting Authority

Department for Innovation, Science & Technology (DSIT)

The Department for Science, Innovation and Technology (DSIT) brings together the relevant parts of the former Department for Business, Energy and Industrial Strategy and the former Department for Digital, Culture, Media and Sport. It drives innovation that will deliver improved public services, create new better-paid jobs and grow the economy.

DSIT is a ministerial department, supported by [14 agencies and public bodies](#).

Our responsibilities

- positioning the UK at the forefront of global scientific and technological advancement
- driving innovations that change lives and sustain economic growth
- delivering talent programmes, physical and digital infrastructure and regulation to support our economy, security and public services
- R&D funding

Department for Energy, Security and Net Zero (DESNZ)

The Department for Energy Security and Net Zero (DESNZ) is focused on the energy portfolio from the former Department for Business, Energy and Industrial Strategy (BEIS). Our focus is securing our long-term energy supply, bringing down bills and halving inflation

Our responsibilities

- delivering security of energy supply
- ensuring properly functioning energy markets
- encouraging greater energy efficiency
- seizing the opportunities of net zero to lead the world in new green industries

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 3 – Contact details		
3.1	Contracting Authority (CA) Name and address	Integrated Corporate Services
3.2	Buyer name	Rebecca Fish
3.3	Buyer contact details	ddatprocurement@uksbs.co.uk
3.4	Estimated value of the Opportunity	<p>Up to £2,000,000.00 ex VAT over a 2-year period. There is no commitment to spend this full value.</p> <p>There will be an initial commitment of 250 laptops for delivery in September 2024.</p> <p>All further orders above the initial 250 will be placed over the further 24 months, there is no commitment to spend the full £2,000,000.00.</p>
3.5	Process for the submission of clarifications and Bids	<p>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.</p> <p>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.</p>

Section 3 - Timescales		
3.6	Date of Issue of Mini Competition to all Bidders	Tuesday 6 th August 2024
3.7	Latest date / time Mini Competition clarification questions shall be received through the eSourcing Portal	Tuesday 13 th August 2024 11:00
3.8	Latest date / time Mini Competition clarification answers should be sent to all Bidders by the Buyer through the eSourcing Portal	Thursday 15 th August 2024
3.9	Latest date / time Mini Competition Bid shall be submitted through eSourcing Portal (the Deadline)	Tuesday 20 th August 2024 11:00
3.11	Anticipated selection and de selection of Bids notification date	Thursday 22 nd August 2024
3.12	Anticipated Award Date	Thursday 22 nd August 2024
3.13	Anticipated Contract Start Date	Tuesday 27 th August 2024

3.14	Anticipated Contract End Date	26 th August 2026
3.15	Bid Validity Period	60 Days
3.16	Framework and or Lot the Mini competition will be based on	Crown Commercial Services, Technology Products and Associated Services 2 , RM6098 Lot 2: Hardware.
3.17	Anticipated Contracts Finder notice and redacted contract publication if applicable.	30 days from contract commencement

Section 4 – Specification

Specification for MacBook Air Requirements

Hardware required:

MacBook Air laptop. Over the life of the contract (27/8/2024 – 26/8/2026) we anticipate the maximum number of laptops will be up to 1,500.

The Initial first order will be a commitment for **250** as listed below Specification 1 or 2 (difference being chip M2 or M3) for delivery by mid to the end of September 2024 however the Contracting Authority appreciate that this will be dependent on Apple lead times, bidders will therefore be required in AW6.3 what their earliest delivery date will be.

Warranty:

Standard manufacturer issued warranty only.

Specification 1:

- Apple M2 chip with 8-core CPU, 8-core GPU, 16-core Neural Engine
- Midnight
- 16GB unified memory
- 256GB SSD storage
- 13.6-inch Liquid Retina display with True Tone
- 1080p FaceTime HD camera
- MagSafe 3 charging port
- Two Thunderbolt / USB 4 ports
- USB-C Power Adapter
- Backlit Magic Keyboard with Touch ID – British

Specification 2:

- Apple M3 chip with 8-core CPU, 8-core GPU, 16-core Neural Engine
- Midnight
- 16GB unified memory
- 256GB SSD storage
- 13.6-inch Liquid Retina display with True Tone
- 1080p FaceTime HD camera
- MagSafe 3 charging port
- Two Thunderbolt / USB 4 ports
- USB-C Power Adapter
- Backlit Magic Keyboard with Touch ID – British

Specification 3:

- Apple M3 chip with 8-core CPU, 10-core GPU, 16-core Neural Engine
- Midnight
- 16GB unified memory
- 512GB SSD storage
- 13.6-inch Liquid Retina display with True Tone

- 1080p FaceTime HD camera
- MagSafe 3 charging port
- Two Thunderbolt / USB 4 ports
- USB-C Power Adapter
- Backlit Magic Keyboard with Touch ID - British

Specification 4:

- Apple M3 chip with 8-core CPU, 10-core GPU, 16-core Neural Engine
- Midnight
- 24GB unified memory
- 1TB SSD storage
- 13.6-inch Liquid Retina display with True Tone
- 1080p FaceTime HD camera
- MagSafe 3 charging port
- Two Thunderbolt / USB 4 ports
- USB-C Power Adapter
- Backlit Magic Keyboard with Touch ID - British

There are no other services required, for example including asset tags, bags etc. Supplier to provide device serial numbers in a spreadsheet of Excel format.

Delivery Information

The MacBook Air devices will need to be delivered to the following address

3-8 Whitehall Place
London
SW1A 2AW

The Department prefers the initial order for 250 units to be delivered all at once, it is open to accepting these in separate batches. Once the Supplier receives the order for the devices, the supplier must confirm within 48 hours when the devices will be delivered.

The supplier must provide the details below to the Department a minimum of 24 hours prior to the delivery as part of each order placed:

Delivery Name and Address

Details of what is being delivered (number of devices)

Time of Delivery

Delivery Company name, driver name and Vehicle registration

Delivery pallets to be removed from site upon delivery

Deliveries must be made by the supplier during weekdays between 9.00 and 15.00 unless specified otherwise.

The delivery vehicle may not be allowed onto the Department's site; therefore, a roadside delivery may be required. The Supplier must be able to unload the delivery from the delivery vehicle.

Once the delivery is unloaded, the Department's portering team will transfer the items onto trolley for delivery into the building.

All packaging including Pallets and other Containers must be taken away by the driver once the delivery has been unloaded.

The supplier will be responsible for the goods until delivery to the Department is complete. Risk and title will transfer only once acceptance has been completed.

A delivery note must be provided detailing exact number of devices delivered.

This site has a **18T Maximum vehicle size limit**

Driver to phone a nominated Departmental contact when they arrive on site.

Driver will need to be escorted on site if they require access.

Apple Business Manager (ABM)

The supplier must be able to add these devices to the Apple Business Manager (ABM). The department will provide the necessary Department's Apple ID details

Terms and Conditions

Bidders are to note that any requested modifications to the Framework 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 Mini Competition, 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.

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	FOI1.1	Freedom of Information Exemptions
Qualification	AW1.1	Form of Bid
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 Framework Terms
Qualification	AW4.2	Changes to the Framework Terms
Qualification	AW 4.3	PPN01/22 Contracts with suppliers from Russia or Belarus
Commercial	AW5.3	Firm and Fixed Price
Technical	AW6.1	Compliance to the Specification
Technical	AW6.2	Variable bids
Technical	AW6.4	Apple Authorised Reseller
-	-	Mini Competition response received on time within the 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 any of the Award stage 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 Mini Competition. The Contracting Authority considers these weightings to be in line with the framework.

Evaluation Envelope	Q No.	Question subject	Maximum Marks	
			Overall	Breakdown
Commercial	AW5.1	Price	90.00%	90.00%
Technical	PROJ1.1	Social Value	10.00%	10.00%
Technical	AW6.3	Delivery Dates	For Information only	For Information only

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:

$$\text{Score} = \{\text{weighting percentage}\} \times \{\text{bidder's score}\} = 20\% \times 60 = 12$$

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. As there will be multiple evaluators their individual scores and commentary will be recorded, then a consensus meeting will be convened by the evaluators to determine your score. Note this will include a chairperson or lead and all evaluators are of equal status.

Example

Evaluator 1 scored your bid as 60

Evaluator 2 scored your bid as 60

Evaluator 3 scored your bid as 40

The convened meeting came to a consensus that the final recorded score to given to your submission against this question should be 60, with the justification and reasons for this score recorded.

Once the consensus process has been finalised, all justifications recorded and all non-priced scores are agreed, this will then be subject to an independent commercial moderation review.

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 = $50000/80000 \times 12.5 = 7.81$

Bidder C Score = $50000/100000 \times 12.5 = 6.25$

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 2.40 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 style="list-style-type: none"> Mini Competition (MC) bid logged upon opening in alignment with UKSBS's procurement procedures. Any MC response 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.
Compliance check	<ul style="list-style-type: none"> Check all Mandatory requirements are acceptable to the Contracting Authority. Unacceptable responses 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. The bid may be subject to moderation as advised in the criteria section, prior to any award decision.
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 Evaluation criteria.
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 / MC / Bid and / or Clarifications from the Bidder. Taking up of Bidder references from the Bidders Customers. Financial Credit check for the Bidder.

Moderation meeting (if required to reach an award decision)	<ul style="list-style-type: none"> • To review the outcomes of the Due Diligence. • To agree final scoring for each Bid, relative rankings of the Bids • To confirm contents of the feedback letters to provide details of scoring and relative and proportionate feedback on the unsuccessful Bidders response
Validation of unsuccessful Bidders	<ul style="list-style-type: none"> • To confirm contents of the letters to enable 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 Mini Competition 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 Portal messaging system to raise any clarifications to our Mini Competition. 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 and concise and ideally generic contact details; telephone numbers, e-mail details.
- 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 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, unless the Framework explicitly permits this.
- 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 the 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:

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

- 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 Mini Competition 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 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 Call Off 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 Mini Competition consent to these terms as part of the competition process.

- 7.43 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. 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 Mini Competition to reflect any changes introduced by the GSC. In particular where this Mini Competition 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

- [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 'FoIA') 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 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 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 Mini Competition 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 Mini Competition, Bidders are agreeing that their participation and contents of their Response may be made public.

9.0 Timescales

- 9.1 [Section 3](#) of the Mini Competition 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 sub-contractors, 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 “MC” Response”	means the Bidders formal offer in response to this Mini Competition
“Bidder(s)”	means the organisations being invited to respond to this Mini Competition.
“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 MC 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 Authority”	means a defined term in the Public Contracts Regulations 2015, a public body subject to the procurement Regulations.
“Contracting Bodies”	means the Contracting Authority and any other contracting authorities described in the procurement documentation provided.
“Customer”	means the legal entity (or entities) for which any Contract agreed will be made accessible to.
“Contracts Finder”	The government portal for advertising publically funded procurement awards as a result of a MC if above the required thresholds https://www.gov.uk/contracts-finder
“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 MC.
“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
“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 any pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
“Mini Competition” or MC”	Means a competitive procedure of more than one bidder equally competing to secure an award of the opportunity as well as all related documents published by UKSBS and made available to Bidders and includes the Due Diligence Information.
“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”	means the organisation awarded the Contract
“Supplies /Services / Works”	means any supplies/services and supplies or works set out at within Section [4] Specification