

Request for Quotation (RFQ) on behalf of Department for Business, Energy and Industrial Strategy (BEIS)

Subject UKSBS The implications of global warming of 1.5°C and 2°C Sourcing reference number OJEU - CR16131BEIS

**UK Shared Business Services Ltd (UK SBS)** 

www.uksbs.co.uk

Shared **Business Services** 

**UKSBS** 

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## Section 1 – About UK Shared Business Services

Putting the business into shared services

UK Shared Business Services Ltd (UK SBS) brings a commercial attitude to the public sector; helping our customers improve efficiency, generate savings and modernise.

It is our vision to become the leading provider for our customers 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 customers. 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 its customers, 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 Customers.

Our Customers who have access to our services and Contracts are detailed <a href="here">here</a>.

## Section 2 – About Our Customer

## Department for Business, Energy and Industrial Strategy

The Department for Business, Energy and Industrial Strategy brings together responsibilities for business, industrial strategy, science, innovation, energy, and climate change, merging the functions of the former BIS and DECC.

## BEIS 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
- tackling climate change

BEIS is a ministerial department, supported by 47 agencies and public bodies.

## **Section 3 – Working with UK Shared Business Services Ltd.**

Sect	Section 3 – Contact details		
3.1	Customer Name and address	Department for Business, Energy and Industrial Strategy 1 Victoria Street , London, SW1H 0ET	
3.2	Buyer	Kerry Hammond	
3.3	Buyer contact details	Research@uksbs.co.uk	
3.4	Estimated value of the Opportunity	£225,000.00 - £250,000.00 ex VAT	
3.5	Process for the submission of clarifications and Bids	All correspondence shall be submitted within the Emptoris e-sourcing tool. Guidance Notes to support the use of Emptoris is available here. Please note submission of a Bid to any email address including the Buyer will result in the Bid not being considered.	

Section	on 3 - Timescales	
3.6	Date of posting of Contract advert to OJEU.	10/01/17
3.7	Date RFP available to Bidders	12/01/17
3.8	Bidder conference (if relevant)	N/A
3.9	Latest date / time RFP	31/01/2017
	clarifications should be sent be received through Emptoris	14.00 GMT
3.10	Latest date / time RFP clarification answers should be sent to all potential Bidders through Emptoris	03/02/2017
3.11	Closing date and time for Bidder to	17/02/2017
0.40	request RFP documents	14.00 GMT
3.12	Closing date and time for Bidder to submit their response ('the deadline').	17/02/2017 14.00 GMT
3.13	Clarifications and / or site visits (if required)	N/A
3.14	Notification of proposed Contract award to unsuccessful bidders	24/02/2017
3.15	Anticipated Contract Award Date	07/03/2017
3.16	Commencement of Contract	08/03/2017
3.17	Bid Validity Period	90 Days

## Section 4 – Specification and about this procurement

#### Introduction

The Department for Business, Energy and Industrial Strategy (BEIS) brings together responsibilities for business, industrial strategy, science, innovation, energy, and climate change. We are responsible for:

- Business and enterprise: cementing the UK's position as the best place in Europe to start and grow a business – by supporting local growth, entrepreneurs, and making it easier for businesses to resolve disputes quickly and easily.
- Competitiveness: developing a long-term industrial strategy, supporting competitive markets, cutting red tape and protecting intellectual property.
- Science and innovation: ensuring that the UK is the best place in Europe to innovate, maintaining our world-leading research and science base to drive growth and productivity while reforming the system to maximise value from our investments.
- Labour markets: helping Britain move to a higher wage, lower tax, lower welfare society, tackling illegal practices in the workplace, implementing reform of trade union law, and dealing with abuse of the minimum wage.
- A reliable and resilient energy system: ensuring security of energy supply that families
  and businesses can rely on, now and in the future. This includes working across the oil,
  gas and electricity sectors to make sure the UK has a well-functioning, competitive and
  resilient energy system, and sufficient capacity to meet the needs of energy users in the
  years ahead.
- Energy bills: keeping bills as low as possible for hard-working families and businesses.
- International climate change and cost-effective carbon reduction at home: taking action
  on climate change alongside international partners to safeguard our long-term economic
  and national security. And meeting our national carbon target of at least an 80%
  emissions reduction by 2050 through efficient procurement of low-carbon generation and
  otherwise in ways that keeps the cost of action as low as possible, to ensure value for
  money for our families and businesses.
- UK energy legacy: managing the legacy of our energy industries sustainably and responsibly. This means discharging legal liabilities effectively and managing the security risks from the legacies of our nuclear and coal industries, and other energy liabilities.

#### **Aims**

In Paris last year, 195 countries agreed to "hold the increase in global average temperature to well below 2°C above pre-industrial levels, and pursue efforts to limit the temperature increase to 1.5°C" (herein referred to as "the global temperature goal"). The UK would like to understand the different ways "well-below" 2°C can be interpreted, the implications of achieving the global temperature goal, and what this would mean for a national "net zero greenhouse gas emissions" goal.

This short programme of interdisciplinary research specifically aims to improve understanding of the implications of an increase in global temperature of 1.5°C and 2°C relative to pre-industrial levels to inform UK and international climate policy. It will seek to fill existing knowledge gaps on the environmental, economic and societal impacts and risks of both the resulting climate change and the mitigation actions needed to achieve the global temperature goal of the Paris Agreement of the United Nations Framework Convention on Climate Change (UNFCCC). It also aims to clearly communicate these findings to policymakers through direct engagement and through a contribution to a special report by

the Intergovernmental Panel on Climate Change (IPCC).

This programme of work will comprise a set of complementary, interdisciplinary projects that will enable policymakers to understand the implications of the global temperature goal in a holistic, integrated manner. It will build on existing work including the AVOID2 programme<sup>1</sup> and complement the joint NERC-BEIS-funded programme on "Understanding the pathways to and impacts of a 1.5°C rise in global temperature" by focusing on the socio-economic and technological aspects of the global temperature goal, and other related on-going projects.

## **Objectives**

BEIS is seeking to fill key evidence gaps in relation to understanding of the global and regional implications of increases in global mean temperature of 1.5°C and 2°C through an integrated approach to take into consideration the broader context of other societal priorities, such as food and water security, sustainable development, environmental protection. The purpose is to build a more complete picture of both the impacts of resulting climate change on the environment and society and the impacts of mitigation strategies to limit temperature rise to well-below 2°C and 1.5°C.

The specific objectives of this programme are to:

- conduct analysis to further understanding of the policy-relevant research questions listed below:
- contribute to the IPCC's Special Report on Global Warming of 1.5°C through timely publication of peer-reviewed journal papers;
- provide evidence to inform the UK's climate policy in light of the UNFCCC Paris Agreement and recent recommendations from the UK Committee on Climate Change on 1.5°C and net zero emissions:
- communicate key scientific findings on this topic clearly to policy makers and other key stakeholders.

The specific policy-relevant research questions that this programme of work will aim to address are:

- What are the implications of different interpretations of the 1.5°C goal for impacts and emissions pathways?
- What global and regional rates of decarbonisation are needed and when would net zero emissions need to be reached to limit temperature rise to 1.5°C compared with 2°C, and how can these be achieved? What are the key assumptions?
- What are the global and regional opportunities, challenges and risks of different mitigation strategies and technologies to limit temperature rise to 2°C and 1.5°C? What are the major uncertainties in these?
- What are the differences in the global and regional impacts and risks on humanrelated systems between global warming of 1.5°C and 2°C, from both the resulting climate change and the pathways needed to limit temperature rise?
- What are the uncertainties surrounding estimates of the impacts and how well can we distinguish between the impacts at 1.5°C and 2°C?

<sup>1</sup> http://www.avoid.uk.net/

<sup>&</sup>lt;sup>2</sup> http://www.nerc.ac.uk/research/funded/programmes/1pt5degrees/

#### **Background to the requirement**

#### **The Context**

#### International context

At the 21st session of the Conference of Parties (COP21) of the United Nations Framework Convention on Climate Change (UNFCCC) in Paris in December 2015, 195 countries, including the world's largest emitters, agreed to "hold the increase in global average temperature to well below 2°C above pre-industrial levels, and pursue efforts to limit the temperature increase to 1.5°C" (herein referred to as "the global temperature goal"). The Paris Agreement also invited the Intergovernmental Panel on Climate Change (IPCC) to produce a Special Report on the impacts of global warming of 1.5°C above pre-industrial levels and related global greenhouse gas emission pathways in time to provide the essential scientific input to discussions on global progress towards the mitigation goal of the Agreement in 2018.

The IPCC accepted this invitation and the scope of this report was recently agreed (October 2016)<sup>3</sup>. Preparation of is now underway to produce this report which will focus on the issue of global warming of 1.5°C in the context of strengthening the global response to the threat of climate change, sustainable development, and efforts to eradicate poverty. A major challenge faced by the IPCC in producing this report is the current limited availability of literature on issues related to a global temperature rise of 1.5°C compared with 2°C, as highlighted by a two-year process<sup>4</sup> to review the adequacy of the UNFCCC's long-term temperature goal.

This Special Report will be an important contribution to the international climate negotiations. It will provide scientific input to the UNFCCC when it takes stock of progress towards the long-term global temperature goal of the Paris Agreement in 2018, and assist countries in the preparation of their national actions and emissions targets. Consequently, it is important that there is sufficient analysis and peer-reviewed literature available in time to be considered by the authors of the report to ensure a balanced and robust scientific assessment of the issue.

#### **UK** context

The Committee on Climate Change (CCC) recently published a report on 'UK Climate Action Following the Paris Agreement' in which it examined the adequacy of the contribution of current UK action to the achievement of the global temperature goal of the Paris Agreement and considered implications for near-term UK policy priorities. In particular, it looked at consistency of the UK domestic action with least-cost greenhouse emissions pathways to 1.5°C and whether the UK should set a goal for reducing net levels of national greenhouse gas emissions to zero. The report acknowledges the need for further analysis on global warming of 1.5°C and 2°C, particularly on regional emissions pathways, to inform the UK's share of global action.

#### **Existing Evidence**

During 2013 to 2015, the UNFCCC conducted a review of the "below-2°C" goal under the

<sup>&</sup>lt;sup>3</sup> http://ipcc.ch/meetings/session44/12 adopted outline sr15.pdf

<sup>&</sup>lt;sup>4</sup> Further information on the UNFCCC 2013-15 Review of the long-term temperature goal can be found here: http://unfccc.int/science/workstreams/the 2013-2015 review/items/6998.php

<sup>&</sup>lt;sup>5</sup> https://www.theccc.org.uk/wp-content/uploads/2016/10/UK-climate-action-following-the-Paris-Agreement-Committee-on-Climate-Change-October-2016.pdf

UNFCCC itself and its adequacy for meeting the objectives of the convention. This review found that the scientific knowledge around a 1.5°C rise was much less robust than that for 2°C and therefore, in Paris last year, countries invited the IPCC to publish a special report on 1.5°C.

DECC held an expert workshop in March 2016 on different global temperature limits, including 1.5°C, to further understand the current level of scientific understanding and identify where research should be commissioned. Over 20 experts from across a wide range of disciplines and around 15 government and research council representatives gathered to discuss and summarise the latest scientific findings, identify knowledge gaps, and make recommendations for future work in the short term (in time to contribute to the IPCC special report) and in the long term (to contribute to the IPCC's 6<sup>th</sup> Assessment Report).

To address some of these gaps, the Natural Environment Research Council and BEIS are jointly funding a programme of work on "Understanding the Pathways to and Impacts of a 1.5°C Rise in Global Temperature." Ten projects were selected and information on these projects can be found at: <a href="http://www.nerc.ac.uk/research/funded/programmes/1pt5degrees/">http://www.nerc.ac.uk/research/funded/programmes/1pt5degrees/</a>. This programme of work is intended to complement the joint NERC-BEIS 1.5°C programme and focuses more specifically on impacts on human systems and technological and socioeconomic aspects of mitigation actions. It is expected that the successful contractors will collaborate with the researchers of that programme.

Related programmes of work are also underway in other countries such as Norway<sup>6</sup> and the successful contractors will be encouraged to engage with overseas research communities as appropriate.

#### Scope

This programme of work will comprise several elements:

- Three work packages covering analytical and modelling work to explore the policy-relevant questions listed above, and deliver peer-reviewed journal papers.
- A review of the latest understanding of the topic from this programme and advances in the broader research landscape at the end of the programme including remaining research gaps and a list of recommendations for future research.
- Communication of key findings to a range of stakeholders, including the delivery of different products in addition to peer-reviewed papers and final report (e.g. policy cards, infographics)
- Options for a symposium on key scientific findings.

This programme of work will look at the implications of global warming of both 1.5°C and 2°C relative to pre-industrial levels. This project will not seek to look at higher global temperature rises (e.g. 3°C, 4°C).

This programme will not include an explicit investigation of the impacts of physical science uncertainties on global carbon budgets for 1.5°C and 2°C (e.g. those relating to the transient climate response and climate sensitivity) which will be covered by joint NERC-BEIS 1.5°C programme, but could include analysis to understand how greenhouse gas removals technologies might affect carbon budgets and emissions pathways for 1.5°C and 2°C through, for example, currently unquantified carbon cycle feedbacks.

<sup>6</sup> 

#### Scope of analytical work

The programme will comprise three work packages to explore the questions listed in Section 3 Objectives. Cross-cutting activities will be needed to synthesise and communicate findings across the three work packages to present a coherent and consistent set of policy-relevant messages.

#### Work Package A: Rates of decarbonisation and timing of net zero emissions required for 1.5°C and 2°C

This work will investigate the rates of decarbonisation needed for major sectors (e.g. energy, agriculture, transport, industry) to limit global temperature rise to 1.5°C and 2°C, and the transformations required to achieve these emissions pathways. To date, only one peerreviewed paper<sup>7</sup> has been published that explores the transformations needed for global greenhouse gas emissions pathways to 1.5°C. In that study, the authors explored least-cost emission pathways needed for returning the increase in global temperature to 1.5°C by the end of this century after a small temperature overshoot. In this programme, the successful contractor is required to look at pathways for different interpretations of the 1.5°C goal. Analysis should explore both global and regional scales, and identify geographical patterns and regional rates of deployment for low-carbon technologies.

This package will also provide further information on when net global emissions of carbon dioxide and of all greenhouse gases would need to reach zero and explore the dependence on the definition of the temperature goal, the strength and timing of action, and the feasible level of negative emissions.

Later stages of this work (late 2017) will focus on the implications of different timings of net zero global emissions for regional and UK emissions to inform BEIS' own work and modelling in this area in light of the recommendations of the CCC. This could build on other recent literature such as Robiou du Pont et al. 20168.

#### Work Package B: Risks, opportunities and challenges of technology and economic transformations

This package of work will build on existing work under the AVOID29 programme to explore issues surrounding the economic and technological feasibility of the global and regional sectoral transformations required for 1.5°C and 2°C, taking into consideration the analysis in Work Package A as well as recent historical rates of technology deployment, national achievability and capability, and the linkages with, for example, economic growth, land use, water security, sustainable development and biodiversity.

It will also look at feasibility (excluding technology costs) of achieving the levels of negative emissions required to limit temperature rise to 1.5°C as identified in Work Package A. This will not only consider constraints placed on greenhouse gas removal techniques (GGR; including, but not limited to, bioenergy with carbon capture and storage and afforestation) by competition for resources, technological feasibility and costs, but also the links to earth system and carbon cycle feedbacks in terms of efficacy of GGR under changing carbon dioxide sinks. This work should investigate regional feasibility of achieving negative emissions.

<sup>&</sup>lt;sup>7</sup> Rogelj et al. (2016): Energy system transformations for limiting end-of-century warming to below 1.5°C. Nature Climate Change, 5, 519-527, doi:10.1038/nclimate2572

Robiou du Point *et al.* (2016): Equitable mitigation to achieve the Paris Agreement goals. Nature Climate

Change, doi: 10.1038/nclimate3186.

http://www.avoid.uk.net/

It would be desirable for this package of work to include an exploration of the societal and behavioural changes required to achieve these transformations and their challenges, for example in the area of energy efficiency.

Finally, this package of work should investigate how the constraints placed on negative emissions affect emissions pathways and the required transformations.

#### Work Package C: Impacts of temperature rise of 1.5°C and 2°C

This analysis should build on the findings of the AVOID2 programme to estimate the global and regional impacts (regions will be agreed with BEIS) of climate change on different timescales (up to 2100 and beyond) for different pathways to 1.5°C and make a comparison with those for strong mitigation pathways to 2°C and business-as-usual pathways. It should explore the range of uncertainties in the analysis and the degree to which impacts at different levels of temperature rise between 1.5°C and 2°C can be distinguished. It should also explain differences and similarities with other existing work in this area (for example, Schleußner *et al.* 2016<sup>10</sup>).

Impacts related to human systems to be explored could include (but are not necessarily limited to):

- Coastal and fluvial flooding
- Heat extremes
- Water availability
- Food security
- Human health
- Economic growth

The analysis should also aim, as far as possible in the time available, to investigate linkages between the climate impacts of 1.5°C and the risks and challenges identified in Work Package B, for example in the context of water availability and food security (competition for land use).

## Final review of advances in understanding of the implications of global warming of 1.5°C and 2°C

The programme will deliver a review of key advances in scientific understanding since the IPCC's Fifth Assessment Report to inform policy makers of the emerging key policy-relevant messages. It will summarise and synthesise not only the findings of this programme but also the findings from the joint NERC-BEIS 1.5°C programme and other related studies.

This short report will also highlight remaining knowledge gaps and provide recommendations for further research that could be conducted for inclusion in the IPCC's 6<sup>th</sup> Assessment Report and for providing evidence to inform UK national policy on the 1.5°C goal and a net zero emissions goal. It should be noted that the scope of the IPCC's Sixth Assessment Report is expected to be agreed in the second half of 2017 and this may provide further guidance on key areas of research.

#### **Communication of key findings**

Clear and robust communication of the scientific findings on the implications of global warming of 1.5°C and 2°C is a key requirement of this programme. In addition to peer-reviewed papers delivered in time to contribute to the IPCC Special Report on Global

<sup>&</sup>lt;sup>10</sup> Schleußner *et al.* (2016): Differential climate impacts for policy-relevant limits to global warming: the case of 1.5°C and 2°C. *Earth System Dynamics*, 7, 327-351.

Warming of 1.5°C, the programme will deliver a range of targeted and innovative products to communicate key policy-relevant messages to policy makers and other stakeholders. The successful contractors will be expected to work closely with BEIS to disseminate key findings for internal use and ahead of and at key international events (e.g. UNFCCC meetings).

## Options for a symposium on key scientific findings

BEIS and NERC intend to hold a one-day symposium in London to present and discuss the key findings from this programme and those of the joint NERC-BEIS 1.5°C programme to key policy and other stakeholders. The successful contractors will organise and deliver this event, the timing and format of which will be decided during the course of the programme.

#### Requirements

Outputs required and timing

The programme is expected to deliver a number of outputs as follows:

- Peer-reviewed journal papers. One of the key objectives of this programme is to contribute to the body of literature available to authors of the IPCC's Special Report on Global Warming of 1.5°C to ensure the robustness and relevance of the report to policymakers. In order that the findings of this programme are included in the Special Report, the successful contractors will be required to submit scientific papers on their key findings to peer-reviewed journals in time to meet the deadlines set by the IPCC and ensure that IPCC authors are aware of forthcoming studies. The IPCC's strategic planning schedule for the 6<sup>th</sup> Assessment Cycle can be found at: <a href="http://ipcc.ch/activities/pdf/ar6">http://ipcc.ch/activities/pdf/ar6</a> schedule.pdf. The critical deadlines for inclusion of peer-reviewed papers in the 1.5°C Special Report are:
- October 2017 (to be confirmed): Submission of papers to peer-reviewed journals for inclusion in the second-order draft
- **April 2018**: Acceptance of papers by peer-reviewed journals for inclusion in the final draft.
- **Short progress reports**, including decision points and possible risks, ahead of steering group meetings.
- A final report (by February 2018) that:
  - synthesises the key policy-relevant findings from this programme, the joint NERC-BEIS 1.5°C programme, and other programmes and studies, including information on the methodologies and approaches taken, assumptions made, data and models used. (maximum 30 pages including a short executive summary for non-experts. Additional information can be included in annexes).
  - o summarises remaining knowledge gaps on this topic and provides recommendations for further research that could be undertaken ahead of the IPCC's 6<sup>th</sup> Assessment Report and in the longer term. (**maximum 10 pages**).
- Communications products to synthesise and summarise the scientific findings from this project and those of other related programmes in relation to key policy-relevant questions. To be developed throughout the programme and delivered ahead of key events as agreed with BEIS.

• A one-day symposium on current understanding of the implications of global warming of 1.5°C and 2°C above pre-industrial levels. Timing and target audience to be determined by BEIS.

## Methodology

#### Analysis

Bidders are requested to explore a wide range of emissions scenarios to cover different interpretations of the 1.5°C goal. This will include consideration of, for example, temperature overshoot (of varying duration and magnitude), the probability associated with the temperature goal, timing of reaching 1.5°C and stabilisation/transience. This may require the successful contractor to look at emissions scenarios beyond those available in the IPCC Working Group III scenario database and/or create additional pathways.

In setting out their approach and time plan, bidders should consider the deadlines set by the IPCC for submission and acceptance of peer-reviewed papers and plan their analysis accordingly. It may be helpful for bidders to note those elements of the scope that are required to inform BEIS' internal work only and can therefore be delivered at a later stage of the programme. Bidders should clearly identify in their tenders if it will not be possible to deliver particular elements of the scope of the programme identified above in time to meet these deadlines.

#### • One-day symposium

The exact content, format and invite list will be agreed with BEIS during the programme. The successful contractor will be expected to organise and deliver this symposium including facilitation and publicity, with input from BEIS and NERC.

Bidders are requested to cost this symposium as a separate work package and provide details of the assumptions made including what has and has not been included. In bidding, tenderers should make the following assumptions when costing this symposium:

- BEIS will host the symposium at its London offices and provide catering.
- A maximum of £5k from the programme budget to cover travel and subsistence costs for external UK or international experts is available. The successful contractor will be required to administer and invoice on actual costs in accordance with the civil service rules.
- 50 attendees, including government officials, representatives from the CCC and NERC, and external experts as required.

#### **Quality Assurance**

Sign-off for the quality assurance must be done by someone of sufficient seniority within the contractor organisation to be able to take responsibility for the work done. Acceptance of the work by BEIS will take this into consideration. BEIS reserves the right to refuse to sign off outputs that do not meet the required standard specified in this invitation to tender.

In addition to submission of key findings from this programme to peer-reviewed journals, tenderers should source advice and peer review from external advisors, independent of their own organisation, to support the quality assurance process throughout this programme.

All models and modelling must be quality assured and documented.

 The following link contains an externally accessible version of the Modelling QA guidance, and the QA log https://www.gov.uk/government/collections/quality-assurance-tools-and-quidance-in-decc

 The QA log should be filled during the project and submitted at project completion to demonstrate the QA undertaken

#### **Further Information**

BEIS reserves the right to request an audit of projects against the BEIS Code of Practice for Research and the commitments made in the tender documents and subsequent contract.

Other useful sources of guidance and advice that will help bids and the resulting work be of the highest quality include:

- The Government Social Research Code, in particular those that relate to GSR Products: http://www.civilservice.gov.uk/networks/gsr/gsr-code
- The Green Book: appraisal and evaluation in central government. <a href="https://www.gov.uk/government/publications/the-green-book-appraisal-and-evaluation-in-central-governent">https://www.gov.uk/government/publications/the-green-book-appraisal-and-evaluation-in-central-governent</a>
- UK Statistics Authority Code of Practice/ or an equivalent standard. http://www.statisticsauthority.gov.uk/assessment/code-of-practice/
- The Magenta Book, Government guidance on policy evaluation and analysis.
   http://www.hm-treasury.gov.uk/data\_magentabook\_index.htm

## **Challenges**

There may be number of challenges in conducting this research; some are given in the following section. Contractors must consider how these and any other challenges will be addressed through the research design and delivery.

- **Timing**: The short timeframe for contributing to the IPCC's IPCC Special Report on Global Warming of 1.5°C (due to be published September 2018) imposes a significant challenge on the analytical work. Bidders are required to highlight how they will ensure that high-quality analysis is completed and papers are written in time to meet the IPCC's deadlines, and set out clear milestones. Bidders should also identify contingency plans should any technical or other difficulties be encountered.
- Interdisciplinary expertise: This programme of research requires a wide range of
  expertise across a number of disciplines. Bidders will need to be able to demonstrate
  how they will cover the range of skills necessary and overcome challenges of
  interdisciplinary work.
- Overlap with other studies: A number of programmes of work are underway in response to the UNFCCC's Paris Agreement, such as work within the current Met Office Hadley Centre Climate Programme and the joint NERC-BEIS 1.5°C programme. Bidders will need to carefully consider overlaps and complementarities and identify engagement opportunities with project leads from other projects.
- Access to data/information from external agencies may be a challenge if research institutions are currently doing work in this area but do not wish to disclose it. Bidders should outline how they intend to make contact or utilise existing contacts in relevant external agencies for access to their data/information if relevant.

### **Working Arrangements**

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

A steering group will be set up to monitor progress and provide guidance on key decisions. The Steering Group will comprise BEIS, NERC and the CCC.

BEIS will conduct internal peer review throughout the programme, and may engage external peer reviewers at key stages.

All methodologies, techniques and approaches will need to be agreed by BEIS. We will require at least fortnightly updates on progress by email or phone.

#### **Information Management**

BEIS is committed to openness and transparency. Project outputs should be accessible, non-disclosive and suitable for publication and further use. The exceptions to this are where:

- The intellectual property rights to an output (or part of an output) are owned by someone other than the contractor. Contractors should state in their tender if this is the case and indicate whether the third-party copyrighted materials can be redacted.
- Data is commercial in confidence.
- A non-anonymised dataset if required for the project.
- The outputs are internal documents only for BEIS (e.g. project updates and the research plan).

Where there are useful insights that are viewed to be disclosive, such as outlier analysis or analysis with small numbers, BEIS would like to see outputs prior to drafting of final versions.

Unless otherwise stated in your tender, all outputs from a research project will be assumed to be owned by BEIS. The outputs, raw data and tools developed in the research will be transferred to BEIS at times agreed with BEIS and cannot therefore be used for contractors for purposes other than our work.

#### Non-disclosure

All outputs must be provided to BEIS in a format that is non-disclosive (i.e. no individuals or individual organisations are identifiable from the data or analysis, directly or indirectly). The contractor is responsible for ensuring that the data is supplied in this form alongside a report on the checks made. A minimum standard for checking includes cell counts within subgroups for all outputs and analysis. The contractor will be asked to agree their approach to checking for disclosure with BEIS during the course of the contract, before the checks are carried out. Where data or analysis is found to be disclosive during checking, the contractor will be required to suggest an approach or approaches to aggregate the analysis and to agree this with BEIS.

#### Storage and Transfer

The contractor will need to ensure that all appropriate regulations are adhered to regarding safe storage and transfer, and are compliant with BEIS requirements for the data processing of restricted data. All research respondents will need to be made aware of all potential uses of their data.

#### **Timetable**

The research programme will begin in 2017 and conclude in March 2018 according to the timetable below. This timetable has been developed so that tenderers are aware of the timing requirements for key milestones. It is critical to the success of this programme that relevant analysis is completed in time to submit papers to peer-reviewed journals ahead of

the IPCC's deadline in October 2017 (to be confirmed).

Contractors should allow for a total of five meetings at BEIS, including the inception meeting and a presentation of the final results.

Action	Timing – completed by
Evaluation period	February 2017 – March 2018
Inception steering group meeting for programme	Week beginning 27 February 2017
Progress updates by phone or email	Every fortnight and as needed
First Progress Report	22 March 2017
Steering Group meeting 1 and second progress report	Week beginning 5 June 2017
Steering Group meeting 2 and third progress report	Week beginning 7 August 2017
BEIS-NERC Symposium on key results	End October 2017 (TBC)
IPCC deadline for submission of scientific	October 2017(TBC, potentially
papers to peer-reviewed journals	slightly earlier)
Steering Group meeting 3 and fourth progress report	December 2017
Draft project Final Report / technical report	Week beginning 11 December 2017
Final Report and technical report agreed	Week beginning 5 February 2018
Steering Group meeting 4 (to present final results to BEIS)	End of March 2018
IPCC deadline for acceptance of peer-reviewed scientific papers by journals	April 2018

The Contract duration shall be for a period of 12 months with no option to extend

## 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, the Customer and any specific external stakeholders UK SBS deem required
- 5.2 Evaluation of Bids
- 5.2.1 Evaluation of Bids shall be based on a Selection questionnaire defined in the esourcing 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
Selection Part A	SEL1.13	Contact details and declaration
Selection Part B	SEL2.2	Participation in a criminal organisation
Selection Part B	SEL2.3	Corruption
Selection Part B	SEL2.4	Fraud
Selection Part B	SEL2.5	Terrorist Offences or offences link to terrorist activities
Selection Part B	SEL2.6	Money laundering or Terrorist financing
Selection Part B	SEL2.7	Child Labour and other forms of trafficking in human
		beings
Selection Part B	SEL 2.8	Payment of tax or social security
Selection Part B	SEL 2.9	Self cleaning
Selection Part B	SEL 2.10	Cyber essentials
Selection Part C	SEL3.2	Breach of environmental obligations
Selection Part C	SEL3.3	Breach of social obligations
Selection Part C	SEL3.4	Breach of labour law obligations
Selection Part C	SEL3.5	Bankruptcy
Selection Part C	SEL3.6	Guilty of grave professional misconduct
Selection Part C	SEL3.7	Distorting competition
Selection Part C	SEL3.8	Conflict of Interest
Selection Part C	SEL3.9	Prior involvement in procurement process
Selection Part C	SEL3.10	Prior performance of contract
Selection Part C	SEL3.11	Serious Misrepresentation
Selection Part C	SEL3.12	Withholding information
Selection Part C	SEL3.13	Unable to provide supporting documentation for ESPD

Selection Part C	SEL3.14	Influenced the decision making process
Selection Part D	SEL4.1	Audited accounts
Selection Part D	SEL4.2	Minimum financial threshold
Selection Part D	SEL4.3	Wider group / guarantee
Selection Part D	SEL4.4	Insurance
Selection Part E	SEL5.1	References
Selection Part E	SEL5.4	Compliance under Modern Slavery Act 2015
Selection Part E	SEL5.5	Health and Safety Policy
Selection Part E	SEL5.6	Enforcement/remedial orders in relation to the Health and Safety Executive
Selection Part E	SEL5.7	Breaching environmental legislation
Selection Part E	SEL5.8	Checking sub-contractors for infringement of
Colocator Fart E	0220.0	environmental legislation
Selection Part E	SEL5.9	Unlawful discrimination
Selection Part E	SEL5.10	Checking sub-contractors for unlawful discrimination
Selection Part E	FOI1.1	Freedom of information
	pass / fail of and not con	of a Bidder failing to meet the requirements of a Mandatory criteria, UK SBS reserves the right to disqualify the Bidder evaluation of the any of the selection stage scoring y, nor the Award stage scoring methodology or Mandatory riteria.

- 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 pass 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	AW5.3	Open book policy
Commercial	AW5.5	E Invoice

Commercial	AW5.6	E Invoice implementation
Quality	AW6.1	Compliance to the Specification
Quality	AW6.2	Code of Practice
Quality	AW6.3	Timetable
	pass / fail of and not cor	of a Bidder failing to meet the requirements of a Mandatory criteria, UK SBS reserves the right to disqualify the Bidder evaluation of the any of the selection stage scoring y, nor the Award stage scoring methodology or Mandatory riteria.

- 5.4.2 The Award questionnaire 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**

**Evaluation Justification Statement** 

In consideration of this particular requirement UK SBS has decided to evaluate Potential Providers by adopting the weightings/scoring mechanism detailed within this RFP. UK SBS 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	10%
Quality	PROJ1.1	Understanding	10%
Quality	PROJ1.2	Project Plan and Risk Management	20%
Quality	PROJ1.3	Methodology	25%
Quality	PROJ1.4	Project Team and Capability to Deliver	20%
Quality	PROJ1.5	Communication	15%

A statement that a particular requirement will be met is not in itself sufficient. Such responses, or responses that are ambiguous, may be taken as failing to meet the Requirement. Detailed information regarding how, when and to what extent a Requirement can be met must be provided where appropriate – and, in evaluating a given requirement, scores will be awarded accordingly. Furthermore, if any requirement or part of a requirement cannot be met, this must be stated explicitly along with reason why.

The Response Question and Answer Document must be used by all tenderers to answer the PROJ (Quality Questions). This should then be uploaded as an attachment to PROJ1.1. This is the <u>only</u> document assessors will evaluate; any other method used by bidders to answer questions will not be evaluated. Scoring shall be based on 0-100 scoring methodology (as outlined below). Each question has a page limit and this should be adhered to. Any additional content provided beyond this will not be considered or scored during the evaluation process.

#### Award Evaluation of criteria

#### **Non-Price elements**

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

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

**Example** if a Bidder scores 60 from the available 100 points this will equate to 12% by using the following calculation: Score/Total Points available multiplied by 20 ( $60/100 \times 20 = 12$ )

Where an evaluation criterion is worth 10% then the 0-100 score achieved will be multiplied by 10.

**Example** if a Bidder scores 60 from the available 100 points this will equate to 6% by using the following calculation: Score/Total Points available multiplied by 10 ( $60/100 \times 10 = 6$ )

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 judged on the following criteria.

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

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

For example - Bid 1 £100,000 scores 100.

Bid 2 £120,000 differential of £20,000 or 20% remove 20% from price scores 80

Bid 3 £150,000 differential £50,000 remove 50% from price scores 50.

Bid 4 £175,000 differential £75,000 remove 75% from price scores 25.

Bid 5 £200,000 differential £100,000 remove 100% from price scores 0.

Bid 6 £300.000 differential £200.000 remove 100% from price scores 0.

Where the scoring criterion is worth 50% then the 0-100 score achieved will be multiplied by 50

In the example if a supplier scores 80 from the available 100 points this will equate to 40% by using the following calculation: Score/Total Points multiplied by 50 (80/100 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> <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 UK SBS or the e-sourcing tool beyond the bidder control are responsible for late submission.</li> </ul>
Compliance check	<ul> <li>Check all Mandatory requirements are acceptable to UK SBS.</li> <li>Unacceptable Bids maybe subject to clarification by UK SBS or rejection of the Bid.</li> </ul>
Scoring of the Bid	<ul> <li>Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the Selection criteria.</li> </ul>
Clarifications	The Evaluation team may require written clarification to Bids
Re - scoring of the Bid and Clarifications	Following Clarification responses, the Evaluation team reserve the right to independently re-score the Bid and Clarifications and provide a commentary of their re-scoring justification against the Selection criteria.
Shortlisting of Bidders	UK SBS will shortlist the Bidders based on the Responses received and the Evaluation Model detailed in Section 5 of the RFP.
Validation of unsuccessful Bidders	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.

## **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 completion of the questions are is available at <a href="http://www.uksbs.co.uk/services/procure/Pages/supplier.aspx">http://www.uksbs.co.uk/services/procure/Pages/supplier.aspx</a>

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

## Section 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 <a href="http://www.uksbs.co.uk/services/procure/Pages/supplier.aspx">http://www.uksbs.co.uk/services/procure/Pages/supplier.aspx</a>

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

## Section 7 – General information

#### 7.1. Introduction

- 7.1.1 UK SBS wishes to establish a Contract for the provision of the implications of global warming of 1.5°C and 2°C. UK SBS 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 OJEU Open Procedure
- 7.1.2 UK SBS is procuring the Contract for add for its exclusive use.
- 7.1.3 UK SBS logo, trademarks and other identifying marks are proprietary and may not be incorporated in the Companies response without UK SBS's written permission.
- 7.1.4 The Bidder shall indemnify and keep indemnified UK SBS 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. 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 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 UK SBS. Submitted Responses which are deemed by UK SBS to be fully compliant will proceed to evaluation. These will be evaluated using the criteria and scores detailed in the matrix set out in <a href="Section 5">Section 5</a>.
- 7.1.8 Following evaluation of the submitted Responses and approval of the outcome UK SBS intends to select a short list of Bidders to proceed to Award stage of this Procurement.
- 7.1.9 Whilst it is UK SBS'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. UK SBS and any relevant Other Public Bodies reserve the right to purchase any services and services (including those similar to the services covered by this procurement) from any Supplier outside of this Contract.
- 7.1.10 UK SBS 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.
- 7.1.11 The services covered by this procurement exercise have NOT been sub-divided into Lots.

- 7.1.12 UK SBS shall utilise the Crown Commercial Service (CCS previously Government Procurement Service) Emptoris e-sourcing tool url <a href="https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp">https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp</a> to conduct this procurement. There will be no electronic auction following the conclusion of the evaluation of the Request for Proposal (RFP) responses. Bidders will be specifically advised where attachments are permissible to support a question response within the e-sourcing tool. All enquiries with respect to access to the e-sourcing tool and problems with functionality within the tool may be submitted to Crown Commercial Service, Telephone 0345 010 3503.
- 7.1.13 Please utilise the messaging system within the e-sourcing tool located at <a href="https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp">https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp</a> within the timescales <a href="mailto:detailed">detailed</a> in <a href="Section 3">Section 3</a>. 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 UK SBS if they are not articulated by the Bidder within the discussion forum within the e-sourcing tool.
- 7.1.14 Bidders should read this document, RFx attachments. 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 goods/services/goods and services and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.
- 7.1.15 All material issued in connection with this RFP shall remain the property of UK SBS 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 UK SBS or securely destroyed by the Bidder (at UK SBS's option) at the conclusion of the procurement
- 7.1.16 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.
- 7.1.17 The Bidder shall not make contact with any other employee, agent or consultant of UK SBS 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 UK SBS.
- 7.1.18 UK SBS shall not be committed to any course of action as a result of:
  - 7.1.18.1 issuing this RFP or any invitation to participate in this procurement; 7.1.18.2 an invitation to submit any Response in respect of this procurement;
  - 7.1.18.3 communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement; or
  - 7.1.18.4 any other communication between UK SBS and/or any relevant OPB (whether directly or by its agents or representatives) and any other party.
- 7.1.19 Bidders shall accept and acknowledge that by issuing this RFP UK SBS 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.

- 7.1.20 UK SBS reserves the right to amend, add to or withdraw all or any part of this RFP at any time during the procurement.
- 7.1.21 Bidders should not include in the Response any extraneous information which has not been specifically requested in the RFP 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 UK SBS.
- 7.1.22 If the Bidder is a consortium, the following information must be provided: full details of the consortium; and the information sought in this RFP 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 RFP. However, please note UK SBS reserves the right to require a successful consortium to form a single legal entity in accordance with regulation 19(6) of the Regulations. UK SBS 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 UK SBS 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 UK SBS 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 RFP are being made available by UK SBS on condition that:
  - 7.3.1.1 Bidders shall at all times treat the contents of the RFP 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 may disclose detailed information relating to Responses to its employees, agents or advisers and UK SBS may make any of the Contract documents available for private inspection by its officers, employees, agents or advisers. UK SBS 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 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 UK SBS during this Procurement. Subject to section 7.4 below, the information will not be disclosed outside Government. Bidders taking part in this RFP consent to these terms as part of the competition process.

- 7.3.6 From 2nd April 2014 the Government is introducing 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: <a href="https://www.gov.uk/government/publications/government-security-classifications">https://www.gov.uk/government/publications/government-security-classifications</a>
- 7.3.7 UK SBS reserves the right to amend any security related term or condition of the draft contract accompanying this RFP to reflect any changes introduced by the GSC. In particular where this RFP 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.

## 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 may be required to disclose information submitted by the Bidder to the to UK SBS.
- 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, UK SBS will endeavour to maintain confidentiality. Bidders should note, however, that, even where information is identified as commercially sensitive, UK SBS may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, UK SBS 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, UK SBS 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 and the Bidder should not attempt to answer the request without first consulting with UK SBS.
- 7.4.5 Bidders are reminded that the Government's transparency agenda requires that sourcing documents, including RFP 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, and any contract entered into by UK SBS with its preferred supplier once the procurement is complete. By submitting a response to this RFP 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 RFP sets out the proposed procurement timetable. UK SBS reserves the right to extend the dates and will advise potential Bidders of any change to the dates.

#### 7.7. UK SBS's Contact Details

- 7.7.1 Unless stated otherwise in these Instructions or in writing from UK SBS, 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 Crown Commercial Service, Telephone 0345 010 3503.

7.7.3 Bidders should be mindful that the designated Contact should <u>not under any circumstances</u> be sent a copy of their Response outside of the e-sourcing tool. Failure to follow this requirement will result in disgualification 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 UK SBS, 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 UK SBS in accordance with the Conditions of Response and the Request for Proposal. Failure to comply with the Conditions and the Request for Proposal may lead UK SBS to reject a Response.
- 7.8.3 UK SBS 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 their advisers and representatives. Bidders should notify UK SBS promptly of any perceived ambiguity, inconsistency or omission in this RFP, 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 consider 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 UK SBS may at its own absolute discretion extend the closing date and the time for receipt of Responses specified <u>Section 3</u>.
- 7.9.3 Any extension to the RFP 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 UK SBS 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:
- 7.9.8 Responses will be submitted any time up to the date indicated in <u>Section 3</u>. 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 <u>Section 3</u> shall not be considered by UK SBS unless the Bidder can justify the reason for the delay.
  - 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 <a href="mailto:bids@uksbs.co.uk">bids@uksbs.co.uk</a> in advance of 'the deadline' if a bidder believes their Response will be received late.
  - 7.9.9.3 UK SBS 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.

#### 7.10. Canvassing

7.10.1 Any Bidder who directly or indirectly canvasses any employee, or agent of UK SBS 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 RFP, 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 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 RFP; or
  - 7.11.2.2 accepts any responsibility for the information contained in the RFP 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 UK SBS and/or, as applicable, relevant OPB following receipt of the RFP should make their own investigations and their own independent assessment of UK SBS OPB and/or. as applicable, relevant and its requirements goods/services/goods and 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 RFP 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 RFP.

#### 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 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 UK SBS 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 RFP 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 UK SBS and UK SBS confirming in writing such acceptance to the Bidder, the Bidder will within 5 days of being called upon to do so by UK SBS 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 UK SBS 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 Emptoris or Crown Commercial Service system maintenance or failure when a clarification by email to the contact defined in <a href="Section">Section</a>
  3.
- 7.15.2 UK SBS 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 esourcing portal they should use the contact details defined in <u>Section 3</u>.
- 7.15.4 No further requests for clarifications will be accepted after 5 days prior to the date for submission of Responses.
- 7.15.5 In order to ensure equality of treatment of Bidders, UK SBS intends to publish the questions and clarifications raised by Bidders together with UK SBS'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 UK SBS 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 UK SBS's response, UK SBS will:
  - 7.15.6.1 invite the Bidder submitting the query to either declassify the query and allow the query along with UK SBS'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 UK SBS 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, UK SBS may modify the RFP 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, UK SBS 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. 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 1ET

## 7.18. Right to disqualify or reject

#### 7.18.1 UK SBS 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 Proposal 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 UK SBS 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 UK SBS will notify the successful Bidder of the Contract award in writing and will publish an Award Notice in the Official Journal of the European Union 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 RFP response.

# **Appendix 'A' Glossary of Terms**

TERM	MEANING
"UK SBS"	means UK Shared Business Services Ltd herein after referred to
	as UK SBS.
"Bid", "Response",	means the Bidders formal offer in response to this Request for
"Submitted Bid ", or	Proposal
"RFP Response"	1 1 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
"Bidders"	means the organisations being invited to respond to this Request
	for Proposal
"Central Purchasing	means a duly constituted public sector organisation which procures
Body"	goods/services 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 UK SBS and the Supplier
	following any award under the procurement
"Contracting Bodies"	means UK SBS and any other contracting authorities described in
3	the OJEU Contract Notice
"Customer"	means the legal entity (or entities) for which any Contract agreed
	will be made accessable to.
"Due Diligence	means the background and supporting documents and information
Information"	provided by UK SBS 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
FolA	means the Freedom of Information Act 2000 and any subordinate
	legislation made under such Act from time to time together with
	any guidance and/or codes of practice issued by the Information
	Commissioner or relevant Government department in relation to
	such legislation
"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.
"OJEU Contract	means the advertisement issued in the Official Journal of the
Notice"	European Union
"Order"	means an order for served by any Contracting Body on the
## T T T T T T T T T T T T T T T T T T	Supplier
"Other Public	means all Contracting Bodies except UK SBS
Bodies"	
"Request for	means this Request for Proposal documentation and all related
Proposal" or "RFP"	documents published by UK SBS 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
"Cumplier"	organisations
"Supplier"	means the organisation awarded the Contract
"Standard Goods	means any goods/services set out at within <u>Section 4 Specification</u>
/Services"	