

**INVITATION TO TENDER**

**CONTRACT FOR  
UK ASSET RESOLUTION LIMITED  
A LIMITED COMPANY WHOLLY OWNED BY  
HER MAJESTY'S TREASURY**

**REFERENCE NUMBER  
2021-UKAR-CF-001-PR**

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## **1. INTRODUCTION**

- 1.1 Welcome to this Procurement which is being managed by UK Asset Resolution Limited ("UKAR") referred to as the Authority in this Invitation to Tender ("ITT").
- 1.2 This Procurement will establish a single Supplier Contract(s) for the purchase of Public Relations Services for UKAR. The Services are described in detail within Appendix B, Statement of Requirements.
- 1.3 The contract will be for an initial nine month period (the "Initial Term") with an option to extend for a further period of up to six months. There will be a Break Clause after the Initial term to allow for the continuing need for the service to be assessed.
- 1.4 This Contract will be between the successful Supplier and the Authority.
- 1.5 The Contract is being offered under the UK Government's short form contract for the supply of goods and services, the terms and conditions of which will govern any resultant Contract.
- 1.6 Please read this ITT carefully as non-compliance with the instructions contained in this document and all its Appendices may result in exclusion of a Potential Provider's Tender from this Procurement. If a Potential Provider has read all of the instructions and information carefully but are still unsure at any point how to respond, please submit a question as described in paragraph 6. Where no questions are raised, the Authority shall assume that Potential Providers fully accept this ITT and its Appendices.
- 1.7 The Terms of Participation at Appendix A will apply throughout this Procurement. They set out further rights and obligations which apply to Potential Providers and the Authority.
- 1.8 The Authority is using e-mail to manage this Procurement and to communicate with all participants. No hard copy documents will be issued and all communications with the Authority (including the submission of Tenders) will be conducted via the e-mail. Potential Providers must ensure that the details of the point of contact nominated are accurate at all times as the Authority will not be under any obligation to contact any other point of contact.
- 1.9 Potential Providers are welcome to ask questions or seek clarification regarding this Procurement. See paragraph 6 for details on how to do so. Please make sure all of the ITT information and instructions have been read carefully first.

## **2. OVERVIEW OF INVITATION TO TENDER**

- 2.1 The following appendices accompany this ITT:
  - 2.1.1 Appendix A – Terms of Participation
    - 2.1.1.1 Sets out the conditions of participation in this Procurement.
  - 2.1.2 Appendix B – Statement of Requirements
    - 2.1.2.1 A description of the services required by the Authority that the Supplier will be required to supply under the resulting Contract.
  - 2.1.3 Appendix C – Terms and Conditions
    - 2.1.3.1 Sets out the terms and conditions of Contract that will exist between the Authority and the Supplier.
  - 2.1.4 Appendix D – Response Guidance
    - 2.1.4.1 Sets out the methodology that will be adopted by the Authority to evaluate your response to each question.

2.1.5 Appendix E – Pricing Schedule

2.1.5.1 Sets out a template for populating your price submission.

**3. REQUIREMENTS**

3.1 A description of the Services that a Supplier will be required to supply is set out at Appendix B, Statement of Requirements.

**4. PROCUREMENT TIMETABLE**

4.1 The timetable for this Procurement is set out in the table below.

4.2 This timetable may be changed by the Authority at any time. Changes to any of the dates will be made in accordance with the applicable procurement law. You will be informed through the e-mail if the Authority decides that changes to this timetable are necessary.

DATE	ACTIVITY
6 May 2021	Publication of Notice inclusive of Launch of ITT
6 May 2021	Clarification period starts
14 May 2021	Clarification period closes (“Tender Clarifications Deadline”)
21 May 2021	Deadline for the publication of responses to Tender Clarification questions
0900 7 June 2021	Deadline for submission of Tenders to the Authority (“Tender Submission Deadline”)
7 – 18 June 2021	Evaluation Process including Consensus Meeting
TBC	Potential Provider presentations and Final consensus Meeting
1 July 2021	Provision of Authority’s ‘Approval to Proceed’
2 July 2021	Proposed Award Date of Contract
By 19 July 2021	Expected execution (signature) date for Contract
19 July 2021	Expected commencement date for Contract

**5. COMPLETING AND SUBMITTING A TENDER**

5.1 To participate in this competitive tendering exercise, Potential Providers are required to submit a Tender which fully complies with the instructions in this ITT and its Appendices.

5.2 Potential Providers are strongly advised to read through all documentation first to ensure they understand how to submit a fully compliant Tender.

5.3 Remember:

- 5.3.1 It is the Potential Provider's responsibility to ensure that a fully compliant Tender is submitted.
- 5.3.2 Potential Providers must ensure that they are using the latest versions of this document and its Appendices, as the documentation may be updated from time to time.
- 5.3.3 Allow plenty of time for the formulation of responses, do not leave it until the day of the Tender Submission Deadline.
- 5.4 Additional Materials, Documents and Attachments.
  - 5.4.1 Potential Providers must adhere to the following instructions;
    - 5.4.1.1 No additional attachments should be submitted with a Tender unless specifically requested.
    - 5.4.1.2 Any additional documents request must only be attached at the Question Level using the unique, unambiguous and relevant file name as specified by the Authority in the question. They must be submitted in the format requested.
- 5.5 Data Entry
  - 5.5.1 A fully compliant Tender must adhere to the following instructions;
    - 5.5.1.1 All responses must be inserted into the relevant text field unless an attachment is additionally permitted. Only information entered into the relevant text field or information provided as an attachment supplied in accordance with the Authority's instructions will be taken into consideration for the purposes of evaluating a Tender.
    - 5.5.1.2 The Tender must be submitted in the English (UK) language.
    - 5.5.1.3 Potential Providers must answer all questions accurately and as fully as possible, within the word / character limits specified.
    - 5.5.1.4 Where options are offered as a response to a question, Potential Providers must select the relevant option from the drop down list.
    - 5.5.1.5 Potential Providers must not answer questions by cross referring to other answers or to other materials (e.g. annual company reports located on a web site). Each question answered must be complete in its own right.
    - 5.5.1.6 The Authority may disregard any part of a response to a question which exceeds the specified word / character limit (i.e. the excess will be disregarded, not the whole response). The stated word / character limit includes spaces and punctuation.
- 5.6 Deadline for the submission of Tenders
  - 5.6.1 All Tenders must be received by the Authority before the Tender Submission Deadline (see the Procurement Timetable in paragraph 4 for details).
- 5.7 Late Tenders:
  - 5.7.1 Tenders received after the Tender Submission Deadline will be considered irregular and will be excluded from this Procurement.
  - 5.7.2 No allowance shall be granted where the Potential Providers' hardware, software, internet connection or staff absence prevent Tender submission by the Tender Submission Deadline.

5.8 Uploading and submitting a Tender

- 5.8.1 Potential Providers are responsible for ensuring that their Tender has been successfully submitted prior to the Tender Submission Deadline.
- 5.8.2 Potential Providers cannot modify a Tender after the Tender Submission Deadline.
- 5.8.3 Potential Providers may withdraw from this Procurement by choosing not to submit a Tender by the Tender Submission Deadline.
- 5.8.4 Tenders must remain valid and capable of acceptance by the Authority for a period of 90 calendar days following the Tender Submission Deadline. An attempt to submit a Tender with a shorter validity period may lead to the exclusion of a Tender.

5.9 Confidentiality

- 5.9.1 Potential Providers must not collude with nor disclose the fact of their intention to submit a Tender to other Potential Providers.
- 5.9.2 The Authority may disclose information provided by a Potential Provider where there is express provision to do so in accordance with Regulation 21 (2).

**6. QUESTIONS AND CLARIFICATIONS**

- 6.1 Potential Providers may raise questions or seek clarification regarding any aspect of this Procurement at any time prior to the Tender Clarifications Deadline (see the Procurement Timetable as set out in paragraph 4). Questions must be submitted via e-mail. Potential Providers should ensure that, where applicable, they include the question number in their correspondence. This is provided in Appendix D – Response Guidance.
- 6.2 To ensure that all Potential Providers have equal access to information regarding this Procurement, the Authority will publish all its responses to questions asked and or clarifications raised by Potential Providers via email.
- 6.3 If Potential Providers ask any questions and or raise clarifications Potential Providers are asked do not refer to their identity in the body of the question.
- 6.4 Questions asked and or clarifications raised may be responded to in batches by the Authority, rather than one at a time.
- 6.5 If a Potential Provider wishes to ask a question or seek clarification in confidence they must notify the Authority and provide justification for withholding the question and any response. If the Authority does not consider that there is sufficient justification for withholding the question and the corresponding response, the Authority will inform the Potential Provider, who will have an opportunity to withdraw the question or clarification. If the question and or clarification is not withdrawn, then the response will be issued to all Potential Providers.
- 6.6 Potential Providers are responsible for monitoring their e-mail for any responses to questions, general clarifications or other information issued by the Authority. Answers to such questions may contain important information that could affect how Potential Providers complete their Tender.
- 6.7 The Authority reserves the right to contact Potential Providers at any time for clarification on all or any part of their Tender during this Procurement and which is likely to require a prompt response.

## 7. OVERVIEW OF THE EVALUATION PROCESS

- 7.1 The Contract will be awarded on the basis of the most economically advantageous tender. That is to say, when considering all the factors, the proposal that enables the Authority to achieve best value for money.
- 7.2 The evaluation procedure is divided into the following key stages, which the Authority may nevertheless decide to run concurrently;
- 7.2.1 Compliance/validation – The Authority will check the Tender to ensure it is compliant with the ITT and that the responses are valid. Non-compliant Tenders may be excluded from this Procurement by the Authority.
- 7.2.2 Quality Evaluation – An Evaluation Panel provided by the Authority will assess the Tender responses in accordance with Appendix D, Response Guidance, applying the Consensus Marking Procedure described within that document.
- 7.2.3 Price Evaluation – The Authority will make a commercial assessment of prices offered and award scores in accordance with Appendix D, Response Guidance.
- 7.2.4 The Authority may require interviews with, or presentations by the Potential Provider as part of the evaluation process. Such a requirement shall imply no obligation on the part of the Authority and the Potential Provider shall be responsible for any of its own expenses incurred.
- 7.3 Final Score
- 7.3.1 The Quality Score will be added to the Price Score to determine the final score for each Potential Provider (“**Final Score**”).
- 7.3.2 A summary of the total scores available for each questionnaire set out in Appendix D, Response Guidance, is as follows:

Questionnaire Number	Questionnaire Title	Total Score Available	Questionnaire Weighting (%)
1	Key Participation Requirements	Pass/Fail	N/A
2	Conflicts of Interest	Pass/Fail	N/A
3	Information Only	N/A	N/A
4	Quality: Capability	200	50%
5	Quality: Service Delivery and Management	400	15%
6	Price	100	35%
		<b>TOTAL</b>	<b>100 %</b>

## 8. FINAL DECISION TO AWARD

- 8.1 Following evaluation of Tenders in accordance with the evaluation process set out in this ITT, the Potential Provider who offers the most economically advantageous Tender will be awarded a Contract.
- 8.2 The most economically advantageous Tenders will be the Potential Provider scoring the highest ranking Final Score provided that they have achieved the Minimum Pass Score.

- 8.3 Where the Final Score achieved by multiple Potential Providers ranks them in equal and all such Potential Providers have achieved a Minimum Pass Score then the Potential Provider with the highest score for the Quality Stage will be deemed the winner and awarded the Contract.
- 8.4 The Authority will inform all Potential Providers simultaneously via e-mail of its intention to award a Contract.
- 8.5 Should the Potential Provider ranked first decline to accept a Contract, then it will be offered to the next ranked Potential Provider so long as the minimum pass score has been met, until it has been accepted.
- 8.6 The conclusion of a Contract is subject to formal award/signature (including the satisfaction of any conditions precedent) and subject to provision of due 'certificates, statements and other means of proof' where Potential Providers have to this point relied on self-certification.



## 9. GLOSSARY

Appendix	means a document made available to Potential Providers in relation to this Procurement via e-mail;
Authority	means UK Asset Resolution Limited as described in Section 1.1 whose offices are located at Aire Valley House, Croft Road, Crossflatts, Bingley, West Yorkshire BD16 2UA;
Consensus Marking Procedure	means the evaluation procedure described in Appendix D, Response Guidance;
Contract	means the contractually-binding terms and conditions set out at Appendix C of this ITT to be entered into between the Authority and the successful Potential Provider(s) at the conclusion of this Procurement;
Contract Schedule	means a schedule to the Contract;
Corresponding Weighting	means the weighting allocated to each question of a Questionnaire
Evaluation Panel	means a committee of people who have declared any potential conflicts of interest and who have declared a competency to evaluate tender submissions on behalf of the Authority.
Final Score	means the score achieved by a Tender at the conclusion of the Evaluation process calculated in accordance with paragraph 7.
FoIA	means the Freedom of Information Act 2000 as amended and any subordinate legislation made thereunder from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
Services	means the Services that may be provided by Suppliers, as set out at Appendix B, Statement of Requirements.
Invitation to Tender or ITT	means this invitation to tender document together with its Attachments, published by the Authority in relation to this Procurement;
Marking Scheme	means the range of marks that may be given to a Potential Provider by the Authority according to Appendix D, Evaluation Guidance.
Maximum Score Available	means the maximum potential score (weighting) that can be awarded for a response to a question as set out in the table at paragraph 7.
Minimum Pass Score	means a Final Score of 50% or higher.

Potential Provider	means a Supplier, which potentially will enter into a Contract with the Authority and therefore assume liability for performance of the Contract, subject to paragraph 8.6;
Price Evaluation	means part of the Award Stage used to evaluate the charges tendered by a Potential Provider;
Price Score	means the score awarded to a Potential Provider at the conclusion of the Price Evaluation process calculated in accordance with Appendix D, Evaluation Guidance.
Procurement	means the process used to establish a Contract that facilitates the supply of the Services.
Procurement Lead	means the UKAR commercial lead running the procurement;
Quality Evaluation	means the qualitative evaluation of a Tender undertaken during the Evaluation process;
Quality Score	means the score awarded to a Potential Provider at the conclusion of the Quality Evaluation process calculated in accordance with Appendix D, Evaluation Guidance.
Questionnaire(s)	refers to the questionnaires in Appendix D;
Regulations	means the Public Contracts Regulations 2015 ( <a href="http://www.legislation.gov.uk/uksi/2015/102/contents/made">http://www.legislation.gov.uk/uksi/2015/102/contents/made</a> ) as amended from time to time;
Supplier	means a Potential Provider with whom the Authority has concluded a Contract;
Tender	means the Potential Provider's formal offer in response to the Invitation to Tender;
Tender Clarifications Deadline	means the time and date set out in paragraph 4.2 for the latest submission of clarification questions;
Tender Submission Deadline	means the time and date set out in paragraph 4.2 for the latest uploading of Tenders; and
Voluntary Community Social Enterprise or VCSE	means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.