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|  | Invitation to Tender  Open Procedure (Procurement Act 2023)  CPRD Safe Five-Year Programme  C379087 |
|  | October 2025 |

| **Version control** | | | |
| --- | --- | --- | --- |
| **Version number** | **Author** | **Date** | **Changes** |
| 0.1 | Jonathon Moloney | 2nd September 2025 | Draft created |
| 0.2 | Sam Larner | 01/10/2025 | Content added |
| 0.3 | Various | 03/10/2025 | Revisions |
| 0.4 | Various | 16/10/2025 | Revisions |
| 1.0 | Jonathon Moloney | 20/10/2025 | Finalised ITT content |

\*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 isTuesday 25th November 2025, no later than 14:00 GMT. 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 Clinical Practice Research Datalink (CPRD) is a real-world, UK government, research service supporting retrospective and prospective public health and clinical studies.

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, with the possibility of extending, (pending funding approval), to a five-year period to one Supplier.
2. The Agency will have two discretionary extension periods each consisting of twelve months, taking the total possible contract duration to five years. For the avoidance of doubt the contract will be structured: 3+1+1.
3. The Agency reserves the right to award more than one contract to more than one Supplier.
4. CPRD has significantly expanded the amount of data available for research, increasing volumes fourfold from 15 million patients in 2015, to circa 60 million patients in 2022. CPRD has also increased the number of linked datasets that it supports to 17 and increased its client base by over 30%. In conjunction to this increase in data, regulations governing how health data are provided, maintained, accessed, and used have significantly tightened. Government and NHS reviews on the efficient and safe use of health data, only further underlined that organisations holding healthcare data for research should transition to a trusted research environment (TRE) / secure data environment (SDE)-based model of data access for NHS patient care datasets.
5. In 2022 CPRD embarked on the development of a TRE, branded as CPRD Safe, that provided clients with access to CPRD's healthcare datasets under appropriate approvals and contracts. As it stands, CPRD Safe provides the functionality for current CPRD clients to conduct research on CPRD data using a suite of analytical tools such as python, R, and Stata. CPRD has been awarded funding over the next three financial years (2026/27; 2027/28; 2028/29), to be spent on CPRD Safe enhancements that will add advanced capabilities and ensure that CPRD remains at the forefront of public health benefitting research.

**Supplier responsibilities**

1. The supplier will design, build and operate a high performance, scalable, cloud native platform that meets government **‘Secure by Design’** principles, and agreed availability, resilience & responsiveness targets.
2. The supplier will follow the Government Digital Service (GDS) user-centred design principles, specifically the solution must be developed with a strong focus on understanding and meeting the needs, preferences, and behaviours of end users, involving them throughout design and development via research, testing, and feedback to ensure accessibility, usability, and alignment with user requirements.
3. The supplier will deliver the Trusted Research Environment: CPRD Safe, so that it meets regulatory and governance requirements that supports implementation of the Five Safes framework.
4. The supplier will maintain information governance documentation, support DPIA updates, and embed permissions and consent controls that align with Five Safes framework.
5. The supplier will capture measurable metrics (latency, throughput, cold‑boot time, query completion rates, concurrency, cost per query) and use those metrics and workflow‑based findings to prioritise work and inform capacity planning.
6. The supplier will deliver noisy‑neighbour mitigation, site reliability engineering runbooks and operational monitoring.
7. The supplier shall assign a project management resource to oversee, coordinate and monitor progress against project plans in close association with CPRD programme management staff and other involved parties.
8. The supplier will report regularly against agreed KPIs and assist with the creation of required governance reports and updates as needed
9. The supplier will automate routine operational processes — workspace provisioning, airlock workflows, output checking, archiving and cost reporting — and will roadmap progressive automation and over the contract term.
10. The supplier will operate to an agreed delivery cadence with versioned artefacts, controlled change management, vulnerability scanning, penetration testing, and will provide a budgeted plan for incremental feature delivery while preventing scope creep.
11. The supplier will provide operational runbooks, Site reliability Engineering (SRE) playbooks and incident runbooks
12. The supplier will service and maintain the operational version of the CPRD Safe product, in line with the Phase 2 requirements under a Service and Maintenance agreement.
13. **Summary of requirement**

The CPRD Safe Mission is:

“CPRD Safe: Enabling innovative public health benefitting research in a secure and sustainable manner”

The CPRD Safe Vision is:

“To be the de facto, open-source, standard for any organisation running a trusted research environment, that values security, fosters innovation, and enables collaboration”

For Phase 1 of the contract CPRD is seeking to bring CPRD Safe out of Private Beta and into full production phases (starting March/April ’26) by continually developing the product using agile methodology. This will incorporate the development of the high-level features as laid out in Table 1 below.

Table 1: CPRD Safe High-level Feature List

| Feature | Description | Priority |
| --- | --- | --- |
| Code Review | Conduct a full review of the code base to look for improvements and optimisations and make recommendations on how to improve the maintainability and efficiency of the platform. | High |
| App Store | Development of an App Store with revenue sharing agreements to host third party analytical tools and reporting applications. | High |
| Open Source, Vendor Agnostic, Codebase | Develop a white-label, vendor agnostic, open-source version of the trusted research environment that other organisations can download and use and / or contribute to. | High |
| User Friendly Interface | The user interface should be based on Government Digital Service guidelines and align with all other CPRD public facing platforms in feel and style and usability. | High |
| Platform Integration | Integration with other CPRD platforms to enable more seamless processes for clients to request different services based on cohorts discovered in the data made available on CPRD Safe. | Medium |
| Salesforce Integration | Integration into the Salesforce CRM to enable more automation, reporting and process improvements. | Medium |
| Self Service | Develop an option for single study licence holders to select which fields and variables they require and upon governance approval the data is automatically extracted and made available in the workspace. | Medium |
| Federation | Investigate the long-term capability to federate with NHS SDE network / Health Data Research Service. | Low |
| Bring Your Own Data | Allow clients to bring in approved datasets to enable a non-standard linkage service. | Low |

Phase 2 will consist of a service and maintenance contract for the CPRD Safe Trusted Research Environment.

The scope of this service and maintenance contract will include:

* + Critical security updates will be implemented using retained hours as a priority as required
  + Application software updates and hotfixes (excluding major version upgrades)
  + SLA Bug fixes and issue resolution
  + All certificates are kept up to date
  + Code bases with ‘safe’ words are monitored on an agreed, regular basis
  + Ongoing Development and improvements
  + Project management and testing
  + Monthly reporting
  + Client meetings Quarterly client meetings

Where security updates are required, it is critical these are not ignored but checked and applied at regular intervals. Where there are not enough hours in the retainer to cover critical updates, supplier will contact the authority to make them aware of this.

Each month the work, capacity and focus will be defined by sprint planning and issues raised. At the end of each month a burn down report of all resources and time used will be provided to CPRD.

Any unused hours at the end of the agreement will not be billed.

# Preliminary market engagement

The Agency ran a Request for Information between 8th and 26th September 2025. The RFI was published via the following UK-02 Preliminary Market Engagement Notice: [CPRD Safe Five-Year Programme - Find a Tender](https://www.find-tender.service.gov.uk/Notice/054684-2025).

The RFI was open to potentially interested Tenderers for a period of eighteen days and closed for responses on 26th September 2025.

Subsequently the Agency has decided to publish an Open Tender to procure the CPRD Safe Five-Year Programme. 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 GMT on Tuesday 25th November 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 score each proposal received based on the written response to the questions provided here and the pricing response.
7. The Agency will invite no more than five Suppliers to a session in which a presentation is to be provided on the solution put forward by the Supplier.
8. The Agency will determine this ranking by ordering Suppliers by highest total score.
9. The Agency will schedule presentations on a “first come, first served” basis and cannot guarantee that a preferred timeslot will be available.
10. The evaluation criteria for the presentation element will be provided in due course to the Suppliers invited to provide a presentation.

**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 and Time** | **Procurement activity** |
| --- | --- |
| 21st October | ITT published |
| 7th November | Closing date for submission of Supplier Clarification Questions (Supplier CQs) |
| 11th November | Answers to Supplier CQs published on the Portal |
| 14:00 on 25th November | Closing date for receipt of Tenders and PSQ Responses |
| 25th November | Evaluation period (on or around) |
| 5th January 2026 | Shortlist for Presentations confirmed |
| TBC in January 2026 | Presentations (face-to-face) |
| No earlier than 26th January 2026 | Standstill ends. Contract Signing date. |
| 30th January 2026 | Anticipated Contract commencement date |

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 project review meetings | 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 optimisation of the product.

Service Level Agreements (SLAs):

* Uptime Guarantee: The product should guarantee a minimum uptime of 99.9% to ensure availability and reliability.
* Response Time: Supplier 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 supplier 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**

To be reviewed annually according to changes in strategic priorities and agreed with the supplier

|  |  |
| --- | --- |
| Year | KPIs |
| 2026–27 | * Code review conducted * Code available on CPRD Git (Open source) * Product out of Public Beta |
| 2027–28 | * CRM Integration realised * App Store MVP available * UI enhancements to GDS guidelines live in production |
| 2028–29 | * White Label product available * Vendor Agnostic version of product live * Full app store product live * Bring-your-own data service at MVP stage |
| Future goals | * Full Bring-your-own data service live * Federation capabilities |

# Key dependencies

1. **Technical dependencies**

**Included but not limited to:  
  
Suppliers should consider the following dependencies and constraints when applying for the tender**

1. Provision and management of scalable VM infrastructure with robust security and monitoring.
2. Strict access controls, multi-factor authentication, and role-based permissions.
3. Maintenance and monitoring of the airlock system (not process) for all data ingress/egress.
4. Support workspace storage expansion and linked data integration.
5. Compliance with data governance, audit, and output checking requirements.
6. User onboarding, training, and support for the approved software stack.
7. Tracking and management of VM credit, storage, and additional service usage for billing and operational efficiency

**Details**

|  |  |
| --- | --- |
| Dependency Area | Key Details |
| Virtual Machine (VM) Infrastructure | VM Access: All users access CPRD Safe via virtual machines, with currently three performance tiers VM Credit: MSL includes a set amount of VM credit, which covers the running costs of VMs. Additional credit can be purchased. VM Management: Each organisation’s nominated users are provisioned with VMs, and VM usage is tracked for billing and operational management. |
| Workspace Storage & Management | Dedicated Workspaces: Each organisation has secure shared workspaces (Explore for feasibility, Analyse for approved studies). Storage:Current Defaults are 5TB per workspace (10TB for Premium MSL), expandable in 1TB increments. Workspace Types: MSL supports both exploratory and analysis workspaces, with different permissions and export capabilities. |
| Security & Access Control | Multiple Firewalls: The TRE is partitioned from the internet and the main CPRD network. Role-Based Permissions: Only approved, trained researchers can access, with permissions set by role. Multi-Factor Authentication: Required for all users. Airlock System: All imports/exports pass through checking processes and human review. Penetration testing, vulnerability scanning, monitoring. Data sovereignty. |
| Data Governance & Compliance | Organisation & User Approval: Rigorous screening and signed agreements are required before access. Audit Trails: All activity is logged for compliance and security. Output Checking: All research outputs are checked for disclosure risk before export. |
| Software & Analytics Tools | Pre-installed Tools: Includes RStudio, Python (Anaconda), Stata, SQL tools, Notepad++, Chrome (no web access), and Gitea for code management. App Library: Tools for data analysis and code management are available in the environment. |
| Linked Data & Add-ons | Linked Datasets: Additional datasets (e.g., ONS Death Registration, HES APC) can be added for approved studies, depending on MSL tier. Add-on Services: Additional storage, VM credit, and global affiliates can be purchased. |
| Contractual & Operational Obligations | Digitally Signed End User Agreements: Required for all users. Service Level Agreements: Premium MSL includes a 5-day SLA for standard enquiries. Billing & Usage Tracking: VM credit and storage usage are tracked for each organisation. |
| Network & Internet Restrictions | No Direct Internet Access: All work is performed within the secure environment; only approved data/code can be imported/exported via the airlock. |

# 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 Mid-Tier 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.
3. The Agency intends to invite no more than five Tenderers to provide a face-to-face presentation regarding their proposed solution. The presentations will be scored according to evaluation criteria which will *only* be provided to the Tenderers invited to provide a presentation.
4. The presentations will be scheduled for January 2026 and will be in person at the Agency’s London office, the address of which is: 10 South Colonnade, London, E14 4PU

**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 existing Azure cloud architecture and could it be migrated to alternative cloud services providers | Pass/Fail | Yes/No |  |
| 1. Does the supplier commit to abiding with GDS style / UI guidelines? | Pass/Fail | Yes/No |  |
| 1. Does the supplier commit to developing the product following agile project management methodology? | Pass/Fail | Yes/No |  |
| 1. Does the supplier have sufficient resource in place to deliver the project? | Pass/Fail | Yes/No |  |
|  |  |  |  |
|  | | | |
|  | | | |
| ***Scored Questions*** *– a total maximum score of 350 marks is available in this section of the evaluation. The weighting for this section is 70% of the total available score.* | | | |
| ***1Scoring guide:*** 0= No response or wholly inadequate 10 = Good response with relevant detail  20 = Good response with clear evidence, and alignment to CPRD Safe goals  25 = Excellent response with clear evidence, innovation, and alignment to CPRD Safe goals | | | |
| Award Criterion/Question | Information | Answer | Supplementary Information/Answer |
| 1. List all third-party dependencies (e.g., cloud providers, managed services, or licensed components) required by your solution. Explain how vendor relationships and integrations will be managed to ensure continuity, supportability, and security.   **Evaluation Criteria:**  -Third-party dependencies | Scored: Fewer than 3 vendors – 25 marks;  Between 3 and 5 vendors – 20 marks;  Between 5 and 7 vendors – 10 marks;  More than 7 vendors – 0 marks |  |  |
| 1. Describe your experience in implementing and managing secure, cloud-hosted research workspaces and virtual machine environments, including the use of tools such as Apache Guacamole (or equivalent) for secure remote access and isolation.   **Evaluation Criteria:**  -Experience in managing secure, cloud-hosted research or analytical workspaces  -Demonstrated use of Guacamole (or equivalent) for secure remote access  -Proven ability to maintain user isolation and compliance within a cloud-based TRE | See above scoring guide1 |  |  |
| 1. Describe your experience in using Infrastructure as Code (IaC) tools such as Terraform for automated deployment, configuration management, and consistent environment provisioning.   Include details of RBAC implementation and policy enforcement within cloud-based environments.  **Evaluation Criteria:**  -Demonstrated use of Terraform or equivalent IaC tools.  -Implementation of RBAC and Cloud Platform Policy to enforce governance.  -Evidence of automation improving efficiency and security. |  |  |  |
| 1. Describe your experience in managing large-scale data workloads (10–50 TB+) within secure virtual environments, enabling query-in-place analytics, and implementing caching and quota management for performance optimisation.   **Evaluation Criteria:**  -Proven experience with large-scale data pipelines and storage optimisation  -Effective use of Parquet or equivalent formats for analytics  -Evidence of performance optimisation (e.g., caching, query efficiency, data compaction) |  |  |  |
| 1. Describe your experience and capability in working with Parquet data lakes and Azure Synapse or equivalent such as AWS Redshift. Include: Design and optimisation of Parquet-based data lakes   Integration and use of Azure Synapse for analytics and data warehousing.  **Evaluation Criteria:**  -Experience in working with data lakes  -Experience in design and optimisation of data lakes  -Experience of data warehousing | See above scoring guide1 |  |  |
| 1. Describe your experience delivering Azure-based, open-source, and cloud-agnostic Trusted Research Environments (TREs). Explain how your approach ensures performance, scalability, and security, and how you provide user training and onboarding within these environments?   **Evaluation Criteria:**  -Experience in the use of Azure- native, open source and agnostic services.  -Experience with scalability and security solutions  -Disaster recovery and business continuity planning within cloud based secure environment. Training in TRE usage/cloud platform, use of VMs in a virtual workspace, use of storage explorer and containers, use of Gitea | See above scoring guide1 |  |  |
| 1. Provide details of your proposed support and maintenance model, including SLAs, incident response, and automation plans, as per th**ose set out in the section “Service Levels, Service Credits and KPIs**”.   **Evaluation Criteria:**  -Coverage hours, escalation paths, and uptime guarantees | See above scoring guide1 |  |  |
| 1. How will you monitor and improve system performance, user experience, and query efficiency over time?   **Evaluation Criteria:**  -Use of Azure Monitor, dashboards, and benchmarking  -Approach to reducing query times (e.g., from 360 to 10 minutes)  -Evidence of continuous optimisation and feedback loops  -Testing, comparison and analysis of tools against total cost of ownership including, training, maintenance and performance. | See above scoring guide1 |  |  |
| 1. Describe your approach to ongoing development, including feature and version releases, integration of analytic toolkits (e.g., R, Python), and agile delivery.   **Evaluation Criteria:**  -Agile methodology and sprint cadence  -Experience with MVP releases and tool integration  -Responsiveness to evolving user needs and policy changes.  -Transition to BAU support. | See above scoring guide1 |  |  |
| 1. How will you ensure compliance with UK General Data Protection Regulation (GDPR), International Standard for Organisation (ISO) 27001, Data Security and Protection Toolkit (DSPT) and the Five Safes framework throughout the contract lifecycle?   **Evaluation Criteria:**  -Compliance, knowledge and examples of delivery using the above frameworks | See above scoring guide1 |  |  |
| 1. Provide details of the team or service capability that will deliver this contract, including relevant Azure certifications, TRE experience, and capacity to scale.   **Evaluation Criteria:**  -Qualifications and roles  -Experience with similar public sector or health data platforms  -Ability to retain and train staff over the 5-year period | See above scoring guide1 |  |  |
| 1. Explain how your solution and delivery approach will enable CPRD Safe to achieve future federation with other Trusted Research Environments (TREs) and integration with external datasets. Describe any existing experience or planned capability to support secure, standards-based federation and interoperability.   **Evaluation Criteria:**  -Demonstrated understanding and experience with federated analytics  - API design, and interoperability  -Evidence of readiness to support multi-TRE collaboration and data federation | See above scoring guide1 |  |  |
| 1. Outline your pricing strategy and justify how it provides fair, transparent, and sustainable value throughout the contract period. Include how it supports efficient scaling of services and adapts to future requirements.   **Evaluation Criteria:**  -Transparency and fairness of pricing  -Scalability and adaptability to changing requirements  -Long-term value and sustainability of cost model | See above scoring guide1 |  |  |
| 1. Describe your experience in designing and implementing system integrations with Salesforce CRM or equivalent using APIs. Include examples of projects that demonstrate secure, reliable, and scalable integration between Salesforce and other enterprise systems.   **Evaluation Criteria:**  -Demonstrated experience delivering Salesforce API integrations  -Quality and relevance of case studies or implementation examples  -Evidence of secure, well- governed, and scalable integration approaches | See above scoring guide1 |  |  |

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 the scored questions a mark of 0,10, 20 or 25 will be awarded depending on the supplied answer.
   2. The total number of marks available from scored questions is: 350
   3. The tenderer which receives the most marks will be awarded a score of 100.
   4. Percentages and weighted scores will be integers only.
   5. 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:

(205/350)\*100 = 58%

(69/100)\*70 = 41 is the weighted score for this section of the ITT evaluation. Please note the score has been rounded to the nearest integer.

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 41 on the Quality section and 14 on the Pricing section would therefore receive a final score of 54.

# 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

The components of our existing platform include:

A single study licence model (SSL) see: <https://www.cprd.com/access-data/access-cprd-safe/single-study-licence>

A multi-study licence model (MSL) see: <https://www.cprd.com/access-data/access-cprd-safe/multi-study-licence>

High level graphical representation of the two CPRD Safe service technical products

  
  
  
In infrastructure context the ML looks like this at a high level:

A diagram of a software

AI-generated content may be incorrect.

# Essential Scope (Must-Have Requirements)

## Platform Infrastructure & Security

* Maintain and enhance a cloud-native, containerised, and infrastructure-as-code managed platform, primarily Azure-based but designed to be cloud-agnostic and portable (e.g., compatible with AWS, GCP). The design should leverage Kubernetes (AKS) or equivalent for orchestration, ensuring minimal re-engineering for multi-cloud transitions. Implement and continuously monitor role-based access control (RBAC) aligned with least privilege and Just-In-Time (JIT) principles, enforce end-to-end encryption (TLS 1.3 and AES-256), and maintain immutable, centralised audit logging integrated with Microsoft Sentinel or equivalent SIEM.
* Ensure disaster recovery and business continuity plans are in place and tested annually.
* Maintain compliance with UK GDPR, ISO 27001 (Cyber Security), Cyber essentials plus, [DSPT](https://www.dsptoolkit.nhs.uk/), ISO27001 and Five Safes principles, maintaining evidence through continuous compliance monitoring, automated/recommended policy enforcement (e.g., Defender for Cloud).

## Data Management & Performance

* Ensure scalability and performance to support >60 million patient records.
* Enable simultaneous querying by multiple users with no degradation in perfomance , implementing query optimisation, caching, and indexing strategies to achieve this.
* Support data lake architecture and CPRD database integration.

## Development & Deployment

* Maintain and evolve Azure subscriptions and networking.
* Manage app registrations and secure APIs.
* Support workspace management and branching/deployment pipelines.
* Support CI/CD pipelines and monitoring tools for performance and uptime.

## User Access & Workspace Automation

* Automate workspace provisioning and user onboarding (via Salesforce).
* Automate support ticketing and knowledge base integration.
* Maintain Gitea, Nexus (CRAN), and firewall configurations.

## Compliance & Governance

* Support Information Governance (IG) processes including DPIAs and Data Security and Protection Toolkit.submissions.
* Implement output checking, incident response, and breach notification workflows.
* Ensure tamper-proof audit trails for all user, system, and API activities. Logs must be immutable, centrally aggregated, and retained per retention policies.

## Support & Maintenance

* Provide tiered support (e.g. 1st/2nd/3rd line) with defined SLAs.
* Deliver 24/7 proactive monitoring using Azure Monitor (or equivalent), Log Analytics, and Sentinel. Automate patch management for OS, containers, and dependencies with maintenance windows and rollback validation. Maintain report and manage an evolving, version-controlled troubleshooting knowledge base, linked to telemetry and ticketing systems to support problem recurrence analysis.

# Desired Scope (Value-Added or Future-Facing Capabilities)

## Provide infrastructure analysis, governance for secure ML sandboxes with GPU compute capabilities Governance and documentation

* Governance and stakeholder engagement — operate within multi‑stakeholder governance forums, prepare decision packs, own risk and issue logs with named owners, and coordinate escalation into programme boards.
* Backlog and agile delivery — maintain a single source of truth in DevOps tooling with epics → features → stories → tasks, acceptance criteria and tests; run a predictable sprint cadence with demos, sprint reviews, sprint planning and backlog refinement.
* Reporting and communications — deliver templated status reports, dashboards, monthly steering updates and ad‑hoc decision packs aligned to governance cadence.

## Project, Release and Change Management

* Multi‑supplier collaboration — manage specialist vendors, define clear integration contracts and dependencies, and chair cross‑supplier integration working groups.
* Definition of done and acceptance — publish entry/exit criteria, acceptance test plans, and a formal UAT process with business/regulatory sign‑off gates.
* Change, release and environment management — operate controlled change advisory processes, versioned releases with rollback plans, and predictable environment promotion pipelines (dev → test → pre‑prod → prod) using Infrastructure as Code.
* Quality, performance and capacity — deliver an integrated QA strategy (unit, integration, performance, security, regression), include automated tests in CI/CD, and provide capacity/load testing results and noisy‑neighbour mitigation plans as release readiness criteria.
* Compliance and audit readiness — include evidence artifacts, traceability from requirements to test results, and audit trails for releases to meet DPIA and regulatory needs.

## Service transition and Knowledge transfer

* **Operational documentation and runbooks** — Provide and maintain comprehensive and up-to-date operational documentation, including runbooks, SRE playbooks, incident and problem management procedures, and environment manifests. Documentation should align with MHRA’s existing operational standards and ITSM processes to enable smooth integration into enterprise support functions..
* **Service transition planning** — Develop and execute a structured service transition plan that covers environment readiness, change freeze management, regression testing, and operational acceptance into MHRA’s production support framework. Ensure clear definition of support boundaries, roles, and escalation paths between supplier and MHRA teams.
* **Knowledge transfer and capability building** — Deliver a staged knowledge transfer and shadowing programme for MHRA technical and operational teams, ensuring sufficient capability uplift for ongoing maintenance and support. Provide standard operating procedures (SOPs), technical training sessions, and reference materials to support long-term sustainability.
* **Continuous improvement and feedback loops** — Embed a culture of continual service improvement through regular retrospectives, root-cause analysis of incidents, and documented action tracking. Demonstrate evidence of implemented improvements as part of delivery governance and MHRA-wide service performance reviews.**Governance and audit alignment** — Ensure all transition and handover artefacts meet MHRA’s governance, audit, and compliance expectations, maintaining traceability of changes and decisions throughout the service lifecycle.
* Knowledge transfer and service transition — provide staged knowledge transfer, shadowing and a handover plan so the client team can operate and support the platform post‑contract.

**3.5 Timeline Alignment**

* 2026–27: MV Code Review, Open-source availability, Product out of public beta
* 2027–28: CRM Integration, App store MVP, UI enhancements
* 2028–29: White labelling, Vendor agnostic, App store, Bring your own data MVP

# 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 project review meetings | 100% |
| 2 | Delivery Milestones | Delivery against mutually agreed baselined project plan | +/- 21 days |

For the Service and Maintenance contract (Phase 2) 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 optimisation of the product.

Service Level Agreements (SLAs):

* Uptime Guarantee: The solution should guarantee a minimum uptime of 99.9% to ensure availability and reliability.
* Response Time: Supplier 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 supplier 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.