

# Request for Proposal



**Request for Proposal (RFP) on behalf of the Department for Business Energy and Industrial Strategy (BEIS)**

**Subject: Administration of the Green Deal Oversight and Registration Body (GD ORB)**

**Sourcing Reference Number PS21102**

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# Section 1 – About UK Shared Business Services

## Putting the business into shared services

UK Shared Business Services Ltd (UK SBS) brings a commercial attitude to the public sector; helping Contracting Authorities improve efficiency, generate savings and modernise. It is our vision to become the leading service provider for Contracting Authorities of shared business services in the UK public sector, continuously reducing cost and improving quality of business services for Government and the public sector.

Our broad range of expert services is shared by our Contracting Authorities. This allows our customers the freedom to focus resources on core activities; innovating and transforming their own organisations.

Core services include Procurement, Finance, Grants Admissions, Human Resources, Payroll, ISS, and Property Asset Management all underpinned by our Service Delivery and Contact Centre teams.

UK SBS is a people rather than task focused business. It's what makes us different to the traditional transactional shared services centre. What is more, being a not-for-profit organisation owned by the Department for Business, Energy & Industrial Strategy (BEIS), UK SBS' goals are aligned with the public sector and delivering best value for the UK taxpayer.

UK Shared Business Services Ltd changed its name from RCUK Shared Services Centre Ltd in March 2013.

## Our Customers

Growing from a foundation of supporting the Research Councils, 2012/13 saw Business Innovation and Skills (BIS) transition their procurement to UK SBS and Crown Commercial Services (CCS – previously Government Procurement Service) agree a Memorandum of Understanding with UK SBS to deliver two major procurement categories (construction and research) across Government.

UK SBS currently manages £700m expenditure for its Contracting Authorities. Our Contracting Authorities who have access to our services and Contracts are detailed [here](#).

## **Privacy Statement**

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

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

- We will keep your data safe and private.
- We will not sell your data to anyone.
- We will only share your data with those you give us permission to share with and only for legitimate service delivery reasons.

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

## **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 General Data Protection Regulation (GDPR).

### **YOUR DATA**

The Contracting Authority will process the following personal data:

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

#### *Purpose*

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

#### *Legal basis of processing*

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

#### *Recipients*

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

#### *Retention*

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

### **YOUR RIGHTS**

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

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

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

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

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

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

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

## **INTERNATIONAL TRANSFERS**

Your personal data will not be processed outside the European Union

## **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](mailto:casework@ico.org.uk)

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

## **CONTACT DETAILS**

The data controller for your personal data is:

The Department for Business, Energy & Industrial Strategy (BEIS)

You can contact the Data Protection Officer at:

BEIS Data Protection Officer, Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London SW1H 0ET. Email: [dataprotection@beis.gov.uk](mailto:dataprotection@beis.gov.uk).

## Section 2 – About the Contracting Authority

### **Department for Business, Energy & Industrial Strategy (BEIS)**

The Department for Business, Energy and Industrial Strategy (BEIS) was created as a result of a merger between the Department of Energy and Climate Change (DECC) and the Department for Business, Innovation and Skills (BIS), as part of the Machinery of Government (MoG) changes in July 2016.

The Department is responsible for:

- developing and delivering a comprehensive industrial strategy and leading the government's relationship with business;
- ensuring that the country has secure energy supplies that are reliable, affordable and clean;
- ensuring the UK remains at the leading edge of science, research and innovation; and
- tackling climate change.

BEIS is a ministerial department, supported by 46 agencies and public bodies.

We have around 2,500 staff working for BEIS. Our partner organisations include 9 executive agencies employing around 14,500 staff.

<http://www.beis.gov.uk>

## Section 3 – Working with the Contracting Authority.

Section 3 – Contact details		
3.1.	Contracting Authority Name and address	BEIS, 1 Victoria Street, London, SW1H 0ET
3.2.	Buyer	Joe Wightman
3.3.	Buyer contact details	professionalservices@uksbs.co.uk
3.4.	Maximum value of the Opportunity	£375,000 excluding VAT for the initial 20 months up to 30 <sup>th</sup> June 2023. Possible extensions on a +1 year +1 year basis dependent on future budgetary approval of £225,000 per year. In addition, there is a £40,000 allowance for any new supplier to start-up the service. Total potential value £865,000 excluding VAT.
3.5.	Process for the submission of clarifications and Bids	<b>All correspondence shall be submitted within the Messaging Centre of the e-sourcing tool. Guidance Notes to support the use of Delta eSourcing are available <a href="#">here</a>.</b> <b>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.</b>
Section 3 - Timescales		
3.6.	Date of posting of Contract advert to Find a Tender.	29/07/2021
3.7.	Date RFP available to Bidders on Contracts Finder	29/07/2021
3.8.	Latest date / time RFP clarification questions shall be received through Delta eSourcing messaging system	18/08/2021 11.00
3.9.	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through Delta eSourcing Portal	20/08/2021 11.00
3.10.	Closing date and time for Bidder to request RFP documents	03/09/2021 10.59
3.11.	Closing date and time for Bidder to submit their response (' <b>the deadline</b> ').	03/09/2021 11.00
3.12.	Notification of proposed Contract award to unsuccessful bidders	13/09/2021
3.13.	Anticipated Contract Award Date	24/09/2021
3.14.	Commencement of Contract	01/10/2021
3.15.	Completion of Contract	30/06/2023 (with potential end dates of 30/06/2024 and 30/06/2025 under +1 year +1 year contract arrangement.

3.16.	Bid Validity Period	90 Days
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## Section 4 – Specification and about this procurement

The Department for Business, Energy & Industrial Strategy (BEIS) is looking for a contractor to administer the Green Deal (GD) Oversight and Registration Body (GD ORB) from 1 November 2021. The GD ORB acts on behalf of the Secretary of State as the delivery arm to administer the functions of the GD, as set out in the Energy Act 2011 and Green Deal Framework (Disclosure, Acknowledgement, Redress etc) Regulations (the 'Framework Regulations'). The successful tenderer will be expected to be familiar with, and have proper regard to, the relevant GD provisions of the Energy Act 2011 and the Framework Regulations when acting in this capacity.

The Contract duration shall be for a period of 20 months. There is the potential to extend the contract for 1+1 years, subject to budgetary approval. It is likely that all of the activity areas will still be necessary in years 3 and 4. However, this could be varied depending on whether the Government reviews, and consults on, the future of the scheme.

Payments to be made monthly in arrears, upon receipt of invoice for work completed.

The GD ORB will administer the following activity areas:

- (a) Authorise GD Providers and Certification Bodies (and withdraw authorisation where appropriate) and issue licences for the GD Quality Mark, liaising with the REC as necessary. A GD Provider is responsible for providing the finance and arranging for the installation of the agreed energy efficiency improvements through a GD Installer (the terms of these arrangements are set out in a GD Plan) and the ongoing obligations in relation to the GD Plan. The GD ORB will assess companies' applications to become a domestic and/or non-domestic GD Provider and make recommendations to BEIS on whether they should be authorised. When an authorised GD Provider no longer wishes or can no longer be authorised as a GD Provider, the GD ORB will manage the withdrawal of authorisation and any implications this brings. For GD Installers and GD Assessors, this role is performed by GD Certification Bodies. The GD ORB will manage the authorisation and withdrawal of GD Certification Bodies. Authorisation processes and criteria already exist. The GD ORB will also license GD Participants to use the GD Quality Mark.
- (b) Maintain and publish the Register of GD Participants (GD Providers, GD Installers and GD Assessors) and GD Certification Bodies on the GD ORB website. The GD Participant and GD Certification Bodies Registers are a regulatory requirement showing all parties certified to operate under the GD. The GD ORB enters data on certified GD Providers and GD Certification Bodies, whilst GD Certification Bodies do this for GD Installers and GD Assessors that they certify. The members section of the GD ORB website provides functionality to do this.
- (c) Provide information on the administration of the GD scheme to industry participants via the GD ORB website (including the members area), a helpdesk service (operated by email) and engage with industry as required. This will include maintaining the key operating rules and procedures for the scheme as published on the GD ORB website currently. The GD ORB will maintain the functionality and use of the GD ORB website

to provide relevant information to GD Participants. The members area is a secure area for GD Participants and GD Certification Bodies to access key information and update the details held within the Registers.

- (d) Report on information contained in the GD Participants and GD Certification Bodies Registers and the on-going administration of the GD to BEIS. The GD ORB will ensure that the information on the Register databases is compiled and shared with the BEIS statistical team and the operator of the GD Registers (the Registers containing details of domestic and non-domestic GD Advice Reports (GDARs), GD Improvement Plans (GDIPs) and GD Plans) as requested. The GD ORB will also provide information for BEIS on the on-going operation of the GD scheme and management of the contract.
- (e) Monitor GD Participants' and GD Certification Bodies' compliance with the Framework Regulations, GD Code of Practice and GD Branding Guidelines and address breaches identified, in conjunction with BEIS. Breaches will range from minor infringements of the Branding Guidelines, to serious breaches such as mis-selling of GD Plans. The GD ORB will liaise with a number of other regulators and enforcement bodies to ensure a joined-up approach to monitoring and enforcement such as, the Financial Conduct Authority (FCA) and local Trading Standards Authorities. A variety of approaches will be used to monitor and address breaches.
- (f) Liaise as necessary with the Retail Energy Code (REC), which is a multi-party agreement that governs, among other matters, payment collection and remittance of GD charges and the operation of this by parties to the Code, including GD Providers, GD Finance Parties and electricity suppliers. This may include the occasional transfer to REC of Assets (documents) relating to the Green Deal Arrangements Agreement (GDAA) owned by BEIS in line with an Asset Transfer Agreement between BEIS and REC. (The GDAA preceded the REC, until 1 September 2021, as the agreement governing the payment collection and remittance of GD charges.) It will also include communications to facilitate the accession of new GD participants, participant withdrawals, and industry communications.

A full list of outputs is provided in section 5.

The current contract comes to an end on 31 October 2021 and this tender process is planned to lead to a contract award by the end of September 2021, which allows the whole month of October for any transition or implementation of a new supplier. The successful tenderer will need to ensure a full operable service by 1 November 2021, ensuring a smooth transition of service for GD Participants and GD Certification Bodies. The contract from 01/10/2021 to 31/10/2021 is for implementation and transition only before commencing operational services on 01/11/2021.

The new GD ORB is expected to be administered for at least twenty months. The contract will allow for extensions of the service for third and fourth years, or termination after the initial two-year period. This is to allow for a range of possibilities that could occur regarding the future of the GD scheme (see Background, below). In due course, scheme changes could necessitate changes to the GD ORB specification. Currently, it is envisaged that activity areas detailed above will be required for at least the initial twenty month contract period.

However, the contract will also include a clause giving BEIS the right to cancel the contract within 60 days' notice to allow for the possibility of earlier scheme changes.

## 1. Background

The Green Deal enables consumers to take out loans to pay for energy efficiency improvements in their homes, with repayments made through their energy bill on a "Pay As You Save" (PAYS) basis: after the improvement has been made their energy bills should reduce and the bill savings should cover repayments.

The scheme was introduced in 2013. Uptake was below expectations and in July 2015 the Government announced there would be no further public investment in the scheme. The Framework to support the scheme, however, remains in place to service existing Green Deal Plans and for any private finance providers wishing to enter the market.

There continues to be a small number of new Green Deal Plans for some time, although the current level of new Plans is very low. In total there are around 10,600 live Green Deal Plans, with repayments being collected through energy bills.

Despite the scheme not having achieved its original aims, there has been interest from various parties in the development of the scheme, or in the "Pay As You Save" (PAYS) mechanism at the heart of the scheme, and there continues to be discussion about whether and how it could play a part in future financing of energy efficiency improvements.

In 2017 the Government issued a [Call for Evidence](#) on reform of the scheme and in 2018 published a [summary of responses](#). Respondents were generally positive about the potential for the Green Deal to play a role in the delivery of energy efficiency in future, but with improvements to the scheme. The Government has not taken this work further at this stage but will re-look at the scheme in due course and will consult before making any significant changes.

## 2. Methodology

We expect the successful tenderer to largely follow the current methodology for administering the GD ORB, which is set out below. Tenderers are, however, free to set out and justify the use of alternative methodologies.

### Activity 1:

Activity 1: Authorise GD Providers and GD Certification Bodies (and withdraw authorisation where appropriate) and issue licences for the GD Quality Mark, liaising with the REC as necessary. The GD ORB will recommend on companies' eligibility to be certified as a GD provider (domestic and non-domestic) upon receipt of an application by following the [approach to certify GD Providers](#) set out on the GD ORB website. The GD ORB will recommend on companies' eligibility to be a GD Certification Body, in line with the GD Framework Regulations.

Activity 2: Maintain and publish the [Register of GD Participants](#) (GD Providers, GD Installers and GD Assessors) and [Register of GD Certification Bodies](#) on the GD ORB website. The GD ORB will ensure that the Registers are updated following the authorisation or withdrawal of a GD Provider or GD Certification Body, and ensure the accuracy of the GD Installer and GD Assessor information entered onto the Registers by maintaining manuals for users to

follow published on the Members Area of the GD ORB website and conducting appropriate analysis.

Activity 3: Provide information on the administration of the GD scheme to industry participants via the GD ORB website (including the members area), a helpdesk service (operated by email) and engage with industry as required. The GD ORB will maintain the key operating rules and procedures for the scheme as currently published on the GD ORB website in consultation with BEIS. The GD ORB will maintain the functionality and use of the GD ORB website (including members area) to provide relevant information to GD Participants.

Activity 4: Report on information contained in the GD Participants and GD Certification Bodies Registers and the on-going administration of the GD to BEIS. The GD ORB will report data to the operator of the GD Register (currently Northgate Public Services) and updates to participants and BEIS. As a minimum, data on Advisor numbers will be reported to the BEIS statistical team monthly.

The GD ORB will send information to the operator of the GD Registers on the following as requested (at least weekly):

- Publicly available assessor data
- Publicly available installer data
- Data on Participants and Certification Bodies removed from the Register

On a monthly basis the GD ORB will provide a detailed report to BEIS on the activities and performance of the GD ORB over the previous month and the spend incurred against the overall budget. A monthly performance meeting will be held to review the report.

Activity 5: Monitor GD Participants' and GD Certification Bodies' compliance with the Framework Regulations, GD Code of Practice and GD Branding Guidelines and address breaches identified. The ORB will use a systematic and risk-based approach based on market understanding and experience to monitor and address the full range of possible breaches, working in conjunction with BEIS, other regulators and enforcement bodies (including the Financial Conduct Authority and local Trading Standards authorities, and with reference as appropriate to the [GD ORB Monitoring Strategy](#), which sets out the standard approach used to monitor compliance with the GD Code of Practice, Branding Guidelines and Framework Regulations.

Activity 6: Liaison with the [Retail Energy Code](#) (REC). This is a new activity under this contract as the REC is being introduced on 1 September 2021 (and the GDAA will no longer operate from this date). The ORB will need clear lines of communication with the REC and to agree methodology, for instance to facilitate the accession of new GD participants.

#### 4. Outputs Required

The key output is the set up (and if applicable transition from the current contractor) of the GD ORB by 1 November 2021 and the ongoing operation of the GD ORB throughout the contract period.

BEIS own the IPR (which includes all the text and documents published on the GD ORB

website) and the ORB website address: <https://gdorb.beis.gov.uk/>.

To set up the service, the successful tenderer (if different from the current contractor) will need to, as a minimum:

- Transition the maintenance and administration of the GD ORB website and the private members area for GD Participants and GD Certification Bodies of the website from the current service provider (Gemserv).
- Migrate the GD Participants Register and Certification Bodies Register (databases).
- Migrate all the documentation and knowledge held by the current service provider and get up to speed with key issues quickly.
- Set up a helpdesk for administering the scheme with appropriate signposting.
- Form and train the delivery team.
- Develop robust and timely processes and systems to administer the scheme building on what is currently in operation.
- Establish network links with all key parties to the GD to enable information to be shared with other authorised bodies.
- Communicate externally to advise of the service delivery handover.

As a minimum, ongoing outputs are set out below. Tenderers should follow the methodology set out in Section 2, on pages 10 to 12 when considering the pricing for each task. Where tasks are assumed to be variable dependent upon market demand we have indicated below.

- Ensure effective liaison with the REC as necessary for ORB functions.
- Administer the day-to-day ORB functions necessary for operating the GD scheme.
- Assess companies' requests to act or withdraw from acting as GD Providers and GD Certification Bodies and prepare recommendations for BEIS (Variable – estimated current rate of 1 request and 2 withdrawals/month).
- Issue licences for the use of the GD Quality Mark (Variable).
- Maintain the GD Participants and GD Certification Bodies Registers and ensure its accuracy.
- Manage stakeholder engagements (Variable).
- Administer the email inbox helpdesk (Variable – estimated 100 emails received per month).
- Compile statistical information on GD Participants and GD Certification Bodies for BEIS and the operator of the GD Registers.
- Monitor GD Provider and GD Certification Body compliance with the GD Framework Regulations, GD Code of Practice and use of the GD Quality Mark, taking appropriate

action as needed (Variable – assumed < 1 major, and up to 10 moderate cases per month identified following monitoring activities).

- Maintain effective working relationships with key organisations for the delivery of the GD.
- Manage performance against the contract and report to BEIS monthly and keep in touch more frequently as appropriate.
- Occasional design improvements to operational processes – generating efficiency in the operation of the GD (to improve the customer journey and make systems more efficient against an agreed plan of work).

#### 5. Ownership and Publication

BEIS will own all the Intellectual Property Rights (IPR) pursuant to the Department's standard terms and conditions.

The successful tenderer will need to ensure that all appropriate statutory requirements are adhered to regarding the safe storage and transfer of personal data.

#### 6. Quality Assurance

##### Service Level Agreements

Service Level Agreements (SLAs) may be set and agreed with the GD ORB to set out the working arrangements of the contract. For each activity, SLAs will be split into high and minimum performance levels.

In the event that the successful tenderer fails to meet any of the SLAs that are put in place they should conduct a review which should include analysis of the cause of the failure and a plan for improving performance to above this threshold. This should be discussed with BEIS at review meetings, or separately as specified by BEIS. Any revision to the SLAs will remain at the discretion of BEIS.

##### Quality Control

The successful tenderer will be required to put in place an internal quality monitoring process which is managed and implemented on a regular basis. We would expect the assurance of quality to be undertaken through a basket of activities. For example:

- A number of objective and consistent assessment measures that can be combined to give a broader view of the efficiency and success of the service;
- Regular and long-term measurement through establishing benchmarks and trends;
- Quality is monitored through all of the different access points and routes through the service; and
- We will expect the successful tenderer to engage in a continuous improvement process, as part of its ongoing efforts to improve service delivery. Change requests will be formulated, discussed and approved by BEIS before new activity is undertaken.

The GD ORB will liaise as needed with other relevant bodies such as, the, Financial Conduct

Authority, United Kingdom Accreditation Service, the GD Ombudsman and Investigation Service, the Financial Ombudsman Service, and the operator of the GD Registers to ensure efficiencies and best practice are adopted and lessons learned by sharing information.

#### Performance Reporting

The successful tenderer will hold monthly performance meetings with BEIS on levels of performance, standards and quality of service.

The GD ORB will report data to BEIS on activity and costs. As part of this the GD ORB will be required to provide BEIS with a regular performance management reports (the type and detail to be determined).

BEIS will regularly review activity levels against costs and seek efficiencies where appropriate. This might require the service provider to produce a short business plan for the year ahead to be approved by BEIS

#### 7. Working Arrangements.

The successful contractor will be expected to identify one named point of contact through whom all enquiries can be filtered. A BEIS project manager will be assigned to the project and will be the central point of contact.

The successful tenderer will need to develop good working relationships and establish robust and timely processes and systems with key organisations described in section 7 above, such as the GD Ombudsman and Investigation Service, the operator of the GD Registers etc. to ensure efficiencies and best practice are adopted and lessons learnt by sharing information. To ensure a clear distinction of responsibilities between these parties the successful tenderer may need to develop Memoranda of Understanding (MoU).

The scope of the GD is Great Britain, but there is no restriction on the location of the service. There may be requirements to travel to meetings.

We expect the service provider to operate during normal business hours (9am – 5pm) and on all normal working days (Monday – Friday) as a minimum. The service provider should ensure that data transfers and database operations are available 24 hours per day, 365 days per year (subject to necessary closures for maintenance). If the supplier has to interrupt service, such interruptions should be kept to a minimum and the service provider should provide at least 3 working days notice of closures to participants and make clear how long these will be for. If alternative cover is available, this should also be included in any notification.

BEIS will require regular monthly meetings on levels of performance, standards and quality of service. The meetings should be held in person or by video conferencing or phone. The successful tenderer will be expected to submit a monthly report to BEIS ahead of these meetings summarising performance in the previous month. The content and format of the report will be agreed with BEIS but should as a minimum clearly identify activities and costs incurred in the previous month. We may also require weekly discussions (by phone) or email updates to help identify any issues.

BEIS reserves the right to conduct a review of outputs during the set up stages. The

successful tenderer must cooperate with this review and build in time for their own review.

The successful tenderer will attend meetings (as requested, but at least annually) to discuss quality and efficiency of outputs.

#### 8. Consortium Bids

In the case of a consortium tender, only one submission covering all of the partners is required but consortia are advised to make clear the proposed role that each partner will play in performing the contract as per the requirements of the technical specification. We expect the bidder to indicate who in the consortium will be the lead contact for this project, and the organisation and governance associated with the consortia.

Contractors must provide details as to how they will manage any sub-contractors and what percentage of the tendered activity (in terms of monetary value) will be sub-contracted.

If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided in the Annex. However, please note the Department reserves the right to require a successful consortium to form a single legal entity in accordance with Regulation 28 of the Public Contracts Regulations 2006.

The Department recognises that arrangements in relation to consortia may (within limits) be subject to future change. Potential Providers should therefore respond in the light of the arrangements as currently envisaged. Potential Providers are reminded that any future proposed change in relation to consortia must be notified to the Department so that it can make a further assessment by applying the selection criteria to the new information provided.

#### **Terms and Conditions**

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



## Section 5 – Evaluation model

### 5.1. Introduction

- 5.1.1. The evaluation process will be conducted to ensure that Bids are evaluated fairly to ascertain the bidders who can demonstrate the required skills qualities, technical ability and capacity, commercial stability and experience to ensure successful performance of the Contract.
- 5.1.2. The evaluation team may comprise staff from UK SBS and the Contracting Authority, and any specific external stakeholders the Contracting Authority deem required

### 5.2. Evaluation of Bids

- 5.2.1. Evaluation of Bids shall be based on a Selection questionnaire and Award criteria as clearly defined in the e-sourcing tool.

### 5.3. SELECTION questionnaire

- 5.3.1. The Selection questionnaire shall be marked against the following Selection pass / fail and scoring criteria.
- 5.3.2. The selection questionnaire shall be marked against the following Mandatory or discretionary pass / fail criteria.

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

Section 3	3.1(i)	Prior performance of contract
Section 3	3.1(j)(i)	Serious Misrepresentation
Section 3	3.1(j)(ii)	Withholding information
Section 3	3.1(j)(iii)	Unable to provide supporting documentation for ESPD
Section 3	3.1(j)(iv)	Influenced the decision-making process
<b>Part 3: Selection Questions</b>		
Section 4	4.1	Audited accounts
Section 4	4.2	Minimum financial threshold
Section 5	5.1	Wider group
Section 5	5.2	Parent Company Guarantee
Section 5	5.3	Other Guarantee
Section 6	6.1	Relevant experience and contract examples
Section 7	7.1	Compliance under Modern Slavery Act 2015
Section 8	8.1(a)	Insurance
Section 9	SEL5.5	Health and Safety Policy
Section 9	SEL5.6	Enforcement/remedial orders in relation to the Health and Safety Executive
Section 9	SEL5.7	Breaching environmental legislation
Section 9	SEL5.8	Checking sub-contractors for infringement of environmental legislation
Section 9	SEL5.9	Unlawful discrimination
Section 9	SEL5.10	Checking sub-contractors for unlawful discrimination
Section 9	SEL 2.10	Cyber essentials
Section 9	SEL2.12	General Data Protection Regulation (GDPR) Act and Data Protection Act 2018
Section 9	FOI1.1	Freedom of information
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.	

- 5.3.3. Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.
- 5.3.4. The evaluation model below shall be used for this RFP which will be determined to two decimal places.
- 5.3.5. Questions marked 'for information only' do not contribute to the scoring model.
- 5.3.6. During the evaluation stage, the intention is that only Bidders who achieve a Pass of all the Mandatory and Discretionary requirements of the RFP will be considered for award stage evaluation.

#### **5.4. AWARD questionnaire**

- 5.4.1. The award questionnaire shall be marked against the following Mandatory or discretionary pass / fail criteria. Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.

Award Pass/fail criteria		
Questionnaire	Q No.	Question subject
Commercial	AW1.1	Form of Bid
Commercial	AW1.2	Bid validity period
Commercial	AW1.3	Certificate of bona fide Bid
Commercial	AW4.1	Compliance to the Contract Terms
Commercial	AW4.2	Changes to the Contract Terms
Price	AW5.1	Firm and fixed price
Price	AW5.3	Maximum Budget
Quality	AW6.1	Compliance to the Specification
Quality	AW6.2	Variable Bids
-	-	Request for Proposal response – received on time within the e-sourcing tool
In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.		

- 5.4.2. The Award stage of due process shall be marked against the following Award scoring criteria.
- 5.4.3. The evaluation model below shall be used for this RFP which will be determined to two decimal places.
- 5.4.4. Questions marked ‘for information only’ do not contribute to the scoring model.

Award Scoring criteria			
<b>Evaluation Justification Statement</b> In consideration of this particular requirement the Contracting Authority has decided to evaluate Potential Providers by adopting the weightings/scoring mechanism detailed within this RFP. The Contracting Authority considers these weightings to be in line with existing best practice for a requirement of this type.			
Questionnaire	Q No.	Question subject	Maximum Marks
Price	AW5.2	Price	25%
Quality	PROJ1.1	Methodology and understanding the Requirement	40%
Quality	PROJ1.2	Skills and Expertise	25%
Quality	PROJ1.3	Risks	10%

#### Award Evaluation of criteria

### Non-Price elements

Each question will be evaluated on a score from 0 to 100, which shall be subjected to a multiplier to reflect the percentage of the evaluation criteria allocated to that question.

Where an evaluation criterion is worth 20% then the 0-100 score achieved will be multiplied by 20%.

Example if a Bidder scores 60 from the available 100 points this will equate to 12% by using the following calculation:

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

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 selection question requirements with deficiencies apparent. Some useful evidence provided but response falls well short of expectations. Low probability of being a capable supplier.
60	Response is acceptable but remains basic and could have been expanded upon. Response is sufficient but does not inspire.
80	Good response which describes their capabilities in detail which provides high levels of assurance consistent with a quality provider. The response includes a full description of techniques and measurements currently employed.
100	Response is exceptional and clearly demonstrates they are capable of meeting the requirement. No significant weaknesses noted. The response is compelling in its description of techniques and measurements currently employed, providing full assurance consistent with a quality provider.

All questions will be scored based on the above mechanism. Please be aware that there may be multiple evaluators. If so, their individual scores will be averaged (mean) to determine your final score as follows:

#### Example

Evaluator 1 scored your bid as 60

Evaluator 2 scored your bid as 40

Evaluator 3 scored your bid as 80

Evaluator 4 scored your bid as 60

Your final score will  $(60+40+80+60) \div 4 = 60$

**Price elements** will be evaluated on the following criteria.

The lowest price for a response which meets the pass criteria shall score 100.

All other bids shall be scored on a pro rata basis in relation to the lowest price. The score is then subject to a multiplier to reflect the percentage value of the price criterion.

For example - Bid 1 £100,000 scores 100.  
 Bid 2 £120,000 differential of £20,000 or 20% remove 20% from price scores 80  
 Bid 3 £150,000 differential £50,000 remove 50% from price scores 50.  
 Bid 4 £175,000 differential £75,000 remove 75% from price scores 25.  
 Bid 5 £200,000 differential £100,000 remove 100% from price scores 0.  
 Bid 6 £300,000 differential £200,000 remove 100% from price scores 0.  
 Where the scoring criterion is worth 50% then the 0-100 score achieved will be multiplied by 50

In the example if a supplier scores 80 from the available 100 points this will equate to 40% by using the following calculation: Score/Total Points multiplied by 50 (80/100 x 50 = 40)

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

## 5.5. Evaluation process

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

Stage	Summary of activity
Receipt and Opening	<ul style="list-style-type: none"> <li>RFP logged upon opening in alignment with UK SBS's procurement procedures.</li> <li>Any RFP Bid received after the closing date will be rejected unless circumstances attributed to the Contracting Authority or the e-sourcing tool beyond the bidder control are responsible for late submission.</li> </ul>
Compliance check	<ul style="list-style-type: none"> <li>Check all Mandatory requirements are acceptable to the Contracting Authority.</li> <li>Unacceptable Bids maybe subject to clarification by the Contracting Authority or rejection of the Bid.</li> </ul>
Scoring of the Bid	<ul style="list-style-type: none"> <li>Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the Selection criteria.</li> </ul>
Clarifications	<ul style="list-style-type: none"> <li>The Evaluation team may require written clarification to Bids</li> </ul>
Re - scoring of the Bid and Clarifications	<ul style="list-style-type: none"> <li>Following Clarification responses, the Evaluation team reserve the right to independently re-score the Bid and Clarifications and provide a commentary of their re-scoring justification against the Selection criteria.</li> </ul>
Validation of unsuccessful Bidders	<ul style="list-style-type: none"> <li>To confirm contents of the letters to provide details of scoring and relative feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.</li> </ul>

## Section 6 – Selection and award questionnaires

### Section 6 – Selection questionnaire

#### 6.1. Introduction

The Selection questionnaires are located in the within the e-sourcing tool.

Guidance on **how to register and use the e-sourcing portal** are is available at <http://www.uksbs.co.uk/services/procure/Pages/supplier.aspx>

**PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY**

## Section 6 – Award questionnaire

- 6.2. The Award questionnaires are located within the e-sourcing tool.
- 6.3. Guidance on completion of the questions is available at <http://www.uksbs.co.uk/services/procure/Pages/supplier.aspx>

**PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY**

## Section 7 – General information

### 7.1. Introduction

- 7.1.1 the Contracting Authority wishes to establish a Contract for the provision of the Administration of the Green Deal and Oversight Body (GD ORB). The Contracting Authority is managing this procurement process in accordance with the Public Contracts Regulations 2015 (as may be amended from time to time) (the “Regulations”). This is a services Contract being procured under the Find a Tender Restricted Procedure.
- 7.1.2 The Contracting Authority is procuring the Contract for its exclusive use in the [Find a Tender](#) or [Contracts Finder](#) Notice supported if relevant by the statement on the UK SBS website currently located [here](#).
- 7.1.3 UK SBS and the Contracting Authority logo, trademarks and other identifying marks are proprietary and may not be incorporated in the Companies response without the Contracting Authority’s written permission.
- 7.1.4 The Bidder shall indemnify and keep indemnified UK SBS and the Contracting Authority against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Bidder of this document.
- 7.1.5 If there is any doubt with regard to the ambiguity of any question or content contained in this questionnaire then PLEASE ASK a clarification question, but please ensure that your question is via the formal clarification process in writing to the UK SBS representative nominated. No approach of any kind in connection with this opportunity should be made to any other person within, or associated with UK SBS or the Contracting Authority. All information secured outside of this named contact shall have no legal standing or worth and should not be relied upon.
- 7.1.6 It remains the responsibility of the Bidder to keep UK SBS and the Contracting Authority informed of any matter that may affect continued qualification
- 7.1.7 Prior to commencing formal evaluation, Submitted Responses will be checked to ensure they are fully compliant with the Pass / Fail criteria within the Evaluation model. Non-compliant Submitted Responses may be rejected by the Contracting Authority. Submitted Responses which are deemed by the Contracting Authority to be fully compliant will proceed to evaluation. These will be evaluated using the criteria and scores detailed in the matrix set out in [Section 5](#).
- 7.1.8 Whilst it is the Contracting Authority’s intention to purchase the majority of its services under this Contract Arrangement from the Supplier(s) appointed this does not confer any exclusivity on the appointed Suppliers. the Contracting Authority and any relevant Other Public Bodies reserve the right to purchase any services (including those similar to the services covered by this procurement) from any Supplier outside of this Contract..
- 7.1.9 The Contracting Authority reserves the right not to conclude a Contract as a result of the current procurement process. Bidders should review the contents of Section 7 paragraph 7.8.1 when considering submitting their Response.



7.1.10 The services covered by this procurement exercise have NOT]been sub-divided into Lots.

7.1.11 The Contracting Authority shall utilise the Delta eSourcing Procurement Tool available at <https://uksbs.delta-esourcing.com> to conduct this procurement. There will be no electronic auction following the conclusion of the evaluation of the Request for Quotation (RFQ) responses. Bidders will be specifically advised where attachments are permissible to support a question response within the e-sourcing tool. All enquiries with respect problems or functionality within the tool may be submitted to Delta eSourcing on 0845 270 7050

7.1.12 Please utilise the messaging system within the e-sourcing tool located at <https://uksbs.delta-esourcing.com/> within the timescales detailed in [Section 3](#). if you have any doubt as to what is required or will have difficulty in providing the information requested. Bidders should note that any requests for clarifications may not be considered by the Contracting Authority if they are not articulated by the Bidder within the discussion forum within the e-sourcing tool.

7.1.13 Bidders should read this document, Stage One: Overview Section. messages and the evaluation questionnaires carefully before completing the Response submission. Failure to comply with any of these instructions for completion and submission of the Submitted Response may result in the rejection of the Response. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the services and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFQ process automatically signals that the Bidder accepts these Conditions.

7.1.14 All material issued in connection with this RFQ shall remain the property of the Contracting Authority and/or as applicable relevant OPB and shall be used only for the purpose of this procurement. All Due Diligence Information shall be either returned to the Contracting Authority or securely destroyed by the Bidder (at the Contracting Authority's option) at the conclusion of the procurement

7.1.15 The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and the Conditions of Response.

7.1.16 The Bidder shall not make contact with any other employee, agent or consultant of UK SBS or the Contracting Authority or any relevant OPB or Customer who are in any way connected with this procurement during the period of this procurement, unless instructed otherwise by the Contracting Authority.

7.1.17 The Contracting Authority shall not be committed to any course of action as a result of:

- 7.1.17.1 issuing this RFQ or any invitation to participate in this procurement;
- 7.1.17.2 an invitation to submit any Response in respect of this procurement;
- 7.1.17.3 communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement; or
- 7.1.17.4 any other communication between UK SBS, the Contracting Authority and/or any relevant OPB (whether directly or by its agents or representatives) and any other party.

7.1.18 Bidders shall accept and acknowledge that by issuing this RFQ the Contracting Authority shall not be bound to accept any Response and reserves the right not to conclude a Contract for some or all of the services for which Responses are invited.

- 7.1.19 The Contracting Authority reserves the right to amend, add to or withdraw all or any part of this RFQ at any time during the procurement.
- 7.1.20 Bidders should not include in the Response any extraneous information which has not been specifically requested in the RFQ including, for example, any sales literature, standard terms of trading etc. Any such information not requested but provided by the Bidder shall not be considered by the Contracting Authority.
- 7.1.21 If the Bidder is a consortium, the following information must be provided: full details of the consortium; and the information sought in this RFQ in respect of each of the consortium's constituent members as part of a single composite response. Potential Providers should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium as indicated in the relevant section of the selection questionnaire SEL1.9 specifically refers. If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided as indicated in the relevant section of the RFQ. However, please note the Contracting Authority reserves the right to require a successful consortium to form a single legal entity in accordance with regulation 19(6) of the Regulations. The Contracting Authority recognises that arrangements in relation to consortia may (within limits) be subject to future change. Potential Providers should therefore respond in the light of the arrangements as currently envisaged. Potential Providers are reminded that any future proposed change in relation to consortia must be notified to the Contracting Authority so that it can make a further assessment by applying the selection criteria to the new information provided and consider rejection of the Response if the Contracting Authority reasonably consider the change to have a material impact of the delivery of the viability of the Response.

## **7.2. Bidder conference**

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

## **7.3. Confidentiality**

- 7.3.1 Subject to the exceptions referred to in paragraph 7.3.2, the contents of this RFQ are being made available by the Contracting Authority on condition that:
- 7.3.1.1 Bidders shall at all times treat the contents of the RFQ and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
  - 7.3.1.2 Bidders shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;
  - 7.3.1.3 Bidders shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Response; and
  - 7.3.1.4 Bidders shall not undertake any publicity activity within any section of the media in relation to this procurement
- 7.3.2 Bidders may disclose, distribute or pass any of the Information to the Bidder's advisers, sub-contractors or to another person provided that either:
- 7.3.2.1 This is done for the sole purpose of enabling a Response to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Bidder; or

- 7.3.2.2 The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract arising from it; or
  - 7.3.2.3 The Bidder is legally required to make such a disclosure
- 7.3.3 In paragraphs 7.3.1 and 7.3.2 above the term 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.
- 7.3.4 UK SBS or the Contracting Authority may disclose detailed information relating to Responses to its employees, agents or advisers and UK SBS or the Contracting Authority may make any of the Contract documents available for private inspection by its officers, employees, agents or advisers. UK SBS and the Contracting Authority also reserves the right to disseminate information that is materially relevant to the procurement to all Bidders, even if the information has only been requested by one Bidder, subject to the duty to protect each Bidder's commercial confidentiality in relation to its Response (unless there is a requirement for disclosure as explained in paragraphs 7.4.1 to 7.4.3 below).
- 7.3.5 All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.
- For these purposes, UK SBS or the Contracting Authority may disclose within Government any of the Bidders documentation/information (including any that the Bidder considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Bidder to the Contracting Authority during this Procurement. Subject to section 7.4 below, the information will not be disclosed outside Government. Bidders taking part in this RFQ consent to these terms as part of the competition process.
- 7.3.6 The Government introduced its new Government Security Classifications ("GSC") classification scheme to replace the current Government Protective Marking System ("GPMS"). A key aspect of this is the reduction in the number of security classifications used. All Bidders are encouraged to make themselves aware of the changes and identify any potential impacts in their Bid, as the protective marking and applicable protection of any material passed to, or generated by, you during the procurement process or pursuant to any Contract awarded to you as a result of this tender process will be subject to the new GSC from 2nd April 2014. The link below to the Gov.uk website provides information on the new GSC:  
<https://www.gov.uk/government/publications/government-security-classifications>
- 7.3.7 The Contracting Authority reserves the right to amend any security related term or condition of the draft contract accompanying this RFQ to reflect any changes introduced by the GSC. In particular where this RFQ is accompanied by any instructions on safeguarding classified information (e.g. a Security Aspects Letter) as a result of any changes stemming from the new GSC, whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies or otherwise. This may relate to the instructions on safeguarding classified information (e.g. a Security Aspects Letter) as they apply to the procurement as they apply to the procurement process and/or any contracts awarded to you as a result of the procurement process.

## USEFUL INFORMATION LINKS

- [Contracts Finder](#)
- [Tenders Electronic Daily](#)
- [Equalities Act introduction](#)
- [Bribery Act introduction](#)
- [Freedom of information Act](#)

### 7.4 Freedom of information

- 7.4.1 In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA') and the Environmental Information Regulations 2004 (the 'EIR') (each as amended from time to time), UK SBS or the Contracting Authority may be required to disclose information submitted by the Bidder to the to the Contracting Authority.
- 7.4.2 In respect of any information submitted by a Bidder that it considers to be commercially sensitive the Bidder should complete the Freedom of Information declaration question defined in the Question FOI1.2.
- 7.4.3 Where a Bidder identifies information as commercially sensitive, the Contracting Authority will endeavour to maintain confidentiality. Bidders should note, however, that, even where information is identified as commercially sensitive, the Contracting Authority may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, the Contracting Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Contracting Authority cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.
- 7.4.4 Where a Bidder receives a request for information under the FoIA or the EIR during the procurement, this should be immediately passed on to UK SBS or the Contracting Authority and the Bidder should not attempt to answer the request without first consulting with the Contracting Authority.
- 7.4.5 Bidders are reminded that the Government's transparency agenda requires that sourcing documents, including RFQ templates such as this, are published on a designated, publicly searchable web site, and, that the same applies to other sourcing documents issued by UK SBS or the Contracting Authority, and any contract entered into by the Contracting Authority with its preferred supplier once the procurement is complete. By submitting a response to this RFQ Bidders are agreeing that their participation and contents of their Response may be made public.

### 7.5. Response Validity

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

### 7.6. Timescales

- 7.6.1 [Section 3](#) of the RFQ 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.

## **7.7. The Contracting Authority's Contact Details**

- 7.7.1 Unless stated otherwise in these Instructions or in writing from UK SBS or the Contracting Authority, all communications from Bidders (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement must be directed through the e-sourcing tool to the designated UK SBS contact.

### **7.7.2**

All enquiries with respect to access to the e-sourcing tool may be submitted to Delta eSourcing on 0845 270 7050 please note this is a free self-registration website and this can be done by completing the online questionnaire at <https://uksbs.delta-esourcing.com/>

- 7.7.3 Bidders should be mindful that the designated Contact should not under any circumstances be sent a copy of their Response outside of the e-sourcing tool. Failure to follow this requirement will result in disqualification of the Response.

## **7.8. Preparation of a Response**

- 7.8.1 Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Responses. Bidders are solely responsible for all costs, expenses and other liabilities arising in connection with the preparation and submission of their Response and all other stages of the selection and evaluation process. Under no circumstances will, the Contracting Authority, or any of their advisers, be liable for any such costs, expenses or liabilities borne by Bidders or their sub-contractors, suppliers or advisers in this process.

- 7.8.2 Bidders are required to complete and provide all information required by the Contracting Authority in accordance with the Conditions of Response and the Request for Quotation. Failure to comply with the Conditions and the Request for Quotation may lead the Contracting Authority to reject a Response.

- 7.8.3 The Contracting Authority relies on Bidders' own analysis and review of information provided. Consequently, Bidders are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Responses and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement.

- 7.8.4 Bidders must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding their Responses, without reliance upon any opinion or other information provided by UK SBS or the Contracting Authority or their advisers and representatives. Bidders should notify the Contracting authority promptly of any perceived ambiguity, inconsistency or omission in this RFQ, any of its associated documents and/or any other information issued to them during the procurement.

- 7.8.5 Bidders must ensure that each response to a question is within any specified word count. Any responses with words in excess of the word count will only be considered

up to the point where they meet the word count, any additional words beyond the volume defined in the word count will not be considered by the evaluation panel.

- 7.8.6 Bidders must ensure that each response to a question is not cross referenced to a response to another question. In the event of a Bidder adding a cross reference it will not be considered in evaluation.

## **7.9. Submission of Responses**

- 7.9.1 The Response must be submitted as instructed in this document through the e-sourcing tool. Failure to follow the instruction within each Section of this document, to omit responses to any of the questions or to present your response in alignment with any guidance notes provided may render the Response non-compliant and it may be rejected.
- 7.9.2 The Contracting Authority may at its own absolute discretion extend the closing date and the time for receipt of Responses specified [Section 3](#).
- 7.9.3 Any extension to the RFQ response period will apply to all Bidders.
- 7.9.4 Any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided. Failure to adhere to this requirement will result in the Response not being considered.
- 7.9.5 The Contracting Authority does not accept responsibility for the premature opening or mishandling of Responses that are not submitted in accordance with the instructions of this document.
- 7.9.6 The Response and any documents accompanying it must be in the English language
- 7.9.7 Bidders must submit their response through the e-sourcing tool, unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority. Responses received by any other method than requested will not be considered for the opportunity.
- 7.9.8 Responses will be submitted any time up to the date indicated in [Section 3](#). Responses received before this deadline will be retained in a secure environment, unopened until this deadline has passed.
- 7.9.9 Responses received after the date indicated in [Section 3](#) shall not be considered by the Contracting Authority unless the Bidder can justify that the reason for the delay, is solely attributable to the Contracting Authority
  - 7.9.9.1 The Bidder must demonstrate irrefutable evidence in writing they have made best endeavours to ensure the Response was received on time and that the issue was beyond their control.
  - 7.9.9.2 Any request for a late Response to be considered must be emailed to the Buyer in [Section 3](#) in advance of 'the deadline' if a bidder believes their Response will be received late.
  - 7.9.9.3 The Contracting Authority reserves the right to accept or reject any late Response without justification to the affected Bidder and make no guarantee it will consider any request for a late Response to be considered.

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

## **7.10. Canvassing**

- 7.10.1 Any Bidder who directly or indirectly canvasses any employee, or agent of UK SBS, the Contracting Authority or its members or any relevant OPB or any of its employees concerning the establishment of the Contract or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Bidder, Response or proposed Response will be disqualified.

## **7.11. Disclaimers**

- 7.11.1 Whilst the information in this RFQ, Due Diligence Information and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.

- 7.11.2 Neither UK SBS, nor the Contracting Authority, nor any relevant OPB's nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:

- 7.11.2.1 makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the RFQ; or
- 7.11.2.2 accepts any responsibility for the information contained in the RFQ or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

- 7.11.3 Any persons considering making a decision to enter into contractual relationships with the Contracting Authority and/or, as applicable, relevant OPB following receipt of the RFQ should make their own investigations and their own independent assessment of the Contracting Authority and/or, as applicable, relevant OPB and its requirements for the services and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the RFQ or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with Paragraph 7.15 of this RFQ.

## **7.12. Collusive behaviour**

- 7.12.1 Any Bidder who:

- 7.12.1.1 fixes or adjusts the amount of its Response by or in accordance with any agreement or arrangement with any other party; or
- 7.12.1.2 communicates to any party other than UK SBS, the Contracting Authority or, as applicable, relevant OPB the amount or approximate amount of its proposed Response or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Response or insurance or any necessary security); or
- 7.12.1.3 enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Response; or
- 7.12.1.4 enters into any agreement or arrangement with any other party as to the amount of any Response submitted; or



7.12.1.5 offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Response or proposed Response, any act or omission,  
shall (without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability which such conduct by a Bidder may attract) be disqualified.

### **7.13. No inducement or incentive**

7.13.1 The RFQ is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Bidder to submit a Response or enter into the Contract or any other contractual agreement.

### **7.14. Acceptance of the Contract**

7.14.1 The Bidder in submitting the Response undertakes that in the event of the Response being accepted by the Contracting Authority and the Contracting Authority confirming in writing such acceptance to the Bidder, the Bidder will within 30 of being called upon to do so by the Contracting Authority execute the Contract in the form set out in the Contract Terms or in such amended form as may subsequently be agreed.

7.14.2 the Contracting Authority shall be under no obligation to accept the lowest priced or any Response.

### **7.15. Queries relating to the Response**

7.15.1 All requests for clarification about the requirements or the process of this procurement shall be made in through the e-sourcing tool unless where the e-sourcing tool is unavailable due to Delta eSourcing system maintenance or failure, in this instance all clarifications shall be by email to the contact defined in [Section 3](#).

7.15.2 The Contracting Authority will endeavour to answer all questions as quickly as possible but cannot guarantee a minimum response time.

7.15.3 In the event of a Bidder requiring assistance uploading a clarification to the e-sourcing portal they should use the contact details defined in [Section 3](#).

7.15.4 No further requests for clarifications will be accepted after 7 days prior to the date for submission of Responses.

7.15.5 In order to ensure equality of treatment of Bidders, the Contracting Authority intends to publish the questions and clarifications raised by Bidders together with the Contracting Authority's responses (but not the source of the questions) to all participants on a regular basis.

7.15.6 Bidders should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if the Contracting Authority at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Bidders would potentially benefit from seeing both the query and the Contracting Authority's response, the Contracting Authority will:



- 7.15.6.1 invite the Bidder submitting the query to either declassify the query and allow the query along with the Contracting Authority's response to be circulated to all Bidders; or
  - 7.15.6.2 request the Bidder, if it still considers the query to be of a commercially confidential nature, to withdraw the query prior to the end of the closing date and time for Bidder clarifications.
- 7.15.7 The Contracting Authority reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

## **7.16. Amendments to Response Documents**

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

## **7.17. Modification and withdrawal**

- 7.17.1 Bidders may modify their Response where allowable within the e-sourcing tool. No Response may be modified after the deadline for submission of Responses.
- 7.17.2 Bidders may withdraw their Response at any time prior the deadline for submission of Responses [or any other time prior to accepting the offer of a Contract]. The notice to withdraw the Response must be in writing and sent to UK SBS by recorded delivery or equivalent service and delivered to UK SBS at UK Shared Business Services Ltd, Procurement Policy Manager, Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1FF

## **7.18. Right to disqualify or reject**

- 7.18.1 The Contracting Authority reserves the right to reject or disqualify a Bidder where
- 7.18.1.1 the Bidder fails to comply fully with the requirements of this Request for Quotation or presents the response in a format contrary to the requirements of this document; and/or
  - 7.18.1.2 the Bidder is guilty of serious misrepresentation in relation to its Response; expression of interest; or the Response process; and/or
  - 7.18.1.3 there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder.

## **7.19. Right to cancel, clarify or vary the process**

- 7.19.1 The Contracting Authority reserves the right to:
- 7.19.1.1 cancel the evaluation process at any stage; and/or
  - 7.19.1.2 require the Bidder to clarify its Response in writing and/or provide additional information. (Failure to respond adequately may result in the Bidder not being selected),

## **7.20. Notification of award**

7.20.1 The Contracting Authority will notify the successful Bidder of the Contract award in writing and will publish an Award Notice in Find a Tender in accordance with the Regulations within 30 days of the award of the contract.

7.20.2 As required by the Regulations all unsuccessful Bidders will be provided with an email advising the outcome of the submission of their RFQ response.

## Section 7 – General Information

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

#### DO:

Do comply with Procurement document instructions. Failure to do so may lead to disqualification.

Do provide the Bid on time, and in the required format. Remember that the date/time given for a response is the last date that it can be accepted; we are legally bound to disqualify late submissions. Responses received after the date indicated in the RFP shall not be considered by the Contracting Authority, unless the Bidder can justify that the reason for the delay, is solely attributable to the Contracting Authority

Do ensure you have read all the training materials to utilise e-sourcing tool prior to responding to this Bid. If you send your Bid by email or post it will be rejected.

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.

Do ensure you utilise the Delta eSourcing messaging system to raise any clarifications to our RFP. You should note that we will release the answer to the question to all Bidders and where we suspect the question contains confidential information, we may modify the content of the question to protect the anonymity of the Bidder or their proposed solution

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.

Do consider who the Contracting Authority is and what they want – a generic answer does not necessarily meet every Contracting Authority's needs.

Do reference your documents correctly, specifically where supporting documentation is requested e.g. referencing the question/s they apply to.

Do provide clear, concise and ideally generic contact details; telephone numbers, e-mails and fax details.

Do complete all questions in the questionnaire or we may reject your Bid.

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.

Do check and recheck your Bid before dispatch.

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

### DO NOT

Do not cut and paste from a previous document and forget to change the previous details such as the previous buyer's name.

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.

Do not share the Procurement documents, they may be confidential and should not be shared with anyone without the Buyers written permission.

Do not seek to influence the procurement process by requesting meetings or contacting UK SBS or the Contracting Authority to discuss your Bid. If your Bid requires clarification the Buyer will contact you. All information secured outside of formal Buyer communications shall have no Legal standing or worth and should not be relied upon.

Do not contact any UK SBS staff or the Contracting Authority staff without the Buyers written permission or we may reject your Bid.

Do not collude to fix or adjust the price or withdraw your Bid with another Party as we will reject your Bid.

Do not offer UK SBS or the Contracting Authority staff any inducement or we will reject your Bid.

Do not seek changes to the Bid after responses have been submitted and the deadline for Bids to be submitted has passed.

Do not cross reference answers to external websites or other parts of your Bid, the cross references and website links will not be considered.

Do not exceed word counts, the additional words will not be considered.

Do not make your Bid conditional on acceptance of your own Terms of Contract, as your Bid will be rejected.

Do not unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority send your response by any way other than via e-sourcing tool. Responses received by any other method than requested will not be considered for the opportunity.

## Appendix ‘A’ Glossary of Terms

TERM	MEANING
“UK SBS”	means UK Shared Business Services Ltd herein after referred to as UK SBS.
“Bid”, “Response”, “Submitted Bid”, or “RFP Response”	means the Bidders formal offer in response to this Request for Proposal
“Bidder(s)”	means the organisations being invited to respond to this Request for Proposal
“Central Purchasing Body”	means a duly constituted public sector organisation which procures supplies/services/works for and on behalf of contracting authorities
“Conditions of Bid”	means the terms and conditions set out in this RFP relating to the submission of a Bid
“Contract”	means the agreement to be entered by the Contracting Authority and the Supplier following any award under the procurement
“Contracting Bodies”	means the Contracting Authority and any other contracting authorities described in the Find a Tender Contract Notice
“Contracting Authority”	A public body regulated under the Public Procurement Regulations on whose behalf the procurement is being run
“Customer”	means the legal entity (or entities) for which any Contract agreed will be made accessible to.
“Direct Award”	means the award of a Call Off Contract by application of the terms laid down in the Contract without re-opening competition
“Due Diligence Information”	means the background and supporting documents and information provided by the Contracting Authority for the purpose of better informing the Bidders responses to this Request for Proposal
"EIR"	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
“Find a Tender”	Means the UK Government Portal that superseded the OJEU as from 1/1/2021 <a href="https://www.find-tender.service.gov.uk/Search">https://www.find-tender.service.gov.uk/Search</a>
“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
“Further Competition”	means re-opening competition under a framework if applicable to this procurement
“Lot”	means a discrete sub-division of the requirements
“Mandatory”	Means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
“Named Procurement person ”	means the single point of contact for the Contracting Authority based in UK SBS that will be dealing with the procurement
“Order”	means an order for served by any Contracting Body on the Supplier
“Other Public Bodies”	means all Contracting Bodies except the Contracting Authority
“Request for	means this Request for Proposal documentation and all related

<b>Proposal” or “RFP”</b>	documents published by the Contracting Authority and made available to Bidders and includes the Due Diligence Information. <b>NOTE:</b> This document is often referred to as an Invitation to Tender within other organisations
<b>“Supplier(s)”</b>	means the organisation awarded the Contract
<b>“Supplies / Services / Works”</b>	means any supplies/services and supplies or works set out at within <a href="#">Section 4 Specification</a>