



Department for
Business & Trade

Project_1355

UK Pavilion at Expo 2025 Osaka

Design, Build, Maintain & Decommission (DBMD) Contract

Invitation to Tender (ITT)

(Open Procedure – Regulation 27 of the PCR 2015)

June 2023



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Our Reference: Project_1355

Date: 19th June 2023

To Whom it May Concern,

Invitation to Tender, Reference Number: Project_1355

- 1) You are invited to tender for the supply of Design, Build, Maintain, and Decommission (DBMD) services and works for the UK Pavilion (UKP) at Expo 2025 Osaka ("Expo") in competition in accordance with the attached document.
- 2) The requirement is for a supplier to manage the delivery of the Design, Build, Maintain, and Decommission of the UK Pavilion at Expo 2025 Osaka. The Contractor will take full responsibility for managing the end-to-end delivery of the physical UK Pavilion and is responsible for delivering a design that can be built in the timeframes, with the materials available, and ensuring it meets Japanese construction regulations. The Contractor will then be responsible for managing the building of the designed UK Pavilion (using appropriately licenced contractors that can build in Japan), fitting it out, maintaining it for the six (6) months of Expo, and then decommissioning it at the end. The Contractor will be responsible for managing any required subcontractors or supply chain partners required to deliver the requirement.
- 3) The requirement and subsequent Contract envisages a works / services period operating until 31 March 2026 (being the estimated Completion Date for the purposes of the Contract), which shall be followed by a 12 month defect liability period. The Contract duration may be extended for as many periods as is necessary to ensure the works / services are complete, up to a maximum of twelve (12) months in aggregate
- 4) The estimated total maximum budget for the Contract is £24,000,000 (twenty-four million pounds) excluding any applicable taxes. This is inclusive of all fees and costs as well as any contingency. The budget is set by the Client and Tenderers are required to submit Tenders that are within this budget.
- 5) This Procurement is being carried out in accordance with the Public Contract Regulations 2015 under the Open Procedure (Regulation 27). Tenderers can submit a bid as a single legal entity, with other legal entities (to form a consortium) or with named sub-contractors.
- 6) As a procurement run under the Open Procedure, this means Tenderers must submit the completed Standard Selection Questionnaire (SSQ) and their response to the quality, social



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value and pricing criteria (together their "Tender") in a single submission (along with any mandatory forms as stated in this ITT). There will be no shortlisting, no additional stages, and no presentations for this Procurement.

- 7) Any recommendation for contract award will be based solely on the evaluation of the Tender.
- 8) The Tenderer recommended for the award of the Contract will be the Tenderer that:
 - a. submits a compliant Tender in accordance with this ITT,
 - b. is not excluded or rejected in accordance with this ITT;
 - c. does not exceed the stated maximum budgets in response to the pricing schedule (any Tenderer that exceeds the stated budgets in submission of their pricing will be excluded from the Procurement), and
 - d. has the highest scoring Tender as calculated in accordance with this ITT.
- 9) The anticipated date for the contract award decision is 14th August 2023. Please note that this is an indicative date and may change.
- 10) The deadline for Tenderers to submit clarification questions ends at 12:00pm (BST) on 7th July 2023.**
- 11) You must submit your Tender to arrive no later than **12:00pm (BST) on 19th July 2023.**
- 12) Please ensure that you download all documents from the Client's e-tendering portal, Jaggaer, as listed below:
 - a. Invitation to Tender (ITT) – this document
 - b. Schedules 03, 04 and 11 (various declaration forms)
 - c. Schedule 05 (Standard Selection Questionnaire)
 - d. Schedule 06 (Contract) (contains multiple documents that will form the Contract)
 - e. Schedule 07 (Scope)
 - f. Annexes A-V of the Scope (Schedule 07)
 - g. Annexes A-V of the Scope (Schedule 07) Summary Document
 - h. Schedules 08, 09 and 10 – Evaluation Criteria
 - i. Annex A of Schedule 08

If you are unable to download a document or cannot locate something listed above or within the Annex A-V of Scope (Schedule 07) Summary Document, please message us via the messaging function on Jaggaer.

Yours faithfully,

Will Medici

Commercial Lead



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Schedules

The following is a list of the Schedules that form part of this ITT and is for information only. The Schedules are attached as separate documents within the Bid Pack.

No.	Title	Overview
01	NOT USED	
02	NOT USED	
03	Tenderers Commercially Sensitive Information Form	For the Tenderer to complete in accordance with Part E of Section 4 of this ITT and upload to Jaggaer at the time of submission of its Tender
04	Form of Tender	For the Tenderer to complete and upload to Jaggaer at the time of submission of its Tender.
05	Standard Selection Questionnaire (SSQ)	Contains all the questions asked of the Tenderer in the Standard Selection Questionnaire (SSQ), including full breakdown of the scored questions, response formats and scoring methodology. The Tenderer must complete the SSQ in Jaggaer and upload their responses to the scored questions as attachments to the questions in Jaggaer (and must procure that, where it is relying on a subcontractor to meet the SSQ requirements, the subcontractor completes the relevant parts of the SSQ) in accordance with the instructions in this ITT and the SSQ;
06	Contract	The Contract that will be entered into between the Client and the successful Tenderer if the Client chooses to award.
07	Scope (plus Annexes A-V)	Contains the technical requirements and Contract Deliverables that the successful Tenderer will be contracted to provide under the Contract.
08	Quality Envelope	The quality questions that must respond to as part of its Tender submission. Tenderers must upload its responses to the questions in Jaggaer as attachments. The document contains the full award criteria for each question, response format, and scoring methodology to be applied. This is worth 70% of the overall marks for the Procurement.
09	Social Value Envelope	The questions on social value that Tenderers from must respond to as part of its Tender submission. Tenderers must upload their response to the question in Jaggaer as an attachment. The document contains the full award criteria for the question, response format, and scoring methodology to be applied. This is worth 10% of overall marks of the Procurement. Commitments made by Tenderers in their response to social value criteria will be added to the Scope in the Contract and delivery against targets will be monitored as part of contract management.
10	Pricing Schedule	Contains the Pricing Schedule. Tenderers must complete this in accordance with the instructions in this ITT and in this Pricing Schedule. Once



		completed, Tenderers must upload the completed Pricing Schedule against the pricing question in Jaggaer.
11	Conflict of Interest Declaration Form	For the Tenderer (and any subcontractor known at Tender) to complete in accordance with Part F of Section 4 of this ITT and upload to Jaggaer at the time of submission of its Tender.



SECTION 1: INTRODUCTION

DEFINITIONS

Unless the context otherwise requires, the following words and expressions used within this ITT (except Schedule 06: Client's Conditions of Contract) shall have the following meanings (to be interpreted in the singular or plural as the context requires).

Any reference to a statute or statutory provision is a reference to such statute or statutory provision as amended to re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

TERM	MEANING
“Budget Cap”	means the maximum price the Contractor will be entitled to be paid for specific Works Packages, including the Management Work Package identified in this ITT and the Contract
“Client”	means the Secretary of State acting through the Department for Business and Trade acting as part of the Crown for the purposes this ITT including the Contract at Schedule 06 to this ITT
“Contract”	means the contractually binding terms and conditions set out in Schedule 06 of this ITT to be entered into by the Client and the successful Tenderer at the conclusion of this Procurement.
“Contract Budget”	means £24 million (excluding applicable taxes permitted under the Contract) which is the maximum budget available for this Contract
“Contract Deliverables”	means the Goods, Works, and Services and any associated technical data which the winning Tenderer is required to provide under the Contract.
“Contractor”	means the single legal entity who will enter into the Contract as named in the the Tender.
“Conflict of Interest (COI)”	means any circumstance or situation where relevant staff members of the Tenderer involved in this Procurement have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the Procurement and/or affect the integrity of Contract award and any resultant Contract.
“DBMD Costs”	has the meaning given to in paragraph 5.17 of section 5, Part A of this ITT
“Data Protection Legislation”	means (i) the UK GDPR, the Law Enforcement Directive and any applicable national



	<p>implementing laws as amended from time to time;</p> <p>(ii) (ii) the Data Protection Act 2018 to the extent that it related to processing of personal data and privacy; and</p> <p>(i) (iii) all applicable law about the processing of personal data and privacy.</p>
“EIR”	means the Environmental Information Regulations 2004 (as amended) together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to those Regulations.
“FOIA”	means the Freedom of Information Act 2000 (as amended) and any subordinate legislation made under that Act together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to that legislation.
“Goods”	means any physical items that are required (either to be purchased or manufactured) in relation to the delivery of the Contract.
“Integrator”	means the term given to the Contractor within the Scope, and in particular references the role of the Contractor in managing any subcontracted supply chain. Refer to S105 “Description of the <i>works</i> ” in the Scope at Schedule 07 to this ITT.
“Invitation to Tender (ITT)”	means specifically this document, however can also refer to this document together with its attachments and Schedules which the Client sends out to potential Tenderers to initiate participation in the Procurement (may also be referred to as the “Bid Pack”).
“Management Fee”	Has the meaning given to it in paragraph 5.18 of Section 5, part A of this IT;
“(the) Procurement”	means this competition to procure the Contract
“Schedule”	means a schedule to this ITT
“Scope”	Means the document that details the technical requirements and acceptance criteria of the Contract Deliverables as set out in Schedule 07 to this ITT, and will form the Scope under the Contract at Schedule 06
“Services”	means the services to be delivered by the Contractor under the Contract.
“Standard Selection Questionnaire (SSQ)”	means the standard selection questionnaire at Schedule 05 to this ITT requesting company information, questions on mandatory and discretionary exclusion, financial standing, professional and technical capability, and experience.
“Tender”	means the formal offer that the Tenderer makes to the Client in response to this ITT.



“Tenderer”	means the single economic operator that submits a Tender in response to this ITT. Where “You” or “Your” is used in this ITT, this means the Tenderer.
“Tender Submission Deadline”	means the final date by which Tenderers must submit their Tender as set out in Section 2 of this ITT and as may be amended from time to time by the Client.
“UK GDPR”	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4);
“Works”	means those Services that relate specifically to the physical construction and decommissioning of the UK Pavilion
“Works Packages”	means the packages of Works or Services that the successful Tenderer will be required to deliver, forming part of the Contract, each subject to its respective Budget Cap.

PART A: GENERAL

- 1.1 The purpose of this ITT is to invite Tenderers to propose a solution to meet the Client’s requirement. This document explains and sets out the:
- Tender process and timetable for the Procurement;
 - Instructions and conditions that govern this Procurement;
 - Information you must include in your Tender and the required format;
 - Scope;
 - Arrangements for the receipt and evaluation of Tenders; and
 - Contract Conditions that shall apply in the event that the Client awards a contract following this Procurement.
- 1.2 Tenderers acknowledge and agree that nothing contained within this ITT shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a Tender or enter into any other contractual agreement.
- 1.3 Tenderers are responsible for ensuring that they understand the requirements for this Procurement. If any information is unclear or if a Tenderer considers that insufficient information has been provided, Tenderers should raise a clarification with the Client in accordance with Section 3 Part I to this ITT.
- 1.4 Tenderers are responsible for ensuring that they have submitted a complete and accurate Tender and that prices quoted are arithmetically correct for the units stated.

PART B: DISCLAIMER

- 1.5 Whilst the information contained in this ITT and any supporting information referred to herein or provided to Tenderers by the Client have been prepared in good faith. The Client does not warrant that this information is comprehensive or that it has been independently verified. Neither the Client nor its representatives accept any liability for the information contained in this ITT or shall be liable for any loss or damage arising as a result of this ITT.
- 1.6 Any Tenderer considering entering into contractual relationships with the Client should make its own investigations and independent assessment of the Client.

PART C: CONTRACT CONDITIONS



1.7 The full text of the Contract conditions is attached at Schedule 06 to this ITT.

PART D: TENDER EXPENSES

1.8 The Tenderer shall bear all costs associated with preparing and submitting your Tender. If the Tender process is terminated or amended by the Client, the Client shall not reimburse you.

PART E: E-TENDERING

1.9 The Client is using e-Tendering for this Procurement. Jaggaer is the Client's e-Tendering Platform. It can be accessed via your web browser at <https://uktrade.app.jaggaer.com/web/login.html>. If there is any conflict between the information set out in this ITT and associated documents and the information displayed in the Client's e-Tendering Platform (Jaggaer), the information set out in this ITT shall take precedence.

1.10 Unless otherwise stated in this ITT or in writing by the Client, all communications from Tenderers and the Client during the Procurement must be made using the Client's e-Tendering Platform (Jaggaer). The Client shall not respond to communications made by other means and Tenderers should not rely on communications from the Client unless they are made through the Client's e-Tendering Platform (Jaggaer).

1.11 If a Tenderer experiences technical difficulty with the Client's e-Tendering Platform (Jaggaer), the Tenderers shall contact the e-Tendering Platform (Jaggaer) helpdesk. The Tenderer shall also inform the Client.



SECTION 2: KEY DATES

- 2.1 The key dates for this Procurement are currently anticipated to be as set out in the table below.
- 2.2 These dates may be subject to change by the Client. Tenderers shall be informed via the Client's e-Tendering Platform (Jaggaer) in the event it is necessary to make amendments to the timetable.

STAGE	DATE AND TIME	INITIATED BY	SUBMIT TO:
Prior Information Notice published on Contracts Finder & Find-a-Tender Service	28/04/2023	The Client	N/A
Pre-Market Engagement Webinar made available from	16/05/2023	The Client	All Tenderers
Contract Notice published on Contracts Finder & Find-a-Tender Service	19/06/2023	The Client	
ITT Publication	19/06/2023	The Client	All Tenderers
Deadline for Clarification Questions / Requests for additional information.	12:00 BST 07/07/2023	Tenderers	The Client
The Client issues Final Clarification Questions Answers	12/07/2023	The Client	All Tenderers
Tender Submission Deadline	12:00 BST 19/07/2023	Tenderers	The Client
Tender Evaluation	19/07/2023 – 04/08/2023	The Client	N/A
Contract Award Notification Issued	14/08/2023		
Standstill Period	Start: 15/08/2023 End: 24/08/2023	The Client	All Tenderers
Contract Award	29/08/2023	The Client	The Winning Tenderer
Contract Commencement	04/09/2023	The successful Tenderer	N/A



SECTION 3: TENDER PREPARATION AND SUBMISSION

- 3.1 By submitting a Tender, Tenderers agree to be bound by and accept the terms and conditions set out in this ITT, and should they be successful, the terms and conditions of Contract at Schedule 06.
- 3.2 A Tender will be considered compliant where it meets the terms of this ITT and consists of a completed Standard Selection Questionnaire (SSQ) that meets the minimum standards specified in that SSQ; responses to all commercial, quality, social value and pricing criteria in the agreed formats; and, where applicable, the following:
- a completed Commercially Sensitive Information Form;
 - a completed and signed Conflict of Interest Declaration Form;
 - a completed and signed Form of Tender
- 3.3 The Client may withdraw, terminate or amend the Procurement or this ITT at any time. Any amendment to the Procurement or this ITT shall be notified in writing to Tenderers. The Client shall reissue the Procurement documents before the Tender Submission Deadline and may, at its discretion or (where applicable) in accordance with the Public Contract Regulations 2015, extend the Tender Submission Deadline and / or any other stages of the Procurement for amendments.

PART A: TENDERS FOR SELECTED CONTRACT DELIVERABLES

- 3.4 Tenderers must Tender for all the Contract Deliverables listed in the Scope. The Client reserves the right to reject Tenders where Tenderers have not tendered for all the Contract Deliverables.

PART B: CONSTRUCTION OF TENDERS

- 3.5 The Tender must be written in English (UK) language and follow all instructions in this ITT (and associated Schedules) and the Client's e-tendering portal, Jaggaer. The Tender and accompanying documents must be compatible with Microsoft Office Word and other Microsoft Office applications.

PART C: TENDER VALIDITY

- 3.6 It is a condition of tendering that all Tenderers holds their Tender open for acceptance for one hundred and twenty (120) calendar days from the Tender Submission Deadline.
- 3.7 If successful, the winning Tender must be open for a further thirty (30) calendar days. This period starts on the day the Client announces its decision to award the Contract to the winning Tenderer in accordance with the Tender. In the event legal proceedings are instigated, challenging the award of the Contract, prior to entry into Contract, it is a condition of this ITT that the winning Tenderer holds their Tender open for acceptance during this period and up to fourteen (14) calendar days after the result of the legal proceedings

PART D: VARIANT TENDERS

- 3.8 A variant Tender is a Tender that offers an alternative approach to, or method of, meeting the Client's requirements as set out in this ITT and associated documents. Where the Tender evaluation has a pass/fail for the Contract conditions the Client may reject the Tender on the grounds of additional or alternative Contract conditions.



3.9 The Client shall not accept or evaluate any variant Tenders for this Procurement.

PART E: SUBMISSION OF TENDER

- 3.10 Tenders must be uploaded onto Client's e-Tendering Platform (Jaggaer) by the Tender Submission Deadline. The Client reserves the right to reject any Tender received after the Tender Submission Deadline.
- 3.11 Tenderers must complete all parts of the response form in the Client's e-Tendering Platform (Jaggaer) in accordance with the instructions therein. Tenders shall be checked for completeness and only compliant Tenders shall be evaluated.
- 3.12 Tenderers must not exceed stipulated page/word limits or include attachments which have not been requested by the Client. The Client shall disregard attachments which have not been requested. Where any part of the Tender goes beyond defined page/word limits, the Client will remove the excess pages/words in the Tender that go beyond the stated limits. Anything removed will not be evaluated. Where a question stipulates a font-size, this must be adhered to. Any Tenderer that uses a font size other than the size stipulated shall be considered to have submitted a non-compliant Tender and be excluded from the Procurement. Tenderers must not embed videos or links to external information in its response to any question. Any Tenderer that does this will have any videos and/or links removed before the response is evaluated. Client
- 3.13 Sample are not required for this Procurement.
- 3.14 The Tender shall be the single source of information used to evaluate Tenders. The Client shall only take account of information which is specifically asked for in this ITT.

PART F: PRICING

- 3.15 Prices must be submitted in £GBP, exclusive of VAT.
- 3.16 The Contract shall be awarded on a primarily cost-reimbursable basis up to a maximum budget of £24million (excluding any applicable taxes permitted under the Contract) which includes the DBMD Costs (including all contingencies), and the Management Fee as described in Section 5 of this ITT, Contract at Schedule 06, and the Pricing Schedule at Schedule 10. Tenderers may not exceed the Contract Budget and any Tender which does exceed the Contract Budget shall be excluded from further participation in the Procurement.
- 3.17 The Contract shall be paid in accordance with the terms of the Contract.
- 3.18 The pricing schedule at Schedule 10 of this ITT and within the Client's e-Tendering Platform (Jaggaer) identifies the minimum level of information required.
- 3.19 If the Client believes that any element of pricing submitted is abnormally low, it will conduct a further analysis of the offer in accordance with Regulation 69 of PCR 2015.
- 3.20 The Client reserves the right to seek verification of any prices that it deems to be unsustainable in respect of this Procurement.
- 3.21 As with any procurement exercise, a Tenderer submitting its prices for evaluation does so in acceptance of all business risks and circumstances arising from time to time.



PART G: SUB-CONTRACTING

- 3.20 All information that the Tenderer is requested to provide in its Tender must be given in respect of the single legal entity who will enter into the Contract named in the Tender.
- 3.21 Where the Tenderer proposes to use subcontractors to deliver some or all of the requirement, the Tenderer must complete the relevant sections of the SSQ at Schedule 05. This should include details of all subcontractors that the Tenderer proposes to rely on to deliver some or all of the requirements. It will be incumbent upon the successful Tenderer to update the Client as soon as they are aware of the identity of any subcontractor that is not named in its Tender and the Client may require that subcontractor to submit a compliant SSQ.
- 3.22 The Client recognises that arrangements in relation to sub-contracting may be subject to change and may not be finalised until a later date. The Tenderer shall inform the Client immediately of any changes to the supply chain following Tender submission.

PART H: CONSORTIA

- 3.23 Where a Tenderer is submitting a Tender as part of a proposed consortium, the Tenderer must complete the relevant sections of the SSQ at Schedule 05.
- 3.24 In accordance with Regulation 19(6) of PCR 2015, the Client may require a successful consortium to form a separate corporate entity.
- 3.25 All members of the consortium shall be required to provide the information required in the Tender as part of a single composite response to the Client. This information should be submitted by the Tenderer as part of the Tender.
- 3.26 The Client recognises that arrangements in relation to a consortium may be subject to change and may not be finalised until a later date. Tenderers shall Tender on the basis of envisaged arrangements. The Tenderer shall inform the Client immediately of any changes to the consortium following Tender submission.

PART I: CLARIFICATIONS

- 3.27 Tenderers may raise questions or seek clarification regarding any aspect of this Procurement prior to the clarification deadline (as set out in Section 3 Part I to this ITT). The Client shall respond to all reasonable clarifications submitted prior to the clarification deadline as soon as possible but cannot guarantee a minimum response time.
- 3.28 If a Tenderer believes that a clarification request is commercially sensitive or that publishing the clarification with the Client's response would reveal confidential information, disclosure of which would be detrimental to the Tenderer, the Tenderer must clearly state that the clarification is sensitive and provide a justification upon submission. If the Client considers the clarification and response is not commercially sensitive the Client will notify the Tenderer and specify the time by which the Tenderer must respond to its decision. In such an instance, the Tenderer may respond accepting the Client's position that the clarification is not commercially sensitive, in which case the Client's response shall be shared with all Tenderers. If the Tenderer does not accept the Client's position that the clarification is not commercially sensitive or the Tenderer does not respond to the Client within the specified time, the Tenderer will be deemed to have withdrawn their clarification in which case no response will be



shared by the Client, neither with the Tenderer in question, nor with the Tenderers collectively.

- 3.29 The Client may not respond to a clarification or publish it where the Client considers that the response may prejudice the Client's commercial interests. In such circumstances, the Client will inform the Tenderer of its view.
- 3.30 The Client reserves the right (but is not obliged) to seek clarification of any aspect of a Tender and/or request additional information during the evaluation phase in order to carry out a fair evaluation. Failure to respond within the timescales specified and/or to provide an adequate response to such a request may result in the Tender being rejected.

PART J: CHANGES TO RESPONSES

- 3.31 Tenderers may modify their submitted Tenders at any time prior to the Tender Submission Deadline. Tenders submitted before the Tender Submission Deadline shall remain unopened until the Tender Submission Deadline or such time thereafter when all Tenders shall be opened together.
- 3.32 Tenderers may withdraw their response at any time by submitted a notice via the Client's e-Tendering Platform (Jaggaer).



SECTION 4 – CONDITIONS OF TENDERING SEEK CLARIFICATION OF ANY ASPECT OF A TENDER AND/OR PROVIDE ADDITIONAL INFORMATION IN RESPECT OF TENDERERS SUBMISSION;

- 4.1 By issuing this ITT, communicating with a Tenderer or any other communication in respect of this Procurement, the Client shall not be bound to accept any Tender or award any Contract. The Client reserves the right to:
- 4.1.1 exclude any Tenderer that does not submit a compliant Tender in accordance with the instructions set out in this ITT;
 - 4.1.2 exclude any Tenderer for the provision of false, inaccurate or misleading information;
 - 4.1.3 withdraw or terminate this ITT/Procurement at any time. Any withdrawal or termination shall be notified in writing to all Tenderers;
 - 4.1.4 choose not to award any contract as a result of the current Procurement;
 - 4.1.5 ask for an explanation of the costs or price proposed in the Tender where the Tender appears to be abnormally low.
- 4.2 The Client shall not provide any references in relation to services received from any external organisation.

PART A: CONFORMING TO THE LAW

- 4.3 Tenderers must comply with all applicable UK legislation and any applicable legislation in a third state (including but not limited to Japan), including but not limited to, the UK Competition Act 1998; the UK Bribery Act 2010, and all applicable Data Protection legislation.
- 4.4 Tenderers attention is drawn to legislation relating to the canvassing of a public official, collusive behaviour, and bribery. If you act in breach of this legislation Tenderers may be excluded from this Procurement. The Client reserves the right to refer any suspected breaches of this legislation to the relevant authorities, including but not limited to, the Competition and Markets Authority and the Serious Fraud Office. Exclusion from this Procurement will be without prejudice to any civil remedy available to the Client or any criminal liability that your conduct may attract. Client
- 4.5 Tenderers attention is drawn to the Agency Workers Regulations 2010 (as amended). The Tenderer shall fully indemnify the Client for any claims instituted in any court or tribunal, the legal costs of defending such claims and reimburse the Client for any monetary awards given in regard to any actions brought under the Agency Workers Regulations 2010 (as amended) against the Client, by any agency worker engaged by the Tenderer to supply the Services to the Client.
- 4.6 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Procurement (including non-contractual disputes or claims).

PART B: INTELLECTUAL PROPERTY RIGHTS

- 4.7 The Tenderer grants the Client an irrevocable, perpetual, non-exclusive license to copy, amend and reproduce any intellectual property contained within its Tender for the purpose of carrying out this Procurement; complying with the law and/or any government guidance; and/or carrying out the Client's business activities. This licence shall also permit the Client to sublicense the use of the P Tender to its advisers or sub-contractors for the same purpose.

PART C: CHANGES TO A TENDERERS CIRCUMSTANCES



4.8 The Client may:

- 4.8.1 Reject a Tender if there is a subsequent change of identity, control, financial standing, circumstance or other factor relating to the Tenderer, a subcontractor or any consortium member throughout any point during this Procurement;
- 4.8.2 Revisit information contained in a Tender at any time to take account of subsequent changes to a Tenderers circumstance; or
- 4.8.3 Require a Tenderer to certify that there has been no material change to the information submitted in their Tender at any point during this Procurement. Failure to do so, may result in the rejection of the Tender.

PART D: CONFIDENTIALITY

- 4.9 The contents of this ITT, associated documents or information provided by the Client are provided on condition that they remain the property of the Client and are kept confidential. The Tenderer shall take all necessary precautions to ensure that they remain confidential and are not disclosed, save as described below.
- 4.10 Tenderers may disclose information relating to the Procurement to their advisers and sub-contractors in the following circumstances:
 - 4.10.1 disclosure is for the purpose of enabling a Tender to be submitted and the recipient of the information undertakes in writing to keep it confidential on the same terms as the Tenderer;
 - 4.10.2 the Client gives prior consent in writing to the disclosure;
 - 4.10.3 the Tenderer is legally required to disclose the information.
- 4.11 When providing details as part of a Tender, Tenderers agree to waive any contractual or other confidentiality rights and obligations associated with these details.
- 4.12 The Client reserves the right to, but is not obliged to, contact any named customer contact given as a reference or otherwise referred to as part of a Tender. The named customer contact does not owe the Client any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
- 4.13 Subject to Section 4 Part E to this ITT, the Client confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact
- 4.14 In addition to the provisions of Section 3 Part E to this ITT, Tenderers agree and acknowledge that the Client may use third parties in the course of its evaluation of Tenders. The Client may disclose information contained therein to such third parties for the purposes of the Client's evaluation of Tenders.

PART E: PUBLICITY ANNOUNCEMENTS, TRANSPARENCY, FREEDOM OF INFORMATION AND ENVIRONMENTAL REGULATIONS

- 4.15 Tenderers acknowledge there may be circumstances in accordance with the FOIA and the EIR in which, the Client may be required to disclose information submitted to it by a Tenderer in addition to any other transparency obligation identified within this ITT. If a Tenderer considers any information to be commercially sensitive or of a confidential nature, then Tenderers must complete the Tenderers Commercially Sensitive Information Form (Schedule 03). The Client will, where practicable, consult the Tenderer before publishing or disclosing information under the FOIA and/or the EIR to



establish whether an exemption may apply. The Client holds full discretion in defining what is ultimately commercially sensitive information.

- 4.16 If a Tenderer receives a request for information relating to this Procurement under the FOIA or the EIR during the Procurement, this should be immediately passed on to the Client and the Tenderer should not respond to the request without first consulting the Client.
- 4.17 Tenderers must be aware that the Client may publish notification of the Contract and may publish the contents of any resultant Contract. Before publishing the Contract, the Client shall redact any information which is exempt from disclosure under the FOIA and/or the EIR. Information exempt from publication could include information which would hinder law enforcement; would otherwise be contrary to the public interest or would prejudice the legitimate commercial interest of any person.
- 4.18 No Tenderer shall undertake any publicity activities in relation to this Procurement without the prior written agreement of the Client, including the format and content of any publicity. Tenderers should not, before the Client has announced the outcome of the Procurement, disclose or make any statement, which confirms that they have submitted a Tender for this Procurement.
- 4.19 Under no circumstances should Tenderers confirm to any Third Party the Client's acceptance of an offer of Contract prior to either informing the Client of your acceptance or the Client's announcement of the award of contract, whichever occurs first.
- 4.20 All Central Government Departments, 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 Client may disclose within Government any of the Tenderer's documents and information (including any that the Tenderer considers to be confidential and/or commercially sensitive) provided in its Tender. The information will not be disclosed outside Government during the Procurement. Tenderers consent to these terms as part of the Procurement.

PART F: CONFLICT OF INTEREST

- 4.21 You must inform the Client immediately of any conflicts of interest (COI) that have arisen or that arise at any point during this Procurement. Tenderers must remain alert to COI and update the Client if any new circumstance or information arises or changes. Failure to do so and/or manage COI effectively may result in a Tenderer's disqualification.
- 4.22 Tenderers must complete and submit with their Tender a Conflict of Interest Declaration Form (as per Schedule 11), including where they are declaring no conflict. Where there is an existing or potential COI Tenderers must include a proposed statement with their Tender detailing how the COI will be managed. As a minimum, Tenderers COI statement as part of their COI declaration that must include:
- 4.22.1.1 Details of the COI;
 - 4.22.1.2 Roles and responsibilities;
 - 4.22.1.3 Standards for integrity and fair dealing;
 - 4.22.1.4 Levels of access to and protection of competition sensitive information



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- 4.22.1.5 Confidentiality/Non-Disclosure Agreements
- 4.22.1.6 The Client's rights of audit; and
- 4.22.1.7 Physical and managerial separation.

- 4.23 In the event a Tender is accepted, any COI declarations shall become part of the Contract and shall be legally binding.
- 4.24 The Tenderer's obligations under this Part F shall extend to any COI or potential COI that may arise in respect of any subcontractor. The Tenderer shall ensure that appropriate arrangements are put in place with any subcontractor, to enable it to provide such information to the Client as the Client may require in respect of any COI.
- 4.25 Tenderers must remain alert to COIs and update the Client if any new circumstance or information arises or changes throughout this Procurement. Failure to do so may result in a Tenderer's exclusion from this Procurement.
- 4.26 The Client reserves the right to exclude a Tenderer from further participation in the Procurement if it considers that the Tenderer's (or any subcontractors) COI declaration does not include adequate measures to effectively prevent or remedy the COI.

PART G: STANDSTILL

- 4.27 The Client is obliged under certain circumstance to allow a space of ten (10) clear calendar days between the date of dispatch of notice of the contract award decision to Tenderers and entering into a contract, known as the standstill period. The standstill period ends at midnight at the end of the 10th day after the date the contract award notification letters have been issued to all Tenderers. Where this is not a working day, this will extend to midnight at the end of the next working day.

PART H: CYBER ESSENTIALS

- 4.28 The Cyber Essentials Scheme (CES) has been a mandatory requirement for suppliers with contracts involving sensitive or personal information since 01 October 2014. Tenderers can view details of CES at <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>. Suppliers shall hold Cyber Essentials Certification as a minimum on all Government contracts awarded which include in the transfer of identifiable data/information.
- 4.29 The Client has conducted a Cyber Risk Assessment to identify the level of cyber risk to this requirement. Although the risk pertaining to this requirement is low, it is the Client's requirement that all Tenderers as a minimum hold Cyber Essentials certification.
- 4.30 Where the single legal entity who will enter into the Contract (as named in the Tender) intends to sub-contract any part of the requirement, the level of cyber risk identified must be transferred through the supply chain. No sub-contract can be awarded until it has demonstrated to the entity entering the Contract that it has met the minimum standards required.
- 4.31 The winning Tenderer shall only be awarded the Contract if they are able to demonstrate they can be certified by Cyber Essentials upon Contract commencement. Tenderers must demonstrate in their Tender how this will be achieved (at the Tenderer's cost) or provide evidence of current certification.



PART I: TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006 (TUPE)

- 4.32 Tenderers should determine whether they believe the TUPE applies to this Procurement. Notwithstanding this, Tenderers will note that it is the Client's view that TUPE is not likely to apply if this Procurement results in a contract being awarded, although the Client is not liable for this opinion. The Client's view is based on the fact that this is a new requirement which has not previously been tendered for. If TUPE does apply the Client will wish to satisfy itself that Tenders are responsibly calculated and take full account of any likely TUPE obligations.
- 4.33 It is the responsibility of the Tenderer to take their own advice and consider whether TUPE is likely to apply in the particular circumstances of the Contract and to act accordingly. The Tenderer is encouraged to carry out its own due diligence exercise.
- 4.34 If Tenderers have a contrary view to that of the Client on the applicability of TUPE they should advise the Client, giving reasons, prior to the Tender Submission Deadline.

PART J: MODERN SLAVERY

- 4.35 The UK Government is committed to tackling the scourge of modern slavery; an umbrella term that encompasses the offences of slavery, servitude, forced and compulsory labour and human trafficking. Departments must take action to ensure modern slavery risks are identified and managed effectively in government supply chains.
- 4.36 The UK Government has published a modern slavery statement which sets out the actions taken, and plans in place, to identify, tackle and prevent modern slavery in central government supply chains.
- 4.37 The Client has completed a modern slavery risk assessment for this Contract to determine the risk of modern slavery occurring in its the supply chain. This Contract has been assessed to have a medium risk of modern slavery occurring in its supply chain. The successful Tenderer will therefore be required to complete the Modern Slavery Assessment Tool within 60 days of contract award.



SECTION 5 – TENDER EVALUATION

PART A: TENDER EVALUATION CRITERIA

- 5.1 This section outlines the evaluation methodology for the Procurement.
- 5.2 Tenders shall be evaluated by a panel appointed by the Client. Each panel member shall undertake an independent evaluation. There shall be a minimum of two (2) commercial officers evaluating selection criteria, a minimum of two (2) commercial officers evaluating commercial (price) criteria, and a minimum of two (2) technical experts evaluating the quality and social value criteria. Once complete, a moderation meeting shall be held where the panel shall reach a consensus on the results.
- 5.3 Tenders shall be evaluated using the Most Economically Advantageous Tender (MEAT) methodology. This is where the Client assesses a Tender based on a whether it has met the minimum requirements identified in the SSQ and the scored quality, social value and commercial criteria. The Client shall award the Contract to the Tenderer which submits the highest scoring compliant Tender.
- 5.4 The MEAT ratio for this Tender is as follows:

Award Criteria	Weighting
Selection ¹	Pass/Fail
Quality	80%
Social Value	10%
Commercial (Price)	10%

- 5.5 Within each set of criteria (selection, quality, social value, and commercial), Tenderers are required to respond to individual questions which together forms their Tender.
- 5.6 Tenderers shall not cross-refer to answers given elsewhere in a Tender unless explicitly asked to by the Client. Tenderers shall answer each question so that it acts as a stand-alone answer. Tenderers may need to repeat certain information in an answer to a different question if needed.
- 5.7 The questions within the selection criteria are pass/fail and are not weighted. The questions within each set of quality, social value, and commercial criteria are sub-weighted out of 100% for that set of criteria. For the questions within the quality criteria, each of these have associated award criteria which are sub-weighted further.
- 5.8 A summary of the selection criteria is shown in the table below, including what constitutes a “pass” and what constitutes a “fail”:

QUALIFICATION		
PASS/FAIL		
Question	To receive a “Pass”	To receive a “Fail”

¹ Within the Client’s e-tendering system, Jaggaer, the Selection Criteria will be contained within the “Qualification “Envelope and may be referred to such. For the avoidance of doubt, the term “Selection”, used in this ITT is the correct definition.



Acceptance of Contract conditions	Tenderers must accept the Contract conditions without amendment when submitting their Tender	Failure to accept the Contract conditions without amendment and/or any conditional acceptance of the Contract conditions
Completion, signature, and submission of the Form of Tender – Schedule 04	Tenderers must complete, sign and date a Form of Tender when submitting their Tender	Non-completion and/or non-submission of the Form of Tender and/or inaccurate completion of the Form of Tender
Completion and submission of Conflicts of Interest Declaration Form, Commercially Sensitive Information Form, Consortium Information Form, and Tenderer’s Subcontracting Information Form – Schedules 01-03 and 11	Tenderers must complete and submit all necessary forms, including submitting a nil submission where it is not applicable	Non-completion and/or non-submission of stated forms or inaccurate forms
Standard Selection Questionnaire (SSQ) – Schedule 05	Tenderers must: <ul style="list-style-type: none"> • Respond to all mandatory questions in the SSQ and submit it when submitting their Tender; • Not meet one of the grounds of exclusion; and • Not fail a single question in the SSQ 	Failure to respond to all mandatory questions and/or meeting one of the grounds for exclusion and/or receiving a failing mark against a single question in the SSQ.

5.9 A Tenderer that receives a “fail” mark against any of the selection criteria listed in the table above shall be excluded from further participation in this Procurement, and in such cases will not have the rest of its Tender evaluated.

5.10 A summary of the sub-weighting for each quality, social value, and commercial question is shown in the table below, as well as the relative weighting of that question relative to the overall evaluation of the Procurement (for the quality criteria, it does not show the breakdown and sub-weighting of sub-criteria for each question, see 5.11):

QUALITY, SOCIAL VALUE & COMMERCIAL		
QUALITY – 80.00%		
Question	Sub-weighting (out of 100% of the quality criteria)	Relative Weighting (out of 100% of Stage 2)
1 – Architectural Design	40.00%	32.00%



2 – Delivery Schedule & Plan	40.00%	32.00%
3 – Integrator Capability	20.00%	16.00%
SUB-TOTAL	100.00%	80.00%
SOCIAL VALUE – 10.00%		
Question	Sub-weighting (out of 100% of the social value criteria)	Relative Weighting (out of 100% of Stage 2)
4 – Fighting Climate Change	100.00%	10.00%
SUB-TOTAL	100.00%	10.00%
COMMERCIAL – 10.00%		
Question	Sub-weighting (out of 100% of the pricing criteria)	Relative Weighting (out of 100% of Stage 2)
5 – Management Fee (%)	100.00%	10.00%
SUB-TOTAL	100.00%	10.00%
GRAND TOTAL:		100.00%

Quality & Social Value Evaluation

- 5.11 Schedule 08 (Quality Envelope) and Schedule 09 (Social Value Envelope) provide full details of the quality and social value criteria, respectively, including question particulars, award criteria and their sub-weightings, scoring and evaluation methodology, and response/submission formats.
- 5.12 The information submitted by the Tenderer against the social value criteria as part of the Tender will be translated into contractual obligations for the successful Tenderer to deliver under the Contract and will be used as a basis of monitoring the successful Tenderer’s performance in respect of social value under the Contract.
- 5.13 **NOTE FOR TENDERERS:** the Tenderer’s responses for the quality and social value parts of its submission shall form part of the Scope provided by the Contractor for the purposes of the Contract, and shall be incorporated into the Scope wholesale, save for any amendments that at the Client’s sole discretion are required, in order to adhere to Expo requirements.

Commercial Evaluation

- 5.14 For the commercial criteria, Tenderers are required to respond by submitting, against the pricing question in Jaggaer, a completed Pricing Schedule. The Pricing Schedule can be found at Schedule 10 to this ITT. Tenderers should refer to the “Instructions” tab in the Pricing Schedule to understand how to complete the Pricing Schedule, as well as the worked example contained with the Pricing Schedule. The scoring and evaluation methodology for the commercial criteria is set out in this ITT below.
- 5.15 The total budget available for the Contract is £24,000,000 (excluding any applicable taxes permitted under the Contract) as stated within the Contract at Schedule 06 (the “Contract Budget”). The Client has divided the requirement into six (6) Works Packages each of which will have a Budget Cap (individually to be determined) as set out below:

CONTRACT BUDGET BREAKDOWN



No.	Tranches	Cost Type
1	Management Fee	% Management Fee charged on top of all other costs with cap
2	Design & Surveys	Cost Reimbursable with cap
3	Construction	Cost Reimbursable with cap
4	Fitout of content / exhibition	Cost Reimbursable with cap
5	Maintenance & Repair	Cost Reimbursable with cap a
6	Decommissioning	Cost Reimbursable with cap

- 5.16 Tenderers are asked to tender on the basis of the project costs which are split into two primary pots: (1) DBMD Costs, and (2) Management Fee.
- 5.17 DBMD Costs comprise Works Packages for: (1) Design & Surveys; (2) Construction; (3) Fitout; (4) Maintenance; and (5) Decommissioning. Throughout the course of the Contract, the Contractor shall be entitled to be paid costs associated with these works or services on an open book cost reimbursable nature up to the Budget Cap for that work package in accordance with the terms of the Contract.
- 5.18 The Management Fee is a percentage applied to the DBMD Costs that acts as the Tenderer's payment for their role as the Integrator and for managing delivery of the Contract Deliverables via their supply chain. The Management Fee shall be applied in accordance with the terms of the Contract up to the Management Fee Budget Cap.
- 5.19 The DBMD Costs and the Management Fee shall, in total, not exceed 100% of the Contract Budget of £24m (excluding applicable taxes permitted under the Contract).
- 5.20 Tenderers must carefully read the Contract at Schedule 06 and ensure they understand how the payment process will work in operation of the Contract, including how foreign currency is dealt with, before proceeding to complete the Pricing Schedule at Schedule 10.
- 5.21 When completing the Pricing Schedule at Schedule 10, Tenderers must read the "Instructions" tab, and then should complete the two tabs: "(1) BUDGET & ALLOCATION" and "(2) SCHEDULE OF RATES".
- 5.22 When completing the "(1) BUDGET % ALLOCATION" tab, Tenderers should carefully read the worked example in the tab "BUDGET % ALLOCATION EXAMPLE".
- 5.23 For the purposes of the Procurement, and the commercial criteria. The Tenderer will be evaluated on the Management Fee Percentage (MFP) only. The Schedule of Rates will not be evaluated as detailed in the Pricing Schedule. The score for the MFP shall carry 100% of the commercial score available, which itself is worth 10% of the score for the entire Procurement. The section below details how the MFP will be evaluated.

Management Fee Percentage (MFP) (%) Evaluation Methodology

- 5.24 In completion of the table on the "BUDGET % ALLOCATION" tab of the Pricing Schedule at Schedule 10, Tenderers will apportion a percentage of the total Contract Budget (£24m) to the different work packages that make up the DBMD Cost as described in 5.17.



5.25 The Tenderers MFP will be auto calculated based on the percentage remaining out of 100% of the Contract Budget once the percentages for the DBMD Costs have been deducted. When apportioning the Budget Caps for the DBMD Costs, Tenderers should ensure sufficient value is left to cover the MFP they intend to charge. The Pricing Schedule will not allow Tenderers to exceed the Contract Budget and for the avoidance of doubt any Tender that does exceed the Contract Budget shall be excluded from this Procurement.

5.26 The figure calculated in 5.25 will be the Management Fee Percentage (MFP), and for clarity, in operation of the Contract will be a percentage applied to invoiced DBMD Costs to act as payment for the Management Works Package of services up to the Management Fee Budget Cap. The Management Fee Budget Cap will be calculated by applying the MFP to the sum of the Budget Caps for the DBMD Costs.

5.27 The MFP will be evaluated on a relative scoring scale in comparison to the compliant Tender with the lowest MFP using the following formula:

$$\text{Score out of 100} = (\text{Lowest MFP} / \text{Tenderer's MFP}) \times 100$$

5.28 The above formula gives the score for the Tenderer out of 100% of the Commercial score. This score is then multiplied by 10% to arrive at the relative score for the Commercial criteria in respect of the entire Procurement.

5.29 The following outlines a worked example for MFP submitted by Tenderers A, B, C, D, and E, who submit the following MFPs within their completed Pricing Schedules²:

Tenderer	Management Fee Percentage (MFP)
A	15%
B	9%
C	31%
D	17%
E	12%

The lowest MFP is 9%. Using the formula at 5.27, the weighted score out of 100% of the score available for the commercial criteria is calculated as follows³:

Tenderer	Calculation	Weighted Score (out of 100%)
A	(9/15) x 100	60.00
B	(9/9) x 100	100.00
C	(9/31) x 100	29.03
D	(9/17) x 100	52.94
E	(9/12) x 100	75.00

The final step is to now calculate the relative weighted score which will give each Tenderer a score out of 10% for the commercial criteria in respect of the entire Procurement, which arrives at the following result for this example:

Tenderer	Relative Weighted Score (out of 10%)
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² Examples of commercial evaluation in this ITT are for illustrative purposes only and are not to be taken as the Client's expectations on pricing. The examples are to show how a score is calculated.

³ For the purposes of this example, scores are rounded to 2 decimal places, however in actual evaluation they will not be rounded until the after the final calculation has been made.



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A	6.00
B	10.00
C	2.90
D	5.29
E	7.50