

Request for Information



Request for Information (RFI) on behalf of The Department for Business, Energy & Industrial Strategy (BEIS)

Subject: BEIS HR and Finance Digital Transformation Programme

Sourcing reference number: UK SBS PR16189

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

Registered in England and Wales as a limited company. Company Number 6330639.
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UKSBS
Shared Business Services

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Section 1 – About UK Shared Business Services

Putting the business into shared services

UK Shared Business Services Ltd (UK SBS) brings a commercial attitude to the public sector; helping our customers improve efficiency, generate savings and modernise.

It is our vision to become the leading provider for our customers 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 customers. 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 its customers, 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 Service (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 Customers.

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

Section 2 – About Our Customer

Department for Business, Innovation and Skills (BIS)

NOTE: Department for Business, Innovation & Skills was replaced by Department for Business, Energy & Industrial Strategy as of July 2016 under a Machinery of Government (MoG) change. The legal identity of the new contracting authority is in the process of being formalised. For the avoidance of doubt, this Request For Information (RFI) is issued on behalf of The Secretary of State for Business Innovation and Skills on behalf of the Crown. It is anticipated that the MoG change will be complete by the time of contract award and therefore the contract is likely to be signed on behalf of The Secretary of State for the Department for Business, Energy & Industrial Strategy (BEIS) on behalf of the Crown.

For the purposes of future document referencing the Customer is referred to as the Department for Business, Energy & Industrial Strategy (BEIS) hereon in within this document and associated appendices. It should be noted that BIS and BEIS may be interchangeable during the period of transition and within this document..

The Department for Business, Innovation & Skills (BIS) is the department for economic growth. The department invests in skills and education to promote trade, boost innovation and help people to start and grow a business. BIS also protects consumers and reduces the impact of regulation.

BIS is a ministerial department, supported by 47 agencies and public bodies.

Our priorities for 2016 to 2017 include:

- business and enterprise
- competitiveness and exports
- science and innovation
- apprenticeships and skills
- higher education
- labour markets

We have around 2,500 staff working for BIS plus around 500 people working for UK Trade & Investment in the UK.

Our partner organisations include 9 executive agencies employing around 14,500 staff.

We have BIS offices in London, Sheffield, Billingham, Cardiff, Darlington, Glasgow, Manchester, Nottingham, Runcorn and Watford.

Department for Business, Innovation and Skills achievements include:

- Funding 457,000 apprenticeship starts in 2010-11 Academic Year
- Committing £75 million to support innovation in technology-based SMEs

- Helping 25,000 UK businesses (mainly SMEs), employing over 13 million people, to make the most of opportunities for growth in overseas markets; Growth Accelerator is a new Department for Business funded-service to help up to 26,000 small and medium enterprises (SMEs) grow as much as they can over three years. Working with an experienced coach, businesses will receive a personalised growth plan, training and workshops, networking and peer to peer support. SMEs can also learn how to develop their leadership and management capability.
- With the Cabinet Office, leading the review of 1,200 regulations across Government as part of the Red Tape Challenge, more than half of which will be scrapped or improved.

<http://www.bis.gov.uk>

The Department for Business, Innovation and Skills (BIS) and the Department of Energy and Climate Change (DECC) have merged to form the Department for Business, Energy and Industrial Strategy (BEIS). For information relating to BEIS please follow this link.

<https://www.gov.uk/government/organisations/department-for-business-energy-and-industrial-strategy>

Section 3 – Working with UK Shared Business Services Ltd.

Section 3 – Contact details		
3.1	Name of contracting Authority	<p>Department for Business, Innovation & Skills</p> <p>Note. Department for Business, Innovation & Skills was replaced by Department for Business, Energy & Industrial Strategy as of July 2016 under a Machinery of Government (MoG) change. The legal identity of the new contracting authority is in the process of being formalised. For the avoidance of doubt, this Request For Information (RFI) is issued on behalf of The Secretary of State for Business Innovation and Skills on behalf of the Crown. It is anticipated that the MoG change will be complete by the time of contract award and therefore the contract is likely to be signed on behalf of The Secretary of State for the Department for Business, Energy & Industrial Strategy (BEIS) on behalf of the Crown.</p>
3.2	Named Procurement Officer	Bernie Marsh
3.3	Contact details	bernie.marsh@uksbs.co.uk
3.4	Estimated value of the Opportunity	<p>£8,000,000 to £23,000,000 GBP.</p> <p>(including options)</p>
3.5	Process for the submission of clarifications and Bids	<p>All correspondence shall be submitted within the Emptoris e-sourcing tool. Guidance Notes to support the use of Emptoris is available here.</p> <p>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.</p>

Section 3 - Timescales

3.6	Date of posting of Contract advert to OJEU.	Saturday 24 th September 2016
3.7	Date RFI available to Bidders	Saturday 24 th September 2016
3.8	Bidder conference (if relevant)	Not applicable
3.9	Latest date / time RFI clarifications should be received through Emptoris	12th October 2016 14.00hrs BST
3.10	Latest date / time RFI clarification answers should be sent to all potential Bidders through Emptoris	17th October 2016 14.00hrs BST
3.11	Closing date and time for Bidder to request RFI documents	Monday 24th October 2016 11.00hrs BST
3.12	Closing date and time for Bidder to submit their response ('the deadline').	Monday 24th October 2016 14.00hrs BST
3.13	Clarifications and / or site visits (if required)	28th October 2016
3.14	Notification of proposed shortlist for Award stage to unsuccessful Bidders	11th November 2016
3.15	Issue of RFQ documents to successful Bidders	14th November 2016
3.16	Anticipated Contract Award Date	17th February 2017
3.17	Response Validity Period	90 Days

Section 4 – Specification and about this procurement

Executive Summary:

The HR and Finance transactional services of the Research Councils are currently delivered by UK SBS. They are currently using a system which is due to end in May 2018.

Innovate UK's HR and Finance transactional services are run in-house and their payroll is outsourced to a third party.

The Research Councils and Innovate UK are due to merge to form a single group called UKRI (UK Research and Innovation).

The primary requirement and focus of the specification is to replace these systems with a single platform that is scalable and relevant to an organisation of this size and complexity. Further to this the requirement is for the Supplier to supply the system integration services to support the roll out of the product into the organisation.

The initial requirement is based on 7,750 users/ licences for which the requirement is both the supply of the single platform / system and the system integration services to implement this across an initial population of approximately 7,750 users / licences. There is potential during the term of the contract for the expansion of the digital services by up to 100% through the onboarding of users from other partner organisations into this new single platform. The expanded scope would only be for software provision (licences) and not the provision of system integration services.

The initial scope is for the delivery of the new digital services for the following nine partner organisations:

- Innovate UK
- UK Shared Business Services (UK SBS)
- Research Councils UK (RCUK) consisting of:
 - 1) Arts and Humanities Research Council - AHRC
 - 2) Biotechnology and Biological Sciences Research Council - BBSRC

- 3) Engineering and Physical Sciences Research Council - EPSRC
- 4) Economic and Social Research Council - ESRC
- 5) Medical Research Council - MRC
- 6) Natural Environment Research Council - NERC
- 7) Science and Technology Facilities Council – STFC

Note: The estimated value range included in the OJEU notice (£8m to £23m GBP) is inclusive of an estimate for the options of extension and additional users. The base requirement of software and system implementation for 7,750 users over 3 years is estimated to be below £9,000,000 GBP. The additional options would be subject to additional spend approvals.

The full specification is appended to this document with the document name 'HR and Finance Digital Transformation Programme, Product Specification'

The contract duration shall be for a period of 36 months from commencement of the contract, with the option to extend the contract for two 12 month periods.

There is potential during the term of the contract for the expansion of the digital services by up to 100% through the onboarding of users from other partner organisations into this new single platform. The expanded scope would only be for software provision (licences) and not the provision of system integration services.

Any additional services shall be priced using the rates provided for the main scope

Section 5 – Evaluation model

5.1 Introduction

- 5.1.1 The evaluation process will be conducted to ensure that Responses are evaluated fairly to ascertain the bidders who can demonstrate the required skills qualities, technical ability and capacity, commercial stability and experience to ensure successful performance of the Contract.

5.1.2 The evaluation team may comprise staff from UK SBS, the Customer and any specific external stakeholders UK SBS deem required

5.2 Evaluation of Responses

5.2.1 Evaluation of Responses shall be based on a Selection questionnaire defined in the e-sourcing tool.

5.3. Selection questionnaire

5.3.1 The Selection questionnaire shall be marked against the following Selection pass / fail and scoring criteria.

5.3.2 The selection questionnaire shall be marked against the following Mandatory or discretionary pass / fail criteria

Selection Pass/fail criteria		
Questionnaire	Q No.	Question subject
Selection Part B	SEL2.2	Conviction for conspiracy
Selection Part B	SEL2.3	Conviction for corruption
Selection Part B	SEL2.4	Conviction for bribery
Selection Part B	SEL2.5	Conviction for fraud
Selection Part B	SEL2.6	Conviction for Terrorism/ Serious Crime
Selection Part B	SEL2.7	Conviction for Money Laundering
Selection Part B	SEL 2.8	Conviction for proceeds of crime
Selection Part B	SEL 2.9	Conviction for other offences
Selection Part B	SEL 2.10	Tax and social security breaches
Selection Part B	SEL 2.12	Cyber Essentials
Selection Part C	SEL3.2	Compliance with applicable obligations in the fields of environmental, social and labour law.
Selection Part C	SEL3.3	Bankruptcy, Insolvency or Winding up
Selection Part C	SEL3.4	Grave Professional misconduct
Selection Part C	SEL3.5	Agreements with other economic operators that create a distortion of Competition
Selection Part C	SEL3.6	Conflict of Interest within meaning of regulation 24
Selection Part C	SEL3.7	Distortion of competition within the meaning of regulation 41
Selection Part C	SEL3.8	Deficiencies in performance of prior public contract
Selection Part C	SEL3.9	Serious Misrepresentation
Selection Part C	SEL3.10	Tax Returns
Selection Part C	SEL3.11	Compliance to the Modern Slavery Act 2015
Selection Part D	SEL4.1	Economic and Financial standing assessment

Selection Part D	SEL4.2	Minimum Financial Threshold
Selection Part D	SEL4.3	Guarantee
Selection Part D	SEL4.4	Insurance
Selection Part E	SEL5.2	Health and Safety Policy
Selection Part E	SEL5.3	Remedial Orders relating to Health and Safety Executive (or equivalent)
Selection Part E	SEL5.4	Conviction of breaching environmental Legislation
Selection Part E	SEL5.5	Sub-contractors infringement of environmental Legislation
Selection Part E	SEL5.6	Unlawful Discrimination
Selection Part E	SEL5.7	Sub-contractor checks for unlawful discrimination
Selection Part E	SEL5.8	Previous Software Product Delivery
Selection Part E	SEL5.9	Quality Management Policy
Selection Part E	SEL5.10	Quality Management System
Selection Part E	SEL5.12	Information Security
Selection Part E	SEL5.13	Server Location
Selection Part E	FOI1.1	Freedom of information
Selection Part E	FOI1.2	Freedom of information
		In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, UK SBS reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.

- 5.3.3 Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.
- 5.3.4 The evaluation model below shall be used for this RFI which will be determined to two decimal places.
- 5.3.5 Questions marked 'for information only' do not contribute to the scoring model.

Selection Scoring criteria

Evaluation Justification Statement

In consideration of this particular requirement UK SBS has decided to evaluate Potential Providers by adopting the weightings/scoring mechanism detailed within this RFI. UK SBS considers these weightings to be in line with existing best practice for a requirement of this type.

Questionnaire	Q No.	Question subject	Maximum Marks
Selection Part E	SEL5.1	References	95
Selection Part E	SEL5.11	Quality Management in Action	5

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

Selection Evaluation of criteria

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

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

Example if a Bidder scores 60 from the available 100 points this will equate to 12% by using the following calculation: Score/Total Points available multiplied by 20 ($60/100 \times 20 = 12$)

Where an evaluation criterion is worth 10% then the 0-100 score achieved will be multiplied by 10.

Example if a Bidder scores 60 from the available 100 points this will equate to 6% by using the following calculation: Score/Total Points available multiplied by 10 ($60/100 \times 10 = 6$)

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

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

0	The Question is not answered or the response is completely unacceptable.
10	Extremely poor response – they have completely missed the point of the question.
20	Very poor response and not wholly acceptable. Requires major revision to the response to make it acceptable. Only partially answers the requirement, with major deficiencies and little relevant detail proposed.
40	Poor response only partially satisfying the selection question requirements with deficiencies apparent. Some useful evidence provided but response falls well short of expectations. Low probability of being a capable supplier.
60	Response is acceptable but remains basic and could have been expanded upon. Response is sufficient but does not inspire.
80	Good response which describes their capabilities in detail which provides high levels of assurance consistent with a quality provider. The response includes a full description of techniques and measurements currently employed.
100	Response is exceptional and clearly demonstrates they are capable of meeting the requirement. No significant weaknesses noted. The response is compelling in its description of techniques and measurements currently employed, providing full assurance consistent with a quality provider.

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

Example

Evaluator 1 scored your bid as 60

Evaluator 2 scored your bid as 40

Evaluator 3 scored your bid as 80

Evaluator 4 scored your bid as 60

Your final score will $(60+40+80+60) \div 4 = 60$

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

5.3.6 During the selection stage, the intention is to arrive at a Short List of **5** maximum qualified Bidders will be considered for award stage evaluation. There is a minimum hurdle of not less than **60%** points out of the total possible points that must be reached. Any Bidders who are evaluated and who do not reach this minimum hurdle will be treated as ineligible for the Contract and will not proceed to award stage. After the application of the above hurdle, in the event that there are more than the maximum stated number of qualified Bidders, the selection questionnaires will be ranked. UK SBS also reserve the right to take fewer than the intended minimum number of Bidders through to the award stage in the event that fewer than 5 Bidders reach the minimum pass mark.

5.4. Evaluation process

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

Stage	Summary of activity
Receipt and Opening	<ul style="list-style-type: none"> • RFI logged upon opening in alignment with UK SBS's procurement procedures. • Any RFI response received after the closing date will be rejected unless circumstances attributed to UK SBS or the e-sourcing tool beyond the bidder control are responsible for late submission.
Compliance check	<ul style="list-style-type: none"> • Check all Mandatory requirements are acceptable to UK SBS. • Unacceptable responses may be subject to clarification by UK SBS or rejection of the Response.
Scoring of the Response	<ul style="list-style-type: none"> • Evaluation team will independently score the Response and provide a commentary of their scoring justification against the Selection criteria.
Moderation meeting(s)	<ul style="list-style-type: none"> • There shall be moderation meeting(s) between the evaluators to agree clarification questions • To agree final scoring for each Bid and relative rankings of the Bids.
Clarifications	<ul style="list-style-type: none"> • The Evaluation team may require written clarification of Responses.
Re - scoring of the Response and Clarifications	<ul style="list-style-type: none"> • Where relevant, the Evaluation team will independently re-score the Response following receipt of replies to Clarifications and provide a commentary of their re-scoring justification against the Selection criteria.
Shortlisting of Bidders	<ul style="list-style-type: none"> • UK SBS will shortlist the Bidders based on the Responses received and the Evaluation Model detailed in Section 5 of the RFI.
Validation of unsuccessful Bidders	<ul style="list-style-type: none"> • To confirm contents of the letters to provide details of scoring and relative feedback on the unsuccessful Bidders response in comparison with the successful Bidders response.

Section 6 – Selection questionnaire

6.1 Introduction

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

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

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 7 – General information

7.1. Introduction

- 7.1.1 UK SBS wishes to establish a Contract for the provision of software and systems integration services for the HR and Finance Digital Transformation Programme . 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 software, goods and services Contract being procured under the OJEU Restricted Procdeure
- 7.1.2 UK SBS is procuring the Contract for the list of customers provided in the OJEU Notice and associated Contracts Finder Notice .
- 7.1.3 UK SBS logo, trademarks and other identifying marks are proprietary and may not be incorporated in the Companies response without UK SBS’s written permission.
- 7.1.4 The Bidder shall indemnify and keep indemnified UK SBS against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Bidder of this document.
- 7.1.5 If there is any doubt with regard to the ambiguity of any question or content contained in this questionnaire then PLEASE ASK a clarification question, but please ensure that your question is via the formal clarification process in writing to the 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. 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 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 UK SBS. Submitted Responses which are deemed by UK SBS to be fully compliant will proceed to evaluation. These will be evaluated using the criteria and scores detailed in the matrix set out in [Section 5](#).
- 7.1.8 Following evaluation of the submitted Responses and approval of the outcome UK SBS intends to select a short list of Bidders to proceed to Award stage of this Procurement.
- 7.1.9 Whilst it is UK SBS’s and any relevant Other Public Bodies intention to purchase the majority of its software, goods and services under this Contract Arrangement from the Supplier(s) appointed this does not confer any exclusivity on the appointed Suppliers. UK SBS and any relevant Other Public Bodies reserve the right to purchase any software, goods and services and services (including those similar to the software, goods and services covered by this procurement) from any Supplier outside of this Contract..

- 7.1.10 UK SBS reserves the right not to conclude a Contract as a result of the current procurement process. Bidders should review the contents of Section 7 paragraph 7.8.1 when considering submitting their Response.
- 7.1.11 The **software, goods and services** covered by this procurement exercise have NOT been sub-divided into Lots.
- 7.1.12 UK SBS shall utilise the Crown Commercial Service (CCS – previously Government Procurement Service) Emptoris e-sourcing tool url <https://gpsesourcing.cabinetoffice.gov.uk/ss0/jsp/login.jsp> to conduct this procurement. There will be no electronic auction following the conclusion of the evaluation of the Request for Information (RFI) responses. Bidders will be specifically advised where attachments are permissible to support a question response within the e-sourcing tool. All enquiries with respect to access to the e-sourcing tool and problems with functionality within the tool may be submitted to Crown Commercial Service, Telephone 0345 010 3503.
- 7.1.13 Please utilise the messaging system within the e-sourcing tool located at <https://gpsesourcing.cabinetoffice.gov.uk/ss0/jsp/login.jsp> within the timescales detailed in Section 3. if you have any doubt as to what is required or will have difficulty in providing the information requested. Bidders should note that any requests for clarifications may not be considered by UK SBS if they are not articulated by the Bidder within the discussion forum within the e-sourcing tool.
- 7.1.14 Bidders should read this document, RFx attachments, messages and the evaluation questionnaires carefully before completing the Response submission. Failure to comply with any of these instructions for completion and submission of the Submitted Response may result in the rejection of the Response. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the goods/services/goods and services and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFI process automatically signals that the Bidder accepts these Conditions.
- 7.1.15 All material issued in connection with this RFI shall remain the property of UK SBS 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 UK SBS or securely destroyed by the Bidder (at UK SBS's option) at the conclusion of the procurement
- 7.1.16 The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and the Conditions of Response.
- 7.1.17 The Bidder shall not make contact with any other employee, agent or consultant of UK SBS 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 UK SBS.
- 7.1.18 UK SBS shall not be committed to any course of action as a result of:
- 7.1.18.1 issuing this RFI or any invitation to participate in this procurement ;
 - 7.1.18.2 an invitation to submit any Response in respect of this procurement;
 - 7.1.18.3 communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement; or

- 7.1.18.4 any other communication between UK SBS and/or any relevant OPB (whether directly or by its agents or representatives) and any other party.
- 7.1.19 Bidders shall accept and acknowledge that by issuing this RFI UK SBS shall not be bound to accept any Response and reserves the right not to conclude a Contract for some or all of the software, goods and services for which Responses are invited.
- 7.1.20 UK SBS reserves the right to amend, add to or withdraw all or any part of this RFI at any time during the procurement.
- 7.1.21 Bidders should not include in the Response any extraneous information which has not been specifically requested in the RFI including, for example, any sales literature, standard terms of trading etc. Any such information not requested but provided by the Bidder shall not be considered by UK SBS.
- 7.1.22 If the Bidder is a consortium, the following information must be provided: full details of the consortium; and the information sought in this RFI in respect of each of the consortium's constituent members as part of a single composite response. Potential 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 RFI. However, please note UK SBS reserves the right to require a successful consortium to form a single legal entity in accordance with regulation 19(6) of the Regulations. UK SBS 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 UK SBS 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 UK SBS 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 RFI first stage of procurement but may be held as part of the award stage (RFQ) with shortlisted bidders. This is still to be decided.

7.3. Confidentiality

- 7.3.1 Subject to the exceptions referred to in paragraph 7.3.2, the contents of this RFI are being made available by UK SBS on condition that:
- 7.3.1.1 Bidders shall at all times treat the contents of the RFI and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
- 7.3.1.2 Bidders shall not 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 may disclose detailed information relating to Responses to its employees, agents or advisers and UK SBS may make any of the Contract documents available for private inspection by its officers, employees, agents or advisers. UK SBS also reserves the right to disseminate information that is materially relevant to the procurement to all Bidders, even if the information has only been requested by one Bidder, subject to the duty to protect each Bidder's commercial confidentiality in relation to its Response (unless there is a requirement for disclosure as explained in paragraphs 7.4.1 to 7.4.3 below).
- 7.3.5 All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.
- For these purposes, UK SBS 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 UK SBS during this Procurement. Subject to section 7.4 below, the information will not be disclosed outside Government. Bidders taking part in this RFI consent to these terms as part of the competition process.
- 7.3.6 From 2nd April 2014 the Government is introducing its new Government Security Classifications ("GSC") classification scheme to replace the current Government Protective Marking System ("GPMS"). A key aspect of this is the reduction in the number of security classifications used. All Bidders are encouraged to make themselves aware of the changes and identify any potential impacts in their Bid, as the protective marking and applicable protection of any material passed to, or generated by, you during the procurement process or pursuant to any Contract awarded to you as a result of this tender process will be subject to the new GSC from 2nd April 2014. The link below to the Gov.uk website provides information on the new GSC: <https://www.gov.uk/government/publications/government-security-classifications>

7.3.7 UK SBS reserves the right to amend any security related term or condition of the draft contract accompanying this RFI to reflect any changes introduced by the GSC. In particular where this RFI is accompanied by any instructions on safeguarding classified information (e.g. a Security Aspects Letter) as a result of any changes stemming from the new GSC, whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies or otherwise. This may relate to the instructions on safeguarding classified information (e.g. a Security Aspects Letter) as they apply to the procurement as they apply to the procurement process and/or any contracts awarded to you as a result of the procurement process.

7.4 Freedom of information

7.4.1 In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA') and the Environmental Information Regulations 2004 (the 'EIR') (each as amended from time to time), UK SBS may be required to disclose information submitted by the Bidder to the to UK SBS.

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, UK SBS will endeavour to maintain confidentiality. Bidders should note, however, that, even where information is identified as commercially sensitive, UK SBS may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, UK SBS 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, UK SBS 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 UK SBS and the Bidder should not attempt to answer the request without first consulting with UK SBS.

7.4.5 Bidders are reminded that the Government's transparency agenda requires that sourcing documents, including RFI templates such as this, are published on a designated, publicly searchable web site, and, that the same applies to other sourcing documents issued by UK SBS, and any contract entered into by UK SBS with its preferred supplier once the procurement is complete. By submitting a response to this RFI Bidders are agreeing that their participation and contents of their Response may be made public.

7.5. Response Validity

7.5.1 Your Response should remain open for consideration for a period of 90 days. A Response valid for a shorter period may be rejected.

7.6. Timescales

7.6.1 [Section 3](#) of the RFI sets out the proposed procurement timetable. UK SBS reserves the right to extend the dates and will advise potential Bidders of any change to the dates.

7.7. UK SBS's Contact Details

- 7.7.1 Unless stated otherwise in these Instructions or in writing from UK SBS, all communications from Bidders (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement must be directed through the e-sourcing tool to the designated UK SBS contact.
- 7.7.2 All enquiries with respect to access to the e-sourcing tool may be submitted to Crown Commercial Service, Telephone 0345 010 3503.
- 7.7.3 Bidders should be mindful that the designated Contact should not under any circumstances be sent a copy of their Response outside of the e-sourcing tool. Failure to follow this requirement will result in disqualification of the Response.

7.8. Preparation of a Response

- 7.8.1 Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Responses. Bidders are solely responsible for all costs, expenses and other liabilities arising in connection with the preparation and submission of their Response and all other stages of the selection and evaluation process. Under no circumstances will UK SBS, or 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 UK SBS in accordance with the Conditions of Response and the Request for Information. Failure to comply with the Conditions and the Request for Information may lead UK SBS to reject a Response.
- 7.8.3 UK SBS relies on Bidders' own analysis and review of information provided. Consequently, Bidders are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Responses and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement.
- 7.8.4 Bidders must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding their Responses, without reliance upon any opinion or other information provided by UK SBS or their advisers and representatives. Bidders should notify UK SBS promptly of any perceived ambiguity, inconsistency or omission in this RFI, any of its associated documents and/or any other information issued to them during the procurement.
- 7.8.5 Bidders must ensure that each response to a question is within any specified word count. Any responses with words in excess of the word count will only be considered up to the point where they meet the word count, any additional words beyond the volume defined in the word count will not be considered by the evaluation panel.
- 7.8.6 Bidders must ensure that each response to a question is not cross referenced to a response to another question. In the event of a Bidder adding a cross reference it will not be considered in evaluation.

7.9. Submission of Responses

- 7.9.1 The Response must be submitted as instructed in this document through the e-sourcing tool. Failure to follow the instruction within each Section of this document, to omit responses to any of the questions or to present your response in alignment with any guidance notes provided may render the Response non-compliant and it may be rejected.

- 7.9.2 UK SBS may at its own absolute discretion extend the closing date and the time for receipt of Responses specified [Section 3](#).
- 7.9.3 Any extension to the RFI response period will apply to all Bidders.
- 7.9.4 Any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided. Failure to adhere to this requirement will result in the Response not being considered.
- 7.9.5 UK SBS does not accept responsibility for the premature opening or mishandling of Responses that are not submitted in accordance with the instructions of this document.
- 7.9.6 The Response and any documents accompanying it must be in the English language
- 7.9.7 Bidders must submit their response through the e-sourcing tool:
- 7.9.8 Responses will be submitted any time up to the date indicated in [Section 3](#). Responses received before this deadline will be retained in a secure environment, unopened until this deadline has passed.
- 7.9.9 Responses received after the date indicated in [Section 3](#) shall not be considered by UK SBS unless the Bidder can justify the reason for the delay.
- 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 bids@uksbs.co.uk in advance of 'the deadline' if a bidder believes their Response will be received late.
- 7.9.9.3 UK SBS 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.

7.10. Canvassing

- 7.10.1 Any Bidder who directly or indirectly canvasses any employee, or agent of UK SBS or its members or any relevant OPB or any of its employees concerning the establishment of the Contract or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Bidder, Response or proposed Response will be disqualified.

7.11. Disclaimers

- 7.11.1 Whilst the information in this RFI, 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, nor any relevant OPB's nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:
- 7.11.2.1 makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the RFI; or

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

7.11.3 Any persons considering making a decision to enter into contractual relationships with UK SBS and/or, as applicable, relevant OPB following receipt of the RFI should make their own investigations and their own independent assessment of UK SBS and/or, as applicable, relevant OPB and its requirements for the goods/services/goods and services and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the RFI or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with Paragraph 7.15 of this RFI.

7.12. Collusive behaviour

7.12.1 Any Bidder who:

7.12.1.1 fixes or adjusts the amount of its Response by or in accordance with any agreement or arrangement with any other party; or

7.12.1.2 communicates to any party other than UK SBS or, as applicable, relevant OPB the amount or approximate amount of its proposed Response or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Response or insurance or any necessary security); or

7.12.1.3 enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Response; or

7.12.1.4 enters into any agreement or arrangement with any other party as to the amount of any Response submitted; or

7.12.1.5 offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Response or proposed Response, any act or omission,

shall (without prejudice to any other civil remedies available to UK SBS and without prejudice to any criminal liability which such conduct by a Bidder may attract) be disqualified.

7.13. No inducement or incentive

7.13.1 The RFI is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Bidder to submit a Response or enter into the Contract or any other contractual agreement.

7.14. Acceptance of the Contract

7.14.1 The Bidder in submitting the Response undertakes that in the event of the Response being accepted by UK SBS and UK SBS confirming in writing such acceptance to the

Bidder, the Bidder will within **one (1) day** of being called upon to do so by UK SBS 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 UK SBS shall be under no obligation to accept the lowest priced or any Response.

7.15. Queries relating to the Response

7.15.1 All requests for clarification about the requirements or the process of this procurement shall be made in through the e-sourcing tool unless where the e-sourcing tool is unavailable due to Emptoris or Crown Commercial Service system maintenance or failure when a clarification by email to the contact defined in [Section 3](#).

7.15.2 UK SBS will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time.

7.15.3 In the event of a Bidder requiring assistance uploading a clarification to the e-sourcing portal they should use the contact details defined in [Section 3](#).

7.15.4 No further requests for clarifications will be accepted after 5 days prior to the date for submission of Responses.

7.15.5 In order to ensure equality of treatment of Bidders, UK SBS intends to publish the questions and clarifications raised by Bidders together with UK SBS'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 UK SBS 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 UK SBS's response, UK SBS will:

7.15.6.1 invite the Bidder submitting the query to either declassify the query and allow the query along with UK SBS'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 UK SBS 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, UK SBS may modify the RFI by amendment. Any such amendment will be numbered and dated and issued by UK SBS to all prospective Bidders. In order to give prospective Bidders reasonable time in which to take the amendment into account in preparing their Responses, UK SBS 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 UK SBS by recorded delivery or equivalent service and delivered to UK SBS at UK Shared Business Services Ltd, Procurement Policy Manager, Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1ET

7.18. Right to disqualify or reject

7.18.1 UK SBS reserves the right to reject or disqualify a Bidder where

7.18.1.1 the Bidder fails to comply fully with the requirements of this Request for Information or presents the response in a format contrary to the requirements of this document; and/or

7.18.1.2 the Bidder is guilty of serious misrepresentation in relation to its Response; expression of interest; or the Response process; and/or

7.18.1.3 there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder.

7.19. Right to cancel, clarify or vary the process

7.19.1 UK SBS 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 UK SBS 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 unsuccessful Bidders will be provided with an email advising the outcome of the submission of their RFI response.

Appendix ‘A’ Glossary of Terms

TERM	MEANING
“UK SBS”	means UK Shared Business Services Ltd herein after referred to as UK SBS.
“Bid”, “Response”, “Submitted Bid”, or “RFI Response”	means the Bidders formal offer in response to this Request for Information
“Bidders”	means the organisations being invited to respond to this Request for Information
“Central Purchasing Body”	means a duly constituted public sector organisation which procures goods/services for and on behalf of contracting authorities
“Conditions of Bid”	means the terms and conditions set out in this RFI relating to the submission of a Response
“Contract”	means the agreement to be entered by UK SBS and the Supplier following any award under the procurement
“Contracting Bodies”	means UK SBS and any other contracting authorities described in the OJEU Contract Notice
“Customer” / “Authority”	means the legal entity (or entities) for which any Contract agreed will be made accessible to. The term ‘Customer’ and ‘Authority’ are interchangeable.
“Due Diligence Information”	means the background and supporting documents and information provided by UK SBS for the purpose of better informing the Bidders responses to this Request for Information
"EIR"	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
“FoIA”	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
“Lot”	means a discrete sub-division of the requirements
“Mandatory”	means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
“OJEU Contract Notice”	means the advertisement issued in the Official Journal of the European Union
“Order”	means an order for served by any Contracting Body on the Supplier
“Other Public Bodies” or “OPB”	means all Contracting Bodies except UK SBS
“Request for Information” or “RFI”	means the document completed by Bidders at an earlier stage in the procurement used to shortlist Bidders under the Restricted procedure. This document is often referenced within other organisations as a Pre Qualification Questionnaire (PQQ)
“Supplier”	means the organisation awarded the Contract
“Software and Standard Goods /Services”	means any software, goods/services set out at within Section 4 Specification