



# Invitation to Quote

**Invitation to Quote (ITQ) on behalf of **Advisory Conciliation and Arbitration Service (ACAS)****

**Subject: **Acas Early Conciliation Data Assessment and Analysis Feasibility Study 2021****

**Sourcing Reference Number: **CR21044****

**UK Shared Business Services Ltd (UK SBS)**  
[www.uksbs.co.uk](http://www.uksbs.co.uk)

Registered in England and Wales as a limited company. Company Number 6330639.  
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VAT registration GB618 3673 25  
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Version 4.0

**UKSBS**  
*Shared Business Services*

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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 our Contracting Authorities improve efficiency, generate savings and modernise.

It is our vision to become the leading service provider for the 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 Contracting Authorities 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, Energy and Industrial Strategy (BEIS) 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.uksbs.co.uk/use/pages/privacy.aspx>

## **Privacy Notice**

This notice sets out how the Contracting Authority will use your personal data, and your rights. It is made under Articles 13 and/or 14 of the General Data Protection Regulation (GDPR).

### **YOUR DATA**

The Contracting Authority will process the following personal data:

Names and contact details of employees involved in preparing and submitting the bid;  
Names and contact details of employees proposed to be involved in delivery of the contract;  
Names, contact details, age, qualifications and experience of employees whose CVs are submitted as part of the bid.

#### *Purpose*

The Contracting Authority are processing your personal data for the purposes of the tender exercise, or in the event of legal challenge to such tender exercise.

#### *Legal basis of processing*

The legal basis for processing your personal data is processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the data controller, such as the exercise of a function of the Crown, a Minister of the Crown, or a government department; the exercise of a function conferred on a person by an enactment; the exercise of a function of either House of Parliament; or the administration of justice.

#### *Recipients*

Your personal data will be shared by us with other Government Departments or public authorities where necessary as part of the tender exercise. The Contracting Authority may share your data if required to do so by law, for example by court order or to prevent fraud or other crime.

#### *Retention*

All submissions in connection with this tender exercise will be retained for a period of (7) years from the date of contract expiry, unless the contract is entered into as a deed in which case it will be kept for a period of (12) years from the date of contract expiry.

### **YOUR RIGHTS**

You have the right to request information about how your personal data are processed, and to request a copy of that personal data.

You have the right to request that any inaccuracies in your personal data are rectified without delay.

You have the right to request that any incomplete personal data are completed, including by means of a supplementary statement.

You have the right to request that your personal data are erased if there is no longer a justification for them to be processed.

You have the right in certain circumstances (for example, where accuracy is contested) to request that the processing of your personal data is restricted.

You have the right to object to the processing of your personal data where it is processed for direct marketing purposes.

You have the right to object to the processing of your personal data.

## **INTERNATIONAL TRANSFERS**

Your personal data will not be processed outside the European Union

## **COMPLAINTS**

If you consider that your personal data has been misused or mishandled, you may make a complaint to the Information Commissioner, who is an independent regulator. The Information Commissioner can be contacted at:

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF  
0303 123 1113  
[casework@ico.org.uk](mailto:casework@ico.org.uk)

Any complaint to the Information Commissioner is without prejudice to your right to seek redress through the courts.

## **CONTACT DETAILS**

The data controller for your personal data is: Mark Faulkner

Advisory Conciliation and Arbitration Service (ACAS)

You can contact the Data Protection Officer at:

ACAS Data Protection Officer, Advisory Conciliation and Arbitration Service (ACAS). 8th Floor Windsor House, 50 Victoria Street, London, SW10 0TL  
Email: [dataprotection@acas.org.uk](mailto:dataprotection@acas.org.uk).

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

### **Advisory Conciliation and Arbitration Service (ACAS)**

An independent body, largely funded by the Department for Business Energy and Industrial Strategy (BEIS), ACAS was established formally by statute in 1976.

ACAS aims to improve organisations and working life through better employment relationships and through a range of services which are delivered with independence, impartiality and are confidential.

ACAS is well known for its role in providing a dispute resolution service both in collective and individual disputes. ACAS offers a collective conciliation service for dealing with disputes between groups of workers and their employers. ACAS also deals with disputes where individuals claim their employer has breached their legal rights and ACAS has a statutory duty to promote the resolution of claims which might result in an Employment Tribunal.

ACAS also provides authoritative advice and guidance on employment and work matters to organisations and their employees, through online and telephone channels. ACAS' national and regional advisers help organisations improve their employment practice, as well as solve problems when things go wrong, ACAS training and tailored projects help organisations develop employee engagement and productive working environments.

## Section 3 - Working with the Contracting Authority.

In this section you will find details of your Procurement contact point and the timescales relating to this opportunity.

Section 3 – Contact details		
3.1.	Contracting Authority Name and address	Advisory Conciliation and Arbitration Service (ACAS). 8th Floor Windsor House, 50 Victoria Street, London, SW10 0TL
3.2.	Buyer name	Kailash Dholliwar
3.3.	Buyer contact details	<a href="mailto:Research@uksbs.co.uk">Research@uksbs.co.uk</a>
3.4.	Maximum value of the Opportunity	£30,000 Excluding VAT
3.5.	Process for the submission of clarifications and Bids	<b>All correspondence shall be submitted within the Messaging Centre of the e-sourcing. Guidance Notes to support the use of Delta eSourcing is available <a href="#">here</a>. 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>

Section 3 - Timescales		
3.6.	Date of Issue of Contract Advert on Contracts Finder	Tuesday 16 <sup>th</sup> March 2021
3.7.	Latest date / time ITQ clarification questions shall be received through Delta eSourcing messaging system	Wednesday 31 <sup>st</sup> March 2021 11:00
3.8.	Latest date / time ITQ clarification answers should be sent to all Bidders by the Buyer through Delta eSourcing Portal	Friday 2 <sup>nd</sup> April 2021
3.9.	Latest date and time ITQ Bid shall be submitted through Delta eSourcing	Friday 9 <sup>th</sup> April 2021 11:00
3.10.	Date/time Bidders should be available if clarifications are required	Monday 12 <sup>th</sup> April 2021
3.11.	Anticipated notification date of successful and unsuccessful Bids	Friday 23 <sup>rd</sup> April 2021
3.12.	Anticipated Contract Award date	Friday 23 <sup>rd</sup> April 2021
3.13.	Anticipated Contract Start date	Wednesday 28 <sup>th</sup> April 2021
3.14.	Anticipated Contract End date	Wednesday 29 <sup>th</sup> September 2021
3.15.	Bid Validity Period	60 Days

- ## Section 4 – Specification

## **1. Background**

### **1.1 Organisation & policy background**

An independent body funded by the Department for Business, Energy and Industrial Strategy (BEIS), the Advisory, Conciliation and Arbitration Service (Acas) was established formally by statute in 1976. Acas aims to improve organisations and working life through better employment relationships, and the services it provides are independent, impartial and confidential.

Acas has a longstanding statutory duty to promote the resolution of claims to the Employment Tribunal (ET) in order to avoid recourse to a full tribunal hearing. Under current arrangements this duty is provided in two parts – Early Conciliation (EC) and conciliation in Employment Tribunal applications, which occurs after an ET1 claim form is submitted ('post-ET1 conciliation').

In the vast majority of cases, prospective ET claimants are now required to contact Acas before a claim can be submitted to the ET, which gives Acas the opportunity to talk to claimants about the benefits of conciliation (although it is not mandatory to take up this offer). Early Conciliation is the service offered at this point, with the conciliation offered after a claim has been submitted to the ET known as 'post-ET1 conciliation'. In between these two stages, Acas can continue to work with parties in dispute, offer conciliation, and resolve matters so that the application to the Employment Tribunal might still be avoided (this is sometimes referred to as the "power period" since Acas have a "power" to offer conciliation as opposed to a statutory duty).

#### **Early Conciliation (EC) notification:**

This Acas service was introduced April 2014, since when claimants have been required to notify Acas of their intention to lodge an employment tribunal claim and will be offered the opportunity to engage the services of an Acas conciliator, who will seek to resolve the dispute without going to court. The submission of a notification form by the claimant is the first part of the conciliation process. This notification contains only a very limited amount of prescribed information and in more than 90 per cent of cases is submitted to Acas via an online form.

Following submission of the notification, in many cases, an Acas Early Conciliation Support Officer (ECSO) contacts the potential claimant to confirm contact details, gather basic information and provide information about EC. Unless the case is clearly invalid or the claimant explicitly declares an unwillingness to pursue EC, the case is allocated to an Acas conciliator or conciliation team.

In other cases (if the potential claimant has provided enough information for the ECSO stage to be bypassed) the case proceeds direct to an Acas conciliator or conciliation team. The allocation decision is currently based on two main criteria: "is the grade of the conciliator (either Grade 9 or Grade 10) appropriate for the anticipated issues" (with more complex issues going to Grade 9 conciliators – see information below on Days Saved Category) and "who in Acas has sufficient capacity to take more cases?" Other allocation criteria (such as geography, case-affinity, employer-type) could feature more prominently in the allocation decision.

The conciliation officer then aims to make follow-up contact and gain the claimant's permission to contact the respondent (their employer/former employer), in order to commence EC. Provided the respondent agrees, Acas then offers the EC service.



**Post-ET1 conciliation:** If parties don't engage in EC or a settlement is not reached, Employment Tribunal proceedings are begun when a claimant submits an 'ET1' form against their employer to the Employment Tribunal. After the form is submitted and copied to Acas, an Acas conciliator contacts the parties to offer them the opportunity to resolve their dispute through conciliation, avoiding the need to go to a full tribunal. Post-ET1 conciliation is a long-standing Acas service and is offered irrespective of whether or not parties engaged in EC.

The ET1 process is almost identical to the EC process with the possibility of a COT3 settlement as in EC. If the parties cannot settle their differences through conciliation, the matter will proceed to judicial determination, often ending in a Tribunal hearing.

During the conciliation process, an Acas conciliator will explore how the potential claim might be resolved, talking through the issues with the employer and the employee. Mostly this takes place over the telephone.

Cases are assigned a track or "Days Saved Category" depending on the type of claim being made. Tracks are an Acas classification of cases that broadly reflects the old system of 'three period categories' whereby ET cases were allocated jurisdictional 'tracks':

- 'Fast track' cases involving straightforward questions of fact that can be quickly resolved should the case reach a hearing (e.g. non-payment of wages). Fast track cases can be handled by any conciliator but are predominantly allocated to Grade 10 conciliators or teams.
- 'Standard track' cases involving somewhat more difficult issues and requiring a greater degree of case management (e.g. unfair dismissal). Standard track cases can only be handled by Grade 9 conciliators.
- 'Open track' cases involving the most legally complex issues and generally requiring the most amount of resource to resolve (e.g. discrimination). Open track cases can only be handled by Grade 9 conciliators after a period of specialist training.

Cases can involve one or more claimants or potential claimants (sometimes numbering into the thousands). In some cases there is Trade Union involvement and these "collective" claims may be handled differently by specialised "collective conciliators" or a team of staff.

### **The project:**

We have recently migrated to a new case management system for our individual conciliation service and we are looking to assess our current data capability across a range of areas and how this impacts analysis. We are also about to roll-out a new telephony system with improved reporting options for the work of the conciliation function.

Through working with service heads and developing a clear understanding of the business, **outline how data can be used to achieve those services goals** and priorities.

Propose a (costed) **programme of analysis** with **illustrative analytical examples** that can be carried out on current data sources. Also provide an **analytical development plan** to address key data issues (including estimated costs and timeframes) and what analysis will be possible when each stage is complete.

We want to assess how data can be used to improve efficiency and deliver a better service to our customers. This project is **all about service improvement** and could include:

- Quicker targeting of registered cases to the right conciliator

- Better targeting of conciliator time towards cases that are more likely to settle
- Conciliator behaviour patterns that provides best outcomes for cases
- Identification of cases that are likely to become Collective conciliations
- Better customer information so that it is easier for a new conciliator to pick up cases
- Better system to target cases so claimants speak with the same conciliator

## 1.2 Previous Acas work relevant to this evaluation

A piece of work has just come to completion to put together an Acas Data Strategy for the organisation. This work analysed our user needs, current capabilities and future vision for better use of data within the organisation. Contractors will be expected to become familiar with this piece of work and to build on the findings outlined in the final report and the plans in the roadmap. There will be an ongoing piece of work to implement the Acas Data Strategy, which started in January 2021 and these two pieces of work will need to be closely aligned.

There are also regular (every 3 years) [evaluations of the individual and collective conciliations](#) using survey feedback of employees and employers who have used the service and results from these will be expected to be used to inform this project.

## 2. Aims and Objectives of the Project

### 2.1 Overarching aims and objectives

#### Overarching aims and objectives

The aim of this project is to improve the individual dispute resolution service in Acas. To do this the project has three components:

#### ***Phase 1: Understand Service Goals and Priorities***

The project will require a clear understanding of the purpose of the EC service, including what the strategic aims of the service are and how this work fits in with wider Acas objectives.

#### ***Phase 2: Understand the data***

A thorough assessment of the data that the EC service currently has, including an assessment of its limitations and data that could be used to enhance the work that is currently possible using the data.

#### ***Phase 3: Propose a costed programme of analysis***

An outline of work that could be carried out with the data in its current form, along with recommendations for data improvements and analysis that this could enable.

## 3. Suggested Methodology

Suggested methodology for the project has been broken down into the three specified phases of the work:

### **Phase 1: *Understand Service Goals and Priorities***

Work closely with service heads and stakeholders to understand the service goals and priorities and determine how data can be used to achieve those goals. This could include individual interviews, surveys or workshops and reading Acas reports and evaluations to get a good picture of how the conciliation system runs within Acas and how it fits into the bigger Acas picture, including strategic aims for the service and Acas as a whole.

### **Phase 2: *Understand the data***

Building on the work carried out in the Acas data strategy, conduct an initial data investigation and exploratory data analysis to determine whether the data the business needs is available. This should include:

**Data Coverage** – how complete is the available data describing receipts; case-management activity; email traffic, telephony and officer-availability. This would include data from the past 5 years, an outline of which is included in Appendix 2.

**Data Quality** - assessment of quality and what are the potential impacts / limitations on potential analysis due to this. What are the key data quality issues and drivers for these e.g. imputation error?

**Data Access / Availability** – is the required data available and in a format that can allow different forms of analysis (what are the key explanatory variables) are there any key areas that are not currently available? What work will be needed to bridge compatibility gaps between the old and new case systems?

**Metadata** – is the metadata in a useable format and kept up to date?

### **Phase 3: *Costed programme of analysis with illustrative work***

Utilising the findings from this data investigation, propose a programme of analysis that includes what is currently possible using the available data in its current format, and what could be possible if current data were improved or new data collected. This should include:

**Types of analysis** - What types of analysis could be supported, e.g. advanced analytics including machine learning, regression models, multivariate analysis?

**Limitations** - What are the key limitations to any analysis imposed by the data and how could data improvements remove these limitations?

**Technologically possible** – what is possible using the systems available to Acas (this can include technologies widely available within the civil service)? We would look build capability in house to carry out analysis on an ongoing basis.

**Pilot** – A pilot of some of the methods demonstrating what is currently possible, what limits the data has imposed and how these could be removed.

From analysis of existing data sets, identify trends and carry out exploratory data analysis. Propose a costed programme of analysis (potentially including data modelling processes, algorithms, machine

learning and predictive modelling) to inform strategic business decisions including proposed methodologies.

Make recommendations about the development of our data to support optimal delivery of the service.

Provide an analytical development plan outlining potential data improvements and the analysis and insight that would provide, along with a programme of analysis that could be carried out once each stage is complete including a recommendation for how to proceed.

#### **4. Deliverables**

##### **Outputs**

Please cost and provide full details as to your approach (with details of relevant experience) for producing the following:

##### **4.1 Report outlining the Dataset Assessment**

A fully labelled, clean data set is required to allow us to carry out further analysis should we need to. This should be provided alongside some top line findings prior to the final report.

##### **4.2 Results from Exploratory Analysis**

Details of what analysis has been carried out and the results from these analyses. This should include any code produced and analytical products.

##### **4.2 Costed Analysis Plan**

A fully costed analysis plan for the work that Acas could do currently to help optimise its dispute resolution service based on currently available data and technologies, and also a plan for future analysis that could be carried out with a demonstration of the benefits this analysis would bring and what data improvements/changes would need to be made to be able to carry these out.

##### **4.3 Presentation of findings**

A final report of the full project will be needed, along with a presentation to be given to key stakeholders within Acas and potentially one or two external people. This will need to cover the main points covered in the final report in presentation format. A slide deck in Microsoft PowerPoint may be the most appropriate format, although we are open to suggestions should contractors have other more suitable mediums to use. This is likely to be held in Autumn 2021.

#### **Security Clearance**

It is a condition of appointment to this Contract that the successful consultant employs on the Client's sites, only persons who have satisfactorily completed a DBS (Disclosure and Barring Service) application form and received a DBS Certificate, available on line from [Disclosure and Barring Service - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/organisations/disclosure-and-barring-service)

it is the responsibility of the Supplier to ensure all individuals have a valid DBS certificate in place for the duration of this contract

**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.

## Section 5 – Evaluation model

The evaluation model below shall be used for this ITQ, which will be determined to two decimal places.

Where a question is 'for information only' it will not be scored.

The evaluation team may comprise staff from UK SBS and the Contracting Authority and any specific external stakeholders the Contracting Authority deems required.

The evaluation and if required team may comprise staff from UK SBS and the Contracting Authority and any specific external stakeholders the Contracting Authority deems required. After evaluation and if required moderation scores will be finalised by performing a calculation to identify (at question level) the mean average of all evaluators (Example – a question is scored by three evaluators and judged as scoring 5, 5 and 6. These scores will be added together and divided by the number of evaluators to produce the final score of 5.33 ( $5+5+6=16 \div 3 = 5.33$ ))

Pass / Fail criteria		
Questionnaire	Q No.	Question subject
Commercial	SEL1.2	Employment breaches/ Equality
Commercial	SEL1.3	Compliance to Section 54 of the Modern Slavery Act
Commercial	SEL2.10	Cyber Essentials
Commercial	SEL2.12	General Data Protection Regulations (GDPR) Act and the Data Protection Act 2018
Commercial	FOI1.1	Freedom of Information
Commercial	AW1.1	Form of Bid
Commercial	AW1.3	Certificate of Bona Fide Bid
Commercial	AW3.1	Validation check
Commercial	AW4.1	Compliance to the Contract Terms
Commercial	AW4.2	Changes to the Contract Terms
Price	AW5.1	Maximum Budget
Price	AW5.4	E Invoicing
Quality	AW6.1	Compliance to the Specification
Quality	AW6.2	Variable Bids
Quality	AW6.3	DBS Checks
-	-	Invitation to Quote – received on time within 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 any of the Award stage scoring methodology or Mandatory pass / fail criteria.		

### Scoring criteria

## Evaluation Justification Statement

In consideration of this particular requirement the Contracting Authority has decided to evaluate Potential Providers by adopting the weightings/scoring mechanism detailed within this ITQ. The Contracting Authority considers these weightings to be in line with existing best practice for a requirement of this type.

Questionnaire	Q No.	Question subject	Maximum Marks
Price	AW5.2	Price	20.00 %
Quality	PROJ1.1	Approach/Methodology	30.00 %
Quality	PROJ1.2	Staff to Deliver	30.00 %
Quality	PROJ1.3	Risk Management	10.00 %
Quality	PROJ1.4	Project Plan and Timescales	10.00 %

## Evaluation of criteria

### Non-Price elements

Each question will be judged 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 selection 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 60

Evaluator 3 scored your bid as 40

Evaluator 4 scored your bid as 40

Your final score will  $(60+60+40+40) \div 4 = 50$

**Price elements** will be judged 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:  $\text{Score/Total Points multiplied by 50}$  ( $80/100 \times 50 = 40$ )

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



## **Section 6 – Evaluation questionnaire**

Bidders should note that the evaluation questionnaire is located within the **e-sourcing questionnaire**.

Guidance on how to register and use the e-sourcing portal is available at <http://www.uksbs.co.uk/services/procure/Pages/supplier.aspx>

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

## Section 7 – General Information

### What makes a good bid – some simple do's 😊

#### DO:

- 7.1 Do comply with Procurement document instructions. Failure to do so may lead to disqualification.
- 7.2 Do provide the Bid on time, and in the required format. Remember that the date/time given for a response is the last date that it can be accepted; we are legally bound to disqualify late submissions. Responses received after the date indicated in the ITQ 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
- 7.3 Do ensure you have read all the training materials to utilise e-sourcing tool prior to responding to this Bid. If you send your Bid by email or post it will be rejected.
- 7.4 Do use Microsoft Word, PowerPoint Excel 97-03 or compatible formats, or PDF unless agreed in writing by the Buyer. If you use another file format without our written permission, we may reject your Bid.
- 7.5 Do ensure you utilise the Delta eSourcing messaging system to raise any clarifications to our ITQ. You should note that we will release the answer to the question to all Bidders and where we suspect the question contains confidential information, we may modify the content of the question to protect the anonymity of the Bidder or their proposed solution
- 7.6 Do answer the question, it is not enough simply to cross-reference to a 'policy', web page or another part of your Bid, the evaluation team have limited time to assess bids and if they can't find the answer, they can't score it.
- 7.7 Do consider who the Contracting Authority is and what they want – a generic answer does not necessarily meet every Contracting Authority's needs.
- 7.8 Do reference your documents correctly, specifically where supporting documentation is requested e.g. referencing the question/s they apply to.
- 7.9 Do provide clear, concise and ideally generic contact details; telephone numbers, e-mails and fax details.
- 7.10 Do complete all questions in the questionnaire or we may reject your Bid.
- 7.11 Do ensure that the Response and any documents accompanying it are in the English Language, the Contracting Authority reserve the right to disqualify any full or part responses that are not in English.
- 7.12 Do check and recheck your Bid before dispatch.

## What makes a good bid – some simple do not's Ⓜ

### DO NOT

- 7.13 Do not cut and paste from a previous document and forget to change the previous details such as the previous buyer's name.
- 7.14 Do not attach 'glossy' brochures that have not been requested, they will not be read unless we have asked for them. Only send what has been requested and only send supplementary information if we have offered the opportunity so to do.
- 7.15 Do not share the Procurement documents, they are confidential and should not be shared with anyone without the Buyers written permission.
- 7.16 Do not seek to influence the procurement process by requesting meetings or contacting UK SBS or the Contracting Authority to discuss your Bid. If your Bid requires clarification the Buyer will contact you. All information secured outside of formal Buyer communications shall have no Legal standing or worth and should not be relied upon.
- 7.17 Do not contact any UK SBS staff or the Contracting Authority staff without the Buyers written permission or we may reject your Bid.
- 7.18 Do not collude to fix or adjust the price or withdraw your Bid with another Party as we will reject your Bid.
- 7.19 Do not offer UK SBS or the Contracting Authority staff any inducement or we will reject your Bid.
- 7.20 Do not seek changes to the Bid after responses have been submitted and the deadline for Bids to be submitted has passed.
- 7.21 Do not cross reference answers to external websites or other parts of your Bid, the cross references and website links will not be considered.
- 7.22 Do not exceed word counts, the additional words will not be considered.
- 7.23 Do not make your Bid conditional on acceptance of your own Terms of Contract, as your Bid will be rejected.
- 7.24 Do not unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority send your response by any way other than via e-sourcing tool. Responses received by any other method than requested will not be considered for the opportunity.

## Some additional guidance notes

- 7.25 All enquiries with respect to access to the e-sourcing tool and problems with functionality within the tool must be submitted to Delta eSourcing, Telephone 0845 270 7050
- 7.26 Bidders will be specifically advised where attachments are permissible to support a question response within the e-sourcing tool. Where they are not permissible any attachments submitted will not be considered as part of the evaluation process.
- 7.27 Question numbering is not sequential and all questions which require submission are included in the Section 6 Evaluation Questionnaire.
- 7.28 Any Contract offered may not guarantee any volume of work or any exclusivity of supply.
- 7.29 We do not guarantee to award any Contract as a result of this procurement
- 7.30 All documents issued or received in relation to this procurement shall be the property of the Contracting Authority / UKSBS.
- 7.31 We can amend any part of the procurement documents at any time prior to the latest date / time Bids shall be submitted through the Delta eSourcing Portal.
- 7.32 If you are a Consortium you must provide details of the Consortiums structure.
- 7.33 Bidders will be expected to comply with the Freedom of Information Act 2000, or your Bid will be rejected.
- 7.34 Bidders should note the Government's transparency agenda requires your Bid and any Contract entered into to be published on a designated, publicly searchable web site. By submitting a response to this ITQ Bidders are agreeing that their Bid and Contract may be made public
- 7.35 Your bid will be valid for 60 days or your Bid will be rejected.
- 7.36 Bidders may only amend the contract terms during the clarification period only, only if you can demonstrate there is a legal or statutory reason why you cannot accept them. If you request changes to the Contract terms without such grounds and the Contracting Authority fail to accept your legal or statutory reason is reasonably justified, we may reject your Bid.
- 7.37 We will let you know the outcome of your Bid evaluation and where requested will provide a written debrief of the relative strengths and weaknesses of your Bid.
- 7.38 If you fail mandatory pass / fail criteria we will reject your Bid.
- 7.39 Bidders are required to use IE8, IE9, Chrome or Firefox in order to access the functionality of the Delta eSourcing Portal.
- 7.40 Bidders should note that if they are successful with their proposal the Contracting Authority reserves the right to ask additional compliancy checks prior to the award of

any Contract. In the event of a Bidder failing to meet one of the compliancy checks the Contracting Authority may decline to proceed with the award of the Contract to the successful Bidder.

- 7.41 All timescales are set using a 24-hour clock and are based on British Summer Time or Greenwich Mean Time, depending on which applies at the point when Date and Time Bids shall be submitted through the Delta eSourcing Portal.
- 7.42 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. The information will not be disclosed outside Government. Bidders taking part in this ITQ consent to these terms as part of the competition process.

- 7.43 The Government introduced its new Government Security Classifications (GSC) classification scheme on the 2<sup>nd</sup> April 2014 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. The link below to the Gov.uk website provides information on the new GSC:

<https://www.gov.uk/government/publications/government-security-classifications>

The Contracting Authority reserves the right to amend any security related term or condition of the draft contract accompanying this ITQ to reflect any changes introduced by the GSC. In particular where this ITQ 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](#)
- [Equalities Act introduction](#)
- [Bribery Act introduction](#)
- [Freedom of information Act](#)