

Dynamic Purchasing System



Dynamic Purchasing system (DPS) for UK Shared Business Services Ltd and other Public Bodies

Subject: Maintenance, Service and Repair of Laboratory and Scientific Equipment Dynamic Purchasing System

Sourcing Reference Number: RE20476

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

Registered in England and Wales as a limited company. Company Number 6330639.
Registered Office: Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1FF
VAT registration GB618 3673 25
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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 Contracting Authorities improve efficiency, generate savings and modernise. It is our vision to become the leading service provider for Contracting Authorities of shared business services in the UK public sector, continuously reducing cost and improving quality of business services for Government and the public sector.

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

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

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

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

Privacy Statement

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

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

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

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

Section 2 – About the Contracting Authority

UK Shared Business Services

UK SBS delivers shared business services to its owners; BEIS and its Partner Organisations.

We work behind the scenes, providing shared and specialist services to help reduce costs, improve quality and efficiency, to the benefit of UK taxpayers.

We provide HR & Payroll, Finance, Procurement, IT and Property Asset Management services to BEIS and its partner organisations – to enable our customers to focus on their core activities and make the most of their available budgets. Every day, we are supporting world-renowned scientists and researchers, policy makers and agencies that support UK jobs and growth, highlight UK science and innovation, and promote the UK as a global leader internationally. Our customers – the UK Research Councils, the Department for Business, Energy and Industrial Strategy and its partner organisations – are working on vital, life-changing projects ranging from Dementia Research, the Antarctic Research and UK Space programmes to the award winning UK Pavilion (the Hive) at the 2015 Milan Expo.

For more info, please visit our website: <http://www.ukpbs.co.uk/Pages/default.aspx>

UK SBS is procuring the Contract as a central purchasing body for itself and Customers who are Other Public Bodies (OPB's). This means that OPB's referred to in the OJEU Notice may also participate in the Contract.

UK SBS Ltd as the Contracting Authority is putting in place a Dynamic Purchasing System for the use by or on behalf of UK bodies.

These bodies include but are not limited to UK Research and Innovation, The UK SBS Ltd, Central Government Departments and their Agencies, Non Departmental Public Bodies, NHS bodies, Local Authorities, Voluntary Sector Charities, and/or other private organisations acting as managing agents or procuring on behalf of these UK bodies. Further details of these organisations can be found at <http://www.ukpbs.co.uk/services/procure/contracts/Pages/default.aspx>

Section 3 – Timescales.

Section 3 – Contact details		
3.1	Contracting Authority Name and Address	UK Shared Business Services Limited Polaris House North Star Avenue Swindon SN2 1FF
3.2	Buyer	James Mills
3.3	Contact details	Research.tenders@uksbs.co.uk
3.4	Estimated value of the Opportunity	£9,000,000.00 Excluding VAT
3.5	Process for the submission of clarifications and Bids	All correspondence shall be submitted within the Messaging Centre of the e-sourcing tool. Guidance Notes to support the use of Delta is available here. Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid <u>not</u> being considered.

Section 3 - Timescales		
3.6	Date of posting of Contract advert to the OJEU.	Friday 11 th September 2020
3.7	Date DPS available to Bidders	Wednesday 16 th September 2020
3.9	Latest date / time DPS clarifications shall be received through Delta eSourcing messaging system	Monday 19 th October 2020 11:00
3.10	Latest date / time DPS clarification answers should be sent to all potential Bidders through Delta eSourcing Portal	Wednesday 21 st October 2020 14.00
3.11	Closing date and time for Bidder to request DPS documents	Tuesday 27 th October 2020 11.00
3.12	Deadline for Applications for the Initial Joining Stage Closing date and time for Bidder to submit their response ('the deadline').	Wednesday 28 th October 2020 11.00
3.13	Review and evaluation of the Initial Joining Stage submissions.	Wednesday 28 th October 2020 – Thursday 5 th November 2020
3.14	Notification of proposed shortlist to enter DPS	Friday 6 th November 2020
3.16	Anticipated DPS Contract Start Date.	Wednesday 11 th November 2020
3.17	DPS End Date	11 th November 2022 with the potential to extend + 1 year to 11 th November 2023 and then again by +1 year to a maximum of 11 th November 2024

Section 4 – Specification and about this procurement

Dynamic Purchasing System Overview

UK SBS wishes to establish a Dynamic Purchasing System (DPS) for the provision of the maintenance, servicing and repair of laboratory and scientific equipment.

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 Dynamic Purchasing System (DPS).

The Dynamic Purchasing System (DPS) shall be in operation for a period of 2 years with the option to extend +1 +1 years.

The DPS will be broken down into 41 categories:

Category Structure

UK SBS is looking to set up a DPS for Laboratory and Scientific equipment maintenance, servicing and repair with the following categories:

The Examples included against these categories are not exhaustive. All services that are encompassed under these categorisations are to be incorporated under the category.

Number	Category	Product Examples
1	Microscope, Optical	Optical Microscope Other optical equipment
2	Microscope, Electron	Electron SEM
3	Microscope, X-ray	X-ray X-ray CT
4	Microscope, Other	Light Sheet White Light interferometer Co-ordinate measuring machines LSM Confocal Fluorescent microscopes Others not mentioned above
5	Imaging and quantification	Gel documentation Quantification systems (bioanalyses, spectrophotometers) Tomography imaging systems (microCT, OPT) Film processors and imagers Protein quantification (PEGGY Sue) Immunoassays (bioplex bead array)
6	Plate Readers	Microplate Reader Plate Reader

7	Spectrometers	Mass Specs NMR Spectrometers Spectrophotometers Optical spectrometer
8	Camera systems	Optical X-ray Temporal
9	Chromatography, Liquid	HPLC LC Ultra -Fast Preparation & Purification Liquid Chromatography (UPLC)
10	Chromatography, Gas	GC
11	Chromatography, Other	High Throughput Fluorescence Detection Size Exclusion Chromatography System Size Exclusion Chromatography (SEC-MALS)
12	Diffractometers	X-ray Diffractometers Optical
13	Local Exhaust Ventilation	Extraction Systems. Cage change stations Allergen booths Fume hoods Biological safety cabinets Downdraft tables Laminar flow cabinets Laminar flow hoods
14	Media Kitchen/ Glass wash	Plate Pourers Water Disinfectors Food Fly System Glass Washer
15	Sterilisation/Purification Systems	VHP systems Lab water purification systems
16	Flat optics	10-30cm diameter (or equivalent) 30-50cm diameter (or equivalent) >50cm diameter (or equivalent)
17	Lenses	10-30cm diameter (or equivalent) 30-50cm diameter (or equivalent) >50cm diameter (or equivalent)
18	Curved mirrors (parabolas, spherical etc.)	10-30cm diameter (or equivalent) 30-50cm diameter (or equivalent) >50cm diameter (or equivalent)
19	Gain media	
20	Active optical components	
21	Autoclaves/ Incubators/	Autoclaves

	Ovens	Incubators Ovens
22	Shakers	Floor Standing Stacking
23	Thin Film Coating Plants	Sputter Systems Polymer Systems DLC system Thermal Evaporation Ebeam Deposition
24	Critical point dryer	
25	Biochemistry, Electrophoresic	Microscale thermophoresis Refractometer Light Scatterer Eclipse Separation System Molecular Detection System Bioprocessing System Molecular Interaction Analysis System Biological Calorimeters Multiplex Systems
26	DNA preparation, amplification and analysis	PCR (thermal cyclers, real time PCR, digital droplet PCR) Genotyping Sequencing Capillary electrophoresis Liquid handling robots OCTet Bio Molecule Analysis System Miroscale Themophoresis
27	Cold storage	Ultralow freezers (-40 to -80) Cryogenic Systems (-80 to -180) Cell banks Controlled rate freezers
28	Centrifuges & Rotors	Floor Standing Centrifuges Benchtop Centrifuges Ultracentrifuges
29	General Lab	Irradiator Systems Systems Cell Disruption Animal water drinking system Robotic cage processing equipment/washer IVC caging equipment & cage and bottle washers Other general laboratory Equipment
30	Micromachining Systems	Diamond Turning Centres CNC Mills
31	Medical Equipment	Blood Analyser ECG Equipment

		Anaesthetic Equipment
32	Clinical specimen analysis	Clinical chemistry Histology Necropsy Calorimetry
33	Animal measurements	Scanners (CT, X-ray, MRI) Auditory (ABR) Neurological Metabolic (CLAMS oxymax) Mouse production (XYClone) Observational (BP, weight etc.)
34	Cell handling equipment	Cell sorters Electroporators Live cell analysis (Seahorse)
35	Radiation monitoring equipment	Dose monitoring equipment
36	Pulsed Lasers	Short Pulse Oscillators Q-Switched Oscillators Pump lasers Amplifiers Complete laser systems
37	Electronic Equipment	Oscilloscopes
38	BioPhysics	Isothermal titration calorimeter
39	Vacuum Equipment	Roughing Systems Hi-Vac UHV Cryogenic Freeze Driers
40	Natural Environment Analysers	Gas Analysers Water Analysers Air Analysers Soil Analysers Multi-purpose Analysers Telemetry Devices Acoustic Devices Seismographic Devices
41	Weighing Equipment	Balances Scales Hoists

Bidders may apply to join as many or as few categories as they wish and will have the opportunity to join/leave categories at any time during the lifetime of the DPS.

Bidders may bid for (and be awarded into) one or multiple categories on the DPS; however, the successful Suppliers appointed to each category will be exclusive to this category and

cannot be asked by Contracting Bodies to provide Services from another category.

It is intended that multiple suppliers will be appointed into each category and call-offs will be by electronic Mini competition on the Delta eSourcing portal.

Direct award will not be possible under this DPS unless there is only one supplier existing under the category.

Where possible, standard templates will be used in the Mini competitions in order to streamline the procurement process.

This DPS will be made accessible for use on a pan government basis. This will facilitate the greater aggregation of public sector demand and enable the public sector to leverage greater efficiencies.

Full details of the rule surrounding the application, running and management of the DPS can be found within Appendix E – DPS Rules.

Objectives

The objective of this procurement is to:

- a) Produce a Dynamic Purchasing System that Contracting Bodies can easily use and provide a compliant route to the market.
- b) Capture a large percentage of the maintenance, servicing and repair of laboratory and scientific equipment requirements from low to high value requirements.
- c) Develop strong relationships with both Contracting Bodies and Suppliers to ensure that requirements are captured and value for money is achieved across central government and wider public sector.
- d) To capture quality management information that will support informed decision making in future procurements.
- e) To ensure sustainability aspects are considered and integrated into the DPS Agreement.
- f) To continuously improve and apply best practice procurement that meets the end users requirements.

Scope and Requirements

This specification is for the provision of a Maintenance, Service and Repair of Laboratory and Scientific Equipment Services DPS Agreement for all Contracting Bodies listed in the relevant Maintenance, Service and Repair of Laboratory and Scientific Equipment Services OJEU Contract Notice UK SBS RE20476.

This section of the specification details general requirements that all bidders will be asked to conform to for the duration of the DPS Agreement, these elements will apply to all categories

Order Processing

The Supplier must ensure that they are able to provide of the following ordering processing

options which allows the Contracting Authorities to place orders via each of the following methods:

- a) Purchase order and detailed order form.

The Supplier must not provide services or maintenance to a Contracting Authority without an official Purchase Order and countersigned Contract.

Quality

The Supplier must ensure that all services are of a quality that meets the relevant statutory legislation e.g. all relevant British or European Standards or other International Standards where applicable (including CE marking).

Applicable standards can be found online at:

<http://www.bsigroup.com/en-GB/>

<http://www.iso.org/iso/home.htm>

Guarantees and Warranties

The Supplier must provide manufacturers free standard guarantees on all services performed to Contracting Authorities.

The Supplier may be requested to provide additional Warranty Periods which shall be agreed between the Supplier and the Authorities at the Order stage.

OPERATIONAL SUPPORT

Customer Pre-Sales & After-Sales Support

The Supplier must assign as a minimum a dedicated named account team or dedicated named sales personnel to support the management and delivery of the DPS Agreement. In addition, this may also be a requirement at Contract stage for individual Contracting Authorities the purpose being to assist the co-ordination of services, encompassing logistics, problem resolution, legislative, safety and technical support.

The Supplier must provide a dedicated free of charge helpline available Monday to Friday between 0900 and 1730 hours for the Contracting Authority. The purpose being to assist with for example: sales support, legislative, safety and technical support.

Environmental Management

The Supplier must be accredited or willing to work towards an Environmental Management System such as ISO14001 or equivalent to control, mitigate and reduce the environmental impact of operations.

Sustainable Product Offering

The Supplier must ensure that they directly and through sub-contractors and other partners, seek to avoid using virgin and / or finite resources as far as practicable, and look to use materials and products that are from recycled and renewable sources.

Chemicals

The Supplier must work towards ensuring that no chemicals of national concern are contained in any products being supplied under this DPS. Restricted chemicals, their concentration limits and relevant marketing and use conditions are listed within the REACH (Registration, Evaluation, Authorisation and Restriction of Chemicals) Enforcement Regulations, as further amended. Information can be found at:

<http://www.hse.gov.uk/reach/>

Waste

The Supplier must ensure at all times that all current and relevant waste legislation is met when dealing with any waste in relation to this DPS. It is also the Supplier's responsibility to ensure that any 3rd party or subcontractor used directly for this DPS is also legally compliant at all times. This includes any updates, amendments or changes to any relevant legislation throughout the life of the DPS along with any new legislation that may come into force.

The Supplier must ensure that waste is taken to an authorised site for treatment or disposal. You must undertake reasonable checks on a regular basis to ensure this. If at any time you or a third party has their licence, permit, exemption revoked they must inform UK SBS immediately and cease to carry and/or receive the waste, until they become authorised again

Management Information (MI) and KPI Review

The Supplier must categorise all service and maintenance provided over the duration of this DPS in accordance with Category descriptions as identified above.

The supplier is to complete the KPI and MI data form provided within Appendix C and return to the Contracting Authority within two weeks of the start of every financial quarter.

During quarterly review meetings Suppliers will be audited against the KPI's detailed within Appendix C. These KPI are subject to change throughout the duration of the DPS in collaboration with the Supplier.

The Dynamic Purchasing System shall be in operation for a period of 2 years with the option to extend +1 +1 years. Any change in this time period (either extension or contraction) will be notified to all suppliers on the DPS at that time and advertised in line with the prevailing national regulations.

In the event that the RE20476 DPS is terminated, UK SBS shall give the Supplier no less than 3 months written notice. UK SBS acknowledges that the RE20476 DPS will not be terminated within the initial first 6 months from the commencement date.

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 Responses 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 Contracting Authority and any specific external stakeholders the Contracting Authority deem necessary.

5.2 Evaluation of Responses

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

5.3. Selection questionnaire

- 5.3.1 The selection questionnaire will be solely marked against Mandatory pass/ fail criteria. No scoring criteria will be used at the Selection phase.
- 5.3.2 The selection questionnaire shall be marked against the following Mandatory or discretionary pass / fail criteria

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

Section 3	3.1(j)(i)	Serious Misrepresentation
Section 3	3.1(j)(ii)	Withholding information
Section 3	3.1(j)(iii)	Unable to provide supporting documentation for ESPD
Section 3	3.1(j)(iv)	Influenced the decision-making process
Part 3: Selection Questions		
Section 4	4.1	Audited accounts
Section 5	5.1	Wider group
Section 5	5.2	Parent Company Guarantee
Section 5	5.3	Other Guarantee
Section 6	6.1	Relevant experience and contract examples
Section 7	7.1	Compliance under Modern Slavery Act 2015
Section 8	8.1(a)	Insurance
Section 9	9.2	Systems to manage supply chain
Section 9	9.3	Procedures for resolving disputes
Section 9	9.5	Meeting the requirements of the code/standards
Section 9	9.6	Confirmation of 30 days payment
Section 9	9.7	Payments to supply chain
Section 9	SEL5.5	Health and Safety Policy
Section 9	SEL5.6	Enforcement/remedial orders in relation to the Health and Safety Executive
Section 9	SEL5.7	Breaching environmental legislation
Section 9	SEL5.8	Checking sub-contractors for infringement of environmental legislation
Section 9	SEL5.9	Unlawful discrimination
Section 9	SEL5.10	Checking sub-contractors for unlawful discrimination
Section 9	SEL2.12	General Data Protection Regulation (GDPR) Act and Data Protection Act 2018
Section 9	FOI1.1	Freedom of information
Section 9	DPS1.1	Form of BID
Section 9	DPS4.1	Contract Terms
Section 9	DPS4.2	Contract Terms 2
Section B	PROJ1.1	DPS Category Selection
		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.

5.4. Evaluation process

5.4.1 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">• DPS logged upon opening in alignment with the Contracting Authorities procurement procedures.• Any DPS response received after the closing date will be rejected unless circumstances attributed to the Contracting Authority or the e-sourcing tool beyond the bidder's 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 or incomplete Responses maybe subject to clarification by the Contracting Authority or rejection of the Response.
Clarifications	<ul style="list-style-type: none">• The Evaluation team will require formal written clarification of Responses.
Reviewing the Response and Clarifications	<ul style="list-style-type: none">• Where relevant, the Evaluation team will independently review the Response following receipt of replies to Clarifications and provide a commentary of their review against the Selection criteria.
Shortlisting of Bidders	<ul style="list-style-type: none">• The Contracting Authority will shortlist Bidders based on the Responses and any Clarifications received against the Evaluation Model detailed in Section 5 of the DPS and will communicate the final outcome once the evaluation is complete.

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 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 The Contracting Authority wishes to establish a DPS for the provision of Maintenance, servicing and repair of Laboratory and Scientific equipment. The Contracting Authority is managing this procurement process in accordance with the Public Contracts Regulations 2015 (as may be amended from time to time). This is a services DPS being procured under the OJEU Open Procedure

7.1.2 UK SBS is procuring the DPS for our core customers as well as the list who are other Public Bodies (OPB's) provided in the [OJEU Notice](#) Further details of these organisations can be found [here](#). (OPB)

UK SBS will manage the overall performance of the DPS by suppliers and collect all KPI and Management information.

7.1.3 UK SBS logo's, trademarks and other identifying marks are proprietary and may not be incorporated in the Bidders 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 Contracting Authority via the UK SBS representative nominated in section 3. 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 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 Following evaluation of the submitted Responses and approval of the outcome the Contracting Authority intends to select a short list of Bidders to proceed to Award stage of this Procurement.

7.1.9 Whilst it is the Contracting Authorities and any relevant Other Public Bodies, OPB's intention is to purchase the majority of its services under this DPS Arrangement from the Supplier(s) appointed this does not confer any exclusivity on the appointed Supplier(s). The Contracting Authority and any other relevant Other Public Bodies associated with this Contract reserve the right to purchase any services (including those similar to the services covered by this procurement) from any other Source at any time.

7.1.10 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.

7.1.11 The services covered by this procurement exercise have been sub-divided into Categories.

Number	Category	Product Examples
1	Microscope, Optical	Optical Microscope Other optical equipment
2	Microscope, Electron	Electron SEM
3	Microscope, X-ray	X-ray X-ray CT
4	Microscope, Other	Light Sheet White Light interferometer Co-ordinate measuring machines LSM Confocal Fluorescent microscopes Others not mentioned above
5	Imaging and quantification	Gel documentation Quantification systems (bioanalyses, spectrophotometers) Tomography imaging systems (microCT, OPT) Film processors and imagers Protein quantification (PEGGY Sue) Immunoassays (bioplex bead array)
6	Plate Readers	Microplate Reader Plate Reader
7	Spectrometers	Mass Specs NMR Spectrometers Spectrophotometers Optical spectrometer
8	Camera systems	Optical X-ray Temporal
9	Chromatography, Liquid	HPLC LC Ultra -Fast Preparation & Purification Liquid Chromatography (UPLC)
10	Chromatography, Gas	GC
11	Chromatography, Other	High Throughput Fluorescence Detection Size Exclusion Chromatography System

		Size Exclusion Chromatography (SEC-MALS)
12	Diffractometers	X-ray Diffractometers Optical
13	Local Exhaust Ventilation	Extraction Systems. Cage change stations Allergen booths Fume hoods Biological safety cabinets Downdraft tables Laminar flow cabinets Laminar flow hoods
14	Media Kitchen/ Glass wash	Plate Pourers Water Disinfectors Food Fly System Glass Washer
15	Sterilisation/Purification Systems	VHP systems Lab water purification systems
16	Flat optics	10-30cm diameter (or equivalent) 30-50cm diameter (or equivalent) >50cm diameter (or equivalent)
17	Lenses	10-30cm diameter (or equivalent) 30-50cm diameter (or equivalent) >50cm diameter (or equivalent)
18	Curved mirrors (parabolas, spherical etc.)	10-30cm diameter (or equivalent) 30-50cm diameter (or equivalent) >50cm diameter (or equivalent)
19	Gain media	
20	Active optical components	
21	Autoclaves/ Incubators/ Ovens	Autoclaves Incubators Ovens
22	Shakers	Floor Standing Stacking
23	Thin Film Coating Plants	Sputter Systems Polymer Systems DLC system Thermal Evaporation Ebeam Deposition
24	critical point dryer	
25	Biochemistry, Electrophoresic	Microscale thermophoresis Refractometer Light Scatterer Eclipse Separation System

		<p>Molecular Detection System</p> <p>Bioprocessing System</p> <p>Molecular Interaction Analysis System</p> <p>Biological Calorimeters</p> <p>Multiplex Systems</p>
26	DNA preparation, amplification and analysis	<p>PCR (thermal cyclers, real time PCR, digital droplet PCR)</p> <p>Genotyping</p> <p>Sequencing</p> <p>Capillary electrophoresis</p> <p>Liquid handling robots</p> <p>OCTet Bio Molecule Analysis System</p> <p>Miroscale Thermophoresis</p>
27	Cold storage	<p>Ultralow freezers (-40 to -80)</p> <p>Cryogenic Systems (-80 to -180)</p> <p>Cell banks</p> <p>Controlled rate freezers</p>
28	Centrifuges & Rotors	<p>Floor Standing Centrifuges</p> <p>Benchtop Centrifuges</p> <p>Ultracentrifuges</p>
29	General Lab	<p>Irradiator Systems</p> <p>Systems Cell Disruption</p> <p>Animal water drinking system</p> <p>Robotic cage processing equipment/washer</p> <p>IVC caging equipment & cage and bottle washers</p> <p>Other general laboratory Equipment</p>
30	Micromachining Systems	<p>Diamond Turning Centres</p> <p>CNC Mills</p>
31	Medical Equipment	<p>Blood Analyser</p> <p>ECG Equipment</p> <p>Anaesthetic Equipment</p>
32	Clinical specimen analysis	<p>Clinical chemistry</p> <p>Histology</p> <p>Necropsy</p> <p>Calorimetry</p>
33	Animal measurements	<p>Scanners (CT, X-ray, MRI)</p> <p>Auditory (ABR)</p> <p>Neurological</p> <p>Metabolic (CLAMS oxymax)</p> <p>Mouse production (XYClone)</p> <p>Observational (BP, weight etc.)</p>
34	Cell handling equipment	<p>Cell sorters</p> <p>Electroporators</p> <p>Live cell analysis (Seahorse)</p>

35	Radiation monitoring equipment	Dose monitoring equipment
36	Pulsed Lasers	Short Pulse Oscillators Q-Switched Oscillators Pump lasers Amplifiers Complete laser systems
37	Electronic Equipment	Oscilloscopes
38	BioPhysics	Isothermal titration calorimeter
39	Vacuum Equipment	Roughing Systems Hi-Vac UHV Cryogenic Freeze Driers
40	Natural Environment Analysers	Gas Analysers Water Analysers Air Analysers Soil Analysers Multi-purpose Analysers Telemetry Devices Acoustic Devices Seismographic Devices
41	Weighing Equipment	Balances Scales Hoists

7.1.12 The Contracting Authority shall utilise the Delta eSourcing Procurement Tool available at <https://uksbs.delta-esourcing.com/> to conduct this procurement. There will be no electronic auction following the conclusion of the evaluation of the Dynamic Purchasing System (DPS) responses. Bidders will be specifically advised where attachments are permissible to support a question response within the e-sourcing tool. All enquiries with respect to problems or functionality within the tool may be submitted to Delta eSourcing on 0845 270 7050

7.1.13 Please utilise the messaging system within the e-sourcing tool located at <https://uksbs.delta-esourcing.com/> within the timescales detailed in [Section 3](#). if you have any doubt as to what is required or will have difficulty in providing the information requested. Bidders should note that any requests for clarifications may not be considered by the Contracting Authority if they are not articulated by the Bidder within the discussion forum within the e-sourcing tool.

7.1.14 Bidders should read this document, Stage one: Overview Section, messages and the evaluation questionnaires carefully before completing the Response submission. Failure to comply with any of these instructions for completion and submission of the Submitted Response may result in the rejection of the Response. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the services and contractual obligations. These instructions constitute the Conditions of Response. Participation in the DPS process automatically signals that the Bidder accepts these Conditions.

- 7.1.15 All material issued in connection with this DPS 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 material issued shall be either returned to the Contracting Authority or securely destroyed by the Bidder (at the Contracting Authorities option) at the conclusion of the procurement
- 7.1.16 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.
- 7.1.17 The Bidder shall not make contact with any other employee, agent or consultant of UK SBS or any relevant OPB who are in any way connected with this procurement during the period of this procurement, unless instructed otherwise by the Contracting Authority.
- 7.1.18 The Contracting Authority shall not be committed to any course of action as a result of:
- 7.1.18.1 issuing this DPS 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 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 DPS the Contracting Authority shall not be bound to accept any Response and reserves the right not to conclude a Contract for some or all of the services for which Responses are invited.
- 7.1.20 The Contracting Authority reserves the right to amend, add to or withdraw all or any part of this DPS 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 DPS 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 during the evaluation process.
- 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 DPS in respect of each of the consortium's constituent members as part of a single composite response. Potential Bidders 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 DPS. 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 Bidders should therefore respond in the light of the arrangements as currently envisaged. Potential Bidders 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 considers the change to have a material impact of the delivery of the viability of the Response.

7.2. Bidder conference / Site Visit

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 DPS 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 DPS 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 unnecessarily other than as is reasonably required to complete and submit a response to the DPS, 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 this section 7.3 the term 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.

7.3.4 The Contracting Authority may disclose detailed information relating to Responses to its employees, agents or advisers and the Contracting Authority may make any of the Contract documents available for private inspection by its officers, employees, agents or advisers. The Contracting Authority 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, 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 DPS consent to these terms as part of the competition process.

- 7.3.6 The Government introduced its new Government Security Classifications (“GSC”) classification scheme on the 2nd April 2014 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. The link below to the Gov.uk website provides information on the new GSC:
<https://www.gov.uk/government/publications/government-security-classifications>

USEFUL INFORMATION LINKS

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

- 7.3.7 The Contracting Authority reserves the right to amend any security related term or condition of the draft contract accompanying this DPS to reflect any changes introduced by the GSC. In particular where this DPS 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), the Contracting Authority may be required to disclose information submitted by the Bidder to the 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, UK SBS 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 UK SBS.

7.4.5 Bidders are reminded that the Government's transparency agenda requires that sourcing documents, including DPS 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(s) once the procurement is complete. By submitting a response to this DPS 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 DPS 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. UK SBS's Contact Details

7.7.1 Unless stated otherwise in these Instructions or in writing from the Contracting Authority, all communications from Bidders (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement must be directed through the e-sourcing tool to the UK SBS nominated contact in Section 3.

7.7.2 All enquiries with respect to access to the e-sourcing tool may be submitted to Delta eSourcing on 0845 270 7050 please note this is a free self-registration website and this can be done by completing the online questionnaire at <https://uksbs.delta-esourcing.com/>

7.7.3 Bidders should be mindful that the designated Contact should not under any circumstances be sent a copy of their Response outside of the e-sourcing tool. Failure to follow this requirement will result in disqualification of the Response.

7.8. Preparation of a Response

7.8.1 Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Responses. Bidders are solely responsible for all costs, expenses and other liabilities arising in connection with the preparation and submission of their Response and all other stages of the selection and evaluation process. Under no circumstances will 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 Dynamic Purchasing System. Failure to comply with the Conditions and the Dynamic Purchasing System 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 DPS, any of its associated documents and/or any other information issued to them during the procurement.
- 7.8.5 Bidders must ensure that each response to a question is within any specified word count. Any responses with words in excess of the word count will only be considered up to the point where they meet the word count, any additional words beyond the volume defined in the word count will not be considered by the evaluation panel.
- 7.8.6 Bidders must ensure that each response to a question is not cross referenced to a response to another question. In the event of a Bidder adding a cross reference it will not be considered in evaluation.

7.9. Submission of Responses

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

7.10. Canvassing

- 7.10.1 Any Bidder who directly or indirectly canvasses any employee, or agent of UK SBS 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 all material and information in this DPS, 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 the Contracting Authority, nor any relevant OPB's nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:
 - 7.11.2.1 makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the DPS; or
 - 7.11.2.2 accepts any responsibility for the information contained in the DPS or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
- 7.11.3 Any persons considering making a decision to enter into contractual relationships with the Contracting Authority and/or, as applicable, relevant OPB following receipt of

the DPS should make their own investigations and their own independent assessment of the Contracting Authority and/or, as applicable, relevant OPB and its requirements for the services and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the DPS 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 DPS.

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 the Contracting Authority via 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 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 DPS 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 during the Award stage of the Procurement

7.14.1 The Bidder in submitting the Response undertakes that in the event of the Response being accepted by the Contracting Authority and the Contracting Authority confirming in writing such acceptance to the Bidder, the Bidder will within 14 days of being called upon to do so by the Contracting Authority execute the Contract in the form set out in the Contract Terms or in such amended form as may subsequently be agreed, if permitted under the procurement.

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 through the e-sourcing tool unless where the e-sourcing tool is unavailable due to Delta eSourcing system maintenance or failure, in this instance all clarifications shall be by email to the contact defined in [Section 3](#).
- 7.15.2 The Contracting Authority will endeavour to answer all questions as quickly as possible but cannot guarantee a minimum response time.
- 7.15.3 In the event of a Bidder requiring assistance uploading a clarification to the e-sourcing portal they should use the contact details defined in [Section 3](#).
- 7.15.4 No further requests for clarifications will be accepted after 7 days prior to the date for submission of Responses.
- 7.15.5 In order to ensure equality of treatment of Bidders, the Contracting Authority intends to publish the questions and clarifications raised by Bidders together with the Contracting Authorities 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 Authorities 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 Authorities 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 DPS 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, may, at its discretion, extend the time and/or date for receipt of Responses relevant to the extent of the amendment.

7.17. Modification and withdrawal

- 7.17.1 Bidders may modify their Response where allowable within the e-sourcing tool. No Response may be modified after the deadline for submission of Responses.
- 7.17.2 Bidders may withdraw their Response at any time prior the deadline for submission of Responses [or any other time prior to accepting the offer of a Contract]. The notice to withdraw the Response must be in writing and sent to the Contracting

Authority by recorded delivery or equivalent service and delivered to the Head of Policy UK SBS at UK Shared Business Services Ltd, Procurement, Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1FF

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 Dynamic purchasing system 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 Bidders ability to be considered further by the Contracting Authority.

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 As required by the Regulations all successful and unsuccessful Bidders, will be provided with feedback advising the outcome of the submission of their DPS response.
- in the OJEU (within 30 days of the award of further competitions under the DPS)
 - in Contracts Finder with a redacted copy of the Contract(s) of further competitions awarded (within a reasonable time)

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 “DPS Response”	means the Bidders formal offer in response to this Dynamic purchasing system
“Bidder(s)”	means the organisations being invited to respond to this Dynamic Purchasing System
“Central Purchasing Body”	means a duly constituted public sector organisation which procures supplies, supplies/services or works for and on behalf of contracting authorities
“Competed Services”	means the competed services which may be Ordered under the Contract via further competition /(direct award subject to single supplier categorisation) if the procurement is to conclude a DPS.
“Conditions of Bid”	means the terms and conditions set out in this DPS relating to the submission of a Response
“Consortia”	means more than one organisation such as a Consortium, Partnership or Special Purpose Vehicle who are a Potential Supplier
“Contract”	means the agreement to be entered by the Contracting Authority and the Supplier(s) following any award.
“Contracting Authority”	A public body regulated under the Public Contracts Regulations taking the procurement to competition
“Contracting Bodies”	means the Contracting Authority and any other contracting authorities described in the OJEU Contract Notice / Contracts Finder that are allowed to access the agreement.
“Contracts Finder”	The government portal for advertising publically funded procurement opportunities https://www.gov.uk/contracts-finder
“Direct Award”	means the award of a Call Off Contract by application of the terms laid down in the Contract without re-opening further competition under a DPS if applicable to this procurement
“Dynamic purchasing system” or “DPS”	means the applicable procurement procedure documentation and documents completed by Bidders in the procurement used to shortlist Bidders under the Open procedure
“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
“Further Competition”	means re-opening competition under a DPS if applicable to this procurement
“Category”	means a sub-division of the services under a DPS if applicable to this procurement
“Mandatory”	means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
“Named	means the single point of contact for the Contracting Authority

“Procurement Officer”	based in UK SBS that will be dealing with the procurement
“OJEU Contract notice”	means the advertisement issued in the Official Journal of the European Union
“Other Public Bodies” or “OPB”	means all Contracting Bodies except the Contracting Authority
“Regulations”	Means statutory laws applicable to the procurement
“Standard Services”	means any services set out at within Section 4 Specification
“Supplier(s)”	means a organisation(s) that has sucessfully been awarded a Contract by the Contracting Authority