

# Request for Proposal (RFP)

# **RE21225 Laboratory Consumables Framework**



Request for Proposal (RFP) on behalf of UK SBS and any other Government Department, Agency, or Public Body Subject: UK SBS RE21225 Laboratory Consumables Framework Sourcing Reference Number: RE21225

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#### All supporting documentation can be found within the Delta eSourcing Portal Document Repository

## 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 <u>here</u>.

#### **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

**UK Shared Business Services** 

UK Shared Business Services Ltd (UK SBS) provide HR, Payroll, Finance, Procurement and IT services to our owners – the Department for Business, Energy & Industrial Strategy (BEIS) and UK Research and Innovation (UKRI) – helping them to achieve the best outcomes for UK society and the economy.

UK SBS is a trusted shared services provider to government supporting over 20k public sector employees through our business services and expertise. Our support enables our owners to deliver world leading research projects, turn innovative business ideas into commercially successful products and make the UK a great place to work and invest in.

For more information, please visit <u>www.uksbs.co.uk</u>

#### Procurement

Our category teams work closely with our public sector partners to help them realise their business needs and specialist project requirements. Every day we support world renowned scientists and researchers, policy makers and agencies that help to keep the UK at the forefront of global science, innovation, and business. We have one aim - to find the right supplier to deliver the high-quality goods and services that our partners need and best value for the UK taxpayer.

Our category teams manage the end-to-end procurement process and ensure that sourcing is undertaken in accordance with relevant legislation, the Public Contract Regulations, and industry best practice. Our specialisms include:

- Professional services such as business services, legal support, consultancy, and marketing
- Digital, data and technology
- Research consumables and equipment
- Market, economic, and social research
- Construction and facilities management

## Section 3 – Working with the Contracting Authority.

Sectio	Section 3 – Contact details		
3.1.	Contracting Authority Name and address	UK Shared Business Services Ltd Polaris House Swindon SN2 1FL	
3.2.	Buyer	Christian Hill	
3.3.	Buyer contact details	Research.tenders@uksbs.co.uk	
3.4.	Estimated value and duration of the Framework	This Framework is being established for a term of 2 + 1 (December 1 <sup>st</sup> , 2021 – November 30 <sup>th</sup> , 2023 with the option to extend for a further 1 year till November 30 <sup>th</sup> , 2024) The estimated value for this Framework is £9,500,000.00 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 <u>here</u> . Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid <u>not</u> being considered.	

Section 3 - Timescales		
3.6.	Date of posting of Contract advert to Find a Tender and Contracts Finder	Friday 13 <sup>th</sup> August 2021
3.7.	Latest date / time RFP clarification questions shall be received through Delta eSourcing messaging system	Tuesday 14 <sup>th</sup> September 2021 11.00
3.8.	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through Delta eSourcing Portal	Wednesday 15 <sup>th</sup> September 2021 11.00
3.9.	Closing date and time for Bidder to request RFP documents	Monday 20 <sup>th</sup> September 2021 10.00
3.10.	Closing date and time for Bidder to submit their response (' <b>the deadline</b> ').	Monday 20 <sup>th</sup> September 2021 11.00
3.11.	Notification of proposed Contract award to unsuccessful bidders	Tuesday 5 <sup>th</sup> October 2021
3.12.	Anticipated Award Date	Monday 25 <sup>th</sup> October 2021
3.13.	Commencement of the Framework	Wednesday 1 <sup>st</sup> December 2021
3.14.	Completion of initial Framework term	Thursday 30 <sup>th</sup> November 2023

3.15.	Completion of Framework (if the +1 extension is taken up)	Saturday 30 <sup>th</sup> November 2024
3.16.	Bid Validity Period	90 Days

## Section 4 – Specification and about this Procurement

#### Framework Overview

UK SBS wishes to establish a Framework Agreement for the provision of Laboratory Consumables.

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 Framework Agreement.

The award of this Framework Agreement will be based on thirteen Lots:

- Lot 1 Plastics Major
- Lot 2 Tissue Culture
- Lot 3 Centrifuge bottles, Tubes & Containers (Sterile and Non-Sterile)
- Lot 4 Filter Paper & Membranes
- Lot 5 Histology & Microscopy Glassware
- Lot 6 Laboratory Glassware & Bottles
- Lot 7 Storage Boxes & Racks
- Lot 8 Syringes, Needles, and Blood Collection
- Lot 9 Disposable Pipettes & Tips
- Lot 10 Non-Disposable Pipettes
- Lot 11 Servicing of Non-Disposable pipettes
- Lot 12 Supply of spare parts for Non-Disposable Pipettes
- Lot 13 Laboratory Personal Protective Equipment

This Framework will be made accessible for use by UK SBS (**The Contracting Authority**) and any other Government Department, Agency, or Public Body (**Contracting Bodies**) detailed under the Gov.uk website <a href="https://www.gov.uk/government/organisations">https://www.gov.uk/government/organisations</a> and UK SBS's Homepage <a href="https://www.gov.uk/government/organisations">contracts (uksbs.co.uk</a>). This will facilitate the greater aggregation of public sector demand and enable public sector to leverage greater efficiencies.

It is intended that multiple providers will be appointed for each of the Lots detailed above.

Potential bidders are invited to tender for one or more Lots or Sub Lots on an individual basis.

#### Lotting Structure

UK SBS envisages appointing the following number of suppliers to this framework and subsequent Sub Lots:

Framework: L	Number of Envisaged Suppliers	
Lot 1 – Plastics Major		
Sub Lot 1.1	<ul> <li>PCR (Multiwell plates, tubes, sealing film, strips, and lids)</li> </ul>	12

	<ul> <li>Spreaders &amp; Loops</li> </ul>	
Sub Lot 1.2	Petri Dishes	10
	Reservoirs	10
Lot 2 – Tissue		
l l	<ul> <li>Flasks</li> </ul>	
	Tubes	
Sub Lot 2.1	Dishes	10
	Multiwell plates	
	Roller bottles	
0 1 1 1 0 0	Cell Scrapers and lifters	
Sub Lot 2.2	Cell culture surfaces and inserts	6
Lot 3 – Centri Sterile)	fuge Bottles, Tubes & Containers (Sterile and Non–	
Sub Lot 3.1	Centrifuge Bottles	
	Centrifuge tubes	6
	Caps	
	<ul> <li>Tubes (Inc. microcentrifuge tubes)</li> </ul>	
	Containers	
0	Pots	10
Sub Lot 3.2	Cylinders - Plastic	10
	<ul> <li>Vials (including cryogenic vials)</li> </ul>	
	Bottles	
	Universals – Plastic	
	Cling film, tin foil, Para film	
Sub Lot 3.3	<ul> <li>Autoclave bags</li> </ul>	6
	<ul> <li>Tapes and Labels</li> </ul>	Ū
Lot 4 – Filtor I	Paper & Membrane	
	Filter paper	
	<ul> <li>Membranes (nitrocellulose, PVDF and Nylon)</li> </ul>	
Sub Lot 4.1	<ul> <li>Blotting paper &amp; Benchcote</li> </ul>	10
	<ul> <li>Filtration units</li> </ul>	
Sub Lot 4.2	Cartridges	6
	ogy & Microscopy Glassware	
Covers		
<ul> <li>Slides</li> </ul>		
<ul> <li>Pens</li> </ul>		10
Mounting medium		
Cassettes		
Blades (scalpel, Microtome etc.)		
	atory Glassware & Bottles	
Beaker		
Measuring Cylinders		
Universals - Glass     Battles		
Bottles     10		
<ul> <li>Caps</li> <li>Flask</li> </ul>		
	r ninettes	
Pasteur pipettes Lot 7 – Storage Boxes & Racks		
Racks		8
		U

Storage	boxes	
Trays		
Tube ho	blders	
	es, Needles, and Blood Collection	
Syringe		
Needles		6
	ners & Blood collection tube	
-	able Pipettes & Tips	
•	able Pipettes (including aspirating pipettes)	10
Tips		10
Pastette     I ot 10 – Non-I	os Disposable Pipettes	
Sub Lot 10.1	Non-Disposable Handheld Pipettes	14
Sub Lot 10.1	Repeaters	14
Sub Lot 10.2	Pipette Controllers	12
Sub Lot 10.3	Carousels and stands	12
	cing and calibration	12
	g and calibration of Non-Disposable handheld pipettes,	
	rs, and pipette controller	10
	ly of spare parts for Non-Disposable Pipettes	
Sub Lot 12.1 • Non-Disposable Handheld Pipettes		10
Sub Lot 12.2	Repeaters	10
Sub Lot 12.3	Pipette Controllers	10
Lot 13 – Laboratory Personal Protective Equipment		
	Nitrile Gloves	
	Cryo Gloves	
Sub Lot 13.1	Vinyl Gloves	10
	Cotton Gloves	
	Latex Gloves	
	Type IIR Masks	
	FFP1 Masks	
	FFP2 Masks	
	• FFP3 Masks	10
Sub Lot 13.2	Reusable Masks	10
	Beard Masks	
	Face Shields	
	Goggles     Sefet: Classes	
	Safety Glasses	
	<ul><li>Coveralls</li><li>Lab Coats</li></ul>	
Sub Lot 13.3	<ul> <li>Disposable Aprons</li> </ul>	10
	<ul> <li>Shoe Covers</li> </ul>	
		L

The number of Suppliers to be awarded against an individual Lot or Sub Lot has been estimated based on Market Analysis. The Contracting Authority reserve the right to amend the number of Suppliers to be awarded as they see fit, and the number of envisaged Supplier should not be read as maximum number that can be awarded.

Bidders may bid for one or multiple Lots / Sub Lots on the Framework as they see fit. If Successful in being appointed to the Framework, the appointment will be specific to the Lot / Sub Lot that the Supplier was successful in and Supplies and Services can only be provided against successful Lot(s) / Sub Lot(s). Successful Suppliers are not allowed to provide Supplies and Services against Lot(s) / Sub Lot(s) that they were not awarded on to.

Where the Contracting Authority or a Contracting Body is buying large volumes of Supplies, they will be encouraged to run a formal Further Competition with all Suppliers on the relevant Lot / Sub Lot to try and leverage greater discounts, even though it is possible to undertake a Direct Award based on the offering in the eMarketplace or the Sourcing Pricing Schedule.

#### Framework Levy

UK SBS will not be incorporating a levy for the term of this Framework.

#### Scope and Requirements

This specification is for the provision of the UK SBS RE21225 Laboratory Consumables Framework Agreement which will be available for utilisation to all Government Departments, Agencies and Public Bodies as detailed on the Gov.uk website at <u>https://www.gov.uk/government/organisations</u> and UK SBS's Homepage <u>Contracts</u> (uksbs.co.uk).

This section of the specification details general requirements that all Bidders will be asked to conform to for the duration of the Framework Agreement, these elements will apply to all Lots and Sub Lots.

Lot Specific details can be found within the Lot Breakdown section of the Specification

This Framework Agreement comprises of 13 lots as follows:

- Lot 1 Plastics Major
- Lot 2 Tissue Culture
- Lot 3 Centrifuge bottles, Tubes & Containers (Sterile and Non-Sterile)
- Lot 4 Filter Paper & Membranes
- Lot 5 Histology & Microscopy Glassware
- Lot 6 Laboratory Glassware & Bottles
- Lot 7 Storage Boxes & Racks
- Lot 8 Syringes, Needles, and Blood Collection
- Lot 9 Disposable Pipettes & Tips
- Lot 10 Non-Disposable Pipettes
- Lot 11 Servicing of Non-Disposable pipettes
- Lot 12 Supply of spare parts for Non-Disposable Pipettes
- Lot 13 Laboratory Personal Protective Equipment

#### **Definitions**

**The Contracting Authority** – UK Shared Business Services (UK SBS) will be defined as the Contracting Authority for the purposes of this Framework Agreement. UK SBS are the Framework creator and Framework Owner.

**Contracting Bodies** – Any Government Department, Agency or Public Body detailed under the Gov.uk website <u>https://www.gov.uk/government/organisations</u> will be defined as the

Contracting Body for the purpose of this Framework Agreement. Any Contracting Body as defined by Gov.uk (as updated) will be able to access this Framework Agreement at any point during its initial or extended term.

**Purchase Order** – for the purpose of the Specification we define the term Purchase Order as the formal communication issued to the Supplier, confirming the Contracting Authority or Contracting Bodies intention to purchase Supplies or Services. The format of the Purchase Order will vary between the Contracting Authority and Contracting Bodies.

**eMarketplace** – for the purposes of this Framework Agreement, an eMarketplace will be defined as any computer-based platform that contains the Supplier Sourcing Pricing Schedule, from which the Contracting Authority or Contracting Body may place orders.

#### **Pricing Structure**

The pricing structure for all Lots and Sub-lots will comprise of two (2) elements:

**<u>Representative Pricing Schedule</u>**: The Representative Pricing Schedule is defined as the mandatory Supplies / Services which must be submitted by the Bidder as part of their bid submission. The Representative Pricing Schedule will be used for Evaluation purposes only.

**Sourcing Pricing Schedule:** <u>The</u> Sourcing Pricing Schedule is defined as any Supplies / Services that the Bidder would wish to supply that fall under the relevant Lot or Sub Lot, <u>INCLUDING</u> any items that featured on the accompanying Lot or Sub Lot Representative Pricing Schedule. Bidders will be able to submit further products that fall under the relevant Lot or Sub Lot that they are awarded to at any point during the lifespan of the Framework. The Sourcing Pricing Schedule will not be scored as part of the evaluation of this Framework Agreement.

Once the Framework is concluded, the Sourcing Pricing Schedule offerings must be made available for purchasing to the Contracting Authority and Contracting Bodies via the UK SBS eMarketplace (currently Science Warehouse).

For Contracting Bodies that do not currently use an eMarketplace, Supplies / Services will be purchased using the Sourcing Pricing Schedules submitted with your bid response. Where items are updated, added, or discontinued it is requested that Bidders ensure they provide an updated Sourcing Pricing Schedule so this can be disseminated.

All values entered on both the Representative and Sourcing Pricing Schedules must be exclusive of standard delivery but inclusive of all packaging.

The Bidder must continually seek to offer the Contracting Authority and Contracting Bodies Best Value for Money, to support this we are able to accept price reductions on Supplies / Services at any point during the term of the Framework.

All prices submitted within the AW5.2 Representative Pricing Schedules and AW5.3 Sourcing Pricing Schedules must be capped for 12 months. Further to this, prices may be reviewed during the annual review period (in line with the rate of CPI for the month of September prior to the review) or on an <u>exceptional</u> case by case basis where justifications supporting any increases must be provided. The prices of any additional items added during the term of the Framework will also be capped and managed under the same conditions as detailed above in alignment with the contract terms. All pricing is to be to 2 decimal places only.

Suppliers will be at liberty to reduce any prices submitted within the Sourcing Pricing Schedules for the entirety of the Framework Agreement.

Where Suppliers have special offers or price promotions they wish to apply for a specific period, these must be approved by the Contracting Authority prior to being advertised and must be made available to the Contracting Authority and all Contracting Bodies.

#### **Delivery Definitions**

**<u>Standard delivery</u>** – this is defined as delivery within 1 - 3 days of receipt of order. Standard deliveries are to be free of charge and where possible consolidated to ensure cost efficiency and environmental considerations. Standard deliveries and consolidated deliveries are to be delivered to the address and postcode stipulated on the Purchase Order

**Express deliveries** – This is defined as a 24-hr delivery timescale upon receipt of Purchase Order and will be charged at £10 Maximum delivery fee per order. If Express delivery is requested this will be printed on the Purchase Order. The cut off time for express deliveries will be 4.00pm. Any order received after this time will be assumed as received by 9.00 am the following day.

#### **Delivery**

Standard delivery will not be charged on any order placed through this framework.

The Supplier's delivery obligations must be in accordance with the Contracting Authority or Contracting Bodies requirements as communicated within the Delivery Definitions.

The Supplier must provide a full UK National delivery service, including Northern Ireland and offshore Islands. For the avoidance of doubt, including Isle of Man and the Channel Islands.

Unless agreed by the Contracting Authority or Contracting Bodies at Purchase Order stage, part delivery will not be acceptable.

The Supplier shall endeavour, directly and through sub-contractors and other partners, to utilise the most carbon efficient means of transporting goods to site from their source, to reduce the carbon impact of transportation. No flights are to be used to transport goods without prior approval of the Contracting Authority or Contracting Bodies

#### Order Processing

The Supplier must ensure that they are able to provide the following ordering processing options which allows the Contracting Authority or Contracting Bodies personnel to place orders via each of the following methods:

- Telephone
- E-mail
- Online / web-based order form.

The Supplier must not despatch or supply any Supplies to the Contracting Authority or Contracting Bodies without an official Purchase Order unless payment is made via a Government Procurement Card (GPC).

Minimum Order Quantities

There will be no minimum order values for the duration of this Framework Agreement

Economic Order Quantities

At Purchase Order stage, the Supplier must notify the Contracting Authority or Contracting Body of the most economical way to acquire the quantity of Supplies they require giving consideration to the Economic Order Quantity. For the purpose of this Framework, Economic Order Quantity is defined as the 'most cost-effective way for the Contracting Authority or Contracting Body to order Supplies, taking into consideration quantities ordered, frequency of deliveries and value of order'.

#### Packaging

The Supplier should take all steps to ensure that all packaging is minimised, recycled and recyclable where applicable. The Contracting Authority and Contracting Bodies will be seeking Suppliers to continuously improve on the level of sustainability of the packaging materials used over the duration of the Framework Agreement.

The Supplier must provide all packaging in conformance with the Packaging Directive as detailed:

https://www.gov.uk/topic/environmental-management/waste

#### Product Labels

All deliveries, including consolidated deliveries must be labelled with the following:

1	Item Description	
2	Package Quantity	
3	Weight of package (Kg)	
4	Suppliers Name	
5	Contract Number	
6	Order Number	
7	Customer Reference	
8	Date of supply	
9	Chain of Custody number (if applicable)	

At Purchase Order stage the Contracting Authority or Contracting Body may request the Supplier to issue Dispatch notes.

Where Suppliers are consolidating deliveries, they must ensure that each individual package is clearly labelled with the Purchase Order Number and Customer Reference to allow for quick and easy distribution.

#### Fit for Purpose

All Supplies provided by the Supplier for the duration of this Framework Agreement are to be Fit for Purpose.

Fit for Purpose is defined as: Appropriate and of a necessary standard for its intended purpose.

Availability of Supplies

In the event of Supplies being unavailable, the Supplier must notify the Contracting Authority or Contracting Body on the same day or within 24 hours of a Purchase Order being received. The Supplier must offer equivalent Supplies or Supplies of a higher specification at the same price unless otherwise agreed with the Contracting Authority or Contracting Body at the Purchase Order stage.

The Contracting Authority or Contracting Body reserves the right to cancel any order where the Supplier is unable to offer a suitable alternative.

The Contracting Authority or Contracting Body may restrict the use of some products within their organisation and will confirm these details at the Purchase Order stage.

Where Suppliers are aware of limited availability in advance on any of their Supplies, they are required to update the details within the eMarketplace to alert the Contracting Authority or Contracting Bodies at purchasing stage. Where applicable, Suppliers may offer contact details for the Contracting Authority or Contracting Bodies to call to access availability before ordering.

For Contracting Bodies who do not utilise an eMarketplace we would request that in instances where the Supplier becomes aware of limited availability of Supplies that they know Contracting Bodies regularly purchase, that they make all efforts to contact the Contracting Body to make them aware.

#### Variation of Supplies

Where the Supplier needs to make a change to any Supplies, they offer this must be communicated to the Contracting Authority prior to any changes being carried out.

Where a change to any Supplies offered on the eMarketplace affects the Contracting Authority or a Contracting Body, the Supplier must ensure that they have communicated all changes to the Contracting Authority or the Contracting Body prior to any changes being submitted for approval.

Where the Supplier proposes new or alternate products to replace or supplement Supplies on the eMarketplace and Sourcing Pricing Schedule, this will be subject to the approval by the Contracting Authority.

Where the Supplier proposes to discontinue or delete products from the eMarketplace or their Sourcing Pricing Schedule, this must be communicated to the Contracting Authority a minimum of 6 weeks prior to any changes being carried out. The Supplier must ensure that the Contracting Authority and the Contracting Bodies have advance notice of these changes and any promotional pricing discounts that will apply. Full details of the Discontinuation Process which must be followed can be found within **Appendix F – Discontinuation Process**.

#### Cancellation Policy

The Supplier must provide a free of charge cancellation policy for any Supplies cancelled prior to dispatch.

Where the Supplier has dispatched Supplies, all returns will be subject to the Returns Policy detailed below.

#### Returns Policy

The Supplier must accept returns within 28 days of the delivery date where items are returned unused, in a saleable condition, with their original packaging and with all component parts and any promotional items.

In the event of a return due to purchasing error within 28 days, the Supplier must offer a full refund excluding the delivery charge (where applicable) identified on the Invoice.

#### Faulty Supplies

Where the Supplier issues a faulty or inaccurate product, the Supplier must provide the Contracting Authority or Contracting Body with a full refund or replacement Supplies within 48 hours, or as agreed with the Contracting Authority or Contracting Body.

The Supplier must provide replacement Supplies and delivery as per the original Purchase Order free of charge.

#### <u>Quality</u>

The Supplier must ensure that all Supplies are of a quality that meets the relevant statutory legislation e.g., all relevant British or European Standards or other International Standards where applicable (including CE marking).

Applicable standards can be found online at:

http://www.bsigroup.com/en-GB/

http://www.iso.org/iso/home.htm

**Guarantees and Warranties** 

The Supplier must provide manufacturers free standard guarantees on all Supplies provided to the Contracting Authority or Contracting Body.

The Supplier may be requested to provide additional Warranty Periods which shall be agreed between the Supplier and the Contracting Authority at the Purchase Order stage.

#### Supplies Compatibility

The Contacting Authority or Contracting Body may require Suppliers to provide Supplies which are compatible with the Contracting Authorities or Contracting Bodies existing Supplies. If this is required, it will be clearly defined at the Purchase Order stage.

**Operational Support** 

Customer Pre-Sales & After-Sales Support

The Supplier must assign as a minimum a dedicated named account team or dedicated named sales personnel to support the management and delivery of the Framework Agreement, as well as being able to assist the co-ordination of services, encompassing supply, logistics, problem resolution, legislative, safety and technical support.

The Supplier must provide a dedicated free of charge helpline available Monday to Friday

between 0900 and 1730 hours for the Contracting Authority or Contracting Bodies. The purpose being to assist with for example: sales support, legislative, safety and technical support.

#### Social Value

Social Value legislation places a legal requirement on all public bodies to consider the additional social, economic, and environmental benefits that can be realised for individuals and communities through commissioning and procurement activity, and, in Scotland, to deliver them. These benefits are over and above the core deliverables of the Framework Agreement.

General information on The Social Value Act can be found at:

- The Social Value Act;
- Procurement Reform Scotland Act
- Welsh Community Benefits guidance
- VCSEs: A guide to working with government

Recently updated social value themes for public bodies can be found on this link: <u>Procurement Policy Note 06/20 – taking account of social value in the award of central</u> <u>government contracts</u>

These 5 Social Value priorities are intrinsic to the Specification for this Framework Agreement:

#### 1. TACKLING ECONOMIC INEQUALITY

#### Create new businesses, new jobs, and new skills

The Contracting Authority and the wider public sector consider the delivery of high-quality public services to be critically dependent on a workforce that is inclusive, well-motivated, well-led and has appropriate opportunities for training and skills development.

All organisations with 250 or more employees must publish and report specific figures about their gender pay gap, and we expect the supply chain to progress towards equalising this.

The Contracting Authority expects awarded Suppliers and the subsequent Supply Chains to support and encourage employment and skills development opportunities through the performance of this Framework Agreement, with a specific focus on opportunities for priority groups, including (but not limited to):

- people with disabilities;
- Ex-offenders (see working to deliver Rehabilitative work);
- BAME;
- long-term unemployed.

This support may be through various activities. For example:

- Apprenticeship and work experience placements;
- Part-time and full-time employment and flexible working opportunities;
- Providing stable employment and hours of work, and avoiding exploitative employment practices including, for example, no inappropriate use of zero hour contracts or other forms of demand driven contracts;
- Supporting individuals to fulfil their potential with further education, employment or

training e.g. coaching, mentoring, CV and interview skills;

- Providing funded training and professional development opportunities for existing employees;
- Providing funded training opportunities (for individuals not employed by Supplier);
- Fair and equal pay policy;
- Offering a range of employee assistance schemes;
- Supporting individuals and/or groups affected by the COVID-19 pandemic.

The Contracting Authority and Contracting Bodies may test awarded Suppliers proposed methods for delivering skills development within the local community and monitor performance as relevant to their specific requirements through KPIs and Quarterly Management Meetings as part of our commitment to ongoing Contract Management deliverables.

#### Increase supply chain resilience and capacity

The Contracting Authority and Contracting Bodies want to ensure a diverse supply base and resilient supply chains. We require the awarded Supplier's to support the delivery of this through activities such as:

Enabling Accessibility through promotion of supply chain opportunities with SMEs & Social Enterprises. We expect our Supplier's to support and build supply chain diversity through:

- Supply chain processes that enable the participation of Micro, Small to Medium Sized Enterprises (SMEs) and Social Enterprises (SEs)
- Subcontracting opportunities are open to Small to Medium Sized Enterprises (SMEs) and Social Enterprises (SEs).
- Cascading prompt payment throughout the supply chain.
- Growth & Development through provision of advice and support to SMEs & SEs to develop resilient local supply chains.
- 2. EQUAL OPPORTUNITY

#### Tackling workforce inequality - reducing modern slavery risks

The Contracting Authority and Contracting Bodies have an important role to ensure the awarded Suppliers - including supply chain - with whom we do business comply with the provisions of the Modern Slavery Act 2015, understand the risks of modern slavery in supply chains, and take appropriate action to identify and address those risks. Where a Supplier has a turnover of £36 million (or more) they must publish a statement in accordance with <u>Section</u> 54 of the Modern Slavery Act (2015). The Contracting Authority will require Suppliers to comply with this provision and to demonstrate compliance throughout the term of the Framework Agreement.

Awarded Suppliers will be required to comply with the provisions of the <u>Supplier Code of</u> <u>Conduct</u>.

Suppliers must provide a slavery and human trafficking report to the Contracting authority on an annual basis.

All Supplier's (irrespective of Lots or Sub Lots) will be required to commit to undertake the Modern Slavery Assessment Tool (MSAT) following Framework Award and prior to Mobilisation (<u>https://supplierregistration.cabinetoffice.gov.uk/msat</u>). The results from the MSAT will be included within the Framework Contract as the basis for each Suppliers'

Modern Slavery Success Measure within the Framework Contract. Suppliers will be obligated to work collaboratively with the Contracting Authority toward developing their current working and operational practices and implement effective risk mitigation plans to address the risk of modern slavery in their supply chains and periodically update their MSAT results.

#### 3. FIGHTING CLIMATE CHANGE

Effective Stewardship of the Environment

Environmental Sustainability in support of the Government's 25 Year Environment Plan The 25 Year Environment Plan sets out what the Government intends to do to improve the environment: <u>UK government's 25 Year Environment Plan</u>.

Suppliers will be expected to demonstrate understanding of the negative impacts of their industry and how they are addressed, through action, supply chain collaboration and innovation.

All Government Departments are mandated to buy in line with the Government Buying Standards (GBS) which set minimum mandatory buying standards for certain goods and services, including Building Materials and Equipment. Suppliers will be expected to support the delivery of the Government's targets for eliminating the use of single use plastics, ensuring the safe disposal of waste, tackling climate change and cutting greenhouse gases.

The Contracting Authority and Contracting Bodies may test Suppliers approaches to supporting environmental sustainability, where relevant to their specific requirements through KPIs and Quarterly Management Meetings as part of our commitment to ongoing Contract Management deliverables.

#### 4. WELLBEING

The Contracting Authority expects Suppliers to make a positive impact on individual wellbeing and contribute to transforming our local communities in a real and sustainable manner.

Ways in which the Suppliers may be able to support wellbeing and community benefits include (but are not limited to):

- Supporting local businesses (not currently part of the existing supply chain) e.g. SMEs & VCSE,s
- Improving the experience of Contracting Bodies with specific diversity profiles or needs e.g. ensuring accessibility, undertaking staff sensitivity training, fostering a culture of respect for Additional Clients of diverse profiles;
- Creating cohesive communities: initiatives to support vulnerable people and address social issues such as homelessness, loneliness such as (but not limited to) donations to charities, staff volunteering, fundraising activities, befriending schemes etc;
- Staff wellbeing e.g. promoting awareness about mental health, substance misuse, domestic abuse, first aid training, anti-bullying campaigns, gender equality and diversity training etc.

It is expected that the Contracting Authority and Contracting Bodies may have different wellbeing and community benefits priorities specific to their local communities, and that they may therefore test Supplier's proposed methods for delivering wellbeing and community benefits as relevant to these specific requirements through KPIs and Quarterly Management Meetings as part of our commitment to ongoing Contract Management deliverables.

#### 5. <u>COVID-19 RECOVERY</u>

In practical ways, COVID-19 recovery means conducting or enabling contributions and activities that:

- support people at work or in the wider community to recover from COVID-19, for example by prompting effective social distancing, remote working where feasible, and sustainable travel solutions.
- provide protections for people who are at risk of being worse affected, who are shielding or are experiencing mental and psychological challenges to their wellbeing
- tackle inequalities through upskilling and supporting people to be successful in employment, especially those from vulnerable or disadvantaged groups.
- pay people fairly for the work they do and work with other companies with similar values and policies.
- create new and innovative ways of delivering value when providing services.

#### <u>The evaluation and monitoring of Social Value and Environmental</u> <u>considerations under this Framework</u>

Based on the spend profiling exercise which has been undertaken to support this Framework, it is unlikely that there will be any call offs that meet the (PCR 2015) Part 2 procurement thresholds, however it is not unreasonable in the realms of best practice to apply this criteria, especially given the spend profile available to successful Suppliers awarded a Contract under this Framework is highly likely to exceed the Part 2 procurement Threshold on a rolling basis throughout any term and any extension options adopted.

The Contracting Authority has therefore due to the potential value of this opportunity, adopted under relevant and proportionate grounds to measure Social Value and Environmental impactors at the Award stage of this Framework, as the concluded Framework Contracts awarded under this Framework Agreement will be in the mainstay, commitments for high volume, low value requirements, which in most instances will be Contracting Authorities end users self-serving online via catalogues for off the shelf proprietary supplies, therefore it would be deemed as unrealistic and overburdensome on any Framework Supplier to evaluate Social Value or Environmental submissions at each and every individual Call-Off order stage.

The Contracting Authority takes Social Value and the worlds Environment very seriously and therefore wants to ensure all Suppliers awarded onto the Framework would also support the Social Value Priorities covered by PPN 06/20, as well as Environmental impactors throughout the life of this Framework as a valued contributor towards Government goals and direction.

Any declarations made, commitments or plans submitted within the Social Value, Environmental criteria will be continually monitored through KPIs and Quarterly Management Meetings as part of our commitment to ongoing Contract Management deliverables.

Should any Supplier fail to meet its commitments under this obligation, then this may result in the Supplier being removed from the Framework.

**Appendix G – Social Value** provides supporting information for the completion of the SOC1.0 question

#### Social Value reporting requirements

The Contracting Authority will expect awarded Suppliers to be prepared to:

- provide delivery plans and reporting of impacts and performance of social value to Additional Client (e.g. method statements and Success Measures), as may be required.
- provide delivery plans and reporting of impacts and performance of social value to the Contracting Authority throughout the life of this Framework Agreement.
- The Supplier shall provide evidence that waste package recycling is taking place and provide statistics on waste package recycling.

#### **Government Buying Standards**

All Supplies under this Framework Agreement must comply with any relevant Government Buying Standards. Evidence of compliance in accordance with the Standards may be required where applicable and must be provided when requested by the Contracting Authority or Contracting Bodies.

Suppliers must use best endeavours to provide products that meet Government Buying Standards best practice criteria and notify customers of this alternative where available.

Details of all current buying standards can be found at:

https://www.gov.uk/government/collections/sustainable-procurement-the-government-buyingstandards-gbs

The Government Buying Standards are updated and supplemented periodically; Suppliers must ensure that all Supplies provided under this Framework maintain compliant to the current and emerging mandatory criteria over the duration of the Framework.

The Supplier must ensure that all timber or timber related products fully comply with the United Kingdom Government Timber Procurement Policy and are purchased from legal and sustainable sources and accompanied by fall chain of custody evidence. This policy can be found online at:

http://www.cpet.org.uk/uk-government-timber-procurement-policy

#### Sustainable Product Offering

The Supplier must ensure that they directly and through sub-contractors and other partners, seek to avoid using virgin and / or finite resources as far as practicable, and look to use materials and products that are from recycled and renewable sources.

#### **Ecolabel Standard**

The EU Ecolabel scheme is a commitment to environmental sustainability and is currently a voluntary scheme, if at any point this scheme becomes mandatory, the Supplier must comply with this as specified. Information can be found at:

http://ec.europa.eu/environment/ecolabel/eu-ecolabel-for-businesses.html

<u>Waste</u>

The Supplier must always ensure that all current and relevant waste legislation is met when dealing with any waste in relation to this framework. It is also the Supplier's responsibility to ensure that any 3rd party or subcontractor used directly for this Framework is always also legally compliant. This includes any updates, amendments, or changes to any relevant legislation throughout the life of the Framework along with any new legislation that may come into force.

The Supplier must ensure that waste is taken to an authorised site for treatment or disposal. You must undertake reasonable checks on a regular basis to ensure this. If at any time you or a third party has their licence, permit, exemption revoked they must inform The Contracting Authority immediately and cease to carry and / or receive the waste, until they become authorised again.

#### eMarketplace

At present the eMarketplace used by the Contracting Authority and some Contracting Bodies is Science Warehouse – Advanced.

Bidders should note that it is a mandatory requirement for successful Suppliers to upload their AW5.3 Sourcing Pricing Schedule onto the Science Warehouse – Advanced system.

Science Warehouse – Advanced offer 3 Supplier account tiers which range from free to paid and fully managed. UK SBS would recommend that Bidders ensure they have taken this need into consideration when preparing their bid response. Details of the account tiers can be found in **Appendix G – Science Warehouse New Supplier Packages** 

Any Contract between a Supplier and Science Warehouse – Advanced will not have any bearing on this Framework Agreement and UK SBS or any other Contracting Body will not form party to any Science Warehouse – Advanced Contract.

Any standard charge applicable to Suppliers registered with Science Warehouse – Advanced will be paid directly to Science Warehouse – Advanced.

For more information on the Science Warehouse – Advanced system you are able to contact <u>sw.supplier.gueries@oneadvanced.com</u> to discuss.

Cataloguing (eMarketplace (or replacement))

Awarded Suppliers will be required to upload their Sourcing Pricing Schedule as a Catalogue onto the eMarketplace.

The Supplier must provide the catalogue in an electronic on-line format which is compatible with **Appendix D – eMarketplace Standard Data Requirements**.

The following information, as a minimum, shall be included in the catalogue:

- A generic index covering all the line items;
- The telephone, e mail and fax numbers of the Supplier customer support help desk; In respect of the individual line items:
- A product specific photographic image or other appropriate representation where applicable;
- A short description;
- The name of the manufacturer (where appropriate);

- Manufacturers Code
- The product code number;
- The denomination of quantity;
- The price of the line item based on the denomination of quantity excluding VAT;
- Sustainable product alternative;
- Identify Government Buying Standard Compliance;
- Identify an Ecolabel, where applicable;
- Safety Information data sheet where applicable, this may include but is not limited to Control of Substances Hazardous to Health Regulations and safe usage instructions;
- Provide Technical Data Sheet with products where applicable;
- Availability if outside of Standard delivery
- Recyclability of product

The catalogue structure for the Contracting Authorities current eMarketplace will require the completion of a catalogue builder file by the Supplier. See **Appendix D – eMarketplace Standard Data Requirements**. This will be the Master File which will include: all items, prices, category codes and product reference numbers.

The Supplier will be responsible for the provision and support of the necessary infrastructure required to implement the on-line solution and for any associated running costs throughout the Framework term.

The Supplier is required to work with the Contracting Authority during the Contract Period to review the overall Catalogue so that it continually reflects the highest volume items bought by Contracting Bodies. The Supplier should also support the Contracting Authority to identify further opportunities to rationalise and standardise the Supplies included in the Catalogue, in addition to suggesting additional items to be considered for inclusion due to developments within the market.

The Supplier must implement any changes to the Online Catalogue within two working days of any such amendment being agreed by the Contracting Authority and the Supplier.

The Supplier may be required to create catalogues for individual Contracting Bodies in an Online Form. This is to be determined between the Contracting Body and the Supplier at Order stage.

The Contracting Body may request the Supplier to create electronic catalogues in line with their own systems and processes, or hard copy catalogues. This will be determined by the Contracting Body and the Supplier at Order stage.

The Supplier will be required to work with the Contracting Authority and Contracting Bodies during the life of the Framework to migrate their Sourcing Pricing Schedule (for awarded Lots / Sub Lot) to an electronic on-line catalogue where requested.

#### <u>Contract Management Module – Advanced (Science Warehouse only)</u>

The Supplier must codify all Master file items by utilising the Contract Management Module as detailed in **Appendix E – Contract Management Module**. Upon full acceptance of the Online catalogue the Supplier must upload the Contract Management module to the whole of the Master File Catalogue.

The "Contract Management Module" is completed with the applicable contract number and the relevant lot e.g. RE21225 – Lot 1

As and when any further items are added to the Framework Catalogue the Contract Management Module must be utilised.

The Supplier must implement any changes to the Online Catalogue within two working days of any such amendment being agreed by the Contracting Authority and the Supplier.

Framework Contract Management

During quarterly review meetings Suppliers will be audited against the KPI's detailed within **Appendix C – MI and KPI Data**. These KPI are subject to change throughout the duration of the Framework agreement in collaboration with the Supplier.

#### Lot Breakdown – Lot Specific Requirements

This section of the Specification provides a more granular breakdown of the Lots and Sub Lots and Supplies which have been categorised under them. For ease of navigation the table below provides a quick jump to the individual Lots and Sub Lots

- Lot 1 <u>Plastics Major</u>
- Lot 2 <u>Tissue Culture</u>
- Lot 3 Centrifuge Bottles, Tubes & Containers (Sterile and Non-Sterile)
- Lot 4 Filter Paper & Membranes
- Lot 5 Histology & Microscopy Glassware
- Lot 6 Laboratory Glassware & Bottles
- Lot 7 <u>Storage Boxes & Racks</u>
- Lot 8 Syringes, Needles, and Blood Collection
- Lot 9 <u>Disposable Pipettes & Tips</u>
- Lot 10 <u>Non-Disposable Pipettes</u>
- Lot 11 Servicing of Non-Disposable Pipettes
- Lot 12 Supply of Spare Parts for Non-Disposable Pipettes
- Lot 13 Laboratory Personal Protective Equipment

#### Lot 1 – Plastics Major

The Contracting Authority and Contracting Bodies may wish to purchase a range of Supplies classified as Plastics Major.

This Lot has been divided into 2 Sub Lots which is included but are not limited to the below Supplies:

#### <u>Sub Lot 1.1</u>

• PCR (Multiwell plates, tubes, sealing film, strips, and lids)

#### Sub Lot 1.2

- Spreaders & Loops
- Petri Dishes
- Reservoirs
- Weigh Boats

The Contracting Authority and Contracting Bodies reserve the right to expand the Supplies covered under this Lot and Sub Lot. If additional Supplies are confirmed as being defined as

Plastics Major, the Contracting Authority will notify all awarded Suppliers to the relevant Lot or Sub Lot and allow for updates to be made to the Sourcing Pricing Schedule and eMarketplace.

The Supplier must provide general and specific safety, technical and legislative support across the range of Supplies covered under this Lot and Sub Lot.

Technical data sheets must be supplied by the supplier in soft and / or hard copies at the Contracting Authority or Contracting Bodies request.

The Supplier must provide all packaging in conformance with the Packaging Directive as detailed:

https://www.gov.uk/topic/environmental-management/waste

**Annex 1 – Lot 1 – Plastics Major** provides a breakdown of the category segment, family, class, commodity, and example UNSPSC which are applicable to the items listed in this Lot and Sub Lot

#### <u>Lot 2 – Tissue Culture</u>

The Contracting Authority and Contracting Bodies may wish to purchase a range of Supplies classified as Tissue Culture.

This Lot has been divided into 2 Sub Lots which is included but are not limited to the below Supplies:

#### Sub Lot 2.1

- Flasks
- Tubes
- Dishes
- Multiwell plates
- Roller bottles
- Cell Scrapers and lifters

#### Sub Lot 2.2

• Cell culture surfaces and inserts

The Contracting Authority and Contracting Bodies reserve the right to expand the Supplies covered under this Lot and Sub Lot. If additional Supplies are confirmed as being defined as Tissue Culture, the Contracting Authority will notify all awarded Suppliers to the relevant Lot or Sub Lot and allow for updates to be made to the Sourcing Pricing Schedule and eMarketplace.

The Supplier must provide general and specific safety, technical and legislative support across the range of Supplies covered under this Lot and Sub Lot.

Technical data sheets must be supplied by the supplier in soft and / or hard copies at the Contracting Authority or Contracting Bodies request.

The Supplier must provide all packaging in conformance with the Packaging Directive as detailed:

https://www.gov.uk/topic/environmental-management/waste

Annex 2 – Lot 2 – Tissue Culture provides a breakdown of the category segment, family,

class, commodity, and example UNSPSC which are applicable to the items listed in this Lot and Sub Lot

Lot 3 – Centrifuge Bottles, Tubes & Containers (Sterile and Non-Sterile)

The Contracting Authority and Contracting Bodies may wish to purchase a range of Supplies classified as Centrifuge Bottles, Tubes & Containers (Sterile and Non-Sterile).

This Lot has been divided into 3 Sub Lots which is included but are not limited to the below Supplies:

#### Sub Lot 3.1

- Centrifuge Bottles
- Centrifuge tubes

#### Sub Lot 3.2

- Caps
- Tubes (Including micro centrifuge tubes)
- Containers
- Pots
- Cylinders Plastic
- Vials including cryogenic vials
- Bottles
- Universals Plastic

#### Sub Lot 3.3

- Cling film, tin foil, Para film
- Autoclave Bags
- Tapes and Labels

The Contracting Authority and Contracting Bodies reserve the right to expand the Supplies covered under this Lot and Sub Lot. If additional Supplies are confirmed as being defined as Centrifuge Bottles, Tubes & Containers (Sterile and Non-Sterile), the Contracting Authority will notify all awarded Suppliers to the relevant Lot or Sub Lot and allow for updates to be made to the Sourcing Pricing Schedule and eMarketplace.

The Supplier must provide general and specific safety, technical and legislative support across the range of Supplies covered under this Lot and Sub Lot.

Technical data sheets must be supplied by the supplier in soft and / or hard copies at the Contracting Authority or Contracting Bodies request.

The Supplier must provide all packaging in conformance with the Packaging Directive as detailed:

https://www.gov.uk/topic/environmental-management/waste

Annex 3 – Lot 3 – Centrifuge Bottles, Tubes & Containers (Sterile and Non-Sterile) provides a breakdown of the category segment, family, class, commodity, and example UNSPSC which are applicable to the items listed in this Lot and Sub Lot

Lot 4 – Filter Paper & Membranes

The Contracting Authority and Contracting Bodies may wish to purchase a range of Supplies classified as Filter Paper & Membranes.

This Lot has been divided into 2 Sub Lots which is included but are not limited to the below Supplies:

#### Sub Lot 4.1

- Filter paper
- Membranes (nitrocellulose, PVDF and Nylon)
- Blotting paper & Benchcote
- Filtration units

#### Sub Lot 4.2

• Cartridges

The Contracting Authority and Contracting Bodies reserve the right to expand the Supplies covered under this Lot and Sub Lot. If additional Supplies are confirmed as being defined as Filter Paper & Membranes, the Contracting Authority will notify all awarded Suppliers to the relevant Lot or Sub Lot and allow for updates to be made to the Sourcing Pricing Schedule and eMarketplace.

The Supplier must provide general and specific safety, technical and legislative support across the range of Supplies covered under this Lot and Sub Lot.

Technical data sheets must be supplied by the supplier in soft and / or hard copies at the Contracting Authority or Contracting Bodies request.

The Supplier must provide all packaging in conformance with the Packaging Directive as detailed:

https://www.gov.uk/topic/environmental-management/waste

**Annex 4 – Lot 4 – Filtration & Membranes** provides a breakdown of the category segment, family, class, commodity, and example UNSPSC which are applicable to the items listed in this Lot and Sub Lot

#### Lot 5 – Histology & Microscopy Glassware

The Contracting Authority and Contracting Bodies may wish to purchase a range of Supplies classified as Histology & Microscopy Glassware.

This Lot includes but is not limited to the below Supplies:

- Coverslips
- Slides
- Pens
- Mounting medium
- Cassettes
- Blades (scalpel, Microtome etc.)

The Contracting Authority and Contracting Bodies reserve the right to expand the Supplies covered under this Lot. If additional Supplies are confirmed as being defined as Histology & Microscopy Glassware, the Contracting Authority will notify all awarded Suppliers to the relevant Lot and allow for updates to be made to the Sourcing Pricing Schedule and eMarketplace.

The Supplier must provide general and specific safety, technical and legislative support

across the range of Supplies covered under this Lot.

Technical data sheets must be supplied by the supplier in soft and / or hard copies at the Contracting Authority or Contracting Bodies request.

**Annex 5 – Lot 5 – Histology & Microscopy** provides a breakdown of the category segment, family, class, commodity, and example UNSPSC which are applicable to the items listed in this Lot

#### Lot 6 – Laboratory Glassware & Bottles

The Contracting Authority and Contracting Bodies may wish to purchase a range of Supplies classified as Laboratory Glassware & Bottles.

This Lot includes but is not limited to the below Supplies:

- Beakers
- Measuring Cylinders
- Universals Glass
- Bottles
- Caps
- Flask
- Pasteur pipettes

The Contracting Authority and Contracting Bodies reserve the right to expand the Supplies covered under this Lot. If additional Supplies are confirmed as being defined as Laboratory Glassware & Bottles, the Contracting Authority will notify all awarded Suppliers to the relevant Lot and allow for updates to be made to the Sourcing Pricing Schedule and eMarketplace.

The Supplier must provide general and specific safety, technical and legislative support across the range of Supplies covered under this Lot.

Technical data sheets must be supplied by the supplier in soft and / or hard copies at the Contracting Authority or Contracting Bodies request.

The Supplier must provide all packaging in conformance with the Packaging Directive as detailed:

https://www.gov.uk/topic/environmental-management/waste

**Annex 6 – Lot 6 – Laboratory Glassware & Bottles** provides a breakdown of the category segment, family, class, commodity, and example UNSPSC which are applicable to the items listed in this Lot

#### Lot 7 – Storage Boxes & Racks

The Contracting Authority and Contracting Bodies may wish to purchase a range of Supplies classified as Storage Boxes & Racks.

This Lot includes but is not limited to the below Supplies:

- Racks
- Storage boxes
- Trays

#### • Tube holders

The Contracting Authority and Contracting Bodies reserve the right to expand the Supplies covered under this Lot. If additional Supplies are confirmed as being defined as Storage Boxes & Racks, the Contracting Authority will notify all awarded Suppliers to the relevant Lot and allow for updates to be made to the Sourcing Pricing Schedule and eMarketplace.

The Supplier must provide general and specific safety, technical and legislative support across the range of Supplies covered under this Lot.

Technical data sheets must be supplied by the supplier in soft and / or hard copies at the Contracting Authority or Contracting Bodies request.

The Supplier must provide all packaging in conformance with the Packaging Directive as detailed:

https://www.gov.uk/topic/environmental-management/waste

**Annex 7 – Lot 7 – Storage Boxes & Racks** provides a breakdown of the category segment, family, class, commodity, and example UNSPSC which are applicable to the items listed in this Lot

#### Lot 8 – Syringes, Needles & Blood Collection

The Contracting Authority and Contracting Bodies may wish to purchase a range of Supplies classified as Syringes, Needles & Blood Collection.

This Lot includes but is not limited to the below Supplies:

- Syringes
- Needles
- Vacutainers & Blood collection tube

The Contracting Authority and Contracting Bodies reserve the right to expand the Supplies covered under this Lot. If additional Supplies are confirmed as being defined as Syringes, Needles & Blood Collection, the Contracting Authority will notify all awarded Suppliers to the relevant Lot and allow for updates to be made to the Sourcing Pricing Schedule and eMarketplace.

The Supplier must provide general and specific safety, technical and legislative support across the range of Supplies covered under this Lot.

Technical data sheets must be supplied by the supplier in soft and / or hard copies at the Contracting Authority or Contracting Bodies request.

The Supplier must provide all packaging in conformance with the Packaging Directive as detailed:

https://www.gov.uk/topic/environmental-management/waste

Annex 8 – Lot 8 – Syringes, Needles, & Blood Collection provides a breakdown of the category segment, family, class, commodity, and example UNSPSC which are applicable to the items listed in this Lot

Lot 9 – Disposable Pipettes & Tips

The Contracting Authority and Contracting Bodies may wish to purchase a range of Supplies classified as Disposable Pipettes & Tips.

This Lot includes but is not limited to the below Supplies:

- Disposable Pipettes (including aspirating pipettes)
- Tips
- Pastettes

The Contracting Authority and Contracting Bodies reserve the right to expand the Supplies covered under this Lot. If additional Supplies are confirmed as being defined as Disposable Pipettes & Tips, the Contracting Authority will notify all awarded Suppliers to the relevant Lot and allow for updates to be made to the Sourcing Pricing Schedule and eMarketplace.

The Supplier must provide general and specific safety, technical and legislative support across the range of Supplies covered under this Lot.

Technical data sheets must be supplied by the supplier in soft and / or hard copies at the Contracting Authority or Contracting Bodies request.

The Supplier must provide all packaging in conformance with the Packaging Directive as detailed:

https://www.gov.uk/topic/environmental-management/waste

**Annex 9 – Lot 9 – Disposable Pipettes and Tips** provides a breakdown of the category segment, family, class, commodity, and example UNSPSC which are applicable to the items listed in this Lot

#### Lot 10 – Non-Disposable Pipettes

The Contracting Authority and Contracting Bodies may wish to purchase a range of Supplies classified as Non-Disposable Pipettes.

This Lot has been divided into 4 Sub Lots which is included but are not limited to the below Supplies:

#### Sub Lot 10.1

• Non-Disposable Handheld pipettes

Two types of non-disposable handheld pipettes are available. The most used are those which employ the negative pressure displacement principle that relies on a piston which is calibrated to suck up a pre-prescribed aliquot into a removable disposable tip. There is an air gap between the piston and the sample, which eliminates cross-contamination. These versions are available in single or multichannel format and can be either manually operated or containing electronic components (which incorporates a motorised piston for filling and dispensing).

The positive displacement pipette is utilised for more accurate and precise measurements, mainly for small volumes. This **principle** incorporates a plunger which fits directly into a disposable pipette tip and is in contact with the solution to be pipetted. These pipettes are normally single channel and manually operated.

Under this Sub Lot, the Contracting Authority expects;

• Manual Single Channel Pipettes, including positive displacement technology,

Ranging in volume from 1UL to 5000 UL

- Manual Multi-channel Pipettes in 6, 8 and 12 channels in volumes from 1UL to 1000 UL
- Electronic Single Channel Pipettes, including positive displacement technology Ranging in volume from 1UL to 5000 UL
- Electronic Multi-channel Pipettes in 6, 8 and 12 channels in volumes from 1UL to 1000 UL

#### Sub Lot 10.2

• Repeaters

Repeaters rely upon a disposable type syringe of varying volumes, which is fitted to the unit and adjusted to dispense multiples of a pre–prescribed volume. They are normally single channel and can either be electronic or manually operated.

#### Sub Lot 10.3

Pipette Controllers

Usually rechargeable, but can be mains powered, a pipette controller is a lightweight, easyto-use, and ergonomically designed hand-held piece of equipment for both aspiration and dispensing of maximum volumes from 1 to 100 ml glass or plastic serological pipettes.

#### Sub Lot 10.4

• Carousels and Stands

Stands suitable for manual single channel, manual multichannel pipettes or Repeaters in both carousel and linear format where applicable. Stands suitable for charging electronic pipettes in linear and carousel format. Bidders are required to specify whether their stand is universal, Manufacturer and/or a model specific stand.

The Contracting Authority and Contracting Bodies reserve the right to expand the Supplies covered under this Lot and Sub Lot. If additional Supplies are confirmed as being defined as Non-Disposable Pipettes, the Contracting Authority will notify all awarded Suppliers to the relevant Lot or Sub Lot and allow for updates to be made to the Sourcing Pricing Schedule and eMarketplace.

The Supplier must provide general and specific safety, technical and legislative support across the range of Supplies covered under this Lot and Sub Lot.

Technical data sheets must be supplied by the supplier in soft and / or hard copies at the Contracting Authority or Contracting Bodies request.

The Supplier must provide all packaging in conformance with the Packaging Directive as detailed:

https://www.gov.uk/topic/environmental-management/waste

**Annex 10 – Lot 10 – Non-Disposable Pipettes** provides a breakdown of the category segment, family, class, commodity, and example UNSPSC which are applicable to the items listed in this Lot and Sub Lots

Lot 11 – Service & Calibration

The Contracting Authority and Contracting Bodies may wish to purchase a range of Service & Calibration Services.

This Lot includes but is not limited to the below Services:

• Service & Calibration

The Supplier must be accredited according to the following or equivalent standards.

- ISO/IEC 17025: Testing and calibration laboratories
- UKAS accredited calibration laboratory (4296)
- ISO 9001: Quality Management
- ISO14001: Environmental management

Pipette Servicing must be available via the following:

- On-site pipette Clinics Same price per pipette, regardless of make/model, service report from calibration technician
- Mail- in pipette servicing with a 5–7-day turnaround time. Free return postage via courier or royal mail, prices for mail in are to be the same as the clinic.

Servicing must include the following:

- Pipette dismantled where necessary, leak tested, cleaned, and inspected.
- Advise on replacement of worn parts to include seals and O-rings FOC
- Certificate of calibration for each pipette
- Calibration to manufacturer's specification
- Either a Two or Three reading accuracy (dependent on customer requirements) and precision check at min/max points
- Multichannel Two readings on every channel min& max points
- Availability to supply genuine spare parts. If there are difficulties in obtaining a manufacturer spare part, bidders are expected to contact the originator with an expected resolution timescale.
- Contact must be made with the purchaser where a pipette is beyond economic repair within 5 working days of the inspection.

#### Lot 12 – Supply of Spare Parts for Non-Disposable Pipettes

The Contracting Authority and Contracting Bodies may wish to purchase a range of Non Disposable Pipette Spare Parts.

This Lot has been divided into 3 Sub Lots which is included but are not limited to the below Supplies:

#### Sub Lot 12.1

• Non-Disposable Handheld Pipettes

#### Sub Lot 12.2

Repeaters

#### Sub Lot 12.3

• Pipettes Controllers

Suppliers will be expected to provide spare parts as appropriate to each sub lot, including but not limited to:

- Piston Assemblies
- Tip Ejectors

- Tip Holders
- Connecting Nuts
- Tip Adapters
- Batteries (including rechargeable batteries and chargers)
- O-rings and seals
- Filters
- Manifolds
- Tubings
- PCBs and Displays

The Contracting Authority and Contracting Bodies reserve the right to expand the Supplies covered under this Lot and Sub Lot. If additional Supplies are confirmed as being defined as Spare Parts, the Contracting Authority will notify all awarded Suppliers to the relevant Lot or Sub Lot and allow for updates to be made to the Sourcing Pricing Schedule and eMarketplace.

The Supplier must provide general and specific safety, technical and legislative support across the range of Supplies covered under this Lot and Sub Lot.

Technical data sheets must be supplied by the supplier in soft and / or hard copies at the Contracting Authority or Contracting Bodies request.

The Supplier must provide all packaging in conformance with the Packaging Directive as detailed:

https://www.gov.uk/topic/environmental-management/waste

Annex 12 – Lot 12 – Supply of Spare Parts for Non-Disposable Pipettes provides a breakdown of the category segment, family, class, commodity, and example UNSPSC which are applicable to the items listed in this Lot and Sub Lots

#### Lot 13 – Laboratory PPE

The Contracting Authority and Contracting Bodies may wish to purchase a range of Supplies classified as Laboratory PPE.

This Lot has been divided into 3 Sub Lots which is included but are not limited to the below Supplies:

#### Sub Lot 13.1

- Nitrile Gloves
- Cryo Gloves
- Vinyl Gloves
- Cotton Gloves
- Latex Gloves

#### Sub Lot 13.2

- Type IIR Masks
- FFP1 Masks
- FFP2 Masks
- FFP3 Masks
- Reusable Masks
- Beard Masks
- Face Shields

- Goggles
- Safety Glasses

#### Sub Lot 13.3

- Coveralls
- Lab Coats
- Disposable Aprons
- Shoe Covers

The Contracting Authority and Contracting Bodies reserve the right to expand the Supplies covered under this Lot and Sub Lot. If additional Supplies are confirmed as being defined as Laboratory PPE, the Contracting Authority will notify all awarded Suppliers to the relevant Lot or Sub Lot and allow for updates to be made to the Sourcing Pricing Schedule and eMarketplace.

The Supplier must provide general and specific safety, technical and legislative support across the range of Supplies covered under this Lot and Sub Lot.

Technical data sheets must be supplied by the supplier in soft and / or hard copies at the Contracting Authority or Contracting Bodies request.

The Supplier must provide all packaging in conformance with the Packaging Directive as detailed:

https://www.gov.uk/topic/environmental-management/waste

**Annex 13 – Lot 13 – Laboratory PPE** provides a breakdown of the category segment, family, class, commodity, and example UNSPSC which are applicable to the items listed in this Lot and Sub Lots

#### Terms and Conditions

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

#### How to Bid

To support Bidders, we wanted to provide clarity on how to bid for this Framework in the Delta eSourcing Portal.

All bidders **<u>MUST</u>** complete the following sections in the Delta eSourcing Portal when submitting a bid response:



32. LOT 13 – Price Questionnaire – Laboratory Personal Protective Equipment

Sub Lots are contained within the specific Lot Price Questionnaires and can be bid for on an individual basis.

Syringes, Needles and Blood

28. LOT 9 - Price Questionnaire -

29. LOT 10 - Price Questionnaire

Disposable Pipettes & Tips

- Non Disposable Pipettes

Collection

Containers (Sterile and Non-

Filter Paper & Membranes

Histology & Microscopy

Glassware

23. LOT 4 - Price Questionnaire -

24. LOT 5 - Price Questionnaire -

Sterile)

Within each of the Lot Pricing Questionnaires there will be 3 questions that  $\underline{MUST}$  be answered for the relevant Lot of Sub Lot that you are applying for, with the exception of Lot 11.

If after reviewing all the information provided within this document, you still have clarification questions pertaining to the Specification of Lots or How to Bid, please ensure that these are raised through the messaging function of the Delta eSourcing Portal.

## 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.

#### Selection Pass/fail criteria

Questionnaire	Q No.	Question subject		
Selection Questionnaire Part 1: Potential Supplier Information				
Section 1	1.3	Contact details and declaration		
	Par	rt 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		
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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	9.2	Systems to manage supply chain		
Section 9	9.3	Procedures for resolving disputes		
Section 9	9.5	Meeting the requirements of the code/standards		
Section 9	9.6	Confirmation of 30 days payment		
Section 9	9.7	Payments to supply chain		
Section 9	SEL5.5	Health and Safety Policy		
Section 9	SEL5.6	Enforcement/remedial orders in relation to the Health and Safety Executive		
Section 9	SEL5.7	Breaching environmental legislation		
Section 9	SEL5.8	Checking sub-contractors for infringement of environmental legislation		
Section 9	SEL5.9	Unlawful discrimination		
Section 9	SEL5.10	Checking sub-contractors for unlawful discrimination		
Section 9	SEL2.12	United Kingdom General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018		
Section 9	FOI1.1	Freedom of information		
	pass / fail crite the Bidder and scoring metho	f a Bidder failing to meet the requirements of a Mandatory eria, the Contracting Authority reserves the right to disqualify d not consider evaluation of the any of the selection stage odology, nor the Award stage scoring methodology or ss / fail criteria.		

- 5.3.2. Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.
- 5.3.3. The evaluation model below shall be used for this RFP which will be determined to two decimal places.
- 5.3.4. Questions marked 'for information only' do not contribute to the scoring model.
- 5.3.5. 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. <u>AWARD</u> 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 Pricing	AW5.1	Capped Pricing
Commercial Pricing	AW5.3	Open book policy
Commercial Pricing	AW5.4	E Invoice
eMarketplace	PROJ5.2	Price File Updates
eMarketplace	PROJ5.3	Price File Increase Justification
eMarketplace	PROJ5.4	Honouring eMarketplace Price
eMarketplace	PROJ5.5	Promotion Advertising
eMarketplace	PROJ5.6	Discontinuation Process
eMarketplace	PROJ5.7	Electronic Request for Quote (ERFQ) Response Times
eMarketplace	PROJ5.8	eMarketplace Content
eMarketplace	PROJ5.9	Contract Management Module
Quality	AW6.1	Compliance to the Specification
Quality	AW6.2	Variable Bids
Quality	PROJ6.1	Dedicated contact
KPI	PROJ7.1	Quarterly MI Data
KPI	PROJ7.2	Attendance to Quarterly Contract Review Meetings
Order Processing	PROJ8.1	Query Resolution
Order Processing	PROJ8.2	Minimum Order Quantities
Order Processing	PROJ8.3	Order delay Notification
Order Processing	PROJ8.4	Product Substitution
Delivery	PROJ9.1	Proof of Delivery
Delivery	PROJ9.2	Delivery Inconsistency Rectification
Delivery	PROJ9.3	Consolidated Deliveries
Delivery	PROJ9.4	Carriage Charges
Delivery	PROJ9.5	Free Samples
Lot 11	SUP11.1	OEM Parts
-	-	Request for Proposal response – received on time within the e-sourcing tool
	Mandatory right to disc the selectio	t of a Bidder failing to meet the requirements of a pass / fail criteria, the Contracting Authority reserves the qualify the Bidder and not consider evaluation of the any of on stage scoring methodology, nor the Award stage scoring gy 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.

Question Number	Question subject	Maximum Marks
SOC1.0 Social Value	Quality	10.00%
Sub Lot 1.1 – AW5.2 Representative Pricing Schedule	Price	90.00%
Sub Lot 1.2 - AW5.2 Representative Pricing Schedule	Price	90.00%
Sub Lot 2.1 – AW5.2 Representative Pricing Schedule	Price	90.00%
Sub Lot 2.2 – AW5.2 Representative Pricing Schedule	Price	90.00%
Sub Lot 3.1 – AW5.2 Representative Pricing Schedule	Price	90.00%
Sub Lot 3.2 - AW5.2 Representative Pricing Schedule	Price	90.00%
Sub Lot 3.3 – AW5.2 Representative Pricing Schedule	Price	90.00%
Lot 4 - AW5.2 Representative Pricing Schedule	Price	90.00%
Lot 4 - AW5.2 Representative Pricing Schedule	Price	90.00%
Lot 5 - AW5.2 Representative Pricing Schedule	Price	90.00%
Lot 6 - AW5.2 Representative Pricing Schedule	Price	90.00%
Lot 7 - AW5.2 Representative Pricing Schedule	Price	90.00%
Lot 8 - AW5.2 Representative Pricing Schedule	Price	90.00%
Lot 9 - AW5.2 Representative Pricing Schedule	Price	90.00%
	Sub Lot 1.1 – AW5.2 Representative Pricing Schedule Sub Lot 1.2 - AW5.2 Representative Pricing Schedule Sub Lot 2.1 – AW5.2 Representative Pricing Schedule Sub Lot 2.2 – AW5.2 Representative Pricing Schedule Sub Lot 3.1 – AW5.2 Representative Pricing Schedule Sub Lot 3.2 - AW5.2 Representative Pricing Schedule Sub Lot 3.3 – AW5.2 Representative Pricing Schedule Lot 4 - AW5.2 Representative Pricing Schedule Lot 5 - AW5.2 Representative Pricing Schedule Lot 5 - AW5.2 Representative Pricing Schedule Lot 6 - AW5.2 Representative Pricing Schedule Lot 7 - AW5.2 Representative Pricing Schedule Lot 8 - AW5.2 Representative Pricing Schedule	SOC1.0 Social Value       Quality         Sub Lot 1.1 – AW5.2 Representative Pricing Schedule       Price         Sub Lot 1.2 - AW5.2 Representative Pricing Schedule       Price         Sub Lot 2.1 – AW5.2 Representative Pricing Schedule       Price         Sub Lot 2.2 – AW5.2 Representative Pricing Schedule       Price         Sub Lot 2.2 – AW5.2 Representative Pricing Schedule       Price         Sub Lot 3.1 – AW5.2 Representative Pricing Schedule       Price         Sub Lot 3.1 – AW5.2 Representative Pricing Schedule       Price         Sub Lot 3.1 – AW5.2 Representative Pricing Schedule       Price         Sub Lot 3.3 – AW5.2 Representative Pricing Schedule       Price         Lot 4 - AW5.2 Representative Pricing Schedule       Price         Lot 5 - AW5.2 Representative Pricing Schedule       Price         Lot 5 - AW5.2 Representative Pricing Schedule       Price         Lot 6 - AW5.2 Representative Pricing Schedule       Price         Lot 7 - AW5.2 Representative Pricing Schedule       Price         Lot 7 - AW5.2 Representative Pricing Schedule       Price         Lot 8 - AW5.2 Representative Pricing Schedule       Price         Lot 8 - AW5.2 Representative Pricing Schedule       Price         Lot 9 - AW5.2 Representative Pricing Schedule       Price

Sub Lot 10.1	Sub Lot 10.1 - AW5.2 Representative Pricing Schedule	Price	90.00%
Sub Lot 10.2	Sub Lot 10.2 - AW5.2 Representative Pricing Schedule	Price	90.00%
Sub Lot 10.3	Sub Lot 10.3 - AW5.2 Representative Pricing Schedule	Price	90.00%
Sub Lot 10.4	Sub Lot 10.4 - AW5.2 Representative Pricing Schedule	Price	90.00%
Lot 11	Lot 11 - AW5.2 Representative Pricing Schedule	Price	90.00%
Sub Lot 12.1	Sub Lot 12.1 - AW5.2 Representative Pricing Schedule	Price	90.00%
Sub Lot 12.2	Sub Lot 12.1 - AW5.2 Representative Pricing Schedule	Price	90.00%
Sub Lot 12.3	Sub Lot 12.1 - AW5.2 Representative Pricing Schedule	Price	90.00%
Sub Lot 13.1	Sub Lot 13.1 - AW5.2 Representative Pricing Schedule	Price	90.00%
Sub Lot 13.2	Sub Lot 13.2 - AW5.2 Representative Pricing Schedule	Price	90.00%
Sub Lot 13.3	Sub Lot 13.3 - AW5.2 Representative Pricing Schedule	Price	90.00%

# 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):

	The Question is not answered, or the response is completely unacceptable.
0	Response confirms that the bidder is not prepared to implement any changes to incorporate Social Value in any form over the duration of the Framework Agreement.
30	Poor response only partially satisfying the question requirements with deficiencies apparent. Some useful evidence provided but response falls well short of

	expectations.
	Response provides poor detail on the current policies, procedures, or Corporate Social responsibilities being implemented and does not indicate that they are willing to review other opportunities for Social Value during the life of the Framework.
	Response provides a poorly detailed declaration of commitments that will be introduced over the life of the Framework The response does not provide a plan o timescale for implementation.
	Response is acceptable but remains basic and could have been expanded upon Response is sufficient but does not inspire.
50	Response provides a basic outline of the current policies, procedures, or Corporate Social responsibilities being implemented but does not expand further on what more could be done.
	Response provides a basic declaration of commitments that will be introduced ove the life of the Framework, including basic plans and timescales for implementation.
	Good response which describes their capabilities in detail which provides high levels of assurance consistent with a quality provider. The response includes a ful description of techniques and measurements currently employed.
80	Response provides a good level of detail on the current policies, procedures, o Corporate Social responsibilities being implemented and provides further detail or what more could be done over the life of the Framework.
	Response provides a good level of detail around the commitments that will be introduced over the life of the Framework, including short- and long-term plans and timescales for implementation.
	Response is exceptional and clearly demonstrates they can meet the requirement No significant weaknesses noted. The response is compelling in its description o techniques and measurements currently employed, providing full assurance consistent with a quality provider.
100	Response provides an exceptionally clear and concise breakdown of the curren policies, procedures, or Corporate Social responsibilities being implemented. In addition, the response includes further detail on what more they will commit to implement over the life of the Framework, including short- and long-term plans and timescales for implementation.
	Response provides an exceptionally clear and concise breakdown of the commitments that will be introduced over the life of the Framework, including short and long-term plans and timescales for implementation. The response demonstrates that they are willing to continually improve on their Social Value commitments and seek out new opportunities.

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

### Example

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

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

Price elements will be evaluated on the following criteria.

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

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

For example - Bid 1 £100,000 scores 100. Bid 2 £120,000 differential of £20,000 or 20% remove 20% from price scores 80 Bid 3 £150,000 differential £50,000 remove 50% from price scores 50. Bid 4 £175,000 differential £75,000 remove 75% from price scores 25. Bid 5 £200,000 differential £100,000 remove 100% from price scores 0. Bid 6 £300,000 differential £200,000 remove 100% from price scores 0. Where the scoring criterion is worth 50% then the 0-100 score achieved will be multiplied by 50

In the example if a supplier scores 80 from the available 100 points this will equate to 40% by using the following calculation: Score/Total Points multiplied by 50 ( $80/100 \times 50 = 40$ )

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

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

### 5.5. Evaluation process

5.5.1.	The evaluation process will feature some, if	f not all, the following phases
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Stage	Summary of activity
Receipt and Opening	<ul> <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> <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> <li>Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the Selection criteria.</li> </ul>
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.
Due diligence of the Bid	<ul> <li>the Contracting Authority may request the following requirements at any stage of the Procurement.</li> <li>Submission of insurance documents from the Bidder</li> <li>Request for evidence of documents / accreditations referenced in the / Request for Proposal response / Bid and / or Clarifications from the Bidder</li> <li>Taking up of Bidder references from the Bidders Customers.</li> <li>Financial Credit check for the Bidder</li> </ul>
Validation of unsuccessful 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 **how to register and use the e-sourcing portal** are is available at <u>http://www.uksbs.co.uk/services/procure/Pages/supplier.aspx</u>

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 <u>http://www.uksbs.co.uk/services/procure/Pages/supplier.aspx</u>

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

# Section 7 – General information

- 7.1. Introduction
- 7.1.1. UK SBS wishes to establish a Contract for the provision of Laboratory Consumables. The Contracting Authority is managing this procurement process in accordance with Public Procurement (as may be amended from time to time) (the "Regulations"). This is a supplies and services Contract being procured under the Open Procedure
- 7.1.2. UK SBS is creating a Framework for use by UK SBS (**The Contracting Authority**) and any other Government Department, Agency, or Public Body (**Contracting Bodies**) Further details of these organisations can be found here: <u>https://www.gov.uk/government/organisations</u> and UK SBS's Homepage <u>Contracts (uksbs.co.uk)</u>.

UK SBS will manage the overall performance of the Framework Agreement by Suppliers and collect Management Information.

- 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 <u>Section 5</u>.
- 7.1.8. Whilst it is the Contracting Authority's and any relevant other Contracting Bodies 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 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 been subdivided into Lots.

Framework: La	aboratory Consumables	Number of Envisaged Suppliers
Lot 1 – Plastic	s Major	
Sub Lot 1.1	<ul> <li>PCR (Multi-well plates, tubes, sealing film, strips, and lids)</li> </ul>	12
Sub Lot 1.2	<ul> <li>Spreaders &amp; Loops</li> <li>Petri Dishes</li> <li>Reservoirs</li> <li>Weigh Boats</li> </ul>	10
Lot 2 – Tissue	Culture	
Sub Lot 2.1	<ul> <li>Flasks</li> <li>Tubes</li> <li>Dishes</li> <li>Multiwell plates</li> <li>Roller bottles</li> <li>Cell Scrapers and lifters</li> </ul>	10
Sub Lot 2.2	Cell culture surfaces and inserts	6
Lot 3 – Centrif	uge Bottles, Tubes & Containers (Sterile and Non–Sterile)	
Sub Lot 3.1	<ul><li>Centrifuge Bottles</li><li>Centrifuge tubes</li></ul>	6
Sub Lot 3.2	<ul> <li>Caps</li> <li>Tubes (Inc. microcentrifuge tubes)</li> <li>Containers</li> <li>Pots</li> <li>Cylinders - Plastic</li> <li>Vials (including cryogenic vials)</li> <li>Bottles Universals – Plastic</li> </ul>	10
Sub Lot 3.3	<ul> <li>Cling film, tin foil, Para film</li> <li>Autoclave bags</li> <li>Tapes and Labels</li> </ul>	6
Lot 4 – Filter P	aper & Membrane	
Sub Lot 4.1	<ul> <li>Filter paper</li> <li>Membranes (nitrocellulose, PVDF and Nylon)</li> <li>Blotting paper &amp; Benchcote</li> <li>Filtration units</li> </ul>	10
Sub Lot 4.2	Cartridges	6
	ogy & Microscopy Glassware	
<ul> <li>Coversl</li> <li>Slides</li> <li>Pens</li> <li>Mountin</li> </ul>	ips ig medium	10

Cassett	es	
-	(scalpel, Microtome etc.)	
	tory Glassware & Bottles	
Beakers	3	
Measuri	ing Cylinders	
	als - Glass	
Bottles		10
<ul> <li>Caps</li> </ul>		
<ul> <li>Flask</li> </ul>		
Pasteur	pipettes	
Lot 7 – Storag	e Boxes & Racks	
<ul> <li>Racks</li> </ul>		
<ul> <li>Storage</li> </ul>	boxes	8
<ul> <li>Trays</li> </ul>		Ũ
Tube ho		
	es, Needles, and Blood Collection	
Syringe		0
Needles		6
	ners & Blood collection tube	
<b>P</b>	able Pipettes & Tips	
	ble Pipettes (including aspirating pipettes)	10
Tips		10
Pastette		
	Disposable Pipettes	
Sub Lot 10.1	Non-Disposable Handheld Pipettes	14
Sub Lot 10.2	Repeaters	12
Sub Lot 10.3	Pipette Controllers	12
Sub Lot 10.4	Carousels and stands	12
Lot 11 – Servie	cing of Non-Disposable Pipettes	
	g and calibration of Non-Disposable handheld pipettes, rs and pipette controller	10
Lot 12 – Suppl	y of Spare Parts for Non-Disposable Pipettes	
Sub Lot 12.1	<ul> <li>Non-Disposable Handheld Pipettes</li> </ul>	10
Sub Lot 12.2	Repeaters	10
Sub Lot 12.3	Pipette Controllers	10
Lot 13 – Labor	atory Personal Protective Equipment	
	Nitrile Gloves	
	Cryo Gloves	
Sub Lot 13.1	Vinyl Gloves	10
	Cotton Gloves	
	Latex Gloves	
	Type IIR Masks	
	FFP1 Masks	
	FFP2 Masks	
	FFP3 Masks	
Sub Lot 13.2	Reusable Masks	10
	Beard Masks	
	Face Shields	
	Goggles	
	Safety Glasses	

Sub Lot 13.3	<ul><li>Coveralls</li><li>Lab Coats</li></ul>	10
Sub Lot 15.5	<ul><li>Disposable Aprons</li><li>Shoe Covers</li></ul>	10

- 7.1.11. The Contracting Authority shall utilise the Delta eSourcing Procurement Tool available at <u>https://uksbs.delta-esourcing.com/</u>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 <u>https://uksbs.delta-esourcing.com/</u> within the timescales detailed in <u>Section 3</u>. 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 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 Gov.uk website provides information the 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. Where this RFP is accompanied by any instructions on safeguarding classified information (e.g., a Security Aspects Letter) as a result of any changes stemming from the new GSC, whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies or otherwise. This may relate to the instructions on

safeguarding classified information (e.g., a Security Aspects Letter) as they apply to the procurement as they apply to the procurement process and/or any contracts awarded to you as a result of the procurement process.

#### USEFUL INFORMATION LINKS

- Contracts Finder
- Find a Tender
- Equalities Act introduction
- Bribery Act introduction
- Freedom of information Act
- 7.4. Freedom of information
- 7.4.1. In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA') and the Environmental Information Regulations 2004 (the 'EIR') (each as amended from time to time), UK SBS and the Contracting Authority may be required to disclose information submitted by the Bidder to the to the Contracting Authority.
- 7.4.2. In respect of any information submitted by a Bidder that it considers to be commercially sensitive the Bidder should complete the Freedom of Information declaration question defined in the Question FOI1.2.
- 7.4.3. Where a Bidder identifies information as commercially sensitive, the Contracting Authority will endeavour to maintain confidentiality. Bidders should note, however, that, even where information is identified as commercially sensitive, the Contracting Authority may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, the Contracting Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Contracting Authority cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.
- 7.4.4. Where a Bidder receives a request for information under the FoIA or the EIR during the procurement, this should be immediately passed on to the Contracting Authority and the Bidder should not attempt to answer the request without first consulting with the Contracting Authority.
- 7.4.5. Bidders are reminded that the Government's transparency agenda requires that sourcing documents, including RFP templates such as this, are published on a designated, publicly searchable web site, and, that the same applies to other sourcing documents issued by the Contracting Authority, and any contract entered into by the Contracting Authority with its preferred supplier once the procurement is complete. By submitting a response to this RFP Bidders are agreeing that their participation and contents of their Response may be made public.
- 7.5. Response Validity
- 7.5.1. Your Response should remain open for consideration for a period of 90 days. A Response valid for a shorter period may be rejected.
- 7.6. Timescales

- 7.6.1. <u>Section 3</u> 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 subcontractors, 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 <a href="https://delta-esourcing.com/">https://delta-esourcing.com/</a>
- 7.7.3. Bidders should be mindful that the designated Contact should <u>not under any</u> <u>circumstances</u> 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 to make decisions regarding the content of their Responses and to undertake any investigations they consider necessary 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 esourcing 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 <u>Section 3</u>.
- 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 <u>Section 3</u>. 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 <u>Section 3</u> 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 <u>Section 3</u> 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, Contracting Bodies, 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 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 <u>Section 3</u>.
- 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 esourcing portal they should use the contact details defined in <u>Section 3</u>.
- 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. 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. 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.

# **Section 7 – General Information**

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

### DO:

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

Do provide the Bid on time, and in the required format. Remember that the date/time given for a response is the last date that it can be accepted; we are legally bound to disqualify late submissions. Responses received after the date indicated in the RFP shall not be considered by the Contracting Authority, unless the Bidder can justify that the reason for the delay, is solely attributable to the Contracting Authority

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

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

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

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

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

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

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

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

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

Do check and recheck your Bid before dispatch.

# What makes a good bid – some simple do not's $\otimes$

### DO NOT

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

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

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

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

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

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

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

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

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

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

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

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

# Appendix A – Glossary of Terms

TERM	MEANING
"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 Find a Tender Contract Notice
"Contracting Authority"	A public body regulated under the Public Procurement 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.
"Direct Award"	means the award of a Call Off Contract by application of the terms laid down in the Contract without re-opening competiton
"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
"Find a Tender"	Means the UK Government Portal that superseded the OJEU as from 1/1/2021 https://www.find-tender.service.gov.uk/Search
"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
"Further Competition"	means re-opening competiton under a framework if applicable to this procurement
"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.
"Named Procurement person "	means the single point of contact for the Contracting Authority based in UK SBS that will be dealing with the procurement
"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(s)"	means the organisation awarded the Contract
"Supplies / Services / Works"	means any supplies/services and supplies or works set out at within <u>Section 4 Specification</u>