

Request for Proposal



Department for Energy Security & Net Zero

Request for Proposal (RFP) on behalf of the Department for Energy Security & Net Zero

Subject: The Provision of Offshore Renewables Decommissioning Technical Advice

Sourcing Reference Number: PS24063

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Section 1 – About UK Shared Business Services

Putting the business into shared services

UK Shared Business Services Ltd (UKSBS) 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.

UKSBS 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), UKSBS' 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 UKSBS and Crown Commercial Services (CCS – previously Government Procurement Service) agree a Memorandum of Understanding with UKSBS to deliver two major procurement categories (construction and research) across Government.

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

Privacy Statement

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

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

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

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

Privacy Notice

This notice sets out how the Contracting Authority will use your personal data, and your rights. It is made under Articles 13 and/or 14 of the UK General Data Protection Regulation (UK GDPR).

YOUR DATA

The Contracting Authority will process the following personal data:

Names and contact details of employees involved in preparing and submitting the bid;
Names and contact details of employees proposed to be involved in delivery of the contract;
Names, contact details, age, qualifications and experience of employees whose CVs are submitted as part of the bid.

Purpose

The Contracting Authority are processing your personal data for the purposes of the tender exercise, or in the event of legal challenge to such tender exercise.

Legal basis of processing

The legal basis for processing your personal data is processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the data controller, such as the exercise of a function of the Crown, a Minister of the Crown, or a government department; the exercise of a function conferred on a person by an enactment; the exercise of a function of either House of Parliament; or the administration of justice.

Recipients

Your personal data will be shared by us with other Government Departments or public authorities where necessary as part of the tender exercise. The Contracting Authority may share your data if required to do so by law, for example by court order or to prevent fraud or other crime.

Retention

All submissions in connection with this tender exercise will be retained for a period of (7) years from the date of contract expiry, unless the contract is entered into as a deed in which case it will be kept for a period of (12) years from the date of contract expiry.

Your Rights

You have the right to request information about how your personal data are processed, and to request a copy of that personal data.

You have the right to request that any inaccuracies in your personal data are rectified without delay.

You have the right to request that any incomplete personal data are completed, including by means of a supplementary statement.

You have the right to request that your personal data are erased if there is no longer a justification for them to be processed.

You have the right in certain circumstances (for example, where accuracy is contested) to request that the processing of your personal data is restricted.

You have the right to object to the processing of your personal data where it is processed for direct marketing purposes.

You have the right to object to the processing of your personal data.

International Transfers

As your personal data is stored on our IT infrastructure and shared with our data processors Microsoft and Amazon Web Services, it may be transferred and stored securely in the UK and European Economic Area. Where your personal data is stored outside the UK and EEA it will be subject to equivalent legal protection through the use of Model Contract Clauses

Complaints

If you consider that your personal data has been misused or mishandled, you may make a complaint to the Information Commissioner, who is an independent regulator. The Information Commissioner can be contacted at:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
0303 123 1113
casework@ico.org.uk

Any complaint to the Information Commissioner is without prejudice to your right to seek redress through the courts.

Contact Details

The data controller for your personal data is:

The Department for Energy Security & Net Zero (DESNZ)

You can contact the Data Protection Officer at:

DESNZ Data Protection Officer, Department for Energy Security & Net Zero, 1 Victoria Street, London SW1H 0ET.

Section 2 – About the Contracting Authority

Department for Energy, Security and Net Zero (DESNZ)

The Department for Energy Security and Net Zero (DESNZ) is focused on the energy portfolio from the former Department for Business, Energy and Industrial Strategy (BEIS). Our focus is securing our long-term energy supply, bringing down bills and halving inflation

Our responsibilities

- delivering security of energy supply
- ensuring properly functioning energy markets
- encouraging greater energy efficiency
- seizing the opportunities of net zero to lead the world in new green industries

Section 3 – Working with the Contracting Authority

Section 3 – Contact details		
3.1.	Contracting Authority Name and address	Department for Energy Security & Net Zero (DESNZ), 3-8 Whitehall Place, London, SW1A 2EG
3.2.	Buyer	Jennifer Stratton
3.3.	Buyer contact details	professionalservices@uksbs.co.uk
3.4.	Total Estimated value of the Opportunity	<p>The estimated total potential value is £323,257.00 excluding VAT</p> <p>The total estimate contract value is split as follows:-</p> <p>Year 1 – £75,000.00 excluding VAT</p> <p>Year 2 – £78,750.00 excluding VAT</p> <p>Year 3 – £82,687.00 excluding VAT</p> <p>Year 4 – £86,820.00 excluding VAT</p> <p>The initial Year 1 contract term is until 08 July 2025 and costs are approved for Year 1 only.</p> <p>There will be the option to extend this contract (1+1+1+1 years) up to a maximum of 4 years in total subject to budgetary approvals.</p> <p>There is no commitment to the number of projects or commitment to the spend within the contract.</p>
3.5.	Process for the submission of clarifications and Bids	<p>All correspondence shall be submitted within the Messaging Centre of the Jaggaer eSourcing portal. Guidance on how to obtain support on using the Jaggaer eSourcing portal can be found in Section 7.1.11.</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, unless formally advised to do so by UKSBS.</p>

Section 3 - Timescales

3.6.	Date of posting of Contract advert to Find a Tender and Contracts Finder	Thursday 06 June 2024
3.7.	Latest date / time RFP clarification questions shall be received through the Jaggaer eSourcing Portal	Tuesday 2 July 2024 14.00AM
3.8.	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through the Jaggaer eSourcing Portal	Thursday 4 July 2024
3.9.	Latest date and time for Bidder to request access to the RFP documents	Friday 12 July 2024 10.00
3.10.	Latest date and time RFP Bid shall be submitted through the Jaggaer eSourcing Portal (the Deadline)	Friday 12 July 2024 11.00
3.11.	Anticipated notification of proposed Contract award to unsuccessful bidders	Thursday 25 July 2024
3.12.	Anticipated Contract Award Date	Monday 05 August 2024
3.13.	Commencement of Contract	Monday 12 August 2024
3.14.	Completion of Contract	Monday 14 August 2028
3.15.	Bid Validity Period	90 Days

Section 4 – Specification and about this Procurement

Executive Summary

Part 2, Chapter 3 of the Energy Act 2004 (“the Act”) grants the Secretary of State (“SoS”) statutory powers to require developers of offshore renewable energy installations (“OREI”) and their related electric lines (and other relevant parties) to submit decommissioning programmes setting out proposals for how the OREI and related lines are to be removed and how that removal will be funded. The SoS may approve decommissioning programmes with conditions attached, including a requirement to provide securities to cover the costs that would accrue to DESNZ in the event of a default on its obligations by a developer. Guidance notes for industry on OREI decommissioning were published in 2019.

In the event that other parties fail to decommission it may ultimately fall to the SoS to organise and fund decommissioning. The SoS therefore holds liabilities in this respect.

This procurement is seeking specialist advice on decommissioning programmes for OREIs and related lines to ensure they are robust and that the taxpayer is, as far as possible, protected from the risk of having to pay for the organising and funding of decommissioning.

This Contract is for the supply to the Offshore Renewable Energy Decommissioning team in DESNZ of specialist technical advice on an ad hoc basis. This advice will include:

- (1) The supply of technical advice to the Offshore Renewable Energy Decommissioning team in relation to our current and future policy and regulation.
- (2) Scrutiny of individual decommissioning programmes which will be done on a case by case basis. This could include initial and or secondary written reports submitted to DESNZ Offshore Renewable Energy Decommissioning team.

Detailed Specification

Introduction

Part 2, Chapter 3 of the Energy Act 2004 (“the Act”) grants the Secretary of State (“SoS”) statutory powers to require developers of offshore renewable energy installations (“OREI”) and their related electric lines (and other relevant parties) to submit decommissioning programmes setting out proposals for how the OREI and related lines are to be removed and how that removal will be funded. The SoS may approve decommissioning programmes with conditions attached, including a requirement to provide securities to cover the costs that would accrue to DESNZ in the event of a default on its obligations by a developer. Guidance notes for industry on OREI decommissioning were published in 2019.

In the event that other parties fail to decommission it may ultimately fall to the SoS to organise and fund decommissioning. The SoS therefore holds liabilities in this respect.

The Process for Decommissioning Programme Approval is as follows:

The SoS issues notices under section 105 of the Act (“s105 notices”) to operators and developers of OREIs to require them to submit a draft decommissioning programme within

a specified period of time. The submission of a draft decommissioning programme to the SoS prior to construction and in some circumstances the approval of a decommissioning programme before construction may be needed. The draft decommissioning programme is then assessed by DESNZ officials, with further information requested where gaps are identified.

(ii) The assessment also uses the Act's powers to ensure:

- The industry is taking its obligations seriously and has adequate financial arrangements in place. Adoption of 'the polluter pays' principle for decommissioning, protecting the taxpayer against inherited costs.
- Where relevant, that the UK's international obligations (including UNCLOS and other relevant obligations) are met.

(iii) DESNZ consults its own finance, legal and commercial teams on each programme and additionally with the Crown Estate, Marine Management Organisation (MMO) / Natural Resources Wales, (NRW) – as necessary - and the UK Hydrographic Office (UKHO). When the decommissioning programme and associated financial securities are judged to be satisfactory, it is then put forward for approval. The Energy Act 2004 includes powers to modify approved programmes and to set conditions should the circumstances of the programme's approval change. The SoS can also set conditions requiring a review of a programme.

(iv) The decommissioning programme process in a typical case is currently*:

Stage 1	Stage 2	Stage 3	Stage 4
Preliminary Discussion between DESNZ and the developer	Issue of s105 notice by SoS requiring a Decommissioning Programme	Detailed discussions; submission and consideration of a draft programme (including proposed financial security measures)	Consultation with interested parties
Stage 5	Stage 6	Stage 7	Stage 8
Formal submission of a programme and approval under the Energy Act	In operation and pre-decommissioning reviews and modifications of a decommissioning programme (and any financial security)	Developer executes approved decommissioning programme to remove infrastructure	Report on decommissioning outcomes; post-decommissioning monitoring and remediation if required

*A flowchart is included within the Guidance Notes for Industry for industry on OREI decommissioning, setting out how the process of obtaining an approved decommissioning programme operates in practice, link <https://www.gov.uk/government/publications/decommissioning-offshore-renewable-energy-installations> on page 47.

Suppliers must ensure that advice adheres to our most up to date Guidance for Industry on "Decommissioning of Offshore Renewable Energy Installations under the Energy Act."

The table below indicates an estimated number of submitted decommissioning programmes as of March 2024**.

Year	Estimated range of projects requiring technical advice
2024/2025	18-25
2025/2026	18-25
2026/2027	18-25
2027/2028	18-25

** Please note that this table has been provided to estimate the amount of work that may be expected, however this will be subject to annual review between DESNZ Offshore Renewable Energy Decommissioning team and the Supplier. Whilst this is an estimate, there is no commitment to this number of projects or commitment to the spend within the contract.

This procurement is seeking specialist advice on decommissioning programmes for OREIs and related lines to ensure they are robust and that the taxpayer is, as far as possible, protected from the risk of having to pay for the organising and funding of decommissioning.

Scope

This Contract is for the supply to the Offshore Renewable Energy Decommissioning team in DESNZ of specialist technical advice on an ad hoc basis. This advice will include:

- (1) The supply of technical advice to the Offshore Renewable Energy Decommissioning team in relation to our current and future policy and regulation.
- (2) Scrutiny of individual decommissioning programmes which will be done on a case by case basis. This could include initial and or secondary written reports submitted to DESNZ Offshore Renewable Energy Decommissioning team.

Scrutiny of individual decommissioning programmes will include but is not limited to:

- Whether proposals are technically feasible (both generally and in relation to the physical environment of the individual project) and any alternative methods which may be preferable.
- Where infrastructure is proposed to be left in situ, an assessment of risks, including the likelihood that such infrastructure could become exposed over time, the potential impact of exposure on the marine environment and safety of navigation and assessment of OREI developers/owners justification.
- Where infrastructure is proposed to be left in situ: Assessment of any ongoing liabilities and of the costs for monitoring and remediation that may need to be met post-decommissioning.
- The reasonableness of developers' and owners estimates of the costs of decommissioning; and a likely cost envelope and best estimate. Costings should be broken down to help DESNZ Offshore Renewable Energy Decommissioning team and developers and owners better understand any differences in the cost estimates provided by developers/owners and the Provider.
- For novel devices - where there is a higher risk of the device failing or developer entering insolvency before the end of its life, and where decommissioning practices for such a device are unknown - an assessment of whether the value of the

decommissioning costs estimated by the developer, and the level of contingencies, match the risks associated with the device and its end of life.

- Where relevant, any opportunities that might exist for developers and owners to lower their decommissioning costs through alternative decommissioning methods. This must be without detriment to the marine environment; safety of navigation; or health and safety, and must not increase financial risk to the taxpayer.
 - Advice on the estimated timescales for decommissioning including recommendations for alternative timescales within which the OREI/cables might be removed.
- (3) Follow-up discussions with DESNZ Offshore Renewable Energy Decommissioning team after initial written advice. Where relevant DESNZ Offshore Renewable Energy Decommissioning team will follow up necessary requirements for further information from OREI developers and owners.
- (4) Engagement with OREI developers alongside DESNZ Offshore Renewable Energy Decommissioning team if further technical advice is requested in relation to the report produced by the Provider.
- (5) If requested, an annual assessment of financial resilience of companies within the OREI sector.

The successful Supplier shall respond to requests for written information within two weeks of the receipt of information from the DESNZ Offshore Renewable Decommissioning team (these timings can be extended subject to further discussions with the successful Supplier based on the complexity of the decommissioning programmes submitted by developers).

Suppliers should note that the aforementioned scope should be included, unless otherwise communicated, within every initial report that the successful Supplier is asked to produce. Secondary reports if needed shall be tailored to provide further clarity on the initial report's findings.

Rates

When work is required to be called off against this Agreement the Successful Supplier will be provided with the details of the Services required and asked to provide a cost.

The cost of all call-off requirements MUST be based off those that are submitted within your response to the Rate Card within question AW5.2 Pricing Schedule.

All rates submitted within AW5.2 Pricing Schedule shall remain firm and fixed for the first 2 years of the Contract (August 2024 – August 2026) and then variable in August for every subsequent year in line with the Consumer Price Inflation (CPI) Index

Service Conditions and Environmental Factors

It should be noted that given the offshore location of the OREIs and their electric lines it is unlikely that the physical infrastructure discussed within the programmes will be available for inspection and independent examination. DESNZ Offshore Renewable Decommissioning team and the successful Supplier must, therefore, rely upon information supplied by developers in their assessment of decommissioning programmes and financial securities in the first instance.

It should be noted that at this time there is limited experience in decommissioning best practises within the offshore renewable energy sector and as a result decommissioning plans can vary across industry. Bidders should set out their approach to advising on novel areas and provide evidence of relevant expertise they will draw on.

All approved decommissioning programmes must be in line with DESNZ's most up to date Guidance for Industry on "Decommissioning of Offshore Renewable Energy Installations" at the time of approval.

DESNZ Offshore Renewable Energy Decommissioning team will own the intellectual property on the final written reports and intends to share the reports with the developer. Whilst DESNZ does not intend to proactively publish the reports, they could potentially be publishable should a request for information be received under the terms of the Freedom of Information Act or Environmental Information Regulations.

It is expected that most of the work will be undertaken outside DESNZ premises, however, the successful Supplier will need to attend meetings at DESNZ offices in central London and be available for telephone and video conference. Details of the number and frequency of meetings will be agreed with the successful Supplier. Bids should include an indication of any limitations concerning working arrangements, such as: attending meetings at DESNZ offices in central London and availability for urgent ad-hoc work.

Methodology

Bidders will be required to provide a methodology on how they propose to deliver the above outputs within financial year 1, 2, 3 & 4. This should include but is not limited to the following:

- (1) An indication of what the Bidder would propose to be included within initial and secondary reports submitted to DESNZ taking into account the typical scope expected by DESNZ as set out within this specification.
- (2) The bidder should outline their proposed process in providing follow up technical support to the DESNZ Offshore Renewable Decommissioning team and the resources that will be available to supply technical support and advice in discussions with internal and external stakeholders.
- (3) The bidder should outline their proposed process to respond to calls on an ad hoc basis for advice on future policy and or regulatory matters regarding offshore renewable energy decommissioning.
- (4) The bidder should outline how they will assess OREI developers' decommissioning programmes and financial securities in line with our most up to date Guidance for Industry on "Decommissioning of Offshore Renewable Energy Installations".
- (5) The bidder should outline how they will ensure that the UK Government's potential liability for OREI decommissioning is accurately assessed through robust scrutiny of individual OREI developers' cost estimates.
- (6) The bidder should describe how they will provide confidence and encourage best practice within the OREI decommissioning industry.

(7) The bidder should describe how they will ensure a fair and consistent approach to OREI decommissioning programmes across industry.

(8) The bidder should set out its credentials for assessment of companies' financial resilience.

Bidders should consider the approach taken by other more mature industries, such as the oil and gas sector and, where applicable, similar decommissioning regimes in other countries to inform its advice.

Bidders can provide recommendations on modifications to draft decommissioning programmes, where appropriate in their bid response.

Bidders will be required to provide detailed information on their advanced technical knowledge. This should include but is not limited to the following:

- (1) The bidder should demonstrate technical and advanced knowledge of offshore renewable technologies and the risks associated with the various stages of deployment
- (2) The bidder should demonstrate technical and advanced knowledge of marine environments of the most common areas for UK offshore windfarms and wave and tidal projects
- (3) The bidder should demonstrate technical and advanced knowledge of decommissioning techniques and the associated costs.
- (4) The bidder should demonstrate technical and advanced knowledge of current supply chains and decommissioning best practice.

The table below describes the deliverables to be provided:-

Key Project Deliverables and Schedule

Deliverable	Estimated time/target
Inception meeting with DESNZ	Meeting to take place as soon as the contract has been signed. Agreement on format / template for reports
Initial sample technical advice report within two weeks from date of request from DESNZ decommissioning team	Agreement by DESNZ that the technical advice matches the methodology / standards set out in the tender bid and (if relevant) amended at the inception meeting. DESNZ may require further clarity or additional information
A final sample technical advice report to be submitted to DESNZ decommissioning team	Within two weeks after receiving comments on first draft
Ad hoc technical advice to DESNZ OREI decommissioning team	Draft reports to be submitted within two weeks of request from DESNZ
If required, Provider to be present at meetings and/or discussions with OREI developers	Provider to actively support DESNZ decommissioning team in technical discussions and submit an amended report where necessary within two weeks of discussions

If required, Provider to participate in disputes on costs with OREI developers	Provider to actively support DESNZ decommissioning team in finance discussions and submit an amended report where necessary within two weeks of discussions
If required, ad hoc technical advice on emerging policy and regulatory issues	Provider to submit reports within two weeks of request or to a different timeline if agreed with DESNZ
If required, Provider to participate in discussion on future policy and regulation of OREIs	Provider to actively support DESNZ Offshore Renewable Energy Decommissioning team in technical discussions relating to policy & regulatory matters
If required, Provider to review the financial resilience of companies in the OREI sector	Provider to submit report within two months of request or to a different timeline if agreed with DESNZ

Price Evaluation – Scenario

For the purposes of price evaluation only, bidders are required to provide costs in a Scenario where you would conduct a comprehensive assessment report based on the following example [Dudgeon Offshore Wind Farm | Decommissioning Programme](#). Please complete the Scenario tab within question AW5.2 Price Schedule.

Scenario Project Background

- **Wind Farm Name:** Dudgeon
- **Location:** Norfolk (North Sea), 32 km of the coast
- **Turbines:** 67 Siemens 6MW
- **Operational Life:** 25 years

Scenario Decommissioning Scope:

- 1. Turbine Removal**
 - Dismantling and removal of all turbines
 - Safe disposal of turbine components
 - Transformation to shore
- 2. Foundation Removal**
 - Extraction of monopile foundations
 - Seabed levelling and restoration
- 3. Cable Removal**
 - Cutting and retrieval of undersea cables
 - Proper disposal
- 4. Site Restoration**
 - Removal of remaining infrastructure (substation, platforms)
 - Backfilling trenches
 - Environmental compliance

Quality Assurance Requirements

The Contracting Authority is responsible for:

- Assessing compliance for the technical advice as specified above.
- Assessing the potential provider's compliance to the appropriate quality management system.
- Ensuring acceptance/rejection procedures are included within the terms of the agreement.
- DESNZ Offshore Renewable Energy Decommissioning team will make available for use OREI developers and owners decommissioning programs to allow for Provider to effectively supply technical advice to DESNZ Offshore Renewable Energy Decommissioning team.

The successful Supplier will be responsible for:

- Assessing their internal procedures to ensure that all advice is accurate and in line with industry best practice.
- Ensuring all technical advice given has been assessed by technical experts within the marine sector.
- Provider may be required to interact with OREI developers and owners alongside Offshore Renewable Energy Decommissioning team.

Bidders should include in their bid response information as to their internal quality assurance processes.

Management of the Agreement

An inception meeting will take place with DESNZ at the start of the contract. A proposed approach to contract management will be agreed between parties at the inception meeting.

The successful Supplier's overall performance will be evaluated at the end of Year 1 and if the contract is extended this performance review shall be conducted at the end of each contract year.

Documentation

Written advice should be provided electronically in a protected format (such as encrypted emails or via a shared access site). Please note that only certain shared access packages will meet Government security rules and DESNZ Offshore Renewable Energy Decommissioning team would need to agree to the exact platform used. Bidders should outline access packages that they would propose to use.

Any documentation sent to the successful Supplier should be treated with care with accessibility restricted. Bids should include evidence as to how documents shall be protected.

Required Interface with other Agencies or Services

Suppliers may be required to interact with OREI developers and owners alongside the Offshore Renewable Energy Decommissioning team.

Governance

The contract will be managed primarily via regular progress teleconferences between the DESNZ Offshore Renewable Energy Decommissioning project leader and the supplier project leader / team every two months as well as ad hoc discussions.

Meetings will examine progress of the contract, raise any issues, and may consider re-prioritisation of advice.

The Contract will initially be for 1 Year with the option to extend this contract up to a maximum of 4 years subject to annual budgetary reviews. The budget for Year 1 is approved although the Contracting Authority makes no commitment to the spend.

The successful Supplier's advice will be requested on an *ad hoc basis* and there is no commitment to the number of projects.

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 UKSBS and the Contracting Authority, and any specific external stakeholders the Contracting Authority deem required

5.2. Evaluation of Bids

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

5.3. SELECTION questionnaire

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

Selection Pass/fail criteria		
Evaluation Envelope	Q No.	Question subject
Qualification Questionnaire Part 1: Potential Supplier Information		
Section 1	1.1(a) – p	Contact details and declaration
Qualification Questionnaire Part 2: Exclusion Grounds		
Section 1	1.2 (a)(i)	Administration, Management, supervisory body convictions
	1.2(a)(ii)	Participation in a criminal organisation
Section 1	1.2 (a) - (iii)	Corruption
Section 1	1.2 (a) - (iv)	Terrorist Offences or offences link to terrorist activities
Section 1	1.2 (a) - (v)	Money laundering or Terrorist financing
Section 1	1.2 (a) - (vi)	Child Labour and other forms of trafficking in human beings
Section 1	1.2 (a) - (vii)	Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales or Northern Ireland.
Section 2	2.1(a)	Payment of tax or social security
Section 3	3.1	Detailed grounds for exclusion
Section 3	3.1 (a)	Situations summarised
Section 3	3.1 (b)	Breach of environmental law obligations
Section 3	3.1 (c)	Breach of social labour law obligations
Section 3	3.1 (d)	Breach of labour law obligations

Section 3	3.1(e)	Bankruptcy or subject to Insolvency
Section 3	3.1(f)	Guilty of grave professional misconduct
Section 3	3.1(g)	Distorting of competition
Section 3	3.1(h)	Conflict of Interest
Section 3	3.1(i)	Involved in preparation of procurement procedure
Section 3	3.1(j)	Prior performance issues
Section 3	3.1(k)	Serious Misrepresentation, withholding information, undue influence and undue advantages.
Section 3	3.1(l) to 3.2	Modern Slavery
Qualification Questionnaire Part 3: Selection Questions		
Section 4	4.1(a)	Financial statements filed with Companies House
Section 4	4.1(b)	Detailed accounts
Section 4	4.1(c)	Annual Turnover profit and loss accounts etc..
Section 4	4.2	Financial reliance upon others and guarantee
Section 6	6.1	Relevant experience and contract examples
Section 6	6.2	Subcontracting and healthy supply chains
Section 6	6.3	Technical and Professional Ability
Section 7	7.1	Insurance
Section 8	8.1(a)	General Data Protection Regulations
Section 8	8.1(b)	General Data Protection Regulations – Technical Facilities and Measures
Section 8	8.2(a)	Health and Safety
Part 3	SEL1.10 – 1.13	Information Security
Part 3	SEL2.12	General Data Protection Regulations and Data Protection Act 2018
Part 3	SEL2.19	PPN 01/22 - Contracts with suppliers from Russia or Belarus
Part 3	FOI1.1 – 1.2	Freedom of Information
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.	

- 5.3.3. Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.
- 5.3.4. The evaluation model below shall be used for this RFP which will be determined to two decimal places.
- 5.3.5. Questions marked 'for information only' do not contribute to the scoring model.
- 5.3.6. During the evaluation stage, the intention is that only Bidders who achieve a Pass of all the Mandatory and Discretionary requirements of the RFP will be considered for award stage evaluation.

5.4. AWARD questionnaire

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

Award Pass / Fail criteria

Evaluation Envelope	Q No.	Question subject
Qualification	AW1.1	Form of Bid
Qualification	AW1.2	Bid validity period
Qualification	AW1.3	Certificate of bona fide Bid
Qualification	AW3.2	Conflict of Interest Declaration
Qualification	AW3.2.1	Conflict of Interest Declaration Supporting Information
Qualification	AW4.1	Compliance to the Contract Terms
Qualification	AW4.2	Changes to Contract Terms
Commercial	AW5.3	Firm and Fixed Price
Technical	AW6.1	Compliance to the Specification
-	-	Request for Proposal response – received on time within the Jaggaer eSourcing Portal
In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.		

- 5.4.2. The Award stage of due process shall be marked against the following Award scoring criteria.
- 5.4.3. The evaluation model below shall be used for this RFP which will be determined to two decimal places.
- 5.4.4. Questions marked 'for information only' do not contribute to the scoring model.

Award Scoring criteria

Evaluation Justification Statement

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

Evaluation Envelope	Q No.	Question subject	Maximum Marks	
			Overall	Breakdown
Commercial	AW5.1	Price	20%	20%
Technical	PROJ1.1	Methodology and Approach	80%	40%
Technical	PROJ1.2	Ability to Deliver (resource, risk management and expertise)		30%
Technical	PROJ1.3	Social Value – Fighting Climate Change		10%

Award Evaluation of criteria

Non-Commercial Elements

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

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

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

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

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

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 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. As there will be multiple evaluators their individual scores and commentary will be recorded, then a consensus meeting will be convened by the evaluators to determine your score. Note this will include a chairperson or lead and all evaluators are of equal status.

Example

Evaluator 1 scored your bid as 60

Evaluator 2 scored your bid as 60

Evaluator 3 scored your bid as 40

The convened meeting came to a consensus that the final recorded score to given to your submission against this question should be 60, with the justification and reasons for this score recorded.

Once the consensus process has been finalised, all justifications recorded and all non priced scores are agreed, this will then be subject to an independent commercial moderation review.

Commercial Elements will be evaluated on the following criteria.

Price will be evaluated using proportionate pricing (lowest bid / bid * mark). A bidder's score will be based on the lowest total score received divided by their total cost and then multiplied by the marks available.

For example, if the total basket price for three bid responses is received and Bidder A has quoted £50,000 as their total price, Bidder B has quoted £80,000 and Bidder C has quoted £100,000 then the calculation will be as follows:

(Maximum marks available in this example being 12.5)

Bidder A Score = $50000/50000 \times 12.5 = 12.5$

Bidder B Score = $50000/80000 \times 12.5 = 7.81$

Bidder C Score = $50000/100000 \times 12.5 = 6.25$

This evaluation criteria will therefore not be subject to any averaging, as this is a mathematical scoring criterion, but will still be subject to a commercial review.

The lowest score possible is 0.

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 UKSBS's procurement procedures. Any RFP Bid received after the closing date will be rejected unless circumstances attributed to UKSBS, the Contracting Authority or the eSourcing Portal 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 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 and / Award criteria.
Moderation meeting (if required to reach an award decision)	<ul style="list-style-type: none"> To review the outcomes of the Commercial review To agree final scoring for each Bid, relative rankings of the Bids To confirm contents of the Standstill letters to provide details of scoring and relative feedback on the unsuccessful Bidders response in comparison with the successful Bidders response
Due diligence of the Bid	<ul style="list-style-type: none"> the Contracting Authority may request the following requirements at any stage of the Procurement: <ul style="list-style-type: none"> Submission of insurance documents from the Bidder

	<ul style="list-style-type: none"> ○ Request for evidence of documents / accreditations referenced in the / Request for Proposal response / Bid and / or Clarifications from the Bidder ○ Taking up of Bidder references from the Bidders Customers. • Financial Credit check for the Bidder
Validation of unsuccessful Bidders	<ul style="list-style-type: none"> • To confirm contents of the letters to provide details of scoring and meaningful feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.

Section 6 – Evaluation Response Questionnaires

6.1. Qualification / Selection Questionnaire

- 6.1.1 Bidders should note that the Qualification / Selection Questionnaire is located within the **Jaggaer eSourcing Portal**.

Guidance on how to register and use the Jaggaer eSourcing portal is available at

<https://beisgroup.ukp.app.jaggaer.com/>

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

6.2. Technical and Commercial Questionnaire

- 6.2.1 Bidders should note that the Technical and Commercial Questionnaire is located within the **Jaggaer eSourcing Portal**.

Guidance on how to register and use the Jaggaer eSourcing portal is available at

<https://beisgroup.ukp.app.jaggaer.com/>

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 7 – General information

7.1. Introduction

- 7.1.1. The Contracting Authority wishes to establish a Contract for the provision of PS24063 - The Provision of Offshore Renewables Decommissioning Technical Advice. The Contracting Authority is managing this procurement process in accordance with Public Procurement (as may be amended from time to time) (the “Regulations”). This is a services Contract being procured under the Open Procedure
- 7.1.2. The Contracting Authority is procuring the Contract for its exclusive use.
- 7.1.3. UKSBS 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 UKSBS 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 UKSBS representative nominated. No approach of any kind in connection with this opportunity should be made to any other person within or associated with UKSBS 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 UKSBS and the Contracting Authority informed of any matter that may affect continued qualification
- 7.1.7. Prior to commencing formal evaluation, Submitted Responses will be checked to ensure they are fully compliant with the Pass / Fail criteria within the Evaluation model. Non-compliant Submitted Responses may be rejected by the Contracting Authority. Submitted Responses which are deemed by the Contracting Authority to be fully compliant will proceed to evaluation. These will be evaluated using the criteria and scores detailed in the matrix set out in [Section 5](#).
- 7.1.8. Whilst it is the Contracting Authority’s intention to purchase the majority of its services under this Contract Arrangement from the Supplier(s) appointed this does not confer any exclusivity on the appointed Suppliers. The Contracting Authority 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 supplies covered by this procurement exercise have NOT been sub-divided into Lots.

- 7.1.11. The Contracting Authority shall utilise the Jaggaer eSourcing Portal available at <https://beisgroup.ukp.app.jaggaer.com/> to conduct this procurement. There will be no electronic auction following the conclusion of the evaluation of the Request for Proposal (RFP) responses. Bidders will be specifically advised where attachments are permissible to support a question response within the Jaggaer eSourcing portal.

All enquiries with respect to access to the eSourcing portal and problems with functionality within the portal must be submitted to Jaggaer eSourcing Helpdesk

Phone 08000 698 632

Email customersupport@jaggaer.com

Please note; Jaggaer is a free self-registration portal. Bidders can complete the online registration at the following link:

<https://beisgroup.ukp.app.jaggaer.com/>

- 7.1.12. Please utilise the messaging system within the Jaggaer eSourcing Portal located at <https://beisgroup.ukp.app.jaggaer.com/> within the timescales detailed in [Section 3](#). If you have any doubt as to what is required or will have difficulty in providing the information requested. Bidders should note that any requests for clarifications may not be considered by the Contracting Authority if they are not articulated by the Bidder within the discussion forum within the Jaggaer eSourcing Portal.
- 7.1.13. Bidders should read this document, and all attachment, messages and the response envelopes located within the Jaggaer eSourcing portal carefully before completing the Response submission. Failure to comply with any of these instructions for completion and submission of the Submitted Response may result in the rejection of the Response. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the supplies and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.
- 7.1.14. All material issued in connection with this RFP shall remain the property of the Contracting Authority and shall be used only for the purpose of this procurement. All Due Diligence Information shall be either returned to the Contracting Authority or securely destroyed by the Bidder (at the Contracting Authority's option) at the conclusion of the procurement.
- 7.1.15. The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abide by the terms of these instructions and the Conditions of Response.
- 7.1.16. The Bidder shall not make contact with any other employee, agent or consultant of UKSBS or the Contracting Authority or Customer who are in any way connected with this procurement during the period of this procurement, unless instructed otherwise by the Contracting Authority.
- 7.1.17. The Contracting Authority shall not be committed to any course of action as a result of:
- 7.1.17.1. issuing this RFP or any invitation to participate in this procurement ;
 - 7.1.17.2. an invitation to submit any Response in respect of this procurement;
 - 7.1.17.3. communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement; or

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

7.2. Bidder conference

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

7.3. Confidentiality

- 7.3.1. Subject to the exceptions referred to in paragraph 7.3.2, the contents of this RFP are being made available by the Contracting Authority on condition that:
- 7.3.1.1. Bidders shall at all times treat the contents of the RFP and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
 - 7.3.1.2. Bidders shall not disclose, copy, reproduce, distribute, or pass any of the Information to any other person at any time or allow any of these things to happen;
 - 7.3.1.3. Bidders shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Response; and
 - 7.3.1.4. Bidders shall not undertake any publicity activity within any section of the media in relation to this procurement

- 7.3.2. Bidders may disclose, distribute, or pass any of the Information to the Bidder's advisers, sub-contractors or to another person provided that either:
- 7.3.2.1. This is done for the sole purpose of enabling a Response to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Bidder; or
 - 7.3.2.2. The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract arising from it; or
 - 7.3.2.3. The Bidder is legally required to make such a disclosure
- 7.3.3. In paragraphs 7.3.1 and 7.3.2 above the term 'person' includes but is not limited to any person, firm, body, or association, corporate or incorporate.
- 7.3.4. UKSBS 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. UKSBS 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 revised its Government Security Classifications (GSC) classification scheme on the 2nd April 2014 to replace the previous Government Protective Marking System ("GPMS"). A key aspect of this is the reduction in the number of security classifications used. All Bidders are encouraged to make themselves aware of the changes and identify any potential impacts in their Bid, as the protective marking and applicable protection of any material passed to, or generated by, you during the procurement process or pursuant to any Contract awarded to you as a result of this tender process will be subject to the new GSC from 2nd April 2014. The link below to the Gov.uk website provides information on the new GSC:

<https://www.gov.uk/government/publications/government-security-classifications>

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

USEFUL INFORMATION LINKS

- [Contracts Finder](#)
- [Find a Tender](#)
- [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), UKSBS 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 UKSBS 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 eSourcing tool to the designated UKSBS contact.
- 7.7.2. Bidders should be mindful that the designated Contact should not under any circumstances be sent a copy of their Response outside of the Jaggaer eSourcing portal. 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 UKSBS 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 consider up

to the point where they meet the word count, any additional words beyond the volume defined in the word count will not be considered by the evaluation panel.

- 7.8.6. Bidders must ensure that each response to a question is not cross referenced to a response to another question. In the event of a Bidder adding a cross reference it will not be considered in evaluation.

7.9. Submission of Responses

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

- 7.9.10. Do not seek changes to the Bid after responses have been submitted and the deadline (date and time) for receipt of responses has passed.

7.10. Canvassing

- 7.10.1. Any Bidder who directly or indirectly canvasses any employee, or agent of UKSBS, the Contracting Authority, or its members 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 UKSBS, the Contracting Authority, 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 following receipt of the RFP should make their own investigations and their own independent assessment of the Contracting Authority and its requirements for the supplies and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the RFP or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with Paragraph 7.15 of this RFP.

7.12. Collusive behaviour

- 7.12.1. Any Bidder who:
- 7.12.1.1. fixes or adjusts the amount of its Response by or in accordance with any agreement or arrangement with any other party; or
 - 7.12.1.2. communicates to any party other than UKSBS, or the Contracting Authority 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 5 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 Jaggaer eSourcing portal unless the Jaggaer eSourcing portal is unavailable due to 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 Jaggaer eSourcing 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 Jaggaer eSourcing portal. 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 UKSBS at UK Shared Business Services Ltd, Procurement, Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1ET

7.18. Right to disqualify or reject

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

7.19. Right to cancel, clarify or vary the process

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

7.20. Notification of award

- 7.20.1. The Contracting Authority will notify the successful Bidder of the Contract award in writing and will publish an Award Notice in Find a Tender 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.

What makes a good bid – some simple do's ☺

DO:

- 7.21.1. Do comply with Procurement document instructions. Failure to do so may lead to disqualification.
- 7.21.2. Do provide the Bid on time, and in the required format. Remember that the date/time given for a response is the last date that it can be accepted; we are legally bound to disqualify late submissions. Responses received after the date indicated in the RFP shall not be considered by the Contracting Authority, unless the Bidder can justify that the reason for the delay, is solely attributable to the Contracting Authority.
- 7.21.3. Do ensure you have read all the training materials to utilise e-sourcing tool prior to responding to this Bid. If you send your Bid by email or post it will be rejected.
- 7.21.4. Do use Microsoft Word, PowerPoint Excel 97-03 or compatible formats, or PDF unless agreed in writing by the Buyer. If you use another file format without our written permission, we may reject your Bid.
- 7.21.5. Do ensure you utilise the Jaggaer eSourcing messaging system to raise any clarifications to our RFP. You should note that we will release the answer to the question to all Bidders and where we suspect the question contains confidential information, we may modify the content of the question to protect the anonymity of the Bidder or their proposed solution
- 7.21.6. Do answer the question, it is not enough simply to cross-reference to a 'policy', web page or another part of your Bid (unless the question specifically allows you to do so) the evaluation team have limited time to assess bids and if they can't find the answer, they can't score it.
- 7.21.7. Do consider who the Contracting Authority is and what they want – a generic answer does not necessarily meet every Contracting Authority's needs.
- 7.21.8. Do reference your documents correctly, specifically where supporting documentation is requested e.g. referencing the question/s they apply to.
- 7.21.9. Do provide clear, concise, and ideally generic contact details; telephone numbers, e-mails and fax details.
- 7.21.10. Do complete all questions in the questionnaire or we may reject your Bid.

7.21.11. Do ensure that the Response and any documents accompanying it are in the English Language, the Contracting Authority reserve the right to disqualify any full or part responses that are not in English.

7.21.12. Do check and recheck your Bid before dispatch.

What makes a good bid – some simple do not's Ⓜ

DO NOT

- 7.22.1. Do not cut and paste from a previous document and forget to change the previous details such as the previous buyer's name.
- 7.22.2. Do not attach 'glossy' brochures that have not been requested, they will not be read unless we have asked for them. Only send what has been requested and only send supplementary information if we have offered the opportunity so to do.
- 7.22.3. Do not share the Procurement documents, they may be confidential and should not be shared with anyone without the Buyers written permission.
- 7.22.4. Do not seek to influence the procurement process by requesting meetings or contacting UKSBS or the Contracting Authority to discuss your Bid. If your Bid requires clarification the Buyer will contact you. All information secured outside of formal Buyer communications shall have no Legal standing or worth and should not be relied upon.
- 7.22.5. Do not contact any UKSBS staff or the Contracting Authority staff without the Buyers written permission or we may reject your Bid.
- 7.22.6. Do not collude to fix or adjust the price or withdraw your Bid with another Party as we will reject your Bid.
- 7.22.7. Do not offer UKSBS or the Contracting Authority staff any inducement or we will reject your Bid.
- 7.22.8. Do not seek changes to the Bid after responses have been submitted and the deadline for Bids to be submitted has passed.
- 7.22.9. Do not cross reference answers to external websites (unless the question specifically allows you to do so) or other parts of your Bid, the cross references and website links will not be considered.
- 7.22.10. Do not exceed word counts, the additional words will not be considered.
- 7.22.11. Do not make your Bid conditional on acceptance of your own Terms of Contract, as your Bid will be rejected.
- 7.22.12. Do not unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority send your response by any way other than via the Jaggaer eSourcing portal. Responses received by any other method than requested will not be considered for the opportunity.

Appendix A – Glossary of Terms

TERM	MEANING
“UKSBS”	means UK Shared Business Services Ltd herein after referred to as UKSBS.
“Bid”, “Response”, “Submitted Bid”, or “RFP Response”	means the Bidders formal offer in response to this Request for Proposal
“Bidder(s)”	means the organisations being invited to respond to this Request for Proposal
“Central Purchasing Body”	means a duly constituted public sector organisation which procures supplies / services / works for and on behalf of Contracting Authorities
“Conditions of Bid”	means the terms and conditions set out in this RFP relating to the submission of a Bid
“Contract”	means the agreement to be entered by the Contracting Authority and the Supplier following any award under the procurement
“Contracting Bodies”	means the Contracting Authority and any other contracting authorities described in the Find a Tender and Contract Notice
“Contracting Authority”	A public body regulated under the Public Procurement 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
“Find a Tender”	Means the UK Government Portal that superseded the OJEU as from 1/1/2021 https://www.find-tender.service.gov.uk/Search
“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
“Mandatory”	Means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
“Named Procurement person ”	means the single point of contact for the Contracting Authority based in UKSBS that will be dealing with the procurement
“Order”	means an order for served by any Contracting Body on the Supplier
“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(s)”	means the organisation(s) awarded the Contract
“Supplies / Services / Works”	means any supplies/services and supplies or works set out at within Section 4 Specification