

Request for Proposal



Department for Science, Innovation & Technology

**Request for Proposal (RFP) on behalf of The Department for
Science, Innovation and Technology**

Subject: Regulatory Sandbox for Rendezvous Proximity Operations

Sourcing Reference Number: PS24242

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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>

Privacy Notice

YOUR DATA

The Contracting Authority will process the following personal data:

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

Purpose

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

Legal basis of processing

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

Recipients

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

Retention

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

Your Rights

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

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

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

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

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

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

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

International Transfers

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

Complaints

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

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

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

Contact Details

The data controller for your personal data is:

The Department for Science, Innovation & Technology (DSIT)

You can contact the Data Protection Officer at:

DSIT Data Protection Officer, Department for Science, Innovation & Technology, 22-26 Whitehall Place, London, SW1A 2EG. Email: dataprotection@dsit.gov.uk

Section 2 – About the Contracting Authority

Department for Innovation, Science & Technology (DSIT)

The Department for Science, Innovation and Technology (DSIT) brings together the relevant parts of the former Department for Business, Energy and Industrial Strategy and the former Department for Digital, Culture, Media and Sport. It drives innovation that will deliver improved public services, create new better-paid jobs and grow the economy.

DSIT is a ministerial department, supported by [14 agencies and public bodies](#).

Our responsibilities

- positioning the UK at the forefront of global scientific and technological advancement
- driving innovations that change lives and sustain economic growth
- delivering talent programmes, physical and digital infrastructure and regulation to support our economy, security and public services
- R&D funding

Section 3 – Working with the Contracting Authority

Section 3 – Contact details		
3.1.	Contracting Authority Name and address	Department for Science, Innovation and Technology (DSIT) 22 Whitehall, London, SW1A 2EG
3.2.	Buyer	Nicola Turner
3.3.	Buyer contact details	Nicola.Turner@uksbs.co.uk
3.4.	Maximum value of the Opportunity	<p>The maximum Contract value for the initial period of this Contract is £940,000.00 excluding VAT</p> <p>The total potential value of this Contract if all extension options are utilised is £1,940,000.00 excluding VAT</p> <p>This Contract is being let based on an initial period to 02/11/2024 – 31/03/2025, with an option to extend to 31/03/2026</p>
3.5.	Process for the submission of clarifications and Bids	<p>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. Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid <u>not</u> being considered, unless formally advised to do so by UKSBS.</p>

Section 3 - Timescales		
3.6.	Date of posting of Contract advert to Find a Tender and Contracts Finder	Monday 7 th October 2024
3.7.	Latest date / time RFP clarification questions shall be received through the eSourcing Portal	Thursday 31 st October 2024 @ 11:00am
3.8.	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through the J eSourcing Portal	Monday 4 th November 2024
3.9.	Latest date and time for Bidder to request access to the RFP documents	Monday 11 th November 2024 @ 10:00am
3.10.	Latest date and time RFP Bid shall be submitted through the eSourcing Portal (the Deadline)	Monday 11 th November 2024 @ 11:00am

3.11.	Anticipated notification of proposed Contract award to unsuccessful bidders	Thursday 14 th November 2024
3.12.	Anticipated Contract Award Date	Monday 25 th November 2024
3.13.	Commencement of Contract	Monday 2 nd December 2024
3.14.	Completion of Contract	31 st March 2025 with an option to extend for an additional 12 months to 31 st March 2026
3.15.	Bid Validity Period	90 Days

Section 4 – Specification and about this Procurement

Introductions

The UK Government is implementing a wide-ranging package of space regulatory reforms, identified in the Space Regulatory Review (May 2024). This tender is to establish a Rendezvous Proximity Operations (RPO) Sandbox, which is a part of these wider reforms and will help provide operators with greater regulatory certainty and an UK appropriate regulatory framework. The Sandbox will support the UK's ambitions in securing a world-leading position in this emerging technology area to drive growth and enable innovation and ensure that the new and existing technology can be adopted safely.

Policy Context to The Requirement

The UK has a reputation for global leadership in licensing spaceflight operations and was the first country in the world to license Active Debris Removal (ADR) demonstration missions. The UK has stood up an independent regulator for space in the Civil Aviation Authority (CAA) and has a modern and flexible regulatory framework established in the Outer Space Act 1986, Space Industry Act 2018 and Space Industry Regulations 2021.

UK national legislation provides a high-level enabling framework to support the regulation of safe, secure and sustainable missions, governed by orbital operator licences. These licences can enable a range of space missions, from satellites operating in orbit, to operations to remove, refuel and service satellites and activities Beyond Earth Orbit, such as lunar orbiters. However, the Review and feedback from the sector has identified a gap in testing of the UK's regulatory framework to ensure it is flexible and robust for future novel RPO missions.

RPO are missions which involves the ability or operation of two (or more) independent space objects that purposefully manoeuvre to within close "proximity" of each other, via various rendezvous techniques. For example, any servicing activities such as maintenance or refuelling.

Establishing a regulatory sandbox for RPO, led by the CAA, will create an appropriate environment where regulators, Government stakeholders, and industry can define and reduce risks; deepen shared understandings of new technology; make effective use of existing regulation; and identify the need for additional provisions.

The Requirement, expected outputs and recommended approach

Overview

The Supplier will work with the CAA, DSIT, UKSA and other partners to run a Sandbox to evaluate specific regulations or policies to inform the design of appropriate regulatory policy for RPO missions or related activities; support improvement to the regulatory service offered to businesses to help them secure regulatory approval and reach market; and to develop best practices e.g. for compliance. The Sandbox will

test novel and innovative mission types and will use an iterative delivery approach to ensure that mission designs and testing evolves with continuous lessons learned.

It will be difficult to precisely outline a detailed work package at the start of the project, however, the Objectives, Outline Project Plans and expected Outputs are defined below.

Objectives

The Sandbox aims to achieve the following objectives:

#	SMART objective	Provisional metric(s) and targets
1	Identify existing best practice and assess these against the UK regulatory framework. Understand industry requirements for policy clarification and regulatory gaps and barriers, and opportunities. Based on these, inform recommendations for changes to space regulatory policy, regulatory guidance, sector engagement, enforcement models, and best practices	Evidence gathered during the sandbox is used to make recommendations and conclusions for the relevant areas (this may include recommending that regulatory policy stay the same). In the case that the Sandbox does not identify any issues, then a Conclusion report will highlight areas tested and provide detailed analysis justifying this conclusion.
2	Map out the mission profile for RPO missions against the existing and developing licensing framework and identify and implement changes to facilitate the licensing of such missions. Inform compliance and monitoring methods, approaches to RPOs and best practices across a range of activities including manoeuvring assets safely and streamlining licensing approvals. Ensure a pro-innovation approach to licensing, securing resource in the CAA to engage with operators on a range of novel mission types. Explore and implement digital approaches that can support the sandbox approach.	Qualitative feedback from stakeholder interviews after Phase 1: asking for feedback on the licensing process.
		Potential quantification: number of requests for further information from the regulator.
		Number of RPO missions conducted which interface with UK Regulatory framework.
3	Support development of international frameworks (or the refinement of existing frameworks) and ways of working for future novel missions, working towards resolving uncertainty around liability.	At least 1 international framework or additional bilateral agreement following the sandbox that builds on evidence produced in the sandbox
		Potential quantification: Number of follow-on projects with international partners that build on the sandbox
4	Identify key risks arising from such missions from a safety, security sustainability perspective and identify potential de-risking strategies for these.	Qualitative evidence from stakeholder interviews: did the Sandbox findings/recommendations contribute to increased certainty for insurers?
5	Provide regulatory certainty mission type risks and mitigation strategies in the RPO sector to improve confidence of operators/investors and insurers. Provide greater certainty for the insurance sector.	Qualitative evidence from stakeholder interviews: did the Sandbox findings/recommendations contribute to increased confidence by RPO operators and/or investors?

Indicative timeline of activities

The appointment offer will be confirmed by 25th November 2024.

The work will commence by 2nd December 2024.

Due to timing and budgetary pressures, there will be a condensed and ambitious delivery staging plan. There may also be additional ITTs issued to support the work of this ITT, including a separate ITT issued in September 2024 for a Landscape Review to produce a report analysing and comparing UK regulatory framework with others as a baseline for the Sandbox to test against.

This plan runs for 18 months, with key Gateway decision points to ensure the project remains viable, achievable and within budget. However, it should be noted that budget has only been secured for Stage One and work is ongoing internally to secure additional funding for FY 25/26.

Given the novelty of the Sandbox, it is vital that the delivery approach maximises a continuous learning approach to iterate the missions tested. The outline delivery plan, with identified milestones and outputs may change as the project is delivered and lessons are learnt, however, it is proposed that the work be structured as follows:

Project Point	Timing	Milestones	Outputs
Stage One (De-scoped)	Oct24 – Mar25 Circa 5 months	M1a. Targeted Landscape study (Separate ITT issued)	O1a. Outline of existing RPO laws, regulations and policies in force or in development. HMG's interpretation of the UK's international obligations. Assessment of other legislative and regulatory frameworks against the UK's legislative and regulatory framework. O1b. Identification of scope of mission context and early identification of key asks for the policy direction. O1c. Assessing interface between regulatory framework and commercial contracting to identify gaps and opportunities.
		M1b. Targeted Mission concept definition	O1d. Product requirements for full-scope and de-scope O1e. Minimum Viable Product defined
		M1c. Digital Engineering Review	O1f. Plan and assessment of timeline and approach to identify possible early areas for development.
		M1d. Iterative Simulation	O1g. Identification of key bottlenecks, areas of uncertainty and areas that could be de-risked.
		M1e. – Opportunities for improvement	O1h. Recommendations for an optimal RPO licensing regime.
Gateway One	Mar25	M1f. Decision to Progress	O1i. Lessons Learned and recommendations for Stage Two, including scope of products O1j. Assessment of progress against business case for a decision to progress
Stage Two (1 or 2 fuller scoped Missions)	Apr25-Dec25 Circa 9 months	M2a. Confirm Landscape	O2a. Extensive compendium of global existing RPO laws, regulations, and policies in force or in development. HMG's interpretation of the UK's international obligations.
		M2b. Define Mission Concepts	O2b. Two or three complex mission concepts defined (number and types of missions TBC following Stage One), including launch vehicle, location, in-orbit activities, and end-of-life. O2c. Determination of in-scope products

		M2c. Extensive Simulation	O2d. Identification of key bottlenecks and areas of risks and uncertainty
		M2d. Opportunities for Improvement	O2e. Recommendations for an optimal RPO licensing regime.
Gateway Two	Dec25	M2e. Approval of Lessons learned	O2f. Lessons Learned and recommendations for Stage Two, including scope of products O2g. Assessment of progress against business case for a decision to progress
Stage Three	Dec25-Mar26	M3a. Digital Twin	O3a. Verification/validation of outputs from sandbox discussion in a digital simulation – to give regulator confidence in proposed way forward.
		M3b. Ground Testing	O3b. Verification/validation of findings from sandbox in physical ground testing demonstration. Intent for regulator to sign off approach to consider its application to future licences.
Project Close	Mar26	M3c. Project close and lessons captured	O3c. Lessons learned and recommendations captured.

Monitoring & Evaluation

Bidders will be expected to demonstrate an understanding of the Monitoring & Evaluation requirements including providing KPIs to the CAA and DSIT as requested and cooperating with stakeholder interviews to be carried out by DSIT after each stage of the work.

Monitoring

The supplier is expected to cooperate with the collection of monitoring data, providing monitoring information to DSIT and/or the CAA where requested by DSIT or the CAA. The provisional list of KPIs for the project is below for transparency (n.b. this may change as Stage One progresses).

Key Performance Indicator	Frequency of data collection	Who will collect data	Reason for inclusion
Evidence gathered during the sandbox is used to make recommendations for regulatory policy in these areas (eg. Guidance, compliance, enforcement etc)	During stakeholder interviews as part of evaluation (March 2025 onwards)	DSIT / evaluators	Associated to SMART objective 1
Qualitative feedback from stakeholder interviews after Phase 1: asking for feedback on the licensing process	During stakeholder interviews as part of evaluation (March 2025 onwards to establish baseline, but effects not expected until later)	DSIT / evaluators	Associated to SMART objective 2
Licensing approvals: user feedback suggesting good customer experience	Annually starting March 2026	CAA	Associated to SMART objective 2
Number of requests for further information from the regulator.	Measured annually from 2 years after end of funding period	CAA	Associated to SMART objective 2

Influences or leads to the creation of at least 1 international framework or agreement following the sandbox that builds on evidence produced in the sandbox or implements its recommendations.	Annually starting March 2026	DSIT	Associated to SMART objective 3
Number of follow-on projects with international partners that build on the sandbox	Annually starting March 2025	CAA	Associated to SMART objective 3
Number of RPO missions conducted which interface with UK Regulatory framework.	Annual starting March 2026	CAA	Associated to SMART objective 2
Qualitative evidence from stakeholder interviews: did the Sandbox findings/recommendations contribute to increased certainty for insurers, RPO operators and investors?	During evaluation/lessons learnt exercise from March 2025	Evaluators	Associated to SMART objective 4 and 5

Evaluation

DSIT intends to conduct a light-touch process evaluation for Stage One, starting either at or before 'Gateway One', which will include interviews with key stakeholders in the programme. We expect that this will include project managers and other personnel from the bidder. Therefore, a willingness to participate in these interviews is expected. Other reasonable requests may be made to the supplier to share information with DSIT to contribute to this evaluation.

Further monitoring & evaluation plans will be developed depending on the approval of Stages Two and Three of the programme.

Contract management

The project will be overseen by a project team with representatives from DSIT and the supplier. In addition to setting the expectations in the project initiation meeting, the DSIT representatives will also comment on any draft deliverables of the project, which the contractor will have to take on board.

The supplier will also consult the project team regarding crucial decisions on the project and send a weekly written update to the project team.

Meetings shall either take place virtually, at the supplier's premises or at DSIT's offices at 22 Whitehall, London.

GDPR compliance

Wherever personal data processing, sharing and collection is involved, the Supplier will be required to comply with GDPR requirements. For personal data, all necessary steps should be taken to:

- Ensure that storage and handling of the data is in line with data protection ethics and the law.
- Depersonalise data where necessary e.g. for publication or presentation.

Protection of information & security arrangements:

The supplier is required to implement appropriate arrangements for data security at all times. Such procedures must meet the General Data Protection Regulation and the Data Protection Act 2018. Processes should be in place for data being submitted by clients and audit firms and safeguard against data loss, including appropriate risk management procedures. The Department reserves the right to vary the contract to ensure compliance with DPA 2018.

The work will attempt to avoid the collection of personal data (only where unavoidable). Only anonymised responses and analysis will be provided to the Department.

Quality assurance

The Supplier must undertake appropriate quality assurance of all deliverables and guarantee the accuracy of all outputs to the Department.

The Supplier is required to provide details of the quality assurance. All raw data must be provided to the Department. During the project, the Supplier will also be required to detail what quality assurance processes they have undertaken during the research.

The Department may also conduct its own quality assurance, so will require access to all underlying data sources. The Supplier will work closely with the customer, responding to any additional requests for information that may be required to conduct the quality assurance. The Supplier is responsible for ensuring delivery of error free reports and any other datasets used. If any errors are found in reports up to a year after the contract has ended then the Supplier is responsible to rectify those errors and provide corrected products to the Department, at no cost to the Department.

Publication

The department reserves the right to publish any other relevant documents associated this work.

Period of Contract:

The contract shall have an initial contract end date of 31 March 2025 or until the contractor satisfactorily delivers the requirement. There will be a Gateway point where a decision will be made on extending the contract to 31 March 2026. The Department reserves the right to extend the contract by a further 12 months purely at the discretion of the Department.

Price and Payments:

As part of the response to this procurement, under Question AW5.2 Bidders will be asked to provide their maximum rates that will be applicable for this Contract.

All rates provided within this schedule will be fixed rates for the full potential duration of this Contract (31/03/2026). Any payment conditions applicable to the prime contractor must also be replicated with sub-contractors.

A breakdown of billable days or hours of work undertaken the previous week must be provided by the supplier promptly each week, along with the relevant invoice, to assist DSIT cost control and payment processes.

DSIT's target is to pay all approved invoices within a maximum period of 10 days.

Payment Milestones

Payment milestones have been set out in the indicative timelines above. Payment of these milestones will be made upon delivery of the specified activities. The timing of this delivery may diverge from the indicative timeline provided. Details of the value of these milestones is set out below:

Milestones	Sub-activities	Delivery Date
Milestone 1	Milestone1a, 1b, 1c, 1d and 1e	March 2025
Milestone 2	Milestone 2a, 2b, 2c, 2d and 2e	December 2025
Milestone 3	Milestone 3a, 3b and 3c	March 2026

Consortium Bids and Subcontracting

In the case of a consortium tender only one submission covering all of the partners is required but consortia are advised to make clear the proposed role that each partner will play in performing the contract as per the requirements of the specification. We expect the bidder to indicate who in the consortium will be the lead contact for this project, and the organisation and governance associated with the consortia.

If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided.

Should Bidders intend to sub-contract any element of their work, they must provide details as to how they will manage any sub-contractors and the nature of the work that will be subcontracted.

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

Selection Pass/fail criteria		
Evaluation Envelope	Q No.	Question subject
Qualification Questionnaire Part 1: Potential Supplier Information		
Section 1	1.1(a) – p	Contact details
Qualification Questionnaire Part 2: Exclusion Grounds		
Section 1	1.2 (a)(i)	Administration, Management, supervisory body convictions
	1.2(a)(ii)	Participation in a criminal organisation
Section 1	1.2 (a) - (iii)	Corruption
Section 1	1.2 (a) - (iv)	Terrorist Offences or offences link to terrorist activities
Section 1	1.2 (a) - (v)	Money laundering or Terrorist financing
Section 1	1.2 (a) - (vi)	Child Labour and other forms of trafficking in human beings
Section 1	1.2 (a) - (vii)	Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales or Northern Ireland.
Section 2	2.1(a) (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
Qualification Questionnaire Part 3: Selection Questions		
Section 4	4.1(a)	Financial statements filed with Companies House
Section 4	4.1(b)	Detailed accounts
Section 4	4.1(c)	Annual Turnover profit and loss accounts etc..
Section 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	Information Security
Part 3	SEL2.18	Supply Chain Transparency
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

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

Award Pass / Fail criteria		
Evaluation Envelope	Q No.	Question subject
Qualification	AW1.1	Form of Bid
Qualification	AW1.2	Bid validity period
Qualification	AW1.3	Certificate of bona fide Bid
Qualification	AW3.2	Conflict of Interest Declaration
Qualification	AW3.2.1	Conflict of Interest Declaration Supporting Information
Qualification	AW4.1	Compliance to the Contract Terms
Qualification	AW4.2	Changes to Contract Terms
Qualification	AW6.1	Compliance to the Specification
Commercial	AW5.3	Fixed Rates
Commercial	AW5.4	Maximum Budget
-	-	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.		

- 5.4.2. The Award stage of due process shall be marked against the following Award scoring criteria.
- 5.4.3. The evaluation model below shall be used for this RFP which will be determined to two decimal places.
- 5.4.4. Questions marked ‘for information only’ do not contribute to the scoring model.
- 5.4.5. 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 criterion 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	Rates	10.00%	10.00%
Technical	PROJ1.1	Understanding the Requirement	90.00%	25.00%
Technical	PROJ1.2	Skill, Expertise and Capacity		32.50%
Technical	PROJ1.3	Methodology and Delivery Plan		22.50%
Technical	PROJ1.4	Social Value		10.00%

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.
<p>All questions will be scored based on the above mechanism. As there will be multiple evaluators their individual scores and commentary will be recorded, then a consensus meeting will be convened by the evaluators to determine your score. Note this will include a chairperson or lead and all evaluators are of equal status.</p> <p>Example Evaluator 1 scored your bid as 60 Evaluator 2 scored your bid as 60 Evaluator 3 scored your bid as 40</p> <p>The convened meeting came to a consensus that the final recorded score to given to your submission against this question should be 60, with the justification and reasons for this score recorded.</p> <p>Once the consensus process has been finalised, all justifications recorded and all non-priced scores are agreed, this will then be subject to an independent commercial moderation review.</p>	
Commercial Elements will be evaluated on the following criteria.	
<p>Price will be evaluated using proportionate pricing (lowest bid / bid mark). A bidder's score will be based on the lowest total score received divided by their total cost and then multiplied by the marks available.</p> <p>For example, if the total basket price for three bid responses is received and Bidder A has quoted £50,000 as their total price, Bidder B has quoted £80,000 and Bidder C has quoted £100,000 then the calculation will be as follows:</p> <p>(Maximum marks available in this example being 12.5)</p> <p>Bidder A Score = $50000/50000 \times 12.5 = 12.5$</p> <p>Bidder B Score = $50000/80000 \times 12.5 = 7.81$</p> <p>Bidder C Score = $50000/100000 \times 12.5 = 6.25$</p> <p>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.</p> <p>The lowest score possible is 0.</p>	
The scores achieved for the Non-Commercial and Commercial Criteria will be combined to give a bidders total score and ranking.	

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

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

Stage	Summary of activity
Receipt and Opening	<ul style="list-style-type: none"> RFP logged upon opening in alignment with UKSBS's procurement procedures. 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.
Compliance check	<ul style="list-style-type: none"> Check all Mandatory requirements are acceptable to the Contracting Authority. Unacceptable Bids maybe subject to clarification by the Contracting Authority or rejection of the Bid.
Scoring of the Bid	<ul style="list-style-type: none"> Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the criteria. The bid may be subject to moderation as advised in the criteria section, prior to any award decision.
Clarifications	<ul style="list-style-type: none"> The Evaluation team may require written clarification to Bids
Re - scoring of the Bid and Clarifications	<ul style="list-style-type: none"> Following Clarification responses, the Evaluation team reserve the right to independently re-score the Bid and Clarifications and provide a commentary of their re-scoring justification against the Selection and / Award criteria.
Moderation meeting (if required to reach an award decision)	<ul style="list-style-type: none"> To review the outcomes of the Commercial review To agree final scoring for each Bid, relative rankings of the Bids To confirm contents of the Standstill letters to provide details of scoring and relative feedback on the unsuccessful Bidders response in comparison with the successful Bidders response
Due diligence of the Bid	<ul style="list-style-type: none"> the Contracting Authority may request the following requirements at any stage of the Procurement: <ul style="list-style-type: none"> Submission of insurance documents from the Bidder

	<ul style="list-style-type: none"> ○ Request for evidence of documents / accreditations referenced in the / Request for Proposal response / Bid and / or Clarifications from the Bidder ○ Taking up of Bidder references from the Bidders Customers. ● Financial Credit check for the Bidder
Validation of unsuccessful Bidders	<ul style="list-style-type: none"> ● To confirm contents of the letters to provide details of scoring and meaningful feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.

Section 6 – Evaluation Response Questionnaires

6.1. Qualification / Selection Questionnaire

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

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

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

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

6.2. Technical and Commercial Questionnaire

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

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

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

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 7 – General information

7.1. Introduction

- 7.1.1. The Contracting Authority wishes to establish a Contract for the provision of Regulatory Sandbox for Rendezvous Proximity Operations. 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
- 7.1.2. The Contracting Authority is procuring the Contract for its exclusive use.
- 7.1.3. 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.
- 7.1.4. 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.
- 7.1.5. 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 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.
- 7.1.6. It remains the responsibility of the Bidder to keep UKSBS and the Contracting Authority informed of any matter that may affect continued qualification.
- 7.1.7. Prior to commencing formal evaluation, Submitted Responses will be checked to ensure they are fully compliant with the Pass / Fail criteria within the Evaluation model. Non-compliant Submitted Responses may be rejected by the Contracting Authority. Submitted Responses which are deemed by the Contracting Authority to be fully compliant will proceed to evaluation. These will be evaluated using the criteria and scores detailed in the matrix set out in [Section 5](#).
- 7.1.8. Whilst it is the Contracting Authority’s intention to purchase the majority of its services under this Contract Arrangement from the Supplier(s) appointed this does not confer any exclusivity on the appointed Suppliers. The Contracting Authority reserve the right to purchase any services and services (including those similar to the services covered by this procurement) from any Supplier outside of this Contract.
- 7.1.9. The Contracting Authority reserves the right not to conclude a Contract as a result of the current procurement process. Bidders should review the contents of Section 7 paragraph 7.8.1 when considering submitting their Response.
- 7.1.10. The services covered by this procurement exercise have NOT been sub-divided into Lots.
- 7.1.11. The Contracting Authority shall utilise the 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

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/>

- 7.1.12. 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.
- 7.1.13. 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.
- 7.1.14. All material issued in connection with this RFP shall remain the property of the Contracting Authority and shall be used only for the purpose of this procurement. All Due Diligence Information shall be either returned to the Contracting Authority or securely destroyed by the Bidder (at the Contracting Authority's option) at the conclusion of the procurement.
- 7.1.15. The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abide by the terms of these instructions and the Conditions of Response.
- 7.1.16. The Bidder shall not make contact with any other employee, agent or consultant of 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.
- 7.1.17. The Contracting Authority shall not be committed to any course of action as a result of:
 - 7.1.17.1. issuing this RFP or any invitation to participate in this procurement ;
 - 7.1.17.2. an invitation to submit any Response in respect of this procurement;
 - 7.1.17.3. communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement; or
 - 7.1.17.4. any other communication between UKSBS or the Contracting Authority (whether directly or by its agents or representatives) and any other party.

- 7.1.18. Bidders shall accept and acknowledge that by issuing this RFP the Contracting Authority shall not be bound to accept any Response and reserves the right not to conclude a Contract for some or all of the services for which Responses are invited.
- 7.1.19. The Contracting Authority reserves the right to amend, add to or withdraw all or any part of this RFP at any time during the procurement.
- 7.1.20. Bidders should not include in the Response any extraneous information which has not been specifically requested in the RFP including, for example, any sales literature, standard terms of trading etc. Any such information not requested but provided by the Bidder shall not be considered by the Contracting Authority.
- 7.1.21. If the Bidder is a consortium, the following information must be provided: full details of the consortium; and the information sought in this RFP in respect of each of the consortium's constituent members as part of a single composite response. Potential Providers should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium as indicated in the relevant section of the selection questionnaire SEL1.9 specifically refers. If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided as indicated in the relevant section of the RFP. However, please note the Contracting Authority reserves the right to require a successful consortium to form a single legal entity in accordance with regulation 19(6) of the Regulations. The Contracting Authority recognises that arrangements in relation to consortia may (within limits) be subject to future change. Potential Providers should therefore respond in the light of the arrangements as currently envisaged. Potential Providers are reminded that any future proposed change in relation to consortia must be notified to the Contracting Authority so that it can make a further assessment by applying the selection criteria to the new information provided and consider rejection of the Response if the Contracting Authority reasonably consider the change to have a material impact of the delivery of the viability of the Response.

7.2. Bidder conference

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

7.3. Confidentiality

- 7.3.1. Subject to the exceptions referred to in paragraph 7.3.2, the contents of this RFP are being made available by the Contracting Authority on condition that:
 - 7.3.1.1. Bidders shall at all times treat the contents of the RFP and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
 - 7.3.1.2. Bidders shall not disclose, copy, reproduce, distribute, or pass any of the Information to any other person at any time or allow any of these things to happen;
 - 7.3.1.3. Bidders shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Response; and
 - 7.3.1.4. Bidders shall not undertake any publicity activity within any section of the media in relation to this procurement
- 7.3.2. Bidders may disclose, distribute, or pass any of the Information to the Bidder's advisers, sub-contractors or to another person provided that either:

- 7.3.2.1. This is done for the sole purpose of enabling a Response to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Bidder; or
 - 7.3.2.2. The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract arising from it; or
 - 7.3.2.3. The Bidder is legally required to make such a disclosure
- 7.3.3. In paragraphs 7.3.1 and 7.3.2 above the term 'person' includes but is not limited to any person, firm, body, or association, corporate or incorporate.
- 7.3.4. 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).
- 7.3.5. All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.

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

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

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

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

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

USEFUL INFORMATION LINKS

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

7.4. Freedom of information

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

7.5. Response Validity

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

7.6. Timescales

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

7.7. The Contracting Authority's Contact Details

- 7.7.1. Unless stated otherwise in these Instructions or in writing from 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.
- 7.7.2. 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.

7.8. Preparation of a Response

- 7.8.1. Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Responses. Bidders are solely responsible for all costs, expenses and other liabilities arising in connection with the preparation and submission of their Response and all other stages of the selection and evaluation process. Under no circumstances will 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.
- 7.8.2. Bidders are required to complete and provide all information required by the Contracting Authority in accordance with the Conditions of Response and the Request for Proposal. Failure to comply with the Conditions and the Request for Proposal may lead the Contracting Authority to reject a Response.
- 7.8.3. The Contracting Authority relies on Bidders' own analysis and review of information provided. Consequently, Bidders are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Responses and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement.
- 7.8.4. Bidders must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding their Responses, without reliance upon any opinion or other information provided by the Contracting Authority or their advisers and representatives. Bidders should notify the Contracting Authority promptly of any perceived ambiguity, inconsistency, or omission in this RFP, any of its associated documents and/or any other information issued to them during the procurement.
- 7.8.5. Bidders must ensure that each response to a question is within any specified page limit. Any responses with pages in excess of the page limit will only be consider 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.

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

7.9. Submission of Responses

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

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

7.10. Canvassing

- 7.10.1. Any Bidder who directly or indirectly canvasses any employee, or agent of 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.

7.11. Disclaimers

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

7.12. Collusive behaviour

- 7.12.1. Any Bidder who:
- 7.12.1.1. fixes or adjusts the amount of its Response by or in accordance with any agreement or arrangement with any other party; or
 - 7.12.1.2. communicates to any party other than 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
 - 7.12.1.3. enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Response; or
 - 7.12.1.4. enters into any agreement or arrangement with any other party as to the amount of any Response submitted; or
 - 7.12.1.5. offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to

any party for doing or having done or causing or having caused to be done in relation to any other Response or proposed Response, any act or omission, shall (without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability which such conduct by a Bidder may attract) be disqualified.

7.13. No inducement or incentive

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

7.14. Acceptance of the Contract

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

7.15. Queries relating to the Response

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

- 7.15.6.2. request the Bidder, if it still considers the query to be of a commercially confidential nature, to withdraw the query prior to the end of the closing date and time for Bidder clarifications.

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

7.16. Amendments to Response Documents

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

7.17. Modification and withdrawal

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

7.18. Right to disqualify or reject

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

7.19. Right to cancel, clarify or vary the process

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

7.20. Notification of award

- 7.20.1. The Contracting Authority will notify the successful Bidder of the Contract award in writing and will publish an Award Notice in Find a Tender in accordance with the Regulations within 30 days of the award of the contract.
- 7.20.2. As required by the Regulations all successful and unsuccessful Bidders will be provided with an email advising the outcome of the submission of their RFP response.

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

DO:

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

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

7.21.12. Do check and recheck your Bid before dispatch.

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

DO NOT

- 7.22.1. Do not cut and paste from a previous document and forget to change the previous details such as the previous buyer's name.
- 7.22.2. Do not attach 'glossy' brochures that have not been requested, they will not be read unless we have asked for them. Only send what has been requested and only send supplementary information if we have offered the opportunity so to do.
- 7.22.3. Do not share the Procurement documents, they may be confidential and should not be shared with anyone without the Buyers written permission.
- 7.22.4. Do not seek to influence the procurement process by requesting meetings or contacting 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.
- 7.22.5. Do not contact any UKSBS staff or the Contracting Authority staff without the Buyers written permission or we may reject your Bid.
- 7.22.6. Do not collude to fix or adjust the price or withdraw your Bid with another Party as we will reject your Bid.
- 7.22.7. Do not offer UKSBS or the Contracting Authority staff any inducement or we will reject your Bid.
- 7.22.8. Do not seek changes to the Bid after responses have been submitted and the deadline for Bids to be submitted has passed.
- 7.22.9. Do not cross reference answers to external websites (unless the question specifically allows you to do so) or other parts of your Bid, the cross references and website links will not be considered.
- 7.22.10. Do not exceed page limits, the additional pages will not be considered.
- 7.22.11. Do not make your Bid conditional on acceptance of your own Terms of Contract, as your Bid will be rejected.
- 7.22.12. Do not unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority send your response by any way other than via the eSourcing portal. Responses received by any other method than requested will not be considered for the opportunity.

Appendix A – Glossary of Terms

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