

# Invitation to Quote



**Invitation to Quote Questions (ITQQ) on behalf of UK Space Agency (UKSA)**

**Subject: ESA Proposal Advice Service (ESA PAS)**

**Sourcing Reference Number: PS25072**

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## Section 1 – About UK Shared Business Services

### Putting the business into shared services

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

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

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

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

UKSBS 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 DSIT / DESNZ, UKSBS' goals are aligned with the public sector and delivering best value for the UK taxpayer.

**UKSBS Ltd** UKSBS currently manages £700m expenditure for its Contracting Authorities. Our Contracting Authorities who have access to our services and Contracts.

## **Privacy Statement**

At UK Shared Business Services (UKSBS) we recognise and understand that your privacy is extremely important, and we want you to know exactly what kind of information we collect about you and how we use it.

This privacy notice link below details what you can expect from UKSBS when we collect your personal information.

- We will keep your data safe and private.
- We will not sell your data to anyone.
- We will only share your data with those you give us permission to share with and only for legitimate service delivery reasons.

<https://www.uksbs.co.uk/use/pages/privacy.aspx>

## **Privacy Notice**

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

### **YOUR DATA**

The Contracting Authority will process the following personal data:

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

#### *Purpose*

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

#### *Legal basis of processing*

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

#### *Recipients*

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

#### *Retention*

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

## **YOUR RIGHTS**

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

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

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

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

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

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

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

## **INTERNATIONAL TRANSFERS**

Your personal data will not be processed outside the European Union

## **COMPLAINTS**

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

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

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

## **CONTACT DETAILS**

The data controller for your personal data is:

UK Space Agency

You can contact the Data Protection Officer at:

UKSA Data Protection Officer, UK Space Agency, Polaris House, North Star Avenue,  
Swindon SN2 1SZ. Email: [GDPR@ukspaceagency.gov.uk](mailto:GDPR@ukspaceagency.gov.uk)

## Section 2 – About the Contracting Authority

### UK Space Agency (UKSA)

Founded in 2010, the UK Space Agency delivers key elements of the Government's National Space Strategy.

We use our expertise to:

- **catalyse investment**, supporting projects that drive investment and generate contracts for the UK space sector
- **deliver space capabilities and missions** that meet public needs and advance our understanding of the Universe
- **champion the power of space** to inspire people and offer greener, smarter solutions for business, and to support a sustainable future

Together, this enables us to harness the power of space to benefit our people and our planet.

Our professional staff include scientists, engineers, commercial experts, project managers and policy officials.

We have a track record of delivery: our programmes have propelled British technology across the Solar System and realised world-first innovations in spacecraft design and satellite applications.

We have a powerful global voice, partnering with institutions across the world, including the European Space Agency.

We support a thriving space sector, which currently generates an income of £16.4 billion each year and employs 45,000 people across the country.

Investment, including private and public, from the UK and overseas, will enable the space sector to deliver important research, develop new technologies and market applications, and keep pace with other nations.

All references to Contracting Party/Authority in the associated tender/contract documentation is defined as 'The Secretary of State for Science, Innovation & Technology, acting through The UK Space Agency at Quad Two Building (1st Floor, Rutherford Avenue, Harwell Science & Innovation Campus, Didcot, OX11 0DF.

[www.gov.uk/government/organisations/uk-space-agency](http://www.gov.uk/government/organisations/uk-space-agency)

## The central digital platform: video guides and user manuals now available

Onboarding for Contracting Authorities to the Find a Tender Service started from 27 January 2025. This is being coordinated across the public sector through implementation leads and sectoral leads.

From 24 February 2025, suppliers will be able to register on the central digital platform - the new enhanced Find a Tender service.

To help prospective suppliers and other stakeholders prepare we have published video guides with accompanying PDF user manuals. These guides will give you an overview of the platform, the registration process, and the information you will be asked to provide so that when the time comes your registration will be straightforward.

You can access the videos through our dedicated TPP GOV.UK supplier page: **[Transforming Public Procurement - information and guidance for suppliers](#)**, where you will also find links to the associated user manuals.

You can also access each of the videos directly using the links below:

For suppliers: How to register your organisation and first administrator on Find a Tender in three easy steps  
**<https://youtu.be/InjCa4swtjA>**

For suppliers: detailed walkthrough - how an administrator completes and updates supplier information  
**<https://youtu.be/i4ZdbMGRqeQ>**

For buyers and suppliers: How to use the central digital platform (enhanced Find a Tender service) a short guide for everyone  
**<https://youtu.be/TSfxoZoV3yl>**

For Contracting Authorities: an overview of the new transparency commitments and illustration of notices on enhanced Find a Tender service  
**<https://youtu.be/AlKmv5Siltc>**

Please note that if you want to bid for public procurement contracts then as from the 24 February there is one place - the new Find a Tender Service - to find all public sector tenders and other notices; and that prospective suppliers must register if they want to bid for any contracts.

Bidder guidance: Where a Bidder is unsure or requires any clarification, they should check with the Central Digital Platform Team via the help options provided.



## Section 3 – Working with the Contracting Authority

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

Section 3 – Contact details		
3.1.	Contracting Authority Name and address	UK Space Agency, Polaris House, North Star Avenue, Swindon SN2 1SZ.
3.2.	Buyer name	Sharon West
3.3.	Buyer contact details	<a href="mailto:Professionalservices@uksbs.co.uk">Professionalservices@uksbs.co.uk</a>
3.4.	Maximum value of the Opportunity	£100,000.00 excluding VAT
3.5.	Process for the submission of clarifications and Bids	<p><b>All correspondence shall be submitted within the Messaging Centre of the eSourcing Portal. Guidance on how to obtain support on using the eSourcing Portal can be found in Section 7.25.</b></p> <p><b>Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid <u>not</u> being excluded, unless formally advised to do so by UKSBS.</b></p>

Section 3 - Timescales		
3.6.	Date of Issue of Invitation to Quote (ITQ)  All bidders must be registered on the Digital Platform to be considered for this procurement opportunity.	Monday 12 <sup>th</sup> May 2025
3.7.	Latest date / time ITQ clarification questions shall be received through the eSourcing Portal	Monday 19 <sup>th</sup> May 2025 @ 14:00hrs
3.8.	Latest date ITQ clarification answers should be sent to all Bidders by the Buyer through the eSourcing Portal	Wednesday 21 <sup>st</sup> May 2025
3.9.	Latest date and time ITQ Bid shall be submitted through the Jaggaer eSourcing Portal ( <b>the Deadline</b> )	Tuesday 27 <sup>th</sup> May 2025 @ 11:00hrs
3.10.	Anticipated notification date of successful and unsuccessful Bids	Week Commencing 9 <sup>th</sup> June 2025
3.11.	Anticipated Contract Award date	Week Commencing 9 <sup>th</sup> June 2025
3.12.	Anticipated Contract Start date	Monday 16 <sup>th</sup> June 2025
3.13.	Anticipated Contract End date including any potential extensions	15 <sup>th</sup> June 2026
3.14.	Anticipated publication on the Digital Platform of the Contract Details Notice	Within 30 days of award
3.15.	Bid Validity Period	90 Days

## Section 4 – Specification

### Project Overview

The UK Space Agency (UK Space Agency) plans to launch a 12-month pilot of the ESA Proposal Advice Service (ESA PAS). This service aims to fill key gaps in the preparation of bids for European Space Agency (ESA) contracts by UK entities, including academia and industry. The successful Supplier (delivering the service on UK Space Agency's behalf) will offer expert review of ESA contract bids, providing guidance on areas for improvements before bids are submitted to ESA. The goal of ESA PAS is to improve the competitiveness of UK entities in ESA programmes, increasing their chances of success and securing long-term industrial returns for the UK. The service will provide non-technical, tailored feedback and recommendations to enhance the quality of bids.

### Background and Objectives

#### European Space Agency (ESA)

The European Space Agency (ESA) is an intergovernmental organisation dedicated to the peaceful exploration and use of space for the benefit of humankind. Established in 1975, ESA aims to pool the resources and expertise of its member states to achieve advancements in space research and technology. As an independent organisation, ESA's activities are bound by its own founding treaty (the Convention) and by the set of rules and regulations emanating from it, and not (directly) by the law of individual Member States (MS), or the law of other international organisation such as the European Union.

ESA consists of 24 Member States, including major European countries such as France, Germany, Italy, and the United Kingdom. Additionally, there are two Associate Members (Latvia and Lithuania) and four European Cooperating States (Cyprus, Bulgaria, Croatia and Malta). Canada also participates in some programs under a Cooperation Agreement.

The United Kingdom is a founding member of ESA and one of its leading funders. ESA is currently the UK's primary delivery route for space objectives, with the UK involved in a wide range of ESA programmes. In an ESA context, the UK currently invests in over 100 programme lines across 7 different domain areas.

#### United Kingdom Space Agency (UKSA)

The UK Space Agency is the national space agency of the United Kingdom, established to oversee the country's space activities. Its primary role is to foster and promote the growth of the UK space sector and ensure its competitiveness on the global stage.

The UK Space Agency was created in 2010 through the merger of the UK's National Space Centre and British National Space Centre (BNSC). Its mission is to support the UK's space sector, which includes satellite technology, space exploration, and scientific research.

The UK is represented within the European Space Agency (ESA) by the UK Space Agency. This partnership ensures the UK remains at the forefront of space innovation, including satellite technologies, space research, and data utilization, while also strengthening its role in global space governance. The collaboration with ESA enables the

UK to access valuable resources, funding, and expertise in the pursuit of shared space objectives.

### **ESA Proposal Advice Service (ESA PAS)**

UK Space Agency has identified a need for support to help UK entities improve their ESA bid submissions. Many entities face challenges such as incomplete proposals, poor quality, lack of strategic alignment, or failure to meet ESA's requirements, which result in lower success rates. The ESA PAS will address this by providing tailored advice and feedback to help improve bids before they are submitted to ESA.

The overall goal of ESA PAS is to increase the success rate of UK-based bids for ESA contracts. The service will review bids, checking them against a list of common mistakes, and provide actionable feedback to help ensure they meet ESA's standards. It is not to provide technical advice on the engineering solution outlined in the bid.

As a pilot project, the ESA PAS does not have a fixed volume of users, and the successful Supplier must be able to clearly outline their maximum capacity for reviewing bids per week, as well as the cost to review a single bid, in their submission.

To initiate the process, entities interested in using the ESA PAS must complete an initial triage form, which will be reviewed during a weekly Triage Meeting between the successful Supplier and UK Space Agency personnel. During the meeting, several key criteria will be assessed to determine eligibility: the entity's registration status on ESA STAR (ESA's procurement platform), whether the entity has previously submitted an unsuccessful bid to ESA and their score in the five evaluation criteria, if a Letter of Support is required and whether this has been secured from the relevant programme team within the National Delegation, and whether the bid value is above €250,000.

Assuming the entity meets the necessary entry criteria, their application will undergo a secondary screening process. This will assess the timeframe of the bid, particularly its submission deadline; alignment with the UK's strategic space interests; the level of support required; and the availability of the ESA PAS Supplier to review and provide feedback on the bid.

Once accepted into the ESA PAS, entities will be responsible for submitting their ESA bid documents directly to the successful Supplier for review. These documents will include standard ESA documentation, which typically includes a maximum 75-page bid submission. The successful Supplier will be expected to provide feedback across the five key ESA evaluation criteria, highlighting common mistakes or areas for improvement. The feedback will focus on the proposal's alignment with ESA requirements, rather than providing technical advice on the engineering solution proposed.

The five ESA evaluation criteria are as follows:

1. Background and Expertise
2. Understanding of Requirements and Objectives
3. Quality and Suitability of Proposed Programme of Work
4. Adequacy of Management, Costing, and Planning
5. Compliance with Administrative Tender Conditions.

The successful Supplier must be able to provide clear, actionable feedback on these areas to improve the likelihood of the entity's success in ESA's procurement process.

## Service Objectives

As the successful Supplier delivering this service, your role will be to enhance the competitiveness of UK entities in ESA programmes by providing targeted support in bid quality improvement, debriefing insights, training, and performance evaluation.

Your work will directly contribute to strengthening the UK's engagement with ESA, improving bid success rates, and positioning UK entities as strong contenders in ESA-funded projects.

The full expected deliverables are set out below:

## Summary of Deliverables

#	Title	Requirement	Deliverables	Payment
1	Enhancing Bid Quality	Your primary objective is to help UK entities submit higher-quality bids to ESA programmes. You will review proposals, offering constructive feedback to improve their competitiveness while ensuring they meet ESA's requirements. Your support will help bidders avoid common mistakes, though the technical solution within bids remains outside the scope of this service. Proposals to be assessed will be triaged between the Agency and the Supplier at the weekly triage meetings.	Bid reviewed and feedback provided to ESA PAS applicant in accordance with the SLA timescales. Copy of feedback also issued to UKSA Project Manager.	Price per review completed based on agreed pricing. Paid monthly for completed reviews, after submission of Monthly Report and as agreed during weekly triage meetings.
2	Supporting Debriefing for Unsuccessful Bidders	Where requested and with bidder authorisation, you will attend ESA debriefing sessions to extract key lessons learned. You will analyse trends and common issues in UK submissions, providing actionable feedback to bidders and helping refine the ESA PAS service to improve future bid success rates. We expect this to be a maximum of 2 to 3 debriefs lasting an hour each a month	Summary of findings to be included within monthly reporting for debriefs undertaken. Common issues document updated as necessary.	Included within monthly management fee
3	Facilitating Bid-Related Training	You will support the UK Space Agency's ESA Policy & Operations Team in delivering bid-related training and other initiatives. This will help UK entities improve their understanding of ESA processes, increase their participation in ESA programmes, and foster collaborations with other ESA Member State entities.	Attendance at and delivery of training. Evidence will be provided by the UK Space Agency's ESA Policy & Operations Team who will confirm attendance and provide attendees at the training with	Included within monthly management fee

		<p>It is expected this will involve some domestic travel within the UK and overnight stays in a hotel. Travel and subsistence should be factored into the monthly management fee as a separate T&amp;S budget line.</p> <p>Currently it expected during the contract period, the successful Supplier will deliver – alongside UK Space Agency's ESA Policy &amp; Operations Team – a minimum of 3 bid-related training events. These events will be all day events and see the successful Supplier provide training to roughly 110 participants per event in different locations throughout the UK.</p>	a feedback form to monitor performance.	
4	Monitoring and Evaluation	<p>You will contribute to the assessment of the ESA PAS service by providing data and insights on its effectiveness. Your monitoring efforts will help measure impact, identify areas for improvement, and support evidence-based decision-making to enhance future UK participation in ESA opportunities. We expect this to consist of three, one-hour meetings, throughout the contract period.</p>	Meeting notes and output from Monitoring & Evaluation discussion.	Included within monthly management fee

### Bidder Requirements

To successfully deliver the ESA PAS, the Bidder must demonstrate the following knowledge and capabilities, which will be assessed during this procurement and expected to be evidenced throughout delivery:

#### 1. Knowledge and Ability to Deliver the Service

The Bidder must outline how their knowledge and expertise will be applied to effectively deliver the ESA PAS, particularly in relation to ESA procurement processes. This includes:

- Knowledge and expertise of bidding for ESA contracts via ESA-STAR.
- A track record of successful ESA bid submissions or managing winning bid teams.
- Familiarity with ESA bid management processes and associated forms (e.g., PSS forms) at a non-technical level.
- Understanding how ESA's requirements vary depending on the bidding entity type (e.g., academic institutions, SMEs, mid-caps, or large system integrators).
- Awareness of common pitfalls in ESA contracts and how to avoid them.

## 2. Training and Knowledge Sharing Capability

The Bidder must demonstrate their ability to deliver engaging and informative training that supports UKSA's ESA-related initiatives. Specifically:

- Expertise in developing accessible training materials (e.g., PowerPoint decks, how-to guides) on ESA bid processes.
- A track record of delivering training or awareness sessions to varied stakeholder groups, including start-ups, academia, and large corporates.
- Familiarity with the objectives and structure of UKSA's ESA 101 and Bid Writing Workshops.
- A plan for incorporating lessons learned and frequent mistakes from the bid review service into training material in real-time.

## 3. Impartiality, Conflict of Interest & Conditions of Participation

The Bidder must:

- Not be actively bidding or subcontracted on any ESA projects during the delivery period. Bidders are advised that upon submission of their bid, the UK Space Agency shall check with the ESA whether the Bidder is registered under ESA-STAR and on contract to deliver. In the event that a Bidder is registered under the ESA-STAR and on contract, this will result in your automatic exclusion from this procurement opportunity.
- Not submit a new application, represent ESA-registered entities or advise organisations that may apply to ESA within the timeframe of this contract. Bidders are advised that this shall be monitored throughout the duration of the contract and, in the event that the successful Supplier has bid directly or indirectly for any ESA contracts, will result in termination of the Contract.
- Disclose any perceived conflicts of interest.

In addition to the above, the Bidder must also agree to and show how they will comply with the following working practices throughout the contract.

## 4. Location

The service will be delivered primarily on a remote basis and cannot be undertaken outside of the UK (either Office / Base Location or remotely). The successful Supplier must be prepared to attend in-person meetings or training events at UKSA offices in London or Harwell however, training delivery locations may vary and could be anywhere within the UK where appropriate and agreed in advance.

## 5. Engagement and Communication

The Supplier is expected to maintain consistent and proactive engagement with the UKSA team. This includes:

- **Weekly Online triage meetings** to review pipeline bids, allocate resource, and agree next steps.
- **Monthly reporting**, summarising activities, feedback trends, and service performance.
- **Ongoing communication** to ensure timely coordination, responsiveness to emerging needs, and alignment with UKSA's ESA engagement strategy.

## 6. Security

The successful Supplier must ensure that any individuals undertaking work on this contract have the appropriate rights to work in the UK.

Following Award notification, the successful Supplier will be required to provide evidence that all individuals undertaking work on this contract have the appropriate rights to work in the UK. Evidence will be in the form of a Passport, Driving Licence or Right to Work visa. Once all individuals have been validated, the Contracting Authority will authorise the issuing of the Contract for signature.

Bidders are advised that throughout the duration of the contract, the Contracting Authority may request an increase in the levels of Security vetting, such as BPSS or SC. Bidders must confirm that they would be willing to undertake additional Security vetting, if required, within their bid submission.

Under the Export Control Act 2002 and associated regulations (for example, the Export Control Order 2008), "exports" include not just physical goods but also technology and information (including hardware and software), especially when it relates to:

- Military or dual-use items (used for both civilian and military purposes)
- Sensitive technologies, like those involving cryptography, aerospace, or nuclear materials

Sending this information to another country - including by email, cloud storage, or even verbal communication - is treated as an export. If the information relates to controlled items, sending it abroad without a license is illegal, because:

- It may compromise national security
- It may breach international agreements (e.g., the Wassenaar Arrangement)
- It may lead to proliferation of weapons or capabilities to hostile states or terrorist group

As this contract involves reviewing bids related to space-based technologies and capabilities - many of which include dual-use items accessing this information from outside the UK is prohibited, as an export license has not been obtained.

Similarly, given the potential sensitivities surrounding the space-based technologies and capabilities that may be reviewed as part of this contract, it is only suitable for UK nationals or individuals who have a Right to Work in the UK and can obtain security clearance, if required, to work on this Contract. The reasons for this are:

- To prevent the unauthorised disclosure of dual-use capabilities to foreign governments or organisations
- To maintain control over access to sensitive or classified data
- To ensure legal compliance - UK Government contracts may impose nationality restrictions as a condition of licensing or contracting to prevent capabilities from being compromised

This requirement ensures that foreign adversaries do not gain access to material that could compromise UK national security interests.

### Key Deliverables and Milestones

The ESA PAS project will be delivered according to a set of defined milestones. These milestones are intended to ensure the project progresses smoothly and achieves its objectives efficiently. The key milestones are outlined below:

#### **Bid feedback:**

The Supplier will review each provided bid against the key criteria below, identifying any areas for improvement based on expertise, aiming to provide each applicant with the greatest chance of success. In accordance with the SLA times identified below, Suppliers will provide documented bid feedback to agreed ESA PAS applicants. A copy of the feedback will be also issued to UK Space Agency.

#### **Supplier Debriefs:**

The Supplier shall plan to attend a maximum of 2 to 3 debriefs unsuccessful applicants debriefs with ESA per month (from month 2 of the Contract). These will be held virtually, and the Supplier shall document key findings from the debrief and provide a summary of the feedback, implementing any updates to the common issues document as needed. A copy of each report shall be provided 5 days after the debrief to the Agency (or could wrap into the monthly sessions) for review.

#### **Kick-Off Meeting**

The project will begin with a formal Kick-Off Meeting between the UK Space Agency's ESA Policy & Operations Team and the Supplier. This meeting will set out the expectations, establish timelines, and confirm the operational framework for the project.

#### **Weekly Triage Meetings**

The Supplier will be required to attend weekly virtual triage meetings with the UK Space Agency's ESA Policy & Operations Team. These meetings will review the progress of entities using the ESA PAS service and determine which new entities will be supported – which will be determined by set criteria already established by the ESA Policy & Operations Team and will be communicated to the successful supplier. The Supplier will also be expected to provide updates on the status of ongoing bid reviews and advise on any emerging issues or trends.

#### **Monthly Progress Reports**

On a monthly basis, the Supplier will submit a Progress Report in electronic format to the UK Space Agency's ESA Policy & Operations Team. The report should detail the following:

- The number of entities that have utilised the ESA PAS service during the month.
- An overview of the bid feedback and advice provided to entities.
- Any training initiatives or other bid-related activities conducted.
- Patterns or trends observed during the bid review process.
- Any recommendations for improving the service based on feedback from entities.
- How the Key Performance Indicators have been met, including delivery of feedback reports and meeting attendance.
- Any rationale for missed deadlines or risks to future delivery.

#### **Mid-Term Review**



At the six-month mark, a Mid-Term Review will be conducted to assess the Supplier's performance. This review will consider whether the service is progressing as planned, identify any problems or challenges, and determine whether the contract should continue for another six months.

### **Final Review**

At the end of the contract term, a Final Review will be conducted. The purpose of this review is to summarise the achievements of the project, assess the overall success of the ESA PAS service, and provide recommendations for the future development of the service. This review will include a comprehensive report outlining the work performed, the results achieved, and any improvements that could be made for subsequent iterations of the service. The successful Supplier will be expected to contribute to this review and provide associated data as per the Monitoring & Evaluation section of the service deliverables.

### **Monitoring & Evaluation**

You will also be expected to contribute to the assessment of the ESA PAS service by providing data and insights on its effectiveness, areas of improvement and other information as required. To facilitate this, you will take part in three, one-hour meetings, throughout the contract period where you will be expected to provide information to support evidence-based decision-making to enhance future UK participation in ESA opportunities and improve the service.

### **Key Performance Indicators**

The following Key Performance Indicators (KPIs) will be used to evaluate the Supplier's performance throughout the contract:

- 100% attendance at weekly triage meetings.
- 90% of bid feedback delivered within the agreed Service Level Agreement (SLA).
- Detailed tracking of common mistakes observed in bids, with suggestions for addressing these issues.
- Achieving a Net Promoter Score (NPS) of 8 or above from entities using the ESA PAS service. This will be achieved by a feedback form administered by UK Space Agency, which will be sent independently to users of the ESA PAS service. Everyone using the ESA PAS will be expected to complete the form after feedback has been provided to them. The question set that will inform the NPS will be related to how they would rate the performance of the successful supplier, including quality and usability of feedback, and whether they would recommend ESA PAS to another person or organisation.

### **Service Level Agreement (SLA)**

The table below provides the overall service delivery schedule.

The Supplier must adhere to the following Service Level Agreement (SLA), which specifies the maximum timelines for each stage of the bid review process. This ensures that timely and efficient feedback is provided to entities using the ESA PAS service. The Supplier is required to review bids and provide feedback at least 4 days before an entity's bid submission deadline to ESA. The UK Space Agency will provide documentation to facilitate this process at Day-14 via the Triage Board. Those entities accepted into ESA

PAS will then supply the successful bidder with documents directly by Day -7. The successful bidder will then be expected to provide feedback by Day-4.

Please note that these dates are based on calendar days, not working days, and are derived from the average procurement timeline provided by ESA. These timelines represent the minimum required and are non-negotiable, as ESA does not offer flexibility in their procurement scheduling.

Milestone	Description
Day 0	ESA ITT Closure Date
Day -1	Submission of bid to ESA
Day -3	Incorporation of feedback from ESA PAS
Day -4	Latest point for entity to receive ESA PAS feedback
Day -7	Latest point for entity to submit bid paperwork to ESA PAS
Day -14	Latest point for Triage Board decision on entity participation
Day -21	Latest point for entity to apply for ESA PAS support
Day -60	ESA ITT Opens

### Payment Conditions

The Supplier must deliver the full range of services - including bid reviews, training delivery, meeting attendance, and reporting - within a total maximum budget of £120,000.00 (inclusive of VAT).

The management fee will be paid monthly in arrears via BACS. Payments for bids will be consolidated and paid as a total monthly amount, upon receipt valid itemised invoice and Purchase Order.

### Terms and Conditions

Bidders are to note that any requested modifications to the Contracting Authority Terms and Conditions on the grounds of statutory and legal matters only, shall be raised as a formal clarification during the permitted clarification period.

### Reserved rights by the Contracting Authority under this procurement

Bidders are to note that the Contracting Authority Reserves the following matters as part of any award of Contract, at its sole discretion modify the contract in the following way during any such term or such extension, that has been duly and transparently provisioned and advertised. Nothing in these reserved rights remove any discretion available and afforded to the Contracting Authority under the Regulations associated with this procurement opportunity.

## Section 5 – Evaluation of Bids

The Contracting Authority will consult the Debarment list for any bidder that submits a bid as part of this procurement. The Contracting Authority reserve the right to not enter into any Contract with any Bidder that has an organisation in its bid submission, that is on the Government Debarment list. Please ensure that your organisation and any other organisation you are bidding with are not on the Debarment list before submitting a bid for this procurement opportunity, by completing the information required on the CDP.

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

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

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

To maintain a high degree of rigour in the evaluation of your bid, a process of commercial moderation will be undertaken to ensure consistency by all evaluators.

Bidders are to note: The Contracting Authority reserve the right to assess any bidders suitability at the award stage and will use information from the Governments Central Digital Platform, to complement and assist in this area of evaluation. If any bidder considered for award after the evaluation stage fails the ability to satisfy the Contracting Authorities needs in regard to suitability, then the Contracting Authority shall move to the next highest scoring bidder until such time as an award decision can be reached.

After evaluation and if required moderation scores will be finalised by performing a calculation to identify (at question level) the mean average of all evaluators (Example – a question is scored by three evaluators and judged as scoring 5, 5 and 6. These scores will be added together and divided by the number of evaluators to produce the final score of 5.33 ( $5+5+6=16 \div 3 = 5.33$ ))

Do not exceed the page limits specified within each of the Non-Commercial criteria, any additional content provided beyond the specified page limit will not be considered or scored during the evaluation process. Where bidders include a cover page and/or annex, this will be taken into consideration within the page limit and therefore this is discouraged.

Where a Non-Commercial criterion requires an additional attachment such as an organogram or risk register bidders are to note the eSourcing Portal only permits 1 document upload per question therefore bidders must attach their response as a Zip folder.

Pass / Fail criteria		
Evaluation Envelope	Q No.	Question subject
Qualification	SEL1.0(a)	Digital Platform
Qualification	SEL 1.0 (b)	Unique identifier number
Qualification	1.0(c) & 1.0(c)(a)	PRU Debarment list your organisation
Qualification	SEL.1.0(d)	Bidding Status

Qualification	SEL1.1 1.0(f)(a) & 1.0(f)(b)	List of all intended Subcontractors
Qualification	SEL1.1 1.0(g)(a) & 1.0(g)(b)	Subcontractors on Debarment List
Qualification	SEL1.2	Employment breaches / Equality
Qualification	SEL1.3	Compliance to Section 54 of the Modern Slavery Act
Qualification	SEL1.3.1	Supporting Documentation for MSA
Qualification	SEL1.4	Organisation classification
Qualification	SEL1.5	Organisation size
Qualification	SEL1.10	Information Security
Qualification	SEL2.12	General Data Protection Regulations (GDPR) Act and Data Protection Act 2018
Qualification	FOI1.1	Freedom of Information / EIR
Qualification	AW1.1	Form of Bid
Qualification	AW1.3	Certificate of Bona Fide Bid
Qualification	AW3.1	Validation check
Qualification	AW3.2	Conflict of Interest Declaration
Qualification	AW3.2.1	Conflict of Interest Declaration Supporting Information
Qualification	AW4.1	Compliance to the Contract Terms
Qualification	AW4.2	Changes to the Contract Terms
Qualification	AW4.3	PPN 007 – Contracts with suppliers from Russia or Belarus
Qualification	AW6.1	Compliance to the Specification
Qualification	PROJ1.4	Independence and Impartiality
Qualification	PROJ1.5	Security and Right to Work
Qualification	PROJ1.6	Additional Security Clearances
Qualification	AW6.3	Insurance
Commercial	AW5.2	Commercial Questionnaire (spreadsheet)
Commercial	AW5.3	Firm and Fixed Price
-	-	Invitation to Quote response received on time within the eSourcing Portal
In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to exclude the Bidder and not consider evaluation of any of the Award stage scoring methodology or Mandatory pass / fail criteria.		

## Scoring criteria

### Evaluation Justification Statement

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

	Q No.	Question subject	Maximum Marks
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Evaluation Envelope			Overall	Breakdown
Commercial	AW5.1	Price	15.00%	15.00%
Technical	PROJ1.1	Team Composition, Knowledge and Ability to Deliver	85.00%	40.00%
Technical	PROJ1.2	Approach and Methodology		30.00%
Technical	PROJ1.3	Training Delivery		15.00%

## Evaluation of criteria

### Non-Commercial Elements

Following the deadline for receipt of bids, and prior to Evaluations commencing, Bidders are advised that the UK Space Agency shall check with the ESA whether the bidder is registered under ESA-STAR and on contract to deliver. In the event that a Bidder is registered under the ESA-STAR and on contract, this will result in your automatic exclusion from this procurement opportunity.

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 question requirements with deficiencies apparent. Some useful evidence provided but response falls well short of expectations. Low probability of being a capable supplier.
60	Response is acceptable but remains basic and could have been expanded upon. Response is sufficient but does not inspire.
80	Good response which describes their capabilities in detail which provides high levels of assurance consistent with a quality provider. The response includes a full description of techniques and measurements currently employed.
100	Response is exceptional and clearly demonstrates they are capable of meeting the requirement. No significant weaknesses noted. The response is compelling in its description of techniques and measurements currently employed, providing full assurance consistent with a quality provider.

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

**Example**

Evaluator 1 scored your bid as 60

Evaluator 2 scored your bid as 60

Evaluator 3 scored your bid as 40

Evaluator 4 scored your bid as 40

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

Once the above evaluation process has been undertaken and the scores are apportioned by evaluator(s) this will then be subject to an independent commercial review and moderation meeting, if required by the commercial lead, any and all changes will be formally recorded relative to the regulatory obligations associated with this procurement, so as to ensure that the procurement has been undertaken in a robust and transparent way.

**Commercial Elements** will be evaluated on the following criteria.

Price will be evaluated using proportionate pricing (lowest bid / bid \* mark). A bidder's score will be based on the lowest total score received divided by their total cost and then multiplied by the marks available.

For example, if the total basket price for three bid responses is received and Bidder A has quoted £50,000 as their total price, Bidder B has quoted £80,000 and Bidder C has quoted £100,000 then the calculation will be as follows:

(Maximum marks available in this example being 12.5)

Bidder A Score =  $50000/50000 \times 12.5 = 12.5$

Bidder B Score =  $50000/80000 \times 12.5 = 7.81$

Bidder C Score =  $50000/100000 \times 12.5 = 6.25$

This evaluation criteria will therefore not be subject to any averaging, as this is a mathematical scoring criterion, but will still be subject to a commercial review.

The lowest score possible is 0.

The scores achieved for the Non-Commercial and Commercial Criteria will be combined to give a bidders total score and ranking.

### Award criteria in the event of a tied place for an award decision

If as a result of the application of the aforementioned scored criteria applicable to Commercial and Non Commercial has been undertaken and suitable due diligence has occurred to ratify this position, this then results in a tied place re more than one bidder has attained a score that is equal to another bidder under this procurement procedures due process, then the Contracting Authority shall make an award decision on the basis of the bidder who provided a bid that attained the highest score under Commercial criteria.

For example:

Bidder A scores 12.50 for Commercial and 45.00 for Non-Commercial

Bidder B scores 15.10 for Commercial and 42.40 for Non-Commercial

The result is a tied place at score of 57.50

The Contracting Authority stated in its procurement documents that the bidder who scored the highest on under Non-Commercial criteria in a tied place, shall be awarded the contract therefore Bidder A wins the award.

This evaluation criteria will therefore not be subject to any averaging.

## Evaluation process

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"> <li>ITQ logged upon opening in alignment with UKSBS's procurement procedures.</li> <li>Any ITQ Bid received after the closing date will be excluded unless circumstances attributed to UKSBS, the Contracting Authority or the eSourcing Portal beyond the bidders control are responsible for late submission.</li> </ul>
Compliance check	<ul style="list-style-type: none"> <li>Check debarment question and debarment list for all Bidders and parties relied upon e.g. subcontractors</li> <li>Check all Mandatory requirements are acceptable to the Contracting Authority.</li> <li>Unacceptable Bids maybe subject to clarification by the Contracting Authority or exclusion of the Bid.</li> </ul>
Conflicts of Interests	<ul style="list-style-type: none"> <li>The Evaluation team members will have Col re visited by UKSBS prior to being given access to the bids received in the eSourcing Portal.</li> </ul>
Scoring of the Bid	<ul style="list-style-type: none"> <li>Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the criteria.</li> </ul>
Clarifications	<ul style="list-style-type: none"> <li>The Evaluation team may require written clarification to Bids.</li> </ul>
Re - scoring of the Bid and Clarifications	<ul style="list-style-type: none"> <li>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 Evaluation criteria.</li> </ul>
Moderation meeting (if required to reach an award decision)	<ul style="list-style-type: none"> <li>To review the outcomes of the Commercial review</li> <li>To confirm contents of the feedback letters to provide details of scoring and relative and proportionate feedback on the Bidders response</li> </ul>
Due diligence of the Bid	<ul style="list-style-type: none"> <li>the Contracting Authority may *request the following requirements at the award decision stage of the Procurement: <ul style="list-style-type: none"> <li>Submission of insurance documents from the Bidder</li> <li>Request for evidence of documents / accreditations referenced in the / Invitation to Quote response / Bid and / or Clarifications from the Bidder</li> <li>Financial Credit check for the Bidder (*usually carried out by UKSBS, not usually requested from the bidder)</li> </ul> </li> </ul>
Validation of unsuccessful Bidders	<ul style="list-style-type: none"> <li>To confirm contents of the letters to provide details of scoring and meaningful feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.</li> </ul>

## **Section 6 – Evaluation Response Questionnaire**

Bidders should note that the evaluation response questionnaire is located within the **eSourcing Portal**.

Guidance on how to register and use the eSourcing Portal is available at

<https://beisgroup.ukp.app.jaggaer.com/>

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



## Section 7 – General Information

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

#### DO:

- 7.1 Do comply with Procurement document instructions. Any Failure to do so may lead to your bid being deemed as non-compliant and or being excluded. .
- 7.2 Do provide the Bid on time, and in the required format. Remember that the date / time given for a response is the last date that it can be accepted; we are legally bound to exclude late submissions. Responses received after the date indicated in the Section 3 of the ITQ shall be excluded by the Contracting Authority, unless the Bidder can justify that the reason for the delay is solely attributable to the Contracting Authority
- 7.3 Do ensure you have read all the training materials to utilise the eSourcing Portal prior to responding to this Bid. If you send your Bid by email or post it will be excluded.
- 7.4 Do use Microsoft Word, PowerPoint Excel 97-03 or compatible formats, or PDF unless agreed in writing by the Buyer. If you use another file format without our written permission, we may exclude your Bid.
- 7.5 Do ensure you utilise the eSourcing messaging system to raise any clarifications to our ITQ. You should note that we will release the answer to the question to all Bidders and where we suspect the question contains confidential information, we may modify the content of the question to protect the anonymity of the Bidder or their proposed solution. Ensure that you raise all clarifications before the closing date and time for receipt of clarifications, as we will be unable to respond after this time date and time.
- 7.6 Do answer the question in full, it is not enough simply to cross-reference to a 'policy', web page or another part of your Bid, the evaluation team have limited time to assess bids and if they can't find the answer, they can't score it.
- 7.7 Do consider who the Contracting Authority is and what they want – a generic answer does not necessarily meet every Contracting Authority's needs. Do ensure that you allow a sufficiency of time to register on the Digital Platform and Contracting Authorities eSourcing Portal and allow a sufficiency of time to answer all the questions, don't leave this till the last moment and miss the date and time to submit, as the Contracting Authority wishes to generate as much competition that benefits the public purse.
- 7.8 Do reference your documents correctly, specifically where supporting documentation is requested e.g. referencing the question(s) they apply to.
- 7.9 Do provide clear, concise and ideally generic contact details; telephone numbers, e-mails.
- 7.10 Do complete all questions in full, in the evaluation response questionnaire or we may exclude your Bid.
- 7.11 Do ensure that the Response and any documents accompanying it are in the English Language, the Contracting Authority reserve the right to exclude any full or part responses that are not in English.

- 7.12 Do check and recheck your Bid before uploading this to the eSourcing Portal and ensure that your bid has been uploaded complete and correctly including your completion of the information required on the Digital Platform.
- 7.13 Do ensure that you advise in your bid submission if you are either i) under investigation in regard to Debarment ii) appealing a decision of Debarment.
- 7.14 Do ensure that you allow a sufficiency of time to answer all the questions, don't leave this till the last moment and miss the date and time to submit, as the Contracting Authority wishes to generate as much competition that benefits the public purse

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

### DO NOT

- 7.13 Do not cut and paste from a previous document and forget to change the previous details such as the previous buyer's name.
- 7.14 Do not attach 'glossy' brochures that have not been requested, they will not be read unless we have asked for them. Only send what has been requested and only send supplementary information if we have offered the opportunity so to do.
- 7.15 Do not share the Procurement documents, they are confidential and should not be shared with anyone without the Buyers written permission especially if a non-disclosure contract condition is incorporated and imposed within the procedure.
- 7.16 Do not seek to influence the procurement process by requesting meetings or contacting UKSBS or the Contracting Authority to discuss your Bid. If your Bid requires clarification the Buyer will contact you. All information secured outside of formal Buyer communications shall have no Legal standing or worth and should not be relied upon.
- 7.17 Do not contact any UKSBS staff or the Contracting Authority staff without the Buyers written permission or we may exclude your Bid.
- 7.18 Do not collude to fix or adjust the price or withdraw your Bid with another Party as we will exclude your Bid.
- 7.19 Do not offer UKSBS or the Contracting Authority staff any inducement or we will exclude your Bid.
- 7.20 Do not seek changes to the Bid after responses have been submitted and the deadline for Bids to be submitted has passed. unless requested to do so under a formal clarification by the Contracting Authority via the eSourcing Portal.
- 7.21 Do not cross reference answers to external websites or other parts of your Bid, the cross references and website links will not be considered.
- 7.22 Do not exceed page and or word limits, the additional pages and or text will not be considered.
- 7.23 Do not make your Bid conditional on acceptance of your own Terms of Contract, as your Bid will be excluded.
- 7.24 Do not unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority send your response by any way other than via the eSourcing Portal. Responses received by any other method than requested will be excluded.
- 7.25 Do ensure that your organisation or any other party that you are intending to submit a joint or sub contractual basis / bid submission with, is not on the Government Debarment list that will not be acceptable to the Contracting Authority.

- 7.26 Do not bid on the basis of not providing all the information that has been requested by the Contracting Authority by the closing date and time. If you are unsure or require clarity, please use the formal clarification option available to all bidders via the eSourcing Portal.

### Some additional bidder guidance

All enquiries with respect to access to the eSourcing Portal and problems with functionality within the portal must be submitted to eSourcing Helpdesk

**Phone** 08000 698 632

**Email** [customersupport@jaggaer.com](mailto:customersupport@jaggaer.com)

Please note; the eSourcing Portal is a free self-registration portal. Bidders can complete the online registration at the following link:

<https://beisgroup.ukp.app.jaggaer.com/>

All enquiries with respect to access to the Digital Platform portal and problems with functionality within the portal must be submitted to Digital Platform Team / Helpdesk.

Please note; the Digital Platform is a free self-registration portal. Bidders can complete the online registration at the following link: <https://www.find-tender.service.gov.uk/>

- 8.1 Bidders will be specifically advised where attachments are permissible to support a question response within the eSourcing Portal. Where they are not permissible any attachments submitted will not be considered as part of the evaluation process.
- 8.2 Question numbering is not always sequential and all questions which require submission are included in the procurement documents in excess of the CDP.
- 8.3 Any Contract offered may not guarantee any volume of work or any exclusivity of supply.
- 8.4 We do not guarantee to award any Contract as a result of this procurement
- 8.5 All documents issued or received in relation to this procurement shall be the property of the Contracting Authority / UKSBS.
- 8.6 We can amend any part of the procurement documents at any time prior to the latest date / time Bids shall be submitted through the eSourcing Portal.
- 8.7 If you are a SPV, Consortium, Partnership you must provide details of the organisational structure and complete details, as required within the CDP.
- 8.8 Bidders will be expected to comply with the Freedom of Information Act 2000, or your Bid will be excluded.
- 8.9 By submitting a response to this ITQ Bidders are agreeing that their Bid and any Contract may be made public via an FOI request suitably redacted by the Contracting Authority.
- 8.10 Your bid will be valid for 90 days or your Bid will be excluded.

- 8.11 Bidders may only amend the contract terms during the clarification period only, only if you can demonstrate there is a legal or statutory reason why you cannot accept them. If you request changes to the Contract terms without such grounds and the Contracting Authority fail to accept your legal or statutory reason is reasonably justified, we may exclude your Bid.
- 8.12 We will let you know the outcome of your Bid evaluation and where requested will provide a written debrief of the relative strengths and weaknesses of your Bid.
- 8.13 If you fail mandatory pass / fail criteria this may result in the exclusion of your bid dependent upon the specific question and or circumstances.
- 8.14 Bidders are required to use IE8, IE9, Chrome or Firefox in order to access the functionality of the eSourcing Portal.
- 8.15 Bidders should note that if they are successful with their proposal the Contracting Authority reserves the right to ask additional compliancy checks prior to the award of any Contract. In the event of a Bidder failing to meet one of the compliancy checks e.g. a Financial check on the winning bidder(s) bid(s), the Contracting Authority may decline to proceed with the award of the Contract to the successful Bidder and award it to the next highest scoring bidder.
- 8.16 All timescales are set using a 24-hour clock and are based on British Summer Time or Greenwich Mean Time, depending on which applies at the point when Date and Time Bids shall be submitted through the eSourcing Portal.
- 8.17 All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement including ensuring value for money and related aspects of good procurement practice.

For these purposes, the Contracting Authority may disclose within Government any of the Bidders documentation/information (including any that the Bidder considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Bidder to the Contracting Authority during this Procurement. The information will not be disclosed outside Government. Bidders taking part in this ITQ consent to these terms as part of the competition process.

- 8.18 The Government revised its Government Security Classifications (GSC) classification scheme on the 5<sup>th</sup> of August 2024 to replace the previous Government Protective Marking System (GPMS). A key aspect of this is the reduction in the number of security classifications used. All Bidders are encouraged to make themselves aware of the changes and identify any potential impacts in their Bid, as the protective marking and applicable protection of any material passed to, or generated by, you during the procurement process or pursuant to any Contract awarded to you as a result of this tender process will be subject to the new GSC. The link below to the Gov.uk website provides information on the new GSC:

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

The Contracting Authority reserves the right to amend any security related term or condition of the draft contract accompanying this ITQ to reflect any changes introduced by the GSC. In particular where this ITQ is accompanied by any

instructions on safeguarding classified information (e.g. a Security Aspects Letter) as a result of any changes stemming from the new GSC, whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies or otherwise. This may relate to the instructions on safeguarding classified information (e.g. a Security Aspects Letter) as they apply to the procurement as they apply to the procurement process and/or any contracts awarded to you as a result of the procurement process.

## **9.0. The Contracting Authority's Contact Details**

- 9.1 Unless stated otherwise in these Instructions or in writing from UKSBS 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 eSourcing Portal to the designated UKSBS contact. Any and all communications and information attained outside of the eSourcing Portal shall have no legal standing nor worth and should not be relied upon in submitting your bid response.
- 9.2 Bidders should be mindful that the designated Contact or other persons associated with this opportunity, should not under any circumstances be sent a copy of their Bid response outside of the eSourcing Portal, unless the portal cannot receive your response due to an outage, should this happen then Contracting Authority will suitably formally instruct all bidders as to how to submit your Response. Failure to follow this requirement will result in exclusion of your Bid.

## **USEFUL INFORMATION LINKS**

- <https://www.find-tender.service.gov.uk/>
- [Equalities Act introduction](#)
- [Bribery Act introduction](#)
- [Freedom of information Act](#)

## **10 Freedom of information**

- 10.1 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), UKSBS or the Contracting Authority may be required to disclose information submitted by the Bidder to the Contracting Authority.
- 10.2 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.
- 10.3 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.

- 10.4 Where a Bidder receives a request for information under the FoIA or the EIR during the procurement, this should be immediately passed on to UKSBS or the Contracting Authority and the Bidder should not attempt to answer the request without first consulting with the Contracting Authority.
- 10.5 Bidders are reminded that the Government's transparency agenda requires that sourcing documents, including ITQ templates such as this, are published on a designated, publicly searchable web site, and, that the same applies to other sourcing documents issued by UKSBS or 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 ITQ Bidders are agreeing that their participation and contents of their Response may be made public.

#### **11.0. Timescales**

- 11.1 [Section 3](#) of the ITQ 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.

#### **12.0 The Contracting Authority's Contact Details**

- 12.1 Unless stated otherwise in these Instructions or in writing from UKSBS 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 eSourcing Portal tool to the designated UKSBS contact.
- 12.2 Bidders should be mindful that the designated Contact or other persons associated with this opportunity, should not under any circumstances be sent a copy of their Response outside of the eSourcing Portal, unless the portal cannot receive your response due to an outage, should this happen then Contracting Authority will suitably formally instruct all bidders as to how to submit your Response. Failure to follow this requirement will result in the exclusion of your Bid.



## Appendix A – Glossary of Terms

TERM	MEANING
<b>“Bid”, “Response”, “Submitted Bid”, or “ITQ Response”</b>	means the Bidders formal offer in response to this Invitation to Quote
<b>“Bidder(s)”</b>	means the organisation(s) being invited to respond to this Invitation to Quote
<b>“Buyer”</b>	means the person in UKSBS who is responsible for conducting the procurement for and on behalf of the Contracting Authority.
<b>“Central Digital Platform or CDP”</b>	means the Governments Central Digital platform where this procurement is being conducted all potential bidders must register on prior to registering an interest in a procurement opportunity and ultimately to provide a bid submission via to the Contracting Authorities e-sourcing platform. <a href="https://www.find-tender.service.gov.uk/">https://www.find-tender.service.gov.uk/</a>
<b>“Central Purchasing Body”</b>	means a duly constituted public sector organisation which procures Goods and or Services / Works for and on behalf of Contracting Authorities
<b>“Conditions of Bid”</b>	means the terms and conditions set out in this ITQ relating to the submission of a Bid
<b>“Contract”</b>	means the agreement to be entered by the Contracting Authority and the Supplier following any award under the procurement
<b>“Contracting Bodies”</b>	means the Contracting Authority and any other Contracting Authorities if and as described in the Digital Platform
<b>“Contracting Authority”</b>	Means a public body regulated under the Public Procurement Regulations as applicable to this procurement, for and or on whose behalf the procurement is being run by UKSBS unless this is for UKSBS.
<b>“Contracting Bodies”</b>	means the Contracting Authority and any other contracting authorities described in the CDP. Procurement documents and Notice
<b>“Customer”</b>	means the legal entity (or entities) for which any Contract agreed will be made accessible to, in excess of the Contracting Authority.
<b>“Debarment”</b>	means the mechanism under which a Minister of the Crown can put any supplier on the centrally published debarment list. This must be following an investigation, whereby the minister is satisfied that a supplier is an excluded supplier or an excludable supplier and should be added to the debarment list.
<b>“Due Diligence Information”</b>	means the background and supporting documents and information provided by the Contracting Authority for the purpose of better informing the Bidders responses to this ITQ
<b>“EIR”</b>	mean the Environmental Information Regulations 2004 2004 (as amended 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 regulations



<b>“eSourcing Portal”</b>	means the online system that all potential bidders must use to seek clarifications in this procurement opportunity and ultimately to provide a bid submission via. ##
<b>“FoIA”</b>	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act (as amended 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
<b>“Goods / Services / Works”</b>	means any Goods and or Services or Works set out at within <a href="#">Section 4 Specification</a>
<b>“Invitation to Quote” or “ITQ”</b>	means this Invitation to Quote documentation and all related procurement 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
<b>“Mandatory”</b>	Means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
<b>“Named Procurement person ”</b>	means the single point of contact for the Contracting Authority based in UKSBS that will be dealing with the procurement
<b>“Order”</b>	means an order served by any Contracting Body on the Supplier
<b>“PA2023”</b>	means the Procurement Act 2023 and its associated Statutory Instruments that apply to this procedure, e.g.the Procurement Regulations 2024.
<b>“Reserved rights”</b>	means as if stated within these procurement documents reserved rights of the Contracting Authority to reconfigure the service provision, purchase additional Supplier Goods and or Services, or Works.
<b>“Procurement Documents”</b>	Means the documentation and information that is provided to all bidders so as to provide a bid(s) against the procurement opportunity.
<b>“PSC”</b>	means Persons of Significant Control associated with your bid submission
<b>“Reserved rights”</b>	means as if stated within these procurement documents reserved rights of the Contracting Authority to reconfigure the service provision, purchase additional Supplier Goods and or Services.
<b>“Supplier(s)”</b>	means in non UKSBS terms Cabinet Office e.g. a Government PPN or a specific Departments terminology question to an organisation(s) / Bidder who is bidding for this opportunity or a supplier who is not bidding this opportunity but may be subcontracted in remoteness to this opportunity e.g. UK / Treaty suppliers. In UKSBS terms it means in all procurement opportunities after an award decision(s) have been reached, the Bidder(s) / organisation(s) who have been awarded the Contract(s) then become a Supplier.
<b>“Tender exercise”</b>	means the activities and implications surrounding the procurement, in the GDPR aspects section of the procurement documents.
<b>“UKSBS”</b>	means UK Shared Business Services Ltd herein after referred to as UKSBS.

<b>“Unique Identifier”</b>	means Unique identifiers defined in regulation 8 of the Procurement Regulations 2024. In the case of a bidder, it is the unique code which is submitted to the digital platform and is recognised by that platform or, where no such code is submitted and recognised, it is the unique code which is allocated by that platform when the Bidder registers on that digital platform.
<b>“Voluntary Standstill”</b>	Means were the PA2023 does not mandate this obligation the Contracting Authority under best practice, has decided to apply this period of a minimum of 8 working days, prior to entering into any contract(s)