

# Request for Proposal



Request for Proposal (RFP) on behalf of **UK Research and Innovation (UKRI)**

Subject: **UK Research and Innovation (UKRI) Occupational Health Services**

Sourcing Reference Number: **CS19192**

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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.

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.uksbs.co.uk/use/pages/privacy.aspx>

For details on how the Contracting Authority protect and process your personal data please follow the link below:

<https://www.ukri.org/privacy-notice/>

## Section 2 – About the Contracting Authority

### UK Research and Innovation

Operating across the whole of the UK and with a combined budget of more than £6 billion, UK Research and Innovation represents the largest reform of the research and innovation funding landscape in the last 50 years.

As an independent non-departmental public body UK Research and Innovation brings together the seven Research Councils (AHRC, BBSRC, EPSRC, ESRC, MRC, NERC, STFC) plus Innovate UK and a new organisation, Research England.

UK Research and Innovation ensures the UK maintains its world-leading position in research and innovation. This is done by creating the best environment for research and innovation to flourish.

For more information, please visit: [www.ukri.org](http://www.ukri.org)

## Section 3 – Working with the Contracting Authority.

Section 3 – Contact details		
3.1.	Contracting Authority Name and address	UK Research and Innovation (UKRI) Polaris House North Star Avenue Swindon SN2 1FF
3.2.	Buyer	Kerry Hammond
3.3.	Buyer contact details	<a href="mailto:Professionalservices@uksbs.co.uk">Professionalservices@uksbs.co.uk</a>
3.4.	Estimated value of the Opportunity	Total contract value including all optional extensions shall not exceed £300,000.00 Ex VAT  The initial contract will be for 3 years with the option to extend on an annual basis (3+1+1)  For the avoidance of doubt: The Initial contract (3 year) value shall not exceed £180,000.00 ex VAT Optional Year 4 value shall not exceed £60,000.00 ex VAT Optional Year 5 value shall not exceed £60,000.00 ex VAT
3.5.	Process for the submission of clarifications and Bids	<b>All correspondence shall be submitted within the Messaging Centre of the e-sourcing tool. Guidance Notes to support the use of Delta eSourcing are available <a href="#">here</a>.</b> <b>Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid <u>not</u> being considered.</b>

Section 3 - Timescales		
3.6.	Date of posting of Contract advert to OJEU.	Monday 17 <sup>th</sup> August 2020
3.7.	Date RFP available to Bidders on Contracts Finder	Thursday 20 <sup>th</sup> August 2020
3.8.	Latest date / time RFP clarification questions shall be received through Delta eSourcing messaging system	Wednesday 16 <sup>th</sup> September 2020 14.00
3.9.	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through Delta eSourcing Portal	Monday 21 <sup>st</sup> September 2020
3.10.	Closing date and time for Bidder to request RFP documents	Monday 28 <sup>th</sup> September 2020 13.00

3.11.	Closing date and time for Bidder to submit their response ( <b>'the deadline'</b> ).	Monday 28 <sup>th</sup> September 2020 14.00
3.12.	Notification of proposed Contract award to unsuccessful bidders	Tuesday 8 <sup>th</sup> December 2020
3.13.	Anticipated Contract Award Date	Friday 18 <sup>th</sup> December 2020
3.14.	Commencement of Contract	Wednesday 6 <sup>th</sup> January 2021
3.15.	Completion of Contract	5 <sup>th</sup> January 2026 should all optional extensions be utilised.  The initial contract term is for 3 years until 5 <sup>th</sup> January 2024 with the option to extend for a further 2 years on an annual basis until 5 <sup>th</sup> January 2025 and 5 <sup>th</sup> January 2026 (1+1 years)
3.16.	Bid Validity Period	120 Days

## Section 4 – Specification and about this procurement

UK Research and Innovation (UKRI) is seeking Occupational Health Services for the sites listed below.

Employees are predominantly office based with some degree of external travel within the UK and abroad. In addition to the Polaris House, Swindon Campus, Medical Research Council (MRC) has staff located at MRC Harwell Institute, which comprises the following units: Mammalian Genetics Unit (MGU), Mary Lyon Centre (MLC), and Centre for Macaques (CFM). In addition, occupational health provision will be required for the employees with MRC at the Research Complex at Harwell (RCAH).

MRC Harwell and RCAH are located at Harwell Campus, Oxfordshire, and CFM is based at the Defence Science and Technology Laboratory (DSTL) site, located in Salisbury, Wiltshire. Employees located at CFM currently attend the Harwell campus for Occupational Health appointments and it is expected that this practice will continue. UKRI has a small number of staff located at a site in Keyworth, Nottinghamshire and also has staff located at Victoria Embankment, London. Research England has staff located in Bristol. NC3Rs has staff based in Euston Road, London. MRC London Head Office, to be located at 30 Stamford Street, Southbank (currently based at 58 Victoria Embankment, London). Innovate UK staff are predominately field based across the UK. Home and field-based staff will attend the nearest supplier site and they must also have the option for telephone consultations.

The following list provides the locations of current sites where staff will require the delivery of Occupational Health Services

UKRI  
Polaris House  
North Star Avenue  
Swindon  
Wiltshire  
SN2 1FF

UKRI (MRC)  
MRC Harwell Institute  
Harwell Campus  
Oxfordshire  
OX11 0RD

UKRI  
Kingsley Dunham Centre  
Nicker Hill  
Keyworth  
Nottingham  
Nottinghamshire  
NG12 5GG



UKRI (Research England)  
Nicholson House  
Lime Kiln Close  
Stoke Gifford  
Bristol  
BS34 8SR

UKRI  
58 Victoria Embankment  
London  
EC4Y 0DS

UKRI (NC3Rs)  
Gibbs Building,  
215 Euston Rd,  
Kings Cross,  
London  
NW1 2BE

UKRI (MRC Head Office)  
30 Stamford Street,  
Southbank  
London  
SE1 9LQ

It is UKRI policy to provide a safe working environment and to employ best practice to ensure the health, safety and welfare of their workforces.

To enable UKRI, to fulfil their obligations to employees, professional occupational health advisors are engaged to assist with the prevention of occupational ill health, rehabilitation of employees and health promotion. To enable the UKRI Pension Schemes to administer the application for early retirement on ill health grounds, occupational health advisors are engaged as Scheme Medical Advisors to independently assess claims for ill health retirement which enables the scheme manager and trustees to make robust decisions. The supplier will be required to provide information and recommendations in order to aid Scheme Medical Advisors in making assessments.

Providers of Occupational Health services to UKRI at the locations stated must meet the standards and expectations below.

### **Standards**

Occupational Health providers supporting UKRI's employees/students must have current Safe Effective Quality Occupational Health Service (SEQOHS) accreditation. The standards below are a reflection of the requirements of SEQOHS. The supplier must meet the Cyber Essentials standard and the portal must be subject to penetration testing.

The supplier must comply with all relevant legislation, including the Equality Act 2010.

Provision of services must always be accessible for named contacts. The supplier must ensure the following are adhered to/available as necessary:

- Hold data securely on behalf of UKRI.
- Website accessibility.
- Provision of written reports in alternative formats as required by UKRI.
- Supplier must specify the arrangements in place to provide telephone-based services to callers with hearing or speech difficulties and to callers whose first language is not English and who might request or need language support.
- Premises for face-to-face appointments must be accessible for those with restricted mobility; where this is not possible alternative arrangements must be made in advance of any appointments.
- Provision of disabled parking / access to local transport services.

### **Occupational Health Qualifications and General Medical Council Validation and Registration**

- All OH Advisors providing the service to the Contracting Authority are qualified in Nursing and Midwifery Council (NMC), Registered General Nurse (RGN) and Occupational Health to Diploma/Degree level
- All OH Physicians providing the service to the Contracting Authority will have full General Medical Council (GMC) validation and are listed on the specialist register for Occupational Medicine
- Any OH Physician carrying out classified Radiation Medicals, Control of Substances Hazardous to Health (CoSHH), work in Compressed Air Regulations and control of Lead at Work Regulations are an approved HSE Radiation Physician and are listed on the HSE website.

### **Implementation Plan:**

UKRI will require a fully functioning Occupational Health service by the contract start date.

- The IT systems are to be fully operational 6 weeks after the contract start date. Service testing on the system will be available 4 weeks prior to go live , or at another convenient date agreed with UKRI, to ensure that the system will be accessible and ready for the contract start date.
- Training and launch events are to be carried out during the implementation period.
- The transition must be smooth and timely with key functions available to named contacts on day one.
- Existing occupational health cases should be concluded with the incumbent provider, and new cases, including re-referrals, to be handled by the new supplier.
- The successful supplier will work in collaboration with the incumbent supplier to fully transition the services to meet the contract start date.
- Full case conferences to be available from award of contract where required.
- Expected implementation time – 6-8 weeks from award.

### **Security**

- It is a requirement that all Occupational Health provider employees that have access to personal data relating to UKRI employees and prospective employees must have security clearance (BPSS as a minimum) including Extremist Groups affiliation etc.

**For Occupational Health the service provider must:**

- Provide an accessible service
- Provide a fair and equality-centred service
- Be impartial, approachable and receptive
- Focus on a high quality, clinically led and evidence-based service
- Maintain accurate and confidential records.
- Provide statistical data of all services utilised (See Management Information requirements)
- Manage the contract – including identifying and managing risks to service delivery, working closely and timely with the Contracting Authority’s key points of contact to actively resolve any issues identified.

**For service delivery the service provider must:**

- Adhere to the requirements of the Access to Medical Reports Act 1988 (AMRA) including consent to release reports to UKRI
- Identify and provide rapid access to intervention that facilitates early return to work
- Advise on phased return to work
- Conduct pre-employment health assessments.
- Highlight specific patterns of absence that may require intervention. Suggest use of creative intervention(s) to address specific absence issue.

**Web Based Secure Portal**

The supplier shall, wherever possible, maximise the use of technology and online solutions including the provision of an online, web-based, secure portal for referrals, case management, case status, reports and updates, health screening / surveillance and Management Information. The portal will be appropriately branded to reflect UKRI’s branding guidelines.

The portal must be available to all named contacts (estimated 114 users). For individuals administering the referrals, for security and data protection we will supply name and email address only for login details. Requests for any personal data in relation to individuals who are not the subject of referrals will be rejected.

**IT Availability**

- On-line referral system to be available at all times 24 hours, 7 days a week except agreed downtime for maintenance/updates as agreed with the Contracting Authority
- Planned IT downtime - essential downtime must be kept to a minimum within core operating hours as described under ‘availability of service’ below (Availability - at least 98% at all times)
- Unplanned IT downtime - service to be restored within 3 hours of becoming unavailable. Where this is not possible a written explanation, action plan and timetable to be submitted and agreed to UKRI Chief People Officer
- IT unavailability in accordance with the Business Impact Assessment not to exceed more than 8 hours per incident. But where likely to exceed, early indication of the likely downtime together with a timetable and recovery plan to be agreed with UKRI
- Alternative paper-based referral process in the event of a major system outage

(by either the supplier or UKRI)

### **Helpdesk**

The supplier shall provide a telephone helpline staffed by trained advisers to provide immediate advice to named contacts on workplace health issues that may require OH advice. This will include as a minimum; pre-referral advice, clarification on process, case progression, case amendments and generic advice on the impact of a condition or illness in the workplace (e.g. contagious or infectious disease).

The service will give UKRI's representatives the opportunity to talk through individual cases before making formal management referrals, and to receive initial information and guidance on how best to construct referrals for occupational health assessments. The service shall ensure that the referral is progressed in the most effective manner.

The service will provide access to past referrals and provide clarification on current and past reports.

The service will be accessed ideally on a free phone number or at locally charged telephone rates (0800 or 0345).

### **Availability of the Service**

The provision of Occupational Health Services must be available 52 weeks of the year, Monday to Friday, excluding Bank and Public Holidays. As a minimum, the service including telephone helplines must be provided between the hours of 09:00 hours to 17:00 hours (the Core Operational Hours) during which time UKRI will expect to have access to Occupational Health Physicians (OHP) and Occupational Health Advisors (OHA).

- All calls to be answered within 5 rings or fewer
- All telephone messages and simple contact emails from UKRI are responded to within 1 working day of receipt.
- All written correspondence including complex emails requiring problem resolution to be responded to within 3 working days of receipt with a resolution or plan for resolution

Requirements must be tailored to meet UKRI's specific OH requirements.

- Provide advice and guidance on the management of the occupational health aspects of sickness absence, fitness to work, and return to work.
- Health assessments, including pre-employment health assessment, overseas travel assessment, and return to work medicals.
- A provision for home visits to be conducted by exception.
- As part of medical referral, provide advice on illness and other non-illness related conditions e.g. injuries, disabilities, other conditions etc. and also return to work.
- Provide a timely referral process which ensures good attendance rates at appointments.
- Provide the facility for case conferences to be facilitated by the OHA and/or OHP, as appropriate.
- Provide the facility for an on-site / mobile OHP clinic at the request of an individual business unit
- Fitness assessment of staff in specific roles.
- Fast intervention (assessment and referral) for mental ill-health and musculoskeletal problems. Within 48 working hours for mental ill-health

- problems and within 1 week for musculoskeletal problems.
- Provision of management information.
- Health promotion and awareness including promotional material and presentations on health issues and topics.
- Other OH services as required (e.g. workplace assessments, psychological assessments and onward referrals).
- Various health surveillance (including statutory health surveillance – Laboratory Animal Allergen for MRC Harwell Institute, which incorporate animal facilities).
- Act as scheme medical advisor for the Research Councils' Pension Scheme in relation to ill health retirement applications from active scheme members only.

Current headcount, on a site by site basis, is detailed in the table below:

Organisation	Head Count
Polaris House Swindon	1900
58 Victoria Embankment, London*	206
Keyworth (DDat only)	24
Nicholson House Bristol	65
Home or Field based	214
Mary Lyon Centre (MLC)	141
Mammalian Genetics Unit (MGU)	131
RCaH	13
Centre for Macaques (CFM)	10
NC3Rs	30

\*includes staff moving to Stamford Street

The supplier will provide management reports that provide advice or opinion to managers:

- that are clear, concise, unambiguous and realistic and which reflects the requirements and limitations of the employee, the work and the working environment;
- on prospective employees' fitness for employment (pre-employment health screening) and recommendations for any reasonable adjustments that may be required;
- that supports them in managing sickness absence;
- on fitness for work and/or role including recommendations on phased returns and reasonable adjustments that may be required;
- regarding treatment/medication and impact on employee effectiveness to deliver in their role;
- on whether employees are likely to be classified as disabled under the definitions laid out in the Equality Act 2010 with recommendations for reasonable adjustments;
- on whether any underlying health issues have the potential to impact on employee performance
- on whether an employee is fit to attend a review/formal meeting
- on fitness for business related travel

The supplier will need to demonstrate how they will meet both the generic and specific requirements of the delivery of Occupational Health referrals, pre-employment health assessment and other occupational health services (e.g. telephone support to named contacts and MI/data requirements).

#### **Case Management (Referral, Appointment and Report)**

- Acknowledgement of referral within 2 working days of receipt

- Confirmation of appointment within 3 working days of receipt of referral
- OHA telephone consultation to take place within 4 working days of acknowledgement
- OHP telephone consultation to take place within 7 working days of acknowledgement
- OHA / OHP face to face consultation to take place within 10 working days of referral
- Written reports and opinions following telephone or face-to face assessments to be produced within 2 working days of the assessment and released within 1 working day of consent from subject being received.
- Delays in consenting to the release of reports to be reported to the organisation within 5 working days from when the report has been issued to the subject
- Refusal to consent to release of reports to be reported to the organisation within 2 working days from receiving refusal.
- Notification of an employee failing to attend appointment within 1 working day of appointment being missed.
- Face to face consultation locations should be within 1 hour travelling distance on public transport of the normal working location except for home or field-based staff where the face to face consultation location should normally be within 1 hour travelling distance on public transport from their home. For Harwell staff, on-site / mobile unit face to face consultations are required.
- All reports must contain the correct level of information and detail in order to inform management decisions.
- Response to queries on reports must be received within 3 working days of being raised.
- Manage reports and storage in accordance with data protection regulations.

#### **Pre-Appointment / Pre-Enrolment Checks**

- Provide pre-employment health screening.
- Identify, during pre-employment health screenings, any pre-existing health conditions or disabilities that may require adjustments in accordance with the Equality Act 2010 and to advise the Contracting Authority of those adjustments.
- Report, following on-line screening to be produced within 2 working days
- Report including advice on onward referral or action, following online assessment to be produced within 2 working days and released within 1 working day of consent from subject being received.
- Face to face assessment within 10 working days
- Report including advice on onward referral or action, following face to face assessment to be produced within 2 working days and released within 1 working day of consent from subject being received.
- Specialist fitness for work health surveillance within 15 working days

#### **Further Medical Evidence Assessments (FME)**

- Report requested from the specialist / GP within 2 working days of its need being identified
- FME (including full report and employee review) 20 working days from date of request. Supplier to take reasonable steps to chase up outstanding evidence to keep within this timeframe.
- Updates on progress must be clearly shown on the portal

### **Case Conferences**

- Parameters and agenda to be pre-agreed (e.g. confidentiality)
- Single case conferences arrangements to be made within 5 working days of request
- Multiple case conference (including collation of referrals) arrangements to be made within 10 working days of request
- Case conferences must include attendance by either a OH physician or OH advisor

### **Ill Health Retirements**

The supplier will work closely with UKRI to ensure that all necessary steps have been taken to enable employees to return to or stay in work.

Where required, the supplier will give a medical opinion on the likelihood of employees meeting the criteria for ill health retirement to enable the Contracting Authority to determine if a formal retirement application should be made. The opinion can be based on either a paper review of existing evidence or a medical examination. The opinion will be in report format. The employee will retain right of access to the report.

The supplier will be required to work closely with other contracted supplier(s) of medical advice in support of ill health retirement cases.

- Medical reports relating to ill health retirement applications within 10 working days of request
- Ill Health Retirement applications forwarded to Medical Advisor or other appropriate pension scheme within 3 working days of request
- Ill Health Retirement cases to be conducted within 2 months of request

The supplier is also required to act as the Scheme Medical Advisor in assessing applications for Ill Health Retirement for employees that are members of the Research Councils' Pension Scheme (RCPS). Applications will be assessed against the criteria set in the pension scheme rules and a formal decision provided to UKRI clearly determining an employee's eligibility for Ill Health Retirement and, if applicable, the tier (level) of ill-health pension.

### **Business Health Surveillance & Overseas Travel Assessments**

- Inclusive of referral, assessment, report, records maintenance and administration
- Acknowledgement of request within 2 working days
- Appointment to be arranged within 5 working days of acknowledgment
- All health surveillance, monitoring and specialist fit for task assessments and reports within 10 working days of referral
- Screening for overseas travel within 3 working days of acknowledgement of request.
- Provision of inoculations prior to overseas travel within 3 working days of acknowledgement of request.

### **Pregnant Worker Assessment**

- Inclusive of referral, assessment, report, records maintenance and administration.
- Acknowledgement of request within 2 working days
- Appointment to be arranged within 5 working days of acknowledgment
- All health surveillance, monitoring and specialist fit for task assessments and reports within 10 working days of referral

### **Influenza Immunisations**

- Provide a service to enable employees to have a voluntary influenza immunisation injection on the Contracting Authority's sites on an annual basis.
- The Contracting Authority to inform the supplier of the anticipated usage of the service to enable the supplier to provide an appropriate quantity of vaccinations (on the day and at the appropriate site)
- The supplier to provide a booking system that employees can use to book their injection.

### **MRC Harwell Institute and RCaH Assessment and Testing**

In addition, MRC Harwell Institute and RCaH require the following Assessment and Testing. These shall be carried out on site at the MRC Harwell Institute as pre-agreed clinics for which a room shall be provided.

- Spirometry/ lung function tests
- Dermatology / Skin assessment
- Statutory Health surveillance - Working with biological or chemical agents
- Statutory Health surveillance - Laboratory Animal Allergen
- Surveillance for control of lead at work regulations
- Baseline hearing tests
- Fork-lift truck medical
- Classified radiation medical
- Hepatitis B immunisations
- Health screening on commencement of employment

### **Customer Satisfaction**

The supplier shall conduct satisfaction surveys, frequency to be confirmed. The survey should have a minimum sample of 50% of named contact service users in the survey period.

The survey will measure all aspects of service, including any clinical outcomes. The supplier shall provide the Contracting Authority with details of how customer satisfaction is measured and reported.

### **Complaints**

The supplier must have a nominated senior member of staff responsible for managing the complaints process.

- All complaints must be acknowledged to both the complainant and the Contracting Authority within 2 working days.
- A full response must be provided within 10 working days of receipt of the complaint detailing the complaint, the resolution of the complaint or a resolution plan and a timescale.
- Medical confidentiality shall be respected at all times.

### **Contract Management**

- All invoices to be right first time and received at the time agreed by UKRI.
- Invoices to be issued to each operating unit as listed on the Purchase Order
- Invoices for pre-employment checks to be invoiced separately.
- All invoices must be supplied with correlating data and Purchase Order number to enable the Contracting Authority to reconcile the invoice. Allow un-billed cancellation of appointments up to 24 hours before the appointment time. For



cancelled appointments: up to 24 hours before appointment – no charge; within 24 hours – 50% of appointment charge; Non-attendance without prior notice of cancellation will incur 100% of appointment charge.

**Management Information (MI)**

- The reporting period is Monthly
- The form of the MI will be agreed with the Supplier as part of the onboarding process
- All management information must be available within 14 calendar days of the end of the reporting period (100%).
- All standard MI to be provided by the working day of each month agreed with the Contracting Authority (100%).
- Account Management Meetings will be initially Monthly for the first 3 months then quarterly thereafter by video conference or face to face meetings to be agreed as part of the onboarding process

**Terms and Conditions**

Total value of the contract including option extensions over the 5 years shall not exceed £300,000.00 ex VAT. The initial contract will be for 3 years with the option to extend on an annual basis (3+1+1) from commencement of the Contract.

For the avoidance of doubt:

The Initial contract (3 year) value shall not exceed £180,000.00 ex VAT

Optional Year 4 value shall not exceed £60,000.00 ex VAT

Optional Year 5 value shall not exceed £60,000.00 ex VAT

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.

**Annex A - Schedule of Processing, Personal Data and Data Subjects**

The Supplier shall only process in accordance with the instructions as advised below and comply with any further written instructions with respect to processing by the Contracting Authority. Any such further written processing instructions required by the Contracting Authority shall be incorporated into this Schedule and shall be the subject of a formal amendment to this Contract.

1. The contact details of the Contracting Authority Data Protection Officer are: Data Protection Officer, dataprotection@ukri.org
2. The contact details of the Suppliers Data Protection Officer are: TBC
3. The Supplier shall comply with any further written instructions with respect to processing by the Contracting Authority.

Any such further instructions shall be incorporated into this Schedule

Description	Details
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<b>Subject matter of the Processing</b>	<p>The supplier will be providing occupational health services initiated by a referral from the Contracting Authority including some regular health assessments,</p> <p>Referral will be through standard forms</p>
<b>Duration of the processing</b>	<p>This contract is due to run for 3 years +1+1</p>
<b>Nature and purposes of the processing</b>	<p>The Contractor will be responsible for securing and maintaining special category personal data.</p> <p>Data to be held securely and must be specific to the provision of Occupational Health only. And for operational purposes only to enable the contractor to carry out their contractual duties.</p> <p>All data stored or collected must be managed, stored, processed and erased in accordance with current data protection legislation applying to the UK or where requested by an authorized person from the Contracting Authority.</p> <p>The Contractor and the Contracting Authority recognise the controller/processor relationship is limited to the referrals and health assessment processes. Where the Contractor engages directly with the Data Subject it is recognised that the Contractor becomes the Data Controller</p>
<b>Type of Personal Data</b>	<p>Personal data includes: name, address, date of birth, telephone number, and limited Medical data</p> <p>All data listed above, will be held in a secure data base or storage system and a clearly defined and authorised access system place.</p>
<b>Categories of Data Subject</b>	<p>Employees including secondees on agreement with the primary employer and ex-employees</p>
<b>Plan for return and destruction of the data once the processing is complete UNLESS requirement under</b>	<p>Data will be retained for 7 years after the employee's employment has ended or in accordance with the Contracting Authority's retention schedule, whichever is longer. When records are destroyed, it will be done so in accordance with the Standard BS EN 15713:2009 Secure Destruction of Confidential Material.</p> <p>Where the contract is terminated or comes to an end, the supplier shall transfer all records to a new supplier in a</p>

<b>union</b> <b>or member state law to</b> <b>preserve that type of</b> <b>data</b>	readily accessible format.	
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## 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		
Questionnaire	Q No.	Question subject
<b>Selection Questionnaire Part 1: Potential Supplier Information</b>		
Section 1	1.3	Contact details and declaration
<b>Part 2: Exclusion Grounds</b>		
Section 2	2.1 (a)(i)	Participation in a criminal organisation
Section 2	2.1(a)(ii)	Corruption
Section 2	2.1(a)(iii)	Fraud
Section 2	2.1(a)(iv)	Terrorist Offences or offences link to terrorist activities
Section 2	2.1(a)(v)	Money laundering or Terrorist financing
Section 2	2.1(a)(vi)	Child Labour and other forms of trafficking in human beings
Section 2	2.2	Self cleaning
Section 2	2.3(a)	Payment of tax or social security
Section 3	3.1 (a)	Breach of environmental obligations
Section 3	3.1 (b)	Breach of social obligations
Section 3	3.1 (c)	Breach of labour law obligations
Section 3	3.1(d)	Bankruptcy
Section 3	3.1(e)	Guilty of grave professional misconduct
Section 3	3.1(f)	Distorting competition
Section 3	3.1(g)	Conflict of Interest

Section 3	3.1(h)	Prior involvement in procurement process
Section 3	3.1(i)	Prior performance of contract
Section 3	3.1(j)(i)	Serious Misrepresentation
Section 3	3.1(j)(ii)	Withholding information
Section 3	3.1(j)(iii)	Unable to provide supporting documentation for ESPD
Section 3	3.1(j)(iv)	Influenced the decision-making process
<b>Part 3: Selection Questions</b>		
Section 4	4.1	Audited accounts
Section 4	4.2	Minimum financial threshold
Section 5	5.1	Wider group
Section 5	5.2	Parent Company Guarantee
Section 5	5.3	Other Guarantee
Section 6	6.1	Relevant experience and contract examples
Section 7	7.1	Compliance under Modern Slavery Act 2015
Section 8	8.1(a)	Insurance
Section 9	SEL5.5	Health and Safety Policy
Section 9	SEL5.6	Enforcement/remedial orders in relation to the Health and Safety Executive
Section 9	SEL5.7	Breaching environmental legislation
Section 9	SEL5.8	Checking sub-contractors for infringement of environmental legislation
Section 9	SEL5.9	Unlawful discrimination
Section 9	SEL5.10	Checking sub-contractors for unlawful discrimination
Section 9	SEL 2.10	Cyber essentials
Section 9	SEL2.12	General Data Protection Regulation (GDPR) Act and Data Protection Act 2018
Section 9	FOI1.1	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.

<b>Award Pass/fail criteria</b>		
<b>Questionnaire</b>	<b>Q No.</b>	<b>Question subject</b>
Commercial	AW1.1	Form of Bid
Commercial	AW1.2	Bid validity period
Commercial	AW1.3	Certificate of bona fide Bid
Commercial	AW4.1	Compliance to the Contract Terms
Commercial	AW4.2	Changes to the Contract Terms
Price	AW5.1	Firm and fixed price
Commercial	AW5.4	E Invoice
Quality	AW6.1	Compliance to the Specification
Quality	AW6.2	Variable Bids
Quality	PROJ1.7	Security Clearance
Quality	PROJ1.8	Access to Medical Reports Act 1988 (AMRA)
-	-	Request for Proposal response – received on time within the e-sourcing tool
	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.

<b>Award Scoring criteria</b>			
<b>Evaluation Justification Statement</b>			
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.			
<b>Questionnaire</b>	<b>Q No.</b>	<b>Question subject</b>	<b>Maximum Marks</b>
Price	AW5.2	Price	10%
Quality	PROJ1.1	Methodology	40%
Quality	PROJ1.2	Implementation Programme	10%
Quality	PROJ1.3	Risk and Mitigation	10%

Quality	PROJ1.4	Contract Account Management	15%
Quality	PROJ1.5	MRC Harwell Mobilisation	10%
Quality	PROJ1.6	Geographical Locations	5%

## Award Evaluation of criteria

### Non-Price 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:

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

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

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

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

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

### Example

Evaluator 1 scored your bid as 60

Evaluator 2 scored your bid as 40

Evaluator 3 scored your bid as 80

Evaluator 4 scored your bid as 60

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

**Price elements** will be 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 price criterion.

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

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

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

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

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

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

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

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

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

## 5.5. Evaluation process

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

Stage	Summary of activity
Receipt and Opening	<ul style="list-style-type: none"> <li>RFP logged upon opening in alignment with UK SBS's procurement procedures.</li> <li>Any RFP Bid received after the closing date will be rejected unless circumstances attributed to the Contracting Authority or the e-sourcing tool beyond the bidder control are responsible for late submission.</li> </ul>
Compliance check	<ul style="list-style-type: none"> <li>Check all Mandatory requirements are acceptable to the Contracting Authority.</li> <li>Unacceptable Bids maybe subject to clarification by the Contracting Authority or rejection of the Bid.</li> </ul>
Scoring of the Bid	<ul style="list-style-type: none"> <li>Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the Selection criteria.</li> </ul>
Clarifications	<ul style="list-style-type: none"> <li>The Evaluation team may require written clarification to Bids</li> </ul>
Re - scoring of the Bid and Clarifications	<ul style="list-style-type: none"> <li>Following Clarification responses, the Evaluation team reserve the right to independently re-score the Bid and Clarifications and provide a commentary of their re-scoring justification against the Selection criteria.</li> </ul>
Validation of unsuccessful Bidders	<ul style="list-style-type: none"> <li>To confirm contents of the letters to provide details of scoring and relative feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.</li> </ul>



## **Section 6 – Selection and award questionnaires**

### **Section 6 – Selection questionnaire**

#### **6.1. Introduction**

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

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

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

## Section 6 – Award questionnaire

- 6.2. The Award questionnaires are located within the e-sourcing tool.
- 6.3. Guidance on completion of the questions is available at <http://www.uksbs.co.uk/services/procure/Pages/supplier.aspx>

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

## Section 7 – General information

### 7.1. Introduction

- 7.1.1. The Contracting Authority wishes to establish a Contract for the provision UK Research and Innovation (UKRI) Occupational Health Services. The Contracting Authority is managing this procurement process in accordance with the Public Contracts Regulations 2015 (as may be amended from time to time) (the “Regulations”). This is a services Contract being procured under the OJEU Open Procedure
- 7.1.2. The Contracting Authority is procuring the Contract for add for its exclusive
- 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 [and any relevant Other Public Bodies] intention to purchase the majority of its services under this Contract Arrangement from the Supplier(s) appointed this does not confer any exclusivity on the appointed Suppliers. The Contracting Authority and any relevant Other Public Bodies reserve the right to purchase any services (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 services covered by this procurement exercise have NOT been sub-divided into Lots.

- 7.1.11. The Contracting Authority shall utilise the Delta eSourcing Procurement Tool available at <https://uksbs.delta-esourcing.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 e-sourcing tool. All enquiries with respect to problems or functionality within the tool may be submitted to Delta eSourcing on 0845 270 7050
- 7.1.12. Please utilise the messaging system within the e-sourcing tool located at <https://uksbs.delta-esourcing.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 e-sourcing tool.
- 7.1.13. Bidders should read this document, Stage One: Overview Section. messages and the evaluation questionnaires carefully before completing the Response submission. Failure to comply with any of these instructions for completion and submission of the Submitted Response may result in the rejection of the Response. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the services and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.
- 7.1.14. All material issued in connection with this RFP shall remain the property of the Contracting Authority and/or as applicable relevant OPB and shall be used only for the purpose of this procurement. All Due Diligence Information shall be either returned to the Contracting Authority or securely destroyed by the Bidder (at the Contracting Authority's option) at the conclusion of the procurement
- 7.1.15. 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 any relevant OPB or Customer who are in any way connected with this procurement during the period of this procurement, unless instructed otherwise by the Contracting Authority.
- 7.1.17. 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, the Contracting Authority and/or any relevant OPB (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 services for which Responses are invited.
- 7.1.19. The Contracting Authority reserves the right to amend, add to or withdraw all or any part of this RFP at any time during the procurement.

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

## USEFUL INFORMATION LINKS

- [Contracts Finder](#)

- [Tenders Electronic Daily](#)
- [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 e-sourcing tool to the designated UK SBS contact.
- 7.7.2. All enquiries with respect to access to the e-sourcing tool may be submitted to Delta eSourcing on 0845 270 7050 please note this is a free self-registration website and this can be done by completing the online questionnaire at <https://uksbs.delta-esourcing.com/>
- 7.7.3. Bidders should be mindful that the designated Contact should not under any circumstances be sent a copy of their Response outside of the e-sourcing tool. Failure to follow this requirement will result in disqualification of the Response.

## **7.8. Preparation of a Response**

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

## **7.9. Submission of Responses**



- 7.9.1. The Response must be submitted as instructed in this document through the e-sourcing tool. Failure to follow the instruction within each Section of this document, to omit responses to any of the questions or to present your response in alignment with any guidance notes provided may render the Response non-compliant and it may be rejected.
- 7.9.2. The Contracting Authority may at its own absolute discretion extend the closing date and the time for receipt of Responses specified [Section 3](#).
- 7.9.3. Any extension to the RFP response period will apply to all Bidders.
- 7.9.4. Any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided. Failure to adhere to this requirement will result in the Response not being considered.
- 7.9.5. 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 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 relevant OPB or any of its employees concerning the establishment of the Contract or who directly or indirectly obtains or

attempts to obtain information from any such officer, member, employee or agent or concerning any other Bidder, Response or proposed Response will be disqualified.

## **7.11. Disclaimers**

- 7.11.1. Whilst the information in this RFP, Due Diligence Information and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.
- 7.11.2. Neither UK SBS, the Contracting Authority, nor any relevant OPB's nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:
- 7.11.2.1. makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the RFP; or
  - 7.11.2.2. accepts any responsibility for the information contained in the RFP or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
- 7.11.3. Any persons considering making a decision to enter into contractual relationships with the Contracting Authority and/or, as applicable, relevant OPB following receipt of the RFP should make their own investigations and their own independent assessment of the Contracting Authority and/or, as applicable, relevant OPB and its requirements for the services and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the RFP or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with Paragraph 7.15 of this RFP.

## **7.12. Collusive behaviour**

- 7.12.1. Any Bidder who:
- 7.12.1.1. fixes or adjusts the amount of its Response by or in accordance with any agreement or arrangement with any other party; or
  - 7.12.1.2. communicates to any party other than UK SBS, the Contracting Authority or, as applicable, relevant OPB the amount or approximate amount of its proposed Response or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Response or insurance or any necessary security); or
  - 7.12.1.3. enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Response; or
  - 7.12.1.4. enters into any agreement or arrangement with any other party as to the amount of any Response submitted; or
  - 7.12.1.5. offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Response or proposed Response, any act or omission,
- shall (without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability which such conduct by a Bidder may attract) be disqualified.

### **7.13. No inducement or incentive**

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

### **7.14. Acceptance of the Contract**

- 7.14.1. The Bidder in submitting the Response undertakes that in the event of the Response being accepted by the Contracting Authority and the Contracting Authority confirming in writing such acceptance to the Bidder, the Bidder will within 5 days of being called upon to do so by the Contracting Authority execute the Contract in the form set out in the Contract Terms or in such amended form as may subsequently be agreed.
- 7.14.2. The Contracting Authority shall be under no obligation to accept the lowest priced or any Response.

### **7.15. Queries relating to the Response**

- 7.15.1. All requests for clarification about the requirements or the process of this procurement shall be made in through the e-sourcing tool unless where the e-sourcing tool is unavailable due to Delta eSourcing 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 e-sourcing portal they should use the contact details defined in [Section 3](#).
- 7.15.4. No further requests for clarifications will be accepted after 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 e-sourcing tool. No Response may be modified after the deadline for submission of Responses.

7.17.2. Bidders may withdraw their Response at any time prior the deadline for submission of Responses [or any other time prior to accepting the offer of a Contract]. The notice to withdraw the Response must be in writing and sent to the Contracting Authority by recorded delivery or equivalent service and delivered to 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 the Official Journal of the European Union in accordance with the Regulations within 30 days of the award of the contract.

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

## Appendix 'A' Glossary of Terms

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

## Appendix B – Turn Over by Age Profile

Age Group	<21		>65		21-30		31-40		41-50		51-60		61-65		Total	
	Turnover Rate	Average Headcount	Turnover Rate	Average Headcount	Turnover Rate	Average Headcount	Turnover Rate	Average Headcount	Turnover Rate	Average Headcount	Turnover Rate	Average Headcount	Turnover Rate	Average Headcount	Turnover Rate	Average Headcount
Clean Location																
58 Victoria Embankment	0.00%	1	0.00%	2	9.90%	40	10.70%	56	11.70%	26	28.10%	21	0.00%	9	12.40%	153
NC3Rs					0.00%	4	17.30%	23	0.00%	8	0.00%	1	0.00%	1	10.70%	37
MGU Harwell					23.40%	17	11.30%	27	5.70%	17	0.00%	20	0.00%	3	9.60%	84
Reasearch complex @ Harwell					0.00%	1	0.00%	2	0.00%	3	0.00%	4	0.00%	1	9.20%	11
UK - Field Based			78.30%	4	19.50%	21	6.90%	58	3.50%	57	6.20%	49	0.00%	10	8.10%	198
MLC Harwell	0.00%	3	0.00%	1	13.70%	44	4.20%	48	9.80%	31	0.00%	15	0.00%	5	7.60%	145
Harwell	48.00%	2	0.00%	2	20.00%	5	0.00%	3	0.00%	4	0.00%	9	0.00%	2	7.50%	27
Dominions House			100.00%	1	13.70%	44	4.20%	48	9.80%	31	0.00%	15	0.00%	5	7.60%	145
Polaris House	5.70%	17	59.4	8	5.90%	337	6.50%	507	4.50%	382	5.00%	320	11.50%	61	6.10%	1631
Keyworth	0.00%	2			0.00%	2	0.00%	5	0.00%	4	0.00%	7	0.00%	3	0.00%	22
Porton Down	0.00%	1			0.00%	1	0.00%	1	0.00%	3			0.00%	1	0.00%	7
UK - Home Based					0.00%	1			0.00%	1	0.00%	1			0.00%	2

Please note that these figures are Average Headcount

## Appendix C - Supplier Day Questions and Answers

### Questions and Answers

#### Supplier Day 10<sup>th</sup> February 2020: Introduction to the Occupational Health Services

**Q1: What were the sticking points/ feedback from the suppliers on the framework regarding the non-receipt of bids from them the last time a competition was held utilising the Government CCS framework?**

A: Some suppliers were concerned that this was a collection of small organisations all requiring their own service with the perception being that there would be significant management time involved in organising and relationship managing the service. Others indicated that due to the timing of it they prioritised other bids over the UKRI requirement.

Some also felt it was not large enough regarding the volumetric data and that it would prove to be commercially impractical.

**Q2: When was the last time UKRI went out to tender?**

A: 2018.

**Q3: Who is the incumbent supplier?**

A: There are two currently being used, Medigold and Swindon Occupational Health Services.

**Q4. Are there services currently off-site?**

A: Yes for Swindon and Bristol. Clinics are based at Great Western Hospital, Swindon. Harwell have their own clinic at Harwell.

**Q5. What length of contract is required?**

A: 3 years with a 1 +1 option to extend.

**Q6: What is the budget?**

A: £300,000 excluding VAT for the total length of the contract.

**Q7. Are UKRI writing the specification themselves?**

A: Yes.

**Q8: Is there any EAP provision within the organisation?**

A; Yes.

**Q9: Do you pay for physiotherapy requirements?**

A: It is covered by another resource.

**Q10: What will be the breakdown between price and quality?**

A: That information will be on the tender documentation when the procurement goes live.

**Q11: Will TUPE be involved?**

A: No.

**Q12: How are the deferred pensions and ill health pensions covered?**

A: The pension scheme has a different medical advisor in place for deferred members of the pension scheme claiming early payment on the grounds of ill health.