

# Request for Proposal



**Request for Proposal (RFP) on behalf of the South Tees Site Company (STSC)**

**Subject: Excavation and Associated Services**

**Sourcing Reference Number: FM19147**

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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>

## **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 1<sup>st</sup> December 2016, the Department established a Government company, known as the STSC, 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.

For information purposes it should be noted that STSC has a Site Recognition agreement with the following unions:

1/ GMB

2/ Community

3/ Unite

## Section 3 – Working with the Contracting Authority.

Section 3 – Contact details		
3.1	Contracting Authority Name and address	South Tees Site Company, Teesside Management Offices, Redcar, Cleveland TS10 5QW
3.2	Buyer	Nicola Turner
3.3	Buyer contact details	<a href="mailto:FMPProcurement@UKSBS.co.uk">FMPProcurement@UKSBS.co.uk</a>  01793 867005
3.4	Estimated value of the Opportunity	£1,845,000.00 Excluding VAT (total value including any potential extension options)  The annual value of this Contract has been calculated on the basis of £615,00.00 per annum.  This Contract is being let for 2 years + 1-year potential extension.
3.5	Process for the submission of clarifications and Bids	<b>All correspondence shall be submitted within the Emptoris e-sourcing tool. Guidance Notes to support the use of Emptoris is available <a href="#">here</a>. Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid <u>not</u> being considered.</b>

Section 3 - Timescales		
3.6	Date of posting of Contract advert to OJEU.	Wednesday 5 <sup>th</sup> June 2019
3.7	Date RFP available to Bidders	Monday 10 <sup>th</sup> June 2019
3.8	Site Tour  <i>We strongly recommend that due to the criticality of this requirement a visit to site is undertaken to understand the full scope of work to be completed.</i>	Wednesday 19 <sup>th</sup> June 2019 at 1:00 pm  <b><u>Please note that any bidders that intends on submitting a bid is encouraged to attend a site tour. Please note that all bidders will have had to sign and return the NDA, Appendix E, prior to being allowed access on site. PPE is required, and to be self-provided, for all party members which includes: Hard Hat, Hi Vis Jacket, Eye Protection and Safety shoes/boots</u></b>  <b><i>Please send a message via the e-sourcing portal confirming the names and vehicle registrations of those wishing to visit.</i></b>
3.9	Latest date / time RFP clarification questions shall be received through Emptoris messaging system	Monday 8 <sup>th</sup> July 2019 11:00 am

3.10	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through Emptoris	Tuesday 9 <sup>th</sup> July 2019 14:00 pm
3.11	Closing date and time for Bidder to request RFP documents	Monday 15 <sup>th</sup> July 2019 10:00 am
3.12	Closing date and time for Bidder to submit their response ( <b>'the deadline'</b> ).	Monday 15 <sup>th</sup> July 2019 11:00 am
3.13	Notification of proposed Contract award to unsuccessful bidders	15 <sup>th</sup> August 2019
3.14	Anticipated Contract Award Date	27 <sup>th</sup> August 2019
3.15	Commencement of Contract	1 <sup>st</sup> September 2019
3.16	Bid Validity Period	90 Days

## Section 4 – Specification and about this procurement

### **Introduction**

UK SBS on behalf of the Contracting Authority (STSC) wishes to establish a Framework Contract for the appointment of Excavation and Associated Services.

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 Framework Contract being procured under the OJEU Procedure regulations.

STSC intends to award this Framework Contract to one supplier following the tender process. Once the Framework is in place the intention is that Call-Off Task orders will be raised to cover individual service packages of work.

This RFP and supporting Appendix set out details of the STSC site and expectations of any successful supplier.

TUPE applies to this Framework Contract

The STSC site covers an area of approximately 8 square miles, directly located on the South side of the River Tees between the towns of Redcar and South Bank. The site is accessible from the National road infrastructure via the A1085 Trunk Road and the A66 arterial thoroughfare. In addition, the site is also served by a railway station within its boundary, currently with a limited service (2 trains a day) operated by Network Rail.

On the site there are several operating ventures including, Redcar Bulk Terminal, Tata Steel and British Steel, with STSC providing Security Services and technologies via a historical contract that was in place before the liquidation of SSI UK.

The site boundary is approximately 13.5 miles (including River Tees border) in circumference and consists of a mixture of wooden bars, palisade, chain link fencing – all in various states of repair and degradation. There are lengths of perimeter where no fence line or demarcation exists.

Effective communication and planning form an integral part of the contract delivery requirement and must be a demonstrable strength of the winning contractor.

Within this procurement STSC are looking to assess the suitability of Potential Providers in terms of their ability to meet the specified requirements as described in each of the areas of this Framework Contract

### **General Scope**

The main services required under this Framework Contract will be Excavation, Road Sweeping and Gritting. All services described in this document are required Site wide (See Appendix C Site Map)

The successful supplier will be required to ensure a suitably qualified and experienced team



delivers a professional and safe service to meet all the necessary detailed and specified objectives.

(Please note; site only vehicles will run on red diesel, provided by STSC subject to internal process of ID pass and Registration number confirmation)

Arrangements should be put in place by the contractor to ensure cleaning and maintenance of all vehicles, this is the sole responsibility of the contractor for the duration of this contract. Appendix I provides an indication of the Equipment utilisation on site.

If the intention is to use a subcontractor to facilitate any of the works, the awarded Supplier must complete Appendix N – Contractor Approval Form for approval prior to any works commencing on site and also must ensure no subcontractor attends site without first completing same. Please see Appendices N, O and P for process detail.

Appendix F provides an overview of the worksheets that any supplier working on site would be required to work. The information in Appendix F covers all areas of this contract.

### **Overview of Requirement**

To support the current business needs, which are to ensure the site is safe for all users and to work towards reducing our COMAH inventory on site by supplying and operating suitable machinery with trained and competent operators and banksmen for excavating, ground scraping, loading, internal skip movement, transporting and off-loading of material around site, providing gritting and road sweeping services to help reduce risks around the STSC site, at minimum cost and in the safest manner.

The scope of this Framework has defined into 3 key areas (Excavation / Road Sweeping / Gritting) to enable a full understanding of our need under the current “Keep safe Operation’s”

### **Excavation**

The work within this scope is to support STSC, note that this contract is separate to South Tees Development Corporation activities. Any requirement for excavations will be supported by STSC and all required and relevant ground testing will be carried out prior to any works commencing.

The scope of service demands flexibility and innovation from the contractor, with efficiency, effectively communicated planning and strategic foresight.

### **Specific tasks include:**

BOS Oxide removal – Full time

See below actual BOS Oxide figures for 2018:

Month	No of Loads	Average Weight of Load	Total Tonnes Removed
Jan-18	65	27.33	1776.74
Feb-18	20	28.17	563.3
Mar-18	15	28.68	430.16
Apr-18	20	28.49	569.7

May-18	40	28.72	1148.96
Jun-18	39	28.33	1104.9
Jul-18	49	28.01	1372.38
Aug-18	33	28.50	940.52
Sep-18	28	28.53	798.86
Oct-18	55	28.53	1568.92
Nov-18	70	27.98	1958.46
Dec-18	23	27.75	638.26
Year Total	<b>457</b>		<b>12871.16</b>

Mixed fines movement - Full time

The above are all internal movements to designated areas (processed by another on site supplier).

Fuelling of equipment at point of work, via fuel bowser, to reduce traffic movement is standard practice to improve efficiency.

**Ad hoc tasks include:**

- Loading & unloading of pallets via Fork Lift Trucks or other suitable equipment
- Loading and unloading of fabricated equipment via Fork Lift Trucks, Trailers, Flatbed trucks or other suitable equipment
- Moving of loose materials e.g. sand via Tipping Trailers or other suitable equipment
- Bund building and earth moving using Front Loading Shovels or other suitable equipment
- Cost effective transportation of small equipment.
- Assisting engineering teams using a telehandler or other suitable equipment
- Carrying out excavations using suitable equipment
- Joiner / Handyman, during our keep safe operations from time to time joinery work is required for fence line protection.

The contractor must supply and manage; operators and equipment to provide a safe, flexible and effective operation and ensure that the environment, health, safety and security are a priority at all times.

The contractor is expected to participate in the STSC daily morning meetings to identify and communicate the daily work schedule and to allow for the completion of planned ad-hoc tasks as agreed, review any H&S issues and the previous day's performance. It is expected that the contractor will play an active part in these meetings and contribute, based on their experience, suggesting improvements to operations and processes (for example multidisciplinary working/alternative methods etc.) such as:

- Excavation work
- Ensuring the safety of all site users.
- Bos Oxide movements
- Supporting the security team in the making of bunds/blocking off access etc. as required.
- Transportation of dredging waste to other areas of site for processing by STSC
- Internal skip movements
- Internal movement of substance/materials
- General waste bin emptying from Redcar and Lackenby security gates – 2 hours per

week (upon request)

Undertake any other reasonable task as required (competence permitting). Work undertaken is to assist in STSC's objectives which are to keep the site safe for users, protection of the environment, assist in the security measures (bund building), and the reduction of our top tier COMAH status (materials movement, box oxide removal).

At present there is no timescale in place for completion of this work and it is expected that requirements will change as the site is developed over the next 3-5 years.

Due to our ongoing keep safe operation's STSC must have the equipment ready for use at all times.

### **Gritting**

STSC require as part of the scope, a reliable service to ensure STSC Site and grounds, including path-ways, road-ways and car parks are gritted and cleared of snow sufficiently to allow safe passage through site, the service to the STSC site is for 364 days per year (service will not be required on Christmas day), as far as is reasonably practicable the site should remain free from hazards that may cause slips, trips, falls, and accidents caused by ice or snow. Vehicular gritting should be undertaken to all car park areas and road-ways, with manual gritting to take place to all pedestrian areas and walk-ways. Snow clearance will be required to all car park areas and road-ways, using a snowplough, and manually removed in pedestrian areas and walk-ways. All snow must be moved to areas of the site to cause minimal disruption to STSC.

Grit will be provided by STSC, who will ensure a minimum stock of 20 tonnes is held at all times.

During STSC daily meetings site gritting requirements for the following day will be agreed and communicated to the Contractor. This will be via STSC shift manager between the hours of 17.00 – 24.00 on the previous evening. If additional areas requiring gritting are identified whilst the gritting team are working on site, the team will be advised as soon as is practicable to permit continued delivery of service.

Grit supplied is to be used to fill up bins on site and the supplier is required to include for suitable equipment to fill both the gritting m/c and the bins.

Grit will be stored on STSC land.

STSC will issue a planned route for gritting requirements and will also manage any changes to these requirements.

Depending on weather conditions continuous gritting may be requested as oppose to 'once around an agreed route'.

Planned gritting will be at 24 hours' notice. Daily contact from STSC will ensure plans are agreed. Below is the standard route, STSC may have a requirement to grit other routes as agreed upon request:

Please see Appendix K Gritting Map. attached map showing the standard gritting route and the bin locations. The route is 20 kilometers and there are 12 bins.

Normal working hours – 05.00am – 10.00am for planned gritting

### **Reactive call outs**

The contractor is expected to provide a reactive call out facility to respond and attend site within 90 minutes of call for emergency gritting, in line with the requirements above, and for snow clearance as and when required.

### **Road Sweeping**

The aim is to support the current business needs by supplying and operating suitable machinery with trained and competent operator(s) for road cleaning, sweeping, dust suppression for 26 miles of road ways as identified on Appendix L Road Sweeping Map.

While on the premises, the Contractor shall comply, and shall ensure that their staff complies, with the requirements of the Health and Safety at Work Act 1974 and other relevant legislation, including regulations and codes of practice issued there under and with the authority's own policies and procedures.

All new Contractors attending site for the first time must go through an STSC Site Induction.

All employees must badge their presence on site and comply with STSC procedures for reporting whereabouts on site. These procedures are to be agreed at contract start up meeting.

The supplier must supply and manage; operators and equipment to provide a safe, flexible and effective operation.

The supplier must ensure environment, health, safety and security are a priority always. The supplier is expected to complete tasks to specification and plan.

Service is required in order to ensure the safety of all road users.

Consideration must be given to the following:

There are multiple businesses operating on the site, heavy goods vehicles, forklift trucks, mowps and general site vans all regularly use the roads along with employee's cars.

### **Contract support**

The contractor must provide access to a manned customer telephone number to enable STSC to request reactive call outs in line with the section above. This service should be accessible 24 hours a day, 7 days a week all year round.

- **Contractor's Tools and Equipment**

The Contractor shall provide all necessary transport and equipment, including but not limited to; PPE, temporary barriers and signage, and first aid equipment that is necessary to carry out the work safely and as detailed.

- **Documents**

Generic risk assessments and method statements for all works is required with your tender submission. Site specific statements are required after contract award and site

familiarisation.

- **Review Meeting**

Thereafter, STSC reserves the right to request a review meeting as required. The schedule should be agreed at the initial implementation meeting and the contractor is responsible for contacting STSC to make the arrangements. Ahead of the scheduled meetings the Contractor will be required to complete Appendix G – Contract Review Template

The agenda of these meetings shall be based upon the Contractor's Reports and the maintenance programme and will typically cover:

Discussion and agreement of any proposed changes to the Contractor's team including any additional site-specific training needs.

- **Phone support**

The contractor must provide access to a manned customer telephone number to enable STSC to request reactive call outs in line with the section above. This service should be accessible 24 hours a day, 7 days a week all year round.

### **Staff training, selection and support**

The Contractor warrants and represents that all Staff assigned to the performance of the Contract shall possess and exercise such qualifications, skill and experience as are necessary for the proper performance of the Contract.

Operators should hold, as a minimum, 360 excavator licences, 40t dump truck licence, forklift truck (3tn & 5tn) licence and hold certification to show expertise in the operation of bob cats and loading shovels. In addition, the supervisor / manager should be NEBOSH trained (or equivalent).

The Contractor must employ sufficient numbers of people of sufficient ability, skill, knowledge, training and experience to properly provide, and to supervise the proper provision of, the Contract as set out in the Specification. The Contractor shall also ensure that such persons devote such time, care and attention to providing the Works and Services so that they are provided always in accordance with the standards required under, or by virtue, of this Agreement.

The Contractor shall operate recruitment and selection policy that complies with the Law and shall provide the client, at its request, with a copy of such policy together with any other records in this regard that STSC may reasonably require.

The Contractor shall have a procedure for meeting the training needs of the Staff, to keep records of all staff training undertaken and to allow STSC, at its request, to inspect such records

The Contractor shall be entirely responsible for the employment and conditions of Service of the Staff and at all times the Contractor shall be responsible for the payment of all salaries and wages income or other taxes, national insurance contributions or levies of any kind, relating to or arising out of the employment of the Staff and the Contractor agrees to indemnify the client in respect of any liability of STSC in respect of any person employed by

the Contractor

The Contractor will provide to STSC, on request an, organisational chart detailing the staffing and management structure of the scheme, including details of the qualifications of key staff members. The Contractor shall notify STSC of any changes in key management staff at the earliest opportunity.

The Contractor shall not introduce any new methods or systems which adversely affect the delivery of the Contract.

### **Equipment List**

x 3t Forklift
1 x 5t Forklift
1 x 28t Front Loading Shovel
1 x 33t Front Loading Shovel
1 x Artic Unit
1 x Artic Tipping Trailer
1 x Artic Flat Back Trailer
1 x 7t Flat Bed
1 x 3.5t Pickup Truck
1 x 40t Dump truck
Site Van 1 - Red Diesel - not required for STSC but may be required by the contractor
Site Van 2 - RED Diesel - not required for STSC but may be required by the contractor
1 x 22t Excavator
1 x 12.5m Telehandler
1 x Road Legal Van – not required for STSC but may be required by the contractor
1 x 2000lt Mobile fuel Bowser
1 x 1.5T Mini Excavator
Long Reach Excavator
1 x bin collection wagon
1 x Skid Steer Loader (Bob cat)
Gritting lorry
1 x 14t Road Sweeper
Skip Truck
42 Skips
Low-loader

### **Site Tour**

Given the nature of this requirement and the site upon which any successful supplier would be working, we are highly recommending that any interested supplier takes up the opportunity to tour site during the tender timescales.

The dates available to attend a site tour can be found within Section 3 – Timescales. If you wish to request a site tour, please ensure that this is done via the messaging function in the Esourcing portal. Once your proposed date and time has been confirmed with the

client we will confirm this back to you.

During the site tour the host will be unable to answer ANY questions. Should you have further clarification questions from the tour these will need to be taken away and then formally submitted through the Esourcing portal.

While on the premises, the Contractor shall comply, and shall ensure that their staff complies, with the requirements of the Health and Safety at Work Act 1974 and other relevant legislation, including regulations and codes of practice issued there under and with the authority's own policies and procedures.

All new Contractors attending site for the first time must go through an STSC Site Induction. All employees must badge their presence on site and comply with STSC procedures for reporting whereabouts on site. These procedures are to be agreed at the contract start up meeting.

### **Pricing Evaluation / Submission**

AW5.2 Pricing schedule must be completed as part of your bid submission. The pricing schedule should include full staffing and equipment costs.

Within question PROJ2.1 you are asked to provide a full Schedule of rates and include any overtime/premium rates that are not applicable within the AW5.2 Pricing Schedule but may be utilised throughout the term of this Contract.

### **Contract Duration**

The Contract duration shall be for a 2-year period with optional extension of a 1-year period from commencement of the Contract. The KPI's within Appendix B will be fixed for the Contract term, any additional SLA's and KPI's will be developed and agreed with STSC and the winning bidder.

### **Non-Disclosure Agreement**

Any successful supplier will be required to complete the Appendix E Non-Disclosure Agreement prior to starting work on site.

### **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 defined in the e-sourcing tool.

### 5.3. SELECTION questionnaire

- 5.3.1 The Selection questionnaire shall be marked against the following Selection pass / fail and scoring criteria.
- 5.3.2 The selection questionnaire shall be marked against the following Mandatory or discretionary pass / fail criteria.

Selection Pass/fail criteria		
Questionnaire	Q No.	Question subject
Selection Part A	SEL1.13	Contact details and declaration
Selection Part B	SEL2.2	Participation in a criminal organisation
Selection Part B	SEL2.3	Corruption
Selection Part B	SEL2.4	Fraud
Selection Part B	SEL2.5	Terrorist Offences or offences link to terrorist activities
Selection Part B	SEL2.6	Money laundering or Terrorist financing
Selection Part B	SEL2.7	Child Labour and other forms of trafficking in human beings
Selection Part B	SEL 2.8	Self cleaning
Selection Part B	SEL 2.9	Payment of tax or social security
Selection Part B	SEL 2.10	Cyber essentials
Selection Part B	SEL2.20	General Data Protection Act (GDPR)
Selection Part C	SEL3.2	Breach of environmental obligations
Selection Part C	SEL3.3	Breach of social obligations
Selection Part C	SEL3.4	Breach of labour law obligations
Selection Part C	SEL3.5	Bankruptcy
Selection Part C	SEL3.6	Guilty of grave professional misconduct
Selection Part C	SEL3.7	Distorting competition
Selection Part C	SEL3.8	Conflict of Interest
Selection Part C	SEL3.9	Prior involvement in procurement process
Selection Part C	SEL3.10	Prior performance of contract



Selection Part C	SEL3.11	Serious Misrepresentation
Selection Part C	SEL3.12	Withholding information
Selection Part C	SEL3.13	Unable to provide supporting documentation for ESPD
Selection Part C	SEL3.14	Influenced the decision-making process
Selection Part D	SEL4.1	Audited accounts
Selection Part D	SEL4.2	Minimum financial threshold
Selection Part D	SEL4.3	Wider group / guarantee
Selection Part D	SEL4.4	Insurance
Selection Part E	SEL5.1	References
Selection Part E	SEL5.4	Compliance under Modern Slavery Act 2015
Selection Part E	SEL5.5	Health and Safety Policy
Selection Part E	SEL5.6	Enforcement/remedial orders in relation to the Health and Safety Executive
Selection Part E	SEL5.7	Breaching environmental legislation
Selection Part E	SEL5.8	Checking sub-contractors for infringement of environmental legislation
Selection Part E	SEL5.9	Unlawful discrimination
Selection Part E	SEL5.10	Checking sub-contractors for unlawful discrimination
Selection Part E	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 pass 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
Quality	AW6.1	Compliance to the Specification
Quality	AW6.2	Variable Bids
-	-	Request for Quotation 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 questionnaire shall be marked against the following Award scoring criteria.

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

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

### Award Scoring criteria

#### Evaluation Justification Statement

In consideration of this particular requirement 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	30.00%
Quality	PROJ1.1	Understanding, Methodology & Risk	30.00%
Quality	PROJ1.2	Continuity of Service	5.00%
Quality	PROJ1.3	Team Motivation & Management	20.00%
Quality	PROJ1.4	Method Statement	10.00%
Quality	PROJ1.5	Mobilisation Plan	5.00%

### Award Evaluation of criteria

#### Non-Price elements

Each question will be judged on a score from 0 to 100, which shall be subjected to a multiplier to reflect the percentage of the evaluation criteria allocated to that question.

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

Example if a Bidder scores 60 from the available 100 points this will equate to 12% by using

the following calculation:

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

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 provider. The response includes a full description of techniques and measurements currently employed.
100	Response is exceptional and clearly demonstrates they are capable of meeting the requirement. No significant weaknesses noted. The response is compelling in its description of techniques and measurements currently employed, providing full assurance consistent with a quality provider.

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

**Example**

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

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

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

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

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

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

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

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

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

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

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

In the example if a supplier scores 80 from the available 100 points this will equate to 40% by

using the following calculation: Score/Total Points multiplied by 50 ( $80/100 \times 50 = 40$ )

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

## 5.5. Evaluation process

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

Stage	Summary of activity
Receipt and Opening	<ul style="list-style-type: none"><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 Selection 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>
Validation of unsuccessful Bidders	<ul style="list-style-type: none"><li>• To confirm contents of the letters to provide details of scoring and relative feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.</li></ul>

## **Section 6 – Selection and award questionnaires**

### **Section 6 – Selection questionnaire**

#### **6.1 Introduction**

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

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

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


## Section 6 – Award questionnaire


- 6.2 The Award questionnaires are located within the e-sourcing tool.
- 6.3 Guidance on completion of the questions is available at <http://www.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 [add the title of the procurement requirement 

7.1.2 The Contracting Authority is procuring the Contract for add for its exclusive use or cross reference the list of customers provided in the [OJEU Notice](#) or [Contracts Finder](#) Notice supported if relevant by the statement on the UK SBS website currently located [here](#). (OPB) 

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 Services 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 Services (including those similar to the Services 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 Services covered by this procurement exercise have NOT been sub-divided into Lots.
- 7.1.11 The Contracting Authority shall utilise the Crown Commercial Service (CCS – previously Government Procurement Service) Emptoris e-sourcing tool url <https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp> to conduct this procurement. There will be no electronic auction following the conclusion of the evaluation of the Request for Proposal (RFP) responses. Bidders will be specifically advised where attachments are permissible to support a question response within the e-sourcing tool. All enquiries with respect to access to the e-sourcing tool and problems with functionality within the tool may be submitted to Crown Commercial Service, Telephone 0345 010 3503.
- 7.1.12 Please utilise the messaging system within the e-sourcing tool located at <https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp> within the timescales detailed in Section 3. if you have any doubt as to what is required or will have difficulty in providing the information requested. Bidders should note that any requests for clarifications may not be considered by 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, RFP 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 Services and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.
- 7.1.14 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:
- 7.1.18.1 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 Services 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

- [Emptoris Training Guide](#)
- [Emptoris e-sourcing tool](#)
- [Contracts Finder](#)
- [Tenders Electronic Daily](#)
- [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 Crown Commercial Service, Telephone 0345 010 3503.
- 7.7.3 Bidders should be mindful that the designated Contact should not under any circumstances be sent a copy of their Response outside of the e-sourcing tool. Failure to follow this requirement will result in disqualification of the Response.

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

- 7.8.1 Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Responses. Bidders are solely responsible for all costs, expenses and other liabilities arising in connection with the preparation and submission of their Response and all other stages of the selection and evaluation process. Under no circumstances will UK SBS or 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 Services and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the RFP or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with Paragraph 7.15 of this RFP.

## **7.12. Collusive behaviour**

- 7.12.1 Any Bidder who:
- 7.12.1.1 fixes or adjusts the amount of its Response by or in accordance with any agreement or arrangement with any other party; or
  - 7.12.1.2 communicates to any party other than UK SBS, 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 5 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 Emptoris or Crown Commercial Service 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 the Official Journal of the European Union in accordance with the Regulations within 30 days of the award of the contract.
- 7.20.2 As required by the Regulations all successful and unsuccessful Bidders will be provided with an email advising the outcome of the submission of their RFP response.

## Appendix ‘A’ Glossary of Terms

TERM	MEANING
“UK SBS”	means UK Shared Business Services Ltd herein after referred to as UK SBS.
“Bid”, “Response”, “Submitted Bid”, or “RFP Response”	means the Bidders formal offer in response to this Request for Proposal
“Bidder(s)”	means the organisations being invited to respond to this Request for Proposal
“Central Purchasing Body”	means a duly constituted public sector organisation which procures supplies/services/works for and on behalf of contracting authorities
“Conditions of Bid”	means the terms and conditions set out in this RFP relating to the submission of a Bid
“Contract”	means the agreement to be entered by the Contracting Authority and the Supplier following any award under the procurement
“Contracting Bodies”	means the Contracting Authority and any other contracting authorities described in the OJEU Contract Notice
“Contracting Authority”	A public body regulated under the Public Contracts Regulations on whose behalf the procurement is being run
“Customer”	means the legal entity (or entities) for which any Contract agreed will be made accessible to.
“Due Diligence Information”	means the background and supporting documents and information provided by the Contracting Authority for the purpose of better informing the Bidders responses to this Request for Proposal
"EIR"	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
FoIA	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
“Lot”	means a discrete sub-division of the requirements
“Mandatory”	Means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
“OJEU Contract Notice”	means the advertisement issued in the Official Journal of the European Union
“Order”	means an order for served by any Contracting Body on the Supplier
“Other Public Bodies”	means all Contracting Bodies except the Contracting Authority
“Request for Proposal” or “RFP”	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
“Supplier”	means the organisation awarded the Contract
“supplies /services/works ”	means any supplies/services and supplies or works set out at within <a href="#">Section 4 Specification</a>

