



Department for  
International Trade

# **Project\_1349**

## **UK Pavilion at Expo 2025 Osaka International Content Design Services (ICDS)**

### **Tendering Information**

#### **Stage 1 Instructions & Stage 2 Overview**

**November 2022**



## Our Vision

From the UK Houses at the Beijing Olympics 2008 and Rio 2016, the British Business Embassy at London 2012, through to the UK's presence at World Expos in Shanghai, Milan, Astana, Beijing and Dubai, the UK's presence promoting 'Global Britain' at these major world events is consistently iconic ambitious and innovative attracting world leaders, engaging thousands of businesses, inspiring millions of international visitors and delivering billions of pounds for the UK's economy.

The convening power of these world events, bringing together the 'World in One Place', creates unique opportunities to further the UK's soft power objectives, promoting our world class tourism cultural heritage, education, business, and innovations to an international audience.

Twenty years after Japan hosted Aichi Expo 2005, World Expo 2025 Osaka brings the international community back to Japan. It's theme 'Designing Future Society for Our Lives' is about maximising human potential and harnessing innovation to create solutions to challenges common to all humankind, creating a truly equitable society.

World Expo 2025 Osaka is an important milestone in the UK/Japan relationship highlighting and deepening the historic ties between Japan and the UK. With 150 expected participating nations, it will be a major platform to promote an outward looking 'Global Britain' boosting our international reputation and engagement with Japan and wider SE Asia in line with Government priorities, catalysing global collaborations and taking stock of progress towards the UK's 2030 milestones for achieving the United Nation Sustainable Development Goals.

The UK's presence will consist of a self-build, temporary 'Pavilion' housing an exciting visitor journey showcasing the best of the UK - with an accompanying business and cultural programme running over the 6 months of the Expo. The UK's presence will promote the UK's cultural heritage while demonstrating the UK as an innovative global thought leader, force for prosperity and an innovative nation - positioning the UK as a world class destination for culture, tourism, education, innovation, trade, and investment.

The UK Pavilion will be content led, focusing on a great visitor experience above an architectural 'showpiece' promoting the UK's strengths to the world, including our world-class universities, ground-breaking research, high-tech start-ups and creative industries. Tying in with the GREAT campaign and our sponsors, we will invite UK attendees to 'See Things Differently', joining us in embracing fresh perspectives which are key to positive outcomes in business, education, tourism and tackling global issues.

The UK Government wishes to appoint a design team to shape the design and content of the UK Pavilion for Expo 2025. We are seeking a dedicated, inventive, and inspiring creative team that will enable us to interpret the UK's contribution to the theme to create the most original, inspiring, and memorable visitor experience possible while ensuring both sustainability and value for money of design

This competition offers you the chance to be an integral part of the UK's contribution to 'Designing Future Society for Our Lives' at Expo 2025 Osaka.



Name: Will Medici

Role Title: Commercial Lead for Major World Events

Telephone Number: (+44) (0)7741 186925

Email Address: [MajorWorldEventsCommercial@trade.gov.uk](mailto:MajorWorldEventsCommercial@trade.gov.uk)

Our Reference: **Project\_1349**

Date: **9<sup>th</sup> November 2022**

To Whom it May Concern,

**Tendering Information, Reference Number: Project\_1349**

1. You are invited to submit your interest in contracting with His Majesty's Government (HMG), through the Secretary of State for International Trade, for the supply of International Content Design Services (ICDS) for a UK Pavilion at Expo 2025 Osaka in competition in accordance with the attached Tendering Information document. The requirement is for the provision of creative and content design services to deliver a concept, visitor experience, relevant content and exhibition design for a UK Pavilion at the next World Exposition – Expo 2025 Osaka.
2. The requirement is split into two (2) Work Packages, with fixed first stage deliverables (Work Package A), and an optional secondary set of deliverables (Work Package B) to be commissioned at the Authority's discretion.
3. The requirement and subsequent Contract shall be for an initial period of thirty-six (36) months with the option to extend for as many periods as is necessary up to a maximum of six (6) months in aggregate. The estimated total maximum budget for the Contract (for both Work Packages) is £1,200,000 (excl. VAT). For the first stage deliverables (Work Package (A)), the Authority expects to spend up to a maximum of £350,000 (excl. VAT). The maximum that the Authority expects to spend for second stage deliverables (Work Package (B)), should the Authority enable this option, is a maximum of £650,000 (excl. VAT). The remaining £200,000 (excluding VAT) of the total maximum Contract budget will be used and allocated at the discretion of the Authority and only if required.
4. This Procurement is being carried out in accordance with the Public Contract Regulations 2015 under the Restricted Procedure (Regulation 28). Tenderers can



submit a bid as a single legal entity, with other legal entities (to form a consortium), or with named sub-contractors.

5. The anticipated date for the contract award decision is 6<sup>th</sup> March 2023. Please note that this is an indicative date and may change.
6. As a procurement run under the Restricted Procedure, there will be two (2) stages:
  - a. Stage 1 Selection (this stage) – this is the selection stage and Tenderers will be asked to submit the Stage 1 Selection Response which includes the Standard Selection Questionnaire (SSQ). Tenderers will be required to submit minimum company and financial information, declarations against mandatory and discretionary exclusion criteria, and evidence of technical and professional ability and experience to deliver. In order to progress to Stage 2, Tenderers must:
    - i. Submit a compliant response as defined by this TI,
    - ii. pass all pass/fail criteria of the SSQ,
    - iii. not score a '0' against a single scored question in the SSQ, and
    - iv. achieve an overall score of 59.40% or more against the scored questions of the SSQ.
  - b. Stage 2 Award – this will be the evaluation of Tenders against the Award Criteria. Shortlisted Tenderers will be invited to submit their Tender against quality (including sustainability), social value, and pricing evaluation criteria which will be detailed in the full Invitation to Tender (ITT).

7. **Stage 1 Selection – SSQ (this current stage):** Stage 1 is published on 9<sup>th</sup> November 2022. The deadline for Tenderers to submit clarification questions for Stage 1 Selection is 12:00pm (GMT) on 25<sup>th</sup> November 2022. You must submit your Stage 1 Selection Response to arrive no later than 12:00pm (GMT) 9<sup>th</sup> December 2022. Tenderers are expected to be notified of Stage 1 outcomes on 16<sup>th</sup> January 2023 (subject to change).

There is a Stage 1 Selection Supplier Engagement Day (virtual) set for 21<sup>st</sup> November 2022. Tenderers interested in attending must communicate their intention to do so via the messaging function on the Authority's e-tendering portal, indicating their email address for the Authority to send an e-invite to. An invite with an MS Teams link will be provided.

This document is the Tendering Information document, which summarises the procurement across both stages. All other documents that form part of the Stage 1 Bid Pack are included as Schedules to this Tendering Information document. A full list of documents that form part of the Stage 1 Bid Pack, and an explanation of their contents and use, can be found on page 8.



- 8. Stage 2 Award – Award Criteria (the next stage for shortlisted Tenderers) – all dates subject to change:** Stage 2 documentation is published to shortlisted Tenderers on 17<sup>th</sup> January 2023. The deadline for shortlisted Tenderers to submit clarification questions for Stage 2 is 12:00pm (GMT) on 2<sup>nd</sup> February 2023. You must submit your Stage 2 Response to arrive no later than 12:00pm (GMT) 13<sup>th</sup> February 2023.

There is no Stage 2 Award Supplier Engagement Day planned.

Stage 2 Award Documents may consist of (subject to change):

Document	Comment
Invitation to Tender (ITT)	A version of this document containing more detailed information on the evaluation and response requirements at Stage 2 Award
Form of Tender	For the Tenderer to complete and submit along with their Stage 2 Award Tender
Tenderer's Subcontracting Information Form	For the Tenderer to complete and submit along with their Stage 2 Award Tender
Tenderer's Commercially Sensitive Information Form	For the Tenderer to complete and submit along with their Stage 2 Award Tender
Draft Terms & Conditions of Contract	This will be based on the Cabinet Office Mid-Tier Services Contract <sup>1</sup> – the Tenderer must agree to these in submission of their Stage 2 Award Tender.
Specification of Requirements	The confirmed specification that the successful Tenderer will be contracted to deliver
Stage 2 Quality Criteria	The quality questions that Tenderers must respond to as part of their Stage 2 Award Tender
Stage 2 Social Value Criteria	The social value questions that Tenderers must respond to as part of their Stage 2 Award Tender, and where the response will form a social value commitment by the successful Tenderer under the Contract
Stage 2 Pricing Schedule	The pricing questions that Tenderers must respond to as part of their Stage 2 Award Tender, and that will form the successful Tenderer's charges under the Contract

<sup>1</sup> <https://www.gov.uk/government/collections/the-mid-tier-contract>



Department for  
International Trade

Yours faithfully,

Will Medici

Commercial Lead for Major World Events, DIT Commercial



## TABLE OF CONTENTS

<b>SECTION 1: INTRODUCTION</b>	9
Definitions	9
Part A: General	11
Part B: Disclaimer	11
Part C: Contract Conditions	12
Part D: Expenses for Responding	12
Part E: E-Tendering	12
<b>SECTION 2: KEY DATES</b>	13
<b>SECTION 3: TENDER PREPARATION AND SUBMISSION</b>	15
Part A: Construction of Response	15
Part B: Submission of response	15
Part C: Pricing	15
Part D: Sub-Contracting	16
Part E: Consortia	16
Part F: Clarifications	16
Part G: Changes to Responses	17
<b>SECTION 4 – CONDITIONS OF RESPONDING</b>	18
Part A: Conforming to the Law	18
Part B: Intellectual Property Rights	18
Part C: Changes to a Tenderers Circumstances	18
Part D: Confidentiality	19
Part E: Publicity Announcements, Transparency, Freedom of Information and Environmental Regulations	19
Part F: Conflict of Interest	20
Part H: Cyber Essentials	21
Part I: Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)	21
PART J: MODERN SLAVERY	22
<b>SECTION 5 – EVALUATION</b>	23
Part A: Summary of evaluation process	23



## **Schedules**

The following is a list of the Schedules that form part of this Tendering Information document; they are attached as separate documents within the Stage 1 Bid Pack:

No.	Title	Overview
01	Provisional Specification of Requirements	Contains the provisional requirement and deliverables that the successful Tenderer may be contracted to provide (including any contract options that may be enabled at a later point). The Authority reserves the right to make modifications to the provisional specification of requirements ahead of the release of Stage 2 Award documentation.
02	Stage 1 Standard Selection Questionnaire	Contains all the questions asked of the Tenderer in the Standard Selection Questionnaire (SSQ), including full breakdown of the scored questions, response formats and scoring methodology. The Tenderer must complete the SSQ in Jaggaer and upload their responses to the scored questions as attachments to the questions in Jaggaer (and must procure that each Key Sub-Contractor provides its responses, to the extent applicable) in accordance with the instructions in this TI and the SSQ; this document is for reference.
03	Tenderers Consortium Information Form	For the Tenderer in a consortium to complete and upload to Jaggaer at submission of the consortium's Stage 1 Selection Response, providing details of the organisations in the consortium (if applicable).
04	Conflict of Interest Declaration Form	For the Tenderer (and any Key Sub-Contractor) to complete and declare they have no actual or potential Conflicts of Interest (COI) in respect of this requirement, the Authority or Expo. If they identify an actual or potential COI, the Tenderer (or Key Sub-Contractor) must provide details of this, including the details set out in paragraph 4.22 of this TI, in the form and submit along with their Stage 1 Selection Response.
05	Tenderer's Commercially Sensitive Information Form	For the Tenderer to complete and upload to Jaggaer at submission of the Stage 1 Selection Response, providing details of any information in their Response they identify as commercially sensitive. The Authority holds full discretion on defining what is ultimately commercially sensitive. The Tenderer will have the opportunity to complete this again if progressed to Stage 2 Award.





## SECTION 1: INTRODUCTION

### DEFINITIONS

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

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

TERM	MEANING
<b>“Authority”</b>	means the Secretary of State for International Trade acting as part of the Crown. It has the same meaning as the term “Buyer” which will primarily be used in the Contract (to be released at Stage 2 Award).
<b>“Award Criteria”</b>	means the award criteria (as detailed in Section 5 of this TI) which will be evaluated as part of Stage 2 Award of this Procurement.
<b>“Buyer”</b>	means the Secretary of State for International Trade acting as part of the Crown. It has the same meaning as “Authority”. The term “Buyer” will primarily be used in the Contract released at Stage 2 Award
<b>“Contract”</b>	means the contractually binding terms and conditions that will be set out in the ITT at Stage 2 Award, and to be entered into by the Authority and the successful Tenderer at the conclusion of this Procurement.
<b>“Contract Deliverables”</b>	means the Services and any associated technical data which the winning Tenderer is required to provide under the Contract as detailed in Schedule 01 to this TI.
<b>“Conflict of Interest (COI)”</b>	means any circumstance or situation where relevant staff members of the Tenderer involved in this Procurement have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the Procurement and/or affect the integrity of Contract award and any resultant Contract.
<b>“Data Protection Legislation”</b>	means a) the UK GDPR, (b) the Data Protection Act 2018; (c) all applicable law about the processing of personal data and privacy and guidance issued by the Information Commissioner and other regulatory authority; and (d) (to the extent that it applies) the EU GDPR (and in the event of conflict, the UK GDPR shall apply);



<b>“EIR”</b>	means the Environmental Information Regulations 2004 (as amended) together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to those Regulations.
<b>“EU GDPR”</b>	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
<b>“FOIA”</b>	means the Freedom of Information Act 2000 (as amended) and any subordinate legislation made under that Act together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to that legislation.
<b>“Invitation to Tender (ITT)”</b>	means the document published at Stage 2, together with its attachments which the Authority sends out to shortlisted Tenderers to request full Tender Responses against the Award Criteria
<b>“Key Sub-Contractor”</b>	means any sub-contractor that will receive an amount that is equal to 33% or more of the total contract budget (for both Work Packages) (for the avoidance of doubt, being £1,200,000 (excl. VAT)) in consideration for it delivering Services under the Contract.
<b>“Prime Contractor”</b>	means the single legal entity who will enter into the Contract as named in the Response and, where applicable, Tender.
<b>“(the) Procurement”</b>	means both Stage 1 Selection and Stage 2 Award of this competition to procure the Contract.
<b>“Response”</b>	means the submission by the Tenderer at Stage 1 Selection which primarily consists of the standard selection questionnaire and which will be evaluated by the Authority.
<b>“Services”</b>	means the services to be delivered by the winning Tenderer under the Contract.
<b>“Specification” or “Specification of Requirement”</b>	means the document at Schedule 01 of this TI that details the technical requirements and acceptance criteria of the Contract Deliverables.
<b>“Stage 1 Bid Pack”</b>	means collectively to this document and its annexes/schedules released for the Stage 1 Selection of the Procurement
<b>“Stage 2 Bid Pack”</b>	means collectively the suite of documents released at Stage 2 Award, including the ITT and its schedules/annexes.
<b>“Stage 1 Selection”</b>	means this current stage of the Procurement, where Tenderers must confirm their expression of interest by completing and submitting a Response
<b>“Stage 1 Selection Response Deadline”</b>	means the final date by which Tenderers must submit their Response as set out in the covering letter to this TI and Section 2 of this TI and as may be amended from time to time by the Authority.



<b>“Stage 2 Award”</b>	means the second stage of the Procurement once Tenderers have been shortlisted in accordance with the Stage 1 Selection evaluation methodology in Section 5 of this TI, and where shortlisted Tenderers will be asked to submit their Tender against the Award Criteria in the ITT.
<b>“Standard Selection Questionnaire (SSQ)”</b>	means the questionnaire that Tenderers must respond to as their Response to Stage 1 Selection, and attached at Schedule 02 of this TI.
<b>“Tender”</b>	means the formal offer that the Tenderer makes to the Authority in response to Stage 2 Award of the Procurement that the Authority will evaluate.
<b>“Tenderer”</b>	means the single economic operator that submits a Response and if shortlisted, a Tender in response to any stage of this Procurement. Where “You” or “Your” is used in this TI, this means the Tenderer.
<b>“Tendering Information (TI)”</b>	means this document that sets out the Procurement, including the particulars of Stage 1 Selection, and an overview of Stage 2 Award.
<b>“UK GDPR”</b>	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4);

## PART A: GENERAL

- 1.1 The purpose of this TI is to invite Tenderers to submit a to Stage 1 Selection Response as part of the Procurement to award a Contract to deliver the Authority’s requirement. This TI (and associated Schedules) explains and sets out the:
  - a. process and timetable for the stages of the Procurement;
  - b. Instructions and conditions that govern this Procurement;
  - c. Information you must include in your Stage 1 Selection Response and the required format;
  - d. Provisional Specification of Requirements;
  - e. Arrangements for the receipt and evaluation of Stage 1 Selection Responses; and
  - f. Summary of the Stage 2 Award process
- 1.2 Tenderers acknowledge and agree that nothing contained within this TI shall constitute an inducement or incentive nor shall have in any other way persuaded a Potential Tenderer to submit a Tender or enter into any other contractual agreement.
- 1.3 Tenderers are responsible for ensuring that they understand the requirements for this Procurement. If any information is unclear or if a Tenderer considers that insufficient information has been provided, Tenderers should raise a clarification with the Authority in accordance with Section 3 Part I to this TI.
- 1.4 Tenderers are responsible for ensuring that they have submitted a complete and accurate Stage 1 Selection Response.

## PART B: DISCLAIMER

- 1.5 Whilst the information contained in this TI and any supporting information referred to herein or provided to Tenderers by the Authority have been prepared in good faith. The Authority does not warrant that this information is comprehensive or that it has been independently verified. Neither the Authority nor its representatives accept any



liability for the information contained in this TI or shall be liable for any loss or damage arising as a result of this TI.

- 1.6 Any Tenderer considering entering into contractual relationships with the Authority should make its own investigations and independent assessment of the Authority.

#### PART C: CONTRACT CONDITIONS

- 1.7 The full text of the terms and conditions of Contract will be set out at Stage 2 Award of the Procurement and attached to the ITT. They will be based on the Cabinet Office Mid-Tier Services Contract and Tenderers will be expected to accept them without amendment.

#### PART D: EXPENSES FOR RESPONDING

- 1.8 The Tenderer shall bear all costs associated with preparing and submitting your Response to the Procurement. If the Procurement is terminated or amended by the Authority, the Authority shall not reimburse you.

#### PART E: E-TENDERING

- 1.9 The Authority is using e-Tendering for this Procurement. Jaggaer is the Authority's e-Tendering Platform. It can be accessed via your web browser at <https://uktrade.app.jaggaer.com/web/login.html>. If there is any conflict between the information set out in this TI and associated documents and the information displayed in the Authority's e-Tendering Platform (Jaggaer), the information set out in this TI (and its schedules) shall take precedence.
- 1.10 Unless otherwise stated in this TI or in writing by the Authority, all communications from Tenderers and the Authority during the Procurement must be made using the Authority's e-Tendering Platform (Jaggaer). The Authority shall not respond to communications made by other means and Tenderers should not rely on communications from the Authority unless they are made through the Authority's e-Tendering Platform (Jaggaer).
- 1.11 If a Tenderer experiences technical difficulty with the Authority's e-Tendering Platform (Jaggaer), the Tenderers shall contact the e-Tendering Platform (Jaggaer) helpdesk. The Tenderer shall also inform the Authority.



## SECTION 2: KEY DATES

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

STAGE	DATE AND TIME	INITIATED BY	SUBMIT TO:
Prior Information Notice published on Find a Tender Service & Future Opportunity Notice published on Contracts Finder	28/10/2022	The Authority	N/A
Contract Notice published on Contracts Finder and Find a Tender Service	09/11/2022	The Authority	
<b>STAGE 1 SELECTION</b>			
Stage 1 – TI published – Standard Selection Questionnaire (SSQ)	09/11/2022	The Authority	
Stage 1 – Supplier Engagement Event <sup>2</sup>	21/11/2022	The Authority	All Tenderers
Stage 1 – Deadline for Tenderers to submit clarification questions	25/11/2022 12:00 GMT	Tenderers	The Authority
Stage 1 – Deadline for the Authority to answer clarification questions	29/11/2022	The Authority	Tenderers
Stage 1 – Stage 1 Selection Response Deadline	09/12/2022 12:00 GMT	Tenderers	The Authority
Evaluation of Stage 1 Selection Responses	09/12/2022 – 13/01/2022	The Authority	
Notification of Stage 1 Outcome	16/01/2023	The Authority	Tenderers
<b>STAGE 2 AWARD</b>			
Stage 2 – ITT published to shortlisted Tenderers – Invitation to Tender (ITT)	17/01/2023	The Authority	
Stage 2 – Deadline for Stage 2 Tenderers to submit clarification questions	02/02/2023 12:00 GMT	Tenderers	The Authority
Stage 2 – Deadline for the Authority to answer Stage 2 clarification questions	07/02/2023	The Authority	Tenderers
Stage 2 – Deadline for Stage 2 Tenderers to submit final Tender.	13/02/2023 12:00 GMT	Tenderers	The Authority
Evaluation of Stage 2 Tender Responses	13/02/2023 – 03/03/2023	The Authority	
Notification of Intention to Award	06/03/2023	The Authority	Tenderers

<sup>2</sup> Supplier Engagement Event(s) provide the Authority the opportunity to present the requirement to all Tenderers at the same time. A copy of any presentations used will be issued to all Tenderers regardless of attendance. It gives Tenderers the opportunity to ask questions about the requirement.



Department for  
International Trade

Standstill	07/03/2023 – 16/03/2023	The Authority	
Contract Award	17/03/2023	The Authority	Winning Tenderer
Contract Commencement	21/03/2023	The Authority / Winning Tenderer	



### **SECTION 3: TENDER PREPARATION AND SUBMISSION**

- 3.1 By submitting a Response at Stage 1 Selection, Tenderers agree to be bound and accept the terms and conditions set out in this TI. A Response will be considered compliant where it consists of the duly completed SSQ and a duly completed Conflicts of Interest Declaration Form and, where applicable, the following:
- a duly completed Consortium Information Form; and
  - a duly completed Commercially Sensitive Information Form
- 3.2 The Authority may withdraw, terminate, or amend the Procurement or this TI at any time. Any amendment to the Procurement or this TI shall be notified in writing to Tenderers. The Authority may reissue the Procurement documents before the Stage 1 Selection Response Deadline and may, at its discretion or (where applicable) in accordance with the Public Contract Regulations 2015, extend the Stage 1 Selection Response Deadline and / or any other stages of the Procurement.

#### **PART A: CONSTRUCTION OF RESPONSE**

- 3.3 The Response to Stage 1 Selection must be written in English (UK) language and follow all instructions in Schedule 02 Standard (Selection Questionnaire), this TI and the Authority's e-tendering portal, Jaggaer.

#### **PART B: SUBMISSION OF RESPONSE**

- 3.4 The Response must be uploaded onto Authority's e-Tendering Platform (Jaggaer) by the Stage 1 Selection Response Deadline. The Authority reserves the right to reject any Response received after the Stage 1 Selection Response Deadline.
- 3.5 Tenderers must complete all parts of the Response form in the Authority's e-Tendering Platform (Jaggaer) in accordance with the instructions therein. Responses shall be checked for completeness and only compliant Responses shall be evaluated.
- 3.6 Tenderers must not exceed stipulated page/word limits or include attachments which have not been requested by the Authority. The Authority shall disregard attachments which have not been requested and where any part of the Response goes beyond defined page/word limits, the Authority will truncate the Response and only evaluate up to the limit.
- 3.7 Samples are not required for this Procurement.
- 3.8 The Response shall be the single source of information used to shortlist Tenderers to Stage 2 Award. The Authority shall only take account of information which is specifically asked for in this TI and associated documents.

#### **PART C: PRICING**

- 3.9 Pricing information is not required to be submitted at Stage 1 Selection. The full Pricing Schedule, tender requirements and evaluation methodology will be published in the ITT at Stage 2 Award.
- 3.10 A summary of the potential pricing criteria to be evaluated at Stage 2 Award is included in this TI for information only.





- 3.11 The Contract shall be awarded as a confirmed set of Services required (Work Package (A)) which will be based on firm prices submitted as part of the Tender at Stage 2 Award. A secondary set of Services will be awarded as an “Option” (Work Package (B)), meaning the Authority is not obligated to proceed with those Services or commission those Services from the successful Tenderer under the Contract. Any rates submitted in response to Stage 2 Award shall be held by the Tenderer in respect of Work Package (B) also.
- 3.12 The estimated total maximum budget for the Contract (for both Work Packages) is £1,200,000 (excl. VAT). For the first stage deliverables (Work Package (A)), the Authority expects to spend up to a maximum of £350,000 (excl. VAT). The maximum that the Authority expects to spend for second stage deliverables (Work Package (B)), should the Authority enable this option, is a maximum of £650,000 (excl. VAT). The remaining £200,000 (excluding VAT) of the total maximum Contract budget will be used and allocated at the discretion of the Authority and only if required.

#### PART D: SUB-CONTRACTING

- 3.13 All information that the Tenderer is requested to provide in its Response must be given in respect of the Prime Contractor.
- 3.14 Any Key Sub-Contractor(s) must also complete Parts 1 and 2 of the Selection Questionnaire at Schedule 02 in addition to the Prime Contractor. Information on how to this is in Schedule 02 and also on Jaggaer.
- 3.15 The Authority recognises that arrangements in relation to sub-contracting may be subject to change and may not be finalised until a later date. The Tenderer shall inform the Authority immediately of any changes to the supply chain following submission of the Response, and any time again during Stage 2 Award (if the Tenderer progresses).

#### PART E: CONSORTIA

- 3.16 Where a Tenderer is proposing to submit a Response as part of a proposed consortium, the Tenderer must complete the Tenderers Consortium Information Form at Schedule 03.
- 3.17 In accordance with Regulation 19(6) of PCR 2015, the Authority may require a successful consortium to form a separate corporate entity.
- 3.18 All members of the consortium shall be required to provide the information required in the Response as part of a single composite response to the Authority. This information should be submitted by the Tenderer as part of the Response.
- 3.19 The Authority recognises that arrangements in relation to a consortium may be subject to change and may not be finalised until a later date. Tenderers shall respond on the basis of envisaged arrangements. The Tenderer shall inform the Authority immediately of any changed to the consortium following submission of the Response. Where a change in consortium would have resulted in the Tenderer failing to progress to Stage 2 Award, the Authority reserves the right to exclude the Tenderer from further participation in the Procurement.

#### PART F: CLARIFICATIONS





- 3.20 Tenderers may raise questions or seek clarification regarding any aspect of this Procurement prior to the clarification deadlines (as set out in Section 3 Part F to this TI for each Stage of the Procurement). The Authority shall respond to all reasonable clarifications submitted prior to the clarification deadline as soon as possible but cannot guarantee a minimum response time.
- 3.21 If a Tenderer believes that a clarification request is commercially sensitive or that publishing the clarification with the Authority's response would reveal confidential information, disclosure of which would be detrimental to the Tenderer. The Tenderer must clearly state that the clarification is sensitive and provide a justification upon submission. If the Authority considers the clarification and response is not commercially sensitive or all Tenderers may benefit from its disclosure the Authority will notify the Tenderer. The Tenderer shall have two (2) working days of the notification to withdraw their clarification. If the clarification is not withdrawn the clarification request and Authority's response will be published to all Tenderers.
- 3.22 The Authority may not respond to a clarification or publish it where the Authority considers that the response may prejudice the Authority's commercial interests. In such circumstances, the Authority will inform the Tenderer of its view.
- 3.23 The Authority reserves the right (but is not obliged) to seek clarification of any aspect of a Response and/or provide additional information during the evaluation phase in order to carry out a fair evaluation. Failure to respond within the timescales specified and/or to provide an adequate response to such a request may result in the Tender being rejected.

#### PART G: CHANGES TO RESPONSES

- 3.24 Tenderers may modify their submitted Responses at any time prior to the Stage 1 Selection Response Deadline. Responses submitted before the deadline shall remain unopened until the Stage 1 Selection Deadline or such time thereafter when all Responses shall be opened together.
- 3.25 Tenderers may withdraw their Response at any time by submitted a notice via the Authority's e-Tendering Platform (Jaggaer).



## **SECTION 4 – CONDITIONS OF RESPONDING**

- 4.1 By issuing this TI, communicating with a Tenderer or any other communication in respect of this Procurement, the Authority shall not be bound to accept any Response, nor progress to Stage 2 Award, nor ultimately be bound to award a contract. The Authority reserves the right to:
- 4.1.1 disqualify any Tenderer that does not submit a compliant Response in accordance with the instructions set out in this TI;
  - 4.1.2 disqualify any Tenderer for the provision of false, inaccurate or misleading information;
  - 4.1.3 withdraw or terminate this TI/Procurement at any time. Any withdrawal or termination shall be notified in writing to all Tenderers;
  - 4.1.4 choose not to award any contract as a result of the current Procurement;
- 4.2 The Authority shall not provide any references in relation to Services received from any external organisation.

## **PART A: CONFORMING TO THE LAW**

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

## **PART B: INTELLECTUAL PROPERTY RIGHTS**

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

## **PART C: CHANGES TO A TENDERERS CIRCUMSTANCES**

- 4.8 The Authority may:



- 4.8.1 Reject a Response if there is a subsequent change of identity, control, financial standing or other factor throughout any point during this Procurement;
- 4.8.2 Revisit information contained in a Response at any time to take account of subsequent changes to a Tenderers circumstance and reject the Response where those changes to a Tenderers circumstance would have resulted in the Tenderer failing to submit a compliant Response and/or progressing to Stage 2 Award; or
- 4.8.3 Require a Tenderer to certify that there has been no material change to the information submitted in their Response at any point during this Procurement. Failure to do so, may result in the rejection of the Response.

#### PART D: CONFIDENTIALITY

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

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

- 4.15 Tenderers acknowledge there may be circumstances in accordance with the FOIA and the EIR, the Authority may be required to disclose information submitted to it by a Tenderer in addition to any other transparency obligation identified within this TI. If a Tenderer considers any information to be commercially sensitive or of a confidential nature, then Tenderers must complete the Tenderers Commercially Sensitive Information Form (Schedule 05). The Authority will, where practicable, consult the



Tenderer before publishing or disclosing information under the FOIA and/or the EIR to establish whether an exemption may apply.

- 4.16 If a Tenderer receives a request for information relating to this Procurement under the FOIA or the EIR during the Procurement, this should be immediately passed on to the Authority and the Tenderer should not respond to the request without first consulting the Authority.
- 4.17 Tenderers must be aware that the Authority shall publish notification of the Contract and shall publish the contents of any resultant Contract. Before publishing the contract, the Authority shall redact any information which is exempt from disclosure under the FOIA and/or the EIR. Information exempt from publication could include information which would hinder law enforcement; would otherwise be contrary to the public interest or would prejudice the legitimate commercial interest of any person.
- 4.18 No Tenderer shall undertake any publicity activities in relation to this Procurement without the prior written agreement of the Authority, including the format and content of any publicity. Tenderers should not, before the Authority has announced the outcome of the Procurement, disclose or make any statement, which confirms that they have submitted a Response and/or Tender for this Procurement.
- 4.19 Under no circumstances should Tenderers confirm to any third party the Authority's acceptance of an offer of Contract prior to the Authority's announcement of the award of contract without the Authority's consent.
- 4.20 All Central Government Departments, their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice. For these purposes, the Authority may disclose within Government any of the Tenderer's documents and information (including any that the Tenderer considers to be confidential and/or commercially sensitive) provided in its Response and/or Tender. The information will not be disclosed outside Government during the Procurement. Tenderers consent to these terms as part of the Procurement.

## PART F: CONFLICT OF INTEREST

- 4.21 You must inform the Authority immediately of any Conflict of Interest (COI) or potential Conflict of Interest that have arisen or that arise at any point during this Procurement. Tenderers must remain alert to COI and update the Authority if any new circumstance or information arises or changes. Failure to do so and/or manage COI effectively may result in a Tenderers disqualification from further participation in the Procurement. A Tenderer is also required to procure that each Key Sub-Contractor completes a COI Declaration Form in accordance with paragraph 4.22 below.
- 4.22 Tenderers must confirm (and procure that each Key Sub-Contractor confirms) whether or not there is an actual or potential COI for the purpose of this Procurement and/or the Contract with their Response by completing the Conflicts of Interest Declaration Form at Schedule 04, detailing how any COI will be managed. As a minimum, Tenderers COI statements must include:



- 4.22.1.1 Details of the COI;
- 4.22.1.2 Roles and responsibilities;
- 4.22.1.3 Standards for integrity and fair dealing;
- 4.22.1.4 Levels of access to and protection of competition sensitive information
- 4.22.1.5 Confidentiality/Non-Disclosure Agreements
- 4.22.1.6 The Authority's rights of audit; and
- 4.22.1.7 Physical and managerial separation.

In the event the Tenderer is progressed to Stage 2 Award, and a Tender is accepted, any COI Statements shall become part of the Contract and shall be legally binding. Tenderers should upload their (and any subcontractors) completed forms as a "General Attachment" to their Stage 1 Response in Jaggaer.

## PART H: CYBER ESSENTIALS

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

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

- 4.27 Tenderers should determine whether they believe the TUPE applies to this Procurement. Notwithstanding this, Tenderers will note that it is the Authority's view that TUPE is not likely to apply if this Procurement results in a Contract being awarded, although the Authority is not liable for this opinion. The Authority's view is based on the fact that the Procurement of the Contract is not replacing services currently provided under another contract. If TUPE does apply the Authority will wish to satisfy itself that any Tender takes full account of any likely TUPE obligations.
- 4.28 It is the responsibility of Tenderer to take their own advice and consider whether TUPE is likely to apply in the particular circumstances of the Contract and to act accordingly. The Tenderer is encouraged to carry out its own due diligence exercise.



- 4.29 If Tenderers have a contrary view to that of the Authority on the applicability of TUPE they should advise the Authority, giving reasons, prior to the Stage 1 Selection Response Deadline for Tenders.

#### PART J: MODERN SLAVERY

- 4.30 The UK Government is committed to tackling the scourge of modern slavery; an umbrella term that encompasses the offences of slavery, servitude, forced and compulsory labour and human trafficking. Departments must take action to ensure modern slavery risks are identified and managed effectively in government supply chains.
- 4.31 The UK Government requires all central government departments to publish a modern slavery statement which sets out the actions taken, and plans in place, to identify, tackle and prevent modern slavery in central government supply chains.
- 4.32 The Authority has completed a modern slavery risk assessment for this Contract to determine the risk of modern slavery occurring in the supply chain. This Contract has been assessed to have a very low risk. No action will be required by the Tenderer at this time.



## SECTION 5 – EVALUATION

### PART A: SUMMARY OF EVALUATION PROCESS

#### **Stage 1 Selection – Standard Selection Questionnaire**

- 5.1 At Stage 1 Selection (referred to throughout the rest of this section as “Stage 1”), Tenderers will be required to complete and submit answers to both the pass/fail and scored questions of the Standard Selection Questionnaire (SSQ) (Schedule 02) as part of their Response.
- 5.2 Failure to complete any part of the SSQ or submit any information required as part of the Response will be considered non-compliant and the Tenderer disqualified from further participation in this Procurement – see paragraph 3.1 of this TI for what constitutes a compliant Response.
- 5.3 For Stage 1, Responses shall be evaluated on a combination of pass/fail questions and scored technical and professional ability questions as set out in full in the SSQ. The scored questions are worth 100% of the scores available at this Stage. The table below summarises the breakdown of the pass/fail questions and the scored questions:

STAGE 1 SELECTION – STANDARD SELECTION QUESTIONNAIRE				
QUALIFICATION & TECHNICAL ENVELOPE – 100% of Stage 1				
Envelope in Jaggaer	What	Description	Weighting (within Envelope)	Weighting (within Stage)
Qualification	Parts 1, 2 and Sections 4-10 of Part 3	Questions pertaining to company information, grounds for mandatory and discretionary exclusion, and pass/fail selection questions	Pass/Fail	Pass/Fail
Technical	Section 11 of Part 3	Case Study 1	20.00%	20.00%
		Case Study 2	20.00%	20.00%
		Case Study 3	20.00%	20.00%
	Section 12 of Part 3	Team Structure	20.00%	20.00%
		CVs of Team	20.00%	20.00%

- 5.4 The scored questions of the SSQ will be awarded scores according to the following methodology summarised below (see Schedule 02 for further explanation of what the scores mean and how they are applied to a Response):

Score	Quality
0	Unanswered or totally inadequate response
33	Minimal Response





66	Reasonable Response
100	Good Response

- 5.5 At Stage 1, the Tenderer's submitted Responses shall be evaluated by a panel appointed by the Authority as follows:
- 5.5.1 The pass/fail questions of the SSQ will be evaluated by a minimum of two (2) commercial officers.
- 5.5.2 The scored questions of the SSQ will be evaluated by a minimum of three (3) technical experts. They will conduct an individual evaluation first. They will then hold a moderation meeting to agree consensus results for each Tenderer for Stage 1.
- 5.6 Following the consensus meeting for the evaluation of the Stage 1 Response, awarded marks will be multiplied by their question sub-weightings and added together to give each compliant Tenderer a score out of 100.00% for the scored questions. Tenderers will be progressed to Stage 2 Award of the Procurement where they:
- submit a compliant Response;
  - pass all pass/fail criteria of the SSQ;
  - do not score a '0' score against a single scored question in the SSQ; and
  - achieve an overall score of 59.40% or more against the scored questions of the SSQ.
- 5.7 Tenderers that fail to meet all of the conditions stated in 5.6 will be disqualified from further participation in the Procurement and will not proceed to Stage 2 Award.
- 5.8 All Tenderers will be notified of the Stage 1 outcome ahead of Stage 2 Award commencing, including scores, rationales, and whether they have been successful in being shortlisted for Stage 2 Award.
- 5.9 Tenderers that failed any pass/fail question and therefore did not have their scored elements evaluated, will not receive feedback against the scored question responses when notified of the outcome, only the question(s) on which they failed.





## **Stage 2 Award – Invitation to Tender**

- 5.10 At Stage 2 Award (referred to throughout the rest of this section as “Stage 2”), Tenders shall be evaluated using the Most Economically Advantageous Tender (MEAT) methodology. This is where the Authority assesses a Tender based on a combination of quality, social value, and price criteria. The Authority shall award the Contract to the Tenderer that submits the highest scoring response at Stage 2. Stage 1 scores will not be added to the Stage 2 scores, and Tenders will be evaluated solely against the Stage 2 evaluation criteria.
- 5.11 Tenderers progressed to Stage 2 will be required to respond to quality, social value and pricing award criteria and this response will form their Tender.
- 5.12 The quality, social value, and pricing criteria that make up Stage 2 are weighted out of 100% of the Stage 2 scores as follows:
- 5.12.1 Quality = 70%
  - 5.12.2 Social Value = 10%
  - 5.12.3 Pricing = 20%
- 5.13 Within each set of criteria (quality, social value, and pricing), Tenderers are required to respond to individual questions, which together forms their Stage 2 Tender.
- 5.14 The questions within each set of criteria are sub-weighted out of 100% of that set of criteria.
- 5.15 The following table outlines the proposed questions and breakdown of weighting and sub-weightings of each question within each set of criteria (these may be subject to change ahead of the commencement of Stage 2). A relative weighting (relative to 100% of Stage 2) is also shown for reference against each question:

<b>STAGE 2 AWARD – AWARD CRITERIA EVALUATION</b>		
<b>QUALITY – 70.00%</b>		
Question	Sub-weighting (out of 100% of the quality criteria)	Relative Weighting (out of 100% of Stage 2)
1 – Concept	25.00%	17.50%
2 – Content	25.00%	17.50%
3 – Visitor Experience / Journey	25.00%	17.50%
4 – Early Pavilion Design	15.00%	10.50%
5 – Sustainability & Legacy	10.00%	7.00%
<b>SUB-TOTAL</b>	<b>100.00%</b>	<b>70.00%</b>
<b>SOCIAL VALUE – 10.00%</b>		
Question	Sub-weighting (out of 100% of the social value criteria)	Relative Weighting (out of 100% of Stage 2)
6 – Fighting Climate Change	100.00%	10.00%
<b>SUB-TOTAL</b>	<b>100.00%</b>	<b>10.00%</b>
<b>PRICING – 20.00%</b>		



Question	Sub-weighting (out of 100% of the pricing criteria)	Relative Weighting (out of 100% of Stage 2)
7 – Day Rate	25.00%	5.00%
8 – Work Package (A)	75.00%	15.00%
<b>SUB-TOTAL</b>	<b>100.00%</b>	<b>20.00%</b>
<b>GRAND TOTAL:</b>		<b>100.00%</b>

- 5.16 At the commencement of Stage 2 of the Procurement, the Authority will issue, as part of the ITT, the detailed questions, including the specific sub-criteria for each question and response formats.
- 5.17 In response to the quality criteria, Tenderers may also be required to submit a video clip alongside their written Tender.
- 5.18 For the Stage 2 quality criteria, the following scoring methodology shall be applicable (the Stage 2 Bid Pack will contain more detail, the following is a summary only for information for the purposes of this TI):

Score	Quality	Reason
0	Unanswered or totally inadequate response	Does not meet the Award Criteria
25	Minimal Response	Meets some of the Award Criteria
50	Reasonable Response	Meets most of the Award Criteria
75	Good Response	Meets all of the Award Criteria
100	Excellent Response	Meets all of the Award Criteria and in some cases exceeds them.

- 5.19 Any Tenderer scoring a mark of 25 or less against any single quality criteria question will be disqualified from further participation in the Procurement .
- 5.20 For the Stage 2 social value criteria, the following scoring methodology shall be applicable:

Score	Quality	Criteria
0	FAIL	Does not meet the Model Award criteria
25	POOR	Meets some of the Model Award criteria
50	GOOD	Meets all of the Model Award criteria
75	VERY GOOD	Exceeds some of the Model Award criteria
100	EXCELLENT	Exceeds all of the Model Award Criteria



- 5.21 The information submitted against the social value criteria as part of the Tender will become a contractual obligation for the successful Tenderer to deliver on and be used as basis of monitoring the successful Tenderer's performance in respect of social value under the Contract.
- 5.22 For the pricing criteria, Tenderers will be required to respond by submitting a completed Pricing Schedule, answering all the pricing criteria stated in the schedule.
- 5.23 For the pricing criteria, the total overall price weighting is 20%.
- 5.24 The Pricing Schedule will be issued at the commencement of Stage 2 of the Procurement.
- 5.25 The Pricing Schedule will be split into four (4) sections for Tenderers to complete, two (2) parts will be evaluated (as below), and two (2) are for information, but will form part of the Contract:
  - 5.25.1 Day Rates (evaluated);
  - 5.25.2 Work Package (A) (evaluated);
  - 5.25.3 For Information Only Rates (not evaluated); and
  - 5.25.4 Definitions (not evaluated)