**Invitation to Tender for**

Tender Reference Number: 1328/07/2017

Deadline for Tender Responses in hard copy: 10:00, 26 JULY 2017

Deadline for Tender Responses in email: 12:00, 26 JULY 2017

**Department for Business, Energy & Industrial Strategy**

Date: 5 July, 2017

The Department for Business, Energy & Industrial Strategy (‘BEIS’) wishes to commission a project to deliver events, including workshops and training events to potential sponsors on process and applications to the main scheme of the £320m Heat Networks Investment Project; the contract also includes communication planning and the development of materials in the lead up to launch of the funding rounds.

Enclosed are the following sections:

* Section 1 (page 3) Instructions on tendering procedures
* Section 2 (page 7) Specification of requirements
* Section 3 (page 18) Further information on tendering procedure
* Section 4 (page 21) Declarations and information to be provided;

Statement of Non-Collusion

Form of Tender

Conflict of Interest

Questions for tenderers

Code of Practice for Research

* Annex A: Pricing schedule
* Annex B: Code of practice for research

Please register your interest in submitting a tender for this project by emailing alison.bailey@beis.gov.uk. We will ensure you receive immediate notification of updates to the ITT process or answers to questions raised by potential bidders.

Please read the instructions on the tendering procedures carefully since failure to comply with them may invalidate your tender. Your tender must be returned by 10:00 26 JULY 2017 clearly marked as “TENDER”.

I look forward to receiving your response.

Yours sincerely,

Alison Bailey

6th Floor

Department of Business, Energy and Industrial Strategy

1, Victoria Street,

London

SW1H OET

Tel: 0300 068 5103

Email: [alison.bailey@beis.gov.uk](mailto:alison.bailey@beis.gov.uk)

**Section 1**

**Instructions and Information on Tendering Procedures**

Invitation to Tender for

Tender Reference Number: 1328/07/2017

Deadline for Tender Responses: 10:00 26 July 2017

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# Indicative Timetable

The anticipated timetable for this tender exercise is as follows. BEIS reserves the right to vary this timetable. Any variations will be published on contracts finder or circulated to all organisations who have registered an interest in notifications.

|  |  |
| --- | --- |
| **Tender Timeline** | **Date** |
| Advert and full invitation to tender issued | 5 July 2017 |
| Deadline for questions relating to the tender | 19 July 2017 |
| BEIS responses to questions published | 21 July 2017 |
| Deadline for receipt of tender | 26 July 2017 |
| Invite suppliers for bid clarification (if needed) | w/c 31 July |
| All suppliers alerted of outcome | 4 August 2017 |
| Contract award on signature by both parties | 3 August |
|  | 15 August 2017 |
| Contract start date |  |

The contract is to be for a period of 8 months unless terminated or extended by the Department in accordance with the terms of the contract. We anticipate a minimum of six events and a maximum of one event per month for the duration of the 8 month contract with the possibility of a limited extension after 1 April 2018. We also require development of specialist communications products and activities.

# Procedure for Submitting Tenders

The maximum page limit for tenders is 30 pages (excluding cover, contents pages, CVs, pricing schedules and declarations).

**Please send 4 hard copies of your tender** to Alison Bailey, Floor 6, BEIS, 1 Victoria Street, London, SW1H OET by 10:00 on 26 JULY and **email** your proposal **by noon** on 26 JULY to **alison.bailey@beis.gov.uk**.

For questions regarding the procurement process please contact Alison Bailey by close of play on **19 July 2017.**

Tenders will be received up to the time and date stated. Please ensure that your tender is delivered not later than the appointed time on the appointed date. The Department does not undertake to consider tenders received after that time. The Department requires tenders to remain valid for a period indicated in the specification of requirements.

BEIS shall have the right to disqualify you from the procurement if you fail to fully complete your response, or do not return all of the fully completed documentation and declarations requested in this ITT. BEIS shall also have the right to disqualify you if it later becomes aware of any omission or misrepresentation in your response to any question within this invitation to tender. If you require further information concerning the tender process, or the nature of the proposed contract, **email alison.bailey@beis.gov.uk.** All questions should be submitted by 19 July 2017; questions submitted after this date may not be answered. Should questions arise during the tendering period, which in our judgement are of material significance, we will publish these questions with our formal reply by the end of 21 July and circulate – unnamed - to all organisations that have expressed an interest in bidding. All contractors should then take that reply into consideration when preparing their own bids, and we will evaluate bids on the assumption that they have done so.

You will not be entitled to claim from the Department any costs or expenses that you may incur in preparing your tender whether or not your tender is successful.

# Conflict of Interest

The Department’s standard terms and conditions of contract include reference to conflict of interest and require contractors to declare any potential conflict of interest to the Secretary of State (BEIS).

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

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

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

1. **During the bidding process, organisations may contact BEIS to discuss whether or not their proposed arrangement is likely to yield a conflict of interest.** Any responses given to individual organisations or consortia will be published on contract finder (in a form which does not reveal the questioner’s identity). Any organisation thinking of submitting a bid, should share their contact details with the staff member responsible for this procurement, to ensure they receive an update when any responses to questions are published.
2. **Contractors are asked to sign and return Declaration 3 (page 23) to indicate whether or not any conflict of interest may be, or be perceived to be, an issue.** If this is the case, the contractor or consortium should give a full account of the actions or processes that it will use to ensure that conflict of interest is avoided. In any statement of mitigating actions, contractors are expected to outline how they propose to achieve a robust, impartial and credible approach to the research.
3. **When tenders are scored, this declaration will be subject to a pass/fail score**, according to whether, on the basis of the information in the proposal and declaration, there remains a conflict of interest which may affect the impartiality of the research.

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

# Evaluation of Responses

The tender process will be conducted to ensure that bids are evaluated fairly and transparently, in accordance with agreed assessment criteria. Further details are provided in the specification.

# Terms and conditions applying to this Invitation to Tender

The Department’s Standard Terms and Conditions of Contract will apply to this contract. These can be downloaded from Contracts Finder.

# Further Instructions to Contractors

The Department reserves the right to amend the enclosed tender documents at any time prior to the deadline for receipt of tenders. Any such amendment will be numbered, dated and issued by 21 July 2017. Where amendments are significant, the Department may at its discretion extend the deadline for receipt of tenders.

The Department reserves the right to withdraw this contract opportunity without notice and will not be liable for any costs incurred by contractors during any stage of the process. Contractors should also note that, in the event a tender is considered to be fundamentally unacceptable on a key issue, regardless of its other merits, that tender may be rejected. By issuing this invitation the Department is not bound in any way and does not have to accept the lowest or any tender and reserves the right to accept a portion of any tender unless the tenderer expressly stipulates otherwise in their tender.

# Checklist of Documents to be Returned

* Proposal (maximum 30 pages)
* Annex A – pricing schedule
* Declaration 1: Statement of non-collusion
* Declaration 2: Form of Tender
* Declaration 3: Conflict of Interest

**Section 2**

**Specification of Requirements**

Invitation to Tender for

Tender Reference Number: XXXX/XX/2017

Deadline for Tender Responses: DATE by X0:00

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# Introduction and summary of requirements

This contract will deliver activities required in the lead up to the launch of the main funding round of the £320m Heat Networks Investment Project (HNIP). The activities need to run between September 2017 and March 2018 (end of the current financial year).

1. **Background**

The key aims of the £320m Heat Networks Investment Project (HNIP) is to:

* Increase the volume of heat networks built though providing central Government funding to 2021 which will draw in significant additional investment
* Deliver carbon savings for carbon budgets 4 and 5 (spanning the years 2023-2032) and across the lifetime of the infrastructure asset
* Build capability among local actors to develop optimised heat networks that will meet local needs, supporting heat networks that would not have been developed without Government support
* Help to create the conditions for a self-sustaining heat network market that does not require continued Government funding after this programme of investment support.

Following a HNIP consultation in 2016 and the HNIP Pilot (October 2016 – March 2017) which was open to Local Authorities and the wider public sector, learning from the Pilot is being used to design the main HNIP scheme which it is expected will open during or after 2018 to wider potential sponsors.

This contract will deliver activities to support the main HNIP funding round (2018-2021) with a focus on wider potential sponsors such as: local authorities not support by the Heat Networks Delivery Unit, wider public sector such as hospitals and universities, the private sector and the not-for-profit sector. The contracts covers the period activities August September 2017 to the end of March 2018 (the end of the current financial year).

BEIS is seeking a high number of good quality bids to the main HNIP funding round. This communications work will help to support this outcome. Heat networks have a long development or ‘lead time’ and levels of awareness about heat networks are still quite limited so high quality communications needs to support potential applicants as early as possible to:

* build their awareness
* build their capacity,
* access technical knowledge e.g. via guidance, consultants, case studies, peer learning and visits
* understand what expertise is available to determine investment opportunities, maximise benefits, ensure feasibility, take on board good practice and learning from the HNIP Pilot round
* network, regionally and nationally, to develop peer learning and share expertise.

The outcome of work by the supplier during the lead up to the launch of the main round in, is to :

* reach and inform a wider range of potential sponsors than those who were eligible for the HNDU Pilot (largely limited to Local Authorities supported by the Heat Networks Delivery Unit) to include: wider Local Authorities, wider public sector, including NHS and universities, not for profit sector, investors, supply chain and other key players that they may identify, including umbrella bodies in order to give them sufficient time, information and guidance to plan and bids into HNIP within its time limits (funding ends 2021)
* help raise the standard of the quality of bids through disseminating good practice, learning from the HNIP Pilot, an understanding of the key benefits for each sector, emphasising the need to build capacity in a range of skills

BEIS will require the contractor to deliver a series of topical workshops, conferences and training courses (called ‘events’ ) for, but not limited to: local authorities, wider public sector, not-for-profit sector, potential investors, consultants and supply chain about HNIP and heat network development and delivery.

The likely events will include:

* 3 stakeholder events in London (where possible in BEIS Westminster Conference Centre, 1 Victoria Street, but otherwise costs will have to include venue hire)
* 3 regional applications training workshops, to include one located in Wales
* Two (optional) events activities led by the supplier such as: fact finding visit to existing scheme for key decision makers; speaking or other opportunities at existing conference or workshop event.

Arrangements for the events will need to include: agendas, management of invitees, catering, materials, break-out groups, feedback and follow-up.

Other requirements in the same contract are production of

* main scheme HNIP launch materials.

Although BEIS will supply some oversight, contacts and sector specialists for specific events, we require the contractor(s) to evidence sufficient prior knowledge and experience of the heat network sector to add value and take a lead.

This will enable the contractor(s) to:

* start planning relevant events as soon as the contract is awarded;
* have the ability to deliver generic heat network events;
* be able to engage sufficiently with the potential market and extend its contacts
* tap into their own wider heat connections;
* ensure messaging is in line with current policy whilst requiring minimal BEIS resource.

# Aims and Objectives

The aim of ‘the events’ is to:

share information to help potential applicants to HNIP e.g. from BEIS, local authorities and the wider public and private sector, not for profit sector upskill and help build capacity to deliver good quality competitive bids to HNIP

provide an opportunity for networking among potential sponsors and share with their peers, through a series of regional and national events

upskill through information sharing all those related to the heat network market, such as consultants, supply chain, investors

provide information to the wider heat network community e.g. through promotional materials, new contacts and guidance links.

The successful contractor(s) will review feedback from delegates to help determine the scope of future events and the need for any further specific guidance documents that can sufficiently support customers.

* We anticipate roughly one event per month (whether a workshop, site visit, regional event or shared event) for the duration of the 8 month contract.
* Two events of the eight events can be supplier-led (agreed by BEIS) but these are not mandatory. Their allocated funding (£2000) can be used with BEIS agreement to add value to the main events.

BEIS will discuss events in advance over the contract period, but the contractor(s) must be able to deliver events at reasonably short notice.

# Methodology

BEIS expects the contractor(s) to undertake the following as a minimum but we welcome innovative and novel approaches on developing and delivering events based on the contractors’ experience and the outcomes of stakeholder feedback. We encourage an approach that supports continuous improvement as the contract progresses.

The contractor will deliver events geared to a range of audiences (local authorities, wider public sector, private sector, third sector, investors, supply chain, consultants) and across various locations in England and Wales, both regional and national events (six in total).

These should be full day events. Some events could be aimed at specific audiences, such as not for profit sector, and will not be open to others (agreed with BEIS).

**Event Development**

In discussion with the contractor, or independently, BEIS will supply a short event brief for development. We expect the contractor(s) to develop a plan, including a cost breakdown, for the development and delivery of an event, when provided with the BEIS brief and any accompanying supporting guidance documents that needs to be relayed to the audience. The brief will outline the requirements of BEIS, and may include type of event (workshops, conference…), delegate type (local authority, public/private sector, communities, investors, mix of delegates…) the location, the number of delegates, full day or half day, the broad content to be covered and key speakers.

Alternatively the contractor(s) approaches BEIS with an event idea. We expect the contractor(s) to approach BEIS with ideas of events for **each four month period in the eight month contract (the first in September and the second in December with a final wash-up and evaluation meeting in March).** These should be from the contractor’s previous knowledge of delivering similar events and from stakeholder feedback. The contractor will provide BEIS with a brief and broad outline of the event for agreement prior to further development; this will include a cost breakdown. **Event briefs will form part of the four monthly reporting process.**

Once an event has been agreed between BEIS and the contractor(s) the contractor(s) will progress with full development of the event and deliver in accordance with the agreed brief, this will include:

* Provision of venue, catering and IT equipment etc
* Production of a suitable agenda
* Production of presentations/topics/speakers
* Liaison with relevant speakers not provided by BEIS
* Collaborative working with BEIS or another Government department
* Production of any hand-outs and non BEIS slides/visuals
* Feedback materials

All the above have to be approved by BEIS prior to event or external distribution

Types of events / topics that could be offered include:

* Training on developing a HNIP bid
* Specific events for different types of sponsor, eg wider public sector workshop e.g for universities, not for profit sector
* A heat network visit e.g. for sponsors / decision makers and/or community champions
* Dissemination of guidance on optimising and developing heat network projects

**Event Delivery and Administration**

The contractor will provide strategic event planning and delivery services in line, but not limited to, the following:

* A quarterly events calendar (September and December)
* Advert or one page background for each event to be sent to stakeholders e.g. via the current BEIS stakeholder database and via umbrella groups
* Venues for approval by BEIS which is to include catering as appropriate (day event includes lunch, half day includes refreshments). We expect all costs including catering to be charged by the contractor as part of their quarterly/event invoice
* Management of venue and required layout and technical services (for example projectors, voting button, microphones etc.)
* Organisation and payment of any non-BEIS speakers
* Logistics of the event including workshop and panel set-up
* Event promotion amongst relevant stakeholders
* Delegate liaison before, during and where required after the event
* Event facilitation
* Event photography and video editing if relevant (aim may be to video some events so they can be shared with others e.g. through our online platforms Huddle)
* Delegate list with contact information
* Feedback and evaluation of each event; each event should be an opportunity to expand our understanding of the barriers facing stakeholders and their barriers to applying to HNIP and to developing heat networks

The contractor will, as a minimum, have over the phone or face to face meetings at BEIS’s offices every month to discuss updates, information, policy development, event evaluation and the forward look for future events.

# Outputs Required

Outputs should be in a useable format as agreed with BEIS.

1. Documentation for monthly workstream meetings
   1. Agreed event process and horizon scanning for future events over next four months, including event briefs for agreement
   2. Agreed plan of events and locations
   3. A top level, outline list of potential invitees/stakeholders for each event
   4. Collated feedback analysis and the original individual feedback sheets for each event, within one month of event, in electronic form
2. Event Delivery
   1. Advertisement or A4 page for event to be sent to stakeholders
   2. Delegate list, with contact details, for each event
   3. Presentation slides and visuals, including video footage, used for each event
   4. Hand-outs for each event such as agendas and key documents distributed before, during or after events to delegates

1. Promotional materials in lead up to HNIP main scheme launch, including:
   1. Case studies showing a range of exemplar projects in operation in the UK
   2. Key lessons learned from pilot funding scheme (eg pitfalls to avoid, improving quality of evidence etc)
   3. Guides to optimising project technical design, commercial, financial set up
   4. Top tips for preparing applications
   5. Focused guides for different applicant types (eg community groups, buildings owners, social landlords, developers, heavy industry, local authorities etc)
   6. Updated BEIS stakeholder list with agreed number of new contacts

# Ownership and Publication

BEIS is committed to openness and transparency. All outputs listed in section 5 should be accessible, non-disclosed and suitable for publication and further use.BEIS will share event material with stakeholders outside of the event**.** The exceptions to this are where:

1. The intellectual property rights to an output (or part of an output) is owned by someone other than the contractor. Contractors should state in their tender where they know this to be the case and indicate whether the third party copy righted materials can be redacted.
2. Data is commercial in confidence.

If these exceptions are known to apply to any part of the outputs, contractors should indicate this in their proposal alongside any approaches to resolving these. Where applicable, suppliers can provide optional costs for obtaining rights to data or outputs. These will be agreed before BEIS lets the contract.

# Quality Assurance

All outputs need to be approved by BEIS. BEIS reserves the right to refuse to sign off outputs which do not meet the required standard specified in the event briefs.

The successful bidder will be responsible for any work supplied by sub-contractors and should therefore provide assurance that all work in the contract is quality assured by the contractor prior to being sent to BEIS.

# Timetable

Tender closes 10:00 on 26 JULY 2017

|  |  |
| --- | --- |
| **Action** | **Timing** |
| Contract start date | 15 August 2017 |
| Inception meeting | w/c 11 September 2017 |
| Progress updates: Teleconference | w/c 25 September 2017 |
| Events Begin | To be agreed |
| Progress updates: Teleconference | Minimum monthly from the 7 November 2016 |
| Progress Update: Face-face meeting and quarterly report. Including evaluation data | September, December and March 2018 |

# Working Arrangements

The successful contractor will be expected to identify one named point of contract 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.

# Skills and experience

BEIS would like you to demonstrate that you have the experience and capabilities to undertake the project. Your tender response should include a summary of each proposed team members experience and capabilities.

Contractors should propose named members of the project team, and include the tasks and responsibilities of each team member. This should be clearly linked to the work programme, indicating the grade/ seniority of staff and number of days allocated to specific tasks.

Contractors should identify the individual(s) who will be responsible for managing the project.

# 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.

# Budget

The contract is to be for a period of 8 months unless terminated or extended (possible one year) by the Department in accordance with the terms of the contract.

The budget for this contract is dependent on six minimum events number of events being delivered and the services of a communications specialist to develop promotional materials, digital strategy and co-ordinated approach for launch of the main HNIP. We anticipate one event per month for the duration of the 8 month contract with six as a minimum (as two are optional and supplier-led).

The maximum budget for this project is £40,000 excluding VAT for an 8 month period. Initial commitment will be to undertake the first four month planning and reporting period by September to deliver the first three events by the end of December 2017.

Contractors should provide a full and detailed breakdown of costs (including options where appropriate). This should include staff (and day rate) allocated to specific tasks. Please see pricing schedule in annex A (page 28).

Cost will be a criterion against which bids which will be assessed.

Payments will be linked to the delivery of events and products and the quarterly reporting as outlined in the outputs above. They will be made, as agreed with contractor, either quarterly or post event delivery and payment schedule preferences should be detailed in the tender. Catering and venue hire should not be quoted as part of the costs in this bid as they are dependent on many variables such as number of delegates, location, event type etc. Please note that where possible in London events will be held in the BEIS conference Centre, under BEIS room hire arrangements (which may cut their cost). These will be discussed with the successful contractor(s) on a case-by-case basis. Please quote a day rate for event delivery and a fixed rate for the four month forward workstreams.

In submitting full tenders, contractors confirm in writing that the price offered will be held for a minimum of 60 calendar days from the date of submission. Any payment conditions applicable to the prime contractor must also be replicated with sub-contractors.

The Department aims to pay all correctly submitted invoices as soon as possible with a target of 10 days from the date of receipt and within 30 days at the latest in line with standard terms and conditions of contract.

# Evaluation of Tenders

Contractors are invited to submit full tenders of no more than 30 pages, excluding cover, contents pages, CVs, pricing schedules and declarations. Tenders will be evaluated by at least three BEIS staff.

BEIS will select the bidder that scores highest against the criteria and weighting listed below:

* **Conflict of interest:** pass/fail. See page 5 of the ITT for further information

**EVALUATION CRITERIA AND SCORING METHODOLOGY**

Tenders will be evaluated against two criteria:

* Quality (70% weighting), and
* Price (30% weighting), see pricing schedule in annex A (page 28).

Quality will further be broken down into three sub-criteria:

* Experience – experience of communications in the field of heat or heat networks and in one or more of the potential sponsor sectors (30% weighting)
* Development - experience in developing events, comms material and innovative approaches (20% weighting)
* Delivery - experience event delivery, administration and required geographical range (20% weighting)

|  |  |  |
| --- | --- | --- |
| Criterion | Description | Weighting |
| 01 | Quality of Tender 01 | 70% |
|  | 01a – Experience (30%) |  |
|  | 01b – Development (20%) |  |
|  | 01c – Delivery (20%) |  |
| 02 | Price | 30% |
|  | | 100% |

**Scoring Method**

Tenders will be scored against each of the criteria above, according to the extent to which they meet the requirements of the tender. The meaning of each score is outlined in the table below.

The total score will be calculated by applying the weighting set against each criterion, outlined above; the maximum number of marks possible will be 100. Should any contractor score 1 in any of the criteria, they will be excluded from the tender competition.

|  |  |
| --- | --- |
| **Score** | **Description** |
| 1 | Not Satisfactory: Proposal contains significant shortcomings and does not meet the required standard |
| 2 | Partially Satisfactory: Proposal partially meets the required standard, with one or more moderate weaknesses or gaps |
| 3 | Satisfactory: Proposal mostly meets the required standard, with one or more minor weaknesses or gaps. |
| 4 | Good: Proposal meets the required standard, with moderate levels of assurance |
| 5 | Excellent: Proposal fully meets the required standard with high levels of assurance |

**Scoring for Pricing Evaluation**

Price will be marked proportionate to the lowest price, with a maximum of 30 marks for price.

The lowest priced bid will receive the full 30 marks, all other bids will then be marked as a proportion of that cost, as per example below.

Proportionate Pricing scoring example

|  |  |  |
| --- | --- | --- |
| Supplier | Price | Marks |
| 1 (lowest bid) | £30,000 | 30 |
| 2 | £40,000 | 20 |
| 3 | £50,000 | 10 |

**Structure of Tenders**

Contractors are strongly advised to structure their tender submissions to cover each of the criteria above. Complete the price schedule attached at Annex A, specifying the daily rates (ex-VAT) you will charge for each level of your staff.

**Bid Clarification**

The Department reserves the right to award the contract based on applicants’ written evaluation only if one candidate emerges from the evaluation stage as significantly stronger than the others.

BEIS may invite all suppliers for bid clarification if they feel bid clarification should be carried out.

**Feedback**

Feedback will be given in September, following in the unsuccessful letters or emails in August.

**Section 3**

**Further Information on Tender Procedure**

Invitation to Tender for

Tender Reference Number: INSERT

Deadline for Tender Responses: 10:00 26 July 2017

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# Definitions

Please note that references to the "Department" throughout these documents mean The Department for Energy & Industrial Strategy.

The Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 (“EIR”) apply to the Department. You should be aware of the Department’s obligations and responsibilities under FOIA or EIR to disclose, on written request, recorded information held by the Department. Information provided in connection with this procurement exercise, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by the Department in response to such a request, unless the Department decides that one of the statutory exemptions under the FOIA or the exceptions in the EIR applies. If you wish to designate information supplied as part of this response as confidential, of if you believe that its disclosure would be prejudicial to any person’s commercial interests, you must provide clear and specific detail as to the precise information involved and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. Such designation alone may not prevent disclosure if in the Department’s reasonable opinion publication is required by applicable legislation or Government policy or where disclosure is required by the Information Commissioner or the First-tier Tribunal (Information Rights).

Additionally, the Government’s transparency agenda requires that tender documents (including ITTs such as this) are published on a designated, publicly searchable web site. The same applies to other tender documents issued by the Department (including the original advertisement and the pre-qualification questionnaire (if used)), and any contract entered into by the Department with its preferred supplier once the procurement is complete. By submitting a tender you agree that your participation in this procurement may be made public. The answers you give in this response will not be published on the transparency web site (but may fall to be disclosed under FOIA or EIR (see above)). Where tender documents issued by the Department or contracts with its suppliers fall to be disclosed the Department will redact them as it thinks necessary, having regard (inter alia) to the exemptions/exceptions in the FOIA or EIR.

# Data security

The successful tenderer must comply with the Data Protection Act (DPA) 1998 and any information collected, processed and transferred on behalf of *The Department*, and in particular personal information, must be held and transferred securely**. Contractors must provide assurances of compliance with the DPA and set out in their proposals details of the practices and systems they have in place for handling data securely including transmission between the field and head office and then to *BEIS***. Contractors will have responsibility for ensuring that they and any subcontractor who processes or handles information on behalf of *The Department* is conducted securely. The sorts of issues which must be addressed satisfactorily and described in contractors’ submissions include:

* procedures for storing both physical and system data;
* data back-up procedures;
* procedures for the destruction of physical and system data;
* how data is protected;
* data encryption software used;
* use of laptops and electronic removable media;
* details of person/s responsible for data security;
* policies for unauthorised staff access or misuse of confidential/personal data;
* policies for staff awareness and training of DPA;
* physical security of premises.
* How research respondents will be made aware of all potential uses of their data.

# Non-Collusion

No tender will be considered for acceptance if the contractor has indulged or attempted to indulge in any corrupt practice or canvassed the tender with an officer of BEIS. Section 4 contains a "Statement of non-collusion" (declaration 1); any breach of the undertakings covered under items 1 - 3 inclusive will invalidate your tender. If a contractor has indulged or attempted to indulge in such practices and the tender is accepted, then grounds shall exist for the termination of the contract and the claiming damages from the successful contractors. You must not:

* Tell anyone else what your tender price is or will be, before the time limit for delivery of tenders.
* Try to obtain any information about anyone else's tender or proposed tender before the time limit for delivery of tenders.
* Make any arrangements with another organisation about whether or not they should tender, or about their or your tender price.

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

**Section 4**

**Declarations to be submitted by the Tenderer**

Invitation to Tender for

Tender Reference Number: INSERT

Deadline for Tender Responses: INSERT by 10:00 26 July 2017

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# Declaration 1: Statement of non-collusion

To: The Department for Business, Energy & Industrial Strategy

1. We recognise that the essence of competitive tendering is that the Department will receive a bona fide competitive tender from all persons tendering. We therefore certify that this is a bona fide tender and that we have not fixed or adjusted the amount of the tender or our rates and prices included therein by or in accordance with any agreement or arrangement with any other person.

2. We also certify that we have not done and undertake not to do at any time before the hour and date specified for the return of this tender any of the following acts:

1. communicate to any person other than the Department the amount or approximate amount of our proposed tender, except where the disclosure, in confidence, of the approximate amount is necessary to obtain any insurance premium quotation required for the preparation of the tender;
2. enter into any agreement or arrangement with any other person that he shall refrain for submitting a tender or as to the amount included in the tender;
3. offer or pay or give or agree to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person doing or having done or causing or having caused to be done, in relation to any other actual or proposed tender for the contract any act, omission or thing of the kind described above.

3. In this certificate, the word “person” shall include any person, body or association, corporate or unincorporated; and “any agreement or arrangement” includes any such information, formal or informal, whether legally binding or not.

……………………………………………………………………………….….

Signature (duly authorised on behalf of the tenderer)

……….………………………………………………………………………….

Print name

…………………………………………………………….…………………….

On behalf of (organisation name)

…………………………………………………………………….…………….

Date

# Declaration 2: Form of Tender

To: The Department for Business, Energy & Industrial Strategy

1. Having considered the invitation to tender and all accompanying documents

(including without limitation, the terms and conditions of contract and the Specification) we confirm that we are fully satisfied as to our experience and ability to deliver the goods/services in all respects in accordance with the requirements of this invitation to tender.

2. We hereby tender and undertake to provide and complete all the services required to be performed in accordance with the terms and conditions of contract and the Specification for the amount set out in the Pricing Schedule.

3. We agree that any insertion by us of any conditions qualifying this tender or any unauthorised alteration to any of the terms and conditions of contract made by us may result in the rejection of this tender.

4. We agree that this tender shall remain open to be accepted by the Department for 8 weeks from the date below.

5. We understand that if we are a subsidiary (within the meaning of section 1159 of (and schedule 6 to) the Companies Act 2006) if requested by the Department we may be required to secure a Deed of Guarantee in favour of the Department from our holding company or ultimate holding company, as determined by the Department in their discretion.

6. We understand that the Department is not bound to accept the lowest or any tender it may receive.

7. We certify that this is a bona fide tender.

…………………………………………………………………………........

Signature (duly authorised on behalf of the tenderer)

…………………………………………………………………………………

Print name

………………………………………………………………………….

On behalf of (organisation name)

………………………………………………………………………….

Date

# Declaration 3: Conflict of Interest

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

Signed …………………………………….

Name …………………………………….

Position …………………………………….

***OR***

I wish to declare the following with respect to personal or professional interests related to relevant organisations\*;

* X
* X

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

* X
* X

Signed …………………………………….

Name …………………………………….

Position …………………………………….

Please complete this form and return this with your ITT documentation - Nil returns **are** required.

**\*** These may include (but are not restricted to);

* A professional or personal interest in the outcome of this research
* For evaluation projects, a close working, governance, or commercial involvement in the project under evaluation
* Current or past employment with relevant organisations
* Payment (cash or other) received or likely to be received from relevant organisations for goods or services provided (Including consulting or advisory fees)
* Gifts or entertainment received from relevant organisations
* Shareholdings (excluding those within unit trusts, pension funds etc) in relevant organisations
* Close personal relationship or friendships with individuals employed by or otherwise closely associated with relevant organisations

***All of the above apply both to the individual signing this form and their close family / friends / partners etc.***

If your situation changes during the project in terms of interests or conflicts, you must notify the Department straight away.

A DECLARATION OF INTEREST WILL NOT NECESSARILY MEAN THE INDIVIDUAL OR ORGANISATION CANNOT WORK ON THE PROJECT; BUT IT IS VITAL THAT ANY INTEREST OR CONFLICT IS DECLARED SO IT CAN BE CONSIDERED OPENLY.

# Declaration 4: Questions for tenderers

In some circumstances the Department is required by law to exclude you from participating further in a procurement. If you cannot answer ‘no’ to every question in this section it is very unlikely that your application will be accepted, and you should contact us for advice before completing this form.

Please state ‘Yes’ or ‘No’ to each question.

|  |  |
| --- | --- |
| **Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?** | **Answer** |
| 1. conspiracy within the meaning of [section 1](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%251%25sect%251%25num%251977_45a%25&risb=21_T12077301839&bct=A&service=citation&A=0.2630909849289865) or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA; |  |
| 1. corruption within the meaning of [section 1](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%251%25sect%251%25num%251889_69a%25&risb=21_T12077301839&bct=A&service=citation&A=0.774070316337072)(2) of the Public Bodies Corrupt Practices Act 1889 or [section 1](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%251%25sect%251%25num%251906_34a%25&risb=21_T12077301839&bct=A&service=citation&A=0.24433813672949012) of the Prevention of Corruption Act 1906; where the offence relates to active corruption; |  |
| 1. the offence of bribery, where the offence relates to active corruption; |  |
| 1. bribery within the meaning of section 1 or 6 of the Bribery Act 2010; |  |
| 1. fraud, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities, within the meaning of: |  |
| 1. the offence of cheating the Revenue; |  |
| 1. the offence of conspiracy to defraud; |  |
| 1. fraud or theft within the meaning of the [Theft Act 1968](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23num%251968_60a_Title%25&risb=21_T12077301839&bct=A&service=citation&A=0.35766330215827113), the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978; |  |
| 1. fraudulent trading within the meaning of [section 458](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%25458%25sect%25458%25num%251985_6a%25&risb=21_T12077301839&bct=A&service=citation&A=0.5972529271560607) of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006; |  |
| 1. fraudulent evasion within the meaning of section 170 of the [Customs and Excise Management Act 1979](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23num%251979_2a_Title%25&risb=21_T12077301839&bct=A&service=citation&A=0.22540552446837803)  [or section 72 of the Value Added Tax Act 1994](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23num%251994_23a_Title%25&risb=21_T12077301839&bct=A&service=citation&A=0.9838628229561671); |  |
| 1. an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; |  |
| 1. destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of [section 20](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%2520%25sect%2520%25num%251968_60a%25&risb=21_T12077301839&bct=A&service=citation&A=0.5036676212568264) of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; |  |
| 1. fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or |  |
| 1. making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006; |  |
| 1. money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002; |  |
| 1. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; or |  |
| 1. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or |  |
| 1. any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State. |  |

**Annex A: Pricing Schedule**

**Part A – Staff/project team charges**

|  |
| --- |
|  |
| Expenses – include a day rate and how travel to events will be calculated |  |

**Quarterly fixed workstreams**

To include the forward plan/calendar of events; event briefs; attending meetings, both teleconference and face-face; evaluation of events; LA survey data; and quarterly report containing relevant above information. We anticipate a fixed charge for these costs; if you are proposing a different approach please provide details and justification.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **\*Name and Grade/level of staff (include CV in annex)** | **Daily rate**  **(ex VAT)** | **Tasks to be undertaken on this project** | **No. days for each task in the Quarter (fixed costs)** | **Total price offered per staff member** |
|  | £ |  |  | £ |
|  | £ |  |  | £ |
|  | £ |  |  | £ |
|  | £ |  |  | £ |
|  | £ |  |  | £ |
| **Sub-total** | | |  | **£** |

**Event delivery**

These are anticipated costs. We expect event costs to be charged based on the time required as a day rate. The event brief will set out the requirements for each event (see specification on page 8)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **\* Name and Grade/level of staff (include CVs in annex)** | **Daily rate**  **(ex VAT)** | **Tasks to be undertaken on this project** | **No. days expected for one day workshop** | **Total price offered per staff member** |
|  | £ |  |  | £ |
|  | £ |  |  | £ |
|  | £ |  |  | £ |
|  | £ |  |  | £ |
|  | £ |  |  | £ |
| **Sub-total** | | |  | **£** |

[\*Suppliers should also include sub-contractors where these are known]

Catering and venue hire should not be quoted as part of the costs in this bid as they are dependent on many variables such as number of delegates, location, event type etc. These will be discussed with the successful contractor(s) on a case-by-case basis, where they will form part of the overall contract costs. In this bid please quote for Quarterly Fixed Workstream costs and a day rate for Event Delivery, plus any potential estimated non-staff/project team charges.

**Part B – Professional communications products**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **No. of items** | **Price per item**  **(ex VAT)** | **Total price per offered** |
|  |  | £ | £ |
|  |  | £ | £ |
|  |  | £ | £ |
|  |  | £ | £ |
|  |  | £ | £ |
| **Sub-total** | | | **£** |

**Part C – Full price offered**

|  |  |
| --- | --- |
| **Sub-total (Part A + Part B)** | **£** |
| **VAT** | **£** |
| **TOTAL (Sub-total + VAT)** | **£** |

At present there is £40K allocated for communications spend for the Heat Networks Investment Project in 2017/18. This is planned to be spent on a mixture of event costs (venue hire where not possible / appropriate to host at 1 Victoria Street and catering) and specialist communications support to:

* Regional application training workshops (outsourced) x3 (12K)
* Optional events X 2 (£2K)
* Stakeholder events in London x3 (6K) where possible using BEIS Conference Centre as a venue
* Design for promotional materials (20K)

**Breakdown of costs:**

Events hosted at BEIS have been attributed a budget of 2K per event. The catering is expected to cost £700-1120 excl. VAT for an event for 50-80 people and £800 budget for specialist / consultant fees (eg speakers, event documentation).

An additional three regional workshops could be outsourced, increasing the geographical reach (budget £12K) as we would estimate £4,000 per event (although this could vary, depending on the type of event).

The budget for a professional specialist comms resource to develop promotional materials for the HNIP launch is £20K