Mini Competition



Mini Competition against an existing Framework Agreement (MC) on behalf of: United Kingdom Research and Innovation (UKRI)

Subject: UKRI UK Vehicle Hire

Sourcing Reference Number: GSS23516

UK Shared Business Services Ltd (UKSBS) www.uksbs.co.uk

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Section 1 – About UK Shared Business Services

Putting the business into shared services

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

It is our vision to become the leading service provider for Contracting Authorities for 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.

UKSBS 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 DSIT / DESNZ & UKRI, UKSBS' goals are aligned with the public sector and delivering best value for the UK taxpayer.

UKSBS currently manages £700m expenditure for its Contracting Authorities.

Contracting Authorities who have access to our services and Contracts are detailed here.

Privacy Statement

At UK Shared Business Services (UKSBS) 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 UKSBS 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/privacy-notice/

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

https://www.ukri.org/privacy-notice/

Section 2 – About the Contracting Authority

UK Research and Innovation (UKRI)

Operating across the whole of the UK and with a combined budget of more than £6 billion, UK Research and Innovation represents the largest reform of the research and innovation funding landscape in the last 50 years.

As an independent non-departmental public body UK Research and Innovation brings together the seven Research Councils (AHRC, BBSRC, EPSRC, ESRC, MRC, NERC, STFC) plus Innovate UK and Research England.

UK Research and Innovation ensures the UK maintains its world-leading position in research and innovation. This is done by creating the best environment for research and innovation to flourish.

For more information, please visit: www.ukri.org

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 (CA) Name and address	UK Research and Innovation (UKRI) Polaris House North Star Avenue Swindon Wiltshire SN2 1SZ United Kingdom
3.2	Buyer name	Laura Skinner
3.3	Buyer contact details	coreservices@uksbs.co.uk
3.4	Estimated value of the Opportunity	 £2,000,000.00 exclusive of VAT for the full possible duration of the contract. The estimated value of this contract is up to £500,000 exclusive of VAT per annum. There is no guaranteed spend attached to this contract, the budget is an estimated maximum budget and is subject to budgetary approvals.
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 <u>will</u> result in the Bid <u>not</u> being considered, unless formally advised to do so by UKSBS.

Section 3 - Timescales			
3.6	Date of Issue of Mini Competition to all Bidders	Monday 2 nd September, 2024	
3.7	Latest date / time Mini Competition clarification questions shall be received through Jaggaer eSourcing Portal	Monday 16 th September 2024, 14:00	
3.8	Latest date / time Mini Competition clarification answers should be sent to all Bidders by the Buyer through Jaggaer eSourcing Portal	Friday 27 th September 2024	
3.9	Latest date / time Mini Competition Bid shall be submitted through	Thursday 10 th October 2024, 14:00	

	Jaggaer eSourcing Portal (the Deadline)	
3.10	Anticipated notification of successful bidders to provide demonstration	Monday 21 st October 2024
3.11	Demonstration	Monday 4 th and Tuesday 5 th November 2024
3.12	Anticipated selection and de selection of Bids notification date	Thursday 7 th November 2024
3.13	Anticipated Award Date	Tuesday 12th November 2024
3.14	Anticipated Contract Start Date	Tuesday 19 th November 2024 including 3 months for implementation.
3.15	Anticipated Contract End Date	18 th February 2028 with the possibility to extend for 1 additional year to 19 th February 2029
3.16	Bid Validity Period	90 Days
3.17	Framework and or Lot the Mini competition will be based on	RM6265 Vehicle Hire Solutions – Lot 1: Hire of Vehicles of up to 3.5T
3.18	Anticipated Contracts Finder notice and redacted contract publication if applicable.	Within 30 days of Contract Award

Section 4 – Specification

For the purpose of this specification the Buyer refers to UKRI.

Aims

The main aim of this procurement is to:

- Award a contract for the supply of hire vehicles in the UK to UKRI
- Ensure that the customer base have access to competitively priced rental vehicles for UK originated hire.
- Ensure that Government Greening Commitments are met in respect of ultra-low emission cars

Objectives

The Buyer is seeking a Supplier to provide a variety of hire vehicles within the UK, including standard passenger cars (manual, automatic, diesel, petrol, fully electric, low emission) as well as Light Commercial Vehicle up to 3.5 tonnes (LCV - vans to carry goods) Hire, on road and full off road 4 x 4s Vehicle Hire, Minibus (9-to-17-seater) and Car Share.

The Supplier shall provide a comprehensive and value for money vehicle hire sourcing and booking service solution, within the United Kingdom that meets all requirements of the specification.

The duration of the contract will be 3 years and 3 months (maximum - to include implementation) with the option to extend for a further 1 year (3+1).

Scope

The following shall be in scope for this requirement:

- The Buyer requires the ability to hire vehicles within the UK, including standard passenger cars (manual, automatic, diesel, petrol, fully electric, low emission) as well as Light Commercial Vehicle (LCV) Hire, on road and full off road 4 x 4s Vehicle Hire, Minibus and Car Share
- Online tool for booking requirements with the option to book via email and telephone.
- Management information including an online platform to access the management information for the Buyer base (MI requirements are detailed within the requirement).
- A dedicated account manager as a single point of contact
- Escalation procedures for any possible damage disputes or other disputed transactions.
- Provide access to vehicles with specialist requirements when requested such as vehicles with disability controls.

- Training will be required prior to the contract start date. Training will be required by all End users in a number of locations across the United Kingdom. Training will need to be provided remotely to accommodate the variety of locations
- Additionally, to training, booking instructions will be required for all bookers to access.
- For information, the average lease time across the Buyer base is one to three days.
- Personalisation of the online portal in regard to only allowing certain options of choice. Independent business units have financial and project codes that would also need to be included. This personalisation will need to be completed prior to the start of the contract.

Out of Scope

The following shall be out of scope for this procurement:

- International Vehicle Hire
- Heavy Goods Vehicles (HGV's) and Heavy Commercial Vehicles (HCVs) over 3.5 tonnes Hire

Requirement

The following requirements shall be supplied to the Buyer.

The provision of Vehicles on hire are intended to be for business use only and the staff or other representatives of the Buyer. They are not authorised by the Buyer to utilise the Services for private use, unless stipulated by the Buyer. The Supplier shall promptly notify the Buyer if it becomes aware of any circumstances which indicate that such intention is being breached.

The Supplier shall provide a comprehensive and cost-effective vehicle hire sourcing and booking service, within the United Kingdom to the Buyer whilst meeting the requirements of the hirer within the Buyers' departmental policies.

The Buyer is committed to sustainability and has an emission target of 75g/km of CO₂ as an average across the passenger cars. The Supplier shall provide regular information and calculation of CO₂ emissions arising as a result of the provision of the Services for carbon reduction to meet Government quarterly reporting requirements. The Supplier shall use all reasonable endeavours to assist the Buyer in seeking to reduce the CO₂ emissions arising as a result of the providing low emission vehicles as standard. The Supplier shall provide electric/ ultra-low emission vehicles when available to reduce CO₂ emissions. This will aid the government agenda to reduce vehicle emissions and ensure adherence to low emission zone requirement. These vehicles should meet the 75gCo2/km target for ultra-low emissions vehicles. This will ensure the Buyer meets the current government ambition to meet 100% ULEV by 2035.

The Hire Period will usually last between 1 to 28 days. No mileage restriction shall apply to the use of Vehicles provided on hire pursuant to this Agreement including each Vehicle Agreement i.e., they shall be provided on the basis of unlimited mileage. In order to alleviate any excess charges that may occur, the supplier may change the vehicle during the hire period for a vehicle of a similar standard.

The Supplier shall provide manual transmission Vehicles for all hires that are not electric or hybrid, unless the Buyer has expressly requested a vehicle with automatic transmission.

Account Management

The Supplier Representative shall as a minimum:

- Oversee the provision of the Services to ensure that they are delivered in accordance with the provisions of this Contract.
- Identify and implement cost savings initiatives as appropriate.
- Coordinate the provision of any large quantities of Vehicles which may be required by the Buyer from time to time.
- Provide general Buyer services in relation to the Services including advice on best options, prices, answer queries, deal with complaints etc.
- Review management information outputs and recommend/take appropriate action to ensure the efficient operation of the Services at all times.
- Advise the Buyer in methods on how to reduce vehicle hire expenditure and provide information and calculation of CO2 emissions for carbon reduction.
- The Supplier shall provide, at all times during the Contract Period, sufficient resources to ensure the efficient operation of the Contract and provision of the Services.
- Within ninety (90) Contract Notice Days following the Commencement Date, the Supplier shall develop and implement an approved quality assurance plan to cover the duration of the Contract.
- The Supplier acknowledges that the Buyer is committed to developing its activities in
 order to support the government's sustainability targets, take advantage of
 technology and innovation and provide best value for money for the UK taxpayer.
 The Supplier shall, in connection with the provision of the Services, provide
 reasonable support to the Buyer to assist it to achieve these commitments.
- The Supplier shall provide a dedicated account manager for this contract as a direct point of contact.

Hours of Service

- The Supplier shall ensure that its normal operating hours in relation to the provision of the Services shall be:
 - 08:00 to 18:00 Monday to Friday (excluding Bank Holidays)
 - o 09:00 to 12:00 Saturday

- An out of hours' service may be required by the Buyer from time to time for any delivery or collection of a Vehicle outside of the normal operating hours.
- An out of hours' emergency contact number may be required by the Buyer from time to time to book vehicles at short notice outside of the normal operating hours.

Bookings Arrangements

- The Supplier shall make systems available to the Buyer via a primary option to book via an intuitive online tool, with the option to also book via telephone
- The Suppliers online booking system shall as a minimum
 - have the facility to identify which groups of Vehicle are within or out of the Buyer's Hire Policy and allow or prevent their Hire (and associated services) accordingly.
 - have the facility to enable Buyer line management pre-trip approval where required.
 - have the facility to offer all fuel types, e.g., electric, hybrid, diesel and petrol; and
 - o have the facility to collect information about multiple drivers.
 - have the facility to select the relevant financial information to allow internal cost allocation to the appropriate department, this will include account project codes and cost codes which should be selected from drop box of validated data, a free text field is not permitted. The Buyer is permitted to submit two financial information updates a month and the Supplier must update the financial information on the online booking system within 2 working days of receiving the updated list.
 - Have the ability to specify the information needed for the order stated below.
- As a minimum requirement each Vehicle Order shall specify:
 - The Buyers business unit, site name, department name
 - o Vehicle Emission rating, low, Ultra-low or Electric
 - Financial Information
 - The name of the main driver and any additional drivers
 - contact telephone number and/or email address of the Supplier and Buyer
 - The group and type of vehicle required.
 - The reason for travel
 - Special requirements, such as roof racks, towbars, etc.
 - The date, time and place of commencement of hire.
 - The date, time and place of termination of hire.
 - If delivery or collection is required, the address where the Vehicle should be delivered to and/or collected from.
 - Flight details in the case of delivery/pick up to/from the airport.
- If a vehicle from the group requested is not available, the Supplier shall endeavour to provide a vehicle of the same CO₂ category. If an upgrade is provided the cost of the vehicle originally requested shall apply. The Supplier shall notify the Buyer of any changes to their requested vehicle prior to delivery.

- Following a booking, the Supplier shall make vehicles available as a minimum within the following timeframes:
 - Manual cars, Automatic cars, Estate cars, MPV, SUV, 4x4s and light commercial Vehicles within 24 hours.
 - All other vehicle types within 48 hours.
- The Supplier shall provide the Buyer with a unique reservation number at the time of booking of each Vehicle.
- The Supplier agrees that a "no turn down" policy shall apply to the supply of all vehicles.

Vehicle Specification

• All Vehicles supplied shall:

Mandatory:

- Conform to the manufacturer's minimum UK specification (including spare wheel (or equivalent), wheel brace and jack).
- Where appropriate, be provided using the vehicle coding scheme of the Association of Car Rental Industry Systems and Standards (ACRISS).
- Be clean inside and out including windows.
- Have a full tank of fuel, less any delivery distance travelled, unless otherwise specified by the Buyer.
- Have a minimum of 80 percent charged battery, less any delivery distance travelled, for plug-in hybrids (PHEVs) and fully electric vehicles.
- Have the correct fluid levels and tyre pressures in accordance with the manufacturer's recommendations.
- Have been maintained according to the manufacturer's recommendations.
- Be fit for purpose, roadworthy and meet all legal compliance requirements, including for a valid Road Fund licence and MOT Certificate for Vans and Minibuses where applicable.
- Be complaint with Euro 4, 5 or 6 emissions standards, depending on type of vehicle. <u>https://www.rac.co.uk/drive/advice/emissions/euro-emissionsstandards/</u>
- Be ≤75g/km of CO2 for hire of cars for six days or more

- Where reasonably possible, for hire of cars of five days or fewer, be ≤75g/km C02
- Have a minimum 4* NCAP rating.
- All cars shall, at the commencement of the hire period:
 Be less than 3 years old from the date of first registration.
- All Vans shall, at the commencement of the hire period:
 Be less than 5 years old from the date of first registration.
- All minibuses shall, at the commencement of the hire period:
 Be less than 4 years old from the date of first registration.
- Vehicles with controls and necessary adjustments appropriate to the needs of disabled Drivers e.g., fitment of Lynx Hand Controls must be available at request and available within 48 hours' notice.
- If a requested class of vehicle is not available, then the supplier will upgrade the class of the vehicle at no additional cost to the Buyer.

Delivery and Collection

- The Supplier shall supply the Vehicle on the date specified in the Vehicle Order and in accordance with the instructions of the Buyer at the price agreed in the AW5.2 Pricing Schedule
- The Hire Period shall commence at the time requested or when the Hired Vehicle is delivered or picked up and signed for by the named driver, whichever is the later, and shall terminate at the time specified at the time of booking or when the Hired Vehicle is collected or returned to the Supplier by the named driver, whichever is the earlier.
- The Buyer's liability for loss or damage to a Hired Vehicle commences at the time specified at booking or on delivery and shall cease at the actual return time,
- The Supplier shall provide the driver with a full familiarisation of the Hired Vehicle's controls and other characteristics specific to the Hired Vehicle upon delivery. Where the driver is not present at the time of delivery, familiarisation details will be provided with the Hired Vehicle.
- Where possible all Hired Vehicles will be inspected by the driver or other representative
 of the Buyer at the time the Hired Vehicle is delivered and subsequently collected.
 Where this is not possible then the Supplier shall leave a Vehicle Inspection Form in
 the Hired Vehicle, for the attention of the driver, clearly showing any points where any
 damage, however slight, has been noted on the Hired Vehicle. Only Buyer staff shall
 be allowed to sign for the Hired Vehicle in the driver's absence, unless specified
 otherwise by the Buyer.
- If the driver is not present at the time of delivery, the driver must inspect the Vehicle being offered for hire, record its mileage, check the fuel gauge/ Battery level for if the vehicle is electric and report any damages, not noted on the condition inspection sheet,

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by telephone, immediately to the Supplier prior to using the Hired Vehicle. The Supplier may opt to re-inspect the Hired Vehicle and provide an alternative Vehicle or, if the driver is satisfied to do so, note the damage and allow the hire to continue with the delivered Vehicle. Such damage notified shall not become the liability of the Buyer.

- The Buyer can at its sole discretion reject a Vehicle which is not as described in the Hire and/or in respect of which the Vehicle Inspection Form does not include the required information. Where the Buyer rejects a Vehicle, the Supplier shall provide a suitable replacement within a timescale to be agreed with the Buyer. Where there is minor damage to the Vehicle which has not been noted on the Vehicle Inspection Form, and the Buyer considers the Vehicle fit to drive, it must first inform the Supplier of the damage and obtain approval before driving the Vehicle.
- In the event of a damage report arising and the Supplier and/or driver agreeing to the replacement of the Hired Vehicle, any charges applying to the hire shall only commence from the time of delivery of the replacement Vehicle. No additional delivery charges shall accrue and all charges, excluding delivery charges for the original Vehicle shall be waived.
- If the driver is not present at the time of collection, the Supplier shall report to the Buyers Travel Contract Manager details of any additional damage within 2 working days of the vehicle being removed. Failure to do so shall result in the Buyers' not being liable for damage claims.
- The Supplier shall ensure that, where a Vehicle has ended its hire and its continued presence at the Buyer's work premises or at a private address may cause problems, the Vehicle is removed promptly at an agreed time upon receipt of notification from the Buyer. The Buyer shall provide up to 2 hours paid parking where the Vehicle is to be collected from a pay and display car park, parking meter etc.
- In the event that the Buyer fails to return the Vehicle to the agreed return or collection point at or before the agreed Vehicle return time, an extra day's rental at the relevant daily rate will be charged. In the event of a Vehicle being returned late a grace period of 59 minutes shall apply before charges for an additional day are incurred.
- The Buyer may hire a vehicle from one location and return it to another. Vehicle delivery and pick up shall also be available at all times to staff home addresses.
- When requested to deliver to a Delivery Place which is a chargeable parking area, the Supplier shall pay for 2 hours parking from the commencement of the Hire Period. Such costs shall be reimbursed at cost by the Buyer to the Supplier provided a valid receipt or parking ticket is submitted by the Supplier as part of the consolidated invoice.
- On expiry of the Hire Period in respect of any Vehicle the Buyer shall:
 - Return the Vehicle to the Supplier or make the Vehicle available for collection by the Supplier at the place and at the time and date assigned for delivery or collection stated on the Vehicle Agreement. The Supplier will be bound by all obligations under this Contract until such time as the Vehicle is either delivered

by the Buyer or actually collected by the Supplier which the Supplier shall do in accordance with the Vehicle Agreement.

- Complete a Vehicle Inspection Form with the Supplier on the Return Date and ensure that the Vehicle is returned, and that the Vehicle is in a condition consistent with its condition at the time of delivery making due allowance for usage and wear and tear (as defined by BVRLA) during the Hire Period. All personal effects of the driver or any other items belonging to the Buyer are to be removed.
- If the Supplier advises the Buyers Insurance team that the Vehicle is not in such condition, then the Buyer will pay to the Supplier such amount as may be agreed as the cost of such rectification. In the event of any dispute regarding the condition of the Vehicle, an independent assessment shall be carried out by a properly qualified and experienced consultant appointed by the Supplier and the Buyer. Any such consultant shall act as an expert and not as an arbitrator and whose decision shall be final.
- In the event of a dispute the Vehicle or other acceptable form of evidence acceptable to the Buyer must be held by the Supplier until an independent assessment has been made. As part of this evidence the Buyer shall require reports regarding the damage history to the vehicle in question. The costs of the independent consultant shall be borne equally between the Buyer and the Supplier provided that both parties act reasonably at all times during the dispute.
- In the event of damage to any Vehicle the Supplier must forward an invoice to the Buyer within 21 days following the Return Date. In the case of dispute, the Buyer will notify the Supplier of what is in dispute within 21 days of receipt of invoice or pay the invoice in accordance with the payment terms.

Buyer Obligations

The Buyer shall:

- Take good care of each Hired Vehicle during its corresponding Hire Period.
- Subject to any loss, damage or theft of a Hired Vehicle which is covered by either the Supplier's or the Buyer's insurance policy, be responsible for all reasonable costs and losses incurred by the Supplier in the event of loss, damage or theft of a Hired Vehicle while it is provided on hire pursuant to this Contract.
- Not alter, tamper with or modify any Hired Vehicle.
- Ensure that each Hired Vehicle is not overloaded nor permitted to be used for sub-hire or reward activities, racing, pace-making, speed trials, off-road or any form of sporting competition.
- Not purport to sell a Hired Vehicle or part with possession or control thereof save to an authorised user in the employment of the Supplier and shall not allow to exist any lien nor assign mortgage pledge or otherwise deal with a Hired Vehicle in a manner inconsistent with the Supplier's interest in the Hired Vehicle.

- Ensure that each Hired Vehicle is only used by drivers authorised by the Supplier whose names have been notified to the Supplier] [shall appear on the corresponding Vehicle Agreement];
- Report any traffic accident or damage to a Hired Vehicle to the Supplier within 24 hours of the accident or damage occurring.
- Report all incidents to Insurance@ukri.org immediately, at the scene or as soon as possible thereafter.
- Permit the Supplier, its servants or agents the reasonable facilities, on prior appointment, to inspect any Hired Vehicle in order to ascertain its condition or location as the Supplier may reasonably require.
- Not take or allow any Hired Vehicle to be taken out of the United Kingdom without the previous written consent of the Supplier, such consent should not be unreasonably withheld or delayed.

Cancellation/Abortive Delivery & Collection

- In the event that a Hired Vehicle requires cancellation, the Buyers shall notify the Supplier, where it is reasonably possible to do so, at least **4** working hours prior to the commencement of the hire. No charges shall apply for any bookings which are cancelled more than **4** working hours prior to rental commencement and the Supplier shall issue a reference number which confirms the booking has been cancelled.
- For delivery locations which are more than 50 miles from the Supplier's nearest depot the Buyer must provide at least 4 hours of notice over a Working Day of cancellation, unless otherwise agreed in the Call-Off Contract.
- In the event where the Buyer has failed to provide notice of cancellation at least **2** working hours prior to the requested commencement of hire time, and the Vehicle has been delivered or is in the process of being delivered, the Supplier shall be entitled to an abortive delivery charge as stated within the Framework Agreement, which shall not exceed 1 day's rental.
- Where the Supplier has endeavoured to pick up a Vehicle as per the Buyer's instructions and the Vehicle is not available, the Supplier shall be entitled to an abortive collection charge as stated within the Framework Agreement, which shall not exceed 1 day's rental. The Rental charges will continue until the vehicle is made available to the Supplier. The Supplier must notify the Buyer of an aborted collection.
- The Supplier shall process any amendments or cancellations to bookings as requested and identify in advance any cancellation fees that may be incurred as a consequence.
- The Supplier shall refund all incorrect charges within 5 working days to the Buyer.

Documentation

At the commencement of the Hire Period, the Supplier shall provide the driver with:

- Standard documentation with all the relevant details completed.
- A vehicle handbook or laminated document which gives full familiarisation details of the Vehicle e.g., the controls and other characteristics specific to the Vehicle;
- Details of the action to be taken in the event of an incident (including windscreen or tyre damage) /accident or breakdown.
- Completed vehicle condition inspection report.
- Supplier own damage report form.

Breakdown and Roadside Assistance

- A comprehensive service for recovery and breakdown repair shall be provided to the Buyer 24 hours a day 365 days per year (366 days in a leap year) at no additional cost. A reputable and established Supplier shall provide this service and full assistance shall be provided and the Supplier shall endeavour to have the vehicle hire service reinstated within 2 hours following receipt of the initial call.
- The Supplier shall provide contact details for the roadside assistance at the time of delivery of the Vehicle.

Accident/Incident Reporting

- If any damage occurring to a Hired Vehicle has not been reported to the Supplier and such damage is considered by the Supplier to have occurred after delivery to the Buyer and not subsequently been reported on the termination of the hire, then the Supplier shall notify the Buyer's management unit within **2** working days of the termination of the hire. A full report of any such damage with evidence of the Buyer's liability shall be provided.
- If the Buyer so requires, the Supplier, at their expense, shall obtain an independent engineer's report and provide photographic evidence for all damage to repair. All damage shall be documented (photographed) and provided at the time of damage notification, notification will be provided and directed to a named person for each individual Buyer.
- The Supplier shall supply a copy of the repair invoice, together with any engineer's report to substantiate any claim for reimbursement from third parties to the Buyer.
- Where a claim arises from a third party against the Supplier after the termination of any hire and the Supplier has reason to believe or considers that the Buyer may have liability for such claim then the Supplier shall notify the Buyer's management unit of any such claim within 24 hours of the claim being received by the Supplier. Full details of the claim with evidence of the Buyer's liability shall be provided. If the Buyer accepts that the claim is likely to fall within the Buyer's' liability, the Supplier shall fully cooperate with the Buyer in responding to any such claim.

- Where a third party is responsible for any damage arising to the Supplier's vehicle, and the Buyer has provided to the Supplier all of the third party's details, including the third party's insurance details, the Supplier will not pursue the Buyer for any payment but will handle the claim, excluding any claim by the Buyer, directly through the third party's insurance or other representative.
- Where the Vehicle is damaged beyond economic repair, the Buyer shall only be liable for the residual book value.
- Additionally, to the above, all damage must be recorded by the Supplier when the vehicle is delivered. This should ideally be with the driver present. Any additional damage noticed by the Buyer post-delivery and reported to the Supplier before the vehicle is driven will be classed as damage incurred before delivery.
- In the event that a damage dispute occurs, the Supplier shall have an escalation procedure to be followed in such instance.

Maintenance

The Supplier shall be responsible for arranging (at its own cost) for the costs of:

- Normal routine maintenance of Hired Vehicles in accordance with manufacturer's maintenance recommendations as amended from time to time.
- Repairs (including punctures) of Hired Vehicles arising outside of normal routine maintenance; and tyre, AdBlue recharge, battery, and exhaust replacements in respect of equipment during the Hire Period corresponding to each such Hired Vehicle.

Long Term Hires 28 days plus

Where the vehicle is on long term hire the Buyer shall ensure that the vehicle is maintained in a roadworthy condition during the term of hire and ensure that all routine checks are adhered to, particularly oil, coolant, brake fluid levels and tyre pressures.

The Buyer shall ensure that the Supplier is contacted at agreed intervals in order to supply the current odometer reading for the vehicle. The Supplier will inform the Buyer when the maximum mileage for the vehicle has been achieved in order that the Buyer can ensure that the vehicle is returned to the Supplier at a mutually convenient time and location. On return the Buyer will be issued with a replacement vehicle of the same type and CO_2 category where possible.

As detailed within the Greening Government Commitments (2021-2025) the Supplier shall ensure government requirements on emission for vehicles used for 6 days or more are met through this contract. All vehicles meeting this hire/lease time must not exceed the 75gCo2/km threshold for ultra-low emissions vehicles (ULEV). This will ensure the Buyer meets the Government Fleet Commitment target of 100% ULEV by 2035 for its fleets.

Replacement Vehicles

In the event of a breakdown or other occurrence, such as an accident, which renders the Vehicle immobile or otherwise unfit for use, the Supplier shall provide a replacement Vehicle of at least the same standard. In such cases, the breakdown or road assistance package

shall include a provision to take the driver and any passengers and cargo to their destination outside 'office hours' or to the Supplier's nearest depot or to the driver's official destination during 'office hours'. If it is determined that a replacement Vehicle is required, the Supplier will endeavour to provide a replacement vehicle within **2** hours (**4** hours for commercial vehicles). This Service is required 24 hours a day, 7 days per week.

Motor Insurance Database

- The Supplier must maintain and update the motor insurance database (MID) in respect of vehicles at all times in order to meet the requirements of the EU Motor Insurance Directive.
- If the Parties agree in the Call-Off Contract or in the Vehicle Order that the Buyer will update the MID, the Supplier must provide the necessary information, including details regarding the gross weights of the commercial vehicles, to the Buyer within the necessary timescales.

Airport Service

- The Supplier shall provide courtesy transport between airport terminals and their rental outlets within airports when arriving or departing from an airport in the UK or overseas during Work Hours.
- The Supplier shall provide a meet and greet service and a drop off service if the Supplier's rental outlet is not located at the airport.
- Airport service includes all UK airports including RAF Brize Norton

Drivers and Insurance

- The Buyer shall be responsible for ensuring that the appropriate insurance provision is in place in accordance to call off schedule 22.
- On the occasions the Buyer may wish to use its own insurance to cover vehicles to Comprehensive level. Policy number will be supplier to the Supplier for MID purposes.

Fuel/charged Vehicles.

- It is desired that all Hired Vehicles shall be supplied with a full tank of fuel or 100% charged battery for plug-in hybrids (PHEVs). Unless otherwise specified by the Buyer less delivery mileage and the Vehicle should be returned with the amount of fuel it was delivered with or 100% charged if Electric Vehicle as a minimum. If the Vehicle is returned with less than the agreed amount, then it shall be re-fuelled by the Supplier at a reasonable and agreed fuel rate.
- Clear identification shall be provided on the Vehicle of the type of fuel to be used. If clear identification of the type of fuel is not shown, the Buyer shall not be liable if the Vehicle is re-fuelled with the wrong fuel.
- Clear instructions are to be provided for refuelling. Where the Buyer mis fuels the vehicle and informs the Supplier, the Supplier shall arrange for the vehicle to be

replaced or repaired at the roadside. The Supplier shall undertake to minimise any costs associated with repairing the vehicle.

• Clear instructions to be provided for recharging electric vehicles if provided.

UK Car Share – Desirable

Provision in all England, Scotland, Wales and Northern Ireland of expert consulting for Buyer(s) to design Car Share solutions. Provision of Car Share solutions shall include access to pay as you go, short term hires, dedicated or shared vehicle assets as well as technology only to access Supplier's scheduling/reservation system.

Dedicated Car Share Vehicles located at selected offices, these vehicles are rented for an extended period of time and for exclusive use to UKRI staff only. All UKRI pool cars must be ULEV with emissions of less than 75 grams CO2 per km or fully electric.

Utilisation of the Supplier's **"Car Share Technology Only"** through the conversion of the Buyer(s) owned fleet Vehicles to allow the reservation of these vehicles through the Supplier's Online Booking System, as well as the transmission of Management Information on the utilisation of these Vehicles.

Penalties, Fines and Congestion Charges

- The Buyer shall pay all fines, fees or penalties correctly incurred by any driver of a Vehicle including congestion charges, parking fines and road traffic offences ("Penalties").
- The Supplier shall ensure that the Buyers Insurance Department promptly receives any notifications of Penalties which it receives together with full details of the alleged offence as provided by the relevant authorities. The Supplier shall not be entitled to levy any administration charge in relation to communication of Penalties.
- The Supplier shall be liable for any additional costs arising from escalations to the original Penalty or charge if they have failed to notify the Buyer within 5 working days following receipt of the penalty or charge

The Buyer may require the Supplier to settle all Penalties upon receipt, for the sake of expediency, and counter charge the Buyer appropriately. The Supplier may charge an administrative fee as stated within the Framework Agreement. The supplier must notify the buyer within 24 hours of receipt of any penalties.

- The Supplier shall not be responsible for the payment of fines, fees or penalties incurred by the Buyer or the Buyer's Driver on a Vehicle including congestion charges, parking fines, tolls and road traffic offences ("Penalties").
- The Supplier shall ensure that the Buyer promptly receives any notifications of Penalties which it receives together with full details of the alleged offence as provided by the relevant authorities.

- The Supplier shall be liable for any additional costs arising from escalations to the original Penalty or charge if they have failed to notify the Buyer in sufficient time following receipt of the Penalty or charge.
- The Supplier may charge an administrative fee, forwarded to the Buyer with the Penalty documentation, as stated within Call-Off Schedule 5 Pricing Details.
- Where the Buyer notifies the Supplier that the Vehicle to be hired shall be driven in an area subject to a congestion charge, or other automated toll charges, then the Supplier shall (where possible) provide the Buyer with advanced notification of the Vehicle registration number or if the Vehicle carries an exemption certificate.

Damage, violation and fine invoices

Insurance claim process

Finance will pay uncontested claims after investigation.

Special Requirements

The Buyer does have the need for the provision of specialist requirements which includes the following:

- 4x4s with appropriate load restraint dependent on type.
- Disability controls.
- Vehicles with tow bars.

The Buyer may also require the provision of the following:

- Removal of livery.
- Minor modifications e.g., fitment of strengthened basket roof rack;
- Provide older specific vehicles.

Management Information & Reporting

The Supplier shall make the agreed management reports (Insurance repost, Spend reports, GGC Reports etc) available to the Contracting Authority via an on line "live" solution to the Buyer. The Supplier shall be responsible for the integrity of the data at all times. Data outputs should be customisable according to user, allow the reporting of any time period based on vehicle use and be provided in a user-friendly format e.g., excel.

Management information should include the following as a minimum:

- o Invoice number
- Contracting Authority
- o Location
- Reason for Travel
- o Driver

- o Booker
- o Date out
- o Time out
- o Date in
- o Time in
- Total Miles travelled.
- Requested vehicle class.
- Vehicle class delivered.
- Hire rate per day.
- Numbers of days hire
- CO2/km emissions rating of vehicle
- CO2 used during hire.
- Cost of delivery if applicable
- Project Number or cost centre and account code
- o Task unit
- Site Name (Delivery)
- o Department Name
- Authorisation to Drive (check box on booking form)
- Total amount
- o Total VAT
- Business Unit, against the following categories:
 - Small petrol car, up to 1.4 l
 - Medium petrol car, 1.4 2.0 l
 - Large petrol car, >2.0 I
 - Average petrol car
 - Small diesel car, up to 1.7 l
 - Medium diesel car, 1.7 2.0 l
 - Large diesel car, >2.0 l
 - o Average diesel ca
 - Hybrid Medium
 - Hybrid Large
 - ∘ LÝG
 - Fully Electric

To enable the Contract Authorities to comply with mandatory environmental reporting commitments to Government, the Supplier shall provide the following MI reporting information on a monthly basis by no later than the 21st (or nearest working day) in the following reporting month of each calendar year.

- Total Km travelled (per each vehicle class category Business Unit
- CO₂ used during travel (total per month per vehicle class category per Council

This MI reporting information should be presented in table format in an Excel spreadsheet itemised by each business Unit and for each month.

The Supplier shall email this MI reporting information via a spreadsheet to the Buyers Environmental Sustainability Team (copied to the UKRI Travel Contract Manager) by the 21st of each reporting month.

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The Buyer will inform the Supplier as soon as possible if any changes to the Buyers environmental policies are made.

Invoicing

The Supplier shall give the following options to the Buyer for invoicing:

- o Weekly in arrears
- Monthly in arrears
- o Quarterly in arrears

The Supplier Shall supply invoices electronically via the UKSBS finance team, following the e-invoicing process.

UKRI – Consolidated Invoices

The Supplier will provide one monthly consolidated invoice per business unit per month. all payment communication is to be directed to the UKSBS Finance team.

Each consolidated invoice to comprise of a header sheet, summary sheet and individual invoices as backup.

Header sheet – Should have the following.

- Buyer Name
- Buyer address (not to include individual's names)
- Consolidated invoice number and date
- Number of invoices
- Total Net, vat and Gross values
- Supplier's details Name, address (address, Company and VAT registration details and bank account details).

Summary Sheet – Should have the following;

- Buyer name
- Buyer number (Account number)
- Consolidated invoice number and date

The following for each hire included in the monthly consolidated invoice;

- Details of car hire (suppliers reference numbers, rates etc.)
- Renter's name, rental period, mileage
- Car information (reg, make and model and class)
- Net, vat and Gross values

Additional information, which is provided at time of booking, cost centre/project etc. is essential. This is provided on the individual invoices but must be included on the summary sheet for each hire included in the monthly consolidated invoice.

The cost centre/project details are essential as payment cannot be made without this information and should be provided at time of booking.

Individual invoices – These should not be sent in for processing, they should only be provided as backup for the consolidated invoices. Payment queries should not be sent in

with individual invoice details, we only process consolidated invoices and therefore can only provide updates from the consolidated invoice numbers and not the individual invoice numbers.

Costs

Costs will be fixed for three years, after this period prices can only be adjusted on each following yearly anniversary (the date of expiry of such period is a "Review Date"). The Supplier must provide the Buyer with at least three months' notice in writing prior to the Review Date where it wants to request an increase If the Supplier does not give notice in time, then it will only be able to request an increase prior to the next Review Date.

Any notice requesting an increase shall include:

- A list of the Contract Prices to be reviewed;
- For each Contract Price under review, written evidence of the justification for the requested increase including:
 - a breakdown of the profit and cost components that comprise the relevant Contract Price including but not limited to: vehicle acquisition costs; vehicle service, maintenance and repair costs; labour costs; energy costs; fuel costs; other supply costs;
 - details of the movement in the different identified cost components of the relevant Contract Price;
 - reasons for the movement in the different identified cost components of the relevant Contract Price;
 - evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components; and
 - evidence that the Supplier's profit component of the relevant Contract Price is no greater than that applying to Contract Prices using the same pricing mechanism as at the Contract Commencement Date.

The Buyer shall consider each request for a price increase. The Buyer may grant approval to an increase at its sole discretion. Where the Buyer approves and increase then it will be implemented from the first (1st) working day following the relevant Review Date or such later as the Buyer may determine at its sole discretion.

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Section 5 – Evaluation of Bids

The evaluation model below shall be used for this Mini Competition, 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 UKSBS 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.

Pass / Fail Criteria			
Evaluation Envelope	Q No.	Question subject	
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 Exemptions	
Qualification	AW1.1	Form of Bid	
Qualification	AW1.3	Certificate of Bona Fide Bid	
Qualification	AW3.2	Conflict of Interest Declaration	
Qualification	AW3.2.1	Conflict of Interest Declaration Supporting Information	
Qualification	AW 4.3	Contracts with suppliers from Russia or Belarus	
Commercial	AW5.3	Firm and Fixed Price	
Technical	AW6.1	Compliance to the Specification	
Technical	AW6.2	Variable bids	
-	-	Mini Competition 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 Mini Competition. The Contracting Authority considers these weightings to be in line with the framework.

Evaluation	Q No.	Question subject	Maximu	ım Marks
Envelope	Q NO.	Question subject	Overall	Breakdown
Commercial	AW5.1	Price	30%	30%
Quality	PROJ 1.1	Delivery & Collection of Hire Vehicles		10%
Quality	PROJ 1.2	Implementation		8 %
Quality	PROJ 1.3	Account Management & Complaints Procedure		15%
Quality	PROJ 1.4	Vehicle Availability, Vehicle Upgrades and Quality of Hire Vehicles	70%	8%
Quality	PROJ 1.5	Vehicle Damage		5%
Quality	PROJ 1.6	ULEV and Electric Vehicles		8%
Quality	PROJ 1.7	Re-Fuelling / Re-Charging of Vehicles		8%
Quality	PROJ 1.9	Online Booking System Demonstration		8%

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} = $20\% \times 60 = 12$

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):

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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.
may be determin E xamp l	tions will be scored based on the above mechanism. Please be aware that there multiple evaluators. If so, their individual scores will be averaged (mean) to ne your final score as follows.
Evaluat Evaluat Evaluat	or 2 scored your bid as 60. or 3 scored your bid as 80. or 4 scored your bid as 60. al score will be calculated as follows (60+40+80+60) ÷ 4 = 60
	der which achieves a score of less than 60 in any of the following technical questions be considered for appointment:
PROJ 1.1 Delivery & Collection of Hire Vehicles PROJ 1.2 Implementation	
PROJ 1 PROJ 1 PROJ 1	 .3 Account Management & Complaints Procedure .4 Vehicle Availability, Vehicle Upgrades and Quality of Hire Vehicles .5 Vehicle Damage
PROJ 1.6ULEV and Electric VehiclesPROJ 1.7Re-Fuelling / Re-Charging of VehiclesPROJ 1.9Online Booking System Demonstration	
Commercial Elements will be evaluated on the following criteria.	
The low	est price for a response which meets the pass criteria shall score 100.

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

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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	 Mini Competition (MC) bid logged upon opening in alignment with UKSBS's procurement procedures. Any MC response received after the closing date will be rejected unless circumstances attributed to UKSBS, 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 responses 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. The bid may be subject to moderation as advised in the criteria section, prior to any award decision. 	
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 / MC / Bid and / or Clarifications from the Bidder. Taking up of Bidder references from the Bidders Customers. 	

	 Financial Credit check for the Bidder.
Moderation meeting (if required to reach an award decision)	 To review the outcomes of the Due Diligence. To agree final scoring for each Bid, relative rankings of the Bids To confirm contents of the Voluntary Standstill letters to provide details of scoring and relative feedback on the unsuccessful Bidders response in comparison with the successful Bidders response
Validation of unsuccessful Bidders	 To confirm contents of the letters to enable 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 Mini Competition 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 Mini Competition. 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 and concise and ideally generic contact details; telephone numbers, e-mail details.
- 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 UKSBS 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 UKSBS staff or the Contracting Authority 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 UKSBS 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, unless the Framework explicitly permits this.
- 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 *d*

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

- 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 / UKSBS.
- 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 Mini Competition 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 Call Off 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 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 Mini Competition 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 Mini Competition to reflect any changes introduced by the GSC. In particular where this Mini Competition 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

- <u>Contracts Finder</u>
- 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), UKSBS 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 UKSBS 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 Mini Competition templates such as this, are published on a designated, publicly searchable web site, and, that the same applies to other sourcing documents issued by UKSBS 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 Mini Competition, Bidders are agreeing that their participation and contents of their Response may be made public.

9.0. Timescales

9.1 <u>Section 3 of the Mini Competition 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.</u>

10.0. The Contracting Authority's Contact Details

- 10.1 Unless stated otherwise in these Instructions or in writing from UKSBS or the Contracting Authority, all communications from Bidders (including their subcontractors, consortium members, consultants, and advisers) during the period of this procurement must be directed through the eSourcing tool to the designated UKSBS 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	
"UKSBS"	means UK Shared Business Services Ltd herein after referred to as UKSBS.	
"Bid", "Response", "Submitted Bid ", or "MC" Response"	means the Bidders formal offer in response to this Mini Competition	
"Bidder(s)"	means the organisations being invited to respond to this Mini Competition.	
BVRLA	British Vehicle Rental & Leasing Association	
"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 MC 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 Authority"	means a defined term in the Public Contracts Regulations 2015, a public body subject to the procurement Regulations.	
"Contracting Bodies"	means the Contracting Authority and any other contracting authorities described in the procurement documentation provided.	
"Buyer"	means the legal entity (or entities) for which any Contract agreed will be made accessible to.	
"Contracts Finder"	The government portal for advertising publically funded procurement awards as a result of a MC if above the required threasholds https://www.gov.uk/contracts-finder	
"Due Diligence Information"	means the background and supporting documents and information provided by the Contracting Authority for the purpose of better informing the Bidders responses to this MC.	
"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	
"FoIA"	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation	
"Mandatory"	means any pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.	
"Mini Competition" or MC"	Means a competitive procedure of more than one bidder equally competting to secure an award of the opportunity as well as all related documents published by UKSBS and made available to Bidders and includes the Due Diligence Information.	
"Named Procurement person"	means the single point of contact for the Contracting Authority based in UKSBS that will be dealing with the procurement	
"Order"	means an order for served by any Contracting Body on the Supplier	
"Supplier"	means the organisation awarded the Contract	
"Supplies /Services / Works"	means any supplies/services and supplies or works set out at within <u>Section 4 Specification</u>	

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