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|  | Invitation to Tender  Open Procedure (Procurement Act 2023)  Agency Archive and Backup Solution  C353022 |
|  | July 2025 |

| **Version control** | | | |
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| 0.1 | Jonathon Moloney | 9th April 2025 | Draft created |
| 0.2 | Ilona Steadman | 2nd July 2025 | Draft revised and content added regarding requirement and evaluation |
| 0.3 | Jonathon Moloney | 23rd July 2025 | Incorporated comments and added text regarding Supplier Day; worked example for evaluation |
| 1.0 | Jonathon Moloney | 24th July 2025 | Finalised documentation |

\*Add rows as required

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# Deadline for responding to this document via the Portal

The deadline for responding to this Invitation to Tender isSunday 14th September 2025, no later than 14:00. See ‘Procurement timetable’ and ‘How to respond to this opportunity’.

# Introduction

1. This Procurement is being conducted in accordance with the Act using the Open Procedure. This Procurement is for a public contract for goods and/or services.
2. This document describes how the Procurement will be conducted, including details of the associated Procurement Timetable, award criteria and how to respond to this opportunity. Suppliers are strongly encouraged to read this document before preparing their submission.
3. This document has been prepared to assist Suppliers in deciding whether to submit a Tender and Procurement Specific Questionnaire (PSQ) Response. **Please read this document carefully, as failure to comply with this document may result in exclusion from the Procurement and/or the rejection of any submission.**
4. This document should be read in conjunction with the Tender Notice and any other procurement documents which have been made available in connection with the Procurement.
5. The Authority reserves the right to issue updated versions of this document or any other document relating to the Procurement as and when the need arises, in order to reflect any changes to the Procurement or any other new information.
6. **Please read and ensure compliance with the Procurement terms and conditions contained in Appendix A.**
7. Common terms and expressions shall have the meanings ascribed to them in the glossary in Appendix E.
8. All references to a ‘section’ are to a section in the Act unless otherwise stated.
9. All references to a ‘paragraph’, ‘appendix’ or ‘annex’ are to a paragraph, appendix or annex of this document unless otherwise stated.
10. All references to dates and times within this document shall be interpreted in accordance with the United Kingdom time zones applicable at the date of the Procurement (i.e. GMT/BST).

# Introduction to the Authority

1. The Medicines and Healthcare products Regulatory Agency regulates medicines, medical devices and blood components for transfusion in the UK. MHRA is an executive agency, sponsored by the Department of Health and Social Care. The National Institute for Biological Standards and Control (NIBSC) plays a leading national and international role in assuring the quality of biological medicines and diagnostics.  
     
   You can read about the Agency here: [Medicines and Healthcare products Regulatory Agency - GOV.UK](https://www.gov.uk/government/organisations/medicines-and-healthcare-products-regulatory-agency)

# Overview of the Authority’s requirement

1. The Agency is seeking to let a contract for a three-year period, with two twelve-month optional extensions (for a total possible five-year contract term) to one Supplier.
2. Backup and archive have been underinvested in at the MHRA for some time. As a result, there is no cohesive strategy that covers all agency data. There are several different solutions which do not complement each other and offer varying degrees of effectiveness.

We are looking for a partner who can provide a holistic strategy covering all the different types of data and applications we use. We have data that must be highly available and easy to restore quickly, and data that is very unlikely to be needed regularly but must be retained as a historical record. Our partner and solution must be capable of handling both, and everything in between.

For ease of management, we would like a single pane of glass spanning all our backup and archive arrangements. Those arrangements should be tailored to the data they support, so they can be cost effective and efficient for each scenario. We are not looking for multiple solutions though, as we prefer to consolidate technologies as far as possible. Extra marks will be awarded for partners who are able to cover all data types with one or the fewest different solutions.

We also expect a hybrid solution that makes the most of the Cloud without committing us wholesale to expensive storage that is environmentally unfriendly.

The components of our strategic approach include:

1. **Summary of requirement**

Backup and archive have been underinvested in at the MHRA for some time. As a result, there is no cohesive strategy that covers all agency data. There are several different solutions which do not complement each other and offer varying degrees of effectiveness.

We are looking for a partner who can provide a holistic strategy covering all the different types of data and applications we use. We have data that must be highly available and easy to restore quickly, and data that is very unlikely to be needed regularly but must be retained as a historical record. Our partner and solution must be capable of handling both, and everything in between.

For ease of management, we would like a single pane of glass spanning all our backup and archive arrangements. Those arrangements should be tailored to the data they support, so they can be cost effective and efficient for each scenario. We are not looking for multiple solutions though, as we prefer to consolidate technologies as far as possible. Extra marks will be awarded for partners who are able to cover all data types with one or the fewest different solutions.

We also expect a hybrid solution that makes the most of the Cloud without committing us wholesale to expensive storage that is environmentally unfriendly.

The components of our strategic approach include:

1. **Backup Software**: Central to our strategy, this software orchestrates all backup operations, ensuring data is securely copied, stored, and retrievable.
2. **Cloud Storage**: Utilized for its scalability and accessibility, allowing for efficient data recovery and management across geographically dispersed locations.
3. **S3 Capable Storage**: Ensures compatibility with cloud environments, providing flexibility and scalability in managing web-scalable computing.
4. **Block Storage**: Offers high performance and low latency, suitable for our operational databases and transactional data needs.
5. **Tape Backups (possibly)**: Only to be used for long-term retention and disaster recovery due to their cost-effectiveness and durability, if at all.

The image below summarises what we expect a strategic solution to be able to offer.

**A diagram of a backup software

Description automatically generated**

1. List of requirements

In scope (essential):

* Strategy for backups and archives that provides the most efficient and effective medium for the data being backed up or archived
* ‘Single pane of glass’ management console that gives the MHRA a consolidated view of its backup and archive estate and status
* A single solution (or as few as possible) for managing backups and moving data to archive – we are not looking for a managed service
* Hybrid Cloud Integration – Seamless integration with both on-premises and cloud storage
* Virtual Tape Library (VTL) Support – capability to mimic tape storage with disk-based solutions, easing the transition from physical tape backups.
* S3 Compatibility & Integration – Support for storage solutions compatible with S3, facilitating cloud storage and archival.
* Integration with Current Systems – Compatibility with existing backup and recovery solutions like NetBackup, Azure Backup, Ansible, etc., without disrupting workflows
* Avoidance of Vendor Lock-in – Flexibility in solution adoption and migration to prevent dependency on a single vendor in the future
* Commitment to continuous improvement – a target of 10 percent annual improvement in automation and total cost of backup and archive ownership.

In scope (preferred):

* Data Tiering – the ability to manage data based on access frequency, with automated transitions between hot and cold storage.
* Immutable Storage Options – Support for write-once-read-many (WORM) storage to prevent data alteration or deletion, for compliance purposes.
* Data Deduplication – Mechanisms to eliminate redundant data copies, reducing storage volume without losing data integrity.
* Scalability and Elasticity – Ability to expand storage and processing capabilities as needed without significant system redesign.
* High Availability and Disaster Recovery – Support for redundant data storage across geographic locations and comprehensive DR planning.
* Metadata Management Tools – Efficient indexing, categorization, and tagging to ensure quick and easy data retrieval.
* Security Compliance & Encryption – Must meet stringent security standards, including data encryption in transit and at rest, with compliance to GDPR, HIPAA, etc. Ensure encryption is implemented both at-rest and in-transit using FIPS 140-2 validated methods, and that solutions support customer-managed keys via KMIP-compliant systems.
* Data Lifecycle Management – Automated tools for managing data retention, archival, and disposal according to policy.
* Performance Metrics Compliance – Must meet or exceed specific backup and recovery time objectives and recovery point objectives.
* Automated Backup Verification – Automated integrity checks of backups with alerts for failures and detailed reports for audits.
* Management Interface Usability – A user-friendly interface for managing backup, recovery, and storage policies efficiently.
* Vendor Support & SLA Guarantees – Comprehensive vendor support including technical assistance, firmware updates, and hardware replacement under clear SLAs.
* Environmental Sustainability – Adherence to green IT principles, with energy-efficient and environmentally sustainable solutions.
* Off-site and Cloud Storage Solutions – Support for secure, off-site and cloud-based storage options for enhanced data protection.
* Regular Data Migration Plans – Strategy for periodic data migration to newer technologies to prevent data obsolescence.
* Critical Application Management –Tools to identify and prioritize backup and recovery of critical applications and data.
* RTO and RPO Management Tools – Capabilities to define, document, and adhere to specific RTOs and RPOs for each critical application.
* Disaster Recovery Testing Support – Features allowing for regular DR tests and simulations without impacting the live environment.
* Total Cost of Ownership – Detailed breakdown of purchase, operation, and maintenance costs over the solution's lifecycle.
* Implementation and Training Services – Availability of implementation assistance and training services for IT staff and end-users.
* Future-Proofing and Innovation – Commitment to ongoing innovation and adaptability to future technological advancements.
* Integration with Various Backup Solutions – Compatibility and seamless integration with a broad range of backup solutions and platforms.
* Enables Zero Trust Architecture – Incorporation of Zero Trust principles, ensuring secure access control and verification at all stages.
* Cost-Effective Approach for 99-Year Retention – An economically viable solution for storing, managing, and accessing data over a 99-year period.
* Adaptive to Regulatory Changes – Flexibility to adapt to future regulatory and compliance requirements without significant overhauls.
* Scalable Encryption and Key Management – Sophisticated encryption mechanisms with scalable key management solutions to secure data effectively.
* Seamless Data Portability – Ensures data can be easily moved and accessed across different environments without vendor lock-in.
* Advanced Analytics for Data Insight – Use of data analytics to provide insights into backup operations, efficiency, and optimization opportunities.
* User Training – A thorough training program for IT staff and users to ensure effective use and management of the backup solution.
* Robust Technical Support – Guaranteed access to expert technical support for troubleshooting, updates, and optimizations
* Secure by Design – Solutions must be demonstrably designed with Secure-by-Design principles, ensuring security is embedded across the architecture lifecycle. Support for external key management (e.g., Azure Key Vault, AWS KMS) and granular IAM/RBAC is required.

1. **Our current backup and archive arrangements**

The agency currently operates from two office locations (South Mimms and Canary Wharf) and one data centre (Cody Park). Our current backup and archive estate comprises:

**NetBackup Cody Park**

* Systems Covered: Production SENTINEL HPUX systems.
* Backup Medium: Tape (off-site storage at third party).
* Frequency: Daily.
* Capacity: Utilizes NetBackup version 10, with no current capacity issues. Total protection extends to 100TB daily.
* Strategic Use: Traditional tape backup for long-term storage and disaster recovery.
* **Tape Libraries**: Equipped with LTO 4 and LTO 8 tape drives.

**Tape Backup System (NetBackup Cody Park)**

* Scope and Usage: Primary system for daily backups of production SENTINEL HPUX systems. Data is systematically archived to secure off-site storage managed by third party.
* Capacity Details: The system handles daily backups encompassing 100TB, with an overall managed capacity reaching up to 300TB.
* Operational Workflow: Data from critical systems is captured daily and transferred to high-durability magnetic tape storage, which is then transported to Iron Mountain for long-term preservation.

**NetBackup South Mimms**

* Systems Covered: VMware Guest Virtual Machines and High-Performance Computing (HPC) Storage.
* Backup Medium: Tape (off-site storage at Iron Mountain).
* Frequency: Daily for VMware VMs, weekly for HPC Storage.
* Issues: Approaching capacity limits, causing long backup windows and limited time for restore testing.
* Strategic Use: Balances between daily operational backups and weekly intensive storage needs.
* **Tape Libraries**: Equipped with LTO 4 and LTO 8 tape drives.

**VMware and High-Performance Computing Storage (NetBackup South Mimms)**

* Scope and Usage: Covers backup needs for VMware guest virtual machines and high-performance computing (HPC) storage, with a focus on balancing between operational flexibility and robust data protection.
* Capacity Details: The system is nearing its capacity limits, with about 500TB of data actively managed and significant stress on storage during peak backup windows.
* Operational Challenges: The current setup struggles with scalability and restoration efficiency, highlighting the need for a strategic review and capacity enhancement.

**Azure Backup**

* Systems Covered: Azure Virtual Machines and VMware Virtual Machines at Cody Park.
* Backup Medium: Azure Recovery Services vaults (UK South region).
* Frequency: Daily.
* Issues: Increasing storage requirements due to long-term data retention policies.
* Strategic Use: Leverages cloud scalability and resilience for critical VM data.

**Ansible**

* Purpose: Backup of all agency switch and firewall configurations.
* Backup Medium: Azure storage account (UK South region).
* Frequency: Daily.
* Strategic Use: Ensures rapid restoration to maintain network integrity and security.

**SQL Native Backups**

* Systems Covered: Production MSSQL instances.
* Backup Medium: Azure storage account (UK South region).
* Frequency: Daily.
* Strategic Use: Protects critical database content, enabling quick recovery from data loss.

**Veeam for M365**

* Systems Covered: Exchange Mailboxes, Exchange Archives, SharePoint Sites, and Teams Channels.
* Backup Medium: Azure Blob Storage.
* Frequency: Daily for Mailboxes, Sites, and Channels; weekly for Archives.
* Retention: Approximately 30 days.
* Strategic Use: Ensures regular backup and retention for Microsoft 365 services.

**Virtual Tape Libraries**

* Systems Covered: Back up of VMware and High-Performance Computing (HPC) storage.
* Backup Medium: HPE StoreOnce
* Frequency: Daily, weekly and monthly
* Strategic Use: Libraries in Cody Park serve as offsite backup for South Mimms data and vice versa. Replication is in place between both to ensure alignment of data.

**Offline Tape Backup**

Container and tape utilization details:

Total Number of Containers Tracked: 21:

* + Delivered to MHRA: 14 containers
  + With third party: 7 containers

Total Number of Tapes Tracked: 2,732

* + With third party: 2,499 tapes
  + Delivered to MHRA: 233 tapes

The majority of tapes are currently stored with a third party providing offsite storage.

1. **Current backup and archive volumes**

The agency currently backs up the following data volumes.

**On Prem:**   
A close-up of a price list

Description automatically generated

**Offline Tape Backup:**

* Total Number of Containers Tracked: 21
* Total Number of Tapes Tracked: 2,732

**In Cloud:**

The figures below are estimates only and remain to be validated. We anticipate +/- 30 per cent variance. 

* Standard Backup Tier: 425,152 GB (415.38 TB)
* Archive Backup Tier: 11,200 GB (10.94 TB)
* Snapshot Usage (e.g. VM): 5,376 GB (5.25 TB)

1. **Anticipated Recovery Time Objectives and Recovery Point Objectives**

We are working to define these now but expect objectives in the ranges shown below. Please note these are estimates only: 

|  |  |  |
| --- | --- | --- |
| RPO  (hours) | RTO  (hours) | Percentage of agency applications we expect this to apply to |
| 24 | 72+ | 75-85 per cent |
| Up to 24 | 24-72 |
| 12 | 8-24 | <10 per cent |
| 6 | 4-8 | <5 per cent |

# Preliminary market engagement

The Agency ran a Request for Information between 15th and 30th May 2025. The RFI was published via the following UK-02 Preliminary Market Engagement Notice: <https://www.find-tender.service.gov.uk/Notice/021949-2025>.

The RFI was open to potentially interested Tenderers for a period of two weeks and closed for responses on 30th May 2025.

Subsequently the Agency has decided to publish an Open Tender to procure the Agency Backup and Archive Solution. The Agency’s decision to publish an RFI in no way should be construed as favouring any potential Tenderer.

# The procurement process

**General Information**

1. The Authority invites you to take part in this procurement for the Agency’s Backup and Archive Solution. Tenders and PSQ Responses are required to be submitted by 14:00 on Sunday 14th September 2025.
2. This Procurement is being conducted in accordance with the Act using the Open Procedure, and the Authority intends that the Procurement will comply with Part 2 of the Act on principles and objectives, including value for money, public good, transparency, integrity, equal treatment and non-discrimination.
3. This Open Procedure will be conducted in one stage. This means there is no restriction on who can submit a Tender and PSQ Response, and all information has been made available to all Suppliers who may be interested in participating in the Procurement.
4. The Authority will check Supplier’s Tender and PSQ Response for completeness and compliance with the instructions and requirements set out in this document and the other documents associated with the Procurement. These include a requirement for Suppliers to complete and submit the:
   1. Qualification Envelope, including:
      1. the procurement specific questionnaire (PSQ);
      2. Appendix F: Form of Tender;
      3. Appendix G: Certificate of non-collusion and non-canvassing; and
      4. Appendix H: Commercially sensitive information;
   2. Technical Envelope;
   3. Commercial Envelope, the attached Appendix J Pricing
5. The Authority may reject a Supplier’s Tender and PSQ Response if either is substantially and materially incomplete, non-compliant, inconsistent or vague or if the Supplier seeks to amend or qualify in any way the terms of the Contract.
6. The Agency will host a virtual Supplier Day on Thursday 20th August 2025.
7. The Supplier Day will be hosted as an Event on Microsoft Teams.
8. This will be an opportunity for the Agency to share information with potential Tenderers and answer questions.
9. Responses to questions which are not deemed to be commercially sensitive which are asked at the Supplier Day will be published electronically via the Atamis portal.
10. The link attendees should use to join the Supplier Day is provided here: [https://events.teams.microsoft.com/event/6026c083-efbd-4202-a6b6-8515c04caca7@e527ea5c-6258-4cd2-a27f-8bd237ec4c26](https://events.teams.microsoft.com/event/6026c083-efbd-4202-a6b6-8515c04caca7@e527ea5c-6258-4cd2-a27f-8bd237ec4c26%20%20)

**About the Procurement Specific Questionnaire (PSQ Response) (Qualification Envelope)**

1. The Qualification Envelope contains a procurement specific questionnaire (PSQ) which all Suppliers are required to complete and return in accordance with the Procurement Timetable and Instructions on ‘How to respond to this Opportunity’. A summary of the questions contained within the PSQ are below, and the full PSQ is available on the [Procurement Pathway](https://www.procurementpathway.civilservice.gov.uk/documents/template/pa-2023-procurement-specific-questionnaire).
2. The PSQ has been designed to help the Authority ensure that Suppliers share the right information when participating in the Procurement and to assess whether the Supplier ought to be excluded from participation in the Procurement because one of the exclusion grounds applies. The assessment of the PSQ Response is separate from the Authority’s assessment of the Supplier’s Tender. The Supplier is required to set out in the Technical Envelope and Commercial Envelope how it proposes to meet the Authority’s requirements in relation to the Contract, and it is the Technical Envelope and Commercial Envelope submissions which will be assessed in order to identify the most advantageous Tender and the winning Supplier.
3. The PSQ consists of three parts.
4. **Part 1** – confirmation of core supplier information: Suppliers participating in this Procurement are expected to register on the Central Digital Platform (CDP) and share their core supplier information with the Authority via the CDP. Part 1 provides confirmation that Suppliers have taken these steps.
5. **Part 2** – additional exclusions information: procurement legislation provides for an ‘exclusion regime’ and a published ‘debarment’ list to safeguard procurement from suppliers who may pose a risk (for example, due to misconduct or poor performance). Suppliers must submit their own (and their Connected Persons’) exclusions information via the CDP. This includes self-declarations as to whether any exclusion grounds apply to them and, if so, details about the event or conviction and what steps have been taken to prevent such circumstances from occurring again.
6. As part of this Procurement, Suppliers are required to also share additional exclusions information for any suppliers that they are relying on to meet the conditions of participation for this Procurement set out in Part 3 of the PSQ. These could either be consortium members or key sub-contractors (but exclusions information is not required for any suppliers who are merely guarantors). These suppliers are ‘associated persons’ and their exclusions information must be shared with the Authority. The Authority recommends this is done by ensuring that associated persons register, submit and share their information via the CDP (in the same way as the Supplier itself). If the exclusions information for its associated persons is not shared via the CDP, the Supplier will need instead to collate this information as PDF downloads and submit as part of its response to Part 2 of the PSQ.
7. In addition to the sub-contractors (if any) who are being relied on to meet the conditions of participation (who are associated persons), Suppliers are also required to share an exhaustive list of all their intended sub-contractors, which will be checked against the debarment list.
8. If the identity of a sub-contractor is unknown when the Tender is submitted, this should be made clear by the Supplier and relevant details of the sub-contractor should be provided once their identity and role is confirmed. This information should be shared with the Authority as soon as possible and the Authority reserves the right to reassess the Supplier’s PSQ Response in light of the information provided.
9. **Part 3** - conditions of participation: The Authority has set conditions of participation which a Supplier must satisfy in order to be awarded the Contract. They relate to the Supplier’s legal and financial capacity and technical ability and are detailed in the ‘The assessment process and award criteria’ section of this document.
10. Some of the information requested in the PSQ is for information purposes only. Other information will be assessed by the Authority in accordance with assessment criteria and methodology detailed in the ‘The assessment process and award criteria’ section of this document.
11. Suppliers should note that the Authority has legislative duties to publish certain information which relates to the Supplier in its contract award notice for the Procurement. This information includes, but is not limited to:
    1. details of the winning Supplier’s associated persons
    2. details of the winning Suppliers Connected Persons information
    3. for certain procurements over £5 million, details of unsuccessful bidders.

**Assessing responses to the PSQ, including information shared via the CDP**

1. The Authority will undertake a review of completed PSQ Responses submitted to:
   1. validate the responses to the preliminary questions in Part 1 and assess 2 and 3.
   2. confirm that Suppliers participating in the Procurement have submitted their core supplier information via the Central Digital Platform (CDP)
   3. confirm that neither the Supplier, nor any Connected Persons, associated persons relied on to meet the conditions of participation, or intended sub-contractors are listed on the debarment list. To the extent that any such entities are listed on the debarment list, the Authority will consider whether to exclude the Supplier from participating in the Procurement in accordance with its obligations under the Act
   4. consider whether any Supplier or its Connected Persons, associated persons relied on to meet the conditions of participation, or intended sub-contractors are excluded suppliers or excludable suppliers, and before the Authority determines that a Supplier is an excluded supplier or excludable supplier, it will provide the Supplier with a reasonable opportunity to make representations and provide evidence as is proportionate in the circumstances. If the Supplier is an excluded supplier or excludable supplier only by virtue of an associated person or intended sub-contractor, the Authority will notify the Supplier of its intention to exclude the Supplier and provide the Supplier with a reasonable opportunity to replace the associated person or sub-contractor. If as a consequence of this process the Authority excludes the Supplier from participating in the Procurement or is aware of an associated person or sub-contractor having been replaced, it will give notice of this fact within 30 days of its decision to the Procurement Review Unit (PRU).
   5. undertake a review of the completed PSQ Response with reference to any information held on the Central Digital Platform.
   6. undertake a review of Part 3 of the PSQ Response to determine whether the Supplier satisfies the conditions of participation in accordance with the assessment criteria and methodology as set out in the Tender Notice, the PSQ and as described in ‘The assessment process and award criteria’ section of this document.
2. The Authority will assess PSQ Responses first to consider whether to exclude any Suppliers from participating further in the Procurement, and it will do this before assessing Tenders against the award criteria in order to identify the most advantageous Tender.
3. When assessing the Qualification Envelope, the Authority will review the completed PSQ Responses and information shared via the Central Digital Platform. The Authority will disregard any Tender from an excluded supplier and may decide to disregard any Tender from an excludable supplier. The Authority will also disregard any Tender from a Supplier who does not satisfy the conditions of participation.

**Lotting Structure**

1. The tender opportunity has not been divided into Lots and was not appropriate to so divide the opportunity.

**About the Tender assessment**

1. The Authority will assess all Tenders in order to identify the Supplier which has submitted the most advantageous Tender in accordance with the assessment methodology and award criteria set out in the Tender Notice and described in this document.
2. In carrying out this assessment, the Authority will disregard any Tender from a Supplier that does not satisfy the conditions of participation. The Authority may also disregard a Tender:
   1. from a Supplier that is not a United Kingdom supplier or a treaty state supplier (as defined in sections 89 and 90 of the Act) or that intends to sub-contract the performance of all or part of the Contract to a supplier that is not a United Kingdom supplier or a treaty state supplier; or
   2. if the Tender breaches a procedural requirement set out in the Tender Notice, this document or any other documents associated with this Procurement; or
   3. if the Tender offers a price that the Authority considers to be abnormally low for the performance of the Contract. Where the Authority considers that a price offered by a Supplier in its Tender is abnormally low, the Authority will notify the Supplier and give the Supplier a reasonable opportunity to demonstrate that it will be able to perform the Contract for the price offered. The Authority will only disregard the Tender if the Supplier cannot satisfactorily demonstrate that it will be able to perform the Contract for the price offered.
3. Once the assessment has concluded, the Authority will provide an assessment summary to each Supplier that submitted a Tender that was assessed (i.e. not disregarded) to:
   1. inform them whether they have been successful in being awarded the Contract
   2. provide an explanation of the assessment of the Supplier’s Tender against the relevant award criteria, in accordance with the requirements of the Act
   3. where different to the Supplier concerned, provide information in respect of the most advantageous Tender submitted, including details of the assessment of this Tender against the relevant award criteria, and the winning Supplier’s name.
4. Once the assessment summaries have been provided to the Suppliers whose Tenders were assessed, the Authority will also publish a contract award notice on the Central Digital Platform to commence the mandatory standstill period.
5. Subject to completion of the mandatory standstill period and unless the Authority decides not to award the Contract, the procurement process will end with the Authority entering into the Contract with the preferred Supplier and publication of a Contract Details Notice on the Central Digital Platform (within 30 days of the date on which the Contract is entered into). Where appropriate or required by the Act, a copy of the Contract may also be published on the Central Digital Platform.

# Procurement timetable

1. The timetable for the Procurement is set out in the following table (the Procurement Timetable). Deadlines for the submission of responses to the Authority are shown in bold. Failure to meet these deadlines will result in a Supplier’s submission not being considered unless there are exceptional mitigating circumstances such as a technical failure in connection with the Portal.

| **Date(s) and time(s)** | **Procurement activity** |
| --- | --- |
| **28th July 2025** | ITT published |
| **18th August 2025** | Closing date for submission of Supplier Clarification Questions (Supplier CQs) |
| **20th August 2025** | Virtual Supplier Day hosted on Microsoft Teams: |
| **25th August 2025** | Answers to Supplier CQs published on the Portal |
| **14th September 2025 14:00** | Closing date for receipt of Tenders and PSQ Responses |
| **Begins 14th September 2025** | Evaluation period (on or around) |
| **3rd October 2025** | Notification of proposed contract award and start of standstill period (on or around) |
| **15th October 2025** | Contract Signature Date |
| **20th October 2025** | Anticipated Contract commencement date (*subject to change*) |

1. Please note that the Authority reserves the right, in its absolute discretion, to amend the Procurement Timetable or extend any time period in connection with the Procurement. Any changes to the Procurement Timetable will be notified via the Portal.

# Service Levels, Service Credits and KPIs

1. **Service Level requirements**

For delivery of the solution, we will measure the quality of the delivery by:

(This table includes 4 columns and 3 rows)

|  |  |  |  |
| --- | --- | --- | --- |
| KPI/SLA | Service Area | KPI/SLA description | Target |
| 1 | Delivery Progress Reporting | Weekly progress delivery reports presented by the Supplier at an agreed project board | 100% |
| 2 | Delivery Milestones | Delivery against mutually agreed baselined project plan | +/- 21 days |

For ongoing support of the solution, we have the following requirements:

* 24/7 Technical Support: Ensure vendors provide 24/7 technical support to address any issues or emergencies that may arise.
* Dedicated Account Manager: Require a dedicated account manager to oversee the implementation, support, and optimization of the backup solution.

Service Level Agreements (SLAs):

* Uptime Guarantee: The backup solution should guarantee a minimum uptime of 99.9% to ensure availability and reliability.
* Response Time: Vendors must commit to specific response times for support requests, such as:
  + Critical Issues: Response within 1 hour.
  + High Priority Issues: Response within 4 hours.
  + Standard Issues: Response within 24 hours.

Regular Reviews:

* Conduct regular reviews with vendors to assess performance against SLAs and identify opportunities for improvement. Establish a feedback loop to ensure continuous improvement in service quality.

1. **Key Performance Indicators**

Backup Performance:

* Backup Window: The backup process should not interfere with normal business operations. All daily backups must be completed within a designated backup window, typically 10 PM to 6 AM.
* Throughput: The backup system should support high throughput to handle large volumes of data. Minimum throughput requirements include:
  + On-Premises: 1 TB per hour.
  + Cloud-Based: 500 GB per hour.

Restore Performance:

* Recovery Time Objective (RTO): Critical systems must be restored within 4 hours to minimize downtime and business disruption. For more granular RTOs and RPOs see the table in Section 16.
* Recovery Point Objective (RPO): Data loss should be minimized to a maximum of 24 hours, ensuring daily backups are sufficient to restore the latest state of data. For more granular RTOs and RPOs see the table in Section 16.
* Granular Restores: The backup system should support granular restore capabilities, including file-level and application-level restores to ensure quick recovery of specific data.

# Key dependencies

1. **Technical dependencies**

* The agency has invested in HPE technology across its infrastructure estate, so the proposed solution must be suitable for this environment and support HPE StoreOnce virtual tape libraries with Catalyst software. We also use the following HPE technology:
  + HPE Synergy
  + HPE StoreOnce 5260 infrastructure setup to present as virtual tape libraries
  + HPE StoreOnce Catalyst
* Any new hardware deployed on premises will need to be HPE.
* If the proposed solution involves moving away from NetBackup technology, then delivery should make allowances for five years of data to be transferred to the new solution.
* The agency is considering investing in HPE StoreEver, so any proposed solution will need to be compatible with that.
* The proposed solution must support multi-vendor virtualisation, so please provide a list of hypervisors that your solution is compatible with.
* If Netbackup or Veeam form part of your solution, then these will need to be rebuilt and this should form part of your proposed delivery plan. You may use our existing software under a new deployment.

1. **Operational dependencies**

* The proposed solution will be managed by our infrastructure services partner. We do not want a managed service. Knowledge transfer will need to be a deliverable of this contract.

# Contract risks

1. **Risk Assessment requirement**

MHRA performs supplier risk assessment and risk analysis on all of its potential suppliers. As an HMG Arms Length Agency, MHRA complies with UK central government security mandates and all relevant regulatory requirements.

As a requirement of this tender, any bid MUST include the following commitments:

1. The supplier will comply with relevant MHRA security policies (can be supplied)
2. The supplier will commit to completing a Risk Ledger assessment, if they are not already a user of risk ledger (Free) [Third Party Risk Management Solutions | Risk Ledger](https://riskledger.com/)
3. The supplier will commit to any ongoing or future assessment requirements.
4. The supplier will provide a named contact for MHRA security engagement
5. Any contract value >£100k assurance that the supplier adheres to the 10 Secure By Design principles.

# Contract terms

1. The Central Government Short Form Contract Terms and Conditions will govern any agreement arising out of this procurement opportunity.
2. A draft copy of the contract is available as part of Appendix D of this Invitation to Tender Document.
3. A draft copy of the contract Terms will also be available via Atamis.

# Data room

1. NOT USED

# How to respond to this opportunity

1. This section of the document sets out how Suppliers can respond to this procurement opportunity using the Central Digital Platform and the Portal (Atamis eProcurement system).
   1. The Central Digital Platform is the place where Suppliers will register, input their core supplier information and generate a share code.
   2. The Portal is where Suppliers will input their share code to share their core supplier information with the Authority, and where they will complete their Tender and their PSQ Response.
2. The Central Digital Platform and the Portal are free to use. Use of these systems does not require the purchase of high specification IT equipment or connections, or high-level personal IT skills/capabilities. Suppliers are advised to complete their core supplier information, Tenders and PSQ Responses in advance of the submission deadline to allow time to request technical guidance on the use of these systems where it is required.

**Central Digital Platform**

1. Detailed guidance and support on how to register and use the Central Digital Platform can be found here; [Information and guidance for suppliers - GOV.UK](https://www.gov.uk/government/collections/information-and-guidance-for-suppliers). The Authority recommends that Suppliers review this information in detail and complete their registration details well in advance of the tender submission deadline specified in the Procurement Timetable.
2. Suppliers will need to sign in and register on the Central Digital Platform. To complete registration, suppliers will need to submit their ‘core supplier information’ (basic information, economic and financial standing information, connected person information and exclusion ground information).
3. Where a Supplier intends to rely on other suppliers to meet some or all of the conditions of participation, it is recommended that they ensure that these other suppliers register on the Central Digital Platform and submit their core supplier information prior to the tender submission deadline. This is because
   1. these Suppliers (who may be consortium members or intended sub-contractors) will be the Supplier’s ‘associated persons’ (unless they are being relied upon merely as guarantors). The Authority will need to determine if the Supplier is an excluded supplier or excludable supplier by virtue of an associated person being an excluded supplier or excludable supplier (as set out in section 57 of the Act).
   2. Sharing each associated person’s relevant information via the CDP will support the Authority in determining this. If an associated person has not registered and shared its core supplier information via the CDP, the lead Supplier will instead be required to collect PDF copies of the associated person’s core supplier information and provide this information to the Authority as part of its PSQ Response.
4. Suppliers must note that the CDP does not assess or validate any of their core supplier information and no assurance is undertaken by Cabinet Office. Suppliers are responsible for ensuring their information is up to date, declare that it is correct, and generate a share code to provide that information to the Authority as part of this procurement process.
5. Regulation 6 of the Procurement Regulations 2024 requires the Authority to obtain confirmation from Suppliers that they have completed this activity before the end of the tendering period.
6. Any queries regarding the Central Digital Platform should be sent to the Find a Tender Service helpdesk by completing the request for help form [Contact us - Find a Tender](https://www.find-tender.service.gov.uk/Home/Contact).

**Portal (Atamis eSourcing portal)**

1. Suppliers will need to register on the [Portal](https://atamis-1928.my.site.com/s/Welcome) and ensure that their Atamis registration directly relates to the part of their organisation that submits the Tender.
2. Suppliers must:
   1. when beginning their submission, input their share code from the CDP into the Portal as part of the procurement process. Suppliers will be able to re-submit a different share code before the submission deadline, if they need to update any of their core supplier information on the Central Digital Platform. The Authority will only be able to access the core supplier information after the submission deadline.
   2. read these instructions carefully before submitting their Tender and PSQ Response. Suppliers are responsible for ensuring they have submitted a complete and accurate Tender and PSQ Response and that numbers quoted are arithmetically correct
   3. provide all the information asked for in the format and in the order specified
   4. complete their Tender and PSQ Response in English
   5. avoid submitting their Tender in the last minutes before the deadline in case there are connection problems which may mean the deadline is missed
   6. ensure their Tender and PSQ Response are ‘submitted’ on the Portal when complete because they will not be visible to the Authority if not
   7. allow sufficient time to submit their Tender and PSQ Response, allowing time for a final check to be undertaken prior to the submission deadline because it will not be possible to upload further information afterwards. IT problems with a Supplier’s systems will not be considered reasonable grounds for late submission
   8. note that they may submit, modify and resubmit a Tender and/or PSQ Response through the Portal at any time prior to the submission deadline but the Supplier’s Tender and PSQ Response cannot be modified after the submission deadline.
3. Unless otherwise stated in this document or in writing by the Authority, all communications between the Authority and Suppliers (including their sub-contractors, consultants and advisers) during the Procurement must be made via the Portal. The Authority will not respond to communications by other means and Suppliers should not rely on communications from the Authority unless they are made through the Portal.
4. Suppliers must provide full contact details of a person whom the Authority may contact in relation to this Procurement. This person should be able to answer questions regarding the Tender and PSQ Response and act on behalf of the Supplier.
5. Where a Consortium is submitting a Tender, one of the organisations must be nominated as the lead supplier (the ‘lead supplier’) responsible for coordinating submission of the Consortium’s Tender and PSQ Response and corresponding with the Authority.
6. All Tenders and PSQ Responses must be received by the Authority by the submission deadline shown in the Procurement Timetable.
7. Tenders and PSQ Responses received after the submission deadline will usually be rejected by the Authority. The decision whether to reject a Tender or PSQ Response received after the deadline is entirely at the Authority’s discretion.
8. Any queries regarding the Portal should be sent to the eSenders Central Support Team (Mon – Fri 08:30 -18:00) by calling 08000 988 201or by emailing:  [support-health@atamis.co.uk](mailto:support-health@atamis.co.uk)

**Inputting Information into the Portal**

1. Suppliers are required to complete 3 “envelopes” as well as the Procurement Specific Questionnaire (PSQ) which will contain all the information the Authority requires to assess whether Suppliers will be permitted to participate in this Procurement and to evaluate the Tenders. All information must be uploaded in accordance with the instructions in the relevant envelopes on the Portal.
2. The envelopes are:
   1. the Qualification Envelope – this contains the procurement specific questionnaire used for gathering information to qualify Suppliers for further evaluation
   2. the Technical Envelope – used for evaluation of the technical aspects of the Tender; and
   3. the Commercial Envelope – used for evaluation of the financial aspects of the Tender.
3. Suppliers should answer questions in the same order as they appear on-screen. If supporting information is required, Suppliers should use the following naming convention and refer to the attachment in their response (where possible): [Supplier’s Name] – [ITT Question Number]
4. Suppliers must comply with the word and/or page count limits specified in the evaluation questions. If a response exceeds the specified limit only the information within the limit will be evaluated.
5. Suppliers must:
   1. Ensure that any attachments submitted to support responses are created using Microsoft (MS) applications that can be read on MS Office Standard Edition 2003 for MS Word, MS Project, MS PowerPoint and VISIO or are in Adobe Reader 9.0
   2. ensure that any attachments created in MS Excel to support their Tender are submitted in MS Excel Version 2003 format only
   3. ensure that each attachment has an appropriate heading that follows the naming convention set out in paragraph 81 and clearly identifies the question to which it relates
   4. use Arial font size 12, in black typeface including where information is tabulated, except in illustrative screen shots, graphs and charts. Any text must still be legible when the document is viewed at 100%
   5. follow the onscreen instructions on the Portal to submit the electronic copies of completed questions; and
   6. in the absence of an express requirement or express prohibition regarding the nature of attachments, only attach graphs, pictures, tables and certificates and these must be clearly identified within the text response with the document reference. If attached separately they will not be evaluated.
6. Whilst the Portal allows for large individual attachments sizes (max 50mb at a time), it is recommended that attachments are kept to a manageable size to ensure ease and speed of access. Suppliers must only attach documents that the Authority has requested and must make sure that they are attached in the correct area.
7. Where a question requires the upload of a document, that document must be completed in the format specified within the question. Files submitted in any other format will not be evaluated.
8. Where applicable, responses must not exceed the pre-set margins and space allocation.
9. Suppliers must answer the questions without reference to general marketing or promotional material. Publicity brochures will not be evaluated.
10. Suppliers must not refer to responses given elsewhere but should repeat information if necessary. The Authority will not, when evaluating the response to a question, take into account information which is merely cross-referenced from another part of the Tender and not replicated in the response being evaluated.
11. All acronyms and abbreviations, if used, must be fully explained the first time that they are used in each individual response to a question.
12. All data must reside in the UK.

# Requests for clarification

1. Any requests for clarification relating to the Procurement must be submitted via the Portal, no later than the deadline in the [Procurement Timetable](#_Procurement_timetable) above to allow the Authority sufficient time to respond prior to the closing date for receipt of submissions. The Authority will endeavour to respond to requests for clarification submitted in accordance with these requirements as soon as possible.
2. Suppliers should submit clarifications using the following format:
   1. Supplier name
   2. date submitted
   3. document name and reference number or title; and
   4. details requiring clarification
3. The Authority reserves the right not to answer any requests for clarification submitted after the deadline set out in the Procurement Timetable above or submitted via any means other than the Portal.
4. If Suppliers identify a technical issue with the Portal, any queries in relation to this should be sent to the e-sender Central Support Team (Mon – Fri 08:30 -18:00) without delay by calling 08000 988 201 or by emailing: [support-health@atamis.co.uk](mailto:support-health@atamis.co.uk).
5. Where the Authority considers any requests for clarification to be relevant to the proper functioning of the Procurement, it will publish on the Portal for all other Suppliers to see (without reference to the identity of the Supplier which submitted the clarification question) the clarification question raised and the Authority's response, with the exception of those deemed confidential as provided below.
6. If a Supplier considers that its request for clarification should be treated as confidential and not disclosed to other Suppliers, it must communicate this and the reason why to the Authority at the time of the submission of that clarification request. The Authority will advise the Supplier in advance of providing the clarification response if it considers that all or any part of the request for clarification cannot be treated as confidential and will provide an opportunity for the Supplier to withdraw such aspects of the request for clarification.
7. In such circumstances, the Supplier may either submit an amended request for the clarification to be treated as confidential, which would be considered by the Authority in the same manner as the original request or raise a new request to be treated as a non-confidential request for clarification.
8. It is the responsibility of each Supplier to monitor all clarifications issued by the Authority. The Authority accepts no liability for any Supplier's failure to keep abreast of clarifications issued.

# The assessment process and award criteria

1. As outlined in the ‘[How to respond to this opportunity’](#_How_to_respond) section of this document, Suppliers should answer these questions via the Portal within the Qualification Envelope, and follow any further instructions detailed on the Portal.

**Assessment of Tender responses**

1. Once the assessment of PSQ Responses has been completed, the Authority will assess all Tenders which have not been disregarded to determine which is the most advantageous tender.
2. The tender questions to be evaluated against the award criteria are detailed in Table 3 below. As outlined in the ‘How to respond to this opportunity’ section of this document, Suppliers must answer these questions via the Portal within the Technical Envelope, and follow any further instructions detailed on the Portal.

**Table 3: Tender questions, award criteria and weightings**

|  |  |  |  |
| --- | --- | --- | --- |
|  | | | |
| ***Pass/Fail Questions*** *– any bidding organisation which answers ‘No’ to any of the below questions will not be evaluated further.* | | | |
| Award Criterion/Question | Information | Answer | Supplementary Information/Answer |
| 1. Does the bidding organisation commit to completing our Secure by Design evaluation? | Pass/Fail | Yes/No |  |
| 1. Will the bidding organisation share its Risk Ledger profile or create one if you are not registered already, to enable continuous risk assessment. | Pass/Fail | Yes/No |  |
| 1. Is the proposed solution compatible with our HPE technology and is any proposed hardware to be deployed on premises HPE technology? | Pass/Fail | Yes/No |  |
| 1. Does the proposed solution support file restores as well as the restoration of entire virtual machines? | Pass/Fail | Yes/No |  |
| 1. Does the proposed solution provide capability to restore and support encrypted backups? | Pass/Fail | Yes/No |  |
|  |  |  |  |
|  | | | |
|  | | | |
| ***Scored Questions*** *– a total maximum score of 295 marks is available in this section of the evaluation. The weighting for this section is 70% of the total available score.* | | | |
| Award Criterion/Question | Information | Answer | Supplementary Information/Answer |
| 1. Please provide evidence of a successful backup and archive project delivery within a heavily regulated environment or public healthcare, within the last 2 years? | Scored:  Evidenced – 25 marks  No evidence – 0 marks | Qualitative |  |
| 1. How many vendors would your solution require us to use?? | Scored: Fewer than 3 vendors – 20 marks  Between 3 and 5 vendors – 5 marks  More than 5 vendors – 0 marks | Qualitative |  |
| 1. Does the proposed solution(s) restore data created by our legacy backup technologies? | Scored:  Yes – 25 marks  No – 0 marks | Yes/No |  |
| 1. Does the proposed solution accommodate transferring five years of data? | Scored:  Yes – 25 marks  No – 0 marks | Yes/No |  |
| 1. Please provide evidence of managing and migrating large physical tape libraries, encrypting them and moving them to a virtual tape library arrangement. | Scored:  Evidenced – 25 marks  Not evidenced – 0 marks | Qualitative |  |
| 1. Is MHRA able to source support for the proposed solution separately from the bidding organisation? | Scored:  Yes – 25 marks  No – 0 marks | Yes/No |  |
| 1. If the answer to 7 is ‘Yes’, is MHRA able to retrieve data from the proposed solution if support is not through the bidding organisation? Please provide evidence. | Scored:  Evidence – 25 marks  No evidence – 0 marks | Qualitative |  |
| 1. Can Netbackup be rebuilt if part of the proposed solution? | Scored:  Yes – 25 marks  No – 0 marks | Qualitative |  |
| 1. Can Veeam be rebuilt if part of the proposed solution? | Scored:  Yes – 25 marks  No – 0 marks | Qualitative |  |
| 1. Can the proposed solution be integrated with Microsoft Sentinel SIEM? | Scored:  Evidence – 25 marks  No evidence – 0 marks | Qualitative |  |
| 1. Does the proposed solution provide a single pane of glass from which administration of MHRA’s entire estate – across various platforms – can be managed? Please provide evidence | Scored:  Evidence – 25 marks  No evidence – 0 marks | Qualitative |  |
| 1. Is the proposed solution compatible with a wide range of hypervisors? | Scored:  Evidence – 25 marks  No evidence – 0 marks | Qualitative |  |

1. The Supplier’s pricing proposal must be included in the Commercial Envelope via the Portal. This information must be provided in Excel format, in the template provided.
2. The pricing element consists of 30% of the total score available.
3. The pricing document provided as Appendix J has suggested categories of spend. If the solution you are proposing requires further cost categories please include these in the pricing proposal.
4. The pricing proposal must show the cost of delivery, any software or hardware costs and the expected total cost of ownership post-deployment. We would also like to see the cost of rebuilding Veeam and/or Netbackup shown separately, if your solution incorporates these technologies.
5. Before Tenders are assessed against the award criteria, the Authority will disregard any Tender from an excluded supplier and may decide to disregard any Tender from an excludable supplier. The Authority will also check whether each of the conditions of participation are satisfied and disregard any Tender from a Supplier who does not satisfy all of the conditions of participation.
6. The Authority reserves the right to seek clarification from Suppliers in connection with their PSQ Responses or Tenders. The Authority may request a Supplier to submit or clarify the information or documentation provided in connection with their PSQ Response or Tender.
7. The scoring for this tender opportunity will be undertaken in the following manner:
   1. For eleven of the scored questions a mark of either 25 or 0 will be awarded depending on the supplied answer.
   2. One question has scoring possibilities of 20, 5 or 0 marks.
   3. The total number of marks available from scored questions is: 295
   4. The tenderer which receives the most marks will be awarded a score of 100.
   5. Percentages and weighted scores will be integers only.
   6. All total scores will be converted into percentage points using the following formula:

(tenderer score/total available score)\*100

* 1. The weighting for the scored questions is 70%
  2. The weighted score will be determined using the following formula:

(Percentage score/100)\*70

Worked example: A supplier scoring 205 total marks would receive the following weighted score:

(205/295)\*100 = 69%

(69/100)\*70 = 48 is the weighted score for this section of the ITT evaluation

1. The scoring for the pricing element will be undertaken as follows:
   1. The Agency will evaluate the total cost of the solution(s) proposed.
   2. This figure mustbe present in the Pricing Appendix. The total cost to the Agency must be over five years on a 3 + 1 + 1 basis.
   3. The formula for attributing scores will be:
      1. (lowest total cost/supplier total cost)\*100 to give a percentage. This percentage will then be attributed a weighted score:
      2. (percentage score/100)\*30 to provide a score weighted to 30% of the overall marks.
      3. Worked example:

(98000/98000)\*100 = 100%

(100/100)\*30 = 30

(98000/210000)\*100 = 47%

(47/100)\*30 = 14

1. The two weighted scores, for Quality and Price will then be added together to provide a final score.
2. A supplier scoring a weighted score of 48 on the Quality section and 14 on the Pricing section would therefore receive a final score of 62.

# Appendix A: Procurement terms and conditions

## Procedural requirements

1. This document together with all other associated documents provided to Suppliers in connection with this Procurement contain procedural requirements which Suppliers must follow. Failure to comply with or follow any procedural requirement may result in the exclusion of the Supplier from the Procurement at the Authority’s sole discretion.

## Central Digital Platform

1. Suppliers that wish to participate in this Procurement are responsible for ensuring that the Central Digital Platform contains complete, accurate and up-to-date information about their organisation and any Associated Suppliers which are relevant for the purposes of this Procurement. A Supplier must notify the Authority immediately if it is unable to register on the Central Digital Platform and/or to provide accurate and up-to-date information via the Central Digital Platform.

### Transparency

1. Suppliers should note that, in accordance with general transparency obligations and procurement law obligations under the Act, the Authority routinely publishes details of its procurement processes and awarded contracts. This includes, but is not limited to, the contract value, the identity of the successful Supplier, the identity of any unsuccessful Suppliers (for public contracts with an estimated value of more than £5 million), compliance with payment obligations and contract performance. Compliance with these obligations may involve the Authority taking steps without consultation with Suppliers. Where required under the Act, a copy of the Contract will be published (subject to making any reasonable and proportionate redactions permitted under the Act).
2. All central government departments and their executive agencies and non-departmental public bodies are subject to controls and reporting within government. In particular, they report to various government bodies including but not limited to the Cabinet Office and HM Treasury for all expenditure. The Authority reserves its absolute right to share within government any of the documentation/information submitted by Suppliers during this Procurement (including any information that a Supplier considers to be confidential and/or commercially sensitive).
3. Where required, the Authority will disclose on a confidential basis any information it receives from Suppliers during the Procurement to any third party engaged by the Authority for the specific purpose of assessing or assisting the Authority in assessing the Supplier’s submission. In providing such information the Supplier consents to such disclosure.

## Modifying the Procurement

1. Neither the Tender Notice, this document nor any information given as part of the Procurement shall be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual agreement.
2. The Authority reserves the right to cancel the Procurement at any point and/or to choose not to award any contract as a result of this Procurement.
3. Suppliers will remain responsible for all costs and expenses incurred by them, their staff, and their advisers or by any third party acting under their instructions in connection with this Procurement. For the avoidance of doubt, the Authority will not be liable for any costs or expenditure resulting from any cancellation or amendment of this Procurement.
4. The Authority reserves the right at any time:

a. to issue amendments, modifications or additional information to any documentation which forms part of this Procurement, including the Procurement terms and conditions contained in this Appendix A

b. to require a Supplier to clarify their proposal(s) and/or Tender or PSQ Response in writing and/or provide additional information – failure by a Supplier to respond adequately may result in their Tender being rejected

c. to alter the Procurement Timetable for this Procurement [including the right to award different lots at different times]

d. to rewind and re-run any part of the Procurement on the same or an alternative basis

e. to amend its requirements in relation to the Procurement, as described herein

1. If the Authority modifies the Procurement, it will inform all Suppliers simultaneously via the Portal and will assume all Suppliers have taken account of the amendments when submitting their Tender and PSQ Response.

## Option to direct award

1. In accordance with the Procurement Act 2023 sch. 5 paragraph 5a - if, during the tender process, the Agency discovers that a potential tenderer possesses an exclusive right to sell certain IP which is the only possible solution it reserves the right to Direct Award to the potential tenderer which holds this exclusive right.

## Confidentiality and publicity

1. Save to the extent made publicly available by the Authority, the information in this document (together with all attachments and any other information communicated to Suppliers during the Procurement) is made available on the condition that it is treated as confidential information by the Supplier and is not disclosed, copied, reproduced, distributed or passed to any other person at any time except in order to comply with legal obligations or for the purpose of enabling a submission to be made to the Authority, provided that such person has given an undertaking prior to the receipt of the relevant information (and for the benefit of the Authority) to keep such information confidential.
2. Suppliers must not take part in any publicity activities with any part of the media about this Procurement without obtaining the express prior written agreement of the Authority. When requesting prior written agreement, Suppliers are required to detail the proposed media coverage including format and content of any publicity.

### Non-disclosure agreement

1. Not used

### Freedom of information and environmental information

1. The Authority is subject to the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR). All information submitted to the Authority may be disclosed in response to a request made pursuant to the FOIA or the EIR.
2. In respect of any information submitted by a Supplier that it considers to be commercially sensitive, the Supplier should:

a. clearly identify which information is considered commercially sensitive and complete the table contained within Appendix H

b. explain the potential implications of disclosure of such information

c. provide an estimate of the period of time for which the Supplier considers that such information will remain commercially sensitive.

1. The Authority will endeavour to:

a. hold confidential all information submitted by a Supplier that it identifies as being commercially sensitive

b. consult with a Supplier about commercially sensitive information before making a decision on any FOIA requests and EIR requests received.

1. Suppliers should note, however, that the final decision on any FOIA request and EIR request rests with the Authority, subject to applicable law. Even where information is identified as commercially sensitive, unless an exemption/exception provided for under the FOIA/EIR is applicable, the Authority will be obliged to disclose that information in response to a request. Accordingly, the Authority cannot guarantee that any information marked ‘commercially sensitive’ will not be disclosed.

## Requirements on sub-contractors and consortium

1. If requested to do so by the Authority, a Supplier will be required to enter into a legal arrangement with other members of a consortium or with any parties which are relied on in order to satisfy the conditions of participation relating to this Procurement (in accordance with section 72 of the Act). Acceptance of this request shall be considered a mandatory requirement and failure to accept the same may result in the Supplier’s exclusion from the Procurement.

## Parent company guarantee or other securities

1. The Authority reserves the right to require a parent company guarantee or alternative equivalent form of security should the Supplier be successful in this Procurement.
2. Where the Supplier’s parent company is incorporated outside the United Kingdom, the Authority will require a legal opinion from an independent firm of lawyers practising in that jurisdiction (at the Supplier’s own cost and expense) as to the capacity/authority of the parent company to enter into the parent company guarantee and the enforceability of the terms of the parent company guarantee in the relevant overseas jurisdiction.
3. Notwithstanding the above, the Authority may specify minimum contractual financial security requirements as appropriate having regard to the financial assessment undertaken during this Procurement. Where the Authority specifies any financial security requirements, acceptance of the requirements shall be considered a mandatory condition and failure to accept the same may result in the Supplier’s exclusion from the Procurement.

## Non-collusion, non-canvassing

1. Any attempt by a Supplier or its advisers to influence the Procurement in any way may result in the exclusion of the Supplier, without prejudice to any other civil or legal remedies available to the Authority and without prejudice to any criminal liability that such conduct by a Supplier may attract.
2. Specifically, Suppliers must not directly or indirectly at any time:

a. devise or amend the content of their submissions in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, subcontractor, consortium member, insurance provider or provider of finance

b. enter into any agreement or arrangement with any other person as to the form or content of any other submission or pay or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other submission

c. enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a response in this Procurement

d. canvass any employees, members or agents of the Authority in relation to this Procurement

e. attempt to obtain information from any of the employees, members or agents of the Authority or their advisors concerning another Supplier or submission

f. carry out any other co-operation or collusion with another Supplier or any other person which the Authority considers capable of undermining fair competition.

1. Suppliers are required to complete and return Appendix G (Certificate of non-collusion and non-canvassing) noting that the Authority will be entitled to rely on the information provided in the certificate.

### Conflicts of interest

1. The Authority is under a duty to identify and keep under review any actual or potential conflicts of interest amongst the persons acting on its behalf in this Procurement and to take reasonable steps to ensure that any conflict of interest does not put any Supplier at an unfair advantage or disadvantage. Suppliers must notify the Authority immediately of any actual, potential or perceived conflict of interest.
2. In the event of any actual, potential or perceived conflict of interest, the Authority shall in its absolute discretion decide on the appropriate course of action. The Authority reserves the right to:

a. exclude any Supplier that fails to notify the Authority of an actual, potential or perceived conflict of interest, or where an actual conflict of interest exists which cannot be avoided

b. request further information from any Supplier and require any Supplier to take reasonable steps to mitigate a conflict of interest. This may include requiring any Supplier to enter into a specific conflict of interest agreement with the Authority. Failure to take the steps requested by the Authority may result in the Supplier being excluded from participating in, or progressing as part of, the procurement process.

1. The Authority strongly encourages Suppliers to contact the Authority as soon as possible using the Portal should they have any concerns regarding actual, potential or perceived conflicts of interest.

### Conflict assessments

1. The Authority confirms that, prior to the issue of the Tender Notice in this Procurement, a conflict assessment has been prepared in accordance with the Act.

### Intellectual property

1. Suppliers are reminded that all intellectual property rights, including copyright, in the documents and materials supplied by the Authority and/or its advisers in this Procurement, in whatever format, belong to the Authority, its advisers or the relevant owner/licensor. Suppliers must not copy, reproduce, distribute or otherwise make available any part of these documents to any third party (except for the purpose of preparing a submission) without the prior written consent of the Authority. All documentation supplied by the Authority in relation to this Procurement must be returned or destroyed on demand, without any copies being retained by Suppliers.

## Ethical walls agreement

1. Not used

### Anti-competitive behaviour

1. Suppliers are reminded of their obligations under applicable competition laws. The Authority may require evidence from Suppliers that their arrangements are not anti-competitive and reserves the right to require any Supplier to comply with any reasonable measures which may be needed to verify that no anti-competitive arrangements are in place.
2. Any evidence of anti-competitive behaviour may result in a Supplier being disqualified from the Procurement. The Authority also reserves the right to refer any suspected breaches of applicable competition laws to the relevant authorities including, but not limited to, the Competition and Markets Authority and the Serious Fraud Office.
3. Suppliers should note that anti-competitive behaviour may result in the Supplier being excluded from bidding for contracts under Schedule 7, Paragraph 7 of the Act. Where a relevant decision has been made by the Competition and Markets Authority under the Competition Act 1998, the Supplier may also be excluded from bidding for contracts under Schedule 6, paragraph 41 and may be added to the debarment list and/or be liable for civil and/or criminal penalties.

### The Authority’s right to reject

1. The Authority reserves the right to reject or disqualify a Supplier, its associated persons or intended sub-contractors at any time during the Procurement procedure where:
   1. any PSQ Response or Tender is submitted late, is completed incorrectly, is materially incomplete or fails to meet the Authority’s submission requirements which have been notified to the relevant Supplier;
   2. the Supplier is unable to satisfy conditions of participation at any stage during the Procurement;
   3. the Supplier, or any of its associated persons or intended sub-contractors is guilty of material misrepresentation in relation to any representation and submissions made in connection with this Procurement including in the (but not limited to) Supplier’s PSQ Response, Tender and any clarification responses; or
   4. the Supplier, or any of its associated persons or intended sub-contractors, contravenes any of the terms and conditions set out in this document or any other document issued by the Authority in connection with this Procurement, or in any updated and additional instructions issued by the Authority.
2. The disqualification of a Supplier or any of its associated persons or intended sub-contractors will not prejudice any other civil remedy available to the Authority and will not prejudice any criminal liability that such conduct may attract.

### Contract

1. A Tender is an offer to enter into a contract on the terms of the contents of the Tender and the Contract. Notification of an award decision does not constitute acceptance by the Authority. Any document submitted by a Supplier shall only have contractual effect when it is contained within an executed written contract.
2. The Supplier’s Tender must remain valid for acceptance for a period of 90 days from the date of its submission or, if later, until any procurement challenge/s have been resolved.

### Supplier withdrawal

1. Suppliers may withdraw from the Procurement at any time before the tender submission deadline by providing written notification to the Authority via the Portal.

### Supplier eligibility

1. Suppliers are reminded that the eligibility requirements in this document, Tender Notice and all other associated tender documents apply to the Procurement at all times.
2. The Authority reserves the right to require any Supplier to provide such further information as the Authority may require (and for the avoidance of doubt, the Authority may make multiple requests) as to any issue addressed in the procurement process, including, but not limited to, the economic and financial standing of the Supplier at any stage of the Procurement and prior to the notification of the award decision and/or the award of the Contract.
3. The Authority must be notified in writing via the Portal promptly of any changes in the information that the Supplier has provided in its response to this Procurement (including but not limited to arrangements in relation to any Associated Suppliers) at any point before the entry into the Contract so that the Authority may assess whether the Supplier continues to satisfy the relevant conditions of participation and should continue to qualify for participation in the Procurement. For the avoidance of doubt, the Authority reserves the right to take such action as it deems appropriate in the light of its assessment of the updated information, including (but not limited to) excluding the Supplier concerned from the Procurement.

### Supplier warranties

1. In responding to this invitation, the Supplier warrants, represents and undertakes to the Authority that:

a. it understands and has complied with the conditions set out in this document

b. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Authority by the Supplier, its staff or agents in connection with or arising out of the Procurement are true, complete and accurate in all respects, both as at the date communicated and as at the date of the submission of the response to this document

c. it has made its own investigations and undertaken its own research and due diligence, and has satisfied itself in respect of all matters (whether actual or contingent) relating to the invitation and has not submitted its response in reliance on any information, representation or assumption which may have been made by or on behalf of the Authority (with the exception of any information which is expressly warranted by the Authority)

d. it has full power and authority to respond to this document and to perform the obligations in relation to the Contract and will, if requested, promptly produce evidence of such to the Authority.

1. Suppliers should note that the potential consequences of providing incomplete, inaccurate or misleading information include that:

a. the Authority may exclude the Supplier from participating in this Procurement

b. the Supplier may be excluded from bidding for contracts under Schedule 7, Paragraph 13 of the Act

c. the Authority may rescind any resulting contract under the Misrepresentation Act 1967 and may sue the Supplier for damages

d. if fraud or fraudulent intent can be proved, the Supplier may be prosecuted and convicted of the offence of fraud by false representation under section 2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both) – if there is a conviction, then the Supplier may be excluded from bidding for contracts under Schedule 6, Paragraph 15 of the Act and may be added to the debarment list.

### Third parties

1. Nothing in these terms is intended to confer any rights on any third party under the Contracts (Rights of Third Parties) Act 1999. This does not affect any right or remedy of any person which exists or is available apart from that Act.

### Applicable law

1. The law of England is applicable to this Procurement.
2. Suppliers must agree to submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute arising out of or in connection with this Procurement.

# Appendix B: The Authority’s detailed requirement

Backup and archive have been underinvested in at the MHRA for some time. As a result, there is no cohesive strategy that covers all agency data. There are several different solutions which do not complement each other and offer varying degrees of effectiveness.

We are looking for a partner who can provide a holistic strategy covering all the different types of data and applications we use. We have data that must be highly available and easy to restore quickly, and data that is very unlikely to be needed regularly but must be retained as a historical record. Our partner and solution must be capable of handling both, and everything in between.

For ease of management, we would like a single pane of glass spanning all our backup and archive arrangements. Those arrangements should be tailored to the data they support, so they can be cost effective and efficient for each scenario. We are not looking for multiple solutions though, as we prefer to consolidate technologies as far as possible. Extra marks will be awarded for partners who are able to cover all data types with one or the fewest different solutions.

We also expect a hybrid solution that makes the most of the Cloud without committing us wholesale to expensive storage that is environmentally unfriendly.

The components of our strategic approach include:

1. **Backup Software**: Central to our strategy, this software orchestrates all backup operations, ensuring data is securely copied, stored, and retrievable.
2. **Cloud Storage**: Utilized for its scalability and accessibility, allowing for efficient data recovery and management across geographically dispersed locations.
3. **S3 Capable Storage**: Ensures compatibility with cloud environments, providing flexibility and scalability in managing web-scalable computing.
4. **Block Storage**: Offers high performance and low latency, suitable for our operational databases and transactional data needs.
5. **Tape Backups (possibly)**: Only to be used for long-term retention and disaster recovery due to their cost-effectiveness and durability, if at all.

The image below summarises what we expect a strategic solution to be able to offer.

**A diagram of a backup software

Description automatically generated**

1. **Detailed requirements**

In scope (essential):

* Strategy for backups and archives that provides the most efficient and effective medium for the data being backed up or archived
* ‘Single pane of glass’ management console that gives the MHRA a consolidated view of its backup and archive estate and status
* A single solution (or as few as possible) for managing backups and moving data to archive – we are not looking for a managed service
* Hybrid Cloud Integration – Seamless integration with both on-premises and cloud storage
* Virtual Tape Library (VTL) Support – capability to mimic tape storage with disk-based solutions, easing the transition from physical tape backups.
* S3 Compatibility & Integration – Support for storage solutions compatible with S3, facilitating cloud storage and archival.
* Integration with Current Systems – Compatibility with existing backup and recovery solutions like NetBackup, Azure Backup, Ansible, etc., without disrupting workflows
* Avoidance of Vendor Lock-in – Flexibility in solution adoption and migration to prevent dependency on a single vendor in the future
* Commitment to continuous improvement – a target of 10 percent annual improvement in automation and total cost of backup and archive ownership.

In scope (preferred):

* Data Tiering – the ability to manage data based on access frequency, with automated transitions between hot and cold storage.
* Immutable Storage Options – Support for write-once-read-many (WORM) storage to prevent data alteration or deletion, for compliance purposes.
* Data Deduplication – Mechanisms to eliminate redundant data copies, reducing storage volume without losing data integrity.
* Scalability and Elasticity – Ability to expand storage and processing capabilities as needed without significant system redesign.
* High Availability and Disaster Recovery – Support for redundant data storage across geographic locations and comprehensive DR planning.
* Metadata Management Tools – Efficient indexing, categorization, and tagging to ensure quick and easy data retrieval.
* Security Compliance & Encryption – Must meet stringent security standards, including data encryption in transit and at rest, with compliance to GDPR, HIPAA, etc.
* Data Lifecycle Management – Automated tools for managing data retention, archival, and disposal according to policy.
* Performance Metrics Compliance – Must meet or exceed specific backup and recovery time objectives and recovery point objectives.
* Automated Backup Verification – Automated integrity checks of backups with alerts for failures and detailed reports for audits.
* Management Interface Usability – A user-friendly interface for managing backup, recovery, and storage policies efficiently.
* Vendor Support & SLA Guarantees – Comprehensive vendor support including technical assistance, firmware updates, and hardware replacement under clear SLAs.
* Environmental Sustainability – Adherence to green IT principles, with energy-efficient and environmentally sustainable solutions.
* Off-site and Cloud Storage Solutions – Support for secure, off-site and cloud-based storage options for enhanced data protection.
* Regular Data Migration Plans – Strategy for periodic data migration to newer technologies to prevent data obsolescence.
* Critical Application Management –Tools to identify and prioritize backup and recovery of critical applications and data.
* RTO and RPO Management Tools – Capabilities to define, document, and adhere to specific RTOs and RPOs for each critical application.
* Disaster Recovery Testing Support – Features allowing for regular DR tests and simulations without impacting the live environment.
* Total Cost of Ownership – Detailed breakdown of purchase, operation, and maintenance costs over the solution's lifecycle.
* Implementation and Training Services – Availability of implementation assistance and training services for IT staff and end-users.
* Future-Proofing and Innovation – Commitment to ongoing innovation and adaptability to future technological advancements.
* Integration with Various Backup Solutions – Compatibility and seamless integration with a broad range of backup solutions and platforms.
* Enables Zero Trust Architecture – Incorporation of Zero Trust principles, ensuring secure access control and verification at all stages.
* Cost-Effective Approach for 99-Year Retention – An economically viable solution for storing, managing, and accessing data over a 99-year period.
* Adaptive to Regulatory Changes – Flexibility to adapt to future regulatory and compliance requirements without significant overhauls.
* Scalable Encryption and Key Management – Sophisticated encryption mechanisms with scalable key management solutions to secure data effectively.
* Seamless Data Portability – Ensures data can be easily moved and accessed across different environments without vendor lock-in.
* Advanced Analytics for Data Insight – Use of data analytics to provide insights into backup operations, efficiency, and optimization opportunities.
* User Training – A thorough training program for IT staff and users to ensure effective use and management of the backup solution.
* Robust Technical Support – Guaranteed access to expert technical support for troubleshooting, updates, and optimizations.

1. **Our current backup and archive arrangements**

The agency currently operates from two office locations (South Mimms and Canary Wharf) and one data centre (Cody Park). Our current backup and archive estate comprises:

**NetBackup Cody Park**

* Systems Covered: Production SENTINEL HPUX systems.
* Backup Medium: Tape (off-site storage at third party).
* Frequency: Daily.
* Capacity: Utilizes NetBackup version 10, with no current capacity issues. Total protection extends to 100TB daily.
* Strategic Use: Traditional tape backup for long-term storage and disaster recovery.
* **Tape Libraries**: Equipped with LTO 4 and LTO 8 tape drives.

**Tape Backup System (NetBackup Cody Park)**

* Scope and Usage: Primary system for daily backups of production SENTINEL HPUX systems. Data is systematically archived to secure off-site storage managed by third party.
* Capacity Details: The system handles daily backups encompassing 100TB, with an overall managed capacity reaching up to 300TB.
* Operational Workflow: Data from critical systems is captured daily and transferred to high-durability magnetic tape storage, which is then transported to Iron Mountain for long-term preservation.

**NetBackup South Mimms**

* Systems Covered: VMware Guest Virtual Machines and High-Performance Computing (HPC) Storage.
* Backup Medium: Tape (off-site storage at Iron Mountain).
* Frequency: Daily for VMware VMs, weekly for HPC Storage.
* Issues: Approaching capacity limits, causing long backup windows and limited time for restore testing.
* Strategic Use: Balances between daily operational backups and weekly intensive storage needs.
* **Tape Libraries**: Equipped with LTO 4 and LTO 8 tape drives.

**VMware and High-Performance Computing Storage (NetBackup South Mimms)**

* Scope and Usage: Covers backup needs for VMware guest virtual machines and high-performance computing (HPC) storage, with a focus on balancing between operational flexibility and robust data protection.
* Capacity Details: The system is nearing its capacity limits, with about 500TB of data actively managed and significant stress on storage during peak backup windows.
* Operational Challenges: The current setup struggles with scalability and restoration efficiency, highlighting the need for a strategic review and capacity enhancement.

**Azure Backup**

* Systems Covered: Azure Virtual Machines and VMware Virtual Machines at Cody Park.
* Backup Medium: Azure Recovery Services vaults (UK South region).
* Frequency: Daily.
* Issues: Increasing storage requirements due to long-term data retention policies.
* Strategic Use: Leverages cloud scalability and resilience for critical VM data.

**Ansible**

* Purpose: Backup of all agency switch and firewall configurations.
* Backup Medium: Azure storage account (UK South region).
* Frequency: Daily.
* Strategic Use: Ensures rapid restoration to maintain network integrity and security.

**SQL Native Backups**

* Systems Covered: Production MSSQL instances.
* Backup Medium: Azure storage account (UK South region).
* Frequency: Daily.
* Strategic Use: Protects critical database content, enabling quick recovery from data loss.

**Veeam for M365**

* Systems Covered: Exchange Mailboxes, Exchange Archives, SharePoint Sites, and Teams Channels.
* Backup Medium: Azure Blob Storage.
* Frequency: Daily for Mailboxes, Sites, and Channels; weekly for Archives.
* Retention: Approximately 30 days.
* Strategic Use: Ensures regular backup and retention for Microsoft 365 services.

**Virtual Tape Libraries**

* Systems Covered: Back up of VMware and High-Performance Computing (HPC) storage.
* Backup Medium: HPE StoreOnce
* Frequency: Daily, weekly and monthly
* Strategic Use: Libraries in Cody Park serve as offsite backup for South Mimms data and vice versa. Replication is in place between both to ensure alignment of data.

**Offline Tape Backup**

Container and tape utilization details:

Total Number of Containers Tracked: 21:

* + Delivered to MHRA: 14 containers
  + With third party: 7 containers

Total Number of Tapes Tracked: 2,732

* + With third party: 2,499 tapes
  + Delivered to MHRA: 233 tapes

The majority of tapes are currently stored with a third party providing offsite storage.

1. **Current backup and archive volumes**

The agency currently backs up the following data volumes.

**On Prem:**   
A close-up of a price list

Description automatically generated

**Offline Tape Backup:**

* Total Number of Containers Tracked: 21
* Total Number of Tapes Tracked: 2,732

**In Cloud:**

The figures below are estimates only and remain to be validated. We anticipate +/- 30 per cent variance. 

* Standard Backup Tier: 425,152 GB (415.38 TB)
* Archive Backup Tier: 11,200 GB (10.94 TB)
* Snapshot Usage (e.g. VM): 5,376 GB (5.25 TB)

1. **Anticipated Recovery Time Objectives and Recovery Point Objectives**

We are working to define these now but expect objectives in the ranges shown below. Please note these are estimates only: 

|  |  |  |
| --- | --- | --- |
| RPO  (hours) | RTO  (hours) | Percentage of agency applications we expect this to apply to |
| 24 | 72+ | 75-85 per cent |
| Up to 24 | 24-72 |
| 12 | 8-24 | <10 per cent |
| 6 | 4-8 | <5 per cent |

# Appendix C: Service Levels, Service Credits and KPIs

For delivery of the solution, we will measure the quality of the delivery by:

(This table includes 4 columns and 3 rows)

|  |  |  |  |
| --- | --- | --- | --- |
| KPI/SLA | Service Area | KPI/SLA description | Target |
| 1 | Delivery Progress Reporting | Weekly progress delivery reports presented by the Supplier at an agreed project board | 100% |
| 2 | Delivery Milestones | Delivery against mutually agreed baselined project plan | +/- 21 days |

For ongoing support of the solution, we have the following requirements:

* 24/7 Technical Support: Ensure vendors provide 24/7 technical support to address any issues or emergencies that may arise.
* Dedicated Account Manager: Require a dedicated account manager to oversee the implementation, support, and optimization of the backup solution.

Service Level Agreements (SLAs):

* Uptime Guarantee: The backup solution should guarantee a minimum uptime of 99.9% to ensure availability and reliability.
* Response Time: Vendors must commit to specific response times for support requests, such as:
  + Critical Issues: Response within 1 hour.
  + High Priority Issues: Response within 4 hours.
  + Standard Issues: Response within 24 hours.

Regular Reviews:

* Conduct regular reviews with vendors to assess performance against SLAs and identify opportunities for improvement. Establish a feedback loop to ensure continuous improvement in service quality.

# Appendix D: The draft contract terms



# Appendix E: Glossary

| **Defined term** | **Definition** |
| --- | --- |
| Act | means the Procurement Act 2023. |
| Associated person | is as defined in section 26(4) of the Act as a person the Supplier is relying on in order to satisfy the conditions of participation (but not a person who is to act merely as a guarantor as described in section 22(9) of the Act).  Associated persons are sub-contractors or consortium members who are being relied on by the prime/main supplier to satisfy the conditions of participation. Associated persons are likely to be within the first tier of sub-contractors, but may be further down the supply chain, for example in procurements of contracts with highly technical elements. |
| Associated Suppliers | means a supplier who is associated with the Supplier because either (a) the suppliers are submitting a tender together, or (b) the Authority is satisfied that the suppliers will enter legally binding arrangements to the effect that the Supplier will sub-contract the performance of all or part of the Contract to the other supplier, or the other supplier will guarantee the performance of all or part of the Contract by the Supplier (as set out in section 22(9) of the Act). |
| Authority | means the Department of Health and Social Care. |
| Central Digital Platform | means the online system referenced in the Act and defined by regulation 5(2) of the Procurement Regulations 2024 (SI 2024 No. 692). It is It is available at [www.gov.uk/find-tender](http://www.gov.uk/find-tender).  The Central Digital Platform enables:   * contracting authorities and suppliers to register and receive a unique identifier * contracting authorities to publish notices and other information as required under the Act for covered and below-threshold procurements * suppliers to submit and store certain core organisational information as required by the regulations to participate in a covered procurement. This information will only be available to those contracting authorities that a supplier chooses to share it with; it cannot be freely accessed * anyone to view the notices and access related public procurement data. |
| Conditions of participation | are as defined in section 22 of the Act and are used to assess the Supplier (but not the Supplier’s Tender).  The Conditions of Participation which Suppliers are required to satisfy in relation to this Procurement are set out in Part 3 of the procurement specific questionnaire (in the Qualification Envelope) and the Authority has set out how they will be assessed within ‘The assessment process and award criteria’ section of this document. |
| Connected Persons | is as defined in paragraph 45 of Schedule 6 to the Act. In summary, it covers:   1. a person with ‘significant control' over the supplier (within the meaning given by section 790C(2) of the Companies Act 2006) 2. a director or shadow director of the supplier 3. a parent undertaking or a subsidiary undertaking of the supplier 4. a predecessor company 5. any other person who it can reasonably be considered stands in an equivalent position in relation to the supplier as a person within any of paragraphs a to d. 6. any person with the right to exercise, or who actually exercises, significant influence or control over the supplier 7. any person over which the supplier has the right to exercise, or actually exercises, significant influence or control. |
| Contract | means the contract to be entered into by the Authority with the successful Supplier. |
| Core supplier information | is as defined in the regulation 6(9) of the Procurement Regulations 2024, and is divided into four key categories of information covering (in summary):   * basic information – this includes (but is not limited to) the supplier’s name, unique identifier, address, VAT number (if applicable), legal form and date of company registration (if applicable), details of qualifications/trade associations and classification, for example whether the supplier is an SME and/or a public service mutual * economic and financial standing information – as set out in the supplier’s most recent financial accounts * connected person information – this includes (but is not limited to) information relating to relevant connected persons such as names, date of birth and nationality, service address and legal form * exclusion grounds information – this includes information relating to relevant convictions and events that form either a mandatory or discretionary exclusion ground under the Act. |
| Debarment | means the mechanism under which a Minister of the Crown can put a supplier on the centrally-published [debarment list](https://www.gov.uk/guidance/procurement-review-unit). This must be following an investigation, whereby the minister is satisfied that a supplier is an excluded supplier or an excludable supplier and should be added to the debarment list. |
| Excluded supplier | means an excluded supplier as defined in section 57(1) of the Act.  A supplier is an ‘excluded supplier’ where the Authority considers, firstly, that a **mandatory exclusion** ground applies to the supplier or an associated person and, secondly that the circumstances giving rise to the exclusion ground are continuing or likely to occur again.  A supplier is also an excluded supplier where a Minister of the Crown has already determined this – i.e. where the supplier or an associated person is on the debarment list because of a mandatory exclusion ground. |
| Excludable supplier | means an excludable supplier as defined in section 57(2) of the Act.  A supplier is an ‘excludable supplier’ where the contracting authority considers, firstly, that a **discretionary exclusion** ground applies to the supplier or an associated person and, secondly, that the circumstances giving rise to the exclusion ground are continuing or likely to occur again.  A supplier is also an excludable supplier where a Minister of the Crown has already determined this – i.e. where the supplier or an associated person is on the debarment list because of a discretionary exclusion ground. |
| Exclusions | means the list of mandatory (schedule 6) and discretionary (schedule 7) exclusion grounds under the Act. The Authority has a duty to consider both whether any of these apply to Suppliers (including by virtue of a Connected Person), as well as whether the circumstances are continuing or likely to occur again. The Authority must exclude an excluded supplier and may exclude an excludable supplier from this Procurement. |
| FOIA and EIR | means the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) which the Authority is subject to. |
| Government Security Classification | means the Government Security Classification Policy which can be accessed here [Government Security Classifications - GOV.UK](https://www.gov.uk/government/publications/government-security-classifications). |
| Intended sub-contractors | means a sub-contractor to whom the Supplier intends to sub-contract the performance of all or part of the Contract.    This is not restricted to sub-contractors that the Supplier is relying on to meet conditions of participation (who will in any event be associated persons) but applies to all sub-contractors (of all tiers) to whom the Supplier intends to sub-contract the performance of all or part of the Contract. |
| Key Performance Indicators or KPIs | means the key performance indicators (KPIs) set out in Appendix C. |
| Open Procedure | means the open procedure as defined by section 20 of the Act. |
| Portal | means the Atamis esourcing portal used by the Authority for the purposes of this Procurement and which can be accessed here [DHSC & Health Family Portal](https://atamis-1928.my.site.com/s/Welcome). |
| Procurement | means this Open Procedure procurement process. |
| Procurement Timetable | means the timetable for this Procurement as set out in this document. |
| PSQ Response | means a Supplier’s response to the Qualification Envelope |
| Service Credits | means the service credits set out in Appendix C. |
| Service Levels | means the service levels set out in Appendix C. |
| Supplier or Suppliers | means a supplier or suppliers (as the case may be) participating in the Procurement. |
| Tender | means those parts of a Supplier’s submission in this Procurement comprised within the Technical Envelope and the Commercial Envelope. |
| Tender Notice | means the tender notice with reference [insert reference] published on [insert date] on the Central Digital Platform. |
| TUPE | means the Transfer of Undertakings (Protection on Employment) Regulations 2006 (as amended). |
| Unique identifier | is as defined in regulation 8 of the Procurement Regulations 2024. In the case of a supplier, it is the unique code which is submitted to the Central Digital Platform and is recognised by that platform or, where no such code is submitted and recognised, it is the unique code which is allocated by that platform when the supplier registers on that platform. |

# Appendix F: Form of tender

Dear Sir or Madam

Form of tender

I/We, the undersigned, tender and offer to provide the Contract as listed below, which is more particularly referred to in the Invitation to Tender supplied to me/us for the purpose of tendering for the provision of the Contract and on the terms of the draft Contract.

Included within this document are the following:

Checklist for tenderers

List all documents to be submitted to the Portal.

| **Document number** | **Document name** | | **Included (Y/N)** |
| --- | --- | --- | --- |
|  | Qualification Envelope |  | |
|  | Technical Envelope |  | |
|  | Commercial Envelope |  | |
|  | Appendix G: Certificate of non-collusion and non-canvassing |  | |
|  | Appendix F: Form of tender |  | |
|  | Appendix H: Commercially sensitive information |  | |
|  | Exclusions information (in PDF format) for associated persons (if any), if not shared via the Central Digital Platform |  | |

**Note:** If Suppliers do not provide all of the items in the checklist, this may result in the response being treated as non-compliant and therefore rejected.

[I/We confirm that I/we can supply the Contract as specified in our response to the Invitation to Tender and in accordance with the financial model response submitted and other terms of our tender submission.]

[I/We confirm that we accept the terms of the draft Contract as issued with the Invitation to Tender.]

I/We understand that the Authority reserves the right to accept or refuse this tender in accordance with the Procurement Act 2023 and/or the Invitation to Tender.

I/We confirm that all information supplied to the Authority and forming part of this tender is true and accurate.

I/We confirm that the Supplier, together with all Associated Suppliers:

• are registered on the Central Digital Platform

• have ensured their information contained on the Central Digital Platform is true and accurate

I/We confirm and undertake that if any of such information becomes untrue or misleading that I/we shall notify the Authority immediately and update such information should this be required.

I/We confirm that this tender will remain valid for 90 days from the date of this form of tender or, if later, until any procurement challenge/s have been resolved.

I/We confirm that I/we are authorised to commit the Supplier to the contractual obligations contained in the Invitation to Tender and the draft Contract.

I/We understand that non-compliance with the requirements of the Invitation to Tender or with any other instructions given by the Authority may lead to me/us being excluded by the Authority from (further) participation in the Procurement.

I/We agree that the Authority may disclose the Supplier’s information/documentation (submitted to the Authority during this Procurement) more widely within government for the purpose of ensuring effective cross-government procurement processes, including value for money and related purposes.

Improving Transparency of AI use in Procurement

For Information Only (Not Scored) AI tools can be used to improve the efficiency of your bid writing process, however they may also introduce an increased risk of misleading statements via ‘hallucination’. Have you used AI or machine learning tools, including large language models, to assist in any part of your tender submission? This may include using these tools to support the drafting of responses to award questions.

Yes ロ No ロ

Please provide details: Where AI tools have been used to support the generation of Tender responses, please confirm that they have been checked and verified for accuracy:

|  |
| --- |
|  |

|  |  |
| --- | --- |
| **Signature** |  |

|  |  |
| --- | --- |
| **Name (print)** |  |

|  |  |
| --- | --- |
| **Position** |  |

|  |  |
| --- | --- |
| **Supplier name** |  |

|  |  |
| --- | --- |
| **Date** |  |

# Appendix G: Certificate of non-collusion and non-canvassing

Statement of non-canvassing

I/we hereby certify that I/we have not canvassed any minister, official, representative or adviser of the Authority in connection with this Procurement and the proposed award of the Contract by the Authority, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act. I/we agree that the Authority may, in consideration of our tender, and in any subsequent actions, rely on the statements made in this certificate.

I/we further hereby undertake that I/we will not canvass any minister, official, representative or adviser of the Authority in connection with the Procurement and/or award of the Contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

Statement of non-collusion

The Authority must receive bona fide competitive tenders from all Suppliers.

In recognition of this requirement, I/we certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer or the price in accordance with any agreement or arrangement with any other person (except any Associated Supplier identified in this offer).

I/we also certify that I/we have not done, and undertake that I/we will not do, at any time during the Procurement or, in the event of my/our final tender being successful, during the term of the Contract, any of the following acts:

1. communicate to any person, other than the Authority, the amount or approximate amount of my/our proposed offer except where the disclosure in confidence was essential to obtain insurance premium quotations required for its preparation

2. enter into any agreement or agreements with any other person that they shall refrain from participating in the tendering process carried out by the Authority or as to the amount of any offer submitted by them during the course of this process

3. cause or induce any person to enter into such an agreement as is mentioned in paragraph 2 above or to inform us of the amount or the approximate amount of any other tender for the Contract

4. commit any offence under the Bribery Act 2010

5. offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done any act or omission in relation to any other tender or proposed tender for the performance of the Contract.

In this certificate, the word ’person’ includes any person, body or association, corporate or incorporate and ‘agreement’ includes any arrangement whether formal or informal and whether legally binding or not.

I/we agree that the Authority may, in its consideration of the tender and in any subsequent actions, rely on the statements made in this Certificate.

|  |  |
| --- | --- |
| **Signature** |  |

|  |  |
| --- | --- |
| **Name (print)** |  |

|  |  |
| --- | --- |
| **Position** |  |

|  |  |
| --- | --- |
| **Supplier name** |  |

|  |  |
| --- | --- |
| **Date** |  |

# Appendix H: Commercially sensitive information

This appendix should be read in conjunction with the relevant paragraphs relating to freedom of information (FOIA) and environmental information (EIR) in the Procurement terms and conditions.

I declare that I wish the following information to be designated as commercially sensitive:

|  |
| --- |
|  |

The reason(s) it is considered that this information should be exempt under FOIA and EIR is:

|  |
| --- |
|  |

The period of time for which it is considered this information should be exempt is:

|  |
| --- |
| [until award of the Contract OR during the period of the Contract OR for a period of [number] years until [month], [year]].\* |

\**Supplier to amend as appropriate*

|  |  |
| --- | --- |
| **Signature** |  |

|  |  |
| --- | --- |
| **Name (print)** |  |

|  |  |
| --- | --- |
| **Position** |  |

|  |  |
| --- | --- |
| **Supplier name** |  |

|  |  |
| --- | --- |
| **Date** |  |

# Appendix I: Procurement Specific Questionnaire



# Appendix J: Pricing

Please see attached ‘Appendix J: Pricing’ in the Atamis tender box.