

Invitation to Quote

Invitation to Quote (ITQ) on behalf of Advisory Conciliation and Arbitration Service (Acas)

Subject: Product Review

Sourcing Reference Number: PS23265

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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 UK General Data Protection Regulation (UK 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

As your personal data is stored on our IT infrastructure and shared with our data processors Microsoft and Amazon Web Services, it may be transferred and stored securely in the UK and European Economic Area. Where your personal data is stored outside the UK and EEA it will be subject to equivalent legal protection through the use of Model Contract Clauses

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:

The Advisory, Conciliation and Arbitration Service (ACAS)

You can contact the Data Protection Officer at:

Acas Data Protection Officer, The Advisory, Conciliation and Arbitration Service (ACAS), Acas National, 8th Floor Windsor House, 50 Victoria Street, London. SW1H 0TL, Email: dataprotection@acas.org.uk.

Section 2 – About the Contracting Authority

Advisory Conciliation and Arbitration Service (ACAS)

An independent body funded by the Department for Business and Trade (DBT), Acas was established formally by statute in 1976.

Acas aims to improve organisations and working life through better employment relationships and through a range of services delivered with independence, impartiality and are confidential.

Acas provides dispute resolution service both in collective and individual disputes. Acas offers a collective conciliation service for dealing with disputes between groups of workers and their employers. Acas also deals with disputes where individuals claim their employer has breached their legal rights and Acas has a statutory duty to promote the resolution of claims which might result in an Employment Tribunal.

Acas provides expert advice and guidance on workplace rights and good practice through their website and helpline. They also offer training on a wide range of topics. Acas' team of advisers help organisations improve workplace relations and solve problems through tailored projects.

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	The Advisory, Conciliation and Arbitration Service (ACAS), 8 th Floor, Windsor Hse, 50 Victoria St, Westminster, London SW1H 0TL
3.2.	Buyer name	Liz Vincent
3.3.	Buyer contact details	Professionalserices@uksbs.co.uk
3.4.	Maximum value of the Opportunity	£100,000.00 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 <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 Contract Advert on Contracts Finder	Friday, 29 September 2023 Contracts Finder
3.7.	Latest date / time ITQ clarification questions shall be received through the Jaggaer eSourcing Portal	Wednesday, 18 October 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, 20 October 2023 11.00
3.9.	Latest date and time ITQ Bid shall be submitted through the Jaggaer eSourcing Portal (the Deadline)	Friday, 27 October 2023 11.00
3.10.	Date / time Bidders should be available if face to face clarifications are required	Week commencing 6 th November 2023
3.11.	Anticipated notification date of successful and unsuccessful Bids	Wednesday 15 th November
3.12.	Anticipated Contract Award date	Wednesday, 15 November 2023
3.13.	Anticipated Contract Start date	Wednesday, 22 November 2023
3.14.	Anticipated Contract End date	Friday, 29 March 2024
3.15.	Bid Validity Period	90 Days

Section 4 – Specification

1. Introduction

Background to the Organisation:

Acas is a non-departmental public body of the Department for Business and Trade (DBT) providing impartial services for businesses and employees for nearly 50 years, and with statutory powers enshrined in the Employment Protection Act 1975. Our public funding is provided by the Department of Business and Trade, and we generate additional *full cost recovery* income from fee-earned services.

We are governed by an independent Council of experts and influencers in employment relations. The Council has employer, worker and independent members appointed by the Secretary of State for Business and Trade. They shape our strategic direction, policies and priorities and oversee how we work effectively to meet our objectives and targets.

Our purpose

At the Advisory, Conciliation and Arbitration Service (Acas), we exist to make working life better for everyone in Britain. Healthy working relationships are critical not just to the success of workplaces and the economy but also because they allow people to flourish and find meaning and purpose at work.

Where there are problems in working life, relationships suffer and there is a cost. In part, this is financial, paid for by businesses, workers, and the wider economy. But there are emotional costs too, for everyone involved.

At Acas, we help people resolve these problems. We do so by thinking first about the people involved, helping them to have the open, honest conversations that are so often the solution. Whenever we can, we prevent disputes before they happen, through training and advice. But where they cannot be avoided, we do all we can to resolve them, fulfilling our legal responsibility.

Employers often come to us in their most difficult moments and employees at their lowest ebb. Both are looking for someone they can trust. To be worthy of that trust, we are:

Expert

We have been providing advice and conciliation to Britain's workplaces for over a century. While work has changed beyond recognition, our insight and experience ensure we give the most up-to-date advice. We tackle new issues with authority.

Impartial

We work with all sides to help resolve conflict, treating each side equally. We can always be relied upon to give confidential advice and to be frank and honest.

Independent

We are publicly funded and have been independent since 1974. We act only to promote a better future at work.

Fair

A good workplace is a fair one. At Acas, inclusion is central to all we do – we respect and value difference and aim to follow the highest standards. What we ask of others, we ask of ourselves too.

At Acas, we lead the way in promoting good work and reducing disputes. Our success relies on our people working in partnership with employees and employers, academics and policymakers, trade union and business leaders.

Together, we make working life better for everyone in Britain.

Acas priorities

Our strategic ambitions

Our work is delivered through 4 strategic ambitions, which set our direction to 2025. They are explained in the [Acas strategy 2021 to 2025](#).

These are:

- ☐ Growing our reach and access
- ☐ Resolving disputes more quickly and effectively
- ☐ Forging consensus on the biggest challenges facing work and working life
- ☐ Advancing fairness and inclusion

Directorate:

Advice and Business Solution (ABS)s is split into three distinct functions – Advice, customer solutions and performance and development (a support function for the directorate).

The vision for ABS is to deliver insightful, impactful, innovative, and intuitive services that help to prevent and solve workplace conflict and increase productivity. Our customers are firmly at the heart of decision-making, as we strive to understand their needs and respond to the challenges they face.

We strengthen relationships with external stakeholders, and with colleagues in other directorates, thus working together to keep pace with the changing world around us, and the fluctuating needs of our customers.

The ABS team delivers Advice Services to our customers as well as delivering tailored customer support on a chargeable basis. Activities include:

- High quality, practical support to organisations through advice designed to prevent the occurrence of disputes, including complex and tailored support advice,
- High quality, practical support to organisations through training to help them be the best employers they can be for their people,
- Active identification and development of potential new products for the world of work
- Building key customer relationships and identifying commercial opportunities in support of delivering Acas strategy.

2. Background to the requirement

History / Issue:

Acas historically operated across 11 hubs, where each hub had accountability for developing, approving, managing, and delivering its products through the following channels digital and face to face training, webinars, and e-learning. This approach, across numerous geographical silos, resulted in poor systematic growth and inconsistencies with

how the organisation generated, maintained, reviewed, updated, marketed and strategically aligned its products with business objectives.

We are aware that a lack of robust and clear strategic product development processes, structure and in-depth product knowledge has resulted in an *inability for customers* to make 'informed' choices, which is ultimately hindering the way we effectively compete in the market to maximise our impact, reach and revenue.

The 'historic' operating model resulted specifically in a lack of:

High level

- Strategic alignment of the current product portfolio against our objectives and market need
- Knowledge of growth potential based on market competition/latent demand
- Comprehensive and regular product reviews, that routinely test each product against our strategic objectives, customer needs, growth strategy and current research outcomes.
- In-depth knowledge and understanding around the success and failure of our products, so opportunities for improvement can be adequately identified
- Assessment of the commercial/financial viability of products
- Alignment on future development to ensure Acas maximise customer reach, their needs and expectations and increased revenue
- Innovation, which maximises our unique positioning in the marketplace

Granular

- Clarity around our portfolio of products, with respect to the
 1. Number and range of products that have been developed, which has resulted in numerous versions of the same product, accessibility variations and style differences,
 2. Topics, categorises and titles we use,
- Agreed, approved and robust *product development technical specifications and processes,
- Knowledge on how our customers understand what they are purchasing from Acas, and how we understand what they are purchasing from us, and where differences between those things are,
- Understanding of where there is duplication of content across the different channels and where there is either duplication or gaps across subject over different channels.

*Product development technical specification

Where a product development technical specification is a blueprint that outlines the product that is being built, what it is going to look like, and the specific product requirements and functions. It may also include a description of the person or user it is being made for.

Product development technical specifications are used as an outline of the requirements for the product team and provides all the information they need to build the product with specific features and functionalities and offers a technical description, performance specification, and the technical standards to meet along with other details. They are used to communicate information about users, business needs, and any other criteria that will assist the team in designing and building a product.

Product Development Processes can best be described through the following 7 steps:



Current position:

A recent deep dive mapping exercise of Acas's 'product portfolio' identified:

- **155** total products, where a product is collection of impartial advice and information focused primarily on employment law and good working practice, delivered through the following channels 'training', 'webinars', and 'e-learning'). Of the 155 total we have
 - **24** Webinars
 - **101** Face to face or digital training products
 - **25** e-learning modules.
- The taxonomy used to market our products is across
 - Topics - 6 i.e. business skills, dispute resolution, employing people, equality, diversity and inclusion and health and well-being.
 - Categories - 6 i.e. bitesize, keypoint, mock, getting it right, indepth, CIWM
 Product engagement durations range from 1 to 6 hours up to 5 days and a self-paced no time limit e-learning option.
- All products target the same audience namely
 - Line managers, supervisors and team leaders
 - HR professionals
 - business owners
 - Trade Union/employee representatives
 - Individuals who wish to further their professional development
- The income plan for 2023/24 selected **79** from the existing 155 developed products in total (6 face to face, 48 digitally and 25 e-learning modules) to be marketed throughout the financial year, which consisted of **73** different product titles.

Scale of the issue:

Conducting a product deep dive mapping exercise involved:

- a) establishing the number of products available to us, by category
- b) better understanding the 'different' ways in which we have been developing, storing, approving, and updating our products.

This has provided essential intelligence about product coverage we have not had full access to before now, but in doing so it highlighted the scale and depth of multiple issues. In summary, it concluded we have not adopted a strategic approach to developing our future portfolio, we don't understand how we can commercially maximise products and which we should focus on, our products do not systematically link to one another, and are

not all underpinned by robust research and customer need. It has identified that we do not have adequate human resource in place to review those products regularly and adequately, whilst trying to develop new ones. We still do not understand how many versions of each are in circulation. Finally, the way in which we currently store and maintain our products is inefficient.

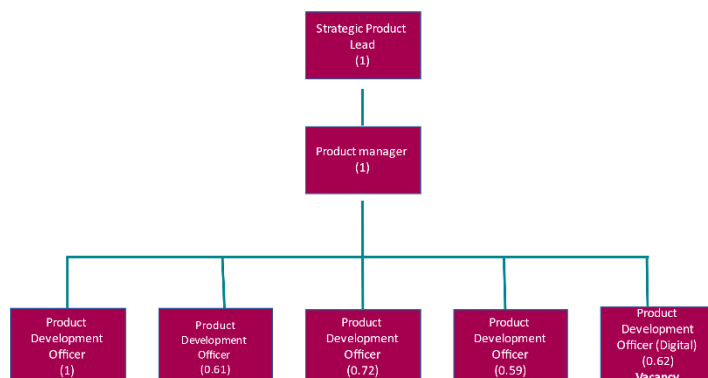
Recent Developments:

The organisation has recently undergone a significant organisational restructure, which has resulted in centralising its functions. This has resulted in the newly formed Advice and Business Solutions directorate whose main purpose is to provide information, advice and training.

The business activities in the area relating to this procurement is the development of products to satisfy the market demand, predominantly for training in the employment relations field.

The team related to the procurement request are the product development team, part of the customer solutions arm of the directorate, with the following structure:

Product Development Team Structure



(Figures in brackets denote FTE equivalent)

3. Aims & Objectives

Reason for the tender exercise:

We lack a clear and concise product offering that strategically aligns with our business objectives, to enable the advice and business solutions arm of Acas to make 'informed' choices. To achieve this, we need to better understand, review and critique our current product portfolio to ensure we:

- Strategically align our products across Great Britain which will ultimately allow for consistency in our delivery, resulting in a more focused workforce.
- Focus efforts to deliver greatest impact and income, ensuring that products deliver against wider strategic objectives
- Develop a clear understanding about our existing customer base and potential for growth
- Adopt a better understanding of not only our products but referrals, our offer of joined-up marketing to improve customer journey and maximise growth potential

Project aim:

To strategically review and align our current product portfolio by undertaking a **product review**, whereby information about our products is analysed against the market, competitors and our current and new customers, so we can confidently identify opportunities, assess demand, and make informed decisions related to product development and deployment, marketing, pricing, distribution and delivery. The output should be a report setting out where we should focus our efforts to deliver greatest impact and income through our products a clear menu of commercially-viable, competitive products in easy to navigate categories and ensure that growth areas/innovation opportunities are identified.

Project Objective:

To conduct a Product Review that considers two elements.

Product Base

- Strategic alignment of the current product portfolio against our objectives and market need
- Knowledge of growth potential based on market competition/latent demand
- Test our current product portfolio against our strategic objectives, customer needs, growth strategy and current research outcomes.
- In-depth knowledge and understanding around the success and failure of our products, so opportunities for improvement can be adequately identified
- Assessment of the commercial/financial viability of products
- Alignment on future development to ensure Acas maximise customer reach, their needs and expectations and increased revenue
- Innovation, which maximises our unique positioning in the marketplace

Market Base

- Consolidate recommendations from existing research, current data, and available insights, specifically: Acas GPS Latent Demand, Acas Open Access Training Events Evaluation, Service Mapping, specifically to identify our target audience by sector, highest volume of employment tribunals and geography demand,
- Determine which products appeal to the target markets,
- Undertake a comprehensive competitor analysis of a minimum of 5-8 competitors, to identify who are competitors are,
- Understand trends, patterns and the growing market and technologies.

4. Requirement**Knowledge and Requirements**

The successful supplier is required to have comprehensive expertise and knowledge to deliver this requirement.

This must cover:

- Understanding of the market and appetite for people management training services among the business population
- Understanding of future trends and opportunities in people management training offers
- Understanding of B2B marketing approaches
- Understanding of training product development and commercialisation processes
- Knowledge and understanding of [HM Treasury Managing Public Money](#), in particular Chapter 6, Fees, Charges and Levies

Contract management

A contract management team will be set up to monitor project progress and performance, and the successful supplier will be expected to arrange and prepare papers for project boards, in line with Acas's requirements, anticipated to take place every 3-4 weeks, in addition to weekly check in meetings.

Project Outcomes: We expect a detailed report that sets out

- A revised, easy to navigate product portfolio offering high quality, commercially-viable, innovative products that meet customers needs, align to corporate objectives and support our business growth.
- Alignment of our current product portfolio to our strategic objectives and market need
- Understanding of how each product is contributing to the prevention and growth agendas
- Accurate assessment of commercial/financial viability of our products, so that we can track our pricing against the cost to deliver
- Understanding of where we should focus our attention to achieve growth including innovation

Project Outputs:

We would expect at the end of the Product Review a report and presentation that detail key findings/ recommendations for each area detailed:

- **Analysis:** of our current product range across the current 6 topics and 6 categories, ensuring there is analysis of typical customers (new and recurring) and how customers typically find out about our access products (econnect/referrals etc)
- **Performance:** which products perform best in terms of sales/ reach/ access/ satisfaction
- **Product content:** where is the duplication/overlap/inter connectivity between products
- **Product gaps:** with a focus on those issues that are most likely to cause Employment Tribunals (ET), that may not be served by our current portfolio. With clarity on what are we missing and how could this contribute to growth?
- **Product taxonomy:** A clear and accessible **taxonomy** to ensure our users understand and can pick the best option for them and they can do that with confidence. Test whether the proposed terminology to ensure it's clear? Do they present barriers? Are they inclusive?
- **Commercial viability:** which products make most financial return and which incur a loss? Cost-benefit analysis should recommend which we remove Vs accelerate.
- **Strategic fit:** understanding which products deliver greatest impact in terms of our overall mission to prevent ETs further upstream /contribute to growth agenda?
- **Customers:** existing vs potential, which are most popular within existing customer base and which, within changing economic climate, will attract target market? What is growth potential (e.g. demand for mental health support in workplace training) which would fit with Acas values, stating which products appeal to the target markets
- **Pricing:** how competitive is our offer? What is potential (and risk) of revised pricing (impact on current customer base vs new customers)
- **Marketing:** consider how are products are marketed against how they should be presented (aims, objectives, content), ensuring the recommendations consider how they should be **delivered** taking into account the right level of complexity for each

of our user's needs. Detailing what is potential for growth if we place more effort in marketing? Recommend which medium(s) are appropriate?

- **Innovation:** providing insight into new ways of working, developments and future thinking in the context of new methods of channels, products, or new ways of delivery
- **Delivery:** direction on digital vs face to face in the context of competition/ customer trends and demands
- **Quality:** areas for improvement
- **Delivery:** identifying the delivery skills requirements for each type of product
- **Presentation:** expect that the report presents/categorises a revised product portfolio in a manner that is clear and concise/ easily consumable and accessible for customers - also setting out the benefit of a revised menu with the optimal number of products we should offer, (e.g. will reduce income from these products as we stop any low value/low impact BUT should contribute to growth by £xxxx by scaling up /digitalising /introducing newly proposed products.
- **Market analysis:** to identify who are our competitors, where we currently sit in the market and why any competitors are ahead. In addition, the supplier should identify trends, patterns and the growing market and technologies

Delivery methods

The contractor will be expected to deploy a wide-ranging and comprehensive set of activities to ensure the project review is thorough and robust enough to withstand scrutiny for future investment decisions and product prioritisation. We are open to ideas from contractors of approaches to delivery which will offer the best value for money and below suggests an indicative combination of activities. Bidders are free to suggest alternatives which will deliver the outcomes we need. Your tender must describe in detail the methods you will use to deliver the review and why these are the most suitable to achieve the project objectives.

- desk review of: the Acas product range content and format, customer feedback forms, insight from recent evaluation reports
- Minimum of 30 interviews covering i) Director of Advice, and Business Solutions and senior leaders on ambitions for strategic direction of products, ii) trainers on delivery considerations and customer intelligence including unmet needs, iii) product development team on results of internal analysis to date, iv) thought leaders on future people management training needs and growth opportunities eg from Higher Education institutions, think tanks and non-competitor people management training and learning providers. Suppliers should give an indicative list of organisations that will be approached for iv) above.
- if considered useful, review of the products being 'delivered'
- desk review of competitor products including scope, delivery methods, price, innovation, scope for future proofing and adaptation – suppliers should state in their bids the criteria they will use for selection of competitor products, the range and number of products to be reviewed with examples
- analysis methods to synthesise 1-4 above and how this will identify optimal product range, pricing and marketing approach, innovation opportunities and optimise Acas capability to achieve its objectives.

Project Forecasted Costs:

The forecasted costs for a project of this scale and nature are £80,000 - £100,00

5. Timetable

Project Milestones:

1. Commencement of the project Mid November 2023
2. Project kick off meeting to discuss clarity of project aims, objectives and outputs with key stakeholders. Week 3 November 2023
3. Weekly check ins with Acas project lead(s)
4. Project Boards (every 3-4 weeks) led and set up by the contractor to discuss and review project progress and any risks to the project not meeting the specific outputs, on schedule, to budget, and to the specifications they have been defined.
5. Project first draft mid-January 2024
6. Project review and consultation week 1 Feb 2024
7. Project conclusion meeting(s), where project outputs should be presented, discussed and confirmation that everything has been met. It is expected this will occur at various senior groups i.e. Executive Board, Senior Leadership Team meetings etc. Final report Week 3 February, and presentations across a two-week period.

Project implementation 'proposed' timeline

Stages	Nov	Dec	Jan	Feb
Project Commencement				
Project Boards				
First Draft				
Project Finish Date				

Payment

It is anticipated that payments will be paid incrementally throughout the project, subject to agreed milestones being met, as follows:

Milestone 1: Mid-point - Progress to date report, (presentation 10th January to Executive Board). The report should describe what has been achieved, methodologies taken, findings thus far, and work still to be achieved, any risks and mitigations, remaining timescales and milestones.

Milestone 2 – Project final report and presentation. Both should have been approved by the Project Board and presented to the agreed senior leadership teams, i.e. Executive Board.

Progress will be reviewed during the regular project board meetings. The contractor will be required to supply a draft invoice schedule following the start-up meeting.

Terms and Conditions

The Contract duration shall be for a period of 2 months (November 2023 to January 2024) from commencement of the Contract.

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	SEL1.10	Information security requirements
Qualification	SEL2.12	General Data Protection Regulations (GDPR) Act and Data Protection Act 2018
Qualification	FOI1.1	Freedom of Information
Qualification	AW1.1	Form of Bid
Qualification	AW1.3	Certificate of Bona Fide Bid
Qualification	AW3.1	Validation check
Qualification	AW3.2	Conflict of Interest Declaration
Qualification	AW3.2.1	Conflict of Interest Declaration Supporting Information
Qualification	AW4.1	Compliance to the Contract Terms
Qualification	AW4.2	Changes to the Contract Terms
Qualification	AW4.3	Contracts with suppliers from Russia or Belarus
Qualification	AW4.4	NDA Terms
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 Envelope	Q No.	Question subject	Maximum Marks	
			Overall	Breakdown
Commercial	AW5.1	Price	20%	20%
Technical	PROJ1.1	Understanding the requirements and context	80%	10%
Technical	PROJ1.2	Methodology and Approach		45%
Technical	PROJ1.3	Ability to deliver (resource, risk management and expertise)		25%

Evaluation of criteria

Non-Commercial Elements

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

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

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

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

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

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

0	The Question is not answered, or the response is completely unacceptable.
10	Extremely poor response – they have completely missed the point of the question.
20	Very poor response and not wholly acceptable. Requires major revision to the response to make it acceptable. Only partially answers the requirement, with major deficiencies and little relevant detail proposed.
40	Poor response only partially satisfying the question requirements with deficiencies apparent. Some useful evidence provided but response falls well short of expectations. Low probability of being a capable supplier.
60	Response is acceptable but remains basic and could have been expanded upon. Response is sufficient but does not inspire.

80	Good response which describes their capabilities in detail which provides high levels of assurance consistent with a quality provider. The response includes a full description of techniques and measurements currently employed.
100	Response is exceptional and clearly demonstrates they are capable of meeting the requirement. No significant weaknesses noted. The response is compelling in its description of techniques and measurements currently employed, providing full assurance consistent with a quality provider.

All questions will be scored based on the above mechanism. Please be aware that there may be multiple evaluators. If so, their individual scores will be averaged (mean) to determine your final score as follows:

Example

Evaluator 1 scored your bid as 60

Evaluator 2 scored your bid as 60

Evaluator 3 scored your bid as 40

Evaluator 4 scored your bid as 40

Your final score will $(60+60+40+40) \div 4 = 50$

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

Commercial Elements will be evaluated on the following criteria.

The lowest price for a response which meets the pass criteria shall score 100. All other bids shall be scored on a pro rata basis in relation to the lowest price. The score is then subject to a multiplier to reflect the percentage value of the Commercial criterion.

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

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

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

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

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

Bid 6 £300,000 differential £200,000 remove 100% from price scores 0.

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

In the example if a supplier scores 80 from the available 100 points this will equate to 40% by using the following calculation: $\text{Score/Total Points multiplied by 50}$ ($80/100 \times 50 = 40$)

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

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

Evaluation process

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

Stage	Summary of activity
Receipt and Opening	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the criteria.
Clarifications	<ul style="list-style-type: none"> The Evaluation team may require written clarification to Bids
Re - scoring of the Bid and Clarifications	<ul style="list-style-type: none"> 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.
Moderation meeting (if required to reach an award decision)	<ul style="list-style-type: none"> To review the outcomes of the Commercial review To agree final scoring for each Bid, relative rankings of the Bids To confirm contents of the feedback letters to provide details of scoring and relative and proportionate feedback on the unsuccessful Bidders response ##
Due diligence of the Bid	<ul style="list-style-type: none"> the Contracting Authority may request the following requirements at any stage of the Procurement: <ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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, e-mails.
- 7.10 Do complete all questions in the evaluation response questionnaire or we may reject your Bid.
- 7.11 Do ensure that the Response and any documents accompanying it are in the English Language, the Contracting Authority reserve the right to disqualify any full or part responses that are not in English.
- 7.12 Do check and recheck your Bid before dispatch.

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

DO NOT

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

Some additional guidance notes

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

Phone 08000 698 632

Email customersupport@jaggaer.com

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

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

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

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

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

- 7.43 The Government revised its Government Security Classifications (GSC) classification scheme on the 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](#)
- [Equalities Act introduction](#)
- [Bribery Act introduction](#)
- [Freedom of information Act](#)

8.0 Freedom of information

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

9.0. Timescales

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

10.0. The Contracting Authority's Contact Details

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

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

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

Appendix A – Glossary of Terms

TERM	MEANING
“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 Contracts Finder Contract 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 accessible to.
“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 ITQ
“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
“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 / Works”	means any supplies/services and supplies or works set out at within <u>Section 4 Specification</u>