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| --- | --- |
| Title: | Flexibility Innovation Programme:  Inclusive Smart Solutions |
| Tender Reference Number: | Prj\_220 |
| Deadline for Responses: | 17th April 2023 14:00 |

Date: 16th February 2023

On 7th February 2023, the Prime Minister announced changes to the Machinery of Government [Link: <https://www.gov.uk/government/publications/making-government-deliver-for-the-british-people>] whereby BEIS is now split into three departments:

* Department for Energy Security and Net Zero
* Department for Science, Innovation and Technology
* Department for Business and Trade

It is anticipated that BEIS functions, and rights and liabilities, will transfer to the relevant Secretary of State for those departments once they have each been incorporated as a corporation sole.  This will be achieved by an Order in Council under the Ministers of the Crown Act 1975 [Transfer of Functions Order (TFO)]. Until that happens BEIS remains the contracting authority (under the Public Contracts Regulations 2015) for contracts and contracts continue to be signed on behalf of the Secretary of State for BEIS.

The Department for Business, Energy & Industrial Strategy (referred throughout these documents as “BEIS” or the “Department”) wishes to commission a £2.75million contract to help achieve a step-change increase in access to, purchase of, and/or use of smart technologies, products and services amongst low income and vulnerable consumers, the **Inclusive Smart Solutions Programme (the “Programme”).** The Programme forms part of the up to [£65m Flexibility Innovation Programme](https://www.gov.uk/government/publications/flexibility-innovation), part of [the £1bn Net Zero Innovation Programme](https://www.gov.uk/government/collections/net-zero-innovation-portfolio).

This document comprises the following sections:

* Privacy Notice
* Section 1 - Instructions on Tendering Procedures
* Section 2 - Specification of Requirements
* Section 3 - Evaluation
* Section 4 - Declarations to be completed by the tenderer;
  + Statement of non-collusion
  + Form of tender
  + Conflict of interest
  + Standard Selection Questionnaire
  + The General Data Protection Regulation Assurance Questionnaire for Suppliers
  + Code of Practice
* Annex A: Project Cost Breakdown Form
* Annex B: Code of Practice for Research
* Annex C: Standard Terms and Conditions

The Department has created a [Collaboration Platform,](https://flexibility-innovation-programme-collaboration.b2match.io/) specifically for the Flexibility Innovation Programme. The Platform can be used to facilitate collaboration between organisations by enabling potential bidders to view other organisations interested in applying to the Inclusive Smart Solutions Programme and request meetings with potential partners. To access the Platform, please follow [this link](https://flexibility-innovation-programme-collaboration.b2match.io/).

**Please register your interest and apply for this tender on the following website** <https://beisgroup.ukp.app.jaggaer.com/>**.** This will ensure you receive immediate notification of updates to the Invitation to Tender (‘ITT’) process.

Please read the instructions on the tendering procedures carefully as failure to comply with them may invalidate your tender. Your tender must be returned by the closing date clearly displayed in the Jaggaer portal.

I look forward to receiving your response.

Yours sincerely,

BEIS Flexibility Innovation Team

[FlexibilityInnovation-InclusiveSmartSolutions@BEIS.gov.uk](mailto:FlexibilityInnovation-InclusiveSmartSolutions@BEIS.gov.uk)

**Privacy Notice**

This notice sets out how we 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**

We 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*

We are processing your personal data for the purposes of the tender exercise described within the remainder of this Invitation to Tender, 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 Department 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. We may share your data if we are required to do so by law, for example by court order or to prevent fraud or other crime.

As your personal data will be stored on our IT infrastructure it will also be shared with our data processors Microsoft and Amazon Web Services.

*Retention*

All tenders will be retained for a period of 6 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

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 the Department for Business, Energy Industrial Strategy (BEIS).

You can contact the BEIS Data Protection Officer at:

BEIS Data Protection Officer

Department for Business, Energy and Industrial Strategy

1 Victoria Street

London

SW1H 0ET

Email: [dataprotection@beis.gov.uk](mailto:dataprotection@beis.gov.uk).

**Section 1**

**Instructions and Information on Tendering Procedures**

Invitation to Tender for: Inclusive Smart Solutions

Tender reference number: Prj\_220

Deadline for tender responses: 17th April 2023 14:00

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# Glossary

In this Invitation to Tender (ITT), the following words and phrases have the following meanings:

**"Authority”** / “Contracting Authority” means the Department for Business, Energy and Industrial Strategy (“BEIS”) 1 Victoria Street, London, SW1 0ET;

**“Bidder”** means a company, organisation or consortia of companies and/or organisations that submits a Tender in response to the ITT;

“**Contract**” has the meaning set out in *Part 8* of this ITT;

“**Department**” / “Contracting Department” means the Department for Business, Energy and Industrial Strategy (‘’BEIS”) 1 Victoria Street, London SW1 0ET;

**“Deliverables”** means the various reports, plans, presentations and other outputs as set out within *Part 4 of Section 2 - Specification of Requirements;*

**“Innovation Solution(s)”**means theinnovative solutions identified by the Supplier at Phase 1 to the Contract, deemed to have the potential to satisfy relevant Service Requirements -as set out in *Section 2 - Specification of Requirements*- and to be considered for further development during Phase 2.

“**Invitation to Tender**” means the process used to establish a Contract that facilitates the provision of the requested Services as set out at *Section 2 - Specification of Requirements;*

**“Low income and vulnerable consumers”**meansall energy consumers for whom an accessibility, usability or affordability issue may exist or arise in the transition to a smart, flexible energy system, making it disproportionately challenging for these consumers to benefit from new technologies, markets and business models;

“**Minimum Acceptable Threshold**” means the minimum score that the Bidder must obtain for the relevant Quality questions order to be awarded the Contract;

**“Monthly”** means Calendar months unless otherwise stated;

**“Phase 1”** means the activities and Deliverables relating to the initial Project stage as detailed in *Section 4.1* to the *Specification of Requirements;*

**“Phase 2”** means the activities and Deliverables relating to the second Project stage as detailed in *Section 4.2* to the *Specification of Requirements;*

**“Prime Contractor”** meansthe company or organisation identified at the ITT stage who will be responsible for the delivery of all Requirements and Deliverables as set out at *Section 2 – Specification of Requirements* and throughout this ITT. The Prime Contractor shall be responsible for any work they and their consortium partners – including Sub-contractors - (if relevant) deliver and shall have robust quality assurance processes in place;

**“Project”**means all activities and linked costs and overheads for which the successful Bidder will be awarded funding to deliver stated Requirements and Deliverables under the Inclusive Smart Solutions Programme as set out at *Section 2 - Specification of Requirements*;

**“Project Team”** means all companies and/or organisations engaged in delivery of the Contract;

“**Scoring Scheme**” means the range of scores that may be given to a Bidder depending on the quality of its response to a question which is located in the boxes below the applicable question;

**“Programme (the)”** means the BEIS initiative to procure services to help achieve a step-change increase in access to, purchase of, and/or use of smart technology amongst low income consumers;

**“Services” / “Service Requirements”** means the Services that the Supplier will be required to deliver for the Department under the Contract, as detailed within *Section 2 – Specification of Requirements;*

**“Stage Gate Review”** means the Contract delivery period between Phase 1 and Phase 2, during which the Department will review progress to date and make a decision on the release of Phase 2 funding and the direction of the Phase 2 work;

“**Standstill Period**” means the 10 calendar days between the point when the contract award decision is notified to bidders, and the final contract conclusion, during which time suppliers can challenge the decision;

“**Supplier**” means the Bidder with whom the Department ultimately concludes the Contract;

“**Tender**” means the Bidder’s formal offer in response to the Invitation to Tender;

“**Tender Clarifications Deadline**” means the time and date set out in paragraph 2 for the latest submission of clarification questions;

**“Tender Submission Deadline”** means the time and data set out in paragraph 2 for the latest uploading of Tenders; and

**“Work Days”** means Monday to Friday unless otherwise defined.

# Indicative Timetable

The anticipated timetable for this Tender exercise is as follows.

**Table 1.1 – Indicative Timetable**

|  |  |  |
| --- | --- | --- |
| **Stage** | **Activity** | **Target Date** |
| **Engagement** | PIN Issued | 22 Nov 2022 |
| Information event | 8 Dec 2022 |
| **Launch** | Advert and ITT issued: | 16 Feb 2023 |
| **Clarifications Questions Deadline[[1]](#footnote-2):** | **14:00 6 Mar 2023** |
| Publication of clarification questions and answers: | 16 Mar 2023 |
| **Apply** | Submit Jaggaer registration online by[[2]](#footnote-3): | 31 Mar 2023 |
| **Tender Submissions Deadline** | **14:00 17 Apr 2023** |
| **Assess and Award** | Eligibility check, technical assessment and moderation: | Apr 2023 |
| **Notification of award and Standstill Period:** | **May 2023** |
| **Contract Delivery** | Phase 1 – Start / End dates | June 2023 / Nov 2023 |
| Stage-gate review | Dec 2023 |
| Phase 2 – Start / End dates | Jan 2024 / Mar 2025 |
| **Delivery End** | **31 Mar 2025** |

The Department reserves the right to vary this timetable. Any variations will be published via Jaggaer and circulated to all organisations who have registered an interest in notifications.

# Budget and Payments

The maximum capped Contract budget is **£2,750,000** (excluding VAT) with a maximum of **£500,000** (excluding VAT) allocated to Phase 1. BEIS approval for release of Phase 2 funding will be contingent on the Supplier completing a Stage Gate Review process as further detailed within *Section 2 - Specification of Requirements – Part 6.* BEIS reserves the right to reduce, withdraw or terminate Phase 2 funding and terminate the contract as a result of the Stage Gate outcomes.

Bidders should provide a full and detailed breakdown of costs using the **Project Cost Breakdown form** as provided as an electronic annex to this ITT. Guidance on completion of these forms is provided at *Appendix 1 to Section 3 of this ITT.*

Payments will be linked to delivery of milestones / Deliverables as detailed in *Part 4 of the Specification of Requirements.* A **Milestone and Deliverable** Schedule will be finalised and agreed with the Supplier at the Phase 1 Inception Meeting.

In submitting full Tenders, Bidders confirm in writing that the price offered will be held for a minimum of 180 calendar days from the date of submission.

The Department aims to pay all correctly submitted and sufficiently accurate invoices as soon as possible with a target of 10 days from the date of receipt and within 30 days at the latest in line with standard terms and conditions of contract.

Any payment conditions applicable to the Prime Contractor must also be replicated with sub-contractors.

# Required Tender Content

Compliant Tenders must include the following:

* Response to Quality Questions consistent with completion guidance as set out at *Section 3 – Evaluation***;**
* Project Cost Breakdown Form as included as an electronic annex to this ITT completed in line with guidance as set out within *Section 3*; and
* The following completed Declarations as included within *Section 4 – Declarations to be submitted by the Tenderer*
* Declaration 1: Statement of non-collusion
* Declaration 2: Form of Tender
* Declaration 3: Conflict of Interest
* Declaration 4: Standard Selection Questionnaire
* Declaration 5: The General Data Protection Regulation Assurance Questionnaire for Suppliers
* Declaration 6: Code of Practice

# Procedure for submitting Tenders

The Authority is using e-Tendering for this Procurement. Jaggaer is the Department’s e-Tendering Platform. To apply for this Tender please register at <https://beisgroup.ukp.app.jaggaer.com/>. Please contact the Jaggaer Helpdesk on 08000 698 632 or [customersupport@jaggaer.com](mailto:customersupport@jaggaer.com) for any registration queries. You must upload your Tender before the deadline via Jaggaer Website or your Tender will not be evaluated.

If there is any conflict between the information set out in this ITT and associated documents and the information displayed in the Department’s e-Tendering Platform (Jaggaer), the information set out in this ITT shall take precedence.

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

If a Tenderer experiences technical difficulty with the Department’s e-Tendering Platform (Jaggaer), the Bidders shall contact the e-Tendering Platform (Jaggaer) helpdesk. The Bidder shall also inform the Department.

Unless otherwise stated, your tender responses must be completed on A4 size paper in Arial font size 11pt with standard margins (excluding declarations, pricing schedules, completed Annexes 1-11 and allowable attachments including CVs). Where your tender response does not meet these criteria, it will not be evaluated. Specific questions within the Standard Selection Questionnaire will also be subject to page limits. **Where these limits are exceeded, all content in excess of the limit will not be evaluated.**

If you have questions or require further information concerning the tender process or the nature of the proposed contract, please get in touch via the messaging area on the Jaggaer platform, accessible through this link <https://beisgroup.ukp.app.jaggaer.com/> All questions should be submitted by **14:00 6 Mar 2023**, questions submitted after this date may not be answered. Should questions arise during the tendering period, which in our judgement are of material significance, we will publish these questions with our formal reply by the end of **16 March 2023** and circulate – unnamed - to all organisations that have expressed an interest in bidding via Jaggaer. All Bidders should then take that reply into consideration when preparing their own bids, and we will evaluate bids on the assumption that they have done so.

You will not be entitled to claim from the Department any costs or expenses that you may incur in preparing your tender whether or not your tender is successful.

# Evaluation of Responses and Feedback

The ITT process will be conducted to ensure that bids are evaluated fairly and transparently, in accordance with agreed assessment criteria. Further details are provided in *Section 3 - Evaluation*.

After reviewing and evaluating the written proposals, BEIS may decide to hold bid clarifications with Bidders.

Feedback will be given in the unsuccessful letters or emails. Unsuccessful Bidders may be contacted by the Department for the purpose of conducting an Evaluation of the Programme.

# Consortium Bids

In the case of a consortium bid, only one submission covering all of the consortium partners is required, making clear the role that each partner will play in performing the Contract as per the requirements of the Specification of Requirements. Your bid response must set out who in the consortium will be the Prime Contractor for this Project, and associated organisation governance arrangements.

Bidders must provide details as to how they will manage any sub-contractors and what percentage of the tendered activity (in terms of monetary value) will be sub-contracted.

If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided in the Annex. However, please note the Department reserves the right to require a successful consortium to form a single legal entity in accordance with Regulation 19 of the Public Contracts Regulations 2015.

The Prime Contractor will act as the primary point of contact with BEIS and will be responsible for monitoring and managing delivery of all Requirements and Deliverables as set out at *Section 2*. For the avoidance of doubt this will include active management and resolution of issues arising with the performance of one or more consortium members or sub-contractors which might adversely impact on delivery of stated Requirements and Deliverables.

The Department recognises that arrangements in relation to consortia may (within limits) be subject to future change. Potential Suppliers should therefore respond in the light of the arrangements as currently envisaged. Potential Suppliers are reminded that any future proposed change in relation to consortia must be notified to the Department so that it can make a further assessment by applying the selection criteria to the new information provided.

Within 30 Work Days following the Contract start date, the successful Bidder will provide to the Department the Consortium Agreement entered into by the consortium partners to deliver the Contract.

# Terms and Conditions applying to this Tender

The Department’s Standard Terms and Conditions of Contract will apply to this contract. These are attached to the ITT with the appropriate schedules – see *Annex C*

By submitting a Tender, the Bidder accepts the terms and conditions in full. The terms and conditions will not be subject to further discussion or negotiation.

# Ownership and Publication

**BEIS****will retain full ownership of all materials created as a result of this Contract** with the exception of Phase 2 Requirement A2-01: Innovation Solutions – Development & Testing**.** For the avoidance of doubt this will include the results of suitably aggregated and anonymised[[3]](#footnote-4) consumer research and engagement activities as detailed at *Section 2 – Specification of Requirements*. Publication of any information associated with, or created as a result of this Contract, will require prior written approval from BEIS. Intellectual Property associated with the materials created and activities carried out as a result of this Contract will be owned by the Supplier.

For Phase 2 *Requirement A2-01: Innovation Solutions – Development & Testing*, the intellectual property will be retained by the developers. Evidence and a plan of this must be provided at the Stage Gate.

If, within three (3) years of the Contract expiry date, any Arising Intellectual Property has not been commercially exploited by the Contractor, the Authority will require the Contractor to transfer the Arising Intellectual Property to the Authority. Should the Authority choose to exercise its discretion under this clause, it will notify the Contractor.

Subject to relevant disclosure requirements associated with GDPR, the Department may publish project deliverables on GOV.UK.

The published reports must be formatted according to the Department publication guidelines, meaning that they must use an appropriate template (and adhering to the Department accessibility requirements for all publications on GOV.UK). The publication template will be provided by the project manager.

All word documents supplied to the Department as part of Project requirements will be assessed for accessibility upon receipt. Documents which do not meet the agreed standard will be returned to you for re-working at your own cost.

# Conflicts of Interest

The Department’s standard terms and conditions of contract include reference to conflict of interest (Section 22) and requires Contractors/Suppliers to declare any potential conflict of interest to the Secretary of State. Full contract terms and conditions are included at *Annex C*.

For research and analysis, conflict of interest is defined the presence of an interest or involvement of the Supplier, sub-contractor (or consortium member) which could affect the actual or perceived impartiality of the research or analysis.

Where there may be a potential conflict of interest, it is suggested that the consortia or organisation designs a working arrangement such that the findings cannot be influenced (or perceived to be influenced) by the organisation which is the owner of a potential conflict of interest. For example, consideration should be given to the different roles which organisations play in the research or analysis, and how these can be structured to ensure an impartial approach to the project is maintained.

The process by which this is managed in the procurement process is as follows:

* **During the bidding process, organisations may contact BEIS to discuss whether or not their proposed arrangement is likely to yield a conflict of interest.** Any responses given to individual organisations or consortia will be published on Jaggaer (in a form which does not reveal the questioner’s identity). Any organisation thinking of submitting a bid should share their contact details with the staff member responsible for this procurement to ensure they receive an update when any responses to questions are published.
* **Bidders are asked to sign and return ‘Declaration 3’ to indicate whether or not any conflict of interest may be, or be perceived to be, an issue.** If this is the case, bidders should give a full account of the actions or processes that will be used to ensure that conflict of interest is avoided. In any statement of mitigating actions, bidders are expected to outline how they propose to achieve a robust, impartial and credible approach to the research.
* **When Tenders are scored, this Declaration will be subject to a pass/fail score**, according to whether, on the basis of the information in the proposal and declaration, there remains a conflict of interest which may affect the impartiality of the research.

Failure to declare or avoid conflict of interest at this or a later stage may result in exclusion from the procurement competition, or in the Department exercising its right to terminate any contract awarded.

# Ethics

All Bidders will need to identify and propose arrangements for initial scrutiny and on-going monitoring of ethical issues. The appropriate handling of ethical issues is part of the tender assessment exercise and proposals will be evaluated on this as part of the ‘Project Management and Risks’ evaluation criterion set out in *Section 3 - Evaluation*.

As part of their tender responses, Bidders will also be expected to provide evidence of their experience working with low income and vulnerable consumers and how they manage sensitivities and risks. Bidders will also be required to outline any post-interview support and support for those who decided not to participate in this research.

Bidders will also be required to provide assurances that their processes follow best practice and comply with legal and regulatory requirements. The Department will then monitor against this throughout the programme.

We expect Suppliers to adhere to the following [Government Social Research Principals:](https://www.gov.uk/government/publications/ethical-assurance-guidance-for-social-research-in-government)

* Clear and defined public benefit
* Sound application, conduct and interpretation
* Data protection regulations
* Specific and informed consent
* Enabling participation
* Minimising personal and social harm.

Bidders are encouraged to consider steps they can take to widen participation to ensure research is inclusive. Bidders should, however, note that children and participants who are unable to provide informed consent for themselves are excluded from research activities within this programme.

# Data Protection

The successful Bidder must comply with all relevant Data Protection Legislation, as defined in the terms and conditions applying to this Invitation to Tender.

A guide to The General Data Protection Regulation published by the Information Commissioner’s Office can be found [here.](https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/)

Section 4 contains a **“The General Data Protection Regulation Assurance Questionnaire for Suppliers” (Declaration 5)** to evidence the extent of readiness. The Department may ask the Bidder to provide evidence to support the position stated in the questionnaire. The Department may require the successful Bidder to increase their preparedness where the Department is not satisfied that the Bidder will be in a position to meet its obligations under the terms and conditions. If the Bidder fails to satisfy the Department that it will be in a position to meet its obligations under the terms and conditions in the event that the Bidder is successful, the Department reserves the right to exclude the bidder from this procurement.

The only processing that the Supplier will be authorised to do will be listed in *Appendix 1*. The draft version included herein will be finalised between BEIS, “the Department” and the successful Supplier and will be included as an Appendix to the Contract.

# Cyber Security

In line with [HM Government’s Cyber Essentials Scheme](https://www.gov.uk/government/publications/cyber-essentials-scheme-overview), the Supplier must hold valid Cyber Essentials certification by the time of Contract award. Evidence of the certification must be provided to the Department in order for the Contract to be awarded.

Evidence of renewal of certification must then be provided to the Department on each anniversary of the first applicable certificate obtained by the Supplier for the duration of the Contract. In the event the Supplier fails to comply, the Department reserves the right to terminate the Contract for material breach in line with the Standard Terms and Conditions of Contract.

If the Supplier already holds ISO27001 accreditation, no further Cyber Essentials certification will be necessary, provided that the certification body carrying out this verification is approved to issue a Cyber Essentials certificate by one of the accreditation bodies.

# 14. Applicable legislation and regulations

Please note that references to the "Department" throughout these documents mean The Secretary of State for Business, Energy and Industrial Strategy acting through his/her representatives in the Department for Business Energy & Industrial Strategy.

The Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 (“EIR”) apply to the Department. You should be aware of the Department’s obligations and responsibilities under FOIA or EIR to disclose, on written request, recorded information held by the Department. Information provided in connection with this procurement exercise, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by the Department in response to such a request, unless the Department decides that one of the statutory exemptions under the FOIA or the exceptions in the EIR applies. If you wish to designate information supplied as part of this response as confidential, of if you believe that its disclosure would be prejudicial to any person’s commercial interests, you must provide clear and specific detail as to the precise information involved and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. Such designation alone may not prevent disclosure if in the Department’s reasonable opinion publication is required by applicable legislation or Government policy or where disclosure is required by the Information Commissioner or the First-tier Tribunal (Information Rights).

Additionally, the Government’s transparency agenda requires that tender documents (including ITTs such as this) are published on a designated, publicly searchable web site. The same applies to other tender documents issued by the Department (including the original advertisement and the pre-qualification questionnaire (if used)), and any contract entered into by the Department with its preferred supplier once the procurement is complete. By submitting a tender you agree that your participation in this procurement may be made public. The answers you give in this response will not be published on the transparency web site (but may fall to be disclosed under FOIA or EIR (see above)). Where tender documents issued by the Department or contracts with its suppliers fall to be disclosed the Department will redact them as it thinks necessary, having regard (inter alia) to the exemptions/exceptions in the FOIA or EIR

# 15. Non-Collusion

No Tender will be considered for acceptance if the Bidder has indulged or attempted to indulge in any corrupt practice or canvassed the tender with an officer of the Department. Section 4 contains a **"Statement of non-collusion" (Declaration 1);** any breach of the undertakings covered under items 1 - 3 inclusive will invalidate your tender. If a Bidder has indulged or attempted to indulge in such practices and the Tender is accepted, then grounds shall exist for the termination of the contract and the claiming damages from the successful Suppliers. You must not:

* Tell anyone else what your Tender price is or will be, before the time limit for delivery of tenders.
* Try to obtain any information about anyone else's Tender or proposed tender before the time limit for delivery of Tenders.
* Make any arrangements with another organisation about whether or not they should Tender, or about their or your tender price.

Offering an inducement of any kind in relation to obtaining this or any other contract with the Department will disqualify your tender from being considered and may constitute a criminal offence.

# 16. Reservation of right to amend and withdraw

The Department reserves the right to amend the enclosed ITT documents at any time prior to the publication of Bidder questions and answers on **16 Mar 2023**. Any changes are most likely to include editorial errors and include FAQs from questions asked from stakeholders/Bidders before **14:00 6 Mar 2023**. Any such amendment will be numbered, dated and issued on Jaggaer as well as on the [Contracts Finder Website](https://www.contractsfinder.service.gov.uk/Search). Where amendments are significant, the Department may, at its discretion, extend the deadline for receipt of tenders.

The Department reserves the right to withdraw this contract opportunity without notice and will not be liable for any costs incurred by Bidders during any stage of the process. Bidders should also note that, in the event that a tender is considered to be fundamentally unacceptable on a key issue, regardless of its other merits, that tender may be rejected. By issuing this invitation, the Department is not bound in any way and does not have to accept the lowest or any tender and reserves the right to accept a portion of any tender unless the tenderer expressly stipulates otherwise in their Tender.

# Appendix 1: Processing, Personal Data and Data Subjects

1. The contact details of the Department’s Data Protection Officer are:

BEIS Data Protection Officer   
Department for Business, Energy and Industrial Strategy   
1 Victoria Street   
London   
SW1H 0ET

Email: [dataprotection@beis.gov.uk](mailto:dataprotection@beis.gov.uk)

1. The contact details of the Supplier’s Data Protection Officer (or if not applicable, details of the person responsible for data protection in the organisation) are:

[To be completed by the Supplier]

1. The Supplier shall comply with any further written instructions with respect to processing by the Department.
2. Any such further instructions shall be incorporated into this Appendix 1.

| **Description** | **Details** |
| --- | --- |
| Data Protection Legislation | The UK GDPR and any applicable national implementing Laws as amended from time to time; or  the DPA 2018 to the extent that it relates to Processing of personal data and privacy; or  all applicable Law about the Processing of personal data and privacy |
| UK General Data Protection Regulation (UK GDPR) | The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679) as transposed into UK Law by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019. |
| Subject matter of the processing | In order to effectively deliver the Contract, the Supplier will need to process the personal information of research participants, namely contact information for recruitment purposes and research data collected from participants.  The processing of names and business contact details of staff of both the Department and the Supplier will be necessary to deliver the services exchanged during the course of the Contract, and to undertake contract and performance management.  The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Supplier involved in managing the Contract. |
| Duration of the processing | Processing will take place from [insert date of start of Contract] for the duration of the Contract. The Contract will end on 28th February 2025. |
| Nature and purposes of the processing | The nature of the processing will include collection, recording, organisation, structuring, storage, use, and erasure or destruction of data.  Processing takes place for the purposes of research and development.  The nature of processing will include the storage and use of names and business contact details of staff of both the Department and the Supplier as necessary to deliver the services and to undertake contract and performance management. The Contract itself will include the names and business contact details of staff of both the Department and the Supplier involved in managing the Contract. |
| Type of Personal Data | * Name * Date of birth * Address * Telephone number * Health data * Any data that when combined together could mean the subject is identifiable (e.g. interview or survey responses such as job, income, location, energy supplier)   Names, business telephone numbers and email addresses, office location and position of staff of both the Authority and the Supplier as necessary to deliver the Services and to undertake contract and performance management. The Contract itself will include the names and business contact details of staff of both the Authority and the Supplier involved in managing the Contract. |
| Categories of Data Subject | Research participants i.e., low income and vulnerable consumers  Staff of the Authority and the Supplier, including where those employees are named within the Contract itself or involved within contract Management |
| Plan for return and destruction of the data once the processing is complete  UNLESS requirement under UK GDPR to preserve that type of data | The Supplier will delete the Personal Data and erase the Personal Data from any computers, storage devices and storage media. The Supplier will certify to the Authority that it has completed such deletion.  Where Personal Data is contained within the Contract documentation, this will be retained in line with the Department’s privacy notice found within the Invitation to Tender. |

The nature of the service will require the Supplier to collect personal data directly from data subjects. The Supplier will use the agreed BEIS privacy notice as instructed by the Department.

BEIS will be relying on consent as the relevant legal basis of processing. The Supplier will ensure that all communications requesting the provision on personal data allow for the data subject to provide clear, affirmative, informed, freely given, and unambiguous consent, which requires a positive ‘opt-in.’ The Supplier will have mechanisms in place to ensure that consent is recorded and shown through an audit trail.

**Section 2**

**Specification of Requirements**

Invitation to Tender for: Inclusive Smart Solutions

Tender Reference Number: prj\_220

Deadline for Tender Responses: 17th April 2023 14:00

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# Introduction and Background

The purpose of this document is to give a comprehensive overview of the ‘Inclusive Smart Solutions’ Invitation to Tender (ITT). Inclusive Smart Solutions is a £2.75m Programme within the Department of Business, Energy and Industrial Strategy’s (BEIS) [£65m Flexibility Innovation Programme](https://www.gov.uk/government/publications/flexibility-innovation), which seeks to enable large-scale widespread electricity system flexibility through smart, flexible, secure, and accessible technologies and markets. The Flexibility Innovation Programme is part of BEIS’ [£1 billion Net Zero Innovation Portfolio (NZIP)](https://www.gov.uk/government/collections/net-zero-innovation-portfolio).

The Department’s [Smart Systems and Flexibility Plan](https://www.gov.uk/government/publications/transitioning-to-a-net-zero-energy-system-smart-systems-and-flexibility-plan-2021) highlighted the importance of a smart and flexible energy system in which all consumers are empowered to change their energy consumption patterns and benefit from affordable, low carbon electricity. The plan outlined how access to smart technologies could result in the development of stronger price signals that consumers could take advantage of.

However, there is a risk that the innovative products and services that will assist Great Britain’s transition to a smarter, more flexible energy system could exacerbate existing, and introduce new, barriers for certain groups of consumers, including low income and vulnerable consumers[[4]](#footnote-5).

Given the proportion of the population who could be considered to fall within these consumer groups, the Department is committed to taking action to help facilitate the participation of low income and vulnerable consumers in the energy transition and to make certain that nobody is left behind.

Building on the findings of [Project InvoLVe](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/994845/project-involve-smart-energy-system-low-income-vulnerable-consumers.pdf) and the ambitions set out in the Smart Systems and Flexibility Plan, along with Ofgem’s [Consumer Vulnerability Strategy 2025](https://www.ofgem.gov.uk/publications/consumer-vulnerability-strategy-2025), the Department has developed the Inclusive Smart Solutions Programme to:

* Provide better understanding of the barriers faced by low income and vulnerable consumers in the transition to a smart, flexible energy system; and
* Develop a suite of innovative solutions that will facilitate increased participation of low income and vulnerable consumers in the emerging smart, flexible energy system (the ‘Innovation Solutions’).

**1.1 Project InvoLVe**

In recognition of how the technologies and behaviours necessary to support the energy transition could exacerbate existing, and introduce new, barriers for certain groups of consumers, the Department commissioned a report into how innovation might help enable low income and vulnerable consumers to participate in a smart, flexible energy system. The report, Project InvoLVe[[5]](#footnote-6), was written by Energy Systems Catapult and can be viewed [here](https://es.catapult.org.uk/news/can-innovation-make-a-smart-energy-system-work-for-vulnerable-consumers/).

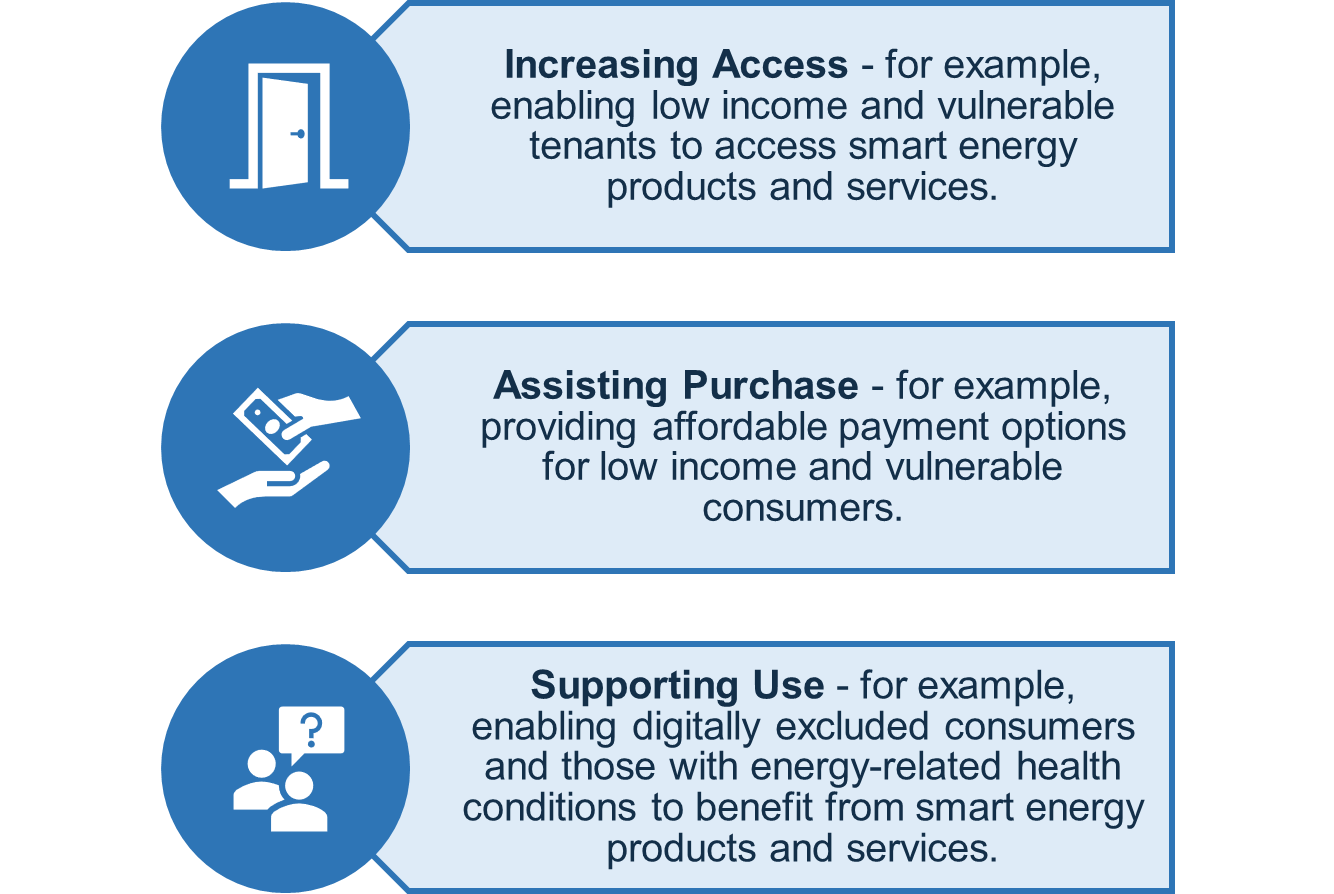
Project InvoLVe identified a number of key risks that could emerge as a smart, flexible energy system develops. Risks identified included:

1. Low income and vulnerable consumers may be less able to afford to purchase smart products and services.
2. Low income and vulnerable consumers may gain less benefit from smart products and services.
3. Low income and vulnerable consumers may face greater risks if the smart product or service fails to work as expected.
4. A lack of data access may reduce how much low income and vulnerable consumers are able to benefit from smart products and services.
5. An unequal distribution of system costs may result as a smart energy market develops.
6. Low income and vulnerable consumers may experience problems with smart products and services that could impede the emergence of a smart energy market.

The report also highlighted the need for future innovation around smart flexible energy projects to include a comprehensive and practical discovery evidence base created with the involvement of low income and vulnerable consumers. The discovery evidence base would focus and optimise future innovation activity by allowing innovators to identify priority areas and solutions based on consumer needs.

Alongside these initial recommendations, the report suggested three areas of potential future innovation activity that could address the new and existing barriers faced by low income and vulnerable consumers during the transition to a smart, flexible energy system, as outlined in Figure 2.1 below.

**Figure 2.1 – Project InvoLVe: Potential areas for future innovation activity**



# Work Stages

The Inclusive Smart Solutions Programme is structured around two key Phases of work as summarised below.

**Figure 2.2 – Inclusive Smart Solutions Programme overview – Total Budget £2,750,000 (excl. VAT)**

Diagram, timeline

Description automatically generated

# Purpose and Scope of this ITT

### Purpose

The purpose of this ITT is to procure a Supplier to carry out primary research with low income and vulnerable consumers (Phase 1) to inform the design and development of innovative solutions to meeting the needs of these consumers in the transition to a smart, flexible energy system (Phase 2).

### Scope

The core activities falling in scope for funding are:

* Primary research and consumer engagement with low income and vulnerable consumers, in the context of the transition to a smart, flexible energy system; and;
* Development of a suite of commercially viable innovative solutions (the ‘Innovation Solutions’) that are developed with low income and vulnerable consumers to support their participation in a smart, flexible energy system.

Part 4 overleaf sets out the detailed Service Requirements – and linked Deliverables - that the successful Bidder will be required to deliver under the Contract.

# Requirements

To realise the expected benefits under this Contract, the Department expects the Supplier to meet the Requirements – and linked Deliverables – set out below.

### Phase 1 Requirements and linked Deliverables

At Phase 1, the Supplier will first review existing evidence, and scope and deliver primary research and consumer engagement, to better understand the barriers faced by, and to identify the emerging needs of, low income and vulnerable consumers as a result of the transition to a smart, flexible energy system.

The Supplier will then leverage findings to define proposals for a list of Innovation Solutions for further development at the Phase 2, based on real scope to deliver commercially viable products or services that could increase access to, purchase of, and/or use of smart technology for low income and vulnerable consumers. Proposals will be subject to a Stage Gate review.

**Table 2.1 - Phase 1 - Detailed Requirements and linked Deliverables**

|  |  |  |  |
| --- | --- | --- | --- |
| **ID** | **Sub-Category** | **Requirement** | ***Deliverables and Target Deadlines*** |
| **R1 – Project Initiation and Ongoing Management** | | | |
| **R1-01** | **Mobilisation and ongoing reporting** | **The Supplier shall:**   * Organise a kick-off meeting to discuss and agree a detailed approach in relation to:   + Project engagement with delivery partners, BEIS and other relevant stakeholders.   + Project Plan – as submitted as part of Application Stage – to inform population of Monthly Project Updates proforma – *see below.*   + Confirm arrangements for collection and monitoring of NZIP KPIs (*see Specification of Requirements (SoR)* ***Part 7****).*   + Other relevant issues as raised by the Supplier or BEIS personnel. * Provide monthly updates during Phase 1 and 2via a standardised proforma, which will be agreed at the Contract Award Stage. As a minimum this will include:   + Summary overview of progress against key work packages.   + Progress against milestone Deliverables.   + Risks, and approach to mitigation.   + Performance against contract KPIs. * Participate, as required, in Project and Steering Group meetings during Phase 1 and 2, as detailed at ***Part 6*.** * Prepare materials to be presented at Steering Group meetings, to be circulated to Steering Group members ahead of scheduled meetings. | ***Monthly Updates via standardised proforma***  ***Last week of each month*** |
| **R1-02** | **Knowledge Dissemination and Industry Engagement** | **The Supplier shall:**   * Develop a proposed ***Knowledge Dissemination and Industry Engagement Plan*** and update BEIS at the first convened Project Review meeting during Phase 1 or other meeting as agreed by both parties. * In line with the agreed Plan, facilitate relevant knowledge dissemination and industry engagement activities across the Contract lifecycle. | ***Knowledge Dissemination and Industry Engagement Plan***  ***End of first month from contract award*** |
| **R2 – Scoping and Planning of Research and Consumer Engagement** | | | |
| **R2-01** | **Evidence Review and Stakeholder Mapping** | **The Supplier shall:**   * Conduct a review of existing research into the barriers low income and vulnerable consumers face in the transition to a smart, flexible energy system. This activity is to encompass:   + Identification of sources to be included in the review, in addition to those set out in *Part 1 to this Specification of Requirements* – *Introduction and Background*   + Consideration and adoption of the most suitable approach to reviewing the various sources of evidence (e.g. rapid evidence assessment, systematic review, literature review)   + Robust assessment of information identified to produce thorough conclusions with supporting evidence. * Conduct a stakeholder mapping exercise, drawing on the evidence review, to produce a stakeholder map which clearly identifies key stakeholder groups, including low income and vulnerable consumers themselves but also potential third parties (such as relevant third sector organisations) who may be key to facilitating consumer engagement in the Plan as detailed below as well as parties who may be involved in the development of Innovation Solutions. * Use this evidence review and stakeholder mapping exercise to identify gaps in existing research to inform the Primary Research and Consumer Engagement Plan, as detailed below | **Evidence Review and Stakeholder Mapping Report**  ***1 month after Phase 1 commencement*** |
| **R2-02** | **Research and Consumer Engagement Plan** | **The Supplier shall:**   * Develop a ***Research and Consumer Engagement Plan***, that includes as a minimum: * **Identification of specific consumer groups to engage with throughout the research,** drawing on the evidence review and stakeholder mapping exercise above. The consumer groups should represent:   + A breadth of groups that fall in the low income and vulnerable bracket; and   + As a minimum the three high-risk groups identified in Project InvoLVe (tenants, low-income households, and those with energy-related health conditions). * **A detailed framework for effective consumer engagement** to support evidence gathering in Phase 1. As a minimum this should include:   + Recruitment methods – including:     - How participants will be recruited (sampling methodology) with details and justification of incentives (if using);     - The best way to engage the population (for example through existing community groups, individual contact, etc);     - How risks to recruitment and sampling will be mitigated.   + A robust ethical assessment to accompany the plan, which details:     - How informed consent will be obtained;     - How anonymity of the participants will be maintained;     - How potential harm will be minimised throughout participation in the study;     - How participant data will be protected and stored in accordance with GDPR.   + Details of how the supplier will ensure ongoing engagement with consumers[[6]](#footnote-7) during the development of the solutions in Phase 2 (participatory design), including:     - How consumer populations identified in the R2-01 will be consulted to test solutions in Phase 2;     - Details of how opinions and views will be sought and how they will contribute meaningfully to the design and development of the solutions[[7]](#footnote-8);     - Details on the frequency of contact between the consumers and the research team;     - Details on how feedback will be sought from the consumers at each stage of solution development and testing. * **Approach to delivering a robust piece of research**. As a minimum this should include:   + Methods to be used for undertaking primary qualitative and/or quantitative research of various forms (e.g. workshops, surveys and interviews), explaining the rationale for the methods selected;   + Approach to ensuring that an appropriate number of low income and vulnerable consumers are engaged as part of the process;   + How data collected will be analysed; this should include details of analysis techniques both for qualitative and quantitative data, and the rationale for using them;   + An overview of the secondary data sources expected to be used alongside primary sources. * **Plan for conducting research to identify types of Innovation Solution**, and/or specific Innovation Solutions, that have the potential to meet key Programme targets. * Share the ***Research and Consumer Engagement Plan*** with the Department for review and feedback, and work collaboratively with the Department to review, discuss and, where relevant, implement any agreed changes to the Plan. * Provide input and assistance to the Department in the preparation of a Data Protection Impact Assessment prior to commencing any processing. | ***Research and Consumer Engagement Plan***  ***2 months after Phase 1 commencement*** |
| **R3 - Delivery of Research and Scoping of Innovation Solutions** | | | |
| **R3-01** | **Research -Implementation** | **The Supplier shall**:   * Implement the ***Research and Consumer Engagement Plan*** as detailed at **R2-02** above in order to collect sufficient evidence to deliver **R3-02** below. * Adopt a flexible and iterative approach to implementation to enable robust data capture to answer key research questions, which should, as a minimum, include:   + What are the facilitators and barriers to the ability and/or willingness of low-income and vulnerable consumers to participate in a smart energy system?     - In what circumstances, why, and for whom, do the above facilitators and barriers occur?     - In what ways can innovation be used to strengthen any identified facilitators?     - In what ways can innovation be used to mitigate or overcome any identified barriers?   + In what ways can a smart energy system provide benefits to low income and vulnerable consumers, including through meeting their specific needs and solving their specific problems?   + What solution types could increase participation, through increased access, purchase and/or use of smart energy technologies?     - At what point in the consumer journey should these solutions be implemented? | ***Anticipated to be completed no later than 5 months after Phase 1 commencement*** |
| **R3-02** | **Innovation Solutions - Longlisting** | **The Supplier shall:**   * Develop an ***Initial Innovation Solutions Report*** that details findings per **R3-01** above and:   + Details the process to arrive at an initial long-list[[8]](#footnote-9) of proposed Innovation Solutions deemed to have the potential to satisfy relevant Service Requirements -as set out in this Specification of Requirements- and to be considered for further development.   + Includes a summary (*c250 words)* overview for each proposed Innovation Solution, including narrative around how this has the potential to meet key Programme targets.   + Sets out the process and criteria that will subsequently be used to down-select up to four (4) Innovation Solutions from the initial long-list. This process and criteria will be submitted to BEIS and will be subject to review approval at one of the monthly Project Review meetings, approval not to be unreasonably withheld.   + Sets out how the Supplier will select companies or organisation(s) to deliver each of the proposed Innovation Solutions, including:     - The process which will be followed in order to select an optimal delivery organisation able to deliver value for money throughout Phase 2;     - Procedures to ensure independence and objectivity throughout the process – identifying any organisations engaged to assist with this process;     - Proposals for benchmarking to ensure that proposed costs from each delivery organisation are in line with the wider market.   + Sets out a high-level plan for meaningful consumer engagement (e.g. participatory design) throughout the development and testing of the Innovation Solutions in Phase 2.   + Sets out a high-level plan for how each proposed solution would be tested, including: the broad approach to participant recruitment, an overview of the methodology to be used, a summary of how results will be analysed and reported, and a summary of risks and ethical considerations. | ***Initial Innovation Solutions Report***  ***No later than 5 months after Phase 1 commencement*** |
| **R3-03** | **Innovation Solutions – Shortlisting** | **The Supplier shall:**   * Produce a ***Final Proposed Innovation Solutions Report*** that:   + Details any additional findings from consumer research and engagement not included in the ***Initial Innovation Solutions Report***.   + Details how the process as detailed at R**3-02** above has been used to down-select up to four (4) Innovation Solutions from the initial long-list. It is anticipated that this will include a scoring matrix (or equivalent) analysis showing scores awarded for each long-listed project against weighted scoring metrics.   + For each of the Short-listed Innovation Solutions includes:     - An overview summary (*c500 words)* of the proposed Innovation Solution including target outputs.     - The metrics which will be used to monitor development and demonstrate effectiveness of the Innovation Solution across the three lenses of innovation: consumer appeal, technical feasibility and commercial viability.     - Location(s) of each Innovation Solution and detail of the facilities that will be utilised for development and testing in an environment indicative of the real world.   + Confirms which organisations will be responsible for ongoing development of each Innovation Solution during Phase 2[[9]](#footnote-10), detailing any change in the selection process proposed in R3-02, and the rationale behind this.   + Confirms access to required location(s)/facilities to enable development of each of the Innovation Solutions and testing of the Solutions with consumers in an environment indicative of the real world.   + Includes a ***Draft*** ***Phase 2 Innovation Solution Development Plan*** for each of the proposed Innovation Solutions presented in Gantt format or equivalent, with accompanying narrative, which:     - Is structured on a monthly basis;     - Sets out all key monthly tasks, milestones and deliverables for the development and testing of each proposed Innovation Solution;     - Highlights critical dependencies, risks and challenges for both development and testing of the Innovation Solution, and describes how these will be addressed or mitigated;     - Updates and expands on the high-level consumer engagement and testing plan set out in **R3-02** to:       * Set out a robust methodology for how the Innovation Solution will be tested. The precise approach chosen will need to be proportionate and appropriate for the Innovation Solution being developed, but the Supplier should consider such approaches as Randomised Controlled Trials, quasi-experimental approaches, pre-post designs, and/or theory-based methods.       * Provides a high level plan for how the different Innovation Solutions could be evaluated (Ex-post impact evaluation is out of scope for this project; however, the supplier should provide sufficient details to ensure that enough data is captured to ensure a thorough evaluation can take place at the appropriate time)Identify which consumer groups will be recruited for the testing, outline the number of consumers that should be recruited, and describe a participant recruitment strategy.       * Identify quantitative and qualitative data collection, analysis, and management requirements for testing of the Innovation Solution. Specifies how evidence gathered during testing will be synthesised and reported during and after delivery.       * Detail the ethical considerations and how they will be addressed.   + Contains a ***Phase 2 Project Cost Breakdown Form*** – template to be provided by the Department. These costs will inform production of the ***Phase 2 Milestone Payment schedule***. | ***Final Proposed Innovation Solutions Report***  ***No later than 6 months after Phase 1 commencement*** |
| **R4 – Stage-Gate Review** | | | |
| **R4-01** | **Stage-Gate Review** | **The Supplier shall:**   * Prepare a ***Phase 1 Summary Presentation*** to support the Stage Gate decision. This Presentation will summarise the key findings and outputs from the ***Final Proposed Innovation Solutions Report,*** including the Proposed shortlist of Innovation Solutions. * Attend a Stage Gate Review meeting. The exact meeting agenda and requirements will be confirmed by the Department at the earliest possible opportunity, but the Supplier can expect these to be consistent with the Stage Gate criteria as set out at **Part 6**.   **The Department shall**:   * Confirm the timing and content of the Stage Gate Review process at the earliest possible opportunity. * Provide written feedback which, for each of the proposed Innovation Solutions either[[10]](#footnote-11): * Approves for progression to the Phase 2. * Approves for progression to the Phase 2 subject to certain conditions precedent being met in a reasonable timeframe. * Declines for progression to the Phase 2.   **Progression to the Phase 2 is subject to BEIS’ approval at this point. The amount of funding available for Phase 2 will be agreed by BEIS and is dependent on the number and quality of the Innovative Solutions proposed for development.** | ***Phase 1 Summary Presentation***  ***Timing TBC*** |

### Phase 2 Requirements and linked Deliverables

Following confirmation of the scope and number of Innovation Solutions progressing to Phase 2 for development and testing, the Supplier will work to further develop the scope of the Solutions and to formally establish any partner or other commercial relationships necessary for development and testing.

Throughout the remainder of Phase 2 the Supplier will be responsible for developing the Innovation Solutions and conducting ongoing engagement and testing of the solutions with consumers.

The Supplier will also be required to share knowledge and disseminate key findings with the sector.

**Table 2.2 - Phase 2 - Detailed Requirements**

| **ID** | **Sub-Category** | **Requirement** | ***Deliverables and Target Deadlines*** |
| --- | --- | --- | --- |
| **R5 – Finalisation of Plans for Innovation Solution Development** | | | |
| **R5-01** | **Final Proposed Innovation Solutions Report** | **The Supplier shall:**   * Update the ***Final Proposed Innovation Solutions Report***, developed at Phase 1. The Report to now contain:   + An Appendix setting out any Conditions Precedent raised by the Department as part of the Stage Gate process and how these have been addressed.   + Finalised ***Innovation Solution Development Plans*** for each of the Innovation Solutions following the format as set out in **R3-03.**   **The Department reserves the right to withhold funding at this stage if either (i) Conditions Precedent raised as part of the Stage Gate process have not been satisfactorily addressed and/or (ii) The Department identified new issues which it reasonably believes may adversely impact on successful delivery of one or more of the proposed Innovation Solutions.** | ***Updated Final Proposed Innovation Projects Report***  ***No later than 1 month after Phase 2 commencement*** |
| **R6 – Development and Testing of Innovation Solutions** | | | |
| **R6-01** | **Innovation Solutions – Development and Testing** | **The Supplier shall:**   * Coordinate the day-to-day development of the agreed Innovation Solutions, activities to include:   + Clear communication with assigned BEIS Project Manager, BEIS Programme Manager and other relevant BEIS’ personnel or BEIS’ nominated individuals.   + Ensuring robust, ongoing communication channels with and between the Innovation Solutions being developed, if working with different partners and/or sub-contractors.   + Cascading lessons-learnt and best practice across the organisations developing each of the Innovation Solutions.   + Identification and escalation of risks and issues that might adversely impact on successful Innovation Solution delivery – e.g. resource availability, access to and suitability of facilities, budgetary issues, contractual matters – and communicating these with BEIS. * Track progress against agreed Innovation Solution milestones and Deliverables, activities to include:   + Use of a ***Phase 2 Project Plan*** – Gantt chart or equivalent – to track progress against agreed actions, milestones and target Deliverables.   + Immediate escalation to the BEIS Project Manager of risks deemed to have the potential to have a material adverse effect on delivery of the Innovation Solutions. * Ensure that innovation best-practice is followed throughout the Phase 2, activities to include:   + Ensuring all Innovation Solutions are delivered in line with the **Code of Practice for Research – Declaration 4** – guidance.   + Peer review and – where relevant – challenge of innovation methodologies being utilised across the Innovation Solutions * Actively monitor consumer engagement throughout the Phase 2 to ensure that:   + All relevant safety, ethical and legal requirements are met prior to, and during consumer engagement.   + All agreed Innovation Solutions are being developed alongside frequent engagement and testing with low income and vulnerable consumers during the solution development and testing phase. * Ensure effective management and mitigation of risks to include:   + Use of a ***Phase 2 Risk Register*** to track risks across the various Innovation Solutions being developed, deemed criticality and approach to mitigation.   + Immediate escalation to the BEIS Project Manager of risks deemed to have the potential to have a material adverse effect on Innovation Project delivery. * Delivery of all agreed Project Reports and other Deliverables in the format set out at Paragraph **A2-02** below, and to agreed deadlines. * Provide data and analysis to support ongoing monitoring of the Programme and NZIP KPIs as set out in ***Part 7***. | ***Phase 2 Project Plan***  ***Ongoing update / Monthly Reporting***  ***Phase 2 Risk Register***  ***Ongoing Update / Monthly reporting*** |
| **R6-02** | **Innovation Solutions - Progress Reporting** | To enable accurate and timely tracking of progress the Supplier shall:   * Provide ***Monthly Phase 2 Updates*** via a standardised proforma which will be agreed within a month of the outcome of the Stage Gate Review. As a minimum this will include:   + Summary overview of progress in relation to each Innovation Solution   + Phase 2 Project Plan update – As detailed at Paragraph **R6-01**   + Phase 2 Risk Management update – including Risk Register – As detailed at Paragraph **R6-01**. * Produce a ***Monthly Cost and Overhead analysis*** which will include as a minimum:   + Total costs and overheads incurred in the previous month.   + Analysis showing what proportion of costs and overheads incurred in the previous month are attributable to each of the Innovation Solutions.   + Total proposed invoice value for the month – Please note, all payments to other consortia members including Sub-contractors will be contingent on provision by the Supplier of satisfactory evidence of payment – e.g. invoice + bank statement. * Produce Detailed ***Quarterly Innovation Solution Progress Reports*** which will include as a minimum:   + Detailed analysis of the progression of each proposed Innovation Solution against defined metrics of the prior quarter.   + Analysis of engagements with low income and vulnerable consumers including key outcomes and findings.   + Updates on progress of testing each Innovation Solution, including interim findings where appropriate.   + Work planning for the next quarter including critical milestones and Deliverables. * Make provision for the BEIS Project Manager, Programme Manager or other relevant personnel to attend Consumer engagement of other Innovation Solution-related events or activities subject to sufficient notice of intent (at least 2 weeks’). * Participate, as required, in Project and Steering Group meetings during Phase 2, as detailed at ***Part 6*.** * Prepare materials to be presented at Steering Group meetings, to be circulated to Steering Group members ahead of scheduled meetings. | ***Phase 2 Monthly Updates via standardised proforma***  ***Last week of each month***  ***Innovation Solution Progress Reports***  ***Quarterly*** |
| ***R7 – Project Completion*** | | | |
| **R7-01** | **Final Reporting** | **The Supplier shall:**   * Produce a ***Final Project Report*** which:   + Summarises key findings and conclusions in relation to each of the Innovation Solutions.   + Outlines next steps, prioritising Innovation Projects deemed to have maximum scope for ongoing commercialisation.   + Details wider learning linked to opportunities for the establishment and expansion of new markets and businesses that focus on designing goods and services for low income and vulnerable groups. * Produce a ***Commercially Redacted Version*** of the ***Final Project Report*** which can be published by the Department in line with the protocols as set out at Section 1 Part 9 – ‘Ownership and Publication’. * Provide to the Department other outputs associated with delivery of each Innovation Solution. This will include, but not be limited to, reports, presentations, data. * Produces a report summarising knowledge dissemination and industry engagement activities carried out across the Contract lifecycle. | ***Final Project Report & Delivery of Solutions***  ***First draft no later than 28th Feb 2025***  ***Final – 31st March 2025***  ***Final Project Report – Commercially Redacted***  ***31st March 2025***  ***Other Innovation Solution Outputs***  ***31st March 2025*** |
| **R7-02** | **Ongoing Knowledge Dissemination and Information Sharing** | **The Supplier shall:**   * Provide the BEIS Energy Innovation Evaluation team, and external evaluators contracted by BEIS to deliver a theme-level evaluation of the Flexibility Innovation Programme, access to all Delivery team members – including sub-contractors – to participate in interviews, workshops or other information sharing events. * Participate in two anticipated Flexibility Innovation programme showcase events[[11]](#footnote-12). |  |

# Quality Assurance

Detail of internal Quality Assurance (QA) procedures should be provided in the bid, noting processes for both technical outputs and report writing. Any external QA accreditation should be referenced in bids. BEIS expects internal and external QA to be undertaken before an output is submitted to BEIS. Bidders should note that BEIS will undertake its own QA of project outputs.

The Prime Contractor shall be responsible for any work they or their consortium partner (if relevant) deliver and shall have robust quality assurance processes in place.

Sign-off for the quality assurance must be done by someone of sufficient seniority within the Bidder organisation to be able take responsibility for the work done. Acceptance of the work by BEIS will take this into consideration. BEIS reserves the right to refuse to sign off outputs which do not meet the required standard specified in the contract.

Unless otherwise agreed with the Department, reports to be delivered will include the following sections:

* Executive summary
* Introduction
* Methodology
* Results
* Conclusion and recommendations
* Annexes, for example outlining methodologies

In addition to the sources already referenced in this document, other useful sources of guidance and advice that Bidders may wish to consult in developing their Tender submission include but are not limited to:

* The Green Book[[12]](#footnote-13): appraisal and evaluation in central government.
* The Magenta Book: HM Treasury guidance on what to consider when designing an evaluation[[13]](#footnote-14)
* Quality in Qualitative Evaluation: A Framework for Assessing Research Evidence[[14]](#footnote-15) provides a framework for appraising the quality of qualitative evaluations.
* Rapid Evidence Assessment (REA). <http://www.civilservice.gov.uk/networks/gsr/resources-and-guidance/rapid-evidence-assessment/what-is>. This toolkit will help researchers to identify whether a Rapid Evidence Assessment is best for their needs and help with the process of planning and carrying out a review.

# Working Arrangements and Stage Gate Review

### Working Arrangements

The Prime Contractor will provide one named point of contact through whom all enquiries can be filtered. A BEIS Project Manager will be assigned to the Programme and will be the central point of contact.

The Prime Contractor will be responsible for monitoring and managing delivery of all Requirements and Deliverables as set out in *Section 2 – Specification of Requirements*. For the avoidance of doubt, this will include active management and escalation and resolution of issues arising with the performance of one or more Consortium members or Sub-contractors which might adversely impact on delivery of stated Requirements and Deliverables.

Throughout Phase 1 and Phase 2, there will be:

* Regular (weekly or fortnightly) Project Status meetings with key BEIS representatives to discuss progress and any issues arising.
* Monthly Project Review meetings with key BEIS representatives to discuss and agree the information presented in the monthly update report, as set out in *Section 2 – Specification of Requirements*, and any other issues as raised by the Supplier or BEIS.
* Quarterly Steering Group meetings. The Steering Group will be chaired by BEIS and is expected to have wider representatives potentially from relevant government departments, regulators, industry representatives, and consumer advocacy groups.

The Supplier will be expected to participate in, and provide content for, these meetings as required.

### Stage Gate Review

As detailed at *Part 2* to this Statement of Requirements, progression from Phase 1 to Phase 2 – and access to additional funding above the £500,000 (excluding VAT) maximum ring-fenced for Phase 1 - will be subject to a Stage Gate Review.

The Stage Gate Review will also be used to confirm the exact number of proposed Innovation Solutions that will be progressed to Phase 2. Where, in the reasonable opinion of the Department, the Services or Deliverables linked to provision of one or more of the proposed Innovation Solutions have been inadequately provided and do not meet Stage Gate requirements then, in line with *Section 17 Paragraph 4 of the Standard Terms and Conditions,* both parties acting reasonably will work to agree a reduced level of funding to meet remaining costs and overheads necessary for delivery of those Innovation Solutions which have been agreed for progression to Phase 2.

Details of the Stage Gate Review process will be discussed and agreed with the Supplier at the earliest possible opportunity before Stage Gate Review commencement – the process is likely to include BEIS seeking assurance on:

* **Solution specific criteria:**
  + The proposed solutions are bespoke and are not already a priority elsewhere within the NZIP programme.
  + The proposed solutions are actionable within the short-term.
  + There is a route to commercial viability.
  + The solutions address the needs of one or more low income and vulnerable consumer group and can achieve a step-change in their ability to participate and benefit from engagement in a smart energy system.
  + Value for money for HM Government.
* **Programme specific criteria:**
  + Progress against expected benefits and any major, relevant external factors.
  + Whether the programme is meeting its objectives.
  + Confirmed / continued alignment with BEIS policy priorities.
  + Whether the programme is managing the following effectively:
    - Project monitoring
    - Risks
    - Benefits
    - Evaluation/ project KPIs
    - Stakeholder engagement
  + Assessment of current spend and forecast for future spend profile.

# Key Performance Indicators

### Net Zero Innovation Portfolio (NZIP) KPIs

BEIS requires all funded projects under the Net Zero Innovation Portfolio (NZIP) to report on key performance indicators (referred to as NZIP KPIs) to provide a consistent approach to reporting evidence and to track and measure key outputs, outcomes, and impacts. The evidence collected is used to demonstrate the impact of the NZIP on achieving the government’s Net Zero ambitions and is necessary to be able to run future competitions.

Project lead organisations will be required to report on KPIs at various intervals for each project, including at the start of the project, during project delivery, at project closure, and for three years after project closure. BEIS will supply funded projects with a reporting template to complete at set intervals, and recipients are expected to return the template to their Monitoring Officer upon completion, who will review and quality-assure it. At project start, your BEIS Monitoring Officer will provide further details about the calculation of these KPIs and assist with the initial completion and measurement.

Please note that it may at times be necessary to make changes to the NZIP KPIs, data collection modes or frequencies. We will endeavour to keep all changes to a minimum and communicate any implications to you via the Monitoring Officers in advance of collection.

Beyond these NZIP KPIs, BEIS conducts independent evaluations of many of its programmes. The funded project organisation will be required to collaborate in reasonable evaluation activities, including, but not limited to, providing programme specific KPIs, completing questionnaires or surveys, participating in interviews and workshops, communicating the learnings from the project, providing costs/sales data and elaboration of any of the measures covered in the NZIP KPIs.

BEIS will be collecting the following KPIs for the Inclusive Smart Solutions Programme, with data provided by the BEIS Project Manager marked in *italics*. Not all data will be collected annually.

**Table 2.3 - NZIP KPIs**

| **KPI** | **KPI description** | **Metrics** |
| --- | --- | --- |
| KPI 1 | *Number of NZIP projects supported* | *Project start and completion.* |
| KPI 2 | *Number of NZIP projects that have met objectives* | *Extent to which project objectives have been met to date*  *Change in objectives and reasons for change* |
| KPI 3 | *Number of organisations supported to deliver the project* | *Lead partner delivering the project: name, organisation size and number and type of jobs supported within the organisation to deliver the project.*  *Other partner organisations involved in delivering the project as named on the Contract or Grant: name, organisation size and number and type of jobs supported within the organisation(s) to deliver the project.* |
| KPI 4 | Number of active contractual and non-contractual business relationships supported | * Number of contractual relationships: name and type of contractual relationship. * Number of informal non-contractual business relationships: name and type of non-contractual relationship * Extent to which your organisation expanded its network of business relationships as a result of the project |
| KPI 5 | Advancement of Low Carbon Solutions – Technology Readiness Levels | Covers both current and anticipated levels (e.g. by project closure or by a specified future date) |
| KPI 7i | Reduction in the unit cost of energy | Including:   * Capital and operating cost reduction * Calculation of potential benefits in 2032 * Alternative approaches are available where above data is not available |
| KPI 7ii | Increase in energy efficiency / Reduced energy demand | Including:   * Reduction in energy used in MWh * Calculation of potential benefits in 2032 * Alternative approaches are available where above data is not available |
| KPI 7iii | Increase in energy system flexibility | Including:   * The peak power which could be controlled through the flexibility technology (MW) * The duration of the controlled load, generation or storage capacity (hours) * Calculation of potential benefits in 2032 |
| KPI 8 \* | Steps towards commercialisation of the innovation including sales in the UK and internationally | Including:   * Steps towards commercialisation incl. licensing agreements, commercial partnerships, product certifications etc. if taken and national/international standards passed * UK and International sales secured and their value. |

\* BEIS will measure this outcome (KPI 8) over the longer term – but related targets and attainment will not form part of the assessment of the application, nor of satisfactory completion of the contract itself. BEIS will expect the successful Bidder to fulfil an obligation however, to submit an update of progress on this KPI at least annually, for a period of three to five years following completion.

### Contract KPIs

Information on the specific KPIs and scoring methodology can be found in Table 2.4 below. The approach to performance management KPIs is outlined below.

The RAG (Red/Amber/Green) status will be used to measure progress and monitor general performance of suppliers achieving KPIs. We intend the tracking of KPIs and quality to be in partnership with BEIS and the Contractor.

KPIs will be used to align the Contractor's performance with the requirements of the Authority. KPIs will be realistic and achievable. The Authority reserves the right to amend the existing KPIs detailed below or add new KPIs throughout delivery with agreement of the Contractor. Any such changes will be confirmed in writing.

Performance against KPIs will need to be monitored by the Contractor and reported to the Authority on a monthly basis. The Authority reserves the right to request reporting of KPIs on a more frequent basis if performance levels suggest increased monitoring is required.

Performance of each KPI will be recorded against a red, amber, green “score”, as described below. Performance against each KPI should be submitted monthly along with the invoice for each invoicing period and will be discussed along with monthly progress reports at the monthly project update meetings. KPIs must maintain a green rating in order to demonstrate that the service is being delivered to an adequate quality.

Scoring methodology for KPI criteria:

**Green score:** If a green score has been awarded to a KPI then no further action is required from the Contractor, with the exception of continuing activities to maintain this score for the next reporting period.

**Amber score:** If an amber score is awarded, the Contractor should examine and implement measures to prevent this KPI being scored an amber or below in subsequent reporting periods. The Authority will not expect formal improvement measures at that stage. If a single KPI is awarded amber in two consecutive invoice periods, or twice in four consecutive invoicing periods then the Contractor should create a Remediation Plan at their own cost. This should detail how they will change their practices to prevent another amber score being awarded for this KPI. The timeline for producing this Remediation Plan should be agreed between the Authority and the Contractor and should only be implemented following approval by the Authority. The Authority reserves the right to terminate the Contract if a satisfactory Remediation Plan cannot be agreed.

**Red score:** If a red score is awarded on each monthly review, formal improvement measures. If a single KPI is awarded red in an invoice period, then the Contractor should create a Remediation Plan at their own cost.

If the Contractor scores a red in the same KPI in any subsequent period throughout the duration of the Contract, the Authority reserves the right to terminate the Contract. The Authority also reserves the right to terminate this Contract based on a red score without requesting a Remediation Plan (as in Amber), if it is of the Authority’s view that a material default has occurred. The Authority reserves the right to suspend, or partially terminate this Contract, while a Remediation Plan is being developed and agreed, where there is justification to do so.

**Table 2.4 - Contract KPIs**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| KPI Ref | KPI Criteria | KPI Measure | KPI Rating | | |
| KPI 1 | Co-ordination and management of resource | Delivery of appropriate type and level of resource required to meet the requirements outlined in Section 2 Part 4. Resource is in place and/or any gaps in resource are filled within 5 Work Days of identified business need (unless both Parties agree otherwise). | 4 or more occasions where resource is not in place and or gaps are not filled within 5 Work Days of identification of business need. | 1-3 occasion where resource is not in place and or gaps are not filled within 5 Work Days of identification of business need. | Meets expectations -appropriate level of resource delivered, resource in place and any gaps filled within 5 Work Days of identification of business need. |
| KPI 2 | 100% of the deliverables delivered to the standard and timescales as agreed with the Authority | Project deliverables outlined in Section 2 Part 4 delivered to the standard agreed with the Authority and in the timelines referenced in Section 2 Part 4. | 85% or less delivered to the standards or timelines agreed by the Authority | 86-99% delivered to the standards or timelines agreed by the Authority. | Meets expectations -  Reports are delivered to the standards and timelines agreed with the Authority. |

**Section 3**

**Evaluation**

Invitation to Tender for: Inclusive Smart Solutions

Tender Reference Number: Prj\_220

Deadline for Tender Responses: 17th April 2023 14:00

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# Evaluation Overview

The ITT process will be conducted to ensure that bids are evaluated fairly and transparently, in accordance with agreed assessment criteria.

After reviewing and evaluating the written proposals, BEIS may decide to hold bid clarification sessions with Bidders.

Written feedback to unsuccessful Bidders will be provided.

Prior to commencing the formal evaluation process, the Department will undertake a compliance check of Bidders to assess whether the Tender complies with the requirements of this ITT, including answering all the relevant questions as included at ***Section 3 - Evaluation***.

Where Bidders have not followed Department instructions for completion and submission of a Tender, as set out in this ITT and associated Annexes and Schedules, then they shall be excluded from the ITT process and their bid will not be assessed.

Each Bidder shall identify one named point of contact through whom all enquiries can be filtered. A BEIS Project Manager will be assigned to the project and will be the central point of contact.

Provided Bidders are not excluded pursuant to the instructions set out in this ITT, the evaluation procedure is divided into three key stages:

1 - Pass / Fail evaluation - The Department will first assess responses to the Pass/Fail questions in accordance with Part 2 below (“**Pass/Fail** **Stage**”).

2 - Quality evaluation - The Department will then assess responses to the Quality Questions in accordance with Tables 3.3 and 3.4 below (“**Quality Stage**”).

3 - Price evaluation – The Department will assess Pricing responses Template in accordance with Paragraph 4.3 below (“**Price Stage**”).

The total score available for quality and price is as follows:

**Table 3.1 - Quality: Price Scoring weightings**

|  |  |
| --- | --- |
| **Criteria** | **Weighting** |
| **Quality** | |
| Criterion 1 – Approach and Methodology | *30%* |
| Criterion 2 – Project Team, Skills and Resourcing | *20%* |
| Criterion 3 - Project Management and Risk | *20%* |
| Criterion 4 – Social Value | *10%* |
| **Sub-total Quality Score** | **80%** |
| **Price** |  |
| Phase 1 – Capped priced submission | *12.5%* |
| Phase 2 – Forecast Project Management costs | *7.5%* |
| **Sub-total Pricing Score** | **20%** |
| **Total** | **100%** |

# Pass/fail evaluation

Bidders will be assessed on a Pass/Fail basis against the following criteria:

**Table 3.2 - Pass/Fail Questions**

|  |  |  |
| --- | --- | --- |
| **Reference** | **Question** | **Scores Available** |
|  | **Mandatory Pass/Fail Questions** | |
| Declaration 1 | Statement of non-collusion | Pass/Fail |
| Declaration 2 | Form of Tender | Pass/Fail |
| Declaration 3 | Conflict of Interest | Pass/Fail |
| Declaration 4 | Standard Supplier Questionnaire | Pass/Fail |
| Declaration 5 | The General Data Protection Regulation Assurance Questionnaire for Suppliers | Pass/Fail |
| Declaration 6 | Code of Practice | Pass/Fail |

# Quality evaluation

Bidders will be assessed against their responses to the five Quality questions as set out at *Part 2 to Section 3* – *‘Required Quality question responses’*

The scoring scheme for use in the Quality question evaluation is set out in the table below:

**Table 3.3 - Quality Question Scoring Scheme**

|  |  |
| --- | --- |
| **Score** | **Description** |
| 1 | **Not Satisfactory**: There is no evidence to very little evidence that the question has been satisfactorily answered and major omissions are evident. |
| 2 | **Partially Satisfactory**: There is little evidence that the question has been satisfactorily answered and some omissions are evident. Much more detail is needed. |
| 3 | **Satisfactory**: There is reasonable evidence that the question has been satisfactorily addressed but some omissions are still evident and further detail is needed. |
| 4 | **Good**: The question has been well addressed with a good evidence base, with only minor omissions or lack of detail. |
| 5 | **Excellent**: There is clear evidence that the question has been completely addressed in all aspects, with questions answered clearly, concisely with a strong evidence base. |

For the five Quality questions, Bidders will be required to achieve the following ‘Minimum Acceptable Threshold Score’.

**Table 3.4 - Quality Questions - Minimum Acceptable Thresholds**

|  |  |
| --- | --- |
| **Question** | **Minimum Acceptable Threshold Score** |
| **Quality Questions** | |
| 01 – Approach and Methodology | 2 – Partially Satisfactory |
| 02 – Project Team, Skills and Resources | 2 – Partially Satisfactory |
| 03 - Project Management and Risk | 2 - Partially Satisfactory |
| 04 – Social Value | 2 - Partially Satisfactory |

If a Bidder’s response achieves a score below the Minimum Acceptable Threshold Score for any of the questions outlined above, then the Tender will be deemed non-compliant, and the Bidder will be excluded from taking any further part in the Contract. We will notify any Bidders who have been excluded from taking any further part in the Contract and provide reasons.

# 4. Pricing evaluation

### Phase 1

* 12.5% out of the total Pricing weighting of 20% is awarded in relation to Bidder’s Phase 1 Pricing submissions.
* Bidders are asked to complete all relevant fields in **the Project Cost Breakdown Form** included as an electronic attachment to the ITT.
* Bidders should include all forecast costs and overheads required to deliver the Requirements as set out at **Section 2 Part 4.1 ‘Phase 1 Requirements’.**
* Maximum budget for Phase 1 costs and overheads is **£500,000** (excluding VAT).
* Bidders will be assessed based on their Total Project Costs figure as calculated at cell **E29** on the ‘Summary’ tab of their Project Cost Breakdown Form.

### Phase 2

* 7.5% out of the total Pricing weighting of 20% is awarded in relation to Bidder’s estimates of Project Management Costs.
* The Department recognises that Bidders’ forecasts of Project Management Costs may be influenced by the results of Primary Research at Phase 1. Phase 1 results may for example, influence whether a Supplier chooses to sub-contract delivery of one or more of the proposed Innovation Solutions resulting from Phase 1 activities. Reflecting this, Bidders are required to complete the ‘Phase 2’ tab of the Project Cost Breakdown Form with Phase 2 Project Management Cost estimates in two scenarios:
  + ***Scenario 1*** – All four of the proposed Innovation Solutions resulting from Phase 1 are well-aligned to the delivery capabilities of the Supplier (including all consortia partners). No additional sub-contracting is required.
  + ***Scenario 2*** – Two of the four proposed Innovation Solutions resulting from Phase 1 activities do not align with the delivery capabilities of the Supplier (including all consortia partners). As a result, delivery of two of the four Innovation Solutions must be sub-contracted to new delivery partners.
* Under both Scenarios Bidders should assume that:
  + ‘Phase 2 Project Management Costs’ are defined as all costs and overheads incurred in relation to the coordination, communication, governance, reporting, and other management activities necessary to satisfy the Requirements as set out in the following sections of the Specification of Requirements Part 4.2 Table 4.3.
* A2-01 – Innovation Solutions – Development and Testing
* A2-02 – Innovation Solutions – Progress Reporting
  + Throughout the Contract period the Department satisfies all of its Project and contractual obligations as set out within the ITT documentation; and
  + All four Innovation Solutions – and associated Deliverables - are successfully delivered in line with Requirements as set out at Section 2 Part 4 – ‘Specification of Requirements’.

Scores will be awarded as follows:

**Phase 1 Pricing – 12.5%**

The Bidder(s) submitting the lowest price will receive a maximum score of 12.5%.

All other Bidders will then be scored on a proportionate basis as set out below.

|  |  |  |
| --- | --- | --- |
| Bidder | Price (net VAT) | Score – maximum of 12.5% |
| 1 (lowest price) | £425,000 | 12.5% |
| 2 | £450,000 | £425,000/£450,000 \* 12.5% = 11.81% (2 d.p.) |
| 3 | £500,000 | £425,000/£500,000 \* 12.5% = 10.63% (2 d.p.) |

**Phase 2 Forecast Project Management Costs Pricing – 7.5%**

The Bidder(s) submitting the lowest average forecast Project Management Cost for the two scenarios will receive a maximum score of 7.5%.

All other Bidders will then be scored on a proportionate basis as set out below.

|  |  |  |
| --- | --- | --- |
| Bidder | Project Management Costs - average | Score – maximum of 7.5% |
| 1 (lowest average cost) | £75,000 | 7.5% |
| 2 | £150,000 | £75,000/£150,000 \* 7.5% = 3.75% (2 d.p.) |
| 3 | £300,000 | £75,000/300,000 \* 7.5% = 1.88 % (2 d.p) |

# 5. Qualitative Evaluation Criteria

|  |  |  |  |
| --- | --- | --- | --- |
| **Criterion 1** | **Approach and Methodology** | | |
| Weighting | 30% | Maximum Page Count | 8 Pages |
| **Guidance**  **Bidders’ responses will be assessed against four key areas:**   1. **Understanding of overarching Project Requirements**  * Bidders should demonstrate a clear understanding of the key Project aims and objectives as detailed at ***Section 2* *Parts 1,2 and 3*.** Responses should also detail:   + The proposed approach to ensuring consideration will be given to the recommendations of Project InvoLVe.  1. **Approach to research and consumer engagement**  * Bidders should set out their proposed approach to research and consumer engagement, including outlining their strategy for participant recruitment as detailed at ***Section 2 Part 4.1.*** Responses should also detail:   + The proposed method of identifying which consumers to engage with within the necessary timelines.   + How consumers will be encouraged to participate and how ongoing participation of consumers will be achieved.   + The Project team’s current access to consumer groups and a communication/engagement plan to extend existing samples. Bidders are encouraged to consider how consumer advocacy groups can be leveraged to identify suitable consumers.   + The proposed approach to conducting a robust ethical assessment of the research plan, including how consumers will be protected throughout the delivery of the research and testing and any renumeration for their participation.   + The proposed approach to data processing, including how personal data will be protected.   + The proposed approach to answering the research questions outlined in Section 2 Part 4.1 **R3-01** (and any additional research questions), including the methods for collecting evidence.   + The potentially relevant sources of secondary data that the Project Team has access to or could access in order to support the collection of evidence during Phase 1.  1. **Scoping, development, and testing of Innovation Solutions**  * Bidders should set out their proposed approach to scoping, development and testing of Innovation Solutions, as detailed at ***Section 2 Part 4.1 and Part 4.2.*** Responses should also detail:   + How Phase 1 findings will be captured and reflected in the scoping and design of potential Innovation Solutions.   + Process to short-list up to four Innovation Solutions for consideration at the Stage Gate Review, taking into consideration the impact the proposed Solution would have on increasing access, purchase and/or use of smart technologies, products and services.   + How the effectiveness and benefits of each solution will be assessed.   + How to ensure independence and objectivity throughout the long- and short-listing process.   + How a participatory design approach will be sustained throughout.   + Key metrics against which success will be measured – alongside KPIs stated at ***Section 2 Part 7***.   + The approach to finding and establishing relationships with new partners and/or sub-contractors with the relevant skills and resources to develop the shortlist of proposed Innovation Solutions, where relevant.  1. **Knowledge Sharing and Information Sharing**  * Bidders should set out their proposed approach to Knowledge Sharing and Information dissemination as detailed at ***Section 2 Part 4.1 R1-02***. Responses should also detail:   + Proposed engagement and knowledge dissemination events and activities. | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Criterion 2** | **Project Team, Skills, Expertise and Resourcing** | | |
| Weighting | 20% | Maximum Page Count | 4 pages + CVs as required – *CVs to be submitted as one PDF attachment* |
| **Guidance**  Responses should include:   * An organogram and high-level resource plan clearly detailing:   + All current Project team members and the roles they are expected to fill at Phase 1 and/or Phase 2.   + Any current Phase 1 or Phase 2 roles which remain unfilled – with explanatory narrative around how these will be filled to be provided in the main body response. * The relevant skills, qualifications, and expertise of main Project team members mapped against key requirements as set out at ***Section 2 Part 4*.** Summary CVs for relevant personnel – maximum one side per person – may be attached to your application. * Details of projects completed in the last five (5) years by Project team members that you consider of relevance to this ITT including key lessons learnt. * Strategies for future resourcing. Specifically, responses should set out proposed arrangements for changing Project Team composition going forward to ensure that development of the proposed Innovation Solutions at Phase 2 can be appropriately resourced with relevant expertise. * A description of the Project team’s governance structure and quality management standards, including a description of how the Project team will quality assure both technical outputs and report writing. Any relevant external QA accreditation should also be referenced. | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Criterion 3** | **Project management and risks** | | |
| Weighting | 20% | Maximum Page Count – *Not including Project Plan*  Risk Proforma – Maximum Page Count | 3 Pages  4 Pages – Arial font 11 |
| **Guidance**  Project Management  Responses should include:   * A separate A3 Gantt chart Project Plan – or similarly detailed Project Plan attachment which:   + Is structured on a monthly basis for Phase 1 and then quarterly for Phase 2   + For Phase 1:     - Clearly sets out key monthly tasks and milestones associated with the production of project Deliverables as set out at ***Section 2 Part 4****.*     - Highlights critical dependencies with accompanying narrative to be provided within the main body response.   + For Phase 2:     - Summarises key quarterly tasks and assumed milestones to meet subsequent project Deliverable requirements.     - Identifies any critical dependencies linked to achieving overarching Competition requirements. * Accompanying narrative detailing how you will ensure effective and appropriate project management throughout the Project Phases. * A description of the escalation process that will be put in place by the Prime Contractor should BEIS have issues with Supplier performance – including that of the Prime Contractor. This should include the name and role of individuals with whom BEIS should raise performance issues.   Risk  Bidders’ responses should include:   * Completion of the provided Risk Proforma what they regard as the five (5) key risks to successful delivery of all Requirements as set out at ***Section 2 Part 4***. The Risk Proforma should be populated with:   + A summary of the risk – including dependencies   + The potential risk impact; and   + Proposed approach to risk mitigation * Bidders are encouraged to consider the risks associated with conducting research and engagement with low income and vulnerable consumers in their response, as referred to in ***Section 1******Part 11*** of this ITT. | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Criterion 4** | **Social Value** | | |
| Weighting | 10% | Maximum Page Count | 2 Pages |
| **Guidance**  The Department is committed to maximising [Social Value](https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts) effectively and comprehensively through the Flexibility Innovation Programme.  **Theme**  Theme 2 - Tackling economic inequality  **Policy Outcomes**   * Create new businesses, new jobs and new skills * Increasing supply chain resilience and capacity   **Question**  Please set out how the commitments your organisation will make to support delivery of one or both of the Policy Outcomes and to deliver against one of more of the Social Value Model Award Criteria as set out below:  **Model Award Criteria (MAC) References**  **MAC2.1:** Create opportunities for entrepreneurship and help new organisations to grow, supporting economic growth and business creation  **MAC2.2:** Create employment and training opportunities particularly for those who face barriers to employment and/or who are located in deprived areas, and for people in industries with known skills shortages or in high growth sectors.  **MAC2.3:** Support educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognised qualifications.  **MAC 3.1**: Create a diverse supply chain to deliver the contract including new businesses and entrepreneurs, start-ups, SMEs, VCSEs and mutuals.  **Guidance**  Your response should include the following details:   1. Your Method Statement, stating how you will achieve this and how your commitment meets the Requirements. 2. A timed project plan with processes demonstrating how you will implement your commitment and by when and highlighting any key dependencies; 3. Your approach to performance monitoring, measurement and reporting on your commitments within the Method Statement requested above. You should include but not be limited to:    1. Use of metrics    2. Tools/processes used to gather data    3. Reporting    4. Feedback and improvement | | | |

# Appendix 1 – Project Cost Breakdown Form – Guidance on Completion

**Overview**

The BEIS Project Cost Breakdown Form is a standard template used to capture costs and overheads to inform multiple procurement competitions of varying size and scope. As a result, whilst it contains multiple green input tabs, not all will require completing, particularly for lower value or less complex procurements.

**Inclusive Smart Solutions ITT – Mandatory input tabs**

**Phase 1**

Forecast costs and overheads in relation to Phase 1 should be captured on the tabs below – subject to a cumulative maximum of £500,000 (excluding VAT).

**Labour & Overhead Costs tab**

For all Project team members for whom the Bidder wishes to recover costs or overheads they must complete all light blue input cells (columns C,E,G,I and M) following the example format provided at Row 18.

Bidders should also describe their method of calculating overheads and how they are applied to labour costs in the text box at Rows 49 – 55.

**Phase 1 – Qtly Breakdown tab**

At columns G and H Bidders should provide a quarterly profile for each Cost or Overhead category where £ amounts have been entered. Please note the FY23-24 totals at column J must equal the equivalent total on the ‘Summary’ tab – Thus the ‘Total Labour costs’ figure at cell J10 of the Phase 1 Project Qtly Breakdown tab must equal the ‘Total Labour Costs’ figure at cell E15 of the ‘Summary’ tab.

**Flex Inclusive Smart Solutions ITT – Other potential input tabs**

Bidders intending to claim eligible Travel and Subsistence Costs must complete the relevant blue input fields in the **Travel & Subsistence tab.**

Applicants intending to utilise one or more Sub-Contractors must complete the relevant blue input fields in the **Sub-Contract Costs tab.**

Bidders intending to claim for other costs should complete the relevant light blue input cells in either the **Material Costs, Capital Equipment or Other Costs tab.** This should include full justification for costs being claimed in the description column.

**Phase 2**

Forecast Project Management costs and overheads in relation to Phase 2 should be captured on the dark blue ‘Phase 2’ tab only.

For the two Scenarios as detailed at *Section 3 - Part 4 - Pricing Evaluation Paragraph 4.2 – ‘Phase 2’* Bidders are required to provide forecast Phase 2 Project Management Costs[[15]](#footnote-16) for the following:

* **Total Labour Costs including overheads** - Using light blue ‘Days’ and ‘Blended Day Rate’ input cells on Row 14 and, where relevant.
* **Total Sub Contract Costs** – Using the light blue ‘Total’ input cells on Row 16.
* **Total Other Costs** – Using the light blue ‘Total’ input cells on Row 18.

Bidders will be evaluated on their Average forecast Phase 2 Project Management Costs as calculated at cell U20 of the Phase 2 tab.

**Section 4**

**Declarations to be agreed by the Bidder**

Invitation to Tender for: Inclusive Smart Solutions

Tender Reference Number: Prj\_220

Deadline for Tender Responses: 17th April 2023 14:00

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**Declarations 1-6 to be completed in the qualification envelope within Jaggaer application portal.**

# Declaration 1: Statement of non-collusion

To: The Department for Business, Energy & Industrial Strategy

1. We recognise that the essence of competitive tendering is that the Department will receive a bona fide competitive tender from all persons tendering. We therefore certify that this is a bona fide tender and that we have not fixed or adjusted the amount of the tender or our rates and prices included therein by or in accordance with any agreement or arrangement with any other person.

2. We also certify that we have not done and undertake not to do at any time before the hour and date specified for the return of this tender any of the following acts:

1. communicate to any person other than the Department the amount or approximate amount of our proposed tender, except where the disclosure, in confidence, of the approximate amount is necessary to obtain any insurance premium quotation required for the preparation of the tender;
2. enter into any agreement or arrangement with any other person that he shall refrain for submitting a tender or as to the amount included in the tender;
3. offer or pay or give or agree to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person doing or having done or causing or having caused to be done, in relation to any other actual or proposed tender for the contract any act, omission or thing of the kind described above.

3. In this certificate, the word “person” shall include any person, body or association, corporate or unincorporated; and “any agreement or arrangement” includes any such information, formal or informal, whether legally binding or not.

# Declaration 2: Form of Tender

To: The Department for Business, Energy & Industrial Strategy

1. Having considered the invitation to tender and all accompanying documents

(including without limitation, the terms and conditions of contract and the Specification) we confirm that we are fully satisfied as to our experience and ability to deliver the goods/services in all respects in accordance with the requirements of this invitation to tender.

2. We hereby tender and undertake to provide and complete all the services required to be performed in accordance with the terms and conditions of contract and the Specification for the amount set out in the Pricing Schedule.

3. We agree that any insertion by us of any conditions qualifying this tender or any unauthorised alteration to any of the terms and conditions of contract made by us may result in the rejection of this tender.

4. We agree that this tender shall remain open to be accepted by the Department for 8 weeks from the date below.

5. We understand that if we are a subsidiary (within the meaning of section 1159 of (and schedule 6 to) the Companies Act 2006) if requested by the Department we may be required to secure a Deed of Guarantee in favour of the Department from our holding company or ultimate holding company, as determined by the Department in their discretion.

6. We understand that the Department is not bound to accept the lowest or any tender it may receive.

7. We certify that this is a bona fide tender.

…………………………………………………………………………........

Signature (duly authorised on behalf of the tenderer)

…………………………………………………………………………………

Print name

………………………………………………………………………….

On behalf of (organisation name)

………………………………………………………………………….

Date

# Declaration 3: Conflict of Interest

I have nothing to declare with respect to any current or potential interest or conflict in relation to this research (or any potential providers who may be subcontracted to deliver this work, their advisers or other related parties). By conflict of interest, I mean, anything which could be reasonably perceived to affect the impartiality of this research, or to indicate a professional or personal interest in the outcomes from this research.

Signed …………………………………….

Name …………………………………….

Position …………………………………….

***OR***

I wish to declare the following with respect to personal or professional interests related to relevant organisations\*;

* X
* X

*Where a potential conflict of interest has been declared for an individual or organisation within a consortium, please clearly outline the role which this individual or organisation will play in the proposed project and how any conflict of interest has or will be mitigated.*

* X
* X

Signed …………………………………….

Name …………………………………….

Position …………………………………….

Please complete this form and return this with your ITT documentation - Nil returns **are** required.

**\*** These may include (but are not restricted to):

* A professional or personal interest in the outcome of this research.
* For evaluation projects, a close working, governance, or commercial involvement in the project under evaluation.
* Current or past employment with relevant organisations.
* Payment (cash or other) received or likely to be received from relevant organisations for goods or services provided (Including consulting or advisory fees).
* Gifts or entertainment received from relevant organisations.
* Shareholdings (excluding those within unit trusts, pension funds etc) in relevant organisations.
* Close personal relationship or friendships with individuals employed by or otherwise closely associated with relevant organisations.

***All of the above apply both to the individual signing this form and their close family / friends / partners etc.***

If your situation changes during the project in terms of interests or conflicts, you must notify the Department straight away.

A DECLARATION OF INTEREST WILL NOT NECESSARILY MEAN THE INDIVIDUAL OR ORGANISATION CANNOT WORK ON THE PROJECT; BUT IT IS VITAL THAT ANY INTEREST OR CONFLICT IS DECLARED SO IT CAN BE CONSIDERED OPENLY.

# Declaration 4: Standard Selection Questionnaire

***Financial Viability Checks:***

*BEIS will undertake financial viability checks on all provisionally successful Suppliers. Where there is more than one organisation in the bid consortia, required financial information (see below) should be provided for any entity who is forecast to deliver at least 25% of the Contract by value – including sub-contractors. Bidders may be asked to respond to clarification questions linked to these financial viability checks and, where relevant asked to provide satisfactory evidence of how identified financial risks are being actively managed and mitigated.*

*Tests of financial viability will be conducted in line with industry best practice. They may include (but are not limited to):*

* *whether the organisation/company and/or ultimate parent company or guarantor[[16]](#footnote-17) has sufficient liquidity (it is capable of covering its short-term commitments).*
* *whether the organisation/company and/or ultimate parent company or guarantor is financially autonomous (it is capable of covering its debt costs); and,*
* *whether the organisation/company and/or ultimate parent company or guarantor is solvent (it is capable of covering its medium and long-term commitments).*

*BEIS will also use Dun & Bradstreet to assist them with their financial due diligence and will request Dun and Bradstreet to provide comprehensive reports on the preferred Bidder/s.*

*BEIS will review the Dun and Bradstreet report prior to notifying Bidders of the Tender result and may need to check [with Bidders] that the information within the report is correct.*

*Suppliers assessed with a high financial risk status may not be awarded a contract at this stage we will revert to the bidder to discuss further.*

*Required Financial Information*

*Checks will include reviewing the latest independently audited accounts filed on the Companies House database. Where a company or organisation is not required to file accounts with Companies House, other financial information will be requested to enable an appropriate financial viability review to be undertaken. This might include:*

* *A copy of last two years accounts as filed with Companies House; or*
* *A copy of last two years accounts – if not obliged to file with Companies House, or*
* *A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this company or organisation.*
* *Alternative means of demonstrating financial status if any of the above are not available (for example, forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).*

*If you are bidding as a new Project company, we will review letters of support from Project partners / investors and may also review the financial statements of each partner.*

*Parent Company Guarantees and other potential mitigations*

*Where any entity who is forecast to deliver at least 25% of the Contract by value any applicant is a special purpose vehicle (SPV), BEIS will require a parent company guarantee(s) (PCG) from relevant companies or organisations. BEIS shall accept this as satisfying the applicant’s financial viability checks subject to the necessary financial viability checks being performed on the parent company to BEIS’ satisfaction.*

*The Department may also, at its discretion require PCGs or other satisfactory mitigations to be put in place in relation to other provisionally successful Bidders, ahead of Contract award. Acceptable mitigations may include, but are not limited to those set out in Section 3 of the* [*Government and Commercial Function’s Assessing and Monitoring the Economic and Financial standing of Bidders and Suppliers (publishing.service.gov.uk).*](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/987132/Assessing_and_monitoring_the_economic_and_financial_standing_of_suppliers_guidance_note_May_2021.pdf)

*Where provisionally successful Bidders are unable to provide mitigations to BEIS’ satisfaction, they will be excluded from the ITT process.*

Financial Viability checks Post-Contract Award

During the Contract period, successful Bidders must provide to BEIS all subsequent year end accounting data – audited or alternative as set out above – within 30 days of accounts being issued, and this will be subject to the same scrutiny as set out above.

**Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.**

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion[[17]](#footnote-18). If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusion grounds. Consequently, we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example, these could be parent companies, affiliates, associates, or essential sub-Suppliers, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-Suppliers that you rely on to meet the selection criteria must also complete a self-declaration (although sub-Suppliers that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

**Supplier Selection Questions: Part 3**

The procurement document will provide instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or intend to use sub-Suppliers, you should complete all of the selection questions on behalf of the consortium and/or any sub-Suppliers.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay, we reserve the right to amend the contract award decision and award to the next compliant bidder.

**Consequences of misrepresentation**

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce a Department to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

**Flexibility Innovation Programme: Inclusive Smart Solutions**

**Prj\_220**

**Open Procurement Procedure**

**Notes for completion**

1. The “Department” means the contracting Department, or anyone acting on behalf of the contracting Department, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The Department recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-Suppliers, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the Department immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The Department will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. **Note for Contracting Authorities: The following paragraph is optional for inclusion if a decision has been made to request a self-declaration of the exclusion grounds from sub-Suppliers.** *All sub-Suppliers are required to complete Part 1 and Part 2[[18]](#footnote-19).*
7. For answers to Part 3 -If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-Suppliers, you should complete all of the questions on behalf of the consortium and/ or any sub-Suppliers, providing one composite response and declaration.

The Department confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent Department or body where the Department is under a legal or regulatory obligation to make such a disclosure.

**Part 1: Potential Supplier Information**

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

|  |  |  |
| --- | --- | --- |
| **Section 1** | **Potential supplier information** | |
| **Question number** | **Question** | **Response** |
| 1.1(a) | Full name of the potential supplier submitting the information |  |
| 1.1(b) – (i) | Registered office address (if applicable) |  |
| 1.1(b) – (ii) | Registered website address (if applicable) |  |
| 1.1(c) | Trading status   1. public limited company 2. limited company 3. limited liability partnership 4. other partnership 5. sole trader 6. third sector 7. other (please specify your trading status) |  |
| 1.1(d) | Date of registration in country of origin |  |
| 1.1(e) | Company registration number (if applicable) |  |
| 1.1(f) | Charity registration number (if applicable) |  |
| 1.1(g) | Head office DUNS number (if applicable) |  |
| 1.1(h) | Registered VAT number |  |
| 1.1(i) - (i) | If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? | Yes ☐  No ☐  N/A ☐ |
| 1.1(i) - (ii) | If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s). |  |
| 1.1(j) - (i) | Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? | Yes ☐  No ☐ |
| 1.1(j) - (ii) | If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this. |  |
| 1.1(k) | Trading name(s) that will be used if successful in this procurement |  |
| 1.1(l) | Relevant classifications (state whether you fall within one of these, and if so which one)   1. Voluntary Community Social Enterprise (VCSE) 2. Sheltered Workshop 3. Public service mutual |  |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME)[[19]](#footnote-20)? | Yes ☐  No ☐ |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate: [[20]](#footnote-21)  - Name;  - Date of birth;  - Nationality;  - Country, state or part of the UK where the PSC usually lives;  - Service address;  - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used);  - Which conditions for being a PSC are met;  - Over 25% up to (and including) 50%,  - More than 50% and less than 75%,  - 75% or more. [[21]](#footnote-22)  (Please enter N/A if not applicable) |  |
| 1.1(o) | Details of immediate parent company:    - Full name of the immediate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |
| 1.1(p) | Details of ultimate parent company:  - Full name of the ultimate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

Please provide the following information about your approach to this procurement:

|  |  |  |
| --- | --- | --- |
| **Section 1** | **Bidding model** | |
| **Question number** | **Question** | **Response** |
| 1.2(a) - (i) | Are you bidding as the lead contact for a group of economic operators? | Yes ☐  No ☐  If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.  If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3. |
| 1.2(a) - (ii) | Name of group of economic operators (if applicable) |  |
| 1.2(a) - (iii) | Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure. |  |
| 1.2(b) - (i) | Are you or, if applicable, the group of economic operators proposing to use sub-Suppliers? | Yes ☐  No ☐ |
| 1.2(b) - (ii) | If you responded yes to 1.2(b)-(i) please provide additional details for each sub-Supplier in the following table: we may ask them to complete this form as well.   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | Name |  |  |  |  |  | | Registered address |  |  |  |  |  | | Trading status |  |  |  |  |  | | Company registration number |  |  |  |  |  | | Head Office DUNS number (if applicable) |  |  |  |  |  | | Registered VAT number |  |  |  |  |  | | Type of organisation |  |  |  |  |  | | SME (Yes/No) |  |  |  |  |  | | The role each sub-Supplier will take in providing the works and /or supplies e.g. key deliverables |  |  |  |  |  | | The approximate % of contractual obligations assigned to each sub-Supplier |  |  |  |  |  | | |

**Contact details and declaration**

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement.

I understand that the Department may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

|  |  |  |
| --- | --- | --- |
| **Section 1** | **Contact details and declaration** | |
| **Question number** | **Question** | **Response** |
| 1.3(a) | Contact name |  |
| 1.3(b) | Name of organisation |  |
| 1.3(c) | Role in organisation |  |
| 1.3(d) | Phone number |  |
| 1.3(e) | E-mail address |  |
| 1.3(f) | Postal address |  |
| 1.3(g) | Signature (electronic is acceptable) |  |
| 1.3(h) | Date |  |

**Part 2: Exclusion Grounds**

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

|  |  |  |
| --- | --- | --- |
| **Section 2** | **Grounds for mandatory exclusion** | |
| **Question number** | **Question** | **Response** |
| 2.1(a) | **Regulations 57(1) and (2)**  The detailed grounds for mandatory exclusion of an organisation are set out on this [web page](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf). | |
|  | Participation in a criminal organisation. | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Corruption. | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Fraud. | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Terrorist offences or offences linked to terrorist activities | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Money laundering or terrorist financing | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Child labour and other forms of trafficking in human beings | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details.  Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,  Identity of who has been convicted  If the relevant documentation is available electronically, please provide the web address, issuing Department, precise reference of the documents. |  |
| 2.2 | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning) | Yes ☐  No ☐ |
| 2.3(a) | **Regulation 57(3)**  Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | Yes ☐  No ☐ |
| 2.3(b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. |  |

Please Note: The Department reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

|  |  |  |
| --- | --- | --- |
| **Section 3** | **Grounds for discretionary exclusion** | |
|  | **Question** | **Response** |
| 3.1 | **Regulation 57 (8)**  The detailed grounds for discretionary exclusion of an organisation are set out on this [web page](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. | |
| 3.1(a) | Breach of environmental obligations? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1 (b) | Breach of social obligations? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1 (c) | Breach of labour law obligations? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended, or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(e) | Guilty of grave professional misconduct? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(f) | Entered into agreements with other economic operators aimed at distorting competition? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(g) | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(h) | Been involved in the preparation of the procurement procedure? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(i) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(j)  3.1(j) - (i)  3.1(j) - (ii)  3.1(j) –(iii)  3.1(j)-(iv) | Please answer the following statements  The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.  The organisation has withheld such information.  The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.  The organisation has influenced the decision-making process of the contracting Department to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | Yes ☐  No ☐  If Yes please provide details at 3.2  Yes ☐  No ☐  If Yes please provide details at 3.2  Yes ☐  No ☐  If Yes please provide details at 3.2  Yes ☐  No ☐  If Yes please provide details at 3.2 |

|  |  |  |
| --- | --- | --- |
| 3.2 | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning) |  |

**Part 3: Selection Questions**[[22]](#footnote-23)

|  |  |  |  |
| --- | --- | --- | --- |
| **Section 4** | **Economic and Financial Standing** | | |
|  | Question | Response | |
| **4.1** | Are you able to provide a copy of your audited accounts for the last two years, if requested?  If no, can you provide **one** of the following: answer with Y/N in the relevant box. | | Yes ☐  No ☐ |
| (a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation. | | Yes ☐  No ☐ |
| (b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. | | Yes ☐  No ☐ |
|  | (c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). | | Yes ☐  No ☐ |
| **4.2** | Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out. | | Yes ☐  No ☐ |

|  |  |  |
| --- | --- | --- |
| **Section 5** | **If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:** | |
| **Name of organisation** | |  |
| **Relationship to the Supplier completing these questions** | |  |

|  |  |  |
| --- | --- | --- |
| **5.1** | Are you able to provide parent company accounts if requested to at a later stage? | Yes ☐  No ☐ |
| **5.2** | If yes, would the parent company be willing to provide a guarantee if necessary? | Yes ☐  No ☐ |
| **5.3** | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)? | Yes ☐  No ☐ |
| **Section 6** | **Technical and Professional Ability** | |
| **6.1** | **Relevant experience and contract examples**  Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.  The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.  Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).  Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-Supplier(s) who will deliver the contract.  If you cannot provide examples, see question 6.3 | |

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Contract 1** | **Contract 2** | **Contract 3** |
| **Name of customer organisation** |  |  |  |
| **Point of contact in the organisation** |  |  |  |
| **Position in the organisation** |  |  |  |
| **E-mail address** |  |  |  |
| **Description of contract** |  |  |  |
| **Contract Start date** |  |  |  |
| **Contract completion date** |  |  |  |
| **Estimated contract value** |  |  |  |

|  |  |
| --- | --- |
| **6.2** | Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-Supplier(s)  Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries) |
|  |  |

|  |  |
| --- | --- |
| **6.3** | If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract. |
|  |  |

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| **Section 7** | **Modern Slavery Act 2015:** **Requirements under Modern Slavery Act 2015[[23]](#footnote-24)** | |
| **7.1** | Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? | Yes ☐  N/A ☐ |
| **7.2** | If you have answered yes to question 1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? | Yes ☐  Please provide relevant the url …  No ☐  Please provide an explanation |

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| --- | --- | --- |
| **Section 8** | **The General Data Protection Regulation (GDPR)[[24]](#footnote-25)** | |
| **8.1** | Compliance with the GDPR is a mandatory requirement for all contracts or agreements that involve the transfer and processing of personal data from 25th May 2018. Will your organisation be compliant with the GDPR and all Data Protection Legislation (as defined in the terms and conditions applying to this Invitation to Tender) in regards to the processing required under this contract by the time of contract award?  Suppliers are also required to complete Declaration 5: The General Data Protection Regulation Assurance Questionnaire for Suppliers, to evidence the extent of readiness. The Department may ask the Supplier to provide evidence to support the position stated in the questionnaire. The Department may require the successful Supplier to increase their preparedness where the Department is not satisfied that the Supplier will be in a position to meet its obligations under the terms and conditions. If the Supplier fails to satisfy the Department that it will be in a position to meet its obligations under the terms and conditions in the event that the Supplier is successful, the Department reserves the right to exclude the bidder from this procurement. | Yes ☐  No ☐ |

**9. Additional Questions**

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

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| --- | --- |
| **Section 9** | **Additional Questions** |
| **9.1** | **Insurance** |
| a. | Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:  Y/N  Employer’s (Compulsory) Liability Insurance = £10 million  Public Liability Insurance = £10 million Professional Indemnity Insurance = £5 million  \*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. |

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| **9.2** | **Skills and Apprentices[[25]](#footnote-26) – (please refer to supplier selection guidance)** | |
| **a.** | Public procurement of contracts with a full life value of £10 million and above and duration of 12 months and above should be used to support skills development and delivery of the apprenticeship commitment. This policy is set out in detail in Procurement Policy Note 14/15.Please confirm if you will be supporting apprenticeships and skills development through this contract. | Yes ☐  No ☐ |
| **b.** | If yes, can you provide at a later stage documentary evidence to support your commitment to developing and investing in skills, development and apprenticeships to build a more skilled and productive workforce and reducing the risks of supply constraints and increasing labour cost inflation? | Yes ☐  No ☐ |
| **c.** | Do you have a process in place to ensure that your supply chain supports skills, development and apprenticeships in line with PPN 14/15 (see guidance) and can provide evidence if requested? | Yes ☐  No ☐ |

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| **9.3** | **Steel[[26]](#footnote-27) – (please refer to supplier selection guidance)** |
| **a.** | Please describe the supply chain management systems, policies, standards and procedures you currently have in place to ensure robust supply chain management |
|  | |
| **b.** | Please provide details of previous similar projects where you have demonstrated a high level of competency and effectiveness in managing of all supply chain members involved in steel supply or production so that there was a sustainable and safe supply of steel. |
|  | |
| **c.** | Please provide all the relevant details of previous breaches of health and safety legislation in the last 5 years, applicable to the country in which you operate, on comparable projects, for both:  (i) Your company  (ii) All your supply chain members involved in the production or supply of steel. |

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| --- | --- | --- |
| **9.4** | **Suppliers’ Past Performance[[27]](#footnote-28) - (please refer to supplier selection guidance - this question should only be included by central government contracting authorities)** | |
| **a.** | Can you supply a list of your relevant principal contracts for goods and/or services provided in the last three years? | Yes ☐  No ☐ |
| **b.** | On request can you provide a certificate from those customers on the list? | Yes ☐  No ☐ |
| **c.** | If you cannot obtain a certificate from a customer, can you explain the reasons why? | Yes ☐  No ☐ |
| **d.** | If the certificate states that goods and/or services supplied were not satisfactory, are you able to supply information which shows why this will not recur in this contract if you are awarded it? | Yes ☐  No ☐ |
| **e.** | Can you supply the information in questions a. to d. above for any sub-Suppliers [or consortium members] who you are relying upon to perform this contract? | Yes ☐  No ☐ |

# Declaration 5: The General Data Protection Regulation Assurance Questionnaire for Suppliers

To be completed as separate Electronic Annex

# Declaration 6: Code of Practice[[28]](#footnote-29)

I confirm that I am aware of the requirements of the Department’s Code of Practice[[29]](#footnote-30) for Research and, in the proposed project, I will use my best efforts to ensure that the procedures used conform to those requirements under the following headings[[30]](#footnote-31):

* Responsibilities
* Competence
* Project planning
* Quality Control
* Handling of samples and materials
* Facilities and equipment
* Documentation of procedures and methods
* Research/work records

I understand that the Department has the right to inspect our procedures and practices against the requirements of the Code of Practice, and that I may be asked to provide documentary evidence of our working practices or provide access and assistance to auditors appointed by the Department.

(There is some flexibility in the application of the Code of Practice to specific research projects. Suppliers are encouraged to discuss with the Department any aspects that cause them concern, in order to reach agreement on the interpretation of each requirement.)

**Section 5**

**Annexes**

Invitation to Tender for: Inclusive Smart Solutions

Tender Reference Number: Prj\_220

Deadline for Tender Responses: 17th April 2023 14:00

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Annex B: Code of Practice for Research 94

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# **Annex A:** Project Cost Breakdown Form

Bidders should complete separate electronic Spreadsheet Attachment

# **Annex B: Code of Practice for Research**

**CODE OF PRACTICE FOR RESEARCH**

***Issued by the Department for Business, Energy and Industrial Strategy***

The Department has developed this Code of Practice from the Joint Code of Practice issued by BBSRC; the Department for Environment, Food and Rural Affairs (Defra); the Food Standards Agency; and the Natural Environment Research Council (NERC) which lays out a framework for the proper conduct of research. It sets out the key aspects of the research process and the importance of making judgements on the appropriate precautions needed in every research activity.

The Code applies to all research funded by The Department. It is intended to apply to all types of research, but the overriding principle is fitness of purpose and that all research must be conducted diligently by competent researchers and therefore the individual provisions must be interpreted with that in mind.

***PRINCIPLES BEHIND THE CODE OF PRACTICE***

Suppliers and consortia funded by the Department are expected to be committed to the quality of the research process in addition to quality of the evidence outputs

The Code of Practice has been created in order to assist Suppliers to conduct research of the highest quality and to encourage good conduct in research and help prevent misconduct.

Set out over 8 responsibilities the code of practice provides general principles and standards for good practice in research.

Most Suppliers will already have in place many of the measures set out in the

Code and its adoption should not require great effort.

***COMPLIANCE WITH THE CODE OF PRACTICE***

All organisations contracting to the Department (including those sub-contracting as part of a consortium) will be expected to commit to upholding these responsibilities and will be expected to indicate acceptance of the Code when submitting proposals to the Department.

Suppliers are encouraged to discuss with the Department any clauses in the Code that they consider inappropriate or unnecessary in the context of the proposed research project. The Code, and records of the discussions if held, will become part of the Terms and Conditions under which the research is funded.

Additionally, The Department may conduct (or request from the Supplier as appropriate) a formal risk assessment on the project to identify where additional controls may be needed.

***MONITORING OF COMPLIANCE WITH THE CODE OF PRACTICE***

Monitoring of compliance with the Code is necessary to ensure:

* Policies and managed processes exist to support compliance with the Code
* That these are being applied in practice.

In the short term, the Department can require Suppliers to conduct planned internal audits although the Department reserves the right to obtain evidence that a funded project is carried out to the required standard. The Department may also conduct an audit of a Supplier’s research system if deemed necessary.

In the longer term it is expected that most research organisations will assure the quality of their research processes by means of a formal system that is audited by an impartial and competent third party against an appropriate internationally recognised standard that is fit for purpose.

A recommended checklist for researchers can be found on the UK Research Integrity Office (UKRIO) website at http://www.ukrio.org/what-we-do/code-of-practice-for-research

***SPECIFIC REQUIREMENTS IN THE CODE OF PRACTICE***

***1. Responsibilities***

All organisations contracting to the Department (including those sub-contracting as part of a consortium will be responsible for the overall quality of research they conducted. Managers, group leaders and supervisors have a responsibility to ensure a climate of good practice in the research teams, including a commitment to the development of scientific and technical skills.

The Principal Investigator or Project Leader is responsible for all the work conducted in the project including that of any sub-contractors. All staff and students must have defined responsibilities in relation to the project and be aware of these responsibilities.

***2. Competence***

All personnel associated with the project must be competent to perform the technical, scientific and support tasks required of them. Personnel undergoing training must be supervised at a level such that the quality of the results is not compromised by the inexperience of the researcher.

***3. Project planning***

An appropriate level of risk assessment must be conducted to demonstrate awareness of the key factors that will influence the success of the project and the ability to meet its objectives. There must be a written project plan showing that these factors (including research design, statistical methods and others) have been addressed. Projects must be ethical and project plans must be agreed in collaboration with the Department, taking account of the requirements of ethical committees[[31]](#footnote-32) or the terms of project licences, if relevant.

Significant amendments to the plan or milestones must be recorded and approved by the Department if applicable.

***4. Quality Control***

The organisation must have planned processes in place to assure the quality of the research undertaken by its staff Projects must be subjected to formal reviews of an appropriate frequency. Final and interim outputs must always be accompanied by a statement of what quality control has been undertaken.

The authorisation of outputs and publications shall be as agreed by the Department, and subject to senior approval in the Department, where appropriate. Errors identified after publication must be notified to the Department and agreed corrective action initiated.

***5. Handling of samples and materials***

All samples and other experimental materials must be labelled (clearly, accurately, uniquely and durably), and retained for a period to be agreed by the Department. The storage and handling of the samples, materials and data must be as specified in the project plan (or proposal) and must be appropriate to their nature. If the storage conditions are critical, they must be monitored and recorded.

***6. Documentation of procedures and methods***

All the procedures and methods used in a research project must be documented, at least in the personal records of the researcher. This includes analytical and statistical procedures and the generation of a clear audit trial linking secondary processed information to primary data.

There must be a procedure for validation of research methods as fit for purpose, and modifications must be trackable through each stage of development of the method.

***7. Research/work records***

All records must be of sufficient quality to present a complete picture of the work performed, enabling it to be repeated if necessary.

The project leader is accountable for the validity of the wok and responsible for ensuring that regular reviews of the records of each researcher are conducted[[32]](#footnote-33)

The location of all project records, including critical data, must be recorded. They must be retained in a form that ensures their integrity and security, and prevents unauthorised modification, for a period to be agreed by the Department.

A recommended checklist for researchers can be found on the UK Research Integrity Office (UKRIO) website at http://www.ukrio.org/what-we-do/code-of-practice-for-research

# **Annex C: Terms and Conditions**

The Department’s Standard Terms and Conditions of Contract for Services will apply to this contract. These are provided as a separate PDF Attachment.

1. Bidders should submit questions via BEIS Jaggaer portal messaging area for project reference prj\_220 and should use 'Flex – inclusive smart solutions' as the header. [↑](#footnote-ref-2)
2. Bidders are able to register after this date, but early registration is advised in order to ensure familiarity with the application process. [↑](#footnote-ref-3)
3. Consistent with Data Protection requirements. [↑](#footnote-ref-4)
4. In the context of this ITT, *'low income and vulnerable consumers’* includes all energy consumers for whom an accessibility, usability or affordability issue may exist or arise in the transition to a smart, flexible energy system, making it disproportionately challenging for these consumers to benefit from new technologies, markets and business models. [↑](#footnote-ref-5)
5. [How can innovation deliver a smart energy system that works for low income and vulnerable consumers? (publishing.service.gov.uk)](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/994845/project-involve-smart-energy-system-low-income-vulnerable-consumers.pdf) [↑](#footnote-ref-6)
6. <https://www.gov.uk/government/publications/a-guide-to-inclusive-social-research-practices> [↑](#footnote-ref-7)
7. <https://www.gov.uk/government/publications/spi-b-principles-for-co-production-of-guidance-relating-to-the-control-of-covid-19-8-july-2020> [↑](#footnote-ref-8)
8. The size of this long-list will inevitably be dependent on the results of Research, however the Department would anticipate a long-list of at least six (6) potential Innovation Solutions [↑](#footnote-ref-9)
9. Any organisations not specified in the original ITT response will be subject to the same upfront pass/fail assessment criteria as detailed at Section 1. [↑](#footnote-ref-10)
10. Where one or more of the proposed Innovation Solutions are not progressed to Phase 2, both parties acting reasonably will work to agree a reduced level of funding to meet remaining costs and overheads necessary for delivery of those Innovation Solutions which have been agreed for progression to Phase 2. See Part 6 for further details. [↑](#footnote-ref-11)
11. Locations to be confirmed. [↑](#footnote-ref-12)
12. https://www.gov.uk/government/publications/the-green-book-appraisal-and-evaluation-in-central-governent/the-green-book-2020 [↑](#footnote-ref-13)
13. https://www.gov.uk/government/publications/the-magenta-book [↑](#footnote-ref-14)
14. https://www.gov.uk/government/publications/government-social-research-framework-for-assessing-research-evidence [↑](#footnote-ref-15)
15. As set out at Section 3, Phase 2 Project Management Costs are defined as defined as all costs and overheads incurred in relation to the coordination, communication, governance reporting and other management activities necessary to satisfy the Requirements as set out in the following sections of the Specification of Requirements Part 4.2 Table 4.3

    • A2-01 – Innovation Solutions – Development and Testing

    • A2-02 – Innovation Solutions – Progress Reporting [↑](#footnote-ref-16)
16. See *‘Parent Company Guarantees and other potential mitigations’* section below. [↑](#footnote-ref-17)
17. For the list of exclusion please see https://www.gov.uk/government/uploads/system/uploads/attachment\_data/file/551130/List\_of\_Mandatory\_and\_Discretionary\_Exclusions.pdf [↑](#footnote-ref-18)
18. See PCR 2015 regulations 71 (8)-(9) [↑](#footnote-ref-19)
19. See EU definition of SME: http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/ [↑](#footnote-ref-20)
20. UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance](https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships). [↑](#footnote-ref-21)
21. Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award. [↑](#footnote-ref-22)
22. [See Action Note 8/16 Updated Standard Selection Questionnaire](https://www.gov.uk/government/collections/procurement-policy-notes) [↑](#footnote-ref-23)
23. [Procurement Policy Note 9/16 Modern Slavery Act 2015](https://www.gov.uk/government/collections/procurement-policy-notes) [↑](#footnote-ref-24)
24. [Procurement Policy Note 02/18 Changes to Data Protection Legislation & General Data Protection Regulation](https://www.gov.uk/government/publications/procurement-policy-note-0218-changes-to-data-protection-legislation-general-data-protection-regulation) [↑](#footnote-ref-25)
25. [Procurement Policy Note 14/15– Supporting Apprenticeships and Skills Through Public Procurement](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/456805/27_08_15_Skills__Apprenticeships_PPN_vfinal.pdf) [↑](#footnote-ref-26)
26. [Procurement Policy Note 16/15– Procuring steel in major projects](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/473545/PPN_16-15_Procuring_steel_in_major_projects.pdf) [↑](#footnote-ref-27)
27. [Procurement Policy Note 04/15 Taking Account of Suppliers’ Past Performance](https://www.gov.uk/government/publications/procurement-policy-note-0415-taking-account-of-suppliers-past-performance) [↑](#footnote-ref-28)
28. Please note that this declaration applies to individuals, single organisations and consortia. [↑](#footnote-ref-29)
29. The Code of Practice is attached to this ITT as Annex B [↑](#footnote-ref-30)
30. Please delete as appropriate [↑](#footnote-ref-31)
31. Please note ethical approval does not remove the responsibility of the individual for ethical behaviour. [↑](#footnote-ref-32)
32. Please note that this also applies to projects being undertaken by consortia. [↑](#footnote-ref-33)