

# Request for Proposal



**Request for Proposal (RFP) on behalf UK Research & Innovation (UKRI)**

**Subject: The Provision of Energy Catalyst Innovation Accelerator**

**Sourcing Reference Number: UK SBS CS19312**

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# Section 1 – About UK Shared Business Services

## Putting the business into shared services

UK Shared Business Services Ltd (UK SBS) brings a commercial attitude to the public sector; helping Contracting Authorities improve efficiency, generate savings and modernise. It is our vision to become the leading service provider for Contracting Authorities of shared business services in the UK public sector, continuously reducing cost and improving quality of business services for Government and the public sector.

Our broad range of expert services is shared by our Contracting Authorities. This allows our customers the freedom to focus resources on core activities; innovating and transforming their own organisations.

Core services include Procurement, Finance, Grants Admissions, Human Resources, Payroll, ISS, and Property Asset Management all underpinned by our Service Delivery and Contact Centre teams.

UK SBS is a people rather than task focused business. It's what makes us different to the traditional transactional shared services centre. What is more, being a not-for-profit organisation owned by the Department for Business, Energy & Industrial Strategy (BEIS), UK SBS' goals are aligned with the public sector and delivering best value for the UK taxpayer.

UK Shared Business Services Ltd changed its name from RCUK Shared Services Centre Ltd in March 2013.

## Our Customers

Growing from a foundation of supporting the Research Councils, 2012/13 saw Business Innovation and Skills (BIS) transition their procurement to UK SBS and Crown Commercial Services (CCS – previously Government Procurement Service) agree a Memorandum of Understanding with UK SBS to deliver two major procurement categories (construction and research) across Government.

UK SBS currently manages £700m expenditure for its Contracting Authorities. Our Contracting Authorities who have access to our services and Contracts are detailed [here](#).

## **Privacy Statement**

At UK Shared Business Services (UK SBS) we recognise and understand that your privacy is extremely important, and we want you to know exactly what kind of information we collect about you and how we use it.

This privacy notice link below details what you can expect from UK SBS when we collect your personal information.

- We will keep your data safe and private.
- We will not sell your data to anyone.
- We will only share your data with those you give us permission to share with and only for legitimate service delivery reasons.

<https://www.ukpbs.co.uk/use/pages/privacy.aspx>

For details on how the Contracting Authority protect and process your personal data please follow the link below:

<https://www.ukri.org/privacy-notice/>

## **Section 2 – About the Contracting Authority**

### **UK Research and Innovation**

Operating across the whole of the UK and with a combined budget of more than £6 billion, UK Research and Innovation represents the largest reform of the research and innovation funding landscape in the last 50 years.

As an independent non-departmental public body UK Research and Innovation brings together the seven Research Councils (AHRC, BBSRC, EPSRC, ESRC, MRC, NERC, STFC) plus Innovate UK and a new organisation, Research England.

UK Research and Innovation ensures the UK maintains its world-leading position in research and innovation. This is done by creating the best environment for research and innovation to flourish.

For more information, please visit: [www.ukri.org](http://www.ukri.org)

### **Innovate UK**

Innovate UK works with people, companies and partner organisations to find and drive the science and technology innovations that will grow the UK economy. They drive growth by working with companies to de-risk, enable and support innovation.

<https://www.gov.uk/government/organisations/innovate-uk>

## Section 3 – Working with the Contracting Authority.

Section 3 – Contact details		
3.1.	Contracting Authority Name and address	UK Research & Innovation (UKRI) Polaris House, Polaris House, North Star Avenue, Swindon, SN2 1SZ
3.2.	Buyer	Kerry Hammond
3.3.	Buyer contact details	<a href="mailto:professionalservices@uksbs.co.uk">professionalservices@uksbs.co.uk</a>
3.4.	Estimated value of the Opportunity	<p>Total estimated value of the contract is up to £7,874,000.00 Ex VAT over 5 years should all extensions be utilised</p> <p>Estimated contract spend per Lot over the full 5 years potential duration of the contract . The initial contract term is till 31<sup>st</sup> March 2021 with the optional extensions to extend on an annual basis 1 +1 +1 years for years 3, 4 and 5 depending on budgetary approval.:</p> <p>Lot 1 £5,714,000 Lot 2 £1,640,000.00 Lot 3 £520,000.00</p> <p>Up to £4,174,000 ex VAT for the initial contract term until 31<sup>st</sup> March 2022 against all Lots.</p> <p>Within this budget up to £880,000 ex VAT has been allocated to the end of this Financial year ending 31<sup>st</sup> March 2020</p>
3.5.	Process for the submission of clarifications and Bids	<p><b>All correspondence shall be submitted within the Messaging Centre of the e-sourcing tool. Guidance Notes to support the use of Delta eSourcing are available <a href="#">here</a>.</b></p> <p><b>Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid <u>not</u> being considered.</b></p>

Section 3 - Timescales		
3.6.	Date of posting of Contract advert to OJEU.	14 <sup>th</sup> November 2019
3.7.	Date RFP available to Bidders on Contracts Finder	18 <sup>th</sup> November 2019
3.8.	Latest date / time RFP clarification questions shall be received	16 <sup>th</sup> December 2019 14.00

	through Delta eSourcing messaging system	
3.9.	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through Delta eSourcing Portal	17 <sup>th</sup> December 2019 16.00
3.10.	Closing date and time for Bidder to request RFP documents	23 <sup>rd</sup> December 2019 13.00
3.11.	Closing date and time for Bidder to submit their response ( <b>‘the deadline’</b> ).	23 <sup>rd</sup> December 2019 14.00
3.12.	Notification of proposed Contract award to unsuccessful bidders	14 <sup>th</sup> January 2020
3.13.	Anticipated Contract Award Date	3rd February 2020
3.14.	Commencement of Contract	7th February 2020
3.15.	Completion of Contract	6th February 2025
3.16.	Bid Validity Period	90 Days

## Section 4 – Specification and about this procurement

UK Shared Business Services (UK SBS), on behalf of the UK Research and Innovation through Innovate UK wishes to establish a contract for the provision of the Energy Catalyst Accelerator Programme' for Energy Catalyst Round 7 & 8, of the programme along with bolstering non-grant support through business acceleration support for both the UK companies and international partners.

UK SBS is managing this procurement process in accordance with the Public Contracts Regulations 2015 (as may be amended from time to time) (the "Regulations").

The award of this contract will be based on 3 Lots:

**Lot 1** – Energy Catalyst Accelerator Programme (ECAP)

**Lot 2** – Learning from Overseas

**Lot 3** – Programme showcasing & Dissemination

One supplier/consortium will be appointed for each of the 3 Lots details above. Potential suppliers/consortia are invited to tender for one or more Lots. Suppliers/consortia for each Lot will be appointed on their own merit for all lots and responses to all relevant quality questionnaires must be submitted separately.

### Introduction

Reliable energy services are crucial to human well-being and to a community's economic development. Yet 1.1 billion people globally go without access to modern energy services, and a further billion experience intermittent access. Most of these people live in Sub-Saharan Africa (SSA) and South Asia (SA). Despite global investment in the power sector increasing almost 2.5 times during the past 15 years, generation capacity struggles to keep up with growing demand, let alone meet the needs of low-income communities. In many situations - traditional, centralised grid-based technology solutions are not feasible or affordable for the majority of unserved poor households.

Businesses in countries such as the UK, who are leading in many areas of technology development around decentralised energy and smart integration, have a role to play in bringing knowledge, experience and thinking to bear on the challenges of modern clean energy access in developing and emerging economies, and in commercialising innovative products and services to meet these challenges.

Innovate UK's Energy Catalyst programme, aims to support businesses to develop highly innovative, sustainable energy technologies and business models, which are accelerating the clean energy transition in developing and emerging economies, with a particular focus on addressing the clean energy access challenge in Sub-Saharan Africa and South/South East Asia.

To date, Energy Catalyst has provided £103m of public grant funding to 250+ projects delivered by 700+ organisations to support innovators through 6 rounds of their Energy Catalyst Programme. Rounds 1 – 6 have been supported by EPSRC, BEIS (formally DECC), and DFID. DFID has provided £18m of co-funding through their TEA programme which has gone to support 94 projects between rounds 3 - 6 looking directly at tackling the clean energy access challenges in Sub-Saharan Africa and South Asia.

The current budget is over £60m with £45m from [Global Challenges Research Fund](#) (GCRF), £17m from Department for International Development (DFID) as part of their [Transforming Energy Access](#) (TEA)



programme and £10m from Department for Business Energy and Industrial Strategy (BEIS) specifically for round 7 with the focus of climate mitigation in all developing and emerging economies. This budget is to run rounds 7 and 8 of the energy catalyst along with bolstering non-grant support through collaboration building, learning events and business accelerator support for both the UK companies and international partners.

This all forms part of the UK's aid budget meaning all projects are awarded in line with the Official Development Assistance (ODA) commitment following the [ODA guidelines](#). The support to undertakings in the EU also falls under State aid rules and we expect the appointed contractor will need to ensure both State aid compliance (including necessary checks) and ODA rules are followed and reported against as required.

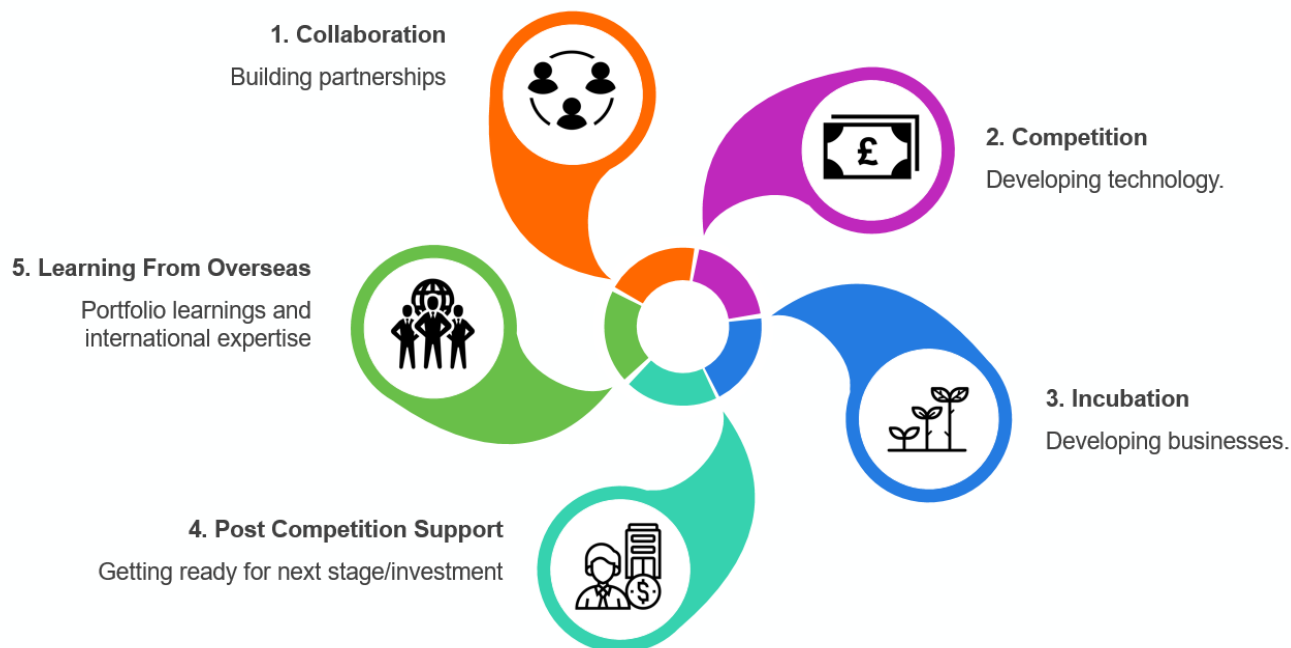
The grant available for Round 7 is £32 million with £20 million expected to be available for Round 8.

Energy Catalyst is broken down into 3 stages: early, mid and late stage. Each have different amount of grant funding and project durations available, further details in Section 5.

UK Research and Innovation are looking to contract the development of an 'Energy Catalyst Accelerator Programme' for Energy Catalyst 7 & 8 Grant recipients through this tender.

It is anticipated that Round 7 and 8 will attract approximate 30 projects each, delivered by both UK and overseas organisations, who will be support through this acceleration programme. The number of grants awarded will not affect the estimated value of the Lots. Innovate UK would also, where appropriate, envisage previous Energy Catalyst grant recipients to be included in the programme such as the learning from overseas events.

Energy Catalyst Round 7 & 8 projects will follow the following Programme, with this tender covering Stages 3 & 5.



**Stage 1: Collaboration delivered by Innovate UK**

- Overseas Missions & UK Brokering Events
- Provides opportunities for UK organisations to visit SSA & SA countries to forge project collaborations

**Stage 2: Competition delivered by Innovate UK**

- Provides funding to projects to develop their technology

**Stage 3: Energy Catalyst Acceleration Programme delivered by this tender**

- Accelerate the commercial elements of the technology supported by grant funding

**Stage 4: Post Competition Support delivered by Innovate UK**

- Provides limited amounts of follow on funding to projects

**Stage 5: Publicity & Dissemination delivered by this tender**

- Disseminates the impact of the programme and project across a range of stakeholders including government departments, investors and cooperate organisations and innovation community

**Aims**

Innovate UK recognise the additional benefit of providing support to Energy Catalyst grant recipients in addition to grant funding in order to accelerate the commercialisation of their technologies. We are looking to procure the development and delivery of the 'Energy Catalyst Acceleration Programme' (ECAP).

Each project funded by the competition will be eligible for business accelerator support during its project lifetime to ensure teams build their business towards commercialisation and critically, their business models in SSA/SA. This support is to include a project specific support, to provide technical advice to the project as a whole, as well as individual business support in the form of coaches/mentors as well as help from technical business experts (for elements such as market research and prioritisation, sales, strategy, legal/IP and business models).

This support is to be facilitated by a blend of both in person and online to enable equal participation for all project partners, independent of location. The ECAP will facilitate a cohort ethos across recipients through intensive support weeks, workshops and events for projects to discuss synergies and provide guidance on relevant areas e.g. markets and social inclusion.

To enable projects to progress following their Energy Catalyst grant, the ECAP will support projects in accessing additional finance post-project by providing opportunities for businesses to interact with investors, cooperate organisations and follow on programmes.

**Objectives**

Specific Objectives of the programme are:

- Accelerate the commercialisation readiness of businesses involved in Energy Catalyst
- Accelerate the commercialisation of the technology projects involved in Energy Catalyst
- Bring together a cohort of Energy Catalyst Round 7 & 8 grant recipients

- Facilitate cross project and cross-country learning
- Provide opportunities to engage with investors, corporate organisations and follow on support programmes such as the TEA Shell Foundation partnership.
- Share learning between UK and overseas organisations operating in the energy sector
- Promote gender equality and social inclusion
- Disseminate the impact of the Energy Catalyst Programme

## Background to the Requirement

The Energy Catalyst Programme aims to accelerate the project in order to achieve its primary objective of clean energy access overseas, with the company/organisations growth being a secondary benefit.

More details on the programmes benefits are as follows:

### Primary benefit in SSA and SA:

- increased access to affordable, sustainable clean energy options for poor households and enterprises
- increased engagement between UK and SSA/SA businesses, including successful collaborations and lasting partnerships post project
- reduced GHG emissions and improved air quality.
- helping developing and emerging economies participate in the clean energy transition
- enabling developing and emerging economies to deliver on their climate commitments

### Secondary benefit:

- increased understanding of the energy needs and opportunities of SSA and SA amongst UK businesses.
- increased engagement between UK and SSA/SA businesses, including successful collaborations and lasting partnerships post project
- increased understanding by UK businesses of social inclusion and gender issues as well as action plans for action and mitigation.
- Increased commercial readiness of UK businesses.
- Job and IP creation (as per Innovate UK normal KPIs/metrics).

The ECAP will directly support in achieving these benefits.

### Energy Catalyst Grant Competition

At the time of tendering, Energy Catalyst Round 7 projects are still under review therefore we cannot provide detailed information of the projects. We have provided details below of Energy Catalyst Round 3 – 5 for you to assess the trend and therefore range of projects we are looking to support through this programme.

Year of Grant Award	Total Grant Available	Description	Applications received	Projects Funded
2018	£3m	Energy Catalyst Round 5 - Early Stage	97	4
		Energy Catalyst Round 5 - Mid Stage	67	3
		Energy Catalyst Round 5 - Mid Stage (Special Project)	7	1

2019	£15m	Energy Catalyst Round 6 - Early Stage	44	10
		Energy Catalyst Round 6 - Mid Stage	66	16
		Energy Catalyst Round 6 - Late Stage	9	1
2020	£32m	Energy Catalyst Round 7 - Early Stage	92	TBC
		Energy Catalyst Round 7 - Mid Stage	92	TBC
		Energy Catalyst Round 7 - Late Stage	16	TBC
2021	£20m (estimate d)	Energy Catalyst Round 8 - Early Stage	TBC	TBC
		Energy Catalyst Round 8 - Mid Stage	TBC	TBC
		Energy Catalyst Round 8 - Late Stage	TBC	TBC

Locations of where previous Energy Catalyst Projects were aiming to work are detailed on the map below:



## Scope

The lots within this tender are to support grant recipients from Early, Mid and Late stage Energy Catalyst Round 7 and 8.

Energy catalyst competition is open to any organisation from anywhere in the world who have an innovative technology and/or business model which can create better energy access in SSA/SA. While due to the fund being run from the UK there is a large number of UK organisations, for mid and late stage projects there is a mandatory requirement for a legal entity in one of the in scope countries to be

part of the consortium. This means partners could include UK organisations, organisations from SSA/SA and/or organisations from anywhere else in the world. Provision will need to be made to provide business support to all eligible businesses.

A summary of the eligibility of the round 7 projects is as follows:

#### **Early Stage – Feasibility Studies**

- Project costs between £50,000 and £300,000
- Start date of 1<sup>st</sup> April 2020
- Duration of up to 12 months
- must intend to use the results to help deliver clean energy access in sub-Saharan Africa, South Asia or both
- Must include a UK-based administrative lead
- Must involve at least 1 SME from anywhere in the world

#### **Mid Stage – Industrial Research**

- Project costs between £50,000 and £1.5 million
- Start date of 1<sup>st</sup> April 2020
- Duration between 12 and 24 months
- must intend to use the results to help deliver clean energy access in sub-Saharan Africa, South Asia or both
- must involve at least one partner with a legal entity in one of the focus countries in Africa and South Asia, this could include in country offices
- Must include a UK-based administrative lead
- Must involve at least 1 SME from anywhere in the world

#### **Late Stage – Experimental Development**

- Project cost between £50,000 and £5 million
- Start date of 1<sup>st</sup> April 2020
- Duration between 12 and 36 months
- must intend to use the results to help deliver clean energy access in sub-Saharan Africa, South Asia or both
- must involve at least one partner with a legal entity in one of the focus countries in Africa and South Asia, this could include in country offices
- must include a UK-based administrative lead
- involve at least one micro, small or medium sized enterprise (SME) from anywhere in the world

Note: although projects aren't due to begin until 1<sup>st</sup> April 2020, it is expected that the supplier conducts planning activities ahead of being allocated their projects.

#### **Eligible Countries**

For round 7, the GCRF and DFID funding had to be focused on providing energy access in one of the following countries:

Sub Saharan Africa			South Asia
• Angola	• Ethiopia	• Niger	• Afghanistan
• Benin	• Equatorial Guinea	• Nigeria	• Bangladesh

• Botswana	• Gabon	• Rwanda	• Bhutan
• Burkina Faso	• Gambia	• Sao Tome and Principe	• India
• Burundi	• Ghana	• Senegal	• Indonesia
• Cabo Verde	• Guinea	• Sierra Leone	• Laos
• Cameroon	• Guinea-Bissau	• Somalia	• Myanmar
• Central African Republic	• Kenya	• South Africa	• Nepal
• Chad	• Lesotho	• South Sudan	• Pakistan
• Comoros	• Liberia	• Sudan	• Philippines
• Congo	• Madagascar	• Tanzania	• Sri Lanka
• Côte d'Ivoire	• Malawi	• Togo	• Thailand
• Democratic Republic of the Congo	• Mali	• Uganda	• Vietnam
• Djibouti	• Mauritania	• Zambia	
• Eritrea	• Mozambique	• Zimbabwe	
• Eswatini/Swaziland	• Namibia	•	

BEIS could be focused on anything on the [DAC](#) list

Energy Catalyst is a programme that is constantly developing, and while this is the scope for round 7, we expect it to continue to evolve in round 8. For example while the scope is expected to continue to centre around the clean energy transition and creating energy access in developing and emerging economies, the terminology may change and the countries in scope may increase. We expect the supplier to take a flexible approach in working with the evolution of the programme.

### Requirement

This specification has been split into 3 Lots. You can provide a bid either as a single company or as a consortium for one or more of the Lots. Each Lot will be scored independently.

Please note, the following should be included as costs within your bid as no further funding will be provided outside of this tender. This particularly applies to:

- Travel and subsistence for you as our contractor
- Travel, subsistence and event tickets for grant and/or wider attendees
- Sponsorship costs, especially relating events, workshops etc.
- Relevant insurance costs related to overseas travel

For travel and subsistence rates, please refer to [UKRI's Travel and Subsistence Policy](#). It is expected that this is a substantial proportion of the costs associated to your submission.

It is expected that information will be shared between the Lots with regards to projects, however this information should not exceed the information which the Lot provider is expected to provide to UKRI.

The following section provides the key responsibilities and outputs required for each of the Lots. Suppliers are asked to detail additional outputs which, based on their chosen methodology can be evidenced as adding value to the programme.

### **Lot 1: Energy Catalyst Accelerator Programme (ECAP)**

The Lot 1 provider will be responsible for the development and delivery of the ECAP. This will include:

- Development of the business accelerator content
- Assessing the needs of the Energy Catalyst Grant recipients
- Allocating a business coach to each project for bespoke, hands-on 1:1 support
- Providing, according to project needs, technical expertise and practical help on business subject matters to enable the companies to deliver their technology in SSA/SA markets. This may include areas such as:
  - Commercialisation of energy innovation
  - Business plans and models for overseas markets
  - Fundraising, negotiations and pitch support
  - Overseas market approaches
  - Regulations, IP and legal issues when working
  - Gender equality and social inclusion
  - Team skills and development
  - Testing facilities and trial opportunities
  - Communications

The key responsibilities and outputs under this lot are:

#### **A: Project specific support**

- Conduct an assessment of Energy Catalyst Round 7 and 8 grant recipients and work with project team to understand their specific needs in relation to business support
- Develop and provide Innovate UK and project teams an acceleration plan for each project
- Provide each project with a business coach for 1:1 support, both project partners both in the UK and overseas
  - At least 4 visits per 12 months by the mentor to the UK based project team (all project years)
  - At least 2 visits per 12 months by mentor to overseas project partners (at least year 1 of project)\*
  - At least monthly telephone/video conference with project team
  - Ad-hoc email correspondence when required
- Allocate technical experts to projects based on their individual needs
- Work with other programmes with TEA Partners to signpost projects suitable for follow on work such as through the Shell Foundation and Acumen
- Provider 'ad-hoc' support to grant recipients throughout the duration of the programme. This 'ad-hoc' support is defined as providing guidance and technical business expertise to grant recipients through the duration of their grant on unforeseen issues which arise. We welcome suppliers to propose methodologies for the management and resolution of these issues based on their expertise in this area.
- Provide travel and subsistence costs for any UK and overseas travel required as part of your submission
- Work with Innovate UK funded support, such as the Enterprise Europe Network, to complement rather than duplicate any business support already being provided to the grant recipients.

\* We encourage suppliers to use local capacity/offices however, where this is not possible and where security in country is an issue, we are happy for the supplier to arrange alternative arrangements, such as meeting at a different, more secure, location.

### B: Cross project support

- Produce and keep up to date, commercialisation guides detailing sector and country specific information to be made publicly available
- Deliver an 'Introduction to ECAP' at the beginning of Energy Catalyst Rounds. The aim of this week is to:
  - Introduce the project teams to their Business Coach and Innovate UK Monitoring Officer
  - Provide introductory learning, specific to projects needs derived from information knowledge gained from assessing the project needs
  - Provide workshops on gender equality and social inclusion
  - Develop a cohort ethos through networking and cross-project learnings
- Delivery 'End of year' ECAP event
  - Disseminate lessons learnt by projects
  - Facilitate Innovator to Investment engagement and links to follow on funding
- Provide opportunities for engagement with investors which support work in this sector
  - Facilitate at least 3 opportunities per project for introductions between projects and investors, follow on programmes or operators looking to adopt technologies
  - We welcome innovative means of achieving this objective, including collaborating with existing event providers both in the UK and overseas or developing bespoke events.
  - Sponsorship / event management / event delivery should be included within your bid

### C: Additional requirements

- Provide a team of business coaches and technical experts with experience of supporting projects both in the UK and in Sub- Saharan Africa and South Asia receiving Overseas Development Assistance (ODA)
- Provide travel and subsistence costs for any UK and overseas travel required as part of your submission. This should include both your employees and grant recipients
- Collect and report to Innovate UK feedback from project partners, event attendees, business coaches and technical experts in order to track success of the programme with regards to partnerships and impact.

### Lot 2: Learning from Overseas

The aim of Lot 2 is to accelerate innovation across the Transforming Energy Access Sector, reaching beyond the Energy Catalyst Accelerator Programme into the broader community. We wish to transfer knowledge and learning between our grant recipients and their partners, and the broader TEA family (UK & overseas), in addition to other overseas and UK organisations or individuals working within this sector.

We require a series of UK and overseas events and engagement activities that bring together UK and Sub- Saharan Africa and South Asia delegates. The key responsibilities and outputs of this provider are:

- Delivery at least 2 UK events per year (2019/20 & 2020/21) to be attended by both Energy Catalyst Projects and their overseas partners
- Delivery at least 2 overseas event per year (2019/20 & 2020/21) to be attended by both Energy Catalyst Projects and their overseas partners
- Provide travel and subsistence costs for any UK and overseas travel required as part of your submission. This should include both your employees and grant recipients, in addition to UK Energy Catalyst projects and their partnering overseas organisations.



- Collect and report to Innovate UK feedback from event attendees in order to track success of the programme about partnerships and impact.

These events have the objective of enabling two-way transfer of knowledge, expertise, positive/negative experiences working within this sector and lessons learnt between UK and overseas organisations. These events should also have the ability to help shape future policy in this area, whilst supporting learning in line with TEA/GCRF objective areas.

They could take the form of workshops, conferences or any other innovative means of knowledge transfer and dissemination bidders proposed.

Note: these events will be open to all Energy Catalyst grant recipients from Round 3 onwards in the first instance, and then the broader TEA community and other organisations/individuals operating in this sector. The provider will be responsible for the application process for these events should they be over subscribed.

### **Lot 3: Programme showcasing & Dissemination**

We wish to disseminate the impact of the Energy Catalyst (Rounds 3 – 8) programme through showcasing activities. These key responsibilities and outputs included, but are not limited to:

- Produce 'look & feel' including, name, photographs and illustrations to be used across the 'Energy Catalyst Accelerator Programme' by those delivering Lot 1 and Lot 2
- Produce a content capturing and dissemination strategy
- Produce Case Studies to be hosted on Gov.UK website – minimum of 5 per year
- Identify opportunities for and produce blogs to disseminate programme
- Produce and distribute press releases at notable points throughout the programme – minimum of 5 per year
- Capture and create content throughout the programme
- Produce videos showcasing projects, events and overseas missions (at least 3 missions)
- Provide travel and subsistence costs for any UK and overseas travel required as part of your submission. This should include both your employees and grant recipients.
- Collect and report reach and impact of dissemination activities

Within this lot, we welcome bidders to propose any further innovative means of programme dissemination to be included within this lot.

### **Spend Profile**

	<b>FY2019/20</b>	<b>FY2020/21</b>	<b>FY2021/22</b>	<b>FY2022/23</b>	<b>FY 2023/24</b>	<b>Total</b>
Lot 1	£420,000	£3,294,000	£1,200,000	£400,000	£400,000	<b>£5,714,000</b>
Lot 2	£400,000	£600,000	£240,000	£200,000	£200,000	<b>£1,640,000</b>
Lot 3	£60,000	£280,000	£80,000	£60,000	£40,000	<b>£520,000</b>

**Note: depending on the contract award date, 2019/20 spend may be moved across 2020/21 and 2021/22 financial year budgets. This movement of this funding is not guaranteed.**

Please note:

- All material and intellectual property developed as part of this tender will be owned by UKRI . UKRI reserve the rights to use any material developed post contract across any programme and/or delivery partner. Please see Terms and Conditions for full details.
- Should further funding become available either to support future Rounds of Energy Catalyst or similar programme Innovate UK reserve the right to extend this contract under this tender 2 years committed (1+1+1 optional )
- When required, all Lot providers will be required to engage with Innovate UK Evaluation Team
- All Lot providers will be required to ensure they have relevant Travel Insurance in place to cover their employees and partners for any UK and overseas travel
- Supplier is responsible for providing travel and subsistence costs for any UK and overseas travel required as part of their submission. This should include both their employees and grant recipients
- We're open to sponsoring events as part of this programme where there is evidenced alignment, however these costs must be negotiated by the supplier and included in the bid
- Supplier is responsible for collecting and reporting feedback to Innovate UK from project partners, event attendees, business coaches, investors and technical experts in order to track success of the programme with regards to partnerships and impact.
- Promoting gender equality and social inclusion should be incorporated into all activities
- Safety and security is exceptionally important for the delivery of this programme. The supplier is responsible for evidencing this in their proposal and continually through their work
- The supplier is not responsible for the selection or approval of projects for grant funding
- The supplier is not responsible for monitoring grant recipients tracking grant delivery and project progress
- All activities should be ODA compliant

### Bullying and harassment

UK Research and Innovation condemns all forms of harm and abuse, including bullying and harassment.

UK Research and Innovation take a zero-tolerance approach to harm and abuse to any individual employed through or associated with our programmes in all contexts. This applies in humanitarian or fragile and conflict-affected settings, in other field contexts, or within the international or UK R&D community which we fund. We expect business and other institutions to promote the highest standards in organisational culture and have in place the systems and procedures required to prevent and tackle all incidents of harm and abuse.

### Reporting

Due to the ever changing nature of this requirement there will be situations in which new Management Information (MI) will need to be incorporated and adapted in to this contract however the below mandatory MI have been highlighted as mandatory as a minimum.

The supplier is expected to report against a number of MI which will be designed by Innovate UK. We will not expect the supplier to collect metrics relating to the technology grant of the projects. These will continue to be collected through our monitoring officers (one of which is attached to each of the technology projects). Each lot will need to report MI's independently.

Examples of expected Management Information to be reported are as follows and are used to track the commercialisation and engagement of the projects and therefore the impact and success of the ECAP.:

Lot 1:

- Number of companies supported through the programme
- Number of active Business Relationships supported
- Plan on Gender Equality and Social Inclusion
- Progression from needs assessment
- Increased commercial readiness
  - Marketing
  - Intellectual Property
  - Commercial Viability
  - Value proposition
  - Scientific/Technical merits
  - Business plan
- Number of investor interactions

Lot 2:

- Number of events held
- Number of attendees
- Attendee geography
- Demographic of attendees and speakers
- Reach of dissemination output

Lot 3:

- Reach of case studies
- Reach of videos
- increased awareness of clean energy access
- increased awareness of Energy Catalyst
- Number of pieces of content produced

### Timetable

An indicative timetable for the Energy Catalyst Competition and Acceleration Programme is presented below. Whilst Innovate UK aim to meet the Energy Catalyst Competition schedule below, we cannot guarantee this. We therefore ask that suppliers build flexibility into their programme to meet any changing timelines. With regards to the Acceleration Programme, this is an example of how the programme can be scheduled however, we welcome suppliers to propose their own timeline with suitable rationale to support this.

Date	Energy Catalyst Competition	Acceleration Programme
September 2019	Application for EC7 closes	
January 2020		Contract Awarded
January 2020	Award notification to applicants EC7	Tender kick-off meeting
February 2020		

March 2020		Design and development of Energy Catalyst Accelerator Programme approved by Innovate UK	
April 2020	EC7 Projects expected start date		
May 2020		Hold 'Energy Catalyst Accelerator' EC7 Introduction Week	
June 2020	EC8 launch		
September 2020	EC8 Close		
December 2020	Award notification to applicants EC8		
March 2021	EC8 Projects start		
April 2021	Close of remaining EC7 Early stage projects	Hold 'Energy Catalyst Accelerator' EC7 Introduction Week & End of year event	
March 2022	Close of remaining EC8 Early stage projects	Hold 'Energy Catalyst Accelerator' end of year event	
April 2022	Close of remaining EC7 Mid stage projects		
March 2023	Close of remaining EC8 Mid stage projects	Hold 'Energy Catalyst Accelerator' end of year event	
April 2023	Close of remaining EC 7 Late stage projects	Hold 'Energy Catalyst Accelerator' end of year event	
March 2024	Close of remaining EC8 Late stage projects	Hold 'Energy Catalyst Accelerator' end of year event	

The estimated total contract over the full 5 years potential duration of the contract is £7,874,000. The initial 2 years contract term is till 31<sup>st</sup> March 2021 with the optional extensions to extend on an annual basis 1 +1 +1 years for years 3, 4 and 5 depending on budgetary approval.

The Contracting Authority are unable to guarantee a definite spend for this contract. Years 1 and 2 budget has been provisionally approved but years 3, 4 and 5 if taken up are subject to change and are dependent on spend in the initial financial years and approval by the programmes government funders to re allocate funding to these additional financial years.

All suppliers are required to confirm there are no conflicts of interest between their organisation and the current programme, ensuring that there are appropriate measures in places to prevent any COI. Bidders must be able to self-certify that there are the appropriate processes and steps in place to mitigate these eventualities.

## **Terms and Conditions**

Bidders are to note that any requested modifications to the Contracting Authority Terms and Conditions on the grounds of statutory and legal matters only, shall be raised as a formal clarification during the permitted clarification period.

### **Annex A - Schedule of Processing, Personal Data and Data Subjects**

The Supplier shall only process in accordance with the instructions as advised below and comply with any further written instructions with respect to processing by the Contracting Authority. Any such further written processing instructions required by the Contracting Authority shall be incorporated into this Schedule and shall be the subject of a formal amendment to this Contract.

1. The contact details of the Contracting Authority Data Protection Officer are: David Hyett, UKRI Data Protection Officer, dataprotection@ukri.org
2. The contact details of the Suppliers Data Protection Officer are: **[Insert Contact details]**
3. The Supplier shall comply with any further written instructions with respect to processing by the Contracting Authority.

Any such further instructions shall be incorporated into this Schedule

<b>Description</b>	<b>Details</b>
Subject matter of the processing	The energy catalyst programme aims to provide businesses with the opportunity to apply for opportunities for funding to develop highly innovative, market focussed sustainable energy technologies that primarily meet the energy access needs of developing and emerging economies. It also provides business support to grant recipients to help commercialise their business, as well as their technology.
Duration of the processing	Contract start date to 31/03/2024 or contract end date, whichever is earlier.
Nature and purposes of the processing	Personal data will be processed using public task as a lawful basis to manage and understand a business's state of play and provide guidance of how it can improve. It will also be processed to undertake analysis and support the evaluation of the programme. This may involve using equality, diversity and inclusion data.
Type of Personal Data	Personal data includes:

	<p>Name</p> <p>Address</p> <p>Date of birth</p> <p>Email address</p> <p>Work locations</p> <p>Telephone number</p> <p>Equality, diversion and inclusion data including gender and ethnicity</p>	
Categories of Data Subject	<p>Funding applicants and awardees (including individual and wider businesses)</p> <p>Event and workshop attendees</p>	
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Data will be kept for no longer than the end of the contract period. At which time the supplier will hand over any requested data to UKRI/ Innovate UK. At this time the supplier and all its contractors will also ensure online all data is removed from all devices, both internal and external, and all sensitive documents and materials are destroyed using a secure waste disposal service.	

## Section 5 – Evaluation model

### 5.1. Introduction

- 5.1.1. The evaluation process will be conducted to ensure that Bids are evaluated fairly to ascertain the bidders who can demonstrate the required skills qualities, technical ability and capacity, commercial stability and experience to ensure successful performance of the Contract.
- 5.1.2. The evaluation team may comprise staff from UK SBS and the Contracting Authority, and any specific external stakeholders the Contracting Authority deem required

### 5.2. Evaluation of Bids

- 5.2.1. Evaluation of Bids shall be based on a Selection questionnaire and Award criteria as clearly defined in the e-sourcing tool.

### 5.3. SELECTION questionnaire

- 5.3.1. The Selection questionnaire shall be marked against the following Selection pass / fail and scoring criteria.
- 5.3.2. The selection questionnaire shall be marked against the following Mandatory or discretionary pass / fail criteria.

Selection Pass/fail criteria		
Questionnaire	Q No.	Question subject
<b>Selection Questionnaire Part 1: Potential Supplier Information</b>		
Section 1	1.3	Contact details and declaration
<b>Part 2: Exclusion Grounds</b>		
Section 2	2.1 (a)(i)	Participation in a criminal organisation
Section 2	2.1(a)(ii)	Corruption
Section 2	2.1(a)(iii)	Fraud
Section 2	2.1(a)(iv)	Terrorist Offences or offences link to terrorist activities
Section 2	2.1(a)(v)	Money laundering or Terrorist financing
Section 2	2.1(a)(vi)	Child Labour and other forms of trafficking in human beings
Section 2	2.2	Self cleaning
Section 2	2.3(a)	Payment of tax or social security
Section 3	3.1 (a)	Breach of environmental obligations
Section 3	3.1 (b)	Breach of social obligations
Section 3	3.1 (c)	Breach of labour law obligations
Section 3	3.1(d)	Bankruptcy
Section 3	3.1(e)	Guilty of grave professional misconduct
Section 3	3.1(f)	Distorting competition
Section 3	3.1(g)	Conflict of Interest
Section 3	3.1(h)	Prior involvement in procurement process
Section 3	3.1(i)	Prior performance of contract

Section 3	3.1(j)(i)	Serious Misrepresentation
Section 3	3.1(j)(ii)	Withholding information
Section 3	3.1(j)(iii)	Unable to provide supporting documentation for ESPD
Section 3	3.1(j)(iv)	Influenced the decision-making process
<b>Part 3: Selection Questions</b>		
Section 4	4.1	Audited accounts
Section 4	4.2	Minimum financial threshold
Section 5	5.1	Wider group
Section 5	5.2	Parent Company Guarantee
Section 5	5.3	Other Guarantee
Section 6	6.1	Relevant experience and contract examples
Section 7	7.1	Compliance under Modern Slavery Act 2015
Section 8	8.1(a)	Insurance
Section 9	SEL5.5	Health and Safety Policy
Section 9	SEL5.6	Enforcement/remedial orders in relation to the Health and Safety Executive
Section 9	SEL5.7	Breaching environmental legislation
Section 9	SEL5.8	Checking sub-contractors for infringement of environmental legislation
Section 9	SEL5.9	Unlawful discrimination
Section 9	SEL5.10	Checking sub-contractors for unlawful discrimination
Section 9	SEL 2.10	Cyber essentials
Section 9	SEL2.12Alt	General Data Protection Regulation (GDPR) Act and Data Protection Act 2018
Section 9	FOI1.1	Freedom of information
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.	

- 5.3.3. Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.
- 5.3.4. The evaluation model below shall be used for this RFP which will be determined to two decimal places.
- 5.3.5. Questions marked 'for information only' do not contribute to the scoring model.
- 5.3.6. During the evaluation stage, the intention is that only Bidders who achieve a Pass of all the Mandatory and Discretionary requirements of the RFP will be considered for award stage evaluation.

#### **5.4. AWARD questionnaire**

- 5.4.1. The award questionnaire shall be marked against the following Mandatory or discretionary pass / fail criteria. Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.



Award Pass/fail criteria		
Questionnaire	Q No.	Question subject
Commercial	AW1.1	Form of Bid
Commercial	AW1.2	Bid validity period
Commercial	AW1.3	Certificate of bona fide Bid
Commercial	AW4.1	Compliance to the Contract Terms
Commercial	AW4.2	Changes to the Contract Terms
Price	AW5.1	Firm and fixed price
Price	AW5.3	Open book policy
Quality	L1 - AW6.1	Compliance to the Specification
Quality	L2 - AW6.1	Compliance to the Specification
Quality	L3 - AW6.1	Compliance to the Specification
Quality	L1 - AW6.2	Variable Bids Lot 1
Quality	L2 - AW6.2	Variable Bids Lot 2
Quality	L3 - AW6.2	Variable Bids Lot 3
Quality	L1 - PROJ1.7	Security for overseas travel
Quality	L2 - PROJ2.7	Security for overseas travel
Quality	L3 - PROJ3.7	Security for overseas travel
-	-	Request for Proposal response – received on time within the e-sourcing tool
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.	

- 5.4.2. The Award stage of due process shall be marked against the following Award scoring criteria.
- 5.4.3. The evaluation model below shall be used for this RFP which will be determined to two decimal places.
- 5.4.4. Questions marked ‘for information only’ do not contribute to the scoring model.

Award Scoring criteria
<p>Evaluation Justification Statement</p> <p>In consideration of this particular requirement the Contracting Authority has decided to evaluate Potential Providers by adopting the weightings/scoring mechanism detailed</p>

within this RFP. The Contracting Authority considers these weightings to be in line with existing best practice for a requirement of this type.

Lot 1			
Questionnaire	Q No.	Question subject	Maximum Marks
Price	L1 - AW5.2	Price	20%
Quality	L1 - PROJ1.1	Understanding	20%
Quality	L1 - PROJ1.2	Methodology	30%
Quality	L1 - PROJ1.4	Programme Methodology	10%
Quality	L1 - PROJ1.5	Risk Mitigation	10%
Quality	L1 - PROJ1.6	Project Team and Capability to Deliver	10%
Lot 2			
Questionnaire	Q No.	Question subject	Maximum Marks
Price	L2 - AW5.2	Price	20%
Quality	L2 - PROJ2.1	Understanding	20%
Quality	L2 - PROJ2.2	Methodology	30%
Quality	L2 - PROJ2.4	Programme Methodology	10%
Quality	L2 - PROJ2.5	Risk Mitigation	10%
Quality	L2 - PROJ2.6	Project Team and Capability to Deliver	10%
Lot 3			
Questionnaire	Q No.	Question subject	Maximum Marks
Price	L3 - AW5.2	Price	20%
Quality	L3 - PROJ3.1	Understanding	20%
Quality	L3 - PROJ3.2	Methodology	30%
Quality	L3 - PROJ3.4	Programme Methodology	10%
Quality	L3 - PROJ3.5	Risk Mitigation	10%
Quality	L3 - PROJ3.6	Project Team and Capability to Deliver	10%

## Award Evaluation of criteria

### Non-Price elements

Each question will be evaluated on a score from 0 to 100, which shall be subjected to a multiplier to reflect the percentage of the evaluation criteria allocated to that question.

Where an evaluation criterion is worth 20% then the 0-100 score achieved will be multiplied by 20%.

Example if a Bidder scores 60 from the available 100 points this will equate to 12% by using the following calculation:

$$\text{Score} = \{\text{weighting percentage}\} \times \{\text{bidder's score}\} = 20\% \times 60 = 12$$

The same logic will be applied to groups of questions which equate to a single evaluation criterion.

The 0-100 score shall be based on (unless otherwise stated within the question):

0	The Question is not answered, or the response is completely unacceptable.
10	Extremely poor response – they have completely missed the point of the question.
20	Very poor response and not wholly acceptable. Requires major revision to the response to make it acceptable. Only partially answers the requirement, with major deficiencies and little relevant detail proposed.
40	Poor response only partially satisfying the award question requirements with deficiencies apparent. Some useful evidence provided but response falls well short of expectations. Low probability of being a capable supplier.
60	Response is acceptable but remains basic and could have been expanded upon. Response is sufficient but does not inspire.
80	Good response which describes their capabilities in detail which provides high levels of assurance consistent with a quality provider. The response includes a full description of techniques and measurements currently employed.
100	Response is exceptional and clearly demonstrates they are capable of meeting the requirement. No significant weaknesses noted. The response is compelling in its description of techniques and measurements currently employed, providing full assurance consistent with a quality provider.

All questions will be scored based on the above mechanism. Please be aware that there may be multiple evaluators. If so, their individual scores will be averaged (mean) to determine your final score as follows:

#### Example

Evaluator 1 scored your bid as 60

Evaluator 2 scored your bid as 40

Evaluator 3 scored your bid as 80

Evaluator 4 scored your bid as 60

Your final score will  $(60+40+80+60) \div 4 = 60$

**Price elements** will be evaluated on the following criteria.

The lowest price for a response which meets the pass criteria shall score 100.

All other bids shall be scored on a pro rata basis in relation to the lowest price. The score is then subject to a multiplier to reflect the percentage value of the price criterion.

For example - Bid 1 £100,000 scores 100.

Bid 2 £120,000 differential of £20,000 or 20% remove 20% from price scores 80

Bid 3 £150,000 differential £50,000 remove 50% from price scores 50.

Bid 4 £175,000 differential £75,000 remove 75% from price scores 25.

Bid 5 £200,000 differential £100,000 remove 100% from price scores 0.

Bid 6 £300,000 differential £200,000 remove 100% from price scores 0.

Where the scoring criterion is worth 50% then the 0-100 score achieved will be multiplied by 50

In the example if a supplier scores 80 from the available 100 points this will equate to 40% by using the following calculation: Score/Total Points multiplied by 50 ( $80/100 \times 50 = 40$ )

The lowest score possible is 0 even if the price submitted is more than 100% greater than the lowest price.

## 5.5. Evaluation process

5.5.1. The evaluation process will feature some, if not all, the following phases

Stage	Summary of activity
Receipt and Opening	<ul style="list-style-type: none"><li>• RFP logged upon opening in alignment with UK SBS's procurement procedures.</li><li>• Any RFP Bid received after the closing date will be rejected unless circumstances attributed to the Contracting Authority or the e-sourcing tool beyond the bidder control are responsible for late submission.</li></ul>
Compliance check	<ul style="list-style-type: none"><li>• Check all Mandatory requirements are acceptable to the Contracting Authority.</li><li>• Unacceptable Bids maybe subject to clarification by the Contracting Authority or rejection of the Bid.</li></ul>
Scoring of the Bid	<ul style="list-style-type: none"><li>• Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the Selection criteria.</li></ul>
Clarifications	<ul style="list-style-type: none"><li>• The Evaluation team may require written clarification to Bids</li></ul>
Re - scoring of the Bid and Clarifications	<ul style="list-style-type: none"><li>• Following Clarification responses, the Evaluation team reserve the right to independently re-score the Bid and Clarifications and provide a commentary of their re-scoring justification against the Selection criteria.</li></ul>
Validation of unsuccessful Bidders	<ul style="list-style-type: none"><li>• To confirm contents of the letters to provide details of scoring and relative feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.</li></ul>

## **Section 6 – Selection and award questionnaires**

### **Section 6 – Selection questionnaire**

#### **6.1. Introduction**

The Selection questionnaires are located in the within the e-sourcing tool.

Guidance on completion of the questions are is available at  
<http://www.uksbs.co.uk/services/procure/Pages/supplier.aspx>

**PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY**

## Section 6 – Award questionnaire

- 6.2. The Award questionnaires are located within the e-sourcing tool.
- 6.3. Guidance on completion of the questions is available at <http://www.ukpbs.co.uk/services/procure/Pages/supplier.aspx>

**PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY**

## Section 7 – General information

### 7.1. Introduction

- 7.1.1. The Contracting Authority wishes to establish a Contract for the provision of The Provision of Energy Catalyst Innovation Accelerator. The Contracting Authority is managing this procurement process in accordance with the Public Contracts Regulations 2015 (as may be amended from time to time) (the “Regulations”). This is a services Contract being procured under the OJEU Open Procedure
- 7.1.2. The Contracting Authority is procuring the Contract for add for its exclusive use
- 7.1.3. UK SBS and the Contracting Authority logo, trademarks and other identifying marks are proprietary and may not be incorporated in the Companies response without or the Contracting Authority’s written permission.
- 7.1.4. The Bidder shall indemnify and keep indemnified UK SBS and the Contracting Authority against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Bidder of this document.
- 7.1.5. If there is any doubt with regard to the ambiguity of any question or content contained in this questionnaire then PLEASE ASK a clarification question, but please ensure that your question is via the formal clarification process in writing to the UK SBS representative nominated. No approach of any kind in connection with this opportunity should be made to any other person within or associated with UK SBS or the Contracting Authority. All information secured outside of this named contact shall have no legal standing or worth and should not be relied upon.
- 7.1.6. It remains the responsibility of the Bidder to keep UK SBS and the Contracting Authority informed of any matter that may affect continued qualification
- 7.1.7. Prior to commencing formal evaluation, Submitted Responses will be checked to ensure they are fully compliant with the Pass / Fail criteria within the Evaluation model. Non-compliant Submitted Responses may be rejected by the Contracting Authority. Submitted Responses which are deemed by the Contracting Authority to be fully compliant will proceed to evaluation. These will be evaluated using the criteria and scores detailed in the matrix set out in [Section 5](#).
- 7.1.8. Whilst it is the Contracting Authority’s intention to purchase the majority of its services under this Contract Arrangement from the Supplier(s) appointed this does not confer any exclusivity on the appointed Suppliers. The Contracting Authority and any relevant Other Public Bodies reserve the right to purchase any services (including those similar to the services covered by this procurement) from any Supplier outside of this Contract.
- 7.1.9. The Contracting Authority reserves the right not to conclude a Contract as a result of the current procurement process. Bidders should review the contents of Section 7 paragraph 7.8.1 when considering submitting their Response.
- 7.1.10. The services covered by this procurement exercise have been sub-divided into Lots.

Lot	Description	Number of successful suppliers required for this lot
Lot 1	Energy Catalyst Accelerator Programme (ECAP)	1
Lot 2	Learning from Overseas	1
Lot 3	Programme showcasing & Dissemination	1

- 7.1.11. The Contracting Authority shall utilise the Delta eSourcing Procurement Tool available at <https://uksbs.delta-esourcing.com/> to conduct this procurement. There will be no electronic auction following the conclusion of the evaluation of the Request for Proposal (RFP) responses. Bidders will be specifically advised where attachments are permissible to support a question response within the e-sourcing tool. All enquiries with respect to problems or functionality within the tool may be submitted to Delta eSourcing on 0845 270 7050
- 7.1.12. Please utilise the messaging system within the e-sourcing tool located at <https://uksbs.delta-esourcing.com/> within the timescales detailed in [Section 3](#). if you have any doubt as to what is required or will have difficulty in providing the information requested. Bidders should note that any requests for clarifications may not be considered by the Contracting Authority if they are not articulated by the Bidder within the discussion forum within the e-sourcing tool.
- 7.1.13. Bidders should read this document, Stage One: Overview Section. messages and the evaluation questionnaires carefully before completing the Response submission. Failure to comply with any of these instructions for completion and submission of the Submitted Response may result in the rejection of the Response. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the services and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.
- 7.1.14. All material issued in connection with this RFP shall remain the property of the Contracting Authority and/or as applicable relevant OPB and shall be used only for the purpose of this procurement. All Due Diligence Information shall be either returned to the Contracting Authority or securely destroyed by the Bidder (at the Contracting Authority's option) at the conclusion of the procurement
- 7.1.15. The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abide by the terms of these instructions and the Conditions of Response.
- 7.1.16. The Bidder shall not make contact with any other employee, agent or consultant of UK SBS or the Contracting Authority or any relevant OPB or Customer who are in any way connected with this procurement during the period of this procurement, unless instructed otherwise by the Contracting Authority.
- 7.1.17. The Contracting Authority shall not be committed to any course of action as a result of:
- 7.1.17.1. issuing this RFP or any invitation to participate in this procurement ;
  - 7.1.17.2. an invitation to submit any Response in respect of this procurement;



- 7.1.17.3. communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement; or
  - 7.1.17.4. any other communication between UK SBS, the Contracting Authority and/or any relevant OPB (whether directly or by its agents or representatives) and any other party.
- 7.1.18. Bidders shall accept and acknowledge that by issuing this RFP the Contracting Authority shall not be bound to accept any Response and reserves the right not to conclude a Contract for some or all of the services for which Responses are invited.
- 7.1.19. The Contracting Authority reserves the right to amend, add to or withdraw all or any part of this RFP at any time during the procurement.
- 7.1.20. Bidders should not include in the Response any extraneous information which has not been specifically requested in the RFP including, for example, any sales literature, standard terms of trading etc. Any such information not requested but provided by the Bidder shall not be considered by the Contracting Authority.
- 7.1.21. If the Bidder is a consortium, the following information must be provided: full details of the consortium; and the information sought in this RFP in respect of each of the consortium's constituent members as part of a single composite response. Potential Providers should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium as indicated in the relevant section of the selection questionnaire SEL1.9 specifically refers. If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided as indicated in the relevant section of the RFP. However, please note the Contracting Authority reserves the right to require a successful consortium to form a single legal entity in accordance with regulation 19(6) of the Regulations. The Contracting Authority recognises that arrangements in relation to consortia may (within limits) be subject to future change. Potential Providers should therefore respond in the light of the arrangements as currently envisaged. Potential Providers are reminded that any future proposed change in relation to consortia must be notified to the Contracting Authority so that it can make a further assessment by applying the selection criteria to the new information provided and consider rejection of the Response if the Contracting Authority reasonably consider the change to have a material impact of the delivery of the viability of the Response.

## **7.2. Bidder conference**

- 7.2.1. A Bidders' Conference will not be held in conjunction with this procurement.

## **7.3. Confidentiality**

- 7.3.1. Subject to the exceptions referred to in paragraph 7.3.2, the contents of this RFP are being made available by the Contracting Authority on condition that:
- 7.3.1.1. Bidders shall at all times treat the contents of the RFP and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
  - 7.3.1.2. Bidders shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;
  - 7.3.1.3. Bidders shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Response; and

- 7.3.1.4. Bidders shall not undertake any publicity activity within any section of the media in relation to this procurement
- 7.3.2. Bidders may disclose, distribute or pass any of the Information to the Bidder's advisers, sub-contractors or to another person provided that either:
- 7.3.2.1. This is done for the sole purpose of enabling a Response to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Bidder; or
  - 7.3.2.2. The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract arising from it; or
  - 7.3.2.3. The Bidder is legally required to make such a disclosure
- 7.3.3. In paragraphs 7.3.1 and 7.3.2 above the term 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.
- 7.3.4. UK SBS and the Contracting Authority may disclose detailed information relating to Responses to its employees, agents or advisers and they may make any of the Contract documents available for private inspection by its officers, employees, agents or advisers. UK SBS and the Contracting Authority also reserve the right to disseminate information that is materially relevant to the procurement to all Bidders, even if the information has only been requested by one Bidder, subject to the duty to protect each Bidder's commercial confidentiality in relation to its Response (unless there is a requirement for disclosure as explained in paragraphs 7.4.1 to 7.4.3 below).
- 7.3.5. All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.
- For these purposes, the Contracting Authority may disclose within Government any of the Bidders documentation/information (including any that the Bidder considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Bidder to the Contracting Authority during this Procurement. Subject to section 7.4 below, the information will not be disclosed outside Government. Bidders taking part in this RFP consent to these terms as part of the competition process.
- 7.3.6. The Government introduced its new Government Security Classifications ("GSC") classification scheme to replace the current Government Protective Marking System ("GPMS"). A key aspect of this is the reduction in the number of security classifications used. All Bidders are encouraged to make themselves aware of the changes and identify any potential impacts in their Bid, as the protective marking and applicable protection of any material passed to, or generated by, you during the procurement process or pursuant to any Contract awarded to you as a result of this tender process will be subject to the new GSC from 2nd April 2014. The link below to the Gov.uk website provides information on the new GSC:  
<https://www.gov.uk/government/publications/government-security-classifications>
- 7.3.7. The Contracting Authority reserves the right to amend any security related term or condition of the draft contract accompanying this RFP to reflect any changes

introduced by the GSC. In particular where this RFP is accompanied by any instructions on safeguarding classified information (e.g. a Security Aspects Letter) as a result of any changes stemming from the new GSC, whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies or otherwise. This may relate to the instructions on safeguarding classified information (e.g. a Security Aspects Letter) as they apply to the procurement as they apply to the procurement process and/or any contracts awarded to you as a result of the procurement process.

## **USEFUL INFORMATION LINKS**

- [Contracts Finder](#)
- [Tenders Electronic Daily](#)
- [Equalities Act introduction](#)
- [Bribery Act introduction](#)
- [Freedom of information Act](#)

### **7.4. Freedom of information**

- 7.4.1. In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA') and the Environmental Information Regulations 2004 (the 'EIR') (each as amended from time to time), UK SBS and the Contracting Authority may be required to disclose information submitted by the Bidder to the to the Contracting Authority.
- 7.4.2. In respect of any information submitted by a Bidder that it considers to be commercially sensitive the Bidder should complete the Freedom of Information declaration question defined in the Question FOI1.2.
- 7.4.3. Where a Bidder identifies information as commercially sensitive, the Contracting Authority will endeavour to maintain confidentiality. Bidders should note, however, that, even where information is identified as commercially sensitive, the Contracting Authority may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, the Contracting Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Contracting Authority cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.
- 7.4.4. Where a Bidder receives a request for information under the FoIA or the EIR during the procurement, this should be immediately passed on to the Contracting Authority and the Bidder should not attempt to answer the request without first consulting with the Contracting Authority.
- 7.4.5. Bidders are reminded that the Government's transparency agenda requires that sourcing documents, including RFP templates such as this, are published on a designated, publicly searchable web site, and, that the same applies to other sourcing documents issued by the Contracting Authority, and any contract entered into by the Contracting Authority with its preferred supplier once the procurement is complete. By submitting a response to this RFP Bidders are agreeing that their participation and contents of their Response may be made public.

### **7.5. Response Validity**

- 7.5.1. Your Response should remain open for consideration for a period of 90 days. A Response valid for a shorter period may be rejected.

## **7.6. Timescales**

- 7.6.1. [Section 3](#) of the RFP sets out the proposed procurement timetable. The Contracting Authority reserves the right to extend the dates and will advise potential Bidders of any change to the dates.

## **7.7. The Contracting Authority's Contact Details**

- 7.7.1. Unless stated otherwise in these Instructions or in writing from UK SBS or the Contracting Authority, all communications from Bidders (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement must be directed through the e-sourcing tool to the designated UK SBS contact.
- 7.7.2. All enquiries with respect to access to the e-sourcing tool may be submitted to Delta eSourcing on 0845 270 7050 please note this is a free self-registration website and this can be done by completing the online questionnaire at <https://uksbs.delta-esourcing.com/>
- 7.7.3. Bidders should be mindful that the designated Contact should not under any circumstances be sent a copy of their Response outside of the e-sourcing tool. Failure to follow this requirement will result in disqualification of the Response.

## **7.8. Preparation of a Response**

- 7.8.1. Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Responses. Bidders are solely responsible for all costs, expenses and other liabilities arising in connection with the preparation and submission of their Response and all other stages of the selection and evaluation process. Under no circumstances will UK SBS or the Contracting Authority, or any of their advisers, be liable for any such costs, expenses or liabilities borne by Bidders or their sub-contractors, suppliers or advisers in this process.
- 7.8.2. Bidders are required to complete and provide all information required by the Contracting Authority in accordance with the Conditions of Response and the Request for Proposal. Failure to comply with the Conditions and the Request for Proposal may lead the Contracting Authority to reject a Response.
- 7.8.3. The Contracting Authority relies on Bidders' own analysis and review of information provided. Consequently, Bidders are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Responses and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement.
- 7.8.4. Bidders must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding their Responses, without reliance upon any opinion or other information provided by the Contracting Authority or their advisers and representatives. Bidders should notify the Contracting Authority promptly of any perceived ambiguity, inconsistency or omission in this RFP,

any of its associated documents and/or any other information issued to them during the procurement.

- 7.8.5. Bidders must ensure that each response to a question is within any specified word count. Any responses with words in excess of the word count will only be considered up to the point where they meet the word count, any additional words beyond the volume defined in the word count will not be considered by the evaluation panel.
- 7.8.6. Bidders must ensure that each response to a question is not cross referenced to a response to another question. In the event of a Bidder adding a cross reference it will not be considered in evaluation.

## **7.9. Submission of Responses**

- 7.9.1. The Response must be submitted as instructed in this document through the e-sourcing tool. Failure to follow the instruction within each Section of this document, to omit responses to any of the questions or to present your response in alignment with any guidance notes provided may render the Response non-compliant and it may be rejected.
- 7.9.2. The Contracting Authority may at its own absolute discretion extend the closing date and the time for receipt of Responses specified [Section 3](#).
- 7.9.3. Any extension to the RFP response period will apply to all Bidders.
- 7.9.4. Any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided. Failure to adhere to this requirement will result in the Response not being considered.
- 7.9.5. The Contracting Authority do not accept responsibility for the premature opening or mishandling of Responses that are not submitted in accordance with the instructions of this document.
- 7.9.6. The Response and any documents accompanying it must be in the English language
- 7.9.7. Bidders must submit their response through the e-sourcing tool, unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority. Responses received by any other method than requested will not be considered for the opportunity.
- 7.9.8. Responses will be submitted any time up to the date indicated in [Section 3](#). Responses received before this deadline will be retained in a secure environment, unopened until this deadline has passed.
- 7.9.9. Responses received after the date indicated in [Section 3](#) shall not be considered by the Contracting Authority, unless the Bidder can justify that the reason for the delay is solely attributable to the Contracting Authority
  - 7.9.9.1. The Bidder must demonstrate irrefutable evidence in writing they have made best endeavours to ensure the Response was received on time and that the issue was beyond their control.
  - 7.9.9.2. Any request for a late Response to be considered must be emailed to the Buyer in [Section 3](#) in advance of 'the deadline' if a bidder believes their Response will be received late.

- 7.9.9.3. The Contracting Authority reserves the right to accept or reject any late Response without justification to the affected Bidder and make no guarantee it will consider any request for a late Response to be considered.

- 7.9.10. Do not seek changes to the Bid after responses have been submitted and the deadline (date and time) for receipt of responses has passed.

## **7.10. Canvassing**

- 7.10.1. Any Bidder who directly or indirectly canvasses any employee, or agent of UK SBS, the Contracting Authority or its members or any relevant OPB or any of its employees concerning the establishment of the Contract or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Bidder, Response or proposed Response will be disqualified.

## **7.11. Disclaimers**

- 7.11.1. Whilst the information in this RFP, Due Diligence Information and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.
- 7.11.2. Neither UK SBS, the Contracting Authority, nor any relevant OPB's nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:
  - 7.11.2.1. makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the RFP; or
  - 7.11.2.2. accepts any responsibility for the information contained in the RFP or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
- 7.11.3. Any persons considering making a decision to enter into contractual relationships with the Contracting Authority and/or, as applicable, relevant OPB following receipt of the RFP should make their own investigations and their own independent assessment of the Contracting Authority and/or, as applicable, relevant OPB and its requirements for the services and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the RFP or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with Paragraph 7.15 of this RFP.

## **7.12. Collusive behaviour**

- 7.12.1. Any Bidder who:
  - 7.12.1.1. fixes or adjusts the amount of its Response by or in accordance with any agreement or arrangement with any other party; or
  - 7.12.1.2. communicates to any party other than UK SBS, the Contracting Authority or, as applicable, relevant OPB the amount or approximate amount of its proposed Response or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations

necessary for the preparation of the Response or insurance or any necessary security); or

- 7.12.1.3. enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Response; or
- 7.12.1.4. enters into any agreement or arrangement with any other party as to the amount of any Response submitted; or
- 7.12.1.5. offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Response or proposed Response, any act or omission,

shall (without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability which such conduct by a Bidder may attract) be disqualified.

### **7.13. No inducement or incentive**

7.13.1. The RFP is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Bidder to submit a Response or enter into the Contract or any other contractual agreement.

### **7.14. Acceptance of the Contract**

7.14.1. The Bidder in submitting the Response undertakes that in the event of the Response being accepted by the Contracting Authority and the Contracting Authority confirming in writing such acceptance to the Bidder, the Bidder will within 2 days of being called upon to do so by the Contracting Authority execute the Contract in the form set out in the Contract Terms or in such amended form as may subsequently be agreed.

7.14.2. The Contracting Authority shall be under no obligation to accept the lowest priced or any Response.

### **7.15. Queries relating to the Response**

7.15.1. All requests for clarification about the requirements or the process of this procurement shall be made in through the e-sourcing tool unless where the e-sourcing tool is unavailable due to Delta eSourcing system maintenance or failure, in this instance all clarifications shall be by email to the contact defined in [Section 3](#).

7.15.2. The Contracting Authority will endeavour to answer all questions as quickly as possible but cannot guarantee a minimum response time.

7.15.3. In the event of a Bidder requiring assistance uploading a clarification to the e-sourcing portal they should use the contact details defined in [Section 3](#).

7.15.4. No further requests for clarifications will be accepted after **7** days prior to the date for submission of Responses.

7.15.5. In order to ensure equality of treatment of Bidders, the Contracting Authority intends to publish the questions and clarifications raised by Bidders together with the Contracting Authority's responses (but not the source of the questions) to all participants on a regular basis.

- 7.15.6. Bidders should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if the Contracting Authority at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Bidders would potentially benefit from seeing both the query and the Contracting Authority's response, the Contracting Authority will:
- 7.15.6.1. invite the Bidder submitting the query to either declassify the query and allow the query along with the Contracting Authority's response to be circulated to all Bidders; or
  - 7.15.6.2. request the Bidder, if it still considers the query to be of a commercially confidential nature, to withdraw the query prior to the end of the closing date and time for Bidder clarifications.
- 7.15.7. The Contracting Authority reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

## **7.16. Amendments to Response Documents**

- 7.16.1. At any time prior to the deadline for the receipt of Responses, the Contracting Authority may modify the RFP by amendment. Any such amendment will be numbered and dated and issued by the Contracting Authority to all prospective Bidders. In order to give prospective Bidders reasonable time in which to take the amendment into account in preparing their Responses, the Contracting Authority may, at its discretion, extend the time and/or date for receipt of Responses.

## **7.17. Modification and withdrawal**

- 7.17.1. Bidders may modify their Response where allowable within the e-sourcing tool. No Response may be modified after the deadline for submission of Responses.
- 7.17.2. Bidders may withdraw their Response at any time prior the deadline for submission of Responses [or any other time prior to accepting the offer of a Contract]. The notice to withdraw the Response must be in writing and sent to the Contracting Authority by recorded delivery or equivalent service and delivered to the Head of Policy UK SBS at UK Shared Business Services Ltd, Procurement, Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1ET

## **7.18. Right to disqualify or reject**

- 7.18.1. The Contracting Authority reserves the right to reject or disqualify a Bidder where
- 7.18.1.1. the Bidder fails to comply fully with the requirements of this Request for Proposal or presents the response in a format contrary to the requirements of this document; and/or
  - 7.18.1.2. the Bidder is guilty of serious misrepresentation in relation to its Response; expression of interest; or the Response process; and/or
  - 7.18.1.3. there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder.

## **7.19. Right to cancel, clarify or vary the process**

- 7.19.1. The Contracting Authority reserves the right to:
- 7.19.1.1. cancel the evaluation process at any stage; and/or



- 7.19.1.2. require the Bidder to clarify its Response in writing and/or provide additional information. (Failure to respond adequately may result in the Bidder not being selected),

## **7.20. Notification of award**

- 7.20.1. The Contracting Authority will notify the successful Bidder of the Contract award in writing and will publish an Award Notice in the Official Journal of the European Union in accordance with the Regulations within 30 days of the award of the contract.
- 7.20.2. As required by the Regulations all successful and unsuccessful Bidders will be provided with an email advising the outcome of the submission of their RFP response.

## Appendix ‘A’ Glossary of Terms

TERM	MEANING
“UK SBS”	means UK Shared Business Services Ltd herein after referred to as UK SBS.
“Bid”, “Response”, “Submitted Bid”, or “RFP Response”	means the Bidders formal offer in response to this Request for Proposal
“Bidder(s)”	means the organisations being invited to respond to this Request for Proposal
“Central Purchasing Body”	means a duly constituted public sector organisation which procures supplies/services/works for and on behalf of contracting authorities
“Conditions of Bid”	means the terms and conditions set out in this RFP relating to the submission of a Bid
“Contract”	means the agreement to be entered by the Contracting Authority and the Supplier following any award under the procurement
“Contracting Bodies”	means the Contracting Authority and any other contracting authorities described in the OJEU Contract Notice
“Contracting Authority”	A public body regulated under the Public Contracts Regulations on whose behalf the procurement is being run
“Customer”	means the legal entity (or entities) for which any Contract agreed will be made accessible to.
“Direct Award”	means the award of a Call Off Contract by application of the terms laid down in the Contract without re-opening competition
“Due Diligence Information”	means the background and supporting documents and information provided by the Contracting Authority for the purpose of better informing the Bidders responses to this Request for Proposal
“EIR”	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
“FoIA”	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act 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
“Lot”	means a discrete sub-division of the requirements
“Mandatory”	Means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
“OJEU Contract Notice”	means the advertisement issued in the Official Journal of the European Union
“Order”	means an order for served by any Contracting Body on the Supplier
“Other Public Bodies”	means all Contracting Bodies except the Contracting Authority
“Request for Proposal” or “RFP”	means this Request for Proposal documentation and all related documents published by the Contracting Authority and made available to Bidders and includes the Due Diligence Information. <b>NOTE:</b> This document is often referred to as an Invitation to Tender within other organisations
“Supplier”	means the organisation awarded the Contract

<b>“Supplies / Services / Works”</b>	means any supplies/services and supplies or works set out at within <a href="#">Section 4 Specification</a>
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