



Department
for Work &
Pensions

**Instructions to Tenderers
Open Procedure**

UTILITIES BUREAU SERVICES

Project_24237

ITT_21612

27 August 2021

Contents of Instructions to Tenderers

Bid Pack Contents Glossary of Terms

SECTION A: INTRODUCTION AND BACKGROUND

1. Introduction
2. Requirements Overview
3. Armed Forces Covenant
4. Sustainability Awareness
5. SME's (Small and Medium Enterprises)
6. Social Value

SECTION B: TENDER TIMETABLE

1. Key Dates
2. Deadline for Receipt of Tenders
3. Contract Award

SECTION C: INSTRUCTIONS FOR TENDERERS

1. Administration of the Procurement Process
2. Inputting Information on the Portal
3. Formalities for Submission of Tenders
4. Additional Documents
5. Variant Tenders
6. Clarifications by Tenderers
7. Clarifications by the Authority
8. Modification and Withdrawal of Tenders
9. Change in Circumstances
10. Initial Tender Validity Period
11. Authority's Rights
12. Tender Costs
13. Use of SMEs in the Tenderer's Supply Chain
14. Licensing and Registration
15. The Implementation Phase / Implementation Plan
16. Terms and Conditions
17. Low Risk Security Management Plan
18. Purchase to Pay (P2P)
19. Transfer of Undertakings (Protection of Employment) Regulations (TUPE) & Pensions
20. Warnings and Disclaimers
21. Information provided by the Authority
22. Freedom of Information (FOIA)
23. Confidentiality
24. Publicity
25. Canvassing
26. Conflict of Interest
27. Non-Collusion
28. Copyright

29. Competition Matters
30. Governing Law and Jurisdiction
31. Language
32. The Authority's Complaints Procedure

SECTION D: TENDER EVALUATION METHODOLOGY AND CRITERIA

1. Overview
2. Tender Submission Requirements
3. Tender Evaluation
4. Decision to Award
5. Worked Examples
6. Conclusion of Contract

SECTION D(A): THE QUALIFICATION ENVELOPE

1. Principles
2. Tenderer Information and Exclusion Grounds: Part 1 and Part 2
3. Tenderer Selection Questions: Part 3
4. Notes for Completion
5. Consequences of Misrepresentation

ANNEX A: Selection Questionnaire

- Part 1: Tenderer Information
- Part 2: Exclusion Grounds
- Part 3: Selection Questions

SECTION D(B): THE TECHNICAL ENVELOPE

1. Principles
2. Qualitative Scoring Methodology
3. Qualitative Questions for Service Delivery

ANNEX B: Security, Scored Questions & Sub-contractors

- Part A: Low Risk Security Management Plan
- Part B: Qualitative Scored Questions
- Part C: Social Value Scored Questions
- Part D: Key Sub-contractors (information only)

SECTION D(D): THE COMMERCIAL ENVELOPE

1. Introduction
2. Price Evaluation Methodology
3. Abnormally Low Tenders
4. Completing the Pricing Proposal Template
5. Additional Financial Requirements
6. TUPE & Transformation Costs
7. Additional Financial Information

ANNEX C: Pricing Proposal Template

- Tab 1: Instructions
- Tab 2: Title & Tenderer Information
- Tab 3: Scenario & Price Tolerance
- Tab 4: Pricing Proposal

Tab 5: Cost Allocation

APPENDIX 1 – Specification

Contents

Glossary of Terms

1. Introduction
2. Background
3. Scope
4. Implementation
5. Required Service Outputs
6. Quality assurance and Performance Management
7. Contract Management
8. Security (including data)
9. Exit Management

Annex 1 – Utilities Bureau Service Validation Criteria

Annex 2 – Data Reporting Needs and Distribution

Annex 3 – Service Level Agreements & Key Performance Indicators

Annex 4 – Utilities Database requirements

Bid Pack Contents

The following documents shall form part of the ITT and can be found on the Portal.

| Title |
|--|
| Utilities Bureau Services Contract Template |
| Specification |
| Instructions to Tenderers |
| Selection Questionnaire (SQ) – Qualification Envelope (mandatory completion) |
| Qualitative Scored Questions – Technical Envelope (mandatory completion) |
| Social Values Scored Questions – Technical Envelope (mandatory completion) |
| Pricing Proposal Template – Commercial Envelope (mandatory completion) |
| Low Risk Security Management Plan – Technical Envelope (mandatory completion) |
| Key Sub-contractors Template – Technical Envelope (as applicable) |
| Commercially Sensitive Information Template – Technical Envelope (as applicable) |
| Sustainable Procurement Awareness sheet |
| Armed Forces Covenant |

Glossary of Terms

| | |
|-----------------------------|---|
| 2015 Regulations | means the Public Contracts Regulations 2015; |
| Advert | means the notice published by the Authority on 27 August 2021 on the Find a Tender service and Contracts Finder in respect of the procurement by the Authority of "Utilities Bureau Services"; |
| Associated Documents | means, in addition to these Instructions to Tenderers, any other documents or information which the Authority may from time to time provide or make available in connection with the Procurement Process; |
| Authority | means the Secretary of State for Work and Pensions acting as part of the Crown through his/her representatives in the Department for Work and Pensions; |

| | |
|-------------------------------|---|
| Award Criteria | means the quality, social value and price criteria, which are the criteria described in Section D(B) paragraph 3 and Section D(C) (respectively) of these Instructions to Tenderers according to which Tenders will be evaluated using the Technical Envelope and Commercial Envelope; |
| Change in Circumstance | has the meaning given to that expression in Section C paragraph 9.1 of these Instructions to Tenderers; |
| Commercial Envelope | shall have the meaning given in Section D paragraph 2.1.3 of these Instructions to Tenderers; |
| Consortium | means a group of organisations or individuals that collectively wish to Tender for the Contract with one party acting as the lead of such consortium; |
| Contract | means the contract concluded (if any) in respect of the Services between the Authority and the Successful Supplier pursuant to the Procurement Process; |
| Contract Award Notice | means the public announcement of the outcome of a public procurement exercise (in this case the Procurement Process) on the Find a Tender Service and Contracts Finder |
| Contracts Finder | means the UK database of advertisements and award notices maintained by the Crown Commercial Service, to be used by contracting authorities to comply with the advertising and notification obligations of Part 4 of the 2015 Regulations; |
| Crown | means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including, but not limited to, government ministers, government departments, government and particular bodies, and government agencies. In this Contract, the Authority is acting as part of the Crown; |

| | |
|-------------------------------------|--|
| Crown Representative or CR | means an authorised representative of the Crown; |
| Eligibility Questions | has the meaning given in Section D, paragraph 3.1 ; |
| EIR | means the Environmental Information Regulations 2004; |
| Find a Tender Service or FTS | means the UK e-notification service, a single web-based portal which is provided, by or on behalf of the Cabinet Office. Notices that are submitted to the UK e-notification service for publication are published in an area of the portal that is freely accessible to the public; |
| FOIA | means the Freedom of Information Act 2000; |
| Government | includes the Authority, HM Treasury, the Cabinet Office or any other department, office or agency of the Crown); |
| Implementation Phase | means the period when the Implementation Plan will be carried out, being the period between the Commencement Date and the Activity Date, both have the meaning in the Contract. |
| Implementation Plan | means the plan of preparatory or preliminary work prior to the Activity Date of the Contract; |
| Instructions to Tenderers | means these instructions to tenderers, which form part of the ITT; |
| ITT | means the invitation to tender pack relating to the Procurement Process, including these Instructions to Tenderers, any Associated Documents and the various documents annexed to or referred to in these Instructions to Tenderers; |
| Milestone | means a significant stage or event in the Implementation Plan; |
| Portal | means the Authority's e-Procurement Solution (ePS) portal used by the Authority for the purposes of administering the Procurement Process electronically, which is currently supplied by Jaggaer; |

| | |
|---------------------------------------|---|
| Procurement Process | means the procurement process, in respect of the procurement by the Authority of the Services, which commenced with the issue of the Advert; |
| Qualification Envelope | shall have the meaning given in Section D paragraph 2.1.1 of these Instructions to Tenderers; |
| Self Cleaning | has the meaning given in Section D(A) paragraph 2.1 of these Instructions to Tenderers; |
| Services | means the services to be supplied under the Contract, as more particularly described in the Specification; |
| Special Purpose Vehicle | means a newly incorporated body established solely to Tender for the Contract; |
| Specification | means the document headed "Specification" on the Portal or any revised version of this "Specification" which may be issued by the Authority from time to time as part of the Procurement Process and sets out the requirements of the Authority; |
| Standstill Period | means the ten (10) day pause between Contract award decision and the formal award of the Contract, beginning with the day after the intention to award (or "standstill letter") is sent and ending on a Working Day, during which the Authority will not enter into the Contract; |
| Sub-contractor/Sub-contracting | means any third party proposed to be appointed by the Successful Supplier, which through its employees or agents shall directly deliver the Services, or a part thereof; |
| Submission Deadline | means the final time and date for receipt of Tenders by the Authority, being the time and date set out in the procurement timetable at Section B paragraph 1.1 of these Instructions to Tenderers, or such other time and date as may be subsequently communicated by the Authority to Tenderers for these purposes; |

| | |
|--|---|
| Successful Supplier | means the Tenderer appointed or to be appointed (preferred Tenderer) by the Authority as a result of the Procurement Process to provide the Services; |
| Supplier | means any person or entity or group of such persons and entities, including any temporary association of undertakings, which offers the supply of products or the provision of services on the market in connection with the Procurement Process; |
| Technical Envelope | shall have the meaning given in Section D paragraph 2.1.2 of these Instructions to Tenderers; |
| Tender | means a tender, in respect of the Services, which is or (as the context requires) may be submitted in response to these Instructions to Tenderers by a Tenderer; |
| Tenderer | means any person (including any corporate entity or other organisation) who has been invited by the Authority to submit a Tender in response to these Instructions to Tenderers and subsequently submits a Tender; |
| Tenderer's Team | means: <ul style="list-style-type: none"> (i) in the case of any Consortium or prime contractor/Sub-contractor Tender structures, the Tenderer and each of the relevant Consortium members or Sub-contractors; and (ii) any officers, employees, agents or advisors of the Tenderer and/or (if applicable) of any relevant Consortium members or Sub-contractors; |
| TUPE | means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended); |
| Utilities Bureau Services Contract Template | means the form of agreement, in respect of the provision of the Services, set out on the Portal or any revised version of this form of agreement (as applicable) which may be issued by the Authority from time to time as part of the Procurement Process; |

| | |
|--|--|
| Voluntary Community and Social Enterprise | means a legal entity consisting of an individual organisation or a group of voluntary, community and/or social enterprise members, which is created to serve a function and for the purposes of these Instructions to Tenderers Tender for the Contract; |
| Working Day | has the meaning given in the Utilities Bureau Services Contract Template; |

SECTION A: INTRODUCTION AND BACKGROUND

1. Introduction

1.1 These Instructions to Tenderers:

1.1.1 invite Tenderers to submit their Tenders in accordance with the instructions set out in these Instructions to Tenderers;

1.1.2 set out the overall timetable and process for the procurement;

1.1.3 provide Tenderers with sufficient information to enable them to submit a compliant Tender;

1.1.4 explain the administrative arrangements for the receipt of Tenders;

1.1.5 set out the Award Criteria and Tender scoring methodologies that will be used to evaluate Tenders; and

1.1.6 set out the Contract award process.

1.2 Unless the context otherwise requires, capitalised expressions used in these Instructions to Tenderers have the meanings set out in the "Glossary of Terms" at the start of these Instructions to Tenderers.

2. Requirements Overview

2.1 The Procurement Process relates to the proposed Contract for provision of the Services.

2.2 This Procurement Process is being conducted by way of an open procurement procedure under Regulation 27 of the 2015 Regulations.

2.3 As set out in the Advert, the Authority currently anticipates awarding a Contract for the Services for an initial period of 3 years with an option for the Authority to extend the Contract for 2 additional periods of one year each up to a total Contract period of 5 years overall, unless terminated earlier in accordance with the provisions of the Contract.

3. Armed Forces Covenant

3.1 The Armed Forces Covenant on the Portal is a pledge for businesses, charities and organisations to demonstrate their support for the armed forces community. The covenant is **not** a condition of working with the Authority now or in the future **nor** will this form part of the Procurement Process including the tender evaluation, Contract award procedure or any resulting contract.

4. Sustainability Awareness

4.1 Tenderers should be aware of the Authority's expectations relating to sustainability as described in the Sustainable Procurement Awareness Sheet on the Portal.

5. **SMEs (Small and Medium Enterprises)**

- 5.1 Tenderers should be aware of the Authority's commitments relating to the use of SMEs in the supply chain as described in **Section C paragraph 13**.

6. **Social Value**

- 6.1 The Public Services (Social Value) Act 2012 places an obligation on the Authority to have due regard to economic, social and environmental wellbeing in connection with public services contracts. The Authority is committed to considering opportunities through its procurement activities to address social value issues through the adoption of the Governments Social Value Model. Further information and guidance on Life Chances can be found online:

[Guide-to-using-the-Social-Value-Model-Edn-1.1-3-Dec-20.pdf](#)

[\(publishing.service.gov.uk\)](#) and [Social-Value-Model-Edn-1.1-3-Dec-20.pdf](#)

[\(publishing.service.gov.uk\)](#)

SECTION B: TENDER TIMETABLE

1. Key Dates

- 1.1 The key dates for this Procurement Process are currently anticipated to be as follows:

| Activity | Date |
|---|-----------------------------------|
| Publication of the Advert which constitutes the issue of the ITT including Terms and Conditions of Contract and Specification | 27 August 2021 |
| Deadline for submitting clarification requests | 27 September 2021 |
| Target date for publication of the final clarification Q&A log | 30 September 2021 |
| Submission Deadline | 12:00 hours on the 4 October 2021 |
| Evaluation of Tenders and approvals | 10 November 2021 |
| Notification of Contract award decision (pre-Standstill Period) | 11 November 2021 |
| End of Standstill Period | 22 November 2021 |
| Contract Award / Commencement Date | 24 November 2021 |
| Implementation Phase commences | 1 December 2021 |
| Services delivery (Activity Date) date | 1 April 2022 |

- 1.2 Whilst the Authority does not intend to depart from the timetable above, it reserves the right to do so at any stage.

2. Deadline for Receipt of Tenders

- 2.1 Tenderers must submit their Tenders in the manner prescribed in these Instructions to Tenderers no later than the Submission Deadline.
- 2.2 Any Tender received after the Submission Deadline or by any method other than via the Portal will not be considered. The Authority may at its discretion extend the Submission Deadline and in such circumstances the Authority will notify all Tenderers of any such change via the Portal.
- 2.3 By issuing the ITT the Authority is not bound in any way and does not have to accept any Tender and may cancel the Procurement Process at any time at its discretion.

3. Contract Award

- 3.1 Once the Authority has reached a decision in respect of a Contract award, it will notify all Tenderers of that decision and hold a Standstill Period of 10 calendar days.

3.2 Contract award is subject to the formal approval process of the Authority. Until all necessary approvals are obtained and the Standstill Period concluded, no Contract will be entered into.

SECTION C: INSTRUCTIONS FOR TENDERERS

1. Administration of the Procurement Process

- 1.1 The Authority will be administering the Procurement Process electronically via the Portal. All communications with the Authority must be conducted via the Portal.
- 1.2 To ensure all the communications relating to the Procurement Process are received, the Tenderer must ensure that the point of contact it nominates and specifies on the Portal is accurate at all times.
- 1.3 Support is available to help Tenderers to understand and use the Portal or query any issues with the Portal as follows:
 - Freephone helpdesk (0800 069 8630), available Monday-Friday 8am to 6pm (UK time in English language only); or
 - By emailing: help@bravosolution.co.uk; and
 - Help guides available within the Portal.
- 1.4 Tenderers must ensure that their registration on the Portal directly relates to the part of the Tenderers organisation that submits the Tender (some larger organisations may have several subsidiaries so registration needs to apply to that part of the organisation responsible for the Tender). The entity tendering for the Contract must be the party that will enter into the Contract if appointed as the Successful Supplier.

2. Inputting Information on the Portal

- 2.1 Tenderers may use the online 'Help for Suppliers' function on the Portal. The content is designed to explain the Portal in business terms, allowing Tenderers to quickly understand the features and benefits of the software. The 'Help for Suppliers' function content is presented by software module, and divided into process activities, for example, ITTs and e-Auctions.
- 2.2 If Tenderers have any software queries refer to the 'Help for Suppliers' function in the first instance. If there is still an issue, Tenderers should email or telephone the Portal helpdesk using the details in **Section C paragraph 1.3** of these Instructions to Tenderers above, with a Tender reference, a clear description of the problem and contact details (ensure that plenty of time is allowed for issues to be resolved prior to any deadlines including the Submission Deadline).
- 2.3 Tenderers should save progress regularly when using the Portal. For security reasons access to the Portal will 'time out' if inactive (i.e. if you do not click 'save') for fifteen (15) minutes or more. Failure to save regularly risks losing your work. This is part of strict Government requirements to maintain security and Tender integrity and cannot be changed. **Note**; that typing does not mean you are active on the Portal.

- 2.4 Please ensure that 'pop ups' are not blocked on your browser. Should you be inactive for fifteen (15) minutes, the Portal will notify you through a 'pop up'. It is vital that that you are able to see this pop up in order to click the 'Refresh' link in this 'pop up' so you are not disconnected from the Portal and lose any unsaved information.
- 2.5 Do not leave your response until the last minutes/hours before the Submission Deadline. If you experience connection problems, you may miss the Submission Deadline. Late Tenders will not be accepted. It will not be possible to upload any further information after the Submission Deadline. IT problems within Tenderers' systems will not be considered by the Authority as reasonable grounds for late submission of Tenders.
- 2.6 Please ensure that you submit your response when completed using the '**submit response**' button on the Portal. Failure to do this will result in your Tender not being visible to the Authority.
- 2.7 If the Authority makes any changes to the settings and/or questions areas of a live/running Tender, Tenderers must re-publish their response on the Portal. This is to ensure that changes are brought to the attention of Tenderers. You may receive a message prompt from the Authority. Generally, this will not mean re-entering information but you should not rely on this as it is each Tenderers responsibility to ensure that responses to each question are uploaded correctly.
- 2.8 Do not use the 'Back' or 'Forward' buttons on your browser, you could potentially lose your work. Please use the links on the Portal to navigate through the Tender.
- 2.9 To understand icons, use your mouse to 'hover' over the icon and view the 'ToolTip'. **Note;** that Numeric fields will not accept text, spaces, symbols etc. and, the red asterisk indicates a **mandatory** field, which must be completed in order for Tenderers to be able submit their response to the Authority.
- 2.10 Tenderers that are delegating their response for colleagues to complete should ensure that their colleagues are aware of this information, the Instructions to Tenderers and, should be IT literate.
- 2.11 Tenderers should treat Portal logins securely. If you believe that you have lost your password, please log onto the website and click onto "Forgotten your password?" and follow the instructions.
- 2.12 The Qualification Envelope will show some information provided when the Tenderer registered on the Portal. The answers provided in that profile will automatically be used to pre-populate some parts of the Qualification Envelope. Tenderers should check this information and have the opportunity to update these answers (as appropriate), any new information will be saved against the organisation profile.

3. Formalities for Submission of Tenders

- 3.1 The Instructions to Tenderers have been specifically designed to be compatible with the Authority's e-tendering and evaluation requirements and must not, under any circumstances, be altered by Tenderers.
- 3.2 Tenderers must adhere to the following requirements and all other instructions specified in these Instructions to Tenderers when submitting their Tenders:
- 3.2.1 Do not embed documents within other documents. Instead provide separate electronic copies of the documents, clearly labelled and referenced, if necessary;
- 3.2.2 The Tender must be in English;
- 3.2.3 Each Tender must be uniquely named or referenced;
- 3.2.4 The Tender must include a list of all supporting material;
- 3.2.5 Electronic copies of the Tender shall be in Microsoft Word, MS Excel or PDF format. Files submitted in other formats will not be accepted;
- 3.2.6 Tenderers should use Arial 12 font type and size and text must be in black typeface;
- 3.2.7 Line spacing must be 1.15;
- 3.2.8 Tenderers must answer all questions/provide all other responses using the relevant templates provided, presenting them in the same sequence and using the same references. All answers must be self-contained with no cross-referencing. Responses to individual parts of the Technical Envelope may be evaluated by different teams of evaluators and so each of these responses must be capable of evaluation on a stand-alone basis rather than cross referring to other responses;
- 3.2.9 Please note that text responses to questions are deliberately capped at a maximum number of pages, so each response should not exceed this limit. Each response to each question is subject to the maximum page limit specified in that question.
- 3.2.10 Tenderers should:
- Submit their response to each question in an attachment to the text box in the Portal (“**Attachment**”);
 - Ensure the page limit in each Attachment does not exceed the page limit specified for each question;
- 3.2.11 Any text which exceeds the page limit specified in each question will not be read by the Authority and shall be disregarded in evaluating

the response. If Tenderers wish to include diagrams, charts or other graphic representations they should do so in the Attachment;

- 3.2.12 It will be the Attachment only that will be used to evaluate Tender responses against each question, unless an 'additional document' has been specifically requested within the question by the Authority, see **Section C paragraph 4 below**. For the avoidance of doubt the page limit shall not apply to the 'additional documents' requested;
- 3.2.13 The text box should be used to label the Attachment only (e.g. "Attachment Response to Question QB5") and not include the response to any specific question;
- 3.2.14 The Tender must be clear, concise and complete. The Authority reserves the right to award a lower score to a Tenderer or exclude the Tenderer from the Procurement Process (as appropriate) if their Tender is not clear, concise and complete. Tenderers should submit only such information as is necessary to respond effectively to these Instructions to Tenderers. Unless specifically requested, do not include extraneous presentation materials;
- 3.2.15 Tenders will be evaluated on the basis of information submitted by the Submission Deadline specified. Where information or documentation submitted appears to be incomplete or erroneous or specific documents are missing, the Authority reserves the right to request the Tenderer to submit, supplement, clarify or complete the information or documentation. This right to request clarification is without prejudice to the Authority's rights to reject a Tender under **Section C paragraph 11** or otherwise in these Instructions to Tenderers;
- 3.2.16 The Tender must be submitted by a duly authorised representative of the Tenderer;
- 3.2.17 All acronyms and abbreviations, if used, must be fully explained;
- 3.2.18 While the Portal allows for large individual attachment sizes (max 50mb at a time), we recommend that you keep Attachments to a manageable size to ensure ease and speed of access. Please note that the Authority does not guarantee that you will be able to upload files up to the maximum size, particularly at busy times. For this reason, it is recommended that Tenderers should ensure files are well below the maximum stated and allow plenty of time to upload, so they have enough time to resolve any technical difficulties before the Submission Deadline. Only attach documents that the Authority has permitted and make sure that you attach them in the correct area;
- 3.2.19 Where a YES, NO or Not Applicable response is required, please click the appropriate YES, NO or Not Applicable statement on the drop down options bar;

3.2.20 Where any questionnaire or template response documents are in the form of an Excel or similar spreadsheet, Tenderers should note that certain text (e.g. giving instructions or guidance on completion) within cells may not be visible without opening up the relevant cells. Tenderers are responsible for ensuring they have checked each cell as necessary to identify the full text contained in that cell;

3.2.21 Tenderers must not insert or otherwise seek to apply any qualifications or assumptions around any of the matters on which responses are required.

4. Additional Documents

4.1 No additional documentation should be submitted with a Tender unless specifically requested by the Authority in these Instructions to Tenderers. Where additional materials or documents are permitted by the Authority within a question and clearly identified at specific question level as an additional document, such documents shall not count towards the page limit for that question e.g. Draft Implementation Plan (see **Section C paragraph 15**).

4.2 Any additional documents requested by the Authority must be clearly referenced within the body of the Tender using a unique, un-ambiguous and relevant file name.

4.3 Information that forms part of general company literature or promotional brochures will not be evaluated and should not be submitted.

4.4 The additional documents should not contain any inserted, pasted or embedded pictures or documents (image files, Adobe Acrobat documents or other word documents) unless specifically requested by the Authority.

5. Variant Tenders

5.1 As indicated in the Advert, the Authority will not accept any Variant Tenders. All Tenders must be submitted strictly on the basis set out in these Instructions to Tenderers.

6. Clarifications by Tenderers

6.1 Tenderers will have the opportunity to raise clarification questions about these Instructions to Tenderers and the Procurement Process generally from the date the Advert is published to the deadline for submitting clarification requests specified in **Section B paragraph 1.1**. All clarification questions raised must be submitted via the Portal's messaging service and should not identify the Tenderer.

6.2 A "Question and Answer" (Q&A) log will be published on the Portal and updated periodically throughout the Tender period, a final Q&A log will be published on the Portal in accordance with the timetable in **Section B**

paragraph 1.1. It will be the responsibility of each Tenderer to monitor the Portal for the latest activity.

- 6.3 The final date for the submission of clarification questions along with the date of the publication of the final clarification Q&A log on the Portal is shown in the procurement timetable set out at **Section B paragraph 1.1** of these Instructions to Tenderers.
- 6.4 Subject always to the Authority's obligations under FOIA, EIR and/or any other legal requirement, if a clarification question is deemed by a Tenderer to be commercially confidential, then the Tenderer should clearly indicate as part of the question that it believes this is the case and provide reasoning. The Authority will consider the reasoning given by the Tenderer and may exercise its discretion to keep such information confidential when handling the question. However, the final decision regarding disclosure is for the Authority to make at its sole discretion.
- 6.5 Questions not deemed to be commercially confidential will be considered by the Authority to be of significance to all Tenderers. If the Authority intends to follow this course of action in respect of a question which the Tenderer has indicated is commercially confidential it will inform the Tenderer who raised the question before sharing the question with all Tenderers, to provide an opportunity for the question to be withdrawn by that Tenderer. Subject to this, all questions and answers will be made anonymous and made available to all Tenderers via the Portal.

7. Clarifications by the Authority

- 7.1 The Authority may need to clarify details of a Tender and in those instances the Authority will send any questions via the Portal to the named representative of the Tenderer that is registered on the Portal, who should arrange for a reply to be provided by the stipulated clarification response deadline.
- 7.2 The Authority may seek independent financial and market advice to validate information declared, and/or to assist in the evaluation.

8. Modification and Withdrawal of Tenders

- 8.1 Revised Tenders may be submitted up until the Submission Deadline, provided such intention is notified to the Authority using the Portal. Tenderers must ensure they have only submitted a single complete Tender via the Portal as their Tender for evaluation. Tenders may not be modified after the Submission Deadline.
- 8.2 Tenders may be withdrawn at any time before the Submission Deadline but should a Tenderer choose to withdraw their Tender, they should alert the Authority promptly and return to the Authority all copies of the documentation issued to them by the Authority or downloaded from the Portal or confirm secure destruction of the same. It would be helpful if the Tenderer could

provide their reasoning for withdrawing from the Procurement Process to the Authority.

9. Change in Circumstances

9.1 Each Tenderer is required to notify the Authority of the occurrence of any of the events listed below (each a "Change in Circumstance") immediately upon becoming aware of any such event. A **"Change in Circumstance"** means the occurrence of any of the following:

9.1.1 any change, or anticipated change, to the information provided to the Authority in respect of the Tenderer and/or any member of the Tenderer's Team, including (but not limited to) any change to:

9.1.1.1 the identity, control or financial standing of the Tenderer and/or any member of the Tenderer's Team; or

9.1.1.2 the structure of any Consortium and/or Sub-contractor arrangements or any other aspect of the relationship, or proposed relationship, between the Tenderer and any member(s) of the Tenderer's Team; or

9.1.1.3 any other change, or anticipated change, to the circumstances of the Tenderer and/or any members of the Tenderer's Team, or the basis of its Tender, which may be expected to influence the Authority's decision on the suitability of that Tenderer and/or any relevant member of the Tenderer's Team to provide the Services.

9.2 Any such notification shall provide full details of the actual or anticipated Change in Circumstance.

9.3 The Authority reserves the right following a Change in Circumstance to either exclude the relevant Tenderer from further participation in the Procurement Process, or impose such conditions on the Tenderer's continued participation as the Authority considers appropriate, depending on the nature of the Change of Circumstances.

10. Initial Tender Validity Period

10.1 All Tenders must remain valid and capable of acceptance by the Authority for one hundred and eighty (180) days from the Submission Deadline.

11. Authority's Rights

11.1 Subject to its obligations to act in a transparent, proportionate and non-discriminatory manner and in addition to the Authority's rights specified in these Instructions to Tenderers, the Authority reserves the right to:

11.1.1 waive or change the requirements of these Instructions to Tenderers at any time prior to the Submission Deadline. Any such amendment

will be numbered, dated and issued by the Authority via the Portal. Where amendments are significant, the Authority may at its discretion extend the Submission Deadline and if so, will communicate details of any such extension via the Portal;

- 11.1.2 seek clarification or documents in respect of a Tender in accordance with **Section C paragraph 7** of these Instructions to Tenderers;
 - 11.1.3 withdraw these Instructions to Tenderers at any time, or re-invite Tenders on the same or any alternative basis;
 - 11.1.4 choose not to award any Contract as a result of the Procurement Process;
 - 11.1.5 make whatever changes it sees fit to the timetable, structure or content of the Procurement Process; or
 - 11.1.6 provide additional information applicable to all Tenderers regarding the Procurement Process at any time prior to the Submission Deadline. Such information will be communicated via the Portal to all Tenderers.
- 11.2 The Authority will reject a Tender and/or exclude a Tenderer and/or one or more members of the Tenderer's Team from further participation in the Procurement Process (except in connection with **Section C paragraph 11.2.2** where there has been adequate self-cleaning as determined by the Authority) where:
- 11.2.1 a Tender is submitted late, is incomplete, is submitted other than via the Portal or otherwise fails to meet any of the Authority's submission requirements/instructions which have been notified to Tenderers, including those set out in these Instructions to Tenderers;
 - 11.2.2 the Tenderer and/or any relevant members of the Tenderer's Team are unable to satisfy the terms of Regulation 57 of the 2015 Regulations at any stage during the Procurement Process. Tenderers should note that, in accordance with Regulation 57 of the 2015 Regulations, the Authority may take account of information in the public domain in addition to information provided in the Tender. The Authority will contact the Tenderer to clarify such information in the first instance;
 - 11.2.3 the Tenderer and/or any relevant members of the Tenderer's Team are guilty of material misrepresentation or false statement in relation to any Tender and/or the Procurement Process; and/or
 - 11.2.4 the Authority has a right under any other provision in the ITT and/or under a legal requirement including the 2015 Regulations to reject a Tender and/or exclude the Tenderer and/or one or more members of the Tenderer's Team from further participation in the Procurement Process.

12. Tender Costs

- 12.1 The Authority will not be liable for any costs or expenses incurred by any Tenderer or the Tenderer's Team or any other person in connection with the Procurement Process, including (but not limited to) the submission of Tenders, nor will the Authority or any of its officers, ministers, employees, agents or advisors be liable in any way to any Tenderer, any member of the Tenderer's Team or any other person for any costs, expenses or losses incurred by any Tenderer, any member of the Tenderer's Team or any other person in connection with this Procurement Process, including (but not limited to) where the Procurement Process is cancelled or amended or the Authority otherwise decides not to award a Contract pursuant to the Procurement Process.

13. Use of SMEs in the Tenderer's Supply Chain

- 13.1 The Authority is committed to supporting the Government's small and medium-sized enterprise ("SME") initiative; its aspiration is that 33% of spend, direct and through the supply chain, goes to SMEs by 2023. The Successful Supplier will be encouraged to work with the Authority to support the wider SME initiative.

- 13.2 The following link to the Cabinet Office website provides information on the Crown Representative(s) for SMEs, a link to the definition of an SME and details on the SME initiative:

<https://www.gov.uk/government/policies/buying-and-managing-government-goods-and-services-more-efficiently-and-effectively/supporting-pages/making-sure-government-gets-full-value-from-small-and-medium-sized-enterprises>

14. Licensing and Registration

- 14.1 The Authority requires Tenderers to indicate in the Supplier Questionnaire (Qualification Envelope) whether licensing and registration is required for your business in order to provide the Services and, if so, whether your organisation holds the required licensing and registration. The Authority must be satisfied that Tenderer has the required licenses and registration to meet the requirement otherwise the Tender will be rejected.

15. The Implementation Phase / Implementation Plan

- 15.1 Tenderers are required to submit a draft Implementation Plan as part of their Tender, which for the purposes of these Instructions to Tenderers shall be known as an 'additional document'. The draft Implementation Plan will be a document setting out a number of important activities and requirements including (without limitation):

15.1.1 establishing key interfaces and how Tenderers will work collaboratively with the Authority, the incumbent supplier and 3rd parties within the Authority's supply chain;

- 15.1.2 taking account of key obligations (as applicable) e.g. P2P, Security etc.;
 - 15.1.3 identifying and taking account of dependencies and interdependencies (critical path);
 - 15.1.4 the timetable for the delivery of implementation requirements; and
 - 15.1.5 identification of Milestones.
- 15.2 In support of the draft Implementation Plan, Tenderers are required to provide an implementation team organisation chart identifying key team members, with brief descriptions of their experience.
- 15.3 The Successful Supplier will be required to work with the Authority to agree a final Implementation Plan within two (2) weeks of the Commencement Date (Commencement Date has the meaning in the Contract).

16. Terms and conditions

- 16.1 The Contract will be based on the Utilities Bureau Services Contract Template on the Portal. It is vital that Tenderers review these carefully, to take account of all information including amongst other obligations, TUPE, key performance indicators, service levels, security and data protection requirements and, that the Tender fully takes account of the obligations under the Utilities Bureau Services Contract Template. The Successful Supplier will be required to enter into a Contract using the Utilities Bureau Services Contract Template. By submitting a Tender, Tenderers are agreeing to be bound by the Utilities Bureau Services Contract Template without negotiation or amendment.

17. Low Risk Security Management Plan

- 17.1 The Cabinet Office has introduced mandatory requirements relating to data handling, security and information assurance in Government contracts. Information must be protected, together with systems, equipment, personnel and processes which support its use. The Successful Supplier will be required to provide an appropriate level of security assurance.
- 17.2 Tenderers are required to complete the Security section of the Selection Questionnaire (SQ) (Qualification Envelope) and the Low Risk Security Management Plan (Technical Envelope) using the templates provided on the Portal. Tenderers are required to detail how they will comply with the Authority's Security Requirements, Security Policies and Standards applicable to Contractors providing services to the Authority. These include compliance with appropriate industry security standards and Government security standards and schemes.
- 17.2.1 Tenderers are required to follow the instructions within the SQ (Qualification Envelope) and answer the set of 10 questions in **Part 3** of the SQ which are scored in accordance with the instructions in the SQ.

17.2.2 The Low Risk Security Management Plan provides guidance on how to respond to the security questions in the template. The Low Risk Security Management Plan comprises of a set of questions (not scored) to assess how the Tenderer will meet the Authority's Security Requirements and Security Policies and Standards and will determine the level of Security due diligence the Authority is required to undertake with the Successful Supplier based on their responses.

18. Purchase to Pay (P2P)

18.1 Tenderers must be prepared to use electronic purchase to pay (P2P) routes, including Catalogue and/or eInvoicing as applicable. Tenderers must be prepared to work with the Authority during the Implementation Phase to set up and test all electronic P2P routes. This may involve creating technical ordering and invoice files, including working with our ERP system service suppliers and systems.

19. Transfer of Undertakings (Protection of Employment) Regulations (TUPE) & Pensions

19.1 Tenderers attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended ("**TUPE Regulations**"). It is the Authority's view that TUPE is likely to be applicable if the Procurement Process results in a Contract being entered into in respect of the Services. Nevertheless, it is the responsibility of each Tenderer to consider whether or not TUPE applies in the individual circumstances of its own Tender.

19.2 The Authority will meet certain employment costs arising from the application of TUPE, being those "Transformation Costs" which are defined in and payable under the Annex A (Transformation Costs) of Schedule 4 (Contract price) of the Utilities Bureau Services Contract. In light of this, the ITT does not include TUPE related employee information.

19.3 Tenderers will be aware that rights provided under occupational pension schemes relating to old age, survivors and injury benefits do not transfer under TUPE. However, in relation to those employees who originally transferred from the public sector (and who continue to work on the outsourced service) certain pension protections will nevertheless continue to apply. These protections are generally referred to as 'fair deal' protections (from the name of the Government policy which originally provided for such protection to be given in public sector outsourcing situations). Consequently, where TUPE applies, Tenderers must make appropriate arrangements to ensure that those transferring employees with 'fair deal' protected pension rights continue to receive appropriate protection.

19.4 In October 2013, updated guidance on the fair deal policy was issued by HMT. As a result of the new guidance, this continued protection will now take the form of the Successful Supplier becoming an admitted employer into the

Principal Civil Service Pension Scheme (“PCSPS”). Further information regarding the application of the new fair deal policy, together with the template admission agreement for the PCSPS can be found below:

<https://www.gov.uk/government/publications/fair-deal-guidance>

<https://www.civilservicepensionscheme.org.uk/employers/applying-to-join-civil-service-pensions/new-fair-deal/>

- 19.5 Link to the Admission Agreement for PCSPS. Please note, the current version at the time of signing will be used:

<https://www.civilservicepensionscheme.org.uk/media/605182/new-fair-deal-admission-agreement-jan-2020.pdf>

- 19.6 Tenderers' attention is drawn to the staff transfer and pensions provisions set out in clause B of the Utilities Bureau Services Contract Template.

General Notices/Requirements

20. Warnings and disclaimers

- 20.1 While the information contained in these Instructions to Tenderers is believed to be correct at the time of issue, neither the Authority or its advisors will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given (including, but not limited to, loss or damage arising as a result of reliance placed by the Tenderer and/or any member of the Tenderer's Team on any such information). This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, the ITT and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Authority.
- 20.2 If a Tenderer proposes to enter into a Contract with the Authority, it must rely on its own enquiries and on the Utilities Bureau Services Contract Template, subject to the limitations and restrictions specified in it.
- 20.3 Neither the issue of the ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual arrangement.

21. Information provided by the Authority

- 21.1 Information relevant to the Procurement Process will be made available to all Tenderers via the Portal. This will include the Authority's policies and any other relevant information, which will be updated over the course of the Procurement Process. The relevant contact for each Tenderer will be notified when the Portal is updated, however, it is the responsibility of each Tenderer to regularly

check the Portal and use the information as the Tenderer considers appropriate in the development of its Tender.

22. Freedom of Information (FOIA)

- 22.1 All information relating to any Tenderer, any member of the Tenderer's Team and/or any Tender which is submitted to the Authority and/or any information relating to any contract to which the Authority is party, including information arising under the Contract or about its performance, may be accessible under the FOIA or the EIR. The Authority is under a legal obligation to disclose such information if requested, unless an exemption under the relevant legislation applies. The Authority may also be required to disclose requirements under other legislation or applicable codes of practice or otherwise as required by law, including by order of a court of competent jurisdiction and/or **Section C paragraphs 23 and/or 24** of these Instructions to Tenderers.
- 22.2 Please note that, consistent with the spirit of its obligations under the FOIA or EIR, as a general principle, the Authority will seek to prevent, or restrict the scope of confidentiality obligations sought to be imposed upon it other than in accordance with the FOIA or EIR. As such the Authority reserves the right not to accept, in whole or in part, receipt of any information marked as confidential or sensitive or to require further explanation of the reasons why the Tenderer considers confidentiality obligations to be appropriate in a particular case.
- 22.3 Any Tenderer must, as part of this Procurement Process, identify to the Authority information which it submits, whether on its own behalf or, in the case of a Consortium, on behalf of the relevant Consortium members, which it regards as being potentially exempt from disclosure by the Authority under the FOIA or EIR. Such identification may be either specific or by class. The Tenderer must state the grounds that it believes exist for potentially exempting the information from disclosure, together with detailed reasoning for each. The Tenderer should also indicate whether it considers that the potential exemption from disclosure applies only for the duration of the Procurement Process or whether the potential exemption would continue after the conclusion of the Procurement Process. Tenderers should provide these details using the **Commercially Sensitive Information** template on the Portal.
- 22.4 Where a Tenderer has indicated that information should be exempted from disclosure, the Authority shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of FOIA. The Authority may, in its absolute discretion, consult with the Tenderer before making a decision on a request for information and in relation to any redactions to the Contract but the Authority's decision in relation to redactions to be made and any the interpretation of any exemptions shall be final in its absolute discretion. The Authority shall not be liable for any loss, damage, harm or other detriment however caused arising from any disclosure of information under FOIA or EIR or any other legal requirement.

22.5 Subject to the application of any exemptions from disclosure under the FOIA or EIR (as appropriate) and redactions due to confidentiality as determined by the Authority, notwithstanding any other term of the Contract, each Tenderer that is appointed as the Successful Supplier of the Services hereby gives its consent for the Authority to publish the Contract to the general public in its entirety, including from time to time agreed changes to the Contract. The relevant Tenderer shall assist and cooperate with the Authority to enable the Authority to publish the Contract.

23. Confidentiality

23.1 Subject to the exceptions referred to in **Section C paragraph 23.3**, the ITT is made available to Tenderers on condition that each Tenderer:

23.1.1 shall at all times treat the ITT as confidential;

23.1.2 subject to **Section C paragraph 23.3**, shall not disclose, copy, reproduce, distribute or pass the ITT to any other person at any time or allow any of these things to happen;

23.1.3 shall not use the ITT for any purpose other than for the purposes of preparing for, and engaging in the Procurement Process and submitting (or deciding whether to submit) a Tender;

23.1.4 shall comply with the provisions of this **Section C paragraph 23** (which contains restrictions on activity relating to publicity within any section of the media); and

23.1.5 shall procure that each of the members of the Tenderer's Team who receives any of the Information is made aware of, and complies with the provisions of, this **Section C paragraph 23.1** as if it were the Tenderer.

23.2 Any Tenderer who, in the Authority's opinion, breaches any of the requirements of **Section C paragraph 23.1** above may, at the Authority's sole discretion, be disqualified from further participation in the Procurement Process (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Tenderer may attract).

23.3 Tenderers may disclose, distribute or pass the ITT to another person if either:

23.3.1 this is necessary and done for the sole purpose of enabling a Tender to be submitted and the person receiving the ITT undertakes in writing to keep the ITT confidential on the same terms as set out in this **Section C paragraph 23** of the ITT; or

23.3.2 the Tenderer obtains the prior written consent of the Authority in relation to such disclosure, distribution or passing of the ITT.

- 23.4 By participating in this Procurement Process, Tenderers understand and agree, and shall procure that all others whose information is supplied to support their Tenders agree, that the Authority is permitted to disclose all information submitted to it to the United Kingdom Parliament or any other contracting authority (as defined in the 2015 Regulations), office or agency of Her Majesty's Government in the United Kingdom and their officers, ministers, servants, agents and advisers. In addition, Tenderers' attention is drawn to **Section C paragraph 23.5** below.
- 23.5 Information supplied by the Tenderer to the Authority will similarly be treated in confidence except:
- 23.5.1 for the disclosure of such information with regard to the outcome of the Procurement Process as may be required to be published on the Finder a Tender Service and Contracts Finder or elsewhere in accordance with the requirements of Government policy on the disclosure of information relating to Government contracts;
- 23.5.2 that as part of the debriefing process we will inform any unsuccessful Tenderer, who has made an admissible Tender, of the characteristics and relative advantages of the successful Tender, as well as, where appropriate, the qualitative evaluation score(s) achieved by and name of the Successful Tenderer;
- 23.5.3 in pursuance of the Authority's statutory obligations under the FOIA as specified in this **Section C paragraph 22**, the EIR, any other legal requirement or the UK Government's requirements on transparency. Even where it is indicated that information supplied is commercially sensitive the Authority may be required to disclose it. Material marked 'confidential' or similar does not mean the Authority accepts any duty of confidence;
- 23.5.4 as specified in **Section C paragraphs 22, 23 and 24.3**; and
- 23.5.5 references may be sought from banks, existing or past clients, or other referees submitted by the Tenderer. The Authority confirms that it will keep confidential any information obtained from referees other than providing to the Crown Commercial Service (CCS) and/or "Contracting Authorities" as defined in the 2015 Regulations.
- 23.6 The Authority is subject to general control and reporting within Government and reports to the Cabinet Office and HM Treasury for all expenditure. 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.
- 23.7 For the purposes mentioned in **Section C paragraph 23.6** above, the Authority may disclose within Government any of the Tenderer's documentation/information (including any that the Tenderer considers to be confidential and/or commercially sensitive, such as specific Tender

information) submitted by the Tenderer to the Authority during the Procurement Process.

- 23.8 The Contractor is expected to comply with the General Data Protection Regulations (“GDPR”). The obligations are specified in the Utilities Bureau Services Contract Template, which includes amongst other obligations an obligation to comply with Data Protection Legislation (‘Data Protection Legislation’ has the meaning given in the Contract) and ensuring that data and consent to data processing collected before that date is brought into line with the requirements under GDPR. Contractors should therefore prepare their Tender on the basis of GDPR applying to the Contract, where data protection applies.

24. Publicity

- 24.1 No publicity regarding the award of any Contract will be permitted unless and until the Authority has given express written consent to the relevant communication. For example, no statements may be made to the “media” regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Authority.
- 24.2 In **Section C paragraph 24.1**, the word "media" shall include (but is not limited to) radio, television, newspapers, trade and specialist press, the internet, social media and email accessible by the public at large and the representatives of such media.
- 24.3 In accordance with the 2015 Regulations and the Government’s policy on transparency, Tenderers should be aware that the Authority intends to make the ITT and details of any subsequent Contract publicly available, by publication on the Government’s Find a Tender Service and Contracts Finder portals, details of all contracts awarded with a value greater than £10,000 will be published on the Find a Tender Service and Contracts Finder websites. Details will be published within thirty (30) calendar days of the Commencement Date, as defined in the Contract.

25. Canvassing

- 25.1 Any Tenderer or member of the Tenderer's Team who, in connection with the Procurement Process:
- 25.1.1 contacts any servant or agent of the Authority or any person acting as an advisor to the Authority prior to a Contract being entered into about any aspect of the Procurement Process in a manner not permitted by the ITT; and/or
- 25.1.2 does anything which would constitute a breach of the Bribery Act 2010, will be disqualified from the Procurement Process (in either case without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Tenderer or member of the Tenderer's Team may attract).

25.2 **Section C paragraph 25.1** of these Instructions to Tenderers applies without prejudice to Part 2 of the 2015 Regulations which provides, in certain circumstances, for the mandatory exclusion of Tenderers.

26. Conflicts of interest

26.1 Tenderers are responsible for ensuring that there are no conflicts of interest between, on the one hand, the Tenderer and/or the members of the Tenderer's Team and, on the other hand, the Authority. The concept of a conflict of interest includes any situation where relevant personnel members of the Tenderer 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 Process.

26.2 Each Tenderer must notify the Authority of any actual or potential conflict of interest that may be relevant to this Procurement Process and/or the submission or evaluation of any Tender as soon as reasonably practicable after it becomes aware of such a conflict. Failure to declare such conflicts and/or failure to address such conflicts to the reasonable satisfaction of the Authority may result in the Tenderer and/or members of the Tenderer's Team being excluded from further participation in the Procurement Process.

26.3 Each Tenderer must ensure that, in the event that any member of the Tenderer's Team is also involved or potentially involved in a competing Tender, appropriate arrangements are put in place to mitigate the risk of distortion to the fairness of the competition and/or of collusion between Tenderers. In the event that the Authority considers that adequate arrangements have not been put in place, the Authority reserves the right to exclude any affected Tenderer from further participation in the Procurement Process, particularly if it considers the integrity of the competition is compromised by a conflict of interest.

27. Non-Collusion

27.1 Any Tenderer or member of the Tenderer's Team who, in connection with this Procurement Process and without obtaining the prior written consent of the Authority:

27.1.1 fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other person (other than a member of the Tenderer's Team acting in that capacity);

27.1.2 enters into any agreement or arrangement with any other person (other than a member of the Tenderer's Team acting in that capacity) that it shall refrain from making a Tender or as to the amount of any Tender to be submitted;

27.1.3 causes or induces any person to enter such agreement as mentioned in **Section C paragraphs 27.1.1 or 27.1.2** or to inform the Tenderer or a member of the Tenderer's Team of the approximate amount of a rival Tender or offers any inducement, fee

or reward to any servant or agent of the Authority or any person acting as an advisor to the Authority in connection with the Procurement Process or does anything which would constitute a breach of the Prevention of Corruption Act 1889 to 1916;

27.1.4 offers or agrees to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender any act or omissions; or

27.1.5 communicates to any person other than the Authority or a member of the Tenderer's Team the amount or approximate amount of its Tender (except where such disclosures are made in confidence to obtain quotations necessary for the preparing of the Tender),

will be disqualified (in either case without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Tenderer or member of the Tenderer's Team may attract).

28. Copyright

28.1 The copyright in the ITT is vested in the Authority. The ITT may not be reproduced, copied or stored in any medium without the prior written consent of the Authority except for the purposes of preparing and submitting Tenders.

29. Competition Matters

29.1 Each Tenderer is responsible for complying with any applicable domestic and other applicable competition law requirements and for obtaining any clearances required under these requirements. For the avoidance of doubt, this includes but is not limited to any merger control clearances which may be required for the creation of the Tenderer entity.

30. Governing law and jurisdiction

30.1 This Procurement Process, any Contract and any non-contractual obligations arising out of or in connection with them shall be governed by, and will be construed in accordance with, English law and subject to the exclusive jurisdiction of the English Courts.

31. Language

31.1 English shall be the official language for all means of communication between Tenderers and the Authority on all matters relating to the Procurement Process.

32. The Authority's Complaints Procedure

- 32.1 The Authority has published a [Commercial Complaints Process](#) for use by Tenderers during the Procurement Process.
- 32.2 Tenderers should note that the Commercial Complaints Process is not a process to appeal any procurement decision and is also distinguished from any remedies available under the 2015 Regulations.

SECTION D: TENDER EVALUATION METHODOLOGY AND CRITERIA

This Section D of the Instructions to Tenderers sets out the detail of the Procurement Process and Award Criteria that the Authority will use to evaluate Tenders.

1. Overview

1.1 As a Tenderer you need to:

- 1.1.1 Answer the eligibility and other mandatory questions within the Qualification Envelope;
- 1.1.2 Complete the Low Risk Security Management Plan (Section D(B), Annex B, Part A), answer the qualitative Scored Questions (Section D(B), Annex B, Part B), answer the social value Scored Questions (Section D(B), Annex B, Part C) and complete the sub-contractor information sheet as applicable (Section D(B), Annex B, Part D) in the Technical Envelope on the Portal;
- 1.1.2 Complete the Pricing Proposal template in the Commercial Envelope on the Portal in accordance with the instructions;
- 1.1.3 Download all documents required from the Portal and when completed upload as **Attachments** to the correct questions and envelopes; and
- 1.1.4 Check and submit your Tender on the Portal.

1.2 The Authority will then:

- 1.2.1 **Compliance check** Tender submissions, to make sure that you have answered all questions in the Qualification Envelope and Technical Envelopes and, have completed the Pricing Proposal template in-line with our instructions in the Commercial Envelope, including any supporting information and additional documents. We will notify you of any compliance issues. If you have not followed our instructions, then we may exclude you from the Procurement Process;
- 1.2.2 **Assess the Qualification Envelope SQ** (Selection Questionnaire), we will assess Tenderers answers to the Qualification Envelope (SQ) in accordance with **Section D(A)**;
- 1.2.3 **Undertake a Qualitative Evaluation**, we will provide Tenderers responses to the Technical Envelope to the Authority's evaluation panel. Each evaluator will independently evaluate the responses to the qualitative and social value Scored Questions at **Annex B, Part B** and **Part C** of **Section D(B)** (Technical Envelope) using the scoring methodology, evaluation criteria and response guidance set out in **Section D(B)** and **Annex B**. As part of this process we may request Tenderer clarifications (if applicable), during the evaluation

process to clarify certain technical points. If the evaluation panel wishes to clarify any areas of your response in this respect, clarification questions will be issued via the Portal on an individual Tenderer basis;

- 1.2.4 **Establish a Moderated Consensus**, once the evaluators have independently assessed the responses to the Scored Questions at **Parts B and C of Annex B to Section D(B)** (Technical Envelope), the Authority will arrange for the evaluators to meet and, facilitate/moderate a discussion. The evaluators will discuss the scoring of the responses to each of the qualitative and social value Scored Questions and review their scores and reasons for those scores. The discussion will continue until the evaluators reach a consensus regarding their scores, and reasoning, for each of the Scored Questions. Once all 'moderated consensus scores' have been agreed, these scores will be used to calculate your final weighted "Quality" and "Social Value" scores. **NB:** Tenderers who do not achieve the minimum score threshold required for each of the Scored Questions will be excluded from taking further part in the Procurement Process. The Authority will tell you that you if you have been excluded from the competition and provide reasons;
- 1.2.5 **Evaluate Pricing**, we will provide the Pricing Proposal template and other responses (as applicable) to the pricing requirements in the Commercial Envelope to the price evaluation panel, who are different evaluators from those who assess the Technical Envelope responses. They will calculate your price score using the evaluation methodology in **Section D(C)**. As part of this process we may request Tenderer clarifications (if applicable), during the evaluation process to clarify certain technical points. If the evaluation panel wishes to clarify any areas of your response in this respect, clarification questions will be issued via the Portal on an individual Tenderer basis. Following any required clarification, the price evaluation panel will calculate your weighted "Price" score using the evaluation methodology in **Section D(C)**; and
- 1.2.6 **Establish a Final Score**, Tenderers overall weighted "Quality", "Social Value" and "Price" scores will be added together the weighted "Price" score, to establish a Tenderers final weighted score. See **paragraph 4** decision to award.

2. Tender Submission Requirements

- 2.1 Each Tenderer will be required by way of its Tender submission to submit to the Authority, via the Portal, three (3) "envelopes" as follows:
 - 2.1.1 The **Qualification Envelope** must be fully completed to confirm the tendering model proposed by the Tenderers. The Tenderers must pass the eligibility questions (further details below in **paragraphs 3.1 and 3.2** of this **Section D**) and provide any requested documentation in order to qualify for the Technical Envelope and the

Commercial Envelope. In addition, the supplier selection and exclusion questions assess the ability and suitability of Tenderers to deliver the Authority's requirements;

2.1.2 The **Technical Envelope** must be fully completed and all Scored Questions responded to as directed. The Tenderers' responses will be used for assessing an overall "Quality" and "Social Value" scores in relation to each Tender that has fully complied with the Qualification Envelope. Where requirements are included but not scored as part of the qualitative or social value evaluation, this is clearly indicated within the Technical Envelope;

2.1.3 The **Commercial Envelope**, must be fully completed and all questions responded to as applicable including the Pricing Proposal template on the Portal in accordance with the guidance therein. The Tenderers' completed Pricing Proposal template must be uploaded by Tenderers and will be used by the Authority for assessing an overall "Price" score in relation to each Tender that has fully complied with the Qualification Envelope and Technical Envelope.

2.2 Tenderers are required to submit a Tender strictly in accordance with the requirements set out in these Instructions to Tenderers, to ensure the Authority has the correct information to undertake the evaluation. If a Tender is equivocal or unclear, the Authority may clarify the equivocal or unclear part, without prejudice to its rights to be able to treat the Tender as non-compliant and reject the Tender if it relates to the Qualification Envelope or if the ambiguity relates to the Technical Envelope and/or the Commercial Envelope, the Tenderer may be awarded a lower score or a nil score if it is equivocal or unclear as to how the Tender meets the specified requirements.

3. Tender Evaluation

3.1 The Tenderer must pass **all** eligibility questions in the Qualification Envelope provisions in accordance with **Section D(A)** and as specified in the SQ ("**Eligibility Questions**") except where the Authority specifies it may exercise its discretion. In the case of a prime contractor/Sub-contractor Tender structure, only the lead Tenderer will have access to the Portal and should complete the SQ on the Portal. If a Tenderer is proposing to sub-contract part of the contract and in doing so will rely on the capacity of a Sub-contractor to fulfil the selection criteria in the SQ then the Sub-contractor must complete Parts 1 and 2 of the SQ using the template SQ, attached as **Annex A to Section D(A)**. Consortium members (other than the lead of the Consortium) must also complete Parts 1 and 2 of the SQ using the template SQ at **Annex A** and the lead of the Consortium must complete the SQ on the Portal and submit it with the Annexes provided by the other Consortium members as attachments. Any Tender that does not pass **all** of the Eligibility Questions, except where the Authority has specified that it may exercise its discretion, will be excluded from the Procurement Process and will not be able to proceed any further.

- 3.2 The Authority will review the Eligibility Questions as described in Parts 1 and 2 of the SQ and, the questions in Part 3 of the SQ. To score a "pass", the Tender must adequately address all key points and include supporting evidence, examples or information requested. The responses must give a reasonable degree of confidence that the Tenderer has the capability, resource and experience to properly perform the Contract. Where a Tenderer scores a "fail" for any question, the Authority will treat the Tender as non-compliant and reject it.
- 3.3 The Authority will undertake a qualitative evaluation and score all the Tenders that pass **all** of the Eligibility Questions in the Qualification Envelope. Tenders are evaluated in accordance with the criteria specified in the Technical Envelope (Scored Questions) and the Commercial Envelope (Pricing Proposal template). The Authority will apply a weighting to the Technical and Commercial Envelope scores, applying the methodology below and subject to **Section D paragraph 5.2:**
- 3.3.1 **Quality (Technical Envelope – Part B):** 55% of total weighting
- 3.3.2 **Social Value (Technical Envelope – Part C):** 10% of total weighting *
- 3.3.3 **Price (Commercial Envelope):** 35% of total weighting
- * from 1st January 2021, procurements include 10% of the total weighting for Social Value criteria, included within the quality weighting. [PPN06/20](#) refers.
- 3.4 The Contract shall be awarded to the most economically advantageous Tender which achieves the highest combined weighted "Quality", weighted "Social Value" and weighted "Price" scores for the qualitative and price elements of the Tender.
- 3.5 An overall weighted score for the "Quality" element referred to in **Section D paragraph 3.3.1** (out of the maximum of 55%) will be determined by reference to the scoring methodology and detailed criteria described in **Section D(B)**, Technical Envelope, **paragraph 2, paragraph 3 and Annex B Part B.**
- 3.6 An overall weighted score for the "Social Value" element referred to in **Section D paragraph 3.3.2** (out of a maximum of 10%) will be determined by reference to the scoring methodology and detailed criteria described in **Section D(B)**, Technical Envelope, **paragraph 2, paragraph 3 and Annex B Part C.**
- 3.7 An overall weighted score for the "Price" element referred to in **Section D paragraph 3.3.3** (out of the maximum of 35%) will be determined by reference to the scoring mechanism described in **Section D(C)**, Commercial Envelope, **paragraph 1.1.**

3.8 The Authority may seek independent financial or other advice to validate information provided by Tenderers or where otherwise considered necessary to assist with any evaluation of Tenders.

4 Decision to Award

4.1 The Authority will add your overall weighted scores for the “Quality” and “Social Value” elements calculated in accordance with **Section D(B)** (Technical Envelope) to your weighted score for the “Price” element calculated in accordance with **Section D(C)** to establish your final overall weighted score, as shown in the worked example at **paragraph 5** below.

4.2 The Tenderer with the highest final weighted score will be awarded the Call-Off Contract.

4.3 If more than one Tenderer receives the same final weighted score, the Tenderer with the highest weighted score for the “Quality” element Scored Question QB3 in Part B of the Technical Envelope will be awarded the Contract.

4.4 If, following the above process, there is still a tie, then the ranking process will continue based on the order of preference in the table below, until there is one clear winner.

| Question Ranking | Question reference |
|------------------|--|
| 1 | QB4 – Part B of the Technical Envelope |
| 2 | QB2 – Part B of the Technical Envelope |
| 3 | QB5 – Part B of the Technical Envelope |
| 4 | QB1 – Part B of the Technical Envelope |
| 5 | QB6 – Part B of the Technical Envelope |

5. Worked Example

5.1 The individual Award Criteria specified in the Scored Questions at **Part B** of **Annex B** to **Section D(B)** will be marked in accordance with **Table A** in **paragraph 2.1** of **Section D(B)** and the weighting applied shown in **Table B** in **paragraph 2.3** of **Section D(B)**. **Note:** The below worked example all questions have a minimum pass threshold of a score of 50, Tenderer C would be excluded from the Procurement Process in respect of question QB4 (post moderation).

| Part B Question | Weighting | Tenderer A | | Tenderer B | | Tenderer C | |
|-----------------|-----------|------------|----------------|------------|----------------|------------|----------------|
| | | Score | Weighted Score | Score | Weighted Score | Score | Weighted Score |
| QB1 | 15% | 50 | 7.50 | 75 | 11.25 | 75 | N/A |

| | | | | | | | |
|--------------|-------------|------------|--------------|------------|--------------|------------|------------|
| QB2 | 20% | 75 | 15.00 | 75 | 15.00 | 75 | N/A |
| QB3 | 25% | 75 | 18.75 | 50 | 12.50 | 100 | N/A |
| QB4 | 25% | 75 | 18.75 | 75 | 18.75 | 25 | N/A |
| QB5 | 10% | 50 | 5.00 | 75 | 7.50 | 50 | N/A |
| QB6 | 5% | 75 | 3.75 | 50 | 2.50 | 75 | N/A |
| Total | 100% | 400 | 68.75 | 400 | 67.50 | 400 | N/A |

5.2 The total weighted score for each Award Criteria where the Tenderer has met the minimum pass threshold requirements in each question above shall be subject to an overall weighting equating to 55%, as detailed in **paragraph 3.3.1** above.

5.3 The individual Award Criteria specified in the Scored Questions for the “Social Value” element at **Part C of Annex B to Section D(B)** will be marked in accordance with **Table A in paragraph 2.1 of Section D(B)** and the weighting applied shown in **Table B in paragraph 2.3 of Section D(B)**. **Note:** The below worked example all questions have a minimum pass threshold of a score of 50, Tenderer C would be excluded from the Procurement Process in respect of question QC2 (post moderation).

| Part C Question | Weighting | Tenderer A | | Tenderer B | | Tenderer C | |
|-----------------|-------------|------------|----------------|------------|----------------|------------|----------------|
| | | Score | Weighted Score | Score | Weighted Score | Score | Weighted Score |
| QC1 | 50% | 50 | 25.00 | 75 | 37.50 | 75 | N/A |
| QC2 | 50% | 75 | 37.50 | 75 | 37.50 | 25 | N/A |
| Total | 100% | 125 | 62.50 | 150 | 75.00 | 100 | N/A |

5.4 The total weighted score for each Award Criteria where the Tenderer has met the minimum pass threshold requirements in each question above shall be subject to an overall weighting equating to 10%, as detailed in **paragraph 3.3.2** above.

5.5 The comparative “Price” score calculated in accordance with **Section D(C)** shall be subject to an overall weighting equating to 35% as detailed in **paragraph 3.3.3** above. **NB:** The below worked example compares a price differential of 12%) where Tenderer A submitted the lowest price.

| Price Element | Tenderer A | Tenderer B |
|---|------------|------------|
| Comparative “Price” element score established in accordance with Section D(C) (Commercial Envelope). | 100.00 | 88.00 |

5.6 The weighted scores for the Scored Questions for the “Quality” and “Social Value” elements (Technical Envelope) and the weighted score for the “Price” element (Commercial Envelope) will be added together to produce the Tenderers final overall weighted score as shown in the following worked example:

| Scored Question Element | Tenderer A | Tenderer B |
|---|--------------|--------------|
| Weighted "Quality" element Score @ 55% | 37.81 | 37.13 |
| Weighted "Social Value" element Score @ 10% | 6.25 | 7.50 |
| Weighted "Price" element @ 35% | 35.00 | 30.80 |
| Total Overall Weighted Score | 79.06 | 75.43 |

6. Conclusion of the Contract

- 6.1 The Authority will notify you if you have been successful or unsuccessful via the Authority's Portal. The Authority will send outcome letters to all Tenderers.
- 6.2 The conclusion of a Contract with the Successful Supplier will be subject to the Authority's internal approval processes and to the application of a ten (10) day Standstill Period in accordance with the 2015 Regulations.
- 6.3 The conclusion of a Contract with be subject to a full financial evaluation, **Section D(A) paragraph 3.1**.
- 6.3.1 Subject to **paragraph 6.3.2** below, where a Successful Supplier is unable to pass a full financial evaluation the Authority reserves to right to conclude a Contract with the Tenderer who scores the next highest combined weighted score, providing that Tenderer is able to pass the full financial evaluation. This process will continue until the Authority is satisfied of the financial stability of the Successful Supplier.
- 6.3.2 The Authority's may decide, at its sole discretion, not to follow the process in **paragraph 6.3.1** above where a Successful Supplier is unable to pass a full financial evaluation and, to not conclude a Contract with any Tenderer. This is without prejudice to the Authority's rights in **Section C paragraph 11**.

SECTION D(A): THE QUALIFICATION ENVELOPE

1. Principles

- 1.1 The following paragraphs and related Selection Questionnaire (“**SQ**”), which can be found on the Portal (Qualification Envelope) and at **Annex A** of this **Section D(A)** includes information and guidance on the completion of questions in the Qualification Envelope. In the case of a prime contractor/Sub-contractor Tender structure, only the lead Tenderer will have access to the Portal and should complete the SQ on the Portal. If a Tenderer is proposing to sub-contract part of the Contract and in doing so will rely on the capacity of a Sub-contractor to fulfil the selection criteria in the SQ then the Sub-contractor must complete **Parts 1 and 2** of the SQ using the template SQ (attached as Annex A). Consortium members (other than the lead of the Consortium) must also complete **Parts 1 and 2** of the SQ using the template SQ at Annex A and the lead of the Consortium must complete the SQ on the Portal and submit it with the Annexes provided by the other Consortium members as attachments. Further guidance on completion of the Qualification Envelope is included in the Qualification Envelope on the Portal.

2. Tenderer Information and Exclusion Grounds: Part 1 and Part 2.

- 2.1 **Part 2 of the SQ** is a self-declaration, to be made by the Tenderer, that you do not meet any of the grounds for exclusion. Any Tenderer that answers ‘Yes’ to any of the Grounds for Mandatory and/or Discretionary Exclusion is given the opportunity in the SQ to provide evidence of the circumstances and any remedial action that has taken place subsequently to rectify the situation in each case, which is known as “**Self-Cleaning**”.
- 2.2 The measures taken by the Tenderer shall be evaluated taking into account the gravity and particular circumstances of the grounds, offence or misconduct. Where the measures are considered by the Authority to be insufficient (whose decision will be final), the Tenderer shall be given a statement of the reasons for that decision and excluded from taking further part in the Procurement Process.
- 2.3 If such evidence is considered by the Authority as sufficient, the Tenderer concerned shall be allowed to continue in the Procurement Process. In order for the evidence to be sufficient, the Tenderer shall, as a minimum, prove that it has:
- 2.3.1 paid or undertaken to pay compensation in respect of any damage caused by the grounds, offence or misconduct;
 - 2.3.2 clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities;
 - 2.3.3 taken concrete technical, organisational and personnel measures that are appropriate to prevent further grounds, offences or misconduct.

Tenderers must refer to the full list of grounds for exclusion (**Part 2 of the SQ**) when completing the SQ:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf

- 2.4 A completed declaration of **Part 1 and Part 2** of the SQ (which can be seen at the end of **Part 1**) provides a formal statement that the information in **Part 1** is accurate and that the Tenderer has not breached any of the exclusion grounds in **Part 2**. Consequently, the Authority requires all the organisations that are relied upon to meet the selection criteria to provide a completed **Part 1 and Part 2** including Consortiums and those Sub-contractors proposed to provide a significant (>20%) or critical part of the requirements. For Consortiums, the lead organisation in a Consortium will complete the selection questions online, via the Portal, whilst other members of the Consortium, must complete the version attached to these Instructions to Tenderers in **Section D(A) (Annex A)**. The lead organisation of the Consortium must provide the completed SQ from other members of its Consortium, as attachments, along with its submission.
- 2.5 The Authority recognises that arrangements set out in **Section 1.2** of the SQ, in relation to a Consortium and/or use of Sub-contractors, may be subject to change and may, therefore, not be finalised until a later date. The lead organisation of a consortium should notify the Authority immediately of any Change in Circumstances or proposed Change in Circumstances, in relation to the structure of the parties that form a Consortium. Tenderers should ensure a completed **Part 1 and Part 2** is returned by the Submission Deadline for any new organisation relied on to meet the selection criteria in this **Section D(A)**, which includes the SQ. The Authority's rights following a Change of Circumstances are as specified in **Section C paragraph 9.3**.
- 2.6 If Sub-contracting, the lead Tenderer must explain which parts will be sub-contracted, who the Sub-contractor is, confirm the Sub-contractor has agreed terms of supply and what contractual commitment the lead Tenderer has from the Sub-contractor to deliver. Details must also be provided about members of the supply chain, the percentage of work being delivered by each Sub-contractor and the key contract deliverables each Sub-contractor will be responsible for. The Tender must explain each Sub-contractor's capability and experience as the context of the question requires. Each Sub-contractor providing a significant portion (20%) or a critical part of the requirements and in any event including those Sub-Contractors being relied on to meet the selection criteria is required to complete **Parts 1 and 2** of the SQ.
- 2.7 The Authority does not require all Sub-contractors to be disclosed. It only requires a lead Tenderer to disclose those Sub-contractors which are to directly provide a significant portion (>20%) or a critical part of the Contract. There is no need to specify those Sub-contractors which are to provide general services and/or support to the lead Tenderer (such as window cleaners, lawyers, desktop software providers etc.) that indirectly enable the lead Tenderer to perform the Contract.

3. Tenderer Selection Questions: Part 3

3.1 *Economic and Financial Standing*

The Authority is entitled to establish minimum standards of economic and financial standing (EFS) which must be met by Tenderers. By submitting the SQ Tenderers confirm that they are able to meet the minimum standards and that they are able to provide the financial information requested in **Part 3**.

If the relevant documentary evidence referred to in the **Part 3** is not provided upon request by the Authority, the Authority reserves the right to reject the SQ. If the SQ is rejected the Tenderer will not be able to proceed in the Procurement Process.

The minimum standards require the Tenderer to achieve a minimum credit rating defined below:

- 25 for a Company Watch H score;
- 10 for a Dun & Bradstreet score.

The Authority will carry out a full financial assessment and due diligence on the Successful Supplier.

3.2 *Security*

In accordance with **Section C paragraph 17** Tenderers are required to comply with the ten (10) Steps to Cyber Security as per the guidance published by the National Cyber Security Centre. **Part 3** of the SQ has a set of ten (10) questions to which Tenderers are required to respond. Each of the ten (10) questions are Yes/No questions and are designed to test the Tenderers maturity with regards to security controls. The questions are scored attracting one (1) point each for an affirmative answer and, Tenderers are required to achieve a minimum score of four (4).

4. Notes for Completion

4.1 In these Instructions to Tenderers including the SQ, where there is reference to "You"/ "Your", this refers to the Tenderer and is intended to cover any economic operator as defined in the 2015 Regulations. This could be a registered company, the lead contact for a group of economic operators, a charitable organisation, a Voluntary Community and Social Enterprise; a Special Purpose Vehicle; or any other form of entity. The completed SQ must identify the entity/entities which will be the Tenderer and (if applicable) the lead Tenderer or the lead member of a Consortium. This section of the SQ/Qualification Envelope is required to provide the necessary details to allow the Authority to understand the nature of the organisation and legal entity of the Tenderer(s) which participate in the Procurement Process and, have completed the SQ including the legal entity/legal entities which is/are responsible for the information provided.

4.2 Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, Tenderers should state 'N/A'.

Should you need to provide additional information in response to the questions in the SQ, please submit a clearly identified attachment to the response.

5. Consequences of Misrepresentation

- 5.1 If a Tenderer misrepresents any information in the completed SQ and so induces the Authority to enter into a Contract, there may be significant consequences. You will be excluded from the Procurement Process and may be prevented from bidding for other contracts with the Authority for three (3) years. If a Contract has been entered into you may be sued for damages and the Contract may be rescinded. If fraud, fraudulent intent or bribery can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation and you will be excluded from further procurements for five (5) years.

ANNEX A

SELECTION QUESTIONNAIRE (“SQ”)

Part 1: Tenderer 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 (or delete as applicable) |
| 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 a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) 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) a) Voluntary Community Social Enterprise b) Sheltered Workshop c) Public service mutual | |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME) ¹ ? | Yes No |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate: ² - 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. ³ (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) | |

¹ See EU definition of SME https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

² 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.](#)

³ Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award.

Please note: A criminal record check for relevant convictions may be undertaken by the Authority in respect of the Successful Supplier and any of its Sub-contractors providing a significant part of the Services.

Please provide the following information about your approach to this Procurement Process including details of Consortiums and Sub-contractors:

| Section 1 | | |
|-----------------|---|---|
| Bidding model | | |
| Question number | Question | Response (or delete as applicable) |
| 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-contractors? | Yes No |
| 1.2(b) - (ii) | If you responded yes to 1.2(b)-(i) please provide additional details for each Sub-contractor who; provide a significant (>20%) or critical part of the Services or are relied upon to meet these selection criteria using the template in the Instructions to Tenderers, Section D(B), Annex B, Part D . The Authority additionally requires, for each of these Sub-contractors, a completed Part 1 and Part 2 of the SQ using the version attached to the Instructions to Tenderers in Section D(A), Annex A . Please upload Sub-contractors' Parts 1 & 2 of the SQ as clearly referenced attachments in 1.14 Appendices . | |

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 Authority 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 | |

Part 2: Exclusion Grounds

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

| | | |
|------------------|---|---|
| Section 2 | Grounds for mandatory exclusion | |
| | <i>Please refer to the additional notes provided on the Portal. This section is used to establish whether there is any reason that the Tenderer should not be allowed to continue to participate in the Procurement Process. If you answer 'yes' to one of these questions, indicating that your organisation meets one of the grounds for mandatory exclusion, you will not be allowed to participate further in the procurement unless you can demonstrate adequate 'Self-Cleaning'.</i> | |
| Question number | Question | Response (or delete as applicable) |
| 2.1(a) | <p>Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on this webpage, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past five (5) 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.</p> | |
| 2.1(a).1 | Conviction for Participation in a criminal organisation | Yes No If Yes, please provide details at 2.1(b) |
| 2.1(a).2 | Conviction for Corruption | Yes No If Yes, please provide details at 2.1(b) |
| 2.1(a).3 | Conviction for Fraud | Yes No If Yes, please provide details at |

| | | |
|----------|--|---|
| | | 2.1(b) |
| 2.1(a).4 | Conviction for Terrorist offences or offences linked to terrorist activities | Yes No If Yes, please provide details at 2.1(b) |
| 2.1(a).5 | Conviction for Money laundering or terrorist financing | Yes No If Yes, please provide details at 2.1(b) |
| 2.1(a).6 | Conviction for 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 authority, 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. | |

* The Authority reserves the right to use its discretion to exclude a Tenderer where it can demonstrate by any appropriate means that the Tenderer is in breach of its obligations relating to the non-payment of taxes or social security contributions.

| Section 3 | | Grounds for discretionary exclusion |
|--|---|--|
| <p><i>Please refer to the additional notes provided on the Portal. The Authority may exclude a Tenderer who answers 'yes' to one of these questions. You may not be allowed to participate further in the Procurement Process unless you can demonstrate adequate 'Self-Cleaning'.</i></p> | | |
| | Question | Response (or delete as applicable) |
| 3.1 | <p>Regulation 57 (8)</p> <p>The detailed grounds for discretionary exclusion of an organisation are set out on this webpage, which should be referred to before completing these questions.</p> <p>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.</p> | |
| 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 of the 2015 Regulations 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) | Please answer the following statements: | |
| 3.1(j) - (i) | 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. | Yes No If Yes, please provide details at 3.2 |
| 3.1(j) - (ii) | The organisation has withheld such information. | Yes No If Yes, please provide details at 3.2 |
| 3.1(j) - (iii) | The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015. | Yes No If Yes, please provide details at 3.2 |
| 3.1(j) - (iv) | The organisation has influenced the decision-making process of the contracting authority 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 |

| | | |
|-----|--|--|
| 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 Questions⁴

| Section 4 | Economic and Financial Standing | |
|-----------|--|------------------------------------|
| | Question | Response (or delete as applicable) |
| 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 Yes/No in the relevant box. | Yes No |
| 4.1 (a-c) | (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, in the Invitation to Tenderers, 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: | |
|-----------|---|-----------|
| 5 (a) | Name of organisation | |
| 5(b) | 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 | Yes |

⁴ [See Crown Commercial Procurement Policy Note 8/16 Standard Selection Questionnaire 9 September 2016](#)

| | | |
|-----|--|-----------|
| | a guarantee if necessary? | No |
| 5.3 | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)? | Yes No |

| Section 6 | | Security |
|--|---|----------|
| <p>Suppliers must provide the Authority reasonable assurance that security controls are in place to protect Authority data and assets.</p> <p>As an organisation, you will need to comply with the 10 Security Principles as published by the National Cyber Security Centre (NCSC 10 Security Principles).</p> <p>Please answer all the following questions. Guidance for meeting each principle and evidence required are highlighted below:</p> | | |
| 6.1 | Do you have a risk management regime in place across the organisation, to ensure you take a risk-based approach to securing your data and systems? (Guidance on how to meet this principle can be found here: Risk Management) | Yes / No |
| 6.2 | Do you have a programme to collaboratively build security that works for people in your organisation to build a positive security culture through regular user awareness and refresher training? (Guidance on how to meet this principle can be found here: Engagement & Training) | Yes / No |
| 6.3 | Do you have Asset Management policies, procedures and controls in place to know what data and systems you manage, and what business needs they support? (Guidance on how to meet this principle can be found here: Asset Management) | Yes / No |
| 6.4 | Do you have policies, processes and controls in place to design, build, maintain and manage systems securely across your organisation? (Guidance on how to meet this principle can be found here: Architecture & Configuration) | Yes / No |
| 6.5 | Do you have policies, processes and controls in place to keep your systems protected throughout their lifecycle? (Guidance on how to meet this principle can be found here: Vulnerability Management) | Yes / No |
| 6.6 | Do you have policies, processes and controls in place to control who and what can access your systems and data? (Guidance on how to meet this principle can be found here: Identity & Access) | Yes / No |

| | | | | | | | | | | |
|--------------|--|----------|---|---|---|---|----------|---|---|---|
| | Management) | | | | | | | | | |
| 6.7 | Do you have policies, processes and controls in place to protect data where it is vulnerable? (Guidance on how to meet this principle can be found here: Data Security) | Yes / No | | | | | | | | |
| 6.8 | Do you have a strategy, supporting policies and procedures in place to design your systems to be able to detect and investigate incidents? (Guidance on how to meet this principle can be found here: Logging & Monitoring) | Yes / No | | | | | | | | |
| 6.9 | Do you have incident management policies, processes and controls in place to plan your response to cyber incidents in advance? (Guidance on how to meet this principle can be found here: Incident Management) | Yes / No | | | | | | | | |
| 6.10 | Do you have policies, processes and controls in place to collaborate with your suppliers and partners to identify and mitigate cyber risks? (Guidance on how to meet this principle can be found here: Supply Chain Security) | Yes / No | | | | | | | | |
| | <p><i>Bidders are expected to achieve a minimum score of 4 to progress to the next stage of the Procurement Process.</i></p> <p><i>To note, if requested to do so by the Authority, bidders shall be required to provide evidence in support of the responses given to the questions above at any stage of the procurement process. This evidence will be used to verify that your organisation meets the Authority's requirements and guidelines.</i></p> | | | | | | | | | |
| Score | 10 | 9 | 8 | 7 | 6 | 5 | <u>4</u> | 3 | 2 | 1 |

| Section 7 | | Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015 | |
|------------------|--|--|-----|
| 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 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? | Yes | No |

| | | |
|-----|---|--|
| 7.3 | If you have answered yes to question 7.2, please provide the relevant URL | |
| 7.4 | If you have answered no to question 7.2, please provide an explanation | |

8. Additional Questions

Tenderers who self-certify that they meet the requirements to these additional questions in this **paragraph 8** will be required to provide evidence of this if they are successful at the Contract award stage.

| Section 8 | Additional Questions |
|-----------|--|
| 8.1 | <p>Insurance</p> <p><i>This section allows you to self-certify that you have or will have adequate insurance as required by the Authority for the delivery of the Contract. You will not be allowed to participate further in the Procurement Process unless you can meet the insurance requirements.</i></p> |
| a. | <p>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</p> <p>Employer's (Compulsory) Liability Insurance = £5,000,000</p> <p>Public Liability Insurance = £5,000,000</p> <p>*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.</p> |

Qualification Questionnaire: Appendices

| | | |
|------------|--|------------|
| Appendices | If you need to submit any additional information to complete your response to the above questions, please include it here as part of a single, zipped attachment response. Please ensure each appendix is clearly marked to indicate the SQ question number. | Attachment |
|------------|--|------------|

SECTION D(B): THE TECHNICAL ENVELOPE

1. Principles

Annex B to this **Section D(B)** (Technical Envelope) contains the; Low Level Security Plan template at **Part A**, the qualitative Scored Questions, at **Part B**, the social value Scored Questions at Part C and the key sub-contractor information template at **Part D**.

- 1.1 The Low Risk Security Plan appended at **Part A** of **Annex B** is not scored and does not form part of the evaluation process, however the information provided by Tenderers enables the Authority to carry out the appropriate level of security due diligence on the Successful Supplier prior to the delivery of the Services, providing assurance to the Authority that the proposed solution will meet the requirements set out in the Security Schedule of the Contract. The Low Risk Security Plan template provided on the Portal should be used to provide responses, the “Instruction” tab includes all the relevant details on how to complete the template.
- 1.2 The qualitative Scored Questions appended at **Part B** of **Annex B** are used to assess the Tenderer’s proposal to deliver the Authority’s specified Service delivery requirements. The information provided by Tenderers in the Tender enables the Authority to carry out a qualitative evaluation of the Tenderers responses against the pre-determined Award Criteria detailed in the relevant Scored Question. The ITT requires Tenderers to submit responses to the Scored Questions on the Portal which directly correspond with the quality elements detailed in the Award Criteria for that question. The quality elements of the Award Criteria are made up of the main criteria, sub-criteria (as applicable) and guidance within the Scored Question against which the Tender will be evaluated.
- 1.3 The social value Scored Questions appended at **Part C** of **Annex B** are used to assess the Tenderers proposals regarding the Authorities commitment to consider the wider social impact of its procurement activity and policy (**Section A paragraph 6.1**) appropriate to this Procurement Process. The information provided by Tenderers in the Tender enables the Authority to carry out a qualitative evaluation of the Tenderers responses against the pre-determined Award Criteria detailed in the relevant Scored Question. The ITT requires Tenderers to submit responses to the Scored Questions on the Portal which directly correspond with the social value elements detailed in the Award Criteria. The social value elements of the Award Criteria are made up of the main criteria, sub-criteria (as applicable) and guidance within the Scored Question against which the Tender will be evaluated.
- 1.4 The key sub-contractor template attached at **Part D** of **Annex B** is for information purposes only and does not form part of the evaluation process. Tenderers are required to identify any key sub-contractors they intend to use in the delivery of the Services or to confirm that no key sub-contractors are required. **NB:** For the avoidance of doubt, key sub-contractors are those sub-

contractors that are integral to delivery or deliver a substantial portion (>20% or more) of the Services.

2. Qualitative Scoring Methodology

2.1 The responses to the Scored Questions at **Part B** and **Part C** of **Annex B** will be marked against the Award Criteria using scoring methodology set out in Table A below.

Table A

| Score label | Score | Definition of Score |
|---------------------|-----------|--|
| Unacceptable | 0 | <p>An unacceptable response that:</p> <p>fails to meet any aspect of the requirement; or</p> <ul style="list-style-type: none"> • provides very poor or no explanation, details or evidence of how the Tenderer will meet the requirement(s); or • no response has been provided. <p>The response (or lack of it) gives the Authority little or <u>no confidence</u> that the specified requirement(s) will be met and/or that the Services will be delivered.</p> |
| Poor | 25 | <p>A poor response that:</p> <p>fails to meet the requirement(s) in one or more major areas; and/or</p> <ul style="list-style-type: none"> • provides poor explanations, level of detail or evidence as to how the Tenderer will meet the requirement(s). <p>The response provides the Authority with a low degree of confidence and <u>major concerns</u>, which are considered unresolvable, that the Tenderer will meet the specified requirement(s), with a major risk to delivery.</p> |

| Satisfactory | 50 | <p>A satisfactory response that:</p> <p>meets all aspects of the requirement(s) in all, other than minor respects; and</p> <ul style="list-style-type: none"> generally, demonstrates a reasonable understanding of the requirement(s) and provides a reasonable level of detail and supporting evidence of how the Tenderer will meet all aspects of the requirement(s), however the level of detail or supporting evidence is lacking in some minor areas. <p>The response provides the Authority with a reasonable level of confidence and only <u>minor concerns</u>, which are considered to be resolvable, that the Tenderer will meet the specified requirement(s), with only minor risk to delivery.</p> |
|---------------------|--------------|---|
| Score label | Score | Definition of Score |
| Good | 75 | <p>A good response that:</p> <p>meets all aspects of the requirement(s); and</p> <ul style="list-style-type: none"> demonstrates a good understanding of the requirement(s) and provides a good level of detail and good supporting evidence of how the Tenderer will meet all key aspects of the requirement(s). <p>The response provides the Authority with a good degree of confidence and only <u>minor reservations</u>, which are considered easily resolvable, that the Tenderer will meet the specified requirement(s), with no or very minor risk to delivery.</p> |

| | | |
|------------------|------------|---|
| Excellent | 100 | <p>An excellent and comprehensive response that:</p> <ul style="list-style-type: none"> • meets all aspects of the requirement(s); and • demonstrates an excellent understanding of the requirement(s) and provides a very high level of detail and very strong supporting evidence of how the Tenderer will meet all aspects of the requirement(s). <p>The response gives the Authority a high degree of confidence with <u>no concerns or reservations</u> that the Tenderer will meet (and may, in some areas, exceed) the requirement(s), with no risk to delivery.</p> |
|------------------|------------|---|

3. Qualitative Questions for Service Delivery

3.1 A minimum pass threshold of 50 applies to all the qualitative and social value Scored Questions at **Part B** and **Part C** of **Annex B**, based on the most economically advantageous Tender. The Authority shall reject any Tender which does not meet the minimum pass threshold in respect of one or more of the Scored Questions.

2.3 The Technical Envelope is split into four (4) sections, shown in Table B below. All Scored Questions each have weightings that will be applied to the scores (detailed in Table A above) achieved by Tenderers for each of the Scored Questions. See also the worked example at **Section D paragraph 5**.

Table B

| Question | | Marking Scheme | Weighting % |
|---|--|---|-------------|
| Part A - Mandatory Questions – Annex B | | | |
| QA1 | Low Risk Security Management Plan (Section C paragraph 17) | This document does not form part of the Tender evaluation. However it is used to inform the required level of security due diligence required to be undertaken by the Authority with the Successful Supplier. | |

| Part B – Qualitative Scored Questions for Service Delivery – Annex B | | | |
|---|--|-----------------------------|-----|
| Overall Weighting = 55% | | | |
| QB1 | Implementation Plan | 100/75/50/25/0 | 15% |
| QB2 | Data Collation and Bill Validation | 100/75/50/25/0 | 20% |
| QB3 | Financial Reporting, Budgets and Forecasting | 100/75/50/25/0 | 25% |
| QB4 | Estate Utility Data Management and Change | 100/75/50/25/0 | 25% |
| QB5 | Contract and Performance Management | 100/75/50/25/0 | 10% |
| QB6 | Exit Management | 100/75/50/25/0 | 5% |
| Part C – Social Value Scored Questions – Annex B | | | |
| Overall Weighting = 10% | | | |
| QC1 | Social Value Environmental Stewardship | 100/75/50/25/0 | 50% |
| QC2 | Improving Health & Wellbeing | 100/75/50/25/0 | 50% |
| Part D – Key Sub-contractors Information Only | | | |
| QD1 | Key Sub-contractors Template | For Information Only | |

ANNEX B

SECURITY, SCORED QUESTIONS & SUB-CONTRACTORS

All Tenderers are required to answer all questions in this Annex B, failure to fully answer any of the questions within this annex may result in the Tenderer being excluded from further participation in the Procurement Process.

Part A – Low Risk Security Management Plan



ITT 21612_Low Risk
Security Management

Part B – Qualitative Scored Questions

Utilities Bureau Services – ITT_21612

QB1 – Implementation & Implementation Requirement (15%)

Minimum Score Required = 50

Attachment Page Limit = 3 sides A4 (excluding additional information)

Requirement:

The Successful Supplier will be required to fully mobilise and implement the Contract within a three-month period. The Tenderer shall demonstrate how, during this period, they will work cooperatively and in partnership with the Authority, the incumbent supplier and 3rd parties to fully understand the scope of the required Services, mobilise their teams and systems, train team members as required and, overall, deliver a smooth transition ensuring Service delivery at the Activity Date, (Activity Date has the meaning given in the Contract).

Question

Please explain and detail your proposals for the Implementation Phase of the Contract to ensure a smooth transition and effective delivery of the Services from the Activity Date. Your response should address the criteria in the response guidance below as a minimum and should be supported by a draft Implementation Plan and proposed implementation team organisation chart:

QB1 Response guidance

All Tenderers must answer this question.

This question seeks to understand how you will mobilise during the Contract Implementation Phase, your answer should demonstrate your approach to implementation and be supported by a fully resourced draft Implementation Plan and

proposed organisation chart.

In order to satisfy the requirement, Tenderers must:

- i. Demonstrate their approach to successfully working with the Authority, the incumbent supplier, the supply chain Integrator and other 3rd parties, detailing any anticipated dependencies and interdependencies during the Implementation Phase;
- ii. Detail the tasks to be undertaken during the Implementation Phase with clear milestones to ensure the required Services are fully operational by the Activity Date including but not limited to any dependencies or interdependencies identified in i. above, the approach to data management and, the implementation Governance (Security, P2P etc.);
- iii. Detail their organisational approach to implementation including the identification of key members of the implementation team along with their function/responsibilities;
- iv. Describe your approach to ensuring vital activities, such as system and team readiness are undertaken ensuring continuity of Services especially for invoice validation and financial reporting;
- v. Upload a draft Implementation Plan as part of your answer with clear deliverables at the various stages; and
- vi. Upload a proposed organisation chart for the implementation team as part of your answer (as applicable).

Please note the resourced draft Implementation Plan and proposed organisation chart can be uploaded in either Microsoft Word, PDF or Microsoft Excel formats.

Answers, excluding “additional documents”, should not exceed 3 sides of A4 and be in the format detailed in **Section C paragraph 3**. Any information provided outside the maximum page count will not be considered by the Authority and will be discounted for the purpose of tender evaluation.

NB: The documents referred to v. and vi. above are permitted as “additional documents” in accordance with **Section C paragraph 4** and fall outside the 3-page limit, however the “additional documents” are limited to a further 3 sides of A4.

Tenderers who fail to achieve a minimum score of 50 for this question will be deemed to not have met the minimum stated requirements specified by the Authority and will be excluded from taking further part in the Procurement Process.

Utilities Bureau Services – ITT_21612

QB2 – Data Collation and Bill Validation (20%)

Minimum Score Required = 50

Attachment Page Limit = 4 sides A4 (excluding additional information)

Requirement:

The Tenderer is required to fully detail how they will provide the required bill validation services ensuring utility supplier invoices are accurate and are processed and paid on time. The Tenderer should fully detail how they will undertake bill validation including; integration of paper invoices, use of specialist software, query management and resolution, data processing and storage, and account management (including how many FTE's will be on the account).

Question

Please explain how you will meet the Authority's specified requirements regarding utility data collection and bill validation. Your response should address the criteria in the response guidance below as a minimum:

QB2 Response Guidance

All Tenderers must answer this question.

This question seeks to understand the detail, capability, and experience behind the Tenderers proposals for collecting, collating and utilising utilities data to ensure the Authority's utility bill payments are accurate and in line with consumption and tariff/contractual agreements. Additionally, the Tenderer shall provide evidence of managing a bill validation contract for a multisite, regionally distributed estate.

In order to satisfy the requirement, Tenderers must:

- i. Demonstrate their approach to successfully working with the Authority, the utility supply chain and other 3rd parties as required, to undertake bill validation services;
- ii. Explain and detail their approach to; how data is managed, collated, and subsequently processed ensuring all utilities invoices are validated and/or any inaccuracies are remedied on behalf of the Authority;
- iii. Detail how they will undertake bill validation (manual/automated), any specialist software used, a full list of all validation checks that are carried out on each invoice, how they will interface with the Authority's ERP systems (i.e. SSCL Tec11) and, what is the minimum time taken

to provide a validation payment file;

- iv. Detail any Authority and/or 3rd party dependencies and/or interdependencies in the delivery of this element of the specified Services; and
- v. Provide evidence of undertaking bill validation services on a similar scale portfolio identifying key learnings and experiences that they can bring to this Contract.

Answers, excluding “additional documents”, should not exceed 4 sides of A4 and be in the format detailed in **Section C paragraph 3**. Any information provided outside the maximum page count will not be considered by the Authority and will be discounted for the purpose of tender evaluation.

NB: Supporting diagrams of process maps/flows etc. are permitted as “additional documents” in accordance with **Section C paragraph 4** and fall outside of the 4-page limit, however the “additional documents” are limited to a further 2 sides of A4.

Tenderers who fail to achieve a minimum score of 50 for this question will be deemed to not have met the minimum stated requirements specified by the Authority and will be excluded from taking further part in the Procurement Process.

Utilities Bureau Services – ITT_21612

QB3 – Financial Reporting, Budgets and Forecasting (25%)

Minimum Score Required = 50

Attachment Page Limit = 4 sides A4

Requirement:

Tenderers are required to support the Authority by providing defined and accurate monthly Financial Reporting and Budget Forecasting on time and, also to provide ad-hoc support for additional reporting and data requests. Tenderers will be required to demonstrate adherence to agreed budget build methodologies, supply chain engagement, and be able to support the Authority’s Financial and Energy & Sustainability Team in explaining variations and assumptions including commentary on utility market price movements.

Question

Please explain how you will meet the Authority’s specified requirements regarding financial reporting, budgeting and forecasting. Your response should address the criteria in the response guidance below as a minimum:

QB3 Response guidance

All Tenderers must answer this question.

This question seeks to understand the detail, capability and, experience behind the Tenderers proposals for providing; financial reporting, budgets and forecasting and, their approach to quality management processes to ensure accuracy and timely reporting. Additionally, Tenderers should provide evidence of providing financial and budget forecasts to a similar scale customer.

In order to satisfy the requirement, Tenderers must:

- i. Explain in detail their approach to providing this requirement and how they will ensure that each report(s) specified is accurate, provided on time, as detailed in the Specification and, how they will deal with additional ad-hoc, short term reporting requests;
- ii. Explain in detail how they will approach this requirement including drawing in insight from utility markets, regulation changes, Authority estate changes and projects, in order to build short and long term budget forecasts and provide intelligent insight;
- iii. Detail any Authority and/or 3rd party dependencies in the delivery of this element of the specified Services; and
- iv. Provide evidence of experience in providing this type of reporting for multisite, regionally distributed estates.

Your answer should not exceed 4 sides of A4 and be in the format detailed in **Section C paragraph 3**. Any information provided outside the maximum page count will not be considered by the Authority and will be discounted for the purpose of tender evaluation.

Tenderers who fail to achieve a minimum score of 50 for this question will be deemed not to have met the minimum stated requirements specified by the Authority and will be excluded from taking further part in the Procurement Process.

Utilities Bureau Services – ITT_21612

QB4 – Estate Utility Data Management and Change (25%)

Minimum Score Required = 50

Attachment Page Limit = 3 sides A4

Requirement:

Tenderers are required to work collaboratively and in partnership with the Authority, its supply partners and other 3rd parties as applicable, to ensure received data is accurate,

validated, managed, updated within SLA's and, held securely to support both bill validation and for managing changes to the Authority's estate e.g. Change of Tenancy, New Connections, Disconnections, Incumbent Supplier Management (i.e. switching to Authority Group Accounts), and meter/logger installations. The Tenderer is required to manage a secure Utility Database and have in place robust security measures to manage access, assure quality, and ensure availability at all times.

Question

Please explain how you will ensure that all of the Authority's utilities data will be managed, updated, maintained accurate and up to date and, how you will work with the Authority and its supply chain partners to ensure alignment with the Authority's Master Asset Register. Your response should address the criteria in the response guidance below as a minimum:

QB4 Response Guidance

All Tenderers must answer this question.

This question seeks to understand the detail behind the Tenderers proposals for ensuring that the Utility Database is accurate, up to date, and available for timely reporting. Additionally, demonstrating experience in managing change and applying a recognised quality management system approach to ensure accuracy is maintained.

In order to satisfy the requirement, Tenderers must:

- i. Clearly describe how utilities data will be managed, maintained, and used for accurate and timely bill validation and reporting and how the integrity and security of the database, and access to it, will be managed;
- ii. Explain and detail their change management approach, both in terms of BAU changes, new connections and disconnections, Change of Tenancies, and switching new incumbent supplies onto a Group Account;
- iii. Explain in detail their experience and typical roles within their team who would undertake these change roles, demonstrating experience in managing utilities change across a dynamic leasehold estate, including developing relationships in the utilities industry; and
- iv. Explain and detail their approach to Quality Assurance to ensure the master utility database is accurate and up to date.

Your answer should not exceed 3 sides of A4 and be in the format detailed in **Section C paragraph 3**. Any information provided outside the maximum page count will not be considered by the Authority and will be discounted for the purpose of tender evaluation.

Tenderers who fail to achieve a minimum score of 50 for this question will be deemed not to have met the minimum stated requirements specified by the Authority and will be excluded from taking further part in the Procurement Process.

Utilities Bureau Services – ITT_21612

QB5 – Contract and Performance Management (10%)

Minimum Score Required = 50

Attachment Page Limit = 4 sides A4 (excluding additional information)

Requirement:

The Tenderer is required to provide a dedicated and named team to the account with a single point of contact, the Account Manager, who liaises with the Authority on a day to day basis. The Tenderer is required to maintain robust governance and demonstrate alignment or accreditation to a recognised Quality Management System. The Tenderer and, their nominated Account Manager will attend (remotely or face to face) Contract and Performance Management meetings at least monthly with the Authority as well as attending monthly Finance, and Energy & Sustainability meetings as detailed in the Specification. Attendance at ad-hoc meetings will also be required from time to time.

Within the regular key Account Management meetings performance will be reviewed against the defined performance measures and the Tenderer will be required to report on performance and make personnel and data available for any periodic Authority Audits.

The Tenderer will be required to provide performance reports and evidence their compliance with the specified SLA's and KPI's.

Question

Please detail how you will structure your delivery team, internal governance (including escalation) and your quality assurance framework to meet the requirements. Please include an organisational chart and sample anonymised CV's for your proposed key roles and details of any applicable Quality Management System accreditations or alignments. Additionally, you should detail your approach to performance management, performance management reporting and how you will ensure you are able to consistently meet our requirements. Your response should address the criteria in the response guidance below as a minimum:

QB5 Response guidance

All Tenderers must answer this question.

This question seeks to understand the delivery structure, capability, and governance

framework used by the Tenderer in providing the Services and should provide the Authority with confidence that the Tenderer has the capability to meet all of our requirements and has experience in managing a contract for a multisite, regionally distributed estate.

In order to satisfy the requirement, Tenderers must:

- i. Provide details of the team, experience and approach to day to day account management;
- ii. Provide evidence of a robust governance framework with escalation processes and a supporting Quality Management process; and
- iii. Demonstrate and evidence an ability to deliver a high level of performance providing bureau and bill validation services to similar scale organisations and portfolio's.

Your answer, excluding 'additional documents', should not exceed 4 sides of A4 and be in the format detailed in **Section C paragraph 3**. Any information provided outside the maximum page count will not be considered by the Authority and will be discounted for the purpose of tender evaluation.

NB: Supporting documents i.e. sample Bio's and organisational charts etc. are permitted as "additional documents" in accordance with **Section C paragraph 4** and fall outside of the 4-page limit, however the "additional documents" are limited to a further 4 sides of A4.

Tenderers who fail to achieve a minimum score of 50 for this question will be deemed not to have met the minimum stated requirements specified by the Authority and the will be excluded from taking further part in the Procurement Process.

Utilities Bureau Services – ITT_21612
QB6 – Exit Management (5%)
Minimum Score Required = 50
Attachment Page Limit = 2 sides A4

Requirement:

The Tenderer will be required to support the Authority in a managed exit at the end of the Contract including but not limited to producing an exit plan, providing an exit manager (Account Manager) and ensuring all of the Authority's data, documents, and resources held on the Tenderers systems are formatted and ready to transfer to an Authority nominated party, including any work in progress (WIP). Tenderers will be

required to co-operate and effect a smooth handover and transition to the Authority's nominated party.

Question

Please detail and evidence your approach to Contract exit, including the key considerations and elements of your exit plan. Your response should address the criteria in the response guidance below as a minimum:

QB6 Response guidance

All Tenderers must answer this question.

This question seeks to understand the Tenderers proposals for managing Contract exit and, the proposed approach to ensure that any transition is managed smoothly and without loss of Services or performance.

In order to satisfy this requirement, the Tenderer must:

- i. Provide your approach to Contract exit, the exit team, and how you will build your exit plan;
- ii. Explain your approach to ensuring readiness for transition and how you will assist in a smooth transition, including data transition;
- iii. Evidence your experience in working with customers and their 3rd parties to ensure a smooth handover including managing customer stakeholders e.g. Finance, Estates etc.; and
- iv. Provide evidence of a robust governance framework with escalation processes.

Your answer should not exceed 2 sides of A4 and be in the format detailed in **Section C paragraph 3**. Any information provided outside the maximum page count will not be considered by the Authority and will be discounted for the purpose of tender evaluation.

Tenderers who fail to achieve a minimum score of 50 for this question will be deemed not to have met the minimum stated requirements specified by the Authority and the Tenderer will be excluded from taking further part in the Procurement Process.

Part C – Social Value Scored Questions

Utilities Bureau Services – ITT_21612

QC1 – Environmental Stewardship (50%)

Minimum Score Required = 50

Attachment Page Limit = 2 sides A4

Requirement:

The Authority is mandated to consider the wider impacts of its procurement activity on social value, as required by the Public Services (Social Value) Act 2012 and central Government's Social Value Model (see hyperlinks in the Response Guidance below). Tenderers are required to demonstrate how, they will; (a) assist the Authority via the Contract in, promoting, meeting and measuring the key theme of Environmental Stewardship and (b) any actions adopted, or in train, by the Tenderer within its own organisation to address climate change/carbon footprint issues.

Question:

Tenderers are required to describe how their activities under the Contract will assist the Authority in delivering its aim of ensuring as, far as practical, effective stewardship of the environment and detail any actions undertaken or planned within its own organisation to promote the key theme of effective environmental stewardship. Your response should address the criteria in the response guidance below as a minimum:

QC1 – Response guidance

All Tenderers must answer this question.

This question seeks to understand the;

- (a) processes, measures, data and reporting metrics Tenderers will use to assist the Authority in promoting the delivery of environmental benefits through the performance of the Contract including working towards net zero greenhouse gas emissions; and
- (b) the policies, processes and measurements the Tenderer adopts in its own organisation with regards to effective environmental stewardship.

In order to satisfy the requirement, the Tenderer must:

- i. Demonstrate an understanding of the Authority's requirements regards effective environmental stewardship and how the performance of the Contract assists the Authority in delivering the Authority's objectives;

- ii. Describe any innovative or collaborative ways of working with the Authority, supply chain and others to deliver any additional environmental benefits through the performance of the Contract; and
- iii. Detail any actions or innovations, including those planned, by the Tenderers organisation to address environmental issues.

NB: the following guidance is available online;

[Guide-to-using-the-Social-Value-Model-Edn-1.1-3-Dec-20.pdf](https://publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/92122/Guide-to-using-the-Social-Value-Model-Edn-1.1-3-Dec-20.pdf)
(publishing.service.gov.uk) and [Social-Value-Model-Edn-1.1-3-Dec-20.pdf](https://publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/92122/Social-Value-Model-Edn-1.1-3-Dec-20.pdf)
(publishing.service.gov.uk)

Your answer should not exceed 2 sides of A4 and be in the format detailed in **Section C paragraph 3**. Any information provided outside the maximum page count will not be considered by the Authority and will be discounted for the purpose of tender evaluation.

Tenderers who fail to achieve a minimum score of 50 for this question will be deemed not to have met the minimum stated requirements specified by the Authority and the Tenderer will be excluded from taking further part in the Procurement Process.

Utilities Bureau Services – ITT_21612
QC2 – Improving Health & Wellbeing (50%)
Minimum Score Required = 50
Attachment Page Limit = 2 sides A4

Requirement:

The Authority is mandated to consider the wider impacts of its procurement activity on social value, as required by the Public Services (Social Value) Act 2012 and central Government's Social Value Model (see hyperlinks in the Response Guidance below). Tenderers are required to demonstrate how they will; meet, promote and measure the key theme of Improving Health & Wellbeing and associated policy outcomes selected by the Authority as appropriate to the Contract subject matter.

Question:

Tenderers are required to describe their policies and actions taken by the organisation with regards to improving health and wellbeing including, how any issues are identified and actions measured. Your response should address the criteria in the response guidance below as a minimum:

QC2 – Response guidance

All Tenderers must answer this question.

This question seeks to understand the; policies, processes, measures, timescales, data and reporting metrics Tenderers will adopt to demonstrate actions to support health and wellbeing, including physical and mental health in the Contract workforce.

In order to satisfy the requirement, the Tenderer must:

- i. Demonstrate an understanding of issues relating to health and wellbeing, including physical and mental health, in the Contract workforce;
- ii. Evidence inclusive and accessible recruitment practices, development practices and retention focussed activities;
- iii. Detail any actions to invest in the physical and mental health and wellbeing of the Contract workforce;
- iv. Detail methods to measure staff engagement over time and adapt to any changes in the results; and
- v. Describe processes for acting on any issues identified.

NB: the following guidance is available online;

[Guide-to-using-the-Social-Value-Model-Edn-1.1-3-Dec-20.pdf \(publishing.service.gov.uk\)](#) and [Social-Value-Model-Edn-1.1-3-Dec-20.pdf \(publishing.service.gov.uk\)](#)

Your answer should not exceed 2 sides of A4 and be in the format detailed in **Section C paragraph 3**. Any information provided outside the maximum page count will not be considered by the Authority and will be discounted for the purpose of tender evaluation.

Tenderers who fail to achieve a minimum score of 50 for this question will be deemed not to have met the minimum stated requirements specified by the Authority and the Tenderer will be excluded from taking further part in the Procurement Process.

Part D – Key Sub-contractors (information only)

The following template is required to be uploaded to the Portal as part of a Tenderers submission where the Tenderers will, or intend to, sub contract elements of the proposed Service. **NB:** Only sub-contractors who are integral to the delivery of the Services or are planned to, or will, provide a significant portion (>20%) of the Services should be included in the following template.



Utilities Bureau_Key
Sub-Contractor Info.x

SECTION D(C): THE COMMERCIAL ENVELOPE

1. Introduction

- 1.1 This Section and the Pricing Proposal Template have been formatted to enable quick and efficient completion. Pricing is required on a lump sum basis for each of the **yellow cells** requiring a price input in the template, the Pricing Proposal tab calculates the Contract year one (1) price. The Contract year one (1) price will be firm and fixed within the stipulated price tolerance (+/- 10% movement in meter points) for a period of 12 months from the Activity Date (Activity Date has the meaning in the Contract). For each of the subsequent Contract years the price will be adjusted using the indexation methodology in **C1.2** of the Contract. Pricing for the Implementation Phase is required to be amortised over the initial (core) three (3) year Contract term.

2. Price Evaluation Methodology

- 2.1 Tenderers pricing proposals will be scored on a comparative basis, with the lowest compliant Tender (excluding any Tenders that the Authority rejects as being abnormally low or non-compliant) receiving 100% of the available marks (35% following weighting) for the price element of the total scoring. All other Tenders will be compared against that lowest Tender using the following formula:

$$(A / B) \times 100$$

Where

A = price of lowest compliant Tender

B = price of the Tender being scored

Example: Tenderer A's price = £176K, Tenderer B's price = £200K.
Tenderer A would score 100 and Tenderer B's score would be 88
calculated: $(176/200) \times 100 = 88$, a 12% price differential.

The scores achieved are then weighted in accordance with **Section D paragraph 3.3.3**.

Example: The 12% price differential from the lowest Tender would result in a weighted score of 35 (100 x 35%) for Tenderer A and 30.8 for Tenderer B calculated: $35 - (35 \times 12\%) = 30.8$ or $88 \times 35\%$.

A full worked example with the methodology for all evaluation criteria is shown in **Section D paragraph 5**.

3. Abnormally Low Tenders

- 3.1 If it appears to the Authority that any Tender may be abnormally low, the Authority may ask the Tenderer to explain its price or costs. If following the

Tenderer's explanation, the Authority is not satisfied with the Tenderer's account for the low level of price or cost in the Tender, the Authority may treat the Tender as non-compliant and reject it.

4. Completing the Pricing Proposal Template

4.1 Financial information and the Tenderers pricing proposal should be submitted using the Pricing Proposal template in the Commercial Envelope on the Portal, replicated at Annex C to this Section D(C). The Pricing Proposal template contains 5 tabs:

4.1.1 Instructions tab;

4.1.2 Title & Tenderers Information tab;

4.1.3 Scenario & Price Tolerance tab;

4.1.4 Pricing Proposal tab; and

4.1.5 Cost Allocation tab.

4.2 The tabs referenced at paragraphs 4.1.2, 4.1.4 and 4.1.5 above require mandatory completion by the Tenderer of all yellow cells, detailed instructions and guidance on how to complete the Pricing Proposal template on the Portal is shown on the Instructions tab of the template.

5. Additional Financial Requirements

5.1 In accordance with **Section D(A) paragraph 3.1** and **Section D paragraph 6.3** the Authority will evidence the financial standing of and, carry out a full financial evaluation and due diligence on the Successful Supplier prior to the Commencement Date (Commencement Date has the meaning in the Utilities Bureau Services Contract Template).

6. TUPE & Transformation Costs

6.1 Tenderers are not required to price any impacts of TUPE or transformative costs associated with moving to the Tenderer's proposed delivery model. In addition to the prices submitted in the Successful Supplier's pricing proposal, the Authority will meet certain employment costs arising from the application of TUPE, being those "Transformation Costs" which are defined and payable under the Annex A (Transformation Costs) of Schedule 4 (Contract price) of the Utilities Bureau Services Contract. For the avoidance of doubt, prior written approval by the Authority will be required before certain types of Transformation Costs incurred during the Transformation Phase can be recovered and the Authority reserves the right to reject these proposals in accordance with Annex A (Transformation Costs).

7. Additional Financial Information

7.1 Tenderers shall submit additional financial information as is reasonably requested by the Authority in a timely manner, to allow the Authority to

undertake and/or complete the financial evaluation of a Tenderers Pricing Proposal template.

- 7.2 The Successful Supplier shall submit any additional financial information reasonably requested by the Authority in a timely manner, to allow for the confirmation of financial standing and full financial evaluation of the Successful Supplier pursuant to **Section D(A) paragraph 3.1** and **paragraph 6.3** of **Section D**.

ANNEX C

PRICING PROPOSAL TEMPLATE



Utilities Bureau
Services_ITT Annex C_

APPENDIX 1
SPECIFICATION

| | |
|---------------------------|--------------------------------------|
| Title: | Utilities Bureau Services |
| Authority: | Department for Work & Pensions (DWP) |
| Project Reference: | 24237 |
| ITT Reference: | 21612 |

Contents

Glossary of Terms

1. Introduction
2. Background
3. Scope
4. Implementation
5. Required Service Outputs
6. Quality Assurance & Performance Management
7. Contract Management
8. Security (including data)
9. Exit Management

Annex 1 – Service Validation Criteria

Annex 2 – Data Reporting Needs and Distribution

Annex 3 – Service Level Agreements and Key Performance Indicators

Annex 4 – Utilities Database

Glossary of Terms

| | |
|----------------|---|
| DC/DA | Data Collator/Data Aggregator |
| M&T | Energy Monitoring & Targeting |
| MOP | Meter Operator |
| GGC | Greening Government Commitments |
| REGO(s) | Renewable Energy Guarantee of Origin |

1. Introduction

The Authority has a requirement to procure Utilities Bureau Services, generally in accordance with this output Specification. The envisaged Services will provide an

administrative focal point, encompassing; receipt and management of utilities data, validation of consumption and utilities invoicing, recovery activities, budgetary and financial reporting and forecasting, estates utilities change management, ad hoc utilities management reporting, and the management/maintenance of 3rd party supply chain members with respect to utilities, examples; utilities suppliers, Authority Facilities Management company, Authority Integrator, meter operators, data aggregators etc. as more specifically described within this document. Utilities themselves are procured under Crown Commercial Service (CCS) Frameworks.

2. Background

Currently Utilities Bureau Services are provided via a 1st tier Integrator supplier, who sub-contracts the requirement. The sub-contract expires in March 2022 and the decision has been made by the Authority to procure these services directly from the marketplace, with Service delivery commencing April 2022 onwards. This procurement will support the Authority in the delivery of a new Authority Estates operating model. The Authority Estate currently comprises of circa. 800 sites but this varies throughout the year driven by operational and customer needs. Typically, we would expect to see circa. 100 changes per annum for sites coming in and out of the portfolio. The Authority takes its environmental and social commitments very seriously and through the Greening Government Commitments has a set of ambitious targets. The bureau service is a key component in this regard by providing operational support to ensure robust utility supplies and, in providing accurate data and insight that supports the Authority’s environmental improvement activities.

3. Scope

- 3.1 The Services will be required to be provided across the UK; England, Scotland and Wales, excluding Northern Ireland. The utilities covered by the Services are; Electricity, Gas, Water & other Fuels.
- 3.2 General details of the number of meter points are detailed in Table 1 below, however this will be subject to fluctuation.

Table 1

| | 2018/19 | 2019/20 | 2020/21 | 2021/22 (YTD) |
|---------------------------------------|---------|---------|---------|---------------|
| <u>Total Open Meter Points</u> | | | | |
| Electricity | 826 | 762 | 794 | 834 |
| Gas | 674 | 628 | 659 | 696 |
| Oil | 19 | 20 | 18 | 20 |
| Heating | 1 | 1 | 1 | 1 |
| Water (measured only) | 698 | 661 | 609 | 720 |
| | | | | |
| <u>Meter Points Closed</u> | | | | |
| Electricity | 62 | 15 | 97 | 7 |
| Gas | 48 | 11 | 5 | 9 |

| | | | | |
|---------------------------------------|----|----|----|----|
| Oil | 5 | 2 | 0 | 7 |
| Heating | 0 | 0 | 0 | 0 |
| Water (measured only) | 40 | 91 | 14 | 5 |
| | | | | |
| <u>New Meter Points Opened</u> | | | | |
| Electricity | 4 | 3 | 51 | 37 |
| Gas | 1 | 3 | 40 | 37 |
| Oil | 2 | 1 | 0 | 0 |
| Heating | 0 | 0 | 0 | 0 |
| Water (measured only) | 5 | 3 | 41 | 37 |

3.3 The scope of the Services covers the following general requirements as more specifically detailed within **Section 5** below:

3.3.1 To mobilise the Bureau services and be the administrative focal point for all of the Authority's utility invoices (electronic and paper), to collate and provide an end to end view of all utility invoicing across the Authority's estate portfolio.

3.3.2 Manage and maintain an accurate and up to date Asset List and database of the Authority's estate from which utility bill validation and payment can be made. The minimum requirements for the Utilities Database are to be finalised during the Implementation Phase, but an initial list is provided at **Annex 4**.

3.3.3 Collate and ensure the accuracy of automated and manual meter readings from the Authority's suppliers and ensure these are provided on a minimum of a monthly basis to enable accurate bill validation, reporting on any missing or erroneous data errors and, rectifying errors with the relevant Supply Chain partner.

3.3.4 Undertake robust bill validation to ensure 100% accuracy of all the Authority's utility invoices, pro-actively managing and rectifying errors and queries with utility suppliers, as they occur, to avoid overpayments and to identify and deliver cost avoidance.

3.3.5 To prepare and provide accurate invoicing payment files to the Authority enabling the Authority to authorise and pay all monies owed within the defined payment terms. The Authority has a 3rd party service provider who manages invoicing and payments (SSCL) with whom the supplier will be required to work and provide the payment files in the appropriate format (**see section 5**).

3.3.6 To provide accurate data and reporting on; cost, consumption, financial forecasting, budgeting and accruals for each account, split by supplier and utility and, to report consistently each month directly to the Authority

and / or via the Authority's Integrator, to meet the Authority's specified reporting requirements within the defined monthly reporting timescales.

- 3.3.7 To provide the specified and ad-hoc dashboard reports and MI for the Authority's estate relating to energy (electricity, gas, fuel) and water consumption to support utilities reduction initiatives and the Authority's Greening Government Targets (supporting business case definition, baselining, and post project improvement assessments).
- 3.3.8 Provide monthly Utilities Carbon Reporting relating to the Authority's estate in accordance with the Green House Gas Protocol as well as water reporting for Greening Government Commitments.
- 3.3.9 Provide ad-hoc reporting as requested by the Authority from time to time, including supporting a rapid response to Freedom of Information Requests, Environmental Information Requests and Parliamentary Questions within forty-eight (48) hours.
- 3.3.10 Provide additional budget and forecasting reports as requested from time to time in support of Authority financial planning e.g. occasional Comprehensive Spending Reviews (normally every 2 years), Strategic Estates Planning.
- 3.3.11 Provide day to day management and engagement with the Authority's utility suppliers and other 3rd party utility supply chain partners (MOP, DCDA, M&T platform, gas and water loggers, etc.) on behalf of the Authority, involving the Authority as required for senior engagement and escalation – **NB:** this will not require the contractual or commercial management of these 3rd parties, which will be undertaken by the Authority. This requirement includes but is not be limited to:
 - i. Validating 3rd party operators' invoices, correcting all errors and arranging for the issue of a corrected invoice to the Authority for payment. Validation shall include but not be limited to checking the correct properties are invoiced against and the unit rates correspond with the agreed tariff;
 - ii. Managing the migration of new meter accounts to the Authority's chosen MOP(s), DCDA, data loggers or M&T platforms when existing contracts expire including a review of current contract details and end dates for new utility supplies, then migrating utility supplies to the current MOP, DCDA, data logger or M&T platform contract, completing any necessary forms for migration of new utility supplies as and when the requirement arises;
 - iii. Verifying all current meter serial numbers and providing any other data required; and

- iv. Providing meter quality check reports for comparison with billing data and reporting any anomalies to the 3rd party suppliers and the Authority.
 - v. Tracking and monitoring lease agreements for leased meters and loggers and liaising with the Authority in this regard as required.
- 3.4 To manage the utilities change management of the Authority's estate including but not limited to; Change of Tenancy (CoT) process, new site connections, disconnections and, meter/data logger installations, liaising with the Authority and its nominated sub-contractors as required.
- 3.5 Where sub-metering exists the provision of tenant meter readings from metering systems and invoice information to support the Authority in undertaking tenant recharging.

4. Implementation

- 4.1 It is anticipated that an Implementation Phase of circa. 3 months will precede the intended go live date for the delivery of the specified Services of 01/04/2022, being the Activity Date.
- 4.2 The following, as a minimum, will be required as part of the Implementation Phase:
- 4.2.1 Agree with the Authority a final version of the draft Implementation Plan in accordance with **Section C paragraph 15** of the Instructions to Tenderers;
 - 4.2.2 Work closely with the Authority, its 3rd party providers, and the exiting Bureau service provider to successfully mobilise the services ensuring uninterrupted continuity of services and 100% successful data transfer;
 - 4.1.3 Configure the database to reflect the Authority's estate, in a manner to enable efficient ongoing processing of data and reporting, aligned to the Authority's data model convention;
 - 4.2.4 Obtain details of the existing utility supply contracts and meter points along with the latest site / asset list (the Authority may provide directly or will arrange for the Successful Supplier to access this on its behalf) relating to utilities and utility suppliers;
 - 4.2.5 The Successful Supplier will be required to import historical data into the database and review, cross reference and validate this information against the latest Authority's site / asset list, identifying and correcting any anomalies prior to go-live;
 - 4.2.6 Pursuant to 4.2.5 above the supplier will import historical data provided by the existing bureau service provider, the Authority, and/or its nominated supply chain partners;

- 4.2.7 The Authority is currently procuring a new Integrator service and the Successful Supplier will be required to work with the Authority's Integrator to align and configure their systems;
- 4.2.8 Subject to the requirement to adhere to the Authority's delegated authority hierarchy for payment approvals at all times, the Successful Supplier will be required to work with the Authority in defining the most efficient approach for both parties in managing invoicing & payments via the Authority Integrator, Authority personnel and the Authority's payment provider, SSCL; and
- 4.2.9 Build and configure standard payment files and reports, as defined by and, developed with, the Authority.

5. Required Service Outputs

5.1 Data Collation & Bill Validation

With respect to the required Services the Successful Supplier shall, as a minimum and by the Activity Date (01/04/2022) be able to:

- 5.1.1 Import automated meter readings into their database provided by utility suppliers and or the Authority's data collector & data aggregator (DCDA), as well as its preferred data logger supplier(s);
- 5.1.2 Collate and verify manual monthly meter readings, provided by the Authority's supply chain members and other third parties (i.e. utilities providers), for supplies which are not automatically metered and provide utility suppliers with 'customer' readings. These readings are also to be directly imported into the Successful Supplier's database. The Successful Supplier will also be required to liaise directly with the Authority's Energy & Sustainability Team to arrange the planned and ad-hoc requests for meter readings from the supply chain members via the Integrators systems;
- 5.1.3 Utilise the Authority's preferred M&T data platform(s), into which half hourly data is imported from meters and data loggers, to validate invoices;
- 5.1.4 Ensure that all monthly utility invoices (electronic or paper) related to the Authority's sites and associated meters from utility suppliers, including meter operator, DCDA and data logger, and M&T platform invoices, are received and collated, and lodged into the Successful Suppliers systems;
- 5.1.5 Receive, process and validate all invoices and provide a payment file within 24 hours against a defined and agreed set of validation criteria, confirming that charges have been applied correctly and in line with the supply contracts, meter readings etc., withholding queries as required;

- 5.1.6 Post validation, provide Batch Payment files (detail to be agreed during the Implementation Phase) to the Authority and nominated Supply chain members enabling the Authority's payment of invoices via its 3rd party payment service provider SSCL;
- 5.1.7 Manage the general account administration between the Authority's utility suppliers to ensure that all queries are dealt with quickly and effectively. Escalating any issues to the Authority as required;
- 5.1.8 Maintain an up to date database of the Authority's estate and ensure that any changes i.e. new connections, disconnections, etc. are reflected within 2 working days from notification from the Authority;
- 5.1.9 Provide the Authority with any tenant meter readings and consumption reports to allow the Authority to undertake tenant recharging;
- 5.1.10 Ensure Utilities Change Management requests are managed within 5 working days, obtaining a final meter reading and ensuring responsibility for the utility accounts are transferred to the relevant party and final invoices are processed up to the end of the Authority's responsibility for that supply;
- 5.1.11 Maintain a query register log and proactively manage, report on (monthly) and close outstanding bill validation queries with the Authority's utility suppliers. The Successful Supplier shall be responsible for escalating to the Authority any invoice query that remains unresolved (for a period of time to be agreed during the Implementation Phase, including full details of the query, steps already taken to resolve and the recommended course of action);
- 5.1.12 Store securely all of the Authority's utility cost, consumption and payment data for a period of 6 years and make this available to the Authority, or its nominated representative within 2 days from when the data is requested;
- 5.1.13 Maintain up to date utility contract information to enable accurate bill validation and liaise with the Authority and / or Crown Commercial Services (CCS), to obtain any updated contract information from time to time;
- 5.1.14 Coordinate and liaise with the respective utilities providers to ensure any overpayment, underpayment or inaccuracies are adjusted on the next invoice or as soon as is practicable thereafter; and
- 5.1.15 Act in the best interests and on behalf of the Authority to ensure rebates, refunds, credit notes and or charges are repaid should services be interrupted. All monies received shall be passed as soon as reasonably possible to the Authority or in any event within twenty (20) working days from receipt.

5.2 Utility Supplier, 3rd Party, Authority Interfaces and Data Distribution & Management

The Successful Supplier will establish and manage interfaces as required, these shall as a minimum require the Successful Supplier to:

5.2.1 Utility Suppliers:

- 5.2.1.1 Manage the general account administration between the Authority's utility suppliers to ensure that all queries are dealt with quickly and effectively. Escalating any issues to the Authority as required;
- 5.2.1.2 Facilitate periodic (quarterly) account management meetings between the Authority and the utility suppliers and occasional ad-hoc meetings as required from time to time;
- 5.2.1.3 Manage all utilities changes with respect to the Authority's estate including but not limited to: new connections/disconnections, new meter or data logger installations, disconnection notices, temporary service interruptions, change of tenancies, and any other supplier correspondence, final accounts and final meter readings;
- 5.2.1.4 Manage incumbent utilities suppliers at acquisition sites, ensuring that these supplies are transferred successfully to the Authority, that purchase orders are raised or increased where required for incumbent suppliers, that supplies are moved to group billing and new group account forecasts are provided to enable purchase order management and, that any debts are cleared in a timely manner;
- 5.2.1.5 Be responsible for managing the adding and removing of meters or data loggers on new or removed utility supplies through liaison with the respective utilities supplier and/or 3rd parties, and/or the inclusion of additional loggers if the Authority chooses to add these to existing meters not currently covered;
- 5.2.1.6 Be responsible for managing the replacement of meters'/data loggers when they are life expired, ensuring all payments for the MOP/data logger contract(s) are correct. Management will include but not be limited to liaising with e.g. the Authority, the Authority's FM provider for site access, obtaining supplier Risk Assessment Method Statements for the Authority's internal health and safety approval and, liaising with utilities providers; and
- 5.2.1.7 Manage Data Collection and Data Aggregation (DC/DA) and data logger contracts and ensure data is issued to the utilities providers entered into the utilities database. Ensure AMR

loggers are operational and any maintenance visits required are arranged with the appropriate Authority Supply Chain Members.

5.2.2 Other 3rd Parties:

5.2.2.1 Manage the general account administration and day to day activity of the Authority’s suppliers of MOP, DCDA, M&T platform and, gas and water data loggers;

5.2.2.2 Work closely with the Authority’s Integrator to provide reports and data as required; and

5.2.2.3 Liaise and interface with other members of the Authority’s supply chain, example Facilities and Estates Management companies, as required by the Authority.

5.2.3 Authority

The Successful Supplier shall be required to work closely with the Authority’s Authorised Representatives and additionally as required with other departments within the Authority, example; Commercial, Projects, Finance, Audit etc. in support of project and/or operational delivery.

5.2.4 Compliance

The Successful Supplier will be required to:

5.2.4.1 Provide assurance that utilities and other 3rd party suppliers are fulfilling their contractual and legal obligations to ensure compliance as required, including but not limited to meter inspections and replacement of life expired meters; and

5.2.2.3 Monitor emerging changes to utilities-related legal compliance and report to the Authority for inclusion in its legal register and compliance processes.

5.2.5 A list of key interfaces where the Successful Supplier will be expected to take operational lead responsibility is detailed in Table 2 below and which will vary from time to time as communicated by the Authority:

Table 2

| Utility | Supplier | Contractual Arrangement |
|-----------------------------------|--------------------------------|---|
| Gas | Corona (Total from April 2022) | CCS Framework |
| HH Electric | EDF | CCS Framework |
| NHH Electric | EDF | CCS Framework |
| Oil | 7 regional suppliers | CCS Framework |
| Water and Waste Water in Scotland | Anglian Water | Scottish Government Procurement Framework |
| Water and Waste Water in Wales | Welsh Water | Not deregulated so no contract |
| Water and Waste Water in England | Castle Water | CCS Framework |

| | | |
|--|--------------------------------|---------------------|
| District Heating Network (Shetland) | Shetland Heat Energy and Power | TBC by Authority |
| District Heating Network (planned – Quarry House, Leeds) | Leeds City Council | TBC in construction |
| LPG (single supply in Stornoway) | Scottish Power | TBC by Authority |
| Meter Operator | SMS | TBC by Authority |
| AMR DC/DA | Webhost Stark | TBC by Authority |
| Gas loggers | Stark | CCS Framework |
| Water loggers | Business Stream | CCS Framework |
| New utilities supplies before added to CCS Framework | TBC by Authority | TBC by Authority |

5.3 Forecasts, Reports (including compliance) and Data

5.3.1 In addition to the regular payment files the Successful Supplier shall, as a minimum, provide standard reporting on the frequencies and in the formats specified in Table 3 below:

Table 3

| Report | Frequency | Format |
|--|-----------|----------------------|
| Weekly Invoice Report (details all invoices passed for payment, year to date) | Weekly | Report / Spreadsheet |
| Formal Annual Budget Forecast (by supplier & utility) | Bi-Annual | Spreadsheet |
| Monthly Budget Forecast Update (by Supplier & Utility level) (comparison against above) | Monthly | Spreadsheet |
| Utility Expenditure Report (against budget and forecast) (higher level budget holder report) | Monthly | Dashboard |
| Utility Consumption Report | Monthly | Dashboard |
| Performance League Table of the Estate (kWh, m3 per m2 etc.) | Monthly | Dashboard |
| Greening Government Commitments Report (carbon and water) | Monthly | Dashboard |
| Meter Reading Completeness/Accuracy Report | Monthly | Dashboard |
| Meter Reading Schedule (for FM supplier) | Monthly | Spreadsheet |
| Data Accuracy and Completeness (actual, estimated, accrued) | Monthly | Dashboard |
| Utility Bill Validation Queries (open, closed, values) | Monthly | Dashboard |
| Utility Bill Validation Cost Avoidance Report (savings) | Monthly | Dashboard |
| Utilities Invoice Information at site level (to enable Authority recharging) | Monthly | Spreadsheet |

| | | |
|---|-------------|-----------|
| Utilities End of Year Report | Bi-Annually | Dashboard |
| Maximum Demand vs. Available Capacity, Reactive Power | Quarterly | Dashboard |

5.3.2 As defined in the table above the Successful Supplier will prepare bi-annual budgets and subsequent monthly updates, for each supply point using the following inputs:

5.3.2.1 Latest Authority estate asset list;

5.3.2.2 Forecast consumption profiles for the relevant period derived from weather-adjusted historical consumption data, modified to take account of any planned changes resulting from operational activity, change of tenancy or energy efficiency initiatives;

5.3.2.3 Forecast utility rates derived by applying estimated future energy unit rates and standing charges from;

- a) CCS for all UK Electricity & Gas
- b) Direct from water providers for Wales
- c) Scottish Framework for Water

5.3.3 Budgets will be provided at the commencement of each financial year and be produced in collaboration with the Authority's Energy & Sustainability Team and finance department. These budgets should be at supplier level, and shall be updated periodically (see 5.3.4 below) to enable the Authority to undertake financial management.

5.3.4 The Successful Supplier is required to provide monthly budget forecast updates highlighting changes (delta) against the original annual budget in any given contract year.

5.3.5 The Successful Supplier will liaise with and assist the Authority in managing purchase orders for utilities suppliers, providing notification and relevant forecast data and other supplementary information to the Authority in an agreed format at the earliest possible stage (which will be before first invoices are received) to enable purchase orders to be raised and/or amended where existing.

5.3.6 The Successful Supplier will provide utilities market intelligence input into monthly budget forecast update reports and review meetings. The Successful Supplier will be the 'Subject Matter Expert' on relevant utility market price movements, including world events and legislative or regulatory change that may affect these. Risks will be highlighted.

5.3.7 The Successful Supplier shall provide Environmental Performance Reporting for the GGCs. This should include:

5.3.7.1 Electricity, gas, oil and district heat network energy consumption (kWh), and associated carbon emissions using the

latest carbon emissions factor as agreed with the Authority, presented as a year to date figure and tracked against the Authority's GGC baseline (currently 2017/18);

- 5.3.7.2 Water consumption, presented as a year to date figure and tracked against the Authority's GGC baseline (currently 2017/18);
 - 5.3.7.3 The GGC reporting will also include data for consumption at 'service charge' sites not processed by the Successful Supplier. This data will be provided by the Authority;
 - 5.3.7.4 Weather adjustment using regional degree day data should be applied to heating and cooling fuels as agreed with the Authority; and
 - 5.3.7.5 Data should be supplied in both raw unadjusted form, and in floor area / FTE adjusted form to enable further analysis.
- 5.3.8 The Successful Supplier will undertake an annual review of the available power capacity for every site and provide to the Authority an annual report based on properties approaching or likely to reach capacity and, also properties where capacity is far greater than use liaising with utility suppliers to carry out capacity changes as agreed with the Authority.
- 5.3.9 The Successful Supplier will provide data to the Authority's supply chain in an appropriate and compliant format wherever required to enable the Authority to ensure compliance or achieve accreditation, e.g. the production of Display Energy Certificates.
- 5.3.10 Data will be held within the database to allow for any additional reports to be generated on an ad hoc basis. All ad hoc reporting requests will be completed within forty-eight (48) hours (Monday to Friday) and the Successful Supplier will provide regular updates should the information not be readily available to provide within this timeframe.
- 5.3.11 All reports shall be provided to the Authority on the defined date and be subject to SLA's and KPI's – see **Section 6**.
- 5.3.12 Wherever weather or degree day adjustment is applied, it shall be done on a regional basis using an agreed regional data source as agreed with the Authority.

5.4 Subject Matter Expert Input

- 5.4.1 From time to time, the Successful Supplier will be required to provide Subject Matter Expert input and guidance, to assist the Authority in developing its strategy and policy. This will for example will include strategies for meeting the Authority's Greening Government

Commitments and Net Zero Carbon targets, and on 'green energy' options such as REGOs and Power Purchase Agreements.

6. Quality Assurance and Performance Management

- 6.1 The Successful Supplier will be contractually and commercially managed by the Authority's Energy & Sustainability Team who will manage the day to day supplier relationship and the performance of the Contract.
- 6.2 The Successful Suppliers performance will be managed against the following criteria for which the SLA's and KPI's are detailed in Annex 3;
 - i. Supplier Payments (timeliness and accuracy throughout the process)
 - ii. Data Quality
 - iii. Report Accuracy and timeliness
 - iv. Estates Utility Changes (CoT etc.)
 - v. Ad-hoc request response times (acknowledgement and completion)
 - vi. Disconnections and penalty charges (where liable)
 - vii. Query management and resolution
 - viii. Data base accuracy – against Master Asset Register
- 6.3 The Successful Supplier will produce and provide on a monthly basis a performance report both into the Authority's Energy & Sustainability Team and into the Authority's Integrator to enable contract performance management; and
- 6.4 The Successful Supplier will maintain or be aligned to an applicable Quality Management Systems (ISO9001, 270001 etc.) or demonstrate they have a plan and timeline in place to obtain accreditation or alignment.
- 6.5 The Authority will undertake periodic audits of the Successful Supplier to ensure they are meeting the required standards and the Successful Supplier will provide support and access to undertake these.
- 6.6 In the event that the Authority is subject to ad-hoc external or internal audit (financial, environmental or otherwise) the Successful Supplier will provide support and access to undertake these wherever required.

7. Contract Management

- 7.1 The Successful Supplier is required to provide a dedicated and named team to the account with a single point of contact and Account Manager who liaises with the Authority on a day to day basis.
- 7.2 The Successful Supplier is required to maintain robust governance and demonstrate alignment/accreditation to a recognised Quality Management System.
- 7.3 The Successful Supplier and their Account Manager will attend (remotely or in person) Contract and Performance Management meetings at least monthly with the Authority as well as attending monthly Finance, and Energy & Sustainability meetings. Attendance at ad-hoc meetings will also be required from time to time.

- 7.4 Within the regular Key Account Management meetings performance will be reviewed against the defined performance measures and the Successful Supplier will be required to report on performance and make personnel and data available for any periodic Authority performance audits.
- 7.5 The Successful Supplier will be required to provide performance reports and evidence their compliance with the required SLA's and KPI's.
- 7.6 The Successful Supplier is required to provide and adhere to an escalation process, which should include both management of a query log for issues raised with third party suppliers and, a process for escalating concerns, queries or issues with regards to performance.

8. Security (including data)

- 8.1 The Successful Supplier will be required to work with the Authority and its Security Team providing information, access and assistance to allow the Authority to carry out security due diligence commensurate with the Low Level Security Management Plan submitted as part of their Tender in accordance with Section C paragraph 17 of the Instructions to Tenderers.

9. Exit Management

- 9.1 The Successful Supplier will be required to support the Authority in a managed exit at the end of the contract including but not limited to producing an exit plan, providing an exit manager (Account Manager) and ensuring all of the Authority's data, documents, and resources held in the Successful Suppliers systems are formatted and ready to transfer to the Authority or an Authority nominated party, including any work in progress (WIP).
- 9.2 The Successful Supplier will be required to co-operate and collaborate with any incoming or other 3rd party to effect a smooth handover to the Authority's nominated party.

ANNEX 1

UTILITIES BUREAU SERVICE VALIDATION CRITERIA

The list of final validation checks will be defined and agreed with the Successful Supplier during the Implementation Phase

ANNEX 2

DATA REPORTING NEEDS AND DISTRIBUTION

A minimum set of standard reports is detailed below. This will be finalised with the Successful Supplier during the Implementation Phase.

| Report | Frequency | Format |
|---|------------------|----------------------|
| Weekly Invoice Report (details all invoices passed for payment, year to date) | Weekly | Report / Spreadsheet |
| Annual Budget Forecast (by supplier level) | Bi-Annual | Spreadsheet |
| Monthly Budget Forecast Update (by supplier level) – <i>comparison against above</i> | Monthly | Spreadsheet |
| Utility Expenditure Report (against budget and forecast) – <i>higher level budget holder report</i> | Monthly | Dashboard |
| Utility Consumption Report | Monthly | Dashboard |
| Performance League table of estate (kWh, m3 per m2 etc.) | Monthly | Dashboard |
| Greening Government Commitments Report | Monthly | Dashboard |
| Meter Reading Completeness/Accuracy Report | Monthly | Dashboard |
| Meter Reading Schedule (for FM supplier) | Monthly | Spreadsheet |
| Data Accuracy and Completeness (Actual, Estimated, Accrued) | Monthly | Dashboard |
| Utility Bill Validation Queries (Open, Closed, Values) | Monthly | Dashboard |
| Utility Bill Validation Savings report | Monthly | Dashboard |
| Utilities Invoice Info at site level (to enable recharging) | Monthly | Spreadsheet |
| Utilities End of Year Report | Bi-Annually | Dashboard |
| Maximum Demand vs. Available Capacity, Reactive Power | Quarterly | Dashboard |

ANNEX 3

SERVICE LEVELS AGREEMENTS & KEY PERFORMANCE INDICATORS

1. General

The Authority will monitor the following Successful Suppliers performance of the Contract in accordance with **Schedule 3** of the Contract. The Service Levels Agreements (SLA's) and Key Performance Indicators (KPI's) defined in **paragraph 2** and **paragraph 3** below shall be applied to the provision of the following elements of the Services:

- i. Supplier Payments (timeliness and accuracy throughout the process);
- ii. Data Quality;
- iii. Report Accuracy and timeliness;
- iv. Estates Utility Changes (CoT etc.);
- v. Ad-hoc request response times (acknowledgement and completion);
- vi. Disconnections and penalty charges (where liable);
- vii. Query management and resolution; and
- viii. Data base accuracy – against Master Asset Register.

2. Service Levels (SLA's)

| Activity | SLA | Measures on Failure |
|---|---|------------------------------------|
| Bill Validation and Provision of Payment File | 1 working day / 24 hours from receipt of invoice | Contractual Performance Management |
| Action a change of tenancy to suppliers | 3 working days from receipt of Authority communication | Contractual Performance Management |
| FOI / PMQ's | Acknowledgement within 24hrs and provide response within agreed timescale (48hrs-2weeks). Average 1.5 requests per month. | Contractual Performance Management |
| Monthly reports | 100% delivered by defined date - specific deadline for finance etc. – Defined during Implementation | Contractual Performance Management |
| Ad-hoc request response | Within 24 hours with proposed completion timescale | Contractual Performance Management |

3. Key Performance Indicators (KPI's)

| Activity | KPI | Measures on Failure |
|--|---|------------------------------------|
| Query log performance and closures | To be agreed within 1 st 6 months – establish baseline Demonstrable weekly actions to close out open queries | Contractual Performance Management |
| BAU Reporting | Delivered to agreed deadline for each nominated report | Contractual Performance Management |
| Disconnections / threat of disconnection | 0 – within properties on the Authority master asset register | Contractual Performance Management |
| Database accuracy | 99% against master asset register – periodic audit | Contractual Performance Management |
| Payment Accuracy | <2% queries raised by Authority on payment files passed for payment | Contractual Performance Management |
| Payment success | <2% payment file issues ('holds') requiring Authority intervention over and above the process where issues sit with the Bureau. | Contractual Performance Management |

ANNEX 4

UTILITIES DATABASE REQUIREMENTS

The below list is indicative and the final requirements for the Utilities Database will be agreed with the Successful Supplier during Implementation Phase.

The database will store the following minimum requirements:

- a) Authority Site reference & address;
- b) Business Identifiers (including identity of major occupier);
- c) Floor Area in units of Business Square Metres;
- d) Utility supplier and contract start/end date;
- e) Tariff and billing frequency;
- f) Account Number;
- g) Meter Serial Number;
- h) Supply Number;
- i) Meter location;
- j) Historic data as provided by the Authority / incumbent Supplier;
- k) Energy Rating (or equivalent) or Site;
- l) Meter Point Access Number ('MPAN') or Meter Point Reference Number ('MPRN');
- m) Profile class, meter/time-switch details, line loss factor;
- n) Annual consumption (kWh);
- o) Half Hourly ('HH')/Non Half Hourly ('NHH') data (as appropriate) for previous 12 months for every electricity Utility Supply;
- p) Agreed Utility Supply capacity;
- q) Voltage;
- r) Meter operator details with contract start and end dates;
- s) Data aggregator ('DA') details;
- t) Data collector ('DC') details;
- u) Tariff structure for each open Utility Supply;
- v) Billing method, payment type and payment terms;
- w) VAT percentage rate applicable to the Utility Supply;
- x) Climate Change Levy ('CCL') rate or CCL relief; and
- y) Water rates and charges (based on Rateable Value ('RV') or uniform business rate, as appropriate).