

*INVITATION TO TENDER (ITT) FOR:*

*CONTRACT FOR SERVICES****: 104255 Provenance Research***

**Ref. No**:104255

**Issue Date**: 11/11/2024

**CONTENTS**

**SECTION 1**

INFORMATION FOR TENDERERS

1 INTRODUCTION

2 INSTRUCTIONS TO TENDERERS

3 DESCRIPTION OF SERVICES

4 FORM OF AGREEMENT

5 FREEDOM OF INFORMATION

6 DATA PROTECTION ACT 2018

7 ELIGIBILITY OF TENDERERS (JOINT VENTURES OR CONSORTIA)

8 NO MARKETING RIGHTS

9 ADDITIONAL REQUIREMENTS

10 DRAFT TIMETABLE

11 RESPONSE CHECKLIST

**SECTION 2**

SPECIFICATION OF REQUIREMENTS

**SECTION 3**

EVALUATION CRITERIA

**APPENDICES**

* APPENDIX A: COMPANY INFORMATION
* APPENDIX B: PRICING SCHEDULE
* APPENDIX C: TENDER SUBMISSION STATEMENT
* APPENDIX D: COMMERCIALLY SENSITIVE INFORMATION
* APPENDIX E: CONTRACT FOR SERVICES

**SECTION 1**

**INFORMATION FOR TENDERERS**

1. **INTRODUCTION**
	1. The Department for Culture, Media and Sport (DCMS) (‘the Department’) is inviting Tenders for a contract for Provenance Research through an open competition on the Find A Tender Service. The detailed requirements are set out in the Specification of Requirements at Section 2 (‘the Specification’).
2. **INSTRUCTIONS TO TENDERERS**
	1. In submitting a Tender Response, a Tenderer (i.e. a party submitting a response to this ITT) undertakes that in the event of their Tender Response (i.e. their response to this ITT) being accepted by the Department and the Department confirming in writing such acceptance to the Tenderer, the Tenderer will, upon being called to do so by the Department execute the Contract in the form set out in Appendix E of this ITT or in such amended form as may subsequently be agreed.
	2. The Department reserves the right to cancel the procurement exercise at any point. The Department will accept no liability for any losses caused by any cancellation of this procurement exercise nor any decision not to award a Contract as a result of the procurement exercise.
	3. Tenderers are responsible for ensuring that they have submitted a complete and accurate Tender Response and that prices quoted are arithmetically correct for the units stated. Prices provided must be submitted in £ Sterling (GBP), exclusive of VAT.
	4. The Department reserves the right to discuss, for the purpose of clarification, any aspect of a Tender Response with the relevant Tenderer prior to the award of the Contract.
	5. At any time prior to the deadline for receipt of Tender Responses, the Department reserves the right to amend, add to or withdraw all or any part of this ITT at any time during the procurement exercise. Any such amendments, additions, or removals will be notified in writing to all prospective Tenderers.
	6. The contents of this ITT and of any other documentation sent to any Tenderer in respect of this procurement exercise are provided on the basis that they remain the property of the Department and/or any relevant body. Tenderers shall treat the contents of the ITT and any related documents (together called the ‘Information’) as confidential (save in so far as they are already in the public domain) and shall take all necessary precautions to ensure that all information is treated as such and not disclosed (save as described above) or used other than for the purpose of this procurement exercise by the Tenderer.

**Submission of Tenders**

* 1. Tenders must be submitted via the Atamis e-sourcing portal (see 2.19) to be received no later than **[12:00 hrs (GMT), 25th November 2024]** (the deadline for receipt of Tender Responses - see 10.1 below). Please ensure that you allow yourself plenty of time when responding to this invite prior to the closing date and time, especially if you have been asked to upload documents.
	2. Tender Responses not received by the closing time may not be considered unless there is clear evidence that the delay in receipt was beyond the control of the Tenderer.
	3. Any questions concerning aspects of the ITT should be submitted via the e-sourcing portal (see 2.19 below).
	4. Prospective Tenderers are reminded that the entire contents of this invitation belong to the Department. It must only be used for the purpose for which it was issued.
	5. Your Tender Response should remain valid for a period of 90 days from the tender closing date. A tender valid for a shorter period may be rejected.
	6. Tenderers must not inform anyone else, even approximately, what their Tender prices are, or will be. Furthermore, Tenderers must not try to obtain any information about anyone else’s tender or proposed tender.
	7. Page limits are provided for each question in the Technical Submission (Part 2). All written responses should be in a minimum font size of Arial 12 point. Only the information within the set page limit will be evaluated. Additional information will not be evaluated and therefore should not be supplied. The Department will only take account of information which is specifically asked for in the ITT.
	8. Failure to provide the information required or particulars for the relevant question(s) or supply documentation referred to in the Tender Response within the deadline for submission of Tender Response may result in elimination from the procurement exercise.
	9. Answers must be in English. Tenderers should note that where any supplementary documents are not published in English, certified translations into English must be provided with the Tender Response (if applicable).
	10. No representation, warranty or undertaking, express or implied, is or will be given by the Department or any of its agents or advisers with respect to the information contained in this ITT document, including with respect to its accuracy, adequacy or completeness.
	11. All Tenderers are solely responsible for all their costs and expenses incurred in connection with this procurement process at all stages. Under no circumstances will the Department be liable for any costs or expenses borne by or on behalf of the Tenderer or any party associated with this procurement process.
	12. If you do not wish to submit a tender, please notify us to that effect. It would be appreciated if the reasons for not submitting a tender are given, although there is no obligation to do so.
	13. The information and/or documents for this opportunity are available on the Atamis e-sourcing portal: <http://dcms.my.site.com/> You must register on this site to respond. If you are already registered you will not need to register again, simply use your existing username and password. Please note there is a password reminder link on the homepage.

Tenderers must log in, go to your My Proposals and Quotes section and accept the opportunity in order to respond. Please ensure you review all communications and follow any instruction provided to you.

If you experience any technical difficulties please contact the Atamis eSourcing Helpdesk at support@atamis.co.uk

**Selection of Successful Tender**

* 1. Tender Responses will be checked for completeness and compliance with this ITT and only compliant Tender Responses will be evaluated. Non-compliant Tender Responses may be eliminated from the procurement exercise.
	2. The Department will award the Contract(s) to the Tenderer submitting the most economically advantageous tender based on the combined responses submitted in relation to the technical and commercial requirements. Section 3 (Evaluation Criteria) sets out the full range of criteria for assessing Tender Responses.
	3. The Department reserves the right to undertake a detailed financial and technical appraisal of each Tenderer and for this process to continue up to the award of the Contract(s). Further appraisal may continue if required through the duration of the Contract. This may result in the Department requiring assurances from the Tenderer/Supplier, such as Parent or Ultimate Holding Company Guarantees, if required.
	4. The Department shall be under no obligation to accept the lowest or any tender and, unless the Tenderer expressly stipulates to the contrary at the time of tendering, reserves the right to accept such portion of a tender as it decides. All Tenderers will be notified of the Contract award decision.
	5. The Department may require Tenderers to present details or aspects of their tender submission to the Department and its advisors for the purposes of clarification. No marketing material should be included in the presentation. No information other than that specifically requested in writing by the Department should be included in the presentation. Tenderers are responsible for all costs or expenses incurred by tenderers associated with any presentation.
1. **DESCRIPTION OF SERVICES**
	1. The Specification (as at Section 2 of this ITT document) sets out the various services that may be required.
	2. The Specification will form part of the eventual Contract(s).
	3. Tenderers should formulate their Tender Responses based on the Specification. Any changes in the Department’s requirements would be the subject of post tender discussions.
	4. The Supplier (i.e. the successful Tenderer) should comply with all requirements of the Framework for Sustainable Development on the Government Estate. Environmentally friendly products where applicable should be used.
2. **FORM OF AGREEMENT**
	1. The Contract between the Department and the Supplier will be based as closely as possible on the Contract for services provided (refer to Appendix E) including its annexes and any schedules.
	2. Information presently left out of the Contract will be derived from the Supplier’s Tender Response and, if appropriate, post tender clarification.
	3. Please note that no material changes to the Contract will be accepted and by submitting a tender response Tenderers are confirming they unreservedly accept the terms and conditions as set out in the Contract and related annexes. Should any changes be requested these must be supplied together with your tender submission and the Department may consider these at their discretion. If the Department rejects any such requested changes, the Tenderer will be required to accept the Departments terms and conditions or their response will be assessed as Non-compliant and eliminated from the procurement exercise. The Department reserves the right to withdraw our acceptance of your tender offer at any point until signature of Contract by all Parties.
3. **FREEDOM OF INFORMATION**
	1. Any information submitted to the Department may need to be disclosed and/or published by the Department. Without prejudice to the foregoing generality, the Department may disclose information in compliance with the Freedom of Information Act 2000, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the Department to order disclosure.
	2. If the Tenderer considers that any of the information included in their completed ITT is commercially confidential then the Tenderer shall identify it and explain (in broad terms) what harm might result from disclosure and/or publication. If required, this should be provided using the template at Appendix D. It should be noted though, that even where the Tenderer has indicated that information is commercially sensitive, the Department may disclose this information where it sees fit.
	3. Receipt by the Department of any material marked ‘confidential’ or equivalent should not be taken to mean that the Department accept any duty of confidence by virtue of that marking.
	4. The UK Government is committed to greater data transparency in the public sector. Accordingly the Department reserves the right to publish its tender documents, contracts and data from invoices received and may at its discretion redact all or part of such information prior to publication. In doing so the Department may at its absolute discretion take account of the exemptions that would be available under the Freedom of Information Act 2000.
4. **DATA PROTECTION ACT 2018**

6.1 The awarded Contract will be subject to the Data Protection Act (DPA) 2018 which came into force from the 25th May 2018. Tenderers should ensure they are both familiar with the legislation and of their obligations as the Data Processor. Guidance from the Information Commissioner’s Office (ICO) is available [here](https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/). The Department reserve the right to request additional evidence to undertake sufficient due diligence of any Tenderer and/or Supplier to ensure they can implement the appropriate technical and organisational measures to comply with the act (i.e. provide guarantees of their ability to comply with the regulations).

6.2 Where applicable to the services outlined within this ITT the draft contract for services, attached at Appendix E, details the specific roles and responsibilities of the Controller, the Processor and any Sub-processors.

6.3 In certain circumstances, DCMS (the Controller) is required to conduct a Data Protection Impact Assessment (“DPIA”) prior to any processing. A DPIA may be undertaken after contract award but prior to any processing with support from the Tenderer or Supplier (the Processor), factoring in time to consult the ICO if the DPIA relates to high risk processing.

1. **ELIGIBILITY OF TENDERERS (JOINT VENTURES OR CONSORTIA)**
	1. Tenderers may take the form of sole legal entities or may wish to combine to form consortia, joint ventures (JVs), unincorporated associations or partnerships. This may, for example, apply to entities who feel that alone they do not have the capacity or capability to address the size and scale of the Department’s requirement. Tenderers are responsible for determining the most appropriate approach to delivering their proposal, should consider the instructions below and also consider whether sub-contracting alone may be sufficient.
	2. The following additional instructions apply to Tenderers who put forward a joint approach:

(i) A Lead Party must be identified that shall submit a ITT response on behalf of all Parties to the JV/consortium;

(ii) The Lead Party shall be responsible for all communication with the Department during the procurement process;

(iv) As part of their ITT response, the Tenderer must submit a structure diagram identifying the roles and relationships between the Parties including all relevant companies, their respective parent or ultimate holding companies.  The structure should make clear who will be contractually responsible for delivery of the contract and ensure that, as a minimum, the legal obligations and liabilities of the Tenderer are borne by an entity or entities which satisfy the financial and economic requirements set out in the ITT. Where the group is proposing to create a separate legal entity, such as a special purpose vehicle (SPV) or consortium, they should provide details of the actual or proposed percentage shareholding of the constituent members within the new entity and details of its legal and operational structure. An SPV is a legal entity that is formed to perform a specific contract;

(v) Appendix C (Tender Submission Statement) should be completed and signed by all Parties together with written confirmation from each Party that they authorise the Lead Party organisation to act on their behalf in relation to this procurement exercise;

(vi) If awarded a Contract, unless otherwise stated in your submission, each of the Parties shall be jointly and severally responsible for the due performance of any contract with the Department.

* 1. Tenderers must advise the Department if there is any change to their legal status and/or composition during or after the procurement process, and the Department reserves the right to disqualify Tenderers where significant or material changes occur.
1. **NO MARKETING RIGHTS**
	1. Tenderers shall not and shall procure that their subcontractors, representatives, agents and/or advisors do not do any of the following without obtaining the prior written consent of the Department:

(i) make a public statement or communicate in any form with the media in connection with this procurement process;

(ii) use any trademarks, logos or other intellectual property rights associated with the Department and/or its stakeholders;

(iii) represent that the Tenderer is directly or indirectly associated in any way with the Department and/or its stakeholders or that its or their respective products and/or services are in any way endorsed by the Department and/or its stakeholders; or

(iv) do anything or refrain from doing anything which would have an adverse effect on or embarrass the Department and/or its stakeholders.

1. **ADDITIONAL REQUIREMENTS**

9.1 **Information Sharing Across Government**

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 Department may disclose within Government any of the Tenderer's documentation/information (including any that the Tenderer considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Tenderer to the Department during this procurement. The information will not be disclosed outside Government. Tenderers taking part in this competition consent to these terms as part of the competition process.

9.2 **Government Security Classifications**

The Government has introduced its new Government Security Classifications (GSC) classification scheme 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 potential Tenderers are encouraged to make themselves aware of the changes and identify any potential impacts in their tender, as the protective marking and applicable protection of any material passed to, or generated by, you during the tender 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](https://www.gov.uk/government/publications/government-security-classifications)

The Department reserves the right to amend any security related term or condition of the draft contract accompanying this ITT to reflect any changes introduced by the GSC.

9.3 **Cyber Essentials Scheme**

It is mandatory for Suppliers to demonstrate that they meet the technical requirements prescribed by Cyber Essentials for those contracts featuring any of the characteristics set out below.

The requirements can be found at:https://www.cyberaware.gov.uk/cyberessentials/

Any of the following characteristics will necessitate the requirements prescribed by Cyber Essentials:

i) Where personal information of citizens, such as home addresses, bank details, or payment information is handled by a Supplier.

ii) Where personal information of HMG employees, Ministers and Special Advisors such as payroll, travel booking or expenses information is handled by a Supplier.

iii) Where ICT systems and services are supplied which are designed to store, or process, data at the OFFICIAL level of the Government Protective Marking scheme.

Where any of the above apply, assurance will be required that Suppliers themselves exercise good cyber security practice, holding Cyber Essentials as a minimum by contract commencement.

Potential Suppliers are required to implement appropriate arrangements for data security at all times, particularly relating to the transmission and storage of personal data. Such procedures must meet the standards outlined in the Data Protection Act.

9.4 **CE marking**

Any applicable product provided as part of your response must comply with EU safety, health and environmental requirements and bear CE marking in line with the following guidance: <https://www.gov.uk/guidance/ce-marking>.

9.5 **Armed Forces Covenant**

The Armed Forces Covenant is a public sector pledge from Government, businesses, charities and organisations to demonstrate their support for the armed forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.

The Covenant’s 2 principles are that:

• the armed forces community should not face disadvantages when compared to other citizens in the provision of public and commercial services

• special consideration is appropriate in some cases, especially for those who have given most such as the injured and the bereaved.

DCMS encourages all Tenderers, and their suppliers, to sign the Corporate Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.

Guidance on the various ways you can demonstrate your support through the Corporate Covenant is at [The Corporate Covenant](https://www.gov.uk/government/collections/armed-forces-covenant-supporting-information).

If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: covenant-mailbox@mod.uk

Address: Armed Forces Covenant Team, Zone D, 6th Floor, Ministry of Defence, Main Building, Whitehall, London, SW1A 2HB

The Armed Forces Covenant is not a condition of working with DCMS now or in the future, nor will this issue form any part of the tender evaluation, contract award procedure or any resulting contract. However, DCMS very much hopes you will want to provide your support.

1. **DRAFT TIMETABLE**

10.1 This timetable is provided as a guideline only and is subject to change.

| **Description** | **Date** |
| --- | --- |
| Issue of ITT | 11/11/24 |
| Deadline for clarification questions to be issued to the Department | 18/11/24 at 12:00pm |
| Clarification Interviews (if required) | w/c 25/11/24 |
| **Deadline for receipt of Tender Responses** | **25/11/24 at 12:00pm** |
| Contract award notification | w/c 2/12/24 |
| Contract award  | w/c 2/12/24 |
| Contract commencement | w/c 2/12/24 |
| Start up meeting | w/c 2/12/24 |
| Service commencement | w/c 2/12/24 |
| Contract end date  | 31/3/25 |

10.2 The Department reserves the right to extend the contract for a further six months.

1. **RESPONSE CHECKLIST**

Please ensure you have provided all the relevant documents in the table below when sending your Tender Response. The following documentation will form your Tender Response and should be provided via the Atamis e-sourcing portal by the deadline for receipt of Tender Response stated at 10.1 (above) of this ITT document:

| **Document description** | **Mandatory to provide?** | **Format** | **File name** (please name your documents as below when uploading to Atamis) |
| --- | --- | --- | --- |
| **Part 1** |
| Technical Submission | Mandatory | Word/PDF (single document containing responses to Questions 1-5) | “**Tenderer name**\_Technical Submission” |
| **Part 2** |
| Appendix B: Pricing Schedule  | Mandatory | Word/PDF/Excel spreadsheet (template at Appendix B) | **“Tenderer name**\_Pricing Schedule” |
| Appendix B: Pricing Schedule  | Mandatory | Word/PDF/Excel spreadsheet (template at Appendix B) | **“Tenderer name**\_Redacted Pricing Schedule” |
| **Other Appendices** |
| Appendix A: Company Information | Mandatory | Word/PDF (template at Appendix A) | “**Tenderer name**\_Appendix A” |
| Appendix C: Tender Submission Statement | Mandatory | Word/PDF (signed)(template at Appendix C) | “**Tenderer name**\_Appendix C” |
| Appendix D: Commercially Sensitive Information | Only if desired | Word/PDF(template at Appendix D)  | **“Tenderer name**\_ Appendix D” |

**SECTION 2**

**SPECIFICATION OF REQUIREMENTS (‘Specification’)**

**Introduction and Purpose**

1. The Department for Culture, Media and Sport (DCMS) (‘the Department’) is inviting Tenders for a contract for research services to investigate the provenance of cultural objects in the export licensing system. The research will investigate how to determine provenance, the issues which arise when dealing with objects with incomplete provenance, and the methods used in other countries to verify provenance.
2. It is expected that suppliers will have qualitative, survey research and expertise in assessing provenance within their delivery team. Provenance expertise should include knowledge of and experience/expertise in researching the provenance of cultural objects and dealing with provenance questions in relation to specific cultural objects.
3. The aim of this research project is to develop our understanding of the issues involved in establishing provenance and help to identify options for change and improvement of the UK export licensing application process.

**Background**

1. Export licensing for the export of cultural property from the UK is a statutory function carried out on a UK-wide basis by the Export Licensing Unit (ELU) at Arts Council England (ACE) under delegated authority from the Secretary of State for Culture, Media and Sport.
2. The UK export licensing system is designed and intended primarily to identify potential UK national treasures and provide an opportunity to prevent their permanent export and retain them in the UK for public benefit. It carefully balances the opportunity to retain our ‘national treasures’ with the rights of owners to move and dispose of their property as they wish. In issuing export licences efficiently and evaluating potential national treasures, the ELU and the Reviewing Committee on the Export of Works of Art and Objects of Cultural Interest (RCEWA) respectively, support our world class art market and widen opportunities for public access to our cultural treasures in our museums and galleries.
3. A UK export licence provides confirmation that the *export* of the object concerned from the UK is lawful, but it is not intended as confirmation of the lawful *provenance* of the object. Although evidence of provenance is required with an application for an export licence, many applicants do not provide sufficient evidence with their application. Moreover, many cultural objects have no or incomplete provenance because relevant evidence was lost over time, not retained or never existed. The ELU estimates that it has to ask for further provenance information on around 40% of the c.4,500 licence applications it receives each year. This can delay consideration of the application and, in a small number of cases, does not resolve the questions about the provenance of the object concerned.
4. Further information on export licensing is available on the export licensing pages of [ACE’s website](https://www.artscouncil.org.uk/supporting-arts-museums-and-libraries/export-licensing#section-1).

**Scope**

1. The research will focus on provenance in the export licensing system. It will consider and investigate:
	1. the evidence requirements for provenance in the UK export licensing system;
	2. the reasons why evidence may not be provided or may not be available;
	3. the issues which arise in providing evidence for different types of object and in different circumstances - for example, archaeological, excavated and metal-detected objects are often particularly problematic;
	4. the issues which arise when dealing with objects for which there is no or incomplete provenance, suspected false or deliberately missing provenance, or disputed provenance; and
	5. the methods used in other countries to verify (or otherwise) the lawful provenance of cultural objects for export licensing purposes.
2. It will not address wider issues relating to the use and requirements for provenance, for example, in the UK art market, in museums, in relation to the import of cultural objects into the UK, or in connection with other statutory schemes such as Acceptance in Lieu and the Cultural Gifts Scheme. However, DCMS will consider whether the findings of the research may be relevant in other contexts.
3. The key questions and issues to be addressed in the research will be:
	1. What sort of evidence of provenance is or might be required for different types of objects and in different circumstances?
	2. What is or might be reasonable to expect applicants to provide for different types of objects and in different circumstances?
	3. What are the reasons for applicants not providing evidence of lawful provenance with their export licence applications?
	4. How and to what extent do other countries take account of provenance issues in export licensing?
		1. To the extent that provenance is a consideration in export licensing, what evidence are applicants required to provide?
		2. What happens in cases where there is little or no evidence to support lawful provenance? Or where there is incomplete provenance?
		3. Are there different provenance requirements for different types of objects? If so, what are they and how do they differ?

**Methodology**

1. We anticipate that the research methods will include surveys, semi-structured interviews with relevant stakeholders, including the ELU, RCEWA members, British Art Market Federation (BAMF), art market participants, research institutions and representatives of UK museums, and reviewing legislation, reports and guidance published in the UK and other countries. DCMS will be able to provide stakeholder contact details where needed.

**Output requirements**

1. The key outputs of the research will be a final report to be published and a presentation to DCMS and a slide pack summarising the study, methods applied and key findings to be delivered in March 2025.
2. All reporting should be accessible to a range of audiences, and pay particular regard to explaining findings in a clear and comprehensive manner, avoiding technical jargon where possible.
3. All reports and all related outputs and data remain the intellectual property of DCMS. Decisions regarding the timings for the publication and format of reports will be taken by DCMS. Reports should be provided in MS Word and PDF format. All reports need to be fully web accessible and follow the requirements laid out in this article <https://www.gov.uk/guidance/publishing-accessible-documents#full-publication-update-history>

**Project Management and Governance**

1. The supplier is required to appoint one lead project manager responsible for all components of the evaluation. There will be one lead project manager for DCMS.
2. DCMS’s research project manager and/or team will provide advice and guidance on any issues during the course of the project. Where comments or input are required from DCMS, the successful supplier should allow sufficient time for turnaround and give advance notice where possible. As a general guide DCMS will aim to turn around minor requests within one week and major requests (e.g. commenting on drafts of reports, or checking data outputs) within two weeks. It is likely that key documents and decisions will require clearance from policy colleagues within DCMS. The Provider should factor these clearance periods into project timings and indicate clearly in any project timetable when such outputs will be submitted for clearance.

**Ethics and Data Protection**

1. The research will be expected to meet the requirements of the Government Social Researcher (GSR) Professional Guidance: Ethical Assurance for Social Research in Government. If undertaking qualitative research, the successful provider must obtain informed ethical consent from any participants and clearly explain how the information they provide will be stored, reported and protected.

**Quality Assurance**

1. The successful provider is required to thoroughly quality assure any data before submitting to DCMS, and ensure any personal information or data is removed before submission. The successful provider will be required to ensure appropriate quality assurance at all levels of the evaluation (including fieldwork, data collection, and analysis and reporting stages). Potential suppliers should state ISO or other accreditations they hold.

**Timeframes**

1. The project will commence in mid November 2024. The deadlines for stages of the project are outlined below:

N.B. the timetable is indicative and subject to change

| **Deliverable** | **Milestone Payment** | **Timeline** |
| --- | --- | --- |
| Project Set-up Completed by |  | w/c 2nd December 2024 |
| Interview and survey strategy and sample identified |  | 13th December 2024 |
|  | **Milestone 1: Provide a research plan with methodology for DCMS to review\***\*Note DCMS will review and provide feedback by Mon 6 Jan | **20th December 2023** |
| Surveys and structured interviews designed and conducted, desk research completed |  | 17th February 2025 |
|  | **Milestone 2: Complete all necessary fieldwork** | **24th February 2025** |
| A draft version of the main report  | **Milestone 3: Deliver a draft version of the main report**  | **17th March 2025** |
| A presentation to DCMS analysts and policy colleagues on the final key results. |  | 31st March 2025 |
|  | **Milestone 4: Deliver the Research report and presentation to DCMS** | **31st March 2025** |

**Budget Estimate**

1. The project has a budget of up to £40,000 for delivery of the research. Prices must be inclusive of all fees, costs and expenses and exclusive of VAT.

**Service level agreements**

1. DCMS will expect the following as a minimum:
* Adherence to the timetable detailed above. It is essential that the project is delivered satisfactorily and on time. You must be able to offer an appropriate level of expertise and experience, and be able to deliver the outputs in the desired timeframe.
* There are likely to be a minimum of 3 meetings held between the successful bidder and representatives from DCMS:
* An inception meeting to agree the approach and confirm delivery dates and meetings following the completion of the respective methodological stages.
* A meeting during the fieldwork stage of the project to discuss progress
* A final meeting at the end of evaluation where findings will be presented to representatives at the Department.
1. The successful bidder will be expected to submit weekly updates via email to the DCMS contract manager throughout the months in which the reports are being prepared. To ensure that reports are to the standard required by the Department, we would like to review an electronic draft of all reports two to three weeks prior to their respective deadlines. It is expected that the supplier provides a dedicated point of contact for the Department.

**Location**

1. The location of the Services will be carried out at the Supplier’s premises’.

**SECTION 3**

**EVALUATION CRITERIA**

**Questionnaire and Evaluation Criteria**

The elements of the Tender Response to be evaluated will be made up of 2 parts as shown below:

| **Part** | **Description** | **Weighting** |
| --- | --- | --- |
| PART 1: | Technical Submission | 70% |
| PART 2: | Pricing Schedule | 30% |
| **Total:** | **100%** |

These are described in more detail below, together with information on how they will be assessed.

**PART 1: Technical Submission**

The questions in Part 1 are weighted, showing the relative importance of each criteria (expressed as a percentage). The total weighting for this section is **70%**. This is made up of the below questions:

| **Question**  | **Weighting** |
| --- | --- |
| **1: Conflict of Interest** | Pass/Fail |
| **2: Data Protection** | Pass/Fail |
| **3: Skills, expertise and capacity** | 30% |
| **4: Methodology** | 25% |
| **5: Understanding of the sector** | 15% |
| **TOTAL FOR TECHNICAL SUBMISSION:** | **70%** |

Each question response will be evaluated and marked on a scale of 0-4 where:

**0** – **Serious concerns:** e.g. does not meet requirements, and/or raises serious concerns

**1** – **Minor concerns:** e.g. meets some requirements but with gaps and/or some minor concerns

**2** – **Adequate confidence:** e.g. meets most/all requirements, but lacks sufficient detail or evidence in some areas

**3** – **Good confidence:** e.g. meets all requirements and provides a detailed response but lacks evidence in minor areas

**4** – **Excellent confidence:** e.g. meets all requirements, provides a detailed response and evidence which demonstrates a particularly strong understanding of the requirements

Your score will be determined by the marks awarded for each question (out of 4), in accordance with the applicable weighting.

For example, if the weighting for a question is 10%, a mark of 4 for that question would lead to a score of 10%. A mark of 3 would lead to a score of 7.5%, a mark of 2 would lead to a score of 5%, a mark of 1 would lead to a score of 2.5%, and mark of 0 would lead to a score of 0%.

The questions for the Technical Submission along with the evaluation criteria for each, are shown below:

| **Question**  | **Response Requirements** | **Weighting**  |
| --- | --- | --- |
| **Question 1: Conflict of Interest** | Please advise if there is any actual or perceived conflict of interest with regards to this contract and your organisation including members of staff. **Pass/Fail scoring criteria as follows:**The Department’s opening panel will meet with the Department’s legal department and representatives from the technical evaluation panel to discuss any actual or potential conflict of interest issues that have been disclosed by a Tenderer. The attendees at this meeting will decide whether the Tenderer’s internal management processes and controls are satisfactory to safeguard against the actual or potential conflict of interest. If the team agree that a Tenderer’s internal management processes and controls are insufficient to safeguard against any conflict of interest issues. The team will make a recommendation to the Commercial Director to exclude that Tenderer from the procurement exercise.   | Pass/Fail |
| **Question 2: Data Protection** | Please set out the processes and procedures you have in place for ensuring your GDPR obligations are met with regards to the specific data held for this contract. Please include details of:* How you will ensure an adequate level of protection for any personal data processed by others on your behalf? (e.g. HR / Payroll / IT)
* How you will ensure GDPR obligations are met by sub-contractors
* Relevant security measures
* How you will seek assurances about the origins and accuracy of any personal data sourced for the purpose of this contract e.g. bought-in contact lists?
* How you will deal with data breaches and subject access requests
* Safeguarding processes for high risk data (e.g. children, vulnerable adults, sensitive data such as gender, race, etc.)

**Evaluation criteria:**The Tenderer should demonstrate a sound understanding of their GDPR obligations in relation to this specific Contract. They should demonstrate that they have sufficient processes and procedures in place to ensure they meet their GDPR obligations, or that they will do so before data is processed. Security measures and relevant data protection procedures should be appropriate to the nature of the data being processed and adequate safeguarding processes should be in place for high risk data.Page limit: 2 A4 sides | Pass/Fail |
| **Question 3: Skills, expertise and capacity** | Please demonstrate the relevant skills and expertise of your organisation and staff, to undertake this work. Please provide CV details (key information, not full CVs) for up to 3 Key Persons who will be responsible for delivering this work. Please include an organogram showing a summary of roles and responsibilities, and the amount of each person’s time to be dedicated to this project. Please also demonstrate that you have sufficient capacity to carry out this work. If the team includes any staff who are not permanently employed by your organisation please include details and advise how they will be secured and managed for the duration of the Contract.**Evaluation criteria:** Your response should provide evidence that the Tenderer and Tenderer’s team has excellent and relevant skills, expertise and experience to enable successful delivery of the project, with appropriate knowledge of the subject matter area. The response should demonstrate appropriate allocation of senior/junior resource and give confidence that appropriate Key Persons will dedicate sufficient time to the Contract. The response should demonstrate there is sufficient capacity to carry out this work, and manage this project as a priority alongside any other current work.Page limit: 5 A4 sides (including CV details and organogram) | 30% |
| **Question 4: Methodology** | Please provide details of your methodology for the project, from contract commencement to contract completion. This should include:* Proposed methodology for how you will carry out the work including key tasks and activities
* Rationale for your proposed approach
* High level project plan
* How you will meet the timescales required, and ensure the timings and contract price are not exceeded
* Key risks you feel may arise and how you will overcome these

**Evaluation Criteria:**Your response should: * Demonstrate a clear and appropriate methodology for delivering the contract requirements, with clear rationale
* Provide confidence in your approach and ability to deliver the scope of the project, in an appropriate manner
* Provide confidence that the timescales and price will not be exceeded
* Identify key risks and propose appropriate mitigation strategies

Page limit: 3 A4 sides | 25% |
| **Question 5: Understanding of the Sector** | Please demonstrate your understanding of the relevant sector and subject matter area for this Contract, and potential challenges that may be faced within this industry. **Evaluation criteria:**Your response should demonstrate that the Tenderer has a sound understanding and knowledge of the relevant sector and subject matter area, to enable successful delivery of the Contract. This should include awareness of relevant current issues. The Tenderer should identify key potential challenges that may be faced in the industry, with an appropriate approach to managing and resolving these effectively. Page limit: 1 A4 side | 15% |
| **TOTAL FOR PART 1:** | **70%** |

**Note: Please do not include any financial or pricing information in your Technical Submission.**

**The Department reserves the right to reject any Tenderer who scores ‘0’ in any of the questions in Part 1, and/or achieves an overall score of less than 35% in Part 1.**

**PART 2 Pricing Schedule**

Part 2 is weighted, with a total weighting of 30% for this section.

Please complete the template provided (Appendix B Pricing Schedule) and ensure all relevant sections are completed. Please also provide a redacted version of Appendix B Pricing Schedule which provides all the information requested except any pricing e.g. fixed prices or day rates.

**1. Completion of the Pricing Schedule**

## Tenderers should complete the Pricing Schedule as per Appendix B to this ITT.

## Prices quoted should be in GBP £ Sterling, and should include all costs and expenses, and exclude VAT.

**2. Evaluation of the Pricing Schedule**

## The commercial evaluation will be carried out by establishing the assessed price of each Tender, taken from each completed Pricing Schedule. The assessment will be conducted against the fixed prices tendered in the Pricing Schedule.

Should there be any clarifications with the Tenderer during the evaluation process which, as a result of the clarification, results in any price adjustment to the Tenderers original submission the adjusted price (where accepted) will be taken as the final fixed Tender Price for evaluation.

## The maximum marks available for this part of the Tender will be 30% and will be awarded to the Tenderer submitting the lowest price. The remaining Tenderers will receive marks on a pro rata basis from the lowest to the highest price.

The calculation used is the following:

Score = Lowest Tender Price x 30 (Maximum available marks)

 Tender Price

For example, if three Tender Responses are received and Tenderer A has quoted £3,000 as their total price, Tenderer B has quoted £5,000 and Tenderer C has quoted £6,000 then the calculation will be as follows:

Tenderer A Score = (£3000/£3000) x 30 (Maximum available marks) = 30%

Tenderer B Score = (£3000/£5000) x 30 (Maximum available marks) = 18%

Tenderer C Score = (£3000/£6000) x 30 (Maximum available marks) = 15%

**3. Abnormally low tenders**

Tenders with abnormally low prices may be rejected by the Department. Prices that are suspiciously low in the opinion of the Department will be considered further before a decision is taken as to whether the price is abnormally low. This will include clarification with the relevant Tenderer.

**4. Total Scores and Award decision**

## The Department will award the Contract to the Tenderer submitting the most economically advantageous offer from the point of view of the Department.

## The most economically advantageous offer will be the Tender that achieves the highest combined final score (out of 100%), made up from the Technical Submission score (max score = 70) and the Pricing score (max score = 30).

## The Department will notify all Tenderers of its contract award decision.

**APPENDIX A**

**COMPANY INFORMATION**

Please complete and upload as part of your Tender Response.

| Tender reference: | **104255 Provenance Research** |
| --- | --- |
| Tenderer organisation name (company name).  |   |
| Company registration number (as listed with Companies House).  |   |
| Company registered address (as listed with Companies House) or official legal address. |   |
| Postal / trading address, if different. |   |
| Contact details of lead member of staff responsible for organisations tender submission (main point of contact) – please provide contact name, role in organisation, phone number, e-mail address. |   |
| DUNS number if applicable. |  |
| Date the organisation was established / incorporated?  |   |
| If your organisation is a subsidiary of another organisation, please provide the name and address or registered office and company registration number of the holding or parent organisation and the ultimate parent (if applicable). Please provide a diagrammatic illustration of the ownership structure of the Tenderer including relations to any parent or other group or holding companies. Please name the file "Tenderer name\_Parent Co". |   |
| If you are tendering as a Joint Venture or Consortium, please provide details here and submit a structure diagram identifying the roles and relationships between the Parties including all relevant companies, their respective parent or ultimate holding companies.  The structure should ensure that, as a minimum, the legal obligations and liabilities of the Tenderer are borne by an entity or entities which satisfy the financial and economic requirements set out in the ITT. Please name the file "Tenderer name\_JV". |   |
| *The below information will not be used in any way to affect the selection process. It is collected to enable DCMS to monitor its procurement processes and ensure they are fair and non-discriminatory.* |
| Does the Tenderer’s business (including parent company if relevant) fall under the European definition of a Small or Medium sized enterprise (SME)? Criteria can be found here: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/index_en.htm>  |  |
| If yes, please state which one: Medium enterprise / Small enterprise / Micro enterprise  |  |
| Is the Tenderer a voluntary, community and social enterprise (VCSE) organisation? |  |
| Is the Tenderer a business which has a majority (51% or more) ownership by individuals who are from Black, Asian or other non-white minority ethnic (BAME) groups? |   |
| Is the Tenderer a business which has a majority (51% or more) ownership by women?  |   |
| Is the Tenderer a business which has a majority (51% or more) ownership by disabled people? |   |

**APPENDIX B**

**PRICING SCHEDULE**

(Please complete and upload as part of your Tender Response. Please also provide a redacted version of Appendix B Pricing Schedule which provides all the information requested accept any pricing e.g. fixed prices or day rates)

Tenderer Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Table 1:

| **Activity / Milestone Description** | **Price:** |
| --- | --- |
| **Milestone 1: Provide a research plan with methodology for DCMS to review** | **£** |
| **Milestone 2: Complete all necessary fieldwork by 31st January 2025.** | **£** |
| **Milestone 3: Deliver a draft version of the main report**  | **£** |
| **Milestone 4: Deliver the Research report and presentation to DCMSpresentation by 31 March 2025** | **£** |
| **Total Fixed Tender Price (total of the above)** | **£** |

Table 2 (can also be used as a breakdown of the above table):

| **Job Title:** | Role 1 *[Job Title]* | Role 2*[Job Title]* | Role 3*[Job Title]* | Role 4 *[Job Title]* | Role 5*[Job Title]* | Role 6*[Job Title]* | **Total days per activity:** | **Total cost per activity:** |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Rate per day:**  | £ | £ | £ | £ | £ | £ |  |  |
| [*Activity description*] |   |   |   |   |   |   |   | £ |  |
| [*Activity description*] |   |   |   |   |   |   |   | £ |  |
| [*Activity description*] |   |   |   |   |   |   |   | £ |  |
| [*Activity description*] |   |   |   |   |   |   |   | £ |  |
| [*Activity description*] |   |   |   |   |   |   |   | £ |  |
| [*Activity description*] |   |   |   |   |   |   |   | £ |  |
| [*Activity description*] |   |   |   |   |   |   |   | £ |  |
| **Total days per job title:**  |   |   |   |   |   |   |   |  |  |
| **Total Fixed Tender Price (total of the above)** | **£** |  |
|  |  |  |  |  |  |  |  |  |  |

All pricing shall be exclusive of VAT.

Please note that a day rate must be provided for all roles. Day rates shall include expenses, and shall provide a baseline for any contract variations or extensions.

Pricing shall be a Fixed Price for delivering the full scope of work, including all fees, costs and expenses. This shall include incorporating comments and feedback from DCMS and our stakeholders, where appropriate.

Payment will be in arrears, on completion of all deliverables to the satisfaction of DCMS.

**APPENDIX C**

**TENDER SUBMISSION STATEMENT**

(Please print, sign, scan and upload as part of your Tender Response)

**TENDERER NAME:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**MAIN ADDRESS:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ITT ISSUE DATE:**  11/11/2024

**RETURN TO BE RECEIVED -**  **12:00 hrs (GMT), 25th November 2024**

**INVITATION TO TENDER - Ref. 104255 Provenance Research**

1 We the undersigned, having read the Invitation to Tender, which includes the contract terms and conditions, hereby offer to supply the services specified therein (to the extent that the Department may decide on considering our bid) at the price(s) stated in our tender and unreservedly accept the terms and conditions as set out in the contract and related annexes.

2 We agree that any other terms and conditions of contract or any general reservations which may be printed on any correspondence emanating from the tenderer in connection with this bid or with any contract resulting from the bid shall not be applicable to this bid or the contract.

3 We certify this is a Bona Fide submission and that we have not fixed or adjusted the amount of the tender by, or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not at any time before the specified date and time for the return of the tender undertaken any of the following acts:

* communicated to any person other than the person calling for the tender the amount or approximate amount of the proposed tender other than for the purpose of obtaining a quotation of an insurance premium required for the purpose of the tender;
* entered into any agreement or arrangement with any other person so that he shall refrain from tendering or as to the amount of any tender to be submitted;
* offered, paid, given or agreed to pay or give consideration directly or indirectly to any person for having done or for doing, in relation to another tender or proposed tender for the paid work or any act or forbearance of the sort described above.

4 The word “person” includes any person, body or association corporate or otherwise. The phrase “any agreement or arrangement” includes any such transaction, formal or informal, and whether legally binding or otherwise.

5 We understand that if we wish to advance reasons why the provisions of regulation 50 of the Public Contracts Regulations 2015 (SI 2015/102) should not apply to the information contained in our tender, these shall be enclosed in our tender response.

**Signature** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Position** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Telephone No** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Fax No** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**E-mail** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Note: In the case of JV/Consortium responses this statement should be completed and signed by all Parties together with written confirmation from each Party that they authorise the Lead Party organisation to act on their behalf in relation to this procurement exercise.

**APPENDIX D**

**COMMERCIALLY SENSITIVE INFORMATION**

(Only if desired: please complete and upload as part of your Tender Response)

Please refer to Paragraph 5 of Section 1 of the ITT (Freedom of Information).

| Page Number (in your tender) | Clause/paragraph numbered (or other identification) | Explanation of harm which may result from disclosure and time period applicable to any sensitivity |
| --- | --- | --- |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**APPENDIX E**

**CONTRACT FOR SERVICES**

This contract will follow the DCMS Standard Terms and Conditions template. A draft will be included on the Atamis Opportunity posting.