



Request for Proposal

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

Subject: BEIS Monitoring and Evaluation Call-Off Contract

Sourcing Reference Number: PS22052

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Section 1 – About UK Shared Business Services

Putting the business into shared services

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

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

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

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

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

Our Customers

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

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

Privacy Statement

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

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

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

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

Privacy Notice

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

YOUR DATA

The Contracting Authority will process the following personal data:

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

Purpose

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

Legal basis of processing

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

Recipients

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

Retention

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

Your Rights

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

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

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

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

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

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

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

International Transfers

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

Complaints

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

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

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

Contact Details

The data controller for your personal data is:

The Department for Business, Energy & Industrial Strategy (BEIS)

You can contact the Data Protection Officer at:

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

Section 2 – About the Contracting Authority

Department for Business, Energy & Industrial Strategy (BEIS)

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

The Department is responsible for:

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

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

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

<http://www.beis.gov.uk>

Section 3 – Working with the Contracting Authority.

Section 3 – Contact details		
3.1.	Contracting Authority Name and address	The Department for Business, Energy and Industrial Strategy (BEIS), 1 Victoria Street, London SW1H 0ET
3.2.	Buyer	Christian Hill
3.3.	Buyer contact details	scientificresearch@uksbs.co.uk
3.4.	Maximum value of the Opportunity	£750,000.00 excluding VAT
3.5.	Process for the submission of clarifications and Bids	All correspondence shall be submitted within the Messaging Centre of the e-sourcing tool. Guidance Notes to support the use of Delta eSourcing are available here. 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.

Section 3 - Timescales		
3.6.	Date of posting of Contract advert to Find a Tender.	Thursday, 10 th March 2022
3.7.	Date RFP available to Bidders on Contracts Finder	Thursday, 10 th March 2022
3.8.	Latest date / time RFP clarification questions shall be received through Delta eSourcing messaging system	Monday, 28 th March 2022 11:00am
3.9.	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through Delta eSourcing Portal	Thursday, 31 st March 2022
3.10.	Closing date and time for Bidder to request RFP documents	Thursday, 14 th April 2022 11:00am
3.11.	Closing date and time for Bidder to submit their response (' the deadline ').	Tuesday, 19 th April 2022 11:00am
3.12.	Clarifications (if required)	w/c Monday, 18th April 2022
3.13.	Notification of proposed Contract award to unsuccessful bidders	Tuesday, 25 th April 2022
3.14.	Anticipated Contract Award Date	Monday, 9 th May 2022
3.15.	Commencement of Contract	Friday, 13 th May 2022
3.16.	Completion of Contract	Friday, 30 th May 2025
3.17.	Bid Validity Period	90 Days

Section 4 – Specification and about this procurement

Executive Summary

BEIS places significance importance on having high quality monitoring and evaluation (M&E) activity across the Department. BEIS has created a M&E hub to oversee and support M&E across BEIS alongside a number of M&E experts/teams that are embedded alongside policy teams. [BEIS's M&E Framework](#) outlines BEIS' vision for comprehensive, proportionate, good quality monitoring and evaluation across the department and its partner organisations. The aims of this contract contribute to the delivery of that vision.

1. Background

To support the work of the M&E hub, it is necessary for teams across BEIS to have access to specialist M&E expertise at various points in the project lifecycle. This detailed support is beyond the resources of the M&E Hub itself.

The M&E Hub have identified that the best solution for this is for the M&E hub to commission, and own, a call-off contract which BEIS teams can access. This would allow BEIS teams to efficiently commission expert support without needing to go through an external commissioning process, while also ensuring that they are supported in this area by working with a contractor who has expertise in delivering these tasks. This contract is not intended to replace the stand-alone commissioning of contracts to deliver policy evaluations.

The areas that BEIS teams are anticipated to need support for through this call-off contract are:

- **Policy formation process** – support to build effective M&E plans for future policies, potentially including evidence reviews to build the evidence base, baseline data collection, scoping of available data collection or analysis methods (including digital/automated 'real-time' monitoring of policy delivery), and user-testing of policy proposals.
- **Prior to evaluation commissioning** – support to setup and operationalise an M&E plan, including piloting proposed data collection and analysis methods prior to full evaluation tendering.
- **During evaluation delivery** – support to fill data collection or analysis gaps identified in existing M&E activity where it cannot be delivered by existing workstreams, or to deliver ad-hoc M&E activities with a view to wrapping these up into a fuller review at a later date.
- **After scheme close** – support to review evidence where not already done so, particularly important for Post-Implementation Reviews, but also for wider strategic insight. This might include literature reviews, secondary analysis or meta-analysis.
- **Ad-hoc** – support to conduct standalone methodological reviews or development that may fall outside of the normal policy cycle.

The commissioning of this contract will support the M&E hub's wider work to transform the end-to-end governance process for M&E in BEIS. New processes will ensure that the M&E plans and activity of all significant new projects are assessed and tracked over the policy lifetime. Therefore, in addition to individual teams seeking out the services of this call-off contract, the M&E hub will play a key role in sign-posting teams to the contract where they

have been identified as in-need of support.

It is expected that the typical project under this contract will be approximately £50,000 and last 4-6 months. This would result in the designated maximum spend of £750,000 under this contract supporting approximately 15 projects over three years.

The nature of the call-off contract means that BEIS cannot commit to a minimum spend under the contract and is not committed to any spend. A maximum spend under the contract has been set at £750,000 over three years – in practice the spend under this contract may be significantly lower and will be subject to emerging needs/demand over the next three years. There is no committed or planned pipeline of work at this stage.

2. Aims and Objectives of the Project

The overarching aim of this contract is to enable the delivery of robust and timely monitoring and evaluation (M&E) across BEIS.

This includes delivering a range of M&E activities with teams spanning the breadth of BEIS's policy areas. BEIS are seeking to contract an organisation or consortium (which are strongly encouraged to ensure all areas of expertise are met) who can provide expert input on the methodological and practical sides of M&E as it applies to BEIS (including expertise in real-time monitoring).

Each local team is expected to commission and project manage each project delivered under this contract, therefore the exact aims of each project cannot be determined at this point. However, it is expected that the scope of work under this contract would include projects such as:

- **M&E scoping and design studies for new policies.** The aim of these projects is to ensure the policy team have a robust M&E plan in place, a requirement of BEIS's approval process. Expectations align with BEIS's monitoring and evaluation framework and the Magenta book guidance. As well as supporting overarching M&E planning for a policy, it is also expected that this contract will help BEIS robustly consider novel methodological solutions (including counterfactual development) to demonstrating impact in complex policy environments.
- **Baseline data collection, piloting and trialling.** The aim of these projects is to carry out preparatory work to ensure upcoming M&E projects are robust and deliverable. This ensures BEIS is commissioning appropriate and deliverable M&E activities. This reduces the risk of significant methodological issues emerging after evaluation projects have begun.
- **Ad-hoc evidence collection, analysis or reviews.** The aim of these projects is to fill evidence gaps within existing M&E projects, ensuring teams can deliver robust evidence regarding the delivery of their policy.
- **Evidence reviews.** The aim of these projects is to support BEIS teams to make the best use of existing evidence, ensuring lessons are learnt from previous BEIS projects and external evidence. An additional aim is to support the delivery of post-

implementation reviews within BEIS.

- **Feasibility studies and testing of new monitoring and evaluation methods.** The aim of these projects is to support BEIS to develop innovative and robust approaches to assess the delivery and impact of its increasingly complex portfolio of policy areas. These approaches may include innovative evaluation methods or interactive delivery monitoring systems.

The use of this call-off contract is targeted at those policy areas where there is limited time, resource or expertise to commission or deliver robust M&E activities. Therefore, BEIS will continue to commission standalone research, monitoring and evaluation projects outside of this call-off contract. In particular, this call-off contract is not intended to be used for large scale policy evaluations or research projects. Individual competitive tenders are still BEIS's preferred route to procurement of these large projects. The intention is that this call-off contract supports and complements those other projects. The M&E Hub will manage the contract and act as gatekeepers for potential users. In deciding which projects will be delivered under this contract key factors will be:

- The project should be clearly monitoring and evaluation focused – stand-alone research is not expected to be in scope of this contract
- Alternative commissioning routes should be clearly excluded as not feasible or appropriate (e.g. due to urgency or limited internal capability). The primary example is that this call-off contract is not intended to be used for large scale policy evaluations. Competitive tender is still BEIS's preferred route to procurement of these large projects.
- The resources available under this contract will be prioritised for BEIS's highest priority policy and delivery areas

3. Suggested Methodology

Given the overlapping nature of the types of projects that have been listed in this specification, to be clear, the types of skills and methodologies likely to be needed include, but are not limited to:

- Primary data collection, quantitative and qualitative – households, businesses, third sector organisations, government and local government – *for the purposes of evaluation (contract should not be used for standard research).*
- Secondary data analysis / meta-analysis
- Literature reviews – including rapid evidence reviews
- Quantitative and qualitative data analysis
- Policy evaluations – both delivery and scoping exercises
- Impact evaluation – counterfactual and theory based
- Economic evaluation / value for money
- Theory of change / logic model / systems map development
- Innovative metrics reporting and dissemination of evidence
- Data management and visualisation, including automation of policy data collection, aggregation, processing and production of interactive reports

Bidders should demonstrate their skills and expertise as it relates to each of the methods listed above, but we also welcome additional options which would add value to the delivery of the overall aims of this call-off contract.

Bidders should also set out their skills and expertise as it relates to the policy areas and audience of interest falling into BEIS's portfolio. This contract is expected to support across all of BEIS, so the following policy areas and audiences could be included:

Policy Areas

- Business support and growth
- Energy infrastructure, development and security
- Net Zero buildings, industry and international
- Science, Innovation and Growth
- Business frameworks, labour markets and consumer & competition policy
- Trade and Investment
- Covid-19 Vaccines Taskforce and business support

Audiences

- Consumers – both individuals and households
- Businesses – small, medium and large, across all sectors of the economy
- Public and third sector organisations

In setting out skills and expertise, bidders should state how they will resource individual projects under the contract. For example, will a specific team be assigned to the contract or will resources be drawn from across the organisation?

BEIS would welcome bids from consortia or from organisations with a reliable network of sub-contractors. This would be especially valuable where novel or complex methods are concerned, or in order to provide expertise covering the range of BEIS's policy areas. It may also add value to provide expertise in automation and (close to) real-time reporting of policy delivery data given this is an area of increasing importance to monitoring in the department.

To illustrate how these methods would be used to deliver the aims set out above, illustrative projects are set out below. These do not represent an exhaustive list of projects.

- **M&E scoping and design for new policies.** These projects are likely to be conducted at the business case stage for a new policy and would likely include working closely with the BEIS team to understand the context, aims and data available within each policy. Outputs likely include a fully drafted M&E plan. Due to the nature of BEIS policy making process, it is likely that this work would need to be conducted to meet fixed timelines. Example activities could include:
 - Rapid evidence reviews to build an evidence base, scoping of available data collection or analysis methods, theory of change development, developing methods timelines and budgets for different options of carrying out a full M&E project, collection of baseline data and user-testing of policy proposals.
- **Baseline data collection, piloting and trialling.** Where an M&E plan is in place, teams may need support to prepare for the commissioning of a future M&E project. This may be the case where there is a need to conduct baselining activity to support a later project, or where there are uncertainties in the M&E plan that require testing or trialling before a longer term project is commenced.

- **Ad-hoc evidence collection, analysis or reviews.** These projects are likely to occur where existing M&E projects do not have the resources or expertise to deliver a newly identified evidence need. These projects would likely deliver a stand-alone output which would need to account for any existing M&E activities underway. This could include primary data collection, secondary data analysis or synthesis of evidence, or testing of new analytical methods.
- **Evidence reviews.** These projects are likely to contribute to a review of evidence where a dedicated evaluation is not available, or sufficient. This could include contribution to a post-implementation review of a policy, or could be delivered alongside a wider strategic review in a policy area. Methods used here may include rapid-evidence reviews, literature reviews, secondary data analysis, or meta-analysis.
- **Feasibility studies and testing of new monitoring and evaluation methods.** BEIS's policy work is becoming increasingly diverse and complex, expertise may be required to conduct methodological reviews across a portfolio of projects or on delivery of BEIS's priority objectives. These projects would likely include consideration of both theory based and counterfactual evaluation methods, as well as the implementation of automated and 'real-time' monitoring within project delivery. This aspect of the work may fall under an M&E planning as well as a standalone methodological project.

BEIS recognise the uncertainty that this type of contract will bring and commit to working with the appointed contractor to manage the demand for projects in an attempt to avoid unrealistic demands on the contractor's resources.

As part of your submission, we request that bidders outline their expected management of the contract, including processes to be followed by the contractor's organisation upon the submission of a commission by BEIS. Bidders should also demonstrate how they are able to support the number and diversity of projects expected under this call-off contract. This should include:

- How your organisation will manage new requests and overall management of this contract
- The extent to which your organisation can offer a flexible and quick turnaround response to requests under this contract
- The extent to which your organisation can respond to multiple projects being requested at the same time.

As part of the assessment, BEIS would like each bidder to outline how you would approach three hypothetical projects. These responses will be used to score the 'approach' and 'price' elements of the bid. For each project, we require a summary (no more than three pages each) addressing each of the points below:

- How you would approach the issue – the key questions and considerations;
- The key methods which would be used and why;

- The outputs/materials you would produce;
- A total budget, broken down by staff costs (days and seniority), plus any additional costs incurred (price schedule only not in the quality submission).
- Days and Seniority breakdown without cost in the quality submission.

Please note – bidders are not expected to fully answer the questions set out below. Bidders only need to outline their proposed approach for how they would go about answering each question.

EXAMPLE PROJECTS

All projects listed below are fictitious and indicative of the work required under this contract, it is not anticipated that they are carried out under this contract.

1. Production of an M&E plan

The project

BEIS is leading the modernisation of the energy market by requiring that all households in England be offered a smart electricity meter. As of February 2022, all energy companies with more than 250,000 customers will be required to offer, and then install, new smart meters for their customers.

BEIS are responsible for setting the targets, guidelines and standards, but the energy companies are responsible for delivering the installations they are responsible for. Energy companies are also responsible for funding the installations.

BEIS are keen to explore consumer experience, value for money and the impacts of the smart meters, including reduced household energy consumption and increased efficiency in managing energy provision. The only smart meter evidence currently available comes from a small number of pilot studies, however, there have been several evaluations of BEIS led energy engagement and energy upgrade programmes. **It would be beneficial to provide key metrics regarding the delivery and impact of the programme in as close to real-time as possible.**

The evidence need

BEIS require a full M&E plan to be drafted for submission alongside an internal business case. An M&E plan, proportionate to the priority of the policy, should include:

- a clear statement of how evidence will be used, including new and existing evidence,
- monitoring and evaluation questions,
- proposed data sources and data management considerations,
- outline of evaluation approach and methodology,
- estimated budget and timeline for delivery,
- statement of any uncertainties in the methodology, including how they will be resolved.

Timeline

The M&E plan is required for submission alongside the business case in 12 weeks.

2. Delivery of rapid evidence collection

The project

BEIS are responsible for an established piece of legislation that sets the safety standards for a type of household appliance. BEIS are considering changes to the standards that would better reflect the UK's household appliance usage and the

domestic manufacturing industry. The changes would amend regulations for manufacturers and change the information that is provided at the point of sale.

The evidence need

The policy team require evidence from businesses and consumers to understand the likely impact of the proposed changes to the regulations. They want to know what impact they will have, what costs will be incurred and any barriers to implementation. The types of businesses and consumers likely to be affected are known, but BEIS are not able to provide contact details. Previous experience suggests that businesses working in this sector are difficult to engage. All costs for recruiting and collecting evidence from businesses should be included in this proposal.

The timeline

The policy team require evidence within 16 weeks.

3. Methodological scoping for innovative economic impacts

The project

BEIS are responsible for delivering policies and programmes that support the Government's levelling up agenda. We are keen to strengthen our monitoring and evaluating of spatial and economic impacts.

Effective evaluations in this area would include improving access to data to provide the highly localised area estimates that are required to show levelling up impacts, as well as improving harmonised UK-wide data collection of granular data as part of a programmes. However, these are out of the control of BEIS.

Aside from the data, there are challenges in identifying a suitable counterfactual for evaluation and establishing causality particularly when exploring job and productivity impacts. Macro level economic modelling helps to anticipate job impacts, covering indirect supply chain effects and multipliers, however, it is harder to evaluate actual job or productivity impacts from policies/programmes.

The evidence need

BEIS require the contractor to propose suitable economic analysis techniques, and impact evaluation methods, which could be applied to measure levelling up impacts on jobs and productivity in local areas where economic disparities are greatest. This should include a review of existing evidence and methodological approaches as well as consideration of suitability of available methods for different types of projects.

The timeline

An evidence review and methodological plan is required in 20 weeks.

Price

The scoring of the Price criteria will draw on two elements:

1. Suppliers are asked to provide daily rates for senior, middle and junior ranked staff levels. The price evaluation will be conducted based solely on the daily cost rates provided by potential suppliers, using a weighted average cost price.
2. Suppliers are also asked to provide a budget for each of the example projects described above. Scoring of this element allows BEIS to account for the expected resources each supplier expects to be required for each project, including both staff resource and additional costs. The overall costs set out in

the example projects are not binding however the day rates provided are binding.

The scoring methodology is as follows:

- Price represents 20% of the overall score.
- 10% of the overall score is derived from the day rates provided.
 - o An average day rates will be weighting according to the level of input that may be expected on individual projects.
 - Director – 5% weighting
 - Senior Research Manager 15% weighting
 - Research Manager – 30% weighting
 - Research Officer – 35% weighing
 - Research Assistant – 15% weighting
 - o Average day rates will then be scored proportional to the highest score.

For example:

Average day rate calculation

		A		B		C	
	%	Day rate	weighte d score	Day rate	weighte d score	Day rate	weighte d score
Directo r	5	£1,500	£75	£1,250	£62.50	£2,000	£100
SRM	15	£1,000	£150	£900	£135	£1,500	£225
RM	30	£850	£255	£750	£225	£900	£270
RO	35	£650	£227.50	£550	£192.50	£750	£262.50
RA	15	£550	£82.50	£450	£67.50	£600	£90
		Weighte d average day rate	£790	Weighte d average day rate	£682.50	Weighte d average day rate	£947.50

Bidder	Average day rate	Calculation	Score
A	790	$682.50/790=0.864$	8.64
B	683	$682.50/682.50=1$	10.00
C	948	$682.50/947.50=0.720$	7.20

- 10% of the overall score is derived from the example project budgets.
 - o The total budget across the three projects will be scored proportional to highest score.
 - o The lowest score will receive 10 points. Each score is divided by the lowest score to produce their proportional score.

For example:

Bidder	Total budget	Calculation	Score
A	£10,000	$£10,000 / £10,000 = 1$	10.00
B	£15,000	$£10,000 / £15,000 = 0.70$	7.00
C	£11,000	$£10,000 / £11,000 = 0.90$	9.00

- As the final step, the day rate scores and example project budget scores are added together to give a final price score out of 20.

For example:

Bidder	Day rate score	Example project budget score	Final price score (out of 20)
A	8.64	10.00	18.64
B	10.00	7.00	17.00
C	7.20	9.00	16.20

Quality assurance

Suppliers are asked to provide details of their quality assurance processes at each stage during a project. Suppliers may wish to highlight the quality assurance processes they would undertake within a project as part of their response to one (or more) of the three hypothetical projects above.

Contract review

BEIS are keen to keep the management and delivery of work under this contract under review, in order to ensure it continues to meet BEIS’s aims and offer value for money. The appointed contractor will be advised to include a very small amount of budget within each delivered project to collate lessons learnt and recommendations for improved delivery. These will be reviewed by BEIS. BEIS will also keep a log of the work done in order to monitor the impact of the contract.

Risks and Challenges

Bidders should set out any risks and challenges they foresee regarding the delivery of this contract, including approaches for managing these. Risks and challenges which BEIS already foresee include:

- Ability of appointed contractor to provide flexibility and rapid response required by BEIS. Bidders are expected to explain how this will be managed in their bids.
- Working with existing evaluation contracts and contractors – some aspects of the contract may require working alongside or with contractors already delivering evaluation contracts. Bidders should set out their approach for managing these relationships.
- GDPR compliance. Where BEIS are commissioning a project which involves processing of personal data, BEIS would usually require bidders to complete a GDPR compliance annex as part of their bid. Given the uncertainty over the details of projects to be delivered under this contract, this is not possible. To manage this, where a specific project requires processing of personal data, BEIS will require a GDPR annex to be completed (please see Annex A (GDPR) template) and a contract variation implemented to add the necessary processes and policies to this contract. In order to support this process, all bidders should include in their bid a summary of the processes and procedures they would typically apply when processing personal and sensitive category data.

4. Deliverables

Commissioning of individual projects

Within BEIS, there will be a common process which all projects will undergo to act as quality assurance before requests to provide a proposal for work are submitted to the contractor. This will be a two-part process:

1) The local team submits a draft project specification to the central M&E Hub team (BEIS would seek input from the appointed contractor on the key information to be included in specifications). A member of the M&E team will review and clarify uncertainties within the specification.

2) Where a high number of project requests are received, and this threatens the overall budget or the capacity of the appointed contractor, the application is then sent to a review-committee of analysts who will review project specifications against BEIS's priorities before progressing the project to the contractor proposal stage.

Once approved by the M&E team / review-committee the specification is submitted to the contractor. The contractor will be required to respond with a proposal within 5 working days with:

- a suggested workplan, including proposed delivery team, methodology and timeline
- suggested outputs
- resources required for delivery and a budget
- a summary of any risks identified and how they will be mitigated against

Following discussion with the local team, BEIS will confirm the project with a project initiation document and purchase order number. Once confirmed, the specification and proposal will form a fixed price project within the overriding contract. It is expected that work should be able to commence within 5 working days of confirmation. Individual projects would typically be managed by the local BEIS team, not the M&E Hub.

Project specific outputs

The outputs produced through individual projects will vary on a project by project basis. The typical outputs are listed below. The budget proposal issued by the appointed contractor for each project should include the preparation and delivery of all requested outputs.

Written reports and slides

Written reports and PowerPoint slides are expected to be the primary outputs under the projects. These should be of a quality that can be circulated within BEIS from the first draft, BEIS expect to make two rounds of comments to finalise these outputs.

Presentations

Where appropriate, presentation of findings to BEIS colleagues will add value. All presentations should include slides which can be shared within BEIS.

Publication and transparency

Some of the outputs produced via this contract may be published on gov.uk; therefore the supplier should be prepared to produce publication standard work. Whether project outputs will be published will be decided on a project by project basis.

Transparency of scoping projects will be especially important so that participants in subsequent procurement exercises are not disadvantaged by the appointed contractor's additional insight into the scoping stage.

Data outputs

BEIS may wish to request the underlying data for research outputs, particularly bibliographies from literature reviews and data from quantitative research (e.g. raw data, data tables and crosstabs for surveys).

Quality assurance

Evidence of quality assurance, usually QA logs, should be provided with all outputs.

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.

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

Section 3	3.1(j)(iv)	Influenced the decision-making process
Part 3: Selection Questions		
Section 4	4.1	Audited accounts
Section 4	4.2	Minimum financial threshold
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	Sub-Contractors
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.	

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

5.4. AWARD questionnaire

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

Award Pass/fail criteria

Questionnaire	Q No.	Question subject
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Commercial	AW1.1	Form of Bid
Commercial	AW1.2	Bid validity period
Commercial	AW1.3	Certificate of bona fide Bid
Commercial	AW4.1	Compliance to the Contract Terms
Commercial	AW4.2	Changes to the Contract Terms
Commercial	AW6.3	Compliance to Non-Disclosure Agreement (NDA)
Commercial	AW5.4	Changes to the Non-Disclosure Agreement (NDA)
Price	AW5.1	Firm and fixed price – Day Rates
Quality	AW6.1	Compliance to the Specification
Quality	AW6.2	Variable Bids
-	-	Request for Proposal response – received on time within the e-sourcing tool
<p>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.</p>		

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

Award Scoring criteria

Evaluation Justification Statement

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

Questionnaire	Q No.	Question subject	Maximum Marks
Price	AW5.2	Price	20%
Quality	PROJ1.1	Approach, including example projects	30%
Quality	PROJ1.2	Staff and capacity to deliver, including contract management approach and flexibility to deliver	25%
Quality	PROJ1.3	Understanding the Environment	15%
Quality	PROJ1.4	Social Value	10%

Award Evaluation of criteria

Non-Price elements

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

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

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

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

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

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

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

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

Example

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

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

Price elements will be evaluated on the following criteria.

Pricing evaluation is split over the two following parts:

Part 1 - Scenario Pricing – 10.00%

- The total budget across the three projects will be scored proportional to highest score.
- The lowest score will receive 10 points. Each score is divided by the lowest score to produce their proportional score.

For example:

Bidder	Total budget	Calculation	Score
A	£10,000	$£10,000 / £10,000 = 1$	10.00
B	£15,000	$£10,000 / £15,000 = 0.70$	7.00
C	£11,000	$£10,000 / £11,000 = 0.90$	9.00

Part 2 – Day Rates – 10.00%

- An average day rates will be weighting according to the level of input that may be expected on individual projects.
 - Director – 5% weighting
 - Senior Research Manager 15% weighting
 - Research Manager – 30% weighting
 - Research Officer – 35% weighing
 - Research Assistant – 15% weighting
- Average day rates will then be scored proportional to the highest score.

The weightings between parts 1-2 combine to give the total score for bidder’s responses to question AW5.2. The combines score for Questions AW5.2 is 20.00% of each bidder’s overall evaluated score.

For example:

Bidder	Day rate score	Example project budget score	Final price score (out of 20)
A	8.64	10.00	18.64
B	10.00	7.00	17.00
C	7.20	9.00	16.20

Each section and or/sub-section will be evaluated on the following methodology.

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 price 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 criteria, but will still be subject to a commercial review.

5.5. Evaluation process

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

Stage	Summary of activity
Receipt and Opening	<ul style="list-style-type: none"> RFP logged upon opening in alignment with UK SBS's procurement procedures. Any RFP Bid received after the closing date will be rejected unless circumstances attributed to the Contracting Authority or the e-sourcing tool beyond the bidder control are responsible for late submission.
Compliance check	<ul style="list-style-type: none"> Check all Mandatory requirements are acceptable to the Contracting Authority. Unacceptable Bids maybe subject to clarification by the Contracting Authority or rejection of the Bid.
Scoring of the Bid	<ul style="list-style-type: none"> Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the criteria.
Clarifications	<ul style="list-style-type: none"> The Evaluation team may require written clarification to Bids
Re - scoring of the Bid and Clarifications	<ul style="list-style-type: none"> Following Clarification responses, the Evaluation team reserve the right to independently re-score the Bid and Clarifications and provide a commentary of their re-scoring justification against the Selection criteria.
Moderation meeting (if required to reach an award decision)	<ul style="list-style-type: none"> To review the outcomes of the Commercial review To agree final scoring for each Bid, relative rankings of the Bids To confirm contents of the Standstill letters to provide details of scoring and relative feedback on the unsuccessful Bidders response in comparison with the successful Bidders response
Due diligence of the Bid	<ul style="list-style-type: none"> the Contracting Authority may request the following requirements at any stage of the Procurement. Submission of insurance documents from the Bidder Request for evidence of documents / accreditations referenced in the / Request for Proposal response / Bid and / or Clarifications from the Bidder Taking up of Bidder references from the Bidders Customers. Financial Credit check for the Bidder
Validation of unsuccessful Bidders	<ul style="list-style-type: none"> To confirm contents of the letters to provide details of scoring and meaningful feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.

Section 6 – Selection and award questionnaires

Section 6 – Selection questionnaire

6.1. Introduction

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

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

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 6 – Award questionnaire

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

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 7 – General information

7.1. Introduction

- 7.1.1. The Contracting Authority wishes to establish a Contract for the provision of BEIS Monitoring and Evaluation Call-off Contract. 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

The Contracting Authority is procuring the Contract for add for its exclusive use.

- 7.1.2. 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.
- 7.1.3. 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.
- 7.1.4. 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.
- 7.1.5. It remains the responsibility of the Bidder to keep UK SBS and the Contracting Authority informed of any matter that may affect continued qualification
- 7.1.6. 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](#).
- 7.1.7. Whilst it is the Contracting Authority’s intention to purchase the majority of its services under this Contract Arrangement from the Supplier(s) appointed this does not confer any exclusivity on the appointed Suppliers. The Contracting Authority and any relevant Other Public Bodies reserve the right to purchase any services and services (including those similar to the services covered by this procurement) from any Supplier outside of this Contract.
- 7.1.8. 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.
- 7.1.9. The services covered by this procurement exercise have NOT been sub-divided into Lots.

- 7.1.10. The Contracting Authority shall utilise the Delta eSourcing Procurement Tool available at <https://uksbs.delta-esourcing.com/> to conduct this procurement. There will be no electronic auction following the conclusion of the evaluation of the Request for Proposal (RFP) responses. Bidders will be specifically advised where attachments are permissible to support a question response within the e-sourcing tool. All enquiries with respect to problems or functionality within the tool may be submitted to Delta eSourcing on 0845 270 7050
- 7.1.11. Please utilise the messaging system within the e-sourcing tool located at <https://uksbs.delta-esourcing.com/> within the timescales detailed in [Section 3](#). if you have any doubt as to what is required or will have difficulty in providing the information requested. Bidders should note that any requests for clarifications may not be considered by the Contracting Authority if they are not articulated by the Bidder within the discussion forum within the e-sourcing tool.
- 7.1.12. Bidders should read this document, Stage One: Overview Section. messages and the evaluation questionnaires carefully before completing the Response submission. Failure to comply with any of these instructions for completion and submission of the Submitted Response may result in the rejection of the Response. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the services and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.
- 7.1.13. All material issued in connection with this RFP shall remain the property of the Contracting Authority and/or as applicable relevant OPB and shall be used only for the purpose of this procurement. All Due Diligence Information shall be either returned to the Contracting Authority or securely destroyed by the Bidder (at the Contracting Authority's option) at the conclusion of the procurement
- 7.1.14. 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.
- 7.1.15. The Bidder shall not make contact with any other employee, agent or consultant of UK SBS or the Contracting Authority or any relevant OPB or Customer who are in any way connected with this procurement during the period of this procurement, unless instructed otherwise by the Contracting Authority.
- 7.1.16. The Contracting Authority shall not be committed to any course of action as a result of:
- 7.1.16.1. issuing this RFP or any invitation to participate in this procurement ;
 - 7.1.16.2. an invitation to submit any Response in respect of this procurement;
 - 7.1.16.3. communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement; or
 - 7.1.16.4. any other communication between UK SBS, the Contracting Authority and/or any relevant OPB (whether directly or by its agents or representatives) and any other party.
- 7.1.17. 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.
- 7.1.18. 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.

- 7.1.19. 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.
- 7.1.20. If the Bidder is a consortium, the following information must be provided: full details of the consortium; and the information sought in this RFP in respect of each of the consortium's constituent members as part of a single composite response. Potential Providers should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium as indicated in the relevant section of the selection questionnaire SEL1.9 specifically refers. If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided as indicated in the relevant section of the RFP. However, please note the Contracting Authority reserves the right to require a successful consortium to form a single legal entity in accordance with regulation 19(6) of the Regulations. The Contracting Authority recognises that arrangements in relation to consortia may (within limits) be subject to future change. Potential Providers should therefore respond in the light of the arrangements as currently envisaged. Potential Providers are reminded that any future proposed change in relation to consortia must be notified to the Contracting Authority so that it can make a further assessment by applying the selection criteria to the new information provided and consider rejection of the Response if the Contracting Authority reasonably consider the change to have a material impact of the delivery of the viability of the Response.

7.2. Bidder conference

- 7.2.1. A Bidders' Conference will not be held in conjunction with this procurement.

7.3. Confidentiality

- 7.3.1. Subject to the exceptions referred to in paragraph 7.3.2, the contents of this RFP are being made available by the Contracting Authority on condition that:
- 7.3.1.1. Bidders shall at all times treat the contents of the RFP and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
 - 7.3.1.2. Bidders shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;
 - 7.3.1.3. Bidders shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Response; and
 - 7.3.1.4. Bidders shall not undertake any publicity activity within any section of the media in relation to this procurement
- 7.3.2. Bidders may disclose, distribute or pass any of the Information to the Bidder's advisers, sub-contractors or to another person provided that either:
- 7.3.2.1. This is done for the sole purpose of enabling a Response to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Bidder; or
 - 7.3.2.2. The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract arising from it; or
 - 7.3.2.3. The Bidder is legally required to make such a disclosure

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

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

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

USEFUL INFORMATION LINKS

- [Contracts Finder](#)

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

7.4. Freedom of information

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

7.5. Response Validity

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

7.6. Timescales

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

7.7. The Contracting Authority's Contact Details

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

7.8. Preparation of a Response

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

7.9. Submission of Responses

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

7.10. Canvassing

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

7.11. Disclaimers

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

7.12. Collusive behaviour

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

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

7.13. No inducement or incentive

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

7.14. Acceptance of the Contract

- 7.14.1. The Bidder in submitting the Response undertakes that in the event of the Response being accepted by the Contracting Authority and the Contracting Authority confirming in writing such acceptance to the Bidder, the Bidder will within two 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 e-sourcing tool unless where the e-sourcing tool is unavailable due to Delta eSourcing system maintenance or failure, in this instance all clarifications shall be by email to the contact defined in [Section 3](#).
- 7.15.2. The Contracting Authority will endeavour to answer all questions as quickly as possible but cannot guarantee a minimum response time.
- 7.15.3. In the event of a Bidder requiring assistance uploading a clarification to the e-sourcing portal they should use the contact details defined in [Section 3](#).
- 7.15.4. No further requests for clarifications will be accepted after 10 days prior to the date for submission of Responses.
- 7.15.5. In order to ensure equality of treatment of Bidders, the Contracting Authority intends to publish the questions and clarifications raised by Bidders together with the Contracting Authority's responses (but not the source of the questions) to all participants on a regular basis.
- 7.15.6. Bidders should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if the Contracting Authority at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Bidders would potentially benefit from seeing both the query and the Contracting Authority's response, the Contracting Authority will:
- 7.15.6.1. invite the Bidder submitting the query to either declassify the query and allow the query along with the Contracting Authority's response to be circulated to all Bidders; or
 - 7.15.6.2. request the Bidder, if it still considers the query to be of a commercially confidential nature, to withdraw the query prior to the end of the closing date and time for Bidder clarifications.

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

7.16. Amendments to Response Documents

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

7.17. Modification and withdrawal

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

7.18. Right to disqualify or reject

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

7.19. Right to cancel, clarify or vary the process

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

7.20. Notification of award

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

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

Section 7 – General Information

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

DO:

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

Do provide the Bid on time, and in the required format. Remember that the date/time given for a response is the last date that it can be accepted; we are legally bound to disqualify late submissions. Responses received after the date indicated in the RFP shall not be considered by the Contracting Authority, unless the Bidder can justify that the reason for the delay, is solely attributable to the Contracting Authority

Do ensure you have read all the training materials to utilise e-sourcing tool prior to responding to this Bid. If you send your Bid by email or post it will be rejected.

Do use Microsoft Word, PowerPoint Excel 97-03 or compatible formats, or PDF unless agreed in writing by the Buyer. If you use another file format without our written permission, we may reject your Bid.

Do ensure you utilise the Delta eSourcing messaging system to raise any clarifications to our RFP. You should note that we will release the answer to the question to all Bidders and where we suspect the question contains confidential information, we may modify the content of the question to protect the anonymity of the Bidder or their proposed solution

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

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

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

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

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

Do ensure that the Response and any documents accompanying it are in the English Language, the Contracting Authority reserve the right to disqualify any full or part responses that are not in English.

Do check and recheck your Bid before dispatch.

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

DO NOT

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

Do not attach 'glossy' brochures that have not been requested, they will not be read unless we have asked for them. Only send what has been requested and only send supplementary information if we have offered the opportunity so to do.

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

Do not seek to influence the procurement process by requesting meetings or contacting UK SBS or the Contracting Authority to discuss your Bid. If your Bid requires clarification the Buyer will contact you. All information secured outside of formal Buyer communications shall have no Legal standing or worth and should not be relied upon.

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

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

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

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

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

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

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

Do not unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority send your response by any way other than via e-sourcing tool. Responses received by any other method than requested will not be considered for the opportunity.

Appendix 'A' Glossary of Terms

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

“Supplier(s)”	means the organisation(s) awarded the Contract
“Supplies / Services / Works”	means any supplies/services and supplies or works set out at within Section 4 Specification