

INVITATION TO TENDER

T23-004

NGB Environmental Sustainability Support

INSTRUCTIONS

1. About UK Sport

UK Sport is the trading name of The United Kingdom Sports Council which was established by Royal Charter on 19 September 1996.

UK Sport (UKS) are the nation’s trusted high-performance experts, powering our greatest athletes, teams, sports and events to achieve positive success. Through strategic leadership and investment of National Lottery and Government funds, UKS has transformed the high-performance sporting system, winning more Olympic and Paralympic medals than ever before and is recognised as one of the top nations in the world for event hosting capabilities.

UKS’s purpose is to lead high-performance sport to enable extraordinary moments that enrich lives, and aims to work collaboratively with partners to deliver its mission to create the greatest decade of extraordinary moments; reaching, inspiring and uniting the nation.

Additional general information about UKS can be found at <http://www.uksport.gov.uk>

1. Invitation to Tender (ITT)

Ambition 3 of UKS’s Strategic Plan for 2021-31 is to Inspire Positive Change. UKS will harness the power and platform of sport to drive positive change across wellbeing; equality, diversity and inclusion; and environmental sustainability; walking the walk and inspiring others to act.

As part of its environmental sustainability strategy, UKS will be supporting organisations into which it invests to produce carbon footprints and environmental sustainability action plans for their organisation which align with the ambition set out in the UN’s Sports for Climate Action Framework, by 31 March 2025.

UKS now invites Tenders for the provision of environmental sustainability support services for National Governing Bodies (NGBs) in accordance with this ITT and the attached documents.

Structure of ITT

* 1. The ITT is divided into the following sections:
* **Instructions** – this contains UKS’s general tendering requirements and other information on the tendering process and the evaluation criteria that Tenders will be evaluated against.
* **Specification** – this describes the service/quality standards required to provide the Services (Appendix 1)

1. Tender Timetable and Contract Period
   1. UKS proposes the following timetable for the award of the Contract. This is intended as a guide and whilst UKS does not intend to depart from the timetable, it reserves the right to do so at any time:

|  |  |
| --- | --- |
| **Date** | **Activity** |
| 13 March 2023 | ITT published |
| 3 April | Deadline for tender clarification questions |
| 17 April **(12.00pm)** | Deadline for receipt of tenders |
| April | Evaluation of tenders and contract award |
| May | Contract commencement |

1. EXPRESSIONS OF INTEREST
   1. Suppliers wishing to tender are requested to register their expression of interest by emailing [Procurement@uksport.gov.uk](mailto:Procurement@uksport.gov.uk)
   2. The tender opportunity will be advertised via the following outlets:

* Contracts Finder - <https://www.gov.uk/contracts-finder>
* UKS website - [www.uksport.gov.uk/tenders](http://www.uksport.gov.uk/tenders)
* LinkedIn
* Twitter
* Black in Business UK – [www.blackinbusinessuk.com](http://www.blackinbusinessuk.com)
* OutBritain – outbritain.co.uk

1. Contract
   1. The contract shall commence in May 2023 until March 2025 unless terminated in accordance with the terms of the contract.
2. Disclaimer Costs and Expenses and Discontinuance of Tender
   1. Nothing in this ITT binds UKS to accept a Tender and award a contract. UKS reserves the right to discontinue this Tender at any time during the ITT process and not to accept a Tender or award a contract.
   2. UKS shall not be liable to the Tenderer in any way whatsoever for the Tenderer’s costs and expenses incurred during the tender process from its discontinuance or in relation to which a contract is not awarded.
   3. The Tenderer is responsible for preparing all information necessary for the preparation of its Tender and all costs, expenses and liabilities incurred by the Tenderer in connection with the preparation and submission of its Tender shall be borne by the Tenderer.
   4. Tenderers shall ensure that they are familiar with the nature and extent of the obligations they will incur if their Tender is accepted.
3. Information and Queries
   1. Tenderers should carefully read all the documents in this ITT and fully acquaint themselves with the requirements in this ITT. A Tenderer may, by written communication to the Contact Officer, request clarification or further information in connection with the ITT. UKS will reasonably endeavour to answer all written enquiries prior to Tenders being submitted. UKS reserves the right not to respond to a request for information or clarification.
   2. UKS reserves the right to disseminate information that is materially relevant to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect any Tenderer's commercial confidence in its responses.
   3. The deadline by which to submit clarification questions and requests for further information is the close of play on 3rd April.
   4. All enquiries in connection with this ITT must be made in accordance with paragraphs 7.1 and 7.3 above. UKS reserves the right to reject any Tenderer that attempts to obtain information through any other route.

Contact Officer Name: Pete Crowe, Procurement and Contracts Manager

UK Sport, 6th Floor, 10 South Colonnade, London E14 4PU

E mail: [Procurement@uksport.gov.uk](mailto:Procurement@uksport.gov.uk)

1. Best Value
   1. In pursuit of continuous service improvement and efficiency, UKS will require a commitment from the successful Tenderer to provide management information on the development of the Services and to participate, free of charge, in projects associated with improvement to the Services and to implement required changes.
2. Preparation of Tender
   1. This ITT has been prepared by UKS for the sole purpose of enabling Tenderers to submit Tenders to UKS. No guarantee can be given, however, and no representation is made, as to the accuracy of information contained within it and it is each Tenderer's responsibility to obtain for itself at its own expense all information which it deems necessary or desirable for the preparation of its Tender. UKS does not accept any liability, which might result from any inaccuracy of, or omission from, any such information. All information supplied by UKS in connection with this ITT shall be treated as confidential by the Tenderer, except where, as determined by UKS, such information may be disclosed:-
      1. by the Tenderer in so far as it is necessary for the preparation, submission and evaluation of Tenders; and/or
      2. by UKS in exercising its rights, powers, duties and obligations in relation to the exercise of its functions and to facilitate public access to information.
3. Freedom of Information and Transparency
   1. Under the Freedom of Information (FOI) Act 2000 and the Environmental Information Regulations 2004 the public have a general right of access to information held by UKS. This right of access to information not only includes information about UKSt contracts but also procurement arrangements with potential Tenderers. This right does not extend to information which is confidential and/or commercially sensitive or otherwise “exempt” from disclosure under FOI. As a consequence only information that is genuinely confidential or commercially sensitive or is otherwise exempt FOI information may not be disclosed under FOI.
   2. Tenderers are therefore required to identify those areas in their Tender that they consider are confidential and/or commercially sensitive, giving reasons and evidence (where relevant) including proposed dates for lifting confidentiality in respect of those areas. The extent to which this information shall be held in confidence by UKS and for how long may be subject to discussion as part of the Tender process and during post-tender negotiations (if any). Unsuccessful Tenders will be disposed of in accordance with UKS’s document retention and disposal policy.
   3. UKS reserves the right to hold all or any information contained in a Tenderers' Tender, in confidence, or to disclose it whether or not it is identified as commercially sensitive by the Tenderer where confidentiality or disclosure is necessary to comply with UKS’s legal duties and lawful discretion generally or in relation to the tender process.
4. Preparation and Delivery of Tender Documents
   1. UKS reserves the right not to accept the lowest or any Tender.
   2. The tender documents must be sent to: [procurement@uksport.gov.uk](mailto:procurement@uksport.gov.uk)
   3. Tenders shall remain open for acceptance for a period of 60 days (sixty days) from the Tender submission date.
5. References
   1. References are required and UKS reserves the right to contact referees (two per Tenderer) during the ITT period.
6. Tender Evaluation
   1. Prior to evaluating Tenders, UKS will carry out an initial review of each Tender to confirm completeness and compliance with the requirements of this ITT and may, at its discretion, reject a Tender which is incomplete and/or non-compliant.
   2. UKS will carry out a Tender evaluation after the closing date for receipt of Tenders. Tenders will be evaluated against the following weighted factors:
   3. **Tender Evaluation Criteria**

|  |  |
| --- | --- |
| **Criteria** | **Weighting (%)** |
| Pricing | 30% |
| Quality, Capability and Methodology | 40% |
| Relevant Experience | 20% |
| Social Value | 10% |
| **Total** | **100%** |

* 1. Tenderers should be aware that in considering both the quality of the proposal and the methodology, UKS will take into account the extent to which the proposal seeks to minimise the environmental impact of the project and has considered equality, diversity and inclusion factors (Social Value criteria).

1. The Tender Evaluation Scores

**Evaluation Scoring**

* 1. The basis for the scoring of Tenders will be in accordance with the following scale:

|  |  |
| --- | --- |
| **1** | **Unsatisfactory** |
| **2** | **Marginal** |
| **3** | **Satisfactory** |
| **4** | **Very Good** |
| **5** | **Excellent** |

1. Staffing Issues and TUPE
   1. UKS is neither the transferor nor transferee of the staff employed by its current contractors in the circumstances of any policy/contract awarded as a result of the procurement process of which this ITT forms part of.
   2. Tenderers should satisfy themselves as to the application of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") to this requirement and should make suitable provision for the implications (if any) of TUPE.
2. Non-Consideration of Tender
   1. A Tender may not be considered if:
      1. it is not in accordance with these instructions or is in breach of any instruction or clause set out elsewhere in the ITT; or
      2. it makes, or attempts to make, any variation or alteration to any of the ITT save where authorised in writing by the Contact Officer; or is expressly permitted; or
      3. the Tenderer fails to provide within 7 days any relevant documentary evidence requested by UKS and not supplied with the Tender held by any signatory to the Tender; or
      4. it has attempted or does attempt to make its Tender conditional on the acceptance by UKS of any other Tender contract or proposal; or
      5. it does not comply with paragraph 12.
3. Rejection of Tender
   1. UKS may reject any Tender (which shall be without prejudice to UKS’s legal remedies) submitted by a Tenderer who has:
      1. made a misleading or false declaration in any of the Tender Forms. Tenders must read the Declaration of Criminal Convictions, Tax Affairs and Controversial Situations carefully and immediately inform UKS if they are having difficulty completing it.
      2. directly or indirectly canvassed any official of UKS concerning the acceptance of any Tender or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other tender.
      3. fixed or adjusted the prices shown in accordance with any agreement or arrangement with any other person.
      4. communicated to any person other than UKS the amount or approximate amount of the price shown in its tender, except where such disclosure is made in confidence in order to obtain quotations necessary to the preparation of the Tender or for the purposes of insurance or the guarantee referred to in the ITT.
      5. entered into any agreement with any other company, firm or individual so that the other company, firm or individual refrains from submitting a Tender or limits or restricts his price or anything similar.
      6. made or offered to make any type of payment or gift to any UKS employee or member or to anyone else where or not the person is directly connected to UKS directly connected with this Tender exercise.
      7. offered or given or agreed to give any officer or member of UKS any gift or consideration of any kind as an inducement or bribe to influence its decision in relation to the tendering procedure.

17.1.8 not been willing to commit to creating Social Value, by working towards improving its environmental sustainability and its approach to Equality, Diversity and Inclusion (EDI)

In the context of the Declaration of Criminal Convictions, Tax Affairs and Controversial Situations please note:

Tenderers will be excluded from the tender process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if tenderers have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If Tenderers have answered “yes” to question 2 of the declaration on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, Tenderers may still avoid exclusion from this Tender if only minor tax or social security contributions are unpaid or if a Tenderer has not yet had time to fulfil your obligations since learning of the exact amount due. If Tenderer is in that position please provide details using a separate document. Tenderers may contact UKS for information about how to do this before completing this form.

UKS reserves the right to use its discretion to exclude a Tenderer where it can demonstrate the Tenderer’s non-payment of taxes/social security contributions where no binding legal decision has been taken.

The word “Tenderer” for these purposes shall be deemed to include any and all persons employed by the Tenderer or who are purporting to act on the Tenderers behalf whether the Tenderer is aware of their acts or not.

1. Tender Material
   1. ITT Material means information (including for example, presentation slides, drawings, handbooks, manuals, reports, instructions, specifications and notes of pre-tender clarification meetings, in whatever form or medium), issued to Tenderers by UKS or on its behalf, or to which Tenderers have been given access, for the purposes of responding to this ITT. Tender Material remains the property of UKS or other owners and is released solely for the purpose of tendering. The Tenderer shall notify UKS without delay if any additional Tender Material is required for the purpose of tendering.
   2. If a tender is submitted to UKS, the Tender Material may be retained by the Tenderer until the result of the competition is known.
   3. The Intellectual Property Rights in Tender Material may belong to UKS or a third party. The Tender Material may only be used for the purpose of responding to this invitation to tender and shall not be copied, or disclosed to anyone other than employees of the Tenderer involved in the preparation of the tender, without the prior written approval of UKS. If the Tenderer discloses the Tender Material other than to employees involved in the Tender preparation, or uses the Tender Material other than for the purpose of Tendering, UKS, or the third party owner, may suffer damage for which compensation may be sought from the Tenderer.
2. Publicity and Branding

Tenderers shall not make any advertisement, public statement or press announcement in relation to this Tender or award of the contract should they be successful. A joint public statement and press announcement will be made at a date agreed between the successful tenderer and UKS.

**Appendix 1 - Specification**

**UKS PROJECT SPECIFICATION**

**Overview**

UKS’s 2021-31 Strategic Plan outlines that “we will harness the power and platform of sport to drive positive change across wellbeing, diversity, inclusion and sustainability; walking the walk and using our voice to inspire others to act.” UKS are due to publish their Environmental Sustainability Strategy, outlining the actions to be taken over the next two years to set a strong foundation, identify the greatest impacts across high-performance sport and drive progress in these areas.

A key component of this strategy will be providing support and guidance to the ~40 NGBs into which UKS invests to measure their environmental impact and to produce environmental sustainability action plans for their organisation by 31 March 2025, which align with the ambition set out in the UN’s Sports for Climate Action Framework.

**Objectives**

The main objective is to accelerate action in this space, building the capacity, skills and confidence of NGBs to work on environmental sustainability and embed long term changes. Within the cohort of NGBs in which we invest there is a mix of paralympic sports, winter sports, newer sports and performance-only focused organisations.

Intending to group NGBs together to form clusters, we anticipate there will be 8 clusters of between 4 and 7 NGBs. Each cluster will receive a proportionate level of support/deliverables depending on size and complexity. Exceptions are:

1. One cluster consisting of NGBs with sustainability strategies/action plans already in place. The primary requirement will be for measurement of environmental impacts.
2. One ‘innovation’ cluster consisting of NGBs who are already far progressed on their sustainability journey.

**Inputs and contract details**

The successful supplier(s) will be allocated clusters of NGBs to work with during the next 18 months and will need to commit sufficient resources over this period.

We are open to receiving bids to deliver all or part of this project and are willing to appoint multiple parties.

If more than one provider is appointed, full participation in a working group will be expected to maintain consistency of outputs.

**Project deliverables**

1. Environmental sustainability action plans for each of the participating organisations including decarbonisation pathways to meet the science-based net zero target for Scopes 1, 2 and 3 emissions, as required by the UNFCCC Sports for Climate Action Framework.
2. Development of a clear and robust method of measurement and monitoring of environmental impact focusing on greenhouse gas emissions, including a benchmark and common understanding of organisational boundaries and accountability for reporting (considering multiple funding sources, complex governance structures and major events).
3. Delivery of learning and development opportunities to embed the outputs of this project (audience as appropriate e.g. NGB staff, board members).
4. Recommendations of further capacity building and embedding of environmental sustainability to continue momentum.
5. Production of assets and approaches that can be shared for knowledge transfer and cost-efficiency.

Any assets produced e.g. written reports, should be presented in a succinct and user-friendly style that will be easily understood by a range of stakeholders.

**Experience required**

The appointed provider is expected to demonstrate the following experience:

* Systems thinking approach to sustainability
* Strategy development and implementation
* Calculation and verification of carbon emissions
* Development of decarbonisation pathways
* Implementation of environmental impact measurement tools
* Consultation and engagement of diverse participants
* Supporting NGBs or comparable organisations in other sectors, in particular an understanding of the fragmented nature of the sporting industry within the UK
* An organisational commitment to creating Social Value, with specific regard to EDI and environmental sustainability.

We welcome applications from a collective of partners where a combined approach could maximise the effectiveness of this project and where the additional party/ies does not compromise effective collaboration.

**Social Value - EDI and Environmental Sustainability**

The appointed provider must provide demonstrable evidence of their commitment to create Social Value, by improving environmental sustainability and driving the EDI agenda.

Please outline the ways in which your organisation aims to:

* Reduce negative environmental impact and drive net positive impact
* Drive the EDI agenda
* Showcase EDI through the delivery of the contract

**Budget**

For this project, tenderers should work to a **total** indicative budget figure of **£380,000 (inc. VAT).** If bidding for part of the project, the budget should be apportioned accordingly.

**Applications**

Interested parties should provide a submission (no more than **8** pages including any relevant case studies) to [Procurement@uksport.gov.uk](mailto:Procurement@uksport.gov.uk) by no later than **Monday 17th April 2023 (12.00pm)** outlining:

* An outline of the proposed approach to delivering the project specification.
* Details of the proposed personnel who would be involved, and their experience;
* Information on why the collective experience and diversity of thought of the research provider and nominated Team are suitable for the contract
* A fixed fee quote for the work, which includes the day rate and number of hours/days worked by all individuals involved in the application.
* A breakdown of the unit cost for delivery of one cluster and subsequent clusters demonstrating economies of scale.
* Information on your organisation’s commitment to creating Social Value, by improving environmental sustainability and driving the EDI agenda.

Personnel CVs may also be submitted but must be included within the **8-page limit** as noted above. All submissions should be in either word or pdf format. All questions and responses will be anonymised and shared with all parties who have expressed an interest at that juncture.

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**Appendix 2 - EDI Procurement Questionnaire**

Please find UKS - EDI Procurement Questionnaire enclosed.