

# Request for Proposal



**Request for Proposal (RFP) on behalf of UK Research and Innovation**

**Subject: Provision of British Antarctic Survey Food**

**Sourcing Reference Number: FM21195**

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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 Contracting Authorities improve efficiency, generate savings and modernise. It is our vision to become the leading service provider for Contracting Authorities 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 Contracting Authorities. 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 the Department for Business, Energy & Industrial Strategy (BEIS), 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 Contracting Authorities. Our Contracting Authorities 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>

For details on how the Contracting Authority protect and process your personal data please follow the link below:

<https://www.ukri.org/privacy-notice/>

## **Section 2 – About the Contracting Authority**

Operating across the whole of the UK and with a combined budget of more than £6 billion, UK Research and Innovation represents the largest reform of the research and innovation funding landscape in the last 50 years.

As an independent non-departmental public body UK Research and Innovation brings together the seven Research Councils (AHRC, BBSRC, EPSRC, ESRC, MRC, NERC, STFC) plus Innovate UK and a new organisation, Research England.

UK Research and Innovation ensures the UK maintains its world-leading position in research and innovation. This is done by creating the best environment for research and innovation to flourish.

For more information, please visit: [www.ukri.org](http://www.ukri.org)

## Section 3 – Working with the Contracting Authority.

Section 3 – Contact details		
3.1.	Contracting Authority Name and address	<b>UK Research and Innovation</b> Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1FL
3.2.	Buyer	Liam Tucker
3.3.	Buyer contact details	fmprocurement@uksbs.co.uk
3.4.	Estimated value of the Opportunity	<p>The total contract value shall not exceed £3,750,000 excluding VAT.</p> <p>The contract value for initial 3 years shall not exceed £2,250,000.00 excluding VAT (£750,000.00 excluding VAT per year).</p> <p>There is the option to extend for two further 1 year periods, which shall not exceed £750,000.00 excluding VAT per 1 year extension. (3+1+1)</p> <p>Please note there is no obligation or commitment to extend beyond the initial 3 years.</p> <p>Given the nature of this contract there will not be committed levels of spend and orders as this will be dependent on staff numbers on the ship and stations through the course of the contract therefore all orders will be issued on a Call Off basis up to the maximum value stated.</p>
3.5.	Process for the submission of clarifications and Bids	<p><b>All correspondence shall be submitted within the Messaging Centre of the e-sourcing tool. Guidance Notes to support the use of Delta eSourcing are available <a href="#">here</a>.</b></p> <p><b>Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid <u>not</u> being considered.</b></p>

Section 3 - Timescales		
3.6.	Date of posting of Contract advert to Find a Tender.	Thursday 9 <sup>th</sup> September 2021
3.7.	Date RFP available to Bidders on Contracts Finder	Thursday 9 <sup>th</sup> September 2021
3.8.	Latest date / time RFP clarification questions shall be received	Friday 1 <sup>st</sup> October 2021 11:00

	through Delta eSourcing messaging system	
3.9.	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through Delta eSourcing Portal	Thursday 7 <sup>th</sup> October 2021
3.10.	Closing date and time for Bidder to request RFP documents	Friday 15 <sup>th</sup> October 2021 10:00
3.11.	Closing date and time for Bidder to submit their response ( <b>'the deadline'</b> ).	Friday 15 <sup>th</sup> October 2021 11:00
3.12.	Notification of proposed Contract award to unsuccessful bidders	Friday 29 <sup>th</sup> October 2021
3.13.	Anticipated Contract Award Date	Thursday 11 <sup>th</sup> November 2021
3.14.	Commencement of Contract	Monday 22 <sup>nd</sup> November 2021
3.15.	Completion of Contract	21 <sup>st</sup> November 2024 with the option to extend for 2 further years on a 1 + 1 basis
3.16.	Bid Validity Period	90 Days

## Section 4 – Specification and about this procurement

UK SBS wishes to establish a Contract for the provision of The British Antarctic Survey (BAS) Station and Ships: dry, frozen and bonded provisions on behalf of UK Research and Innovation.

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”).

It is intended that a sole provider will be appointed for this Contract.

The British Antarctic Survey (BAS) operate five research stations in and around Antarctica and a polar research ship. This RFP is to supply dry, frozen and bonded provisions for personnel on the stations and on board the ships.

Ships and stations will also procure provisions from other ports around the world that will not form part of this contract.

Other items excluded from this contract are:

- Fresh fruit and vegetables
- Field ration packs

During the Antarctic summer there can be more than 250 scientists and support personnel stationed around the region. Everything they need to survive and work needs to be imported by air or sea. Those who remain in Antarctica during the winter need adequate supplies for over six months of isolation.

The ship will take main stores twice a year, once on arrival in the UK after their Antarctic deployment, usually May or June; and again prior to their departure for Antarctica in September or October. The requirements are determined by the relevant purser and will encompass dry, frozen and bonded provisions.

Each station needs an annual replenishment of materials and equipment which is delivered by a BAS ship during the Antarctic summer field season. One of the most important elements of the resupply exercise is the restocking of food supplies.

Without adequate provisions personnel will be unable to survive on station; there are few opportunities to supply commodities required, and being such a critical support element it is essential that the supplier is capable of meeting our requirements, both in terms of supply & deadlines.

Deliveries of both station provisions and ships stores are co-ordinated by BAS and are usually to a nominated UK Port. If otherwise suppliers will be notified accordingly.

Sailing dates of the ships and requirements for supplies vary annually. At this moment in time the supply dates are likely to be September and October for all Station Antarctic supply. Details of station supply requirements are likely to be available in June; and once the contract is in place BAS will deal directly with the supplier to determine supply and call forward dates.

### **Environmental and sustainability**

BAS recognises its responsibilities to provide healthy and sustainable food to its staff and visitors. Within its Sustainable Food Policy (Appendix C - BAS Sustainable Food Policy) BAS' intention is to minimise the impact of its catering operations on the environment, and to promote sustainable practices and consumption are identified.

Key points from this policy in relation to this RPF include:

**Policy aims**

- Provide a balanced and nutritious diet.
- Use Fairtrade products where applicable and promote products that actively support Fairtrade initiatives.
- Ensure that animal welfare standards are adhered to for any animal produce purchased and to insist on Red Tractor Assured standards as a minimum, where applicable.
- Source food and other products locally and seasonally where possible to sustain local economies and reduce environmental impacts.
- Reduce food waste across BAS and continue to support all sustainability measures taken to date.
- Ensure compliance with legislation.
- Communicate to staff and visitors our commitment to serving sustainable food.

***Meat and Dairy***

- Reduce the consumption of meat (especially beef and lamb) and promote the consumption of more vegetarian and vegan foods.
- Increase the range of animal products from higher certified welfare standards.
- Where practicable purchase UK produced meat to send to stations as part of annual food deliveries.
- Ensure no meat is provided on the bone.
- Aim to ensure all milk and dairy products are Red Tractor Assured (or equivalent) as a minimum standard.
- Use free range eggs as standard.
- Ensure requirements of 'Appendix D - BAS Biosecurity Regulations' are met.

***Fish***

- Provide only Marine Stewardship Council (MSC) certified fish. .

***Fruit and vegetables***

- Actively promote plant-based options ensuring station and ship supplies are adapted to support this.
- Increase the amount of fruit and vegetables used that are grown in systems that cause the least harm to the environment.
- Ensure requirements of 'Appendix D - BAS Biosecurity Regulations' are met

***Sustainably sourced products***

- All tea, coffee, cocoa/chocolate and bananas provided will be Fairtrade or hold Rainforest Alliance Certification.
- Aim to avoid products containing palm oil, or source products that are certified by the Roundtable on Sustainable Palm Oil (RSPO) or comparable standard.
- Aim to source soya products that are certified by Round Table on Responsible Soy (RTRS) or Pro Terra.

***Waste***

- Work with suppliers to ensure food packaging is minimised and what remains is fully recyclable.
- Aggressively reduce the amount of single-use plastic packaging in food purchased

### **Bonded stores**

As part of its catering and hospitality provision BAS supplies its stations and ships with Bonded stores, which are then sold onto its staff on research stations and ships. This is a run by the ship's pursers and Station Leaders. Orders will be consolidated and placed by BAS once a year.

### **Meat and fish**

Due to the changing populations on our ships and stations at various times of the year suppliers must be able to provide a variety of case sizes and individual item sizes in combinations suitable to each individual ship or station.

For example:

Bird Island has a summer population of 12 people and a winter population of 4.

They may request packs of smoked back bacon in various sizes:

20 x 300g

20 x 1kg

Or Joints of Pork loin in various sizes:

15 x 1kg

10 x 2.5kg

### **Alternative Items - for all products, ships and stations**

Should the supplier not be able to supply any of the required supplies, the supplier must provide suitable alternatives at the original agreed price of other products (e.g. if they cannot provide 200 cases of A10 Heinz beans they provide the equivalent amount in other can sizes of Heinz beans but at the original agreed price of the A10 tins). Should this situation arise the supplier should inform BAS immediately (details to be provided to the successful supplier).

### **Standards**

The supplier must review and ensure that 'Appendix B - The Government Buying Standard for Food and Catering Services' is followed to ensure the appropriate standards are adhered to. 'APPENDIX C - BAS Sustainable Food Policy' is in addition to this.

### **Pricing note**

All volumes stated within 'Appendix E - AW5.2 Pricing Schedule' are based on historic example orders, BAS do not guarantee the same volumes will be required going forward, this is merely to be used to ensure suppliers prices are evaluated on a like for like basis.

## **BAS BIOSECURITY REQUIREMENTS**

Supplier must ensure requirements of 'Appendix D - BAS Biosecurity Regulations' are met. The following will be incorporated into the regulations by October 2021.

General requirements for areas where food is being packed:

- must be clean (free from dirt, soil, litter, weeds, plants, etc). There must be no weeds or plants within 10 m of doors, excluding doors that are purely for fire exit purposes.
- must not be open to the environment.
- windows, if present, should be shut, doors should be closed to the maximum extent practicable.
- If packing cargo in the hours of darkness, windows must be kept closed as invertebrates could be attracted to lights.
- must be equipped with relevant pest control and monitoring equipment, such as insect traps and rodent bait stations.
- The warehouse/packing area must have a rodent control plan, with appropriate monitoring of baits and traps. If there is any indication of the presence of rodents, preparation of cargo must be suspended pending investigation and appropriate action by a rodent control operative.
- UV fly killers, one for every 50 m<sup>2</sup> of internal floor space, must be supplied, kept switched on and serviced once a year with UV tubes replaced. A record of tube replacement must be kept for auditing purposes.
- Insect sticky traps, one for every 25 m<sup>2</sup> of internal floor space must be deployed. These must be inspected once every three months, replaced as necessary, and a record of the check made for auditing purposes.

When packing food, as well as the above general requirements, the following must be in place:

- All items must be thoroughly inspected in a well-lit area.
- Any organic matter, soil, debris or insects must be removed manually or with a vacuum cleaner to ensure they are biosecure.
- Once checked, items can be packed.
- Packing cases and pallets should be visually checked to ensure they are biosecure.
- Packing cases should be lined with plastic sheeting.
- Packing must meet Antarctic Act (1994:2013) requirements (i.e., no polychlorinated biphenyls (PCBs), non-sterile soil, polystyrene beads), chips or similar forms of packaging shall be used. Timber used for packing must be bark free and ISPM15 compliant. No untreated wood shall be used for packaging. For cargo for King Edward Point, Bird Island and Signy, plastic packing banding should only be used in exceptional circumstances.
- A signed biosecurity declaration is required for each destination.

When the supplier is containerising, the following must be adhered to:

- Prior to loading,
  - the container must be carefully inspected and swept out/vacuumed, as required, to ensure that it is clean and dry internally.
  - All vents must be securely taped up to prevent ingress of insects whilst in transit. The doors should be closed, and the container checked from inside for any visible light due to perforations or ill-fitting seals. Appropriate anti-condensation measures must also be deployed in the container. (In exceptional circumstances where it is not appropriate to use anti-condensation measures, a fine metal mesh (mesh count (openings/inch): 30) can be utilised instead of taping vents shut. This needs to be recorded and reported to Environment Office within 48 hours).
  - If possible, containers should be loaded within a warehouse/closed environment. If they have to be loaded outside they should be placed on a hard standing with a minimum of 2 metres all around it which is free of soil and vegetation.
  - The container must be visually inspected externally and any organic matter/bird droppings, etc., removed.
- During loading,

- vigilance must be exercised in respect of rodents, birds and insects, and airborne seeds or leaves.
- If loading outdoors, the container door area must be continually attended – if loading is suspended, even temporarily, the access ramp must be removed, and the doors closed. If loading is suspended overnight (even if loading indoors), the container should be closed.
- Each item of cargo must be checked as it is loaded to ensure that the outer packaging has not been perforated. Any item found to be perforated must be returned to the packaging area, and the general cargo preparation measures repeated.
- Once loading has been completed,
  - 1 x mouse trap to be placed inside the container as close to the doors as practicable.
  - 1 x rat trap to be placed inside the container as close to the doors as practicable.
  - 2 x crawling insect traps to be positioned parallel and adjacent to container walls or doors, and as close to the doors as practicable.
  - Once the container is closed, it should be sealed with a tamper-proof seal and the seal number must be added to the container packing list.
  - The supplier may be required to facilitate inspection of containers by a rodent detection dog team contracted by BAS.
  - Paper trail for audit: Biosecurity statement on container packing list.

There is a requirement from the BAS Environmental Office, for the supplier to have a General Environmental Management System. Regular internal audits by the supplier of biosecurity measures in this specification are required. In addition, BAS will conduct external audits of the supplier's biosecurity procedures.

### **BAS PACKING AND SHIPPING INFORMATION - STATIONS**

The British Antarctic Survey re-supplies the Antarctic stations annually and all foodstuffs provided are required to be sourced in line with industry best practices from sources that operate to European and International Foods Standards and, where directed, packed to BAS packing requirements. Cases, where used, must be able to withstand several handlings including movement by forklift trucks, loading and stowage in ships' cargo holds, discharge onto barge or sledge in the Antarctic and transportation overland to destination.

BAS is looking for a supplier to provide creative and innovative options to reduce single-use packaging materials (of all types) that we send to the Antarctic (both on ships and to stations) while ensuring that provisions arrive in good, safe condition to their end users.

### **BAS PACKING SPECIFICATION – DRY PROVISIONS**

#### **Consolidated packing: Bird Island and Signy Stations**

All foodstuffs for **Bird Island and Signy** are to be repacked into BAS supplied packing cases. These cases are re-usable, collapsible and proven in the Islands environment.

The supplier is responsible for cleaning these re-usable packing cases when they are returned to the UK each year for the supplier to pack goods.

Where foodstuffs are re-packed it is anticipated that, where possible, provisions are removed from manufacturers outer packaging in order to reduce plastic and cardboard waste, and that

**minimal** plain brown sizzle paper (or agreed recyclable alternative) should be used as a packing medium to protect products in glass jars or bottles.

Plastic based inert packing fillers such as polystyrene chips and Flopack **MUST NOT BE USED**, as they contravene Antarctic Environmental Legislation.

Each case must be accurately weighed and should not exceed 20 kgs gross weight.

Cases should be supplied stacked and secured to suitable Euro pallets for break bulk loading or containerisation.

The packing of foodstuffs will fall into four categories and will be identified by coloured coding and/or case numbers; details of packaging marks are detailed below.

#### **General foodstuffs – black marking**

General foodstuffs not detailed below.

#### **Foodstuffs affected by freezing – red marking**

Some foods are affected by freeze/thaw action and need to be put under cover as soon as possible after discharge from the ship. The cases containing these foodstuffs should be clearly identified using a separate number series which will be advised by BAS Supply Chain Logistics (SCL). Examples are:

- All drinks
- All tinned fruit & vegetables
- All cartons of liquid
- Evaporated milk and cream
- All sauces and pickles

#### **Foodstuffs requiring cool stowage – blue marking**

Confectionery and some biscuit products require refrigerated transportation at +4°C and cases must be identified by a separate number series which will be advised by BAS SCL. (This is because BAS ships go through the tropics on their way to Antarctica and these commodities can be damaged by the change in temperature)

#### **Flour – stow away from fuels**

Flour will be shipped in original packaging; shrink-wrapped and marked accordingly with shipping mark as detailed below.

#### **Consolidated packing: Ships, Rothera, Halley and King Edward Point (KEP) Stations**

**Rothera, Halley and King Edward Point (KEP)** all have the ability to handle packages up to 1000 kg in weight; it is anticipated that foodstuffs for these stations will be consolidated to either shrink-wrapped ISPM15 pallets or enclosed packaging.

BAS is looking for a supplier to identify packing methods, materials and systems to reduce to an **absolute minimum** single use packaging materials used and assist BAS in driving down the amount of waste transported to and back from Antarctica whilst keeping provisions in good condition during transport.

Units should be compatible with forklift truck operations and have the same footprint as a Euro pallet; each unit may not weigh more than 1000 kg and must be suitable for containerisation. Details of packaging/pallet markings are as below.

**No consolidated units are to contain items for mixed destinations.** (There is no facility to re-pack units once delivered.)

#### **BAS PACKING SPECIFICATION – BONDED GOODS (all stations)**

All bonded stores will be consolidated onto ISPM15 Euro pallets for either break bulk stowage or containerisation. Each pallet will be black shrink-wrapped and clearly marked as detailed below.

#### **BAS PACKING SPECIFICATION – REFRIGERATED PROVISIONS (all stations)**

##### **Packing**

All supplies are to be packed to withstand several handlings. Where possible manufacturer supplied outers to be used unless their conditions necessitate re-packaging; no individual piece to exceed **20 kg** in weight.

Cases are to be palletised within confines of ISPM15 Euro pallets to enable container stowage; each pallet to be clearly marked with destination, case numbers and gross weight of pallet.

**No pallets are to contain items for mixed destinations.** (There is no facility to re-pack pallets once delivered.)

#### **BAS PACKING SPECIFICATION – 20ft CONTAINERS**

It is anticipated that any requirement to containerise dry provisions and/or bond and the subsequent transportation be undertaken by the supplier at their premises; BAS will supply container units. In this situation the supplier would also be responsible for biosecuring the container, verified gross mass (VGM), safe stowage of goods within the container unit by trained personnel and onward transportation of the packed containers when called forward.

#### **BAS PACKING SPECIFICATION – VESSELS**

The dry, refrigerated, and bonded stores for the vessels will be consolidated onto ISPM15 Euro pallets and delivered to vessel as called forward by vessels purser.

#### **MARKING OF PACKAGES AND PALLETS - STATIONS**

##### **Marking for BAS supplied consolidated packing cases.**

All cases must be marked with a clearly legible Shipping Mark on two sides and the case number on the other sides.

An example of the Shipping Mark is as follows: -

<b>Case Number</b>	<b>H-20-1001</b>
<b>Destination</b>	<b>SIGNY</b>

<b>Gross Weight</b>	<b>20 kgs</b>
<b>Cube</b>	<b>0.06 cu. metres</b>

A general description of contents of each packing crate together with the expiry date of the supplies is also required and should be affixed to one side of the case, e.g., Tinned apple, tomato sauce, tinned pears.

The standard marking details will be also be by bar coded adhesive label.

#### **Marking for dry and bond consolidated packing cases/pallets.**

All cases/pallets must be marked with the clearly legible Shipping Mark on all sides; text will be a minimum of 10cms high; an example of the Shipping Mark is as follows: -

<b>Case/pallet Number</b>	<b>M-20-5001</b>
<b>Destination</b>	<b>KING EDWARD POINT</b>
<b>Gross Weight</b>	<b>500 kgs</b>
<b>Cube</b>	<b>1.20 cu. metres</b>

A general description of contents together with the expiry date of the supplies is also required and should be affixed to one side of the case e.g., tinned apple, tomato sauce, tinned pears.

The standard marking details will be also be by bar coded adhesive label.

#### **Marking for refrigerated consolidated packing cases/pallets.**

All cases to be clearly marked on two sides with destination and case number, **this marking to be a minimum of 5cms high.**

**e.g.           SIGNY**  
  
**CASE NO H20-3001**

A description of contents is also required and where this is not printed on the case by the manufacturer, it should be written underneath the case number, again in 5cms high lettering. Any labels used for case markings must not obliterate the description of case contents from the manufacturer.

**BAS SCL will advise the supplier of case number series to be used for all packing types and any special project markings.**

**There may be on-site inspections of packed supplies prior to shipment.**

### **DOCUMENTATION**

#### **Stations**

BAS Shipping documentation for station provisions and bond is prepared from the packing lists provided by suppliers. The essential information required includes the following and will

be provided in spreadsheet format as directed by BAS SCL team.

- **Case Number:**
- **Accurate Description of Contents including BAS item number:**
- **Exact Gross Weight (to nearest kilo):**
- **Actual Case Measurements (cms):**
- **Cube (cu. metres):**

These detailed packing lists will be required by BAS SCL approximately 4 weeks prior to receiving cargo at the docks in order that the consignment may be checked, and ships export manifest completed. These packing lists **MUST** reflect the actual number of cases SHIPPED and tally with the export documentation supplied by the supplier for HM Revenue & Customs.

Appropriate export entries for each consignment are to be completed by the supplier and UCR numbers forwarded to ships agents prior to shipment; copies of documents should accompany the consignments to the docks, together with Standard Shipping Notes.

BAS is implementing a bespoke supply chain programme utilising the software IBM Maximo. This is still in development, but suppliers would be expected to be open to work with BAS on the best way to automate transfer of shipping documentation data into IBM Maximo.

### **Vessels**

Documentation for the vessels provisions and bond will be classed as ship stores and each pallet/consignment will be detailed on delivery notes for checking/authorisation by vessels purser.

## **DELIVERY**

### **Stations**

All deliveries are usually Free Along Side (FAS) to a UK port; BAS SCL will advise receiving dates. Supplier is responsible for transportation from their premises to the port; all transportation units will be detailed on appropriate Standard Shipping Notes.

### **Vessels**

Deliveries to vessel will be classed as ship stores and each category will be called forward by vessels purser over several days whilst vessel is taking stores.

BAS is looking to work with environmentally aware suppliers who are minimising the carbon impact of their activities. To assist BAS with understanding the carbon footprint of our whole supply chain we would be interested in working with the successful supplier to feed relevant carbon data from their operations into our overall BAS carbon impact work.

The Contract duration shall be for a period of 3 years with optional extensions of two further 1-year periods from commencement of the Contract (3+1+1).

**Terms and Conditions**

Bidders are to note that any requested modifications to the Contracting Authority Terms and Conditions on the grounds of statutory and legal matters only, shall be raised as a formal clarification during the permitted clarification period.

## 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 and the Contracting Authority, and any specific external stakeholders the Contracting Authority deem required

### 5.2. Evaluation of Bids

- 5.2.1. Evaluation of Bids shall be based on a Selection questionnaire and Award criteria as clearly 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
<b>Selection Questionnaire Part 1: Potential Supplier Information</b>		
Section 1	1.3	Contact details and declaration
<b>Part 2: Exclusion Grounds</b>		
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
<b>Part 3: Selection Questions</b>		
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	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 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.

5.3.6. During the evaluation stage, the intention is that only Bidders who achieve a Pass of all the Mandatory and Discretionary requirements of the RFP will be considered for award stage evaluation.

#### 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
Price	AW5.3	Open book policy
Commercial	AW5.4	E Invoice
Quality	AW6.1	Compliance to the Specification
Quality	AW6.2	Variable Bids
-	-	Request for Proposal response – received on time within the e-sourcing tool
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.		

5.4.2. The Award stage of due process 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 the Contracting Authority has decided to evaluate Potential Providers by adopting the weightings/scoring mechanism detailed within this RFP. The Contracting Authority 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	40.00 %
Quality	PROJ1.1	Methodology and Project Plan	20.00 %
Quality	PROJ1.2	Added value	20.00 %
Quality	PROJ1.3	Waste reduction	20.00 %

### Award Evaluation of criteria

#### Non-Price elements

Each question will be evaluated 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 = {weighting percentage} x {bidder's score} = 20% x 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 question requirements with deficiencies apparent. Some useful evidence provided but response falls well short of expectations. Low probability of being a capable supplier.
60	Response is acceptable but remains basic and could have been expanded upon. Response is sufficient but does not inspire.
80	Good response which describes their capabilities in detail which provides high levels of assurance consistent with a quality provider. The response includes a full description of techniques and measurements currently employed.
100	Response is exceptional and clearly demonstrates they are capable of meeting the requirement. No significant weaknesses noted. The response is compelling in its description of techniques and measurements currently employed, providing full assurance consistent with a quality provider.

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

#### **Example**

Evaluator 1 scored your bid as 60  
Evaluator 2 scored your bid as 40  
Evaluator 3 scored your bid as 80  
Evaluator 4 scored your bid as 60  
Your final score will  $(60+40+80+60) \div 4 = 60$

Once the above evaluation process has been undertaken and the scores are apportioned by evaluator(s) this will then be subject to an independent commercial review and moderation meeting, if required by the commercial lead, any and all changes will be formally recorded relative to the regulatory obligations associated with this procurement, so as to ensure that the procurement has been undertaken in a robust and transparent way.

**Price elements** will be evaluated 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.

This evaluation criteria will therefore not be subject to any averaging, as this is a mathematical scoring criteria, but will still be subject to a commercial review.

## 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"> <li>RFP logged upon opening in alignment with UK SBS's procurement procedures.</li> <li>Any RFP Bid received after the closing date will be rejected unless circumstances attributed to the Contracting Authority or the e-sourcing tool beyond the bidder control are responsible for late submission.</li> </ul>
Compliance check	<ul style="list-style-type: none"> <li>Check all Mandatory requirements are acceptable to the Contracting Authority.</li> <li>Unacceptable Bids maybe subject to clarification by the Contracting Authority or rejection of the Bid.</li> </ul>
Scoring of the Bid	<ul style="list-style-type: none"> <li>Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the criteria.</li> </ul>
Clarifications	<ul style="list-style-type: none"> <li>The Evaluation team may require written clarification to Bids</li> </ul>
Re - scoring of the Bid and Clarifications	<ul style="list-style-type: none"> <li>Following Clarification responses, the Evaluation team reserve the right to independently re-score the Bid and Clarifications and provide a commentary of their re-scoring justification against the Selection criteria.</li> </ul>
Moderation meeting (if required to reach an award decision)	<ul style="list-style-type: none"> <li>To review the outcomes of the Commercial review</li> <li>To agree final scoring for each Bid, relative rankings of the Bids</li> <li>To confirm contents of the Standstill letters to provide details of scoring and relative feedback on the unsuccessful Bidders response in comparison with the successful Bidders response</li> </ul>
Due diligence of the Bid	<ul style="list-style-type: none"> <li>the Contracting Authority may request the following requirements at any stage of the Procurement.</li> <li>Submission of insurance documents from the Bidder</li> <li>Request for evidence of documents / accreditations referenced in the / Request for Proposal response / Bid and / or Clarifications from the Bidder</li> <li>Taking up of Bidder references from the Bidders Customers.</li> <li>Financial Credit check for the Bidder</li> </ul>
Validation of unsuccessful	<ul style="list-style-type: none"> <li>To confirm contents of the letters to provide details of scoring and meaningful feedback on the unsuccessful Bidders Bid in</li> </ul>

Bidders	comparison with the successful Bidders Bid.
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## 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 **how to register and use the e-sourcing portal** are is available at <http://www.ukpbs.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.uksbs.co.uk/services/procure/Pages/supplier.aspx>

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

## Section 7 – General information

### 7.1. Introduction

- 7.1.1. The Contracting Authority wishes to establish a Contract for the provision of Provision of British Antarctic Survey Food. The Contracting Authority is managing this procurement process in accordance with Public Procurement (as may be amended from time to time) (the “Regulations”). This is a supplies Contract being procured under the Open Procedure.
- 7.1.2. The Contracting Authority is procuring the Contract for its exclusive use.
- 7.1.3. UK SBS and the Contracting Authority logo, trademarks and other identifying marks are proprietary and may not be incorporated in the Companies response without or the Contracting Authority’s written permission.
- 7.1.4. The Bidder shall indemnify and keep indemnified UK SBS and the Contracting Authority 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 or the Contracting Authority. 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 and 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. Whilst it is the Contracting Authority’s intention to purchase the majority of its supplies under this Contract Arrangement from the Supplier(s) appointed this does not confer any exclusivity on the appointed Suppliers. The Contracting Authority and any relevant Other Public Bodies reserve the right to purchase any supplies and services (including those similar to the supplies covered by this procurement) from any Supplier outside of this Contract.
- 7.1.9. 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.
- 7.1.10. The supplies covered by this procurement exercise have NOT been sub-divided into Lots.

- 7.1.11. 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
- 7.1.12. 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.
- 7.1.13. Bidders should read this document, Stage One: Overview Section. 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 supplies and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.
- 7.1.14. All material issued in connection with this RFP shall remain the property of the Contracting Authority 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 the Contracting Authority or securely destroyed by the Bidder (at the Contracting Authority's option) at the conclusion of the procurement
- 7.1.15. 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.
- 7.1.16. The Bidder shall not make contact with any other employee, agent or consultant of UK SBS or the Contracting Authority 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 the Contracting Authority.
- 7.1.17. The Contracting Authority shall not be committed to any course of action as a result of:
- 7.1.17.1. issuing this RFP or any invitation to participate in this procurement ;
  - 7.1.17.2. an invitation to submit any Response in respect of this procurement;
  - 7.1.17.3. communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement; or
  - 7.1.17.4. 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.
- 7.1.18. Bidders shall accept and acknowledge that by issuing this RFP 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 supplies for which Responses are invited.
- 7.1.19. The Contracting Authority reserves the right to amend, add to or withdraw all or any part of this RFP at any time during the procurement.

- 7.1.20. 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 the Contracting Authority.
- 7.1.21. 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 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 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 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 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 the Contracting Authority 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 and the Contracting Authority may disclose detailed information relating to Responses to its employees, agents or advisers and they may make any of the Contract documents available for private inspection by its officers, employees, agents or advisers. UK SBS and the Contracting Authority also reserve 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 RFP consent to these terms as part of the competition process.

- 7.3.6. The Government introduced 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. The Contracting Authority 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.

## USEFUL INFORMATION LINKS

- [Contracts Finder](#)

- [Find a Tender](#)
- [Equalities Act introduction](#)
- [Bribery Act introduction](#)
- [Freedom of information Act](#)

#### **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 and the Contracting Authority may be required to disclose information submitted by the Bidder to the to 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, 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.
- 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 the Contracting Authority, and any contract entered into by the Contracting Authority 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 90 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. The Contracting Authority reserves the right to extend the dates and will advise potential Bidders of any change to the dates.

## **7.7. The Contracting Authority's Contact Details**

- 7.7.1. Unless stated otherwise in these Instructions or in writing from UK SBS or 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 designated UK SBS contact.
- 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 UK SBS or 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 Proposal. Failure to comply with the Conditions and the Request for Proposal 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 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. 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 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. The Contracting Authority do 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 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, 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 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 the Contracting Authority and/or, as applicable, relevant OPB following receipt of the RFP 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 supplies 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, the Contracting Authority 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 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 the Contracting Authority and the Contracting Authority confirming in writing such acceptance to the Bidder, the Bidder will within 7 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.
- 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 or failure, in this instance all clarifications shall be by email to the 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 Authority'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 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 Authority's 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 Authority'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. 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 RFP 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, the Contracting Authority 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 the Contracting Authority by recorded delivery or equivalent service and delivered to the Head of Policy UK SBS at 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 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. 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. The Contracting Authority will notify the successful Bidder of the Contract award in writing and will publish an Award Notice in Find a Tender in accordance with the Regulations within 30 days of the award of the contract.

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

## Section 7 – General Information

### What makes a good bid – some simple do's 😊

#### DO:

Do comply with Procurement document instructions. Failure to do so may lead to disqualification.

Do provide the Bid on time, and in the required format. Remember that the date/time given for a response is the last date that it can be accepted; we are legally bound to disqualify late submissions. Responses received after the date indicated in the RFP 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

Do ensure you have read all the training materials to utilise e-sourcing tool prior to responding to this Bid. If you send your Bid by email or post it will be rejected.

Do use Microsoft Word, PowerPoint Excel 97-03 or compatible formats, or PDF unless agreed in writing by the Buyer. If you use another file format without our written permission, we may reject your Bid.

Do ensure you utilise the Delta eSourcing messaging system to raise any clarifications to our RFP. You should note that we will release the answer to the question to all Bidders and where we suspect the question contains confidential information, we may modify the content of the question to protect the anonymity of the Bidder or their proposed solution

Do answer the question, it is not enough simply to cross-reference to a 'policy', web page or another part of your Bid, the evaluation team have limited time to assess bids and if they can't find the answer, they can't score it.

Do consider who the Contracting Authority is and what they want – a generic answer does not necessarily meet every Contracting Authority's needs.

Do reference your documents correctly, specifically where supporting documentation is requested e.g. referencing the question/s they apply to.

Do provide clear, concise and ideally generic contact details; telephone numbers, e-mails and fax details.

Do complete all questions in the questionnaire or we may reject your Bid.

Do ensure that the Response and any documents accompanying it are in the English Language, the Contracting Authority reserve the right to disqualify any full or part responses that are not in English.

Do check and recheck your Bid before dispatch.

## What makes a good bid – some simple do not's ☹

### DO NOT

Do not cut and paste from a previous document and forget to change the previous details such as the previous buyer's name.

Do not attach 'glossy' brochures that have not been requested, they will not be read unless we have asked for them. Only send what has been requested and only send supplementary information if we have offered the opportunity so to do.

Do not share the Procurement documents, they may be confidential and should not be shared with anyone without the Buyers written permission.

Do not seek to influence the procurement process by requesting meetings or contacting UK SBS or the Contracting Authority to discuss your Bid. If your Bid requires clarification the Buyer will contact you. All information secured outside of formal Buyer communications shall have no Legal standing or worth and should not be relied upon.

Do not contact any UK SBS staff or the Contracting Authority staff without the Buyers written permission or we may reject your Bid.

Do not collude to fix or adjust the price or withdraw your Bid with another Party as we will reject your Bid.

Do not offer UK SBS or the Contracting Authority staff any inducement or we will reject your Bid.

Do not seek changes to the Bid after responses have been submitted and the deadline for Bids to be submitted has passed.

Do not cross reference answers to external websites or other parts of your Bid, the cross references and website links will not be considered.

Do not exceed word counts, the additional words will not be considered.

Do not make your Bid conditional on acceptance of your own Terms of Contract, as your Bid will be rejected.

Do not unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority send your response by any way other than via e-sourcing tool. Responses received by any other method than requested will not be considered for the opportunity.

## Appendix A - Glossary of Terms

TERM	MEANING
<b>“UK SBS”</b>	means UK Shared Business Services Ltd herein after referred to as UK SBS.
<b>“Bid”, “Response”, “Submitted Bid”, or “RFP Response”</b>	means the Bidders formal offer in response to this Request for Proposal
<b>“Bidder(s)”</b>	means the organisations being invited to respond to this Request for Proposal
<b>“Central Purchasing Body”</b>	means a duly constituted public sector organisation which procures supplies/services/works for and on behalf of contracting authorities
<b>“Conditions of Bid”</b>	means the terms and conditions set out in this RFP relating to the submission of a Bid
<b>“Contract”</b>	means the agreement to be entered by the Contracting Authority and the Supplier following any award under the procurement
<b>“Contracting Bodies”</b>	means the Contracting Authority and any other contracting authorities described in the Find a Tender Contract Notice
<b>“Contracting Authority”</b>	A public body regulated under the Public Procurement Regulations on whose behalf the procurement is being run
<b>“Customer”</b>	means the legal entity (or entities) for which any Contract agreed will be made accessible to.
<b>“Due Diligence Information”</b>	means the background and supporting documents and information provided by the Contracting Authority for the purpose of better informing the Bidders responses to this Request for Proposal
<b>"EIR"</b>	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
<b>“Find a Tender”</b>	Means the UK Government Portal that superseded the OJEU as from 1/1/2021 <a href="https://www.find-tender.service.gov.uk/Search">https://www.find-tender.service.gov.uk/Search</a>
<b>“FoIA”</b>	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
<b>“Further Competition”</b>	means re-opening competition under a framework if applicable to this procurement
<b>“Mandatory”</b>	Means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
<b>“Named Procurement person ”</b>	means the single point of contact for the Contracting Authority based in UK SBS that will be dealing with the procurement
<b>“Order”</b>	means an order for served by any Contracting Body on the Supplier
<b>“Other Public Bodies”</b>	means all Contracting Bodies except the Contracting Authority
<b>“Request for Proposal” or “RFP”</b>	means this Request for Proposal documentation and all related documents published by the Contracting Authority and made available to Bidders and includes the Due Diligence Information. <b>NOTE:</b> This document is often referred to as an Invitation to Tender within other organisations

<b>“Supplier(s)”</b>	means the organisation(s) awarded the Contract
<b>“Supplies / Services / Works”</b>	means any supplies/services and supplies or works set out at within <a href="#">Section [4] Specification</a>