Request for Proposal

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

Subject: Health Life Sciences Database

Sourcing reference number CR18078

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

Table of Contents

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.

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	Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London, SW1H 0ET
3.2	Buyer	Jenny Stratton
3.3	Buyer contact details	Research@uksbs.co.uk
3.4	Maximum value of the Opportunity	£200,000.00 excluding VAT (£100,000 per year excluding VAT)
3.5	Process for the submission of clarifications and Bids	**All correspondence shall be submitted within the Emptoris e-sourcing tool. Guidance Notes to support the use of Emptoris is available here.** **Please note submission of a Bid to any email address including the Buyer will result in the Bid not being considered.**

Section 3 - Timescales		
3.6	Date of posting of Contract advert to OJEU.	Monday, 25th June 2018
3.7	Date RFP available to Bidders	Thursday 28th June 2018
3.8	Latest date / time RFP clarification questions shall be received through Emptoris messaging system	Thursday 26th July 2018 11:00
3.9	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through Emptoris	Friday 27th July 2018
3.10	Closing date and time for Bidder to request RFP documents	Thursday 2nd August 2018 11:00

3.12	Closing date and time for Bidder to submit their response ('**the deadline'**).	Friday 3rd August 2018 11:00
3.13	Clarifications (if required)	w/c Monday, 6th August 2018
3.14	Notification of proposed Contract award to unsuccessful bidders	Wednesday 15th August 2018
3.15	Anticipated Contract Award Date	~~Monday 27th August 2018~~ Tuesday 28th August 2018
3.16	Anticipated Contract Start Date	Monday, 3rd September 2018
3.17	Anticipated Contract End Date	Thursday, 3rd September 2020
3.18	Bid Validity Period	90 days

Section 4 – Specification and about this procurement

Executive Summary

The Office for Life Sciences (OLS) wish to procure a two year contract to produce annual updates to the health life sciences company dataset, report and associated products for 2018 and 2019.

1. Background

The Office for Life Sciences (OLS) is a joint unit of the Department for Business, Energy and Industrial Strategy (BEIS) and the Department of Health and Social Care (DHSC), with the objective of maximising the UK's strengths in science and research to support the development and adoption of 21st century health and life sciences technology, delivering the best health outcomes and increasing wider growth and prosperity.

OLS work with business, other Government Departments and executive agencies, UK Research and Innovation (UKRI), public health bodies and other partners to deliver the Government's Strategy for UK Life Sciences, and to create the conditions that allow businesses in their sectors to exploit the latest advances in science and technology. OLS influence and use their connections to maintain UK global leadership in health and life sciences. OLS work effectively with industries across these and closely related sectors, building and managing relationships with strategically important companies in their sector. OLS work supports increased inward investment, growth in exports, and resolution of problems that could lead to disinvestment.

OLS requires information on health life sciences companies in the UK to:

- develop and evaluate government strategies and policies, including the Life Sciences Industrial Strategy
- identify sector strengths and address weaknesses/barriers to help create the conditions for UK business success in life sciences
- monitor and map changes in the sector
- support the Department of International Trade's Life Sciences Organisation (LSO) to target their resources on new investment and trade opportunities for the UK
- produce an annual report 'Strength and Opportunity' which provides commentary on data and trends www.gov.uk/government/collections/bioscience-and-health-technology-database-annual-reports

In 2009, OLS decided to collect its own company information following a review which found that the Office for National Statistics (ONS) data, and other published data did not adequately reflect the changing UK life sciences sector, and in particular provide the granularity of information to support policy making.

OLS procured a contract to establish a life sciences company dataset that could address these data requirements. This was developed with input from stakeholders who helped identify companies and provided advice on the segmentation methodology. This dataset has since been maintained and updated annually (including in 2014 adding information on Government funding opportunities for health life sciences companies).

OLS now wishes to procure a two-year contract to produce annual updates to the health life sciences company dataset, report and associated products for 2018 and 2019.

2. Suggested Methodology

3.1 Scope

The scope of the project is outlined below. For each year:

1) Collect data on health life sciences companies in the UK which may be newly formed, newly operating in the life sciences sectors, or newly identified. Validate, analyse, and segment these companies according to OLS established methodology and segmentation – see below section 3.2 and the Annex A Segmentation for life sciences industry

2) Match companies with Dun & Bradstreet (D&B) and FAME datasets to collect additional information such as company status, employment, turnover etc. Previous methodology will be supplied to the successful contractor at the start of the contract

3) Production and delivery of an annual final matched master dataset for life sciences companies in Excel updated with the annual data.

4) Production and delivery of a time series database in Excel, for years up to and including 2018 and then 2019, in order to produce comparable analysis over time.

5) Provide analysis on each annual dataset to the same breadth, standards and scope as currently available in the 2017 published data (https://www.gov.uk/government/publications/bioscience-and-health-technology-database-annual-report-2017), including time series analysis is set out in section 3.2.5, and the OLS Tableau dataset including (not exhaustive):
    a. Total number of UK health life sciences companies, employment and turnover and breakdown by sectors, segments and regions
    b. Comparison of sectors and segments
    c. Analysis of trend set to provide growth figures using CAGR (compound annual growth rate)
    d. Analysis of year-on-year changes in the dataset between new and current years to fully understand what is causing the growth
    e. Analysis of company ownership
    f. Analysis of top segments in medtech, biopharma and digital
    g. Analysis of service and supply chain for sectors and segments
    h. Analysis of company births and deaths
    i. Maps showing UK distribution of all key measures
    j. Time series analysis of the above.

    The Tableau database visualisations and analysis will be made available to the successful contractor at the start of the contract
6) Provide a set of documents for publication, including:
    a. Strength and Opportunity Annual Report, including narrative and visualisations
    b. Strength and Opportunity charts and graphs spreadsheet
    c. Geographical data maps
    d. Strength and Opportunity annual dataset of all publically disclosable data in an Excel spreadsheet (the definition of ‘publically disclosable’ to be determined in conjunction with OLS)
    e. Infographics of the sector (minimum of four) representing an overview and each of biopharma, medtech and digital

7) Production of a Tableau workbook updated with the annual data including all the existing agreed visualisations. OLS may require new visualisations in discussion with the provider. Hosting Tableau, and any similar alternative if used, in order to use this deliverable is the responsibility of OLS.

The contractor is required to ensure appropriate security measures are in place for all data and products (see section 3.4 'Security'). All data and products derived remain the property of OLS and must be provided at contract closure in a usable and agreed format.

The successful bidder will be expected to:

- Apply their understanding of the UK and global health life sciences sector including new and emerging sub-sectors and technologies.
- Apply OLS methodology to analyse, validate and segment companies and apply processes to allocate turnover and employment to sites where appropriate – see validation and segmentation annexes below.
- Work closely and collaboratively with OLS, data partners and other stakeholders as required; data partners are integral to the annual data update providing new data and analysis of companies in their segments and regions. In agreement with OLS, communicate with stakeholders including regular meetings and respond to queries.

The scope of companies to be included in the database is outlined as follows:

- The database covers the geographical area of England and the Devolved Administrations of Northern Ireland, Scotland and Wales.
- Only companies that are a legal entity, conducting economic activity and have employees in the UK are included. Companies that are wholly or partially owned by non-UK entities are included.
- Where companies also carry out economic activity in sectors or segments that lie outside of the definitions of the sectors (medical technology, biopharmaceutical and digital), only that activity that is estimated to be within scope is included.

The two-year contract will cover the production of the 2018 and 2019 annual datasets, reports and associated products, with a break clause after each year.

3.2 Requirements

3.2.1. Creation of the annual dataset

This part of the project will involve collecting data on UK health life science companies, validating the data for accuracy, and analysing and segmenting the data according to agreed processes and categories, and updating the master spreadsheet / database.

Our dataset is made up of company and segmentation information gathered from the data partners as well as independent searches carried out by the current provider. These individual data sets have been cleansed, sorted, validated and rationalised into a single list of companies. A list of changes to the existing set of companies and new companies found, that should be added to the database was compiled and reviewed to create the final list of companies for which financial and employment information was sourced from the D&B and FAME databases.

Once this clean list of companies had been produced and the matching undertaken, the dataset was assessed and moderated to ensure consistency across the merged dataset.

Fields in the database should include, but not be limited to:

- Company name;
- Company website;
- Identifiers: unique database identifier, Company Registration Number (CRN) used in Companies House returns, D&B and FAME identifier;
- New: whether new to annual database;
- 'New Old': whether company new to annual database but previously in existence;
- Trading history: age of company, incorporation year, cessation information;
- Geographic information: Address, county, region, Local Enterprise Partnership (LEP) area;
- Segmentation information: codes and descriptors for database methodology; Standard Industry Classifications (SIC codes)
- Import and/or export flag;
- Ownership: country of ownership (from matched data)
- Employment: actual and banded (from matched data)
- Turnover: actual and banded (from matched data), proportion of activity within scope of project.

3.2.2 Company eligibility for inclusion

(i) Companies must fall within the high level scope as defined above in section 3.1 'Scope'.

(ii) Companies are *excluded* if the company is:

- not a legal entity i.e. registered at Companies House or otherwise verifiable; the company could be a sole trader or the name provided is a trading name and the company legal entity cannot be found;
- registered at Companies House but there is no website or it does not work and there is no address and so segmentation cannot be done;
- a charity;
- in veterinary or similar animal health;
- in industrial biotechnology;
- part of a university or the NHS – some appear to be companies but are actually departments;
- a manufacturer of common dentures or caps unless specialist that make reconstructive dental implants (post severe trauma or surgery);
- a science park, networking organisations or similar.

(iii) *Business activity* – companies must have at least 20% of their activity or turnover is in the bioharma or medtech sectors (see Annex A for further details). This is a judgement that depends on a number of sources including financial accounts, where available, and website analysis.

Examples of companies that are excluded at this stage can include:

- Equipment, engineering or infrastructure companies which may have one or more projects in the life sciences but they are not mentioned on their website and

cannot be independently verified.

- Professional service companies – legal firms often give a long list of sectors that they operate in of which one of many may be life sciences.

(iv) *Company status* – inactive companies are kept in the database and tagged but excluded from the headline figures. This data is sourced from D&B and FAME which registers the company "status" including dissolved, in liquidation and other indicators that suggest the company is not active.

These indicators show that a company that has an active website and a registered address can be classified as Inactive. These companies are often small and exclusion has limited impact on economic activity measures although obviously impact on the company numbers count.

Also included in the section are companies that have been acquired but the original legal entity is still in existence; in these instances employment and turnover should be assigned to the new parent.

3.2.3 Business segmentation

A comprehensive classification and segmentation methodology was designed in collaboration with data partners and industry experts.

At a high level, there are two sectors: biopharmaceuticals and medical technology, each of which is split into 'Core' and 'Service and supply'. In 2015 the classification system was updated to provide specific groupings for digital health and genomics.

At a more granular level, the segmentation scheme has three distinct elements:

(i) Segmentation of technology or service

This is a two level classification scheme with each level providing greater detail or definition. The top level (Level 0) analyses the technology or service into the two primary sectors, medical technology and biopharmaceutical. Previous versions have included medical biotechnology and industrial biotechnology. Subsequent levels (Levels 1 and 2) provide further analysis for each sector including digital health (see the segmentation tables in Annex A).

(ii) Segmentation of business activity

This classification identifies which elements of business activity a company primarily provides and includes: Research and Development (R&D, including Design, Manufacturing, Supply Chain and Services; and Sales/Distribution/Service/Repair.

(iii) Digital health, genomics and supply chain companies

In the 2015 update a new segmentation was introduced for digital health and a tagging system for companies working in genomics.

In the 2014 update a new segmentation scheme was introduced to enable a more detailed analysis of the life sciences service & supply chain (previously labelled as specialist suppliers or consultants).

The more granular segmentation is aggregated to form the higher level sectors.

In instances where a supply chain company supplies products and services to both the pharmaceutical and medical technology sector a judgement should be made on where the majority of the turnover is derived and the company classified under that sector. Recognising that this is an approximation the detailed analysis for the supply chain and services for these sectors should be carried out on the combined data.

See Annex A for detailed list of all segmentation codes currently in use.

Any amendments to the segmentation methodology, for instance to tag specific new or emerging sectors, would be agreed in discussion between OLS and the contractor. New segmentation for 2018 may include a flag for manufacturers or generic medicines; rare diseases; investment, exporting and business-to-business activity and for activity involving artificial intelligence (AI).

3.2.4 Matching process for employment, ownership and turnover data

Contractors will need to follow previously agreed and used processes for matching with datasets held by D&B and Bureau van Djke's FAME databases to add employment, ownership and turnover to the cleaned list of companies.

In 2015 we started using a new matching process identified by CBSL to deliver more accurate data which was continued into 2016, and CBSL will provide a narrative to describe the new process for future use.

D&B and FAME contracts are the responsibility of OLS.

3.2.5 Time series dataset

This part of the project will require production of a time series dataset, for years up to and including 2018 and then 2019. This will involve merging previous annual datasets and further adjustments to allow for comparable analysis over time.

For companies added to the database, data fields between 2009 and 2019 will be "back-filled" where appropriate.

Details of past changes to annual datasets and suggested methodology will be supplied to the contractor.

3.2.6 Annual Strength & Opportunity Report

This part of the project will require production of the annual Strength and Opportunity report on the size and shape of the UK life sciences sector including preparing infographics, narrative, tables and charts.

A publicly disclosable cut of the underlying data in an Excel spreadsheet should also be produced, in discussion with OLS, for publication on the BEIS website https://www.gov.uk/government/publications/bioscience-and-health-technology-database-annual-report-2017.

3.2.7 Tableau workbook

OLS currently uses Tableau to deliver a user-friendly tool to interrogate the company data and generate standard reports and visualisations. This will need to be updated with the annual data which maintains all the existing agreed visualisations. OLS may require new

visualisations in discussion with the provider.

Hosting Tableau in order to use the final deliverables is the responsibility of OLS.

3.2.8 Quality assurance

The contractor is expected to provide a suitable quality assurance plan, to be agreed by OLS. It is anticipated that this will include validation checks:

- Of companies/sites with activity (employment and/or turnover) above a sector-appropriate threshold. The threshold will be determined in discussion with the provider in the initial launch meeting for each annual cycle, based on the previous year's dataset.
- Of companies/sites with significant year-on-year changes.
- At industry, sector (split into core and service & supply, also including digital health and genomics) and regional level.
- For internal consistency between the final database and the published products, e.g. infographics and report narrative.

The contractor is expected to apply their knowledge to the life sciences industry, in conjunction with that of the data partners, to perform these validation checks. For large companies that have a wide range of activity across multiple sites, the contractor is expected to review individual company accounts to refine the allocation of economic data to sites and to source employment data.

Documentation should be provided to OLS detailing QA checks undertaken. Where data was flagged as unusual through QA checks and was determined to be accurate, this should also be documented to facilitate OLS's onward use of the dataset.

3.3 Management of the Agreement

This two-year contract will cover the production of the 2018 and 2019 annual datasets, reports and associated products, running from September 2018 to September 2020.

There will be a break clause after each year allowing OLS to terminate the contract if any significant issues arise, by giving five months' written notice to the contractor.

Given OLS's status as a joint unit between BEIS and DHSC and the nature of its close working relationship with DIT and the Medicines Healthcare Products Regulatory Agency (MHRA), an executive agency of DHSC, all deliverables resulting from this product will be available for use by BEIS, DHSC, DIT and MHRA colleagues. OLS will act as an intermediary liaison point should one be required.

3.4 Security

All data and products derived remain the property of OLS and must be provided at contract closure in a usable and agreed format.

3.5 Implementation

Delivery milestones for the 2018 dataset and report are detailed below.
We anticipate similar delivery milestones for the 2019 update, with these to be finalised in

the Spring / Summer of the preceding year.

Deliverable	Indicative timescale
Telecon with data partners	September 2018
Initiation of data collection process	September 2018
Annual update of company dataset concludes	End December 2018
Draft annual report completed	End January 2019
Delivery of final report including infographics, spreadsheets and all other documents ready for publication	End February 2019
Delivery of Tableau workbook and Excel master dataset	End February 2019

3.6 Required Interface with other Agencies or Services

Data partners are integral to the creation of a complete life sciences companies database, bringing knowledge from their respective regions and specialties. The contractor is expected to work collaboratively with these data partners both as a group (e.g. an initial teleconference) and bilaterally.

The current list of data partners can be found in Annex 2 of the 2017 Strength and Opportunity report at https://www.gov.uk/government/publications/bioscience-and-health-technology-database-annual-report-2017

In particular, the contractor is required to undertake matching with the D&B and FAME databases to determine employment and turnover. The contractor is expected to engage with these data partners to understand the definitions underpinning this data to achieve successful matching.

3. Deliverables

- Teleconference with data partners
- Data collection and annual update of the company dataset
- Provide a set of documents for publication, including:
    - Strength and Opportunity Annual Report, including narrative and visualisations
    - Strength and Opportunity charts and graphs spreadsheet
    - Geographical data maps
    - Strength and Opportunity annual dataset of all publically disclosable data in an Excel spreadsheet (the definition of ‘publically disclosable’ to be determined in conjunction with OLS)
    - Infographics of the sector (minimum of four) representing an overview and each of biopharma, medtech and digital

- Production of a Tableau workbook updated with the annual data including all the existing agreed visualisations. OLS may require new visualisations in discussion with the provider. Hosting Tableau, and any similar alternative if used, in order to use this deliverable is the responsibility of OLS.
- The contractor is required to ensure appropriate security measures are in place for all data and products.

The Contract duration shall be for a period of two years with a break clause after year one.

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 defined in the e-sourcing tool.

5.3. SELECTION questionnaire

5.3.1 The Selection questionnaire shall be marked against the following Selection pass / fail and scoring criteria.

5.3.2 The selection questionnaire shall be marked against the following Mandatory or discretionary pass / fail criteria.

Selection Pass/fail criteria		
Questionnaire	**Q No.**	**Question subject**
Selection Part A	SEL1.13	Contact details and declaration
Selection Part B	SEL2.2	Participation in a criminal organisation
Selection Part B	SEL2.3	Corruption
Selection Part B	SEL2.4	Fraud
Selection Part B	SEL2.5	Terrorist Offences or offences link to terrorist activities
Selection Part B	SEL2.6	Money laundering or Terrorist financing
Selection Part B	SEL2.7	Child Labour and other forms of trafficking in human

		beings
Selection Part B	SEL 2.8	Self cleaning
Selection Part B	SEL 2.9	Payment of tax or social security
Selection Part B	SEL 2.10	Cyber essentials
Selection Part B	SEL2.20	General Data Protection Act (GDPR)
Selection Part C	SEL3.2	Breach of environmental obligations
Selection Part C	SEL3.3	Breach of social obligations
Selection Part C	SEL3.4	Breach of labour law obligations
Selection Part C	SEL3.5	Bankruptcy
Selection Part C	SEL3.6	Guilty of grave professional misconduct
Selection Part C	SEL3.7	Distorting competition
Selection Part C	SEL3.8	Conflict of Interest
Selection Part C	SEL3.9	Prior involvement in procurement process
Selection Part C	SEL3.10	Prior performance of contract
Selection Part C	SEL3.11	Serious Misrepresentation
Selection Part C	SEL3.12	Withholding information
Selection Part C	SEL3.13	Unable to provide supporting documentation for ESPD
Selection Part C	SEL3.14	Influenced the decision making process
Selection Part D	SEL4.1	Audited accounts
Selection Part D	SEL4.2	Minimum financial threshold
Selection Part D	SEL4.3	Wider group / guarantee
Selection Part D	SEL4.4	Insurance
Selection Part E	SEL5.1	References
Selection Part E	SEL5.4	Compliance under Modern Slavery Act 2015
Selection Part E	SEL5.5	Health and Safety Policy
Selection Part E	SEL5.6	Enforcement/remedial orders in relation to the Health and Safety Executive
Selection Part E	SEL5.7	Breaching environmental legislation
Selection Part E	SEL5.8	Checking sub-contractors for infringement of environmental legislation
Selection Part E	SEL5.9	Unlawful discrimination
Selection Part E	SEL5.10	Checking sub-contractors for unlawful discrimination
Selection Part E	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. AWARD questionnaire

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

Award Pass/fail criteria		
Questionnaire	**Q No.**	**Question subject**
Commercial	AW1.1	Form of Bid
Commercial	AW1.2	Bid validity period
Commercial	AW1.3	Certificate of bona fide Bid
Commercial	AW4.1	Compliance to the Contract Terms
Commercial	AW4.2	Changes to the Contract Terms
Price	AW5.1	Maximum Budget
Commercial	AW5.5	E Invoice
Commercial	AW5.6	E Invoice implementation
Quality	AW6.1	Compliance to the Specification
-	-	Request for Proposal response – received on time within the e-sourcing tool
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.	

5.3.2 The Award questionnaire shall be marked against the following Award scoring criteria.

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.

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	30%
Quality	PROJ1.1	Approach / Methodology	25%
Quality	PROJ1.2	Understanding of the sector	5%
Quality	PROJ1.3	Project Plan	25%
Quality	PROJ1.4	Risk Management and Quality Assurance	15%

Award Evaluation of criteria

Non-Price elements

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

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

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

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

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

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

0	The Question is not answered or the response is completely unacceptable.
10	Extremely poor response – they have completely missed the point of the question.
20	Very poor response and not wholly acceptable. Requires major revision to the response to make it acceptable. Only partially answers the requirement, with major deficiencies and little relevant detail proposed.
40	Poor response only partially satisfying the selection 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) ÷ 4 = 60

Price elements will be judged 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 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 x 50 = 40)

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

5.4. Evaluation process

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

Stage	Summary of activity
Receipt and Opening	• RFP logged upon opening in alignment with UK SBS's procurement procedures. • Any RFP Bid received after the closing date will be rejected unless circumstances attributed to the Contracting Authority or the e-sourcing tool beyond the bidder control are responsible for late submission.
Compliance check	• Check all Mandatory requirements are acceptable to the Contracting Authority. • Unacceptable Bids maybe subject to clarification by the Contracting Authority or rejection of the Bid.
Scoring of the Bid	• Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the Selection criteria.
Clarifications	• The Evaluation team may require written clarification to Bids
Re - scoring of the Bid and Clarifications	• Following Clarification responses, the Evaluation team reserve the right to independently re-score the Bid and Clarifications and provide a commentary of their re-scoring justification against the Selection criteria.
Validation of unsuccessful Bidders	• To confirm contents of the letters to provide details of scoring and relative feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.

5.5. Award of Contract

5.5.1 UK SBS will inform all Bidders via e tendering tool of any intention to award a Contract. Following a minimum standstill period of 10 calendar days, subject to there being no substantive challenge to that intention, a Contract may be formally awarded to the successful Bidder.

5.5.2 All unsuccessful Bidders will be provided with an "unsuccessful letter "by email at the start of the standstill period notifying them of the outcome of the evaluation exercise. This will include details of:

5.5.2.1 the award criteria;

5.5.2.2 the score of the Bidder at award stage (where the Bidder is considered at award stage and has met all Mandatory pass / fail criteria at award stage);

5.5.2.3 the name of the successful Bidder/s and why that Bidder was successful;

5.5.2.4 the score for the successful Bidder/s against the criteria questions; and

5.5.2.5 the noted strengths and weaknesses of your submission against the characteristics and relative advantages of the successful bidder.

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 Health Life Sciences Database. The Contracting Authority is managing this procurement process in accordance with the Public Contracts Regulations 2015 (as may be amended from time to time) (the "Regulations"). This is a services Contract being procured under the OJEU Open Procedure

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

7.1.3 UK SBS and the Contracting Authority logo, trademarks and other identifying marks are proprietary and may not be incorporated in the Companies response without or the Contracting Authority's written permission.

7.1.4 The Bidder shall indemnify and keep indemnified UK SBS and the Contracting Authority against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Bidder of this document.

7.1.5 If there is any doubt with regard to the ambiguity of any question or content contained in this questionnaire then PLEASE ASK a clarification question, but please ensure that your question is via the formal clarification process in writing to the UK SBS representative nominated. No approach of any kind in connection with this opportunity should be made to any other person within, or associated with UK SBS or the Contracting Authority. All information secured outside of this named contact shall have no legal standing or worth and should not be relied upon.

7.1.6 It remains the responsibility of the Bidder to keep UK SBS and the Contracting Authority informed of any matter that may affect continued qualification

7.1.7 Prior to commencing formal evaluation, Submitted Responses will be checked to ensure they are fully compliant with the Pass / Fail criteria within the Evaluation model. Non-compliant Submitted Responses may be rejected by the Contracting Authority. Submitted Responses which are deemed by the Contracting Authority to be fully compliant will proceed to evaluation. These will be evaluated using the criteria and scores detailed in the matrix set out in Section 5.

7.1.8 Whilst it is the Contracting Authority's [and any relevant Other Public Bodies] intention to purchase the majority of its services under this Contract Arrangement from the Supplier(s) appointed this does not confer any exclusivity on the appointed Suppliers. The Contracting Authority and any relevant Other Public Bodies reserve the right to purchase any services (including those similar to the services covered by this procurement) from any Supplier outside of this Contract.

7.1.9 The Contracting Authority reserves the right not to conclude a Contract as a result of the current procurement process. Bidders should review the contents of Section 7 paragraph 7.8.1 when considering submitting their Response.

7.1.10 The services covered by this procurement exercise have NOT been sub-divided into Lots.

7.1.11 The Contracting Authority shall utilise the Crown Commercial Service (CCS – previously Government Procurement Service) Emptoris e-sourcing tool url https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp 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 access to the e-sourcing tool and problems with functionality within the tool may be submitted to Crown Commercial Service, Telephone 0345 010 3503.

7.1.12 Please utilise the messaging system within the e-sourcing tool located at https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp within the timescales detailed in Section 3. If you have any doubt as to what is required or will have difficulty in providing the information requested. Bidders should note that any requests for clarifications may not be considered by the Contracting Authority if they are not articulated by the Bidder within the discussion forum within the e-sourcing tool.

7.1.13 Bidders should read this document, RFx attachments, messages and the evaluation questionnaires carefully before completing the Response submission. Failure to comply with any of these instructions for completion and submission of the Submitted Response may result in the rejection of the Response. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the services and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.

7.1.14 All material issued in connection with this RFP shall remain the property of the Contracting Authority and/or as applicable relevant OPB and shall be used only for the purpose of this procurement. All Due Diligence Information shall be either returned to the Contracting Authority or securely destroyed by the Bidder (at the Contracting Authority's option) at the conclusion of the procurement

7.1.15 The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and the Conditions of Response.

7.1.16 The Bidder shall not make contact with any other employee, agent or consultant of UK SBS or the Contracting Authority or any relevant OPB or Customer who are in any way connected with this procurement during the period of this procurement, unless instructed otherwise by the Contracting Authority.

7.1.17 The Contracting Authority shall not be committed to any course of action as a result of:

7.1.18.1 issuing this RFP or any invitation to participate in this procurement ;

7.1.17.2 an invitation to submit any Response in respect of this procurement;

7.1.17.3 communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement; or

7.1.17.4 any other communication between UK SBS, the Contracting Authority and/or any relevant OPB (whether directly or by its agents or representatives) and any other party.

7.1.18 Bidders shall accept and acknowledge that by issuing this RFP the Contracting Authority shall not be bound to accept any Response and reserves the right not to conclude a Contract for some or all of the services for which Responses are invited.

7.1.19 The Contracting Authority reserves the right to amend, add to or withdraw all or any part of this RFP at any time during the procurement.

7.1.20 Bidders should not include in the Response any extraneous information which has not been specifically requested in the RFP including, for example, any sales literature, standard terms of trading etc. Any such information not requested but provided by the Bidder shall not be considered by the Contracting Authority.

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

7.2. Confidentiality

7.2.1 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:

7.2.1.1 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;

7.2.1.2 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;

7.2.1.3 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

7.2.1.4 Bidders shall not undertake any publicity activity within any section of the media in relation to this procurement

7.2.2 Bidders may disclose, distribute or pass any of the Information to the Bidder's advisers, sub-contractors or to another person provided that either:

7.2.2.1 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

7.2.2.2 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

7.2.2.3 The Bidder is legally required to make such a disclosure

7.2.3 In paragraphs 7.2.1 and 7.2.2 above the term 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.

7.2.4 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).

7.2.5 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.

7.2.6 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

7.2.7 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

- Emptoris Training Guide
- Emptoris e-sourcing tool
- Contracts Finder
- Tenders Electronic Daily

- Equalities Act introduction
- Bribery Act introduction
- Freedom of information Act

7.3 Freedom of information

7.3.1 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.

7.3.2 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.

7.3.3 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.

7.3.4 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.

7.3.5 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.

7.4. Response Validity

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

7.5. Timescales

7.5.1 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.

7.6. The Contracting Authority's Contact Details

7.6.1 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.

7.6.2 All enquiries with respect to access to the e-sourcing tool may be submitted to Crown Commercial Service, Telephone 0345 010 3503.

7.6.3 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.

7.7. Preparation of a Response

7.7.1 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.

7.7.2 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.

7.7.3 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.

7.7.4 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.

7.7.5 Bidders must ensure that each response to a question is within any specified word count. Any responses with words in excess of the word count will only be consider up to the point where they meet the word count, any additional words beyond the volume defined in the word count will not be considered by the evaluation panel.

7.7.6 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.

7.8. Submission of Responses

7.8.1 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.

7.8.2 The Contracting Authority may at its own absolute discretion extend the closing date and the time for receipt of Responses specified Section 3.

7.8.3 Any extension to the RFP response period will apply to all Bidders.

7.8.4 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.

7.8.5 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.

7.8.6 The Response and any documents accompanying it must be in the English language

7.8.7 Bidders must submit their response through the e-sourcing tool:

7.8.8 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.

7.8.9 Responses received after the date indicated in Section 3 shall not be considered by the Contracting Authority unless the Bidder can justify the reason for the delay.

7.8.9.1 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.

7.8.9.2 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.

7.8.9.3 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. Canvassing

7.9.1 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.

7.10. Disclaimers

7.10.1 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.

7.10.2 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:

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

7.10.2.2 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.

7.10.3 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.

7.11. Collusive behaviour

7.11.1 Any Bidder who:

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

7.11.1.2 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

7.11.1.3 enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Response; or

7.11.1.4 enters into any agreement or arrangement with any other party as to the amount of any Response submitted; or

7.11.1.5 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.

7.12. No inducement or incentive

7.12.1 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.

7.13. Acceptance of the Contract

7.13.1 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 60 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.

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

7.14. Queries relating to the Response

7.14.1 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 Emptoris or Crown Commercial Service system maintenance or failure, in this instance all clarifications shall be by email to the contact defined in Section 3.

7.14.2 The Contracting Authority will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time.

7.14.3 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.

7.14.4 No further requests for clarifications will be accepted after 7 days prior to the date for submission of Responses.

7.14.5 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.

7.14.6 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:

7.14.6.1 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

7.14.6.2 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.

7.14.7 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.

7.15. Amendments to Response Documents

7.15.1 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.

7.16. Modification and withdrawal

7.16.1 Bidders may modify their Response where allowable within the e-sourcing tool. No Response may be modified after the deadline for submission of Responses.

7.16.2 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

7.17. Right to disqualify or reject

7.17.1 The Contracting Authority reserves the right to reject or disqualify a Bidder where

7.17.1.1 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

7.17.1.2 the Bidder is guilty of serious misrepresentation in relation to its Response; expression of interest; or the Response process; and/or

7.17.1.3 there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder.

7.18. Right to cancel, clarify or vary the process

7.18.1 The Contracting Authority reserves the right to:

7.18.1.1 cancel the evaluation process at any stage; and/or

7.18.1.2 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),

7.19. Notification of award

7.19.1 The Contracting Authority will notify the successful Bidder of the Contract award in writing and will publish an Award Notice in the Official Journal of the European Union in accordance with the Regulations within 30 days of the award of the contract.

7.19.2 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.

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
"Bidders"	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 OJEU Contract Notice
"Contracting Authority"	A public body regulated under the Public Contracts Regulations on whose behalf the procuremetn is being run
"Customer"	means the legal entity (or entities) for which any Contract agreed will be made accessable to.
"Due Diligence Information"	means the background and supporting documents and information provided by the Contracting Authority for the purpose of better informing the Bidders responses to this Request for Proposal
"**EIR**"	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
FoIA	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
"Mandatory"	Means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
"OJEU Contract Notice"	means the advertisement issued in the Official Journal of the European Union
"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"	means the organisation awarded the Contract
" supplies /services/works "	means any supplies/services and supplies or works set out at within Section 4 Specification

Annex A – Segmentation for life sciences industry

Biopharmaceutical	
Code	**Description**
PBA	Antibodies
PBB	Therapeutic Proteins
PBC	Advanced Therapy Medicinal Products (ATMPs)
PBD	Vaccines
PBE	Small Molecules
PBF	Blood and Tissue Products
PBX	Supply Chain

Medical Technology	
Code	**Description**
MTA	Wound care and Management
MTB	In vitro diagnostic technology
MTC	Radiotherapy equipment
MTD	Medical Imaging/Ultrasound/and Materials
MTE	Anaesthetic and respiratory technology
MTF	Orthopaedic Devices
MTG	Cardiovascular and vascular devices
MTH	Neurology
MTI	Ophthalmic Devices/Equipment
MTJ	Dental and maxillofacial technology

MTK	Drug Delivery
MTL	Infection Control
MTM	Surgical Instruments (reusable)
MTN	Single use technology nec
MTO	Re-usable diagnostic or analytic equipment
MTP	Implantable devices nec
MTQ	Assistive Technology
MTR	Mobility Access
MTS	Hospital hardware including ambulatory
MTT	Digital Health
MTV	Education and Training
MTX	Supply Chain

Service & Supply Chain	
Code	**Description**
X1	Clinical Research Organisation
X2	Contract Manufacturing/Research Organisation
X3	Contract Formulation Manufacturing
X4	Assay developer
X5	Analytical Services
X6	Formulation/Drug delivery specialist
X7	Reagent, Equipment and consumables supplier
X8	Regulatory Expertise
X9	Patent and Legal specialist
X10	Logistics and Packaging
X11	Information systems specialists
X12	Tissue and Biomass
X13	Specialist consultants
X14	Contract design
X15	Training
X16	Recruitment
X17	Investment Companies
X18	Healthcare services

Digital Health			
Sub-segment code	**Short Description**	**Long description**	**Deloitte segment or example**
MTT1	Hospital information systems	Secondary health system-held medical record systems are electronic versions of traditional paper records – often abbreviated to EHR. Includes provider-provider communication systems, e-prescribing	Digitised Health systems – provider held digital records
MTT2	GP information systems	Primary health system-held medical record systems are electronic versions of traditional paper records – often abbreviated to EHR. Includes provider-provider communication systems, e-prescribing	Digitised Health systems – provider held digital records
MTT3	Social Alarms/Communications devices//bed-nurse call	Telecare - support and assistance provided at a distance using ICT, such as fall alarms and medicine management delivered over hardline or mobile platforms	Telehealthcare - Telecare
MTT4	Personal medical records	Systems for patients to hold their own medical information	Digitised Health systems – patient held digital records
MTT5	Telemed (medical monitoring) and telediag	Telehealth - the remote exchange of clinical data between a patient and their clinician delivered over hardline or mobile platforms. Includes video consultation and remote monitoring of health parameters such as blood pressure.	Telehealthcare - Telehealth
MTT6	E-health – data analytics	Software and infrastructure to enable analysis of health and medical Big data. Applications included: To support clinical decision-making: enabling clinicians to make evidence-based clinical decisions about patient care. Pathway design: using population level analysis to help redesign clinical pathways. Commissioning: developing standard frameworks and models for innovative commissioning/funding using patient outcomes and resource utilisation data for new and existing treatments. Drug assessment: the long term use of real world evidence	Heath Analytics – data analytics

		to support drug development and approval. Performance management: prioritising resource allocation and measuring key performance metrics to better manage finances within the healthcare system. Evidence based learning: using analytics to more effectively share best practice.	
MTT7	Digital Medical Electronics	Devices that conduct monitoring of body activity internal or externally, are wireless and incorporate sophisticated software that involves enables a high degree of operation independent of human intervention	e.g. Proteus digital pill, imaging pills, predictive intensive care monitoring stations (algorithms predict impending crisis).
MTT8	Professional Mobile health devices	Mobile devices that are applied in a clinically setting (can include embedded software or interface with independent software)	mHealth – applications – medical apps e.g. wearable electrocardiogram worn by patient at home for periods of days to detect heart arrhythmias
MTT9	Professional Mobile health services/apps	Clinically-led apps that manage medium to high confidentiality data (health data and personal medical records); these are used by clinicians, patients or hospital system reporting to aid prevention, diagnosis, and/or monitoring of disease	mHealth – applications – medical apps
MTT10	Consumer Mobile health devices	Consumer-led fitness and wellbeing devices that monitor basic body functions such as activity levels, heart rate and blood pressure	mHealth – wearables, applications -wellness/fitness
MTT11	Consumer Mobile health services/apps	Consumer-led fitness and wellbeing apps that handle low-confidentiality data (personal wellness and activity data) and are usually a consumer-driven purchase, includes services to store consumer data in the cloud and provide health advice based on the data	mHealth – wearables, applications -wellness/fitness

Genomics Segmentation (Tags)				
Main Tagging code	**Main Value chain activity**	**Description**	**Sub-tag code**	**Sub-tag chain activity**
Gena	Sampling	The process of collecting and packaging samples (e.g. saliva, blood). The kits used to collect DNA samples are fairly simple.	GenA1	Consumables
			GenA2	Patient acquisition
			GenA3	Samples storage
GenB	Sequencing	Decoding the order of the nucleotides in a genome. DNA sequencing on a large scale is done by high-tech machines	GenB1	Consumables
			GenB2	Instruments
			GenB3	Services
GenC	Analysis	The process to identify disease-causing variants, often run by bioinformatics software.	GenC1	Data cleansing
			GenC2	Variant Analysis
			GenC3	Database services
GenD	Interpretation	Taking analysed information and providing clinically useful interpretations and results	GenD1	Reporting
			GenD2	Link with EHRs
			GenD3	Tailoring results
GenE	Application	The process of directly using genomic information to improve targeting of clinical services	GenE1	Drug development
			GenE2	Clinical Services
			GenE3	Diagnostics
GenX	Activities not elsewhere classified	A segment where companies that are not clearly assigned to GenA-E should be placed. When this group becomes large it will be examined to see if new codes are required.	NA	NA