

Request for Proposal



Request for Proposal (RFP) on behalf of **Innovate UK**

Subject **UK SBS PR17093 Newton Fund — Business Innovation Collaboration Programmes**

Sourcing reference number **PR17093**

UK Shared Business Services Ltd (UK SBS)
www.ukpbs.co.uk

Registered in England and Wales as a limited company. Company Number 6330639.
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VAT registration GB618 3673 25
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Section 1 – About UK Shared Business Services

Putting the business into shared services

UK Shared Business Services Ltd (UK SBS) brings a commercial attitude to the public sector; helping Contracting Authorities improve efficiency, generate savings and modernise.

It is our vision to become the leading service provider for Contracting Authorities of shared business services in the UK public sector, continuously reducing cost and improving quality of business services for Government and the public sector.

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

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

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

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

Our Customers

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

UK SBS currently manages £700m expenditure for its Contracting Authorities.

Our Contracting Authorities who have access to our services and Contracts are detailed [here](#).

Section 2 – About the Contracting Authority

Innovate UK

Innovate UK is the UK's innovation agency – driving innovation to boost economic growth. It works with people, companies and partner organisations to find and drive the science and technology innovations that will grow the UK economy.

Innovate UK is an organisation of around 300 staff, drawn mainly from business. It works across the UK, with a head office in Swindon.

With a strong business focus, Innovate UK drives growth by working with companies to de-risk, enable and support innovation. To do this, they work to:

- Determine which science and technology developments will drive future economic growth
- Meet UK innovators with great ideas in the fields they're focused on
- Fund the strongest opportunities
- Connect innovators with the right partners they need to succeed
- Help its innovators launch, build and grown successful businesses

Since 2007 Innovate UK has committed over £1.8 billion to innovation, matched by a similar amount in partner and business funding. They have helped more than 7,600 organisations with projects estimated to add more than £11.5 billion to the UK economy and create 55,000 extra new jobs.

Its current 5-Point Plan for future growth includes:

- **Accelerating UK economic growth**, nurturing small, high-growth companies, helping them to become high-growth mid-sized companies with strong productivity and export success.
- **Building on innovation excellence throughout the UK**, investing locally in areas of strength.
- **Developing Catapults within a national innovation network**, to provide access to cutting edge technologies, encourage inward investment and enable technical advances in existing businesses.
- **Working with the research community and across government** to turn scientific excellence into economic impact, and deliver results through innovation.
- **Evolving our funding models**; exploring ways to help public funding go further and work harder, while continuing to deliver impact from innovation.

Section 3 – Working with the Contracting Authority

Section 3 – Contact details		
3.1	Contracting Authority Name and address	Innovate UK, Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1FL
3.2	Buyer	Al Staunton-Lambert
3.3	Buyer contact details	majorprojects@uksbs.co.uk
3.4	Estimated value of the Opportunity	Maximum values of the opportunity Lot 1 - £206,500.00 Lot 2 - £346,000.00 Lot 3 - £291,500.00 Lot 4 - £454,500.00 Total - £1,298,500.00
3.5	Process for the submission of clarifications and Bids	All correspondence shall be submitted within the Emptoris e-sourcing tool. Guidance Notes to support the use of Emptoris is available here. Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid <u>not</u> being considered.

Section 3 - Timescales		
3.6	Date of posting of Contract advert to OJEU.	03/10/2017
3.7	Date RFP available to Bidders	06/10/2017
3.8	Bidder conference (if relevant)	n/a
3.9	Latest date / time RFP clarification questions shall be received through Emptoris messaging system	06/11/2017 14.00hrs GMT

3.10	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through Emptoris	07/11/2017 14.00hrs GMT
3.11	Closing date and time for Bidder to request RFP documents	10/11/2017 14.00hrs GMT
3.12	Closing date and time for Bidder to submit their response ('the deadline').	13/11/2017 14:00 hrs GMT
3.13	Clarifications (if required)	Week commencing 13/11/2017
3.14	Notification of proposed Contract award to unsuccessful bidders	17/11/2017
3.15	Anticipated Contract Award Date	28/11/2017
3.16	Commencement of Contract	01/12/2017
3.17	Bid Validity Period	90 Days

Section 4 – Specification and about this procurement

Aims

Innovate UK is a delivery partner of the Newton Fund (www.newtonfund.ac.uk). The Newton Fund aims to promote the economic development and social welfare of partner countries, by strengthening their science and innovation capacity, through partnership with the UK. It is part of the UK's [Official Development Assistance \(ODA\)](#).

As part of Innovate UK's Newton Fund commitments, this procurement is to identify a Supplier or set of Suppliers who can design and deliver programmes to strengthen collaborations between innovative businesses from the Newton Fund partner countries of Egypt, Indonesia, South Africa and Turkey, and innovative businesses from the UK.

The services covered by this procurement exercise have been sub-divided into Lots, where we are seeking individual programmes to strengthen collaborations between innovative businesses from each of these countries, and business from the UK:

Lot 1: Egypt

Lot 2: Indonesia

Lot 3: South Africa

Lot 4: Turkey.

We request that Bidders submit a separate response for 1, 2, 3 or all of the Lots based on their expertise and experience. This tender process may result in up to 4 contracts being placed. Bidders who plan on submitting a response to more than one Lot will need to ensure they complete the relevant price and award questionnaire for each Lot.

Objectives

The objective of this procurement is to identify a Supplier or set of Suppliers capable of designing and delivering programmes to stimulate and support innovation-focussed collaborations between businesses from the UK and from the Newton Fund countries of Egypt, Indonesia, South Africa and Turkey.

For each Lot, we would like a Supplier to design and deliver a programme that ultimately results in economic development and social welfare improvements to the identified Newton Fund country, in line with Official Development Assistance (ODA) objectives. The programme should:

1. Strengthen the innovation potential of businesses based in and from the Newton Fund country, through stimulating and supporting their collaboration with innovative UK businesses, and with the UK's innovation ecosystem.

In particular, the programme should strengthen the ability of businesses based in and from the identified Newton Fund country, to deliver innovative solutions (new products, new services, improved business processes) to key societal and socio-economic challenges existing within that country. These challenges must be ones currently impacting the poorer, marginalised or more disadvantaged groups within that country's population, although they

may have a wider impact upon the general population of that country.

2. Also deliver benefits for UK businesses and the UK innovation ecosystem, for example in terms of an improved understanding of the innovation-driven partnership opportunities in the four Newton Fund countries.

What we mean by ‘innovation’ and ‘strengthening the innovation potential’:

We are focussing on science and technology-driven, commercially-focussed innovation. This is in line with Innovate UK’s focus on and mandate of stimulating and supporting business-led innovation.

By strengthening the innovation potential, we mean working with companies to de-risk, enable and support innovation so that novel commercial solutions to key socio-economic challenges in the Newton Fund countries can emerge. These solutions may be novel because they are new to the market in Newton Fund countries, or more affordable than existing solutions, for example.

Background to the Requirement

Managed by the Department for Business, Energy and Industrial Strategy, the Newton Fund is part of the UK government’s Official Development Assistance (ODA) to emerging economies and developing countries around the world. The Fund was established to develop long term sustainable growth and welfare of 18 partner countries (including Egypt, Indonesia, South Africa and Turkey) through strengthening their science and innovation partnerships with the UK.

By working together on joint programmes with a research and/or innovation focus, the UK will deliver development objectives and at the same time build strong, sustainable, systemic relationships with partner countries that also bring benefits back to the UK.

The Fund is leveraging the UK’s strengths in research and innovation to deliver partnering activities under 3 broad pillars:

- **Pillar 1 - People:** increasing capacity in science and innovation, individually and institutionally in partner countries.
- **Pillar 2 - Research:** research collaborations on development topics.
- **Pillar 3 - Translation:** creating collaborative solutions to development challenges and strengthening innovation systems.

Under Pillar 3, Innovate UK is working to stimulate and support business innovation collaborations between the UK and Newton Fund partner countries. By connecting together the business communities, the anticipation is that novel commercial solutions (for example new products, or new services) to key socio-economic challenges that partners countries face can start to emerge.

Many of the Newton Fund countries are grappling with societal and socio-economic challenges similar to those the UK grapples with; many are grappling with challenges which the UK has knowledge and expertise amongst its business community in tackling. For example, issues related to energy security, sustainability of energy supply; affordable healthcare; sustainable agriculture; urbanisation and city management issues are pertinent across Newton Fund countries and the UK. Both scenarios present opportunities to strengthen collaboration between innovative UK and Newton partner country business communities.

Scope

We are seeking a Supplier or set of Suppliers who will deliver programmes to meet the two objectives set out in the Objectives section of this procurement notice.

We are not being prescriptive in terms of the design, format, content of or numbers of participants covered by this programme (except for Indonesia – please see “other key points” below). Rather we want Bidders to show us how the programme they propose will meet these objectives, within the stipulated budget and timeframe. The logic behind the design, format and content of the programme to meet the stated objectives should be detailed by the Bidder, through the use of some sort of logic model.

As noted above, Bidders may choose to submit a response for one or more Lots.

The following programme principles must be followed. Bidders must demonstrate in their responses how these principles are being followed. The programmes must:

- clearly meet the two objectives set out in the Objectives section. As part of meeting the Objectives, we are reiterating that it must be designed to enable businesses to respond better to particular socio-economic challenges faced by the population at large in the partner country, and particularly poorer, marginalised and disadvantaged communities in the partner countries. The ultimate goal here is economic development and welfare improvement of the partner country, as the Newton Fund is Official Development Assistance funding (<http://www.newtonfund.ac.uk/about/what-is-oda/>).
- be clearly relevant and acceptable to the partner country. This includes it being based on identified needs of the business community in the partner country, rather than a generic programme design. We recognise that identifying needs is a process, and that the successful Supplier/s may need more time to refine their design against identified needs. Please see the Requirement section below for more information on this.
- build upon past and existing activities to strengthen the innovation potential of businesses in the partner countries through collaboration with the UK i.e. it shouldn't reinvent the wheel.

Other key points:

- The Supplier is expected to run a transparent, fair and quality competitive process to identify programme participants.
- The Supplier is expected to identify an appropriate matched funding amount from the partner country. This is in line with the Newton Fund aims and objectives. Please see the Requirement section below for more details.
- For Indonesia, Bidders are expected to scope a programme that focusses on business to business collaborations within the renewable energy sector. This has been identified as an area of partnership priority between the UK and Indonesian governments. Please see the Additional Information section below for more details.

Requirement

Requirement – Summary

The successful Supplier or set of Suppliers will be expected to effectively design and deliver a business innovation collaboration programme that meets the objectives set out in this specification, within the agreed budget and timeline, for the Newton Fund countries identified (Egypt, Indonesia, South Africa and Turkey).

A collaboration programme will:

- Strengthen the innovation potential of businesses based in and from the identified Newton Fund country, through stimulating and supporting their collaboration with innovative UK businesses and with the UK's innovation ecosystem.
- In particular, strengthen the ability of businesses based in and from the identified Newton Fund country to deliver innovative solutions (new products, new services, improved business processes) to key societal and socio-economic challenges existing within that country. These challenges must be ones currently impacting the poorer, marginalised or more disadvantaged groups within that country's population, although they may have a wider impact upon the general population of that country.
- Also, deliver benefits for UK businesses and the UK innovation ecosystem, for example in terms of knowledge innovation and wider business opportunities in the four Newton Fund countries.

Requirement - In-depth

The Supplier's outputs will be:

- Successful delivery of a programme as set out above. The Supplier will need to qualify and evidence - through a robust logic model, and monitoring and evaluation plan - how these objectives will be, are being and have been met at the outset, during and once the programme has finished.
- Informing Innovate UK of the programme's progress, through a reporting schedule that will include:
 - submission of an Inception phase report.
 - submission of quarterly progress reports summarising progress made on programme delivery and outcomes.
 - submission of a final report outlining the results and outcomes of the programme, including full details of the costs of scoping, design and delivery of the programme.
- The selected Supplier will agree a format for reporting with Innovate UK at the start of the contract.

Approach to Delivery

We would like the Supplier to deliver this assignment in two phases: (1) inception and (2) delivery.

(1) Inception phase

Whilst Bidders must include a detailed approach, methodology and programme plan as part of their response, we appreciate that - once the contract is awarded - the successful Supplier may need time to finalise programme details, before embarking upon delivery of the programme. These details to be finalised may include, for example, those related to the matched funding element of the programme or those related to programme participants or delivery schedule. We also note that there will be need

to finalise the monitoring and evaluation plan in conjunction with Innovate UK. Therefore Bidders are expected to include an Inception phase as part of their response. It is anticipated that this phase will take no longer than 3 months to complete, and bidders can specify how long their inception phase will be within that duration. At the end of this phase, we expect Suppliers to submit an Inception Phase report, which clearly sets out their delivery plan/schedule, monitoring and evaluation plan, and full details of the identified in-country matched funding.

Please note – Proceeding to the Delivery Phase will be dependent on the successful and satisfactory completion of the Inception Phase. Innovate UK reserves the right to terminate the contract at the end of the Inception Phase, should Suppliers not confirm all arrangements required in order to successfully take the programme delivery phase ahead to its completion.

(2) Delivery phase

The Supplier will then deliver the programme.

Skills and Expertise of Supplier

Bidders must demonstrate:

- appropriate and adequate skills and expertise in science and technology-driven commercially-focused innovation.
- appropriate and adequate skills and expertise in designing and delivering programmes to support collaboration on business-led innovation.
- appropriate and adequate knowledge of and connection to the Newton Fund partner country's business community and innovation ecosystem in order to deliver this programme (this knowledge and connection may come from the lead agency or one of its partners – please see below).
- appropriate and adequate connection with the UK's innovative business community and the UK's innovation ecosystem in order to deliver this programme.
- ability and capacity to deliver a programme within the given budget and timeframe.
- ability to ensure programme materials are translated and delivered in local languages, where appropriate.

Mandatory team composition

In their delivery teams, Bidders must include at least one partner organisation from the relevant Newton Fund country, to support delivery of the programme. This partner organisation could be for example, a government agency or department, non-government organisation, business organisation, another type of organisation. The partner must be appropriate to delivery of the intended programme. Details of this partner organisation must be included in Bidders' applications.

Note that the partner organisation may also be the organisation providing the matched funding; or may not be. Bidders will need to specify what relationship (financial and otherwise) they have with their partner organisation in their application – for example, sub-contractor, funding partner etc.

Funding

Total funding available

The following funding amount shown in Table 1 (exclusive of VAT) is available per Lot in the following financial years. Note that funding is tied to particular financial years and cannot be moved across financial years.

Table 1: Total funding available to Supplier per Lot and per year (exclusive of VAT)

		UK Financial Year 2017-18 expenditure and reclaim from Innovate UK	UK Financial Year 2018-19 expenditure and reclaim from Innovate UK	UK Financial Year 2019-20 expenditure and reclaim from Innovate UK	TOTAL (excluding VAT)	Contract length
1.	Egypt	£41,500	£165,000	£0	£206,500	Until end of FY 2018-19
2.	Indonesia	£16,000	£330,000	£0	£346,000	Until end of FY 2018-19
3.	South Africa	£41,500	£250,000	£0	£291,500	Until end of FY 2018-19
4.	Turkey	£41,500	£330,000	£83,000	£454,500	Until end of FY 2019-20

Matched funding/effort from the Newton Fund countries

One of the main premises of the Newton Fund is that the partner countries contribute towards the cost of delivering Newton Fund programmes, either by way of matched resource (cash) or matched in-kind effort. For this programme, the Bidder is expected to identify the in-country match, in terms of who will provide it, in what format, the amount and what it will fund. There is a lot of flexibility around the match. The following are acceptable forms:

- cash from an appropriate in-country (Newton Fund country) partner.
- direct costs of businesses and others from the Newton Fund country/countries in participating in the programme (for example travel, accommodation, subsistence and related expenditure). This should not include the costs from any in-country partner involved in delivering the programme, where funding provided through this contract is used to pay for those costs.
- the time spent by participants from the Newton Fund country/countries in participating in the programme. This should not include time spent by any in-country partner involved in delivering the programme, where funding provided through this contract is used to pay for that time.
- the costs of venue hire and associated expenses for the programmes, if paid for by organisations from the partner country.
- a combination of the above.

We are expecting match of at least the following equivalence to be identified by the Supplier for each of the following countries:

Table 2: Matched funding required

	Newton Fund partner country	PPP conversion factor	Total funding available to Supplier via this contract (exclusive of VAT)	Estimated Match from partner country in GBP
1.	Egypt	PPP conversion factor = 0.34	£206,500	£70,000
2.	Indonesia	PPP conversion factor = 0.33	£346,000	£114,000
3.	South Africa	PPP conversion factor = 0.43	£291,500	£125,000
4.	Turkey	PPP conversion factor = 0.47	£454,000	£213,000

There is flexibility in terms of who can provide the match. It can be sourced from programme participants themselves (i.e. businesses), or a partner organisation/s such as a development agency, department of the government, non-profit organisation, business membership organisation of the partner country. The matched funding cannot be sourced from funds originating from the UK government. It can also not include costs from any in-country partner involved in delivering the programme, where funding from this contract is used to pay for those costs.

There is flexibility in terms of what the match can pay for, however the expectation is that the matched funding will cover the costs of participants from the Newton Fund partner countries (and logistics costs should the programme be delivered in the Newton Fund country). The matched funding should not go towards direct costs of UK business participation in this programme.

Costing this proposal

Bidders should submit separate bids for each Lot (each of the four countries) it wishes to deliver a programme for.

Bidders will need to state how many people and businesses the programme will include (both from the Newton Fund partner country and the UK) and provide justification for the numbers, and why they represent value for money for the Newton Fund.

Under each Lot, costings should reflect the total cost of delivering the programme broken down into the two phases – inception and delivery. Suppliers should clarify where Innovate UK is paying for the costs, and where the matched funder/s are.

In terms of identifying in-country match funding, as part of their bid, we expect Bidders, as a minimum, to tell us:

- who they expect the match funder/s to be
- how much they expect the approximate match funding will be in local currency or GBP equivalent
- what form they expect the match funding to be in
- what the match funding will pay for

The successful Supplier will then have till the end of the Inception Phase to finalise the match funding element.

Timetable

Delivery of work

The work must be delivered to correspond to the budget profiles and contract lengths detailed in Table 1 above. The budgets must be spent according to the year profile in Table 1 with no variance. The Supplier may choose to deliver programmes that are shorter than the maximum contract lengths.

Final payment will only be made on successful completion of the programme as evidenced in documents to be submitted as given under key reporting milestones below.

Reporting

The successful Supplier will be required to report to the Newton Fund team at Innovate UK on a quarterly basis, identifying progress against key performance indicators in the contract, as set out in a monitoring and evaluation plan. This plan should be detailed in the Supplier's application, as part of the Project Plan and Approach & Methodology, and will be finalised at the contract award stage. The Supplier will be required to design and implement a suitable reporting format to be submitted to Innovate UK.

At the end of the programme, the Supplier will need to undertake a robust evaluation to gather evidence on whether the programme has met its own objectives including the anticipated outcomes, and the objectives laid down in this Specification. This should be properly planned for and costed for.

The Supplier may also need to liaise with the Newton Fund external evaluation agency from time to time, supplying information upon request.

Key reporting milestones

- Kick-off meeting
- Inception phase report
- Quarterly monitoring reports
- Final report, including evaluation of outcomes.

Additional Information

This additional information is to support the development of your application.

1. Indonesia

For the Indonesia Lot, we would like the Supplier to focus its programme on Indonesia's renewable energy sector. Below is some background information on current UK government initiatives related to renewable energy in Indonesia.

A. Prosperity Fund – Renewable Energy Access in Eastern Indonesia

The UK Government is bidding for funding from the UK's Prosperity Fund to deliver a renewable energy access programme in eastern Indonesia. This programme is looking to 1). Set up a brokerage function enabling financing and implementation of small-scale energy infrastructure projects, 2). Set up pilot sustainable energy solutions which meet community needs, 3) drive innovation (ranging from technology development, business models & financing solutions to policy frameworks) and knowledge transfer to enable better energy solutions. For general information about the Prosperity Fund, please see: <https://www.gov.uk/government/publications/cross-government-prosperity-fund-programme/cross-government-prosperity-fund-update>.

The following is an extract from the Prosperity Fund bid:

1. Indonesia has huge and diversified potential for producing renewable energy – so far mostly untapped, given that currently, it is only exploiting about 5.8% of its renewable capacity. Renewable energy is particularly well suited for remote locations, where energy access is lowest (as low as 40% electrification rate in some regions).

Table: Potential and installed capacity of renewable energy resources in Indonesia (MW) – Source: IEA, 2015

Technology	Potential	Installed Capacity
Hydro	75 000	7 572
Geothermal	28 617	1 343.5
Mini/micro hydro	1 013	88
Biomass	32 654	1 716.5 of which 1 626 off-grid & 90.5 on-grid
Solar	4.8 kWh/m/day	42.77
Wind (3-6 metres/second)	9 290	1.87
Ocean energy	49 000	0.01

2. Improving electricity access in the eastern part of Indonesia is a priority for Ministry of Energy and Mineral Resources. Through Indonesia Terang Programme, the Ministry expects to electrify 12,569 villages, which mostly located in Eastern Indonesia. Most of these villages will rely on renewable energy for their electricity access. In November 2016, the Ministry officially launches this programme by jointly map electricity needs in Papua and West Papua provinces in an effort to reach electrification target by 2019.
3. A lack of reliable and affordable energy is a major constraint to Indonesia's development, particularly in remote and island communities. Energy access in Indonesia is poor relative to regional peers.¹ Demand is rising faster than economic growth, with energy demand projected to grow by around 7% per year, with electricity demand alone projected to nearly triple between 2010 and 2030.² Yet up to 40 million people still have no access to electricity, hampering business development and livelihoods.
4. The problem is acute in Eastern Indonesia where in some provinces the electrification rate is estimated to be as low as 40%.³ It is important to note that PLN's official electrification rates are not truly representative of energy access, as simply connecting one home to the grid can 'qualify' a village as electrified.
5. These isolated communities typically rely on diesel generators, with high fuel costs and negative environmental impact. Agriculture and fishing are usually important activities in these areas and

¹ ADB, 2016d

² ADB, 2016d

³ ADB, 2016f

will continue to be major production sectors for Indonesia. However the productivity of these sectors needs to be raised significantly.⁴ Improved energy access could play a significant role in driving productivity gains in agriculture and fisheries with associated GDP growth. For example, by enabling local agricultural and fisheries businesses to use cold storage, water pumping, solar drying and so on; or by reducing business costs of purchasing and transporting fuel. As well as industry, renewable energy can support tourism, particularly with 'eco-resorts' growing in popularity.

6. Indonesia's geography means that traditional methods of generating and supplying electricity (through the main grid) are unlikely to provide cost-effective solutions for many communities in less densely-populated areas due to the high costs of extending the grid. It is in the remote and island areas that the potential for cost-effective renewable energy is mostly located.⁵ Where renewable energy sources are available, they can often provide communities and businesses with the most reliable and affordable source of electrical energy.⁶ In these circumstances, there is potential for community and mini-grids.
7. It is highly likely that renewable energy can offer economically attractive alternatives to fossil based power generation in the right circumstances in Indonesia.⁷ Whether and where renewable energy is attractive compared to fossil alternatives depends on the presence of resources, the technology deployed and the circumstances of the deployment. Given the geographical diversity of Indonesia – this is likely to mean different energy solutions in different places. However, renewable solutions are often easier to scale and therefore more attractive in areas with lower demand.

B. The Department for International Trade's High Value Campaign in Indonesia – Waste to Energy

For note and info, the UK's Department of International Trade currently has a high value campaign in Indonesia looking at waste to energy and opportunities for UK businesses.

Indonesia produces around 65 million tons of waste annually, currently less than 10% is meaningfully recycled. The remaining 90% is sent to landfill, only 10% of the facilities for which would be considered safe by European standards. Much of the waste management problems in Indonesia come from a lack of waste management infrastructure, which is also critical to the development and success of energy from waste plants. This provides strong drivers for the delivery of significant waste management, processing and power/ fuel generation facilities. The UK has considerable expertise in this area, particularly in design, implementation and management, drawing on componentry from both the UK and overseas. There are also additional opportunities emerging in related areas. For example, the Island nature of Indonesia lends itself to small-scale tidal stream technologies.

Also see: <http://www.newtonfund.ac.uk/about/about-partnering-countries/Indonesia/>

2. Egypt (Newton-Mosharafa Fund)

The following links may be useful for bidders:

- Newton-Mosharafa Fund (read the brief available at): <https://www.britishcouncil.org/en/programmes/education/newton-mosharafa-fund>
- 'Science and Innovation in Egypt': <https://royalsociety.org/~media/policy/projects/atlas-islamic-world/atlas-egypt-report.pdf>

⁴ McKinsey, 2012

⁵ Resilience Development Initiative (RDI), 2016.

⁶ ITDG

⁷ Overseas Development Institute (ODI), 2016

3. South Africa

The following links may be useful for bidders:

- Newton Fund with South Africa: <http://www.newtonfund.ac.uk/about/about-partnering-countries/south-africa/>
- UK Science & Innovation Network Country Snapshot for South Africa: <https://www.gov.uk/government/publications/uk-science-and-innovation-network-country-snapshot-south-africa>
- Website of South Africa's Technological Innovation Agency: <http://www.tia.org.za/>
- Website of South Africa's Department of Science and Technology: <http://www.dst.gov.za/>

4. Turkey (Newton-Katip Celebi Fund)

The following links may be useful for bidders:

- Newton-Katip Celebi Fund: <https://www.gov.uk/guidance/the-newton-katip-celebi-fund-turkey>
- UK Science & Innovation Network Country Snapshot for Turkey: <https://www.gov.uk/government/publications/uk-science-and-innovation-network-country-snapshot-turkey>
- OECD STI Outlook for Turkey: <http://www.oecd.org/turkey/sti-outlook-2012-turkey.pdf>
- TUBITAK, Govt of Turkey's Science and Technological Research Council: <https://www.tubitak.gov.tr/en>
- Turkey's Tenth Development Plan: [http://www.mod.gov.tr/Lists/RecentPublications/Attachments/75/The%20Tenth%20Development%20Plan%20\(2014-2018\).pdf](http://www.mod.gov.tr/Lists/RecentPublications/Attachments/75/The%20Tenth%20Development%20Plan%20(2014-2018).pdf)
- Info on Turkey's Teknoparks: <https://teknopark.sanayi.gov.tr/Home/TgbListesi>

Notes:

Turkey's National STI Strategy 2011-2016 states that strong RDI capacity exists within automotive, machine manufacturing and information and communication technologies; and health, energy, water, food, defence and space are the areas of focus. The priority areas for TUBITAK, the Government's Science and Technological Research Council are:

1. Information and Communication Technologies	5. Automotive
2. Energy	6. Health
3. Food	7. Water
4. Machine and manufacturing	8. Humanities and social sciences

The Turkey Industry Strategy Document 2015-2018 – in Turkish at:

<https://www.sanayi.gov.tr/DokumanGetHandler.ashx?dokumanId=e9f6e3f2-f8ab-4fd1-9d65-22d553867dc1> notes the areas related to Turkish companies which need strengthening. Some of the most crucial ones are summarised in English below:

Small businesses cannot use the technology adequately during business processes

- Lack of qualified staff in SMEs
- Inadequacy of on-the-job training opportunities in enterprises
- SMEs not being positive to the idea of venture capital
- Inadequate awareness of science, technology, R&D, innovation, productivity, industrial property, and culture
- Inadequate resources allocated by firms to R&D
- Lack of technical knowledge on R&D
- R&D work cannot be commercialised sufficiently
- Firms' inability to make long term planning for R&D and innovation areas
- Lack of firms' awareness of environmental legislation and supportive mechanisms for

compliance

- Lack of awareness about environmentally sensitive products and production processes
- Lack of awareness about the economic value of waste
- Insufficient awareness of clustering in areas where industry is underdeveloped
- Businesses should be inadequate about promotion and marketing.

5. In-country contacts

For more information about the innovation contexts of these four countries, bidders can contact the Newton in-country team within each of the four countries, as follows:

1. Egypt – Shahira Emara, Head of Newton Mosharafa Fund, British Embassy Cairo, Egypt. Shahira.Emara@fco.gov.uk
2. Indonesia - Anissa Febrina, Research and Innovation Manager at the British Embassy Jakarta, Indonesia. Anissa.Febrina@fco.gov.uk.
3. South Africa – Richard Atkinson, Newton Fund Country Manager, South Africa at British Consulate General Cape Town, South Africa. Richard.Atkinson@fco.gov.uk
4. Turkey – Asli Akcayoz, Newton Fund Programme Coordinators at the British Embassy Ankara, Turkey. Asli.Akcayoz@fco.gov.uk

Please note that:

- contacting the in-country team is not mandatory.
- the in-country teams are not employees of Innovate UK and will not provide any guidance about the technicalities or details of this procurement.
- there is no obligation on the in-country teams to provide information to potential bidders. Bidders must accept that if the in-country teams are able to help they will, and if they are not, it is not to the detriment of any bid submitted.

The contract duration shall be as follows;

Lot 1 – Egypt – 01/12/2017 to 31/03/2019

Lot 2 – Indonesia – 01/12/2017 to 31/03/2019

Lot 3 – South Africa – 01/12/2017 to 31/03/2019

Lot 4 – Turkey – 01/12/2017 to 31/03/2020

Section 5 – Evaluation model

5.1 Introduction

- 5.1.1 The evaluation process will be conducted to ensure that Bids are evaluated fairly to ascertain the bidders who can demonstrate the required skills qualities, technical ability and capacity, commercial stability and experience to ensure successful performance of the Contract.

5.1.2 The evaluation team may comprise staff from UK SBS and the Contracting Authority, and any specific external stakeholders the Contracting Authority deem required

5.2 Evaluation of Bids

5.2.1 Evaluation of Bids shall be based on a Selection questionnaire defined in the e-sourcing tool.

5.3. SELECTION questionnaire

5.3.1 The Selection questionnaire shall be marked against the following Selection pass / fail criteria. No scoring criteria will be used at the Selection phase.

5.3.2 The selection questionnaire shall be marked against the following Mandatory or discretionary pass / fail criteria.

Selection Pass/fail criteria		
Questionnaire	Q No.	Question subject
Selection Part A	SEL1.13	Contact details and declaration
Selection Part B	SEL2.2	Participation in a criminal organisation
Selection Part B	SEL2.3	Corruption
Selection Part B	SEL2.4	Fraud
Selection Part B	SEL2.5	Terrorist Offences or offences link to terrorist activities
Selection Part B	SEL2.6	Money laundering or Terrorist financing
Selection Part B	SEL2.7	Child Labour and other forms of trafficking in human beings
Selection Part B	SEL 2.8	Self cleaning
Selection Part B	SEL 2.9	Payment of tax or social security
Selection Part B	SEL 2.10	Cyber essentials
Selection Part C	SEL3.2	Breach of environmental obligations
Selection Part C	SEL3.3	Breach of social obligations
Selection Part C	SEL3.4	Breach of labour law obligations
Selection Part C	SEL3.5	Bankruptcy
Selection Part C	SEL3.6	Guilty of grave professional misconduct
Selection Part C	SEL3.7	Distorting competition
Selection Part C	SEL3.8	Conflict of Interest
Selection Part C	SEL3.9	Prior involvement in procurement process
Selection Part C	SEL3.10	Prior performance of contract
Selection Part C	SEL3.11	Serious Misrepresentation
Selection Part C	SEL3.12	Withholding information
Selection Part C	SEL3.13	Unable to provide supporting documentation for ESPD
Selection Part C	SEL3.14	Influenced the decision making process
Selection Part D	SEL4.1	Audited accounts
Selection Part D	SEL4.3	Wider group / guarantee

Selection Part D	SEL4.4	Insurance
Selection Part E	SEL5.4	Compliance under Modern Slavery Act 2015
Selection Part E	SEL5.5	Health and Safety Policy
Selection Part E	SEL5.6	Enforcement/remedial orders in relation to the Health and Safety Executive
Selection Part E	SEL5.7	Breaching environmental legislation
Selection Part E	SEL5.8	Checking sub-contractors for infringement of environmental legislation
Selection Part E	SEL5.9	Unlawful discrimination
Selection Part E	SEL5.10	Checking sub-contractors for unlawful discrimination
Selection Part E	FOI1.1	Freedom of information
Selection Lot 1	SEL5.12	Case Studies or Overviews
Selection Lot 1	SEL5.13	Language
Selection Lot 1	SEL5.14	Matched Funding
Selection Lot 2	SEL5.12	Case Studies or Overviews
Selection Lot 2	SEL5.13	Language
Selection Lot 2	SEL5.14	Matched Funding
Selection Lot 3	SEL5.12	Case Studies or Overviews
Selection Lot 3	SEL5.13	Language
Selection Lot 3	SEL5.14	Matched Funding
Selection Lot 4	SEL5.12	Case Studies or Overviews
Selection Lot 4	SEL5.13	Language
Selection Lot 4	SEL5.14	Matched Funding
		In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.

5.3.3 Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.

5.3.4 Questions marked 'for information only' do not contribute to the scoring model.

5.3.5 During the evaluation stage, the intention is that only Bidders who pass all the Mandatory and Discretionary requirements of the RFP will be considered for award stage evaluation.

5.4. AWARD questionnaire

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

Award Pass/fail criteria

Questionnaire	Q No.	Question subject
Commercial	AW1.1	Form of Bid
Commercial	AW1.2	Bid validity period
Commercial	AW1.3	Certificate of bona fide Bid
Commercial	AW4.1	Compliance to the Contract Terms
Commercial	AW4.2	Changes to the Contract Terms
Price	AW5.3	Open book policy
Quality	AW6.1	Compliance to the Specification
-	-	Request for Quotation response – received on time within the e-sourcing tool
<p>In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.</p>		

5.4.2 The Award questionnaire shall be marked against the following Award scoring criteria.

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

5.4.4 Questions marked 'for information only' do not contribute to the scoring model.

Award Scoring criteria

Evaluation Justification Statement

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

Questionnaire	Q No.	Question subject	Maximum Marks
Quality Lot 1	AW6.2	Approach and Methodology	45%
Quality Lot 1	AW6.3	Project Plan and Risk Management	30%
Quality Lot 1	AW6.4	Project Team and Capacity to Deliver	25%
Quality Lot 2	AW6.2	Approach and Methodology	45%
Quality Lot 2	AW6.3	Project Plan and Risk Management	30%
Quality Lot 2	AW6.4	Project Team and Capacity to Deliver	25%
Quality Lot 3	AW6.2	Approach and Methodology	45%

Quality Lot 3	AW6.3	Project Plan and Risk Management	30%
Quality Lot 3	AW6.4	Project Team and Capacity to Deliver	25%
Quality Lot 4	AW6.2	Approach and Methodology	45%
Quality Lot 4	AW6.3	Project Plan and Risk Management	30%
Quality Lot 4	AW6.4	Project Team and Capacity to Deliver	25%

Award Evaluation of criteria

Non-Price elements

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

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

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

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

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

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

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

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

determine your final score as follows:

Example

Evaluator 1 scored your bid as 60

Evaluator 2 scored your bid as 40

Evaluator 3 scored your bid as 80

Evaluator 4 scored your bid as 60

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

Price elements will be judged on the following criteria.

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

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

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

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

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

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

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

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

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

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

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

5.5. Evaluation process

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

Stage	Summary of activity
Receipt and Opening	<ul style="list-style-type: none"> • RFP logged upon opening in alignment with UK SBS's procurement procedures. • Any RFP Bid received after the closing date will be rejected unless circumstances attributed to the Contracting Authority or the e-sourcing tool beyond the bidder control are responsible for late submission.
Compliance	<ul style="list-style-type: none"> • Check all Mandatory requirements are acceptable to the

check	<p>Contracting Authority.</p> <ul style="list-style-type: none"> Unacceptable Bids maybe subject to clarification by the Contracting Authority or rejection of the Bid.
Scoring of the Bid	<ul style="list-style-type: none"> Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the Selection criteria.
Clarifications	<ul style="list-style-type: none"> The Evaluation team may require written clarification to Bids
Re - scoring of the Bid and Clarifications	<ul style="list-style-type: none"> Following Clarification responses, the Evaluation team reserve the right to independently re-score the Bid and Clarifications and provide a commentary of their re-scoring justification against the Selection criteria.
Shortlisting of Bidders	<ul style="list-style-type: none"> The Contracting Authority will shortlist the Bidders based on the Responses received and the Evaluation Model detailed in Section 5 of the RFP.
Validation of unsuccessful Bidders	<ul style="list-style-type: none"> To confirm contents of the letters to provide details of scoring and relative feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.

Section 6 – Selection and award questionnaires

Section 6 – Selection questionnaire

6.1 Introduction

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

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

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 6 – Award questionnaire

6.2 The Award questionnaires are located within the e-sourcing tool.

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

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 7 – General information

7.1. Introduction

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

7.1.10 The Contracting Authority reserves the right not to conclude a Contract as a result of the current procurement process. Bidders should review the contents of Section 7 paragraph 7.8.1 when considering submitting their Response.

7.1.11 The services covered by this procurement exercise have been sub-divided into Lots.

Lot	Description	Number of successful suppliers required for this lot
Lot 1	Egypt	1
Lot 2	Indonesia	1
Lot 3	South Africa	1
Lot 4	Turkey	1

7.1.12 The Contracting Authority shall utilise the Crown Commercial Service (CCS – previously Government Procurement Service) Emptoris e-sourcing tool url <https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp> to conduct this procurement. There will be no electronic auction following the conclusion of the evaluation of the Request for Proposal (RFP) responses. Bidders will be specifically advised where attachments are permissible to support a question response within the e-sourcing tool. All enquiries with respect to access to the e-sourcing tool and problems with functionality within the tool may be submitted to Crown Commercial Service, Telephone 0345 010 3503.

7.1.13 Please utilise the messaging system within the e-sourcing tool located at <https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp> within the timescales detailed in [Section 3](#). if you have any doubt as to what is required or will have difficulty in providing the information requested. Bidders should note that any requests for clarifications may not be considered by the Contracting Authority if they are not articulated by the Bidder within the discussion forum within the e-sourcing tool.

7.1.14 Bidders should read this document, RFx attachments, messages and the evaluation questionnaires carefully before completing the Response submission. Failure to comply with any of these instructions for completion and submission of the Submitted Response may result in the rejection of the Response. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the goods/services/goods and services and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.

7.1.15 All material issued in connection with this RFP shall remain the property of the Contracting Authority and/or as applicable relevant OPB and shall be used only for the purpose of this procurement. All Due Diligence Information shall be either returned to the Contracting Authority or securely destroyed by the Bidder (at the Contracting Authority's option) at the conclusion of the procurement

7.1.16 The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and the Conditions of Response.

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

7.2. Bidder conference

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

7.3. Confidentiality

- 7.3.1 Subject to the exceptions referred to in paragraph 7.3.2, the contents of this RFP are being made available by the Contracting Authority on condition that:
- 7.3.1.1 Bidders shall at all times treat the contents of the RFP and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
 - 7.3.1.2 Bidders shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;
 - 7.3.1.3 Bidders shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Response; and
 - 7.3.1.4 Bidders shall not undertake any publicity activity within any section of the media in relation to this procurement
- 7.3.2 Bidders may disclose, distribute or pass any of the Information to the Bidder's advisers, sub-contractors or to another person provided that either:
- 7.3.2.1 This is done for the sole purpose of enabling a Response to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Bidder; or
 - 7.3.2.2 The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract arising from it; or
 - 7.3.2.3 The Bidder is legally required to make such a disclosure
- 7.3.3 In paragraphs 7.3.1 and 7.3.2 above the term 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.
- 7.3.4 UK SBS and the Contracting Authority may disclose detailed information relating to Responses to its employees, agents or advisers and they may make any of the Contract documents available for private inspection by its officers, employees, agents or advisers. UK SBS and the Contracting Authority also reserve the right to disseminate information that is materially relevant to the procurement to all Bidders, even if the information has only been requested by one Bidder, subject to the duty to protect each Bidder's commercial confidentiality in relation to its Response (unless there is a requirement for disclosure as explained in paragraphs 7.4.1 to 7.4.3 below).
- 7.3.5 All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.

For these purposes, the Contracting Authority may disclose within Government any of the Bidders documentation/information (including any that the Bidder considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Bidder to the Contracting Authority during this Procurement. Subject to section 7.4 below, the information will not be disclosed outside Government.

Bidders taking part in this RFP consent to these terms as part of the competition process.

- 7.3.6 From 2nd April 2014 the Government is introducing its new Government Security Classifications (“GSC”) classification scheme to replace the current Government Protective Marking System (“GPMS”). A key aspect of this is the reduction in the number of security classifications used. All Bidders are encouraged to make themselves aware of the changes and identify any potential impacts in their Bid, as the protective marking and applicable protection of any material passed to, or generated by, you during the procurement process or pursuant to any Contract awarded to you as a result of this tender process will be subject to the new GSC from 2nd April 2014. The link below to the Gov.uk website provides information on the new GSC: <https://www.gov.uk/government/publications/government-security-classifications>
- 7.3.7 The Contracting Authority reserves the right to amend any security related term or condition of the draft contract accompanying this RFP to reflect any changes introduced by the GSC. In particular where this RFP is accompanied by any instructions on safeguarding classified information (e.g. a Security Aspects Letter) as a result of any changes stemming from the new GSC, whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies or otherwise. This may relate to the instructions on safeguarding classified information (e.g. a Security Aspects Letter) as they apply to the procurement as they apply to the procurement process and/or any contracts awarded to you as a result of the procurement process.

7.4 Freedom of information

- 7.4.1 In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the ‘FoIA’) and the Environmental Information Regulations 2004 (the ‘EIR’) (each as amended from time to time), UK SBS and the Contracting Authority may be required to disclose information submitted by the Bidder to the to the Contracting Authority.
- 7.4.2 In respect of any information submitted by a Bidder that it considers to be commercially sensitive the Bidder should complete the Freedom of Information declaration question defined in the Question FOI1.2.
- 7.4.3 Where a Bidder identifies information as commercially sensitive, the Contracting Authority will endeavour to maintain confidentiality. Bidders should note, however, that, even where information is identified as commercially sensitive, the Contracting Authority may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, the Contracting Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Contracting Authority cannot guarantee that any information marked ‘confidential’ or “commercially sensitive” will not be disclosed.
- 7.4.4 Where a Bidder receives a request for information under the FoIA or the EIR during the procurement, this should be immediately passed on to the Contracting Authority and the Bidder should not attempt to answer the request without first consulting with the Contracting Authority.

7.4.5 Bidders are reminded that the Government's transparency agenda requires that sourcing documents, including RFP templates such as this, are published on a designated, publicly searchable web site, and, that the same applies to other sourcing documents issued by the Contracting Authority, and any contract entered into by the Contracting Authority with its preferred supplier once the procurement is complete. By submitting a response to this RFP Bidders are agreeing that their participation and contents of their Response may be made public.

7.5. Response Validity

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

7.6. Timescales

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

7.7. the Contracting Authority's Contact Details

7.7.1 Unless stated otherwise in these Instructions or in writing from UK SBS or the Contracting Authority, all communications from Bidders (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement must be directed through the e-sourcing tool to the designated UK SBS contact.

7.7.2 All enquiries with respect to access to the e-sourcing tool may be submitted to Crown Commercial Service, Telephone 0345 010 3503.

7.7.3 Bidders should be mindful that the designated Contact should not under any circumstances be sent a copy of their Response outside of the e-sourcing tool. Failure to follow this requirement will result in disqualification of the Response.

7.8. Preparation of a Response

7.8.1 Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Responses. Bidders are solely responsible for all costs, expenses and other liabilities arising in connection with the preparation and submission of their Response and all other stages of the selection and evaluation process. Under no circumstances will UK SBS or the Contracting Authority, or any of their advisers, be liable for any such costs, expenses or liabilities borne by Bidders or their sub-contractors, suppliers or advisers in this process.

7.8.2 Bidders are required to complete and provide all information required by the Contracting Authority in accordance with the Conditions of Response and the Request for Proposal. Failure to comply with the Conditions and the Request for Proposal may lead the Contracting Authority to reject a Response.

7.8.3 The Contracting Authority relies on Bidders' own analysis and review of information provided. Consequently, Bidders are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Responses and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement.

- 7.8.4 Bidders must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding their Responses, without reliance upon any opinion or other information provided by the Contracting Authority or their advisers and representatives. Bidders should notify the Contracting Authority promptly of any perceived ambiguity, inconsistency or omission in this RFP, any of its associated documents and/or any other information issued to them during the procurement.
- 7.8.5 Bidders must ensure that each response to a question is within any specified word count. Any responses with words in excess of the word count will only be considered up to the point where they meet the word count, any additional words beyond the volume defined in the word count will not be considered by the evaluation panel.
- 7.8.6 Bidders must ensure that each response to a question is not cross referenced to a response to another question. In the event of a Bidder adding a cross reference it will not be considered in evaluation.

7.9. Submission of Responses

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

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

7.10. Canvassing

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

7.11. Disclaimers

- 7.11.1 Whilst the information in this RFP, Due Diligence Information and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.

- 7.11.2 Neither UK SBS, the Contracting Authority, nor any relevant OPB's nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:

7.11.2.1 makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the RFP; or

7.11.2.2 accepts any responsibility for the information contained in the RFP or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

- 7.11.3 Any persons considering making a decision to enter into contractual relationships with the Contracting Authority and/or, as applicable, relevant OPB following receipt of the RFP should make their own investigations and their own independent assessment of the Contracting Authority and/or, as applicable, relevant OPB and its requirements for the goods/services/goods and services and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the RFP or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with Paragraph 7.15 of this RFP.

7.12. Collusive behaviour

- 7.12.1 Any Bidder who:

7.12.1.1 fixes or adjusts the amount of its Response by or in accordance with any agreement or arrangement with any other party; or

7.12.1.2 communicates to any party other than UK SBS, the Contracting Authority or, as applicable, relevant OPB the amount or approximate amount of its proposed Response or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Response or insurance or any necessary security); or

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

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

7.13. No inducement or incentive

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

7.14. Acceptance of the Contract

- 7.14.1 The Bidder in submitting the Response undertakes that in the event of the Response being accepted by the Contracting Authority and the Contracting Authority confirming in writing such acceptance to the Bidder, the Bidder will within 3 days of being called upon to do so by the Contracting Authority execute the Contract in the form set out in the Contract Terms or in such amended form as may subsequently be agreed.
- 7.14.2 The Contracting Authority shall be under no obligation to accept the lowest priced or any Response.

7.15. Queries relating to the Response

- 7.15.1 All requests for clarification about the requirements or the process of this procurement shall be made in through the e-sourcing tool unless where the e-sourcing tool is unavailable due to Emptoris or Crown Commercial Service system maintenance or failure when a clarification by email to the contact defined in [Section 3](#).
- 7.15.2 The Contracting Authority will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time.
- 7.15.3 In the event of a Bidder requiring assistance uploading a clarification to the e-sourcing portal they should use the contact details defined in [Section 3](#).
- 7.15.4 No further requests for clarifications will be accepted after 5 days prior to the date for submission of Responses.
- 7.15.5 In order to ensure equality of treatment of Bidders, the Contracting Authority intends to publish the questions and clarifications raised by Bidders together with the Contracting Authority's responses (but not the source of the questions) to all participants on a regular basis.
- 7.15.6 Bidders should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if the Contracting Authority at its sole discretion does

not either; consider the query to be of a commercially confidential nature or one which all Bidders would potentially benefit from seeing both the query and the Contracting Authority's response, the Contracting Authority will:

7.15.6.1 invite the Bidder submitting the query to either declassify the query and allow the query along with the Contracting Authority's response to be circulated to all Bidders; or

7.15.6.2 request the Bidder, if it still considers the query to be of a commercially confidential nature, to withdraw the query prior to the end of the closing date and time for Bidder clarifications.

7.15.7 The Contracting Authority reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

7.16. Amendments to Response Documents

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

7.17. Modification and withdrawal

7.17.1 Bidders may modify their Response where allowable within the e-sourcing tool. No Response may be modified after the deadline for submission of Responses.

7.17.2 Bidders may withdraw their Response at any time prior the deadline for submission of Responses [or any other time prior to accepting the offer of a Contract]. The notice to withdraw the Response must be in writing and sent to the Contracting Authority by recorded delivery or equivalent service and delivered to UK SBS at UK Shared Business Services Ltd, Procurement Policy Manager, Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1ET

7.18. Right to disqualify or reject

7.18.1 The Contracting Authority reserves the right to reject or disqualify a Bidder where

7.18.1.1 the Bidder fails to comply fully with the requirements of this Request for Proposal or presents the response in a format contrary to the requirements of this document; and/or

7.18.1.2 the Bidder is guilty of serious misrepresentation in relation to its Response; expression of interest; or the Response process; and/or

7.18.1.3 there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder.

7.19. Right to cancel, clarify or vary the process

7.19.1 The Contracting Authority reserves the right to:

7.19.1.1 cancel the evaluation process at any stage; and/or

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

7.20.. Notification of award

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

Appendix 'A' Glossary of Terms

TERM	MEANING
"UK SBS"	means UK Shared Business Services Ltd herein after referred to as UK SBS.
"Bid", "Response", "Submitted Bid ", or "RFP Response"	means the Bidders formal offer in response to this Request for Proposal
"Bidders"	means the organisations being invited to respond to this Request for Proposal
"Central Purchasing Body"	means a duly constituted public sector organisation which procures goods/services for and on behalf of contracting authorities
"Conditions of Bid"	means the terms and conditions set out in this RFP relating to the submission of a Bid
"Contract"	means the agreement to be entered by the Contracting Authority and the Supplier following any award under the procurement
"Contracting Bodies"	means the Contracting Authority and any other contracting authorities described in the OJEU Contract Notice
"Contracting Authority"	A public body regulated under the Public Contracts Regulations on whose behalf the procurement is being run
"Customer"	means the legal entity (or entities) for which any Contract agreed will be made accessible to.
"Due Diligence Information"	means the background and supporting documents and information provided by the Contracting Authority for the purpose of better informing the Bidders responses to this Request for Proposal
"EIR"	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
FoIA	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
"Lot"	means a discrete sub-division of the requirements
"Mandatory"	Means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
"OJEU Contract Notice"	means the advertisement issued in the Official Journal of the European Union
"Order"	means an order for served by any Contracting Body on the Supplier
"Other Public Bodies"	means all Contracting Bodies except the Contracting Authority
"Request for Proposal" or "RFP"	means this Request for Proposal documentation and all related documents published by the Contracting Authority and made available to Bidders and includes the Due Diligence Information. NOTE: This document is often referred to as an Invitation to Tender within other organisations
"Supplier"	means the organisation awarded the Contract
"Standard Goods /Services"	means any goods/services set out at within Section 4 Specification