

Request for Proposal



Request for Proposal (RFP) on behalf of **Medical Research Council Gambia**

Subject UK SBS **Design of Molecular Biology Laboratory in Fajara**

Sourcing reference number **FM16036**

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

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UKSBS

Shared Business Services

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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

Medical Research Council

The Medical Research Council is a publicly-funded organisation dedicated to improving human health.

The organisation supports research across the entire spectrum of medical sciences, in universities and hospitals, in its own units, centres and institutes in the UK, and in our units in Africa.

Supporting scientists

- Around 5,700 research staff are supported by the MRC, either employed directly in our institutes and units or funded through grants and fellowships.
- We spent £86m on training awards for postgraduate students and fellows in 2011/12, including those in the MRC's own institutes and units.
- At March 2012 there were around 1,900 MRC-funded PhD students and around 400 MRC fellows in higher education institutes and MRC research establishments.

Research examples

- The benefits of MRC research have a national and global impact; from infections in Africa, stem cell advances that can potentially combat brain and heart diseases and improvements in the design of tests for treatments. As well as more and better healthcare, medical research can lead to wider impacts; many millions more lives saved, a vastly improved quality of life and hence a more productive workforce and economic benefits to nations.
- MRC researchers have found markers for cancer cells that may help detect thousands of new cases of cancer a year. The markers are already part of an MRC-developed device that screens for cancer of the oesophagus, are being trialled for cervical cancer screening and could potentially be used in a test for bowel cancer.
- The NHS newborn hearing screening programme, introduced in 2002, improves the early detection of hearing impairment in babies, allowing earlier and more effective treatment for the 900 babies born each year in the UK with permanent hearing loss.
- An estimated 73,000 adults are living with HIV in the UK, according to 2006 figures, but around a third of those people haven't been diagnosed and don't know they're infected. Black and ethnic minority populations accounted for just over half of all 7,000 new cases in 2006. Among many other aspects of HIV research, such as the molecular basis of the condition, treatments and diagnosis, MRC scientists are also researching social and behavioural factors.

<http://www.mrc.ac.uk>

Section 3 – Working with UK Shared Business Services Ltd.

Section 3 – Contact details		
3.1	Customer Name and address	Susan Simon Medical Research Council Unit, The Gambia Atlantic Boulevard, Fajara P. O. Box 273, Banjul The Gambia
3.2	Buyer	Huw Pearce
3.3	Buyer contact details	fmpurchase@uksbs.co.uk 01793 867000
3.4	Estimated value of the Opportunity	£200,000
3.5	Process for the submission of clarifications and Bids	All correspondence shall be submitted within the Emptoris e-sourcing tool. Guidance Notes to support the use of Emptoris is available here. Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid <u>not</u> being considered.

Section 3 - Timescales		
3.6	Date of posting of Contract advert to OJEU via TED.	27/04/2016
3.7	Date of posting of Contract advert to OJEU via Contracts Finder.	29/04/2016
3.7	Date RFP available to Bidders	29/04/2016 2pm
3.8	Latest date / time RFP clarifications should be sent be received through Emptoris	19/05/2016 11am
3.9	Latest date / time RFP clarification answers should be sent to all potential Bidders through Emptoris	25/05/2016 2pm
3.10	Closing date and time for Bidder to request RFP documents	08/06/2016 2pm
3.11	Closing date and time for Bidder to submit their response (' the deadline ').	09/06/2016 2pm

3.12	Clarifications and / or site visits (if required)	09/06/2016 to 30/06/2016 Clarifications will be issued via the portal to arrange site visits (if needed)
3.13	Notification of proposed Contract award to unsuccessful bidders	08/07/2016
3.14	Anticipated Contract Award Date	25/07/2016
3.15	Commencement of Contract	25/07/2016
3.16	Bid Validity Period	120 days

Section 4 – Specification and about this procurement

Executive Summary

The project is concerned with the design and construction of the new molecular Laboratory at the MRC The Gambia site in Fajara. In the current phase of the project we are seeking to develop a full design for tendering purposes and the establishment of a Full Business Case to request funding for the construction of the facility.

The scope does not include the review of the works, which will need to be undertaken at the Himsworth Laboratory after the molecular laboratory works have vacated into the new facility.

Background

INTRODUCTION

Established in The Gambia in 1947, the MRC is the UK's single largest investment in medical research in a developing country. The Unit's research focuses on infectious diseases of immediate concern to The Gambia and the continent of Africa, with the aim of reducing the burden of illness and death in the country and the developing world as a whole.

The research portfolio of the Unit spans basic scientific research (immunology, microbiology, virology and molecular biology), clinical studies, large epidemiological studies and intervention trials. The field and laboratory-based work draws on excellent research and clinical facilities and attracts international funding. The Unit has an established staff complement of about 200 scientists, clinicians and senior administrative staff from many parts of the world, as well as hosting many visiting researchers, and over 500 support staff. There are field sites upcountry – Basse, Keneba and Walikunda (in The Gambia) – each in a different ecological setting, providing varied research opportunities.

The MRC The Gambia operates a significant amount of research facilities of varying standards and ages in its main site in Fajara and MRC field stations. Recent events relating to the laboratory located in the Himsworth building have highlighted the need to review, analyse and update the facilities available and make provision for the extended scientific needs of the organisation.

With the new incoming Director for the Unit, Prof. d'Alessandro, the scientific vision of the unit was expressed, which reinforced the urgent need to provide the Unit with facilities, which comply with MRC standards and reflect the ambition of the Unit.

LOCAL INFORMATION

General

The Republic of Gambia (or The Gambia) is a small West-african country, which is almost entirely surrounded by Senegal bar a short strip of Atlantic coast.

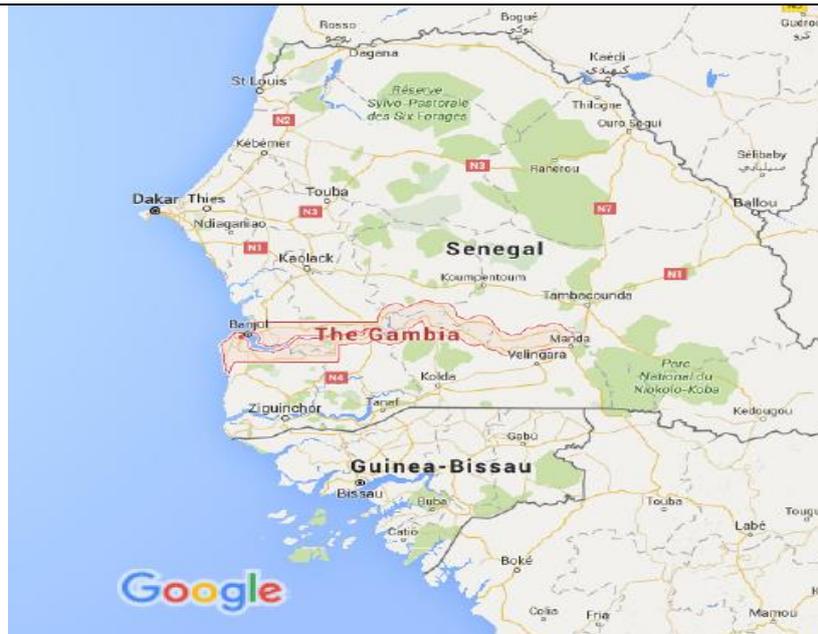


Figure 1 - Location of The Gambia

It is English speaking and the local currency is the Dalasis. The Gambia has a growing tourist industry and at the coast there are a good standard hotels available. Flights are available throughout the year via Brussels Airlines, Titan Airways (during dry season), Royal Air Maroc and Vueling (although most of these are not direct flights from the UK).

Entry at The Gambia is via a VISA, which is provided upon entry to the country. The MRC will provide the contractor with invitation letters, which will allow to bring in tools, etc. by travel (other than the shipping of the materials).

The MRC The Gambia is located at the coast near the capital city (Banjul) at Fajara.

Access to the site via car (and for delivery) is very good, Hotels and Restaurants are nearby. Depending on the booking at the time, it may be possible to house visitors on campus in visitor's accommodation. A layout of the MRC The Gambia facility in Fajara can be found in Appendix A.



Figure 2 - Location of MRC The Gambia

Vaccinations, etc.

The Gambia is a country in which Malaria is an issue. By planning the visit to the country, the NHS web site at www.fitfortravel.nhs.uk/destinations/gambia.aspx provides up to date information on health issues and immunisations.

Climate

The Gambia has a sub-tropical climate with two distinct seasons (dry and wet season). The dry season generally starts in October and ends around mid-June each year. Fanned by the north-east trade winds the average daytime temperature along the coast is 24 Centigrade / 75.2 Fahrenheit. The average daytime temperature for the whole country is 32°C / 91°F.

In the evenings the temperature drops to around 16°C / 60°F. Along the western part of the country, known as the Kombos, temperatures are moderated by Atlantic Ocean with less seasonal and daily variability in daytime temperatures. There are about 9 hours of sunshine everyday with virtually clear skies during the dry spell.

Between January to May the humidity level is at 50-60%. This period is characterised by several phases. The first half of this period is generally cool and dry and the early stages can sometimes be marked by cloudy days but no rain and there is considerable cooling off in the evening. The second half is marked by very cool, dry winds in the evenings and warm sunny days on the coast and at the capital.

The other distinct climatic season is the rainy season, known locally as "Nawet", which is caused by the summer heat causing the air in the Sahara to rise thus creating an area of low pressure which encourages monsoons as it meets with the north east trade winds coming of the Atlantic Ocean in an inter-tropical front. Fog can occur off the coast when the relatively warm Guinea stream meets the cooler Canary current. This rainy period starts around the middle of June and ends around the middle of October with August being the wettest month of the year. Relative humidity levels can rise to 95% and temperatures can reach a skin tingling 43 Celsius / 109.4 Fahrenheit.

The annual precipitation in most parts of the country is around 51 inches (1,296 Millimetres) and sunny periods occur on most days. The storms are very often short and spectacular as

huge volumes of rain descend on the land transforming from brown parched patches to a rich green landscape of foliage. Normally the cloudbursts occur during the night time and when they occur during the day they are short-lived leaving clear blue skies.

THE PROJECT

The Need for a Molecular Biology Facility

The MRC Unit, The Gambia is carrying out very important work in various fields of medical research to

‘deliver innovative, world-leading research aimed at reducing the burden of illness and death in the developing world, supported within an enabling, cost-effective research environment.’

It is an important statement by the MRC to continue its commitment to this mission to address the imbalance in research into diseases of the less affluent population on the globe.

Appropriate, fit for purpose facilities, such as laboratories and support functions (stores, etc.) as well as modern, functional seminar and conference facilities are imperative and the current situation in the Gambia is not entirely satisfactory.

In the beginning of 2013 the current WHO reference laboratory (Himsworth building) was closed by the CDC due to insufficient management procedures, over-crowding and lack of air pressure regimes/air flow.

MRC The Gambia underwent its QQR in 2015, where the subcommittee highly praised the scientific work carried out by the Unit and recommended the Unit for its scientific vision. It highlighted the importance of the work the Unit is carrying in training scientists and was “extremely supportive of the expansion of the lab services into hi tech rapid genomics” . Part of the recommendation was the support by the subcommittee for the construction of a Molecular laboratory and the improvement of the data infrastructure.

Project Governance

MRC The Gambia has a Project Monitoring Board (PMB) which oversees the various projects that are undertaken in the Unit. This board will be monitoring the progress and discuss any issues surrounding aspects of the design. However, there are specific roles, which have authority for the project:

Senior Responsible Owner (SRO)

The SRO is accountable for the overall project. He will chair the Project Board Meeting and has the ultimate authority for decisions in relation to the project.

The SRO at this project is the Director of the MRC The Gambia, [name to be provided to successful supplier](#). He is also the Chair for the Project Monitoring Board.

Senior User (SU)

The SU is responsible for the establishment and definition of the requirements and the definition of the benefits of this project. The SU is acting as the user representative and provides the link between the designer and the users (both ways).

The SU is responsible for confirming that the designers have interpreted the user requirements correctly and for ensuring that no change throughout the project will impact on the delivery of the requirements.

The Senior User on this [name to be provided to successful supplier](#), who is also a member of

the Project Monitoring Board.

Project Manager (PM)

The MRC The Gambia unit has appointed a Project Manager, who will be responsible for producing update reports for the PMB and support the SRO and SU in their responsibilities for this project. The PM will be working closely with the designers to ensure that excellent communication is maintained between all involved parties of the project. The Project Manager for this Project is [name to be provided to successful supplier](#), who is also member of the Project Monitoring Board.

USER REQUIREMENTS

General

There is a need for a dedicated facility to carry out molecular biology work including molecular clinical diagnostics and molecular research work. The latter includes genotyping, and training, including transcriptome studies, genotyping, proteomics/metabolomics and training.

Although these areas carry out similar work, the clinical diagnostics area, which deals with samples from research subjects with disease needs to be physically separated from the area where research samples are analysed which are for surveillance/carriage purposes are analysed to avoid cross contamination of materials and equipment.

This implies that some areas are duplicated in provision of their functions, although not in terms of throughput value. There appears to be only very little function, which could be shared, such as meeting room/seminar, offices, tea kitchen and toilet facilities, although the design appraisal should look at potential sharing of the store area. The detailed schedule of requirements is available in APPENDIX B.

Establishing this new laboratory will reduce the pressure in the current Himsworth Laboratory, which as a consequence to the vacation of the molecular sciences functions will need a degree of design and refurbishment (see Appendix B, worksheet Fajara Reference Laboratory).

Workflow

The work in the molecular diagnostic follows stringent procedures and sequences, which ensure the reliability of the diagnostic and data produced. It is therefore critical, that the design enables this one-directional flow and – as far as reasonably practical – prevents any activities against this work process direction.

The schematic below shows this process flow (excluding offices, etc.)

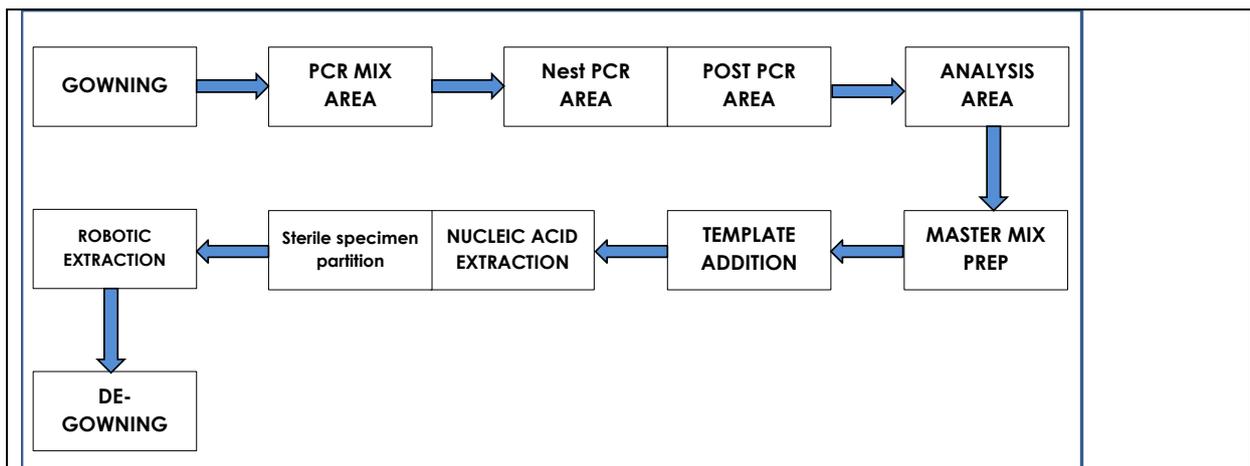


Figure 3 - Workflow for molecular diagnostic

Details of floor plans and air flow requirements can be found in Appendix C.

Sustainability

Molecular laboratories are facilities, which require a high standard of design and workmanship in order to produce reliable diagnostic and research data. The requirements relate to stable temperature, humidity, pressure, lighting, security and so on.

In a climate, such as what the MRC unit in The Gambia experiences these conditions are even more difficult to achieve. However, we require the designers and subsequently the contractor to adhere to the following principles:

- a) The facility should be as energy efficient as possible. This will require a review of renewable energy sources as to put a minimum pressure on the overall power system at the site at Fajara as well as minimise the costs for running the facilities.
- b) The facility should be as environmentally friendly as possible. The facility must have safe disposal of water (both from the laboratories and the lavatories, and the design should avoid or make minimum use of any materials or technologies, which are considered to be damaging to the environment.
- c) The Gambia has little engineering skills available and procurement of technical equipment is costly. Complex and costly plant, which requires import from the UK or other western countries and cannot be locally serviced or repaired must be avoided. The MRC The Gambia has therefore developed the following key design principles for any facility, which is constructed in the MRC The Gambia. *Materials and equipment used must be procured, installed/constructed and maintained within the Gambia.* This requires simple, but effective design solutions, some of which the MRC The Gambia has already applied in some of their developments.
- d) The facilities need excellent insulation. It is MRC experience that well insulated facilities greatly reduce the heat gain from the external area and reduce the need for cooling significantly.

Requirements for Timber

1. All Timber and wood-derived products for supply or use in performance of the contract must be independently verifiable and come from:

1.1a Legal source; and

1.2 a Sustainable source, which can include a FLEGT-licensed or equivalent source.

Requirements for proof of Timber Origin

2. Management of the forest or plantation shall be audited at intervals confirming on going good forest management and by organisations with appropriate forest management experience that are independent of the organisation that holds timber harvest and/or management rights for that forest.

3. The Contracting Authority will accept evidence from any of the following four categories:
3.1 Category A evidence: Certification under a scheme recognised by the UK government as meeting the criteria set out in the document entitled

'UK Government Timber Procurement Policy: Criteria for Evaluating Certification Schemes (Category A Evidence)' (available from the Contracting Authority on request and on the CPET website www.cpet.org.uk/uk-government-timber-procurement-policy/evidence-of-compliance/cpet-s-assessment-of-evidence/assessment-of-certification-schemes-category-a), which reflects the criteria for legal and sustainable set out in the document entitled UK Government Timber Procurement Policy, Definition of Legal and Sustainable for Timber Procurement' (available on the CPET website www.cpet.org.uk/uk-government-timber-procurement-policy/definitions/defining-legality-and-sustainability). The edition current on the day the contract is awarded shall apply. A list of assessed certification schemes that currently meet the government's requirements can be found on the CPET website www.cpet.org.uk/uk-government-timber-procurement-policy/evidence-of-compliance/category-a-evidence/approved-schemes. Acceptable schemes must ensure that at least 70% (by volume or weight) is from a Legal and Sustainable source with the balance from a legal source.

3.2 Category B evidence: Documentary evidence, other than Category A evidence and FLEGT (or equivalent) evidence, that provides assurance that the source meets the criteria set out in the document entitled 'UK Government Timber Procurement Policy: Framework for Evaluating Category B Evidence' (available from the Contracting Authority on request and on the CPET website www.cpet.org.uk/uk-government-timber-procurement-policy/evidence-of-compliance/other-evidence-as-assurance/category-b-evidence), which reflects the criteria for legal and sustainable, set out in 'UK Government Timber Procurement Policy, Definition of Legal and Sustainable for Timber Procurement'. The edition current on the day the contract is awarded shall apply. Such Category B evidence may include, for example, independent audits and declarations by the Contractor or his suppliers.

Where Category B evidence is to be relied on, the Contractor is required to notify the Contracting Authority of the source or sources of all virgin Timber and wood-derived products supplied. Source in this context means the forest or plantation where the trees were grown and all subsequent places of delivery through the supply chain prior to receipt of the Timber and wood-derived product by the Contracting Authority. The Contractor shall separately identify virgin Timber and wood-derived products supplied from forests and plantations that are claimed to be subject to sustainable timber production and shall submit to the Contracting Authority documentation in respect of such wood to confirm that the criteria for sustainable production set out in this specification have been met. If mixing is unavoidable within the supply chain then sources can still be accepted provided that there are adequate controls in place and at least 70% (by volume or weight) is from a Legal and Sustainable source with the balance from a legal source.

3.3 FLEGT evidence:

Evidence of Timber and wood-derived products being exported from a timber-producing country that has signed a bilateral Forest Law Enforcement, Governance and Trade (FLEGT) Voluntary Partnership Agreement (VPA) with the European Union and which have been licensed for export by the producing country's government. Evidence of equivalence to

FLEGT-licensed (for the purposes of the definition of Sustainable) may include Timber and wood-derived products that have been independently verified as meeting all the producing country's requirements for a FLEGT licence (in due course), where a VPA has been entered into but the FLEGT licensing system is not fully operational, or

Evidence from a country that has not entered into a VPA which demonstrates that all of the requirements equivalent to FLEGT-licensed timber have been met.

FLEGT-licensed Timber and wood-derived products which have been processed in a third country may also be acceptable, provided that they demonstrate compliance with the TPP definition of Legal and Sustainable (where equivalent to FLEGT-licensed can be evidence of meeting the definition of Sustainable).

General Design aspirations

The MRC The Gambia is a very ambitious Unit which is held in high regard locally and internationally for its scientific work. This facility will enhance and expand this important work.

As this facility has not only provides the science work as such, but provides teaching for young African scientists, the design should have a number of characteristics that promote the work and enhance the environment. The list of aspects is not mandatory to achieve, but the Unit would like to see these to be kept in mind in the development of the project:

- a) The design of the facility should fit seamlessly in the surrounding environment of the site, but also provide a focal point for the science /research area of the site (see Appendix A).
- b) With a focus on working in Africa on diseases, which present a huge burden to the African population and providing training to African scientists it is desirable to have architecture with African influences.
- c) The interior should be connected to the outside (windows), providing natural light, but allow shading (when required) and avoiding heat gain from the external environment.
- d) The bidders are invited to include a certain amount of landscape design surrounding the facility in order to improve the facility both in terms of sustainability (providing shade?) and developing a positive working and teaching environment.

Procurement Route

As the requirement for the choice of local material and construction methods indicates, it is the intention to procure the works from within The Gambia. The contract form used for this will be the FIDIC short form of contract with a traditional procurement.

This means that the design and specifications must be at a RIBA stage 4 level and a relevant tender package will be required to be put together by the design team.

There will be no requirement for a Principal Designer role on this project.

SCOPE OF WORKS

The scope of works required from the successful bidder is the design of a new laboratory based on the RIBA Plan of Work Stages¹ with a traditional procurement route in mind. In the following the particular aspects of the RIBA stages will be touched upon, however the bidders have to assume the relevant requirements for each stage to apply.

¹ www.ribaplanofwork.com

All documentation from the successful supplier is required to be uploaded onto the client provided web portal (HUDDLE).

RIBA stage 0

The successful bidder is required to validate his understanding of the User requirements and establish a Strategic Brief. This needs to address how the requirements in terms of operations in science can be met with the need for sustainability and local procurement.

*Output: **Strategic Brief, signed off by SRO and SU - Electronic PDF format is required.***

RIBA stage 1

Develop an Initial Project Brief, identifying the project objectives, such as quality, outcomes, sustainability aspirations and budget. Review site information, including existing services, ground and climate conditions, etc. Identify surveys required and highlight when they will be carried out. Establish a draft for maintenance strategy.

*Output: **Initial Project Brief, signed off by SRO and SU**
Draft maintenance strategy - Electronic PDF format is required.*

RIBA stage 2

Prepare concept design including outline architectural, structural, and services design as well as outline specification. The MRC The Gambia will employ a local Quantity Surveyor to develop the cost plans based on this design, therefore the cost estimates for the outline design will not form part of the scope of works for the designer. However, we expect the designer to develop design within constraints of the budget.

Develop a design programme and update the Initial Project Brief to form the Final Project Brief.

Prepare a sustainability strategy, review and update the maintenance and operational strategy (including estimates of future running costs) and provide a risk register for the design and construction aspects. Provide a draft construction strategy including Health & safety aspects.

*Output: **Final Project Brief, signed off by SRO and SU - Electronic PDF & DWG format is required.***

Sustainability strategy, signed off by SRO and SU - Electronic PDF format is required.

Maintenance and Operational Strategy, signed off by the Head of Facilities and the Director for Operations MRC The Gambia - Electronic PDF format is required.

Risk register - Excel format is required.

Draft Construction Strategy - Word format is required.

RIBA Stage 3

Prepare the Developed Design, including coordinated and updated proposals for structural design, building services systems and outline specifications ready for preparation of more detailed cost estimate (+/-15%). All relevant required surveys should have been carried out

at this point to inform the Developed Design.

Review and update the sustainability strategy, maintenance and operational strategy and provide a handover strategy. Review and revise the risk register and the Construction Strategy.

Any revision work to be undertaken as a result of the cost estimate for the Developed Design (Value Engineering, etc.) needs to be carried out prior to sign off.

*Output: **Developed Design, including coordinated architectural, structural & M&E design and specifications, signed off by SRO and SU - Electronic PDF & DWG format is required.***

Updated Sustainability strategy - Electronic PDF format is required.

Updated Maintenance and Operational Strategy - Electronic PDF format is required.

Updated Risk register - Excel format is required.

Updated Construction Strategy - Electronic PDF format is required.

RIBA Stage 4

Prepare the Technical Design in accordance with the established principles and agreed details to enable a procurement of a traditionally tendered works contract.

This should include coordinated detailed architectural, structural, M&E design and specifications. An element of this package should be the Handover and project completion strategy, including (if required) a commissioning strategy and Health & Safety plan.

The sustainability strategy, Maintenance and Operational Strategy and construction strategy should be finalised for the sign off by the SRO and SU for submission with the tender documentation.

*Output : **Technical Design, including coordinated architectural, structural & M&E design and specifications, signed off by SRO and SU - Electronic PDF & DWG format is required.***

Final Sustainability strategy, signed off by SRO and SU - Electronic PDF format is required.

Final Maintenance and Operational Strategy, signed off by Head of Facilities, SRO and SU - Electronic PDF format is required.

Updated Risk register - Excel format is required.

Final Construction Strategy, signed off by Head of Facilities, SRO and SU - Electronic PDF format is required.

RIBA Stage 5

Whilst the main work of the designers will not continue throughout the construction and handover phase, we ask the bidders to provide cover to respond to queries or amend documentation as required.

This will include:

- responding to technical queries by the contractor or project manager by phone and/or email
- amendments of drawings as a result of change
- advise on commissioning plans and/or issues
- potentially final visit for handover inspection

PROGRAMM

The programme for this project is anticipated as follows:

Task	beginning	complete
RIBA 0	25.07.2016	30.08.2016
Designers to visit site and progress RIBA 1&2	25.07.2016	30.08.2016
Completion RIBA 2 & sign off		30.09.2016
RIBA 3 & sign off	01.10.2016	30.11.2016
RIBA 4 & sign off	01.12.2016	15.02.2017
Construction	01.04.2017	31.03.2018

The Contract duration shall be for a period of 3 years with optional extensions 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 Bids are evaluated fairly to ascertain the bidders who can demonstrate the required skills qualities, technical ability and capacity, commercial stability and experience to ensure successful performance of the Contract.

5.1.2 The evaluation team may comprise staff from UK SBS, the Customer and any specific external stakeholders UK SBS deem required

5.2 Evaluation of Bids

5.2.1 Evaluation of Bids shall be based on a Selection questionnaire defined in the e-sourcing tool.

5.3. SELECTION questionnaire

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

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

Selection Pass/fail criteria		
Questionnaire	Q No.	Question subject
Selection Part B	SEL2.2	Conviction for conspiracy
Selection Part B	SEL2.3	Conviction for corruption
Selection Part B	SEL2.4	Conviction for bribery
Selection Part B	SEL2.5	Conviction for fraud
Selection Part B	SEL2.6	Conviction for Terrorism/ Serious Crime
Selection Part B	SEL2.7	Conviction for Money Laundering
Selection Part B	SEL 2.8	Conviction for proceeds of crime
Selection Part B	SEL 2.9	Conviction for other offences
Selection Part B	SEL 2.10	Tax and social security breaches
Selection Part B	SEL 2.12	Cyber Essentials
Selection Part C	SEL3.2	Compliance with applicable obligations in the fields of environmental, social and labour law.
Selection Part C	SEL3.3	Bankruptcy, Insolvency or Winding up
Selection Part C	SEL3.4	Grave Professional misconduct
Selection Part C	SEL3.5	Agreements with other economic operators that create a Distortion of Competition
Selection Part C	SEL3.6	Conflict of interest within meaning of regulation 24
Selection Part C	SEL3.7	Distortion of competition within the meaning of regulation 41
Selection Part C	SEL3.8	Deficiencies in performance of prior public contract
Selection Part C	SEL3.9	Serious Misrepresentation
Selection Part C	SEL3.10	Tax Returns
Selection Part C	SEL3.11	Compliance to Modern Slavery Act 2015
Selection Part D	SEL4.1	Economic and Financial standing assessment
Selection Part D	SEL4.2	Minimum financial threshold
Selection Part D	SEL4.3	Guarantee
Selection Part D	SEL4.4	Insurance
Selection Part E	SEL5.1	References
Selection Part E	SEL5.2	Health and Safety Policy

Selection Part E	SEL5.3	Remedial Orders relating to Health and Safety Executive (or equivalent)
Selection Part E	SEL5.4	Conviction of breaching environmental Legislation
Selection Part E	SEL5.5	Sub-contractors infringement of environmental Legislation
Selection Part E	SEL5.6	Unlawful Discrimination
Selection Part E	SEL5.7	Sub-contractor checks for unlawful discrimination
Selection Part E	FOI1.1	Freedom of information
Quality	PROJ1.1	<p>The tenderer's attention is drawn to the Contract requirements governing the supply and use of Timber and wood-derived products in performing the Contract. It is UK government policy to require that all Timber and wood-derived products originate from an independently verifiable Legal and Sustainable (which can include from a licensed Forest Law Enforcement, Governance and Trade (FLEGT) partner or equivalent) source. Timber and wood-derived products in the context of this Contract include any product that contains wood or wood fibre supplied to the Contracting Authority or used by the Contractor or his agents and sub-contractors in performance of the contract. [the Contract conditions shall require that:</p> <p>1.1 all Timber and wood-derived products for supply or use in performance of the Contract must be independently verifiable and come from:</p> <p>1.1.1 a Legal source; and</p> <p>1.1.2 a Sustainable source, which can include a FLEGT-licensed or equivalent source;</p> <p>as set out in the specification. the Contracting Authority reserves the right to reject any bid that cannot offer to provide independent verification that all Timber and wood-derived products used in the contract meets this requirement.</p>
		<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>

5.3.3 Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.

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

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

5.4. AWARD questionnaire

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

Award Pass/fail criteria		
Questionnaire	Q No.	Question subject
Commercial	AW1.1	Form of Bid
Commercial	AW1.2	Bid validity period
Commercial	AW1.3	Certificate of bona fide Bid
Commercial	AW4.1	Compliance to the Contract Terms
Commercial	AW4.2	Changes to the Contract Terms
Price	AW5.1	Firm and fixed price
Commercial	AW5.5	E Invoice
Commercial	AW5.6	E Invoice implementation
Quality	AW6.1	Compliance to the Specification
-	-	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>		

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

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

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

Award Scoring criteria

Evaluation Justification Statement

In consideration of this particular requirement UK SBS has decided to evaluate Potential Providers by adopting the weightings/scoring mechanism detailed within this

RFP. UK SBS considers these weightings to be in line with existing best practice for a requirement of this type.

Questionnaire	Q No.	Question subject	Maximum Marks
Price	AW5.2	Price – All costs (including travel & subsistence) should be built into each RIBA stage	18%
Price	AW5.7	Prompt payment discount	2%
Quality	PROJ2.1	Please describe how you will ensure that the design and specification will be appropriate for the local environment?	30%
Quality	PROJ2.2	Please describe the principles you will apply to the development of the maintenance strategy	20%
Quality	PROJ2.3	Please describe how you will design and specify to suit a tender exercise for the works detailed in the specification.	20%
Quality	PROJ2.4	Based on your knowledge of the project, please describe your approach to managing risk.	10%
Quality	PROJ2.5	Please provide details of your experience of designing facilities in sub Saharan or similar climate.	Information Only
Quality	PROJ2.6	Provide details of your company's hierarchical structure and CVs of the proposed individuals to be involved in the advertised projects	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.
20	Extremely poor response – they have completely missed the point of the question.
40	Very poor response and not acceptable. Requires major revision to the proposal to make it acceptable. Only partially answers the requirement, with major deficiencies and little relevant detail proposed.
60	Poor response with deficiencies apparent. Some useful evidence provided but response falls well short of expectations. Low probability of success, sufficient obstacles but correctable
80	Response is acceptable but remains basic and could have been expanded upon. Response is sufficient but does not inspire. Good probability of success, weaknesses can be readily corrected.
100	Response demonstrates they can meet a high performance level. High probability of success, no significant weaknesses noted. The response is compelling in its description of techniques and measurements to be employed.

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.

5.5. Evaluation process

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

Stage	Summary of activity
Receipt and Opening	<ul style="list-style-type: none"> • RFP logged upon opening in alignment with UK SBS's procurement procedures. • Any RFP Bid 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.
Compliance check	<ul style="list-style-type: none"> • Check all Mandatory requirements are acceptable to UK SBS. • Unacceptable Bids maybe subject to clarification by UK SBS or rejection of the Bid.
Scoring of the Bid	<ul style="list-style-type: none"> • Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the Selection criteria.
Clarifications	<ul style="list-style-type: none"> • The Evaluation team may require written clarification to Bids
Re - scoring of the Bid and Clarifications	<ul style="list-style-type: none"> • Following Clarification responses, the Evaluation team reserve the right to independently re-score the Bid and Clarifications and provide a commentary of their re-scoring justification against the Selection criteria.
Shortlisting of Bidders	<ul style="list-style-type: none"> • UK SBS will shortlist the Bidders based on the Responses received and the Evaluation Model detailed in Section 5 of the RFP.
Validation of unsuccessful Bidders	<ul style="list-style-type: none"> • To confirm contents of the letters to provide details of scoring and relative feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.

Section 6 – Selection and award questionnaires

Section 6 – Selection questionnaire

6.1 Introduction

The Selection questionnaires are located in the within the e-sourcing tool.

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

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 6 – Award questionnaire

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

6.3 Guidance on completion of the questions is available at
<http://www.ukpbs.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 Design of the Molecular Biolog Laboratory. 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 Open Procedure
- 7.1.2 UK SBS is procuring the Contract for the MRC The Gambia (OPB), on whose behalf UK SBS is operating as procurement partner only. The resulting contract will be entirely managed by MRC The Gambia
- 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 Responses and approval of the outcome UK SBS intends to select a short list of Bidders to proceed to Award stage of this Procurement.
- 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 Proposal (RFP) responses. Bidders will be specifically advised where attachments are permissible to support a question response within the e-sourcing tool. All enquiries with respect to access to the e-sourcing tool and problems with functionality within the tool may be submitted to Crown Commercial Service, Telephone 0345 010 3503.
- 7.1.13 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 RFP process automatically signals that the Bidder accepts these Conditions.
- 7.1.15 All material issued in connection with this RFP 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 RFP 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 RFP 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 RFP 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 RFP including, for example, any sales literature, standard terms of trading etc. Any such information not requested but provided by the Bidder shall not be considered by 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 RFP in respect of each of the consortium's constituent members as part of a single composite response. Potential Providers should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium as indicated in the relevant section of the selection questionnaire SEL1.9 specifically refers. If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided as indicated in the relevant section of the RFP. However, please note 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 RFP are being made available by UK SBS on condition that:
- 7.3.1.1 Bidders shall at all times treat the contents of the RFP and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
- 7.3.1.2 Bidders shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;
- 7.3.1.3 Bidders shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Response; and

- 7.3.1.4 Bidders shall not undertake any publicity activity within any section of the media in relation to this procurement
- 7.3.2 Bidders may disclose, distribute or pass any of the Information to the Bidder's advisers, sub-contractors or to another person provided that either:
- 7.3.2.1 This is done for the sole purpose of enabling a Response to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Bidder; or
- 7.3.2.2 The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract arising from it; or
- 7.3.2.3 The Bidder is legally required to make such a disclosure
- 7.3.3 In paragraphs 7.3.1 and 7.3.2 above the term 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.
- 7.3.4 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 RFP 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 RFP to reflect any changes introduced by the GSC. In particular where this RFP is accompanied by any instructions on safeguarding classified information (e.g. a Security Aspects Letter) as a result of any changes stemming from the new GSC, whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies or otherwise. This may relate to the instructions on safeguarding classified information (e.g. a Security Aspects Letter) as they apply to the procurement as they apply to the procurement process and/or any contracts awarded to you as a result of the procurement process.

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 RFP templates such as this, are published on a designated, publicly searchable web site, and, that the same applies to other sourcing documents issued by 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 RFP Bidders are agreeing that their participation and contents of their Response may be made public.

7.5. Response Validity

7.5.1 Your Response should remain open for consideration for a period of 120 days. A Response valid for a shorter period may be rejected.

7.6. Timescales

7.6.1 [Section 3](#) of the RFP 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 Proposal. Failure to comply with the Conditions and the Request for Proposal 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 RFP, any of its associated documents and/or any other information issued to them during the procurement.
- 7.8.5 Bidders must ensure that each response to a question is within any specified 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 RFP response period will apply to all Bidders.
- 7.9.4 Any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided. Failure to adhere to this requirement will result in the Response not being considered.
- 7.9.5 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 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 RFP, Due Diligence Information and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.
- 7.11.2 Neither 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 RFP; or

7.11.2.2 accepts any responsibility for the information contained in the RFP or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

7.11.3 Any persons considering making a decision to enter into contractual relationships with UK SBS and/or, as applicable, relevant OPB following receipt of the RFP 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 RFP or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with Paragraph 7.15 of this RFP.

7.12. Collusive behaviour

7.12.1 Any Bidder who:

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

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

7.14. Acceptance of the Contract

7.14.1 The Bidder in submitting the Response undertakes that in the event of the Response being accepted by 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 RFP 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 Proposal or presents the response in a format contrary to the requirements of this document; and/or

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

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

7.19. Right to cancel, clarify or vary the process

7.19.1 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 RFP response.

Appendix 'A' Glossary of Terms

TERM	MEANING
"UK SBS"	means UK Shared Business Services Ltd herein after referred to as UK SBS.
"Bid", "Response", "Submitted Bid", or "RFP Response"	means the Bidders formal offer in response to this Request for Proposal
"Bidders"	means the organisations being invited to respond to this Request for Proposal
"Central Purchasing Body"	means a duly constituted public sector organisation which procures goods/services for and on behalf of contracting authorities
"Conditions of Bid"	means the terms and conditions set out in this RFP relating to the submission of a Bid
"Contract"	means the agreement to be entered by 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 Proposal
"EIR"	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
FoIA	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
"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 Proposal" or "RFP"	means this Request for Proposal documentation and all related documents published by UK SBS and made available to Bidders and includes the Due Diligence Information. NOTE: This document is often referred to as an Invitation to Tender within other organisations
"Supplier"	means the organisation awarded the Contract
"Standard Goods /Services"	means any goods/services set out at within Section 4 Specification

