

Request for Proposal



Request for Proposal (RFP) on behalf of **South Tees Site Company (STSC)**

Subject: **Waste removal Framework**

Sourcing Reference Number: **FM18035**

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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](#).

Section 2 – About the Contracting Authority

South Tees Site Company

On 2 October 2015 the SSI steel works in Redcar was placed into compulsory liquidation and an official receiver (OR) was appointed as liquidator. On 12 October, following no buyer for the steel works being found, the decision was taken by the official receiver to set about the hard closure of the site. Since that time the official receiver undertook a protracted liquidation of SSI and, in the absence of a new owner, he has been overseeing the safe and secure closure of the former SSI site whilst maintaining the delivery of services to other site residents. Government, through the Department for Business, Energy and Industrial Strategy, provided an indemnity to the OR so that he could carry out his duties as liquidator of the company and ensure its ongoing safety and security.

On the 1st December 2016, the Department established a Government company, known as the South Tees Site Company Ltd, in order to take forward the safety and security of the site from the OR. STSC have a management team as well as a board of directors, accountable to the BEIS Secretary of State. In order to allow the board of directors and management team to carry out their duties, as well as funding the operation of the Company, BEIS has agreed to indemnify them against all claims, proceedings, costs - including the cost of defending proceedings - and expenses.

Section 3 – Working with the Contracting Authority.

Section 3 – Contact details		
3.1	Contracting Authority Name and address	South Tees Site Company Ltd, Teesside Management Offices, Redcar, Cleveland TS10 5QW
3.2	Buyer	Rebecca Fish
3.3	Buyer contact details	fmprocurement@uksbs.co.uk
3.4	Estimated value of the Opportunity	£4,000,000 excluding VAT for all 15 Lots This Contract is being let as 3 years + 1 year potential extension An individual estimate breakdown of costs can be found within Appendix G – Waste Matrix and Costs
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.	Wednesday 4 th April 2018
3.7	Date RFP available to Bidders	Friday 6 th April 2018
3.8	<i>Site visits – We strongly recommend that due to the criticality of this requirement a visit to site is undertaken to understand the full scope of work to be completed.</i>	<p>Wednesday 18th April and Thursday 19th April 2018</p> <p>Please see the Site visit timetables for further information and detailing which lots will be reviewed on each day (Appendix H)</p> <p><i>Attending site prior to tendering is strongly recommended.</i></p> <p><i>Please send a message via the e-sourcing portal requesting to attend the site visit giving 48 hours' notice should you wish to attend stating the date you wish to visit together with the names and vehicle registrations of those wishing to visit.</i></p> <p><i>Bidders will be limited to 3 people per</i></p>

		<i>company. A reply will be sent via the e-sourcing portal in confirmation.</i>
3.9	Latest date / time RFP clarification questions shall be received through Emptoris messaging system	Tuesday 8 th May 2018 11:00
3.10	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through Emptoris	Wednesday 9 th May 2018
3.11	Closing date and time for Bidder to request RFP documents	Monday 14 th May 2018 10:00
3.12	Closing date and time for Bidder to submit their response ('the deadline').	Monday 14 th May 2018 11:00
3.14	Notification of proposed Contract award to unsuccessful bidders	Monday 9 th July 2018
3.15	Anticipated Contract Award Date	Friday 20 th July 2018
3.16	Commencement of Contract	Wednesday 25 th July 2018
3.17	Bid Validity Period	90 Days

Section 4 – Specification and about this procurement

1. Introduction

South Tees Site Company Ltd (STSC) has a requirement for a Framework to be introduced to allow safe removal of waste products from the site.

2. How STSC intend to use the Framework

STSC are intending to award contracts using the below lots:

<u>Lot</u>	<u>Category</u>
Lot 1	Oils & Greases
Lot 2	Electrical and Electronic Equipment
Lot 3	Chemicals
Lot 4	Paints
Lot 5	Refractory Material
Lot 6	Wood
Lot 7	Tyres
Lot 8	Highly-Flammable Material
Lot 9	Tars
Lot 10	Absorbents, Filter Materials, Wiping Cloths and Protective Clothing
Lot 11	Coke Oven Gas Waste
Lot 12	Insulation and Asbestos-Containing Materials
Lot 13	Construction and Demolition Waste
Lot 14	General Waste
Lot 15	Pressurised Containers

3. Length of Agreement

The contract should run for a period of three years with an option to extend for 1 year.

4. Value of the Agreement for the Term

The value of the Framework Agreement for the term will be £4 million

5. Appointment and Availability

STSC will appoint up to three suppliers per lot to deliver the framework.

The Framework will be restricted to STSC use only to ensure availability for use when required to ensure no delays in the programme for waste removal. Bidders are permitted to bid for one or multiple lots.

6. Awards from the Framework

STSC intends to award three suppliers per lot following the tender process. Once the Framework is in place the intention is that all Call-Off's orders will be awarded based on mini competitions for each work package that is required.

The mini competition will be completed using the below questions:

- a. Can you please confirm if you can complete the removal by xx/xx/xxxx
- b. Please price as per the schedule provided
- c. Price matrix example:

Lot 10					
Pricing matrix					
	Unit	Qty	Cost per unit	Total cost	earliest start date
Material contaminated with hazardous substances	Container	0	0	0	
Transport	Load			0	
Consignment Note				0	
				0	
Please confirm that you can complete the removal by					
					<i>STSC to add required date above</i>
Yes					
No					
					<i>supplier to tick as appropriate</i>

From this model form the award of work will be based on the lowest price for completion by the date stipulated.

7. Scope of Works

The scope of works for individual packages will be detailed in the work requirements on each mini competition, however the above template details what will be expected for the successful supplier once a call of has been completed. All future call offs will be awarded 100% on price as the quality criteria will have already been assed at this stage.

The information included within Appendix G provides a further breakdown of the types of waste per lot, this is indicative at this point as due to the scale of the site some areas have not yet been fully explored. So as to ensure bidders are costing in a fair and equal basis, you will be required to cost per the schedules relative to the lot you are bidding for.

The figure used for the evaluation will not represent the full contract value and will be used for evaluation purposes only.

The framework is non-exclusive, and individual works requirements will be procured on an as and when required basis. STSC is unable to guarantee the volume and value of allocated work.

There may be the possibility that due to the nature of the site, from time to time additional waste is found that falls outside of the core areas listed in the pricing matrix, in the event of this happening the contracting authority will approach the most appropriate lot and request a price for the removal.

8. Objective/Deliverables

STSC will expect the framework to provide:

- High quality delivery of waste removal
- Full compliance with regulations in connection with waste removal, including any relevant certification
- High standard of health and safety and environmental performance
- Compliance with Tier 1 COMAH site regulations
- Compliance with STSC Contractor Approval process including all sub-contractors.

9. Management/Supervision

STSC will appoint a Contract owner for each work package on award from a contact perspective. The Contract Owner would manage the safe removal of products when required following the award from mini competition.

10. CDM Regulations

CDM Regulations will be complied with where applicable.

11. Relevant documents

South Tees Site Company Ltd is a top tier COMAH site and as such, is heavily regulated. All contractors and sub-contractors are required to complete the VA01 contractor approval form and return with required documentary evidence (including relevant insurances, ISO and training certificates as are appropriate) in order to be added to the approved contractor register.

Note: The appendices attached (Appendix B, C, D) documents are for information at this stage, However, the successful contractor(s) will be required to complete, prior to any actual contract award.

Site Visit

A site visit is strongly recommended for this work to fully understand the scope of the services to be provided. This site visit **MUST** be confirmed via email using the RFX messages section of Emptoris. All requests must be received 48 hours prior to the visit.

All potential bidders will have to sign and return an NDA prior to being allowed access to site, failure to confirm attendance and complete the NDA will mean you will not be permitted on the site visit.

You will be required to complete a site induction, this will take around 30 minutes, please make time for the induction.

PPE is required to be worn as follows for the visits – Hard hat, eye protection, Hi-Viz jackets, boots.

Contract Duration

The Contract duration shall be for a period of three years with the option to extend for a further one year.

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 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 – All Bidders

Questionnaire	Q No.	Question subject
Selection Part A	SEL1.13	Contact details and declaration
Selection Part B	SEL2.2	Participation in a criminal organisation
Selection Part B	SEL2.3	Corruption
Selection Part B	SEL2.4	Fraud
Selection Part B	SEL2.5	Terrorist Offences or offences link to terrorist activities
Selection Part B	SEL2.6	Money laundering or Terrorist financing
Selection Part B	SEL2.7	Child Labour and other forms of trafficking in human beings
Selection Part B	SEL 2.8	Self cleaning
Selection Part B	SEL 2.9	Payment of tax or social security
Selection Part B	SEL 2.10	Cyber essentials
Selection Part B	SEL2.20	General Data Protection Act (GDPR)
Selection Part C	SEL3.3	Breach of social obligations
Selection Part C	SEL3.4	Breach of labour law obligations
Selection Part C	SEL3.5	Bankruptcy
Selection Part C	SEL3.6	Guilty of grave professional misconduct
Selection Part C	SEL3.7	Distorting competition
Selection Part C	SEL3.8	Conflict of Interest
Selection Part C	SEL3.9	Prior involvement in procurement process
Selection Part C	SEL3.10	Prior performance of contract
Selection Part C	SEL3.11	Serious Misrepresentation
Selection Part C	SEL3.12	Withholding information

Selection Part C	SEL3.13	Unable to provide supporting documentation for ESPD
Selection Part C	SEL3.14	Influenced the decision making process
Selection Part D	SEL4.1	Audited accounts
Selection Part D	SEL4.3	Wider group / guarantee
Selection Part E	SEL5.1	References
Selection Part E	SEL5.4	Compliance under Modern Slavery Act 2015
Selection Part E	SEL5.5	Health and Safety Policy
Selection Part E	SEL5.6	Enforcement/remedial orders in relation to the Health and Safety Executive
Selection Part E	SEL5.7	Breaching environmental legislation
Selection Part E	SEL5.8	Checking sub-contractors for infringement of environmental legislation
Selection Part E	SEL5.9	Unlawful discrimination
Selection Part E	SEL5.10	Checking sub-contractors 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, 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 pass 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 – All	Form of Bid
Commercial	AW1.2 – All	Bid validity period
Commercial	AW1.3 – All	Certificate of bona fide Bid
Commercial	AW4.1 – L1	Compliance to the Contract Terms
Commercial	AW4.2 – L1	Changes to the Contract Terms
Commercial	AW4.1 – L2	Compliance to the Contract Terms

Commercial	AW4.2 – L2	Changes to the Contract Terms
Commercial	AW4.1 – L3	Compliance to the Contract Terms
Commercial	AW4.2 – L3	Changes to the Contract Terms
Commercial	AW4.1 – L4	Compliance to the Contract Terms
Commercial	AW4.2 – L4	Changes to the Contract Terms
Commercial	AW4.1 – L5	Compliance to the Contract Terms
Commercial	AW4.2 – L5	Changes to the Contract Terms
Commercial	AW4.1 – L6	Compliance to the Contract Terms
Commercial	AW4.2 – L6	Changes to the Contract Terms
Commercial	AW4.1 – L7	Compliance to the Contract Terms
Commercial	AW4.2 – L7	Changes to the Contract Terms
Commercial	AW4.1 – L8	Compliance to the Contract Terms
Commercial	AW4.2 – L8	Changes to the Contract Terms
Commercial	AW4.1 – L9	Compliance to the Contract Terms
Commercial	AW4.2 – L9	Changes to the Contract Terms
Commercial	AW4.1 – L10	Compliance to the Contract Terms
Commercial	AW4.2 – L10	Changes to the Contract Terms
Commercial	AW4.1 – L11	Compliance to the Contract Terms
Commercial	AW4.2 – L11	Changes to the Contract Terms
Commercial	AW4.1 – L12	Compliance to the Contract Terms
Commercial	AW4.2 – L12	Changes to the Contract Terms
Commercial	AW4.1 – L13	Compliance to the Contract Terms
Commercial	AW4.2 – L13	Changes to the Contract Terms
Commercial	AW4.1 – L14	Compliance to the Contract Terms
Commercial	AW4.2 – L14	Changes to the Contract Terms
Commercial	AW4.1 – L15	Compliance to the Contract Terms
Commercial	AW4.2 – L15	Changes to the Contract Terms
Price	AW5.3 – L1	Open book policy
Price	AW5.3 – L2	Open book policy
Price	AW5.3 – L3	Open book policy
Price	AW5.3 – L4	Open book policy
Price	AW5.3 – L5	Open book policy
Price	AW5.3 – L6	Open book policy
Price	AW5.3 – L7	Open book policy
Price	AW5.3 – L8	Open book policy
Price	AW5.3 – L9	Open book policy
Price	AW5.3 – L10	Open book policy
Price	AW5.3 – L11	Open book policy
Price	AW5.3 – L12	Open book policy
Price	AW5.3 – L13	Open book policy
Price	AW5.3 – L14	Open book policy
Price	AW5.3 – L15	Open book policy
Quality	AW6.1 – L1	Compliance to the Specification
Quality	AW6.1 – L2	Compliance to the Specification
Quality	AW6.1 – L3	Compliance to the Specification
Quality	AW6.1 – L4	Compliance to the Specification
Quality	AW6.1 – L5	Compliance to the Specification

Quality	AW6.1 – L6	Compliance to the Specification
Quality	AW6.1 – L7	Compliance to the Specification
Quality	AW6.1 – L8	Compliance to the Specification
Quality	AW6.1 – L9	Compliance to the Specification
Quality	AW6.1 – L10	Compliance to the Specification
Quality	AW6.1 – L11	Compliance to the Specification
Quality	AW6.1 – L12	Compliance to the Specification
Quality	AW6.1 – L13	Compliance to the Specification
Quality	AW6.1 – L14	Compliance to the Specification
Quality	AW6.1 – L15	Compliance to the Specification
Quality	AW6.1 – L1	Non-Disclosure Agreement
Quality	AW6.1 – L2	Non-Disclosure Agreement
Quality	AW6.1 – L3	Non-Disclosure Agreement
Quality	AW6.1 – L4	Non-Disclosure Agreement
Quality	AW6.1 – L5	Non-Disclosure Agreement
Quality	AW6.1 – L6	Non-Disclosure Agreement
Quality	AW6.1 – L7	Non-Disclosure Agreement
Quality	AW6.1 – L8	Non-Disclosure Agreement
Quality	AW6.1 – L9	Non-Disclosure Agreement
Quality	AW6.1 – L10	Non-Disclosure Agreement
Quality	AW6.1 – L11	Non-Disclosure Agreement
Quality	AW6.1 – L12	Non-Disclosure Agreement
Quality	AW6.1 – L13	Non-Disclosure Agreement
Quality	AW6.1 – L14	Non-Disclosure Agreement
Quality	AW6.1 – L15	Non-Disclosure Agreement
Commercial	AW6.3 – All	Environmental Permits
Commercial	AW6.5 – All	Compliance to the contractor approval documents
-	-	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, 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 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 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
<u>Lot 1 – Oils and Greases</u>			
Price	AW5.2 – L1	Price	30.00%
Quality	PROJ1.1	Disposal and recovery Route	20.00%
Quality	PROJ1.2	Risk assessment and Mitigation	25.00%
Quality	PROJ1.3	Contingency planning	25.00%
<u>Lot 2 – Electrical and Electronic Equipment</u>			
Price	AW5.2 – L2	Price	30.00%
Quality	PROJ2.1	Disposal and recovery Route	20.00%
Quality	PROJ2.2	Risk assessment and Mitigation	25.00%
Quality	PROJ2.3	Contingency planning	25.00%
<u>Lot 3 – Chemicals</u>			
Price	AW5.2 – L3	Price	30.00%
Quality	PROJ3.1	Disposal and recovery Route	20.00%
Quality	PROJ3.2	Risk assessment and Mitigation	25.00%
Quality	PROJ3.3	Contingency planning	25.00%
<u>Lot 4 – Paints</u>			
Price	AW5.2 – L4	Price	30.00%
Quality	PROJ4.1	Disposal and recovery Route	20.00%
Quality	PROJ4.2	Risk assessment and Mitigation	25.00%
Quality	PROJ4.4	Contingency planning	25.00%
<u>Lot 5 – Refractory Materials</u>			
Price	AW5.2 – L5	Price	30.00%
Quality	PROJ5.1	Disposal and recovery Route	20.00%
Quality	PROJ5.2	Risk assessment and Mitigation	25.00%
Quality	PROJ5.3	Contingency planning	25.00%
<u>Lot 6 – Wood</u>			
Price	AW5.2 – L6	Price	30.00%
Quality	PROJ6.1	Disposal and recovery Route	20.00%
Quality	PROJ6.2	Risk assessment and Mitigation	25.00%
Quality	PROJ6.3	Contingency planning	25.00%
<u>Lot 7 – Tyres</u>			
Price	AW5.2 – L7	Price	30.00%
Quality	PROJ7.1	Disposal and recovery Route	20.00%
Quality	PROJ7.2	Risk assessment and Mitigation	25.00%
Quality	PROJ7.3	Contingency planning	25.00%
<u>Lot 8 – Highly Flammable Material</u>			
Price	AW5.2 – L8	Price	30.00%
Quality	PROJ8.1	Disposal and recovery Route	20.00%
Quality	PROJ8.2	Risk assessment and Mitigation	25.00%

Quality	PROJ8.3	Contingency planning	25.00%
<u>Lot 9 – Tars</u>			
Price	AW5.2 – L9	Price	30.00%
Quality	PROJ9.1	Disposal and recovery Route	20.00%
Quality	PROJ9.2	Risk assessment and Mitigation	25.00%
Quality	PROJ9.3	Contingency planning	25.00%
<u>Lot 10 – Absorbents, Filter Materials, Wiping Cloths and Protective Clothing</u>			
Price	AW5.2 – L10	Price	30.00%
Quality	PROJ10.1	Disposal and recovery Route	20.00%
Quality	PROJ10.2	Risk assessment and Mitigation	25.00%
Quality	PROJ10.3	Contingency planning	25.00%
<u>Lot 11 – Coke Oven Gases</u>			
Price	AW5.2 – L11	Price	30.00%
Quality	PROJ11.1	Disposal and recovery Route	20.00%
Quality	PROJ11.2	Risk assessment and Mitigation	25.00%
Quality	PROJ11.3	Contingency planning	25.00%
<u>Lot 12 – Insulation and Asbestos-Containing Materials</u>			
Price	AW5.2 – L12	Price	30.00%
Quality	PROJ12.1	Disposal and recovery Route	20.00%
Quality	PROJ12.2	Risk assessment and Mitigation	25.00%
Quality	PROJ12.3	Contingency planning	25.00%
<u>Lot 13 – Construction and Demolition Waste</u>			
Price	AW5.2 – L13	Price	30.00%
Quality	PROJ13.1	Disposal and recovery Route	20.00%
Quality	PROJ13.2	Risk assessment and Mitigation	25.00%
Quality	PROJ13.3	Contingency planning	25.00%
<u>Lot 14 – General Waste</u>			
Price	AW5.2 – L14	Price	30.00%
Quality	PROJ14.1	Disposal and recovery Route	20.00%
Quality	PROJ14.2	Risk assessment and Mitigation	25.00%
Quality	PROJ14.3	Contingency planning	25.00%
<u>Lot 15 – Pressurised Containers</u>			
Price	AW5.2 – L15	Price	30.00%
Quality	PROJ15.1	Disposal and recovery Route	20.00%
Quality	PROJ15.2	Risk assessment and Mitigation	25.00%
Quality	PROJ15.3	Contingency planning	25.00%

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 = {weighting percentage} x {bidder's score} = 20% x 60 = 12

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

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

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

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

Example

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

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

Lot	Category	Envisaged number of Suppliers
Lot 1	Oils & greases	3
Lot 2	Electrical and Electronic Equipment	3
Lot 3	Chemicals	3
Lot 4	Paints	3
Lot 5	Refractory material	3
Lot 6	Wood	3
Lot 7	Tyres	3
Lot 8	Highly-flammable material	3
Lot 9	Tars	3
Lot 10	Absorbents, filter materials, wiping cloths and protective clothing	3
Lot 11	Coke Oven Gas Waste	3
Lot 12	Insulation and asbestos-containing materials	3
Lot 13	Construction and demolition waste	3
Lot 14	General Waste	3
Lot 15	Pressurised Containers	3

7.1.11 The Contracting Authority 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.

7.1.12 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 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, 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 services and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.

7.1.14 all material issued in connection with this RFP shall remain the property of the Contracting Authority and/or as applicable relevant OPB and shall be used only for the purpose of this procurement. All Due Diligence Information shall be either

returned to the Contracting Authority or securely destroyed by the Bidder (at the Contracting Authority's option) at the conclusion of the procurement

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

7.2. Bidder Site Visit

7.2.1 There will be site visits held in conjunction with this procurement, these visits will be held as detailed in section 3 – Timescales and in line with Appendix H – Site Visit timetable.

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

- [Emptoris Training Guide](#)
- [Emptoris e-sourcing tool](#)
- [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 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 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:
- 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 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 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.

7.10. 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 services and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the RFP or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with Paragraph 7.15 of this RFP.

7.12. Collusive behaviour

7.12.1 Any Bidder who:

- 7.12.1.1 Fixes or adjusts the amount of its Response by or in accordance with any agreement or arrangement with any other party; or
- 7.12.1.2 communicates to any party other than UK SBS, the Contracting Authority or, as applicable, relevant OPB the amount or approximate amount of its proposed Response or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Response or insurance or any necessary security); or
- 7.12.1.3 Enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Response; or
- 7.12.1.4 Enters into any agreement or arrangement with any other party as to the amount of any Response submitted; or
- 7.12.1.5 offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Response or proposed Response, any act or omission,

Shall (without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability which such conduct by a Bidder may attract) be disqualified.

7.13. No inducement or incentive

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

7.14. Acceptance of the Contract

- 7.14.1 The Bidder in submitting the Response undertakes that in the event of the Response being accepted by the Contracting Authority and the Contracting Authority confirming in writing such acceptance to the Bidder, the Bidder will within 14 days 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 Emptoris or Crown Commercial Service 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, and 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
“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 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

