

Social Mobility Commission 1 Horse Guards Road London SW1A 2HQ

INVITATION TO TENDER LETTER

Dear supplier,

INVITATION TO TENDER (ITT) for Perceptions of Social Mobility Research

Your organisation along with others is invited to offer a tender for provision of the above, to the specification outlined in the attached documents. The Social Mobility Commission (SMC) is happy to accept tenders from individuals or organisations. Enclosed are:

Document 1 Specification of the requirement.

Document 2 Instructions on the tendering procedures.

Document 3 SMC standard requirements.

Document 4 List of attachments.

Document 5 Declaration and information to be provided by the tenderer.

Attachments Draft Terms and Conditions, Evaluation Criteria,

Annex A Conflicts of Interest

Please read the instructions on the tendering procedures carefully. Failure to comply with them may invalidate your tender which must be returned by the date and time given below.

An electronic copy of your tender must be submitted to <u>contact@socialmobilitycommission.gov.uk</u> no later than **(4pm Friday 25th October 2024).** Late tenders will **not** be considered.

If having read the enclosed specification you decide not to submit a tender, I would be grateful if you could send your reasons (though you are under no obligation to do so) to <u>contact@socialmobilitycommission.gov.uk</u>, at the above address marked 'No Tender'. Please contact me if you have any questions about the tendering procedure. Yours sincerely,

Summer Nisar

Director of the SMC Secretariat, Social Mobility Commission

SPECIFICATION

1. Introduction

The Social Mobility Commission (SMC) monitors progress towards improving social mobility in the UK and promotes social mobility in England. It is an independent statutory body created by an Act of Parliament and is sponsored by the Cabinet Office.

The SMC is interested in understanding more about how people perceive social mobility in the UK. We are seeking expert suppliers who can conduct primary polling on public attitudes towards social mobility, as well as how people in the UK perceive their own prospects in relation to that of their parents across key areas like education, employment and housing. The successful supplier will provide a range of deliverables, including assistance with questionnaire design, fieldwork, full data tables and quality assurance over final outputs. For the survey, we require a sample of at least 4,000 adults across the UK (aged 18 and above). We also require specific demographic data to be collected to allow for comparison between groups across each of the survey questions - these are sometimes referred to as 'crossbreaks'.

The SMC wishes to continue building and improving on our evidence base. Our State of the Nation research provides a comprehensive evidence base on how the UK has 'performed' across different indicators of social mobility (ie, educational, occupational and housing mobility), as well as the underlying drivers of social mobility. We aim to supplement our evidence base, assessing the extent to which people's perceptions of social mobility, align with the findings from our State of the Nation research. We would also like to explore how the perceptions of social mobility might differ across different demographics, social classes and regions.

We have worked with external suppliers on perceptions work previously, through our<u>Social Mobility</u> <u>Barometer</u> research. We would be interested to see if and how attitudes/perceptions of social mobility have changed over recent years.

Like with previous iterations of this research, this analysis is designed mainly to be descriptive and informative. We do not expect this research to provide definitive causal conclusions, nor do we anticipate this research will be used to inform or shape policy directly. Ultimately, the Commission requires this research to provide a snapshot of the overarching sentiments towards social mobility in the UK in a clear and robust manner.

2. Objectives

This research aims to improve our understanding of how people in the UK perceive social class, social mobility and inequality in the UK. Specifically, we want to better understand:

- 1. The overall perceptions of social class and social mobility in the UK.
- 2. Perceptions of inequalities
- 3. Perceptions of quality of life compared to previous generations
- 4. The role of individuals in determining success
- 5. How people measure success
- 6. What people value

7. How these attitudes have changed over time, and how they compare across different demographics

The first objective relates to getting a snapshot of how people perceive the overall rate of social mobility in the UK. To meet this objective, we require the survey to cover subjects like:

- How people perceive their current social class
- How people perceive the social class of the household they grew up in
- What determines whether someone has been 'socially mobile in their life

The second objective relates to how people perceive inequalities in the UK. To meet this objective, we require the survey to cover:

- How large the 'gaps' are in the UK between different social classes
- The importance of addressing inequality in the UK
- How inequalities in the UK might be reduced

The third objective relates to how people perceive their quality of life compared to previous generations. To meet this objective, we require the survey to cover subjects like:

- Whether people feel they are better or worse off than their parents were in terms of: financial circumstances, level of education, labour market outcomes, housing, overall standard of living etc
- The extent to which it is becoming 'easier' or 'more difficult' for those from poorer backgrounds to become upwardly mobile, and across which areas (ie, education, occupation, income)

The fourth objective relates to how people perceive the role of individuals in determining success. To meet this objective, we require the survey to cover subjects like:

- What has the biggest role in determining success (ie, family/households, individuals, or place/area)
- Whether hard work pays off

The fifth objective relates to how people measure success. To meet this objective, we require the survey to cover subjects like:

- How people evaluate their own/other people's success (ie, material possessions, career)
- How people define success

The sixth objective relates to what people most value. To meet this objective, we require the survey to cover subjects like:

- How important being 'socially mobile' is to people
- What they value most; ie, their career, their health, their social life etc.

The seventh objective relates to having a better understanding of the extent to how perceptions and attitudes may have changed over time, and how they differ across different subsets of UK adults (ie,

genders, ethnicities, social classes and regions). To meet the first part of this objective, we will require the supplier to use specific questions from our previous surveys, particularly our <u>'Social Mobility Barometer'</u> research. We will discuss the questions we would like to be included from this research with the successful supplier. To meet the second part of this objective, we require both standard and bespoke crossbreaks (detailed below in the 'Deliverables' section).

As detailed below, the subjects covered above are not exhaustive, and we welcome the opportunity to discuss further subjects we may wish to cover in the survey with the supplier.

3. Deliverables and deadlines

Key deliverables are as follows:

Deliverable 1: Support with survey design

The first deliverable will be supporting SMC in drafting and refining the survey. This will include advice on the subjects covered in the survey, the broad structure, ensuring all questions are fair, accurate and unbiased and providing advice on how to use questions efficiently. We have a survey from previous SMC research - the <u>Social Mobility Barometer</u> - and we intend to use some of the questions from this survey for trackability and comparison over time. That said, some of the questions were specific to that time-period and are no longer relevant. We require the supplier to work with us using the existing survey as a template, providing input onto improving/refining questions to replace them. This may also include cognitive/pilot testing of questions. We anticipate the survey will be around 30 questions in length.

We anticipate this will be a short and focused deliverable, taking 1-3 months to complete.

Deliverable 2: Fieldwork and weighting

Another deliverable will be the survey fieldwork. We require the supplier to run an online survey of at least 4,000 UK Adults (aged 18 and above). Data should be weighted, at the minimum, by age, gender and region. Suppliers are also welcome to recommend other additions to the weighting criteria. We also require a set of crossbreaks, including:

- Sex
- Age
- Social grade (defined by 5-part grouping of occupational classes based on the NS-SEC).¹
 - Higher professional (ie, Chief executive office, doctor, clergy, engineer)
 - Lower professional (ie, Teacher, journalist)
 - Intermediate (ie, Clerical worker, graphic designer, IT engineer)
 - Higher working class (ie, Mechanic, train driver, traffic warden)
 - Lower working class (ie, Cleaner, porter, waiter, unemployed).
- Region
- Disability status
- Index of Multiple Deprivation Decile
- Urban or Rural area
- Housing tenure

¹ For more information about the 5-part grouping of occupational classes based on the NS-SEC, see pages 25-26 of Social Mobility Commission (2024) State of the Nation 2024: Local to National, Mapping Opportunities for All.

- Highest Qualification Level
- Number of children in household
- Household size
- Employment status
- Ethnicity (9 category)

Suppliers are also welcome to recommend additional crossbreaks.

We anticipate this deliverable will take 1-2 months to complete.

Deliverable 3: Data outputs

Suppliers will also need to provide data outputs to the SMC. This should include:

- Summary tables in Excel/Google Sheets format.
- Raw data in CSV format.
- Raw data in SPSS format.

We anticipate this deliverable will take 1 month or less to complete.

Deliverable 4: Quality assurance

The final deliverable we require for this project will be regular, ongoing quality assurance into the final outputs using this data. This will include a full report and press release at the minimum, but may also include other outputs such as infographics. These outputs will be developed by SMC, and the supplier will be required to provide quality assurance and review.

Outputs will be developed over an elongated period, with multiple rounds of internal edits, quality assurance and reviews. The supplier should therefore be prepared for 'pinch points' where more input is required. The supplier should also be prepared to offer ad-hoc support and input to SMC where required.

We anticipate this deliverable will take 6-7 months to complete.

4. Audience

All of the deliverables, including new analyses (*i.e.* not already in the public domain), cannot be shared or published until the publication of the report. Any work produced until this point will be shared in confidence with the SMC for internal use only.

We will work on this project collaboratively, with both parties offering advice and suggestions.

The successful supplier is responsible for the Deliverables 1-3. However, when it comes to Deliverable 4, the SMC is responsible for developing the final outputs, such as the press release and report, and the successful supplier is responsible for quality assurance (ie, ensuring data is presented correctly).

We may call on you to present emerging findings and analytical outputs at different stages. This may be for internal audiences, such as the SMC Secretariat and academic and policy advisors, or for external events where required.

5. Management Information

At a minimum, the successful supplier will be asked to:

- Provide regular (monthly at a minimum) progress updates by email.
- Have regular meetings with the SMC team to discuss the research and indicative findings from survey, interim tables if required.
- Be available over email to address queries about the analysis.
- Be available to present emerging findings at different stages.

The supplier will work with SMC to prioritise activities and mitigate any risks to delivery.

6. Dependencies and Liaison

Tenderers should indicate if they are reliant on any third party with any information, data or undertaking any of the work specified.

7. Costs and Budget

We expect proposals to be no more than £30,000 exclusive of VAT. All costs should be quoted exclusive of VAT but please indicate if the project will attract VAT.

A detailed breakdown of costs is expected within the proposal. The proposal should breakdown costs between specific outputs and deliverables outlined above.

8. Payment

Payments will be made by BACS transfer following receipt of a valid invoice. The successful tenderer should provide details of discounts for prompt payment.

9. VAT

Please state clearly when submitting prices whether or not VAT will be charged.

Where the contract price agreed between SMC and contractor is inclusive of any VAT, further amounts will not be paid by SMC should a VATable supply claim be made at any later stage.

Where the overall contract price is exclusive of VAT, SMC will pay any VAT incurred at the prevailing rate (currently 20%). If the VAT rate changes SMC will pay any VAT incurred at the new rate. It is the responsibility of the tenderer to check the VAT position with HMRC before submitting a bid.

INSTRUCTIONS ON TENDERING PROCEDURES

- 1. These instructions are designed to ensure that all tenders are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified.
- Bidders must submit their Bids before <u>(4pm Friday 25th October 2024)</u>. All Bids must be submitted to <u>contact@socialmobilitycommission.gov.uk</u>. Failure to return Bids by the time and due date or in the required format may disgualify Bidders from consideration.
- 3. A clarification process will operate during the ITT stage as explained below (Box 1). The objective of this process is to give Bidders the opportunity to submit questions to the Contracting Authority where they require clarification on the information provided. This is not an opportunity for Bidders to seek additional information to that already provided.

Box 1: Clarification process for ITT stage explainer

Bidders should submit clarification questions via email to <u>contact@socialmobilitycommission.gov.uk.</u> Questions received by any other method will not receive a response.

The Contracting Authority will seek to answer questions within 5 working days following the day of receipt. Bidders are urged to review the ITT documentation immediately upon receipt and identify and submit any clarification questions as soon as possible and in any event no later than <u>4pm Friday 25th October 2024</u>. Any questions received after this time may not be answered.

If the Contracting Authority considers any question or request for clarification to be of general significance, both the question and the response will be communicated, in a suitably anonymous form, to all Bidders who have expressed an interest before the closing date for the submission of the ITT.

All responses received and any communication from Bidders will be treated in confidence and provision will be made for Bidders to request clarification in confidence (this request must be clearly marked at the outset of each question stating the reasons why such a question is commercial and in confidence), but in responding to such requests the Contracting Authority will reserve the right to act in what it considers a fair manner and in the best interests of the Procurement, which may include circulating the response to all Bidders.

Bidders should note that no further information in addition to that provided in the ITT documentation will be provided about the Procurement at this time. Under no circumstances should Bidders approach the Contracting Authority, their staff or advisors seeking further information in relation to the requirements of the Procurement. Any such approaches (direct or indirect) may result in the Bidder's exclusion from further consideration in the Procurement process.

4. Please note that references to the 'Department' or "Social Mobility Commission" or "the Commission" throughout these documents mean <u>Minister for the Cabinet Office'.</u>

5. SMC is happy to accept bids from single organisations or consortia of organisations. Where a consortium/Special Purpose Vehicle (SPV) is formed to submit a tender, this must only be submitted by and in the name of the supplier chosen as the "Lead" supplier for that consortium/SPV.

Contract Period

6. The contract is to be completed by August 2025.

Incomplete Tender

7. These instructions are designed to ensure that all tenders are given equal and fair consideration. Tenders may be rejected if the information asked for in the ITT and Specification is not given at the time of tendering.

Indicative procurement timetable

8. The proposed timetable for this procurement process is as follows. This is intended as a guide and, while The Department does not intend to depart from the timetable, it reserves the right to do so at any time, including by shortening or lengthening any stage.

Tender documents issued - Friday 4th October 2024

Last day for submission of clarifications - 4pm Friday 18th October 2024

Last day for SMC to respond to clarifications - 4pm Monday 21st October 2024

Deadline for tender responses to be received - 4pm on Friday 25th October

Tender Evaluations 28th October 2024 -8th November 2024

SMC announcement of preferred bidder - w/c 11th November

Commencement - w/c 18th November 2024

Project initiation meeting - w/c 18th November 2024

Deliverable 1: Support with survey design - November 2024-January 2025

Deliverable 2: Fieldwork and weighting January 2025 - February 2025

Deliverable 3: Data outputs - February-March 2025

Deliverable 4: Quality Assurance March 2025-August 2025

Receipt of Tenders

9. Tenders will be received up to the time and date stated (4pm Friday 25th October 2024). Those received before the due date will be retained unopened until then. Any Tender received after the Closing Time, and/or submitted by any means other than through contact@socialmobilitycommission.gov.uk may be rejected by the Department. It is the responsibility of the tenderer to ensure that their tender is delivered not later than the appointed time.

Acceptance of Tenders

10. By issuing this invitation SMC is not bound in any way and does not have to accept the lowest or any tender, and reserves the right to accept a portion of any tender, unless the tenderer expressly stipulates otherwise in their tender.

Inducements

11. Offering an inducement of any kind in relation to obtaining this or any other contract with SMC will disqualify your tender from being considered and may constitute a criminal offense.

Confidentiality of Tenders

- 12. Please note the following requirements, you must not:
 - Tell anyone else what your tender price is or will be, before the time limit for delivery of tenders.
 - Try to obtain any information about anyone else's tender or proposed tender before the time limit for delivery of tenders.
 - Make any arrangements with another organisation about whether or not they should tender, or about their or your tender price.
 - Failure to comply with these conditions may disqualify your tender.

Costs and Expenses

13. You will not be entitled to claim from SMC any costs or expenses which you may incur in preparing your tender whether or not your tender is successful.

Debriefing

14. Following the award of contract, debriefing will be available to unsuccessful tenderers on request.

Evaluation Criteria

- 15. The tender process will be conducted in a manner that ensures tenders are evaluated fairly to ascertain the most economically advantageous tender.
- 16. Your response to the tender specification will be evaluated using the criteria set out in Document 4 Section 2 Evaluation Criteria.

Tender Period

17. Due to the intensive evaluation process SMC requires tenders to remain valid for a period specified in Document 5.

Basis of the Contract

18. The specification in Document 1, and the terms and conditions in Document 4 Attachment 1, together with any special requirements, will form the basis of the contract between the successful tenderer and Minister for the Cabinet Office'.

Format of Bids

19. Tenderers should present their proposals in the following format:

Section 1 Summary of Proposal

Section 2 Meeting the Specification:

- Details of proposed approach and how it meets objectives of research;
- Methodology including constraints and possible solutions;
- Project management Tenderers should indicate how they will monitor the project to ensure it is delivered in terms of quality, timeliness and cost. Tenders must include a work plan/Gantt chart that clearly shows the key activities and milestones. It should mirror the detail on the budget template;
- Staffing, including short staff profiles covering examples of key relevant experience and individual/staff expertise and qualifications. Proposed distribution of duties should be clearly stated if the bid involves sub-contracting or collaboration between different providers; and
- Outputs, including how the findings will be presented.

Section 3 Cost and Charging Arrangements

- Costs should be shown separately by deliverables set out above. For example:
 - Survey development: £ Insert amount
 - Fieldwork: £ Insert amount
 - $\circ\,$ Data outputs: £ Insert amount
 - Quality assurance for report/press release: £ Insert amount
 - Total: £ Insert amount

All costs should be quoted <u>exclusive</u> of VAT but please indicate if the project will attract VAT. If your proposal includes costs for sub-contractors these costs must be shown <u>inclusive</u> of any VAT element (e.g. sub-contractor's costs to you are £10K plus VAT, your proposal should show subcontractors costs as £12K inclusive of VAT @ 20%).

The department will also conduct its own due diligence checks in relation to bidder's financial viability and may request additional financial information to be provided as part of this process. Whilst the department will attempt to mitigate any financial risks it may, at its own discretion, reject a bid where it assesses the financial risk to be too great to proceed with the award of the contract.

Section 4 Risk Management

- Outline, in no more than one-page, the key risks to delivering the project and what contingencies will be put in place to deal with them.
- A risk is any factor that may delay, disrupt or prevent the full achievement of a project objective. All risks should be identified.
- For each risk, the one-page summary should assess its likelihood (high, medium

or low) and specify its possible impact on the project objectives (again rated high, medium or low). The assessment should also identify appropriate actions that would reduce or eliminate each risk or its impact.

• Typical areas of risk for a research project might include staffing, resource constraints, technical constraints, data access, timing, management and operational issues, but this is not an exhaustive list.

Section 5 Data Security

• Provide a plan that explains how departmental and/or personal data will be protected.

Section 6 References

Section 7 Declarations, Undertakings and Attachments (see Document 5 and Annex A Conflict of Interest)

Sections 1 - 4 should not exceed 8 sides of A4 and sections 5-6 should not exceed 2 sides of A4, for a combined **total of 10 sides**. Any bids above that will not be considered. The font size should not be smaller than 10. Embedded links will not be considered, nor will Annexes that exceed the 10-page count.

Conclusions

20. Whilst every endeavour has been made to give tenderers an accurate description of the Commission's requirement, tenderers should make their own assessment about the methods and resources needed to meet those requirements.

DOCUMENT 3

DEPARTMENTAL STANDARD REQUIREMENTS

Freedom of Information

1. SMC is committed to open government and to meeting their responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted to SMC may need to be disclosed in response to a request under the Act. If you consider that any of the information included in your tender is commercially sensitive, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may still be required to disclose it under the Act if a request is received. Please also note that the receipt of any material marked 'confidential' or equivalent by SMC should not be taken to mean that we accept any duty of confidence by virtue of that marking. If a request is received, we may also be required to disclose details of unsuccessful tenders.

Publication of Contract

2. Under the Government's Transparency requirements we are obliged to publish the contract between SMC and the successful tenderer(s) in full. The successful tenderer(s) should identify any information regarded as commercially sensitive and explain (in broad terms) what harm may result from disclosure and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may still be required to disclose it if the public interest in disclosure outweighs withholding the information. See 'The Transparency of Suppliers and Government to the Public' for more detail.

Information Sharing Across Government

- 3. 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.
- 4. For these purposes, SMC may disclose within Government any of the Contractor's documentation/information (including any that the Contractor considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Contractor to SMC during this Procurement. The information will not be disclosed outside the Government. Contractors taking part in this competition consent to these terms as part of the competition process."

Cyber Essentials Scheme

- 5. The Government has introduced its new Cyber Essentials Scheme in consultation with industry to mitigate the risk from common internet based threats.
- It is mandatory for new Central Government contracts, which feature characteristics involving the handling of personal data and ICT systems designed to store or process data at the OFFICIAL level of the <u>Government Security Classifications scheme</u> to comply with Cyber Essentials requirements.
- 7. All potential tenderers for Central Government contracts, featuring the above characteristics, should make themselves aware of <u>Cyber Essentials</u> and the requirements for the appropriate level of certification "or equivalent".
- 8. As this requirement features the above characteristics, you are required to demonstrate in

your tender response that:

- Your organisation will be able to secure **Cyber Essentials** certification prior to contract award; or
- Your organisation has equivalent evidence to support that you have appropriate technical and organisational measures to mitigate the risk from common internet based threats in respect to the following five technical areas:
 - a. Boundary firewalls and internet gateways these are devices designed to prevent unauthorised access to or from private networks, but good setup of these devices either in hardware or software form is important for them to be fully effective.
 - b. Secure configuration ensuring that systems are configured in the most secure way for the needs of the organisation
 - c. Access control Ensuring only those who should have access to systems to have access and at the appropriate level.
 - d. Malware protection ensuring that virus and malware protection is installed and is up to date
 - e. Patch management ensuring the latest supported version of applications is used and all the necessary patches supplied by the vendor have been applied.

Any equivalent evidence must be verified by a technically competent and independent third party.

- 9. The successful tenderer will be required to provide evidence of **Cyber Essentials** certification "or equivalent" (i.e. demonstrate they meet the five technical areas the Cyber Essentials Scheme covers) prior to contract award.
- 10. The successful tenderer will be required to secure and provide evidence of **Cyber Essentials** re-certification "or equivalent" (i.e. demonstrate they meet the five technical areas) on an annual basis.
- 11. Details of certification bodies are available at: <u>https://www.cyberstreetwise.com/cyberessentials</u>

Data Security Standards

- 12. For contracts which require the holding or processing of either personal data and/or OFFICIAL data the successful contractor will need to assure SMC that they can comply with the Department's security standards.
- 13. Departmental security standards are listed as contract clauses in an annex to this letter (see Document 4 List of Attachments).

Prompt Payment Policy

- 14. Government's aim is to pay 80% of all correctly submitted invoices within 5 days of receipt and we are 100% committed to paying correctly submitted invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Department.
- 15. The payment period will be deemed to have started when a correctly submitted invoice reaches the nominated address or emailed to contact@cabinetoffice.gov.uk. Contractors can assume receipt to be two days after mailing (by first class post). The thirty day "clock" therefore commences two days after mailing first class.
- 16. A correct invoice is one that is:
 - delivered in timing in accordance with the contract;
 - that is for the correct sum;
 - In respect of goods / services supplied or delivered to the required quality (or are expected to be at the required quality);
 - include the date, supplier name, contact details and bank details;
 - which quote the relevant purchase order / contract reference;
 - which has been delivered to the nominated address.

17. Any correctly submitted invoices that are not paid within 30 days will be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998.

Sub-contracting to Small and Medium Enterprises (SMEs)

- 18. SMC is committed to removing barriers to SME participation in its contracts, and would like to also actively encourage its larger suppliers to make their sub-contacts accessible to smaller companies and implement SME-friendly policies in their supply-chains. This can be achieved by advertising subcontracting opportunities on Contracts Finder and implementing the principles of the SME and Growth Agenda in your own organisation.
- 19. To help us measure the volume of business we do with SMEs, we will be asking SMC suppliers to provide us with information about the size of your own organisation and those in your supply chain. We may ask about volumes of business that will flow from this contract down your supply chains, and ask you to quantify that for us. This data will help us contribute towards Government targets on the use of SMEs. We may also publish success stories and examples of good practice on our website.

Armed Forces Covenant

- 20. The Armed Forces Covenant is a public sector pledge from Government, businesses, charities and organisations to demonstrate their support for the armed forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.
- 21. The Covenant's 2 principles are that:
 - the armed forces community should not face disadvantages when compared to other citizens in the provision of public and commercial services.
 - special consideration is appropriate in some cases, especially for those who have given most such as the injured and the bereaved.
- 22. The Department encourages all Tenderers, and their suppliers, to sign the Corporate Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.
- 23. Guidance on the various ways you can demonstrate your support through the Corporate Covenant is at <u>The Corporate Covenant</u>.
- 24. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: covenant-mailbox@mod.uk

Address: Armed Forces Covenant Team

Zone D, 6th Floor, Ministry of Defence,

Main Building, Whitehall, London, SW1A 2HB

25. Paragraphs 20-25 above are not a condition of working with SMC now or in the future, nor will this issue form any part of the tender evaluation, contract award procedure or any resulting contract. However, SMC very much hopes you will want to provide your support.

Conflicts of Interest

26. SMC may exclude an organisation if there is a conflict of interest which cannot be effectively

remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

27. Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the organisation to inform SMC, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by SMC should not represent a conflict of interest for the organisation.

Disability Confident Scheme

- 28. Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the organisation to inform SMC, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by SMC should not represent a conflict of interest for the organisation.
- 29. The Cabinet Office is a Disability Confident leader. Through the Disability Confident campaign, the government is working with employers to remove barriers, increase understanding and ensure that disabled people have the opportunities to fulfil their potential and realise their aspirations.
- 30. SMC encourages other employers to sign up to the disability confident scheme. It is open to all employers and there are three levels ranging from 'Committed' to 'Leader' with employers having to meet certain criteria to reach each level.
- 31. Employers who sign up to the disability confident scheme ensure that they can:
 - draw from the widest possible pool of talent;
 - secure and retain high quality staff who are skilled, loyal and hard working
 - save time and money on the costs of recruitment and training by reducing staff turnover;
 - keep valuable skills and experience;
 - reduce the levels and costs of sickness absences; improve employee morale and commitment by demonstrating that they treat all employees fairly.
- 32. Disability confident employers can use the disability confident branding in their communications and when advertising jobs.
- 33. Find out more about the aims of disability confident, why becoming a disability confident employer will be good for your business and how you will be supported through your journey to being a Disability Confident leader<u>here</u>.

Safeguarding Children and Vulnerable Adults

- 34. The standard Terms and Conditions include provisions to put in place safeguards to protect children and vulnerable adults from a risk of significant harm which could arise from the performance of this Contract. The potential Contractor will agree these safeguards with SMC before commencing work on the Contract.
- 35. In addition, the potential Contractor will carry out checks with the Disclosure and Barring Service (DBS checks) on all staff employed on the Contract in a Regulated Activity. The DBS check must be completed before any of the Contractor's employees work with children in Regulated Activity.

DOCUMENT 4

LIST OF ATTACHMENTS

- **1.** DRAFT TERMS AND CONDITIONS
- 2. EVALUATION CRITERIA

DECLARATIONS AND INFORMATION TO BE PROVIDED BY THE TENDERER

1 Grounds for mandatory exclusion

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offenses including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the self-declaration.

2	Grounds for mandatory exclusion		
Q. No	Question	Response	
2.1(a)	Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on this <u>web page</u> , which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the <u>webpage</u> .		
	Participation in a criminal organisation.	 Yes No If Yes please provide details at 2.1(b) 	
	Corruption.	 Yes No If Yes please provide details at 2.1(b) 	
	Fraud.	 Yes No If Yes please provide details at 2.1(b) 	
	Terrorist offences or offences linked to terrorist activities	 Yes No If Yes please provide details at 2.1(b) 	
	Money laundering or terrorist financing	 Yes No If Yes please provide details at 2.1(b) 	

	Child labour and other forms of trafficking in human beings	 Yes No If Yes please provide details at 2.1(b)
2.1(b)	If you have answered yes to question 2.1(a), please provide further details. Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.	
2.2	If you have answered Yes to any of the points above, have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning)	□ Yes □ No
2.3(a)	Regulation 57(3) Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	☐ Yes ☐ No
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	

Please Note: Social Mobility Commission reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

3	Grounds for discretionary exclusion	
Q. No	Question	Response
3.1	Regulation 57 (8)The detailed grounds for discretionary exclusion of an organisation are set out on this web page, which should be referred to before completing these questions.Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.	
3.1(a)	Breach of environmental obligations?	 Yes No If yes please provide details at 3.2
3.1 (b)	Breach of social obligations?	 Yes No If yes please provide details at 3.2
3.1 (c)	Breach of labour law obligations?	 Yes No If yes please provide details at 3.2
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	 Yes No If yes please provide details at 3.2
3.1(e)	Guilty of grave professional misconduct?	 Yes No If yes please provide details at 3.2
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	 Yes No If yes please provide details at 3.2
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	 Yes No If yes please provide details at 3.2
3.1(h)	Been involved in the preparation of the procurement procedure?	 Yes No If yes please provide details at 3.2
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	 Yes No If yes please provide details at 3.2
3.1(j)	Please answer the following statements	

3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	 Yes No If Yes please provide details at 3.2
3.1(j) - (ii)	The organisation has withheld such information.	 Yes No If Yes please provide details at 3.2
3.1(j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	 Yes No If Yes please provide details at 3.2
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	 Yes No If Yes please provide details at 3.2
3.2	If you have answered Yes to any of the above, explain what measures have been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning)	

Taking Account of Bidders' Past Performance

The Social Mobility Commission may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). The Social Mobility Commission may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the Social Mobility Commission may re-assess reliability based on past performance at key stages in the procurement process (i.e. supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

Non-payment of taxes/social security contributions

The Social Mobility Commission reserves the right to use its discretion to exclude a supplier where it can demonstrate the supplier's non-payment of taxes/social security contributions where no binding legal decision has been taken.

Please note that this section relating to tax compliance only applies where the Social Mobility Commission has indicated that the contract is over £5 million in value.

"Occasion of Tax Non-Compliance" means:

any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:

1. Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse

Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;

 The failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or

The Supplier's tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a penalty for civil fraud or evasion.

From 1 April 2013 onwards, have any of your company's tax returns submitted on or after 1 October 2012; (Please indicate your answer by marking 'X' in the relevant box).		
3.1	Given rise to a criminal conviction for tax related offences which is unspent, or to a civil penalty for fraud or evasion; Yes In the second seco	
3.2	 Been found to be incorrect as a result of: HMRC successfully challenging it under the General Anti-Abuse Rule (GAAR) or the "Halifax" abuse principle; or a tax authority in a jurisdiction in which the legal entity is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or the "Halifax" abuse principle; or the failure of an avoidance scheme which the Supplier was involved in and which was, or should have been, notified under the Disclosure of Tax Avoidance Scheme (DOTAS) or any equivalent or similar regime in a jurisdiction in which the Supplier is established. 	□ Yes □ No

If answering "Yes" to either 3.1 or 3.2 above, the Supplier may provide details of any mitigating factors that it considers relevant and that it wishes the Social Mobility Commission to take into consideration. This could include, for example:

- Corrective action undertaken by the Supplier to date;
- Planned corrective action to be taken;
- Changes in personnel or ownership since the Occasion of Non-Compliance (OONC); or
- Changes in financial, accounting, audit or management procedures since the OONC.

In order that Social Mobility Commission can consider any factors raised by the Supplier, the following information should be provided:

- A brief description of the occasion, the tax to which it applied, and the type of "non-compliance" e.g. whether HMRC or the foreign tax authority has challenged pursuant to the GAAR, the "Halifax" abuse principle etc.
- Where the OONC relates to a DOTAS, the number of the relevant scheme.
- The date of the original "non-compliance" and the date of any judgement against the Supplier, or date when the return was amended.
- The level of any penalty or criminal conviction applied.

Defining Different Types of Organisations

The Cabinet Office is keen to collect information about SMEs. We are particularly interested in discovering how many SMEs apply for our contracts through the tendering process. Completion of the table below is for departmental information purposes only and will have no effect on the evaluation process outcomes. Government is committed to changing how it does business to make sure that small companies, charities and voluntary sector organisations are included and encouraged to compete for our contracts.

A voluntary sector organisation may also be a SME if it has the same attributes.

Definition; A SME must be autonomous, an EU Company not owned or controlled by a non-EU parent, and employ less than 250 staff and have sales below €50 million. *Source* -http://ec.europa.eu/enterprise/policies/sme/files/sme_definition/sme_report_2009_en.pdf

Please complete the table below.

	Describe your Organisation		
What this bi	type of supply arrangement best describes you in relation to d.	Delete as appropriate	
1.	We are a SME by definition	□ Yes □ No	
2.	We are a Charity or Voluntary Sector Organisation (VSO)	□ Yes □ No	
3.	We are a mutual organisation	□ Yes □ No	
4.	We anticipate using a supply chain to deliver against this service.	□ Yes □ No	
5.	We estimate that that our service delivery will be i.e. 40% delivered by VSO's/SMEs	%	
6.	If none of the above applies please describe the type of organisation you are:		
7.	Please provide us with your Dun and Bradstreet Number, or a consortium, the lead bidder's number.		
	http://www.dnb.co.uk/dandb-duns-number		

The Department uses Dun and Bradstreet Numbers to manage its data around suppliers; we strongly encourage all suppliers to apply for a free Dunn's number. The link to apply is: -<u>http://www.dnb.co.uk/myduns</u> - add 'GOVERNMENT SUPPLIER' as a reason for requesting your D&B DUNS number.

Do not delay returning your tender if you do not already have a Dun and Bradstreet number, returning your tender within the deadline is more important.

Declarations

- 2. agree that the Social Mobility Commission may disclose the Contractor's information/documentation (submitted to Social Mobility Commission during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes.
- 3. declare that we have not communicated to any other party the amount or approximate amount of the tender price other than in confidence and for the express purpose of obtaining insurances or a bond in connection with this tender. The tender price has not been fixed nor adjusted in collusion with any third party, and
- 4. declare that the tender will remain valid until *(insert a date)* and that we are not entitled to claim from the Social Mobility Commission any costs or expenses incurred in preparing the tender or subsequent negotiations whether or not the tender is successful

Signed on behalf of the Tenderer

Attachment 1

Draft Terms and Conditions

Attachment 2

Evaluation Criteria

Tenders will be assessed on both quality and cost. A 80-20 split will be applied with 80% of the total score for quality and 20% for cost.

Quality

Bids will be assessed against 5 questions. A maximum score is 100.

Question	Criteria	Max possible score
1. Does the proposal describe a robust method / suitable approach?	 Demonstrates a clear understanding of the objectives and approaches outlined Creative and constructive thinking demonstrated by the proposed approach to this project in meeting the objectives The suitability of the proposed approach to deliver against requirements, and identification of any opportunities to add value to this Clear articulation of methods used to garner particular findings 	25
2. Team and organisational experience in conducting similar work	 Demonstrate experience of the team doing relevant work Evidence of experience in the challenges and considerations involved in this work How the skills and experience of the team will be used and managed to best effect (where there is a partnership please include specific about how this will be managed, add value and any experience of successful collaboration) Specifics about the methodology and quality assurance process 	25
3. Risks and mitigations and data protection	 That the risks and challenges are considered and mitigation integrated into the proposed methodology Consideration of security, confidentiality and data protection 	10
4. Presentation	 Clear articulation of plans for presenting work in clear way Evidence of ability to deliver high quality research, fieldwork and outputs Ability to present findings clearly in both writing and visual formats (e.g. PowerPoints tailored to a range of audiences - analysts, commissioners, wider secretariat) 	20
5. Project management	 Clear plan for communication and demonstration of a collaborative approach to taking the work forward, working closely with SMC as appropriate. Evidence of organisational capacity, project management and quality assurance procedures, to deliver the project in the specified timescales and quality The quality, timing and suitability of proposed outputs 	20

S	coring scale
0	Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.
1	Response meets less than half the stated requirement. It is partially relevant but generally poor and lacks relevant detail.
2	Response meets some but not all of the stated requirements. Lacks detail on how the requirement will be fulfilled in several areas.
3	The response meets the stated requirement. Answers are relevant and acceptable but may lack some detail.
4	The response fully meets the stated requirement in all areas. Answers are clear, relevant and elements of the response exceed the requirement by offering some added value.
5	The response exceeds the requirement in all areas. Answers are comprehensive, unambiguous and offer significant added value to the requirement which benefits SMC.

Quality scoring will represent 80% of the overall evaluation. A bidder who receives a score of less than 60 will not be considered. Below is an illustration of how the scoring will apply for the quality aspect.

Supplier	Quality score (for example purposes only)	Calculation	Final Quality Mark
А	60	60*0.8	48
В	55	N/A	N/A
С	80	80*0.8	64
D	75	75*0.8	60

Financial scoring

Financial scoring represents 20% of the overall evaluation. The bidder with the cheapest overall price will receive 20 marks and all other bids will be marked as a proportional variance from the top scoring bid. The formula being used for Relative Assessment for this procurement is:

Bid Score = (Lowest Price/bid price) x 20

E.g. a bid that is 10% more expensive will receive 18 marks; one that is twice the price will receive 10 marks. An illustrative example is provided below:

Supplier	Price (for example purposes only)	Calculation	Final Finance Mark
А	50k	n/a	20
В	55k	(50/55) x 20	18
С	70k	(50/70) x 20	14

D	100k	(50/100) x 20	10
---	------	---------------	----

ANNEX A: CONFLICTS OF INTEREST

For research and analysis, **conflict of interest** is defined as the presence of an interest or involvement of the contractor, subcontractor (or consortium member) which could affect the actual or perceived impartiality of the research or analysis.

A conflict of interest for this project would include the circumstance in which a contractor, sub-contractor or member of a consortia has had prior involvement with the scheme which is being evaluated, either through governance or delivery of services.

Where there may be a potential conflict of interest, it is suggested that the consortia or organisation designs working arrangements such that the findings cannot be influenced (or perceived to be influenced) by the organisation which is the owner of a potential conflict of interest. For example, consideration should be given to the different roles which organisations play in the research or analysis, and how these can be structured to ensure an impartial approach to the project is maintained.

The process by which this is managed in the procurement process is as follows:

- 1. During the bidding process, organisations may contact the Cabinet Office to discuss whether or not their proposed arrangement is likely to yield a conflict of interest. Any responses given to individual organisations or consortia will be shared with all tendering organisations (in a form which does not reveal the questioner's identity).
- 2. Contractors are asked to sign and return the Conflict of Interest Declaration Form (below) to indicate whether or not any conflict of interest may be, or be perceived to be, an issue. If this is the case, the contractor or consortium should give a full account of the actions or processes that it will use to ensure that conflict of interest is avoided. In any statement of mitigating actions, contractors are expected to outline how they propose to achieve a robust, impartial and credible approach to the research.
- 3. When tenders are scored, this declaration will be subject to a pass/fail score, according to whether, on the basis of the information in the proposal and declaration, there remains a conflict of interest which may affect the impartiality of the research.

Potential conflicts of interest may include (but are not restricted to);

- For evaluation projects, a close working, governance, or commercial involvement in the project under evaluation
- A professional or personal interest in the outcome of this research
- Current or past employment with relevant organisations
- Payment (cash or other) received or likely to be received from relevant organisations for goods or services provided (including consulting or advisory fees)
- Gifts or entertainment received from relevant organisations

- Shareholdings (excluding those within unit trusts, pension funds etc) in relevant organisations
- Close personal relationship or friendships with individuals employed by or otherwise closely associated with relevant organisations

Conflict of Interest Declaration Form

Organisations must complete either part 1 or 2. Please return this form with your ITT documentation.

A declaration of interest will not necessarily mean the individual or organisation cannot work on the project; but it is vital that any interest or conflict is declared so it can be considered openly.

Failure to declare or avoid conflict of interest at this or a later stage may result in exclusion from the procurement competition, or in Cabinet Office exercising its right to terminate any contract awarded.

Part 1

I have nothing to declare with respect to any current or potential interest or conflict in relation to this research (or any potential providers who may be subcontracted to deliver this work, their advisers or other related parties). By conflict of interest, I mean, anything which could be reasonably perceived to affect the impartiality of this research, or to indicate a professional or personal interest in the outcomes from this research.

If my situation or that of my organisation changes during the project in terms of interests or conflicts, I will notify the Cabinet Office immediately.

Signed	
Name	
Position	
OR	

Part 2

I wish to declare the following with respect to personal or professional interests related to relevant organisations (insert name(s) below):

-
- •

Where a potential conflict of interest has been declared for an individual or organisation within a consortia, please clearly outline in your tender the role which this individual or organisation will play in the proposed project and how any conflict of interest has or will be mitigated.

If my situation or that of my organisation changes during the project in terms of interests or conflicts, I will notify the Cabinet Office immediately.

Signed	
Name	
Position	