

Request for Proposal



Department for Business, Energy & Industrial Strategy

Request for Proposal (RFP) on behalf of **Department for Business, Energy and Industrial Strategy**

Subject: **Provision of Technical and Analytical Chemical Support**

Sourcing Reference Number: **FM21251**

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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.

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 Business, Energy & Industrial Strategy (BEIS)

You can contact the Data Protection Officer at:

BEIS Data Protection Officer, Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London SW1H 0ET. Email: dataprotection@beis.gov.uk.

Section 2 – About the Contracting Authority

Department for Business, Energy & Industrial Strategy (BEIS)

The Department for Business, Energy and Industrial Strategy (BEIS) was created as a result of a merger between the Department of Energy and Climate Change (DECC) and the Department for Business, Innovation and Skills (BIS), as part of the Machinery of Government (MoG) changes in July 2016.

The Department is responsible for:

- developing and delivering a comprehensive industrial strategy and leading the government's relationship with business;
- ensuring that the country has secure energy supplies that are reliable, affordable and clean;
- ensuring the UK remains at the leading edge of science, research and innovation; and
- tackling climate change.

BEIS is a ministerial department, supported by 46 agencies and public bodies.

We have around 2,500 staff working for BEIS. Our partner organisations include 9 executive agencies employing around 14,500 staff.

For more information, please visit: <http://www.beis.gov.uk>

Section 3 – Working with the Contracting Authority

Section 3 – Contact details		
3.1.	Contracting Authority Name and address	Department for Business, Energy and Industrial Strategy 1 Victoria Street London SW1H 0ET
3.2.	Buyer	Rhedyn Griffiths
3.3.	Buyer contact details	FMPProcurement@uksbs.co.uk
3.4.	Estimated value of the Opportunity	<p>£375,000.00 (excluding VAT) over the full contract term including extension options</p> <p>Maximum budget of £125,000.00 per annum excluding VAT. Each successive year will also be at £125,000.00 per annum should the Department decide to extend.</p> <p>The contract is being let on a 1+1+1 basis (3 years in total).</p> <p>Please note this project is only funded up until 31 March 2022 and therefore if funding is not approved beyond March 2022 the Department reserve the right to initiate a break clause and the Contract will expire on 31 March 2022.</p>
3.5.	Process for the submission of clarifications and Bids	<p>All correspondence shall be submitted within the Messaging Centre of the e-sourcing tool. Guidance Notes to support the use of Delta eSourcing are available here.</p> <p>Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid not being considered.</p>

Section 3 - Timescales		
3.6.	Date of posting of Contract advert to Find a Tender.	Wednesday 8 th December 2021
3.7.	Date RFP available to Bidders on Contracts Finder	Wednesday 8 th December 2021
3.8.	Latest date / time RFP clarification questions shall be received through Delta eSourcing messaging system	Thursday 6 th January 2022 11:00
3.9.	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through Delta eSourcing Portal	Tuesday 11 th January 2022

3.10.	Closing date and time for Bidder to request RFP documents	Wednesday 19th January 2022 Wednesday 26th January 2022 11:00
3.11.	Closing date and time for Bidder to submit their response ('the deadline').	Wednesday 19th January 2022 Wednesday 26th January 2022 11:00
3.12.	Notification of proposed Contract award to unsuccessful bidders	Thursday 3rd February 2022 Thursday 10th February 2022
3.13.	Anticipated Contract Award Date	Tuesday 15th February 2022 Tuesday 22nd February 2022
3.14.	Commencement of Contract	Wednesday 23 rd March 2022
3.15.	Completion of Contract	22 nd March 2023 with an option to extend for a further 1 year + 1 year period.
3.16.	Bid Validity Period	90 Days

Section 4 – Specification and about this procurement

UK Shared Business Services Limited (UK SBS) on behalf of the Department for Business, Energy and Industrial Strategy (BEIS) wishes to establish a Contract for the provision of technical and analytical chemical support.

UK SBS is managing this procurement in accordance with the Public Contracts Regulations 2015 (as may be amended from time to time) (the “Regulations”).

This is a Services Contract.

1. Introduction and summary of requirements

The Office for Product Safety and Standards (OPSS) within the Department is seeking to secure expert advice on a variety of issues relating to chemical and mechanical aspects of consumer safety. OPSS policy areas that fall under this contract relate to non-food and non-medicinal products such as toys, cosmetics, childcare articles, textiles, pyrotechnics and aerosol products.

The programme of work will cover the following areas:

- Advisory role on legislative requirements
- Support for product safety legislation in British Standards and related activities in CEN and ISO
- Ad hoc chemical advice in relation to product safety testing, enforcement and incidents
- International product safety updates and horizon scanning
- Programme management

This particular OPSS advisory requirement will help to address critical questions on chemical and mechanical aspects of product safety, and/or issues that might arise due to future market developments.

2. Background

OPSS was created in January 2018 by the Department for Business, Energy and Industrial Strategy (BEIS). Responsibilities of the Office include:

- Providing expert advice on the interpretation of safety related regulations, and participating in relevant standard making committees.
- Acting as the national product safety regulator for all consumer products and more recently construction products (except for vehicles, medicines and food)
- Responding to incidents where the safety of a consumer product is called into question.
- Offering policy advice to HMG on product safety issues.
- Enforcement of a wide range of other product standards and regulations, including WEEE, RoHS, Ivory and Conflict Mineral regulations.
- Support of businesses through an expanded “Primary Authority” scheme to act as a single point of information for a wide variety of regulations impacting business.
- The work of the former National Measurement Organisation is also within the Office, which brings a world class test and measurement capability.

The role of OPSS is to manage policy on non-food and non-medicinal consumer products to ensure it achieves the UK Government’s aims on protecting the health and safety of consumers without placing disproportionate burdens on UK business. The scope of the expertise required to achieve this, along with the need for these insights to be based on

cutting edge science, means that we require access to physical laboratory space and individuals with extensive sector expertise.

As OPSS has recently repatriated regulatory powers following exit from the European Union, further demands are placed upon us to acquire expert advice on a variety of safety matters. Ensuring policy and delivery teams remain at the scientific forefront of emerging issues in the product safety space, this involves but is not limited to the preparation and review of scientific and technical papers to facilitate engagement and inform decision making, participation in expert meetings to discuss product safety issues with interested stakeholders, engagement in method development activities for relevant Standard committees and sharing of insights on international regulatory developments and wider research.

3. Aims and Objectives

The aim of this work is to provide OPSS with robust and objective advice to aid evidence-based decision-making on product safety and ensure timely responses to emerging chemical and mechanical risks, thus strengthening ongoing consumer protection.

Key objectives for this work include:

- Receipt of bespoke advice for emerging consumer safety risks, ensuring OPSS is kept abreast of the latest developments in this product space as well as relevant historic cases.
- Participating in meetings to interpret regulatory requirements and discuss issues with OPSS and interested stakeholders.
- Early notification of international product safety developments, increasing OPSS' evidence base and engagement on decision making.
- Preparing technical briefing papers to provide additional context on national and international regulatory updates, thus facilitating policy decision making.
- Responding to ad hoc queries relating to product enforcement activities and incidents.
- Identifying bespoke product testing and method development for standard method development purposes.

This work will be mostly desk-based but from time to time will require attendance and participation in relevant OPSS and wider stakeholder meetings, and BSI and CEN committee meetings. The National Product Safety Group (NPSG) meets biannually and is an example of a wider stakeholder meeting we would expect the supplier to attend. This group facilitates consistent enforcement of consumer product safety by Local Authority Trading Standards Authorities in England, Wales and Scotland and Environmental Health Services in Northern Ireland through the dissemination of advice, guidance and good practice.

The outputs of this work will provide the Office with a strong evidence base that will be used to inform our views on chemical and mechanical matters.

1. Methodology

As the Office is responsible for non-food and non-medicinal consumer product safety, the focus of this work should be on the safety of consumer products which have chemical and/or mechanical regulatory requirements. The work programme outlined below provides further detail on the key activities to be undertaken by the provider to meet the objectives of this work.

A. Advisory role on legislative requirements and relevant guidance for:

i. Toys (Safety) Regulations 2011 (High workload)

OPSS must ensure that international developments and emerging risks in toy products are quickly identified, enabling us to conduct informed decision making on their safety and regulatory status in the UK. This requires advice on chemical and mechanical safety matters and attendance at the relevant expert stakeholder and standards committee meetings. Previous advice has enabled OPSS and enforcement authorities to address emerging risks in slime toys and small high-powered magnets, providing robust evidence for future policy and/or enforcement decisions.

ii. The UK Cosmetics Regulation (High workload)

The UK Cosmetics Regulation contains lists of prohibited substances and restricted substances, as well as permitted lists of colorants, preservatives and ultraviolet filters. These lists are regularly updated, requiring consistent advice and attendance at the relevant working group and experts' meetings and support to BEIS in associated activities on such topics as formaldehyde donating molecules and their regulatory status. Scientific and technical advice is required to ensure that amendments to the regulations maintain consumer safety. Following exit from the EU, advice will be required regarding wider international insights into cosmetics to ensure OPSS remains up to date on emerging global risks.

iii. General Products Safety Regulations 2005 (Medium workload)

The General Product Safety Regulations 2005 (GPSR) require all products to be safe in their normal or reasonably foreseeable usage and enforcement authorities have powers to take appropriate action when this obligation is not met. Monitoring of suspected or identified dangerous products across a range of sources will be required, in addition to the need for advice on action to take concerning chemical and mechanical aspects for consumer safety.

There are complex technical mandates raised under GPSR which can cover a range of product areas, but predominantly the usability of childcare products. These mandates are intended to improve the general safety of childcare articles. Provision of advice requires consideration of the requirements to ensure their mechanical and chemical safety as well as usability of the products, especially those targeted at higher risk groups- i.e. children, elderly or disabled.

Local Authority Trading Standards Services are the UK market surveillance authority for consumer safety legislation. It is their role under GPSR, to notify the presence of dangerous consumer products on the Product Safety Database and from time to time they may require advice on chemical and mechanical aspects of products found on the UK market.

iv. The Pyrotechnic Articles (Safety) Regulations 2015 (Low workload)

Scientific and technical advice will be required on a range of activities within the Regulations relevant to Pyrotechnic Articles safety from different sources. This will involve reviewing and reporting on relevant legislation to support OPSS in associated activities.

NOTE: OPSS is responsible for The Pyrotechnic Articles (Safety) Regulations 2015 which outlines the types of pyrotechnic articles within scope in Schedule 1 (Categories of Pyrotechnic Article). Efforts will predominantly focus on pyrotechnics available to the public i.e. Categories F1-F3.

v. The Aerosol Dispensers Regulations 2009 (**Low workload**)

Scientific and technical advice will be required on a range of activities within the Regulations relevant to Aerosol Dispenser safety from different sources. This will involve reviewing and reporting on relevant legislation to support OPSS in associated activities.

vi. UK CLP, REACH and Food Contact Materials Regulations (**Medium-Low workload**)

CLP, REACH and Food Contact Material Regulations are not the responsibility of OPSS but our awareness of changes to these are important particularly where future impact on OPSS consumer product regulations has been identified or where similarities can be drawn in terms of human health exposure and risk assessment.

For this contract, it is important for the provider to update OPSS on relevant changes for the UK amended regulations and for EU specific updates to form part of the update on international activities.

B. Support for product safety legislation in British Standards and activities in CEN and ISO

Expert scientific support and advice for a number of British Standards Institute (BSI) and European Committee for Standardisation (CEN) committees ensuring working technical Standards are being prepared in the best interests of consumer protection and industry compliance with UK regulations. This will primarily involve preparation and attendance at the relevant committees outlined below and it is the responsibility of the supplier to request committee membership.

i. Toy Safety Committees (**High workload**)

- BSI CW/15
- CEN/TC 52/WG5

ii. Child Use and Care Safety Committees (**High workload**)

- BSI CW/1 & CW1/1
- BSI CW/4

iii. Allergens in Consumer Products Committees (**Medium - Low workload**)

- BSI STI/053

iv. Cosmetic Safety Committees (**Medium - Low workload**)

- BSI CW/217

v. Chemical Testing of Textiles Committees (**Low workload**)

- TCI/80

vi. Pyrotechnic Articles Safety Committees (**Low workload**)

- BSI CII/047

C. Ad hoc chemical advice in relation to product safety

The contractor will respond to ad-hoc enquiries submitted by OPSS in relation to the chemical safety of consumer products, ensuring that all responses are received within the agreed timelines.

D. International product safety updates and horizon scanning

The analysis and evaluation of national and international developments in scientific literature as well as the monitoring of consumer product safety updates and issues raised by international authorities and other relevant organisations are essential in ensuring up to date information is made available to OPSS and we are aware of issues that may require a response. It is important that the supplier engages with many different types of evidence sources with an expectation for all outputs to be of high-quality and suitably referenced. As mentioned, it is important for the provider to update OPSS on relevant changes for the UK amended regulations and for EU specific updates to form part of the update on international activities.

E. Programme management

Please see Project Reporting below in Section 2.

The Department anticipate that the successful bidder will have existing access to relevant committees, peer reviewed journals, and standards to support their bid for the contract. These memberships/subscriptions are necessary for how we would classify the successful bidder as an expert in the workstreams set out in this tender. Therefore, these costs are not included in the contract as these would be assumed to be pre-existing to the successful bidder as part of their daily functions.

Any Travel and Subsistence is to be charged in accordance with the BEIS Expenses Policy provided within Appendix C. All expenses are to be agreed between BEIS and the successful supplier in writing prior to expenses being incurred.

2. Outputs Required

The contractor will undertake the following activities:

- a. Attend a formal kick-off meeting (either at BEIS London office or virtually). A key output of this will be agreement on the detailed scope of work.
- b. Receipt of bespoke advice for emerging consumer safety risks, ensuring OPSS is kept abreast of the latest developments in this product space as well as relevant historic cases.
- c. Early notification of National and International developments, increasing OPSS' evidence base and engagement on decision making.
- d. Providing context or further scientific evidence to contribute to the generation of papers relating to product safety.
- e. Responding to ad hoc queries relating to product enforcement activities and incidents.
- f. Keeping enforcement authorities informed on the latest technical and scientific matters related to consumer safety.
- g. Submission of a quarterly updates and foresight report to the BEIS Project Manager. This report, indicatively 20 pages long, shall be used to inform deliverable (d) and will detail the key updates from the previous quarter as well as emerging issues to expect in the coming months.
- h. Presentation of quarterly report findings to internal non-expert OPSS teams. The PowerPoint presentation will be no longer than 20 slides to allow for Q&A over a 1.5 hr period. A draft presentation should be received by BEIS at the same time as deliverable g and delivered within 4 weeks of receipt, allowing time for feedback and consideration of staff availability. The audience for these reports/presentations includes OPSS colleagues both with and without a scientific or technical background. Therefore, there is a requirement for these outputs to take account of both of these

audiences in terms of delivery of key insights/advice.

Project Reporting

A monthly progress report shall be submitted, that will form the basis of a monthly project meeting, by phone, with the Project Manager. The contractor will complete an excel template every month over the duration of the contract which will provide a basic outline of all work carried out under each of the work programme areas as laid out above and also provide a detailed breakdown of labour and costs attributed to each area.

The contractor will answer enquiries within agreed deadlines depending on the complexity and urgency required to respond. In most cases responses will be within two working days with an expectation that all enquiries will be answered within ten working days. The relevant expert should be available during normal working day hours and should notify the project manager if he/she will be unavailable, nominating an appropriate deputy.

There may be a need to develop new work due to new or revised national or international legislation or as new safety risks are identified by relevant Standard development committees. Should this occur, the provider should notify the Department who will confirm in writing whether the specific work should be undertaken as part of the contract or whether a separate contract will be obtained for this requirement.

Anticipated Demand

OPSS receives on average between 2-3 notifications from the expert advisor per week, however this is subject to periodic increases in demand to support relevant OPSS research projects/operations. Between 50-60% of contract spend is anticipated to fulfil the advisory requirement of the contract, with 30-40% of contract spend in support for Product Safety in British & European Standards.

3. Ownership and Publication

Provisions covering the treatment of Intellectual Property are covered in the contract terms and conditions. Although the Department's standard terms and conditions of contract fully cover Confidentiality, Exploitation and Use of Information, as well as Copyright and Property in Information and Equipment, you should be aware that the Department has sole rights to publication.

4. Quality Assurance

Bidders should have documented QA procedures in place. Any external QA accreditation should be referenced in responses to the evaluation questions.

5. Timetable

The following schedule of work and priorities will apply for the period of the contract March 2022 – March 2023.

Timetable

Week 1: Contract kick-off meeting

Week 4, 8, 12, 16: Monthly phone call with Project Manager

Week 12, 24, 36, 48: Submission of update/foresight reports and draft presentations

Week 16, 28, 40, 52: Presentation on update/foresight reports to OPSS teams

Week 36-40: Contract review meeting

6. Challenges

The main challenges for delivery of the requirements are thought to be as follows:

- The implementation of new or revised National or International legislation or safety concerns that may arise with consumer products;
- Possible delays in agreed deadlines on quarterly reports and responses to enquiries

7. Working Arrangements

The successful contractor will be expected to identify one named point of contact through whom all enquiries can be filtered. An OPSS project manager will be assigned to the project and will be the central point of contact.

8. Skills and expertise

BEIS would like you to demonstrate that you have the expertise and capabilities to undertake the project. Your tender response should include a CV from each proposed team member outlining their expertise and capabilities as well as an example of expert advice they have provided in recent years. For clarity this will not be scored as part of the tender evaluation and will be viewed for information purposes only. The provided example should identify the context in which the advice was needed, what approach was taken to meet the client need, the advice provided and the result/impact of that advice.

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

Contractors should identify the individual(s) who will be responsible for managing the project.

9. Consortium Bids

In the case of a consortium tender, only one submission covering all of the partners is required but consortia are advised to make clear the proposed role that each partner will play in performing the contract as per the requirements of the technical specification. We expect the bidder to indicate who in the consortium will be the lead contact for this project, and the organisation and governance associated with the consortia.

Contractors must provide details as to how they will manage any sub-contractors and what percentage of the tendered activity (in terms of monetary value) will be sub-contracted.

If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided in the Annex. However, please note the Department reserves the right to require a successful consortium to form a single legal entity in accordance with Regulation 19 of the Public Contract Regulations 2015 (as amended).

The Department 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 Department so that it can make a further assessment by applying the selection criteria to the new information provided.

10. Budget

The budget for this project is up to a maximum of £125,000 excluding VAT per annum. This

budget is for the first year of the contract. Each successive year will also be at £125,000 per annum should the Department decide to extend meaning over the life of the agreement including optional extensions this contract will not exceed £375,000.00 ex VAT.

Contractors should include staff (and day rate) allocated to specific tasks as identified in AW5.2 Price Schedule and aligned to the work programme A – E above.

Cost will be a criterion against which bids which will be assessed and bidders should ensure they have reviewed the bidder guidance included in Section 5 below and AW5.2 Price Schedule to ensure this is fully understood.

Payments will be linked to delivery of monthly breakdown reports, following an existing OPSS reporting template.

This will remain the same for the following two years should the contract be extended.

This can be adjusted and agreed with the contractor based on the tender response/details. Please advise in your tender response how this breakdown reflects your usual payment processes.

In submitting full tenders, contractors confirm in writing that the price offered will be held for a minimum of 90 calendar days from the date of submission. Any payment conditions applicable to the prime contractor must also be replicated with sub-contractors.

The Department aims to pay all correctly submitted invoices as soon as possible with a target of 10 days from the date of receipt and within 30 days at the latest in line with standard terms and conditions of contract.

11. Contract Duration

The Contract duration shall be for a period of 1 year with optional extensions of 1 year + 1-year period from commencement of the Contract (1+1+1 – 3 years in total).

Bidders are to note that in addition to the contract term stated above there will be a break clause at the end of March 2022 as funding has not been approved beyond this point, funding is only guaranteed up until 31 March 2022. Prior to this date the Department will submit a funding application, review the deliverables and decide on the continuation of the Contract. If the application for funding is declined, the Department reserve the right to initiate the break clause and the contract will expire on 31 March 2022.

12. Terms and Conditions

Bidders are to note that any requested modifications to the Department Terms and Conditions on the grounds of statutory and legal matters only, shall be raised as a formal clarification during the permitted clarification period.

13. Definitions

Please note that references to the "Department" throughout these documents mean The Secretary of State for Business, Energy and Industrial Strategy acting through his/her representatives in the Department for Business Energy & Industrial Strategy.

The Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") apply to the Department. You should be aware of the Department's obligations and responsibilities under FOIA or EIR to disclose, on written request, recorded

information held by the Department. Information provided in connection with this procurement exercise, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by the Department in response to such a request, unless the Department decides that one of the statutory exemptions under the FOIA or the exceptions in the EIR applies. If you wish to designate information supplied as part of this response as confidential, or if you believe that its disclosure would be prejudicial to any person's commercial interests, you must provide clear and specific detail as to the precise information involved and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. Such designation alone may not prevent disclosure if in the Department's reasonable opinion publication is required by applicable legislation or Government policy or where disclosure is required by the Information Commissioner or the First-tier Tribunal (Information Rights).

Additionally, the Government's transparency agenda requires that tender documents (including RFPs such as this) are published on a designated, publicly searchable web site. The same applies to other tender documents issued by the Department (including the original advertisement and the pre-qualification questionnaire (if used)), and any contract entered into by the Department with its preferred supplier once the procurement is complete. By submitting a tender, you agree that your participation in this procurement may be made public. The answers you give in this response will not be published on the transparency web site (but may fall to be disclosed under FOIA or EIR (see above)). Where tender documents issued by the Department or contracts with its suppliers fall to be disclosed the Department will redact them as it thinks necessary, having regard (inter alia) to the exemptions/exceptions in the FOIA or EIR.

14. Data security

The successful tenderer(s) must comply with all relevant Data Protection Legislation, as defined in the terms and conditions applying to this Invitation to Tender.

The successful supplier must comply with the General Data Protection Regulation 2018 (GDPR) and any information collected, processed, and transferred on behalf of the Department, and in particular personal information, must be held and transferred securely. Suppliers must provide assurances of compliance with GDPR and set out in their proposals details of the practices and systems they have in place for handling data securely including transmission between the field and head office and then to the Department. Suppliers will have responsibility for ensuring that they and any subcontractor who processes or handles information on behalf of the Department is conducted securely.

Appendix B contains "The General Data Protection Regulation Assurance Questionnaire for Contractors" (Declaration 3) to evidence the extent of readiness. The Authority may ask the Contractor to provide evidence to support the position stated in the questionnaire. The Authority may require the successful Contractor to increase their preparedness where the Authority is not satisfied that the Contractor will be in a position to meet its obligations under the terms and conditions. If the Contractor fails to satisfy the Authority that it will be in a position to meet its obligations under the terms and conditions in the event that the Contractor is successful, the Authority reserves the right to exclude the bidder from this procurement.

15. Non-Collusion

No tender will be considered for acceptance if the contractor has indulged or attempted to indulge in any corrupt practice or canvassed the tender with an officer of the Department. Appendix B contains a "Statement of non-collusion" (declaration 1); any breach of the undertakings covered under items 1 - 3 inclusive will invalidate your tender. If a contractor

has indulged or attempted to indulge in such practices and the tender is accepted, then grounds shall exist for the termination of the contract and the claiming damages from the successful contractors. You must not:

- Tell anyone else what your tender price is or will be before the time limit for delivery of tenders.
- Try to obtain any information about anyone else's tender or proposed tender before the time limit for delivery of tenders.
- Make any arrangements with another organisation about whether or not they should tender, or about their or your tender price.

Offering an inducement of any kind in relation to obtaining this or any other contract with the Department will disqualify your tender from being considered and may constitute a criminal offence.

16. Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)

It is the Department's view that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) are likely to apply to this Contract and the Department expects bids to be made on the basis that TUPE applies. However, the Department is not liable for this view and Bidders should obtain their own legal advice on the applicability of TUPE.

TUPE data received from the incumbent supplier is provided ("TUPE Data"). The Department does not anticipate that any existing Department staff will be subject to transfer under TUPE regulations as a result of the Contract.

The TUPE Data has been supplied by the incumbent supplier to support the procurement process. The Department has no control over the content of the TUPE Data and has not verified or approved the TUPE Data. It is provided for Bidders who may wish to take their own professional or specialist advice on the basis of the following terms of use:

- A. Access to the TUPE Data is contingent on the Bidder signing and adhering to the terms of the Non Disclosure Agreement (Appendix D).
- B. The Department does not make any representations, warranties or guarantees, whether express or implied, that the TUPE Data is accurate, complete or up to date;
- C. TUPE Data is provided for information only. It is not intended to amount to advice on which Bidders should rely. Bidders should obtain professional or specialist advice before taking, or refraining from, any action on the basis of the TUPE Data.

By accessing the TUPE Data the Bidder hereby confirms and accepts the above terms of use. If the Bidder does not agree to these terms, the TUPE Data must not be accessed by the Bidder.

Section 5 – Evaluation model

5.1. Introduction

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

5.2. Evaluation of Bids

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

5.3. SELECTION questionnaire

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

Selection Pass/fail criteria		
Questionnaire	Q No.	Question subject
Selection Questionnaire Part 1: Potential Supplier Information		
Section 1	1.3	Contact details and declaration
Part 2: Exclusion Grounds		
Section 2	2.1 (a)(i)	Participation in a criminal organisation
Section 2	2.1(a)(ii)	Corruption
Section 2	2.1(a)(iii)	Fraud
Section 2	2.1(a)(iv)	Terrorist Offences or offences link to terrorist activities
Section 2	2.1(a)(v)	Money laundering or Terrorist financing
Section 2	2.1(a)(vi)	Child Labour and other forms of trafficking in human beings
Section 2	2.2	Self cleaning
Section 2	2.3(a)	Payment of tax or social security
Section 3	3.1 (a)	Breach of environmental obligations
Section 3	3.1 (b)	Breach of social obligations
Section 3	3.1 (c)	Breach of labour law obligations
Section 3	3.1(d)	Bankruptcy
Section 3	3.1(e)	Guilty of grave professional misconduct
Section 3	3.1(f)	Distorting competition
Section 3	3.1(g)	Conflict of Interest
Section 3	3.1(h)	Prior involvement in procurement process
Section 3	3.1(i)	Prior performance of contract

Section 3	3.1(j)(i)	Serious Misrepresentation
Section 3	3.1(j)(ii)	Withholding information
Section 3	3.1(j)(iii)	Unable to provide supporting documentation for ESPD
Section 3	3.1(j)(iv)	Influenced the decision-making process
Part 3: Selection Questions		
Section 4	4.1	Audited accounts
Section 5	5.1	Wider group
Section 5	5.2	Parent Company Guarantee
Section 5	5.3	Other Guarantee
Section 6	6.1	Relevant experience and contract examples
Section 7	7.1	Compliance under Modern Slavery Act 2015
Section 8	8.1(a)	Insurance
Section 9	SEL5.5	Health and Safety Policy
Section 9	SEL5.6	Enforcement/remedial orders in relation to the Health and Safety Executive
Section 9	SEL5.7	Breaching environmental legislation
Section 9	SEL5.8	Checking sub-contractors for infringement of environmental legislation
Section 9	SEL5.9	Unlawful discrimination
Section 9	SEL5.10	Checking sub-contractors for unlawful discrimination
Section 9	FOI1.1	Freedom of information
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.	

5.3.3. Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.

5.3.4. 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		
Questionnaire	Q No.	Question subject
Commercial	AW1.1	Form of Bid
Commercial	AW1.2	Bid validity period
Commercial	AW1.3	Certificate of bona fide Bid
Commercial	AW4.1	Compliance to the Contract Terms
Commercial	AW4.2	Changes to the Contract Terms

Commercial	AW6.3	Declarations
Commercial	AW6.3.1	Declarations – Supporting Information
Price	AW5.1	Firm and fixed price
Price	AW5.3	Open book policy
Quality	AW6.1	Compliance to the Specification
Quality	AW6.2	Variable Bids
-	-	Request for Proposal response – received on time within the e-sourcing tool
In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.		

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

Award Scoring criteria

Evaluation Justification Statement

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

Questionnaire	Q No.	Question subject	Maximum Marks
Price	AW5.2	Price	25.00%
Quality	PROJ1.1	Proposed Approach	20.00%
Quality	PROJ1.2	Understanding of the requirement	20.00%
Quality	PROJ1.3	Skills and Expertise	25.00%
Quality	PROJ1.4	Risk and Contingencies	10.00%

Award Evaluation of criteria

Non-Price elements

Each question will be evaluated on a score from 0 to 100, which shall be subjected to a multiplier to reflect the percentage of the evaluation criteria allocated to that question.

Where an evaluation criterion is worth 20% then the 0-100 score achieved will be multiplied by 20%.

Example if a Bidder scores 60 from the available 100 points this will equate to 12% by using the following calculation:

Score = {weighting percentage} x {bidder's score} = 20% x 60 = 12

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

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

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

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

Example

Evaluator 1 scored your bid as 60
Evaluator 2 scored your bid as 40
Evaluator 3 scored your bid as 80
Evaluator 4 scored your bid as 60
Your final score will $(60+40+80+60) \div 4 = 60$

Once the above evaluation process has been undertaken and the scores are apportioned by evaluator(s) this will then be subject to an independent commercial review and moderation meeting, if required by the commercial lead, any and all changes will be formally recorded relative to the regulatory obligations associated with this procurement, so as to ensure that the procurement has been undertaken in a robust and transparent way.

Price elements will be evaluated on the following criteria.

The provider with the lowest day rate offered for each task type will receive maximum marks for that task type. All task types carry an equal weighting. Within each task type once the lowest valued bidder has achieved maximum marks all other bids shall be scored on a pro rata basis in relation to the lowest day rate for the task type.

The below formula will be used:

Lowest Proposed Day Rate Per Task Type

$$\text{_____} \times 5.00\% = \text{Score for each Task Type}$$

Bidder's Day Rate Per Task Type

Costs will be scored as set out below. In this example, the cost criterion has been allocated 25%, so there is a maximum of 25 marks to be awarded per bidder for this criterion. The bids are being assessed against five cost types, all of which have equal weightings which when combined total 25%.

In the example, each of the three bidders (1, 2 and 3) submits a price against each of the five task types. The winning bid for each cost type receives full mark allocation for that task type. This is then subject to a multiplier to reflect the percentage value of the price criterion. The five marks are then added up to give each bidder a mark out of 25. It is therefore possible for a bidder to score maximum marks against one task type but receive the lowest score against another task type. All scores are rounded to two decimal places.

For example:

Bidder	Bidder's Day Rate Per Task Type	Lowest Bid divided by bid (per Task Type)	Weighting (%)
1	Task Type A: £1000 Task Type B: £1200 Task Type C: £1400 Task Type D: £1600 Task Type E: £1800	(1000/1000) x 5.00 (1200/1200) x 5.00 (1400/1400) x 5.00 (1600/1600) x 5.00 (1800/1800) x 5.00	5.00 5.00 5.00 5.00 5.00 Total: 25.00%
2	Task Type A: £1500 Task Type B: £1300 Task Type C: £2000 Task Type D: £1800 Task Type E: £2000	(1000/1500) x 5.00 (1200/1300) x 5.00 (1400/2000) x 5.00 (1600/1800) x 5.00 (1800/2000) x 5.00	3.33 4.62 3.50 4.44 4.50 Total: 20.39%
3	Task Type A: £1200 Task Type B: £1400 Task Type C: £1500 Task Type D: £1800 Task Type E: £2000	(1000/1200) x 5.00 (1200/1400) x 5.00 (1400/1500) x 5.00 (1600/1800) x 5.00 (1800/2000) x 5.00	4.17 4.29 4.67 4.44 4.50 Total: 22.06%

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

5.5. Evaluation process

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

Stage	Summary of activity
Receipt and Opening	<ul style="list-style-type: none"> RFP logged upon opening in alignment with UK SBS's procurement procedures. Any RFP Bid received after the closing date will be rejected unless circumstances attributed to the Contracting Authority or the e-sourcing tool beyond the bidder control are responsible for late submission.

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

Section 6 – Selection and award questionnaires

Section 6 – Selection questionnaire

6.1. Introduction

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

Guidance on **how to register and use the e-sourcing portal** are is available at <http://www.ukpbs.co.uk/services/procure/Pages/supplier.aspx>

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 6 – Award questionnaire

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

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 7 – General information

7.1. Introduction

- 7.1.1. The Contracting Authority wishes to establish a Contract for the provision of provision of technical and analytical chemical support. 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 add 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 and any relevant Other Public Bodies reserve the right to purchase any 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 Delta eSourcing Procurement Tool available at <https://uksbs.delta-esourcing.com/> to conduct this procurement. There will be no electronic auction following the conclusion of the evaluation of the Request for Proposal (RFP) responses. Bidders will be specifically advised where attachments are permissible to support a question response within the e-sourcing tool. All enquiries with respect to problems or functionality within the tool may be submitted to Delta eSourcing on 0845 270 7050
- 7.1.12. Please utilise the messaging system within the e-sourcing tool located at <https://uksbs.delta-esourcing.com/> within the timescales detailed in [Section 3](#). if you have any doubt as to what is required or will have difficulty in providing the information requested. Bidders should note that any requests for clarifications may not be considered by the Contracting Authority if they are not articulated by the Bidder within the discussion forum within the e-sourcing tool.
- 7.1.13. Bidders should read this document, Stage One: Overview Section. messages and the evaluation questionnaires carefully before completing the Response submission. Failure to comply with any of these instructions for completion and submission of the Submitted Response may result in the rejection of the Response. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the Services and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.
- 7.1.14. All material issued in connection with this RFP shall remain the property of the Contracting Authority and/or as applicable relevant OPB and shall be used only for the purpose of this procurement. All Due Diligence Information shall be either returned to the Contracting Authority or securely destroyed by the Bidder (at the Contracting Authority's option) at the conclusion of the procurement
- 7.1.15. The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abide by the terms of these instructions and the Conditions of Response.
- 7.1.16. The Bidder shall not make contact with any other employee, agent or consultant of UK SBS or the Contracting Authority or any relevant OPB or Customer who are in any way connected with this procurement during the period of this procurement, unless instructed otherwise by the Contracting Authority.
- 7.1.17. The Contracting Authority shall not be committed to any course of action as a result of:
- 7.1.17.1. issuing this RFP or any invitation to participate in this procurement ;
 - 7.1.17.2. an invitation to submit any Response in respect of this procurement;
 - 7.1.17.3. communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement; or
 - 7.1.17.4. any other communication between UK SBS, the Contracting Authority and/or any relevant OPB (whether directly or by its agents or representatives) and any other party.
- 7.1.18. Bidders shall accept and acknowledge that by issuing this RFP the Contracting Authority shall not be bound to accept any Response and reserves the right not to conclude a Contract for some or all of 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:
- 7.3.2.1. This is done for the sole purpose of enabling a Response to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Bidder; or
 - 7.3.2.2. The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract arising from it; or
 - 7.3.2.3. The Bidder is legally required to make such a disclosure

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

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

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

USEFUL INFORMATION LINKS

- [Contracts Finder](#)

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

7.4. Freedom of information

- 7.4.1. In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA') and the Environmental Information Regulations 2004 (the 'EIR') (each as amended from time to time), UK SBS and the Contracting Authority may be required to disclose information submitted by the Bidder to the to the Contracting Authority.
- 7.4.2. In respect of any information submitted by a Bidder that it considers to be commercially sensitive the Bidder should complete the Freedom of Information declaration question defined in the Question FOI1.2.
- 7.4.3. Where a Bidder identifies information as commercially sensitive, the Contracting Authority will endeavour to maintain confidentiality. Bidders should note, however, that, even where information is identified as commercially sensitive, the Contracting Authority may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, the Contracting Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Contracting Authority cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.
- 7.4.4. Where a Bidder receives a request for information under the FoIA or the EIR during the procurement, this should be immediately passed on to the Contracting Authority and the Bidder should not attempt to answer the request without first consulting with the Contracting Authority.
- 7.4.5. Bidders are reminded that the Government's transparency agenda requires that sourcing documents, including RFP templates such as this, are published on a designated, publicly searchable web site, and, that the same applies to other sourcing documents issued by the Contracting Authority, and any contract entered into by the Contracting Authority with its preferred supplier once the procurement is complete. By submitting a response to this RFP Bidders are agreeing that their participation and contents of their Response may be made public.

7.5. Response Validity

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

7.6. Timescales

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

7.7. The Contracting Authority's Contact Details

- 7.7.1. Unless stated otherwise in these Instructions or in writing from UK SBS or the Contracting Authority, all communications from Bidders (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement must be directed through the e-sourcing tool to the designated UK SBS contact.
- 7.7.2. All enquiries with respect to access to the e-sourcing tool may be submitted to Delta eSourcing on 0845 270 7050 please note this is a free self-registration website and this can be done by completing the online questionnaire at <https://uksbs.delta-esourcing.com/>
- 7.7.3. Bidders should be mindful that the designated Contact should not under any circumstances be sent a copy of their Response outside of the e-sourcing tool. Failure to follow this requirement will result in disqualification of the Response.

7.8. Preparation of a Response

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

7.9. Submission of Responses

- 7.9.1. The Response must be submitted as instructed in this document through the e-sourcing tool. Failure to follow the instruction within each Section of this document, to omit responses to any of the questions or to present your response in alignment with any guidance notes provided may render the Response non-compliant and it may be rejected.
- 7.9.2. The Contracting Authority may at its own absolute discretion extend the closing date and the time for receipt of Responses specified [Section 3](#).
- 7.9.3. Any extension to the RFP response period will apply to all Bidders.
- 7.9.4. Any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided. Failure to adhere to this requirement will result in the Response not being considered.
- 7.9.5. The Contracting Authority do not accept responsibility for the premature opening or mishandling of Responses that are not submitted in accordance with the instructions of this document.
- 7.9.6. The Response and any documents accompanying it must be in the English language
- 7.9.7. Bidders must submit their response through the e-sourcing tool, unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority. Responses received by any other method than requested will not be considered for the opportunity.
- 7.9.8. Responses will be submitted any time up to the date indicated in [Section 3](#). Responses received before this deadline will be retained in a secure environment, unopened until this deadline has passed.
- 7.9.9. Responses received after the date indicated in [Section 3](#) shall not be considered by the Contracting Authority, unless the Bidder can justify that the reason for the delay is solely attributable to the Contracting Authority
 - 7.9.9.1. The Bidder must demonstrate irrefutable evidence in writing they have made best endeavours to ensure the Response was received on time and that the issue was beyond their control.
 - 7.9.9.2. Any request for a late Response to be considered must be emailed to the Buyer in [Section 3](#) in advance of 'the deadline' if a bidder believes their Response will be received late.
 - 7.9.9.3. The Contracting Authority reserves the right to accept or reject any late Response without justification to the affected Bidder and make no guarantee it will consider any request for a late Response to be considered.
- 7.9.10. Do not seek changes to the Bid after responses have been submitted and the deadline (date and time) for receipt of responses has passed.

7.10. Canvassing

- 7.10.1. Any Bidder who directly or indirectly canvasses any employee, or agent of UK SBS, the Contracting Authority or its members or any relevant OPB or any of its employees concerning the establishment of the Contract or who directly or indirectly obtains or

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

7.11. Disclaimers

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

7.12. Collusive behaviour

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

7.13. No inducement or incentive

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

7.14. Acceptance of the Contract

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

7.15. Queries relating to the Response

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

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

7.16. Amendments to Response Documents

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

7.17. Modification and withdrawal

- 7.17.1. Bidders may modify their Response where allowable within the e-sourcing tool. No Response may be modified after the deadline for submission of Responses.
- 7.17.2. Bidders may withdraw their Response at any time prior the deadline for submission of Responses [or any other time prior to accepting the offer of a Contract]. The notice to withdraw the Response must be in writing and sent to the Contracting Authority by recorded delivery or equivalent service and delivered to the Head of Policy UK SBS at UK Shared Business Services Ltd, Procurement, Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1ET

7.18. Right to disqualify or reject

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

7.19. Right to cancel, clarify or vary the process

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

7.20. Notification of award

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

Section 7 – General Information

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

DO:

Do comply with Procurement document instructions. Failure to do so may lead to disqualification.

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

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.

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.

Do ensure you utilise the Delta 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

Do answer the question, it is not enough simply to cross-reference to a 'policy', web page or another part of your Bid, the evaluation team have limited time to assess bids and if they can't find the answer, they can't score it.

Do consider who the Contracting Authority is and what they want – a generic answer does not necessarily meet every Contracting Authority's needs.

Do reference your documents correctly, specifically where supporting documentation is requested e.g. referencing the question/s they apply to.

Do provide clear, concise and ideally generic contact details; telephone numbers, e-mails and fax details.

Do complete all questions in the questionnaire or we may reject your Bid.

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.

Do check and recheck your Bid before dispatch.

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

DO NOT

Do not cut and paste from a previous document and forget to change the previous details such as the previous buyer's name.

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.

Do not share the Procurement documents, they may be confidential and should not be shared with anyone without the Buyers written permission.

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.

Do not contact any UK SBS staff or the Contracting Authority staff without the Buyers written permission or we may reject your Bid.

Do not collude to fix or adjust the price or withdraw your Bid with another Party as we will reject your Bid.

Do not offer UK SBS or the Contracting Authority staff any inducement or we will reject your Bid.

Do not seek changes to the Bid after responses have been submitted and the deadline for Bids to be submitted has passed.

Do not cross reference answers to external websites or other parts of your Bid, the cross references and website links will not be considered.

Do not exceed word counts, the additional words will not be considered.

Do not make your Bid conditional on acceptance of your own Terms of Contract, as your Bid will be rejected.

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 e-sourcing tool. 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 Contract Notice
“Contracting Authority”	A public body regulated under the Public Procurement Regulations on whose behalf the procurement is being run
“Customer”	means the legal entity (or entities) for which any Contract agreed will be made accessible to.
“Due Diligence Information”	means the background and supporting documents and information provided by the Contracting Authority for the purpose of better informing the Bidders responses to this Request for Proposal
"EIR"	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
“Find a Tender”	Means the UK Government Portal that superseded the OJEU as from 1/1/2021 https://www.find-tender.service.gov.uk/Search
“FoIA”	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
“Further Competition”	means re-opening competition under a framework if applicable to this procurement
“Mandatory”	Means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
“Named Procurement person ”	means the single point of contact for the Contracting Authority based in UK SBS that will be dealing with the procurement
“Order”	means an order for served by any Contracting Body on the Supplier
“Other Public Bodies”	means all Contracting Bodies except the Contracting Authority
“Request for Proposal” or “RFP”	means this Request for Proposal documentation and all related documents published by the Contracting Authority and made available to Bidders and includes the Due Diligence Information. NOTE: This document is often referred to as an Invitation to Tender within other organisations
“Supplier(s)”	means the organisation(s) awarded the Contract
“Supplies / Services / Works”	means any supplies/services and supplies or works set out at within Section 4 Specification