

Request for Proposal



Request for Proposal (RFP) on behalf of Engineering and Physical Sciences Research Council

Subject: Ion Beam Modification and Analysis

Sourcing reference number: PR16007

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

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

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Section 1 – About UK Shared Business Services

Putting the business into shared services

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

It is our vision to become the leading provider for our customers of shared business services in the UK public sector, continuously reducing cost and improving quality of business services for Government and the public sector.

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

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

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

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

Our Customers

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

UK SBS currently manages £700m expenditure for its Customers.

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

Section 2 – About Our Customer

Engineering and Physical Sciences Research Council

EPSRC is the main UK government agency for funding research and training in engineering and the physical sciences, investing more than £800 million a year in a broad range of subjects – from mathematics to materials science, and from information technology to structural engineering.

The research EPSRC fund affects every aspect of our lives, from energy and the environment, through health, crime prevention, transport, construction and leisure time, to communications, nanotechnology and fundamental science.

The organisation's funded research has already led to improvements in MRI scanning to detect cancer, new ways of predicting and preventing flooding, the first controlled production of atomic antimatter, more durable artificial joints for our bodies, the lasers in our CD and DVD systems and software technologies to boost on-line shopping and the film industry

Examples of funded research

- University research into the technology and economics of energy storage, with an emphasis on securing environmentally-friendly and affordable power for the UK.
- A new national Carbon Capture and Storage Research Centre aimed at developing a low- carbon energy system for the UK.
- Developing the next generation of supercomputers.
- Creating a robotic organism for medical use.

Facing the uncertain economic future EPSRC strives to be ahead of the game, investing in world-class research into green technologies, medical advances and high-value manufacturing.

The organisation meets the needs of industry and society by working in partnership with universities to invest in people, scientific discovery and innovation. The knowledge and expertise gained maintains a technological leading edge, builds a strong economy and improves people's quality of life.

www.epsrc.ac.uk

Section 3 – Working with UK Shared Business Services Ltd.

Section 3 – Contact details		
3.1	Customer Name and address	Engineering and Physical Sciences Research Council Polaris House North Star Avenue Swindon SN2 1ET
3.2	Buyer	Melanie Hollingsworth
3.3	Buyer contact details	Melanie.hollingsworth@uksbs.co.uk
3.4	Estimated value of the Opportunity	£7 M - £9 M (including VAT)
3.5	Process for the submission of clarifications and Bids	<p>All correspondence shall be submitted within the Emptoris e-sourcing tool. Guidance Notes to support the use of Emptoris is available here.</p> <p>Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid <u>not</u> being considered.</p>

Section 3 - Timescales		
3.6	Date of posting of Contract advert to OJEU.	31/05/2016
3.7	Date RFP available to Bidders	03/06/2016
3.8	Bidder conference (if relevant)	N/A
3.9	Latest date / time RFP clarifications should be sent be received through Emptoris	01/07/2016 11.00
3.10	Latest date / time RFP clarification answers should be sent to all potential Bidders through Emptoris	05/07/2016 14.00
3.11	Closing date and time for Bidder to request RFP documents	11/07/2016

		11.00
3.12	Closing date and time for Bidder to submit their response ('the deadline').	11/07/2016 11.00
3.13	Clarifications and / or site visits (if required)	TBA
3.14	Anticipate date of notification of proposed Contract award to unsuccessful bidders	01/08/2016
3.15	Anticipated Contract Award Date	31/08/2016
3.16	Commencement of Contract	01/09/2016
3.17	Bid Validity Period	90 Days

Section 4 – Specification and about this procurement

Executive Summary

The EPSRC is looking to support a mid-range facility in Ion Beam Modification and Analysis for three years with an intention to extend to five years. A facility may be a single or distributed site. In the case of the latter, EPSRC expects the facility to operate as a single effective unit.

The successful bidder will have a costed access plan, risk management and staff training model covering any subcontractors. The facility must be able to offer internationally leading quality for this service, clear and effective access protocols for users accessing the service, and provision in training and/or assisting new users. The facility will be an integral part of the research needs of the Engineering and Physical Sciences community.

Definition:

“The Facility” means the mid-range facility for Ion Beam Modification and Analysis of Materials and Devices as described in this specification document.

Detailed Specification

Introduction

The Engineering and Physical Sciences Research Council's (EPSRC) vision is for the UK to be the best place in the world to research, discover and innovate. To this end, EPSRC supports a research portfolio of £ 2.5 billion in areas such as physics, chemistry, mathematics, material sciences, computing and engineering:

<https://www.epsrc.ac.uk/research/>. EPSRC also invests in people, supporting 5,500 researchers and 9,000 doctoral students. Over 2,800 organisations are involved in collaborative grants, leading to a direct avenue to accelerate the economic and societal impact of EPSRC funding.

As an integral part of its portfolio, EPSRC invests in a range of mid-range facilities to offer the UK research community access to excellent infrastructure and expertise.

EPSRC mid-range facilities are defined as research facilities which provide resources that are of limited availability to UK researchers for one of several reasons including:

- The relative cost of the equipment and the supporting infrastructure required
- Dedicated equipment and supporting infrastructure is not required in every University
- Particular expertise is needed to operate the equipment or interpret the results
- Progress is enhanced by sharing information or software.

All currently supported EPSRC mid-range facilities can be found on the EPSRC website:

<https://www.epsrc.ac.uk/research/facilities/access/currentmidrange facilities/>

EPSRC has initiated an annual call for statements of need to identify community requirements for mid-range facilities. Statements of need are subject to expert peer review and prioritised by an expert panel:

<https://www.epsrc.ac.uk/research/ourportfolio/themes/researchinfrastructure/subthemes/acce>

[ss/midrange/](#)

Following a successful statement of need, EPSRC wishes to support a facility in ion beam implantation, irradiation and analysis.

The EPSRC is looking to support this mid-range facility through a three year contract with the intention to extend for a further two years subject to satisfactory performance i.e. a 3+2 year contract.

Summary

The Facility will be supported by EPSRC *via* an official contract document for this service, which has been competitively tendered and agreed by UKSBS / EPSRC with the Provider.

This procurement will be delivered by UKSBS, the shared business services provider for UK public sector organisations, on behalf of the EPSRC and will be conducted *via* the EU OJEU Open tender process. The working language of the service shall be English and all communications with UKSBS, Research Councils and users shall be in English.

UKSBS invite bids to meet the requirements described and specified and listed below and generally in accordance with the given programme.

For all bids submitted to the UKSBS / EPSRC, and any that are subsequently awarded a formal contract document and official purchase order, UKSBS / EPSRC shall reserve the right to agree contract flexibility and adjust quantity requirements and/or the delivery timing set out in the given programme, should it be conducive for UKSBS or EPSRC so to do.

Scope

The scope of the Facility has been developed by EPSRC following a statement of need developed by the research community and with the help of an expert advisory panel.

The successful bidder shall be expected to provide an Ion Beam modification and Analysis facility and service on behalf of EPSRC for researchers who may be located in any Research or HE establishment in the UK and who are undertaking research in the engineering and physical sciences: <http://www.rcuk.ac.uk/funding/eligibilityforrcs/>

The facility covered by this tender document will be required by EPSRC to support research into Analytical and applied aspects of materials and devices across EPSRC's grant portfolio, contributing to the ICT, Engineering, Energy, Physical Sciences, Manufacturing the Future and Healthcare Technologies themes, and relevant theme strategic priorities as outlined on the EPSRC website: <https://www.epsrc.ac.uk/research/ourportfolio/themes/>

The EPSRC is looking to support this mid-range facility through a three year contract with the intention to extend for a further two years subject to satisfactory performance (3+2 years). EPSRC expects the total cost of any contract for a period of 3+2 years arising as a result of this tender to be between £6 M - £9 M (including VAT over the course of the full 5 years).

As part of the evaluation process bidders should be available to attend a clarification meeting date to be confirmed.

Background to Requirements

Details of the current EPSRC facility in Ion Beam modification and analysis can be found here: <http://www.surrey.ac.uk/ati/ibc/>

EPSRC is looking for a bidder to provide excellent state-of-the-art **infrastructure** and **expertise**, and have the ability to take a leadership role in the field for the benefit of the UK research community. It is essential that this facility is able to meet the current and projected future requirements of UK researchers, thereby contributing to EPSRC's vision for the UK to be the best place in the world to research, discover and innovate.

Requirements

The following pages provide a description of the requirements for the Facility:

Technical

Instrumentation and Technical Capabilities

The required facility in ion beam and implantation, irradiation and analysis is expected to satisfy at least the following specifications:

- **Ion Beam Services:**
 - The Facility must be compatible with a range of sample sizes from a few mm to a maximum which should be no smaller than 150mm
 - The Facility must include an implantation capability with a high proven degree of uniformity and fluency accuracy for a majority of ions across the periodic table.
 - The Facility must operate with an energy range from a few keV (or lower) to a few MeV (or higher)
 - The Facility must provide cleanroom facilities appropriate to the needs of research Users, to a minimum of class 10,000.
 - The Facility must be temperature-controllable for implantation within a range from 77K (lower would be desirable) to 1000K
 - The Facility must provide demonstrably appropriate in-situ monitoring of the sample (for example surface analysis or spectroscopy).
 - The Facility must provide an extensive suite of ion beam analysis tools at a level appropriate to a national facility, including but not limited to, RBS, PIXE, Elastic Recoil Detection and channelling. These analysis tools must be available using broad beams as well as sub-micron focussed beams for imaging and mapping of trace elements in samples.
- **Pre & Post Processing Facilities:** EPSRC requires a demonstrably appropriate pre-processing facilities, appropriate to the requirements of Users. Post-processing facilities and support should be available, including but not limited to annealing furnaces and RTA/RTP.

- **Simulation, Modelling and Analysis Tools:** The Bidder must provide details that they will provide simulation, modelling and analysis tools that are demonstrably appropriate for supporting experimental capabilities.

Any additional technical capabilities that will add value to the research community using this service and/or complement the above essential services may also be incorporated in the bid for this facility. In such cases, the fact that these capabilities support and add value to Ion Beam services will be clearly demonstrated.

Advancing State of the Art

EPSRC requires the facility to:

- Drive technology forwards to maintain state-of-the-art capabilities, and compatibility with novel materials.
- Demonstrate national leadership; the bidder should be able to articulate a plan for the facility to assume a leadership role in sustaining excellent quality research in this field in the UK.

Sample preparation, Transportation and Storage

- The Facility must have appropriate procedures for the safe preparation, transportation and storage of any hazardous, degradable or biological samples. This should include certification where there is a regulatory requirement.
- The facility will need to have procedures in place to deal with any sensitive/confidential sample's details/specification, and appropriate non-disclosure agreements must be set in place to deal with such eventualities.

Operational

Service Delivery

- **Service capacity:**
EPSRC expects that the facility proposed by the bidding organisation will specify a plan for maximising usage, access and flexibility (allowing for planned downtime, maintenance, calibration etc.), including overnight and weekend use.
- **Maintenance, upgrades and servicing:**
EPSRC expects that the proposed facility will remain operationally viable throughout the contract period and that the bidding organisation will provide a plan providing details on how the capability of the facility and the related storage, preparatory and ancillary equipment would be maintained. This should include details of agreements with the appropriate equipment manufacturer for upgrading and developing the equipment and facility. Basic details for routine service (daily, weekly, and monthly) and preventative maintenance (quarterly, annually) should be provided. Any requests for significant capital expenditure for equipment upgrade must be fully justified and costed in the bid.

EPSRC wishes to understand what contingency plans the proposed facility has in

place to maintain a service to users during scheduled maintenance periods, unscheduled downtime due to equipment breakdown and extreme circumstances (e.g. fire, flood, contamination etc.) that lead to an extended period of downtime. EPSRC would expect the facility to have a contingency plan in place that enables researchers to access an alternative service provider in case of prolonged downtime.

- **Equipment location(s) and user travel considerations:** EPSRC requires details of the suitability of the equipment location(s) for the proposed facility. The equipment location(s) must represent value for money for EPSRC & UK researchers, with transport links to enable access from universities all over the UK. Equipment accommodation must be available for the duration of the 3+2 contract period, and any site changes must be managed with no interruption of service. Bidders should demonstrate appropriate consideration of travel, subsistence, local accommodation and working environment (including system access) for users.
- **Site(s) user facilities and welfare:** Details of the Facility-specific security of the site and appropriate systems and procedures on site to maintain safety and welfare of users should be provided.
- **Service access:**
It is essential to EPSRC that the proposed facility can be accessible for the duration of the contract by EPSRC funded students, post-doctoral researchers and academic researchers in physical sciences and engineering research in the UK, along with provision for pump priming or short discretionary studies. A common accessibility strategy must be in place whether this is a single or multiple site bid.

It is important that access to the proposed facility is fair and transparent for all potential users. EPSRC needs to understand how access to the proposed facility will be managed by the bidding organisation. The bidder should describe the formal procedure for accepting and prioritising applications providing details of the quality assessment of the applications through all access routes.

EPSRC needs to understand what options there will be for a percentage of the facility to be open to researchers in areas beyond EPSRC's remit, e.g. interdisciplinary researchers and business customers, and how scheduling for these will be prioritised.

- **Data storage**
Experimental data must be backed up in a safe and secure location and the procedure for doing so must be described in the tender document.
- **Remote access / web-interface**
EPSRC expects the facility proposed by the bidding organisation to have a website which provides information on the facility. There should be a facility for user to access data, simulation and modelling tools remotely, along with software for data processing and analysis and expert advice.
- **Technical and scientific support for users**
It is expected by EPSRC that all users will have access to expert advice in all aspects of Ion Beam Modification and Analysis.
- **Training provision for users:**
EPSRC expects user training provision to be available, including the expertise and experience of those involved in training for the different levels of users. This should take into account the needs of different user groups (e.g. students, academic

researchers,). This should include how the facility will engage with future generations of researchers, including Centres for Doctoral Training:

<https://www.epsrc.ac.uk/skills/students/centres/>

- **Policy on data storage, retention and archiving, including at the end of the Contract period**

EPSRC expects the facility proposed by the bidding organisation to have in place appropriate and robust systems and procedures to ensure Data Protection during collection, storage & processing.

EPSRC requires there to be a plan for storing and managing research data as well as having robust procedures for the exploitation and protection of Intellectual Property.

People and Management

It is essential for EPSRC that the facility proposed by the bidding organisation shall be led, managed and directed by a Nominated Individual (Facility Director) who will be ultimately responsible for the execution of any contract that shall arise as a result of this tender. The Facility Director must have an international standing in the field of ion beam implantation, irradiation and analysis, and must have the skills required to effectively manage strategy and personnel associated with the facility. Continuity of management plans must be in place in the event of the proposed director leaving and/or other senior staff changes. EPSRC requires a staffing plan for the proposed facility to demonstrate this.

Any subcontracting arrangements: EPSRC expects the bidder to state what role any subcontractor/s may play in fulfilling this requirement including the extent of the involvement. The bidders should have access to any specified sub-contractors for the duration of the contract. Where this is not the case bidders need to provide justification for why the sub-contractors are required for the specified time.

Charging models and Financial Sustainability

It is essential to EPSRC that there is an access and charging model for the potential full 3+2 year duration of the contract term. From the start of the contract the holders must offset the running costs of the service, for example by introducing access charges for a range of different users, on route towards becoming a financially sustainable service.

It is essential that the bidder provides convincing evidence that the proposed model provides maximal value to the UK engineering and physical sciences research community, while aspiring towards the long term financial sustainability of the facility.

The following principles should be kept in mind:

- a. The access model must ensure a high level of quality assurance for the supported projects
- b. The access model should be appropriate for various types of user;

The access and charging model should include details of costs, with a breakdown of charges for the different user groups who will be requesting access to the facility, their requirements, access route and associated charges for the potential full 5 years.

The charging model does not have to take into account capital depreciation of equipment.

Communications and External Interfaces

EPSRC requires a clear communications plan. It is essential to EPSRC that the facility provides an excellent service to a broad user community. It is necessary that sufficient detail is provided in order for EPSRC to understand how information about the available capabilities and access to the facility is disseminated including website, user meetings, outreach events and dissemination material.

EPSRC expect that plans for managing communications and external interfaces will play a key role in the facility's national leadership position in the field of ion beam implantation, irradiation and analysis.

Performance and Reporting

Governance

EPSRC expects that a governance structure for the facility will be put in place. This should include a management board and an independent steering committee. The independent steering committee should be composed of external advisors, including a member of EPSRC, and international and industry representation to monitor the actions of the proposed facility.

Terms of reference of all governance bodies must be presented to and signed off by EPSRC within 6 months of the start of the contract.

Dispute resolution and an escalation plan for resolving contractual disputes between EPSRC and facility should also be provided. A template for this is included in Annex 1.

Service Levels

The expectation of EPSRC is that as a result of this tender any contract awarded will include KPIs and SLAs that the facility will aspire to meet. These may include but are not limited to those given in Annex 2. Additional ones may be proposed and these will be evaluated as part of the bid.

The Service Level Agreements (SLAs) and Key Performance Indicators (KPIs) will be published on the facility website, and reported on annually as required by EPSRC.

EPSRC expects that a proposed facility will have a process in place for complaints and monitoring of user satisfaction. The bidder should give an explanation and provide details of the proposed feedback processes and how feedback will be used to implement service improvements.

Transition and Start-up

It is an essential EPSRC requirement that the bidder provides a clear Transition Plan to cover the period between the end date of the current facility's contract and both the 'Commencement of Service' and a 'Fully Operational Service'. The bidder should state in their bid how much time they will require for a transition period to ensure continuity of service.

Reporting

EPSRC expects any bidder to be willing to complete a quarterly deliverables report to accompany the invoice each quarter. A more detailed 6 monthly service report and a separate annual report to EPSRC is also required, including, for example, performance metrics against KPIs/SLAs, number of facility users and evidence for engagement with new user communities, supported projects, service improvements and a vision for future. Bidders should provide full details of this in their bids.

EPSRC also expects any bidder to be willing to provide reasonable information to EPSRC at any time during the terms of the contract and work with EPSRC to achieve its strategic priorities. Including reasonable access to any financial accounts which are used for this requirement.

Contract Review

At the end of the initial three year contract period, EPSRC will review the service delivery and make a decision about continuing the contract for the additional two years to the full five year term.

Exit Plan

EPSRC requires an exit plan for the facility which will be subject to approval by EPSRC following award of a contract to a successful bidder. A template for this is included in Annex 3

Risk Management

EPSRC expects bidding organisations to provide details of the risk management strategy which they will have in place.

Other Issues

Safety Issues

EPSRC expects that the proposed facility will have a health and safety policy in place, fulfilling all legal requirements including COSHH legislation, and as part of this, have provision for training of new users and assessment of user competency to use the facility.

Environmental Issues

EPSRC expects that the named Facility will operate with the lowest “Carbon Footprint” that is consistent with optimal function of the system.

Intellectual Property

The bidder should provide their Intellectual Property (IP) policy as part of the bid, and EPSRC would like to see a willingness to adapt this to meet the mutual interests of all parties if relevant.

Finance

It is essential to EPSRC that all costs of the proposed facility across the 3+2 years of the full-

term contract are detailed in the tender documentation on the spreadsheet provided in Annex 4. All bidders must complete the financial plan and include VAT where appropriate. Any VAT exemptions must be accompanied by written confirmation from HMRC.

You will need to provide a separate detailed breakdown of all capital and resource costs on the spreadsheet. This should take into account costs for new equipment, foreseeable equipment upgrades, maintenance, staffing, consumables, contingency budget and any other costs.

EPSRC needs to understand what services can be offered without immediate equipment upgrade and any details the capital requirements on the timescales of a potential 3+2 year contract. Please be aware that EPSRC reserves the right to adjust any capital awards to the agreed costs.

This will include details of what costs will be recouped through charging, as well as any other contributions by third parties towards the facility.

EPSRC expects there to be a detailed plan of how the facility finances will be managed and overseen throughout the life of the contract to ensure that the facility does not exceed the stated value of the budget.

The Contract duration shall be for a period of 3 years with optional extensions of 2 year period from commencement of the Contract.

Section 5 – Evaluation model

5.1 Introduction

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

5.2 Evaluation of Bids

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

5.3. SELECTION questionnaire

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

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

Selection Pass/fail criteria		
Questionnaire	Q No.	Question subject
Selection Part B	SEL2.2	Conviction for conspiracy
Selection Part B	SEL2.3	Conviction for corruption
Selection Part B	SEL2.4	Conviction for bribery
Selection Part B	SEL2.5	Conviction for fraud
Selection Part B	SEL2.6	Conviction for Terrorism/ Serious Crime
Selection Part B	SEL2.7	Conviction for Money Laundering
Selection Part B	SEL 2.8	Conviction for proceeds of crime
Selection Part B	SEL 2.9	Conviction for other offences
Selection Part B	SEL 2.10	Tax and social security breaches
Selection Part C	SEL3.2	Compliance with applicable obligations in the fields of environmental, social and labour law.
Selection Part C	SEL3.3	Bankruptcy, Insolvency or Winding up
Selection Part C	SEL3.4	Grave Professional misconduct
Selection Part C	SEL3.5	Agreements with other economic operators that create a Distortion of Competition
Selection Part C	SEL3.6	Conflict of interest within meaning of regulation 24
Selection Part C	SEL3.7	Distortion of competition within the meaning of regulation 41
Selection Part C	SEL3.8	Deficiencies in performance of prior public contract
Selection Part C	SEL3.9	Serious Misrepresentation
Selection Part C	SEL3.10	Tax Returns
Selection Part C	SEL3.11	Compliance to Modern Slavery Act 2015
Selection Part D	SEL4.1	Economic and Financial standing assessment
Selection Part D	SEL4.3	Guarantee
Selection Part D	SEL4.4	Insurance
Selection Part E	SEL5.2	Health and Safety Policy
Selection Part E	SEL5.3	Remedial Orders relating to Health and Safety Executive (or equivalent)
Selection Part E	SEL5.4	Conviction of breaching environmental Legislation
Selection Part E	SEL5.5	Sub-contractors infringement of environmental Legislation
Selection Part E	SEL5.6	Unlawful Discrimination

Selection Part E	SEL5.7	Sub-contractor checks for unlawful discrimination
Selection Part E	SEL5.11	Previous Experience
Selection Part E	FOI1.1	Freedom of information
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, UK SBS reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.	

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

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

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

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	Form of Bid
Commercial	AW1.2	Bid validity period
Commercial	AW1.3	Certificate of bona fide Bid
Commercial	AW4.1	Compliance to the Contract Terms
Commercial	AW4.2	Changes to the Contract Terms
Price	AW5.1	Firm and fixed price
Price	AW5.3	Open book policy
Price	AW5.4	Retrospective discount
Commercial	AW5.5	E Invoice
Commercial	AW5.6	E Invoice implementation
Quality	AW6.1	Compliance to the Specification
Quality	AW6.8	Equipment Accommodation
Project	Proj1.1	Service Operation

Project	Proj1.4	Disater Recovery
Project	Proj1.9	Non-Disclosure Agreement
Project	Proj2.1	Transition Plan
Project	Proj2.3	Dispute Resolution
Project	Proj2.4	Reporting
-	-	Request for Quotation response – received on time within the e-sourcing tool
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, UK SBS reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.	

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

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

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

Award Scoring criteria			
Evaluation Justification Statement			
In consideration of this particular requirement UK SBS has decided to evaluate Potential Providers by adopting the weightings/scoring mechanism detailed within this RFP. UK SBS considers these weightings to be in line with existing best practice for a requirement of this type.			
Questionnaire	Q No.	Question subject	Maximum Marks
Price	AW5.2	Price	20.00%
Award	AW6.3	Evidence for core technical capabilities: Ion Beam Services	13.50%
Award	AW6.4	Evidence for core technical capabilities: Pre & Post Processing Facilities:	4.50%
Award	AW6.5	Evidence for core technical capabilities:Simulation, Modelling and Analysis Tools	4.50%

Award	AW6.6	Advancing state of the art	11.25%
Award	AW6.7	Sample preparation, transportation and storage:	11.25%
Service Delivery	PROJ1.0	Service Capacity	4.50%
Service Delivery	PROJ1.2	Planned Equipment Upgrades	3.00%
Service Delivery	PROJ1.5	Equipment Location & Equipment Accommodation	3.00%
Service Delivery	PROJ1.7	Service Access for Users	3.00%
Service Delivery	PROJ1.8	Technical Support and Training	3.00%
Service Delivery	PROJ1.10	People and Management: Management structures	3.00%
Service Delivery	PROJ1.11	People and Management: Staff Management and Development	3.00%
Service Delivery	PROJ1.13	People and Management: (Quality assurance)	3.00%
Service Delivery	PROJ1.14	Charging Models	4.50%
Performance and Reporting	PROJ2.2	Governance	5.00%

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/Total Points available multiplied by 20 ($60/100 \times 20 = 12$)

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

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

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

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

Score	Evaluation response
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 acceptable. Requires major revision to the proposal to make it acceptable. Only partially answers the requirement, with major deficiencies and little relevant detail proposed.
40	Poor response with deficiencies apparent. Some useful evidence provided. Low probability of success, sufficient obstacles but correctable.
60	Response is acceptable but remains basic and could have been expanded upon. Response is sufficient but does not inspire.
80	Response exceeds minimum expectations including a level of detail which adds value to the bid.
100	Excellent response – comprehensive and useful. no weaknesses noted. The response is innovative and includes a full description of techniques and measurements to be employed.

All questions will be scored based on the above mechanism. Evaluators will review and score bids individually before moderation to reach a consensus score. In the event that there is not a common consensus, individual scores will be averaged (mean) to determine your final score as follows:

Example

Evaluator 1 scored your bid as 60

Evaluator 2 scored your bid as 40

Evaluator 3 scored your bid as 80

Evaluator 4 scored your bid as 60

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

Price elements will be judged on the following criteria.

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

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

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

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

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

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

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

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

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

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

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

5.5. Evaluation process

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

Stage	Summary of activity
Receipt and Opening	<ul style="list-style-type: none">RFP logged upon opening in alignment with UK SBS's procurement procedures.Any RFP Bid received after the closing date will be rejected unless circumstances attributed to UK SBS or the e-sourcing tool beyond the bidder control are responsible for late submission.
Compliance check	<ul style="list-style-type: none">Check all Mandatory requirements are acceptable to UK SBS.Unacceptable Bids maybe subject to clarification by UK SBS or rejection of the Bid.
Scoring of the Bid	<ul style="list-style-type: none">Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the Selection criteria.
Clarifications	<ul style="list-style-type: none">The Evaluation team may require written clarification to Bids
Re - scoring of the Bid and Clarifications	<ul style="list-style-type: none">Following Clarification responses, the Evaluation team reserve the right to independently re-score the Bid and Clarifications and provide a commentary of their re-scoring justification against the Selection criteria.

Shortlisting of Bidders	<ul style="list-style-type: none"> UK SBS will shortlist the Bidders based on the Responses received and the Evaluation Model detailed in Section 5 of the RFP.
Validation of 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.ukpbs.co.uk/services/procure/Pages/supplier.aspx>

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 7 – General information

7.1. Introduction

- 7.1.1 UK SBS wishes to establish a Contract for the provision of Ion Beam Modification and Analysis facility. 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 **services** Contract being procured under the OJEU Open Procedure
- 7.1.2 UK SBS is procuring the Contract for add for its exclusive use or cross reference the list of customers provided in the [OJEU Notice](#) or [Contracts Finder](#) Notice supported if relevant by the statement on the UK SBS website currently located [here](#). (OPB)
- 7.1.3 UK SBS logo, trademarks and other identifying marks are proprietary and may not be incorporated in the Companies response without UK SBS’s written permission.
- 7.1.4 The Bidder shall indemnify and keep indemnified UK SBS against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Bidder of this document.
- 7.1.5 If there is any doubt with regard to the ambiguity of any question or content contained in this questionnaire then PLEASE ASK a clarification question, but please ensure that your question is via the formal clarification process in writing to the UK SBS representative nominated. No approach of any kind in connection with this opportunity should be made to any other person within, or associated with UK SBS. All information secured outside of this named contact shall have no legal standing or worth and should not be relied upon.
- 7.1.6 It remains the responsibility of the Bidder to keep UK SBS informed of any matter that may affect continued qualification
- 7.1.7 Prior to commencing formal evaluation, Submitted Responses will be checked to ensure they are fully compliant with the Pass / Fail criteria within the Evaluation model. Non-compliant Submitted Responses may be rejected by UK SBS. Submitted Responses which are deemed by UK SBS to be fully compliant will proceed to evaluation. These will be evaluated using the criteria and scores detailed in the matrix set out in [Section 5](#).
- 7.1.8 Following evaluation of the submitted Responses and approval of the outcome UK SBS intends to select a short list of Bidders to proceed to Award stage of this Procurement.
- 7.1.9 Whilst it is UK SBS’s [and any relevant Other Public Bodies] intention to purchase the majority of its **services** under this Contract Arrangement from the Supplier(s) appointed this does not confer any exclusivity on the appointed Suppliers. UK SBS and any relevant Other Public Bodies reserve the right to purchase any **services** and services (including those similar to the **services** covered by this procurement) from any Supplier outside of this Contract..

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

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

7.2. 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 UK SBS on condition that:
- 7.3.1.1 Bidders shall at all times treat the contents of the RFP and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
 - 7.3.1.2 Bidders shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;
 - 7.3.1.3 Bidders shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Response; and

- 7.3.1.4 Bidders shall not undertake any publicity activity within any section of the media in relation to this procurement
- 7.3.2 Bidders may disclose, distribute or pass any of the Information to the Bidder's advisers, sub-contractors or to another person provided that either:
 - 7.3.2.1 This is done for the sole purpose of enabling a Response to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Bidder; or
 - 7.3.2.2 The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract arising from it; or
 - 7.3.2.3 The Bidder is legally required to make such a disclosure
- 7.3.3 In paragraphs 7.3.1 and 7.3.2 above the term 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.
- 7.3.4 UK SBS may disclose detailed information relating to Responses to its employees, agents or advisers and UK SBS may make any of the Contract documents available for private inspection by its officers, employees, agents or advisers. UK SBS also reserves the right to disseminate information that is materially relevant to the procurement to all Bidders, even if the information has only been requested by one Bidder, subject to the duty to protect each Bidder's commercial confidentiality in relation to its Response (unless there is a requirement for disclosure as explained in paragraphs 7.4.1 to 7.4.3 below).
- 7.3.5 All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.

For these purposes, UK SBS may disclose within Government any of the Bidders documentation/information (including any that the Bidder considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Bidder to UK SBS during this Procurement. Subject to section 7.4 below, the information will not be disclosed outside Government. Bidders taking part in this RFP consent to these terms as part of the competition process.
- 7.3.6 From 2nd April 2014 the Government is introducing its new Government Security Classifications ("GSC") classification scheme to replace the current Government Protective Marking System ("GPMS"). A key aspect of this is the reduction in the number of security classifications used. All Bidders are encouraged to make themselves aware of the changes and identify any potential impacts in their Bid, as the protective marking and applicable protection of any material passed to, or generated by, you during the procurement process or pursuant to any Contract awarded to you as a result of this tender process will be subject to the new GSC from 2nd April 2014. The link below to the Gov.uk website provides information on the new GSC: <https://www.gov.uk/government/publications/government-security-classifications>

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

7.4 Freedom of information

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

7.5. Response Validity

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

7.6. Timescales

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

7.7. UK SBS's Contact Details

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

7.8. Preparation of a Response

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

7.9. Submission of Responses

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

- 7.9.2 UK SBS may at its own absolute discretion extend the closing date and the time for receipt of Responses specified [Section 3](#).
- 7.9.3 Any extension to the RFP response period will apply to all Bidders.
- 7.9.4 Any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided. Failure to adhere to this requirement will result in the Response not being considered.
- 7.9.5 UK SBS does not accept responsibility for the premature opening or mishandling of Responses that are not submitted in accordance with the instructions of this document.
- 7.9.6 The Response and any documents accompanying it must be in the English language
- 7.9.7 Bidders must submit their response through the e-sourcing tool:
- 7.9.8 Responses will be submitted any time up to the date indicated in [Section 3](#). Responses received before this deadline will be retained in a secure environment, unopened until this deadline has passed.
- 7.9.9 Responses received after the date indicated in [Section 3](#) shall not be considered by UK SBS unless the Bidder can justify the reason for the delay.
- 7.9.9.1 The Bidder must demonstrate irrefutable evidence in writing they have made best endeavours to ensure the Response was received on time and that the issue was beyond their control.
- 7.9.9.2 Any request for a late Response to be considered must be emailed to bids@uksbs.co.uk in advance of 'the deadline' if a bidder believes their Response will be received late.
- 7.9.9.3 UK SBS reserves the right to accept or reject any late Response without justification to the affected Bidder and make no guarantee it will consider any request for a late Response to be considered.

7.10. Canvassing

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

7.11. Disclaimers

- 7.11.1 Whilst the information in this RFP, Due Diligence Information and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.
- 7.11.2 Neither UK SBS, nor any relevant OPB's nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:
- 7.11.2.1 makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the RFP; or

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

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

7.12. Collusive behaviour

7.12.1 Any Bidder who:

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

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

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

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

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

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

7.13. No inducement or incentive

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

7.14. Acceptance of the Contract

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

Bidder, the Bidder will within 14 days of being called upon to do so by UK SBS execute the Contract in the form set out in the Contract Terms or in such amended form as may subsequently be agreed.

7.14.2 UK SBS shall be under no obligation to accept the lowest priced or any Response.

7.15. Queries relating to the Response

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

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

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

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

7.15.5 In order to ensure equality of treatment of Bidders, UK SBS intends to publish the questions and clarifications raised by Bidders together with UK SBS's responses (but not the source of the questions) to all participants on a regular basis.

7.15.6 Bidders should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if UK SBS at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Bidders would potentially benefit from seeing both the query and UK SBS's response, UK SBS will:

7.15.6.1 invite the Bidder submitting the query to either declassify the query and allow the query along with UK SBS's response to be circulated to all Bidders; or

7.15.6.2 request the Bidder, if it still considers the query to be of a commercially confidential nature, to withdraw the query prior to the end of the closing date and time for Bidder clarifications.

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

7.16. Amendments to Response Documents

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

7.17. Modification and withdrawal

7.17.1 Bidders may modify their Response where allowable within the e-sourcing tool. No Response may be modified after the deadline for submission of Responses.

7.17.2 Bidders may withdraw their Response at any time prior the deadline for submission of Responses [or any other time prior to accepting the offer of a Contract]. The notice to withdraw the Response must be in writing and sent to UK SBS by recorded delivery or equivalent service and delivered to UK SBS at UK Shared Business Services Ltd, Procurement Policy Manager, Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1ET

7.18. Right to disqualify or reject

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

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

7.19. Right to cancel, clarify or vary the process

7.19.1 UK SBS reserves the right to:

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

7.20.. Notification of award

7.20.1 UK SBS will notify the successful Bidder of the Contract award in writing and will publish an Award Notice in the Official Journal of the European Union in accordance with the Regulations within 30 days of the award of the contract.

7.20.2 As required by the Regulations all unsuccessful Bidders will be provided with an email advising the outcome of the submission of their RFP response.

Appendix ‘A’ Glossary of Terms

TERM	MEANING
“UK SBS”	means UK Shared Business Services Ltd herein after referred to as UK SBS.
“Bid”, “Response”, “Submitted Bid”, or “RFP Response”	means the Bidders formal offer in response to this Request for Proposal
“Bidders”	means the organisations being invited to respond to this Request for Proposal
“Central Purchasing Body”	means a duly constituted public sector organisation which procures goods/services for and on behalf of contracting authorities
“Conditions of Bid”	means the terms and conditions set out in this RFP relating to the submission of a Bid
“Contract”	means the agreement to be entered by UK SBS and the Supplier following any award under the procurement
“Contracting Bodies”	means UK SBS and any other contracting authorities described in the OJEU Contract Notice
“Customer”	means the legal entity (or entities) for which any Contract agreed will be made accessible to.
“Direct Award”	means the award of a Call Off Contract by application of the terms laid down in the Contract without re-opening competition
“Due Diligence Information”	means the background and supporting documents and information provided by UK SBS for the purpose of better informing the Bidders responses to this Request for Proposal
"EIR"	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
FoIA	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
“Lot”	means a discrete sub-division of the requirements
“Mandatory”	Means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
“OJEU Contract Notice”	means the advertisement issued in the Official Journal of the European Union
“Order”	means an order for served by any Contracting Body on the Supplier
“Other Public Bodies”	means all Contracting Bodies except UK SBS
“Request for Proposal” or “RFP”	means this Request for Proposal documentation and all related documents published by UK SBS and made available to Bidders and includes the Due Diligence Information. NOTE: This document is often referred to as an Invitation to Tender within other organisations
“Supplier”	means the organisation awarded the Contract
“Standard Goods /Services”	means any goods/services set out at within Section 4 Specification

