

# Request for Quotation



**Request for Quotation (RFQ) on behalf of Science and Technology  
Facilities Council (STFC)**

**Subject UKSBS Calibration service for the ionisation radiation  
portable instruments**

**Sourcing reference number FM16151**

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

Registered in England and Wales as a limited company. Company Number 6330639.  
Registered Office North Star House, North Star Avenue, Swindon, Wiltshire SN2 1FF  
VAT registration GB618 3673 25  
Copyright (c) UK Shared Business Services Ltd. 2014

## Table of Contents

<b>Section</b>	<b>Content</b>
1	<a href="#"><u>About UK Shared Business Services Ltd.</u></a>
2	<a href="#"><u>About our Customer</u></a>
3	<a href="#"><u>Working with UK Shared Business Services Ltd.</u></a>
4	<a href="#"><u>Specification</u></a>
5	<a href="#"><u>Evaluation model</u></a>
6	<a href="#"><u>Award questionnaire</u></a>
7	<a href="#"><u>General Information</u></a>
Appendix 'A'	<a href="#"><u>Glossary of Terms</u></a>
Appendix 'B'	Legal Requirements

# Section 1 – About UK Shared Business Services

## Putting the business into shared services

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

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

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

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

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

UK Shared Business Services Ltd changed its name from RCUK Shared Services Centre Ltd in March 2013.

## Our Customers

Growing from a foundation of supporting the Research Councils, 2012/13 saw Business Innovation and Skills (BIS) transition their procurement to UK SBS and Crown Commercial Services (CCS – previously Government Procurement Service) agree a Memorandum of Understanding with UK SBS to deliver two major procurement categories (construction and research) across Government.

UK SBS currently manages £700m expenditure for its Customers.

Our Customers who have access to our services and Contracts are detailed [here](#).

## Section 2 – About our Customer

### Science and Technology Facilities Council (STFC)

STFC is a world-leading multi-disciplinary science organisation, whose goal is to deliver economic, societal, scientific and international benefits to the UK and its people – and more broadly to the world.

STFC support an academic community of around 1,700 in particle physics, nuclear physics, and astronomy including space science, who work at more than 50 universities and research institutes in the UK, Europe, Japan and the United States, including a rolling cohort of more than 900 PhD students.

The organisation's large-scale scientific facilities in the UK and Europe are used by more than 3,500 users each year, carrying out more than 2,000 experiments and generating around 900 publications.

The combination of access to world-class research facilities and scientists, office and laboratory space, business support, and an environment which encourages innovation has proven a compelling combination, attracting start-ups, SMEs and large blue chips such as IBM and Unilever.

### Examples of funded research

- STFC is providing the design infrastructure for the £23bn UK microelectronics sector that underpins strategically important industries worth £78bn to the UK economy
- STFC's ISIS facility and its users, working in partnership with the NHS, developed a novel material to improve the treatment of cleft lip and palate, speeding up healing times and reducing operating costs
- STFC's Synchrotron Radiation Source was used to understand how conventional anti-malarial drugs work, allowing the development of more effective treatment to reduce the devastating global impact of malaria
- STFC's ISIS facility is identifying new materials that can safely and conveniently store hydrogen, enabling the development of hydrogen-fuelled cars reducing reliance on fossil fuels and cutting carbon emissions

[www.stfc.ac.uk](http://www.stfc.ac.uk)

## Section 3 – Working with UK Shared Business Services Ltd.

Section 3 – Contact details		
3.1	Customer Name and address	Xavier Queralt Compte  Rutherford Appleton Laboratory Harwell Campus Oxford-Didcot OX11 0QX
3.2	Buyer name	Huw Pearce
3.3	Buyer contact details	fmprocurement@uksbs.co.uk 01793 867000
3.4	Estimated value of the Opportunity	£144,720 total contract value for a 3 year contract with 1 year option for extension.  (£36,180 per year)
3.5	Process for the submission of clarifications and Bids	<b>All correspondence shall be submitted within the Emptoris e-sourcing tool. Guidance Notes to support the use of Emptoris is available <a href="#">here</a>.</b>  <b>Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid <u>not</u> being considered.</b>

### Section 3 - Timescales

3.6	Date of posting of Contract Finder advert.	14/11/2016
3.7	Latest date / time RFQ clarifications should be sent be received through Emptoris	21/11/2016 11:00
3.8	Latest date / time RFQ clarification answers should be sent to all potential Bidders through Emptoris	23/11/2016 11:00
3.9	Closing date and time for Bidder to submit their Bid ( <b>'the deadline'</b> ).	28/11/2016 11:00
3.10	Clarifications and / or site visits (if required)	28/11/2016 – 12/12/2016
3.11	Notification of proposed Contract award to unsuccessful Bidders	13/12/2016
3.12	Award of Contract	13/12/2016
3.13	Commencement of Contract	13/12/2016
3.14	Bid Validity Period	90 Days

## Section 4 – Specification

### **1. Background to Requirement**

ISIS is a world-leading centre for research in the physical and life sciences at the STFC Rutherford Appleton Laboratory (RAL, the 'Agency') near Oxford.

ISIS is an intense pulsed neutron source providing beams of neutrons and muons to enable scientists to study the structure and properties of matter for the benefit of Science and Engineering in the UK and abroad. Our suite of neutron and muon instruments gives unique insights into the properties of materials on the atomic scale.

We support a national and international community of more than 3,000 scientists for research into subjects ranging from clean energy and the environment, pharmaceuticals and health care, through to nanotechnology and materials engineering, catalysis and polymers, and on to fundamental studies of materials.

ISIS facility is formed by a LINAC and a proton synchrotron accelerator that delivers an 800 MeV proton beam to 2 different tungsten based targets where the 2 intense pulsed neutron sources are created. Next to each target there are about 20 beamlines where the scientists perform their experiments.

In order to monitor the radiation generated in the different areas of ISIS, the ISIS Health Physics (IHP) staff (located at RAL) use portable instruments dedicated for ionisation radiation detection which requires periodic checks. These instruments are used to measure radioactive contamination (alpha and beta particles) and ionisation radiation (in gamma, X-ray or neutron field, or in a mixture of them). The Agency is looking for bidders capable of performing the required calibration checks for all the portable instruments used by IHP.

The Bidder shall comply with the relevant legal requirements and code of practice (see Appendix 'B').

### **2. Introduction**

ISIS Health Physics Section (IHP) requires that the instruments used for ionisation radiation detection have to be checked and calibrated periodically by a certified UKAS laboratory.

Current quantity levels of the type of instruments is:

- Alpha & beta: 40 instruments
- Gamma & X-rays: 120 instruments
- Neutron: 20 instruments

Note – current quantity levels maybe subject to slight variances in the future.

The Bidder should have a quality assurance management system implemented and the capacity of performing this kind of instruments calibration (including the evaluation of any repair if it is needed and repair it on behalf of the Agency). Also, the Bidder should be capable of managing the carriage instrumentation for any given quantity (from the instrumentation list given in the paragraph #5 'Present list of instruments' below and the instruments weight

specified in 2 categories as follows:

1. Below 2.0 kg per instrument.
2. Between 2.0 kg and 14.0 kg per instrument.

### **3. Scope of Requirement**

The Bidder should provide documentation that they are capable of addressing all of the requirements of this contract, in particular the Bidder should attach enough (and summarise information) of the following aspects of this tendering:

#### **3.1 Quality Assurance**

The Bidder will need to provide a qualified calibration ionisation radiation service and will be required to send the corresponding evidence upon request of the following quality assurance aspects:

##### **a. Quality assurance compliance**

- Traceability: from the reception to the delivery of each instrument the Bidder should be capable to track all the steps that each instrument has followed along the calibration service, and it will be reflected in its calibration certificate.
- United Kingdom Accreditation Service (UKAS) Accreditation: The Bidder should have a UKAS accreditation as calibration laboratory for the instruments scope of this tendering.
- The Bidder should follow the National Physical Laboratory Good Practice Guides.
- The Bidder should have a quality management system implemented.

##### **b. Qualified staff**

The Bidder staff that will be involved in all the calibration should be qualified person.

***Note:** as it is stated in the NPL 'Good Practice Guide No. 29: The Examination, Testing and Calibration of Installed Radiation Protection Instruments', a qualified person is a person who possesses the necessary expertise in instrumentation, theory and practice appropriate to the instrumentation to be tested. This person may have responsibility for developing test protocols, taking account of the intended use of the instrumentation, as stated by the Employer (for this document, the Bidder).*

##### **c. Membership of a metrology organisation**

The Bidder calibration service laboratory should be a member of at least one recognised metrology organisation.

#### **3.2 Technical capacity – Service required**

##### **d. Main Service**

The Bidder should be capable of calibrating the following type of ionisation radiation instruments:

- Alpha and beta contamination
- Gamma ray
- X-ray (from 6 keV)
- Neutron

(The energy of the measurement range for each type of radiation will cover all the Agency's instruments requirements, plus any special conditions given by the instrument manufacturer)

**e. Additional Service**

- i. The Bidder should be capable of producing a report about the evaluation of the instrument calibration requirements and the instrumentation conditions.
- ii. In the event that the instrument needs to be repaired, the Bidder should be capable of reporting to the Agency about the reasons of the work, giving an estimative cost and repairing it (on behalf of the Agency and once the Agency accept it).
- iii. In the event that the instrument is new, the Bidder should be capable of calibrating first used instrument.

**3.3 Test facilities capabilities**

***The Bidder should be capable of calibrating any IHP instrument from low to high dose rates levels with more than one source type of the following type of radiation:***

- i. Alpha
- ii. Beta
- iii. Gamma
- iv. X-ray (from 6 keV)
- v. Neutron

**4. Administration and Customer Service**

a. Certificate document:

Each calibrated instrument shall have a document that certifies the calibration pass/fail criterion. It shall contain at least:

- Instrument details and type of radiation used for the calibration
- Details of the test (including the test conditions)
- Results of the test: pass/fail
- The staff involved in the test.

b. Repair document:

In the event that an instrument has been repaired by the Bidder (after IHP approval), a document detailing work carried out and shall be sent to IHP with the corresponding instrumentation certificate.

c. First used instrument calibration

In the event that the instrument is new, each calibration of a first used instrument shall have a document that certifies the calibration pass/fail criterion. It shall contain at least:

- Instrument details and type of radiation used for the calibration
- Details of the test (including the test conditions)

- Results of the test: pass/fail
- The staff involved in the test.

d. Turn around days:

The Bidder should indicate the time required to calibrate each instrument type:

- Alpha & beta
- Gamma & X-rays
- Neutron

Under two possible scenarios:

- 1 instrument of each type
- 10 instruments of each type

e. Carriage for instruments:

The Bidder should be capable of managing an adequate carriage for any quantity of instruments from IHP to the Bidder's calibration laboratory. The Bidder is requested to give a quote of two types of carriages:

- 20 (minimum) instruments of 2.0 kg each
- 10 (minimum) instruments of 14.0 kg each

**Note: this could be an additional service depending on the Agency carriage availability for the date that the transportation should be done.**

## 5. Present list of instruments

As a guidance, the actual list of portable instruments used to detect ionisation radiation by the ISIS Health Physics Section is:

#	Instrument Model	Manufacturer	Quantity	Probe Type	Quantity
1	Automess 6112M/H	Automation und Messtechnik Gmbh	4	--	--
2	Automess 6112D	Automation und Messtechnik Gmbh	5	--	--
3	Automess 6150AD 5/Ex	Automation und Messtechnik Gmbh	1	--	--
4	Berthold LB124SC	Berthold Technologies Gmbh & Co	3	--	--
5	Berthold LB122	Berthold Technologies Gmbh & Co	4	--	--
6	Eberline RO-2W	Thermo Instrument Systems Inc.	3	--	--
7	Eberline RO-10	Thermo Instrument Systems Inc.	3	--	--
8	Electra 1A	Ludlum Measurements, Inc	6	43-93PS	6
9	Exploranium GR-110	Terraplus Inc.	2	--	--
10	Ludlum 2363	Ludlum Measurements, Inc	7	42-41L	7
11	Ludlum 9-3	Ludlum Measurements, Inc	12	--	--
12	Ludlum Model 26	Ludlum Measurements, Inc	4	--	--
13	Ludlum Model 26-1	Ludlum Measurements, Inc	6	--	--
14	Ludlum Model 3000	Ludlum Measurements, Inc	4	44-9	4
15	Ludlum Model 3030E	Ludlum Measurements, Inc	2	Ludlum Model 43-10-6	2
17	Mini 7-10	Thermo Scientific	15	R (MC10A)	15
18	Mini 900/Thermo Mini 900	Mini Instruments Ltd/Thermo Scientific	78	41	12
		Mini Instruments Ltd/Thermo Scientific		41s	2
		Mini Instruments Ltd/Thermo Scientific		44B	2
		Mini Instruments Ltd/Thermo Scientific		D	52
		Mini Instruments Ltd/Thermo Scientific		E	10
		Mini Instruments Ltd/Thermo Scientific		EP15	0
19	Rotem AMP-100	Rotem Industries Ltd	3	AMP-100 Det	3
20	Rotem AMP-200	Rotem Industries Ltd	3	AMP-200 Det	3

21	Rotem RAM GENE-1 MK II	Rotem Industries Ltd	2	--	--
22	Thermo Electra 1A	Thermo Scientific	3	DP6	1
		Thermo Scientific		BP 94/19824	2
23	Thermo ESM FH40G	Thermo Scientific	7	FHT 762	7
24	RT30	Georadis s.r.o.	2	--	--
25	Ludlum 2241-2	Ludlum Measurements, Inc	1	44-172	1

Also as a guidance, assuming that the commencement of the contract is the 1<sup>st</sup> December 2016, the Agency expects to send the all the instruments as follows:

**i. Period from Dec'16 to Mar'17**

- Alpha & beta: 10 instruments
- Gamma & X-rays: 20 instruments
- Neutron: 5 instruments

**ii. Period from Apr'17 to Jul'17**

- Alpha & beta: 20 instruments
- Gamma & X-rays: 80 instruments
- Neutron: 10 instruments

**iii. Period from Aug'17 to Nov'17**

- Alpha & beta: 10 instruments
- Gamma & X-rays: 20 instruments
- Neutron: 5 instruments

The above listed instruments (i,ii,iii) is an estimate based upon current projected figures. This estimate is likely to fluctuate +- 30% as and when operational requirements may change. A written mutual agreement shall be in place between the winning tender and STFC prior to any dispatch of instruments. This schedule structure will be repeated until the contract expires.

**6. Service Levels and Performance**

**6.1 Technical or administrative inquiry**

The Bidder should offer a general telephone helpdesk service (technical or administrative) from Monday to Friday during working hours from 8:00 to 18:00. (Excluding Bank Holidays)

Any inquiry done by email should be answered in less than 24 hours (working days)

**6.2 Standard instrument calibration schedule**

Once the Bidder receives the list of the instrument to perform an standard instrument calibration (specifying quantities and model types), the Bidder should send by email the schedule for the standard instrument calibration (for any instruments quantity) in less than 3 working days.

**6.3 Standard instrument repair schedule**

Once the Bidder receives the approval from the Agency to perform an standard instrument repair, the Bidder should send by email the schedule for the standard instrument repair in less than 2 working days.

#### **6.4 First used instrument calibration schedule**

Once the Bidder receives the list of the instrument to perform the first used instrument calibration (specifying quantities and model types), the Bidder should send by email the schedule for the first used instrument calibration (for any instruments quantity) in less than 2 working days.

#### **6.5 Standard instrument calibration response time**

Under normal working conditions the Bidder should perform a standard instrument calibration (for 1 instrument) in less than 3 working days after the reception of the instrument.

#### **6.6 Standard instrument repair response time**

Under normal working conditions the Bidder should perform a standard instrument repair in less than 4 working days.

#### **6.7 First used instrument calibration response time**

Under normal working conditions the Bidder should perform the first used instrument calibration (for 1 instrument) in less than 5 working days after the reception of the instrument.

#### **6.8 Reporting instrument calibration result**

The Bidder should send by email (in pdf format) one working day after the instrument shipment the reporting of the instrument calibration result.

This report should include at least:

- Instrument details and type of radiation used for the calibration
- Details of the test (including the test conditions)
- Results of the test: pass/fail
- The staff involved in the test.

#### **6.9 Reporting about the evaluation of the instrument calibration requirements**

If the Agency requests an evaluation of the instrument calibration requirements, the Bidder should send it by email (in pdf format) in less than 5 working days after the reception of the instrument.

#### **6.10 Reporting about any instrument repair**

If the instrument needs to be repaired, the Bidder should send it by email (in pdf format) a report justifying the work and the price in less than 3 working days after the reception of the instrument.

The following specific reports are needed:

1. For 6.1 to 6.9, a quarterly spreadsheet report is required to be issued via email capturing the specific SLA.
2. A separate report is required for 6.10 capturing the SLA

#### **6.11 Semester report about the service provided**

Every 6 months, counting from the contract month signature, the Bidder should send by email

(in pdf format) a report explaining the work performed during this period, specifying the quantities, types and time used for each instrument from its arrival to its departure.

#### **6.12 Quality assurance**

The supplier will need to provide as qualified calibration ionisation radiation service the supplier shall confirm and send the corresponding evidence upon request of the quality assurance aspects mentioned in the paragraph '**Scope of Requirement**' (see above).

#### **Agency Operational Contact Details:**

The STFC employee that will be in charge of any technical aspect of this contract (from dispatching to reception) will be provided to the winning supplier.

#### **Location**

The calibration of the entire IHP ionisation radiation portable instrument will be carried out at the Bidder calibration laboratory (or laboratories depending on the Bidder's facilities location).

The Contract duration shall be for a period of 3 years with optional extension of 1 year period from commencement of the Contract.

## Section 5 – Evaluation model

### 5.1 Introduction

- 5.1.1 The evaluation process will be conducted to ensure that Responses are evaluated fairly to ascertain the most economically advantageous to ensure successful performance of the Contract.
- 5.1.2 The evaluation team may comprise staff from UK SBS, the Customer and any specific external stakeholders UK SBS deem required
- 5.1.3 The evaluation model below shall be used for this RFQ, which will be determined to two decimal places.

### 5.2 Evaluation of Responses

- 5.2.1 Evaluation of Responses shall be based on the Award questionnaires defined in the e-sourcing tool.

### 5.3. Award questionnaire

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

Award Pass/fail criteria		
Questionnaire	Q No.	Question subject
Commercial	FOI1.1	Freedom of Information Act 2000
Commercial	AW1.1	Form of Bid
Commercial	AW1.2	Bid validity period
Commercial	AW1.3	Certificate of bona fide Bid
Commercial	AW4.1	Compliance to the Contract Terms
Commercial	AW4.2	Changes to the Contract Terms
Price	AW5.1	Firm and fixed price
Price	AW5.3	Open book policy
Quality	AW6.1	Compliance to the Specification
Quality	PROJ1.1	Please attach and confirm that you have provided evidence that you have United Kingdom Accreditation Service (UKAS) Accreditation
Quality	PROJ1.3	Please attach and confirm that you have provided evidence that the personnel conducting the calibration are qualified and certified.
Quality	PROJ1.4	Please attach and confirm that you have provided evidence of

		your technical capacity for calibrating:
Quality	PROJ1.5	Please attach and confirm that you have provided evidence of your capability of evaluating the instrument calibration requirements and the instrumentation conditions.
Quality	PROJ1.6	Please confirm and attach evidence that you have a suitable test facilities that is capable of calibrating any instrument (from low to high dose rates levels) with more than one source type for:
Quality	PROJ1.7	Please attach and confirm that you have provided evidence of your capability to produce a Pass/ Fail Certificate for each instrument on completing of test.
Quality	PROJ1.8	Please provide a copy of your company's Health & Safety Policy and Statement
Quality	PROJ1.9	Please provide a copy of your company's Environmental Policy
Quality	PROJ1.10	Please provide adequate documentation showing their membership of a metrology organisation.
-	-	Request for Quotation response – received on time within the e-sourcing tool
<p>In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, UK SBS reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.</p>		

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

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

5.3.4 Questions marked 'for information only' do not contribute to the scoring model.

<b>Award Scoring criteria</b>			
<b>Evaluation Justification Statement</b>			
In consideration of this particular requirement UK SBS has decided to evaluate Potential Providers by adopting the weightings/scoring mechanism detailed within this ITQ. UK SBS considers these weightings to be in line with existing best practice for a requirement of this type.			
<b>Questionnaire</b>	<b>Q No.</b>	<b>Question subject</b>	<b>Maximum Marks</b>
Price	AW5.2	Price	40%
Quality	PROJ2.1	Please provide a calibration service plan based upon the information	15%

		provided (covering all the aspects given in Section 4).	
Quality	PROJ2.2	The Bidder shall provide adequate documentation about following the National Physical Laboratory Good Practice Guides.	Information Only
Quality	PROJ2.3	Please outline how you will implement and ensure that a traceability process from the reception to the delivery of each instrument will be used to address this requirement? (for the different types of services: standard instrument calibration, standard instrument repair and first used instrument calibration)	10%
Quality	PROJ2.5	The Bidder must clearly demonstrate the methodology they will use to carry out the instrument calibration services (and standard repair) that shows the bidders understanding of the requirement. Bidders must also clearly detail how the number of days has been calculated.	10%
Quality	PROJ2.6	Please provide a sample risk assessment for undertaking these types of instrument calibration services (and standard repair) as detailed in the specification documents.	5%
Quality	PROJ2.7	Please provide a method statement detailing how you would undertake the standard instrument calibration and how you have calculated the number of days allocated for the calibration.	5%
Quality	PROJ2.8	Please describe two recent contracts your company has undertaken and how they relate to this project.	15%
Quality	PROJ2.9	Please provide details of the proposed team structure that will be undertaking the instrument calibration and repair services.	Information Only

## Award Evaluation of criteria

### Non-Price elements

Each question will be judged on a score from 0 to 100, which shall be subjected to a multiplier

to reflect the percentage of the evaluation criteria allocated to that question.

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

**Example** if a Bidder scores 60 from the available 100 points this will equate to 12% by using the following calculation: Score/Total Points available multiplied by 20 ( $60/100 \times 20 = 12$ )

Where an evaluation criterion is worth 10% then the 0-100 score achieved will be multiplied by 10.

**Example** if a Bidder scores 60 from the available 100 points this will equate to 6% by using the following calculation: Score/Total Points available multiplied by 10 ( $60/100 \times 10 = 6$ )

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

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

0	The Question is not answered or the response is completely unacceptable.
10	Extremely poor response – they have completely missed the point of the question.
20	Very poor response and not wholly acceptable. Requires major revision to the response to make it acceptable. Only partially answers the requirement, with major deficiencies and little relevant detail proposed.
40	Poor response only partially satisfying the selection question requirements with deficiencies apparent. Some useful evidence provided but response falls well short of expectations. Low probability of being a capable supplier.
60	Response is acceptable but remains basic and could have been expanded upon. Response is sufficient but does not inspire.
80	Good response which describes their capabilities in detail which provides high levels of assurance consistent with a quality provider. The response includes a full description of techniques and measurements currently employed.
100	Response is exceptional and clearly demonstrates they are capable of meeting the requirement. No significant weaknesses noted. The response is compelling in its description of techniques and measurements currently employed, providing full assurance consistent with a quality provider.

All questions will be scored based on the above mechanism. Please be aware that there may be multiple evaluators. If so, their individual scores will be averaged (mean) to determine your final score as follows

**Example**

Evaluator 1 scored your bid as 60

Evaluator 2 scored your bid as 40

Evaluator 3 scored your bid as 80

Evaluator 4 scored your bid as 60

Your final score will  $(60+40+80+60) \div 4 = 60$

**Price elements** will be judged on the following criteria.

The lowest price for a response which meets the pass criteria shall score 100.

All other bids shall be scored on a pro rata basis in relation to the lowest price. The score is then subject to a multiplier to reflect the percentage value of the price criterion.

For example - Bid 1 £100,000 scores 100.

Bid 2 £120,000 differential of £20,000 or 20% remove 20% from price scores 80

Bid 3 £150,000 differential £50,000 remove 50% from price scores 50.

Bid 4 £175,000 differential £75,000 remove 75% from price scores 25.

Bid 5 £200,000 differential £100,000 remove 100% from price scores 0.

Bid 6 £300,000 differential £200,000 remove 100% from price scores 0.

Where the scoring criterion is worth 50% then the 0-100 score achieved will be multiplied by 50

In the example if a supplier scores 80 from the available 100 points this will equate to 40% by using the following calculation: Score/Total Points multiplied by 50 (80/100 x 50 = 40)

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

## 5.4. Evaluation process

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

Stage	Summary of activity
Receipt and Opening	<ul style="list-style-type: none"> <li>RFQ logged upon opening in alignment with UK SBS's procurement procedures.</li> <li>Any RFQ response received after the closing date will be rejected unless circumstances attributed to UK SBS or the e-sourcing tool beyond the bidder control are responsible for late submission.</li> </ul>
Compliance check	<ul style="list-style-type: none"> <li>Check all Mandatory requirements are acceptable to UK SBS.</li> <li>Unacceptable responses maybe subject to clarification by UK SBS or rejection of the Response.</li> </ul>
Scoring of the Response	<ul style="list-style-type: none"> <li>Evaluation team will independently score the Response and provide a commentary of their scoring justification against the Award criteria.</li> </ul>
Clarifications	<ul style="list-style-type: none"> <li>The Evaluation team may require written clarification to Responses</li> </ul>
Re - scoring of the Response and Clarifications	<ul style="list-style-type: none"> <li>Following Clarification responses, the Evaluation team reserve the right to independently re-score the Bid and Clarifications and provide a commentary of their re-scoring justification against the Award criteria.</li> </ul>
Due diligence of	<ul style="list-style-type: none"> <li>UK SBS may request the following requirements at any stage of the</li> </ul>

the Bid	<p>Procurement.</p> <ul style="list-style-type: none"> <li>• Submission of insurance documents from the Bidder.</li> <li>• Request for evidence of documents / accreditations referenced in the / Request for Quotation response / Bid and / or Clarifications from the Bidder.</li> <li>• Taking up of Bidder references from the Bidders Customers.</li> <li>• Financial Credit check for the Bidder.</li> </ul>
Final moderation meeting	<ul style="list-style-type: none"> <li>• To review the outcomes of the Due Diligence.</li> <li>• To agree final scoring for each Bid, relative rankings of the Bids</li> <li>• To confirm contents of the Standstill letters to provide details of scoring and relative feedback on the unsuccessful Bidders response in comparison with the successful Bidders response.</li> </ul>
Moderation	<ul style="list-style-type: none"> <li>• UKSBS will Evaluate responses with all panel members, all disagreements will be resolved, average scoring will be used if the disagreements cannot be resolved.</li> </ul>

## 5.5. Award of Contract

- 5.5.1 UK SBS will inform all Bidders via e tendering tool of any intention to award a Contract. Following a minimum standstill period of 10 calendar days, subject to there being no substantive challenge to that intention, a Contract may be formally awarded to the successful Bidder.
- 5.5.2 All unsuccessful Bidders will be provided with an “unsuccessful letter “ by email at the start of the standstill period notifying them of the outcome of the evaluation exercise. This will include details of:
  - 5.5.2.1 the award criteria;
  - 5.5.2.2 the score of the Bidder at award stage (where the Bidder is considered at award stage and has met all Mandatory pass / fail criteria at award stage);
  - 5.5.2.3 the name of the successful Bidder/s and why that Bidder was successful;
  - 5.5.2.4 the score for the successful Bidder/s against the criteria questions; and
  - 5.5.2.5 the noted strengths and weaknesses of your submission against the characteristics and relative advantages of the successful bidder;

## **Section 6 – Award questionnaire**

The Award questionnaires are located within the e-sourcing tool.

Guidance on completion of the questions is available at  
<http://www.uksbs.co.uk/services/procure/Pages/supplier.aspx>

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

## Section 7 – General information

### 7.1. Introduction

- 7.1.1 UK SBS wishes to establish a Contract for the provision of FM16151 Calibration service for the ionisation radiation portable instruments. UK SBS is managing this procurement process in accordance with the Public Contracts Regulations 2015 (as may be amended from time to time) (the “Regulations”). This is a services Contract being procured under the OJEU Restricted Procedure.
- 7.1.2 UK SBS is procuring the Contract for Science and Technology Facilities Council (OPB).
- 7.1.3 UK SBS logo, trademarks and other identifying marks are proprietary and may not be incorporated in the Companies response without UK SBS’s written permission.
- 7.1.4 The Bidder shall indemnify and keep indemnified UK SBS against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Bidder of this document.
- 7.1.5 If there is any doubt with regard to the ambiguity of any question or content contained in this questionnaire then PLEASE ASK a clarification question, but please ensure that your question is via the formal clarification process in writing to the UK SBS representative nominated. No approach of any kind in connection with this opportunity should be made to any other person within, or associated with UK SBS. All information secured outside of this named contact shall have no legal standing or worth and should not be relied upon.
- 7.1.6 It remains the responsibility of the Bidder to keep UK SBS informed of any matter that may affect continued qualification
- 7.1.7 Prior to commencing formal evaluation, Submitted Responses will be checked to ensure they are fully compliant with the Pass / Fail criteria within the Evaluation model. Non-compliant Submitted Responses may be rejected by UK SBS. Submitted Responses which are deemed by UK SBS to be fully compliant will proceed to evaluation. These will be evaluated using the criteria and scores detailed in the matrix set out in [Section 5](#).
- 7.1.8 Following evaluation of the submitted Bids and approval of the outcome UK SBS intends to appoint one successful suppliers to enter into a Contract.
- 7.1.9 Whilst it is UK SBS’s [and any relevant Other Public Bodies] intention to purchase the majority of its services under this Contract Arrangement from the Supplier(s) appointed this does not confer any exclusivity on the appointed Suppliers. UK SBS and any relevant Other Public Bodies reserve the right to purchase any services and services (including those similar to the services covered by this procurement) from any Supplier outside of this Contract..
- 7.1.10 UK SBS reserves the right not to conclude a Contract as a result of the current procurement process. Bidders should review the contents of Section 7 paragraph 7.8.1 when considering submitting their Response.

- 7.1.11 The services covered by this procurement exercise have NOT been sub-divided into Lots.
- 7.1.12 UK SBS shall utilise the Crown Commercial Service (CCS – previously Government Procurement Service) Emptoris e-sourcing tool url <https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp> to conduct this procurement. There will be no electronic auction following the conclusion of the evaluation of the Request for Quotation (RFQ) responses. Bidders will be specifically advised where attachments are permissible to support a question response within the e-sourcing tool. All enquiries with respect to access to the e-sourcing tool and problems with functionality within the tool may be submitted to Crown Commercial Service, Telephone 0345 010 3503.
- 7.1.13 Please utilise the messaging system within the e-sourcing tool located at <https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp> within the timescales detailed in [Section 3](#). if you have any doubt as to what is required or will have difficulty in providing the information requested. Bidders should note that any requests for clarifications may not be considered by UK SBS if they are not articulated by the Bidder within the discussion forum within the e-sourcing tool.
- 7.1.14 Bidders should read this document, RFx attachments, messages and the evaluation questionnaires carefully before completing the Response submission. Failure to comply with any of these instructions for completion and submission of the Submitted Response may result in the rejection of the Response. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the goods/services/goods and services and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFQ process automatically signals that the Bidder accepts these Conditions.
- 7.1.15 All material issued in connection with this RFQ shall remain the property of UK SBS and/or as applicable relevant OPB and shall be used only for the purpose of this procurement. All Due Diligence Information shall be either returned to UK SBS or securely destroyed by the Bidder (at UK SBS's option) at the conclusion of the procurement
- 7.1.16 The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and the Conditions of Response.
- 7.1.17 The Bidder shall not make contact with any other employee, agent or consultant of UK SBS or any relevant OPB or Customer who are in any way connected with this procurement during the period of this procurement, unless instructed otherwise by UK SBS.
- 7.1.18 UK SBS shall not be committed to any course of action as a result of:
- 7.1.18.1 issuing this RFQ or any invitation to participate in this procurement;
  - 7.1.18.2 an invitation to submit any Response in respect of this procurement;
  - 7.1.18.3 communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement; or
  - 7.1.18.4 any other communication between UK SBS and/or any relevant OPB (whether directly or by its agents or representatives) and any other party.
- 7.1.19 Bidders shall accept and acknowledge that by issuing this RFQ UK SBS shall not be bound to accept any Response and reserves the right not to conclude a Contract for some or all of the services for which Responses are invited.

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

## **7.2. Bidder conference**

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

## **7.3. Confidentiality**

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

- 7.3.2.2 The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract arising from it; or
- 7.3.2.3 The Bidder is legally required to make such a disclosure
- 7.3.3 In paragraphs 7.3.1 and 7.3.2 above the term 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.
- 7.3.4 UK SBS may disclose detailed information relating to Responses to its employees, agents or advisers and UK SBS may make any of the Contract documents available for private inspection by its officers, employees, agents or advisers. UK SBS also reserves the right to disseminate information that is materially relevant to the procurement to all Bidders, even if the information has only been requested by one Bidder, subject to the duty to protect each Bidder's commercial confidentiality in relation to its Response (unless there is a requirement for disclosure as explained in paragraphs 7.4.1 to 7.4.3 below).
- 7.3.5 All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.

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

- 7.3.6 From 2nd April 2014 the Government is introducing its new Government Security Classifications ("GSC") classification scheme to replace the current Government Protective Marking System ("GPMS"). A key aspect of this is the reduction in the number of security classifications used. All Bidders are encouraged to make themselves aware of the changes and identify any potential impacts in their Bid, as the protective marking and applicable protection of any material passed to, or generated by, you during the procurement process or pursuant to any Contract awarded to you as a result of this tender process will be subject to the new GSC from 2nd April 2014. The link below to the Gov.uk website provides information on the new GSC:  
<https://www.gov.uk/government/publications/government-security-classifications>
- 7.3.7 UK SBS reserves the right to amend any security related term or condition of the draft contract accompanying this RFQ to reflect any changes introduced by the GSC. In particular where this RFQ is accompanied by any instructions on safeguarding classified information (e.g. a Security Aspects Letter) as a result of any changes stemming from the new GSC, whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies or otherwise. This may relate to the instructions on safeguarding classified information (e.g. a Security Aspects Letter) as they apply to the procurement as they apply to the procurement process and/or any contracts awarded to you as a result of the procurement process.

#### **7.4 Freedom of information**

- 7.4.1 In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA') and the Environmental Information

Regulations 2004 (the 'EIR') (each as amended from time to time), UK SBS may be required to disclose information submitted by the Bidder to the to UK SBS.

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

## **7.5. Response Validity**

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

## **7.6. Timescales**

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

## **7.7. UK SBS's Contact Details**

- 7.7.1 Unless stated otherwise in these Instructions or in writing from UK SBS, all communications from Bidders (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement must be directed through the e-sourcing tool to the designated UK SBS contact.
- 7.7.2 All enquiries with respect to access to the e-sourcing tool may be submitted to Crown Commercial Service, Telephone 0345 010 3503.
- 7.7.3 Bidders should be mindful that the designated Contact should not under any circumstances be sent a copy of their Response outside of the e-sourcing tool. Failure to follow this requirement will result in disqualification of the Response.

## **7.8. Preparation of a Response**

- 7.8.1 Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Responses. Bidders are solely responsible for all costs, expenses and other liabilities arising in connection with the preparation and

submission of their Response and all other stages of the selection and evaluation process. Under no circumstances will UK SBS, or any of their advisers, be liable for any such costs, expenses or liabilities borne by Bidders or their sub-contractors, suppliers or advisers in this process.

- 7.8.2 Bidders are required to complete and provide all information required by UK SBS in accordance with the Conditions of Response and the Request for Quotation. Failure to comply with the Conditions and the Request for Quotation may lead UK SBS to reject a Response.
- 7.8.3 UK SBS relies on Bidders' own analysis and review of information provided. Consequently, Bidders are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Responses and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement.
- 7.8.4 Bidders must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding their Responses, without reliance upon any opinion or other information provided by UK SBS or their advisers and representatives. Bidders should notify UK SBS promptly of any perceived ambiguity, inconsistency or omission in this RFQ, any of its associated documents and/or any other information issued to them during the procurement.
- 7.8.5 Bidders must ensure that each response to a question is within any specified word count. Any responses with words in excess of the word count will only be considered up to the point where they meet the word count, any additional words beyond the volume defined in the word count will not be considered by the evaluation panel.
- 7.8.6 Bidders must ensure that each response to a question is not cross referenced to a response to another question. In the event of a Bidder adding a cross reference it will not be considered in evaluation.

## **7.9. Submission of Responses**

- 7.9.1 The Response must be submitted as instructed in this document through the e-sourcing tool. Failure to follow the instruction within each Section of this document, to omit responses to any of the questions or to present your response in alignment with any guidance notes provided may render the Response non-compliant and it may be rejected.
- 7.9.2 UK SBS may at its own absolute discretion extend the closing date and the time for receipt of Responses specified [Section 3](#).
- 7.9.3 Any extension to the RFQ response period will apply to all Bidders.
- 7.9.4 Any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided. Failure to adhere to this requirement will result in the Response not being considered.
- 7.9.5 UK SBS does not accept responsibility for the premature opening or mishandling of Responses that are not submitted in accordance with the instructions of this document.
- 7.9.6 The Response and any documents accompanying it must be in the English language
- 7.9.7 Bidders must submit their response through the e-sourcing tool:

- 7.9.8 Responses will be submitted any time up to the date indicated in [Section 3](#). Responses received before this deadline will be retained in a secure environment, unopened until this deadline has passed.
- 7.9.9 Responses received after the date indicated in [Section 3](#) shall not be considered by UK SBS unless the Bidder can justify the reason for the delay.
- 7.9.9.1 The Bidder must demonstrate irrefutable evidence in writing they have made best endeavours to ensure the Response was received on time and that the issue was beyond their control.
- 7.9.9.2 Any request for a late Response to be considered must be emailed to [bids@uksbs.co.uk](mailto:bids@uksbs.co.uk) in advance of 'the deadline' if a bidder believes their Response will be received late.
- 7.9.9.3 UK SBS reserves the right to accept or reject any late Response without justification to the affected Bidder and make no guarantee it will consider any request for a late Response to be considered.

## **7.10. Canvassing**

- 7.10.1 Any Bidder who directly or indirectly canvasses any employee, or agent of UK SBS or its members or any relevant OPB or any of its employees concerning the establishment of the Contract or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Bidder, Response or proposed Response will be disqualified.

## **7.11. Disclaimers**

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

## **7.12. Collusive behaviour**

- 7.12.1 Any Bidder who:

- 7.12.1.1 fixes or adjusts the amount of its Response by or in accordance with any agreement or arrangement with any other party; or
- 7.12.1.2 communicates to any party other than UK SBS or, as applicable, relevant OPB the amount or approximate amount of its proposed Response or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Response or insurance or any necessary security); or
- 7.12.1.3 enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Response; or
- 7.12.1.4 enters into any agreement or arrangement with any other party as to the amount of any Response submitted; or
- 7.12.1.5 offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Response or proposed Response, any act or omission,

shall (without prejudice to any other civil remedies available to UK SBS and without prejudice to any criminal liability which such conduct by a Bidder may attract) be disqualified.

### **7.13. No inducement or incentive**

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

### **7.14. Acceptance of the Contract**

- 7.14.1 The Bidder in submitting the Response undertakes that in the event of the Response being accepted by UK SBS and UK SBS confirming in writing such acceptance to the Bidder, the Bidder will within **90 days** of being called upon to do so by UK SBS execute the Contract in the form set out in the Contract Terms or in such amended form as may subsequently be agreed.
- 7.14.2 UK SBS shall be under no obligation to accept the lowest priced or any Response.

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

- 7.15.1 All requests for clarification about the requirements or the process of this procurement shall be made in through the e-sourcing tool unless where the e-sourcing tool is unavailable due to Emptoris or Crown Commercial Service system maintenance or failure when a clarification by email to the contact defined in [Section 3](#).
- 7.15.2 UK SBS will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time.
- 7.15.3 In the event of a Bidder requiring assistance uploading a clarification to the e-sourcing portal they should use the contact details defined in [Section 3](#).
- 7.15.4 No further requests for clarifications will be accepted after 5 days prior to the date for submission of Responses.

7.15.5 In order to ensure equality of treatment of Bidders, UK SBS intends to publish the questions and clarifications raised by Bidders together with UK SBS's responses (but not the source of the questions) to all participants on a regular basis.

7.15.6 Bidders should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if UK SBS at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Bidders would potentially benefit from seeing both the query and UK SBS's response, UK SBS will:

7.15.6.1 invite the Bidder submitting the query to either declassify the query and allow the query along with UK SBS's response to be circulated to all Bidders; or

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

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

## **7.16. Amendments to Response Documents**

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

## **7.17. Modification and withdrawal**

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

7.17.2 Bidders may withdraw their Response at any time prior the deadline for submission of Responses [or any other time prior to accepting the offer of a Contract]. The notice to withdraw the Response must be in writing and sent to UK SBS by recorded delivery or equivalent service and delivered to UK SBS at UK Shared Business Services Ltd, Procurement Policy Manager, Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1ET

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

7.18.1 UK SBS reserves the right to reject or disqualify a Bidder where

7.18.1.1 the Bidder fails to comply fully with the requirements of this Request for Quotation or presents the response in a format contrary to the requirements of this document; and/or

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

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

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

7.19.1 UK SBS reserves the right to:

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

7.19.1.2 require the Bidder to clarify its Response in writing and/or provide additional information. (Failure to respond adequately may result in the Bidder not being selected),

**7.20.. Notification of award**

7.20.1 UK SBS will notify the successful Bidder of the Contract award in writing and will publish an Award Notice in the Official Journal of the European Union in accordance with the Regulations within 30 days of the award of the contract.

7.20.2 As required by the Regulations all unsuccessful Bidders will be provided with an email advising the outcome of the submission of their RFQ response.

## Appendix ‘A’ – Glossary of Terms

**## GUIDANCE - GLOSSARY** ♦ When adding new definitions always use Capital letters at the start of each word and inverted commas (“”) and the start and end of the definition, for example “Call Off Contract” and ensure the format of the definition is consistent throughout the document. ##

<b>TERM</b>	<b>MEANING</b>
“UK SBS”	means UK Shared Business Services Ltd herein after referred to as UK SBS.
“Bid”, “Response”, “Submitted Bid ”, or “RFQ Response”	means the Bidders formal offer in response to this Request for Quotation
“Bidders”	means the organisations being invited to respond to this Request for Quote
“Central Purchasing Body”	means a duly constituted public sector organisation which procures goods/services for and on behalf of contracting authorities
“Conditions of Bid”	means the terms and conditions set out in this RFQ relating to the submission of a Bid
“Contract”	means the agreement to be entered by UK SBS and the Supplier following any award under the procurement
“Contracting Bodies”	means UK SBS and any other contracting authorities described in the OJEU Contract Notice
“Customer”	means the legal entity (or entities) for which any Contract agreed will be made accessible to.
“Due Diligence Information”	means the background and supporting documents and information provided by UK SBS for the purpose of better informing the Bidders responses to this Request for Quotation
"EIR"	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
<b>FoIA</b>	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
“Lot”	means a discrete sub-division of the requirements
“Mandatory”	means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
“OJEU Contract Notice”	means the advertisement issued in the Official Journal of the European Union
“Order”	means an order for served by any Contracting Body on the Supplier
“Other Public Bodies”	means all Contracting Bodies except UK SBS
“Request for Quotation” or “RFQ”	means the document completed by Bidders at an earlier stage in the procurement used to shortlist Bidders under the Restricted procedure. This document is often referenced within other organisations as a Pre Qualification Questionnaire (PQQ)
“Request for Quotation” or	means this Request for Quotation documentation and all related documents published by UK SBS and made available to Bidders and

<b>“RFQ”</b>	includes the Due Diligence Information. <b>NOTE:</b> This document is often referred to as an Invitation to Tender (ITT) within other organisations
<b>“Supplier”</b>	means the organisation awarded the Contract
<b>“Standard Goods /Services”</b>	means the goods/services set out at within Section 8 Specification and any associated award questions in Section 5 Specification.

## Appendix B – Legal Requirements

The legal aspects related with the instruments used to monitor designated areas are under the ‘The Ionising Radiations Regulations 1999’ (IRR99):

<http://www.legislation.gov.uk/uksi/1999/3232/contents/made>

More specifically the employer duties are under Regulations 19 (1) - (4) (titled ‘Monitoring of designated areas’). In the paragraph (2) of the Regulation 19 requires that all the instruments used for radiation protection purposes shall be adequately tested and thoroughly examined at appropriate intervals:

“The employer upon whom a duty is imposed by paragraph (1) shall provide suitable and sufficient equipment for carrying out the monitoring required by that paragraph, which equipment shall:

- (a) be properly maintained so that it remains fit for the purpose for which it was intended; and
- (b) Be adequately tested and examined at appropriate intervals.”

The Schedule 5 of the IRR99 entitled ‘Matters in respect of which a radiation protection adviser must be consulted by a radiation employer’ establishes that:

“The regular calibration of equipment provided for monitoring levels of ionising radiation and the regular checking that such equipment is serviceable and correctly used.”

Also the ‘Approved Code of Practice and guidance’ of the IRR99:

<http://www.hse.gov.uk/pubns/priced/l121.pdf>

recommends to follow the guidance given by the National Physical Laboratory (NPL) to establish the standards on the instruments used as ionisation radiation monitors:

National Physical Laboratory Measurement good practice guide: The examination, testing and calibration of portable radiation protection instruments.

[http://www.npl.co.uk/upload/pdf/gpg29\\_consultation\\_draft.pdf](http://www.npl.co.uk/upload/pdf/gpg29_consultation_draft.pdf)