INVITATION

TO

TENDER (ITT)

VOLUME 1: INSTRUCTIONS (Below Threshold Services)

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INTRODUCTION

1. About the FCDO

Information about the FCDO can be found at <u>Foreign, Commonwealth & Development</u> Office - GOV.UK (www.gov.uk).

Administrative arrangement

The study would be supported through The Evidence Fund, an FCDO programme intended to support a broad spectrum of FCDO's evidence needs to inform policy and programming decisions. The expected impact of the programme is to help develop evidence-informed policies, programmes and practices which contribute to development outcomes.

In 2023, FCDO appointed PwC and Integrity as Fund Manager (FM) to oversee and manage the Evidence Fund. The Fund Manager's primary responsibility is to manage procurement competitions for research and evaluation projects and conduct due diligence assessments on prospective sub- contracted Research Pool providers, where relevant.

The Foreign, Commonwealth & Development Office (FCDO) is the sole contracting authority for all projects funded through the Evidence Fund. The FCDO holds full responsibility for issuing contracts and managing all contract and project management activities throughout the lifecycle of each project. The Fund Manager's role is limited to pre-contracting activities and does not extend to contract execution or post-award management.

2. Short Description of Services being Procured

This study aims to generate and synthesise evidence of pathways to clean energy transition in Uganda and the role that UK programmes have played in this (e.g. MECS, TEA). The design of the study is expected to use these findings to generate recommendations for future UK work to strengthen policy coherence and inform future scale-up and investment.

The FCDO expects the project to start in January 2026, with completion by the end of April 2026. All proposal submission must be received by **16 January 2026**, **23:59 East Africa Time (EAT)**. For any Clarification Questions (CQs), the deadline for submission is by **9 January 2026**, **23:59 EAT**, and responses will be provided by **12 January 2026**.

3. Structure of ITT Pack

The Invitation to Tender (ITT) Pack consists of a Covering email and 7 Volumes as detailed below:

Volume 1 - ITT Instructions and Evaluation Criteria

Volume 2 - Terms of Reference

Volume 3 - Application Form

Volume 4 - Commercial Pro Formas

Volume 5.1 - Contract Section 1: Form of Contract

Volume 5.2 – Contract Section 2: Standard Terms and Conditions

Volume 5.3 - Contract Section 3: Terms of Reference

Volume 5.4 – Contract Section 4: Special Conditions

Volume 5.5 – Contract Section 5: Schedule of Prices

Volume 6 - Conflict of Interest & Safeguarding Policy

Volume 7 - Letter and declaration to accompany tenders

Any additional documents apart from those mentioned above, will be listed in the Covering email.

4. Tender Acceptability / Invitation to Tender (ITT)

The purpose of this ITT Pack is to provide Suppliers with details of the procurement, how FCDO will conduct this procurement process and to ensure that Tenders are given equal consideration. It is essential you provide information in the format requested. The ITT Instructions (Volume 1) should be read in conjunction with the Scoring Methodology and Evaluation Criteria and the Terms of Reference (ITT Volume 2) and any additional information provided. Tenders must be submitted in accordance with these instructions. Failure to comply with this ITT Pack, in particular to:

- provide the information requested by FCDO;
- provide a satisfactory response to every question; and
- supply documentation referred to in responses,
- within the specified timescale,

will be deemed non-compliant and may result in a Tender being rejected by FCDO, whose decision in the matter shall be final and conclusive.

No statements made by the FCDO, whether express or implied, during this procurement process are intended to form any contractual relationship between the parties unless and until a contract is awarded and signed by the parties.

Any Contract awarded will be based on Volume 5.2: Standard Terms and Conditions

ELIGIBILITY TO SUBMIT A TENDER

5. Untying Aid

UK Official Development Assistance has been fully untied allowing suppliers from anywhere in the world to tender for FCDO contracts. Further information about FCDO can be found on the FCDO website Procurement at FCDO - Foreign, Commonwealth & Development Office - GOV.UK (www.gov.uk)

6. Corporate Social Responsibility

FCDO wishes to work with suppliers who embrace the above values, and also demonstrate Corporate Social Responsibility (CSR) by taking account of economic, social and environmental factors. These practices, whether operated locally, regionally or internationally, should also comply with International Labour Organisation (ILO) core standards on labour and social matters.

7. Security Clearance

If the contract requires the provision of personnel to work in a FCDO office or have access to FCDO IT systems, the successful Tenderer must ensure that related personnel are cleared to the minimum Baseline Security Standard. Government baseline personnel security standard - GOV.UK (www.gov.uk)

FCDO will provide a copy of the required forms to the successful Tenderer only, prior to award of contract.

8. Duty of Care

All Supplier Personnel (including their employees, sub-contractors or agents) who provide services under a FCDO contract will come under the Duty of Care of the lead Supplier named in that FCDO contract. The lead supplier is responsible for the safety and well-being of their Personnel and any Third Parties affected by their activities, including appropriate security arrangements. The Supplier will also be responsible for the provision of suitable security arrangements for their domestic and business property.

Suppliers must comply with the general responsibilities and duties under relevant health and safety law including appropriate risk assessments, adequate information, instruction, training and supervision, and appropriate emergency procedures. These responsibilities must be applied in the context of the specific requirements the Supplier has been contracted to deliver (if successful in being awarded the contract).

INSTRUCTIONS FOR SUBMITTING A TENDER

9. Supplier Contact Point

Tenderers must provide a single point of contact in their organisation for all correspondence relating to this Competition.

10. Format Requirements of Your Tender

Your Tender should be submitted in English and be set out in 3 main parts (A, B, & C) along with the letter and declaration to accompany tenders (Volume 8), as outlined below.

1. Letter and Declaration to accompany Tenders (Volume 7)

2. Part A – Application

- Volume 3 Application Forms A, B, C, D, & E on Organisational Profile, Key Declarations and Compliance Documentation.

3. Part B - Technical

 Volume 3 Application Form F on Technical Ability including previous experience, Proposed Methodology, and Names & CVs (showing previous experience) of proposed personnel and a table of Personnel Inputs (person days).

4. Part C - Commercial

- All prices must be for the duration of the contract and priced in Sterling, using the Commercial Proformas provided in Volume 4, and should be

submitted identically in both PDF and Excel formats.

- Please note that Government Policy places the burden of exchange rate fluctuations on the supplier, who will be expected to absorb the impact of these within and across the contract.
- A submitted budget must cover the full period of any contract.
 FCDO reserves the right to clarify with you any of the information provided in your Tender.

11. Digital Spend

The Government Digital Service (GDS), on behalf of Cabinet Office, monitors all digital spend across government. FCDO is required to report all such spend and show that what with have approved meets <u>G</u>DS we the (https://www.gov.uk/guidance/government-design-principles) and is good value for money. Our planned digital activity should also be in line with the FCDO Digital Development Strategy (DDS 2024-2030) https://www.gov.uk/government/publications/digital-development-strategy-2024-to-2030

Digital applies to any external facing service delivered through the internet to citizens, businesses, civil society or non-governmental organisations. This includes but is not limited to information services, websites, transactional services, web applications, mobile apps and extranets.

Suppliers must clearly outline within the commercial proposals costs which fall within this criterion. You must also confirm that this adheres to the GDS principles. Approval must be given from FCDD's Digital Panel before any spend can be included within the contract, regardless of value.

12. Government Tax

Tenderers are responsible for establishing the status of this Requirement for the purpose of any government tax in the UK or Overseas. Any applicable taxes must be shown in the Commercial Pro Forma 4 (ITT Volume 4).

13. Nominated Personnel

You must:

- a) Confirm that all necessary personnel will be available to provide the required services for the duration of the contract.
- b) Give the name of their employer, clearly state if self-employed or if any of the personnel is not a member of the Tenderer's staff.
- c) If nominating a member of FCDO staff who is in service, or on leave of absence, or has been a staff member of FCDO, the individual should obtain prior written agreement from FCDO's Human Resources Department where applicable under the Business Appointment Rules. Foreign & Commonwealth Office: business appointment rules GOV.UK (www.gov.uk) A copy of this agreement must be provided to the Contract Officer.
- d) If nominating an ex-UK Crown Servant under the Business Appointment Rules, <u>Business appointment rules for Crown servants GOV.UK (www.gov.uk)</u>.

14. Conditions of Tender and Rejection of Non-Compliant Tenders

The instructions contained in this ITT Pack constitute the "Conditions of Tender". The tenderer confirms their acceptance of these Conditions of Tender by participating in the Tender process. Non-compliant Tenders may be rejected by FCDO.

15. Letter and Declaration to Accompany Tenders

Your Tender must be accompanied by a letter (at Volume 7) on Company headed paper which should:

- show the full registered and trading name(s), trading and registered office address of the Potential Supplier and, in the case of a Company, the place of incorporation.
- be signed by a person of suitable authority to commit the Potential Supplier to a binding contract.
- contain the original signed version of this Letter (at Annex 1) should be scanned and included within your Tender.
- quote the ITT Title, (as provided on the ITT Covering Letter) and include the declarations in Annex 1 within the letter.

16. Submission of Tenders

Your tender must be submitted electronically only. This should be submitted in PDF format in four Electronic Files by email as follows:

- 1. Letter and Declaration to Accompany Tenders (Volume 7)
- 2. Part A Application (to include Forms A, B, C, D & E from Volume 3)
- 3. Part B Technical (to include Form F from Volume 3)
- 4. Part C Commercial (Volume 4, submitted identically in both PDF and Excel formats)

Electronic File size per submission, must not exceed 10MB.

Tenders must be sent to the e-mail address of the Procurement Manager as detailed in the ITT Covering email. The Tender covering e-mail must state the following:

- ITT Title
- Due Date of Tender
- Name of Tenderer

The Tender must be received by the due date and time indicated in the ITT Covering email. Late Tenders will not be accepted in any circumstances.

17. Conflict of Interest

Tenderers must disclose in their Tender any circumstances, including personal, financial and business activities that will, or might, give rise to a conflict of interest by taking part in this competition or if awarded the contract. This also applies to any sub-contractors proposed by the Tenderer. Where Tenderers identify any potential conflicts, they should state how they intend to avoid such conflicts. FCDO reserves the right to reject any Tender which, in FCDO's opinion, gives rise, or could potentially give rise to, a conflict of interest.

18. Disclosures

Throughout the competition and until the point where the Contract is signed, the Tenderer must disclose:

- a) If they or any of the Tenderer's sub-contractors:
 - are or have been the subject of any proceedings or other arrangements relating to bankruptcy, insolvency or financial standing.
 - has been convicted of any offence concerning professional misconduct.
 - has not fulfilled any obligations relating to the payment of social security contributions.
- b) If they or any of the Tenderer's sub-contractors have been convicted of, or are the subject of any proceedings, relating to:
 - participation in criminal organisation.
 - corruption including the offence of bribery.
 - fraud including theft, and not fulfilling any obligations relating to payment of taxes.
 - money laundering.
- c) If they or any of the Tenderer's sub-contractors are, or have reason to believe that they may have been, or are subject of any proceedings, that may be listed by the World Bank in its 'Listings of Ineligible Firms' or "Listings of Firms, Letters of Reprimand' posted at http://www.worldbank.org@" or on any similar list maintained by any other donor of development funding, or any contracting authority.

Disclosure extends to any company in the same group of the Tenderer (including but not limited to parent, subsidiary and sister companies, and companies with common shareholders whether direct or indirect and parties with whom the Tenderer is associated in respect of this Tender).

Where any misconduct or complaint is disclosed or should have been disclosed this may impact on the Tenderers tender. FCDO will assess whether the Tenderer should be excluded from this ITT.

19. Distribution of Tenders and Freedom of Information

FCDO may disclose Tender information to its officers, employees, agents or partners for the purposes of conducting this competitive exercise and subsequent contract management.

In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA'), FCDO may (acting in accordance with the Secretary of State's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the said Act, or the EIR) be required to disclose information submitted by the Tenderer to FCDO. Further information is available at https://www.gov.uk/make-a-freedom-of-information-request/the-freedom-of-information-act

In respect of any information submitted by a Tenderer that it considers to be commercially sensitive, the Tenderer should:

- clearly identify such information as commercially sensitive;
- · explain the potential implications of disclosure of such information; and
- provide an estimate of the period during which the Tenderer believes that such information will remain commercially sensitive.

Where a Tenderer identifies information as commercially sensitive, FCDO will endeavor to maintain confidentiality of such information. Tenderers should note, however, that, even where information is identified as commercially sensitive, FCDO may be required to disclose such information in accordance with the FoIA or the EIR. FCDO is required to form an independent judgement whether the info is exempt from disclosure under the FoIA or the EIR and whether the public interest favors disclosure or not. Accordingly, FCDO cannot guarantee that any information marked 'confidential' or 'commercially sensitive' will not be disclosed.

Where a Tenderer receives a request for information in relation to the competition process under FoIA or the EIR during the competition, this should be immediately passed on to FCDO and the Tenderer should not attempt to answer the request without first consulting with FCDO.

20. Collusive Behavior

Any Tenderer who:

- a) fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or
- communicates to any party other than FCDO or, the amount or approximate amount of its proposed Tender 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 Tender or insurance or any necessary security); or
- c) enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender; or
- d) enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or
- e) offers or agrees to pay or give or does pay or give any sum 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 Tender or proposed Tender, any act or omission, shall (without prejudice to any other civil remedies available to FCDO and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified.

21. Exclusivity Agreements

In compiling your tender, the use of restrictive exclusivity agreements is not permitted. Such agreements imposed on sub-contractors are anti-competitive; restrict supply markets and; can be interpreted by small suppliers as bullying or intimidation. While FCDO recognise lead, organisations may seek to take non-restrictive steps to require that the specific content of their tender or contract cannot be disclosed to third parties; we do not accept that potential partners cannot provide their own knowledge and expertise with

more than one organisation where they chose to do so.

Any Potential Supplier who:

- enters into any exclusivity agreement or arrangement that limits or restricts the ability of the sub-contractor to contract directly with FCDO, a Replacement Supplier, or with any other organisation where they chose to,

shall be deemed non-compliant with these Invitation to Tender instructions, and the Standard Terms and Conditions Clause 7.8.3, and be disqualified from participation in this Procurement Process.

22. Sustainable Development

FCDO endorses UK Government policy on sustainable development produced by the Department for Environment, Food and Rural Affairs (<u>Encouraging businesses to manage</u> their impact on the environment - Policies - Inside Government - GOV.UK)

FCDO principles and approaches are covered in more detail in the 'Our procurement policies and initiatives' section on the FCDO website (<u>Procurement at FCDO - Foreign, Commonwealth & Development Office - GOV.UK (www.gov.uk)</u>)

23. Confidentiality

All material issued relating to this ITT shall remain the property of FCDO and shall be used only for this procurement exercise. All material and information provided shall be either returned to FCDO or securely destroyed by unsuccessful Tenderer's after the conclusion of the procurement exercise.

The contents of this ITT are being made available by FCDO on conditions:

- a) Tenderers shall at all times treat the contents of the ITT and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
- **b)** Tenderers shall not disclose copy, reproduce, distribute or pass any information supplied as part of this procurement process to any other person at any time or allow any of these things to happen;
- c) Tenderers shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender; and
- **d)** Tenderers shall not undertake any publicity activity in connection with this ITT within any section of the media.
- e) Tenderers should not disclose or make available to the press, or in any other way make public, any information in respect of this ITT without the express written permission of FCDO.

Tenderers may disclose, distribute or pass any of the information to the Tenderer's advisers, sub-contractors or to another person provided that either:

- a) This is done for the sole purpose of enabling a Tender 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 Tenderer; or
- **b)** The Tenderer obtains the prior written consent of FCDO in relation to such disclosure, distribution or passing of information; or

- **c)** The disclosure is made for the sole purpose of obtaining legal advice in relation to the procurement
- d) or the Tenderer is legally required to make such a disclosure.

In this section the definition of 'person' includes but is not limited to any natural or juristic person, firm, body or association, corporate or incorporate.

24. GDPR

The data protection legislation aims to protect the privacy of all UK citizens and prevent data breaches. It will apply to any public or private organisation processing personal data.

The GDPR applies to data processing carried out by organisations operating within the UK, including any data processing by those organisations that may happen outside the UK.

25. Right to Cancel, Clarify or Vary the Process

FCDO reserves the right to amend, add to or withdraw all or any part of this ITT at any time during the procurement exercise.

26. Costs of the ITT

Tenderers will remain responsible for all costs and expenses incurred by them, their staff, and their advisors or by any third party acting under their instructions in connection with this ITT. This will be regardless of whether such costs arise as a result of any direct or indirect amendments made to this ITT by FCDO at any time. For the avoidance of doubt, FCDO shall bear no liability whatsoever to Respondents for the costs of any amendments, changes, discussions or communications in respect of this ITT.

If none of the Tenders submitted in response to this ITT are considered satisfactory, FCDO reserves the right to consider alternative procurement options or not to award a contract. FCDO will not bear any costs in respect of any abortive effort should no contract be awarded

SCORING METHODOLOGY AND EVALUATION CRITERIA

27. Technical Evaluation

The Technical Evaluation places emphasis on the degree of confidence the Evaluation Team have in the Tender content and the Tenderer's capability to deliver the outputs effectively.

28. Technical Scoring Methodology

The Evaluation Team will score each bidder as per the following scoring methodology to the Technical Criteria:

Criteria	Description	Max Score
Strengths of the organisation and	This includes experience and ability of the bidding organisation / consortium to	10

capacity to undertake the work	undertake research on the subject matter and given geographical context. This may include access to knowledge sources (databases and journals) relevant to the research question retrieving information.	
Skills and work experience of proposed study team	This includes skills of the proposed team, in particular the team leader and other key team members in undertaking research on the subject matter and given geographical context. This may include assessment of the relevant publications and other research experience.	30
Understanding of the TOR and proposed research methodology	This includes understanding of issues in the TOR, use of appropriate methodology to answer the research question(s), and specific considerations for undertaking the research.	30
Strength of the proposed workplan	This includes the feasibility of the proposed workplan, and evidence of the ability to mobilise key experts and team members at short notice to meet research timelines.	10
Max Score		80

Based on the above scoring criteria, each bidder will be awarded a technical score out of the total score of 80 as part of the technical evaluation.

29. Commercial Evaluation

The commercial evaluation team will apply the following mathematical formulas to calculate the commercial scores:

Total cost:



30. Evaluation Criteria

The Evaluation Criteria and Weightings that will be applied to this ITT are detailed in the 'Main Criteria' table below.

Main criteria	Weighting	Score
Technical Evaluation Criteria - Scored	80%	
Commercial Evaluation Criteria - Scored	20%	
Total score	100%	