

Dynamic Purchasing System (DPS)



Department for
Science, Innovation
& Technology

Dynamic Purchasing System (DPS) on behalf of The Department for Science, Innovation & Technology (DSIT)

Subject: Scientific Research and Advice for Government Dynamic Purchasing System (DPS)

Sourcing Reference Number: PS25001

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Section 1 – About UK Shared Business Services

Putting the business into shared services

UK Shared Business Services Ltd (UKSBS) 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.

UKSBS 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 DSIT / DESNZ & UKRI, UKSBS' goals are aligned with the public sector and delivering best value for the UK taxpayer.

Our Customers

UKSBS 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 (UKSBS) we recognise and understand that your privacy is extremely important, and we want you to know exactly what kind of information we collect about you and how we use it.

This privacy notice link below details what you can expect from UKSBS when we collect your personal information.

- We will keep your data safe and private.
- We will not sell your data to anyone.
- We will only share your data with those you give us permission to share with and only for legitimate service delivery reasons.

<https://www.ukpbs.co.uk/use/pages/privacy.aspx>

Privacy Notice

This notice sets out how the Contracting Authority will use your personal data, and your rights. It is made under Articles 13 and/or 14 of the UK General Data Protection Regulation (UK GDPR).

YOUR DATA

The Contracting Authority will process the following personal data:

Names and contact details of employees involved in preparing and submitting the bid;
Names and contact details of employees proposed to be involved in delivery of the contract;
Names, contact details, age, qualifications and experience of employees whose CVs are submitted as part of the bid.

Purpose

The Contracting Authority are processing your personal data for the purposes of the tender exercise, or in the event of legal challenge to such tender exercise.

Legal basis of processing

The legal basis for processing your personal data is processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the data controller, such as the exercise of a function of the Crown, a Minister of the Crown, or a government department; the exercise of a function conferred on a person by an enactment; the exercise of a function of either House of Parliament; or the administration of justice.

Recipients

Your personal data will be shared by us with other Government Departments or public authorities where necessary as part of the tender exercise. The Contracting Authority may share your data if required to do so by law, for example by court order or to prevent fraud or other crime.

Retention

All submissions in connection with this tender exercise will be retained for a period of 7 years from the date of contract expiry, unless the contract is entered into as a deed in which case it will be kept for a period of 12 years from the date of contract expiry.

Your Rights

You have the right to request information about how your personal data are processed, and to request a copy of that personal data.

You have the right to request that any inaccuracies in your personal data are rectified without delay.

You have the right to request that any incomplete personal data are completed, including by means of a supplementary statement.

You have the right to request that your personal data are erased if there is no longer a justification for them to be processed.

You have the right in certain circumstances (for example, where accuracy is contested) to request that the processing of your personal data is restricted.

You have the right to object to the processing of your personal data where it is processed for direct marketing purposes.

You have the right to object to the processing of your personal data.

International Transfers

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

Complaints

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

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

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

Contact Details

The data controller for your personal data is:

The Department for Science, Innovation & Technology (DSIT)

You can contact the Data Protection Officer at:

DSIT Data Protection Officer, Department for Science, Innovation & Technology, 22-26 Whitehall Place, London, SW1A 2EG. Email:

Section 2 – About the Contracting Authority

Department for Innovation, Science & Technology (DSIT)

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

DSIT is a ministerial department, supported by [16 agencies and public bodies](#).

Our responsibilities

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

Section 3 – Working with the Contracting Authority

Section 3 – Contact details		
3.1.	Contracting Authority Name and address	Department for Science, Innovation & Technology (DSIT) 22 – 26 Whitehall London SW1A 2EG
3.2.	Buyer	Nicola Turner
3.3.	Buyer contact details	ProfessionalServices@uksbs.co.uk
3.4.	Estimated value of the DPS	£9,000,000.00 Excluding VAT
3.5.	Process for the submission of clarifications and Bids	All correspondence shall be submitted within the Messaging Centre of the eSourcing portal. Guidance on how to obtain support on using the eSourcing portal can be found in Section 7.1.11. Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid <u>not</u> being considered, unless formally advised to do so by UKSBS.

Section 3 - Timescales		
3.6.	Date of posting of DPS advert to Find a Tender and Contracts Finder	Friday 21 st February 2025
3.7.	Latest date / time DPS clarification questions shall be received through the eSourcing Portal	Friday 2 nd February 2029 14:00pm
3.8.	Latest date / time DPS clarification answers should be sent to all Bidders by the Buyer through the eSourcing Portal	Monday 5 th February 2029
3.9.	Deadline for Ongoing Joining Applications to join the DPS ** Latest date and time DPS Bid shall be submitted through the eSourcing Portal (the Deadline)	Friday 9 th February 2029 11:00am
3.10.	DPS End Date	23 rd February 2029

****** Applications to join the DPS can be received at any time up until Friday 9th February 2029 and will be assessed

Section 4 – Specification and about this Procurement

Dynamic Purchasing System Overview

UKSBS (*Central Purchasing Body*) on behalf of the Department for Science, Innovation & Technology (DSIT) (*the Contracting Authority*) wishes to establish a Dynamic Purchasing System (DPS) for the provision of Scientific research & advice for Government.

UKSBS 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 Dynamic Purchasing System (DPS).

The Dynamic Purchasing System (DPS) shall be in operation until either the DPS exceeds its advertised value or an end date of 23rd February 2029, whichever occurs first.

You can apply to join the DPS at any point and don’t require any special IT equipment as a DPS eliminates unnecessary activity for you upfront.

Ongoing Joining Stage

Suppliers who wish to join the DPS List must submit their Application Form on the [Jaggaer eSourcing](#) Portal. Application Forms can be submitted at any time during the period of validity of the DPS.

The Contracting Authority will review and evaluate each Application Form to determine whether the Minimum Selection Criteria are met, notify the Supplier as to whether its Application Form was successful or unsuccessful and update the DPS List within 15 working days of receipt of the Application Form. **Note.** The Contracting Authority require 15 working days because of the need to examine additional documentation or to otherwise verify whether the selection criteria are met, as permitted by Regulation 34 (17) of the Public Contracts Regulations 2015.

Suppliers are only entitled to submit Tenders and be awarded Contracts under the DPS after they have been both formally notified that they are successful, and their name has been added to the DPS List.

Where a Supplier makes a written request for information in relation to its unsuccessful Application Form via the [DPS](#) Portal, the Contracting Authority will, within 15 calendar days of that request, provide reasons for the rejection of the Application Form.

Suppliers are permitted to reapply to join the DPS after an initial rejection of their Application Form.

Dynamic Purchasing System Scope

Background

The Department for Science, Innovation and Technology (DSIT) works to accelerate innovation, investment and productivity through world-class science, ensure that new and existing technologies are safely developed and deployed across the UK and drive forward a modern digital government for the benefit of its citizens.

These goals, like many of the shared goals of government, requires robust scientific research and advice to enable greater evidence-based decision-making.

Therefore, DSIT is proposing a new Dynamic Purchasing System (DPS) for government to more effectively procure a range of scientific services from specialist suppliers. The intention is to allow policy teams working across government departments and Arms-Length Bodies (ALBs) the opportunity to access cutting-edge research, scientific advice and services from relevant experts to support delivery of government aims.

A full list of the *Contracting Bodies* that will be able to access this DPS can be found at: [Departments, agencies and public bodies - GOV.UK](#)

** If you believe your organisation should be in scope and included in list, please raise this with GOV.uk using the contact details at the bottom of the link*

DPS Aim, Objectives and Scope

DSIT's purpose is driving economic growth, improving the performance and productivity of government and empowering citizens.

We will achieve our purpose by maximising:

- the impact of government action to support R&D, science and technology on the UK's national and regional growth.
- value for money for the taxpayer by applying AI and digital technologies to transform the citizen's experience of public service by making it more effective, convenient and productive.
- the control people can exercise over their interaction with government by widening and deepening their digital skills, knowledge and trust in technology.

We propose this DPS as a method of simplifying access to scientific research and advice within government, impacting policymaking and delivery by better evidencing decision-making. This will reduce barriers to procuring R&D inputs across government, raise awareness of public and private organisations that can deliver scientific solutions, and ultimately improving the performance and productivity of government functions.

We anticipate this DPS will be utilised for research and development projects across a wide variety of scientific and technological fields in these broad areas:

- *chemistry, engineering, mathematical sciences, physics, metrology, and materials*
- *biology, health research, infections and immunity, neurosciences and mental health*
- *atmospheric physics and chemistry, geosciences, ecology, biodiversity and climate*
- *astronomy, particle and nuclear physics, accelerator science and computational science*
- *Clean energy, nuclear, fusion, fission*

- *plants, animals (including humans) and microbes*

(more fields may be considered).

The DPS is seeking expert science organisations with the in-house laboratory capability to design, conduct and disseminate scientific research projects for government departments. These projects may be highly diverse but should directly support government policy and decision-making through producing scientific evidence, with the goal of improving the evidence base that policy teams throughout government rely on, leading to greater opportunities to maximise societal benefits across the UK.

Suppliers may be commissioned to undertake scientific reviews, design and carry out experiments, or provide expert/technical advice on specific policy options for use by the public sector.

DPS Example Projects

To aid Suppliers is outlining the intended scope of this DPS, we have provided some hypothetical projects that could be procured via this DPS below:

- A team working on hydrogen storage and refuelling policy wishes to procure research investigating the efficiency of a variety of pipe and pump designs. This may include research into hydrogen viscosity, volume, pressure and electrical/mechanical efficiency. Therefore, teams of metrologists, physicists, engineers and materials scientists may be best placed to undertake this research.
- A policy team, working in a cutting-edge technological space, such as AI or quantum, seek to better understand potential alternative applications of the technology. Therefore, they might wish to procure research which leads to the creation of prototypes or demonstrations of “proof-of-concept” for new applications of the technology. The scientists/engineers/technologists to approach would depend on the technology and field of research, but outcomes could be varied and highlight previously unknown or underreported dual usages of modern technology, which could then feed into the government policy advice.
- A team working on the risks of the changing climate on our farming system wishes to procure research investigating the risk of different plant diseases of across a variety of climate change temperature models. This may include research into climate and the environment, plant/animal health and genetics. Therefore, teams including climate, meteorological and atmospheric scientists, as well as ecologists, biologists and biostatisticians may be best placed to undertake this research.

*** these examples are for information only and are not an exhaustive list or areas this DPS will be used for*

DPS Incorporated Terms

The following documents are incorporated into the PS25001 Scientific Research and Advice for Government DPS Agreement.

Where numbers are missing, we are not using these schedules. If the documents conflict, the following order of precedence applies:

1. PS25001 DPS Appointment Form
2. Joint Schedule 1 – Definitions PS25001
3. Joint Schedule 11 – Processing Data PS25001
4. The following Schedules for PS25001 (in equal order of precedence):
 - DPS Schedule 1 – Specification
 - DPS Schedule 4 – DPS Management
 - DPS Schedule 6 – Order Form Template and Order Schedules including the following template Order Schedules:
 - Order Schedule 1 – Transparency Reports
 - Order Schedule 2 – Staff Transfer
 - Order Schedule 3 – Continuous Improvement
 - Order Schedule 4 – Order Tender
 - Order Schedule 5 – Pricing Details
 - Order Schedule 7 – Key Supplier Staff
 - Order Schedule 9 – Security
 - Order Schedule 10 – Exit Management
 - Order Schedule 14 – Service Levels
 - Order Schedule 15 – Order Contract Management
 - Order Schedule 17 – MOD Terms
 - Order Schedule 18 – Background Checks
 - Order Schedule 19 – Scottish Law
 - Order Schedule 20 – Order Specification
 - Order Schedule 21 – Northern Ireland Law
 - Order Schedule 23 – HMRC Terms
 - DPS Schedule 8 – Self Audit Certificate
 - Joint Schedule 2 – Variation Form
 - Joint Schedule 3 – Insurance Requirements
 - Joint Schedule 4 – Commercially Sensitive Information
 - Joint Schedule 6 – Key Subcontractors
 - Joint Schedule 7 – Financial Difficulties
 - Joint Schedule 8 – Guarantee
 - Joint Schedule 10 – Rectification Plan
 - Joint Schedule 12 – Supply Chain Visibility
5. PS25001 DPS Core Terms
6. Joint Schedule 5 – Corporate Social Responsibility PS25001
7. DPS Schedule 2 – DPS Application

Acceptance within question AW4.1 of the above schedules is a mandatory requirement in your DPS Application.

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.

Please note, some Order Schedules and Joint Schedules detailed are template schedules which may be utilised and updated within Mini Competitions undertaken by the Contracting Authority or Contracting Bodies to ensure they are fit for purpose based on their individual requirements.

Who can request to Participate?

You can submit a request to participate as a single legal entity. Alternatively, you can work together with other legal entities to form a Group of Economic Operators. If you do, we ask the Group of Economic Operators to choose a lead member who will submit the bid on behalf of the Group of Economic Operators and you will have to identify what each of the parties is contributing to the bid.

We recognise that arrangements in relation to Subcontracting and Groups of Economic Operators may be subject to future change, and may not be finalised until a later date. However, any changes to those arrangements may affect your ability to deliver the PS25001 Scientific Research and Advice requirements, you must therefore, tell us about any changes to the proposed Subcontracting or to the Group of Economic Operators. If you do not, you may be excluded from participating in this competition.

We do not require all Subcontractors to be disclosed. You need only disclose those Subcontractors who directly contribute to your ability to meet your obligations under your DPS Appointment (including under any Contract Agreement following a Competition Procedure).

There is no need to specify Subcontractors providing general services to the Supplier that indirectly enable the Supplier to perform the DPS Appointment.

DPS User Access and Mini Competition Process

Following launch of the DPS, the Contracting Authority or Contracting Bodies wishing to utilise this Agreement, will be required to request authorisation using a 'DPS User Access Agreement'.

The DPS User Access Agreement will allow UKSBS to ensure that Mini Competitions run under this DPS are compliant to the indicative DPS scope and keep Awarded spend within the £9,000,000 budget advertised.

The DPS can be utilised the secure Contracts ranging from £10,000 - £250,000 excluding VAT.

Contracts over £250,000 may be possible in instances where the Contracting Authority approve on a case-by-case basis.

Mini Competition Process

Any resulting Contract called off from this DPS can only be secured following completion of a Mini Competition. Direct award under the DPS is not possible.

A Mini Competition will be advertised to all awarded DPS Suppliers, at which point it will be the Suppliers decision on whether, following a review of the defined scope of services, they wish to submit a bid.

How a Mini Competition will be evaluated will be clearly defined within the Contracting Authority or Contracting bodies Mini Competition documentation.

The recommendation for weightings on Mini Competitions are:

Criteria	Percentage Weightings
Technical	5% - 95%
Social Value	0% - 10%
Commercial	95% - 0%

The Contracting Authority or Contracting Bodies undertaking the Mini Competition will set their procurement weightings and weighting criteria based on proportionality to what is being advertised.

Mini Competitions should, as a minimum be advertised for a minimum 10 working days to allow Suppliers a reasonable amount of time to review and provide a formal response to the Weighted criteria posed.

The Contracting Authority and Contracting Bodies reserve the right to flex the advertising timescales based on the urgency and nature of the requirement. The proportionality of time for responses will be evaluated on a case-by-case basis.

Mini Competition Contact details

As part of a Suppliers DPS Application, you will be required to provide a dedicated named account lead who will be the point of contact when Mini Competitions are advertised. It is the Suppliers responsibility to keep their contact details up to date. When updates to contact details are required Suppliers should contact professionalservices@uksbs.co.uk

Management Information and DPS KPI's

As part of a Suppliers DPS Application, you will be required to confirm that you will provide quarterly returns of the requested Management Information. Details of the KPIs and Management Information required under this DPS can be found within DPS Schedule 5 – DPS Management.

Full details of the rules surrounding the application, running and management of the DPS can be found within Appendix B – PS25001 – DPS Management.

DPS Term

It is intended that the Dynamic Purchasing System will be in operation for a period of 3 years 10 months with no option to extend. Any change in DPS term will be notified to all Suppliers on the DPS at that time and advertised in line with the prevailing national regulations.

In the event that the PS25001 DPS is terminated, the Contracting Authority shall give the Suppliers no less than 3 months written notice.

The Contracting Authority acknowledges that the PS25001 DPS will not be terminated within the initial first 6 months from the commencement date.

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 future Contracts.
- 5.1.2. The evaluation team may comprise staff from UKSBS and the Contracting Authority, and any specific external stakeholders the Contracting Authority deem required

5.2. Evaluation of Bids

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

5.3. SELECTION questionnaire

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

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

Section 3	3.1(e)	Bankruptcy or subject to Insolvency
Section 3	3.1(f)	Guilty of grave professional misconduct
Section 3	3.1(g)	Distorting of competition
Section 3	3.1(h)	Conflict of Interest
Section 3	3.1(i)	Involved in preparation of procurement procedure
Section 3	3.1(j)	Prior performance issues
Section 3	3.1(k)	Serious Misrepresentation, withholding information, undue influence and undue advantages.
Section 3	3.1(l) to 3.2	Modern Slavery
Qualification Questionnaire Part 3: Selection Questions		
Section 4	4.1(a)	Financial statements filed with Companies House
Section 4	4.1(b)	Detailed accounts
Section 4	4.1(c)	Annual Turnover profit and loss accounts etc..
Section 4	4.2	Financial reliance upon others and guarantee
Section 7	7.1	Insurance
Section 8	8.1(a)	General Data Protection Regulations
Section 8	8.1(b)	General Data Protection Regulations – Technical Facilities and Measures
Section 8	8.2(a)	Health and Safety
Section 8	8.3(a)(i) –(ii)	Modern Slavery
Section 8	8.4	Equality and Diversity Policy
Part 3	SEL1.10	Information Security
Part 3	SEL2.12	General Data Protection Regulations and Data Protection Act 2018
Part 3	SEL2.19	PPN 01/22 - Contracts with suppliers from Russia or Belarus
Part 3	FOI1.1 – 1.2	Freedom of Information
Part 3	Declaration	Covering all sections of the bid submission
Qualification	AW1.1	Form of Bid
Qualification	AW1.2	DPS Application validity period
Qualification	AW3.2	Conflict of Interest Declaration
Qualification	AW3.2.1	Conflict of Interest Declaration Supporting Information
Qualification	AW7.1	DPS Contract Termination
Qualification	AW4.1	Compliance to the DPS Incorporated Terms
Qualification	AW4.2	Changes to DPS Incorporated Terms
Social Value	SOC1.1	Social Value Commitment
Social Value	SOC1.2	Social Value Declaration
Technical	6.1	Relevant experience and contract examples
Technical	6.2	Subcontracting and healthy supply chains
Technical	6.3	Technical and Professional Ability
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.

5.4. Evaluation process

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

Stage	Summary of activity
Receipt and Opening	- DPS Application logged upon opening in alignment with UKSBS's procurement procedures. - Any DPS Application received after the closing date will be rejected unless circumstances attributed to UKSBS, the Contracting Authority or the eSourcing Portal beyond the bidder control are responsible for late submission.
Compliance check	- Check all Mandatory requirements are acceptable to the Contracting Authority. - Unacceptable or incomplete DPS Applications may be subject to clarification by the Contracting Authority or rejection of the DPS Application.
Clarifications	The Evaluation team may require written clarification to of the DPS Application.
Reviewing the DPS Application and Clarifications	Where relevant, the Evaluation team will independently review the DPS Application following receipt of replies to Clarification and provide a commentary of their review against the Selection criteria.
Shortlisting of Suppliers	The Contracting Authority will shortlist Suppliers based on the DPS Application, and any Clarifications received and will communicate the final outcome once the evaluation is complete.

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 **eSourcing Portal**.

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

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

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 7 – General information

7.1. Introduction

- 7.1.1. The Contracting Authority wishes to establish a DPS for the provision of Scientific Research and Advice for Government. 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(s) being procured under the Open Procedure
- 7.1.2. The Contracting Authority is procuring the DPS for itself as well as the Contracting Bodies detailed in the [Find a Tender](#) and [Contracts Finder](#) Notice.
- 7.1.3. UKSBS and the Contracting Authority logo, trademarks and other identifying marks are proprietary and may not be incorporated in the Companies response without or the Contracting Authority’s written permission.
- 7.1.4. The Bidder shall indemnify and keep indemnified UKSBS and the Contracting Authority against all actions, claims, demands, proceedings, damages, costs, losses, charges, and expenses whatsoever in respect of any breach by the Bidder 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 UKSBS representative nominated. No approach of any kind in connection with this opportunity should be made to any other person within or associated with UKSBS or the Contracting Authority. All information secured outside of this named contact shall have no legal standing or worth and should not be relied upon.
- 7.1.6. It remains the responsibility of the Bidder to keep UKSBS 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 Categories.

- 7.1.11. The Contracting Authority shall utilise the eSourcing Portal available at <https://beisgroup.ukp.app.jaggaer.com/> to conduct this procurement. Bidders will be specifically advised where attachments are permissible to support a question response within the eSourcing portal.

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

Phone 08000 698 632

Email customersupport@jaggaer.com

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

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

- 7.1.12. Please utilise the messaging system within the 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 eSourcing Portal.
- 7.1.13. Bidders should read this document, and all attachment, messages and the response envelopes located within the eSourcing portal carefully before completing the Response submission. Failure to comply with any of these instructions for completion and submission of the Submitted Response may result in the rejection 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 DPS Application process automatically signals that the Bidder accepts these Conditions.
- 7.1.14. All material issued in connection with this DPS 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 UKSBS 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 DPS or any invitation to participate in this procurement;
 - 7.1.17.2. an invitation to submit any Response in respect of this procurement;
 - 7.1.17.3. communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement; or
 - 7.1.17.4. any other communication between UKSBS or the Contracting Authority (whether directly or by its agents or representatives) and any other party.

- 7.1.18. Bidders shall accept and acknowledge that by issuing this DPS, the Contracting Authority shall not be bound to accept any Applications and reserves the right not to conclude a DPS for some or all of the Services for which Applications are invited.
- 7.1.19. The Contracting Authority reserves the right to amend, add to or withdraw all or any part of this DPS at any time during the procurement.
- 7.1.20. Bidders should not include in the Application any extraneous information which has not been specifically requested in the DPS 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 DPS 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. 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 DPS Application. 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 DPS 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 DPS 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. UKSBS and the Contracting Authority may disclose detailed information relating to Responses to its employees, agents or advisers and they may make any of the Contract documents available for private inspection by its officers, employees, agents, or advisers. UKSBS and the Contracting Authority also reserve the right to disseminate information that is materially relevant to the procurement to all Bidders, even if the information has only been requested by one Bidder, subject to the duty to protect each Bidder's commercial confidentiality in relation to its Response (unless there is a requirement for disclosure as explained in paragraphs 7.4.1 to 7.4.3 below).
- 7.3.5. All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.

For these purposes, the Contracting Authority may disclose within Government any of the Bidders documentation/information (including any that the Bidder considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Bidder to the Contracting Authority during this Procurement. Subject to section 7.4 below, the information will not be disclosed outside Government. Bidders taking part in this DPS Application 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 5th August 2024 to replace the previous Government Protective Marking System ("GPMS"). A key aspect of this is the reduction in the number of security classifications used. All Bidders are encouraged to make themselves aware of the changes and identify any potential impacts in their Bid, as the protective marking and applicable protection of any material passed to, or generated by, you during the procurement process or pursuant to any Contract awarded to you as a result of this tender process will be subject to the new GSC 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 DPS to reflect any changes introduced by the GSC. In particular where this DPS is accompanied by any instructions on safeguarding classified information (e.g. a Security Aspects Letter) as

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

USEFUL INFORMATION LINKS

- [Contracts Finder](#)
- [Find a Tender](#)
- [Equalities Act introduction](#)
- [Bribery Act introduction](#)
- [Freedom of information Act](#)

7.4. Freedom of information

- 7.4.1. In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA') and the Environmental Information Regulations 2004 (the 'EIR') (each as amended from time to time), UKSBS and the Contracting Authority may be required to disclose information submitted by the Bidder to the to the Contracting Authority.
- 7.4.2. In respect of any information submitted by a Bidder that it considers to be commercially sensitive the Bidder 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 DPS 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 DPS, 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 minimum period of 90 days. A Response valid for a shorter period will be rejected.

7.6. Timescales

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

7.7. The Contracting Authority's Contact Details

- 7.7.1. Unless stated otherwise in these Instructions or in writing from UKSBS or the Contracting Authority, all communications from Bidders (including their sub-contractors, consortium members, consultants, and advisers) during the period of this procurement must be directed through the eSourcing tool to the designated UKSBS contact.
- 7.7.2. Bidders should be mindful that the designated Contact or other persons associated with this opportunity, should not under any circumstances be sent a copy of their Response outside of the eSourcing portal, unless the portal cannot receive your response due to an outage, should this happen then Contracting Authority will suitably formally instruct all bidders as to how to submit your Response. Failure to follow this requirement will result in 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 UKSBS or the Contracting Authority, or any of their advisers, be liable for any such costs, expenses or liabilities borne by Bidders or their sub-contractors, 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 DPS Application. Failure to comply with the Conditions and the DPS Application 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 DPS, 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 page limit. Any responses with pages in excess of the page limit will only be consider up to

the point where they meet the page limit, any additional pages beyond the volume defined in the page limit will not be considered by the evaluation panel.

- 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 DPS 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 UKSBS, the Contracting Authority, or its members or any of its employees concerning the establishment of the Contract or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee, or agent or concerning any other Bidder, Response or proposed Response will be disqualified.

7.11. Disclaimers

- 7.11.1. Whilst the information in this DPS, Due Diligence Information and supporting documents has been prepared in good faith, it does not purport to be comprehensive, nor has it been independently verified.
- 7.11.2. Neither UKSBS, the Contracting Authority, nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:
- 7.11.2.1. makes any representation or warranty (express or implied) as to the accuracy, reasonableness, or completeness of the DPS; or
 - 7.11.2.2. accepts any responsibility for the information contained in the DPS 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 DPS Application 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 DPS 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 DPS.

7.12. Collusive behaviour

- 7.12.1. Any Bidder who:
- 7.12.1.1. fixes or adjusts the amount of its Response by or in accordance with any agreement or arrangement with any other party; or
 - 7.12.1.2. communicates to any party other than UKSBS, or the Contracting Authority the amount or approximate amount of its proposed Response or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Response or insurance or any necessary security); or
 - 7.12.1.3. enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Response; or
 - 7.12.1.4. enters into any agreement or arrangement with any other party as to the amount of any Response submitted; or
 - 7.12.1.5. offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to

any party for doing or having done or causing or having caused to be done in relation to any other Response or proposed Response, any act or omission, shall (without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability which such conduct by a Bidder may attract) be disqualified.

7.13. No inducement or incentive

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

7.14. Acceptance of the Contract

- 7.14.1. The Bidder in submitting the Response undertakes that in the event of the Response being accepted by the Contracting Authority and the Contracting Authority confirming in writing such acceptance to the Bidder, the Bidder will within 7 days of being called upon to do so by the Contracting Authority execute the Contract in the form set out in the Contract Terms or in such amended form as may subsequently be agreed.
- 7.14.2. The Contracting Authority shall be under no obligation to accept the lowest priced or any Response.

7.15. Queries relating to the Response

- 7.15.1. All requests for clarification about the requirements or the process of this procurement shall be made in through the eSourcing portal unless the eSourcing portal is unavailable due to system maintenance or failure, in this instance all clarifications shall be by email to the contact defined in [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 eSourcing portal they should use the contact details defined in [Section 3](#).
- 7.15.4. No further requests for clarifications will be accepted after 7 days prior to the date for submission of Responses.
- 7.15.5. In order to ensure equality of treatment of Bidders, the Contracting Authority intends to publish the questions and clarifications raised by Bidders together with the Contracting Authority's responses (but not the source of the questions) to all participants on a regular basis.
- 7.15.6. Bidders should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if the Contracting Authority at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Bidders would potentially benefit from seeing both the query and the Contracting Authority's response, the Contracting Authority will:
- 7.15.6.1. invite the Bidder submitting the query to either declassify the query and allow the query along with the Contracting Authority's response to be circulated to all Bidders; or

- 7.15.6.2. request the Bidder, if it still considers the query to be of a commercially confidential nature, to withdraw the query prior to the end of the closing date and time for Bidder clarifications.

- 7.15.7. The Contracting Authority reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

7.16. Amendments to Response Documents

- 7.16.1. At any time prior to the deadline for the receipt of Responses, the Contracting Authority may modify the DPS 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 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 UKSBS 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 DPS Application or presents the response in a format contrary to the requirements of this document; and/or
 - 7.18.1.2. the Bidder is guilty of serious misrepresentation in relation to its Response; expression of interest; or the Response process; and/or
 - 7.18.1.3. there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder.

7.19. Right to cancel, clarify or vary the process

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

7.20. Notification of award

- 7.20.1. The Contracting Authority will notify the successful Bidder of the Contract award in writing and will publish an Award Notice in Find a Tender in accordance with the Regulations within 30 days of the award of the contract.
- 7.20.2. As required by the Regulations all successful and unsuccessful Bidders will be provided with an email advising the outcome of the submission of their DPS Application.

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 DPS 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 eSourcing messaging system to raise any clarifications to our DPS. 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 UKSBS 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 UKSBS 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 UKSBS 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 page limits, the additional pages 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 eSourcing portal. Responses received by any other method than requested will not be considered for the opportunity.

Appendix A – Glossary of Terms

TERM	MEANING
“UKSBS”	means UK Shared Business Services Ltd herein after referred to as UKSBS.
“Bid”, “Response”, “Submitted Bid”, or “DPS Response”	means the Bidders formal offer in response to this Dynamic Purchasing System Application.
“Bidder(s)”	means the organisations being invited to respond to this DPS Application
“Central Purchasing Body”	means a duly constituted public sector organisation which procures supplies / services / works for and on behalf of Contracting Authorities
“Competed Services”	means the competed services which will be Ordered from the DPS following a Mini Competition.
“Conditions of Bid”	means the terms and conditions set out in this DPS relating to the submission of your Application
“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, for which this DPS will be made accessible to.
“Contracting Authority”	A public body regulated under the Public Procurement Regulations on whose behalf the procurement is being run
“DPS Application”	means the information and formal responses required to the DPS Questions, which is built into the Jaggaer eSourcing Portal.
“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 DPS Application
“EIR”	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
“Find a Tender”	Means the UK Government Portal that superseded the OJEU as from 1/1/2021 https://www.find-tender.service.gov.uk/Search
“FoIA”	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
“Mini Competition”	means the process for awarding Contracts under the DPS
“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 UKSBS that will be dealing with the procurement
“Order”	means an order for served by any Contracting Body on the Supplier
“Services”	means any supplies/services and supplies or works set out at within Section 4 Specification
“Supplier(s)”	means the organisation(s) awarded the DPS