

Request for Information



Request for Information (RFI) for South Tees Site Company (STSC)
Subject: The Demolition of The Ammonia Washers at South Tees Site Company, South Bank Coke Ovens, Redcar Steelworks
Sourcing Reference Number: CON20002

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

Registered in England and Wales as a limited company. Company Number 6330639.
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VAT registration GB618 3673 25
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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 Partner Organisations improve efficiency, generate savings and modernise.

It is our vision to become the leading provider for our Partner Organisation 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 Partner Organisation. This allows our Partner Organisations 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 Partner Organisations, 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 Partner Organisations

Growing from a foundation of supporting the Research Councils, 2012/13 saw Business, Energy and Industrial Strategy (BEIS) 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 in excess of £850m of annual expenditure for its Partner Organisations.

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

Privacy Statement

At UK Shared Business Services (UK SBS) we recognise and understand that your privacy is extremely important, and we want you to know exactly what kind of information we collect about you and how we use it.

This privacy notice link below details what you can expect from UK SBS when we collect your personal information.

- We will keep your data safe and private.
- We will not sell your data to anyone.

- We will only share your data with those you give us permission to share with and only for legitimate service delivery reasons.

<https://www.uksbs.co.uk/use/pages/privacy.aspx>

Privacy Notice

This notice sets out how the Contracting Authority will use your personal data, and your rights. It is made under Articles 13 and/or 14 of the General Data Protection Regulation (GDPR).

YOUR DATA

The Contracting Authority will process the following personal data:

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

Purpose

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

Legal basis of processing

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

Recipients

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

Retention

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

YOUR RIGHTS

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

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

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

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

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

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

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

INTERNATIONAL TRANSFERS

Your personal data will not be processed outside the European Union

COMPLAINTS

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

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

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

CONTACT DETAILS

The data controller for your personal data is:

The Department for Business, Energy & Industrial Strategy (BEIS)

You can contact the Data Protection Officer at:

BEIS Data Protection Officer, Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London SW1H 0ET. Email: dataprotection@beis.gov.uk.

Section 2 – About the Contracting Authority

South Tees Site Company

On 2 October 2015 the SSI steel works in Redcar was placed into compulsory liquidation and an official receiver (OR) was appointed as liquidator. On 12 October, following no buyer for the steel works being found, the decision was taken by the official receiver to set about the hard closure of the site. Since that time the official receiver undertook a protracted liquidation of SSI and, in the absence of a new owner, he has been overseeing the safe and secure closure of the former SSI site whilst maintaining the delivery of services to other site residents. Government, through the Department for Business, Energy and Industrial Strategy, provided an indemnity to the OR so that he could carry out his duties as liquidator of the company and ensure its ongoing safety and security.

On the 1st December 2016, the Department established a Government company, known as the South Tees Site Company Ltd, in order to take forward the safety and security of the site from the OR. STSC have a management team as well as a board of directors, accountable to the BEIS Secretary of State. In order to allow the board of directors and management team to carry out their duties, as well as funding the operation of the Company, BEIS has agreed to indemnify them against all claims, proceedings, costs - including the cost of defending proceedings - and expenses.

Section 3 – Timescales.

Section 3 – Contact details		
3.1	Contracting Authority Name and Address	South Tees Site Company, Teesside Management Offices, Redcar, TS10 5QW
3.2	Named Procurement Officer	Rebecca Fish
3.3	Contact details	Fmprocurement@uksbs.co.uk
3.4	Estimated value of the Opportunity	£200,000 - £400,000 excluding VAT
3.5	Process for the submission of clarifications and Bids	All correspondence shall be submitted within the Delta e-sourcing tool. Guidance Notes to support the use of Delta is available here. Please note submission of a Bid to any email address including the named Procurement Officer <u>will</u> result in the Bid <u>not</u> being considered. Unless formally authorised to do so by UK SBS.

Section 3 - Timescales		
3.6	Date of posting of Contract advert to the OJEU.	Monday 20 th April 2020
3.7	Date RFI available to Bidders	Wednesday 22 nd April 2020
3.8	Virtual Tour of the Ammonia Washers	<p>Tuesday 28th April 2020 at 15:00 – 16:30</p> <p>There will be an opportunity for potential bidders to attend a virtual session via Microsoft Teams. During this session you will be shown drone footage of the Ammonia Towers and surrounding site in order to gain a better understanding the conditions you would be working in.</p> <p>To book a place on this session please send a message via the e-sourcing portal expressing your interest and an invite code will be provided. In order to join this session bidders will have to complete the NDA (Appendix B), bidders will not be able to attend this session if a fully completed NDA has not been signed and returned to UK SBS prior to the day.</p> <p>There will not be any further opportunities to view this footage during the tender process as this cannot be shared directly with bidders.</p>
3.9	Latest date / time RFI clarifications shall be received	Wednesday 13 th May 2020 11.00

	through Delta eSourcing messaging system	
3.10	Latest date / time RFI clarification answers should be sent to all potential Bidders through Delta eSourcing messaging system	Tuesday 19 th May 2020
3.11	Closing date and time for Bidder to request RFI documents	Thursday 28 th May 2020 10:00
3.12	Closing date and time for Bidder to submit their response (‘the deadline’).	Thursday 28 th May 2020 11:00
3.13	Notification of proposed shortlist to next stage of the procurement	Thursday 18 th June 2020
3.14	Issue of RFQ tender documents to successful Bidders	Wednesday 24 th June 2020
3.15	Anticipated Contract Award Date	Friday 28 th August 2020
3.16	Response Validity Period	90 Days

Section 4 – Specification and about this procurement

Introduction

The Contracting Authority wishes to establish a contract for the appointment of a Principal Contractor who will undertake the demolition and dismantling of redundant Ammonia Washers No. 1, 2 and 3 including the associated pipework’s and ancillary equipment with the use of cold cutting techniques.

As it has not been possible to decontaminate any of the equipment included in the scope of work for demolition, the Principal Contractor shall include for the presence of contamination in all process equipment.

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 and Works Contract being procured under the OJEU Restricted Procedure regulations.

This RFI sets out the information which is required by the South Tees Site Company (STSC) to assess the suitability of Potential Providers in terms of their technical knowledge and experience to meet the requirement given the high risk and complex nature of this work.

Project Outline and Background Information

South Tees Site Company Limited (STSC) is a Government owned Company that is part of the BEIS (Business, Energy & Industrial Strategy) Department.

STSC has been appointed to maintain the safety of the former SSI Steelworks on the Redcar site. Steel manufacturing operations stopped at the SSI Steelworks in October 2015 when the company went into liquidation.

The site is classified as an Upper Tier COMAH site. STSC are in the process of decontaminating the former SSI assets in order to remove all Upper Tier COMAH materials, remove the site from the requirements of the COMAH Regulations and hence surrender the COMAH Permit.

The ammonia washers form part of the former SSI assets on the South Bank Coke Oven area of the Redcar site. Due to poor structural condition, STSC, as part of their commitment to the ongoing safety of the site, have taken the decision to demolish the ammonia washers.

This project falls within the requirements of the Construction (Design & Management) Regulations 2015.

The objectives for demolition are;

- Execute the works safely and in line with STSC's philosophy of 'Safety by Choice, not by Chance'
- Manage hazards and risks by applying the general principles of prevention as outlined in the CDM regulations and as specified in Schedule 1 of the Management Regulations
- Execute the project with zero harm to persons or the environment and to align with HSE Regulations and quality
- Avoid any environmental incidents
- Complete the works on time and to budget

The information provided will enable the bidder to develop a Construction Phase Plan (CPP) including within it the design and developed safe systems of work and control measures. The Principal Contractor must also maintain a Health and Safety File which on completion is passed to the Principal Designer. This should be undertaken along with all the other co-ordinating and safety roles associated with the role of Principal Contractor and as required by the Health and Safety: Construction (Design & Management) Regulations 2015.

The project scope is to safely dismantle, demolish and remove demolition arisings of the 3 No Ammonia Washers, associated pipework and equipment at the South Bank site.

It has not been possible to decontaminate any of the equipment included in the scope of work for demolition, the Principal Contractor shall therefore include for presence of contamination in all process equipment.

The washers were subject to a dismantling project during 2019 and removal of access stairs, interconnecting platforms, man doors and some ancillary pipework has been undertaken.

The Principal Contractor shall note that due to an incident resulting in a fire in washers No.1 and No.2 during the previous dismantling project the condition and integrity of the internals cannot be verified.

Chemical Contaminates

The chemicals that are likely to be encountered on site could be but not limited to:

- Crude Coal Tar
- Naphthalene
- N2 - Nitrogen
- Waste Oils and Wash Oils

- Ammonia Liquor
- Coke Oven Gas Condensate
- Coke Oven Gas Residues
- Gas Condensate
- Pyrophoric Scale (Iron Sulphide (FeS))
- Benzene
- Absorbing Oils [Creosote & Petroleum)
- Hydrogen Sulphide gas
- Ammonia Gas
- Products of combustion as result of involving all of the above

These chemicals can be hazardous; some are also a fire hazard and react violently with the atmosphere, water and oxidising materials. As a consequence, all necessary precautions must be taken to minimise the risk of fire and/or explosion during all phases of the works including but not limited to, the use of suitably calibrated Flammable Gas Detection meter or Lower Explosive Limit (LEL) meter where appropriate.

The above information is an overview of the project and Bidders should ensure they review the supporting Appendices to gain a full understanding of the works.

As detailed in Section 3 – Timescales there will be an opportunity to join a virtual session hosted by the Contracting Authority that will present drone footage of the Ammonia Towers and the surrounding area you could be working in. To book a place on this session please submit your interest via the messaging function in the e-sourcing portal and further details will be provided. Bidders will need to sign and return the NDA (Appendix B) before they are allowed to join this session.

The Contract duration shall be for a period of 12 weeks from commencement of the Contract with no option to extend.

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 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 Contracting Authority and any specific external stakeholders the Contracting Authority deem necessary.

5.2 Evaluation of Responses

- 5.2.1 Evaluation of Responses 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 Questionnaire Part 1: Potential Supplier Information		
Section 1	1.3	Contact details and declaration
Part 2: Exclusion Grounds		
Section 2	2.1 (a)(i)	Participation in a criminal organisation
Section 2	2.1(a)(ii)	Corruption
Section 2	2.1(a)(iii)	Fraud
Section 2	2.1(a)(iv)	Terrorist Offences or offences link to terrorist activities
Section 2	2.1(a)(v)	Money laundering or Terrorist financing
Section 2	2.1(a)(vi)	Child Labour and other forms of trafficking in human beings
Section 2	2.2	Self cleaning
Section 2	2.3(a)	Payment of tax or social security
Section 3	3.1 (a)	Breach of environmental obligations
Section 3	3.1 (b)	Breach of social obligations
Section 3	3.1 (c)	Breach of labour law obligations
Section 3	3.1(d)	Bankruptcy
Section 3	3.1(e)	Guilty of grave professional misconduct
Section 3	3.1(f)	Distorting competition
Section 3	3.1(g)	Conflict of Interest
Section 3	3.1(h)	Prior involvement in procurement process
Section 3	3.1(i)	Prior performance of contract

Section 3	3.1(j)(i)	Serious Misrepresentation
Section 3	3.1(j)(ii)	Withholding information
Section 3	3.1(j)(iii)	Unable to provide supporting documentation for ESPD
Section 3	3.1(j)(iv)	Influenced the decision-making process
Part 3: Selection Questions		
Section 4	4.1	Audited accounts
Section 5	5.1	Wider group
Section 5	5.2	Parent Company Guarantee
Section 5	5.3	Other Guarantee
Section 6	6.1	Relevant experience and contract examples
Section 7	7.1	Compliance under Modern Slavery Act 2015
Section 8	8.1(a)	Insurance
Section 9	SEL5.5	Health and Safety Policy
Section 9	SEL5.6	Enforcement/remedial orders in relation to the Health and Safety Executive
Section 9	SEL5.7	Breaching environmental legislation
Section 9	SEL5.8	Checking sub-contractors for infringement of environmental legislation
Section 9	SEL5.9	Unlawful discrimination
Section 9	SEL5.10	Checking sub-contractors for unlawful discrimination
Section 9	SEL2.20	General Data Protection Regulation (GDPR) Act and Data Protection Act 2018
Section 9	FOI1.1	Freedom of information
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.	

5.3.3 Each Mandatory pass / fail question shall include 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 RFI which will be determined to two decimal places using an excel spreadsheet.

5.3.5 Questions marked 'for information only' do not contribute to the scoring model nor influence any decision-making process.

5.3.6 The process for shortlisting of Bidders for the award stage of the procurement shall be as follows.

Award Scoring criteria

Evaluation Justification Statement

In consideration of this particular requirement the Contracting Authority has decided to evaluate Potential Bidders by adopting the weightings/scoring mechanism detailed within this RFI. The Contracting Authority considers these weightings to be relevant and proportionate for this procurement.

Questionnaire	Q No.	Question subject	Maximum Marks
Quality	PROJ1.1	Case Studies	For Information only
Quality	PROJ1.2	Working in "live" environments	40.00%
Quality	PROJ1.3	Programme Management	30.00%
Quality	PROJ1.4	Stakeholder Management	30.00%

A statement that a particular requirement will be met against a question is not in itself sufficient. Such responses, or responses that are ambiguous, may be taken as failing to meet the Requirement. Detailed information regarding how, when and to what extent a Requirement can be met must be provided where appropriate and, in evaluating a given requirement, scores will be awarded accordingly. Furthermore, if any requirement or part of a requirement cannot be met, this must be stated explicitly along with reason why.

Award Evaluation of criteria

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:

$$\text{Score} = \{\text{weighting percentage}\} \times \{\text{bidder's score}\} = 20\% \times 60 = 12$$

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

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

0	The Question is not answered, or the response is completely unacceptable.
10	Extremely poor response – they have completely missed the point of the question.
20	Very poor response and not wholly acceptable. Requires major revision to the response to make it acceptable. Only partially answers the requirement, with major deficiencies and little relevant detail proposed.
40	Poor response only partially satisfying the 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 Supplier. 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 Supplier.

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 be calculated as follows $(60+40+80+60) \div 4 = 60$

5.3.7 During the selection stage, the intention is to arrive at a short List of no more than 5 qualified Bidders to be considered for award stage evaluation. In the event that there are more than the maximum stated number of qualified Bidders, the RFI submissions will be ranked

In the event that there are more than the maximum stated number of qualified Bidders, all bidders that have final scores in within the top 5 places will be taken through to RFQ stage.

Please see an example of this below:

- Bidder 1: 100.00% - Taken through to RFQ
- Bidder 2: 90.00% - Taken through to RFQ
- Bidder 3: 90.00% - Taken through to RFQ
- Bidder 4: 85.00% - Taken through to RFQ
- Bidder 5: 80.00% - Taken through to RFQ
- Bidder 6: 80.00% - Taken through to RFQ
- Bidder 7: 78.00% - Not taken through to RFQ
- Bidder 8: 75.00% - Not taken through to RFQ

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"> • RFI logged upon opening in alignment with the Contracting Authorities procurement procedures. • Any RFI response received after the closing date will be rejected unless circumstances attributed to the Contracting Authority or the

	e-sourcing tool beyond the bidder's control are responsible for late submission.
Compliance check	<ul style="list-style-type: none"> • Check all Mandatory requirements are acceptable to the Contracting Authority. • Unacceptable or incomplete Responses maybe subject to clarification by the Contracting Authority or rejection of the Response.
Scoring of the Response	<ul style="list-style-type: none"> • The Evaluation team will independently score the Response and provide a commentary of their scoring justification against the Selection criteria.
Clarifications	<ul style="list-style-type: none"> • The Evaluation team will require formal written clarification of Responses.
Reviewing the Response and Clarifications	<ul style="list-style-type: none"> • Where relevant, the Evaluation team will independently review the Response following receipt of replies to Clarifications and provide a commentary of their review against the Selection criteria.
Validation of unsuccessful Bidders	<ul style="list-style-type: none"> • To confirm content of the letters to provide details of scoring and feedback on the unsuccessful Bidders response in consideration of the successful Bidders response.
Shortlisting of Bidders	<ul style="list-style-type: none"> • The Contracting Authority will shortlist Bidders based on the Responses and any Clarifications received against the Evaluation Model detailed in Section 5 of the RFI and will communicate the final outcome once the evaluation is complete.

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 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 The Contracting Authority wishes to establish a Contract for the provision of The Demolition of the Ammonia Washers at South Tees Site Company, South Bank Coke Ovens, Redcar Steelworks. The Contracting Authority is managing this procurement process in accordance with the Public Contracts Regulations 2015 (as may be amended from time to time). This is a Works and Services Contract being procured under the OJEU Restricted Procedure
- 7.1.2 The Contracting Authority is procuring the Contract for its exclusive use.
- 7.1.3 UK SBS and Contracting Authority logo's, trademarks and other identifying marks are proprietary and may not be incorporated in the Bidders response without UK SBS's or the Contracting Authorities written permission.
- 7.1.4 The Bidder shall indemnify and keep indemnified the Contracting Authority and 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 Contracting Authority via the UK SBS representative nominated in section 3. No approach of any kind in connection with this opportunity should be made to any other person within or associated with the Contracting Authority or 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 the Contracting Authority informed of any matter that may affect continued qualification
- 7.1.7 Prior to commencing formal evaluation, Submitted Responses will be checked to ensure they are fully compliant with the Pass / Fail criteria within the Evaluation model. Non-compliant Submitted Responses may be rejected by the Contracting Authority. Submitted Responses which are deemed by the Contracting Authority to be fully compliant will proceed to evaluation. These will be evaluated using the criteria and scores detailed in the matrix set out in Section 5.
- 7.1.8 Following evaluation of the submitted Responses and approval of the outcome the Contracting Authority intends to select a short list of Bidders to proceed to Award stage of this Procurement.
- 7.1.9 Whilst it is the Contracting Authorities intention is to purchase the majority of its Works and Services under this Contract Arrangement from the Supplier(s) appointed this does not confer any exclusivity on the appointed Supplier(s). The Contracting Authority and any other relevant Other Public Bodies associated with this Contract reserve the right to purchase any Works and Services (including those similar to the Works and Services covered by this procurement) from any other Source at any time.

- 7.1.10 The Contracting Authority reserves the right not to conclude a Contract as a result of the current procurement process. Bidders should review the contents of Section 7 paragraph 7.8.1 when considering submitting their Response.
- 7.1.11 The Works and Services covered by this procurement exercise have NOT been subdivided into Lots.
- 7.1.12 The Contracting Authority shall utilise the Delta eSourcing Procurement Tool available at <https://uksbs.delta-esourcing.com/> to conduct this procurement. There will be no electronic auction following the conclusion of the evaluation of the Request for Proposal (RFP) responses. Bidders will be specifically advised where attachments are permissible to support a question response within the e-sourcing tool. All enquiries with respect to problems or functionality within the tool may be submitted to Delta eSourcing on 0845 270 7050
- 7.1.13 Please utilise the messaging system within the e-sourcing tool located at <https://uksbs.delta-esourcing.com/> within the timescales detailed in [Section 3](#). if you have any doubt as to what is required or will have difficulty in providing the information requested. Bidders should note that any requests for clarifications may not be considered by the Contracting Authority if they are not articulated by the Bidder within the discussion forum within the 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 works and services and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFI process automatically signals that the Bidder accepts these Conditions.
- 7.1.15 All material issued in connection with this RFI shall remain the property of UK SBS / the Contracting Authority and/or as applicable relevant OPB and shall be used only for the purpose of this procurement. All material issued shall be either returned to the Contracting Authority or securely destroyed by the Bidder (at the Contracting Authorities option) at the conclusion of the procurement
- 7.1.16 The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abide by the terms of these instructions and the Conditions of Response.
- 7.1.17 The Bidder shall not make contact with any other employee, agent or consultant of UK SBS / the Contracting Authority or any relevant OPB who are in any way connected with this procurement during the period of this procurement, unless instructed otherwise by the Contracting Authority.
- 7.1.18 The Contracting Authority shall not be committed to any course of action as a result of:
- 7.1.18.1 issuing this RFI 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 / the Contracting Authority 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 RFI the Contracting Authority shall not be bound to accept any Response and reserves the right not to conclude a Contract for some or all of the Works and Services for which Responses are invited.
- 7.1.20 The Contracting Authority reserves the right to amend, add to or withdraw all or any part of this RFI 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 RFI including, for example, any sales literature, standard terms of trading etc. Any such information not requested but provided by the Bidder shall not be considered by the Contracting Authority during the evaluation process.
- 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 RFI in respect of each of the consortium's constituent members as part of a single composite response. Potential Bidders 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 RFI. However, please note the Contracting Authority reserves the right to require a successful consortium to form a single legal entity in accordance with Regulation 19(6) of the Regulations. The Contracting Authority recognises that arrangements in relation to consortia may (within limits) be subject to future change. Potential Bidders should therefore respond in the light of the arrangements as currently envisaged. Potential Bidders are reminded that any future proposed change in relation to consortia must be notified to the Contracting Authority so that it can make a further assessment by applying the selection criteria to the new information provided and consider rejection of the Response if the Contracting Authority reasonably considers the change to have a material impact of the delivery of the viability of the Response.

7.2. Bidder conference / Site Visit

- 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 RFI are being made available by the Contracting Authority on condition that:
- 7.3.1.1 Bidders shall at all times treat the contents of the RFI 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 unnecessarily other than as is reasonably required to complete and submit a response to the RFI, 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 this section 7.3 the term 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.
- 7.3.4 The Contracting Authority may disclose detailed information relating to Responses to its employees, agents or advisers and the Contracting Authority may make any of the Contract documents available for private inspection by its officers, employees, agents or advisers. The Contracting Authority 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, the Contracting Authority may disclose within Government any of the Bidders documentation/information (including any that the Bidder considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Bidder to the Contracting Authority during this Procurement. Subject to section 7.4 below, the information will not be disclosed outside Government. Bidders taking part in this RFI consent to these terms as part of the competition process.

- 7.3.6 The Government introduced its new Government Security Classifications ("GSC") classification scheme on the 2nd April 2014 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. The link below to the Gov.uk website provides information on the new GSC:
- <https://www.gov.uk/government/publications/government-security-classifications>

USEFUL INFORMATION LINKS

- [Contracts Finder](#)
- [Tenders Electronic Daily](#)
- [Equalities Act introduction](#)
- [Bribery Act introduction](#)

- [Freedom of information Act](#)

7.3.7 The Contracting Authority reserves the right to amend any security related term or condition of the draft contract accompanying this RFI to reflect any changes introduced by the GSC. In particular where this RFI 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), the Contracting Authority may be required to disclose information submitted by the Bidder to the the Contracting Authority.

7.4.2 In respect of any information submitted by a Bidder that it considers to be commercially sensitive the Bidder should complete the Freedom of Information declaration question defined in the Question FOI1.2.

7.4.3 Where a Bidder identifies information as commercially sensitive, the Contracting Authority will endeavour to maintain confidentiality. Bidders should note, however, that, even where information is identified as commercially sensitive, UK SBS and or the Contracting Authority may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, **the** Contracting Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Contracting Authority cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.

7.4.4 Where a Bidder receives a request for information under the FoIA or the EIR during the procurement, this should be immediately passed on to the Contracting Authority and the Bidder should not attempt to answer the request without first consulting with the Contracting Authority via UK SBS.

7.4.5 Bidders are reminded that the Government's transparency agenda requires that sourcing documents, including RFI templates such as this, are published on a designated, publicly searchable web site, and, that the same applies to other sourcing documents issued by the Contracting Authority, and any contract entered into by the Contracting Authority with its preferred Supplier(s) once the procurement is complete. By submitting a response to this RFI 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 RFI sets out the proposed procurement timetable. The Contracting Authority reserves the right to extend the dates and will advise potential Bidders of any change to the dates.

7.7. UK SBS's Contact Details

- 7.7.1 Unless stated otherwise in these Instructions or in writing from the Contracting Authority, all communications from Bidders (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement must be directed through the e-sourcing tool to the Contracting Authority via the UK SBS nominated contact in Section 3.
- 7.7.2 All enquiries with respect to access to the e-sourcing tool may be submitted to Delta eSourcing on 0845 270 7050 please note this is a free self-registration website and this can be done by completing the online questionnaire at <https://uksbs.delta-esourcing.com/>
- 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 the Contracting Authority, or any of their advisers, be liable for any such costs, expenses or liabilities borne by Bidders or their sub-contractors, Suppliers or advisers in this process.
- 7.8.2 Bidders are required to complete and provide all information required by the Contracting Authority in accordance with the Conditions of Response and the Request for Information. Failure to comply with the Conditions and the Request for Information may lead the Contracting Authority to reject a Response.
- 7.8.3 The Contracting Authority relies on Bidders' own analysis and review of information provided. Consequently, Bidders are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Responses and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement.
- 7.8.4 Bidders must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding their Responses, without reliance upon any opinion or other information provided by the Contracting Authority or their advisers and representatives. Bidders should notify the Contracting Authority promptly of any perceived ambiguity, inconsistency or omission in this RFI, 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 The Contracting Authority may at its own absolute discretion extend the closing date and the time for receipt of Responses specified [Section 3](#).

- 7.9.3 Any extension to the RFI response period will apply to all Bidders.

- 7.9.4 Any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided. Failure to adhere to this requirement will result in the Response not being considered.

- 7.9.5 The Contracting Authority 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 unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority. Responses received by any other method than requested will not be considered for the opportunity.

- 7.9.8 Responses will be submitted any time up to the date indicated in [Section 3](#). Responses received before this deadline will be retained in a secure environment, unopened until this deadline has passed.

- 7.9.9 Responses received after the date indicated in [Section 3](#) shall not be considered by the Contracting Authority unless the Bidder can justify that the reason for the delay, is solely attributable to the Contracting Authority

7.9.9.1 The Bidder must demonstrate irrefutable evidence in writing they have made best endeavours to ensure the Response was received on time and that the issue was beyond their control.

7.9.9.2 Any request for a late Response to be considered must be emailed to the Buyer in [Section 3](#) in advance of 'the deadline' if a bidder believes their Response will be received late.

7.9.9.3 The Contracting Authority reserves the right to accept or reject any late Response without justification to the affected Bidder and make no guarantee it will consider any request for a late Response to be considered.

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

7.10. Canvassing

7.10.1 Any Bidder who directly or indirectly canvasses any employee, or agent of UK SBS / the Contracting Authority 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 all material and information in this RFI, 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 the Contracting Authority, 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 RFI; or

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

7.11.3 Any persons considering making a decision to enter into contractual relationships with the Contracting Authority and/or, as applicable, relevant OPB following receipt of the RFI should make their own investigations and their own independent assessment of the Contracting Authority and/or, as applicable, relevant OPB and its requirements for the Works 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 RFI 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 RFI.

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 the Contracting Authority via 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 the Contracting Authority and without prejudice to any criminal liability which such conduct by a Bidder may attract) be disqualified.

7.13. No inducement or incentive

7.13.1 The RFI 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 during the Award stage of the Procurement

7.14.1 The Bidder in submitting the Response undertakes that in the event of the Response being accepted by the Contracting Authority and the Contracting Authority confirming in writing such acceptance to the Bidder, the Bidder will within 14 days of being called upon to do so by the Contracting Authority execute the Contract in the form set out in the Contract Terms or in such amended form as may subsequently be agreed, if permitted under the procurement.

7.14.2 The Contracting Authority shall be under no obligation to accept the lowest priced or any Response.

7.15. Queries relating to the Response

7.15.1 All requests for clarification about the requirements or the process of this procurement shall be made in through the e-sourcing tool unless where the e-sourcing tool is unavailable due to Delta eSourcing system maintenance. All clarifications outside of Delta eSourcing messaging system shall only be allowed if formally advised by the Contracting Authority point of contact defined in [Section 3](#).

7.15.2 The Contracting Authority will endeavour to answer all questions as quickly as possible but cannot guarantee a minimum response time.

7.15.3 In the event of a Bidder requiring assistance uploading a clarification to the 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 7 days prior to the date for submission of Responses.

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

7.15.6 Bidders should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if The Contracting Authority at its sole discretion does not either; consider the query to be of a commercially confidential nature or one

which all Bidders would potentially benefit from seeing both the query and the Contracting Authorities response, the Contracting Authority will:

- 7.15.6.1 invite the Bidder submitting the query to either declassify the query and allow the query along with the Contracting Authorities response to be circulated to all Bidders; or
- 7.15.6.2 request the Bidder, if it still considers the query to be of a commercially confidential nature, to withdraw the query prior to the end of the closing date and time for Bidder clarifications.

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

7.16. Amendments to Response Documents

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

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 any Response must be made in the Delta eSourcing messaging system and in writing sent to the Contracting Authority by recorded delivery or equivalent service and delivered to the Head of Policy, UK Shared Business Services Ltd, Procurement, Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1ET

7.18. Right to disqualify or reject

- 7.18.1 The Contracting Authority reserves the right to reject or disqualify a Bidder where
- 7.18.1.1 the Bidder fails to comply fully with the requirements of this Request for Information 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 Bidders ability to be considered further by the Contracting Authority.

7.19. Right to cancel, clarify or vary the process

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

7.20. Notification of award

7.20.1 As required by the Regulations all successful and unsuccessful Bidders, will be provided with feedback advising the outcome of the submission of their RFI response.

7.20.2. The Contracting Authority will further notify the successful and unsuccessful Bidder(s) at the award stage.

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 “RFI Response”	means the Bidders formal offer in response to this Request for Information
“Bidder(s)”	means the organisations being invited to respond to this Request for Information
“Central Purchasing Body”	means a duly constituted public sector organisation which procures supplies, supplies/services or works for and on behalf of contracting authorities
“Competed supplies/Services /Works	means the competed supplies, supplies/services or works which may be Ordered under the Contract once the procurement is complete or via further competition / direct award if the procurement is to conclude a framework.
“Conditions of Bid”	means the terms and conditions set out in this RFI relating to the submission of a Response
“Consortia”	means more than one organisation such as a Consortium, Partnership or Special Purpose Vehicle who are a Potential Supplier
“Contract”	means the agreement to be entered by the Contracting Authority and the Supplier(s) following any award.
“Contracting Authority”	means the responsible Public body taking the procurement to competition
“Contracting Bodies”	means the Contracting Authority and any other contracting authorities described in the OJEU Contract Notice / Contracts Finder that are allowed to access the agreement.
“Contracts Finder”	The government portal for advertising publically funded procurement opportunities https://www.gov.uk/contracts-finder
"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 sub-division of the supplies, supplies/services or works under a framework if applicable to this procurement
“Mandatory”	means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
“Named Procurement Officer ”	means the single point of contact for the Contracting Authority based in UK SBS that will be dealing with the procurement
“OJEU ”	means the Official Journal of the European Union
“Other Public Bodies” or “OPB”	means all Contracting Bodies in excess of the Contracting Authority
“Regulations”	Means statutory laws applicable to the procurement
“Request for Information” or	means the applicable procurement procedure documentation and documents completed by Bidders at the first stage of selection in

“RFI”	the procurement used to shortlist Bidders under the Restricted procedure
“Standard Supplies, Supplies/Services Works ”	means any supplies, supplies/services or works set out at within Section 4 Specification
“Supplier(s)”	means a organisation(s) that has susessfully been awarded a Contract by the Contracting Authority
“UK SBS”	means UK Shared Business Services Ltd