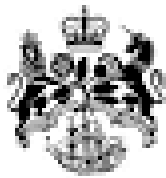


# Request for Proposal



## Department for Business & Trade

**Request for Proposal (RFP) on behalf of The Department for  
Business and Trade**

**Subject: RAF082/2223 - Mapping Product Regulations to Trade and  
Production Dictionaries**

**Sourcing Reference Number: PS23185**

**UK Shared Business Services Ltd (UK SBS)**  
[www.uksbs.co.uk](http://www.uksbs.co.uk)

Registered in England and Wales as a limited company. Company Number 6330639.  
Registered Office Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1FF  
VAT registration GB618 3673 25  
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Version 7.0

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

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## **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.

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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](mailto:casework@ico.org.uk)

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

**Contact Details**

The data controller for your personal data is:

The Department for Business & Trade (DBT)

You can contact the Data Protection Officer at:

The Department for Business and Trade (DBT), Old Admiralty Building, Admiralty PI, London, SW1A 2DY. Email: [dataprotection@businessandtrade.gov.uk](mailto:dataprotection@businessandtrade.gov.uk).

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## Section 2 – About the Contracting Authority

### Department for Business and Trade (DBT)

We are the department for economic growth. We support businesses to invest, grow and export, creating jobs and opportunities across the country.

DBT is a ministerial department, supported by [19 agencies and public bodies](#).

We will:

- advise, support, and promote British businesses wanting to grow and export
- shape our rules to ensure businesses thrive, markets are competitive, and consumers are protected
- open up new markets for businesses by removing barriers and striking trade deals
- secure global investment from businesses and investors
- champion free trade, economic security, and resilient supply chain

## Section 3 – Working with the Contracting Authority

Section 3 – Contact details		
3.1.	Contracting Authority Name and address	<b>Department for Business and Trade (DBT)</b> Old Admiralty Building, Admiralty Pl, London, SW1A 2DY
3.2.	Buyer	Alexandra Williams
3.3.	Buyer contact details	professionalservices@uksbs.co.uk
3.4.	Maximum value of the Opportunity	<p>The maximum value of the Contract is £130,000.00 excluding VAT.</p> <p>The maximum value of the Contract is £130,000.00 excluding VAT will be split into the below;</p> <ul style="list-style-type: none"> <li>£25,000.00 excluding VAT for the Pilot Stage.</li> <li>£105,000.00 excluding VAT for the Final Project.</li> </ul>
3.5.	Process for the submission of clarifications and Bids	<p><b>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.</b></p> <p><b>Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid <u>not</u> being considered, unless formally advised to do so by UKSBS.</b></p>

Section 3 - Timescales		
3.6.	Date of posting of Contract advert to Find a Tender and Contracts Finder	Wednesday, 2 <sup>nd</sup> August 2023
3.7.	Latest date / time RFP clarification questions shall be received through the Jaggaer eSourcing Portal	Friday, 25 <sup>th</sup> August 2023 11:00
3.8.	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through the Jaggaer eSourcing Portal	Wednesday, 30 <sup>th</sup> August 2023
3.9.	Latest date and time for Bidder to request access to the RFP documents	Wednesday, 6 <sup>th</sup> September 2023 10:00

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3.10.	Latest date and time RFP Bid shall be submitted through the Jaggaer eSourcing Portal ( <b>the Deadline</b> )	Wednesday, 6 <sup>th</sup> September 2023 11:00
3.11.	Anticipated notification of proposed Contract award to unsuccessful bidders	Wednesday, 6 <sup>th</sup> September 2023 11:00
3.12.	Anticipated Contract Award Date	WC Monday, 25 <sup>th</sup> September 2023
3.13.	Commencement of Contract	WC Monday, 9 <sup>th</sup> October 2023
3.14.	Completion of Contract	<p>A Contract break point will be included in the Contract to allow the Contracting Authority to manage the Contract;</p> <ul style="list-style-type: none"> <li>The first Contract break point will be in December 2023 at the end of the Pilot Stage (15.12.2023).</li> </ul> <p>If the break point is not invoked, this Contract will terminate on Friday, 15<sup>th</sup> March 2024 with an optional extension of 1 month (15.04.2024).</p>
3.15.	Bid Validity Period	90 Days



## Section 4 – Specification and about this Procurement

### 1. Background

The Office for Product Safety and Standards (OPSS) was created in January 2018.

Responsibilities of The Office include:

- a. Giving detailed advice on the interpretation of safety related regulations and sits on many standards making committees.
- b. Responding to incidents where the safety of a consumer product is called into question.
- c. Offering policy advice to HMG on product safety issues.
- d. Enforcement of a wide range of other product standards and regulations, for instance Waste Electrical and Electronic Equipment (WEEE), Construction Products, Restriction of Hazardous Substances (RoHS), and Timber regulations.

The project detailed here is being recruited as part of the OPSS Research Programme that was launched in March 2018. This programme provides high quality strategic research to strengthen the evidence base for OPSS policy development, delivery, and enforcement, giving business the confidence to innovate and protect consumers from unsafe products. The wide range of evidence-based research supported by the Research Programme helps to address critical questions relating to current product safety, and/or issues that might arise due to future market developments.

OPSS holds policy and regulatory responsibility for a wide range of non-food consumer products. Many of these are EU-derived under the ‘New Approach’ framework, now transferred into UK law following EU Exit, while others have always been held domestically. Approximately 58 different regulations fall within scope (a full list is below) and several products fall within each regulation. Some products may fall within more than one regulation.

DBT (The Department for Business and Trade) also has responsibility for policy development, implementation, international negotiations, and stakeholder engagement for UK Conformity Assessed (UKCA) applicable products.

Within DBT, the Trade and Investment Negotiations Goods (TING) have an interest in the manufactured goods regulations under the Windsor Framework<sup>1</sup>, and previously the Northern Ireland Protocol. Therefore, the scope of the project will also include the regulations set out under Annex 2 of the Northern Ireland Protocol, in addition to OPSS regulations. This brings the total number of goods regulations in scope of the project to approximately 125. Mapping Annex 2 regulations should be taken forward if the successful bidder has the time, resource, and expertise to map products beyond OPSS regulations.

This research will produce evidence that is essential to enable government to make informed decisions about these types of product regulation. It will provide DBT / OPSS / TING with a comprehensive and definitive list of product codes across a number of different data dictionaries. We will be able to create a firmer idea of the scale and activity of the markets we regulate; plus, we will be able to drill into activity at certain ports of interest and even by Government region. It would also allow DBT to better understand the

<sup>1</sup> “Windsor Framework” has the same meaning as in Joint Declaration No 1/2023 of the Union and the United Kingdom in the Joint Committee which reflects the arrangements laid down in Decision No 1/2023 of that Joint Committee laying down arrangements relating to the Windsor Framework

manufactured goods that could be impacted by instances of future regulatory divergence between the UK and the EU, and between GB and NI.

## **2. Aims and Objectives of the Project**

The aim of this work is to map consumer product regulations to a number of different trade and production dictionaries.

Specifically, the objectives for this research are to:

- 1) Map the products under these regulations to trade and production data dictionaries, including Harmonised Standard (HS) and Combined Nomenclature (CN) codes (latest editions). These are used to categorise products in trade data, used internationally to identify common or similar products;
- 2) Map these regulations across to manufacturing datasets (the ONS ProdCom publication), which use a different product code structure;
- 3) Identify the types of businesses (sectors) most likely to be involved in the manufacture or retail of products captured under the regulations, using the Standard Industrial Classification (SIC) framework;
- 4) Assess whether products that are mapped to regulations, require conformity assessment from a third-party body (known as Approved Bodies or Conformity Assessment Bodies (CABs)).

We intend to use the outputs from this project for a number of purposes including decision making on sector interventions, support policy developments including the Product Safety Review, and provide an improved evidence base for trade negotiations.

## **3. Suggested Methodology**

We will prefer contractors who have the capability to use a software to match the regulations, hence can automate the matching process. Although gathering data on whether a product needs conformity assessment from an external body will need to be done manually. We invite contractors to give details of the methodology (software) they would use in their bid.

We aim to deliver the project in 2 stages: a pilot stage and then the final stage. The pilot stage will test, and quality assure the methodology (software and process) that the contractor aims to use to match the regulations to the different product codes. There will be a break clause after the pilot stage, if we feel the pilot stage doesn't meet our requirements then we will terminate the contract. We aim to match 15 regulations with the product codes for the pilot stage. Following the pilot stage there will be a check-in point for the contractor to share findings and explain the quality assurance activities to DBT, so we can jointly assess the success of the pilot. If the pilot stage is successful, we will then proceed to the final stage and then would expect the contractor to match the rest of the regulations. Any changes to the methodology, regulations in scope, and timelines should be agreed at this point. We reserve the right to stop or reduce the scope of the project following the pilot stage depending on the outcomes.

For the final stage, the minimum we would expect the contractor to do is:

- review the applicable regulations to understand their scope alongside other literature (impact assessments, surveys, and evaluations) around each piece of regulation; and
- use their own expertise and knowledge of product dictionaries to identify product codes that fall within the scope of the regulation.
- Validate their assessment with subject experts where appropriate

- Share the methodology (including detailed syntax) with DBT analysts

We estimate the whole project would take 4-6 months in total, including a 2-month pilot stage. However, we would be open to bids that suggest a different split between pilot and final stages, as long as this is fully justified within the bid. Similarly, we would also be open to bids that propose reviewing timelines following a pilot stage, however, the project must conclude before the end of the Financial Year and contractors should consider this when bidding.

The list of applicable regulations includes:

**OPSS holds policy and regulatory responsibility**

1. The Aerosol Dispensers Regulations 2009
2. The Gas Appliances (Enforcement) and Miscellaneous Amendments Regulations 2018
3. Regulation 1223/2009 on cosmetic products as brought into UK law and amended
4. Cosmetic Products Enforcement Regulations 2013
5. Equipment and Protective Systems Intended for Use in Potentially Explosive Atmospheres Regulations 2016
6. Lifts Regulations 2016
7. Supply of Machinery (Safety) Regulations 2008
8. The Measuring Container Bottles (EEC Requirements) Regulations 1977
9. The Measuring Instruments Regulations 2016
10. Weights and Measures Act 1985 (Sec 11a – Approved Verifiers)
11. Noise Emissions in the Environment by Equipment for Use Outdoors Regulations 2001
12. Non-Automatic Weighing Instruments Regulations 2016
13. Regulation 2016/425 on personal protective equipment as brought into UK law and amended, and the Personal Protective Equipment (Enforcement) Regulations 2018
14. Pressure Equipment (Safety) Regulations 2016
15. The Pyrotechnic Articles (Safety) Regulations 2015
16. Recreational Craft Regulations 2017
17. Simple Pressure Vessels (Safety) Regulations 2016
18. Toys (Safety) Regulations 2011
19. The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009
20. The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended)
21. Energy Information Regulations 2011
22. Eco design for Energy-Related Products Regulations 2010
23. Electrical Equipment (Safety) Regulations 2016
24. The Electromagnetic Compatibility Regulations 2016
25. The Radio Equipment Regulations 2017
26. The Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Regulations 2012
27. The Plugs and Sockets etc. (Safety) Regulations 1994
28. The Alternative Fuels Infrastructure Regulations 2017 (enforcement on behalf of OZEV)
29. The Alternative Fuel Labelling and Greenhouse Gas Emissions (Miscellaneous Amendments) Regulations 2019 (enforcement on behalf of OZEV)
30. The Waste Batteries and Accumulators Regulations 2009, Part 5, Producer Obligations: Industrial and Automotive Batteries
31. The Waste Batteries and Accumulators regulation 2009 (Part 4)

32. The Batteries and Accumulators (Placing on the Market) Regulations 2008
33. Heat network (Metering and Billing) Regulations 2014
34. The N-nitrosamines and N-nitrosatable Substances in Elastomer or Rubber Teats and Dummies (Safety) Regulations 1995
35. The Food Imitations (Safety) Regulations 1989
36. Oil Heaters (Safety) Regulations 1977
37. The Fireworks Regulations 2004
38. The Nightwear (Safety) Regulations 1985
39. The End-of-Life Vehicle Regulations 2003 (Part III and Part IV only)
40. The Waste Electrical and Electronic Equipment Regulations 2013 (Regulations 22 & 23 only)
41. The Timber and Timber Products (Placing on the Market) Regulations 2013
42. The Timber and Timber Products and FLEGT (EU Exit) Regulations 2018
43. The Timber and Timber Products and FLEGT (Amendment) (EU Exit) Regulations 2020
44. Hallmarking Act 1973
45. European Timber Regulations 995/2010
46. Section 17 and Schedule 2B of the Gas Act 1986 (as amended)
47. Schedule 7 of the Electricity Act 1989 (as amended)
48. Regulation 1983/684 on Gas Meters
49. Regulation 2016/1153 on Measuring Instruments
50. Regulation 1998/1565 on Meters (Approval of Pattern or Construction and Manner of Installation)
51. Regulation 2002/3129 on Electricity (Approval of Pattern or Construction and Installation and Certification) (Amendment)
52. Regulation 1995/2607 and Regulation 2002/3082 on Measuring Instruments (EC Requirements) (Electrical Energy Meters)
53. Medical Devices Regulations 2002 (SI No 618, as amended). However, we ask the contractor separates out "Active Implantable Medical Devices", "In Vitro Diagnostic Medical Devices" and other/general "Medical Devices" as identified in the regulations.
54. The Cableway Installations Regulations 2018 (as amended)
55. Explosives Regulations 2014
56. The Railways (Interoperability) Regulations 2011
57. The Merchant Shipping (Marine Equipment) Regulations 2016
58. The Construction Products (Amendment etc.) (EU Exit) Regulations 2020

**Additional manufactured goods regulations under Annex 2 of the Northern Ireland Protocol (TING interest)<sup>2</sup>**

59. Directive 2001/95/EC; General Product Safety
60. Council Directive 70/157/EEC; Permissible sound level and the exhaust system of motor vehicles
61. Regulation (EU) No 540/2014; Sound level of motor vehicles and of replacement silencing systems
62. Directive 2005/64/EC; Type-approval of motor vehicles - reusability, recyclability
63. Directive 2006/40/EC; Emissions from air conditioning systems in motor vehicles
64. Regulation (EC) No 715/2007; Type approval of motor vehicles - emissions from light vehicles
65. Directive 2007/46/EC; Framework for the approval of motor vehicles and their trailers

<sup>2</sup> Final list may be subject to small changes, depending on policy at the time of commissioning.

66. Regulation (EU) 2018/858; Approval and market surveillance of motor vehicles and their trailers
67. Regulation (EC) No 78/2009; Type-approval of motor vehicles - protection of pedestrians
68. Regulation (EC) No 661/2009; Type-approval requirements for the general safety of motor vehicles
69. Regulation (EC) No 79/2009; Type-approval of hydrogen-powered motor vehicles
70. Regulation (EC) No 595/2009; Type-approval of motor vehicles and engines - emissions from HGVs
71. Regulation (EU) No 168/2013; Approval and market surveillance of two/three/four-wheel vehicles
72. Regulation (EU) 2015/758; Type-approval requirements for the eCall in-vehicle system
73. Regulation (EC) No 443/2009; Emissions performance standards for new passenger cars
74. Regulation (EU) No 510/2011; Emission performance standards for new light commercial vehicles
75. Regulation (EU) No 167/2013; Approval and market surveillance of agricultural vehicles
76. Council Directive 73/361/EEC; Certification and marking of wire-ropes, chains, and hooks
77. Council Directive 92/42/EEC; Efficiency requirements for new hot-water boilers fired with liquid/gas
78. Regulation (EU) No 305/2011; Marketing of construction products
79. Regulation (EU) 2016/1628; Pollutant emission limits/type-approval for combustion engines
80. Regulation (EU) No 1007/2011; Fibre composition of textile products
81. Directive 94/11/EC; Main components of footwear
82. Regulation (EU) No 98/2013; Explosives precursors
83. Directive 2002/98/EC; Quality and safety of human blood
84. Directive 2004/23/EC; Quality and safety of human tissues and cells
85. Directive 2010/53/EU; Quality and safety of human organs for transplantation
86. Regulation (EC) No 2003/2003; Fertilisers
87. Directive 2004/10/EC; Tests on chemical substances
88. Directive 2004/9/EC; Inspection and verification of good laboratory practice
89. Directive 2011/65/EU; Certain hazardous substances in electrical and electronic equipment
90. Regulation (EC) No 648/2004; Detergents
91. Regulation (EC) No 850/2004; Persistent organic pollutants
92. Regulation (EU) 2017/852; Mercury
93. Regulation (EC) No 1907/2006; REACH
94. Regulation (EC) No 273/2004; Drug precursors
95. Regulation (EU) No 649/2012; Export and import of hazardous chemicals
96. Regulation (EC) No 1272/2008 Classification, labelling and packaging
97. Regulation (EC) No 1107/2009; Plant protection products
98. Regulation (EC) No 396/2005; Residue levels of pesticides in or on food
99. Regulation (EU) No 528/2012; Biocidal products
100. Regulation (EC) No 1013/2006; Shipments of waste
101. Directive 94/62/EC; Packaging waste
102. Regulation (EU) No 1257/2013; Ship recycling
103. Council Directive 2006/117/Euratom; Control of shipments of radioactive waste and spent fuel
104. Regulation (EC) No 66/2010; EU Ecolabel
105. Directive 2004/42/EC; Emissions of volatile organic compounds

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106. Regulation (EU) No 517/2014; Fluorinated greenhouse gases
107. Regulation (EC) No 1005/2009; Substances that deplete the ozone layer
108. Regulation (EU) 2017/852; Framework for energy labelling
109. Regulation (EC) No 106/2008; Community energy-efficiency labelling for office equipment
110. Regulation (EC) No 1222/2009; Labelling of tyres with respect to fuel efficiency
111. Directive 98/70/EC; Quality of petrol and diesel fuels
112. Regulation (EU) 2017/1369; Framework for energy labelling
113. Council Regulation (EC) No 2182/2004; Medals and tokens similar Euro coin
114. Regulation (EC) No 1889/2005 Controls of cash entering or leaving the Community
115. Directive 2014/40/EU; Tobacco and related products
116. Council Regulation (EC) No 116/2009; Cultural goods
117. Directive 2014/60/EU; Cultural objects unlawfully removed from a Member State
118. Council Directive 69/493/EEC; Crystal glass
119. Council Regulation (EC) No 428/2009; Dual-use items
120. Council Regulation (EC) No 1236/2005; Goods which could be used for capital punishment, torture
121. Regulation (EU) No 258/2012; Implementing Article 10 of the UN Protocol on firearms
122. Council Regulation (EC) No 2964/95; Registration for crude oil imports
123. Council Regulation (EC) No 2368/2002; Implementing the Kimberley Process for rough diamonds
124. Council Directive 91/477/EEC; Control of the acquisition and possession of weapons
125. Directive 2009/43/EC; Transfers of defence-related products within the Community

#### 4. Deliverables

The final research should deliver a comprehensive and definitive list of product codes across a number of different data dictionaries. In doing so, we expect the contractor to submit the following deliverables:

- **a spreadsheet(s)** (or equivalent) containing a list of each product code mapped across to a regulation and whether products require Approved Body (Conformity Assessment Body) involvement, and
- **a short report** detailing
  - the methods used (we expect to get a detailed syntax code),
  - an assessment by the contractor of the confidence in the coverage of each regulation.
- **a teach in** for DBT, detailing how to apply the methods used and the syntax code to future regulations.

It is our intention to publish both spreadsheet and report; therefore, they must both be of publishable quality (thorough quality assurance is essential), and we would like to review the draft report.

#### 5. Terms and Conditions

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The Contract duration shall be for a period of 5 months with a Contract break point will be included in the Contract to allow the Contracting Authority to manage the Contract. The first Contract break point will be in December 2023 at the end of the Pilot Stage (15.12.2023). If the break point is not invoked, this Contract will terminate on Friday, 16<sup>th</sup> March 2024 with an optional extension of 1 month (15.04.2024).

**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
<b>Qualification Questionnaire Part 1: Potential Supplier Information</b>		
Section 1	1.1(a) – p	Contact details and declaration
<b>Qualification Questionnaire Part 2: Exclusion Grounds</b>		
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



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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	Modern Slavery
<b>Qualification Questionnaire Part 3: Selection Questions</b>		
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 6	6.3	Technical and Professional Ability
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	SEL2.18	Supply Chain Transparency
Part 3	SEL2.19	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
Technical	AW6.1	Compliance to the Specification
Technical	AW6.2	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				
<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.				
Evaluation Envelope	Q No.	Question subject	Maximum Marks	
			Overall	Breakdown
Commercial	AW5.1	Price	20%	20%
Technical	PROJ1.1	Understanding the Project Environment	80%	15%
Technical	PROJ1.2	Approach/ Methodology		30%
Technical	PROJ1.3	Staff to Deliver		15%
Technical	PROJ1.4	Project Plan, Risk Management and Timescales		10%
Technical	PROJ1.5	Social Value		10%

## 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:

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

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

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

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

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

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

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

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

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

(Maximum marks available in this example being 12.5)

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

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

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

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

## 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 UK SBS, the Contracting Authority or the eSourcing Portal 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 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 and / Award criteria.</li> </ul>
Moderation meeting (if required to reach an award decision)	<ul style="list-style-type: none"> <li>To review the outcomes of the Commercial review</li> <li>To agree final scoring for each Bid, relative rankings of the Bids</li> <li>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</li> </ul>
Due diligence of the Bid	<ul style="list-style-type: none"> <li>the Contracting Authority may request the following requirements at any stage of the Procurement: <ul style="list-style-type: none"> <li>Submission of insurance documents from the Bidder</li> </ul> </li> </ul>

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	<ul style="list-style-type: none"> <li>○ Request for evidence of documents / accreditations referenced in the / Request for Proposal response / Bid and / or Clarifications from the Bidder</li> <li>○ Taking up of Bidder references from the Bidders Customers.</li> <li>• Financial Credit check for the Bidder</li> </ul>
Validation of unsuccessful Bidders	<ul style="list-style-type: none"> <li>• To confirm contents of the letters to provide details of scoring and meaningful feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.</li> </ul>

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## 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 RAF082/2223 - Mapping Product Regulations to Trade and Production Dictionaries. 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 services 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 services under this Contract Arrangement from the Supplier(s) appointed this does not confer any exclusivity on the appointed Suppliers. The Contracting Authority reserve the right to purchase any services and services (including those similar to the services covered by this procurement) from any Supplier outside of this Contract.
- 7.1.9. The Contracting Authority reserves the right not to conclude a Contract as a result of the current procurement process. Bidders should review the contents of Section 7 paragraph 7.8.1 when considering submitting their Response.
- 7.1.10. The services covered by this procurement exercise have NOT been sub-divided into Lots.
- 7.1.11. The Contracting Authority shall utilise the Jaggaer eSourcing Portal available at <https://beisgroup.ukp.app.jaggaer.com/> to conduct this procurement. There will be no

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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](mailto: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 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 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.



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- 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 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:

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- 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 2<sup>nd</sup> April 2014 to replace the previous Government Protective Marking System ("GPMS"). A key aspect of this is the reduction in the number of security classifications used. All Bidders are encouraged to make themselves aware of the changes and identify any potential impacts in their Bid, as the protective marking and applicable protection of any material passed to, or generated by, you during the procurement process or pursuant to any Contract awarded to you as a result of this 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

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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.

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## 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.

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- 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.

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**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 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, 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,

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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.

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- 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.



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- 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 <a href="https://www.find-tender.service.gov.uk/Search">https://www.find-tender.service.gov.uk/Search</a>
“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
“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. <b>NOTE:</b> 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 <a href="#">Section 4 Specification</a>