# **Request for Proposal**



Open Procedure – Request for Proposal (RFP) on behalf of Department for Energy Security & Net Zero

**Subject: RAF007/2526 Monitoring and Evaluation Call-Off Contract** 

**Sourcing Reference Number: PS25102** 

# OFFICIAL

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# Section 1 - About UK Shared Business Services

Putting the business into shared services

We're a leading public sector shared service centre owned by the Department for Science, Innovation and Technology (DSIT), the Department for Energy Security and Net Zero (DESNZ), the Department for Business and Trade (DBT) and UK Research and Innovation (UKRI).

As a public sector company providing services to the public sector, we have valuable insight and a deep understanding of how the sector operates. This means that our services are fit for purpose, right from the start.

We provide a range of efficient, scalable, and expert Finance, HR and Payroll, Procurement and Business IT services helping the advancement of the UK's economy and society. We are motivated by a desire to deliver high quality, efficient and reliable service to over 25,000 civil and public servants, employed by our clients.

We work closely with our stakeholders to harness the potential of our expertise, evolving technology and to realise the maximum benefit from shared services. We aim to be a trusted partner, recognised for delivering value and benefits for our owners and to support the work they do for the people of the UK.

Our dedicated teams take immense pride in their contributions, driving value for the UK economy and its taxpayers. At our core, we firmly believe in the power of partnership and expertise. By aligning with the values of our owners, we actively contribute to achieving optimal outcomes through shared services.

By 2029, we aim to be the leading UK public sector business service provider, efficiently and securely managing multiple technology platforms and delivering a great user experience for our customers.

# **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 UK General Data Protection Regulations (UK 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**

As your personal data is stored on our IT infrastructure and shared with our data processors Microsoft and Amazon Web Services, it may be transferred and stored securely in the UK and European Economic Area. Where your personal data is stored outside the UK and EEA it will be subject to equivalent legal protection through the use of Model Contract Clauses

#### **Complaints**

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

Information Commissioner's Office Wycliffe House Water Lane Wilmslow Cheshire SK9 5AF 0303 123 1113 casework@ico.org.uk

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

#### **Contact Details**

The data controller for your personal data is: The Department for Energy Security & Net Zero (DESNZ)

You can contact the Data Protection Officer at: DESNZ Data Protection Officer, Department for Energy Security & Net Zero 3-8 Whitehall Place, London, SW1A 2ED. Email: dataprotection@energysecurity.gov.uk

# **Section 2 – About the Contracting Authority**

**Department for Energy, Security and Net Zero (DESNZ)** 

The Department for Energy Security and Net Zero (DESNZ) is focused on the energy portfolio from the former Department for Business, Energy and Industrial Strategy (BEIS). Our focus is securing our long-term energy supply, bringing down bills and halving inflation

#### Our responsibilities

- delivering security of energy supply
- ensuring properly functioning energy markets
- encouraging greater energy efficiency
- seizing the opportunities of net zero to lead the world in new green industries

# Section 3 – Working with the Contracting Authority

# **Bidder Guidance issued by the Cabinet Office**

# **PSQ Explainer (for Bidders) broken into three Parts**

Public procurement is governed by regulations to ensure that procurement delivers value for money, competition, transparency and integrity.

The Procurement Specific Questionnaire (PSQ) has been designed to help Contracting Authorities ensure that Bidders share the right information when participating in a procurement. This is separate from the formal tender submission (on how the bidder proposes to meet the tender requirements). The PSQ consists of three parts:

#### Part 1 - confirmation of core Bidder information:

Bidders participating in procurements will now be expected as a Condition of Participation to register on a central digital platform (CDP). Bidders can submit their core Bidder information and, where a procurement opportunity arises, share this information with the Contracting Authority via the CDP. It is free to use and will mean Bidders should no longer have to reenter this information for each public procurement but simply ensure it is up to date and subsequently shared. The CDP is available at https://www.gov.uk/find-tender. Part 1 provides confirmation that Bidders have taken these steps.

# Part 2 - additional exclusions information (see sub notes 1-3):

Procurement legislation provides for an 'exclusion regime' and a published 'debarment' list to safeguard procurement from Bidders who may pose a risk (for example, due to misconduct or poor performance). Bidders must submit their own (and their connected persons (i) exclusions information via the CDP. This includes self-declarations as to whether any exclusion grounds apply to them and, if so, details about the event or conviction and what steps have been taken to prevent such circumstances from occurring again.

As part of a procurement, Bidders will need to also share additional exclusions information for any Bidders that they are relying on to meet the procurement's conditions of participation. These could either be consortium members or key sub-contractors (but excludes any guarantors). These Bidders are 'associated persons' and their exclusions information must be shared with the Contracting Authority. We recommend this is done by ensuring that associated persons register, submit and share their information via the CDP (like the prime/main bidder).

In addition to the sub-contractors who are being relied on to meet the conditions of participation (who are associated persons), Bidders will need to share an exhaustive list of all their intended sub-contractors, which will be checked against the debarment list.

1) Connected persons are persons who exercise (or have a right to exercise) significant influence or control over the bidder and those over which the bidder exercises (or has the right to exercise) significant influence or control. This includes majority shareholders, directors and shadow directors, parent and subsidiary companies and predecessor companies. The majority of the exclusion grounds state that they apply to the bidder or a connected person of the bidder.

- 2) Associated persons are sub-contractors or consortium members who are being relied on by the prime/main supplier to satisfy the conditions of participation in the particular procurement. This does not include guarantors, even if they are relied on to meet conditions of participation. The main supplier may be an excluded or excludable supplier by virtue of an exclusion ground applying to an associated person (see section 57 of the PA2023). A supplier can also be an excluded or excludable supplier by virtue of an exclusion ground applying to a connected person of an associated person, for example, a director of an associated person of the supplier.
- 3) Where a supplier intends to use sub-contractors, not all of these sub-contractors will be associated persons. Only if a sub-contractor is relied on to meet conditions of participation, will they be both an associated person and an intended sub-contractor.

#### Part 3 - Conditions of participation:

The Contracting Authority sets conditions of participation which Bidders must satisfy in order to be awarded a public contract. They can relate to the Bidders legal and financial capacity or their technical ability.

Some of the information requested in the PSQ will be for information purposes only. Other information will be assessed by the Contracting Authority. This might include a pass or fail mechanism, or a threshold which the Bidder must meet.

Bidders should note that the Contracting Authority have legislative duties to publish certain information which relate to the Supplier in their contract award notices. This information includes, but is not limited to:

- details of the winning Supplier's associated persons
- details of the winning Supplier's connected person information
- for certain procurements over £5 million, details of unsuccessful bidders

### 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: <u>Transforming Public Procurement - information and guidance for suppliers</u>, 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 Platfom Team via the help options provided

Section	Section 3 – Contact details			
3.1.	Contracting Authority Name and address	The Department for Energy Security and Net Zero (DESNZ), 3-8 Whitehall Place, London, SW1A 2EG		
3.2.	Buyer	Jennifer Stratton		
3.3.	Buyer contact details	professionalservices@uksbs.co.uk		
3.4.	Estimated value of the Opportunity and Term	The Estimated value of the opportunity is £1,000,000.00 excluding VAT.  Initial 3-year contract with optional 12-month extensions up to a maximum of 5 years in total (3+1+1)  Optional extensions are subject to satisfactory Annual Contract Review and remaining available budget.  DESNZ does not guarantee any work under this call off contract and does no commitment to spend this amount.		

3.5.	Process for the submission of clarifications and Bids	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 these documents. Please note submission of a Bid to any email address including the Buyer will result in the Bid not being considered, unless formally advised to do so by UKSBS.
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Section 3 – Timescales			
3.6.	Date of posting of Tender Notice on the CDP	Friday 22 <sup>nd</sup> August 2025	
3.7.	Latest date / time RFP clarification questions shall be received through the eSourcing Portal	Thursday 18 <sup>th</sup> September 2025 11.00AM	
3.8.	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through the eSourcing Portal	Monday 22 <sup>nd</sup> September 2025	
3.9.	Latest date and time for Bidder to request access to the RFP documents	Thursday 2 <sup>nd</sup> October 2025 10:00AM	
3.10.	Latest date and time RFP Bid shall be submitted through the eSourcing Portal (the Deadline)	Thursday 2 <sup>nd</sup> October 2025 11.00AM	
3.11.	Anticipated notification and issue of Bidder Assessment Summaries of proposed Contract award decision to successful and unsuccessful Bidders.	Wednesday 29 <sup>th</sup> October 2025	
3.12.	Anticipated publication of the Contract Award Notice to be published after Bidder Assessment Summaries are issued to all bidders, which will start the standstill period.	Thursday 30 <sup>th</sup> October 2025	
3.13.	Anticipated commencement of Contract	Monday 22 <sup>nd</sup> December 2025	
3.14.	Completion of Contract	22 <sup>nd</sup> December 2028  This contract has optional 12-month extensions up to a maximum of 5 years in total (3+1+1)  Maximum end date if all extension are utilised: 22 <sup>nd</sup> December 2030	
3.15.	Anticipated publication of Contract Details Notice	Within 30 Days of Contract Award	
3.16.	Bid Validity period required	90 Days	

# Section 4 – Specification and about this Procurement

#### Pre-Market Engagement

UKSBS issued a UK2 — Preliminary market engagement notice via the eSourcing tool Jaggaer / Find a Tender under PCR2024; to inform the market of the Contracting Authority's intention to appoint a single supplier for a Monitoring and Evaluation Call Off Contract and request that suppliers express their interest by responding to a series of validation questions to ensure the procurement maximises appropriate supplier responses.

#### 1. Introduction

The Department for Energy Security and Net Zero (DESNZ) seeks to commission a Monitoring and Evaluation (M&E) call-off contract. The contract will run from December 2025, for the duration of three years with an option to extend for up to two additional years, to be taken as two separate one-year extensions (1+1). The total contract value will be up to £1 million, however please note there is no commitment to spend this amount.

M&E is a critical function at DESNZ, supporting the department to assess the effectiveness of policies and programmes, generate timely insights and support continuous improvement. DESNZ has a strong monitoring and evaluation culture and a high demand for M&E services. <a href="DESNZ's Monitoring and Evaluation framework">DESNZ's Monitoring and Evaluation framework</a> outlines the vision for comprehensive, proportionate and robust M&E activity across the Department and its partner organisations.

DESNZ is responsible for delivering the making Britain a Clean Energy Superpower mission, one of the Government's 5 missions outlined in the <u>Plan for Change</u>. Rapid and timely M&E will be crucial for helping us to understand what works in delivering this mission. This reinforces the need for a responsive, rapid commissioning route for M&E.

Given the breadth of DESNZ's policy portfolio and the pace at which evidence is often required, there is a consistent need for flexible, rapid access to high-quality M&E expertise. DESNZ is seeking to contract a supplier or a consortium who can provide expert input on the methodological and practical sides of M&E as it applies to DESNZ.

The M&E call-off contract will be a critical mechanism to commission high-priority, small-scale M&E projects across a wide range of policy areas and departmental priorities. It will offer a flexible and responsive route to produce timely insights that inform policy design, programme delivery and strategic decision-making.

This call-off contract is intended to complement in-house analytical capability and larger bespoke procurements for programme specific evaluations, by providing an agile and proportionate route to commissioning a broad range of small-scale, time-sensitive M&E projects. It will be particularly well suited to deliver rapid evidence reviews, scoping studies, methodological pilots and fast paced primary data collection.

#### 2. Aims & Objectives

This procurement aims to establish a flexible, high-quality M&E call-off contract that enables DESNZ to commission and deliver timely, robust, and policy-relevant monitoring and evaluation services across its policy and delivery portfolio.

It aims to meet departmental needs for timely generation of insights, support organisational learning and inform delivery and strategic decisions. The contract is designed to respond to short notice and evolving requirements.

The new call-off contract will:

- Provide DESNZ colleagues with a route to commission small-scale, often timesensitive M&E projects.
- Provide DESNZ colleagues access to a range of methodological experts, experienced in monitoring and evaluating energy and climate policies.
- Conduct M&E projects that will help DESNZ meet its objectives, including projects that support the delivery of the Clean Energy Superpower mission under the Government's 'Plan for Change'.
- Have the flexibility to undertake rapid projects and multiple small projects at the same time to meet Departmental needs.
- Focus on producing policy friendly outputs and findings to generate evidence that has impact and informs decisions.

The successful bidder will need to work closely and collaborative with the DESNZ contract manager in the delivery of this call-off contract.

### 3. Background to the Requirement

The DESNZ M&E Hub provides central support to the department in commissioning, quality assuring and embedding evaluation into policy and programme delivery. A central call-off contract has enabled teams to rapidly access evaluation and monitoring expertise where internal capacity or capability is limited. The new contract will continue to provide these important services.

The contract will be awarded for an initial period of three years, with the option to extend for up to two additional years, to be taken as two separate one-year extensions (1+1)., subject to satisfactory Annual Contract Reviews and evolving departmental needs.

The DESNZ M&E hub will manage the contract and will be responsible for triaging and prioritising project requests. In deciding which projects will be delivered under this contract key factors will include:

- The project should be clearly monitoring and/or evaluation focused stand-alone research is not in scope of this contract.
- Alternative commissioning routes should have been considered and ruled out as either not feasible or appropriate.
- The project should be an appropriate scale for this call-off contract. This call-off is
  not intended to be used for large-scale policy evaluations. It is expected that the
  typical project under this contract will be approximately up to £100k and last 3-6
  months.
- Priority this contract will be prioritised for DESNZ's highest priority policy and delivery areas.

Work required under the call-off contract could fall under any area of the Department's remit, including but not limited to:

- Nuclear Energy
- Energy Efficiency & Fuel Poverty

- Net Zero and Decarbonisation
- Low carbon heating
- Renewable energy
- Energy affordability

The successful bidder will be responsible for:

- Attending monthly project management meetings and providing an update on progress.
- Responding to requests for new projects to be undertaken through the call-off contract. This could include initial conversations about the ask, as well as responding to formal project requests with a project proposal.
- Agreeing project proposals through a project agreement process (exact process to be agreed at project inception meeting)
- Contributing to evaluation design and methodological innovation where appropriate, especially on projects that require novel approaches or involve complexity.
- Delivering projects to time and to a high quality.
- Ensuring that all outputs provided to DESNZ have been through appropriate quality assurance processes.
- Proactively identifying risks and proposing mitigation strategies related to delivery, data or stakeholder management.
- Ensuring invoices are submitted in a timely fashion and in accordance with agreements at project outset.
- Escalating any project or contract issues in a timely fashion and working with DESNZ M&E hub contract manager to resolve them.
- Maintaining confidentiality and data protection standards in line with DESNZ policies.

Please note that whilst conflict of interest will be agreed on a case-by-case basis, if the successful bidder is involved in supporting early evaluation work (e.g. scoping, evidence reviews) this will not usually prevent them from bidding for any relevant subsequent procurements in this area.

Annual contract reviews will be undertaken by DESNZ to assess progress, delivery performance, value for money and alignment with evolving priorities. These reviews will inform contract management decisions, including any necessary adjustments to delivery focus or approach. A formal contract extension review will be conducted in the third year to assess whether the contract should be extended. Decisions on any extension will be based on this review, taking into account the project demands, supplier performance and available budget.

#### 4. Scope

As local teams will commission and manage projects under this contract on an ad-hoc basis as required, the exact aims and scope of specific projects cannot be determined at this point. Projects commissioned under this contract will vary in scope and complexity. Bidders will need to demonstrate their ability to adapt methods, resource appropriately, and engage effectively with internal DESNZ teams and stakeholders. The delivery approach must balance flexibility with rigour, ensuring that insights produced are timely, usable, and meet high standards of quality, even when responding at short notice. The contract is intended to support the full M&E cycle – from early-stage scoping and design through to monitoring, data collection, synthesis, and evaluation reporting.

Support from the call-off contract might be needed across the policy lifecycle, for example:

- Policy formation process support to build effective M&E plans for future policies, potentially including evidence reviews to build the evidence base, baseline data collection, scoping of available data collection or analysis methods (including digital/automated 'real-time' monitoring of policy delivery), and user-testing of policy proposals.
- **Prior to evaluation commissioning** support to setup and operationalise an M&E plan, including piloting proposed data collection and analysis methods prior to full evaluation tendering.
- **During evaluation delivery** support to fill data collection or analysis gaps identified in existing M&E activity where it cannot be delivered by existing workstreams, or to deliver ad-hoc M&E activities with a view to wrapping these up into a fuller review at a later data.
- **After scheme close** support to review evidence where not already done so, particularly important for Post-Implementation Reviews, but also for wider strategic insight. This might include literature reviews, secondary analysis, or meta-analysis.
- Ad-hoc support to conduct stand-alone methodological reviews or development that may fall outside of the normal policy cycle.

The contract will support a broad range of M&E activities, including but not limited to:

- Development of M&E Frameworks and plans
- Baseline and evaluation data collection
- Data collection or fieldwork to support evaluations being conducted in-house
- Evidence reviews and synthesis (especially rapid international reviews)
- User testing of policy proposals
- Piloting data collection and analytical methods
- Running small scale pilots or prototyping of new policy proposals
- Process, impact and summative evaluations
- Economic evaluation
- Methodological reviews
- Delivery monitoring (scoping, baselining, and pipeline design)

The call-off contract is for small-scale projects – expected to be no more than £100k and take 3-6 months to complete (once the project plan is agreed between the DESNZ customer and the supplier). Based on the contract cap and duration, this could accommodate up to 3-6 projects per year, depending on the size and timings of those projects. Please note, this is an example of the anticipated demand, and not a guarantee of this volume of work.

#### 5. Requirement

The appointed supplier will be expected to deliver methodologically robust, policy-relevant, and proportionate M&E support across a diverse range of short-turnaround and strategically significant projects. The delivery approach should be flexible, agile, and tailored to the scope and scale of each project commissioned under the call-off, and DESNZ's policy and delivery needs.

The supplier will be required to:

- Mobilise quickly in response to task orders, providing a work plan, methodology, delivery team, timelines, risks, and costings within 5 working days
- Apply robust, fit for purpose methods tailored to each project scope
- Maintain rigorous ethical standards, data protection compliance and quality assurance
- Work collaboratively with DESNZ teams and other stakeholders as appropriate
- Attend monthly review meetings to assess progress, performance, and delivery timeline.

The supplier will need to offer a broad set of skills spanning social research, economics, data science, evaluation, and delivery monitoring, and will have the ability to respond to multiple concurrent specification orders and to work across evolving business priorities will be essential.

Key elements of delivery could include, but are not limited to:

- Primary data collection, quantitative and qualitative households, businesses, third sector organisations, government, and local government for the purposes of evaluation (contract should not be used for stand-alone social research).
- Secondary data analysis / meta-analysis
- Literature reviews including rapid evidence reviews and international evidence reviews
- Quantitative and qualitative data analysis
- Policy evaluations both delivery and scoping exercises
- Process, impact evaluation counterfactual and theory based and economic / value for money evaluation
- Theory of change / logic model development
- Innovative metrics reporting and dissemination of evidence
- Data management and visualisation, including automation of policy data collection, aggregation, processing, and production of interactive reports
- Design and implementation of fit-for-purpose monitoring approaches tailored to departmental needs. This may include developing metrics frameworks, designing and maintaining performance dashboards, conducting benchmarking or reference class forecasting, and supporting real-time monitoring of programme delivery.
- Piloting, testing, and learning suppliers may be asked to support piloting of tools, early-stage testing of methods and delivery of 'test and learn' projects to inform fullscale evaluation commissioning.

Bidders should demonstrate their technical skills and expertise as it relates to each of the methods listed above. They should also outline their expertise working with DESNZ or in relevant policy areas (such as energy security, decarbonisation, net zero), highlighting any familiarity with departmental systems, data sources and policy objectives. Bidders should also detail any other relevant knowledge, skills or expertise which would add value to the delivery of the overall aims of this call-off contract.

In setting out skills and expertise, bidders should consider how they will resource individual projects under the contract. For example, will a specific team be assigned to the contract or will resources be drawn from across the organisations. DESNZ would welcome bids from consortia or from suppliers with a reliable network of sub-contractors.

Bidders who can support the development of evaluation capability across DESNZ will add value – for example, through joint working, training, or support embedding evaluation practices into delivery.

In some cases, DESNZ may only require data collection or fieldwork, with analysis to be conducted internally. Bidders will need to consider how they will ensure high-quality, well documented outputs that are usable by internal analysts for future synthesis.

Bidders must be transparent about *where* and *how* they propose to use AI in any evaluation or monitoring projects undertaken via this contract. Any use of AI should be discussed and agreed with DESNZ customers in advance. Where AI tools or automated methods are proposed, bidders must clearly demonstrate how they will ensure transparency, mitigate bias, and retain human oversight in the production and interpretation of outputs. If any bidders propose to use proprietary AI tools such as in-house chatbots or other bespoke tools these must be supported by full documentation, including design details and the testing/validation process undertaken to identify and correct potential errors, biases or omissions. This documentation must be provided to DESNZ on request.

#### Examples of project types:

The following are illustrative examples of the types of work expected under the contract. This list is not exhaustive but reflects the anticipated range of commissions. All activities must contribute to an evaluation-related purpose (e.g. delivering evaluation activities or informing evaluation design, delivery, or use). Standalone academic research or conceptual/theoretical studies are not linked to departmental decision-making needs are out of scope.

- M&E scoping and design for new policies: conducted at the business case stage
  for new policies these projects involve working closely with teams to develop
  evaluation plans and theories of change, assess available data methods, develop a
  monitoring framework, and scope timelines and budgets for full evaluations. Example
  activities:
  - o Rapid evidence reviews to inform design
  - o identification of appropriate data collection and analysis methods
  - o development of logic models and evaluation frameworks
  - o development of monitoring frameworks and plans
  - o planning of pilot and full M&E activities
- Baseline data collection, piloting, and trialling: where M&E plans are in place, some projects may involve early-stage data collection or piloting, this could support later evaluations or address uncertainties before scaling. Example activities:
  - Designing and delivering baseline surveys or instruments
  - o Testing indicators, metrics, or data pipelines
- Rapid ad-hoc evidence collection, analysis, or reviews: where rapid insights are needed or capacity gaps exists, stand-alone pieces of work may be commissioned to gather or analyse data outside of existing M&E projects. This is likely to be particularly relevant for cross-cutting issues or to develop timely evidence on high priority policy or delivery areas that are relevant to delivering the Clean Energy Superpower Mission. Example activities:
  - Scoping how questions can best be addressed in a timely and proportionate manner
  - Primary data collection (e.g. interviews with key stakeholders or surveys with stakeholders or customers)
  - Secondary data analysis or meta-analysis
  - Literature and document reviews
  - Testing new analytical or data collection methods
  - Providing rapid and policy relevant findings in an accessible format

- **Evidence reviews**: these support evidence-based decision-making through review and synthesis of existing evaluation findings. They may support postimplementation reviews or wider strategic planning. Example activities:
  - o Rapid evidence assessments
  - Systematic reviews
  - International literature synthesis
- Feasibility studies and testing of new methods: some projects may involve methodological exploration, including counterfactual approaches, theory-based evaluation design or testing real-time automated monitoring systems. These may be standalone studies or components of a wider M&E plan. Example activities:
  - Method development or comparison
  - Data capture and feedback loops
  - Evaluability assessments

The supplier and their subcontractors will be required to sign (or abide by) a non-disclosure agreement and apply DESNZ information security policies to all information they access as part of this work, including ensuring that only duly authorised personnel can access protectively marked information. The supplier and their subcontractors will need to demonstrate the availability of adequate infrastructure and a business continuity plan to deliver the work to a high level of quality at the required time, ensuring the protection of information at all times.

All deliverables under this contract must meet high standards of quality, clarity, and relevance to the commissioning objectives. Bidders should describe the processes they have in place to ensure consistent quality assurance across all deliverables, and should include details of the following:

- Internal quality assurance processes (such as QA logs/checklists), including senior oversight and review mechanisms.
- Use of appropriate evaluation and analytical standards and frameworks.
- A commitment to producing clear, accessible outputs suitable for policy and analytical audiences.
- Mechanisms in place for incorporating stakeholder feedback throughout the delivery of the projects.
- A culture of continuous improvement, with learning from previous work embedded into future delivery.
- Approaches for assuring the quality, transparency and responsible use of Algenerated outputs or Al tools, including clarity around human oversight, validation of findings and safeguards against bias or misinformation (if Al tools may be used in the delivery of the contract).

DESNZ expects the successful supplier to work collaboratively and transparently to ensure all deliverables meet department's standards for credibility, usability, and impact.

To support continuous improvement and oversight regular contract management meetings will be held between DESNZ's contract lead and the supplier's designated lead(s) and consortium partner leads (as appropriate). These meetings will take place monthly and will provide an opportunity to review progress against live projects, address any delivery issues, monitor budget usage, and share lessons learned. This forum will also support forward planning and ensure alignment with evolving departmental priorities.

#### Outputs

The outputs of this work have been divided into two categories: Contract Outputs and Project Specific Outputs. This distinction reflects the structure of the call-off arrangement, where overarching contract delivery will be monitored alongside the outputs of individual commissioned projects.

#### **Contract Outputs**

Upon the receipt of a specification/order from DESNZ, the supplier will be required to respond within five working days with a short proposal that includes:

- A proposed workplan, including timeline, methodology, and key personnel
- A clear description of the approach to delivery, including any anticipated risk and mitigation strategies
- Proposed outputs aligned with the specification
- A defined budget and resource plan for delivery

This response will be reviewed and agreed with DESNZ before project initiation.

Once the project proposal is agreed in principle:

- DESNZ will complete a GDPR annex for the project, taking account of the views of the Supplier as required. The Supplier will be required to respond to any queries about the data process within five working days.
- DESNZ will issue a Commissioning Letter, with the Contract terms, the proposal and the GDPR template as annexes for signing by the Supplier.
- The Supplier will return the signed Commissioning letter within five days.
- DESNZ will countersign the Commissioning Letter; a copy of the countersigned Commissioning Letter will be sent to the Supplier.

## Project Specific Outputs

Suppliers will be expected to provide high-quality outputs across a range of M&E activities commissioned under this call-off contract. The outputs for each project under the call-off will be driven by the individual requirements of each order. These will be made clear in project specifications, agreed before projects commence, and could include the following:

- Finalised M&E or evidence review plans
- Evaluation frameworks or Theories of Change
- Survey instruments and analysis plans
- Interim and final evaluation reports (with executive summaries)
- Dashboards or tools to support DESNZ monitoring
- Cleaned datasets (quantitative and qualitative anonymised)
- Regular updates on progress and emerging findings
- Presentations and briefing materials for key stakeholders
- PowerPoint slides summarising key findings
- Learning sessions and facilitated workshops

Written reports and PowerPoint slides are expected to be the primary output under the projects. These should be of a quality that can be circulated within DESNZ from the first draft. DESNZ expects to make two rounds of comments to finalise these outputs.

DESNZ may wish to request the underlying data for research outputs, particularly bibliographies from literature reviews and data from quantitative research (e.g. raw data, data tables and crosstabs for surveys).

All outputs should be produced to a professional standard suitable for internal circulation within DESNZ. The evidence must be suitable for senior policy audiences. Where appropriate, the supplier may be asked to produce publication-ready versions for external use such as external publication (on gov.uk page) therefore the supplier must ensure that outputs are written in plain English, are publication-ready and meet civil service quality standards. Whether a project output will be published will be decided on a project-by-project basis. DESNZ will retain intellectual property of all deliverables.

#### **Project Management**

DESNZ expects the supplier to provide strong project management throughout delivery, including clear roles and responsibilities, effective coordination of project teams and timely mobilisation. The Supplier must be able to manage multiple concurrent projects, provide regular progress updates, proactively identify and manage risks and maintain close collaboration with the DESNZ contract manager.

#### To Note

For this contract, DESNZ welcomes bids from suppliers and consortiums.

A single supplier refers to an individual organisation that is solely responsible for delivering all aspects of the contract and managing any subcontracted support directly.

A consortium is a formal partnership or a collaboration between two or more organisations that jointly deliver the contract, typically with shared accountability, resource and delivery responsibilities. Consortia members should appoint a lead supplier to complete the bid on behalf of all of the consortium members. DESNZ requests that one member is designated as the consortium leader to sign the contract if successful, manage the overall contract and act as the primary point of contract with DESNZ.

The use of this call-off contract is targeted at those policy areas where there is limited time, resource or expertise to commission or deliver M&E activities. Therefore, DESNZ will continue to commission standalone research, monitoring, and evaluation projects outside of this call-off contract. This call-off contract is **not** intended to be used for large scale policy evaluations or research projects which DESNZ will continue to procure via a competitive process. This contract is not intended for standalone academic or theoretical research not linked to evaluation or monitoring needs.

#### 6. Timetable

Due to the nature of the call-off contract, timelines and milestones will vary depending on the scope and complexity of each commissioned project. The successful Supplier will be expected to mobilise quickly and submit proposals within five working days of them receiving a brief outlining the requirements. Specific deliverables, interim milestones, and completion dates will be agreed at the point of commissioning each project, with performance monitored through monthly review meetings. Where appropriate, interim, and final payments may be linked to the achievement of defined milestones which will be clearly specified in the brief shared by the department.

#### 7. Contract Value & Term

The total value of the contract including optional extensions over the term of the contract shall not exceed £1,000,000.00 excluding VAT.

The Contract duration will be for a period of three years with an option to extend for up to two additional years, to be taken as two separate one-year extensions (3+1+1). The total contract value will be up to £1 million, however please note there is no commitment to spend this amount.

#### 8. 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. The Contracting Authority will not accept any variation to any accepted terms and conditions by any Bidder once the closing date and time for clarifications and the closing date and time for bid submissions has passed. Any failure to rescind modified terms and conditions sent in, will result in the award decision reverting to the second placed Bidder(s) and the original award decision reversed, with the original Bidder award decision bid being excluded from consideration on grounds of false statements made in the bid received, resulting in a non-compliant bid having failed a Mandatory pass / Fail question.

#### 9. Risks

The Contracting Authority has identified the following risks associated with this procurement, which may (as appropriate) appear in the above reserved rights if they able to be quantified and duly predetermined during the procurement's life cycle.

**Known Unknowns** – Risks that an organisation is aware of but is unaware of the size and effect of their impact.

Risk: Changes in departmental priorities or external policy may alter the type or scope of research required.

- Shifting priorities could require modifications to project scope, methodology or outputs which may affect costs and timelines.
- To mitigate the risk, regular contract reviews points will be used to identify any changes early and projects specifications will be detailed and any changes will clearly be communicated with the supplier.
- Timing, scope and nature of such changes are unknown at contract award. The contract may need variation to amend deliverables, methodologies or milestones.

**Unknown Unknowns** – Risks that an organisation is not aware of and therefore is also unaware of the size and effect of their impact.

Risk: Unforeseen market or environmental factors (such as pandemic restrictions, supply chain disruption for specialist services)

- Could delay delivery, reduce quality of outputs or require alternative delivery models.
- To mitigate this risk, contingency should be built into project schedules. Provision for remote and hybrid delivery will also be included in the project agreements.

 The specific nature and timing of such event cannot be know at the contract award stage. The contract may need variation to reflect alternate delivery approaches, extend deadlines or revised quality expectations.

#### 10. Debarment

The Contracting Authority will consult the Governments Debarment list in regard to its relevance to your bid(s) submission, under the procurement Regulations that apply to this procurement. This consultation may result in your bid submission failing to be considered further and your bid(s) being excluded from further consideration under this procurement, dependent upon the nature of the Contracting Authorities findings. By participating in this procurement opportunity and submitting a bid submission, all Bidders who are successful in being awarded a contract(s) agree that they shall be naturally obliged during the award stage, prior to contract signature, to advise the Contracting Authority immediately if any circumstances surrounding the award decision change, in consideration of this requirement.

#### 11. Conflicts of Interest (Col)

The Contracting Authority and UKSBS take the matter of Col very seriously as part of its procurement due process life cycle, not only its own staff and third parties associated with this procurement, but also with those Bidders competing. The Contracting Authority will manage and monitor Col throughout this procurement lifecycle, so as due process is compliantly undertaken and will address and suitably manage any Col, as and when these are identified.

#### 12. Capability and Capacity to undertake the procurement

The Contracting Authority will only allocate suitably qualified and experienced staff to undertake this procurement, based upon the complexity and the value of this procurement opportunity. All procurements follow standard operating procedures and policies as well as peer and line manager reviews (as applicable) as part of the procurement lifecycle.

# 13. Bid submissions and interfaces between the CDP and E-Sourcing platform (unique identifier information)

The Contracting Authority require all Bidders (and as applicable other parts of the Bidders organisation see Bidder guidance) who wish to be considered for this opportunity to have registered on the CDP, so as the Contracting Authority can utilise the unique identification number and the content that is required by the Contracting Authority to undertake its evaluation of all bids received. This not only treats all Bidders equally but also aligns to the Governments "tell us once" approach so as to reduce the burden on Bidders in regard to each opportunity that arises. If the CDP is down and would prevent any Bidder from uploading its information in good time before the closing date and time for receipt of bids and the CDP cannot guarantee that this will be functional before the closing time and date, then the Contracting Authority will provide the necessary documentation to the Bidder upon request so as these can be received either via the E-sourcing platform as an attachment or an alternative email based way of submission. Please ensure that you contact the Contracting Authority immediately if this situation arises, if the CDP is anticipated to impact on your ability to make a submission and please do ensure that you allow the Contracting Authority a sufficiency of time to be able to provision this information. Please note that the Contracting Authority will be unable to accept any submission in regard to this area, that is provided for reasons other than is clearly stated above.

# 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 which Bidders can demonstrate the required legal and financial capacity and the technical skills and if appropriate, experience to ensure the successful performance of the Contract.
- 5.1.2. The evaluation team may comprise staff from UKSBS and the Contracting Authority, and any specific external stakeholders or third parties that the Contracting Authority deem required.

#### 5.2. Evaluation of Bids

5.2.1 Evaluation of Bids shall be based on a Conditions of Participation questionnaire held by self-certified Bidder inputs on the CDP as well as within this procurement documentation including additional questionnaire questions (as applicable) plus the Award criteria as clearly defined in the e-sourcing tool and procurement documentation.

Bidders should note that the responsibility of the accuracy of any bid submission and associated information that is presented to the Contracting Authority, as part of the Conditions of Participation questionnaire via the CDP and as submitted against specific questions, relevant and proportionate to the procurement documentation via the eSourcing Portal including Award based submissions, shall remain the sole responsibility of the Bidder(s) to ensure that this reflects and satisfies the requirements of the procurement documentation, when received by the Contracting Authority in order to carry out the due process of evaluation. For absolute clarity should a failing by any Bidder be as result of the information being incorrect, incomplete, inaccurate, false and or misleading as received after the closing date and time, then the Contracting Authority shall be under no obligation to clarify this, and this may result in any Bidder being excluded from any award under this procurement opportunity dependent upon the specific subject matter.

5.2.2 If the Contracting Authority find that any Bidders proposed bid that has a reliance on other parties e.g. a PSC, and Associated Person and or Subcontractor will result in a failed condition of bidding this opportunity, then the bidder will be allowed to provide evidence in regard to self-cleaning. If the grounds for self-cleaning are not to the absolute satisfaction of the Contracting Authority, then an alternative e.g. Subcontractor must be provided within 7 days from a formal request to do so via the Contracting Authority. The Contracting Authority will not permit any revision and re submission to effect the original commercial price, that was provided in the Bidders submission. The replacement will then be subject to the specific non-commercial criteria, as was clearly articulated within the evaluation criteria within these procurement documents.

Any Bidder failing to provide evidence of self-cleaning to the absolute satisfaction of the Contracting Authority within the above reasonable and proportionate time set by the Contracting Authority, will result in a bid submission failing to be considered further and your bid(s) being excluded from further consideration under this procurement.

5.2.3 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.

#### 5.3. CONDITIONS OF PARTICIPATION QUESTIONAIRE

5.3.1. The Conditions of Participation Questionnaire shall be marked against the following Conditions of Participation pass / fail and scoring criteria.

In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, that cannot be regulatorily rectified e.g. a PSC or subcontractor being replaced, or not providing to the absolute discretion of the Contracting Authority any evidence in regards to self-cleaning that any Bidder provided in its bid or potentially under formal clarification then the Contracting Authority reserves the right to exclude the Bidder from further consideration and will only provide an assessment summary to the extent that the tender was assessed against the criteria before it was identified as failing to meet this requirement. The Contracting Authority will not be providing full assessment summaries in these instances but will discharge the balance of its regulatory obligations under this procurement opportunity.

Conditions of Participation Pass/fail criteria via the Central Government Digital Platform (CDP)				
Evaluation Envelope	Q No.	Question subject		
Pr	ocurement Sp	ecific Questionnaire: Potential Supplier Information		
	Qualificat	ion Questionnaire Part 2: Exclusion Grounds		
Part 1, 2 and 3	CDP	Main Bidder details / Consortia / SPV / Partnerships / PSC / Subcontractors / Associated and Connected persons that create the organisational make-up of the Bidder Mandatory and Discretionary grounds for exclusion and debarment information as provided within the Central Governments Digital Platform (CDP).		
	Qualification Questionnaire Part 3: Conditions of Participation Questions (General and Project Specific via the eSourcing Platform			
		·		
		·		
(General ar	nd Project Sp	ecific via the eSourcing Platform		
(General ar	nd Project Sp	Organisation Name		
(General ar Part 1 Part 1	PSQ_1 PSQ_2	Organisation Name  CDP / Unique identifier number		
Part 1 Part 1 Part 1	PSQ_1 PSQ_2 PSQ_3	Organisation Name  CDP / Unique identifier number  Bidding status		
Part 1 Part 1 Part 1 Part 1 Part 1	PSQ_1 PSQ_2 PSQ_3 PSQ_5	Organisation Name  CDP / Unique identifier number  Bidding status  Debarment List		
Part 1	PSQ_1 PSQ_2 PSQ_3 PSQ_5 PSQ_6	Organisation Name  CDP / Unique identifier number  Bidding status  Debarment List  CDP Download Submission		
Part 1 Part 2A	PSQ_1 PSQ_2 PSQ_3 PSQ_5 PSQ_6 PSQ_7	Organisation Name  CDP / Unique identifier number  Bidding status  Debarment List  CDP Download Submission  Associated Persons Conditions of Participation Reliance		
Part 1 Part 2A Part 2B	PSQ_1 PSQ_2 PSQ_3 PSQ_5 PSQ_6 PSQ_7 PSQ_11	Organisation Name  CDP / Unique identifier number  Bidding status  Debarment List  CDP Download Submission  Associated Persons Conditions of Participation Reliance  List of Intended Sub-Contractors		
Part 1 Part 1 Part 1 Part 1 Part 1 Part 1 Part 2A Part 2B Part 3A	PSQ_1 PSQ_2 PSQ_3 PSQ_5 PSQ_6 PSQ_7 PSQ_11 PSQ_13	Organisation Name  CDP / Unique identifier number  Bidding status  Debarment List  CDP Download Submission  Associated Persons Conditions of Participation Reliance  List of Intended Sub-Contractors  Financial Capacity Conditions of Participation		

Part 3A	PSQ_17	Data Protection	
Part 3A	PSQ_18	Relevant experience and contract examples	
Part 3A	PSQ_19	Experience of sub-Contractor management	
Part 3A	PSQ_21	Health and Safety	
Part 3B	PSQ_30	Modern Slavery Statement	
Part 3B	PSQ_32	Confirmations	
Part 4	SEL1.10	Information Security	
Part 4	SEL1.11- 1.13	System acquisition and information security requirements	
Part 4	SEL2.12	UK General Data Protection Regulation	
Part 4	SEL2.18	Supply Chain Transparency	
Part 4	SEL2.19	Contracts with suppliers from Russia or Belarus	
Part 4	SEL2.20	Non-UK or Non-Treaty state suppliers and subcontracting arrangements	
Part 4	SEL2.21	Subcontracting UK or Treaty based suppliers	
Part 4	FOI1.1 – 1.2	Freedom of Information / EIR / Supplier Assessment Summaries	
Part 4	DEC1.1	Declaration	
	fail criteria, the	of a Bidder failing to meet the requirements of a Mandatory pass / le Contracting Authority reserves the right to Exclude the Bidder ider evaluation of the any of the Conditions of Participation e stage scoring methodology, nor the Award stage scoring	
	methodology	or Mandatory Pass / Fail criteria.	

- 5.3.2. Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.
- 5.3.3. The evaluation model below shall be used for this RFP which will be determined to two decimal places.
- 5.3.4. Questions marked 'for information only' do not contribute to the scoring model.
- 5.3.5. During the evaluation stage, only Bidders who achieve a Pass for all the Mandatory and Discretionary requirements of the Conditions of Participation questionnaire e.g. Excluded or Excludable and PSC (notwithstanding any Debarment status) within the RFP as well as procurement specific questions, will be considered for a contract award. A failure to meet the Conditions of Participation questionnaire requirements depending upon the nature and any such available resolution of the failure, may result in exclusion from the procurement opportunity.
- 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		
Evaluation Envelope	Q No.	Question subject
Part 5	AW1.1	Form of Bid

Part 5	AW1.2	Bid validity period	
Part 5	AW1.3	Certificate of bona fide Bid	
Part 5	AW3.2	Conflict of Interest Declaration	
Part 5	AW3.2.1	Conflict of Interest Declaration and Supporting Information	
Part 5	AW4.1	Compliance to the Contract Terms and Conditions	
Part 5	AW4.2	Changes to Contract Terms	
Part 5	AW4.4	Non-Disclosure Agreement	
Part 5	AW6.1	Compliance to Specification	
Commercial	AW5.3	Firm and Fixed Price	
-	-	Request for Proposal 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 the any of the Conditions of Participation questionnaire stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.		

- 5.4.2. The Award stage of due process shall be marked against the following Award criteria to establish the Most Advantageous Tender(s) (MAT).
- 5.4.3. The evaluation model below shall be used for this RFP which will be determined to two decimal places.
- 5.4.4. Any questions marked 'for information only' do not contribute to the scoring model.
- 5.4.5. 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.

#### Award 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 procurement opportunity of this type.

Evaluation	Q No.	Question subject	Maximum Marks	
Envelope	Q NO.	Question subject	Overall	Breakdown
Commercial	AW5.2	Pricing Schedule	10%	10%
Technical	PROJ1.1	Understanding the Project Environment		10%
Technical	PROJ1.2	Staff to Deliver, Resources and Contract		30%
recillical	PNOJ1.2	Management	90%	
Technical	PROJ1.3	Approach / Methodology – Scenarios		30%
Technical	PROJ1.4	Quality Assurance of Delivery		10%

Technical	PROJ1.5	Social Value – Tackling Economic Inequality MAC2.1	5%
Technical	PROJ1.6	Social Value – Tackling Economic Inequality MAC3.3	5%

#### Award Evaluation of criteria

#### **Non-Commercial Elements**

Each question will be evaluated 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:

Score = {weighting percentage} x {bidder's score} = 20% x 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.
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. As there will be multiple evaluators their individual scores and commentary will be recorded, then a consensus meeting will be convened by the evaluators to determine your score. Note this will include a chairperson or lead and all evaluators are of equal status.

#### **Example**

Evaluator 1 scored your bid as 60 Evaluator 2 scored your bid as 60 Evaluator 3 scored your bid as 40

The convened meeting came to a consensus that the final recorded score to given to your submission against this question should be 60, with the justification and reasons for this score recorded.

Once the consensus process has been finalised, all justifications recorded and all non-priced scores are agreed, this will then be subject to an independent commercial moderation review.

#### 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 x 12.5 = 12.5 Bidder B Score = 50000/80000 x 12.5 = 7.81 Bidder C Score = 50000/100000 x 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 consensus, moderation and due diligence (as appropriate and stated) has been undertaken and has occurred to ratify this position, then results in a tied place re more than one Bidder has attained a total 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 Non Commercial criteria, as this aligns to the PA2023 and its associated regulations that are applicable to this procurement, in order to achieve the Most Advantageous Tender award decision.

#### 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 for both Bidders A&B

The Contracting Authority therefore will make an award decision based upon the Bidder who score the highest on under Non-Commercial criteria in a tied place, as per the example above being that the contract award, is made in the favour of Bidder A who is awarded the Contract(s).

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

## **Commercially Sensitive Bidder Content – Assessment Summaries**

#### Commercial information provided as part of the bidding process

Notwithstanding the Contracting Authorities obligations to comply with the Freedom of Information Act (FOI) and the request for a confirmation of the same as part of your bid submission, contained within this procurement. The Contracting Authority is regulatorily obliged when issuing assessment summaries to issue a copy of the winning Bidders assessment summary to the unsuccessful Bidder(s), along with their own assessment summary as part of due process. Bidders should therefore ensure that they duly highlight this in the FOI exemption form, any and all areas of its bid that any Bidder deems to be commercially sensitive. Bidders shall clearly articulate what is sensitive and provide a commentary and justification for this not to be released, such as grounds that could or would prejudice the legitimate commercial interest of an individual Bidder e.g. a trade secret or unique selling points that would prejudice the Bidders unique system or delivery approach that may contain copyright and or prejudice fair competition between Bidders e.g. future mini competitions under a framework or similar procurement opportunities in the future.

Bidders should note that any claim for blanket confidentiality is naturally discouraged and cannot be accepted by the Contracting Authority, any uncertainties in regard to this area must be formally clarified during the clarification period.

#### Bidders are to note

For absolute clarity if no areas of the bid are highlighted or justified as commercially sensitive as required above, then this will be accepted and understood by the Contracting Authority that the Bidder does not have any commercially sensitive information in its bid and authorises the Contracting Authority to incorporate this information, as relevant to any assessment summary feedback obligations that have to be discharged as part of due process.

#### 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> <li>RFP logged upon opening in alignment with UKSBS's procurement procedures in the eSourcing Portal.</li> <li>Any RFP Bid received after the closing date will be rejected 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> <li>Check debarment question and debarment list for all Bidders, Subcontractors, PSC.</li> </ul>	

<u> </u>	
	<ul> <li>Check all Mandatory / Discretionary grounds and other such requirements are acceptable to the Contracting Authority.</li> <li>Check compliance with the Conditions of participation both via unique identifier number on the CDP and in the Bidders submission.</li> <li>Bids maybe subject to clarification by the Contracting Authority or subject to exclusion and rejection of the Bid, dependent upon the extent or severity of the noncompliance identified and on a case-bycase basis so as to maintain the proper conduct and impartiality of the procurement.</li> </ul>
Conflicts of Interests	The Evaluation team members will have Col re visited by UKSBS prior to being given access to the bids received in the eSourcing Portal.
Scoring of the Bid	The Evaluation team members will each independently score the Bid(s) and will provide a thorough commentary, of their scoring justification against the specific criteria.
Clarifications	<ul> <li>The Evaluation team may possibly require written clarifications to be issued to Bidders submissions, in order to ensure the proper conduct of the evaluation.</li> </ul>
Re - scoring of the Bid and Clarifications	Following Clarification responses, the Evaluation team reserve the right to independently re-score the Bid based upon the formal clarifications and provide a commentary of their re-scoring justification against the Conditions of Participation questionnaire and Award criteria.
Consensus meeting	<ul> <li>To conduct a consensus meeting to agree the Non-Commercial evaluation scores.</li> <li>To ensure that equal treatment of all bids has been done with impartiality.</li> <li>To confirm contents of the Assessment Summaries to provide details of scoring and feedback on the unsuccessful Bidders response in comparison with the successful Bidders Assessment Summary suitably redacted, whilst confirming the winning bidders Assessment Summary content</li> </ul>
Due diligence of the Bid	<ul> <li>The Contracting Authority may (as applicable) request the following from Bidders once initial and perceived award decisions have been made.</li> <li>Confirmation by the Bidder via an insurance provider that cover documents can be in place at the time of contract signature by the Bidder</li> <li>Request for bone fide email / physical evidence of documents / accreditations referenced in the Request for Proposal response Bid and or Clarifications from the Bidder</li> <li>Taking up of Bidder references from the Bidders previous contracted parties</li> <li>Confirmation that the Col statement made remains valid.</li> <li>Confirmation that the Debarment / PSC statement remains valid.</li> <li>Financial Credit check for the Bidder (usually undertaken by UKSBS)</li> </ul>
Validation of unsuccessful Bidders	To undertake a feedback validation of the Bidder Assessment     Summaries for the unsuccessful Bidders bid and the successful     Bidders Assessment Summary content to be provided.  The invest of the Compliant (House executed Bidders Assessment).
Issuing of Bidder Assessment Summaries	The issue of the Supplier / Unsuccessful Bidder Assessment Summaries, so as to advise all bidders of the outcome of the procurement and to start the regulatory standstill period. The

Contracting Authority will also be publishing a Contract Award Notice
on the CDP.

# **Section 6 – Evaluation Response Questionnaires**

# PLEASE NOTE THE QUESTIONS MAY NOT BE NUMBERED SEQUENTIALLY

- 6.1. Technical and Commercial Questionnaire
- 6.2.1 Bidders should note that the procurement specific Technical and Commercial 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 MAY NOT NESSASARILY BE NUMBERED SEQUENTIALLY IF QUESTIONS NOT SPECIFIC TO THE PROCUREMENT ARE REMOVED FROM THE STANDARD OPEN PROCEDURE TEMPLATE

# Section 7 – General information

#### 7.1. Introduction

- 7.1.1. The Contracting Authority wishes to establish a Contract for the provision of Monitoring and Evaluation. The Contracting Authority is managing this procurement process in accordance with the Procurement Act 2023 and the Procurement Regulations 2024 applicable to this procurement procedure (as may be amended from time to time) (the "Regulations"). This is a Services Contract(s) being procured under the Open Procedure.
- 7.1.2. The Contracting Authority is procuring the Contract for its exclusive use.
- 7.1.3. UKSBS and the Contracting Authority logo, trademarks and other identifying marks are proprietary and may not be incorporated in the Companies response without the Contracting Authority's written permission.
- 7.1.4. The Bidder shall indemnify and keep indemnified UKSBS 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(s) of this document.
- 7.1.5. If there is any doubt with regard to any perceived ambiguity of any question or content contained in this questionnaire / procurement documentation, in regard to what is being requested, then PLEASE ASK a formal clarification question, but please ensure that your question is via the formal clarification process in writing to the UKSBS representative nominated. No approach of any kind in connection with this opportunity should be made to any other person within or associated with UKSBS 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 when preparing or submitting any bid(s).
- 7.1.6. It remains the responsibility of all Bidders to keep UKSBS and the Contracting Authority suitably and promptly informed of any matter that may affect continued consideration and evaluation of your bid submission(s) during the evaluation stage up to the contract award signing stage e.g. any Debarment ground status, mandatory or discretionary grounds including any proposed partners, PSC, subcontractors(as applicable) or changes that may impact the proper conduct of the Contracting Authorities evaluation of all bids(s) received.
- 7.1.7. Prior to commencing formal evaluation, Submitted Responses will be checked to ensure that Bidders at that time are not on the Governments debarment list, this includes e.g. PSC etc. within the parameters of the bid submission. This will then lead onto the bids full compliance with the Pass / Fail criteria within the Evaluation model. Non-compliant Submitted Responses may be excluded for consideration of award dependent upon the factors that are established 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 <a href="Section 5">Section 5</a>.
- 7.1.8. 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

- 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.
- 7.1.9. 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.
- 7.1.10. The Services covered by this procurement exercise have NOT been sub-divided into Lots.
- 7.1.11. The Contracting Authority shall utilise the eSourcing Portal available at <a href="https://beisgroup.ukp.app.jaggaer.com/">https://beisgroup.ukp.app.jaggaer.com/</a> 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 eSourcing Portal.

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

Phone 08000 698 632

Email customersupport@jaggaer.com

Please note; the eSourcing Portal is a free self-registration portal. Bidders can complete the online registration at the following link: <a href="https://beisgroup.ukp.app.jaggaer.com/">https://beisgroup.ukp.app.jaggaer.com/</a>

- 7.1.12. Please utilise the messaging system within the eSourcing Portal located at <a href="https://beisgroup.ukp.app.jaggaer.com/">https://beisgroup.ukp.app.jaggaer.com/</a> within the timescales detailed in <a href="Section 3">Section 3</a>. 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 eSourcing Portal.
- 7.1.13. Bidders should that they read this document, and all attachment, messages and the response envelopes located within the eSourcing Portal 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 and exclusion of the bid Response. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the Services and contractual obligations. These instructions constitute the Conditions of Participation and Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions as part of the bidding process.
- 7.1.14. All material issued in connection with this RFP shall remain the property of the Contracting Authority 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.
- 7.1.15. The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abide by the terms of these instructions and the Conditions of Participation and Conditions of Response.

- 7.1.16. The Bidder shall not make contact with any other employee, agent or consultant of UKSBS or the Contracting Authority or Customer who are in any way connected with this procurement during the period of this procurement, unless formally instructed otherwise by the Contracting Authority.
- 7.1.17. The Contracting Authority shall not be committed to any course of action as a result of:
  - 7.1.17.1. issuing this RFP or any invitation to participate in this procurement;
  - 7.1.17.2. an invitation to submit any Response in respect of this procurement;
  - 7.1.17.3. communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement; or
  - 7.1.17.4. any other communication between UKSBS or the Contracting Authority (whether directly or by its agents or representatives) and any other party.
- 7.1.18. 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 the Services for which Responses are invited.
- 7.1.19. 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. The Contracting Authority will suitably discharge its notices obligations in regard to any changes or Termination.
- 7.1.20. 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, as part of its evaluation or scores apportioned.
- 7.1.21. 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 Conditions of Participation 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 the Regulations applicable to this procurement opportunity. 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 Conditions of Participation questionnaire 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
  - 7.3.2.4. Any such disclosure if the procedure is run under the requirement of a Non-Disclosure Agreement or Contract, shall not be undertaken until such time as the recipient has signed and agreed to this same obligation and terms.
- 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. UKSBS 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. UKSBS 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. The Government revised its Government Security Classifications (GSC) classification scheme on the 2<sup>nd of</sup> April 2014 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 procurement 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.

#### **USEFUL INFORMATION LINKS**

- Find high value contracts in the public sector GOV.UK
- Equalities Act introduction
- Bribery Act introduction
- Freedom of information Act

#### 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 'FolA') and the Environmental Information Regulations 2004 (the 'EIR') (each as amended from time to time), UKSBS 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 shall complete the Freedom of Information declaration question defined in the Question FOI1.2 and identify such material and the justification of the sensitivity. This information is required to allow the Contracting Authority to complete and issue assessment summaries once an award decision(s) have been made, see also additional information and guidance in this documentation in regard to commercially sensitive information.
- 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 CDP via the internet 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(s) once the procurement is complete (as applicable by the regulations). By submitting a response to this RFP Bidders are agreeing that their participation and contents of their Response may be made public, with due consideration by the Contracting Authority to commercially sensitive information declarations made under the template provided.

# 7.5. Response Validity

7.5.1. Your Response should remain open for consideration for a minimum period of 90 days. A Response valid for a shorter period will 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 UKSBS or the Contracting Authority, all communications from Bidders (including their subcontractors, consortium members, consultants, and advisers) during the period of this procurement must be directed through the eSourcing Portal to the designated UKSBS contact.
- 7.7.2. 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 eSourcing 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 the Bid Response and further consideration for the procurement opportunity.

## 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 Conditions of Participation questionnaire and Conditions of Response to allow the Contracting Authority to undertake the evaluation process. Under no circumstances will UKSBS 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, supply chain or third parties in this preparation or process.

- 7.8.2. Bidders are required to complete and provide all information required by the Contracting Authority in accordance with the Conditions of Participation and Conditions of Response and the RFP. Failure to comply with the Conditions and the RFP may lead the Contracting Authority to exclude a bidders 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 via a formal clarification.
- 7.8.5. Bidders must ensure that each response to a question is within any specified page limit. Any responses with pages in excess of the page limit will only be consider up to the point where they meet the page limit, any additional pages beyond the volume defined in the page limit will not be considered by the evaluation panel as part of the evaluation and scoring process.
- 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 process.

# 7.9. Submission of Responses

- 7.9.1. The Response must be submitted as instructed in this document through the esourcing 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 <u>Section 3</u>.
- 7.9.3. Any extension to the RFP response period will apply to all Bidders and will be covered in a published notice.
- 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 being rejected and not being considered further in the evaluation process.
- 7.9.5. 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, unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority. Responses received by any other method than requested will not be considered for the opportunity.
- 7.9.8. Responses will be submitted any time up to the date indicated in <u>Section 3</u>. 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 <u>Section 3</u> shall not be considered by the Contracting Authority, unless the Bidder can justify that the reason for the delay is solely attributable to the Contracting Authority
  - 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 mailto: the Buyer in Section 3 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 exclude 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.
- 7.9.10. Do not seek changes to the Bid after responses have been submitted and the deadline (date and time) for receipt of responses has passed.

# 7.10. Canvassing

7.10.1. Any Bidder who directly or indirectly canvasses any employee, or agent of UKSBS, the Contracting Authority, or its members 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 UKSBS, the Contracting Authority, 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 following receipt of the RFP should make their own investigations and their own independent assessment of the Contracting Authority and its requirements for the 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 UKSBS, or the Contracting Authority 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 and not considered further for this opportunity.

## 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 7 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 eSourcing Portal unless the eSourcing Portal is unavailable due to system maintenance or failure, in this instance all clarifications shall be by email to the contact defined in <a href="Section 3">Section 3</a>.
- 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 eSourcing Portal they should use the contact details defined in Section 3.
- 7.15.4. No further requests for clarifications will be accepted after 7 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 a Bidders commercial interest.
- 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 and will duly update notices.
- 7.17. Modification and withdrawal

- 7.17.1. Bidders may modify their Response where allowable within the eSourcing Portal. No Response may be modified after the deadline for submission of Responses.
- 7.17.2. Bidders may withdraw their Response at any time prior to the deadline for submission of Responses. The notice to withdraw the Response must be in writing and communicated to the procurement lead or team as identified by contact details within this document.
- 7.18. Right to exclude (notwithstanding as referred elsewhere in the RFP)
- 7.18.1. The Contracting Authority reserves the right to exclude a Bidder where
  - 7.18.1.1. the Bidder fails to comply fully with the requirements of this RFP or procurement and 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 Conditions of Participation questionnaire and/or Award stage / 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. may require the Bidder to clarify its Response in writing and/or provide additional information. Failure to respond adequately may result in the Bidder being excluded for any award.
- 7.20. Notification of award
- 7.20.1. The Contracting Authority will notify the successful Bidder(s) of the Contract award formally and will publish a Contract Award Notice on the CDP and other such notices in accordance with the Regulations associated with this procurement.
- 7.20.2. As required by the Regulations associated with this procurement all successful and unsuccessful Bidders will be notified of the award decision(s) made and provided with Bidder assessment summaries, as applicable to the outcome of this procurement with regards to your bid(s) response.

# What makes a good bid - some simple do's ©

### DO:

- 8.1. Do read thoroughly and ensure comply with the procurement document instructions and outcomes sought when participating in this procurement opportunity. Any failure to do so may lead to your bid being deemed as non-compliant and or being rejected.
- 8.2. Do provide the Bid on time, complete and in the required format. Remember that the date/time given for a bid response is the last date that it can be accepted; we are regulatorily bound to Exclude late submissions. Responses received after the date indicated in the RFP shall not be considered by the Contracting Authority, unless the Bidder can justify that the reason for the delay, is solely attributable to the Contracting Authority or due to an outage in the eSourcing Portal, an alternative way to submit bids has been formally advised by the Contracting Authority.
- 8.3. Do ensure you have read all the training materials to utilise eSourcing Portal prior to responding to this Bid. If you send your Bid by email or post unless instructed formally to do so by the Contracting Authority, then it will be rejected.
- 8.4. 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.
- 8.5. Do ensure you utilise the eSourcing Portal messaging system to raise any clarifications to the RFP. 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.
- 8.6. Do ensure you utilise and engage the eSourcing Portal helpline and assistance, if you are unsure or are having difficulties utilising the eSourcing Portal for registration and to be able to submit a bid. Do not contact the Buyer in regard to how to utilise the system, the eSourcing Portal provider has dedicated experts and is responsible for assisting all Bidders to use the system effectively, in its performance and service provision of the eSourcing Portal.
- 8.7. Do ensure that you allow a sufficiency of time to register on the CDP 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.
- 8.8. Do answer the questions fully, it is not enough simply to cross-reference to a 'policy', web page or another part of your Bid (unless the question specifically requests and allows you to do so) the evaluation team have timeline to assess all bids and if they can't find the answer, they are unable to score it.
- 8.9. Do seriously consider who the Contracting Authority is and what they want as an outcome of the procurement, a generic answer does not necessarily meet every

- Contracting Authority's needs. If you are in any doubt or unsure about any aspect of the procurement, then please ensure that you utilise the assistive clarification process provided.
- 8.10. Do reference your documents correctly, specifically where supporting documentation is requested e.g. referencing the specific question(s) they apply to.
- 8.11. Do provide clear, concise, and ideally generic contact details; telephone numbers, emails and as applicable details, so as this provides a contingency for bidding during holidays and potential staff absence e.g. sickness.
- 8.12. Do complete all questions in the Conditions of Participation questionnaire both via the registration steps on the CDP, as well as any RFP procurement specific questions and uploaded document requirement questions under this procurement or this may result in the rejection of your Bid.
- 8.13. 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.
- 8.14. Do check and recheck your Bid before uploading this to the eSourcing Portal and ensure that your bid has been uploaded complete and correctly.
- 8.15. 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.
- 8.16. Do keep the Contracting Authority aware in any changes that may have an impact upon your bid submission (including other parties associated and relied upon within your bid e.g. sub-contractors proposed) and the proper conduct of the procurement, such as but not limited to Debarment status / PSC/ Financial and Technical matters.
- 8.17. Do make sure that your organisation is registered on the CDP so as you are able to provide your bid and any other unique identifier number if this is relevant to your submission.

# What makes a good bid - some simple do not's 🙁

#### DO NOT

- 8.18. Do not just cut and paste from a previous document and forget to change the previous details relevant to this procurement or leave in such things as the previous Contracting Authorities name.
- 8.19. 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.
- 8.20. Do not share the Procurement documents, they may be confidential or potentially sensitive in nature to the Contracting Authority 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.
- 8.21. 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 the formal Buyer communications via the eSourcing Portal shall have no Legal standing or worth and should not be relied upon when submitting your bid submission.
- 8.22. Do not contact any UKSBS, Contracting Authority or third-party staff associated with the procurement without the Buyers written permission or we may exclude your Bid.
- 8.23. Do not collude to fix or adjust the price or withdraw your Bid with another Party as we will exclude your Bid.
- 8.24. Do not offer UKSBS or the Contracting Authority staff any inducement or we will exclude your Bid.
- 8.25. Do not provide if requested to do so or seek to provide 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.
- 8.26. Do not cross reference answers to external websites (unless the question specifically allows you to do so) or other parts of your Bid, the cross references and website links will not be considered during the evaluation process.
- 8.27. Do not exceed page limits, the additional pages will not be considered during the evaluation process.
- 8.28. Do not make your Bid conditional on acceptance of your own Terms of Contract, as your Bid may be rejected, as defined within the procurement documentation.
- 8.29. 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 bid response by any way other than via the eSourcing Portal. Responses received by any other method than requested, will not be considered as received compliantly and will be rejected.

- 8.30. 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 Governments Debarment list, nor contains a PSC that will not be acceptable to the Contracting Authority.
- 8.31. 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.

# Some additional Bidder guidance

9.1. 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

9.2. 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/

9.3. All enquiries with respect to access to the CDP and problems with functionality within the portal must be submitted to Digital Platform Team / Helpdesk not the Contracting Authority to resolve.

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

<u>Find high value contracts in the public sector - GOV.UK</u> (Governments Central Digital Platform)

- 9.4. 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.
- 9.5. Question numbering is not always sequential and all questions which require submission are included in the procurement documents in excess of the CDP.
- 9.6. Any Contract offered may not guarantee any volume of work or any exclusivity of supply.
- 9.7. We do not guarantee to award any Contract as a result of this procurement
- 9.8. All documents issued or received in relation to this procurement shall be the property of the Contracting Authority / UKSBS.
- 9.9. 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.
- 9.10. If you are a SPV, Consortium, Partnership you must provide details of the organisational structure and complete details, as required within the CDP.
- 9.11. Bidders will be expected to comply with the Freedom of Information Act 2000, or your Bid will be rejected.
- 9.12. Bidders should note the Government's transparency agenda requires your information and any Contract (as applicable) entered into to be published on a designated, publicly searchable web site. By submitting a response to this RFP Bidders are agreeing that their Bid and any Contract may be made public

- 9.13. Your bid will be valid for 90 days or your Bid will be rejected.
- 9.14. 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.
- 9.15. 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.
- 9.16. If you fail mandatory pass / fail criteria this may result in the exclusion of your bid dependent upon the specific question and or circumstances.
- 9.17. Bidders are required to use IE8, IE9, Chrome or Firefox in order to access the functionality of the eSourcing Portal.
- 9.18. 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 the Contracting Authority may decline to proceed with the award of the Contract to the successful Bidder.
- 9.19. 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.
- 9.20. 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.
- 9.21. 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 RFP consent to these terms as part of the competition process.
- 9.22. The Government revised its Government Security Classifications (GSC) classification scheme on the 5th 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

9.23. 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.

#### 9.24. USEFUL INFORMATION LINKS

Equalities Act introduction
Bribery Act introduction
Freedom of information Act

- 9.25. Unless stated otherwise in these Instructions or in writing from UKSBS or the Contracting Authority, all communications from Bidders (including their subcontractors, consortium members, consultants, and advisers) during the period of this procurement must be directed through the eSourcing tool to the designated UKSBS contact.
- 9.26. 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 exclusion of your Bid.

# Appendix A – Glossary of Terms

TERM	MEANING
"Bid", "Response", "Submitted Bid ", or "RFP Response"	means the Bidders formal offer in response to this Request for Proposal.
"Bidder(s)"	means the organisation(s) responding to this Request for Proposal.
"Bidders Assessment Summaries"	Means the feedback defined as Supplier Assessment Summaries in the PA 2023
"Buyer"	means the person in UKSBS who is responsible for conducting the procurement fo and on behalf of the Contracting Authority.
"Central Purchasing Body"	means a duly constituted public sector organisation which procures Goods and or Services for and on behalf of Contracting Authorities.
	means the new PA 2023 (replacing the old public procurement regime regulations) both on line via the CDP platform for parts 1&2 and part 3 via the eSourcing Portal.
"Conditions of Participation or Conditions of Response"	means the requirements set out to be met by Bidders in accordance with the Contracting Authority requests for information, during the Conditions of Participation and the conditions surounding the application of the evaluation criteria up to contract award stage (as applicable unless otherwise stated) as set out in this RFP relating to the Bidders submission for consideration by the Contracting Authority.
"Central Digital Platform or CDP"	means the Goverments new Central Digital Platform for all procurements (as applicable) competed under the new PA 2023 that all Bidders must sucessfully register on as applicable to each procurement dependant upon the organisational structure.
"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 CDP. Procurement documents and Notice
"Contracting Authority"	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.
"Customer"	means the legal entity (or entities) for which any Contract agreed will be made accessable to, in excess of the Contracting Authority.
"Debarment"	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.
"Due Diligence Information"	the Contracting Authority may *request the following requirements at the award decision stage of the Procurement: <ul> <li>Submission of insurance documents from the Bidder</li> </ul>

	<ul> <li>Request for evidence of documents / accreditations referenced in the / Invitation to Quote response / Bid and / or Clarifications from the Bidder</li> <li>Taking up of Bidder references from the Bidders Customers.</li> <li>Financial Credit check for the Bidder (*carried out by UKSBS not requested from the bidder)</li> </ul>
"EIR"	mean the Environmental Information Regulations 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.
"eSourcing Portal"	means the online system that all potential Bidders must register on prior to registering an interest in a procurement opportunity and ultimately to provide a bid submission via.
"Excludable supplier"	means a Bidder is an 'excludable supplier' where the contracting authority considers, firstly, that a <b>discretionary exclusion</b> ground applies to the supplier or an associated person and, secondly, that the circumstances giving rise to the exclusion ground are continuing or likely to occur again. A supplier will also be an excludable supplier where a Minister of the Crown has already determined this – i.e. where the supplier or an associated person is on the debarment list because of a discretionary exclusion ground.
"Excluded supplier"	means a Bidder is an 'excluded supplier' where the contracting authority considers, firstly, that a <b>mandatory exclusion</b> ground applies to the supplier or an associated person and, secondly, that the circumstances giving rise to the exclusion ground are continuing or likely to occur again. A supplier will also be an excluded supplier where a Minister of the Crown has already determined this – i.e., where the supplier or an associated person is already on the debarment list because of a mandatory exclusion ground.
"FolA"	means the Freedom of Information Act 2000 (as amended from time to time) 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.
"Goods / Services "	means any Goods and or Services set out at within Section 4 Specification
"Mandatory"	means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
"Named Procurement	means the single point of contact for the Contracting Authority
person "	based in UKSBS that will be dealing with the procurement means an order served by any Contracting Body on the
"Order"	Supplier (as applicable).
"PA2023"	means the Procurement Act 2023 and its associated Statutory Instruments that apply to this procedure, e.g. The Procurement Regulations 2024.
"Procurement Documents"	Means the documentation and information that is provided to all Bidders so as to provide a bid(s) against the procurement opportunity.
"PSC"	means Persons of Significant Control asscociated with your bid submission.

"Reserved rights"	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.
"Supplier(s)"	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 oppertunities after an award decision(s) have been reached, the Bidder(s) / organisation(s) who have been awarded the Contract(s) then become a Supplier.
"Tender exercise"	means the activities and implications surounding the procurement, in the GDPR aspects section of the procurement documents.
"UKSBS"	means UK Shared Business Services Ltd herein after referred to as UKSBS.
"Unique Identifier"	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 CDP 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 the CDP.