Invitation to Quote

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

Subject: UK Spaceflight liabilities state aid notification support

Sourcing Reference Number: CS19399

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

Registered in England and Wales as a limited company. Company Number 6330639.
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VAT registration GB618 3673 25

Version 2.0

Shared Business Services

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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.

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

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

Privacy Statement

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

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

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

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

Privacy Notice

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

YOUR DATA

The Contracting Authority will process the following personal data:

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

Purpose

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

Legal basis of processing

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

Recipients

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

Retention

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

YOUR RIGHTS

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

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

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

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

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

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

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

INTERNATIONAL TRANSFERS

Your personal data will not be processed outside the European Union

COMPLAINTS

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

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

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

CONTACT DETAILS

The data controller for your personal data is:

The Department for Business, Energy & Industrial Strategy (BEIS)

You can contact the Data Protection Officer at:

BEIS Data Protection Officer, Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London SW1H 0ET. Email: dataprotection@beis.gov.uk.

Section 2 – About the Contracting Authority

UK Space Agency (UKSA)

The Agency is responsible for all strategic decisions on the UK civil space programme and we provide a clear, single voice for UK space ambitions. The UK Space Agency is at the heart of UK efforts to explore and benefit from space. The UK's thriving space sector contributes £9.1 billion a year to the UK economy and directly employs 28.900 with an average growth rate of almost 7.5%.

Collaboration lies at the core of the UK Space Agency ethos and applies across Government as well as to external organisations including European and global partners such as the European Space Agency (ESA), the European Union, national space agencies and the United Nations.

The Agency provides funding for a range of programmes via programmes such as the National Space Technology Programme and FP7 and works closely with national and international academic, education and community partners.

UK Space Agency achievements include:

- Implementing Government £10m National Space Technology Programme to support the development of UK technology and services/applications using space data. The first four flagship programmes totalled £6m, matched by £5m from industry.
- The Climate and Environmental Monitoring from Space facilities at the International Space Innovation Centre, supported by £400,000 funding, will make satellite data available to space businesses and institutions, particularly those which do not have the infrastructure to exploit Earth observation data.
- Chaired and led the International Charter ‘Space and Major Disasters’, to task Earth observation satellites quickly to provide data following a major disaster

www.BEIS.gov.uk/ukspaceagency

Section 3 - Working with the Contracting Authority.

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

Section 3 – Contact details		
3.1.	Contracting Authority Name and address	UK Space Agency
3.2.	Buyer name	Chris Grant
3.3.	Buyer contact details	professionalservices@uksbs.co.uk
3.4.	Maximum value of the Opportunity	The contract value shall not exceed £125,000.00 ex VAT
3.5.	Process for the submission of clarifications and Bids	**All correspondence shall be submitted within the Messaging Centre of the e-sourcing. Guidance Notes to support the use of Delta eSourcing is available here.** **Please note submission of a Bid to any email address including the Buyer will result in the Bid not being considered.**

Section 3 - Timescales		
3.6.	Date of Issue of Contract Advert on Contracts Finder	17/12/2019 Contracts Finder
3.7.	Latest date / time ITQ clarification questions shall be received through Delta eSourcing messaging system	03/01/2020 11.00
3.8.	Latest date / time ITQ clarification answers should be sent to all Bidders by the Buyer through Delta eSourcing Portal	06/01/2020
3.9.	Latest date and time ITQ Bid shall be submitted through Delta eSourcing	10/01/2020 14.00
3.10.	Date Bidders should be available if clarifications are required by telephone	13/01/2020
3.11.	Anticipated notification date of successful and unsuccessful Bids	14/01/2020
3.12.	Anticipated Contract Award date	16/01/2020
3.13.	Anticipated Contract Start date	17/01/2020
3.14.	Anticipated Contract End date	31/12/2020
3.15.	Bid Validity Period	60 Days

Section 4 – Specification

Introduction

The UK Space Agency is at the heart of UK efforts to explore and benefit from space, we are responsible for ensuring that the UK retains and grows a strategic capability in space-based systems, technologies, science and applications. We lead the UK's civil space programme in order to win sustainable economic growth, secure new scientific knowledge and provide benefit to all citizens.

We work to:

- co-ordinate UK civil space activity
- encourage academic research
- support the UK space industry
- raise the profile of UK space activities at home and abroad
- increase understanding of space science and its practical benefits
- inspire our next generation of UK scientists and engineers
- licence the launch and operation of UK spacecraft
- promote co-operation and participation in the European Space programme

UK Space Agency is an executive agency, sponsored by the Department for Business, Energy & Industrial Strategy, a Department of the UK Government.

Aims

The UK Space Agency (UKSA) and the Department for Transport (DfT) are developing policy in relation to third party liabilities associated with UK launch activities under the Space Industry Act 2018 (SIA).

The UK Government acknowledges the clear concerns expressed through a call for evidence that was issued in March 2018 regarding the impact of holding unlimited liabilities for launch activities from the UK.

However, launch (both to orbit and sub-orbital) from the UK is a completely new activity and given the risks involved, robust and independent evidence is required to justify exercising the power to limit both the operator's liability to third parties and their liability to indemnify Government.

The response to the call for evidence highlighted concerns raised about holding unlimited liabilities, but did not provide sufficient evidence to justify a limit on liabilities for launch activities from the UK.

Therefore, the Government has commissioned further detailed and independent research to inform a decision as to whether a limit on an operator's liabilities for launch from the UK is justified.

We are also examining the level at which a limit could be set, if a limit is considered appropriate. This will take into account the ongoing work on the methodology for setting the minimum third-party party liability insurance requirement for launch activities from the UK.

If the independent evidence commissioned demonstrates that a limit on liabilities is justified, Government will need to assess any financial, state aid and other legal implications before considering whether a limit on liability is appropriate.

The support requested through this tender exercise will ensure the appropriate preparations are in place if a state aid notification is required.

Objectives

The objective of this tender is to develop a full state aid notification to a point at which the notification is ready for submission. This is so that if a decision is taken by Ministers to limit an operator's liabilities and the proposed approach has state aid implications, that a swift notification can be made if necessary.

The quality of the submission should maximise the chances of state aid approval, given the information and evidence available. The submission should contain the appropriate level of detail that the Commission might reasonably expect in making an assessment so that a decision can be made as quickly as possible on the case.

This tender will also secure essential support in answering any questions about the notification raised by the Commission. Such responses would be required at short notice and involvement in the initial notification would ensure that swift responses could be supported.

Background to the Requirement

There have been no previous procurements relating to a state aid notification in this area.

Background on liabilities under the Space Industry Act 2018 (SIA) -

An important element of the SIA concerns operators' liabilities arising from their spaceflight activity.

Under the UN space treaties, the UK Government is ultimately liable for damage to the persons or property of other states caused by the space activities of its nationals, or caused by such activities carried out from its facilities or territory. This means that another state suffering damage can bring a claim against the UK Government under the UN space treaties. On the ground and to aircraft in flight, the liability is absolute which means that the state bringing the claim would not need to prove fault. In space, the liability is fault based.

In the UK, the UN space treaties are currently implemented by way of the Outer Space Act 1986. As such, under the OSA, space activities are licensed and operators are required to comply with conditions including the requirement that the operator indemnifies the Government for claims brought against it.

In line with the provisions in the OSA, **section 36** of the SIA places a liability on an operator carrying on spaceflight activities to indemnify the Government or listed person or body for any claims brought against them for loss or damage caused by those activities. The bodies listed in this section are ones that may be carrying out functions on behalf of the regulator or will be appointed as a regulator.

Furthermore, in regulating spaceflight activities carried out from the UK, the SIA goes further than the OSA with regard to its liability provisions in order to provide the general public with easy recourse to compensation. As such, **section 34** of the SIA places a strict liability on an operator carrying on spaceflight activities in the UK. This means that the uninvolved general public in the UK suffering injury or damage can bring a claim against an operator without having to prove fault.

This provision was included in the SIA because the Government wanted to ensure that the general public suffering injury or damage in the UK are entitled to the same compensation (without having to prove fault) as foreign nationals are entitled to under the UN Convention on International Liability for Damage Caused by Space Objects, the "Liability Convention". The Liability Convention provides foreign nationals with the ability (via their own Government) to seek compensation (from the UK Government as the responsible launching state) for damage or loss without having to prove fault (where it occurs on the ground or to aircraft in flight).

This strict liability would apply to any injury or damage caused to persons (regardless of nationality) or property in the UK or its territorial waters or to an aircraft in flight or persons and property on board such aircraft over the UK or its territorial waters. It applies to damage that is caused by a craft or space object used by the operator for spaceflight activities.

What are the powers in the SIA to limit liability?

To provide Government with the flexibility to ensure the spaceflight sector can grow, the SIA contains powers to limit, via regulations and in licence conditions, the two types of operator liability identified above.

In **section 12(2)** of the SIA there is a power to specify a limit on an operator's liability to indemnify the UK Government under section 36 of the SIA (Obligation to indemnify government etc against claims). This limit would be set out in an operator's licence.

In **section 34(5)** there is a power to make regulations to limit the amount of liability of an operator for injury or damage to third parties. This limit would be set out in an operator's licence. The limit on this liability can be restricted to injury and damage sustained by prescribed persons or in prescribed circumstances. The intention is that the regulations will prescribe for the uninvolved general public.

The Government is aware that operators have previously raised concerns that an unlimited liability could be a barrier to operating in the space industry. The Government is also aware that other launching nations limit liabilities or provide a state guarantee for the current type of launch activities that take place from their territory and that this might affect the competitiveness of the UK's space market. These powers may therefore be exercised to address these concerns if it is deemed necessary and appropriate to do so.

Further background on the UK's spaceflight programme (Launch UK) can be found here. The programme is a joint-Government programme, covering the UK Space Agency, Department for Transport, Civil Aviation Authority and Health and Safety Executive. UKSA is leading on the procurement.

Scope

The UK Space Agency (UKSA) is looking to procure advice relating to potential state aid issues and contingent liabilities arising from any decision taken to limit the third party liability of spaceflight operators and obligation to indemnify the UK Government arising from UK launch activities. The government is considering the merits of offering a guarantee to indemnify operators for successful claims in excess of any limit of liability under section 34 and 36 of the Act. The advice and services we need require expertise in state aid/competition economics and space insurance/underwriting.

Specifically, the UKSA will require the supplier to deliver the following:

Stage 1 - Market report and analysis to support state aid notification – By the end of February 2020

1. *Carry out economic analysis and financial analysis* to assess and demonstrate that the UKSA's proposed guarantee to indemnify operators against third party claims is compatible with the internal market, and therefore constitutes permissible aid. This analysis would involve applying the "balancing test" and common assessment principles to help demonstrate the compatibility of the guarantee (the potential aid measure) with the internal market under Article 107(3) of the Treaty on the Functioning of the European Union (TFEU). This will cover the following points:

2. Is the aid well designed to deliver the objective of common interest i.e. does the proposed aid address the market failure or other objectives?
   a. Is the aid an **appropriate** policy instrument to address the policy objective concerned?
   b. Is there an **incentive effect**, i.e. does the aid change the behaviour of the aid recipient?
   c. Is the aid measure **proportionate** to the problem tackled, i.e. could the same change in behaviour be obtained with less aid? Is this the minimum aid necessary?
3. Overall, are the distortions of competition and effect on trade limited, so that the overall balance is positive (**balancing test)**?

UKSA will provide further detail and evidence from commissioned research and ongoing work once available to inform the analysis. We anticipate that this will include modelling results from the

UKSA's chief engineer's team on probability of spaceflight incidents and potential scale of losses; evidence on the availability of insurance in the space market; a further commissioned report on the impact of unlimited liability on the market in the UK; and market research on launch cadence / operators.

4. Where applicable, advice on how best to shape the proposed guarantee in order to *remedy the potential negative effects* in terms of distortions in competition and the effect on trade. This should include recommendations for remedies that the UKSA could propose to the State aid authorities in the event of remedies negotiations.

5. *Drafting a market report to support a full State aid notification*. Drawing on the analysis and assessment outlined above, this report would need to set out whether the proposed guarantee is compatible with the internal market and therefore constitutes permissible aid. UKSA will provide further detail and evidence from commissioned research once available to support this work.

6. *Assistance to complete the General Information Form for the notification of State aid* to the European Commission (and other supplementary forms as applicable) on behalf of the UKSA, up to the point at which it is ready for submission on the SANI2 system, along with the necessary supporting documents and evidence. UKSA will provide you with a partially completed form for your further input.

Ex post evaluation

7. The design and development of an *objective and rigorous evaluation plan* of a proposed state guarantee. This will be approved by the UKSA.

Contingent Liability Checklist

8. Drafting responses to questions raised by HM Treasury in relation to the contingent liability held by Government as a result of a liability limit and guarantee. This will take the form of written responses to a number of specific questions raised in the Treasury's Contingent Liability Checklist.

9. The specific questions to be answered will be identified in due course but are likely to include questions 1A – 1C, 3E and 4C. There may also be a requirement to contribute to questions 2A-2E. These questions primarily relate to the rationale for incurring the contingent liability (focusing on market failure), and questions of risk and return for the Exchequer. **A copy of the Checklist questions can be found in the link above (Annex A starting at page 19).**

Out of scope

Please note that legal assessment of the notification is not required. The contractor will also not be required to scope possible options for a limit but will need to assess the compatibility of a preferred option against state aid rules.

Stage 2 - Consultancy on demand following completion of stage 1 [up to 10 months]

1. **Ongoing consultancy for the period immediately preceding, during and after the State notification and approval process to the point that the notification receives approval** (February to December 2020), including the provision of advice and information to answer the Commission's queries on the UKSA notification. These services may not be required and we will advise you if that is the case.

For both stages 1 and 2 the supplier will have access to policy resource to provide further background on a proposed measure, including an initial draft of the state aid notification.

There may also be additional modelling data provided and economist resource Government economic approach.

Requirement

- Whilst UKSA would submit the documentation to Commission as a pre-notification, we wish to provide the level of information needed as if we were submitting a full notification.
- Deliverables in stage 1 to be provided by end-February 2020.
- Adhering to tight, immovable deadlines will be a crucial aspect of this work since **the UKSA needs the market report outlined below to be ready in time for the end of February 2020**.
- UKSA will have a kick-off meeting with the winning supplier after contract award to discuss the approach and provide further data required (subject to data protection and commercial sensitivity considerations). You will not be able to revise your bid in light of this meeting. Such a meeting should be factored into your bid.
- We will hold weekly catch up meetings with you to discuss progress. These will be held by telephone.
- Deliverables for the project area as follows:
    - Delivery of a report setting out a specification for a market report;
    - Delivery of a further report addressing the other questions asked above;
    - Delivery of a project plan for delivering the notification;
    - A final meeting to discuss your advice to senior managers in UKSA, with summary of findings required.
    - These meetings should be factored into your bid.

- Government expects the opportunity to comment on a draft reports prior to acceptance. The reports will be confidential.
- The economic analysis and market reports (as well as the draft evaluation plan) will be included in the state aid notification and will therefore be disclosed to the Commission. The other reports and summaries requested will be confidential and for Government and its relevant regulatory authorities' sole use.
- A final meeting to discuss your advice to senior managers in UKSA in February 2020, with summary of findings required.
- If the state aid notification is no longer required, the on-going consultancy in stage 2 will no longer be required. This will be reflected in the contract with you.
- Given the commercially sensitive nature of the information held and which will form part of any state aid notification, you will be required to enter into a non-disclosure agreement with us. A copy of the NDA is included in the tender documentation.

Timetable

If a decision is taken by Ministers to limit operator liabilities and to initiate a full state aid notification, we wish the notification process to be completed by the end of the implementation period following the UK's exit from the European Union. This is scheduled for the end of 2020. We will therefore require the supplier to enable the submission of a full state aid notification by the end of February 2020. Stage 1 of the contract will therefore need to take place, whereas stage 2 may not be called upon.

Delivery of the final reports of supporting evidence and the market report as set out in the scope and requirements, and completion of the general notification form for uploading onto the SANI2 system would therefore be required by end-February 2020 to enable a Ministerial decision to be made.

Support in terms of ongoing consultancy during the passage of the notification would therefore also terminate at the end of the implementation period for EU exit or upon receipt of state aid clearance (whichever is sooner).

Payment for stage 1 will be made, in alignment with the fixed cost submitted within your response to AW5.2, upon the receipt of the final reports and agreed by UKSA as being satisfactory for the purpose.

Payments for stage 2 will be invoiced for monthly in arrears by you in those months where action is required to answer Commission questions on the notification.

We request a fixed price for the work to be carried out in stage 1 activities. Stage 1 activities will be required to be carried out to completion. The price must factor in an initial meeting post award of contract to discuss the project, and that a level of evidence will be provided to you to inform your reports. Travel and subsistence costs must be in line with UKSA policy as follows:

UKSA does not support Business or First Class travel for staff, contractors or third parties travelling at our request, unless there are medical reasons or exceptional circumstance. Maximum hotel rate of £140 per night also applies, if needed.

Stage 2 pricing will be on a daily rate basis and you must provide a daily rate with your quotation. This work may not be required, pending a further decision on whether a notification is required. We will ask you for an estimate of time at the end of stage 1, if it is possible to do so.

Terms and Conditions

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

Section 5 – Evaluation model

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.

The evaluation and if required team may comprise staff from UK SBS and the Contracting Authority and any specific external stakeholders the Contracting Authority deems required. 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÷3 = 5.33)

Pass / Fail criteria		
Questionnaire	**Q No.**	**Question subject**
Commercial	SEL1.2	Employment breaches/ Equality
Commercial	SEL1.3	Compliance to Section 54 of the Modern Slavery Act
Commercial	SEL2.10	Cyber Essentials
Commercial	SEL2.12	General Data Protection Regulations (GDPR) Act and the Data Protection Act 2018
Commercial	FOI1.1	Freedom of Information
Commercial	AW1.1	Form of Bid
Commercial	AW1.3	Certificate of Bona Fide Bid
Commercial	AW3.1	Validation check
Commercial	AW4.1	Compliance to the Contract Terms
Commercial	AW4.2	Changes to the Contract Terms
Commercial	AW4.3	Non Disclosure Agreement
Quality	AW6.1	Compliance to the Specification
Quality	AW6.2	Variable Bids
Quality	AW6.3	Capacity
-	-	Invitation to Quote – received on time within e-sourcing tool
	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.

Questionnaire	**Q No.**	**Question subject**	**Maximum Marks**
Price	AW5.2	Price	30%
Quality	Proj 1.1	Approach and methodology	25%
Quality	Proj 1.2	Staffing & Team Structure	20%
Quality	Proj 1.3	Understanding the project topic	15%
Quality	Proj 1.4	Risk management	10%

Evaluation of criteria

Non-Price elements

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

Where an evaluation criterion is worth 20% then the 0-100 score achieved will be multiplied by 20**%**.
Example if a Bidder scores 60 from the available 100 points this will equate to 12% by using the following calculation:
Score = {weighting percentage} x {bidder's score} = 20% x 60 = 12

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

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

0	The Question is not answered, or the response is completely unacceptable.
10	Extremely poor response – they have completely missed the point of the question.
20	Very poor response and not wholly acceptable. Requires major revision to the response to make it acceptable. Only partially answers the requirement, with major deficiencies and little relevant detail proposed.
40	Poor response only partially satisfying the selection 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) ÷ 4 = 50

Price elements will be judged 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 price criterion.

For example - Bid 1 £100,000 scores 100.
Bid 2 £120,000 differential of £20,000 or 20% remove 20% from price scores 80
Bid 3 £150,000 differential £50,000 remove 50% from price scores 50.
Bid 4 £175,000 differential £75,000 remove 75% from price scores 25.
Bid 5 £200,000 differential £100,000 remove 100% from price scores 0.
Bid 6 £300,000 differential £200,000 remove 100% from price scores 0.
Where the scoring criterion is worth 50% then the 0-100 score achieved will be multiplied by 50.

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

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

Evaluation process

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

Stage	Summary of activity
Receipt and Opening	• ITQ logged upon opening in alignment with UK SBS's procurement procedures. • Any ITQ Bid received after the closing date will be rejected unless circumstances attributed to the Contracting Authority or the e-sourcing tool beyond the bidder control are responsible for late submission.

Compliance check	• Check all Mandatory requirements are acceptable to the Contracting Authority. • Unacceptable Bids maybe subject to clarification by the Contracting Authority or rejection of the Bid.
Scoring of the Bid	• Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the Selection criteria.
Clarifications	• The Evaluation team may require written clarification to Bids
Re - scoring of the Bid and Clarifications	• Following Clarification responses, the Evaluation team reserve the right to independently re-score the Bid and Clarifications and provide a commentary of their re-scoring justification against the Selection criteria.
Moderation	• There shall be moderation meeting(s) between the evaluators to agree clarification questions • To agree final scoring for each Bid and relative rankings of the Bids.
Validation of unsuccessful Bidders	• To confirm contents of the letters to provide details of scoring

Section 6 – Evaluation questionnaire

Bidders should note that the evaluation questionnaire is located within the **e-sourcing questionnaire.**

Guidance on completion of the questionnaire is available at http://www.uksbs.co.uk/services/procure/Pages/supplier.aspx

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 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 e-sourcing tool 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 Delta 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 and fax details.

7.10 Do complete all questions in the 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 e-sourcing tool. 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 e-sourcing tool and problems with functionality within the tool must be submitted to Delta eSourcing, Telephone 0845 270 7050

7.26 Bidders will be specifically advised where attachments are permissible to support a question response within the e-sourcing tool. 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 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 Delta 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 60 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 Delta eSourcing Portal.

7.40 Bidders should note that if they are successful with their proposal the Contracting Authority reserves the right to ask additional compliancy checks prior to the award of any Contract. In the event of a Bidder failing to meet one of the compliancy checks the Contracting Authority may decline to proceed with the award of the Contract to the successful Bidder.

7.41 All timescales are set using a 24-hour clock and are based on British Summer Time or Greenwich Mean Time, depending on which applies at the point when Date and Time Bids shall be submitted through the Delta 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 introduced its new Government Security Classifications (GSC) classification scheme on the 2nd April 2014 to replace the current 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