Invitation to Quote



Invitation to Quote (ITQ) on behalf of UK Space Agency (UKSA)

Subject: Feasibility study on space and terrestrial collaborative

additive manufacturing

Sourcing Reference Number: PS23208

UK OFFICIAL

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Section 1 – About UK Shared Business Services

Putting the business into shared services

UK Shared Business Services Ltd (UK SBS) brings a commercial attitude to the public sector; helping our 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

This notice sets out how the Contracting Authority will use your personal data, and your rights. It is made under Articles 13 and/or 14 of the General Data Protection Regulation (GDPR).

YOUR DATA

The Contracting Authority will process the following personal data:

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

Purpose

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

Legal basis of processing

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

Recipients

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

Retention

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

YOUR RIGHTS

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

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

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

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

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

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

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

INTERNATIONAL TRANSFERS

Your personal data will not be processed outside the European Union

COMPLAINTS

If you consider that your personal data has been misused or mishandled, you may make a complaint to the Information Commissioner, who is an independent regulator. The Information Commissioner can be contacted at:

Information Commissioner's Office Wycliffe House Water Lane Wilmslow Cheshire SK9 5AF 0303 123 1113 casework@ico.org.uk

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

CONTACT DETAILS

The data controller for your personal data is:

UK Space Agency (UKSA)

You can contact the Data Protection Officer at:

UKSA Data Protection Officer, UK Space Agency, Polaris House, North Start Road, Swindon SN2 1SZ. Email: GDPR@ukspaceagency.gov.uk

Section 2 – About the Contracting Authority

UK Space Agency (UKSA)

Founded in 2010, the UK Space Agency delivers key elements of the Government's National Space Strategy.

We use our expertise to:

- catalyse investment, supporting projects that drive investment and generate contracts for the UK space sector
- deliver space capabilities and missions that meet public needs and advance our understanding of the Universe
- **champion the power of space** to inspire people and offer greener, smarter solutions for business, and to support a sustainable future

Together, this enables us to harness the power of space to benefit our people and our planet.

Our professional staff include scientists, engineers, commercial experts, project managers and policy officials.

We have a track record of delivery: our programmes have propelled British technology across the Solar System and realised world-first innovations in spacecraft design and satellite applications.

We have a powerful global voice, partnering with institutions across the world, including the European Space Agency.

We support a thriving space sector, which currently generates an income of £16.4 billion each year and employs 45,000 people across the country.

Investment, including private and public, from the UK and overseas, will enable the space sector to deliver important research, develop new technologies and market applications, and keep pace with other nations.

www.BEIS.gov.uk/ukspaceagency

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	UK Space Agency (UKSA) Polaris House, North Star Avenue, Swindon, SN2 1SZ
3.2.	Buyer name	Maria Znaiko
3.3.	Buyer contact details	professionalservices@uksbs.co.uk
3.4.	Estimated value of the Opportunity	£25,000.00 excluding VAT
3.5.	Process for the submission of clarifications and Bids	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 will result in the Bid not being considered, unless formally advised to do so by UKSBS.

Sectio	Section 3 - Timescales			
3.6.	Date of Issue of Contract Advert on Contracts Finder	Friday, 28 th July 2023		
3.7.	Latest date / time ITQ clarification questions shall be received through the Jaggaer eSourcing Portal	Tuesday, 8 th August 2023 11:00		
3.8.	Latest date / time ITQ clarification answers should be sent to all Bidders by the Buyer through the Jaggaer eSourcing Portal	Friday, 11 th August 2023		
3.9.	Latest date and time ITQ Bid shall be submitted through the Jaggaer eSourcing Portal (the Deadline)	Monday, 21 st August 2023 11:00		
3.10.	Anticipated notification date of successful and unsuccessful Bids	Monday, 28 August 2023		
3.11.	Anticipated Contract Award date	Wednesday, 30 August 2023		
3.12.	Anticipated Contract Start date	Monday, 4 th September 2023		
3.13.	Anticipated Contract End date	Friday, 12 January 2024		
3.14.	Bid Validity Period	90 Days		

Section 4 – Specification

1. Introduction

The UK Space Agency, through its Technology Resonance fund, aims to create new opportunities in sectors with synergistic technologies with space.

The UK Space Agency plans to capture 10% of the World space market, around £30bn in value and we have recently published our National Strategy which outlines how we will achieve this. This tender aims at catalysing investment by bringing together two growing and innovative sectors to collaborate and share expertise.

2. Background to the Requirement

This procurement is to explore new opportunities for the space sector within an innovative and growing terrestrial sector. During recent workshops and discussions, it was identified that additive manufacturing was a specialisation that is more advanced within STC members than the space sector. This is the reason we have chosen this as the initial study.

The rise of additive manufacturing has led to multiple innovative developments across the world in various sectors, with the quality increasing year on year. Space is a highly demanding environment that requires robust and reliable products. We believe that additive manufacturing could now make the jump to space based products but want to study if this is possible with this activity.

A range of spacecraft manufacturers, supply chains, and integrators are looking for new and more efficient mechanisms and processes to make a spacecraft lighter, more efficient, more cost effective, and more reliable. Through a series of workshops and meetings we have identified this activity as a key opportunity for the UK to exploit and place ourselves as leaders in the European market. Furthermore, this continues the UKSA's goal of growing the space sector by introducing new sectors into space, by developing and maturing the supply chain and SME's, and by encouraging collaboration between multiple parties.

It is expected that any submission for this activity would be as a consortium of at least one existing space organisation, and one STC/terrestrial organisation, to allow both parties to share knowledge, expertise, and insight to form a comprehensive report.

3. Aims & Objectives

To provide to UKSA a feasibility study into whether the materials, quality, skills, and innovation found within the terrestrial could be successfully applied to spacecraft.

Furthermore, the study should highlight the commercial opportunities, appetite, economics of continued collaboration between the two sectors.

UKSA strongly believes there are opportunities for collaboration following the multiple workshops and discussions we have had with the Silverstone Technology Cluster, its members, and the space sector. To develop these opportunities further we must commission and review the feasibility study to assess the best way forward.

Successful delivery of the project will be achieved through the following four measurable Objectives, which are in line with UKSA's Value Proposition:

- To review if the quality of products needed by the space sector for use in multiple orbits (LEO, MEO, GEO) can be met through existing terrestrial additive manufacturing.
- 2) If the above quality is not sufficient, to highlight what is needed to raise the quality of the products to become satisfactory.
- 3) To compare the costs of using terrestrial technology compared to current space products.
- 4) To assess if there is a market demand for products/supply chains and assess if there are commercialisation opportunities beyond the study.

4. Scope

- A review of the current capabilities of the terrestrial additive manufacturing industry within the Silverstone Technology Cluster members, and if, in conjunction with the space sector, to assess if these products could be developed and made to be space certified.
- To review if there is, subject to the quality of the above, an accessible and willing market to grow and enhance the additive manufacturing market for the space sector.
- 3) The commercial opportunities for this technology and the benefits it provides to both sectors.
- 4) To review and report on the economic advantages of using additive manufacturing in place of more traditional manufacturing methods.
- 5) To highlight any other advantages and disadvantages discovered during the review of using modern additive manufacturing vs traditional manufacturing.
- 6) If possible, a small sample/prototype created with specifications provided by the space organisation in the consortium. If this happens, a report on the product and how well it met the requirements, if any improvements could be made, and the feasibility of making it meet the specification.

A report delivered to the UKSA on the above points.

5. Requirement

Work package:

- A review of the current capabilities of the terrestrial additive manufacturing industry within the Silverstone Technology Cluster members, and if, in conjunction with the space sector, to assess if these products could be developed and made to be space certified.
- 2) To review if there is, subject to the quality of the above, an accessible and willing market to grow and enhance the additive manufacturing market for the space sector.
- 3) The commercial opportunities for this technology and the benefits it provides to both sectors.
- 4) To review and report on the economic advantages of using additive manufacturing in place of more traditional manufacturing methods.
- 5) To highlight any other advantages and disadvantages discovered during the review of using modern additive manufacturing vs traditional manufacturing.
- 6) If possible, a small sample/prototype created with specifications provided by the space organisation in the consortium. If this happens, a report on the product and how well it met the requirements, if any improvements could be made, and the feasibility of making it meet the specification.
- 7) A report delivered to the UKSA on the above points.
- 8) The consortium must contain at least 1 STC member and 1 Space Organisation.

The work package is expected to be delivered within a 3-6 month period, and the consortium should highlight within their submission how long they expect the work to take within the aforementioned timeframe.

UKSA expects that at the end of the agreed work period that a report is delivered to the UKSA which covers the above points, and if any of the above points cannot be met, a section describing why this was not possible. Each point is written to allow for a positive or negative outcome and the report should provide a realistic view on the subject area.

6. Timetable

There is no specific timeframe for delivery of each of the specifications, rather a report including all the points is delivered to the UKSA within the 3–6-month period agreed at contract signing. This date would be, at maximum, 6 months from the day the contract is signed.

Terms and Conditions

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

Section 5 - Evaluation 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	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	Firm and Fixed Price
Commercial	AW5.4	Maximum Budget
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	Q No.	Question subject	Maximum Marks	
Envelope	Q NO.	Question subject	Overall	Breakdown
Commercial	AW5.1	Price	30%	30%
Technical	PROJ1.1	Understanding the Project Environment, Approach & Methodology	70%	40%
Technical	PROJ1.2	Staff to Deliver, Timescales, Risk & Quality Insurance		30%

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:

Score = {weighting percentage} x {bidder's score} = 20% x 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.

Price will be evaluated using proportionate pricing (lowest bid / bid * mark). A bidder's score will be based on the lowest total score received divided by their total cost and then multiplied by the marks available.

For example, if the total basket price for three bid responses is received and Bidder A has quoted £50,000 as their total price, Bidder B has quoted £80,000 and Bidder C has quoted £100,000 then the calculation will be as follows:

(Maximum marks available in this example being 12.5)

Bidder A Score = $50000/50000 \times 12.5 = 12.5$

Bidder B Score = 50000/80000 x 12.5 = 7.81

Bidder C Score = $50000/100000 \times 12.5 = 6.25$

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	 ITQ logged upon opening in alignment with UK SBS's procurement procedures. 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. 	
Compliance check	 Check all Mandatory requirements are acceptable to the Contracting Authority. Unacceptable Bids maybe subject to clarification by the Contracting Authority or rejection of the Bid. 	
Scoring of the Bid	Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the criteria.	
Clarifications	The Evaluation team may require written clarification to Bids	
Re - scoring of the Bid and Clarifications	 Following Clarification responses, the Evaluation team reserve the right to independently re-score the Bid and Clarifications and provide a commentary of their re-scoring justification against the Evaluation criteria. 	
Due diligence of the Bid	 the Contracting Authority may request the following requirements at any stage of the Procurement: Submission of insurance documents from the Bidder Request for evidence of documents / accreditations referenced in the / Invitation to Quote response / Bid and / or Clarifications from the Bidder Taking up of Bidder references from the Bidders Customers. Financial Credit check for the Bidder 	
Validation of unsuccessful Bidders	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.	

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, emails.
- 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

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 compliancy checks prior to the award of any Contract. In the event of a Bidder failing to meet one of the compliancy 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 2nd 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
- Find a Tender
- 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 'FolA') 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 FolA 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 FolA 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 <u>Section 3</u> 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 <u>not under any</u> <u>circumstances</u> 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	
"UK SBS"	means UK Shared Business Services Ltd herein after referred to as UK SBS.	
"Bid", "Response", "Submitted Bid ", or "ITQ Response"	means the Bidders formal offer in response to this Invitation to Quote	
"Bidder(s)"	means the organisations being invited to respond to this Invitation to Quote	
"Central Purchasing Body"	means a duly constituted public sector organisation which procures supplies / services / works for and on behalf of Contracting Authorities	
"Conditions of Bid"	means the terms and conditions set out in this ITQ relating to the submission of a Bid	
"Contract"	means the agreement to be entered by the Contracting Authority and the Supplier following any award under the procurement	
"Contracting Bodies"	means the Contracting Authority and any other contracting authorities described in the Find a Tender Notice	
"Contracting Authority"	A public body regulated under the Public Procurement Regulations on whose behalf the procurement is being run	
"Customer"	means the legal entity (or entities) for which any Contract agreed will be made accessable to.	
"Due Diligence Information"		
"EIR"	mean the Environmental Information Regulations 2004 together with any guidance and / or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations	
"Find a Tender"	Means the UK Government Portal that superseded the OJEU as from 1/1/2021 https://www.find-tender.service.gov.uk/Search	
"FolA"	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation	
"Invitation to Quote" or "ITQ"	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. NOTE: This document is often referred to as an Invitation to Tender within other organisations	
"Mandatory"	Means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.	
"Named Procurement person "	means the single point of contact for the Contracting Authority based in UK SBS that will be dealing with the procurement	
"Order"	means an order for served by any Contracting Body on the Supplier	
"Supplier(s)"	means the organisation(s) awarded the Contract	

"Supplies / Services /	means any supplies/services and supplies or works set out at
Works"	within Section 4 Specification