Request for Proposal

Request for Proposal (RFP) on behalf of UK Research and Innovation – Medical Research Council (MRC)

Subject: Mass Spectrometry Package

Sourcing Reference Number: RE20392

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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

UK Research and Innovation

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

Medical Research Council (MRC)

MRC is at the forefront of scientific discovery to improve human health. Their scientists tackle some of the greatest health problems facing humanity in the 21st century, from the rising tide of chronic diseases associated with ageing to the threats posed by rapidly mutating micro-organisms.

Section 3 – Working with the Contracting Authority.

Section 3 – Contact details		
3.1.	Contracting Authority Name and address	UK Research & Innovation Polaris House Swindon SN2 1FL
3.2.	Buyer	Christian Hill
3.3.	Buyer contact details	Research.Tenders@uksbs.co.uk
3.4.	Estimated value of the Opportunity	£600,000.00 excluding VAT
3.5.	Process for the submission of clarifications and Bids	**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 here.** **Please note submission of a Bid to any email address including the Buyer will result in the Bid not being considered.**

Section 3 - Timescales		
3.6.	Date of posting of Contract advert to OJEU.	Tuesday 25th August 2020
3.7.	Date RFP available to Bidders on Contracts Finder	Friday 28th August 2020
3.8.	Latest date / time RFP clarification questions shall be received through Delta eSourcing messaging system	Friday 25th September 2020 14.00
3.9.	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through Delta eSourcing Portal	Monday 28th September 2020 14.00
3.10.	Closing date and time for Bidder to request RFP documents	Friday 2nd October 2020 10.00
3.11.	Closing date and time for Bidder to submit their response ('**the deadline'**).	Friday 2nd October 2020 11.00
3.12.	Notification of proposed Contract award to unsuccessful bidders	Friday 16th October 2020
3.13.	Anticipated Contract Award Date	Monday 26th October 2020
3.14.	Commencement of Contract	Friday 30th October 2020
3.15.	Completion of Contract	Wednesday 23rd December 2025
3.16.	Bid Validity Period	90 Days

Section 4 – Specification and about this procurement

Executive Summary

UK Shared Business Services Ltd (UK SBS) on behalf of UK Research and Innovation (UKRI), wishes to establish a Contract for the supply of a Mass Spectrometry package as per the specification detailed below.

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 Supplies and Services Contract being procured under the Open OJEU Procedure regulations.

This RFP sets out details of the Contract and expectations of any successful supplier.

This Contract will be awarded to a sole supplier.

The estimated start date of the contract is Friday 30th October 2020 and the contract end date is 23rd December 2025, this is to allow for a 4 maintenance agreement following the initial 12 month warranty.
Based on a Contract commencement date of Friday 30th October 2020, UKRI – MRC would require full deliver and installation of the 5 machines no later than Wednesday 23rd December 2020 at the complex Research facility located in Harwell.

The Medical Research Council (MRC), as part of UK Research and Innovation (UKRI), have invested a total of £30m over 4 years through the Strategic Priorities Fund to establish a nucleic acid therapy accelerator (NATA) that will support state-of-the-art interdisciplinary research to solve critical issues in nucleic acid drug delivery, through focused NATA research challenges and a NATA infrastructure hub.

The hub, located in Harwell campus will perform high standard inter-disciplinary research related to the oligonucleotide field, including design, synthesis, purification, characterization, biological evaluation, toxicology evaluation, tissue distribution, genomic studies… NATA needs to invest in equipment and machines to achieve its purpose and need to build the lab and the process. This specification form concerns one of several for capital equipment for NATA genesis

Aims of the requirement

The aim of this procurement is to secure a competitive offer on a High Performance Liquid Chromatography (HPLC) and Liquid Chromatography coupled to a mass detector (LC-MS). These machines are key equipment for the Chemistry department as they will be used for purifying and characterizing compounds, impurities or metabolites synthesized within NATA and are essential to the manufacturing process.

Objectives

The sourcing company should be able to provide: -

- all the machines with the minimum of specification required in this form; -
- a maintenance contract and a presence in the UK to ensure a quick and efficient service; -

- willingness to collaborate, develop and promote with NATA new techniques or equipment related to the manufacture and characterization of Nucleic Acid Therapeutics; -
- training and installation of the equipment on site.

Background

As essential equipment for the manufacturing and analytical process, MRC have undertaken a full market review of the chromatography and mass spectrometry instruments in the market to ensure that we have been able to draft a specification that details the minimum specification that will best serve the needs of NATA. The equipment will be used to purify and characterised Nucleic Acid Therapeutics which are core to NATA business strategy and plans. This will indirectly support the development of the NATA partnering and collaborations which are the core building of the NATA community.

A huge effort has been the focus on new innovative features: the biocompatibility of the liquid chromatography system as NATA would analyse tissues and biological fluids, and also deconvolution software for the LC-MS to assist the quality control process.

The equipment will be under the responsibility of NATA's lab manager and will be used by NATA scientists. All training on the equipment and software must be done by the vendor to ensure optimal use of the machine. A maintenance contract will be included for all equipment and must include a fast and complete service.

Scope

The details of the 5 machines are:

Organic chemistry requires:

1. One analytical HPLC system to perform purification of polar compounds, purity assessment and monitoring organic chemistry reactions.
2. One LC-MS system for monitoring organic reaction, characterization of small molecules.

This machine would also be used for oligonucleotides characterization so needs to be paired with a deconvolution software.

Oligonucleotide chemistry:

1. One analytical HPLC system to perform small scale purification of Nucleic Acid Therapeutics, purity assessment and monitoring of reactions.
2. One semi-preparative to preparative HPLC system to perform medium to large batch of Nucleic Acid Therapeutics purification.
3. One high sensitivity LC-MS/MS system for characterization of oligonucleotides, analysis of metabolics, detection and characterization of impurities.

This machine needs to be paired with a deconvolution software and a software to help identifying small impurities. All instruments should acquire data using the same software platform to minimise training requirements and improve workflows in the laboratory.

The Contract for this requirement will be for a total of 5 Years which will cover the purchase, installation and 4 maintenance agreement following the initial 12 month warranty.

Based on a Contract commencement date of Friday 30th October 2020, UKRI – MRC would require full deliver and installation of the 5 machines no later than Wednesday 23rd December 2020.

Requirement

1. Analytical LC

We require an Analytical UHPLC System with the following specifications to support the analysis and purification of oligonucleotides and small molecules. This system must include the following components:

1. Standalone UHPLC Systems 1 Quaternary Low-Pressure Gradient Pump with 4 solvent lines and a minimum of 4 vacuum degassing channels, supporting gradient compositions from 0 to 100%.
2. Temperature-controlled Autosampler with flow-through-needle flow path
3. Temperature-controlled column manager for 4 columns with lengths up to 15cm. An option for columns up to 30cm should also be provided.
4. Photodiode array Detector with integrated flow cell
5. Chromatography Data System Workstation

General Requirements

All essential requirements must be met. Preference will be given to systems which can provide the desirable features. Full explanations required.

Essential:

- The complete eluent flow path must compatible for the analysis of biomolecules at demanding eluent conditions (pH 2-10, max. 1 mol/L chloride concentration, no buffer additive limitation).
- The system modules must be equipped with leak sensors and safe leak handling.
- The complete HPLC system must be fully controlled through a chromatography data system with software which displays and logs instrument parameters and status. The software should provide tools for automatic, error-free sequence creation.
- The pump must offer an automated piston rear seal wash system with additional functionality for idle time.

Desirable:

- The system is modular for flexible configuration and each module needs to be accessible without uninstalling the system for maintenance and repair.
- The system should have a bio-inert flow path to minimise nonspecific binding.
- The UPLC system must support features to reduce the impact of the pump's dwell volume on system throughput.
- The photodiode array detector must have a means compensates for lamp degradation over time without user intervention.
- The system must have a range of features to ensure consistent start up and monitoring of performance

2. Analytical LC coupled with Quadrupole mass spec

We require an Analytical UHPLC System coupled to a bench-top, compact, quadrupole mass spectrometer with the following specifications to support the analysis and purification of small molecules and oligonucleotides. It must have good resolution, sensitivity, speed and robustness. We require suitable analysis software. This ideally should be one package

handling both nominal mass and accurate mass data and comprising comprehensive tools for Oligo analysis.

This system must include the following components: UHPLC Systems linked to MS

1. Binary High-Pressure Gradient Pump with a minimum of 2 solvent lines and 2 vacuum degassing channels, supporting gradient compositions from 0 to 100%.
2. Temperature-controlled Autosampler with flow-through-needle flow path
3. Temperature-controlled column manager for 2 columns with lengths up to 15cm. An option for columns up to 30cm should also be provided.
4. Photodiode array Detector with integrated flow cell
5. Chromatography Data System Workstation

MS System linked to the UHPLC

1. Quadrupole mass spectrometer. To include roughing pump, divert valve, syringe pump
2. Deconvolution software

General Requirements

All essential requirements must be met. Preference will be given to systems which can provide the desirable features.

Essential:

- The complete eluent flow path must compatible for the analysis of biomolecules at demanding eluent conditions (pH 2-10, max. 1 mol/L chloride concentration, no buffer additive limitation).
- The system modules must be equipped with leak sensors and safe leak handling.
- The complete HPLC system must be fully controlled through a chromatography data system with software which displays and logs instrument parameters and status. The software should provide tools for automatic, error-free sequence creation.
- Essential: The pump must offer an automated piston rear seal wash system with additional functionality for idle time.

Desirable:

- The system is modular for flexible configuration and each module needs to be exchangeable without uninstalling the system for maintenance and repair.
- The system should have a bio-inert flow path to minimise nonspecific binding.
- The UPLC system must support features to reduce the impact of the pump's dwell volume on system throughput.
- The photodiode array detector must have a means to compensate for lamp degradation over time without user intervention.
- The system must have a range of features to ensure consistent start up and monitoring of performance

3. Analytical LC with fluorescence detector

We require an Analytical UHPLC System with the following specifications to support the analysis and quantification of oligonucleotides in biological sample. These systems must include the following components:

Standalone UHPLC Systems

1. Quaternary Low-Pressure Gradient Pump with 4 solvent lines and 4 vacuum degassing channels, supporting gradient compositions from 0 to 100%.
2. Temperature-controlled Autosampler with flow-through-needle flow path

3. Temperature-controlled column manager for 4 columns with lengths up to 15cm. An option for columns up to 30cm should also be provided.
4. Photodiode array Detector with integrated flow cell
5. Fluorescence Detector
6. Fraction Collector suitable for analytical scale purification
7. Chromatography Data System Workstation

General Requirements

All essential requirements must be met. Preference will be given to systems which can provide the desirable features. Full explanations required.

Essential:

- The complete eluent flow path must compatible for the analysis of biomolecules at demanding eluent conditions (pH 2-10, max. 1 mol/L chloride concentration, no buffer additive limitation).
- The system modules must be equipped with leak sensors and safe leak handling.
- The complete HPLC system must be fully controlled through a chromatography data system with software which displays and logs instrument parameters and status. The software should provide tools for automatic, error-free sequence creation.
- The pump must offer an automated piston rear seal wash system with additional functionality for idle time.
- The fraction collector must be suitable to work with UPLC, have good recovery and low carry over, be temperature controlled and biocompatible.

Desirable:

- The system is modular for flexible configuration and each module needs to be accessible without uninstalling the system for maintenance and repair.
- The system should have a bio-inert flow path to minimise nonspecific binding.
- The UPLC system must support features to reduce the impact of the pump's dwell volume on system throughput.
- The photodiode array detector must have a means compensates for lamp degradation over time without user intervention.
- The system must have a range of features to ensure consistent start up and monitoring of performance

4. Semi-prep/Prep LC

This system requires the following components:

1. Binary High-Pressure Gradient Pump with a minimum of 2 solvent lines supporting gradient compositions from 0 to 100%.
2. Autosampler suitable for both analytical and preparative chromatography
3. Temperature-controlled column compartment for column lengths up to 30cm and automated column switching
4. Photodiode array Detector with integrated flow cell
5. Fraction Collector
6. Chromatography Data System Workstation

General Requirements

All essential requirements must be met. Preference will be given to systems which can provide the desirable features. Full explanations required.

Essential:

- The complete HPLC system is fully controlled through a chromatography data system with software which displays and logs instrument parameters and status.
- Fractionation is controlled through the chromatography data system and include time and peak-based options.
- Fraction collector must accommodate a range of collection vessels, suitable for a scale up purification
- The system is equipped with electronic leak sensing.

Desirable:

- The system should be modular for flexible configuration while appearing as one integrated system.

5. Analytical LC coupled with High Resolution Accurate Mass

We require Analytical UHPLC Systems coupled to a high-resolution accurate mass Liquid Chromatography Mass Spectrometer to support the analysis and quality control of oligonucleotides. The instrument should be Ion Mobility enabled to allow selection of mobility separated interferences or impurities to improve sensitivity and simplify identification and characterisation. We require suitable analysis software. This ideally should be one package handling both nominal mass and accurate mass data and comprising comprehensive tools for Oligo analysis.

This system must include the following components:

UHPLC Systems linked to MS

1. Binary High-Pressure Gradient Pump with a minimum of 2 solvent lines and 2 vacuum degassing channels, supporting gradient compositions from 0 to 100%.
2. Temperature-controlled Autosampler with flow-through-needle flow path
3. Temperature-controlled column compartment for column lengths up to 15cm. An option for columns up to 30cm should also be provided.
4. Photodiode array Detector with integrated flow cell
5. Chromatography Data System Workstation

MS System linked to the UHPLC

1. High resolution accurate mass, MS/MS mass spectrometer with Ion Mobility. To include roughing pump, divert valve, syringe pump
2. Deconvolution software

General Requirements

All essential requirements must be met. Preference will be given to systems which can provide the desirable features. Full explanations required.

Essential:

- The complete eluent flow path must compatible for the analysis of biomolecules at demanding eluent conditions (pH 2-10, max. 1 mol/L chloride concentration, no buffer additive limitation).
- The system modules must be equipped with electronic leak sensors.
- The complete HPLC system must be fully controlled through a chromatography data system with software which displays and logs instrument parameters and status. The software should provide tools for automatic, error-free sequence creation.

- The pump must offer an automated piston rear seal wash system.

Desirable:

- The system is modular for flexible configuration and each module needs to be exchangeable without uninstalling the system for maintenance and repair.
- The software should be simple enough to understand and navigate:
- From novel deconvolution algorithms generating complete results to easy-to understand data visualization tools allowing confident oligonucleotide characterization, correctly modelling oligonucleotides.
- The software should be robust and sensitive:
- Robust and sensitive component detection algorithms provide detection of low level metabolites that are potential missed due to limitations of peak picking algorithms based on the sample matrix (S/N).

Collaboration

We require a collaborative attitude to help NATA developing new technology and methodology to address the need in the oligonucleotides field in term of manufacture and characterization of Nucleic Acid Therapeutics.

Annex B Specification Document – Supplies

Item Description	
Introduction & Key Features & Capabilities The equipment is expected to be ordered in October/November with an estimated delivery period of 8 weeks. Considering the Covid-19 situation and potential delay, the warranty will start after installation of the equipment, within 3 months of the delivery. Payment will be made within 30 days after installation. Maximum outline: Wednesday 23rd December 2020.	
Installation	Will be communicated later on. Will provide a month notice.
Software	Licence of the software, extension licence and update must be included
Training	On-site training for more than 5 people on the maintenance of the machine and on the software. The training needs to include: - Installation on site of the equipment - Full maintenance operation - Software training (including method development and test) It has to be provided on site and available for several people in the group. The training has to be planned when the installation on

	site will be decided. It might be schedule later on to ensure all required staff has started and is available.
Service Maintenance and Support (including whole life support)	Maintenance contract to last for a period of 4 years to commence after the initial 12-month warranty.
User and Service Manuals	User's manual to be provided. Hard and Electronic Copies
Service Spare Parts	To be included as part of the maintenance agreement
Power Requirements	Nitrogen generator providing high quality nitrogen gas must be included. Notice NATA if specific plugs required.
Operational Requirements	Equipment key to the manufacturing chain. Would run at least 10h to 15h per day all year.
Warranty	12 Months to commence from installation date
Delivery location and date	Research Complex at Harwell (RCaH) Rutherford Appleton Laboratory Harwell Oxford Didcot Oxon OX11 0FA
OEM	If applicable, utilise the following: If the vendor is not the Original Equipment Manufacturer (OEM) the vendor MUST provide, in writing a recently dated (i.e., within the past year) and signed letter from the OEM recognizing them as the fully authorized and qualified vendor of the products and accessories
Whole Life Support	Service and upgrades on software must be provided under the maintenance contract. The maintenance service if required has to be provided 2 to 4 days after noticing the company of a potential issue. This equipment is indeed capital for the manufacture and analytic process of NATA.

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

Section 3	3.1(j)(i)	Serious Misrepresentation
Section 3	3.1(j)(ii)	Withholding information
Section 3	3.1(j)(iii)	Unable to provide supporting documentation for ESPD
Section 3	3.1(j)(iv)	Influenced the decision-making process
Part 3: Selection Questions		
Section 4	4.1	Audited accounts
Section 5	5.1	Wider group
Section 5	5.2	Parent Company Guarantee
Section 5	5.3	Other Guarantee
Section 6	6.1	Relevant experience and contract examples
Section 7	7.1	Compliance under Modern Slavery Act 2015
Section 8	8.1(a)	Insurance
Section 9	SEL5.5	Health and Safety Policy
Section 9	SEL5.6	Enforcement/remedial orders in relation to the Health and Safety Executive
Section 9	SEL5.7	Breaching environmental legislation
Section 9	SEL5.8	Checking sub-contractors for infringement of environmental legislation
Section 9	SEL5.9	Unlawful discrimination
Section 9	SEL5.10	Checking sub-contractors for unlawful discrimination
Section 9	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
Commercial	AW5.4	E Invoice
Commercial	AW5.5	E Invoice implementation
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	30.00%
Quality	PROJ1.1	Operating Pressure Range	1.00%
Quality	PROJ1.2	Flow rate Precision	1.00%
Quality	PROJ1.3	Autosample Carryover	1.00%
Quality	PROJ1.4	Autosampler linearity	0.50%
Quality	PROJ1.5	Bio Inert System	0.50%
Quality	PROJ1.6	Pump on-line blending	0.50%
Quality	PROJ1.7	Electric column identification and tracking system	0.50%
Quality	PROJ1.8	Column Temperature Control	0.50%
Quality	PROJ2.1	Operating Pressure Range	1.00%
Quality	PROJ2.2	Flow rate Precision	1.00%
Quality	PROJ2.3	Autosample Carryover	0.50%
Quality	PROJ2.4	Autosampler linearity	0.50%
Quality	PROJ2.5	Bio Inert System	0.50%
Quality	PROJ2.6	Pump on-line blending	0.50%
Quality	PROJ2.7	Electric column identification and tracking	0.50%

		system	
Quality	PROJ2.8	Column Temperature Control	0.50%
Quality	PROJ2.9	Mass Spec System linked to the UHPLC – Mass Range	1.00%
Quality	PROJ2.10	Mass Spec System linked to the UHPLC – Mass drift	1.00%
Quality	PROJ2.11	Mass Spec System linked to the UHPLC – Ion Polarity Switch	1.00%
Quality	PROJ2.12	Automated calibration and mass spectral resolution check	2.00%
Quality	PROJ2.13	Automated MS Data Deconvolution and Interpretation	5.00%
Quality	PROJ3.1	Operating Pressure Range	0.50%
Quality	PROJ3.2	Flow rate Precision	0.50%
Quality	PROJ3.3	Autosample Carryover	0.50%
Quality	PROJ3.4	Autosampler linearity	0.50%
Quality	PROJ3.5	Bio Inert System	0.50%
Quality	PROJ3.6	Pump on-line blending	0.50%
Quality	PROJ3.7	Electric column identification and tracking system	0.50%
Quality	PROJ3.8	Column Temperature Control	0.50%
Quality	PROJ3.9	Fluorescence detector wavelengths	0.50%
Quality	PROJ3.10	Fraction Collector	1.00%
Quality	PROJ4.1	Maximum flow rate	5.00%
Quality	PROJ4.2	Maximum operating pressure	2.00%
Quality	PROJ4.3	Low delay volume	1.00%
Quality	PROJ4.4	Autosampler valve	1.00%
Quality	PROJ4.5	Injection Needle	1.00%
Quality	PROJ4.6	Injection Flexibility	1.00%
Quality	PROJ4.7	Fraction collector capacity	1.00%
Quality	PROJ4.8	Collecting capacity	1.00%
Quality	PROJ4.9	Number of column and valve switching capacity	1.00%
Quality	PROJ4.10	Leak detector	1.00%
Quality	PROJ5.1	Operating Pressure Range	1.00%
Quality	PROJ5.2	Flow rate Precision	1.00%
Quality	PROJ5.3	Autosample Carryover	0.50%
Quality	PROJ5.4	Autosampler linearity	0.50%
Quality	PROJ5.5	Bio Inert System	0.50%
Quality	PROJ5.6	Pump on-line blending	0.50%
Quality	PROJ5.7	Electric column identification and tracking system	0.50%
Quality	PROJ5.8	Column Temperature Control	0.50%
Quality	PROJ5.9	Mass resolution	5.00%
Quality	PROJ5.10	Mass accuracy	5.00%
Quality	PROJ5.11	Ion mobility capability	5.00%
Quality	PROJ5.12	Acquisition rate	1.00%
Quality	PROJ5.13	Maintenance	1.00%

Quality	PROJ5.14	Deconvolution software	2.00%
Quality	PROJ6.1	Operating Pressure Range	5.00%

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 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) ÷ 4 = 60

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.

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	• RFP logged upon opening in alignment with UK SBS's procurement procedures. • Any RFP Bid received after the closing date will be rejected unless circumstances attributed to the Contracting Authority or the e-sourcing tool beyond the bidder control are responsible for late submission.
Compliance check	• Check all Mandatory requirements are acceptable to the Contracting Authority. • Unacceptable Bids maybe subject to clarification by the Contracting Authority or rejection of the Bid.
Scoring of the Bid	• Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the Selection criteria.
Clarifications	• The Evaluation team may require written clarification to Bids
Re - scoring of the Bid and Clarifications	• 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.
Validation of unsuccessful Bidders	• To confirm contents of the letters to provide details of scoring and relative feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.

Section 6 – Selection and award questionnaires

Section 6 – Selection questionnaire

6.1. Introduction

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

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

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 6 – Award questionnaire

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

6.3. Guidance on completion of the questions is available at http://www.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 a Mass Spectrometry Package. The Contracting Authority 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 supplies Contract being procured under the OJEU Open Procedure

7.1.2. The Contracting Authority is procuring the Contract for add 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 and 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 supplies and services (including those similar to the supplies and 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 supplies and services 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 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:

7.1.17.1. 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 and 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

- 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 Delta eSourcing on 0845 270 7050 please not 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 consider 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 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 7 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 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 procuremetn is being run
"Customer"	means the legal entity (or entities) for which any Contract agreed will be made accessable 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. **NOTE:** 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 Section 4 Specification