

# Request for Proposal



**Request for Proposal (RFP) on behalf of UK Research and Innovation (UKRI) – Innovate UK (IUK)**

**Subject: Creative Industries AI training and Support**

**Sourcing Reference Number: GSS24646**

**UK Shared Business Services Ltd (UKSBS)**  
[www.uksbs.co.uk](http://www.uksbs.co.uk)

Registered in England and Wales as a limited company. Company Number 6330639.  
Registered Office Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1FF  
VAT registration GB618 3673 25  
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Version 10.0

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## Section 1 – About UK Shared Business Services

### Putting the business into shared services

UK Shared Business Services Ltd (UKSBS) brings a commercial attitude to the public sector; helping Contracting Authorities improve efficiency, generate savings and modernise.

It is our vision to become the leading service provider for Contracting Authorities of shared business services in the UK public sector, continuously reducing cost and improving quality of business services for Government and the public sector.

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

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

UKSBS is a people rather than task focused business. It's what makes us different to the traditional transactional shared services centre. What is more, being a not-for-profit organisation owned by DSIT / DENEZ & UKRI, UKSBS' goals are aligned with the public sector and delivering best value for the UK taxpayer.

### Our Customers

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

### **Privacy Statement**

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

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

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

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

### **UKRI Privacy Statement**

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

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

## Section 2 – About the Contracting Authority

### UK Research and Innovation (UKRI)

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

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

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

For more information, please visit: [www.ukri.org](http://www.ukri.org)

### Innovate UK

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

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

## Section 3 – Working with the Contracting Authority

Section 3 – Contact details		
3.1.	Contracting Authority Name and address	UK Research and Innovation (UKRI) – Innovate UK (IUK) Polaris House Swindon SN2 1FL
3.2.	Buyer	Karam Bhogal
3.3.	Buyer contact details	<a href="mailto:coreservices@uksbs.co.uk">coreservices@uksbs.co.uk</a>
3.4.	Maximum value of the Opportunity	The maximum Contract value shall not exceed £250,000.00 Ex VAT.
3.5.	Process for the submission of clarifications and Bids	<p><b>All correspondence shall be submitted within the Messaging Centre of the eSourcing portal. Guidance on how to obtain support on using the eSourcing portal can be found in Section 7.1.11.</b></p> <p><b>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.</b></p>

Section 3 - Timescales		
3.6.	Date of posting of Contract advert to Find a Tender and Contracts Finder	Wednesday 30th October 2024
3.7.	Latest date / time RFP clarification questions shall be received through the eSourcing Portal	Wednesday 13 <sup>th</sup> November 2024 11:00 am
3.8.	Latest date RFP clarification answers should be sent to all Bidders by the Buyer through the eSourcing Portal	Wednesday 20 <sup>th</sup> November 2024
3.9.	Latest date and time for Bidder to request access to the RFP documents	Thursday 5 <sup>th</sup> December 2024 10:00am
3.10.	Latest date and time RFP Bid shall be submitted through the eSourcing Portal ( <b>the Deadline</b> )	Thursday 5 <sup>th</sup> December 2024 11.00am
3.11.	Anticipated notification of proposed Contract award to unsuccessful bidders	Monday 16 <sup>th</sup> December 2024
3.12.	Anticipated Contract Award Date	Monday 13 <sup>th</sup> January 2025
3.13.	Commencement of Contract	Monday 20 <sup>th</sup> January 2025
3.14.	Completion of Contract	Tuesday 31 <sup>st</sup> March 2026
3.15.	Bid Validity Period	90 Days

## Section 4 – Specification and about this Procurement

### Introduction

The services tendered in this document are part of a wider programme to stimulate the adoption of AI & ML technologies in lower-AI-maturity sectors of the UK economy. The wider programme will achieve its objectives by building an innovation network to stimulate both demand and supply side engagement, develop end-user driven AI technologies and address systemic barriers limiting adoption, namely skill gaps affecting the supply side and lack of understanding of technology affecting the demand side, both of which affect the ability to map business challenges to the right AI & ML technologies to solve these problems.

The programme aims to increase adoption and diffusion of AI among adoption laggards which will have a positive impact on underperforming sectors and on UK productivity, ensuring AI benefits all sectors of the UK economy.

The overall aim of the programme is to support the transition to an AI-enabled economy, capturing the benefits of AI innovation in the UK, and ensuring AI technologies benefits all sectors.

The objective of this tender exercise is to appoint a supplier to support UKRI - Innovate UK with content generation and delivery of courses designed to create Data & AI leadership in UK organizations within the creative industries sector that seek to adopt AI & ML technologies.

### Background to the Requirement

UKRI - Innovate UK, is seeking tenders for *Data and AI leadership* creating and delivering training to leaders in the creative industries sector to support UK companies adopt and/or evaluate adoption of AI & ML technologies. This activity is part of a larger programme that supports adoption and diffusion of AI & ML technologies across four target UK sectors.

- The delivery period of the training provision will be from contract award (Jan 2025) to 31<sup>st</sup> March 2026

Evidence for the requested tender:

One of the key barriers in unlocking the potential of AI & ML technologies to improve productivity across all sectors in the UK economy has been identified by a Department for Digital, Culture, Media, and Sport (DCMS) funded research<sup>1</sup>, (as well as in a number of other surveys<sup>2,3,4</sup>), to be the lack of data and digital skills. In response to the need to understand this skills gap, DCMS funded and published research<sup>5</sup> to define, measure and investigate the drivers behind this.

The report estimates there are approximately 178,000 to 234,000 data roles to be filled, with 48% of businesses recruiting for such roles and 46% of businesses struggling to recruit roles that require data skills. The top 5 skills, businesses self-identify as having insufficient skills in, are machine learning 28%, programming 24%, knowledge of emerging technologies and solutions 24%, advanced statistics 24%, data visualization 23%. These hard data skills map directly to the AI skills gap identified in other reports<sup>Error! Bookmark not defined., Error! Bookmark not defined., Error! Bookmark not defined.</sup> and are therefore a key barrier that needs to be addressed.

Employers highlighted “cost as one of the biggest barriers to data skills training” at 29%, as well as difficulties in finding relevant training with practical relevance to employees’ day-to-day job. Interestingly, Universities were not identified as significant source of training, with only 7-14% of businesses surveyed utilizing university training courses.

The current estimated supply of data scientists from UK Universities is approximately 10,000 per year and as the report estimates that 80% of the 2030 workforce is currently employed, fulfilling the current and future gap could only be realistically addressed through up/re-skilling efforts.

There is evidence that some of the current skill gaps including programming, database management and data ethics, with importance to employers, will continue to be hard to address, as students continue to rate themselves as having poor performance in those skills.

Employers believe they are good in identifying skill gaps among their employees and feel confident in sourcing training to address their gap. Large companies being more confident in delivering both above actions, as well as a preference in up-skilling their own workforce, compared to smaller companies who prefer to seek external support (outsourcing). Despite the importance of the gap in hard skills, employer's priority is in addressing soft data skills, as it appears that training for soft skills is harder to find. In any case, the most difficult data skills to find training for are critical thinking (13%), leadership (12%), machine learning (10%), curiosity (10%), problem solving (9%), advanced statistics (9%), programming (9%), data processing (9%), data visualization (9%) and adaptability (8%). It is evident that what is left from the above list when one removes the soft skills, are core skills required for adoption and diffusion of AI & ML and this is strong evidence for the need to provide support in helping employers who seek to train employees to address their needs. Apart from the high cost for accessing training, relevance to organization is another barrier to data-related training.

## **Aims & Objectives**

The aim of this tender exercise is to identify and appoint a service provider to deliver a training provision to UK business beneficiaries as part of a larger programme of activities that seek to stimulate adoption and diffusion of AI & ML in the UK. The training provision of this tender exercise will be targeted to UK businesses from the creative industries sector.

The key objective we are seeking to achieve is to address barriers to AI & ML adoption among businesses that seek to or have the potential to benefit from such technologies. More specifically we are seeking a provider to create course content and delivery to help UK businesses create data and AI leaders within their organisations. This will allow UK industry to assess how best to make use of their data and develop and implement a data and AI strategy.

## **Data and AI Leaders**

For the purposes of this tender a data and AI leader is defined as being:

- a senior strategic role within an organisation
- responsible for creating a data and AI strategy aligned with business strategy.
- responsible for building, running a data and AI team and ensuring that the team and business comply with law and regulations.

The expected skillset of a data and AI leader following completion of training provision are:

- an excellent understanding of the potential of data,
- the ability to assess how best to exploit data for the organisation.
- strategic, leadership skills but not necessarily data/AI professional skills

Specific expectations:

- Data & AI leadership course targeted at the creative industries sector.

<sup>1</sup> [AI Activity in UK Business \(publishing.service.gov.uk\)](https://publishing.service.gov.uk)

<sup>2</sup> [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/1010745/EY\\_DCMS\\_Data\\_foundations\\_and\\_AI\\_adoption\\_in\\_the\\_UK\\_private\\_and\\_third\\_sectors.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1010745/EY_DCMS_Data_foundations_and_AI_adoption_in_the_UK_private_and_third_sectors.pdf)

<sup>3</sup> Business insights and impact on the UK economy: 9 September 2021, ONS

<sup>4</sup> [https://www.turing.ac.uk/sites/default/files/2021-09/ai-strategy-survey\\_results\\_020921.pdf](https://www.turing.ac.uk/sites/default/files/2021-09/ai-strategy-survey_results_020921.pdf)

<sup>5</sup> [Quantifying the UK Data Skills Gap - Full report - GOV.UK \(www.gov.uk\)](https://www.gov.uk)

## Delivery

- We are expecting the provision of this service to take place as multiple courses running as a combination of facilitated online courses (i.e. a training provider delivering bespoke material live online) on the software provided by the supplier and face to face facilitated courses or workshops where appropriate.
- Face to face workshops allow for trust building between facilitator and end training consumer. This promotes more open discussion around end use and application. The supplier is asked to determine the balance between facilitated online and in person events according to training content (suggested 80% facilitated online and 20% in person). The supplier is asked to source and provide the appropriate location. Facilitated learning enables and promotes learning either in an online, or face to face environment by encouraging interaction with and between students and the facilitator (who should be an established training provider in the field of AI/ML with a strong understanding of the creative industries sector- please note, this does not apply to course content for the delivery of strategic and leadership skills) and supporting interactive learning activities during course delivery, demonstrating relevance and applicability to the end user.
- Course content will be made openly accessible under the CC-BY 4.0 License<sup>6</sup> and the supplier will provide a catalogue of available training material, alongside marketing material for dissemination to UK industry both through their own channels and through the BridgeAI programme channels.

The supplier, through their knowledge of the creative industries sector and respective network is expected to:

- Identify target audiences for training intervention uptake, make all necessary approaches to interested parties, including course enrolment and feedback.
- Undertake promotion for the available courses including; generation of a marketing campaign, creation of assets and copy for promotion plus outreach to the sector. These will be aligned to the BridgeAI programme branding guidelines and shared with the programme for distribution through programme marketing channels.
- Provide quarterly reporting on performance using a set of questions agreed at kick off with the contracting authority, report against the outcomes and metrics outlined in the table below.

Outcome	Metrics to measure
Training Attendance	<ul style="list-style-type: none"> <li>Number of individuals attending training courses &gt;80% completed</li> </ul>
Training Attendance Organisations	<ul style="list-style-type: none"> <li>Number of organisations receiving training &gt;80% completed</li> </ul>
Sector Balance	<ul style="list-style-type: none"> <li>Number of individuals per sector receiving training &gt;80% completed</li> </ul>
Place	<ul style="list-style-type: none"> <li>Regional distribution of training uptake</li> </ul>
EDI	<ul style="list-style-type: none"> <li>Number of underrepresented groups receiving training.</li> </ul>
Increased knowledge	<ul style="list-style-type: none"> <li>Number of individuals reporting increased knowledge following a skills/training event</li> </ul>
Increased feeling of confidence & engagement (individuals)	<ul style="list-style-type: none"> <li>Number of individuals reporting increased confidence in their ability to use AI</li> </ul>
Increased familiarity with landscape	<ul style="list-style-type: none"> <li>Self-reported engagement with external offerings in DS/AI field</li> </ul>
Establishment and/or growth of networks and connections	<ul style="list-style-type: none"> <li>Self-reported new collaborations</li> <li>Self-reported new membership of professional body/community of practice</li> <li>Number of spin out groups or networks</li> </ul>
Participants apply knowledge gained	<ul style="list-style-type: none"> <li>Self-reported metric of actively using the skills acquired</li> <li>Number of individuals reporting a change in work-based behaviours following the skills learned</li> </ul>



	<ul style="list-style-type: none"> <li>• Number of documented/ reported changes in role for individuals within the organisation based on skills acquired</li> <li>• Self-reported changes in business practice</li> </ul>
Continued/repeated engagement with further training	<ul style="list-style-type: none"> <li>• Number of individuals attending more than one course/workshop/seminar</li> <li>• CRM reporting</li> <li>• Number of training initiatives sponsored for employees</li> </ul>
Adoption of AI solutions	<ul style="list-style-type: none"> <li>• New AI products/projects being introduced in organisation</li> </ul>
Increased investment in skills	<ul style="list-style-type: none"> <li>• Number of companies offering AI/ML up/side skilling opportunities as part of CPD</li> </ul>
Using new understanding of landscape to take advantage of opportunities	<ul style="list-style-type: none"> <li>• Number of applications for IUK/related funding opportunities</li> <li>• Self-reporting of other applications submitted</li> </ul>
Strengthen and demonstrate leadership among networks / connections	<ul style="list-style-type: none"> <li>• Number of documented changes to JDs to reflect new understanding of landscape</li> <li>• Number of new hires in AI related roles</li> </ul>

### Who is this course for?

- The service is intended for non-technical employees within UK creative industries businesses that actively seek to adopt AI & ML. For example:
  - o Senior business leaders overseeing the integration of AI & ML into their business strategy.
  - o Cross-functional business managers interested in exploring AI & ML opportunities across business functions.
  - o Chief innovation officers
  - o Chief Innovation Officers (CIOs), IT managers and business analysts interested in how AI & ML may be applied in their organisation.
  - o Professionals (technical or non-technical) looking to pursue growth by understanding how recent advances in AI can be applied in business.

### Content

- We are expecting the beneficiaries of this service:
  - o to develop a strong conceptual understanding of the fundamentals of data science, AI and ML technologies
  - o to understand the current capabilities, applications and pitfalls of AI and ML technology as well as its future potential within the creative industries sector
  - o to develop skills that will enable them to identify the opportunities for AI & ML within their organisation and create a business case for its implementation acknowledging the challenges facing the creative industries sector.
  - o to be able to bridge the gap between AI & ML developers and business domain experts, having sufficient understanding of AI to communicate effectively with technical teams.
  - o to be able to organize and manage successful AI & ML application projects.
  - o to have a basic understanding of the UK AI ecosystem including public sector stakeholders and from the private sector.
  - o Strategic and leadership skills not related to data and AI /ML that will support the development of these future leaders and supplement technical training.
  - o the course content should be developed to align with the AI Skills for business competency framework<sup>7</sup>, addressing competencies aligned to the 'AI leaders' persona and tailored to those in the creative industries sector, demonstrating relevance and value of skills.

<sup>6</sup> [CC BY 4.0 Deed | Attribution 4.0 International | Creative Commons](#)

<sup>7</sup> [Final\\_BridgeAI\\_Framework.pdf \(ktn-uk.org\)](#)

## Scope

### In Scope

The supplier **must** be able to deliver:

- Provide expertise in the content development and delivery of the training provided.
- Engage, but not solely rely upon, the BridgeAI Skills Working Group during training content development to ensure alignment with the AI Skills for Business Competency Framework.
- Maintain effective working relationship with Innovate UK.
- Develop and deliver appropriate course material for facilitated online courses, in person courses or workshops.
  - o Facilitated learning enables and promotes learning either in an online, or face to face environment by encouraging interaction with and between students and the facilitator (who should be an established training provider in the field of AI/ML with a strong understanding of the creative industries sector) and supporting interactive learning activities during course delivery, demonstrating relevance and applicability to the end user.
- Provide methodology to capture impact of training courses delivered to beneficiary organisation following completion of the training courses via questionnaire or equivalent and logging of course completion and capture of impact through a suitable delivery platform.
- Provide a methodology to capture training feedback.
- Make provision for continuous improvement processes to adapt training content based on feedback & evaluations.
- Provide an EDI policy, evaluation plan and strategy for implementation, relating to the development of inclusive training content and course delivery.
- Provide a resource plan giving detail of the personnel skills to be utilised in developing and delivering the training interventions.
- Organise and provide access to a suitable training delivery web platform that is required for delivery and to suitable venues for in person training.
- Deliver training interventions to at least 200 organisations over the full contract period (suggested balance 85% micro or SMEs, 15% large organisations), with proportionate (to the number of sector relevant businesses in a region) delivery to regions defined by NUTS1/ITL 1 regional definitions<sup>8</sup>, including the devolved nations. Course content will be made openly accessible under the CC-BY 4.0 License<sup>9</sup> and the supplier will provide a catalogue of available training material, alongside marketing material for dissemination to UK industry both through their own channels and through the BridgeAI programme channels.
- Identify target audiences for training intervention uptake, make all necessary approaches to interested parties, including course enrolment and feedback.
- Undertake promotion for the available courses including generation of a marketing campaign, creation of assets and copy for promotion plus outreach to the sector. These will be aligned to the BridgeAI programme branding guidelines and shared with the programme for distribution through programme marketing channels.
- Deliver a webinar, outlining the training provision, benefits, and anticipated impacts.
- Make provision for pre-engagement with beneficiary companies for documentation and preparation as required for successful delivery of the training provision.
- Provide to Innovate UK and Innovate UK Business Connect organisation participant details for collation on the BridgeAI CRM
- On completion of the contract to provide Innovate UK with all training material and associated collateral and a recording of the webinar.
- Prepare a close out report with a log of training developed and provided, geographical coverage aligned to the NUTS1/ITL 1 regional definitions, issues, risks, opportunities, lessons learnt and impact assessment.

### Out of Scope

<sup>8</sup> [ITL 1 statistical regions of England - Wikipedia](#)

<sup>9</sup> [CC BY 4.0 Deed | Attribution 4.0 International | Creative Commons](#)

The service provider is not expected to include costs of 3rd party training content for delivery of the training provision under this tender.

### **Potential demand over the period of agreement**

UKRI - Innovate UK is seeking to procure a minimal volume of training provision as outlined below with a focus on delivery commencing in January 2025.

The maximum Contract value shall not exceed £250,000.00 Excluding VAT for the period of the agreement which will be used on a call-off basis in line with the delivery of training.

### **Eligibility for uptake of training intervention**

Organisations receiving training must be:

- A UK registered business of any size within the creative industries sector
- Individuals within the organisation receiving training must carry out the majority of their work in the UK.
- A business is defined as an enterprise undertaking economic activities.
- The definition of micro, SME used by Innovate UK is set out in the [company accounts guidance](#).<sup>10</sup>

### **Period of agreement**

This agreement will be in place up to but not after 31<sup>st</sup> March 2026.

### **Timescales**

Contract Award – Monday 13th January 2025

Planning meetings with Innovate UK – Week commencing Monday 20th January 2025

Approve final implementation methodology – Week commencing Monday 27th January 2025

- Course setup and engagement with Innovate UK.
  - o Estimated 4 days for pre-delivery planning meetings.
  - o Estimated 1 day for agreement of delivery methodology.
  - o Estimated 2 days for integration with Innovate UK and Innovate UK Business Connect programme delivery operations.
  - o Estimated 4 days for engagement with the skills working group.
- Course delivery
- Monthly feedback to Innovate UK captured benefits of beneficiaries' post course completion
  - o Estimated 1 day
  - o Estimated 2 days for wash up meetings.

### **Social Value**

1. The Supplier will be expected to align to the principles, obligations and aspirations set out in the Social Value Act (2012)<sup>11</sup>. The Supplier shall identify and deliver on Social Value initiatives as identified and agreed. The Supplier will be responsible for recording and reporting performance against agreed Social Value scorecards.
2. Based on the Social Value Model<sup>12</sup>, UKRI have identified "Equal Opportunity" as the Key Theme most relevant to this Contract. Information about the Key Themes is presented in the table below:

<sup>10</sup> [Companies House accounts guidance - GOV.UK \(www.gov.uk\)](#)

<sup>11</sup> [Public Services \(Social Value\) Act 2012 \(legislation.gov.uk\)](#)

<sup>12</sup> [Procurement Policy Note 06/20 – taking account of social value in the award of central government contracts - GOV.UK \(www.gov.uk\)](#)

Table of Social Value Key Themes:		
Key Themes		
Theme:	<b>Equal Opportunity</b>	
Policy Outcome:	Reduce the disability employment gap	Tackle workforce inequality
Delivery Objectives (Activities that):	<ul style="list-style-type: none"> <li>• Demonstrate action to increase the representation of disabled people in the contract workforce.</li> <li>• Support disabled people in developing new skills relevant to the contract, including through training schemes that result in recognised qualifications.</li> <li>• Influence staff, suppliers, customers and communities through the delivery of the contract to support disabled people.</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce.</li> <li>• Support in-work progression to help people, including those from disadvantaged or minority groups, to move into higher paid work by developing new skills relevant to the contract.</li> <li>• Demonstrate action to identify and manage the risks of modern slavery in the delivery of the contract, including in the supply chain</li> </ul>
Reporting Metrics:	<ul style="list-style-type: none"> <li>• Total percentage of full-time equivalent (FTE) disabled people employed under the contract, as a proportion of the total FTE contract workforce, by UK region.</li> <li>• Number of full-time equivalent (FTE) disabled people employed under the contract, by UK region.</li> <li>• Total percentage of disabled people on apprenticeship schemes (Level 2, 3, and 4+) under the contract, as a proportion of the all people on apprenticeship schemes (Level 2, 3, and 4+) within the contract workforce, by UK region.</li> <li>• Number of disabled people on apprenticeship schemes (Level 2, 3, and 4+) under the contract, by UK region.</li> <li>• Total percentage of disabled people on other training schemes (Level 2, 3, and 4+) under the contract, as a proportion of the all people on</li> </ul>	<ul style="list-style-type: none"> <li>• Total percentage of full-time equivalent (FTE) people from groups under-represented in the workforce employed under the contract, as a proportion of the total FTE contract workforce, by UK region.</li> <li>• Number of full-time equivalent (FTE) people from groups under-represented in the workforce employed under the contract, by UK region.</li> <li>• Total percentage of people from groups under-represented in the workforce on apprenticeship schemes (Level 2, 3, and 4+) under the contract, as a proportion of the all people on apprenticeship schemes (Level 2, 3, and 4+) within the contract workforce, by UK region.</li> <li>• Number of people from groups under-represented in the workforce on apprenticeship schemes (Level 2, 3, and 4+) under the contract, by UK region.</li> <li>• Total percentage of people from</li> </ul>

	<p>other training schemes (Level 2, 3, and 4+) within the contract workforce, by UK region.</p> <ul style="list-style-type: none"> <li>• Number of disabled people on other training schemes (Level 2, 3, and 4+) under the contract, by UK region.</li> </ul>	<p>groups under-represented in the workforce on other training schemes (Level 2, 3, and 4+) under the contract, as a proportion of the all people on other training schemes (Level 2, 3, and 4+) within the contract workforce, by UK region.</p> <ul style="list-style-type: none"> <li>• Number of people from groups under-represented in the workforce on other training schemes (Level 2, 3, and 4+) under the contract, by UK region.</li> <li>• Percentage of all companies in the supply chain under the contract to have committed to the five foundational principles of good work.</li> <li>• Number of companies in the supply chain under the contract to have committed to the five foundational principles of good work.</li> <li>• Percentage of the supply chain for which supply chain mapping has been completed to the appropriate tier or to source in order to reduce the risks of modern slavery.</li> <li>• Number of people-hours devoted to supporting victims of modern slavery under the contract.</li> </ul>
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## 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 1 year and 4 months from commencement of the Contract.

## 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 UKSBS and the Contracting Authority, and any specific external stakeholders the Contracting Authority deem required

### 5.2. Evaluation of Bids

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

### 5.3. SELECTION questionnaire

- 5.3.1 The selection questionnaire will be solely marked against Mandatory pass/ fail criteria. No scoring criteria will be used at the Selection phase. 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
- 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
<b>Qualification Questionnaire Part 1: Potential Supplier Information</b>		
Section 1	1.1(a) – p	Contact details
<b>Qualification Questionnaire Part 2: Exclusion Grounds</b>		
Section 1	1.2 (a)(i)	Administration, Management, supervisory body convictions
	1.2(a)(ii)	Participation in a criminal organisation
Section 1	1.2 (a) - (iii)	Corruption
Section 1	1.2 (a) - (iv)	Terrorist Offences or offences link to terrorist activities
Section 1	1.2 (a) - (v)	Money laundering or Terrorist financing
Section 1	1.2 (a) - (vi)	Child Labour and other forms of trafficking in human beings
Section 1	1.2 (a) - (vii)	Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales or Northern Ireland.
Section 2	2.1(a) (i-ii)	Payment of tax or social security
Section 3	3.1	Detailed grounds for exclusion

Section 3	3.1 (a)	Situations summarised
Section 3	3.1 (b)	Breach of environmental law obligations
Section 3	3.1 (c)	Breach of social law obligations
Section 3	3.1 (d)	Breach of labour law obligations
Section 3	3.1(e)	Bankruptcy or subject to Insolvency
Section 3	3.1(f)	Guilty of grave professional misconduct
Section 3	3.1(g)	Distorting of competition
Section 3	3.1(h)	Conflict of Interest
Section 3	3.1(i)	Involved in preparation of procurement procedure
Section 3	3.1(j)	Prior performance issues
Section 3	3.1(k)	Serious Misrepresentation, withholding information, undue influence and undue advantages.
Section 3	3.1(l) to 3.2	Modern Slavery
<b>Qualification Questionnaire Part 3: Selection Questions</b>		
Section 4	4.1(a)	Financial statements filed with Companies House
Section 4	4.1(b)	Detailed accounts
Section 4	4.1(c)	Annual Turnover profit and loss accounts etc..
Section 4	4.2	Financial reliance upon others and guarantee
Section 6	6.1	Relevant experience and contract examples
Section 6	6.2	Subcontracting and healthy supply chains
Section 6	6.3	Technical and Professional Ability
Section 7	7.1	Insurance
Section 8	8.1(a)	General Data Protection Regulations
Section 8	8.1(b)	General Data Protection Regulations – Technical Facilities and Measures
Section 8	8.2(a)	Health and Safety
Section 8	8.3(a)(i) –(ii)	Modern Slavery
Part 3	SEL1.10 – 1.13	Information Security
Part 3	SEL2.12	General Data Protection Regulations and Data Protection Act 2018
Part 3	SEL2.19	PPN 01/22 - Contracts with suppliers from Russia or Belarus
Part 3	FOI1.1 – 1.2	Freedom of Information
Part 3	Declaration	Covering all sections of the bid submission
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.	

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

5.3.4. The evaluation model below shall be used for this RFP which will be determined to two decimal places.

5.3.5. Questions marked ‘for information only’ do not contribute to the scoring model.

- 5.3.6. During the evaluation stage, the intention is that only Bidders who achieve a Pass of all the Mandatory and Discretionary requirements of the RFP will be considered for award stage evaluation.

#### 5.4. AWARD questionnaire

- 5.4.3. 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
Technical	AW6.1	Compliance to the Specification
Technical	AW6.2	Variable Bids
-	-	Request for Proposal response – received on time within the 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.	

- 5.4.4. The Award stage of due process shall be marked against the following Award scoring criteria.
- 5.4.5. The evaluation model below shall be used for this RFP which will be determined to two decimal places.
- 5.4.6. Questions marked 'for information only' do not contribute to the scoring model.
- 5.4.7. Do not exceed the page limits specified within each of the Non-Commercial criteria, any additional content provided beyond the specified page limit will not be considered or scored during the evaluation process. Where bidders include a cover page and/or annex, this will be taken into consideration within the page limit and therefore this is discouraged. Where a Non-Commercial criteria requires an additional attachment such as an organogram or risk register bidders are to note the eSourcing Portal only permits 1 document upload per question therefore bidders must attach their response as a Zip folder.



## Award Scoring criteria

### Evaluation Justification Statement

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

Evaluation Envelope	Q No.	Question subject	Maximum Marks	
			Overall	Breakdown
Commercial	AW5.1	Price	20%	20%
Technical	PROJ1.1	Delivery	80%	20%
Technical	PROJ1.2	Course Content and Impact Assessment		20%
Technical	PROJ1.3	Contract Management and Continuous Improvement		15%
Technical	PROJ1.4	Project Team		15%
Technical	PROJ1.5	Social Value		10%

## Award Evaluation of criteria

### Non-Commercial Elements

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

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

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

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

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.
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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:  $\text{Score/Total Points multiplied by 50 } (80/100 \times 50 = 40)$

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

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

#### Award criteria in the event of a tied place for an award decision

If as a result of the application of the aforementioned scored criteria applicable to Commercial and Non Commercial has been undertaken and suitable due diligence has occurred to ratify this position, this then results in a tied place re more than one supplier has attained a score that is equal to another bidder under this procurement procedures due process, then the Contracting Authority shall make an award decision on the basis of the bidder who provided a bid that attained the highest score under Non Commercial criteria.

For example:

Bidder A scores 12.50 for Commercial and 45.00 for Non commercial

Bidder B scores 15.10 for Commercial and 42.40 for Non commercial

The result is a tied place at score of 57.50

The Contracting Authority stated in its procurement documents that the bidder who score the highest on under Non-commercial criteria in a tied place, shall be awarded the contract therefore Bidder A wins the award.

This evaluation criteria will therefore not be subject to any averaging.

## 5.5. Evaluation process

5.5.3. 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"> <li>RFP logged upon opening in alignment with UKSBS's procurement procedures.</li> <li>Any RFP Bid received after the closing date will be rejected unless circumstances attributed to UKSBS, the Contracting Authority or the eSourcing Portal beyond the bidder control are responsible for late submission.</li> </ul>
Compliance check	<ul style="list-style-type: none"> <li>Check all Mandatory requirements are acceptable to the Contracting Authority.</li> <li>Unacceptable Bids maybe subject to clarification by the Contracting Authority or rejection of the Bid.</li> </ul>
Scoring of the Bid	<ul style="list-style-type: none"> <li>Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the criteria.</li> <li>The bid may be subject to moderation as advised in the criteria section, prior to any award decision.</li> </ul>
Clarifications	<ul style="list-style-type: none"> <li>The Evaluation team may require written clarification to Bids</li> </ul>
Re - scoring of the Bid and Clarifications	<ul style="list-style-type: none"> <li>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.</li> </ul>
Moderation meeting (if required to reach an award decision)	<ul style="list-style-type: none"> <li>To review the outcomes of the Commercial review</li> <li>To agree final scoring for each Bid, relative rankings of the Bids</li> <li>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</li> </ul>
Due diligence of the Bid	<ul style="list-style-type: none"> <li>the Contracting Authority may request the following requirements at any stage of the Procurement: <ul style="list-style-type: none"> <li>Submission of insurance documents from the Bidder</li> <li>Request for evidence of documents / accreditations referenced in the / Request for Proposal response / Bid and / or Clarifications from the Bidder</li> <li>Taking up of Bidder references from the Bidders Customers.</li> </ul> </li> <li>Financial Credit check for the Bidder</li> </ul>

Validation of unsuccessful Bidders	<ul style="list-style-type: none"><li>• 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.</li></ul>
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## Section 6 – Evaluation Response Questionnaires

### 6.3. Qualification / Selection Questionnaire

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

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

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

**PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY**

### 6.4. Technical and Commercial Questionnaire

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

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

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

**PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY**

## Section 7 – General information

### 7.3. Introduction

- 7.3.3. The Contracting Authority wishes to establish a Contract for the provision of transport, warehousing and logistics AI training and support. The Contracting Authority is managing this procurement process in accordance with Public Procurement (as may be amended from time to time) (the “Regulations”). This is a services Contract(s) being procured under the Open Procedure
- 7.3.4. The Contracting Authority is procuring the Contract for its exclusive use.
- 7.3.5. UKSBS and the Contracting Authority logo, trademarks and other identifying marks are proprietary and may not be incorporated in the Companies response without or the Contracting Authority’s written permission.
- 7.3.6. The Bidder shall indemnify and keep indemnified UKSBS and the Contracting Authority against all actions, claims, demands, proceedings, damages, costs, losses, charges, and expenses whatsoever in respect of any breach by the Bidder of this document.
- 7.3.7. If there is any doubt with regard to the ambiguity of any question or content contained in this questionnaire then PLEASE ASK a clarification question, but please ensure that your question is via the formal clarification process in writing to the UKSBS representative nominated. No approach of any kind in connection with this opportunity should be made to any other person within or associated with UKSBS or the Contracting Authority. All information secured outside of this named contact shall have no legal standing or worth and should not be relied upon.
- 7.3.8. It remains the responsibility of the Bidder to keep UKSBS and the Contracting Authority informed of any matter that may affect continued qualification.
- 7.3.9. 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](#).
- 7.3.10. 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.
- 7.3.11. 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.
- 7.3.12. The services covered by this procurement exercise have NOT been sub-divided into Lots.

- 7.3.13. The Contracting Authority shall utilise the eSourcing Portal available at <https://beisgroup.ukp.app.jaggaer.com/> to conduct this procurement. There will be no electronic auction following the conclusion of the evaluation of the Request for Proposal (RFP) responses. Bidders will be specifically advised where attachments are permissible to support a question response within the eSourcing portal.

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

**Phone** 08000 698 632

**Email** [customersupport@jaggaer.com](mailto:customersupport@jaggaer.com)

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

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

- 7.3.14. Please utilise the messaging system within the eSourcing Portal located at <https://beisgroup.ukp.app.jaggaer.com/> within the timescales detailed in [Section 3](#). If you have any doubt as to what is required or will have difficulty in providing the information requested. Bidders should note that any requests for clarifications may not be considered by the Contracting Authority if they are not articulated by the Bidder within the discussion forum within the eSourcing Portal.
- 7.3.15. Bidders should read this document, and all attachment, messages and the response envelopes located within the eSourcing portal carefully before completing the Response submission. Failure to comply with any of these instructions for completion and submission of the Submitted Response may result in the rejection of the Response. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the services and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.
- 7.3.16. 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.
- 7.3.17. 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.
- 7.3.18. The Bidder shall not make contact with any other employee, agent or consultant of UKSBS or the Contracting Authority or Customer who are in any way connected with this procurement during the period of this procurement, unless instructed otherwise by the Contracting Authority.
- 7.3.19. The Contracting Authority shall not be committed to any course of action as a result of:
- 7.3.19.1. issuing this RFP or any invitation to participate in this procurement;
  - 7.3.19.2. an invitation to submit any Response in respect of this procurement;
  - 7.3.19.3. communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement; or

- 7.3.19.4. any other communication between UKSBS or the Contracting Authority (whether directly or by its agents or representatives) and any other party.
- 7.3.20. 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 which Responses are invited.
- 7.3.21. 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.
- 7.3.22. 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.
- 7.3.23. 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.

#### **7.4. Bidder conference**

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

#### **7.5. Confidentiality**

- 7.5.3. 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:
  - 7.5.3.1. 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;
  - 7.5.3.2. 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;
  - 7.5.3.3. 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
  - 7.5.3.4. Bidders shall not undertake any publicity activity within any section of the media in relation to this procurement



- 7.5.4. Bidders may disclose, distribute, or pass any of the Information to the Bidder's advisers, sub-contractors or to another person provided that either:
- 7.5.4.1. 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
  - 7.5.4.2. 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
  - 7.5.4.3. The Bidder is legally required to make such a disclosure
- 7.5.5. 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.
- 7.5.6. UKSBS and the Contracting Authority may disclose detailed information relating to Responses to its employees, agents or advisers and they may make any of the Contract documents available for private inspection by its officers, employees, agents, or advisers. UKSBS and the Contracting Authority also reserve the right to disseminate information that is materially relevant to the procurement to all Bidders, even if the information has only been requested by one Bidder, subject to the duty to protect each Bidder's commercial confidentiality in relation to its Response (unless there is a requirement for disclosure as explained in paragraphs 7.4.1 to 7.4.3 below).
- 7.5.7. 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.

- 7.5.8. The Government revised its Government Security Classifications (GSC) classification scheme on the 2<sup>nd</sup> 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>

- 7.5.9. 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](#)

## 7.6. Freedom of information

- 7.6.3. In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA') and the Environmental Information Regulations 2004 (the 'EIR') (each as amended from time to time), UKSBS and the Contracting Authority may be required to disclose information submitted by the Bidder to the to the Contracting Authority.
- 7.6.4. 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.
- 7.6.5. 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.
- 7.6.6. 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.
- 7.6.7. 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.

### 7.7. Response Validity

- 7.7.3. Your Response should remain open for consideration for a minimum period of 90 days. A Response valid for a shorter period will be rejected.

### 7.8. Timescales

- 7.8.3. [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.

### 7.9. The Contracting Authority's Contact Details

- 7.9.3. Unless stated otherwise in these Instructions or in writing from UKSBS or the Contracting Authority, all communications from Bidders (including their sub-contractors, consortium members, consultants, and advisers) during the period of this procurement must be directed through the eSourcing tool to the designated UKSBS contact.
- 7.9.4. Bidders should be mindful that the designated Contact or other persons associated with this opportunity, should not under any circumstances be sent a copy of their Response outside of the eSourcing portal, unless the portal cannot receive your response due to an outage, should this happen then Contracting Authority will suitably formally instruct all bidders as to how to submit your Response. Failure to follow this requirement will result in disqualification of the Response.

### 7.10. Preparation of a Response

- 7.10.3. Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Responses. Bidders are solely responsible for all costs, expenses and other liabilities arising in connection with the preparation and submission of their Response and all other stages of the selection and evaluation process. Under no circumstances will UKSBS or the Contracting Authority, or any of their advisers, be liable for any such costs, expenses or liabilities borne by Bidders or their sub-contractors, suppliers or advisers in this process.
- 7.10.4. 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.
- 7.10.5. 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.
- 7.10.6. 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.

- 7.10.7. Bidders must ensure that each response to a question is within any specified page limit. Any responses with pages in excess of the page limit will only be considered up to the point where they meet the page limit, any additional pages beyond the volume defined in the page limit will not be considered by the evaluation panel.
- 7.10.8. 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.

## **7.11. Submission of Responses**

- 7.11.3. 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.
- 7.11.4. The Contracting Authority may at its own absolute discretion extend the closing date and the time for receipt of Responses specified [Section 3](#).
- 7.11.5. Any extension to the RFP response period will apply to all Bidders.
- 7.11.6. 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.
- 7.11.7. 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.
- 7.11.8. The Response and any documents accompanying it must be in the English language
- 7.11.9. 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.
- 7.11.10. 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.
- 7.11.11. 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
  - 7.11.11.1. 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.
  - 7.11.11.2. 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.

7.11.11.3. 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.

7.11.12. Do not seek changes to the Bid after responses have been submitted and the deadline (date and time) for receipt of responses has passed.

## **7.12. Canvassing**

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

## **7.13. Disclaimers**

7.13.3. 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.

7.13.4. Neither UKSBS, the Contracting Authority, nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:

7.13.4.1. makes any representation or warranty (express or implied) as to the accuracy, reasonableness, or completeness of the RFP; or

7.13.4.2. 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.

7.13.5. 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.

## **7.14. Collusive behaviour**

7.14.3. Any Bidder who:

7.14.3.1. fixes or adjusts the amount of its Response by or in accordance with any agreement or arrangement with any other party; or

7.14.3.2. communicates to any party other than UKSBS, or the Contracting Authority the amount or approximate amount of its proposed Response or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Response or insurance or any necessary security); or

- 7.14.3.3. enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Response; or
- 7.14.3.4. enters into any agreement or arrangement with any other party as to the amount of any Response submitted; or
- 7.14.3.5. 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.

## **7.15. No inducement or incentive**

- 7.15.3. 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.

## **7.16. Acceptance of the Contract**

- 7.16.3. 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.
- 7.16.4. The Contracting Authority shall be under no obligation to accept the lowest priced or any Response.

## **7.17. Queries relating to the Response**

- 7.17.3. All requests for clarification about the requirements or the process of this procurement shall be made in through the eSourcing portal unless the eSourcing portal is unavailable due to system maintenance or failure, in this instance all clarifications shall be by email to the contact defined in [Section 3](#).
- 7.17.4. The Contracting Authority will endeavour to answer all questions as quickly as possible but cannot guarantee a minimum response time.
- 7.17.5. In the event of a Bidder requiring assistance uploading a clarification to the eSourcing portal they should use the contact details defined in [Section 3](#).
- 7.17.6. No further requests for clarifications will be accepted after 8 days prior to the date for submission of Responses.
- 7.17.7. 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.
- 7.17.8. 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:

- 7.17.8.1. 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
  - 7.17.8.2. 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.
- 7.17.9. 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.

## **7.18. Amendments to Response Documents**

- 7.18.3. 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.

## **7.19. Modification and withdrawal**

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

## **7.20. Right to disqualify or reject**

- 7.20.3. The Contracting Authority reserves the right to reject or disqualify a Bidder where
- 7.20.3.1. 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
  - 7.20.3.2. the Bidder is guilty of serious misrepresentation in relation to its Response; expression of interest; or the Response process; and/or
  - 7.20.3.3. there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder.

## **7.21. Right to cancel, clarify or vary the process**

- 7.21.3. The Contracting Authority reserves the right to:
- 7.21.3.1. cancel the evaluation process at any stage; and/or

- 7.21.3.2. 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),

## **7.22. Notification of award**

- 7.22.3. 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.
- 7.22.4. 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:

- 7.23.3. Do comply with Procurement document instructions. Failure to do so may lead to disqualification.
- 7.23.4. 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.
- 7.23.5. 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.
- 7.23.6. 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.
- 7.23.7. Do ensure you utilise the 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
- 7.23.8. Do answer the question, it is not enough simply to cross-reference to a 'policy', web page or another part of your Bid (unless the question specifically allows you to do so) the evaluation team have limited time to assess bids and if they can't find the answer, they can't score it.
- 7.23.9. Do consider who the Contracting Authority is and what they want – a generic answer does not necessarily meet every Contracting Authority's needs.
- 7.23.10. Do reference your documents correctly, specifically where supporting documentation is requested e.g. referencing the question/s they apply to.
- 7.23.11. Do provide clear, concise, and ideally generic contact details; telephone numbers, e-mails and fax details.
- 7.23.12. Do complete all questions in the questionnaire or we may reject your Bid.
- 7.23.13. 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.
- 7.23.14. Do check and recheck your Bid before dispatch.

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

### DO NOT

- 7.24.3. Do not cut and paste from a previous document and forget to change the previous details such as the previous buyer's name.
- 7.24.4. 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.
- 7.24.5. Do not share the Procurement documents, they may be confidential and should not be shared with anyone without the Buyers written permission.
- 7.24.6. Do not seek to influence the procurement process by requesting meetings or contacting UKSBS or the Contracting Authority to discuss your Bid. If your Bid requires clarification the Buyer will contact you. All information secured outside of formal Buyer communications shall have no Legal standing or worth and should not be relied upon.
- 7.24.7. Do not contact any UKSBS staff or the Contracting Authority staff without the Buyers written permission or we may reject your Bid.
- 7.24.8. Do not collude to fix or adjust the price or withdraw your Bid with another Party as we will reject your Bid.
- 7.24.9. Do not offer UKSBS or the Contracting Authority staff any inducement or we will reject your Bid.
- 7.24.10. Do not seek changes to the Bid after responses have been submitted and the deadline for Bids to be submitted has passed.
- 7.24.11. Do not cross reference answers to external websites (unless the question specifically allows you to do so) or other parts of your Bid, the cross references and website links will not be considered.
- 7.24.12. Do not exceed page limits, the additional pages will not be considered.
- 7.24.13. Do not make your Bid conditional on acceptance of your own Terms of Contract, as your Bid will be rejected.
- 7.24.14. Do not unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority send your response by any way other than via the eSourcing portal. Responses received by any other method than requested will not be considered for the opportunity.

## Appendix A – Glossary of Terms

TERM	MEANING
<b>“UKSBS”</b>	means UK Shared Business Services Ltd herein after referred to as UKSBS.
<b>“Bid”, “Response”, “Submitted Bid”, or “RFP Response”</b>	means the Bidders formal offer in response to this Request for Proposal
<b>“Bidder(s)”</b>	means the organisations being invited to respond to this Request for Proposal
<b>“Central Purchasing Body”</b>	means a duly constituted public sector organisation which procures supplies / services / works for and on behalf of Contracting Authorities
<b>“Conditions of Bid”</b>	means the terms and conditions set out in this RFP relating to the submission of a Bid
<b>“Contract”</b>	means the agreement to be entered by the Contracting Authority and the Supplier following any award under the procurement
<b>“Contracting Bodies”</b>	means the Contracting Authority and any other contracting authorities described in the Find a Tender and Contract Notice
<b>“Contracting Authority”</b>	A public body regulated under the Public Procurement Regulations on whose behalf the procurement is being run
<b>“Customer”</b>	means the legal entity (or entities) for which any Contract agreed will be made accessible to.
<b>“Due Diligence Information”</b>	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
<b>"EIR"</b>	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
<b>“Find a Tender”</b>	Means the UK Government Portal that superseded the OJEU as from 1/1/2021 <a href="https://www.find-tender.service.gov.uk/Search">https://www.find-tender.service.gov.uk/Search</a>
<b>“FoIA”</b>	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
<b>“Mandatory”</b>	Means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
<b>“Named Procurement person ”</b>	means the single point of contact for the Contracting Authority based in UKSBS that will be dealing with the procurement
<b>“Order”</b>	means an order for served by any Contracting Body on the Supplier
<b>“Request for Proposal” or “RFP”</b>	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. <b>NOTE:</b> This document is often referred to as an Invitation to Tender within other organisations
<b>“Supplier(s)”</b>	means the organisation(s) awarded the Contract
<b>“Supplies / Services / Works”</b>	means any supplies/services and supplies or works set out at within <a href="#">Section 4 Specification</a>