Call for Competition against

RM6018 Market Research for

**Cost Estimating Software Market, Understanding the Opportunity**

**Tender Ref : HSE/T3520**

# 1 Introduction and background

## 1.1 Call for Competition

This Call for Competition (CFC) is issued in accordance with the provisions of CCS Research Marketplace Dynamic Purchasing System (DPS) Agreement (RM6018). The CFC comprises:

* a detailed Specification of the service requirements,
* Instructions on how to complete and submit a compliant tender,
* procurement timetable
* evaluation and award criteria,
* a draft Letter of Appointment.

 This CFC contains further information about the procurement process, the services, and assessment questions for Bidders to complete. Each Bidder's response (Tender) should be detailed enough to allow The Health & Safety Executive (HSE) to make an informed selection of the most appropriate bid.

## 1.2 Introduction to Health & Safety Executive (HSE)

The Health and Safety Executive (HSE) is a Crown non-departmental public body with specific statutory functions in relation to occupational health and safety. It is appointed by the Secretary of State for Work and Pensions and employs around 2,600 staff including policy advisers, inspectors, technologists and scientific and medical advisers. HSE’s job is to prevent people being killed, injured or made ill by work.

HSE works from 30 locations throughout Great Britain, and is responsible for advising ministers on policy, setting regulations and enforcing the integrity of the health and safety system through inspections and, if necessary, prosecuting those who deliberately or negligently break the rules.

 The Health & Safety Executive (HSE) was established by the Health and Safety at Work Act 1974 (HSWA), which sits alongside other legislation, including European Directives, to create the regulatory framework in which HSE operates.

Great Britain has developed one of the best workplace health and safety systems in the world. Fatalities, injuries and ill health have all substantially reduced since HSE was formed in 1974:

* Between 1974 and 2011/12, reported non-fatal injuries have fallen by 77%. Due to recent changes in reporting legislation more recent comparisons are not available.
* Since the early 1990s, the rate of self-reported work-related ill health has fallen by around a third.
* In 2017/18 there were 144 fatal injuries to workers (including the self-employed).

The benefits of good health and safety to business, the UK economy and national reputation are clear. It translates into reduced sickness absence, lower healthcare and welfare costs and improved productivity.

It supports growth and helps make the UK a more attractive place to do business for international investors.

 Our work operates at a number of levels, and across a broad range of interventions. Our [sector strategies](http://www.hse.gov.uk/aboutus/strategiesandplans/sector-strategies/index.htm) outline the approach we take in each area, working with partners at all levels to ensure the best outcomes.

 For more information about The Health and Safety Executive (HSE), please visit: <http://www.hse.gov.uk/>

# 2 Overview of requirement

The Specification in Appendix 1 provides details of objectives and requirements of the contract for tender. An overview of the requirement is as follows.

HSE is seeking to commission a research agency to carry out an analysis of the current construction cost estimating software market in the UK in order to understand the overall scale, who the main players are, and what their market share is, who the main users are and why and whether an opportunity exists for a new product.

## 2.1 Value of the Contract

 The anticipated value of the services is approximately up to £20,000.

**2.2 Contract Term**

The Health & Safety Executive (HSE) is proposing a contract for 3 months with the successful Bidder (Service Provider) HSE reserves the right to terminate the contract at the end of the initial term for whatever reason, without penalty.

The anticipated service commencement date is 6th January 2020.

# 3 Competition process and overview of evaluation method

3.1 HSE shall obtain a list of suppliers from the Research Marketplace in accordance with the provisions of CCS Framework RM6018. Each supplier on this list shall receive an invitation to respond to the CFC via the HSE e-Sourcing portal Intend by accessing the following link : <https://in-tendhost.co.uk/hse/aspx/Home>

3.2 The CFC process will comprise the following stages:

**Stage 1:**

All bidders shall be invited to submit a written proposal, comprising a Technical Quality and Price response to the research brief

A page limit of 10 sides of A4 will apply to the written proposal.

The evaluation of this stage shall comprise the following scored criteria.

|  |  |  |
| --- | --- | --- |
| Stage 1 | Response from Bidders | Evaluation |
| 1. Technical
 | Technical proposal of sub-criterion or sub-criteria set out in section 7.1 | Scored  |
| 1. Quality
 | Quality proposal of sub-criterion or sub-criteria set out in section 7.1 | Scored |
| 1. Price
 | Price proposal | Scored |

**Stage 2:**

Pitch presentations (only if required)

# 4 Clarifications about the services or CFC

4.1 All requests for clarification or further information and any questions about the procurement should be submitted through the HSE In-Tend Portal No approach of any kind in connection with this CFC should be made to any other person within, or associated with, the HSE.

4.2 If HSE considers any question or request for clarification to be of material significance, both the question and the response will be communicated via the In-Tend portal to all before the closing date for responses. All responses received and any communication from Bidders will be treated in confidence but will be subject to this paragraph.

4.3 The deadline for receipt of clarifications relating to the services or this CFC is set out in the procurement timetable.

## 4.4 The Health & Safety Executive (HSE) reserves the right (but shall not be obliged) to seek clarification of any aspect of a Tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Bidders are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or render the Tender non-compliant.

# 5 Procurement timetable

5.1This procurement will follow a clear, structured and transparent process to ensure a fair and level playing field is maintained at all times, and that all Bidders are treated equally. The key dates for this procurement timetable and for the key milestones of the project are shown below. These are provided as a guide and whilst HSE does not intend to depart from them, HSE reserves the right to do so at any time. Any changes to the procurement and/or project timetable shall be notified to all Bidders as soon as practicable.

|  |  |
| --- | --- |
| **Process Milestone** | **Date** |
| **Call for Competition Tender published**  | **Thursday 21st November 2019** |
| Deadline for receipt of clarification questions from Bidders | Tuesday 26th November 2019 |
| Responses to clarification questions provided to all Bidders | Thursday 28th November 2019 |
| **Deadline for CFC Stage 1 responses** | **13.00 on Thursday 12th December 2019** |
| Evaluation of CFC Stage 1 responses | Thursday 12th to Monday 16th December 2019 |
| Pitch presentation/s Stage 2 (only if required)  | Tuesday 17th or Wednesday 18th December 2019 |
| Notification of contract award decision and feedback on bids to Bidders | Thursday 19th December 2019 |
| **Christmas & New Year Period – Assume Closure**  | **Monday 23rd December – Friday 3rd January**  |
| Commencement date for the provision of services | WC 6th January 2020 |
| Project set-up meeting | WC 6th January 2020 |

**5.2** **Deadline for Receipt of Tenders**

5.2.1 Responses to this CFC must arrive no later than the deadline specified above. The portal will block any attempt by a bidder to submit a response after this deadline passes and HSE will not consider individual requests to accept a late submission.

5.2.2 The Health & Safety Executive (HSE) may, however, extend the submission deadline at our discretion. In such circumstances, we will notify all Bidders of any change through the e-portal and the system updated to accept submissions to the revised deadline.

5.2.3 Any Nil Responses to the invitation to Stage 1 of the will be treated as confirmation of your intention NOT to participate in this competition.

**5.3** **Bidder Presentations**

5.3.1 The Bidders participating in Stage 2 (only if required) of the CFC may be invited to deliver a presentation to representatives of The Health & Safety Executive (HSE) in support of their Tenders, as set out in the timetable. You should keep these dates free in case you are asked to attend.

5.3.2 The presentations will be used to moderate the written submissions for the evaluation criteria specified in the Tender evaluation model.

## 5.4 Contract Award

5.4.1 Contract award will be subject to the formal governance and approval process of The Health & Safety Executive (HSE). Until all necessary approvals have been obtained, no contract(s) will be entered into.

5.4.2 Following the conclusion of the procurement process all bidders will be informed whether or not they have been successful. Feedback will be provided on how you scored against the published evaluation criteria. HSE will also inform those who are unsuccessful as to the identity of the winning bidder.

# 6 Tender completion information

## 6.1 Formalities

All Tenders are required to remain valid and open for a minimum period of 120 days from the closing date of the Tender.

## 6.2 Tender Response and Format

It is recommended that you read the CFC in its entirety before starting to draft your Response. Bidders are required to submit one electronic copy of their response to (Stage 1 as appropriate) of this CFC in Microsoft Word or PDF format via our e-tendering portal by the time and date specified in section 5.1.

6.3 Please ensure that you provide a named individual responsible for addressing any queries in relation to the submission.

6.4 Proposals should be tailored specifically to the requirements as defined in the Specification (Appendix 1).

6.5 In order to facilitate HSE’s review of submitted proposals, Bidders are required to provide information in the layout below. Proposals that deviate from the requested format will increase the time required for review and evaluation, may be classified as "non-compliant”, and may lead to disqualification.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Section number** | **Title** | **Response required from Bidders** | **Format constraints** | **Evaluation method** |
| **Stage 1:** |
|  | Technical | Technical proposal for the sub-criterion or sub-criteria set out in section 7.1 | Maximum page limit of 10 sides of A4 including any appendices | Scored |
|  | Quality | Quality proposal for the sub-criterion or sub-criteria set out in section 7.1 | Scored |
|  | Personal data processing [to include if the contract will involve the processing of personal data] | Table provided in Appendix 2 | Copy and paste Appendix 2 into Response document and confirm adherence | Not evaluated |
|  | Price | Price proposal | As set out in section 7.5 | Scored |

6.6 Additional specifications for the tender document(s) are as follows:

* Where documents are embedded within other documents, Bidders must provide separate electronic copies of the embedded documents.
* The Tender must be in English.
* The Tender must be fully cross-referenced.
* A list of supporting material must be supplied.

6.7 HSE reserves the right to mark down a Bidder or exclude them from the procurement if its Tender contains any ambiguities, caveats or lacks clarity. Bidders should submit only such information as is necessary to respond effectively to this CFC. Tenders will be evaluated on the basis of information submitted by the deadline.

6.8 Where the Bidder is:

* a company, the Tender must be signed by a duly authorised representative of that company.
* a consortium, the Tender must be signed by the lead authorised representative of the consortium, which is responsible for the performance of the contract.
* a partnership, all the partners should sign or, alternatively, one only may sign, in which case he/she must have and should state that he/she has authority to sign on behalf of the other partner(s). The names of all partners should be given in full, together with the trading name of the partnership.
* a sole trader, he/she should sign and give his/her name in full, together with the name under which he/she is trading.

## 6.9 Technical / Quality Questions

6.9.1 Prior knowledge by the Customer of any aspect of your organisation or of your ability to meet the requirement must not be assumed. You are therefore advised to ensure your written response includes all information that you would wish the Customer to take into account in its evaluation.

6.9.2 Your response to a question should be complete in itself. When assessing your Response, the Customer assumes no responsibility for taking account of any relevant information that may be provided elsewhere in your Response, unless the information is clearly referenced.

6.9.3 With respect to Stage 1 of the CFC only:

* Your Response must address all of the deliverables and information requested in the Specification (Appendix 1), taking account of the Evaluation Criteria (Quality and Price) in Section 7.1.
* If you consider that any requirement is not relevant to the way you intend to operate, or if you are unable to comply with any aspect of the requirement, please say so and provide a brief explanation.
* The answer to each question should set out any assumptions, caveats, qualifications or exceptions that apply.

## 6.10 Contract Terms

6.10.1 By submitting a Tender, Bidders are agreeing to be bound by the terms of this CFC and the contract.

6.10.2 Any amendments that are proposed but not approved by The Health & Safety Executive (HSE) through this process will not be acceptable and may be construed as a rejection of the terms, leading to the disqualification of the Tender.

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## 6.11 Documents forming the Contract

6.11.1 The following documents shall form part of the contract between The Health & Safety Executive (HSE) and the Service Provider(s):

* Call-off contract and its schedules.
* Specification.

## 6.12 Warnings and Disclaimers

6.12.1 While the information contained in this CFC is believed to be correct at the time of issue, neither The Health & Safety Executive (HSE), its advisers, nor any other awarding authorities, will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given.

6.12.2 This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from this CFC (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Bidder. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of The Health & Safety Executive (HSE).

6.12.3 If a Bidder proposes to enter into a contract with The Health & Safety Executive (HSE) it must rely on its own enquiries and on the terms and conditions set out in the contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.

6.12.4 Neither the issue of this CFC, nor any of the information presented in it, should be regarded as a commitment or representation on the part of The Health & Safety Executive (HSE) (or any other person) to enter into a contractual arrangement.

## 6.13 Confidentiality and Freedom of Information

6.13.1 This CFC is made available on condition that its contents (including the fact that the Bidder has received this CFC) are kept confidential and are not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Bidder to submit a Tender.

## 6.13.2 HSE is committed to open government and to meeting its legal responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted to HSE may need to be disclosed by HSE in response to a request under the Act. HSE may also decide to include certain information in the publication scheme which we maintain under the Act. If you consider that any of the information included in your tender is commercially sensitive, please identify it in your response explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that even where you have indicated that information is commercially sensitive, HSE may be required to disclose it under the Act if a request is received. Please also note that the receipt of any material marked ‘confidential’ or equivalent by HSE should not be taken to mean that HSE accepts any duty of confidence by virtue of that marking. If a request is received, HSE may also be required to disclose details of unsuccessful tenders.

**6.14 Transparency**

6.14.1 The Government has set out the need for greater transparency across its operations to enable the public to hold public bodies and politicians to account. This includes commitments relating to public expenditure, intended to help achieve better value for money. HSE is obliged to publish for contracts with a value over £10,000.

6.14.2 You should be aware that if you are awarded a contract with a value of over £10,000, the resulting contract comprising of Specification, Terms and Conditions and Associated Schedules (including the winning bid) will be published.

6.14.3 By exception, requests for redaction will be subject to the public interest test and redaction will only be agreed where the public interest in withholding the information outweighs the public interest in disclosure. You must identify / reference the relevant text, show clear justification for redaction and detail the appropriate section of the Freedom of Information Act 2000 (for example, Sections 40, 41, 43) on which the redaction request is sought.

## 6.15 Publicity

6.15.1 No publicity (e.g. press releases) regarding the services or the award of any contract will be permitted unless and until HSE have given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of The Health & Safety Executive (HSE).

## 6.16 Bidder Conduct and Conflicts of Interest

6.16.1 Any attempt by Bidders or their advisers to influence the contract award process in any way may result in the Bidder being disqualified. Specifically, Bidders shall not directly or indirectly at any time:

* + devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.
	+ enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to affect changes to the form or content of any other Tender.
	+ enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.
	+ canvass The Health & Safety Executive (HSE) or any employees or agents of The Health & Safety Executive (HSE) in relation to this procurement.
	+ attempt to obtain information from any of the employees or agents of The Health & Safety Executive (HSE) or their advisers concerning another Bidder or Tender.

6.16.2 Bidders are responsible for ensuring that no conflicts of interest exist between the Bidder and its advisers, and The Health & Safety Executive (HSE) and its advisers. Any Bidder who fails to comply with this requirement may be disqualified from the procurement at our discretion.

## 6.17 Authority’s Rights

6.17.1 The Health & Safety Executive (HSE) reserves the right to:

* + waive or change the requirements of this CFC from time to time without prior (or any) notice being given by The Health & Safety Executive (HSE)
	+ seek clarification, which may include documents, in respect of a Bidder's submission
	+ disqualify any Bidder who does not submit a compliant Tender in accordance with the instructions in this CFC
	+ disqualify any Bidder who is guilty of serious misrepresentation in relation to its Tender, expression of interest, or the Tender process
	+ withdraw this CFC at any time, or to re-invite Tenders on the same or any alternative basis
	+ choose not to award any contract as a result of the current procurement process
	+ make whatever changes The Health & Safety Executive (HSE) see fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

## 6.18 Bid Costs

6.18.1 The Health & Safety Executive (HSE) will not be liable for any bid costs, expenditure, work or effort incurred by a Bidder in proceeding with or participating in this procurement, including if we terminate or amend the procurement process.

# 7 Tender evaluation approach

## 7.1 Award Criteria and Evaluation Criteria

7.1.1 Any contract(s) awarded as a result of this procurement will be awarded as set out in the framework and on the basis of the offer that is the most economically advantageous to The Health & Safety Executive (HSE).

7.1.2 The Tender evaluation model showing the evaluation criteria and the maximum scores attributable to them is set out below.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Section number** | **Title** | **Response required from Bidders** | **Format constraints** | **Evaluation method** |
| **Stage 1:** |
|  | Technical | Technical proposal for the sub-criterion or sub-criteria set out in section 7.1 | Maximum page limit of 10 sides of A4 including any appendices | Scored |
|  | Quality | Quality proposal for the sub-criterion or sub-criteria set out in section 7.1 | Scored |
|  | Personal data processing [to include if the contract will involve the processing of personal data] | Table provided in Appendix 4 | Copy and paste Appendix 3 into Response document and confirm adherence | Not evaluated |
|  | Price | Price proposal | As set out in section 7.5 | Scored |

## 7.3 Evaluation Process of Scored Criteria

7.3.1 An overview of the competition process and evaluation method is set out in section 3.

7.3.2 **Evaluation of Stage 1 Only**

Where appropriate, the Technical and Quality evaluation for each stage will be scored in accordance with the table below.

 **Scoring matrix for the Technical and Quality criteria**

|  |  |
| --- | --- |
| **Score** | **‘Open’ Question Criteria** |
| 5 | The response is excellent and completely relevant. The response is comprehensive, unambiguous and demonstrates an excellent understanding of, and meets, the requirements in all aspects, with no clarification required. The response is well thought out and/or provides* highly credible examples;
* benefits; or
* innovation.
 |
| 4 | The response is good and highly relevant. The response indicates a good understanding of the requirements and provides sufficient detail across all areas. The response demonstrates how the requirements will be met in the main, which may require minor clarification only.  |
| 3 | The response is satisfactory and relevant. The response indicates a satisfactory understanding of the requirements in most aspects, although may lack detail in certain areas. The response suggests that the requirements would be met satisfactorily, but may require some clarification. |
| 2 | The response is limited and partially relevant. The response indicates partial understanding of the requirement. The response contains ambiguities which suggests that the requirements would not be met unless significant revisions were made to the proposal. |
| 1 | The response is poor and only partially relevant. The response addresses some aspects of the requirements but contains insufficient/limited detail or explanation. The response demonstrates only limited understanding of the requirement. The response contains deficiencies which suggest the requirements would not be met.  |
| 0 | The response is not considered relevant. The response is unconvincing, flawed or otherwise unacceptable. Response fails to demonstrate an understanding of the requirement.  |

## 7.4 Price Evaluation

7.4.1 Bid prices will be scored on a comparative basis, with the lowest acceptable bid receiving 100% of the available marks for the pricing criteria, equivalent to 10% following weighting. Other acceptable bids will receive a percentage score proportionate to the total cost difference from the cheapest Bidder.

## 7.5 Price Schedule and Expenses

7.5.1 All Bidders participating in the CFC, will have declared themselves capable of delivering to the maximum budget available for the contract.

7.5.2 Bidders will be required to quote on the basis set out in the framework on a fixed price basis for the whole requirement.

7.5.3 The price quoted must be inclusive of all expenses, including telecommunication, copying, printing, photography, materials, report preparation and publication, presentation materials, travel, subsistence and accommodation, broken down as follows :

|  |  |
| --- | --- |
| **Description** | **Cost (£)** |
| Project set-up and Design |  |
| Fieldwork |  |
| Analysis |  |
| Reporting |  |
| Additional costs (please specify) |  |
| Travel costs (as per HSE’s expense policy – detailed in the Draft letter of Appointment in Appendix 4) |  |
| **Total Fixed Cost** |  |

7.5.4 In addition, Bidders are requested to provide a per interview cost, to be used if the number of achieved interviews exceeds the target.

|  |  |
| --- | --- |
| **Description** | **Cost (£)** |
| Per Interview cost |  |

##

## **Appendix 1**

## **SPECIFICATION**

##

## Appendix 2

## Personal Data processing

## To be completed on award of contract, if the services provided will involve the processing of personal data.

Please complete the “details” column in Table 1 below.

The Services require theprocessing of Personal Data as detailed in Table 1 below. The Health & Safety Executive (HSE) may issue further written instructions with respect to processing by the Contractor and any such further instructions shall be incorporated into Table 1 as necessary.

|  |  |
| --- | --- |
| **Description** | **Details**  |
| Subject matter of the processing | [This should be a high level, short description of what the processing is about i.e. its subject matter] |
| Nature and purposes of the processing | [Please be as specific as possible, but make sure that you cover all intended purposes.The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.The purpose might include: employment processing, statutory obligation, recruitment assessment etc]Example text:The sample file will be used by the successful Bidder to recruit for qualitative depth telephone interviews (or another suggested and accepted method) and to inform the content of the interviews.The contents of the sample file (in particular the details relating to the pensions schemes) will also be used to inform the research analysis.Details from the sample file must not be sent by unsecured email or other electronic means. |
| Categories of Data Subject | [Examples include: Staff (including volunteers, agents and temporary workers), customers/clients, suppliers, members of the public, users of a particular website etc] |
| Duration of the processing | The sample file may be used by the successful bidder for this research only and for no longer than 12 months after the end of the contract. |
| Type of Personal Data  | [examples here include: name, date of birth, NI number, telephone number, email address, pay, images etc] |
| Plan for return and destruction of the Personal Data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data | The sample file can be retained for no longer than 12 months after the end of the contract. |

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## Appendix 3

## Letter of Appointment

The following Letter of Appointment, extracted from the Crown Commercial Service Research Marketplace Dynamic Purchasing System (DPS) Agreement RM6018 shall be completed between The Health & Safety Executive (HSE) and the successful Bidder when the contract is awarded.