

Request for Proposal



Department for Science, Innovation & Technology

**Request for Proposal (RFP) on behalf of the Department for
Science, Innovation & Technology (DSIT) – Office for Life science
(OLS)**

**Subject: The Provision of an Annual Bioscience and Health
Technology Life Sciences Data Set for 2023 to 2025**

Sourcing Reference Number: PS23184

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

Registered in England and Wales as a limited company. Company Number 6330639.
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Version 6.0

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Section 1 – About UK Shared Business Services

Putting the business into shared services

UK Shared Business Services Ltd (UK SBS) brings a commercial attitude to the public sector; helping Contracting Authorities improve efficiency, generate savings and modernise. It is our vision to become the leading service provider for Contracting Authorities of shared business services in the UK public sector, continuously reducing cost and improving quality of business services for Government and the public sector.

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

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

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

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

Our Customers

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

UK SBS currently manages £700m expenditure for its Contracting Authorities. Our Contracting Authorities who have access to our services and Contracts are detailed [here](#).

Privacy Statement

At UK Shared Business Services (UK SBS) 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 UK SBS 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.ukpbs.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 Regulation (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 Science, Innovation and Technology (DSIT)

You can contact the Data Protection Officer at:

DSIT Data Protection Officer
Department for Science, Innovation and Technology
1 Victoria Street
London
SW1H 0ET

Email dataprotection@energysecurity.gov.uk

Section 2 – About the Contracting Authority

Department for Innovation, Science & Technology (DSIT)

The Department for Science, Innovation and Technology (DSIT) brings together the relevant parts of the former Department for Business, Energy and Industrial Strategy and the former Department for Digital, Culture, Media and Sport. It drives innovation that will deliver improved public services, create new better-paid jobs and grow the economy.

DSIT is a ministerial department, supported by [14 agencies and public bodies](#).

Our responsibilities

- positioning the UK at the forefront of global scientific and technological advancement
- driving innovations that change lives and sustain economic growth
- delivering talent programmes, physical and digital infrastructure and regulation to support our economy, security and public services
- R&D funding

Section 3 – Working with the Contracting Authority

Section 3 – Contact details		
3.1.	Contracting Authority Name and address	Department for Science, Innovation & Technology (DSIT) – Office for Life science (OLS) 100 Parliament Street, London
3.2.	Buyer	Nicola.turner@uksbs.co.uk
3.3.	Buyer contact details	ProfessionalServices@uksbsco.uk
3.4.	Maximum value of the Opportunity	The maximum value of this Contract is £330,000.00 Excluding VAT for the full potential duration. This Contract is being let on a 1-year basis with the option to extend for a further +1 year and +1 year (1 +1, +1)
3.5.	Process for the submission of clarifications and Bids	All correspondence shall be submitted within the Messaging Centre of the Jaggaer eSourcing portal. Guidance on how to obtain support on using the Jaggaer eSourcing portal can be found in Section 7.1.11. Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid <u>not</u> being considered, unless formally advised to do so by UKSBS.

Section 3 - Timescales		
3.6.	Date of posting of Contract advert to Find a Tender and Contracts Finder.	Friday 14 th July 2023
3.7.	Latest date / time RFP clarification questions shall be received through the Jaggaer eSourcing Portal	Thursday 24 th August 2023 11:00 am
3.8.	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through the Jaggaer eSourcing Portal	Monday 28 th August 2023
3.9.	Latest date and time for Bidder to request access to the RFP documents	Monday 4 th September 2023 10:00 am
3.10.	Latest date and time RFP Bid shall be submitted through the Jaggaer eSourcing Portal (the Deadline)	Monday 4 th September 2023 11:00 am
3.11.	Anticipated notification of proposed Contract award to unsuccessful bidders	Thursday 21 st September 2023
3.12.	Anticipated Contract Award Date	Tuesday 2 nd October 2023

3.13.	Commencement of Contract	Monday 23 rd October 2023
3.14.	Contract End Date (including extension options)	<p>22nd October 2024 with the option to extend to 22nd October 2025 and then further to 22nd October 2026.</p> <p>Any extension of this contract will be confirmed by formal contract variation.</p> <p>Extension exercised where the Buyer gives the Supplier 3 Months written notice before the Contract expires</p>
3.15.	Bid Validity Period	90 Days

Section 4 – Specification and about this Procurement

1. Introduction and Summary of Requirement

The Office for Life Sciences (OLS) is a joint unit of the Department for Science, Innovation & Technology (DSIT) and the Department of Health and Social Care (DHSC), with the objective of maximising the UK's strengths in science and research to support the development and adoption of 21st century health and life sciences technology, delivering the best health outcomes and increasing wider growth and prosperity.

We work with business, other Government Departments and executive agencies, Innovate UK, the Research Councils, public health bodies and other partners to deliver the Life Sciences Vision and to create the conditions that allow businesses in our sectors to exploit the latest advances in science and technology. We influence and use our connections to maintain UK global leadership in health and life sciences. We work effectively with industries across these and closely related sectors, building and managing relationships with strategically important companies in our sector.

Our work supports increased inward investment, growth in exports, and resolution of problems that could lead to disinvestment.

OLS wishes to procure a one-year contract to produce a dataset on life science companies operating in the UK for 2023 ending in October 2024. With reference to clause 14 in the terms and conditions, the Authority may wish, with the agreement of the contractor to put in place an extension for one year (up to October 2025) and a further subsequent year (up to October 2026) if the initial extension is applied after the initial contract end.

The Contract duration shall be for a period of 1 year with optional extensions of +1 and +1 year period from commencement of the Contract.

2. Background

Following a review that took place prior to 2009, it was found that existing published data did not adequately reflect the full breadth of the UK life sciences sector, and in particular provide the granularity of information to support policy making. Subsequently, OLS procured a contract to establish a life sciences company dataset that could address these data requirements. The requirements for this data were developed with input from stakeholders who helped identify companies and provided advice on the segmentation methodology. This dataset has since been maintained and updated annually and is used extensively within government, by academics and by life sciences companies.

3. Aims and Objectives

OLS requires information on life sciences companies in the UK to:

- develop and evaluate strategies and policies, including the Life Sciences Vision,
- identify sector strengths and address weaknesses/barriers to help create the conditions for UK business success in life sciences
- monitor and map changes in the sector
- produce an annual Official Statistics report 'Bioscience and Health technology Sector Statistics' (BaHTSS) which provides commentary on data and trends in collaboration with OLS analysts. Previous Datasets can be found

here: www.gov.uk/government/collections/bioscience-and-health-technology-database-annual-reports

The dataset that needs to be compiled by the supplier must at a minimum collect the data in a similar format to past data that has been supplied. An example of this collection for data relating to 2021 can be found at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1120916/BaHTSS_site_level_dataset_2021.csv/preview

It is expected that previously supplied datasets will be used as a basis for further datasets via this procurement. The successful supplier will need to continue expanding this dataset with the same content for future time periods, at a minimum but OLS are also seeking to build and expand the content in this baseline dataset to meet evolving stakeholder needs. OLS will work with the awarded supplier to agree on the final data to be collected and the format.

4. Methodology

High-level details of the current methodology used to produce the past datasets can be found in the accompanying background quality and user guide in the 2021 report which can be found at: <https://www.gov.uk/government/statistics/bioscience-and-health-technology-sector-statistics-2021/bioscience-and-health-technology-sector-statistics-2021-background-quality-and-user-guide>

The awarded supplier will be expected to follow this process to compile data for future time periods or devise a comprehensive plan for an alternative solution that would provide the data required in section 4.1.

The scope of companies to be included in the database is outlined as follows:

- The database covers the geographical area of England and the Devolved Administrations of Northern Ireland, Scotland and Wales.
- Only companies that are a legal entity, conducting economic activity and have employees in the UK are included. Companies that are wholly or partially owned by non-UK entities are included.
- Only the economic activity of companies attributable to the life sciences sector (medical technology, biopharmaceutical and digital health) is included. Where companies also carry out economic activity in other UK sectors, an estimate of the proportion of total turnover due to life sciences activity is calculated. OLS considers life sciences to be companies involved in the application of biology and technology to health improvement, including biopharmaceuticals, medical technology, genomics, diagnostics and digital health. This includes companies with activity in any of the sub activities outlined in the current segmentation and classification scheme: <https://www.gov.uk/government/statistics/bioscience-and-health-technology-sector-statistics-2021/bioscience-and-health-technology-sector-statistics-2021-background-quality-and-user-guide#sector-segment>

4.1 Creation of the annual life sciences dataset as a time series - Outputs

OLS holds an existing baseline dataset for life science sites relating to 2009 and 2022. The latest available data, relating to 2023 onwards, should be collected on UK life sciences companies, their subsidiaries and each of their associated sites; these may be

newly formed, newly operating in the life sciences sectors, or newly identified established companies.

The supplier will be expected to collect and validate data from a range of sources. It is expected the current supplier will work with a series of data partners who have in-depth knowledge and intelligence on companies operating in the UK life science sector to identify companies for inclusion in the dataset each year. Some example data partners are listed in the accompanying background quality and user guide:

<https://www.gov.uk/government/statistics/bioscience-and-health-technology-sector-statistics-2021/bioscience-and-health-technology-sector-statistics-2021-background-quality-and-user-guide#data-collection-processing>

The awarded supplier will also be expected to conduct further research to identify companies operating in the sector, which could be through processes such as desk research. A detailed plan on how this will be done is expected from the supplier. Suppliers are expected to review and expand on the list of data providers and sources to ensure they remain up to date and fit for purpose.

OLS has a need for the companies to be classified by the sectors they operate in along with what activities they carry out. A comprehensive classification and segmentation methodology was designed in collaboration with data partners and industry experts. It is expected that suppliers will keep this segmentation under review, alongside OLS, to ensure that this still accurately reflects the life sciences industry. The existing classification scheme can be found at: <https://www.gov.uk/government/statistics/bioscience-and-health-technology-sector-statistics-2021/bioscience-and-health-technology-sector-statistics-2021-background-quality-and-user-guide#sector-segment>

OLS also require this company information to be supplemented with data on areas such as employment and their financial information (a full list of the expectations are in lists A-C below). The awarded supplier will need to outline all data sources that will be used to obtain this data and a comprehensive outline on how these sources will be used and their associated quality. Suppliers are expected to detail how they will manage any missing data within sources, particularly for companies under the mandatory reporting thresholds for supplying information to Companies House, such as Small and Medium Enterprises (SMEs). It is expected suppliers will have an approach for sourcing/estimating data in these situations and the full process to do so must be outlined.

This is expected to be provided as a time series so data for past years must be retrospectively backdated on an annual basis, where feasible, from 2009 to the most up to date time period.

The supplier will be expected to provide, as a minimum, an updated time series, based on the existing datasets owned by OLS as a baseline, with the fields listed in List A.

List A (existing fields in the dataset)

Existing fields in the database:

- Company name;
- Company website;
- Identifiers: unique database identifier, Company Registration Number (CRN) used in Companies House returns;
- New: whether new to annual database;
- Trading history: age of company, incorporation year, cessation information;

- Geographic information: Address, postcode, county, region, Local Enterprise Partnership (LEP) area;
- Segmentation information: codes and descriptors for database methodology (outlined in section 4.3); Standard Industry Classifications (SIC codes)
- Import and/or export flag;
- SME status and description;
- Ownership: country of ownership and parent company (from matched data)
- Employment numbers: actual and banded
- Turnover: actual and banded from life sciences activity only.

In addition to the minimum fields expected in list A, OLS are seeking to expand the content and information provided on companies based on emerging stakeholder needs. These are listed below in list B:

List B (OLS new priorities to include);

- R&D Spending
- Measure of GVA based on income statement data
- Value of imports and exports
- Workforce demographics including gender pay gap data
- Workforce qualifications

In addition to the fields in list A and B, there are other areas for collection that OLS would consider to be desirable which are listed in list C:

List C (OLS new desirable content to include):

- Full Financial Statements
- Venture Capital and Public Funding
- Supply/Demand for Lab Space
- Overseas Employment
- Carbon Emissions
- Spending on Uptake Activities
- Employee wages

Plans to produce the dataset with the existing fields in List A through the existing process or suggested new processes must be provided as a minimum by the supplier. Proposed plans to gather data for the content in List B should be included wherever possible and will be weighted via the scoring system outlined in section 14. Any additional proposed plans to include content in List C will also be considered via the scoring system but are desirable and not essential for the supplier to provide in the immediate term.

Further development of which fields to include should happen regularly in liaison with OLS on an annual basis.

Once this clean list has been produced and the matching undertaken, the compiled dataset needs to undergo vigorous quality assurance and validation. The required standards for this are outlined in section 8.

4.2 Company eligibility for inclusion in outputs

- i. Companies must fall within the high-level scope as outlined above.

- ii. Companies are *excluded* if the company is:
- not a legal entity i.e. Not registered at Companies House or otherwise verifiable;
 - registered at Companies House but there is no website, no address or signs of activity and so segmentation cannot be done;
 - a charity;
 - in a scientific field that does not focus on the improvement of human health (e.g. animal or veterinary health), for example industrial biotechnology
 - part of a university or the NHS – some appear to be companies but are actually departments;
 - a manufacturer of common dentures or caps unless specialist that make reconstructive dental implants (post severe trauma or surgery);
 - a science park, networking organisations or similar.
- iii. *Business activity* – companies must have at least 20% of their activity or turnover in the biopharmaceutical or medical technology sectors. This is a judgement that depends on a number of sources including financial accounts, where available, website analysis and existing knowledge of the sector.

Examples of companies that are excluded at this stage can include:

- Equipment, engineering or infrastructure companies which may have one or more projects in the life sciences sector, but they are not mentioned on their website and cannot be independently verified.
 - Professional service companies – legal firms often give a long list of sectors that they operate in of which one of many may be life sciences.
- iv. *Company status* – inactive companies are kept in the database and tagged but excluded from the headline figures. Companies that do not have an active website and a registered address can be classified as Inactive. These companies are often small, and exclusion has limited impact on economic activity measures although obviously impact on the company numbers count.

4.3 Business segmentation

A comprehensive classification and segmentation methodology was designed in collaboration with data partners and industry experts. The supplier will need to classify all identified businesses according to this established scheme but with the expectation that the supplier will proactively engage in research to keep this segmentation under review in conjunction with OLS, to ensure that this still accurately reflects the life sciences industry. An outline of this segmentation can be found in the accompanying background quality and user guide: <https://www.gov.uk/government/statistics/bioscience-and-health-technology-sector-statistics-2021/bioscience-and-health-technology-sector-statistics-2021-background-quality-and-user-guide#sector-segment> with a broad summary below in list A:

List A (existing classification scheme)

- Sector classification: At a high level, there are two sectors: biopharmaceuticals and medical technology, each of which is then further split into 'Core' and 'Service and supply'
- Segmentation of technology or service: This further disaggregates which technologies companies work on or services they provide. All companies are given

a 'segment' and then companies working in the 'Digital Health' segment are also given a 'subsegment' classification.

- Classification of business activities: Companies are flagged if they participate in any of the following activities:
 - i. Research and Development (R&D)
 - ii. Manufacturing
 - iii. Supply Chain and Services
 - iv. Sales/Distribution/Service/Repair.
- Genomics activity: Separate to the other fields of classifications, companies working in genomics are also identified along with the subarea of genomics they work in.

Whilst it is expected that this segmentation will continue to inform the basis of the structure of the database, suppliers are expected to bring their own knowledge of the industry to help inform variations and improvements to the process and breakdown. Any suggested amendments should be outlined in the suppliers proposal.

OLS are also seeking to expand this classification to include additional activities that the sector is carrying out based on evolving policy needs. These are listed below in list B:

List B (desirable additions to the classification scheme)

- Companies with NHS Partnerships
- Companies Engaging in AI
- Companies sponsoring/conducting clinical trials in the UK

Plans to produce the dataset with the existing classifications in list A must be provided as a minimum by the supplier. Any proposed plans to gather data for the proposals in list B should be included wherever possible and will be weighted via the scoring system outlined in section 14.

In instances where a company fits in more than one segment (for example a supply chain company supplies products and services to both the pharmaceutical and medical technology sector), a judgement should be made on where the majority of the turnover is derived, and the company classified under that sector. Recognising that this is an approximation, the detailed analysis should be carried out on the combined data.

5. Outputs Required

The requirements for the project are outlined below. For each year:

1. **From October to January:** Liaise with OLS to form a detailed specification of what final dataset will look like including fields to be included and final sector classification scheme. Processes and quality assurance plans must also be provided to OLS for clearance and transparency provided on methods chosen.
2. **By the end of September:** Production and delivery of a final matched site level master dataset and a public disclosable dataset for life sciences companies in a csv format updated as a time series, with past information backdated where possible. The format for this will need to be clearly outlined in any proposal and have final approval from OLS. The supplier is expected to create and advise on a

final format for the master database to be shared with OLS. The final public database is expected to be provided in csv format. This should be produced meeting the specifications highlighted above. Whilst this process is ongoing, regular contact should be made with OLS to track progress and seek input where needed on any methodology approaches.

3. **September to December:** Provide OLS with any requested quality assurance on analysis and statistics produced by OLS along with amendments to dataset based on OLS assurance and validation checks.

6. Ownership and Publication

The contractor is required to ensure appropriate security measures are in place for all data and products (see section 9 'Security'). All data and products derived remain the property of OLS and must be provided at contract closure in a usable and agreed format (see '9 Timetable' for a guide on expected timelines for deliverables). All deliverables and associated data should not be shared with anyone other than the agreed contacts within OLS and with OLS's permission in writing. Results of analysis will not be discussed outside of the production team prior to publication. Data should be shared on a secure platform; currently the team uses BaseCamp for all communications and data sharing throughout the project, although alternatives will be considered if they meet data sharing requirements.

OLS will have authority on where data outside of its parent departments (DHSC and DSIT) is shared and will draw up the necessary sharing agreements where it is deemed suitable to share with anyone external to the departments.

OLS will produce an official statistics publication to share analysis from the data with users and stakeholders, to be published on gov.uk on an annual basis. Past reports are published here: <https://www.gov.uk/government/collections/bioscience-and-health-technology-database-annual-reports>

7. Security

The contractor will need to ensure that appropriate security measures are in place covering Data, Physical and Personnel security appropriate to GSC OFFICIAL (the handling and processing of material where compromise would have a Business Impact of what was previously known as Impact Level 2). These will need to be clearly outlined in any proposal.

The contractor is responsible for ensuring any and all personal information captured as part of the project is treated appropriately in terms of confidentiality under the Data Protection Act. All data and products derived remain the property of OLS.

8. Quality Assurance

OLS uses this dataset as the source behind the Bioscience and Health Technology Sector Statistics. These are badged as official statistics which means they must be compliant with the UK Statistics Authority (UKSA) code of practice. This outlines the requirements needed to ensure standards in trustworthiness, quality and value. The supplier must provide a comprehensive plan on how they have ensured the data has been validated and OLS will work with the awarded supplier to develop processes that will ensure compliance with the code at the start of the project. This will include, but not limited to:

- Agreement with OLS on the data sources used and ensuring they are of suitable quality
- A comprehensive plan for data validation
- Processes to ensure errors in compiled data are as minimal as possible
- Transparency on methods and processes used to ensure OLS are able to verify the dataset is of suitable quality

The contractor is expected to provide a suitable quality assurance plan, to be agreed by OLS. An appropriate level of quality assurance is expected to be conducted by the supplier at each stage of the process and details of this should be shared with OLS at regular intervals.

Processes should be agreed with OLS at the beginning of each dataset cycle on:

- How companies operating in the life science sector will be identified
- How to determine what proportion of companies activity is 'in scope' and what is the minimum threshold for inclusion
- How the sector classification system will be applied to these companies as outlined in section 4
- How the required data fields will be matched onto these list of companies as outlined in section 4

Validation and quality assurance checks should include, but are not limited to:

- Validation of the list of life science companies to be included in the dataset (listed in the accompanying background quality and methodology report here: <https://www.gov.uk/government/statistics/bioscience-and-health-technology-sector-statistics-2021/bioscience-and-health-technology-sector-statistics-2021-background-quality-and-user-guide#data-collection-processing>)
- The proportion of activity 'in scope' for life sciences. This should be validated by cross referencing with other available sources or liaison with data partners.
- Validating fields such as employment and turnover data against other available sources
- Identifying and investigating companies/sites with significant year-on-year changes in employment/turnover.
- Identifying companies that have undergone significant changes over the year e.g. mergers or acquisitions
- Validation of segmentation classifications
- Identify and investigate any substantial outliers
- Quality assurance checks on derived variables for things such as implausible values, ensuring turnover/employment in scope is less than total turnover/employment

This is expected as a minimum and suppliers should indicate how they would expand on this process in their bid. The contractor is expected to:

- Draw on their own knowledge of the life sciences industry
- Liaise with data partners to validate the list of companies and their data
- Cross reference the dataset with other available sources

Other proposed methods for validation and quality assurance would be welcome from suppliers.

Documentation should be provided to OLS upon delivery of each key deliverable detailing QA checks undertaken by the supplier (see '9 Timetable' on expected timings). Where data was flagged as unusual through QA checks and was determined to be accurate, this should also be documented to facilitate OLS's onward use of the dataset. Updates on QA of the data should be regularly discussed with OLS throughout each stage of the production process. The supplier is expected to complete all initial QA of the data collected and any subsequent analysis. Final QA of all deliverables will be undertaken by OLS to ensure everything meets standards required and agreed at project initiation. Should an error be identified, the supplier will be required to remedy this before final sign off by OLS.

OLS will monitor progress on delivery from the supplier throughout the year with evidence expected of milestones being met.

9. Timetable

Delivery milestones for the 2022 dataset and report are detailed below. We anticipate similar delivery milestones for the 2023 and following annual updates, with these to be finalised in the Autumn/Winter of the relevant year.

Deliverable	Indicative timescale
Work with OLS to agree requirements of final dataset to be delivered and by when	October 2023 to January 2024
Initiation of data collection process, should include working with existing list of data partners	From January 2024
Regular liaison with OLS, minimum monthly, to update on how collection and compilation is progressing and milestones	January 2024 to September 2024
Final compiled dataset to be sent to OLS as a time series. It's expected quality assurance and validation checks will have been performed, as outlined in section 8, and details of the results of these checks to be shared with OLS.	By September 2024
Work with OLS to provide quality assurance on any analysis OLS produces along with any amendments to dataset based on OLS quality assurance and validation.	From September 2024 to December 2024

10. Working Arrangements

The successful contractor will be expected to identify one named point of contact through whom all enquiries can be filtered. A contact in the OLS analysis team assigned to the project and will be the central point of contact.

This one-year contract will cover the production of the 2023 annual datasets, reports and associated products, running from October 2023 to October 2024.

There will be an opportunity to renew this contract to cover a further year subject to review by OLS, followed by one further opportunity if the initial contract renewal is successful. This could mean the contract running up to October 2026 and to cover the datasets covering the periods 2024 and 2025. Any extension of this Contract will be covered with a formal Contract variation.

The supplier is expected to minimise any risk to delivery by providing a project plan for the lifetime of the project, including liaison points with OLS and how you will meet the delivery milestones outlined in this document. At minimum, for each year these should include an initial launch meeting before data collection begins; regular progress updates throughout collection, analysis and drafting; and a review meeting following the publication of the BaHTSS annual report. Any difficulties in suppliers meeting their agreed obligations should be discussed with OLS as soon as possible to allow potential solutions to be found. Emphasis should be placed on thorough QA of the data throughout the process to ensure any potential errors are minimised. A risk log should be kept and updated throughout the project to highlight how suppliers will mitigate any risk to delivery.

11. Skills and Experience

Suppliers must demonstrate that they have the experience and capabilities to undertake the project. Your tender response should include a summary of each proposed team members experience and capabilities.

Contractors should propose named members of the project team and include the tasks and responsibilities of each team member. This should be clearly linked to the work programme, indicating the grade/ seniority of staff and number of days allocated to specific tasks.

Contractors should identify the individual(s) who will be responsible for managing the project. This will be the same person who is expected to attend any Contract Management meeting. A 'deputy' Contract Manager needs to be identified in the case of Contract Manager's absence. Details of the required attributes of the contractor can be found in section 13 below.

12. Budget

The maximum budget available for the full potential of this Contract is £330,000.00 excluding VAT, this is then split per annum as a maximum of £110,000 excluding VAT.

Within the response to questions AW5.1, Bidders are asked to confirm their total bid cost. Bidders are reminded that this cost must be firm and fixed for the full potential of the Contract.

Total bid costs must not exceed the maximum available budget of £330,000.00 excluding VAT for the full potential Contract term and must not exceed the maximum per annum budget of £110,000.00 excluding VAT

As a supplementary to the Bidders AW5.1 total bid cost, within question AW5.2 Bidders are then required to provide a full and detailed breakdown of costs in their response to question AW5.2. This should include staff (and day rate) allocated to specific tasks.

For absolute clarity, if successful in being awarded this Contract, there will be no option to amend or increase your costs during the initial term or any of the extension options (if utilised).

Cost will be a criterion against which bids which will be assessed as set out below.

Payments will be linked to delivery of key milestones highlighted in the Timetable above. The indicative milestones and phasing of payments is as follows. A third (33%) of the total value for each year is paid upon completion of the first key deliverable (completion of the updated database). The remainder of the balance is paid upon delivery of the successful

and acceptable final report and master database to the agreed standards. This can be adjusted and agreed with the contractor. Please advise in your tender response how this breakdown reflects your usual payment processes:

The Department aims to pay all correctly submitted invoices as soon as possible from the date of receipt and within 28 days at the latest in line with standard terms and conditions of contract.

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.

Section 5 – Evaluation model

5.1. Introduction

- 5.1.1. The evaluation process will be conducted to ensure that Bids are evaluated fairly to ascertain the bidders who can demonstrate the required skills qualities, technical ability and capacity, commercial stability, and experience to ensure successful performance of the Contract.
- 5.1.2. The evaluation team may comprise staff from UK SBS and the Contracting Authority, and any specific external stakeholders the Contracting Authority deem required

5.2. Evaluation of Bids

- 5.2.1. Evaluation of Bids shall be based on a Selection questionnaire and Award criteria as clearly defined in the e-sourcing tool.

5.3. SELECTION questionnaire

- 5.3.1. The Selection questionnaire shall be marked against the following Selection pass / fail and scoring criteria.
- 5.3.2. The selection questionnaire shall be marked against the following Mandatory or discretionary pass / fail criteria.

Selection Pass/fail criteria		
Evaluation Envelope	Q No.	Question subject
Qualification Questionnaire Part 1: Potential Supplier Information		
Section 1	1.1(a) – p	Contact details and declaration
Qualification Questionnaire Part 2: Exclusion Grounds		
Section 1	1.2 (a)(i)	Administration, Management, supervisory body convictions
	1.2(a)(ii)	Participation in a criminal organisation
Section 1	1.2 (a) - (iii)	Corruption
Section 1	1.2 (a) - (iv)	Terrorist Offences or offences link to terrorist activities
Section 1	1.2 (a) - (v)	Money laundering or Terrorist financing
Section 1	1.2 (a) - (vi))	Child Labour and other forms of trafficking in human beings
Section 1	1.2 (a) - (vii)	Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales or Northern Ireland.
Section 2	2.1(a)	Payment of tax or social security
Section 3	3.1	Detailed grounds for exclusion
Section 3	3.1 (a)	Situations summarised
Section 3	3.1 (b)	Breach of environmental law obligations
Section 3	3.1 (c)	Breach of social labour law obligations

Section 3	3.1 (d)	Breach of labour law obligations
Section 3	3.1(e)	Bankruptcy or subject to Insolvency
Section 3	3.1(f)	Guilty of grave professional misconduct
Section 3	3.1(g)	Distorting of competition
Section 3	3.1(h)	Conflict of Interest
Section 3	3.1(i)	Involved in preparation of procurement procedure
Section 3	3.1(j)	Prior performance issues
Section 3	3.1(k)	Serious Misrepresentation, withholding information, undue influence and undue advantages.
Section 3	3.1(l) to 3.2(i)	Modern Slavery
Qualification Questionnaire Part 3: Selection Questions		
Section 4	4.1(a)	Financial statements filed with Companies House
Section 4	4.1(b)	Detailed accounts
Section 4	4.1(c)	Annual Turnover profit and loss accounts etc..
Section 4	4.2	Financial reliance upon others and guarantee
Section 6	6.1	Relevant experience and contract examples
Section 6	6.2	Subcontracting and healthy supply chains
Section 7	7.1	Insurance
Section 8	8.1(a)	General Data Protection Regulations
Section 8	8.2(a)	Health and Safety
Section 8	8.3(a)(i) –(ii)	Modern Slavery
Part 3	SEL1.10 – 1.13	Information Security
Part 3	SEL2.12	General Data Protection Regulations and Data Protection Act 2018
Part 3	SEL2.18	Supply Chain Transparency
Part 3	SEL 2.19	PPN 01/22 - Contracts with suppliers from Russia or Belarus
Part 3	FOI1.1 – 1.2	Freedom of information
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.	

- 5.3.3. Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.
- 5.3.4. The evaluation model below shall be used for this RFP which will be determined to two decimal places.
- 5.3.5. Questions marked 'for information only' do not contribute to the scoring model.
- 5.3.6. During the evaluation stage, the intention is that only Bidders who achieve a Pass of all the Mandatory and Discretionary requirements of the RFP will be considered for award stage evaluation.

5.4. AWARD questionnaire

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

Award Pass / Fail criteria

Evaluation Envelope	Q No.	Question subject
Qualification	AW1.1	Form of Bid
Qualification	AW1.2	Bid validity period
Qualification	AW1.3	Certificate of bona fide Bid
Qualification	AW3.2	Conflict of Interest Declaration
Qualification	AW3.2.1	Conflict of Interest Declaration Supporting Information
Qualification	AW4.1	Compliance to the Contract Terms
Qualification	AW4.2	Changes to Contract Terms
Commercial	AW5.3	Firm and Fixed Price
Commercial	AW5.4	Maximum Budget
Commercial	AW5.6	Open Book Policy
Technical	AW6.1	Compliance to the Specification
Technical	AW6.	Variable Bids
-	-	Request for Proposal response – received on time within the Jaggaer 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 disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.		

- 5.4.2. The Award stage of due process shall be marked against the following Award scoring criteria.
- 5.4.3. The evaluation model below shall be used for this RFP which will be determined to two decimal places.
- 5.4.4. Questions marked 'for information only' do not contribute to the scoring model.

Award Scoring criteria

Evaluation Justification Statement

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

Evaluation Envelope	Q No.	Question subject	Maximum Marks	
			Overall	Breakdown
Commercial	AW5.1	Price	20.00%	20.00%
Technical	PROJ1.1	Knowledge of the UK and global life sciences sector	80.00%	10.00%
Technical	PROJ1.2	Methodology and Approach to delivering a dataset capturing all life sciences activity in the UK		20.00%

Technical	PROJ1.3	Ability to deliver (resource, risk management and expertise)		20.00%
Technical	PROJ1.4	Risks management and quality assurance		10.00%
Technical	PROJ1.5	Approach to segmentation of the life sciences sector		10.00%
Commercial	PROJ1.6	Social value: Tacking Economic Inequality		10.00%

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

All questions will be scored based on the above mechanism. 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.

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

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

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

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

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

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

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

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

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

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

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

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.

5.5. Evaluation process

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

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

Scoring of the Bid	<ul style="list-style-type: none"> • Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the criteria.
Clarifications	<ul style="list-style-type: none"> • The Evaluation team may require written clarification to Bids
Re - scoring of the Bid and Clarifications	<ul style="list-style-type: none"> • Following Clarification responses, the Evaluation team reserve the right to independently re-score the Bid and Clarifications and provide a commentary of their re-scoring justification against the Selection and / Award criteria.
Moderation meeting (if required to reach an award decision)	<ul style="list-style-type: none"> • To review the outcomes of the Commercial review • To agree final scoring for each Bid, relative rankings of the Bids • To confirm contents of the Standstill letters to provide details of scoring and relative feedback on the unsuccessful Bidders response in comparison with the successful Bidders response
Due diligence of the Bid	<ul style="list-style-type: none"> • the Contracting Authority may request the following requirements at any stage of the Procurement: <ul style="list-style-type: none"> ○ Submission of insurance documents from the Bidder ○ Request for evidence of documents / accreditations referenced in the / Request for Proposal response / Bid and / or Clarifications from the Bidder ○ Taking up of Bidder references from the Bidders Customers. • Financial Credit check for the Bidder
Validation of unsuccessful Bidders	<ul style="list-style-type: none"> • To confirm contents of the letters to provide details of scoring and meaningful feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.

Section 6 – Evaluation Response Questionnaires

6.1. Qualification / Selection Questionnaire

- 6.1.1 Bidders should note that the Qualification / Selection Questionnaire is located within the **Jaggaer eSourcing Portal**.

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

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

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

6.2. Technical and Commercial Questionnaire

- 6.2.1 Bidders should note that the Technical and Commercial Questionnaire is located within the **Jaggaer eSourcing Portal**.

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

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

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 7 – General information

7.1. Introduction

- 7.1.1. The Contracting Authority wishes to establish a Contract for the provision of an Annual Bioscience and Health Technology Life Sciences Data Set for 2023 to 2025. The Contracting Authority is managing this procurement process in accordance with Public Procurement (as may be amended from time to time) (the “Regulations”). This is a supplies Contract being procured under the Open Procedure
- 7.1.2. The Contracting Authority is procuring the Contract for its exclusive use.
- 7.1.3. UK SBS and the Contracting Authority logo, trademarks and other identifying marks are proprietary and may not be incorporated in the Companies response without or the Contracting Authority’s written permission.
- 7.1.4. The Bidder shall indemnify and keep indemnified UK SBS and the Contracting Authority against all actions, claims, demands, proceedings, damages, costs, losses, charges, and expenses whatsoever in respect of any breach by the Bidder of this document.
- 7.1.5. If there is any doubt with regard to the ambiguity of any question or content contained in this questionnaire then PLEASE ASK a clarification question, but please ensure that your question is via the formal clarification process in writing to the UK SBS representative nominated. No approach of any kind in connection with this opportunity should be made to any other person within or associated with UK SBS or the Contracting Authority. All information secured outside of this named contact shall have no legal standing or worth and should not be relied upon.
- 7.1.6. It remains the responsibility of the Bidder to keep UK SBS and the Contracting Authority informed of any matter that may affect continued qualification
- 7.1.7. Prior to commencing formal evaluation, Submitted Responses will be checked to ensure they are fully compliant with the Pass / Fail criteria within the Evaluation model. Non-compliant Submitted Responses may be rejected by the Contracting Authority. Submitted Responses which are deemed by the Contracting Authority to be fully compliant will proceed to evaluation. These will be evaluated using the criteria and scores detailed in the matrix set out in [Section 5](#).
- 7.1.8. Whilst it is the Contracting Authority’s intention to purchase the majority of its supplies 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 supplies and services (including those similar to the supplies 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 supplies covered by this procurement exercise have NOT been sub-divided into Lots.
- 7.1.11. The Contracting Authority shall utilise the Jaggaer eSourcing Portal available at <https://beisgroup.ukp.app.jaggaer.com/> 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 Jaggaer eSourcing portal.

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

Phone 08000 698 632

Email customersupport@jaggaer.com

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

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

- 7.1.12. Please utilise the messaging system within the Jaggaer eSourcing Portal located at <https://beisgroup.ukp.app.jaggaer.com/> within the timescales detailed in [Section 3](#). If you have any doubt as to what is required or will have difficulty in providing the information requested. Bidders should note that any requests for clarifications may not be considered by the Contracting Authority if they are not articulated by the Bidder within the discussion forum within the Jaggaer eSourcing Portal.
- 7.1.13. Bidders should read this document, and all attachment, messages and the response envelopes located within the Jaggaer 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 of the Response. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the supplies and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.
- 7.1.14. 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 Response.
- 7.1.16. The Bidder shall not make contact with any other employee, agent or consultant of UK SBS or the Contracting Authority or Customer who are in any way connected with this procurement during the period of this procurement, unless instructed otherwise by the Contracting Authority.
- 7.1.17. 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 UK SBS 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 of the supplies 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.
- 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.
- 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 selection questionnaire SEL1.9 specifically refers. If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided as indicated in the relevant section of the RFP. However, please note the Contracting Authority reserves the right to require a successful consortium to form a single legal entity in accordance with regulation 19(6) of the Regulations. The Contracting Authority recognises that arrangements in relation to consortia may (within limits) be subject to future change. Potential Providers should therefore respond in the light of the arrangements as currently envisaged. Potential Providers are reminded that any future proposed change in relation to consortia must be notified to the Contracting Authority so that it can make a further assessment by applying the selection criteria to the new information provided and consider rejection of the Response if the Contracting Authority reasonably consider the change to have a material impact of the delivery of the viability of the Response.

7.2. Bidder conference

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

7.3. Confidentiality

- 7.3.1. Subject to the exceptions referred to in paragraph 7.3.2, the contents of this RFP are being made available by the Contracting Authority on condition that:
 - 7.3.1.1. Bidders shall at all times treat the contents of the RFP and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
 - 7.3.1.2. Bidders shall not disclose, copy, reproduce, distribute, or pass any of the Information to any other person at any time or allow any of these things to happen;
 - 7.3.1.3. Bidders shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Response; and
 - 7.3.1.4. Bidders shall not undertake any publicity activity within any section of the media in relation to this procurement
- 7.3.2. Bidders may disclose, distribute, or pass any of the Information to the Bidder's advisers, sub-contractors or to another person provided that either:

- 7.3.2.1. This is done for the sole purpose of enabling a Response to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Bidder; or
 - 7.3.2.2. The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract arising from it; or
 - 7.3.2.3. The Bidder is legally required to make such a disclosure
- 7.3.3. In paragraphs 7.3.1 and 7.3.2 above the term 'person' includes but is not limited to any person, firm, body, or association, corporate or incorporate.
- 7.3.4. UK SBS and the Contracting Authority may disclose detailed information relating to Responses to its employees, agents or advisers and they may make any of the Contract documents available for private inspection by its officers, employees, agents, or advisers. UK SBS and the Contracting Authority also reserve the right to disseminate information that is materially relevant to the procurement to all Bidders, even if the information has only been requested by one Bidder, subject to the duty to protect each Bidder's commercial confidentiality in relation to its Response (unless there is a requirement for disclosure as explained in paragraphs 7.4.1 to 7.4.3 below).
- 7.3.5. All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.

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

- 7.3.6. The Government revised its Government Security Classifications (GSC) classification scheme on the 2nd 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 tender process will be subject to the new GSC from 2nd April 2014. The link below to the Gov.uk website provides information on the new GSC:

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

- 7.3.7. The Contracting Authority reserves the right to amend any security related term or condition of the draft contract accompanying this RFP to reflect any changes introduced by the GSC. In particular where this RFP is accompanied by any instructions on safeguarding classified information (e.g. a Security Aspects Letter) as

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

USEFUL INFORMATION LINKS

- [Contracts Finder](#)
- [Find a Tender](#)
- [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 'FoIA') and the Environmental Information Regulations 2004 (the 'EIR') (each as amended from time to time), UK SBS and the Contracting Authority may be required to disclose information submitted by the Bidder to the to the Contracting Authority.
- 7.4.2. In respect of any information submitted by a Bidder that it considers to be commercially sensitive the Bidder should complete the Freedom of Information declaration question defined in the Question FOI1.2.
- 7.4.3. Where a Bidder identifies information as commercially sensitive, the Contracting Authority will endeavour to maintain confidentiality. Bidders should note, however, that, even where information is identified as commercially sensitive, the Contracting Authority may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, the Contracting Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Contracting Authority cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.
- 7.4.4. Where a Bidder receives a request for information under the FoIA or the EIR during the procurement, this should be immediately passed on to the Contracting Authority and the Bidder should not attempt to answer the request without first consulting with the Contracting Authority.
- 7.4.5. Bidders are reminded that the Government's transparency agenda requires that sourcing documents, including RFP templates such as this, are published on a designated, publicly searchable web site, and, that the same applies to other sourcing documents issued by the Contracting Authority, and any contract entered into by the Contracting Authority with its preferred supplier once the procurement is complete. By submitting a response to this RFP Bidders are agreeing that their participation and contents of their Response may be made public.

7.5. Response Validity

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

7.6. Timescales

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

7.7. The Contracting Authority's Contact Details

- 7.7.1. Unless stated otherwise in these Instructions or in writing from UK SBS or the Contracting Authority, all communications from Bidders (including their sub-contractors, consortium members, consultants, and advisers) during the period of this procurement must be directed through the eSourcing tool to the designated UK SBS contact.
- 7.7.2. Bidders should be mindful that the designated Contact should not under any circumstances be sent a copy of their Response outside of the Jaggaer eSourcing portal. Failure to follow this requirement will result in disqualification of the Response.

7.8. Preparation of a Response

- 7.8.1. Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Responses. Bidders are solely responsible for all costs, expenses and other liabilities arising in connection with the preparation and submission of their Response and all other stages of the selection and evaluation process. Under no circumstances will UK SBS or the Contracting Authority, or any of their advisers, be liable for any such costs, expenses or liabilities borne by Bidders or their sub-contractors, suppliers or advisers in this process.
- 7.8.2. Bidders are required to complete and provide all information required by the Contracting Authority in accordance with the Conditions of Response and the Request for Proposal. Failure to comply with the Conditions and the Request for Proposal may lead the Contracting Authority to reject a Response.
- 7.8.3. The Contracting Authority relies on Bidders' own analysis and review of information provided. Consequently, Bidders are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Responses and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement.
- 7.8.4. Bidders must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding their Responses, without reliance upon any opinion or other information provided by the Contracting Authority or their advisers and representatives. Bidders should notify the Contracting Authority promptly of any perceived ambiguity, inconsistency, or omission in this RFP, any of its associated documents and/or any other information issued to them during the procurement.
- 7.8.5. Bidders must ensure that each response to a question is within any specified word count. Any responses with words in excess of the word count will only be considered up to the point where they meet the word count, any additional words beyond the volume defined in the word count will not be considered by the evaluation panel.

- 7.8.6. Bidders must ensure that each response to a question is not cross referenced to a response to another question. In the event of a Bidder adding a cross reference it will not be considered in evaluation.

7.9. Submission of Responses

- 7.9.1. The Response must be submitted as instructed in this document through the e-sourcing tool. Failure to follow the instruction within each Section of this document, to omit responses to any of the questions or to present your response in alignment with any guidance notes provided may render the Response non-compliant and it may be rejected.
- 7.9.2. The Contracting Authority may at its own absolute discretion extend the closing date and the time for receipt of Responses specified [Section 3](#).
- 7.9.3. Any extension to the RFP response period will apply to all Bidders.
- 7.9.4. Any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided. Failure to adhere to this requirement will result in the Response not being considered.
- 7.9.5. 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 [Section 3](#). Responses received before this deadline will be retained in a secure environment, unopened until this deadline has passed.
- 7.9.9. Responses received after the date indicated in [Section 3](#) shall not be considered by the Contracting Authority, unless the Bidder can justify 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 reject any late Response without justification to the affected Bidder and make no guarantee it will consider any request for a late Response to be considered.
- 7.9.10. 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 UK SBS, 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 UK SBS, 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 supplies and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the RFP or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with Paragraph 7.15 of this RFP.

7.12. Collusive behaviour

- 7.12.1. Any Bidder who:
- 7.12.1.1. fixes or adjusts the amount of its Response by or in accordance with any agreement or arrangement with any other party; or
 - 7.12.1.2. communicates to any party other than UK SBS, 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.

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 Jaggaer eSourcing portal unless the Jaggaer eSourcing portal is unavailable due to system maintenance or failure, in this instance all clarifications shall be by email to the contact defined in [Section 3](#).
- 7.15.2. The Contracting Authority will endeavour to answer all questions as quickly as possible but cannot guarantee a minimum response time.
- 7.15.3. In the event of a Bidder requiring assistance uploading a clarification to the Jaggaer 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 its commercial interests.

7.16. Amendments to Response Documents

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

7.17. Modification and withdrawal

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

7.18. Right to disqualify or reject

- 7.18.1. The Contracting Authority reserves the right to reject or disqualify a Bidder where
- 7.18.1.1. the Bidder fails to comply fully with the requirements of this Request for Proposal or presents the response in a format contrary to the requirements of this document; and/or
 - 7.18.1.2. the Bidder is guilty of serious misrepresentation in relation to its Response; expression of interest; or the Response process; and/or
 - 7.18.1.3. there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder.

7.19. Right to cancel, clarify or vary the process

- 7.19.1. The Contracting Authority reserves the right to:
- 7.19.1.1. cancel the evaluation process at any stage; and/or
 - 7.19.1.2. require the Bidder to clarify its Response in writing and/or provide additional information. (Failure to respond adequately may result in the Bidder not being selected),

7.20. Notification of award

- 7.20.1. The Contracting Authority will notify the successful Bidder of the Contract award in writing and will publish an Award Notice in Find a Tender in accordance with the Regulations within 30 days of the award of the contract.

- 7.20.2. As required by the Regulations all successful and unsuccessful Bidders will be provided with an email advising the outcome of the submission of their RFP response.

What makes a good bid – some simple do's ☺

DO:

- 7.21.1. Do comply with Procurement document instructions. Failure to do so may lead to disqualification.
- 7.21.2. Do provide the Bid on time, and in the required format. Remember that the date/time given for a response is the last date that it can be accepted; we are legally bound to disqualify 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.
- 7.21.3. Do ensure you have read all the training materials to utilise e-sourcing tool prior to responding to this Bid. If you send your Bid by email or post it will be rejected.
- 7.21.4. 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 reject your Bid.
- 7.21.5. Do ensure you utilise the Jaggaer eSourcing messaging system to raise any clarifications to our 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
- 7.21.6. Do answer the question, it is not enough simply to cross-reference to a 'policy', web page or another part of your Bid (unless the question specifically allows you to do so) the evaluation team have limited time to assess bids and if they can't find the answer, they can't score it.
- 7.21.7. Do consider who the Contracting Authority is and what they want – a generic answer does not necessarily meet every Contracting Authority's needs.
- 7.21.8. Do reference your documents correctly, specifically where supporting documentation is requested e.g. referencing the question/s they apply to.
- 7.21.9. Do provide clear, concise, and ideally generic contact details; telephone numbers, e-mails and fax details.
- 7.21.10. Do complete all questions in the questionnaire or we may reject your Bid.
- 7.21.11. Do ensure that the Response and any documents accompanying it are in the English Language, the Contracting Authority reserve the right to disqualify any full or part responses that are not in English.
- 7.21.12. Do check and recheck your Bid before dispatch.

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

DO NOT

- 7.22.1. Do not cut and paste from a previous document and forget to change the previous details such as the previous buyer's name.
- 7.22.2. Do not attach 'glossy' brochures that have not been requested, they will not be read unless we have asked for them. Only send what has been requested and only send supplementary information if we have offered the opportunity so to do.
- 7.22.3. Do not share the Procurement documents, they may be confidential and should not be shared with anyone without the Buyers written permission.
- 7.22.4. Do not seek to influence the procurement process by requesting meetings or contacting UK SBS or the Contracting Authority to discuss your Bid. If your Bid requires clarification the Buyer will contact you. All information secured outside of formal Buyer communications shall have no Legal standing or worth and should not be relied upon.
- 7.22.5. Do not contact any UK SBS staff or the Contracting Authority staff without the Buyers written permission or we may reject your Bid.
- 7.22.6. Do not collude to fix or adjust the price or withdraw your Bid with another Party as we will reject your Bid.
- 7.22.7. Do not offer UK SBS or the Contracting Authority staff any inducement or we will reject your Bid.
- 7.22.8. Do not seek changes to the Bid after responses have been submitted and the deadline for Bids to be submitted has passed.
- 7.22.9. 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.
- 7.22.10. Do not exceed word counts, the additional words will not be considered.
- 7.22.11. Do not make your Bid conditional on acceptance of your own Terms of Contract, as your Bid will be rejected.
- 7.22.12. Do not unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority send your response by any way other than via the Jaggaer eSourcing portal. Responses received by any other method than requested will not be considered for the opportunity.

Appendix A – Glossary of Terms

TERM	MEANING
“UK SBS”	means UK Shared Business Services Ltd herein after referred to as UK SBS.
“Bid”, “Response”, “Submitted Bid”, or “RFP Response”	means the Bidders formal offer in response to this Request for Proposal
“Bidder(s)”	means the organisations being invited to respond to this Request for Proposal
“Central Purchasing Body”	means a duly constituted public sector organisation which procures supplies / services / works for and on behalf of Contracting Authorities
“Conditions of Bid”	means the terms and conditions set out in this RFP relating to the submission of a Bid
“Contract”	means the agreement to be entered by the Contracting Authority and the Supplier following any award under the procurement
“Contracting Bodies”	means the Contracting Authority and any other contracting authorities described in the Find a Tender and Contract Notice
“Contracting Authority”	A public body regulated under the Public Procurement Regulations on whose behalf the procurement is being run
“Customer”	means the legal entity (or entities) for which any Contract agreed will be made accessible to.
“Due Diligence Information”	means the background and supporting documents and information provided by the Contracting Authority for the purpose of better informing the Bidders responses to this Request for Proposal
“EIR”	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
“Find a Tender”	Means the UK Government Portal that superseded the OJEU as from 1/1/2021 https://www.find-tender.service.gov.uk/Search
“FoIA”	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
“Further Competition”	means re-opening competition under a framework if applicable to this procurement
“Mandatory”	Means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
“Named Procurement person ”	means the single point of contact for the Contracting Authority based in UK SBS that will be dealing with the procurement
“Order”	means an order for served by any Contracting Body on the Supplier
“Request for Proposal” or “RFP”	means this Request for Proposal documentation and all related documents published by the Contracting Authority and made available to Bidders and includes the Due Diligence Information. NOTE: This document is often referred to as an Invitation to Tender within other organisations
“Supplier(s)”	means the organisation(s) awarded the Contract

“Supplies / Services / Works”	means any supplies/services and supplies or works set out at within Section 4 Specification
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