

# Invitation to Quote

**Invitation to Quote (ITQ) on behalf of Pubs Code Adjudicator**

**Subject: PCA Communications Programme**

**Sourcing Reference Number: GSS23415**

## Table of Contents

Section	Content
1	<a href="#"><u>About UK Shared Business Services Ltd.</u></a>
2	<a href="#"><u>About the Contracting Authority</u></a>
3	<a href="#"><u>Working with the Contracting Authority.</u></a>
4	<a href="#"><u>Specification</u></a>
5	<a href="#"><u>Evaluation model</u></a>
6	<a href="#"><u>Evaluation questionnaire</u></a>
7	<a href="#"><u>General Information</u></a>

Appendix to specification - Annex A - Senario

## 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 Contracting Authorities improve efficiency, generate savings and modernise.

It is our vision to become the leading service provider for the Contracting Authorities of shared business services in the UK public sector, continuously reducing cost and improving quality of business services for Government and the public sector.

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

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

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

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

### Our Customers

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

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

### **Privacy Statement**

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

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

- We will keep your data safe and private.

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

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

### **Privacy Notice**

For details on how the Contracting Authority protect and process your personal data please follow the link below:

<https://www.gov.uk/government/publications/pubs-code-adjudicator-data-protection-policy-and-privacy-notice-july-2017>

## Section 2 – About the Contracting Authority

### **Pubs Code Adjudicator**

The Pubs Code Adjudicator (PCA) is the independent regulator responsible for enforcing the statutory [Pubs Code](#) (the Code). The Code regulates the relationship between all pub companies (referred to as pub-owning businesses in the Code) owning 500 or more tied pubs in England and Wales and their tied tenants. Tied tenants are those that are obliged to purchase beer from their landlord. They may be tied for other products and services too.

The pub companies currently covered by the Code are:

- Admiral Taverns Limited
- Stonegate (trading name of Ei Group Limited)
- Greene King Limited
- Marston's PLC
- Punch Taverns Limited
- Star Pubs & Bars Limited

The Code has two over-arching principles – to ensure:

1. fair and lawful dealing by pub companies in relation to their tied tenants
2. that individual tied tenants should not be worse off than they would be if they were free of the tie (the 'no worse off' principle).

The Code imposes (among others) information and transparency obligations on the pub companies. An important element of the Code is the introduction of the option for tied tenants in certain circumstances to request a [Market Rent Only \(or MRO\) option](#) to go 'free of tie'.

The PCA has published a series of factsheets on the Code on its website which can be accessed [here](#).

The PCA is sponsored by the [Department for Business & Trade](#).

## Section 3 – Working with the Contracting Authority

In this section you will find details of your Procurement contact point and the timescales relating to this opportunity.

Section 3 – Contact details		
3.1.	Contracting Authority Name and address	<b>Pubs Code Adjudicator</b> 4 <sup>th</sup> Floor 23 Stephenson Street Birmingham B2 4BJ
3.2.	Buyer name	Liz Vincent
3.3.	Buyer contact details	Coreservices@uksbs.co.uk
3.4.	Maximum value of the Opportunity	The maximum contract value is £100,000.00 excluding VAT.  For avoidance of doubt the value of this contract should the full 2 years be utilised would be £100,000.00 which is made up of £50,000.00 for year 1 with a further £50,000.00 for optional year 2 subject to budgetary approval.
3.5.	Process for the submission of clarifications and Bids	<b>All correspondence shall be submitted within the Messaging Centre of the Jaggaer eSourcing portal. Guidance on how to obtain support on using the Jaggaer eSourcing portal can be found in Section 7.25. Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid <u>not</u> being considered, unless formally advised to do so by UKSBS.</b>

Section 3 - Timescales		
3.6.	Date of Issue of Contract Advert on Contracts Finder	Thursday, 31 August 2023 14:00
3.7.	Latest date / time ITQ clarification questions shall be received through the Jaggaer eSourcing Portal	Tuesday, 12 September 2023 14:00
3.8.	Latest date / time ITQ clarification answers should be sent to all Bidders by the Buyer through the Jaggaer eSourcing Portal	Thursday, 14 September 2023
3.9.	Latest date and time ITQ Bid shall be submitted through the Jaggaer eSourcing Portal ( <b>the Deadline</b> )	Thursday, 21 September 2023 14:00
3.10.	Anticipated notification date of successful and unsuccessful Bids	Tuesday, 10 October 2023

3.11.	Anticipated Contract Award date	Tuesday, 10 October 2023
3.12.	Anticipated Contract Start date	Wednesday, 18 October 2023
3.13.	Anticipated Contract End date	Thursday 17 <sup>th</sup> October 2024 (With the option to extend for a further year until Friday 17 <sup>th</sup> October 2025 subject to budgetary approval (1+1))
3.14.	Bid Validity Period	90 Days

## Section 4 – Specification

### 1. Introduction

The Pubs Code Adjudicator (PCA) is looking to strengthen its strategic communications capacity and expertise to meet its objectives outlined in its 3-year strategy published in August 2022, setting out its short, medium and long term priorities.

The PCA aims to increase tied tenant knowledge of the Pubs Code and confidence in using their rights. This involves translating legal language into plain English and delivering information in an accessible manner for a lay audience. We aim to increase awareness amongst tied tenants of their Code rights and show how those rights have been used by tied tenants to encourage others to do so, utilising the tenant voice where possible. We want to build trust with tied tenants in the PCA as a regulator, including to regulate independently of government and the pub-owning businesses.

Expanding stakeholder engagement to include roundtables and other innovative ways to engage on cross industry issues is also a key aim.

### 2. Aims & Objectives

To ensure effective compliance with the Pubs Code and build tied tenant confidence to use their rights by promoting the Pubs Code and Pubs Code Adjudicator's work through strategic communications, branding, events, engagement, and media handling.

### 3. Objectives

#### **Outcome goals**

To increase:

- Awareness of and familiarity with the Pubs Code amongst tied tenants (to be monitored through the PCA's annual tied tenant survey)
- Trust in the PCA to regulate independently of UK government and the regulated pub-owning businesses (to be monitored through the PCA's annual tied tenant survey)
- Awareness of the Pubs Code Adjudicator's work across the wider industry
- Awareness of how pub-owning businesses are complying with the Pubs Code and best practice
- Tied tenant engagement to enable the PCA to understand their experiences and needs
- Tied tenant use of (and confidence to exercise) their Pubs Code rights

#### **Business/ brand/ channel objectives**

- Build trust and confidence in the PCA as an independent, knowledgeable, clear, and effective regulator
- Increase social media engagement/reach and website usage, particularly amongst tied tenants and industry professionals
- Provide accessible information for tied tenants in an engaging and relatable way, such as through bitesize information, videos, stories, and journey maps
- Use the tied tenant voice to raise awareness of Pubs Code rights and increase confidence in using those rights

### 4. Background to the Requirement

#### **Outline of the policy context**



After the government deemed that self-regulation had not made sufficient progress, and with a perceived imbalance of power, the statutory Pubs Code was introduced in 2016 to regulate the relationship between large pub-owning businesses owning 500 or more tied pubs in England and Wales and their tied tenants. The Code includes dispute resolution and enforcement by an independent Adjudicator.

The Pubs Code includes (amongst other rights) an important right to break the tie at certain points in the tenancy, called the Market Rent Only (MRO) option. Tenants can also use the MRO option to compare a free of tie deal to their tied offer at rent review, even if they have no intention of going free of tie. This is an important way in which they can check they are no worse off as a tied tenant than being free of tie. However, in the 2023 tied tenant survey, six years on from when the Code was introduced, 36% of respondents were unfamiliar with this right to MRO.

## Research

In 2020/21 the PCA commissioned independent research into Pubs Code communications with the aim of discovering:

- The awareness of the PCA among tied tenants
- The views of tied tenants who have not previously engaged in research
- How the PCA can provide a better understanding of what the Code can do for tied tenants
- What tied tenants want to know and how
- What the most effective ways are to interact with tied tenants
- What the barriers are to tied tenants engaging with the PCA

The report was issued in March 2021 detailing the findings and recommendations from the discovery user research exercise undertaken by Hive IT.

The PCA conducts an annual tied tenant survey through research company, Ipsos (except for 2020 and 2021 where the surveys were not carried out due to the pandemic). The results of the tied tenant survey for 2023 are available on the PCA's website [here](#).

Relevant findings from the 2023 survey, in which 1200 tied tenants of the regulated pub-owning businesses were interviewed are:

- 84% have ever read, seen or heard anything in relation to Pubs Code
- 78% are aware of the Pubs Code
- 54% are aware of the PCA
- 57% trust the PCA to regulate the pubs industry independently of the pub-owning businesses
- 56% trust the PCA to regulate the pubs industry independently of the UK government
- 75% have not visited the PCA website in the past 12 months

## Previous communications activity

The PCA has attended industry trade shows, such as Northern Restaurant & Bar (March 2022 and 2023) and the Pub22 Show (March 2022). The PCA also held its own event for the first time in an historic pub in Manchester in March 2022 to coincide with the Northern Restaurant & Bar show. In June 2023, the PCA held a roundtable event in a Central London pub to launch the results of its annual tenant survey and was joined by pub-owning businesses, trade bodies and media. Attendance at other industry events includes

those run by the British Institute of Innkeeping and the Society of Independent Brewers.

The PCA writes a monthly column for the Morning Advertiser and has participated in their Lock-in podcast in June 2022 talking about the ongoing impact of the Pubs Code.

The PCA has four social media channels (and is open to considering others):

X (formerly Twitter): 943 followers  
 Facebook: 179 followers  
 LinkedIn: 83 followers  
 YouTube: 7 subscribers (limited posting)

### **Audience data**

Circa 8,000 tied tenants across six regulated pub-owning businesses.

### **Current audience insight**

Tied tenants are busy people running businesses that are open outside office hours and as such they can be a hard-to-reach audience. Most tied tenants operate a single pub (88% of respondents in the last tied tenant survey).

Demographics from our last survey show 7 in 10 respondents were 45 years or older, 61% were male and 95% were of white ethnicity. 1 in 10 reported having a disability or long term illness.

### **Customer journey**

The PCA offers an enquiry service, which can be accessed by a call back request, email, or enquiry form on the website. The PCA also has a statutory arbitration service, which is managed by the Chartered Institute of Arbitrators on the PCA's behalf. In most cases, the PCA appoints external arbitrators to allow the PCA to focus on its regulatory functions.

Stakeholders and influencers include:

- Tenant representatives and campaigners such as the British Institute of Innkeeping (including their accredited advisor panel); UK Hospitality; Licensees Association; Campaign for Pubs; British Pub Confederation; Pubs Advisory Service.
- Regulated pub-owning businesses and their trade body, the British Beer and Pub Association.
- Industry media and commentators such as the Morning Advertiser, Propel, Big Hospitality.
- Professional bodies and other professionals such as Chartered Institute of Arbitrators and the Pubs Code panel of arbitrators (appointed by the PCA); Royal Institution of Chartered Surveyors; tied tenant and pub-owning business representatives such as surveyors, lawyers, accountants and business consultants.
- Department for Business & Trade as the PCA's sponsorship department.

### **5. Scope**

The PCA is a small team of circa 10 staff, internal capacity is therefore sensitive to change. Funding of the PCA is through a levy on pub-owning businesses which is set annually and subject to approval by the Secretary of State.

Any or all of the listed services required may be in scope, delivery to be agreed with the supplier as business needs arise over the duration of the contract. This is anticipated to be predominantly supporting the PCA to deliver proactive initiatives around its tenant communications and engagement objectives, including maximising opportunities presented by the PCA's new website (procured separately). Press office advice and support may be sought at short notice, although this is expected to be infrequent.

Bidders are required to disclose if they are currently working for one or more of the regulated pub-owning businesses or anticipated to be in the next 12 months.

## 6. Requirement

Mandatory priority on contract award:

Development of PCA's brand identity and visual content creation in conjunction with new PCA website (website development services are being procured separately). The PCA has an exemption to develop a new website independently of gov.uk, which hosts its existing website. <https://www.gov.uk/government/organisations/pubs-code-adjudicator>

Services to be available with deliverables to be agreed:

- Social media communications and content strategy to increase engagement across the PCA's channels
- Identification of case studies and advocates to tell engaging stories about the use of their Pubs Code rights and the regulated relationship between pub-owning businesses and tied tenants
- Event organisation/management, and identification of opportunities for event attendance and speaker slots
- Identification of opportunities for strategic partnership working with stakeholders (including regulated pub-owning businesses) to promote the Pubs Code and PCA's work
- Support with hosting webinars, virtual conferences etc
- Press release writing/distribution and identification of opportunities for articles, opinion pieces etc
- Research and insights into PCA communications and industry perceptions to support strategic planning
- Visual content creation to engage a hard-to-reach audience
- Support for communications campaigns
- Press office support
- Media training

## 7. Timetable

Brand development and visual content creation to be provided in conjunction with website development (currently timetabled for October 2023 to March 2024).

## **Terms and Conditions**

The total maximum contract value including all optional extensions is £100,000.00 excluding VAT.

The initial contract duration of one year with the option to extend for one further year (1+1)

For avoidance of doubt:

The initial contract duration of one year shall have a maximum budget available of up to £50,000.00 excluding VAT.

The option to extend for a further year has a maximum budget of £50,000.00 excluding VAT, subject to budgetary approval.

All rates submitted within AW5.2 Pricing Schedule shall remain firm and fixed for the full term of the Contract (October 2023 –October 2025).

**Security requirements** – it is expected that all supplier staff assigned to the PCA's work should, as a minimum, be cleared to Baseline Personnel Security Standard (BPSS).

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

#### Annex A – Scenario this is to be used for AW5.2 Price Schedule

**Hypothetical scenario for pricing purposes.** Working to a maximum budget of £30,000.00 excluding VAT:

PCA requires you to plan, arrange and facilitate an annual conference to raise awareness of the Pubs Code, current compliance issues and priorities of the PCA. Desired attendees include regulated pub-owning businesses, tied tenants, trade bodies, media, and industry commentators and you will need to publicise the event and maximise the numbers attending. This will include advising the PCA how best to promote the event across its social media channels and creating content to support this. The PCA would like this to run as a half-day hybrid event with in-person attendance in London (with capacity of circa 40 people) and availability to join online. We will require you to source venue options to ensure the PCA receives value for money (cost of venue to be paid directly by the PCA). You will need to draft and distribute a press release for the event and explore opportunities for media interviews with the PCA.

The PCA would also like to show short videos at the event to bring the Code to life, such as tenants talking about their rights under the Code. We will therefore require you to find suitable tenants and manage the end-to-end process to include all arrangements, filming, and editing. The PCA also requires photos of tied tenants and pubs for use across its website and other products.

The PCA also wants to launch its rebranding at the annual conference. You will need to assist the PCA in developing a new logo and colour palette, which we could roll out across our new website. We will require you to conduct research or other forms of engagement so we can understand stakeholder perceptions and expectations of the PCA, particularly the views of tied tenants

## Section 5 – Evaluation of Bids

The evaluation model below shall be used for this ITQ, which will be determined to two decimal places.

Where a question is 'for information only' it will not be scored.

The evaluation team may comprise staff from UK SBS and the Contracting Authority and any specific external stakeholders the Contracting Authority deems required.

To maintain a high degree of rigour in the evaluation of your bid, a process of commercial moderation will be undertaken to ensure consistency by all evaluators.

After evaluation and if required moderation scores will be finalised by performing a calculation to identify (at question level) the mean average of all evaluators (Example – a question is scored by three evaluators and judged as scoring 5, 5 and 6. These scores will be added together and divided by the number of evaluators to produce the final score of 5.33 ( $5+5+6=16 \div 3 = 5.33$ ))

Pass / Fail criteria		
Evaluation Envelope	Q No.	Question subject
Qualification	SEL1.2	Employment breaches/ Equality
Qualification	SEL1.3	Compliance to Section 54 of the Modern Slavery Act
Qualification	SEL1.10	Information security requirements
Qualification	SEL2.12	General Data Protection Regulations (GDPR) Act and Data Protection Act 2018
Qualification	FOI1.1	Freedom of Information
Qualification	AW1.1	Form of Bid
Qualification	AW1.3	Certificate of Bona Fide Bid
Qualification	AW3.1	Validation check
Qualification	AW3.2	Conflict of Interest Declaration
Qualification	AW3.2.1	Conflict of Interest Declaration Supporting Information
Qualification	AW4.1	Compliance to the Contract Terms
Qualification	AW4.2	Changes to the Contract Terms
Qualification	AW4.3	Contracts with suppliers from Russia or Belarus
Commercial	AW5.3	Price
Commercial	AW5.4	Maximum Contract Value
Technical	AW6.1	Compliance to the Specification
Technical	AW6.2	Variable Bids
-	-	Invitation to Quote response received on time within the Jaggaer eSourcing Portal
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of any of the Award stage scoring methodology or Mandatory pass / fail criteria.	

## Scoring criteria

### Evaluation Justification Statement

In consideration of this particular requirement the Contracting Authority has decided to evaluate Potential Providers by adopting the weightings / scoring mechanism detailed within this ITQ. The Contracting Authority considers these weightings to be in line with existing best practice for a requirement of this type.

Evaluation Envelope	Q No.	Question subject	Maximum Marks	
			Overall	Breakdown
Commercial	AW5.1	Price	20%	20%
Technical	PROJ1.1	Understanding	80%	25%
Technical	PROJ1.2	Methodology		30%
Technical	PROJ1.3	Capability to Deliver		25%

## Evaluation of criteria

### Non-Commercial Elements

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

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

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

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

The same logic will be applied to groups of questions which equate to a single evaluation criterion.

The 0-100 score shall be based on (unless otherwise stated within the question):

0	The Question is not answered, or the response is completely unacceptable.
10	Extremely poor response – they have completely missed the point of the question.
20	Very poor response and not wholly acceptable. Requires major revision to the response to make it acceptable. Only partially answers the requirement, with major deficiencies and little relevant detail proposed.
40	Poor response only partially satisfying the question requirements with deficiencies apparent. Some useful evidence provided but response falls well short of expectations. Low probability of being a capable supplier.
60	Response is acceptable but remains basic and could have been expanded upon. Response is sufficient but does not inspire.
80	Good response which describes their capabilities in detail which provides high levels of assurance consistent with a quality provider. The response includes a full description of techniques and measurements currently employed.

100	Response is exceptional and clearly demonstrates they are capable of meeting the requirement. No significant weaknesses noted. The response is compelling in its description of techniques and measurements currently employed, providing full assurance consistent with a quality provider.
-----	--

All questions will be scored based on the above mechanism. 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 60  
 Evaluator 3 scored your bid as 40  
 Evaluator 4 scored your bid as 40  
 Your final score will  $(60+60+40+40) \div 4 = 50$

Once the above evaluation process has been undertaken and the scores are apportioned by evaluator(s) this will then be subject to an independent commercial review and moderation meeting, if required by the commercial lead, any and all changes will be formally recorded relative to the regulatory obligations associated with this procurement, so as to ensure that the procurement has been undertaken in a robust and transparent way.

**Commercial Elements** will be evaluated on the following criteria.

The lowest price for a response which meets the pass criteria shall score 100. All other bids shall be scored on a pro rata basis in relation to the lowest price. The score is then subject to a multiplier to reflect the percentage value of the Commercial 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  $(80/100 \times 50 = 40)$

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

This evaluation criteria will therefore not be subject to any averaging, as this is a mathematical scoring criterion, but will still be subject to a commercial review.

## Evaluation process

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

Stage	Summary of activity
-------	---------------------

Receipt and Opening	<ul style="list-style-type: none"> <li>ITQ logged upon opening in alignment with UK SBS's procurement procedures.</li> <li>Any ITQ Bid received after the closing date will be rejected unless circumstances attributed to UK SBS, the Contracting Authority or the eSourcing Portal beyond the bidder control are responsible for late submission.</li> </ul>
Compliance check	<ul style="list-style-type: none"> <li>Check all Mandatory requirements are acceptable to the Contracting Authority.</li> <li>Unacceptable Bids maybe subject to clarification by the Contracting Authority or rejection of the Bid.</li> </ul>
Scoring of the Bid	<ul style="list-style-type: none"> <li>Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the criteria.</li> </ul>
Clarifications	<ul style="list-style-type: none"> <li>The Evaluation team may require written clarification to Bids</li> </ul>
Re - scoring of the Bid and Clarifications	<ul style="list-style-type: none"> <li>Following Clarification responses, the Evaluation team reserve the right to independently re-score the Bid and Clarifications and provide a commentary of their re-scoring justification against the Evaluation criteria.</li> </ul>
Moderation meeting (if required to reach an award decision)	<ul style="list-style-type: none"> <li>To review the outcomes of the Commercial review</li> <li>To agree final scoring for each Bid, relative rankings of the Bids</li> <li>To confirm contents of the feedback letters to provide details of scoring and relative and proportionate feedback on the unsuccessful Bidders response.</li> </ul>
Due diligence of the Bid	<ul style="list-style-type: none"> <li>the Contracting Authority may request the following requirements at any stage of the Procurement: <ul style="list-style-type: none"> <li>Submission of insurance documents from the Bidder</li> <li>Request for evidence of documents / accreditations referenced in the / Invitation to Quote response / Bid and / or Clarifications from the Bidder</li> <li>Taking up of Bidder references from the Bidders Customers.</li> <li>Financial Credit check for the Bidder</li> </ul> </li> </ul>
Validation of unsuccessful Bidders	<ul style="list-style-type: none"> <li>To confirm contents of the letters to provide details of scoring and meaningful feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.</li> </ul>

## Section 6 – Evaluation Response Questionnaire

Bidders should note that the evaluation response questionnaire is located within the **Jaggaer eSourcing Portal**.

Guidance on how to register and use the Jaggaer eSourcing portal is available at

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

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



## Section 7 – General Information

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

#### DO:

- 7.1 Do comply with Procurement document instructions. Failure to do so may lead to disqualification.
- 7.2 Do provide the Bid on time, and in the required format. Remember that the date / time given for a response is the last date that it can be accepted; we are legally bound to disqualify late submissions. Responses received after the date indicated in the Section 3 of the ITQ shall not be considered by the Contracting Authority, unless the Bidder can justify that the reason for the delay is solely attributable to the Contracting Authority
- 7.3 Do ensure you have read all the training materials to utilise the eSourcing portal prior to responding to this Bid. If you send your Bid by email or post it will be rejected.
- 7.4 Do use Microsoft Word, PowerPoint Excel 97-03 or compatible formats, or PDF unless agreed in writing by the Buyer. If you use another file format without our written permission, we may reject your Bid.
- 7.5 Do ensure you utilise the Jaggaer eSourcing messaging system to raise any clarifications to our ITQ. You should note that we will release the answer to the question to all Bidders and where we suspect the question contains confidential information, we may modify the content of the question to protect the anonymity of the Bidder or their proposed solution
- 7.6 Do answer the question, it is not enough simply to cross-reference to a 'policy', web page or another part of your Bid, the evaluation team have limited time to assess bids and if they can't find the answer, they can't score it.
- 7.7 Do consider who the Contracting Authority is and what they want – a generic answer does not necessarily meet every Contracting Authority's needs.
- 7.8 Do reference your documents correctly, specifically where supporting documentation is requested e.g. referencing the question/s they apply to.
- 7.9 Do provide clear, concise and ideally generic contact details; telephone numbers, e-mails.
- 7.10 Do complete all questions in the evaluation response questionnaire or we may reject your Bid.
- 7.11 Do ensure that the Response and any documents accompanying it are in the English Language, the Contracting Authority reserve the right to disqualify any full or part responses that are not in English.
- 7.12 Do check and recheck your Bid before dispatch.

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

### DO NOT

- 7.13 Do not cut and paste from a previous document and forget to change the previous details such as the previous buyer's name.
- 7.14 Do not attach 'glossy' brochures that have not been requested, they will not be read unless we have asked for them. Only send what has been requested and only send supplementary information if we have offered the opportunity so to do.
- 7.15 Do not share the Procurement documents, they are confidential and should not be shared with anyone without the Buyers written permission.
- 7.16 Do not seek to influence the procurement process by requesting meetings or contacting UK SBS or the Contracting Authority to discuss your Bid. If your Bid requires clarification the Buyer will contact you. All information secured outside of formal Buyer communications shall have no Legal standing or worth and should not be relied upon.
- 7.17 Do not contact any UK SBS staff or the Contracting Authority staff without the Buyers written permission or we may reject your Bid.
- 7.18 Do not collude to fix or adjust the price or withdraw your Bid with another Party as we will reject your Bid.
- 7.19 Do not offer UK SBS or the Contracting Authority staff any inducement or we will reject your Bid.
- 7.20 Do not seek changes to the Bid after responses have been submitted and the deadline for Bids to be submitted has passed.
- 7.21 Do not cross reference answers to external websites or other parts of your Bid, the cross references and website links will not be considered.
- 7.22 Do not exceed word counts, the additional words will not be considered.
- 7.23 Do not make your Bid conditional on acceptance of your own Terms of Contract, as your Bid will be rejected.
- 7.24 Do not unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority send your response by any way other than via the Jaggaer eSourcing portal. Responses received by any other method than requested will not be considered for the opportunity.

## Some additional guidance notes

- 7.25 All enquiries with respect to access to the eSourcing portal and problems with functionality within the portal must be submitted to Jaggaer eSourcing Helpdesk

**Phone** 08000 698 632

**Email** [customersupport@jaggaer.com](mailto:customersupport@jaggaer.com)

Please note; Jaggaer is a free self-registration portal. Bidders can complete the online registration at the following link:

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

- 7.26 Bidders will be specifically advised where attachments are permissible to support a question response within the eSourcing portal. Where they are not permissible any attachments submitted will not be considered as part of the evaluation process.
- 7.27 Question numbering is not sequential and all questions which require submission are included in the Section 6 Evaluation Response Questionnaire.
- 7.28 Any Contract offered may not guarantee any volume of work or any exclusivity of supply.
- 7.29 We do not guarantee to award any Contract as a result of this procurement
- 7.30 All documents issued or received in relation to this procurement shall be the property of the Contracting Authority / UK SBS.
- 7.31 We can amend any part of the procurement documents at any time prior to the latest date / time Bids shall be submitted through the Jaggaer eSourcing Portal.
- 7.32 If you are a Consortium you must provide details of the Consortiums structure.
- 7.33 Bidders will be expected to comply with the Freedom of Information Act 2000, or your Bid will be rejected.
- 7.34 Bidders should note the Government's transparency agenda requires your Bid and any Contract entered into to be published on a designated, publicly searchable web site. By submitting a response to this ITQ Bidders are agreeing that their Bid and Contract may be made public
- 7.35 Your bid will be valid for 90 days or your Bid will be rejected.
- 7.36 Bidders may only amend the contract terms during the clarification period only, only if you can demonstrate there is a legal or statutory reason why you cannot accept them. If you request changes to the Contract terms without such grounds and the Contracting Authority fail to accept your legal or statutory reason is reasonably justified, we may reject your Bid.
- 7.37 We will let you know the outcome of your Bid evaluation and where requested will provide a written debrief of the relative strengths and weaknesses of your Bid.

- 7.38 If you fail mandatory pass / fail criteria we will reject your Bid.
- 7.39 Bidders are required to use IE8, IE9, Chrome or Firefox in order to access the functionality of the Jaggaer eSourcing Portal.
- 7.40 Bidders should note that if they are successful with their proposal the Contracting Authority reserves the right to ask additional compliance checks prior to the award of any Contract. In the event of a Bidder failing to meet one of the compliance checks the Contracting Authority may decline to proceed with the award of the Contract to the successful Bidder.
- 7.41 All timescales are set using a 24-hour clock and are based on British Summer Time or Greenwich Mean Time, depending on which applies at the point when Date and Time Bids shall be submitted through the Jaggaer eSourcing Portal.
- 7.42 All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.

For these purposes, the Contracting Authority may disclose within Government any of the Bidders documentation/information (including any that the Bidder considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Bidder to the Contracting Authority during this Procurement. The information will not be disclosed outside Government. Bidders taking part in this ITQ consent to these terms as part of the competition process.

- 7.43 The Government revised its Government Security Classifications (GSC) classification scheme on the 2<sup>nd</sup> April 2014 to replace the previous Government Protective Marking System (GPMS). A key aspect of this is the reduction in the number of security classifications used. All Bidders are encouraged to make themselves aware of the changes and identify any potential impacts in their Bid, as the protective marking and applicable protection of any material passed to, or generated by, you during the procurement process or pursuant to any Contract awarded to you as a result of this tender process will be subject to the new GSC. The link below to the Gov.uk website provides information on the new GSC:

<https://www.gov.uk/government/publications/government-security-classifications>

The Contracting Authority reserves the right to amend any security related term or condition of the draft contract accompanying this ITQ to reflect any changes introduced by the GSC. In particular where this ITQ is accompanied by any instructions on safeguarding classified information (e.g. a Security Aspects Letter) as a result of any changes stemming from the new GSC, whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies or otherwise. This may relate to the instructions on safeguarding classified information (e.g. a Security Aspects Letter) as they apply to the procurement as they apply to the procurement process and/or any contracts awarded to you as a result of the procurement process.

## USEFUL INFORMATION LINKS

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

## **8.0 Freedom of information**

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

## **9.0. Timescales**

- 9.1 [Section 3](#) of the ITQ sets out the proposed procurement timetable. The Contracting Authority reserves the right to extend the dates and will advise potential Bidders of any change to the dates.

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

- 10.1 Unless stated otherwise in these Instructions or in writing from UK SBS or the Contracting Authority, all communications from Bidders (including their sub-contractors, consortium members, consultants, and advisers) during the period of this

procurement must be directed through the eSourcing tool to the designated UK SBS contact.

- 10.2 Bidders should be mindful that the designated Contact should not under any circumstances be sent a copy of their Response outside of the Jaggaer eSourcing portal. Failure to follow this requirement will result in disqualification of the Response.

## Appendix A – Glossary of Terms

TERM	MEANING
<b>“UK SBS”</b>	means UK Shared Business Services Ltd herein after referred to as UK SBS.
<b>“Bid”, “Response”, “Submitted Bid”, or “ITQ Response”</b>	means the Bidders formal offer in response to this Invitation to Quote
<b>“Bidder(s)”</b>	means the organisations being invited to respond to this Invitation to Quote
<b>“Central Purchasing Body”</b>	means a duly constituted public sector organisation which procures supplies / services / works for and on behalf of Contracting Authorities
<b>“Conditions of Bid”</b>	means the terms and conditions set out in this ITQ relating to the submission of a Bid
<b>“Contract”</b>	means the agreement to be entered by the Contracting Authority and the Supplier following any award under the procurement
<b>“Contracting Bodies”</b>	means the Contracting Authority and any other contracting authorities described in the Contracts Finder Contract Notice
<b>“Contracting Authority”</b>	A public body regulated under the Public Procurement Regulations on whose behalf the procurement is being run
<b>“Customer”</b>	means the legal entity (or entities) for which any Contract agreed will be made accessible to.
<b>“Due Diligence Information”</b>	means the background and supporting documents and information provided by the Contracting Authority for the purpose of better informing the Bidders responses to this ITQ
<b>"EIR"</b>	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
<b>“FoIA”</b>	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
<b>“Invitation to Quote” or “ITQ”</b>	means this Invitation to Quote documentation and all related documents published by the Contracting Authority and made available to Bidders and includes the Due Diligence Information. <b>NOTE:</b> This document is often referred to as an Invitation to Tender within other organisations
<b>“Mandatory”</b>	Means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
<b>“Named Procurement person ”</b>	means the single point of contact for the Contracting Authority based in UK SBS that will be dealing with the procurement
<b>“Order”</b>	means an order for served by any Contracting Body on the Supplier
<b>“Supplier(s)”</b>	means the organisation(s) awarded the Contract
<b>“Supplies / Services / Works”</b>	means any supplies/services and supplies or works set out at within <u>Section 4 Specification</u>

