

Request for Proposal



Request for Proposal (RFP) on behalf of UK Research and Innovation – Science and Technology Council (STFC)

Subject: FEBE Power Converters

Sourcing Reference Number: RE20283

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Section 1 – About UK Shared Business Services

Putting the business into shared services

UK Shared Business Services Ltd (UK SBS) brings a commercial attitude to the public sector; helping Contracting Authorities improve efficiency, generate savings and modernise. It is our vision to become the leading service provider for Contracting Authorities of shared business services in the UK public sector, continuously reducing cost and improving quality of business services for Government and the public sector.

Our broad range of expert services is shared by our Contracting Authorities. This allows our customers the freedom to focus resources on core activities; innovating and transforming their own organisations.

Core services include Procurement, Finance, Grants Admissions, Human Resources, Payroll, ISS, and Property Asset Management all underpinned by our Service Delivery and Contact Centre teams.

UK SBS is a people rather than task focused business. It's what makes us different to the traditional transactional shared services centre. What is more, being a not-for-profit organisation owned by the Department for Business, Energy & Industrial Strategy (BEIS), UK SBS' goals are aligned with the public sector and delivering best value for the UK taxpayer.

UK Shared Business Services Ltd changed its name from RCUK Shared Services Centre Ltd in March 2013.

Our Customers

Growing from a foundation of supporting the Research Councils, 2012/13 saw Business Innovation and Skills (BIS) transition their procurement to UK SBS and Crown Commercial Services (CCS – previously Government Procurement Service) agree a Memorandum of Understanding with UK SBS to deliver two major procurement categories (construction and research) across Government.

UK SBS currently manages £700m expenditure for its Contracting Authorities. Our Contracting Authorities who have access to our services and Contracts are detailed [here](#).

Privacy Statement

At UK Shared Business Services (UK SBS) we recognise and understand that your privacy is extremely important, and we want you to know exactly what kind of information we collect about you and how we use it.

This privacy notice link below details what you can expect from UK SBS when we collect your personal information.

- We will keep your data safe and private.
- We will not sell your data to anyone.
- We will only share your data with those you give us permission to share with and only for legitimate service delivery reasons.

<https://www.uksbs.co.uk/use/pages/privacy.aspx>

For details on how the Contracting Authority protect and process your personal data please follow the link below:

<https://www.ukri.org/privacy-notice/>

Section 2 – About the Contracting Authority

UK Research and Innovation

Operating across the whole of the UK and with a combined budget of more than £6 billion, UK Research and Innovation represents the largest reform of the research and innovation funding landscape in the last 50 years.

As an independent non-departmental public body UK Research and Innovation brings together the seven Research Councils (AHRC, BBSRC, EPSRC, ESRC, MRC, NERC, STFC) plus Innovate UK and a new organisation, Research England.

UK Research and Innovation ensures the UK maintains its world-leading position in research and innovation. This is done by creating the best environment for research and innovation to flourish.

For more information, please visit: www.ukri.org

Section 3 – Working with the Contracting Authority.

Section 3 – Contact details		
3.1.	Contracting Authority Name and address	UK Research and Innovation Polaris House Swindon SN2 1FL
3.2.	Buyer	Tim Johnston
3.3.	Buyer contact details	Research.tenders@uksbs.co.uk
3.4.	Estimated value of the Opportunity	£176,000.00 excluding VAT, Maximum value of £244,000.00 excluding VAT
3.5.	Process for the submission of clarifications and Bids	All correspondence shall be submitted within the Messaging Centre of the e-sourcing tool. Guidance Notes to support the use of Delta eSourcing are available here. Please note submission of a Bid to any email address including the Buyer <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.	Monday 20 th July 2020
3.7.	Date RFP available to Bidders on Contracts Finder	Thursday 23 th July 2020
3.8.	Latest date / time RFP clarification questions shall be received through Delta eSourcing messaging system	Tuesday 18 th August 2020 11.00
3.9.	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through Delta eSourcing Portal	Thursday 20 th August 2020 11.00
3.10.	Closing date and time for Bidder to request RFP documents	Thursday 27 th August 2020 10.00
3.11.	Closing date and time for Bidder to submit their response (' the deadline ').	Friday 28 th August 2020 11.00
3.12.	Clarifications (if required)	Friday 28 th August 2020 – Monday 7 th September 2020
3.13.	Notification of proposed Contract award to unsuccessful bidders	Friday 18 th September 2020
3.14.	Anticipated Contract Award Date	Thursday 1 st October 2020
3.15.	Commencement of Contract	Friday 9 th October 2020
3.16.	Completion of Contract	12 th February 2021
3.17.	Bid Validity Period	90 Days

Section 4 – Specification and about this procurement

Executive Summary

UK Shared Business Services Ltd (UK SBS) on behalf of UK Research and Innovation (UKRI), wishes to establish a Contract for the purchase of 22 power converters (plus an optional extra for a noncommittal additional 2 units, ordered collectively with the 22 power converters) as per the specification below.

UK SBS is managing this procurement process in accordance with the Public Contracts Regulations 2015 (as may be amended from time to time) (the “Regulations”).

This is a Supplies Contract being procured under the Open OJEU Procedure regulations.

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

This Contract will be awarded to a sole supplier.

1. Introduction and Scope

1.1. Glossary

STFC	- Science & Technology Facilities Council
DL	- Daresbury Laboratory
CLARA	- Compact Linear Accelerator for Research and Applications
ASTeC	- Accelerator Science and Technology Centre
FEL	- Free-Electron Laser
A	- Ampere
V	- Volt
AC	- Alternating Current
DC	- Direct Current
MeV	- Mega Electron Volt
EPICS	- Experimental Physics and Industrial Control System
PLC	- Programmable Logic Controller
LED	- Light Emitting Diode
mH	- milli Henry
PPM	- Parts Per Million
PCB	- Polychlorinated Biphenyl
ADC	- Analogue to Digital Converter
DAC	- Digital to Analogue Converter
°C	- Degrees Centigrade
CDR	- Conceptual Design Report
Hz	- Hertz
CE	- Conformité Européenne / European Conformity
Pk-Pk	- Peak to Peak
IP	- International Protection / Ingress Protection
ISO	- International Organization for Standardization
IEC	- International Electro-technical Commission
COSHH	- Control Of Substances Hazardous to Health
ASCII	- American Standard Code for Information Interchange

1.2. Introduction

The Accelerator Science and Technology Centre (ASTeC) at STFC Daresbury Laboratory is currently designing a new FEL test facility, CLARA – the Compact Linear Accelerator for Research and Applications. The facility will be used for research into efficient FEL schemes to produce ultra-short pulses of high-brightness coherent light. The electron beamline will transport an electron beam from the 5 MeV gun through a series of linacs accelerating the beam to a final energy of 250 MeV. The CLARA Conceptual Design Report (CDR) was published in July 2013 and can be found on the ASTeC website. http://www.stfc.ac.uk/ASTeC/resources/PDF/CLARA_CDRv2.pdf.

1.3. Scope

This specification covers the procurement of 4-quadrant power converters for the CLARA project – phase 2. A total of 22 power converters are required (plus an optional extra for a noncommittal additional 2 units, ordered collectively with the 22 power converters). The power converters offered must operate in all four quadrants of the voltage-current axis. Therefore the output shall swing seamlessly from negative to positive voltage and the output current may also swing from positive to negative values. As a result the power supply will function as a source or a sink so it will either deliver power to a load (magnet) or absorb power from a load. This functionality is required to allow the Quadrupole magnet to be scanned at a rate of up to 10A/s through its full operating range to assess optimum magnetic field setting and lattice configuration.

The Supplier shall furnish complete power converters and shall include:

- Operation and maintenance manuals
- Testing and inspection documentation
- Quality Assurance / Quality Control documentation
- Delivery to STFC Daresbury Laboratory, UK
- Rack mounting kits for mounting the power converters in standard 19 inch racks (if required)
- Mating connectors for the control interfaces (where not readily available)

2. Performance Requirements

2.1. Current and Voltage Ratings

The output specifications for the power converters are listed in Table 1 below.

Magnet type	Number of Power Converters	Rated Voltage ² V	Rated Current ² A	Inductance mH
Quadrupole type 3	22	±60.0	±100.0	15

Table 1: Power converter requirements for Phase 2 Quadrupole magnets

Note 1: In determining the power converter ratings operational headroom of 10% and a voltage drop of typically 3V along the length of the cables have been allowed. The Supplier

does not need to add further headroom.

The ratings of all components in this equipment shall be continuous ratings.

To maximise the available resolution, it is preferred that the power converter current rating meets or is only a little higher than the current rating specified for the magnet.

2.2. Operating range

The converter shall be adjustable from 0 to 100% of maximum rated current output for the normal magnet load. Power converters should exhibit no evidence of oscillation over their entire operating range into the anticipated loads.

2.3. Stability and temperature coefficient

The range of variation of output current over a period of 8 hours with no changes in operating conditions should be a maximum of 50 ppm of the figures listed in Table 1. The Supplier is invited to supply stability test data over an 8 hour period with line and load voltage and temperature constant.

The output current temperature coefficient shall be a maximum of 15 ppm/°C. The Supplier is requested to specify the temperature coefficient of stability and to supply stability test data showing the effects of ambient temperature variations.

2.4. Accuracy

Accuracy shall be within ± 200 ppm over a one year period without any re-calibration, this must take into consideration the power converters full range of permissible changes in operating and environmental conditions. After this point it is accepted that some re-calibration may be required in normal operation to maintain the required accuracy.

2.5. Reproducibility

The uncertainty in returning to a set current value with the same reference following an interruption of up to 24 hours with all electronics turned off should be a maximum of 50 ppm.

2.6. Programming resolution

The programming resolution should be a maximum of 15 ppm. This is the smallest interval in output current that can be set using the programming interface.

2.7. Power Factor

The power factor should be a minimum of 0.92 at 100% load. Suppliers are requested to provide the power factor at 50% and 100% load.

2.8. Ripple

The current ripple into a 15 mH inductive load should meet the requirements listed in Table 2.

Suppliers should state the worst case voltage ripple and corresponding frequency.

Frequency range	Maximum Current Ripple (peak to peak) relative to power converter rated current (15 mH load)
1 Hz < f < 20 kHz	25 ppm

Table 2: Voltage ripple requirements

2.9. Efficiency

Efficiency should be a minimum of 85% at nominal mains input voltage and full rated load. Suppliers should quote the efficiency for each power converter type at 100% and 50% load.

2.10. Warm-up Period

The supplier shall state the warm-up period required to achieve the required stability for each power converter type. This should be no more than 60 minutes.

2.11. Zero Crossing

Due to the type of operation intended the power converter output must seamlessly pass from negative voltage and current values to positive voltage and current values with negligible delay when passing through zero. This precludes the use of a mechanical or motorised reversing switch to reverse polarity of the output; a bid incorporating a mechanical or motorised reversing switch will be rejected.

2.12. Input Supply

A single mains feed will be provided to each power converter. This will be either a single phase supply at 230V 50Hz and/or a three-phase supply at 400V 50Hz.

Line voltage may exhibit instantaneous (< ½ cycle) fluctuations of ±3% and gradual variations of ±10%. The maximum output ratings and performance parameters shall be maintained over these limits.

2.13. Duty cycle

The power converter shall be designed and constructed for continuous use. There will be occasional opportunities to clean or replace certain parts such as fans or filters.

2.14. Spares and consumables

The supplier should list consumable items such as fans and filters which may need regular replacement. A list of available spare parts should also be provided.

2.15. Fault Vulnerability

The power converter should be designed to withstand all foreseeable fault conditions without damage including:

- short-circuit on the output terminals when running at full load
- short-circuit on the output when switching on
- open circuit on the output terminals when running at full load

- failure of any internal component should not cause damage to other components
- loss of one phase or, if applicable, all three phases of the mains power input

2.16. Power Converter Cooling

All power converters shall be air-cooled.

2.17. Front panel display and Indicators

Each power converter should be equipped with a front panel display and appropriate LED indicators which should show as a minimum:

- Output voltage and current
- Interlock status
- Power converter status (e.g. ON, OFF, FAULT)

2.18. Earth-Fault Protection

Each power converter shall have an earth fault protection system which trips the power converter if the earth current exceeds a pre-set level. Operation of the earth fault protection should be indicated on the front panel.

2.19. Load Over-voltage protection

The power converter should be protected against any over-voltages which may be generated due to the inductive magnet load, for example by fitting a free-wheel diode across the power converter output. If this protection trips the power converter then remote reset shall be possible via the control system.

3. Control System

3.1. Function of Control System

The System Operators will control all the power converters from the Main Control Room, which is remote from the power converters themselves.

The control interface must be comprehensive, providing all necessary information to remotely monitor and control the equipment during normal operation and under fault conditions.

The control system consists of embedded EPICS computers and PLCs at the interface layer which connects to the equipment being controlled. The interfaces will include digital, serial communications (RS232/422/485) and Ethernet. Ethernet is the preferred control interface.

3.2. External Interface

The power converter shall have facilities to control and read back the output current and to monitor and diagnose faults to the control system. The power converter should have fully digital control via either Ethernet or RS-232/422/485. This will provide a command set to monitor and control all states of the power converter. The communication protocol should be capable of operating at a rate of >10 command/response pairs per second. It should be able to recover automatically from lost characters or other transmission errors. In addition, a

simple human-readable (plain ASCII) protocol is preferred.

3.3. External Interface Standards

All digital interface signals, (control, monitor and interlocks) should be designed to be failsafe. A safe state should normally be indicated by a closed contact providing a +24V signal or volt-free contacts. On power failure the system should indicate an unsafe state.

3.4. External Interlocks

A minimum of two interlocks shall be provided which disable the power converter output. The power converter control system will monitor this interlock which will be operated from external volt-free contacts to indicate conditions such as magnet over-temperature and magnet cooling water flow failure.

4. Testing

4.1. Factory Tests

The supplier shall detail the tests that will be applied to each power converter at the factory before shipping and should supply copies of these test results. As STFC may wish to witness some or all of the factory tests the supplier shall give a minimum of 3 weeks' notice of the date of such tests.

4.2. Tests at Daresbury Laboratory

STFC may subject each power converter to some or all of the following tests. Any power converter whose results differ significantly from this specification or typical values for that type of power converter may be rejected. This testing may include:

- Control functions
- Interlock functions
- Isolation testing
- Thermal run
- 8 hour stability run
- Resolution check
- Accuracy check
- Reproducibility check
- Visual inspection
- Ripple voltage/current measurement
- Efficiency test
- Mains regulation tests
- Accessibility assessment
- External connections evaluation
- Diagnostics facilities and ease of repair
- Earth fault protection

Any power converters which are tested and found not comply with the specification will be returned to the supplier at no cost to STFC. Provided the power converters are within the stated warranty period.

5. Engineering Requirements

5.1. Mechanical Requirements

5.1.1. Manufacturing good practice

The equipment should be manufactured in accordance with the best existing techniques and recognised good engineering practices available at the time of construction. Power converters and ancillary equipment should be designed and constructed with an expected operational lifetime of greater than 20 years. It is understood that maintenance may be required during this period. Sub-assemblies should be designed for repair rather than replacement.

5.1.2. General access convenience

Power converters should be manufactured with strong consideration for unit reliability and serviceability. Safe and easy access to all external connection points must be incorporated into the overall design.

Easy access should be made available to all components, especially solid state power components, fuses, and printed circuit boards. For smaller power converters where complete replacement may be the appropriate response to a fault the supplier should offer a repair service.

5.1.3. Equipment housing enclosure

All equipment shall be capable of being housed in a standard 19" rack mount enclosure.

The space available on the CLARA project is limited, restricting the number of racks which can be installed within a rack room. The available space must be used efficiently to ensure all power converters for the associated magnets of that phase can fit within the power converter racks available. For this reason each power converter and any ancillary equipment shall have a combined height no greater than 6U or 267mm.

The standard rack depth for the CLARA project is 800mm. To allow for services, ventilation, and to provide clearance for rear connections, the power converter and any ancillary equipment shall have a depth no greater than 700mm.

Each power converter shall be capable of being inserted and removed from a rack by no more than two people. As such the weight of any individual item shall not exceed 45kg.

Each power converter and any ancillary equipment will be contained within enclosures to IP2X (IEC Standard 529 Degrees of protection provided by enclosures (IP code). Enclosure covers should only be removable with the use of tools. Following the removal of covers to allow access to the internal components, any high voltage conductor (greater than 25 Vac or 60V dc) should be shielded against contact to IP2X.

5.1.4. Laboratory Thermal Environment

The power converter racks will be located in an indoor equipment room. Ambient air will be drawn through the front of the rack for cooling purposes and exhausted from the top and also through the rear door if necessary. The air temperature within the room is expected to be maintained at approximately 24°C with day to day variations of $\pm 2^\circ\text{C}$.

The equipment should operate within a relative humidity range of 30% to 80% non-condensing.

5.1.5. Location and identification of terminals

Incoming and outgoing terminals shall be located at the rear of the unit.

Incoming AC terminals should be clearly marked with voltage and phase (if applicable). DC output terminals should be clearly marked with polarity and channel number (if applicable).

Connectors used for AC input power and DC output power should enable safe, secure and quick connection and disconnection.

Connectors for controls and interlocks should enable safe, secure and quick connection and disconnection without the use of tools.

The manufacturer should supply the mating partner for each of the interface connectors and any special tools for wiring these.

A safety ground connection shall be provided at the rear of the unit.

5.1.6. Arrangement of power converters

All equipment is to be mounted in one or more 19" racks dependent on size and spacing requirements. Sufficient rack mount kits and blanking plates to cover unused slots within a rack-mount kit shall be provided by the supplier.

5.2 Engineering Standards

5.2.1. European CE mark

All power converters shall have full CE certification and display the CE mark.

5.2.2. International Electro-technical Commission Standards

The equipment and drawings must in all respects comply with the relevant I.E.C. standards, recommendations and reports.

5.2.3. COSHH Requirements

Materials defined as Hazardous to Health in the Control of Substances Hazardous to Health Regulations 1994 and the HSE publication EH40/95 Occupational Exposure Limits 1995 shall not be used without written permission from the Laboratory.

5.2.4. Asbestos and polychlorinated biphenyls (PCBs)

Asbestos or asbestos-type insulation, insulating or dielectric fluids containing PCBs shall not be used.

6. Project Management

6.1. Quality Assurance

The Supplier should maintain and apply a quality assurance program compliant with ISO-9001 or equivalent for the design, manufacture and testing of all components.

6.2. Responsibility of supplier

The supplier will be responsible for the final design, the production methods and the correct performance of all of the items supplied.

6.3. Delivery

Delivery shall be made to: STFC Daresbury Laboratory
Sci-Tech Daresbury
Daresbury
Warrington
Cheshire
WA4 4AD
United Kingdom

Suppliers shall state the delivery time in weeks from receipt of order for the specified power converters. This shall be within 18 weeks delivery from receipt of purchase order.

6.4. Documentation

6.4.1. Initial progress report

The supplier shall produce within two weeks of notification of the purchase order, a written report comprising of a definitive manufacturing and delivery schedule.

6.4.2. Interim progress reports

Further reports shall be produced at four week intervals detailing manufacturing progress. Any changes in the expected delivery date due to delays in manufacturing should be reported immediately.

6.4.3. Final Documentation

The Supplier shall provide complete documentation for each power converter type comprising at least one hard copy and one electronic copy. This documentation should include:

- User/operation/maintenance manuals containing specifications, operating instructions, control system interface commands/protocols, set-up instructions, block diagrams, maintenance procedures (both operational and preventative), normal adjustments and calibration set-up procedures.
- A general mechanical arrangement drawing of each power converter type.

6.4.4. Language

All labelling, manuals and other documentation shall be in English.

6.4.5. Nameplate

The power converter shall have a nameplate on each unit that should include the following information

- Supplier's name and address

- Power converter type and serial number
- Input voltage rating, voltage tolerance and frequency range
- Output voltage and current rating(s)

6.4.6. Shipping documentation

All shipping containers should be marked or tagged with the following information:

- Laboratory purchase order number
- Shipping address as specified within the contract.
- Supplier's name.
- Components contained within each package.
- Gross weight
- "This way up" if required.
- "Fragile" if required.

6.5. Warranty

The Supplier should guarantee the Power Converters against failure due to either faulty components or faulty manufacture for a minimum period of 12 months after delivery of the equipment to the Daresbury site.

This guarantee should not be invalidated by the opening of the case for visual examination and diagnostic tests, but it is warranted that no modifications will be undertaken without the written permission of the supplier.

6.6. Training

Where STFC Daresbury Laboratory considers that specific training on the installation, commissioning, operation and repair of the power converters is required this training should be included during the Factory Acceptance Test. Provision of training does not preclude the need to supply comprehensive User Manuals and other relevant documentation.

Contract Duration

The Contract duration shall be for a period 18 weeks from Purchase Order.

Terms and Conditions

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

Section 5 – Evaluation model

5.1. Introduction

- 5.1.1. The evaluation process will be conducted to ensure that Bids are evaluated fairly to ascertain the bidders who can demonstrate the required skills qualities, technical ability and capacity, commercial stability and experience to ensure successful performance of the Contract.
- 5.1.2. The evaluation team may comprise staff from UK SBS and the Contracting Authority, and any specific external stakeholders the Contracting Authority deem required

5.2. Evaluation of Bids

- 5.2.1. Evaluation of Bids shall be based on a Selection questionnaire and Award criteria as clearly defined in the e-sourcing tool.

5.3. SELECTION questionnaire

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

In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder

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

Selection Pass/fail criteria		
Questionnaire	Q No.	Question subject
Selection Questionnaire Part 1: Potential Supplier Information		
Section 1	1.3	Contact details and declaration
Part 2: Exclusion Grounds		
Section 2	2.1 (a)(i)	Participation in a criminal organisation
Section 2	2.1(a)(ii)	Corruption
Section 2	2.1(a)(iii)	Fraud
Section 2	2.1(a)(iv)	Terrorist Offences or offences link to terrorist activities
Section 2	2.1(a)(v)	Money laundering or Terrorist financing
Section 2	2.1(a)(vi)	Child Labour and other forms of trafficking in human beings
Section 2	2.2	Self cleaning
Section 2	2.3(a)	Payment of tax or social security
Section 3	3.1 (a)	Breach of environmental obligations
Section 3	3.1 (b)	Breach of social obligations
Section 3	3.1 (c)	Breach of labour law obligations
Section 3	3.1(d)	Bankruptcy
Section 3	3.1(e)	Guilty of grave professional misconduct
Section 3	3.1(f)	Distorting competition

Section 3	3.1(g)	Conflict of Interest
Section 3	3.1(h)	Prior involvement in procurement process
Section 3	3.1(i)	Prior performance of contract
Section 3	3.1(j)(i)	Serious Misrepresentation
Section 3	3.1(j)(ii)	Withholding information
Section 3	3.1(j)(iii)	Unable to provide supporting documentation for ESPD
Section 3	3.1(j)(iv)	Influenced the decision-making process
Part 3: Selection Questions		
Section 4	4.1	Audited accounts
Section 5	5.1	Wider group
Section 5	5.2	Parent Company Guarantee
Section 5	5.3	Other Guarantee
Section 6	6.1	Relevant experience and contract examples
Section 7	7.1	Compliance under Modern Slavery Act 2015
Section 8	8.1(a)	Insurance
Section 9	SEL5.5	Health and Safety Policy
Section 9	SEL5.6	Enforcement/remedial orders in relation to the Health and Safety Executive
Section 9	SEL5.7	Breaching environmental legislation
Section 9	SEL5.8	Checking sub-contractors for infringement of environmental legislation
Section 9	SEL5.9	Unlawful discrimination
Section 9	SEL5.10	Checking sub-contractors for unlawful discrimination
Section 9	FOI1.1	Freedom of information
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.	

5.3.3. Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.

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

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

5.3.6. During the evaluation stage, the intention is that only Bidders who achieve a Pass of all the Mandatory and Discretionary requirements of the RFP will be considered for award stage evaluation.

5.4. AWARD questionnaire

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

Award Pass/fail criteria

Questionnaire	Q No.	Question subject
Commercial	AW1.1	Form of Bid
Commercial	AW1.2	Bid validity period
Commercial	AW1.3	Certificate of bona fide Bid
Commercial	AW4.1	Compliance to the Contract Terms
Commercial	AW4.2	Changes to the Contract Terms
Price	AW5.1	Firm and fixed price
Price	PROJ2.0	Noncommittal Units
Commercial	AW5.4	E Invoice
Commercial	AW5.5	E Invoice implementation
Quality	AW6.1	Compliance to the Specification
Quality	AW6.2	Variable Bids
Quality	PROJ1.10	Delivery Date
Quality	PROJ1.11	Standards
-	-	Request for Proposal response – received on time within the e-sourcing tool
In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.		

5.4.2. The Award stage of due process shall be marked against the following Award scoring criteria.

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

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

Award Scoring criteria

Evaluation Justification Statement

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

Questionnaire	Q No.	Question subject	Maximum Marks
Price Questionnaire	AW5.2	Pricing Schedule	60%
Quality Questionnaire	PROJ1.2	Stability	12%
Quality Questionnaire	PROJ1.3	Temperature coefficient	6%
Quality Questionnaire	PROJ1.4	Reproducibility	8.8%
Quality Questionnaire	PROJ1.5	Resolution	2%
Quality Questionnaire	PROJ1.6	Power Factor	0.8%
Quality Questionnaire	PROJ1.7	Ripple	8%

Quality Questionnaire	PROJ1.8	Efficiency	1.2%
Quality Questionnaire	PROJ1.9	Warm-up period	1.2%

Award Evaluation of criteria

Non-Price elements

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

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

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

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

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

Scoring methodology has been independently described in each question. All questions will be scored based on the methodology provided. 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 evaluated on the following criteria.

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

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

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

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

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

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

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

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

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

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

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 the Contracting Authority 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 the Contracting Authority.• Unacceptable Bids maybe subject to clarification by the Contracting Authority 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.
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 Bid in comparison with the successful Bidders Bid.

Section 6 – Selection and award questionnaires

Section 6 – Selection questionnaire

6.1. Introduction

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

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

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 6 – Award questionnaire

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

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

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 7 – General information

7.1. Introduction

- 7.1.1. The Contracting Authority wishes to establish a Contract for the provision of 22 FEBE Power Converters. The Contracting Authority is managing this procurement process in accordance with the Public Contracts Regulations 2015 (as may be amended from time to time) (the “Regulations”). This is a supplies Contract being procured under the OJEU Open Procedure.
- 7.1.2. The Contracting Authority is procuring the Contract for its exclusive use.
- 7.1.3. UK SBS and the Contracting Authority logo, trademarks and other identifying marks are proprietary and may not be incorporated in the Companies response without or the Contracting Authority’s written permission.
- 7.1.4. The Bidder shall indemnify and keep indemnified UK SBS and the Contracting Authority against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Bidder of this document.
- 7.1.5. If there is any doubt with regard to the ambiguity of any question or content contained in this questionnaire then PLEASE ASK a clarification question, but please ensure that your question is via the formal clarification process in writing to the UK SBS representative nominated. No approach of any kind in connection with this opportunity should be made to any other person within or associated with UK SBS or the Contracting Authority. All information secured outside of this named contact shall have no legal standing or worth and should not be relied upon.
- 7.1.6. It remains the responsibility of the Bidder to keep UK SBS and the Contracting Authority informed of any matter that may affect continued qualification
- 7.1.7. Prior to commencing formal evaluation, Submitted Responses will be checked to ensure they are fully compliant with the Pass / Fail criteria within the Evaluation model. Non-compliant Submitted Responses may be rejected by the Contracting Authority. Submitted Responses which are deemed by the Contracting Authority to be fully compliant will proceed to evaluation. These will be evaluated using the criteria and scores detailed in the matrix set out in [Section 5](#).
- 7.1.8. Whilst it is the Contracting Authority’s intention to purchase the majority of its supplies under this Contract Arrangement from the Supplier(s) appointed this does not confer any exclusivity on the appointed Suppliers. The Contracting Authority and any relevant Other Public Bodies reserve the right to purchase any supplies and services (including those similar to the supplies and services covered by this procurement) from any Supplier outside of this Contract.
- 7.1.9. The Contracting Authority reserves the right not to conclude a Contract as a result of the current procurement process. Bidders should review the contents of Section 7 paragraph 7.8.1 when considering submitting their Response.
- 7.1.10. The supplies covered by this procurement exercise have NOT been sub-divided into Lots.

- 7.1.11. The Contracting Authority shall utilise the Delta eSourcing Procurement Tool available at <https://uksbs.delta-esourcing.com/> to conduct this procurement. There will be no electronic auction following the conclusion of the evaluation of the Request for Proposal (RFP) responses. Bidders will be specifically advised where attachments are permissible to support a question response within the e-sourcing tool. All enquiries with respect to problems or functionality within the tool may be submitted to Delta eSourcing on 0845 270 7050
- 7.1.12. Please utilise the messaging system within the e-sourcing tool located at <https://uksbs.delta-esourcing.com/> within the timescales detailed in [Section 3](#). if you have any doubt as to what is required or will have difficulty in providing the information requested. Bidders should note that any requests for clarifications may not be considered by the Contracting Authority if they are not articulated by the Bidder within the discussion forum within the e-sourcing tool.
- 7.1.13. Bidders should read this document, Stage One: Overview Section. messages and the evaluation questionnaires carefully before completing the Response submission. Failure to comply with any of these instructions for completion and submission of the Submitted Response may result in the rejection of the Response. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the supplies and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.
- 7.1.14. All material issued in connection with this RFP shall remain the property of the Contracting Authority and/or as applicable relevant OPB and shall be used only for the purpose of this procurement. All Due Diligence Information shall be either returned to the Contracting Authority or securely destroyed by the Bidder (at the Contracting Authority's option) at the conclusion of the procurement
- 7.1.15. The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abide by the terms of these instructions and the Conditions of Response.
- 7.1.16. The Bidder shall not make contact with any other employee, agent or consultant of UK SBS or the Contracting Authority or any relevant OPB or Customer who are in any way connected with this procurement during the period of this procurement, unless instructed otherwise by the Contracting Authority.
- 7.1.17. The Contracting Authority shall not be committed to any course of action as a result of:
- 7.1.17.1. issuing this RFP or any invitation to participate in this procurement ;
 - 7.1.17.2. an invitation to submit any Response in respect of this procurement;
 - 7.1.17.3. communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement; or
 - 7.1.17.4. any other communication between UK SBS, the Contracting Authority and/or any relevant OPB (whether directly or by its agents or representatives) and any other party.
- 7.1.18. Bidders shall accept and acknowledge that by issuing this RFP the Contracting Authority shall not be bound to accept any Response and reserves the right not to conclude a Contract for some or all of the supplies for which Responses are invited.
- 7.1.19. The Contracting Authority reserves the right to amend, add to or withdraw all or any part of this RFP at any time during the procurement.

- 7.1.20. Bidders should not include in the Response any extraneous information which has not been specifically requested in the RFP including, for example, any sales literature, standard terms of trading etc. Any such information not requested but provided by the Bidder shall not be considered by the Contracting Authority.
- 7.1.21. If the Bidder is a consortium, the following information must be provided: full details of the consortium; and the information sought in this RFP in respect of each of the consortium's constituent members as part of a single composite response. Potential Providers should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium as indicated in the relevant section of the selection questionnaire SEL1.9 specifically refers. If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided as indicated in the relevant section of the RFP. However, please note the Contracting Authority reserves the right to require a successful consortium to form a single legal entity in accordance with regulation 19(6) of the Regulations. The Contracting Authority recognises that arrangements in relation to consortia may (within limits) be subject to future change. Potential Providers should therefore respond in the light of the arrangements as currently envisaged. Potential Providers are reminded that any future proposed change in relation to consortia must be notified to the Contracting Authority so that it can make a further assessment by applying the selection criteria to the new information provided and consider rejection of the Response if the Contracting Authority reasonably consider the change to have a material impact of the delivery of the viability of the Response.

7.2. Bidder conference

- 7.2.1. A Bidders' Conference will not be held in conjunction with this procurement

7.3. Confidentiality

- 7.3.1. Subject to the exceptions referred to in paragraph 7.3.2, the contents of this RFP are being made available by the Contracting Authority on condition that:
- 7.3.1.1. Bidders shall at all times treat the contents of the RFP and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
 - 7.3.1.2. Bidders shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;
 - 7.3.1.3. Bidders shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Response; and
 - 7.3.1.4. Bidders shall not undertake any publicity activity within any section of the media in relation to this procurement
- 7.3.2. Bidders may disclose, distribute or pass any of the Information to the Bidder's advisers, sub-contractors or to another person provided that either:
- 7.3.2.1. This is done for the sole purpose of enabling a Response to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Bidder; or
 - 7.3.2.2. The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract arising from it; or
 - 7.3.2.3. The Bidder is legally required to make such a disclosure

- 7.3.3. In paragraphs 7.3.1 and 7.3.2 above the term 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.
- 7.3.4. UK SBS and the Contracting Authority may disclose detailed information relating to Responses to its employees, agents or advisers and they may make any of the Contract documents available for private inspection by its officers, employees, agents or advisers. UK SBS and the Contracting Authority also reserve the right to disseminate information that is materially relevant to the procurement to all Bidders, even if the information has only been requested by one Bidder, subject to the duty to protect each Bidder's commercial confidentiality in relation to its Response (unless there is a requirement for disclosure as explained in paragraphs 7.4.1 to 7.4.3 below).
- 7.3.5. All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.

For these purposes, the Contracting Authority may disclose within Government any of the Bidders documentation/information (including any that the Bidder considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Bidder to the Contracting Authority during this Procurement. Subject to section 7.4 below, the information will not be disclosed outside Government. Bidders taking part in this RFP consent to these terms as part of the competition process.

- 7.3.6. The Government introduced its new Government Security Classifications ("GSC") classification scheme to replace the current Government Protective Marking System ("GPMS"). A key aspect of this is the reduction in the number of security classifications used. All Bidders are encouraged to make themselves aware of the changes and identify any potential impacts in their Bid, as the protective marking and applicable protection of any material passed to, or generated by, you during the procurement process or pursuant to any Contract awarded to you as a result of this tender process will be subject to the new GSC from 2nd April 2014. The link below to the Gov.uk website provides information on the new GSC:
<https://www.gov.uk/government/publications/government-security-classifications>
- 7.3.7. The Contracting Authority reserves the right to amend any security related term or condition of the draft contract accompanying this RFP to reflect any changes introduced by the GSC. In particular where this RFP is accompanied by any instructions on safeguarding classified information (e.g. a Security Aspects Letter) as a result of any changes stemming from the new GSC, whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies or otherwise. This may relate to the instructions on safeguarding classified information (e.g. a Security Aspects Letter) as they apply to the procurement as they apply to the procurement process and/or any contracts awarded to you as a result of the procurement process.

USEFUL INFORMATION LINKS

- [Contracts Finder](#)

- [Tenders Electronic Daily](#)
- [Equalities Act introduction](#)
- [Bribery Act introduction](#)
- [Freedom of information Act](#)

7.4. Freedom of information

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

7.5. Response Validity

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

7.6. Timescales

- 7.6.1. [Section 3](#) of the RFP sets out the proposed procurement timetable. The Contracting Authority reserves the right to extend the dates and will advise potential Bidders of any change to the dates.

7.7. The Contracting Authority's Contact Details

- 7.7.1. Unless stated otherwise in these Instructions or in writing from UK SBS or the Contracting Authority, all communications from Bidders (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement must be directed through the e-sourcing tool to the designated UK SBS contact.
- 7.7.2. All enquiries with respect to access to the e-sourcing tool may be submitted to Delta eSourcing on 0845 270 7050 please note this is a free self-registration website and this can be done by completing the online questionnaire at <https://uksbs.delta-esourcing.com/>
- 7.7.3. Bidders should be mindful that the designated Contact should not under any circumstances be sent a copy of their Response outside of the e-sourcing tool. Failure to follow this requirement will result in disqualification of the Response.

7.8. Preparation of a Response

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

7.9. Submission of Responses

- 7.9.1. The Response must be submitted as instructed in this document through the e-sourcing tool. Failure to follow the instruction within each Section of this document, to omit responses to any of the questions or to present your response in alignment with any guidance notes provided may render the Response non-compliant and it may be rejected.
- 7.9.2. The Contracting Authority may at its own absolute discretion extend the closing date and the time for receipt of Responses specified [Section 3](#).
- 7.9.3. Any extension to the RFP response period will apply to all Bidders.
- 7.9.4. Any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided. Failure to adhere to this requirement will result in the Response not being considered.
- 7.9.5. The Contracting Authority do not accept responsibility for the premature opening or mishandling of Responses that are not submitted in accordance with the instructions of this document.
- 7.9.6. The Response and any documents accompanying it must be in the English language
- 7.9.7. Bidders must submit their response through the e-sourcing tool, unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority. Responses received by any other method than requested will not be considered for the opportunity.
- 7.9.8. Responses will be submitted any time up to the date indicated in [Section 3](#). Responses received before this deadline will be retained in a secure environment, unopened until this deadline has passed.
- 7.9.9. Responses received after the date indicated in [Section 3](#) shall not be considered by the Contracting Authority, unless the Bidder can justify that the reason for the delay is solely attributable to the Contracting Authority
 - 7.9.9.1. The Bidder must demonstrate irrefutable evidence in writing they have made best endeavours to ensure the Response was received on time and that the issue was beyond their control.
 - 7.9.9.2. Any request for a late Response to be considered must be emailed to the Buyer in [Section 3](#) in advance of 'the deadline' if a bidder believes their Response will be received late.
 - 7.9.9.3. The Contracting Authority reserves the right to accept or reject any late Response without justification to the affected Bidder and make no guarantee it will consider any request for a late Response to be considered.
- 7.9.10. Do not seek changes to the Bid after responses have been submitted and the deadline (date and time) for receipt of responses has passed.

7.10. Canvassing

- 7.10.1. Any Bidder who directly or indirectly canvasses any employee, or agent of UK SBS, the Contracting Authority or its members or any relevant OPB or any of its employees concerning the establishment of the Contract or who directly or indirectly obtains or

attempts to obtain information from any such officer, member, employee or agent or concerning any other Bidder, Response or proposed Response will be disqualified.

7.11. Disclaimers

- 7.11.1. Whilst the information in this RFP, Due Diligence Information and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.
- 7.11.2. Neither UK SBS, the Contracting Authority, nor any relevant OPB's nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:
- 7.11.2.1. makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the RFP; or
 - 7.11.2.2. accepts any responsibility for the information contained in the RFP or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
- 7.11.3. Any persons considering making a decision to enter into contractual relationships with the Contracting Authority and/or, as applicable, relevant OPB following receipt of the RFP should make their own investigations and their own independent assessment of the Contracting Authority and/or, as applicable, relevant OPB and its requirements for the 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, the Contracting Authority or, as applicable, relevant OPB the amount or approximate amount of its proposed Response or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Response or insurance or any necessary security); or
 - 7.12.1.3. enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Response; or
 - 7.12.1.4. enters into any agreement or arrangement with any other party as to the amount of any Response submitted; or
 - 7.12.1.5. offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Response or proposed Response, any act or omission,
- shall (without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability which such conduct by a Bidder may attract) be disqualified.

7.13. No inducement or incentive

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

7.14. Acceptance of the Contract

- 7.14.1. The Bidder in submitting the Response undertakes that in the event of the Response being accepted by the Contracting Authority and the Contracting Authority confirming in writing such acceptance to the Bidder, the Bidder will within 7 of being called upon to do so by the Contracting Authority execute the Contract in the form set out in the Contract Terms or in such amended form as may subsequently be agreed.
- 7.14.2. The Contracting Authority shall be under no obligation to accept the lowest priced or any Response.

7.15. Queries relating to the Response

- 7.15.1. All requests for clarification about the requirements or the process of this procurement shall be made in through the e-sourcing tool unless where the e-sourcing tool is unavailable due to Delta eSourcing system maintenance or failure, in this instance all clarifications shall be by email to the contact defined in [Section 3](#).
- 7.15.2. The Contracting Authority will endeavour to answer all questions as quickly as possible but cannot guarantee a minimum response time.
- 7.15.3. In the event of a Bidder requiring assistance uploading a clarification to the e-sourcing portal they should use the contact details defined in [Section 3](#).
- 7.15.4. No further requests for clarifications will be accepted after 7 days prior to the date for submission of Responses.
- 7.15.5. In order to ensure equality of treatment of Bidders, the Contracting Authority intends to publish the questions and clarifications raised by Bidders together with the Contracting Authority's responses (but not the source of the questions) to all participants on a regular basis.
- 7.15.6. Bidders should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if the Contracting Authority at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Bidders would potentially benefit from seeing both the query and the Contracting Authority's response, the Contracting Authority will:
- 7.15.6.1. invite the Bidder submitting the query to either declassify the query and allow the query along with the Contracting Authority's response to be circulated to all Bidders; or
 - 7.15.6.2. request the Bidder, if it still considers the query to be of a commercially confidential nature, to withdraw the query prior to the end of the closing date and time for Bidder clarifications.

- 7.15.7. The Contracting Authority reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

7.16. Amendments to Response Documents

- 7.16.1. At any time prior to the deadline for the receipt of Responses, the Contracting Authority may modify the RFP by amendment. Any such amendment will be numbered and dated and issued by the Contracting Authority to all prospective Bidders. In order to give prospective Bidders reasonable time in which to take the amendment into account in preparing their Responses, the Contracting Authority may, at its discretion, extend the time and/or date for receipt of Responses.

7.17. Modification and withdrawal

- 7.17.1. Bidders may modify their Response where allowable within the e-sourcing tool. No Response may be modified after the deadline for submission of Responses.
- 7.17.2. Bidders may withdraw their Response at any time prior the deadline for submission of Responses [or any other time prior to accepting the offer of a Contract]. The notice to withdraw the Response must be in writing and sent to the Contracting Authority by recorded delivery or equivalent service and delivered to the Head of Policy UK SBS at UK Shared Business Services Ltd, Procurement, Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1ET

7.18. Right to disqualify or reject

- 7.18.1. The Contracting Authority reserves the right to reject or disqualify a Bidder where
- 7.18.1.1. the Bidder fails to comply fully with the requirements of this Request for Proposal or presents the response in a format contrary to the requirements of this document; and/or
 - 7.18.1.2. the Bidder is guilty of serious misrepresentation in relation to its Response; expression of interest; or the Response process; and/or
 - 7.18.1.3. there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder.

7.19. Right to cancel, clarify or vary the process

- 7.19.1. The Contracting Authority reserves the right to:
- 7.19.1.1. cancel the evaluation process at any stage; and/or
 - 7.19.1.2. require the Bidder to clarify its Response in writing and/or provide additional information. (Failure to respond adequately may result in the Bidder not being selected),

7.20. Notification of award

- 7.20.1. The Contracting Authority will notify the successful Bidder of the Contract award in writing and will publish an Award Notice in the Official Journal of the European Union in accordance with the Regulations within 30 days of the award of the contract.
- 7.20.2. As required by the Regulations all successful and unsuccessful Bidders will be provided with an email advising the outcome of the submission of their RFP response.

Appendix ‘A’ Glossary of Terms

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