

Request for Proposal



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

Subject: The provision of data best practice and start-up business support services

Sourcing Reference Number: PS23189

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

Registered in England and Wales as a limited company. Company Number 6330639.
Registered Office Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1FF
VAT registration GB618 3673 25
Copyright (c) UK Shared Business Services Ltd. 2013

Version 7.0

Table of Contents

Section	Content
1	<u>About UK Shared Business Services Ltd.</u>
2	<u>About the Contracting Authority</u>
3	<u>Working with the Contracting Authority.</u>
4	<u>Specification and about this procurement</u>
5	<u>Evaluation model</u>
6	<u>Selection and award questionnaires</u>
7	<u>General Information</u>
Appendix A	Glossary of Terms

Section 1 – About UK Shared Business Services

Putting the business into shared services

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

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

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

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

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

Our Customers

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

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

Privacy Statement

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

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

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

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

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

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

Section 2 – About the Contracting Authority

UK Research and Innovation (UKRI)

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

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

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

For more information, please visit: www.ukri.org

Innovate UK

Innovate UK works with people, companies and partner organisations to find and drive the science and technology innovations that will grow the UK economy. They drive growth by working with companies to de-risk, enable and support innovation.

<https://www.gov.uk/government/organisations/innovate-uk>

Section 3 – Working with the Contracting Authority

Section 3 – Contact details		
3.1.	Contracting Authority Name and address	UK Research and Innovation - Innovate UK Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1UH
3.2.	Buyer	Kallista Thomas
3.3.	Buyer contact details	Professionalservices@uksbs.co.uk
3.4.	Estimated value of the Opportunity	<p>The maximum budget for this requirement is £400,000.00 excluding VAT.</p> <p>This opportunity is being let as a 20 month Contract with the option to extend for a further 12 months</p> <p>Its anticipated the total contract value for the initial 20-month period shall not exceed £250,000.00 excluding VAT.</p> <p>Its anticipated the total value for the optional 12-month extension period shall not exceed £150,000.00 excluding VAT.</p>
3.5.	Process for the submission of clarifications and Bids	<p>All correspondence shall be submitted within the Messaging Centre of the Jaggaer eSourcing portal. Guidance on how to obtain support on using the Jaggaer eSourcing portal can be found in Section 7.1.11.</p> <p>Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid <u>not</u> being considered, unless formally advised to do so by UKSBS.</p>

Section 3 - Timescales		
3.6.	Date of posting of Contract advert to Find a Tender and Contracts Finder.	Wednesday, 19 th July 2023
3.7.	Latest date / time RFP clarification questions shall be received through the Jaggaer eSourcing Portal	Friday, 11 th August 2023 11.00
3.8.	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through the Jaggaer eSourcing Portal	Tuesday, 15 th August 2023

3.9.	Latest date and time for Bidder to request access to the RFP documents	Wednesday, 23 rd August 2023 10.00
3.10.	Latest date and time RFP Bid shall be submitted through the Jaggaer eSourcing Portal (the Deadline)	Wednesday, 23 rd August 2023 11.00
3.11.	Date / time Bidders should be available if face to face clarifications are required	w/c 28 th August 2023
3.12.	Anticipated notification of proposed Contract award to unsuccessful bidders	Tuesday, 12 th September 2023
3.13.	Anticipated Contract Award Date	Thursday, 28 th September 2023
3.14.	Commencement of Contract	Monday, 02 nd October 2023
3.15.	Completion of Contract	Monday, 30 th June 2025 with the option to extend for a further 12 months to a total of 30 th June 2026
3.16.	Bid Validity Period	90 Days

Section 4 – Specification and about this Procurement

1. Aims & Objectives

The key aims and objectives of procuring this support for the Net Zero Living programme are to:

- **Improve data maturity of businesses and organisations operating in Net Zero markets:**

By introducing the, we are looking to build upon the recommendations of the Energy Data Taskforce (<https://www.gov.uk/government/groups/energy-data-taskforce>), and progress made by Ofgem in introducing the Data Best Practice (DBP) Guidance. This Net Zero Living Data Guidance builds upon Ofgem's DBP and seeks to improve data maturity of UK organisations, to enable them to capitalise on emerging net zero and data market opportunities.

UKRI councils all have a data policy, see <https://www.ukri.org/manage-your-award/publishing-your-research-findings/making-your-research-data-open/> except Innovate UK. We want to utilise the [Net Zero Living Data Guidance](#) in the context of the Net Zero Living programme to test trial the potential benefit for the businesses sector in UK of apply data principles in Innovate UK grants. Thus, the support for the Net Zero Living programme will help Innovate UK Net Zero Living programme to evaluate the impact and potential market growth possible by applying the data principles in potentially a data policy for Innovate UK grant. The contractor will also support Innovate UK to substantiate the potential market growth by using data principles to fund innovation in businesses.

- **Support digital start-up business growth by providing them with tailored technical and business growth support**

The Supplier will be expected to support businesses business model, product, growth, data and digital (cyber security such as the [Secure Connected Places: Cyber Security Playbook launched](#), data science, code review etc).

We will expect the Supplier to suggest relevant area to foster innovation in the businesses and business growth, thus not limiting the areas of support to those listed above.

- **Enable relevant insights to be drawn out from the programme to be targeted at Innovate UK, Government, Regulators, Innovators and wider stakeholders**

These insights should be openly published and accessible.

The insight shall be used by Innovate UK to articulate a business case to adopt an Innovate UK wider data policy to support business growth and innovation.

We also expect the insight to demonstrate to the Government and Regulators the positive value of the data principles to foster economic growth and exploit new market segment, specifically looking at this in the context of Net Zero innovation and small businesses rapid growth.

We believe that small businesses will have a critical role in creating innovation in systems of systems and accelerate the adoption to Net Zero with better use of resource/infrastructure, better decision making etc. by unlocking the innovation through utilisation of data. This contract shall help us to demonstrate this potential and argue a clear business case to support further development in this area and further grants to support businesses in the utilisation of data to accelerate Net Zero.

- **Enable cross project and business learning through convening a community of practice related to data and best practices**

The Supplier will be expected to support communication and networking with a large group of stakeholders, but also particularly focusing on the businesses needs.

Enable businesses supported through the Net Zero Living Digital Accelerator competitions and Fast Start to share their projects, learnings and outcomes with a range of stakeholders through online and inperson events, support them in pitching their business to relevant stakeholders.

2. Objectives

This procurement is looking to procure a Supplier to lead on the delivery of the following elements of the Net Zero Living programme.

This Supplier will lead on convening and supporting projects funded through the Digital parts of the programme (Digital Accelerator round 1 and 2, and Digital Fast Start).

This Supplier will lead on data related aspects of Pathfinder Places and Fast Followers projects. The Pathfinder Places and Fast Followers projects will have a main convenor, with service providers providing subject matter expertise and services into these projects in collaboration with this convenor. This procurement is for the data subject matter expert and service provider who will work with the main convenor for Pathfinder Places and Fast Followers.

Competitions	NZL User		NZL Place (Data ONLY)	
	Digital accelerator	Fast Start	Pathfinder & Demonstrator	Fast Followers
Insight report	1			
Competitions reports	2	1		
200 x hours pool	Bespoke per projects/Businesses			
Data guidance workshops	2	1	2	1
Data best practices community	These cohorts		Support places to have a data strategy	
Communication & dissemination events	These cohorts			

This procurement require at least the following deliverables:

1. 1 x final public insight report

Developing relevant insights for Innovate UK, Government, regulators, innovators and wider stakeholders in a key part of this programme.

We expect an impact analysis on the value of the [Net Zero Living Data Guidance](#) on business growth and recommendations and evidence based estimation on how to foster business growth and estimate the value of the market, how to support it for Innovate UK, Government, Regulators, Innovators and wider stakeholders.

We would like this Supplier to lead on the development of insights related to data best practice and wider considerations as part of this contract.

These insights will be curated and developed through the delivery of workshops (Hybrid or Virtual), support services, dissemination activities and the community of practice and the expertise of the Supplier in this area will be key. This report is expected to be evidence based so the projections on business growth and the role of innovation in digital data utilisation area is substantiated to be used in future business case to support further support from Innovate UK in this sector.

2. 3 x Competitions summary reports

At a minimum, we expect 1 openly published report for each round of Digital Accelerator competitions and the Fast start competitions.

We would also expect this partner to support Innovate UK in disseminating key messages and insights to relevant stakeholders such as Government, regulators, industry bodies etc.

3. A pool of 200 hours minimum for bespoke and tailored technical and business growth support to be used on the Digital accelerator competitions and fast start competition cohorts.

We would like to offer a pool of 200 hours minimum of technical and business support to the Digital Accelerator projects and the Fast Start projects. To be able to tailor this support to the needs of individual projects, we believe offering a range of propositions is most appropriate, where projects can pick which propositions of support best meets their needs.

Given the introduction of the data guidance, we believe proposition(s) to provide support to projects in applying and embedding these principals is a priority for this programme. We would like bidders to suggest what these proposition(s) for data guidance support should look like.

Aside from data guidance support, we would also like to offer relevant data and digital technical support options to the digital startups funded through the competition. This can be from a wide range of areas, and we would like bidders to suggest which technical support propositions we should offer through this competition.

We would also like to offer wider business growth and support services to businesses funded through this competition. We would like bidders to suggest which business growth support propositions we should offer through this competition.

It is likely to take at least 4 weeks for projects to discuss support propositions and agree which support services meet their needs. We would like to offer each project a coherent support proposition at the start of their project, which should explain the range of services on offer to them. There should also be flexibility built into support propositions and services in order to meet the specific needs of projects.

Expertise on how to use data:

For the Pathfinders and Fast Followers competitions, some further expertise on how to collate core data and assumptions as a service for local authorities will be required. This can be link with the Data best practices community deliverables (yellow cells in the table above).

4. A minimum of 6 x 2 hours Net Zero Living Data Guidance workshops

The aim of these workshops are to introduce projects to the [Innovate UK Net Zero Living Data Guidance](#) and principals, and explain how these principals could be applied to projects. Projects should have a good understanding of the guidance and 12 principals, as well as an understanding of how they can apply the principals to their projects following these workshops.

5 x Workshops so each competitions cohorts:

- 2 x rounds of Digital Accelerators
- 1 x Fast Start
- 1 x Fast Followers
- 2 x Pathfinder & Demonstrator

These workshops will need to be delivered in the first weeks of projects commencing, in order for projects to put in place the required governance and data management processes for the project.

We would like bidders to suggest how they would undertake these workshops, length and volume. We believe that at least 6 x 2 hours workshops(or equivalent) are likely to be the minimum necessary.

For the **Fast Start programme**, as the businesses here will be early stage, and project monitoring and governance relatively light touch, we expect adherence to the data guidance to be proportional to these considerations. As such we also expect that these workshops will be lighter touch than for Digital Accelerator and Pathfinder Places projects.

Given the nature of the **Fast Followers programme**, we do not require them to adhere to the data guidance, however we would like to help with upskilling relevant organisations on data best practice topics.

5. Data best practice community of practice

We would like to develop a community of practice for the Net Zero Living programme, where data best practice and other data topics are a core consideration. This community of practice should facilitate shared learning, support knowledge building, and keep the community abreast of emerging best practice and relevant topics such as regulations.

Expertise on how to use data:

Using the places and demonstrators in the competitions Pathfinder & Demonstrator and Fast Followers can be a practical way to get both the places (demand) and businesses (supply) to talk to each other and frame better the demands/needs to available expertise and solution developed.

6. Communication & dissemination events

We would like this Supplier to lead on communications and dissemination events for the Digital Accelerator projects. At a minimum, we expect this to include at least 2 online project show and tells (one at beginning and one at end), and one in person event.

This event should showcase projects as well as relevant programme insights, alongside taking a thought leadership position on relevant data topics.

The in-person event scope is TBC but is expected to attract at least 100 attendees (possibly as part of a wider programme event). We expect online show and tell recordings to be hosted online after the event.

3. Background to the Requirement

The bidders will be expected to provide information about:

- **Any history relevant to the procurement**

We would like to know the level of expertise working for funding agency (or similar) to provide a service supporting the actions of the grant in the sector of Data in digital application, specifically for net zero.

- **Recent developments**

We would like to assess the expertise in Data and Digital linked to Net Zero, any relevant recent development would be useful to understand the expertise of the bidder. This is also relevant for work on supporting funding agency (or similar) with a cohorts of projects/businesses (particularly small businesses).

Similarly, any relevant involvement in writing expert insights report for governmental stakeholders (or similar).

- **A description of the business activities in net zero, data in digital application and funding to support small business growth; Organisation & staffing; Roles & responsibilities**

Specifically for the 200 hours of support that required to be tailored to each projects/businesses, we would like to understand the expertise of the team that will take this responsibility.

Also for the insight report, relevant expertise will be required to assess the credibility of the candidate to have an expert opinion and propose insights.

- **Business functions & processes**

We want to understand the capacity of the bidder to deliver all the deliverables in a timely manner and the capacity to interact with all the projects/businesses to be able to design tailored support and relevant workshops and events.

4. Scope

The maximum budget is £250,000.00 excluding VAT. The bidder bid will be expected to breakdown the price of each deliverables and justify the cost for each elements.

The contract should not go any longer than a couple of months after the end of the last projects. The current date for the end of all the projects is 30th April 2025. Thus it is expected that this procurement contract will be completed no later than the 30th June 2025.

The Contracting Authority reserves the right to decide whether to utilise the optional 12-month extension period in light of the final insight report. The maximum budget for the optional extension period shall not exceed £150,000.00 excluding VAT.

Pricing Submission

Under question AW5.1, bidders will be asked to provide a total cost for all the Services as detailed above. The total costs are to cover the initial Contract term only and must not exceed the £250,000.00 excluding VAT maximum budget

Under question AW5.2, bidders will be asked to complete the attached pricing schedule;

- Tab 1. Price Schedule (initial) – This tab should be completed with the breakdown of the AW5.1 total cost. Taking note that this cannot exceed the £250,000.00 excluding VAT maximum budget.
- Tab 2. Schedule of Rates – This tab should be completed with the bidders rates that would be applicable should the Contracting Authority decide to extend the Contract into the final 12 months. All rates submitted will be firm and fixed and unable to be updated if the extension option is utilised.

5. Requirement

Deliverables:

Deliverables as described above are the following:

Competitions	NZL User		NZL Place (Data ONLY)	
	Digital accelerator	Fast Start	Pathfinder & Demonstrator	Fast Followers
Insight report	1			
Competitions reports	2	1		
200 hours pool	Bespoke per projects/Businesses			
Data guidance workshops	2	1	2	1
Data best practices community	These cohorts		Support places to have a data strategy	
Communication & dissemination events	These cohorts			

Meetings:

Further, it will be expected to have quarterly meeting with IUK team to follow the progress of the deliverables, responses of the cohorts, workshops, events and communications timeline and preparation etc.

Assessment of businesses:

To keep track of the progress of the Businesses we would like the contractor to look at the following KPIs:

KPIs to assess Businesses
Employment - Total
Employment - Additional
Employment - Expected
Follow On Funding - Private Additional
Profit - Operating
Profit - Generated from sales of new innovation
R&D Expenditure - Total
Turnover - Total
Turnover - Innovations
Turnover - Additional
Turnover - Additional - Exports
Turnover - Expected
Ongoing & New R&D Projects - Total
New or maintained collaboration - Additional

This could for example be done with a pre-survey and post-survey for each businesses. Note that Places are not included here.

We also recommend to look for the impact and potential impact of the businesses following the support of the IUK competitions:

Impact assessment
Accelerating leverage of private investment
Greater cross-sector collaboration
Greater market demand and certainty
Developed UK competitive advantage in net zero
Capacity and scale of UK supply chains
Increase in TRL, CRL, MRL, SRL or BRL
Performance of supported companies (profit, turnover)
Leveraged private investment
Contribute to the leveling-up agenda

6. Timetable

Here is the expected timeline, however, flexibility can be built in:

Tasks	Timeline	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J
		e	c	o	e	a	e	a	p	a	u	u	u	e	c	o	e	a	e	a	a	y	n
		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
		3	3	3	3	4	4	4	4	4	4	4	4	4	4	4	4	5	5	5	5	5	5
Kick off		x																					
Quarterly meeting							x				x				x				x				
Digital accelerator project		x	x	x	x	x	x	x	x	x	x	x	x	x									
Competition report														x									
Data guidance workshop			x																				
Fast start projects						x	x	x	x	x	x	x											
Competition report												x											
Data guidance workshop						x																	
Pathfinders projects						x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Data guidance workshop								x															
Fast follower projects		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Data guidance workshop						x																	
200 hours pool					x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x		
Data best practices community									x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Communication		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Insight report																						x	
Closing meeting																						x	

Terms and Conditions

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

Section 5 – Evaluation model

5.1. Introduction

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

5.2. Evaluation of Bids

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

5.3. SELECTION questionnaire

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

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

Section 3	3.1 (d)	Breach of labour law obligations
Section 3	3.1(e)	Bankruptcy or subject to Insolvency
Section 3	3.1(f)	Guilty of grave professional misconduct
Section 3	3.1(g)	Distorting of competition
Section 3	3.1(h)	Conflict of Interest
Section 3	3.1(i)	Involved in preparation of procurement procedure
Section 3	3.1(j)	Prior performance issues
Section 3	3.1(k)	Serious Misrepresentation, withholding information, undue influence and undue advantages.
Section 3	3.1(l) to 3.2	Modern Slavery
Qualification Questionnaire Part 3: Selection Questions		
Section 4	4.1(a)	Financial statements filed with Companies House
Section 4	4.1(b)	Detailed accounts
Section 4	4.1(c)	Annual Turnover profit and loss accounts etc..
Section 4	4.2	Financial reliance upon others and guarantee
Section 6	6.1	Relevant experience and contract examples
Section 6	6.2	Subcontracting and healthy supply chains
Section 6	6.3	Technical and Professional Ability
Section 7	7.1	Insurance
Section 8	8.1(a)	General Data Protection Regulations
Section 8	8.1(b)	General Data Protection Regulations – Technical Facilities and Measures
Section 8	8.2(a)	Health and Safety
Section 8	8.3(a)(i) –(ii)	Modern Slavery
Part 3	SEL2.12	General Data Protection Regulations and Data Protection Act 2018
Part 3	SEL2.19	PPN 01/22 - Contracts with suppliers from Russia or Belarus
Part 3	FOI1.1 – 1.2	Freedom of Information
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.	

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

5.4. AWARD questionnaire

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

Award Pass / Fail criteria		
Evaluation Envelope	Q No.	Question subject
Qualification	AW1.1	Form of Bid
Qualification	AW1.2	Bid validity period
Qualification	AW1.3	Certificate of bona fide Bid
Qualification	AW3.2	Conflict of Interest Declaration
Qualification	AW3.2.1	Conflict of Interest Declaration Supporting Information
Qualification	AW4.1	Compliance to the Contract Terms
Qualification	AW4.2	Changes to Contract Terms
Commercial	AW5.3	Firm and Fixed Price
Commercial	AW5.4	Maximum Budget
Commercial	AW5.5	E Invoicing
Technical	AW6.1	Compliance to the Specification
Technical	AW6.2	Variable Bids
-	-	Request for Proposal response – received on time within the Jaggaer eSourcing Portal
In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.		

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

Award Scoring criteria				
Evaluation Justification Statement In consideration of this particular requirement the Contracting Authority has decided to evaluate Potential Providers by adopting the weightings/scoring mechanism detailed within this RFP. The Contracting Authority considers these weightings to be in line with existing best practice for a requirement of this type.				
Evaluation Envelope	Q No.	Question subject	Maximum Marks	
			Overall	Breakdown
Commercial	AW5.1	Price	20%	20%

Technical	PROJ1.1	Methodology and Approach	80%	20%
Technical	PROJ1.2	Ability to deliver (resource and expertise)		20%
Technical	PROJ1.3	Understanding the requirements and context		20%
Technical	PROJ1.4	Risk and Mitigation		20%

Award Evaluation of criteria

Non-Commercial Elements

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

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

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

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

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

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

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

All questions will be scored based on the above mechanism. 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 60

Evaluator 3 scored your bid as 40

Evaluator 4 scored your bid as 40

Your final score will $(60+60+40+40) \div 4 = 50$

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.

Commercial Elements will be evaluated on the following criteria.

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

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

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

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

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

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

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

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

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

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

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

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

5.5. Evaluation process

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

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

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

Section 6 – Evaluation Response Questionnaires

6.1. Qualification / Selection Questionnaire

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

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

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

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

6.2. Technical and Commercial Questionnaire

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

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

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

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 7 – General information

7.1. Introduction

- 7.1.1. The Contracting Authority wishes to establish a Contract for the provision of The provision of data best practice and start-up business support services. The Contracting Authority is managing this procurement process in accordance with Public Procurement (as may be amended from time to time) (the “Regulations”). This is a Services Contract being procured under the Open Procedure
- 7.1.2. The Contracting Authority is procuring the Contract for its exclusive use.
- 7.1.3. UK SBS and the Contracting Authority logo, trademarks and other identifying marks are proprietary and may not be incorporated in the Companies response without or the Contracting Authority’s written permission.
- 7.1.4. The Bidder shall indemnify and keep indemnified UK SBS and the Contracting Authority against all actions, claims, demands, proceedings, damages, costs, losses, charges, and expenses whatsoever in respect of any breach by the Bidder of this document.
- 7.1.5. If there is any doubt with regard to the ambiguity of any question or content contained in this questionnaire then PLEASE ASK a clarification question, but please ensure that your question is via the formal clarification process in writing to the UK SBS representative nominated. No approach of any kind in connection with this opportunity should be made to any other person within or associated with UK SBS or the Contracting Authority. All information secured outside of this named contact shall have no legal standing or worth and should not be relied upon.
- 7.1.6. It remains the responsibility of the Bidder to keep UK SBS and the Contracting Authority informed of any matter that may affect continued qualification
- 7.1.7. Prior to commencing formal evaluation, Submitted Responses will be checked to ensure they are fully compliant with the Pass / Fail criteria within the Evaluation model. Non-compliant Submitted Responses may be rejected by the Contracting Authority. Submitted Responses which are deemed by the Contracting Authority to be fully compliant will proceed to evaluation. These will be evaluated using the criteria and scores detailed in the matrix set out in [Section 5](#).
- 7.1.8. Whilst it is the Contracting Authority’s intention to purchase the majority of its services under this Contract Arrangement from the Supplier(s) appointed this does not confer any exclusivity on the appointed Suppliers. The Contracting Authority reserve the right to purchase any services and services (including those similar to the services covered by this procurement) from any Supplier outside of this Contract.
- 7.1.9. The Contracting Authority reserves the right not to conclude a Contract as a result of the current procurement process. Bidders should review the contents of Section 7 paragraph 7.8.1 when considering submitting their Response.
- 7.1.10. The services covered by this procurement exercise have NOT been sub-divided into Lots.
- 7.1.11. The Contracting Authority shall utilise the Jaggaer eSourcing Portal available at <https://beisgroup.ukp.app.jaggaer.com/> to conduct this procurement. There will be no

electronic auction following the conclusion of the evaluation of the Request for Proposal (RFP) responses. Bidders will be specifically advised where attachments are permissible to support a question response within the Jaggaer eSourcing portal.

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

Phone 08000 698 632

Email customersupport@jaggaer.com

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

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

- 7.1.12. Please utilise the messaging system within the Jaggaer eSourcing Portal located at <https://beisgroup.ukp.app.jaggaer.com/> within the timescales detailed in [Section 3](#). If you have any doubt as to what is required or will have difficulty in providing the information requested. Bidders should note that any requests for clarifications may not be considered by the Contracting Authority if they are not articulated by the Bidder within the discussion forum within the Jaggaer eSourcing Portal.
- 7.1.13. Bidders should read this document, and all attachment, messages and the response envelopes located within the Jaggaer eSourcing portal carefully before completing the Response submission. Failure to comply with any of these instructions for completion and submission of the Submitted Response may result in the rejection of the Response. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the services and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.
- 7.1.14. All material issued in connection with this RFP shall remain the property of the Contracting Authority and shall be used only for the purpose of this procurement. All Due Diligence Information shall be either returned to the Contracting Authority or securely destroyed by the Bidder (at the Contracting Authority's option) at the conclusion of the procurement.
- 7.1.15. The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abide by the terms of these instructions and the Conditions of Response.
- 7.1.16. The Bidder shall not make contact with any other employee, agent or consultant of UK SBS or the Contracting Authority or Customer who are in any way connected with this procurement during the period of this procurement, unless instructed otherwise by the Contracting Authority.
- 7.1.17. The Contracting Authority shall not be committed to any course of action as a result of:
 - 7.1.17.1. issuing this RFP or any invitation to participate in this procurement;
 - 7.1.17.2. an invitation to submit any Response in respect of this procurement;
 - 7.1.17.3. communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement; or
 - 7.1.17.4. any other communication between UK SBS or the Contracting Authority (whether directly or by its agents or representatives) and any other party.

- 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 revised its Government Security Classifications (GSC) classification scheme on the 2nd April 2014 to replace the previous Government Protective Marking System ("GPMS"). A key aspect of this is the reduction in the number of security classifications used. All Bidders are encouraged to make themselves aware of the changes and identify any potential impacts in their Bid, as the protective marking and applicable protection of any material passed to, or generated by, you during the procurement process or pursuant to any Contract awarded to you as a result of this tender process will be subject to the new GSC from 2nd April 2014. The link below to the Gov.uk website provides information on the new GSC:

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

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

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

USEFUL INFORMATION LINKS

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

7.4. Freedom of information

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

7.5. Response Validity

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

7.6. Timescales

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

7.7. The Contracting Authority's Contact Details

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

7.8. Preparation of a Response

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

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

7.9. Submission of Responses

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

7.10. Canvassing

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

7.11. Disclaimers

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

7.12. Collusive behaviour

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

shall (without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability which such conduct by a Bidder may attract) be disqualified.

7.13. No inducement or incentive

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

7.14. Acceptance of the Contract

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

7.15. Queries relating to the Response

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

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

7.16. Amendments to Response Documents

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

7.17. Modification and withdrawal

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

7.18. Right to disqualify or reject

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

7.19. Right to cancel, clarify or vary the process

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

7.20. Notification of award

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

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

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

DO:

- 7.21.1. Do comply with Procurement document instructions. Failure to do so may lead to disqualification.
- 7.21.2. Do provide the Bid on time, and in the required format. Remember that the date/time given for a response is the last date that it can be accepted; we are legally bound to disqualify late submissions. Responses received after the date indicated in the RFP shall not be considered by the Contracting Authority, unless the Bidder can justify that the reason for the delay, is solely attributable to the Contracting Authority.
- 7.21.3. Do ensure you have read all the training materials to utilise e-sourcing tool prior to responding to this Bid. If you send your Bid by email or post it will be rejected.
- 7.21.4. Do use Microsoft Word, PowerPoint Excel 97-03 or compatible formats, or PDF unless agreed in writing by the Buyer. If you use another file format without our written permission, we may reject your Bid.
- 7.21.5. Do ensure you utilise the Jaggaer eSourcing messaging system to raise any clarifications to our RFP. You should note that we will release the answer to the question to all Bidders and where we suspect the question contains confidential information, we may modify the content of the question to protect the anonymity of the Bidder or their proposed solution
- 7.21.6. Do answer the question, it is not enough simply to cross-reference to a 'policy', web page or another part of your Bid (unless the question specifically allows you to do so) the evaluation team have limited time to assess bids and if they can't find the answer, they can't score it.
- 7.21.7. Do consider who the Contracting Authority is and what they want – a generic answer does not necessarily meet every Contracting Authority's needs.
- 7.21.8. Do reference your documents correctly, specifically where supporting documentation is requested e.g. referencing the question/s they apply to.
- 7.21.9. Do provide clear, concise, and ideally generic contact details; telephone numbers, e-mails and fax details.
- 7.21.10. Do complete all questions in the questionnaire or we may reject your Bid.
- 7.21.11. Do ensure that the Response and any documents accompanying it are in the English Language, the Contracting Authority reserve the right to disqualify any full or part responses that are not in English.
- 7.21.12. Do check and recheck your Bid before dispatch.

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

DO NOT

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

Appendix A – Glossary of Terms

TERM	MEANING
“UK SBS”	means UK Shared Business Services Ltd herein after referred to as UK SBS.
“Bid”, “Response”, “Submitted Bid”, or “RFP Response”	means the Bidders formal offer in response to this Request for Proposal
“Bidder(s)”	means the organisations being invited to respond to this Request for Proposal
“Central Purchasing Body”	means a duly constituted public sector organisation which procures supplies / services / works for and on behalf of Contracting Authorities
“Conditions of Bid”	means the terms and conditions set out in this RFP relating to the submission of a Bid
“Contract”	means the agreement to be entered by the Contracting Authority and the Supplier following any award under the procurement
“Contracting Bodies”	means the Contracting Authority and any other contracting authorities described in the Find a Tender and Contract Notice
“Contracting Authority”	A public body regulated under the Public Procurement Regulations on whose behalf the procurement is being run
“Customer”	means the legal entity (or entities) for which any Contract agreed will be made accessible to.
“Due Diligence Information”	means the background and supporting documents and information provided by the Contracting Authority for the purpose of better informing the Bidders responses to this Request for Proposal
"EIR"	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
“Find a Tender”	Means the UK Government Portal that superseded the OJEU as from 1/1/2021 https://www.find-tender.service.gov.uk/Search
“FoIA”	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
“Mandatory”	Means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
“Named Procurement person ”	means the single point of contact for the Contracting Authority based in UK SBS that will be dealing with the procurement
“Order”	means an order for served by any Contracting Body on the Supplier
“Request for Proposal” or “RFP”	means this Request for Proposal documentation and all related documents published by the Contracting Authority and made available to Bidders and includes the Due Diligence Information. NOTE: This document is often referred to as an Invitation to Tender within other organisations
“Supplier(s)”	means the organisation(s) awarded the Contract
“Supplies / Services / Works”	means any supplies/services and supplies or works set out at within Section 4 Specification