

Request for Proposal



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

Subject: Diet and Health Open Innovation Research Club Coordinator

Sourcing Reference Number: PS22392

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

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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 <u>here</u>.

Privacy Statement

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

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

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

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

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

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

Section 2 – About the Contracting Authority

UK Research and Innovation

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

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

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

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

Biotechnology and Biological Sciences Research Council (BBSRC)

BBSRC invests in world-class bioscience research and training. Their research is helping society to meet major challenges, including food security, green energy and healthier, longer lives and underpinning important UK economic sectors, such as farming, food, industrial biotechnology and pharmaceuticals.

https://bbsrc.ukri.org/

Section 3 – Working with the Contracting Authority

Sectio	Section 3 – Contact details			
3.1.	Contracting Authority Name and address	UK Research and Innovation (UKRI) Polaris House, North Star Avenue, Swindon SN2 1FL		
3.2.	Buyer	Kerry Hart		
3.3.	Buyer contact details	ProfessionalServices@uksbs.co.uk		
3.4.	Estimated value of the Opportunity	Total contract value for the 5 years is £300,000.00 excluding VAT Years 1 and 2 £120, 000.00 Ex VAT Years 3, 4 and 5 £180,000.00 Ex VAT The Contract duration shall be for a period of 5 years with a break clause in the contract at the end of year two (2+3) where UKRI will make a decision on the continuation of the contract.		
3.5.	Process for the submission of clarifications and Bids	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. 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.		

Sectio	Section 3 - Timescales				
3.6.	Date of posting of Contract advert to Find a Tender and Contracts Finder	Thursday 30 th March 2023			
3.7.	Latest date / time RFP clarification questions shall be received through the Jaggaer eSourcing Portal	Tuesday 25 th April 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	Friday 28 th April 2023 11.00			
3.9.	Latest date and time for Bidder to request access to the RFP	Friday 5 th May 2023 10.00			

	documents	
3.10.	Latest date and time RFP Bid shall be submitted through the Jaggaer eSourcing Portal (the Deadline)	Friday 5 th May 2023 11.00
3.11.	Anticipated notification of proposed Contract award to unsuccessful bidders	Monday 24 th May 2023
3.12.	Anticipated Contract Award Date	Monday 24 th May 2023
3.13.	Commencement of Contract	Tuesday 1 st June 2023
3.14.	Completion of Contract	1 st June 2028
3.15.	Bid Validity Period	90Days

Section 4 – Specification and about this Procurement

Introduction

The Biotechnology and Biological Sciences Research Council (BBSRC) is part of UK Research and Innovation, non-departmental public body sponsored by the Department for Business, Energy and Industrial Strategy (BEIS).

BBSRC invests in world-class bioscience research and training on behalf of the UK public. Our aim is to further scientific knowledge, to promote economic growth, wealth and job creation and to improve quality of life in the UK and beyond.

For more information about BBSRC, our science and our impact, see: https://bbsrc.ukri.org

<u>Aims</u>

The UK food and drink sector contributes ca. £29bn to the economy every year, with total turnover of £104.4bn that equates to ca. 20% of total UK manufacturing industry turnover for the UK. As recently highlighted in the <u>National Food Strategy</u>, there remains a major challenge in producing and encouraging the uptake of healthier, more nutritious foods and products in the UK.

The Diet & Health Open Innovation Research Club (OIRC), an investment of at least £13m led by BBSRC across 5 years, will help to address critical, shared barriers to innovation across the food and drink sector whilst helping to contribute to UK Government policy objectives (as set out in the National Food Strategy) and build upon a successful track-record of prior BBSRC investments in innovation focused research. The Diet and Health OIRC will cover five strategic areas:

- Understanding the interplay between food components and human physiology.
- Improving health and nutrition through biofortification.
- Biological, social, and psychological determinants of food choice and eating behaviour.
- Development of functional foods and beverages.
- Understanding how food and beverages deliver improved nutrition across the lifecourse.

The successful supplier will undertake strategic and operational co-ordination of the Diet and Health Open Innovation Research Club (OIRC). The successful supplier will require knowledge of other important stakeholders including policymakers; expertise in delivering effective communication; and expertise in managing research and knowledge exchange activity between academia, industry and policymakers.

The successful supplier will be the Co-ordinator that holds the accountabilities and responsibilities as set out in this specification; however, It is important to note that the Co-ordinator will have two main areas of accountability, with specific responsibilities within each of these areas, as set out in this case. The two areas of accountability are: strategic development, implementation and reporting of the OIRC, and the operational co-ordinator will report to BBSRC for these areas of accountability, and the specific responsibilities within them. BBSRC will be advised by a Steering Group which the Co-ordinator will be required to

support.

Objectives

Accountabilities and Responsibilities of the OIRC Co-ordinator:

Strategic Development, Implementation and Reporting

- From years two to five (inclusive) of the OIRC, annually lead on working with all Hubs within the OIRC, the OIRC Steering Group and any wider stakeholders as necessary to develop, implement, monitor and report on the Annual Collaborative R&D competition.
- Lead on the identification, development and deployment of OIRC strategic communication activities at a programme level.
- Input into the mid-term strategic review of the OIRC which must include a detailed review of all Hubs (key KPIs to be determined in consultation with the OIRC Steering Group), providing a report and presenting to the OIRC Steering Group.
- Provide strategic updates and insights on the wider diet and health ecosystem in the UK to support OIRC Steering Group discussions.
- Starting in the final year of the OIRC and finishing at the end of the Co-ordinator contract period, prepare and finalise a detailed evaluation approach, structure and dataset which could be used by the co-funders to form a specification to help appoint a specialist consultancy to potentially conduct an evaluation of the OIRC.
- Provide (and report on) strategic support to all hubs to facilitate them in engaging with businesses and in maximising the impact and leverage (financial and wider) of this engagement.

Operational Co-ordination, Management and Monitoring

- Provide co-ordination of budget forecasting, profiling, scenario planning and wider management as necessary at a programme level, reporting directly to the OIRC Steering Group or BBSRC as required.
- Within the first three months of appointment, develop and implement a monitoring and impact framework which tracks relevant KPIs, key activities, communications and other indicators at a programme level over the lifetime of the investment; this will need to be presented for approval to the OIRC Steering Group, within the three-month timeframe. As part of the KPIs delivered for the programme, BBSRC expects KPIs to indicate the appropriate monitoring frequencies; some metrics will be best tracked quarterly, some annually and some over longer timescales.
- Attend (by invite) the OIRC Steering Group meetings, responsibilities may include reporting on programme level KPIs, budgets (including Hub Impact Accounts), and strategic opportunities for the OIRC, including those linked to other funders, businesses and wider stakeholders.
- Proactively lead on catalysing and convening knowledge-exchange, collaboration and

wider connectivity across the full breadth of the OIRC, ensuring that the OIRC Hubs thrive both individually and as a single community. This will include leading on the development and hosting of regular and specialist ad-hoc OIRC events, and engaging the Hubs and members in wider funding, policy and strategy opportunities.

- Provide input, advice and wider support to OIRC members in the dissemination of research and innovation outputs.
- Support pathways to impact for OIRC-supported research and innovation, enabling businesses and other users to engage with, and benefit from the outputs, outcomes and wider impacts of OIRC investment, activities and strategic leadership in the UK.

Deliverables:

Strategic Development, Implementation and Reporting

- A Communications Strategy is presented to the Steering Group in the first 3 months this will ensure that the relevant stakeholders are targeted and engaged through the programme, as well as ensuring that clear messages are delivered to stakeholders. This includes raising awareness of BBSRC's role in supporting collaborative research and development and promoting OIRC activity to international partners.
- An annual report submitted to the Steering Group (May2024 and yearly thereafter) indicating key outcomes and impact of Innovation Hub activities, budget profiling of impact account funding.
- A report and/or presentation outlining key topics to support through the Annual Collaborative R and D Competition, including justification of how areas align with business needs and sub-themes if required. During the Co-ordinator contract, 4 research topics will be presented to the Steering Group for comment. These will subsequently be developed into bespoke calls by BBSRC together with any cofunders, and lead to new interdisciplinary, precompetitive collaborations being formed.
- A final report will be developed, which will include an evaluation framework, in the final 6 months of the contract. The report and the evaluation framework will be used by BBSRC to further scrutinise the investment and consider a subsequent evaluation of the programme.

Operational Co-ordination, Management and Monitoring

- A monitoring and impact framework within the first three months submitted to the OIRC Steering Group. This will include a KPI template submitted to the Steering Group in the first three months indicating the relevant KPIs collected and the frequency of collection. This will be presented to the Steering Group and updated yearly at the request of the Steering Group.
- At least two dissemination events to take place every financial year, with the
 exception of the first financial year where one dissemination event will occur. The
 agenda, documentation and attendees will be arranged by the co-ordinator. This will
 ensure growth of the OIRC community with at least 5 new businesses (including
 SMEs), research organisations and policymakers engaged through networking and
 dissemination events each year, creating new opportunities to develop collaborative

R and D and will lead to new products and new IP generated through the investment.

- Quarterly meetings are arranged by the Co-ordinator with BBSRC every year. The co-ordinator will clearly outline forward planning and indicate progress against the deliverables outlined in the tender specification. In addition, regular catch-ups will be organised by the Co-ordinator with BBSRC.
- Formal input into a mid-term review of the OIRC as requested by the Steering Group. This will include data, evidence and further information on the wider impacts of OIRC funding collected and disseminated to the Steering Group, and wider stakeholders including policymakers. This will ensure that the co-ordinator assists in providing evidence to help the Steering Group deliver upon the OIRC monitoring and evaluation framework.
- Attend OIRC Steering Group meetings when requested by BBSRC or the Steering Group.

Wider outcomes

- The OIRC Steering Group understands opportunities to leverage additional funding through OIRC funding streams including the annual collaborative research and development competition.
- BBSRC and the Steering Group receive evidence of world-class research and innovation stimulated or carried out through the OIRC.
- Innovation Hub leads are supported and well connected with relevant members of the diet and health community, including industry, SMEs, policymakers and third sector.
- Project leads supported through the impact account funding are aware of opportunities to progress ideas stimulated through the Hubs.

Background to the Requirement

In 2008, BBSRC together with MRC, Innovate UK, and EPSRC launched the Diet and Health Research Industry Club (DRINC) to meet precompetitive research challenges in diet and health. At its completion in 2021, the DRINC programme had provided £22 million in investments to support 43 research projects involving businesses and academic researchers.

Following this success, BBSRC are continuing to support the academic and business communities relevant to food and drink across the UK by investing at least £13m over five years to support research and innovation related to innovation-focused diet and health challenges and opportunities in the UK.

<u>The Diet and Health OIRC</u> will support strategic, collaborative R&D between businesses and academic researchers, along with other users of research, policy makers and wider stakeholders, in the following areas:

- Understanding the interplay between food components and human physiology.
- Improving health and nutrition through biofortification.
- Biological, social, and psychological determinants of food choice and eating

behavior.

- Development of functional foods and beverages.
- Understanding how food and beverages deliver improved nutrition across the lifecourse.

Overview of Diet and Health Innovation Hubs (Phase 1 investment)

The proposed investment will help to address critical, shared barriers to innovation across the food and drink sector whilst helping to contribute to UK Government policy objectives and build upon a long, successful track-record of prior BBSRC innovation and discovery research investments.

The Investment will support 6 Innovation Hubs in strategic areas of diet and health.

Each Innovation Hub will:

- support research and translation activity that bridges the gap between bioscience research and translation within the strategic themes developing solutions to diet and health challenges
- provide thought leadership and build critical mass in each strategic area, by convening and catalysing partnerships
- broker partnerships with businesses, small and medium-sized enterprises (SMEs), government departments and the devolved administrations to leverage further funding and ensure co-design of projects that can be utilised by the sector, and subsequently inform UK policy
- effectively co-ordinate an impact account that can be used flexibly to support business interaction, feasibility awards and talent development as required for the specific theme:

Awards will be supported up to a maximum of five years duration (60 months)

Impact account funding

Each Innovation Hub will be accountable for implementing impact account funding. This will be deployed flexibly and strategically to support the specific research and innovation areas and communities related to each hub.

BBSRC expects any impact account processes to be delivered in a fair and transparent manner.

The impact account funding can be used for:

- **Business interaction vouchers (BIV):** small awards (up to £50,000 BBSRC funding per project) to initiate, develop and enhance collaboration between academics and industrialists within diet, health, and nutrition.
- Feasibility Awards Collaborative Research and Innovation (up to £100,000 BBSRC funding per project): to enable translation and commercialisation activity to help bridge the gap towards later stage innovation. These awards must have matched cash or in-kind contributions from the business partners.
- Flexible Mobility Awards: support the mobility of people such as technicians, early career researchers, industrialist researchers, and broader (taking an equality, diversity and inclusional approach), to new environments to develop new skills and assess how to translate research outcomes into economic impact.

The impact account may not be used to support:

- indirect or estates costs at the research organisation
- any costs relating to intellectual property protection including but not limited to registering, maintaining, or supporting patents or property rights
- equipment with a value of £10,000 or more
- undergraduate or postgraduate activities or training, or core PhD training including tuition or bench fees.

Innovation Hub membership

Hubs will be expected to define a membership and what being a member will offer, for example access to workshops, advance notice of opportunities and connectivity to the wider programme. There cannot be a membership fee or subscription fee. You do not need to be a member of a Hub to apply for impact account funding, but if you do receive funding, this would come with the expectation that you would then become part of the hub community as members. Organisations can be members of more than one Innovation Hub. You do need to be a member of an Innovation Hub to access the annual collaborative research and development funding opportunity.

Annual Collaborative R and D competition (Phase 2 investment)

As part of the OIRC investment, Phase 2 will support an annual cross Innovation Hub collaborative research and innovation funding opportunity (from 2023). The Co-ordinator will be responsible for advising on research topics for the competition and providing greater evidence to support the areas developed, to BBSRC and the OIRC Steering Group.

Diet and Health Open Innovation Research Club Steering Group

The OIRC Steering Group is responsible for advising the strategic direction of the Diet and Health Open Innovation Research Club and provides strategic advice and oversight of the aims and objectives of the overall investment. The Steering Group will have strategic oversight for investments, activities and outcomes of the programme, and how these link to continually evolving strategy and policy needs at a national level. The co-ordinator will have a crucial role in mediating between the Steering Group and the Innovation Hub leads and will support the Steering Group meetings as required.

<u>Scope</u>

We would like to invite tenders to deliver the role of OIRC co-ordinator for the period of **May 2023 – May 2028.** This period covers the duration of the Diet and Health OIRC programme, which extends slightly beyond the funding period for the Innovation Hubs (this is to help support strategic communications, transitioning and preparations for evaluation).

Specifics included in the role of the co-ordinator include:

Strategic Development, Implementation and Reporting

- Developing, implementing, monitoring and reporting of the annual collaborative R&D competitions.
- Submission of an interim report to the OIRC Steering Group
- Inputting into a mid-term review of the OIRC
- Provide strategic updates and insights on the wider diet and health ecosystem in the UK

- Provide (and report on) strategic support to all Hubs
- Prepare and finalise a detailed evaluation approach, structure and dataset which could be used by the co-funders to form an evaluation specification.

Communication, dissemination and events

- Lead on strategic communication activities for the programme
- Lead on the organising of at least two dissemination events each year
- Arrange regular meetings with BBSRC to report on progress.
- Support regular OIRC Steering Group meetings.

Operational Co-ordination, Management and Monitoring

- Develop a monitoring and evaluation framework for the OIRC
- Develop a KPI template including frequency of data collected
- Forward planning and indicate progress against the deliverables outlined in the tender specification.
- Co-ordinate and submit Hub annual reports to the Steering Group
- Formally input into a mid-term review

Requirement

The successful supplier will be appointed to take the lead on the activities outlined in this document. The co-ordinator should ensure timely communication, reporting and invoicing to BBSRC.

Strategic Development, Implementation and Reporting (mandatory):

- Delivering an interim report by March each year (excluding FY 2022-2023) which provides a summary of outcomes, impacts and future directions of Innovation Hub activity.
- To support the Steering Group in the assessment of annual reports submitted by Innovation Hubs, by advising Hub managers of the expectations of the Steering Group relating to the completion of the reports and by informing the Steering Group on the progress of funded projects.
- To deliver a Communications Strategy that will be used to identify key audiences and planned activity to inform target audience
- Work with BBSRC to identify clear messages to maximise impact of communications.
- Providing timely updates to the Steering Group on the progress and outcomes of Innovation Hub activity and advising where these may provide suitable material for press releases, case studies that can be used to demonstrate the achievements of the Club.
- Help to contribute to the development of BBSRC and UKRI's food and drink strategy by highlighting research gaps and competitive/ precompetitive research opportunities
- To report on any key impacts arising from collaboration activities developed through the Hubs
- If appropriate, to report on the development of any Intellectual Property resulting from the research projects.
- To report on any additional private or public funding secured through Innovation Hub activities.
- To report on any attempts to continue impact account funding projects by seeking

	additional funding and collaboration.
Operati	onal Co-ordination, Management and Monitoring (mandatory):
•	To monitor progress of projects funded through the impact account funding and assess against agreed plans. Where timely and appropriate, meet with Hub managers or impact account project leads to help deliver upon their objectives. This may include site visits or virtual meetings with researchers seconded to industry to ensure that they have the necessary skills, tools, and knowledge to deliver successful outcomes of the projects. This should be captured in a standardised template in preparation for annual reporting. To develop KPIs to ensure the OIRC Steering Group can monitor activity conducted through the Hubs. To connect to policymakers to ensure awareness of how Hub activities will meet policy challenges in diet and health, including Government departments, the devolved administrations and Local Enterprise Partnerships. To showcase opportunities for businesses, SMEs, and the third sector to engage or invest through the Open Innovation Research Club and where appropriate, connect them to Innovation Hub leads Participate in virtual meetings and face to face catch up meetings with BBSRC, including monthly Zoom/Teams catch-ups and reviewing strategic activities quarterly. Using information collected through the dissemination events, Hub leads, and the OIRC Steering Group to target interested parties and highlight benefits of Hub membership To encourage wider stakeholder participation in the Open Innovation Research Club dissemination events, and input to their format, ensuring representation from
	across the membership To submit invoices alongside a log of co-ordination activities to BBSRC on a quarterly basis. To offer advice to BBSRC on the appropriateness of requests from grant holders to change aspects of their Innovation Hubs such as Hub objectives and delivery deadlines.
Interacti performa in delive	ordinator will directly report to the Senior Portfolio Manager within BBSRC's Business on Unit, who will be responsible for setting objectives and providing feedback on ance, however they will also work with the OIRC Steering Group to advise and assist ring against the OIRC Steering Group objectives. The Steering Group should be ed during the production of an interim report.
be led by	erm review of the Diet and Health OIRC investment will take place in 2024 which will y BBSRC, the co-ordinator will be expected to aid in coordinating evidence for this f the investment does not pass the mid-term review the co-ordinator contract would inue.
Technic	al and Specialist Knowledge and Expertise
activity a	ordinator will need to advise academics on the successful delivery of Innovation Hub and communication of generated outputs and impacts to all Hub Members. re, UKRI expects bidder to demonstrate:
	Detailed knowledge of the food and drink sector (mandatory)

Detailed knowledge of the food and drink sector (mandatory)
Detailed understanding of how food and drink sector challenges align with current

and future policy needs (mandatory)

- Detailed understanding of the relevant scientific research base within the UK (mandatory)
- Technical knowledge relevant to the thematic areas outlined in the OIRC call (mandatory)
- The co-ordinator must also have an awareness of the wider landscape of support for research and innovation *(mandatory)*
- Tangible experience of managing collaborations between academia and industry, and the dissemination of research
- Expertise of fostering an 'open innovation' approach. (mandatory)
- Where specific technical knowledge is missing the co-ordinator must advise BBSRC and seek expertise support either from the OIRC Steering Group or an expert agreed with the BBSRC. (mandatory)
- Expertise of developing and implementing a Communications Strategy (mandatory)
- Expertise of monitoring and reporting on publicly funded research and innovation projects (mandatory)
- Handling complex information and disseminating clearly to mixed audiences including academics, industry and policymakers. (mandatory)

Project Management

Bidders will be expected to demonstrate:

- expertise in project management with direct experience of managing industry/academic research collaborations (mandatory)
- able to manage confidential issues professionally, bearing in mind their representation of BBSRC (mandatory)
- able to think strategically to add value to the investment, such as by contributing to the process of understanding and communicating the impacts of OIRC activity (mandatory)

Personal Skills

Bidders will be expected to demonstrate:

- exceptional communication, networking and interpersonal skills
- effective facilitator in both commercial and academic arenas
- ability to analyse and present complex information to a range of different audiences
- capacity to build trust and gain the respect of the academic community and the capability to engage effectively with Industry Members, and beyond.
- Work with policymakers to determine how Innovation Hub and the Annual Collaborative R and D competition can meet Government strategy.
- team player attitude to engender collaborative ethos in OIRC.

Timetable

ACTIVITY	Estimated Time Required
STRATEGIC DEVELOPMENT, IMPLEMENTATION AND REPORTING	35-40 days (annually)
Prepare a plan to add value to the investment in	190-215 days (for full contract of 63 months)

	OIRC through networking and dissemination activities.	
	Deliver according to the plan before the end of the	
	Co-ordination tender.	
	Assistance to BBSRC for future diet and health related opportunities.	
	Develop and finalise a Communications Strategy	
	with support from the OIRC Steering Group.	
	Successfully summarise and highlight topics for annual CR&D Call and disseminate to the OIRC	
	Steering Group	
•	Deliver annual reports from Innovation Hub leads to	
	the OIRC Steering Group for annual assessment.	
	(excluding first financial year) Deliver an interim report summarising progress and	
	inclusion of KPIs	
	Facilitate data gathering and assessment of relevant	
	outcomes, impacts and other information (including visits to completed projects for impact assessment	
	and compendium).	
•	Work with the OIRC Steering Group and BBSRC to	
	produce an interim report of OIRC investment, which	
	will summarise the outcomes, impacts- specifically reporting on the benefits to industry, policymakers	
	and individual academics, and future directions of	
	Innovation Hub where relevant. Ensure the report is	
	produced by the end of March each financial year (excluding FY 2022/23).	
	Feedback to OIRC Steering Group on project activity	
	and developments	
OPER/	TIONAL CO-ORDINATION, MANAGEMENT AND	35-40 days (annually)
MONIT		
	Heating events to determine tenion of the appual	190-215 days (for full
	Hosting events to determine topics of the annual collaborative research and development competition	190-215 days (for full contract of 63 months)
•	collaborative research and development competition Plan and organise the logistical activities surrounding	
•	collaborative research and development competition Plan and organise the logistical activities surrounding the delivery of OIRC dissemination events and any	
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Financial accounting and invoicing	
TOTAL:	Up to 500 days (for full contract of 63 months)

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.

The Contract duration shall be for a period of 5 years with a break clause in the contract at the end of year two (2+3) where UKRI will make a decision on the continuation of the contract.

Pricing Submission

Bidders are asked to providing costing for all 5 potential years of this Contract within their AW5.2 Pricing Submission.

The total 5-year cost will be used for the evaluation of your bid response.

All rates provided within your AW5.2 Pricing Submission will be Firm and Fixed for the initial Contract period (Years 1 and 2). If the Contracting Authority decide to extend this Contract into years 3, 4 and 5, the successful Supplier will then be able to vary their rates from those submitted annually in line with the Consumer Price Inflation (CPI) Index and agreement with the Contracting Authority.

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. <u>SELECTION</u> 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	
Qual	ification Ques	tionnaire Part 1: Potential Supplier Information	
Section 1	1.3	Contact details and declaration	
	Qualification	Questionnaire 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	

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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		
	Qualification	Questionnaire 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	SEL1.10	Information security requirements		
Section 9	SEL2.12	General Data Protection Regulation (GDPR) Act and Data Protection Act 2018		
Section 9	FOI1.1	Freedom of information		
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.			

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

5.4. <u>AWARD</u> 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	AW5.5	E Invoicing	
Commercial	AW5.6	Open Book Policy	
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.

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	Q No.	Question subject	Maximum Marks	
Envelope Gino.			Overall	Breakdown
Commercial	AW5.1	Price	20%	20%
Technical	PROJ1.1	Methodology and Approach		30%
Technical	PROJ1.2	Understanding the Project Environment	80%	20%
Technical	PROJ1.3	Ability to deliver		20%
Technical	PROJ1.4	Risk and Mitigation		10%

Award Evaluation of criteria

Award Scoring 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 ($\frac{80}{100} \times 50 = 40$)

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

Stage	Summary of activity
Receipt and Opening	 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	 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	Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the criteria.
Clarifications	The Evaluation team may require written clarification to Bids
Re - scoring of the Bid and Clarifications	• 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)	 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

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

	 the Contracting Authority may request the following requirements at any stage of the Procurement: 	
Due diligence of the Bid	 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	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 Diet and Health Open Innovation Research Club Coordinator. 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 <u>Section 5</u>.
- 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 <u>https://beisgroup.ukp.app.jaggaer.com/</u> 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: <u>https://beisgroup.ukp.app.jaggaer.com/</u>

- 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.

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. <u>Section 3</u> 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 <u>not under any</u> <u>circumstances</u> 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 consider 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 esourcing 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 <u>Section 3</u>.
- 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 <u>Section 3</u>. 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 <u>Section 3</u> 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 <u>Section 3</u> 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 <u>Section 3</u>.
- 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 <u>Section 3</u>.
- 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, 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, emails 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 \otimes

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 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 accessable 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 <u>Section [4] Specification</u>