

Request for Proposal



Request for Proposal (RFP) on behalf of Natural Environment Research Council (NERC)

Subject Provision of British Antarctic Food

Sourcing reference number FM160024

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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 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 Customers.

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

Section 2 – About Our Customer

The British Antarctic Survey (BAS), an institute of the [Natural Environment Research Council \(NERC\)](#), delivers and enables world-leading interdisciplinary research in the Polar Regions. Its skilled science and support staff based in Cambridge, Antarctica and the Arctic, work together to deliver research that uses the Polar Regions to advance our understanding of Earth and our impact on it.

Through its extensive logistic capability and know-how BAS facilitates access for the British and international science community to the UK polar research operation. Numerous national and international collaborations, combined with an excellent infrastructure, help sustain a world-leading position for the UK in Antarctic affairs. The UK is one of over thirty countries operating scientific research facilities in Antarctica.

Our funding

The BAS annual budget is around £50 million. The majority of this funding comes from NERC (Natural Environment Research Council) the leading funder of independent research, training and innovation in environmental science in the UK. NERC is one of [seven Research Councils](#), operating under the Department of Business, Innovation and Skills. NERC's activities and funding decisions are independent of government.

The UK focal point for polar research

BAS is the focal point for UK Antarctic research and operations. We also manage the NERC-funded [Arctic Research Programme](#) and operate and manage the UK Research Station at [Ny Alesund](#). Scientific access to the polar regions requires an operational infrastructure, including research stations, ships and aircraft, to provide the facilities and level of safety required in these remote and hostile parts of the planet.

Our strategy

Our [Vision and mission](#) are designed to improve knowledge about our planet, to advance understanding of the processes, vulnerability and risks that arise from natural and man-made phenomena. Our [Science Strategy](#) aims to increase our ability to predict environmental change, and inform the policy and economic decision making process that will help society adapt and thrive in the future. Our [Operational Strategy](#) aims to support Britain's polar research effort through the provision and management of large-scale polar infrastructure assets, services and facilities in the most cost-effective and efficient way possible.

Our people

BAS employs over 500 highly skilled and professional staff from several areas of expertise. More than 130 scientists publish more than 350 peer-reviewed papers each year focussed on issues of global significance across a range of physical, biological and geological sciences. We support a strong and vibrant Doctoral Training Programme with around 70 postgraduate researchers who will become the next generation of polar scientists. We employ highly skilled and professional logistics staff to support scientific expeditions using aircraft, ships, research stations and fieldwork.

To carry out our work, British Antarctic Survey operates BAS operates three research stations in the Antarctic and two on subantarctic South Georgia, and one in the Arctic.

Research platforms include also two modern ice-strengthened Royal Research Ships and a fleet of specially adapted aircraft and various off-the-shelf and specialised vehicles.

Rothera Research Station is situated on Adelaide Island to the west of the Antarctic Peninsula. The site includes a crushed rock runway, hanger and wharf. Rothera is the centre for biological research and for supporting deep-field and air operations. It is the largest British Antarctic facility and supports a wide range of collaborative science programmes.

Approximately 1,860km south of the Falkland Islands and 1,630km south-east of Punta Arenas in Chile. Adelaide Island is 140km long and heavily glaciated with mountains of up to 2,565 metres high. The station is built on a promontory of rock at the southern extremity of the Wormald Ice Piedmont.

The station is open throughout the year. In summer, the population peaks at just over 100 people. In the winter months, April to mid-October, a complement of around 22 continues the science work and looks after the station infrastructure

Halley Research Station is built on a floating ice shelf in the south-east of the Weddell Sea. Scientific research concentrates on atmospheric sciences, meteorology and chemistry. Halley has a snow runway and supports a number of summer field science activities. Halley is the first fully re-locatable research station in the world. Its iconic design houses a cutting-edge science platform and modern, comfortable accommodation.

At Halley typical winter temperatures are below -20°C with extreme lows of around -55°C. There is 24-hour darkness for 105 days per year when residents are completely isolated from the outside world by the surrounding sea ice.

Working in the Polar Regions is challenging. The success of our science and operational activity depends on a wide range of people with expertise in many disciplines. During winter there are usually around 16 overwintering staff (winterers). In the summer period, from late December to early March, these staff increase to around 70.

Bird Island Research Station concentrates on the biology of birds and seals, huge numbers of which live on the island. Bird Island lies off the north-west tip of South Georgia in the Southern Atlantic Ocean. It is separated by a 500-metre channel, Bird Sound, from the South Georgia mainland. It is approximately 1000km south-east of the Falkland Islands and is accessible only by boat or ship-supported helicopter.

The station has capacity for 10 personnel with two extra bunks for short-stay visitors. There are typically four personnel on station throughout winter, comprising of three zoological assistants and one person as technical support (e.g. an electrician, plumber or builder). The assistants currently complete eighteen months on station (without leaving the island) and specialise working with either seals, penguins or albatross, though are expected to contribute with whichever require their attention. The technician typically spends a year on station.

King Edward Point Station lies at the entrance to King Edward Cove, a small bay within Cumberland East Bay. Located midway along South Georgia it is approximately 1,400km (860 miles) from the Falkland Islands. Access is by boat or ship-based helicopter. The station focuses on applied fisheries research and supports the [Government of South Georgia and the South Sandwich Islands](#).

Typically King Edward Point station has 22 people living on station during the summer months and 12 people on station throughout the winter. Although the station can accommodate nearly 40 people, numbers are kept to a more manageable level.

The [Government of South Georgia and South Sandwich Islands](#) (GSGSSI) employs three Government officers who live and work at King Edward Point on an overlapping rota basis (eight months' work, four months' leave).

Signy Island is one of the South Orkney Islands, situated in the Southern Ocean to the north of the Weddell Sea, and approximately 900km south-west of South Georgia. The Station is operated during summer months only and can house a maximum of 8 personnel. Scientific research covers Penguin, seabird and seal biology, limnology and terrestrial biology related to the southern ocean ecosystems and climate change. Long-term monitoring, in particular for the Committee for the Conservation of Antarctic Marine Living Resources (CCAMLR).

Two modern ice-strengthened Royal Research Ships, the [RRS James Clark Ross](#) (JCR) and the [RRS Ernest Shackleton](#) (ES) support the Britain's Antarctic and Arctic operations. In September/October of each year both vessels sail to Antarctica from the UK and return the following May/June for annual refit before JCR deploys to the Arctic and ES undertakes commercial charter work. The ships are registered at Stanley in the Falkland Islands.

The BAS ships are a lifeline to the UK's presence in Antarctica. They supply the stations with food, drink, equipment and infrastructure. With the exception of sewage and food, they also remove all waste generated by BAS operations.

RRS James Clark Ross (JCR), launched by HM the Queen in 1990, is primarily a marine research vessel for biological, oceanographic and geophysical cruises. It is equipped with a suite of laboratories and winch systems that allows scientific equipment to be deployed astern or amidships. The ship has an extremely low noise signature, allowing the deployment of sensitive acoustic equipment. A swath bathymetry system was fitted in 2000. The JCR also carries out some cargo and logistical work. During the northern summer the JCR supports NERC research, largely in the Arctic. The vessel can accommodate on board a maximum of 80 personnel, 27 Officers and crew, a Doctor, and 52 Expedition Personnel.

RRS Ernest Shackleton (ES), launched in 1995, is primarily a logistics vessel used to transport cargo, fuel and passengers. The ship also has a basic scientific capability and undertakes some research work. During the northern summer, the ES is commercially chartered and usually works in the North Sea. Built by Kverner Kleiv Leirvik A/S, Norway as the MV Polar Queen for the Rieber Shipping of Bergen she was deployed in the Antarctic by other national programmes before being acquired by The British Antarctic Survey in August 1999. The vessel was renamed RRS *Ernest Shackleton* after the famed polar explorer. The vessel is ice strengthened and capable of a wide range of logistic tasks as well as having a scientific capability. She has a cargo tender "Tula" on deck for ship-to-shore transfer of equipment for those occasions when the ship cannot berth alongside. The vessel can accommodate on board a maximum of 72 personnel, 22 Officers and crew, and 50 Expedition Personnel.

Section 3 – Working with UK Shared Business Services Ltd.

Section 3 – Contact details		
3.1	Customer Name and address	National Environment Research Council (NERC) British Antarctic Survey (BAS) Cambridge CB3 0ET
3.2	Buyer	Matthew Fowler / Huw Pearce
3.3	Buyer contact details	fmprocurement@uksbs.co.uk
3.4	Estimated value of the Opportunity	Lot 1 - Vessel £250,000 Lot 2 - Station dry £100,000 to £125,000 Lot 3 - Station frozen £100,000 to £125,000 Lot 4 – Bonded stores £105,000 per Annum with a 3 year contract with two 1 year optional extensions (3+1+1).
3.5	Process for the submission of clarifications and Bids	All correspondence shall be submitted within the Emptoris e-sourcing tool. Guidance Notes to support the use of Emptoris is available here. 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 OJEU.	16/05/2016
3.7	Date RFP available to Bidders	18/05/2016
3.8	Latest date / time RFP clarifications should be sent be received through Emptoris	06/06/2016 11:00 AM
3.9	Latest date / time RFP clarification answers should be sent to all potential Bidders through Emptoris	15/06/2016 14:00 PM
3.10	Closing date and time for Bidder to	23/06/2016

	request RFP documents	11:00
3.11	Closing date and time for Bidder to submit their response ('the deadline').	27/06/2016 14:00
3.12	Clarifications and / or site visits (if required)	27/06/2016 to 11/07/2016 Clarifications will be issued via the portal to arrange site visits (if needed)
3.13	Notification of proposed Contract award to unsuccessful bidders	14/07/2016
3.14	Anticipated Contract Award Date	29/07/2016
3.15	Commencement of Contract	01/08/2016
3.16	Bid Validity Period	90 Days

Section 4 – Specification and about this procurement

UK SBS wishes to establish a Contract for the provision of this requirement.

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 tender event is based on the following Lots:

Lot 1 – Vessel

Lot 2 – Station Dry

Lot 3 – Station Frozen

Lot 4 – Bonded stores

It is intended that a sole provider will be appointed for each Lot detailed above, and identified within the pricing schedule.

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

The British Antarctic Survey (BAS), in support of five research stations in and around Antarctica and two polar vessels, is required to supply provisions for personnel on the continent and on board the ships.

During the Antarctic summer there can be more than 250 scientists and support personnel stationed around the region. Everything they need to survive and work needs to be imported by air or sea. Those 50 or so who remain in Antarctica during the winter need adequate supplies for over six months of isolation.

The provisioning requirement falls into three distinct categories: the storing of the Polar vessels, the annual re-supply of the Antarctic Stations, and the provision of bonded stored to ships and stations.

1. Lot 1: Polar vessels

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

Two modern ice strengthened Royal Research Ships support the British Antarctic Survey's Antarctic/Arctic operations.

While both ships can perform logistics and science support roles, RRS James Clark Ross, with some of Britain's most advanced facilities for oceanographic research is the platform for most of the marine science undertaken.

RRS Ernest Shackleton is primarily a logistic ship, used for the resupply of the Survey's stations with occasional science and specialist tasking

Ambient and frozen provisions are required to support crew, scientific personnel and other

associated persons sailing on-board the vessels RRS James Clark Ross & RRS Ernest Shackleton during their annual deployments.

2. **Lots 2 & 3: Polar Stations**

The British Antarctic Survey operates four research stations throughout the year in the Antarctic. The stations are:

- Bird Island, South Georgia
- King Edward Point, Cumberland Bay, South Georgia
- Rothera, Adelaide Island
- Halley, Coats Land

All four stations are staffed on a full time basis and operate continuously throughout the year.

BAS also operates a summer only Station at Signy, South Orkneys

Each needs an annual replenishment of materials and equipment which are delivered by BAS vessels during the Antarctic summer field season. One of the most important elements of the resupply exercise is the re stocking of food supplies.

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

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

We will not know the sailing dates or requirements until later in the season. At this moment in time the supply dates are likely to be May and July for the smaller vessel orders, and September and October for all Station and vessel Antarctic supply. Details of station supply requirements are likely to be available in June; and once contract is in place BAS will deal directly with the suppliers to determine supply and call forward dates.

BAS PACKING AND SHIPPING SPECIFICATION – DRY, FRESH AND FROZEN PROVISIONS.

PROVISIONS

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

lifted by one person.

Packing

Consolidated packing

All foodstuffs for King Edward Point, Bird Island and Signy should be repacked into BAS supplied packing cases or export cases constructed from a heavy duty double wall board with a moisture resistant coating on the outer liner or suitable alternatives.

Where foodstuffs are re-packed it is anticipated that where possible provisions are removed from manufacturers outer packaging in order to reduce plastic and cardboard waste, and that **minimal** plain brown sizzle paper should be used as a packing medium to protect products in glass jars or bottles. Plastic based inert packing fillers such as polystyrene chips and Flopack MUST NOT BE USED, as they contravene Antarctic Environmental Legislation.

Cases must be accurately weighed and should not exceed 30 kgs gross weight.

Containerised packing

Foodstuffs for Rothera and Halley will be containerised on either plastic or ISPM15 consolidated pallets and should remain in their original packaging.

Marking for consolidated packing

All cases must be marked with the clearly legible Shipping Mark on two sides and the case number on the other sides. An example of the Shipping Mark is as follows:-

Case Number	H-16-1001
Destination	SIGNY
Gross Weight	28 kgs
Cube	0.06 cu. metres

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

The standard details will be by bar coded adhesive label.

Certain foodstuffs require additional marking to aid priority identification and these fall into two categories.

Foodstuffs affected by freezing. – red band

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

All soft drinks
All tinned vegetables
All tinned fruit and juices
Evaporated milk and cream
Spaghetti in tomato sauce
All sauces and pickles
Beanshoots, bamboo shoots and water chestnuts

Foodstuffs requiring cool stowage – blue band

Confectionery requires refrigerated transportation at +4°C and cases must be identified by a separate number series which will be advised by BAS

Documentation

BAS Shipping documentation is prepared from the packing lists provided by suppliers. For cases the essential information required includes the following and should be provided in spreadsheet format as directed by BAS Shipping Section.

Case Number:

Accurate Description of Contents including BAS item number:

Exact Gross Weight (to nearest kilo):

Actual Case Measurements (cms):

Cube (cu. metres):

BAS will advise supplier of case number series to be used and any special project markings.

Containerised food will require details of each pallet listing including gross weight.

These detailed packing lists will be required by BAS Shipping Section approximately 4 weeks prior to receiving cargo to the docks in order that the consignment may be checked and ships export manifest completed.

There may be on-site inspections of packed Supplies prior to shipment FAS.

All appropriate export documentation is to be completed and forwarded to ships agents prior to shipment; copies should accompany the consignment to the docks, together with Standard Shipping Notes.

Delivery

All deliveries are usually FAS Humberside port; receiving dates will be advised by BAS. All

cases must be palletised for delivery and a list indicating the case numbers of every package loaded on each pallet must be clearly shown on the opposite sides of each pallet.

BAS PACKING AND SHIPPING SPECIFICATION - REFRIGERATED PRODUCE

Packing

All supplies are to be packed to withstand several handlings. Where possible manufacturers cartons to be used unless their conditions necessitate re-packaging. No carton weight to exceed **30kg**.

All cases to be shrink-wrapped in **heavy duty** polythene.

Marking

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

e.g SIGNY

CASE NO H16-3001

BAS will issue case number series and any special project markings.

A description of contents is also required and where this is not printed on the case by the manufacturer, it should be written underneath the case number, again in 5cms high lettering.

NB: Please ensure any labels used for case markings are sealed beneath the shrink wrapping, if possible different colour labels to be used for each separate consignment to aid identification and ensuring they do not obliterate the description of case contents.

Documentation

BAS Shipping documentation is prepared from the packing lists provided by suppliers. The essential information required includes the following which is to be supplied in spreadsheet format as detailed by BAS Shipping Section:-

Case number:

Description of contents including BAS item number:

Gross weight (to nearest kilo):

Case measurements (cms):

Cube (cu. metres):

These detailed packing lists will be required by BAS Shipping Section approximately 2 weeks prior to receiving cargo at the docks in order that the consignment may be checked and ships export manifest completed.

These lists **MUST** reflect the actual number of cases to be delivered and tally with the

export documentation supplied for HM Revenue & Customs.

All appropriate export documentation is to be completed and forwarded to ships agents prior to delivery; a copy should accompany the consignment to the docks together with Standard Shipping Notes.

There may be on-site inspections of packed Supplies prior to shipment FAS.

Delivery

All deliveries are FAS, usually a Humberside Port, receiving dates will be advised by BAS Shipping Section.

Cases to be palletised within confines of pallet to enable container stowage. Each pallet to be clearly marked with destination and case numbers.

Alternative Items

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

Standards

Please review and ensure that "APPENDIX B - THE GOVERNMENT BUYING STANDARD FOR FOOD AND CATERING SERVICES" is followed to ensure the appropriate standards are adhered.

3. Lot 4: Bonded stores

As part of its catering and hospitality provision BAS supplies its stations and ships with Bonded stores which are then sold onto its staff on research stations and ships.

This is a run by the ships pursers and Station Leaders. Orders will be consolidated and placed by BAS once a year.

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

We will not know the sailing dates or requirements until later in the season. At this moment in time the supply dates are likely to be May and July for the smaller vessel orders, and September and October for all Station and vessel Antarctic supply. Details of station supply requirements are likely to be available in June; and once contract is in place BAS will deal directly with the suppliers to determine supply and call forward dates.

PACKING AND SHIPPING SPECIFICATION – Bonded stores

Packing

Cases to be palletised within confines of pallet to enable container stowage. Each pallet to be clearly marked with destination and case numbers. All supplies are to be packed to withstand several handlings. Where possible

manufacturers cartons to be used unless their conditions necessitate re-packaging.

All pallets to be shrink-wrapped in **heavy duty** polythene.

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

Marking

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

e.g SIGNY

CASE NO H16-3001

BAS will issue case number series and any special project markings.

NB: Please ensure any labels used for case markings are sealed beneath the shrink wrapping, if possible different colour labels to be used for each separate consignment to aid identification and ensuring they do not obliterate the description of case contents.

Documentation

BAS Shipping documentation is prepared from the packing lists provided by suppliers. The essential information required includes the following which is to be supplied in spreadsheet format as detailed by BAS Shipping Section:-

Case number:

Description of contents including BAS item number:

Gross weight (to nearest kilo):

Pallet measurements (cms):

Cube (cu. metres):

These detailed packing lists will be required by BAS Shipping Section approximately 2 weeks prior to receiving cargo at the docks in order that the consignment may be checked and ships export manifest completed.

These lists **MUST** reflect the actual number of cases to be delivered and tally with the export documentation supplied for HM Revenue & Customs.

All appropriate export documentation is to be completed and forwarded to ships agents prior

to delivery; a copy should accompany the consignment to the docks together with Standard Shipping Notes.

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

Delivery

All deliveries are FAS, usually a Humberside Port, receiving dates will be advised by BAS Shipping Section.

Cases to be palletised within confines of pallet to enable container stowage. Each pallet to be clearly marked with destination and case numbers.

Alternative Items

Should the supplier not be able to supply any of the required supplies, the supplier must provide suitable alternatives at the original agreed price of other products. (E.g. if they cannot provide 200 cases of Bottled Becks they provide the equivalent amount in other brand lager). Should this situation arise the supplier should inform BAS immediately (details to be provided to the successful company). This should be agreed by e-mail.

Taxation

The supplies are to be delivered directly to the ships to be FAS bonded supplies so should not incur UK taxation.

Requirements for Timber

1. All Timber and wood-derived products for supply or use in performance of the contract must be independently verifiable and come from:

1.1a Legal source; and

1.2 a Sustainable source, which can include a FLEGT-licensed or equivalent source.

NOTE

Pricing - all volumes stated within the 2 Price Matrix are based on historic ordering levels, we do not guarantee the same volumes.

Lots – That this requirement is listed as 4 individual Lots as per the Pricing Schedule. This is up to the supplier's discretion on the number of Lots they bid for.

Classes of Food – Can all suppliers please insert the Class of Food that they propose to supply into the Pricing Spreadsheet. Please ensure that all classes of Food are in line with the government standards.

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

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, the Customer and any specific external stakeholders UK SBS deem required

5.2 Evaluation of Bids

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

5.3. SELECTION questionnaire

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

Selection Pass/fail criteria		
Questionnaire	Q No.	Question subject
Selection Part 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 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	SEL5.1	References
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	FOI1.1	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 RFP 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 RFP. 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
Please see point 5.4.4 below			

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 $(60+40+80+60) \div 4 = 60$

5.4. AWARD questionnaire

5.4.1 The award questionnaire shall be marked against the following Mandatory or discretionary pass / fail criteria. Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.

Award Pass/fail criteria		
Questionnaire	Q No.	Question subject
Commercial	AW1.1	Form of Bid
Commercial	AW1.2	Bid validity period
Commercial	AW1.3	Certificate of bona fide Bid
Commercial	AW4.1	Compliance to the Contract Terms
Commercial	AW4.2	Changes to the Contract Terms
Price	AW5.1	Firm and fixed price
Price	AW5.3	Open book policy
Commercial	AW5.5	E Invoice
Commercial	AW5.6	E Invoice implementation
Quality	AW6.1	Compliance to the Specification
Quality	AW6.5	Please provide your escalation process / Business Continuity Plan and Disaster recovery plan. Maximum word count: 1000 words including attachments
Quality	AW6.6	Meat and Fish sourcing must comply with the specification.
Quality	AW6.7	All deliveries must be made in applicable Temperature controlled vehicles?
Quality	AW6.8	Delivery Timescales will be set and cannot be missed, can you confirm that these dates will not be missed?
Quality	AW6.9	Please advise what Lot / Lots you are bidding for?
Quality	AW6.10	If you are bidding for multiple lots please advise your order of preference of which you would like to be awarded the contract?

Quality	AW6.11	Please confirm you will comply with the attached Appendix B - The Government Buying Standard for Food and Catering Services. In addition, as and when required you will, provide confirmation details of compliance when requested and agree, when requested, that you will provide a report detailing your compliance with the relevant standards applicable.
Price	AW6.12	Please confirm your price shall remain firm for the first 12 months of the contract. Thereafter, the supplier shall provide documentation substantiating any changes with suggested prices based on contract records and supplier buying records so that an agreed Mark Up can be agreed at the end of each year in preparation for the following.
Price	AW6.13	If you are bidding for multiple Lots, please confirm the percentage discount you would offer if successful in multiple Lots.
-	-	Request for Quotation response – received on time within the e-sourcing tool
In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, 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.		

5.4.2 The Award questionnaire shall be marked against the following Award scoring criteria.

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

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

Award Scoring criteria

Evaluation Justification Statement

In consideration of this particular requirement UK SBS has decided to evaluate Potential Providers by adopting the weightings/scoring mechanism detailed within this RFP. 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
Quality	PROJ1.4	Please provide a details	30%

		method statement to detail how you would ensure that each order is completed and delivered in line with the strict delivery timescales	
Bidder Guidance	<p>Bidders are asked to provide a details method statement which details how you would ensure that each order is completed and delivered in line with the strict delivery timescales.</p> <p>Your response should cover from receipt of an order from BAS to the delivery at the nominated port. Within your response please ensure that as a minimum you cover the following areas:</p> <ul style="list-style-type: none"> • Process on receipt of order • How you will manage and coordinate suppliers / subcontractors • Ordering / Lead time / of Supplies • Correct Packing and Delivery of Supplies • Example Project plan <p>An attachment is allowed for this question.</p> <p>Maximum word count: 1000 words including attachments. Bid responses over 1000 words will only be scored based on the words within the prescribed limit.</p>		
Scoring Criteria	Scoring is based on the 0 to 100 scoring methodology.		
Quality	PROJ1.5	Please identify what you feel would be the top 5 risks and how you plan to mitigate these risks.	25%
Bidder Guidance	<p>Bidders are asked to identify what they feel are the top 5 risks within the contract and how they plan to mitigate against these.</p> <p>An attachment is allowed for this question.</p> <p>Maximum word count: 1000 words. Bid responses over 1000 words will only be scored based on the words within the prescribed limit.</p>		
Scoring Criteria	Scoring is based on the 0 to 100 scoring methodology.		
Quality	PROJ1.6	Please detail what measures / processes you would employ in order to ensure that incomplete or unsuitable food deliveries are rectified in order to ensure they meet the required delivery timescales	20%
Bidder Guidance	<p>Bidders are asked to provide details of what measures / process they would employ in order to ensure that incomplete or unsuitable food deliveries are rectified in order to ensure they meet the required delivery timescales.</p> <p>Your response should cover the following areas:</p> <ul style="list-style-type: none"> • Measures / Processes employed • Escalation procedures 		

	<ul style="list-style-type: none"> • How you ensure that delivery timescales are met • Lessons Learned procedure <p>An attachment is allowed for this question.</p> <p>Maximum word count: 1000 words. Bid responses over 1000 words will only be scored based on the words within the prescribed limit.</p>		
Scoring Criteria	Scoring is based on the 0 to 100 scoring methodology.		
Quality	AW6.3	<p>If you are going to utilise Sub-Contractors please outline how you propose to ensure that the quality, standards and delivery criteria specified in the requirement are adhered too?</p> <p>Maximum word count: 1000 words including attachments</p>	Information only
Quality	AW6.14	Please detail any relevant Food Standard Qualifications held	Information only
Price	PROJ1.6	Please complete the attached Pricing Schedule for a list of prices, please clearly outline where alternatives have been priced?	20%
Price	PROJ1.7	Prompt payment discount	5%

Award Evaluation of criteria

Non-Price elements

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

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

Example if a Bidder scores 60 from the available 100 points this will equate to 12% by using the following calculation: Score/Total Points available multiplied by 20 (60/100 x 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 $(60+40+80+60) \div 4 = 60$

Price elements will be judged on the following criteria.

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

All other bids shall be scored on a pro rata basis in relation to the lowest price. The score is

then subject to a multiplier to reflect the percentage value of the price criterion.

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

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

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

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

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

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

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

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

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

5.5. Evaluation process

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

Stage	Summary of activity
Receipt and Opening	<ul style="list-style-type: none">RFP logged upon opening in alignment with UK SBS's procurement procedures.Any RFP Bid received after the closing date will be rejected unless circumstances attributed to 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 Bids maybe subject to clarification by UK SBS or rejection of the Bid.
Scoring of the Bid	<ul style="list-style-type: none">Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the Selection criteria.
Clarifications	<ul style="list-style-type: none">The Evaluation team may require written clarification to Bids
Re - scoring of the Bid and Clarifications	<ul style="list-style-type: none">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.
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 RFP.
Validation of	<ul style="list-style-type: none">To confirm contents of the letters to provide details of scoring and

unsuccessful Bidders	relative feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.
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Section 6 – Selection and award questionnaires

Section 6 – Selection questionnaire

6.1 Introduction

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

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

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 6 – Award questionnaire

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

6.3 Guidance on completion of the questions is available at
<http://www.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 Provision of British Antarctic Food 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 Contract being procured under the OJEU Open Procedure
- 7.1.2 UK SBS is procuring the Contract for NERC/BAS, on whose behalf UKSBS is operating as procurement partner only. The resulting contract will be entirely managed by NERC/BAS.
- 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 Supplies 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 supplies and services (including those similar to the supplies 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 Supplies covered by this procurement exercise have been sub-divided into Lots.

Lot	Description	Number of successful suppliers required for this lot
Lot 1	Vessel	1
Lot 2	Station Dry	1
Lot 3	Station Frozen	1
Lot 4	Bonded Stores	1

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/sso/jsp/login.jsp> to conduct this procurement. There will be no electronic auction following the conclusion of the evaluation of the Request for Proposal (RFP) responses. Bidders will be specifically advised where attachments are permissible to support a question response within the e-sourcing tool. All enquiries with respect to access to the e-sourcing tool and problems with functionality within the tool may be submitted to Crown Commercial Service, Telephone 0345 010 3503.

7.1.13 Please utilise the messaging system within the e-sourcing tool located at <https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp> within the timescales detailed in [Section 3](#). if you have any doubt as to what is required or will have difficulty in providing the information requested. Bidders should note that any requests for clarifications may not be considered by 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 supplies contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.

7.1.15 All material issued in connection with this RFP 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 RFP 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 RFP 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 supplies 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 RFP 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 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 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 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 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.

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

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 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 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 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 RFP Bidders are agreeing that their participation and contents of their Response may be made public.

7.5. Response Validity

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

7.6. Timescales

- 7.6.1 [Section 3](#) of the RFP sets out the proposed procurement timetable. 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 Proposal. Failure to comply with the Conditions and the Request for Proposal 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 RFP, any of its associated documents and/or any other information issued to them during the procurement.
- 7.8.5 Bidders must ensure that each response to a question is within any specified word count. Any responses with words in excess of the word count will only be considered up to the point where they meet the word count, any additional words beyond the volume defined in the word count will not be considered by the evaluation panel.
- 7.8.6 Bidders must ensure that each response to a question is not cross referenced to a response to another question. In the event of a Bidder adding a cross reference it will not be considered in evaluation.

7.9. Submission of Responses

- 7.9.1 The Response must be submitted as instructed in this document through the e-sourcing tool. Failure to follow the instruction within each Section of this document, to omit responses to any of the questions or to present your response in alignment with any guidance notes provided may render the Response non-compliant and it may be rejected.
- 7.9.2 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 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 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 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, 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 UK SBS and/or, as applicable, relevant OPB following receipt of the RFP should make their own investigations and their own independent assessment of UK SBS and/or, as applicable, relevant OPB and its requirements for the supplies and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the RFP or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with Paragraph 7.15 of this RFP.

7.12. Collusive behaviour

7.12.1 Any Bidder who:

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

7.12.1.2 communicates to any party other than UK SBS 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 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 UK SBS and UK SBS confirming in writing such acceptance to the Bidder, the Bidder will within 10 days 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 RFP 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 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 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 RFP response.

Appendix ‘A’ Glossary of Terms

TERM	MEANING
“UK SBS”	means UK Shared Business Services Ltd herein after referred to as UK SBS.
“Bid”, “Response”, “Submitted Bid”, or “RFP Response”	means the Bidders formal offer in response to this Request for Proposal
“Bidders”	means the organisations being invited to respond to this Request for Proposal
“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 RFP relating to the submission of a Bid
“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”	means the legal entity (or entities) for which any Contract agreed will be made accessible to.
“Due Diligence Information”	means the background and supporting documents and information provided by UK SBS for the purpose of better informing the Bidders responses to this Request for Proposal
"EIR"	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
FoIA	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
“Lot”	means a discrete sub-division of the requirements
“Mandatory”	Means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
“OJEU Contract Notice”	means the advertisement issued in the Official Journal of the European Union
“Order”	means an order for served by any Contracting Body on the Supplier
“Other Public Bodies”	means all Contracting Bodies except UK SBS
“Request for Proposal” or “RFP”	means this Request for Proposal documentation and all related documents published by UK SBS and made available to Bidders and includes the Due Diligence Information. NOTE: This document is often referred to as an Invitation to Tender within other organisations
“Supplier”	means the organisation awarded the Contract
“Standard Goods /Services”	means any goods/services set out at within Section 4 Specification