

# Request for Proposal



**Request for Proposal (RFP) on behalf of UK Trade & Investment (UKTI)**  
**Subject: Concept & Developed Designs for UK Pavilion at Astana Expo 2017**  
**Sourcing reference number: PR160035**

**UK Shared Business Services Ltd (UK SBS)**  
[www.uksbs.co.uk](http://www.uksbs.co.uk)

Registered in England and Wales as a limited company. Company Number 6330639.  
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VAT registration GB618 3673 25  
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## Section 1 – About UK Shared Business Services

### Putting the business into shared services

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

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

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

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

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

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

### Our Customers

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

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

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

## Section 2 – About Our Customer

### **About UK Trade and Investment (UKTI)**

UK Trade & Investment (UKTI) is a government department.

They help UK based companies of all sizes to grow and become more profitable by exporting their products and services.

UKTI also support all types of overseas businesses and business people to establish a presence in the UK.

And with local offices both in the UK and around the world, you're never far from one of their advisers.

### **Export for the first time**

If you haven't exported before, you'll have lots of questions. UKTI can help.

They support companies who have just started to export and those who haven't yet, but would like to.

### **Go further with your exports**

If you currently export, UKTI can help you find more opportunities to grow internationally.

They can help you to do business faster in more countries.

### **Meet an export trade adviser**

Whether you're new to exporting, or want to develop your business in more markets overseas, UKTI have range of support and services.

Speak to one of their international trade advisers about the services that are available to you.

They offer free advice.

UKTI's export services can help you:

- develop an export plan
- understand how to do business overseas
- identify business opportunities and major projects
- reach new customers and business partners
- increase your profile and credibility overseas
- overcome barriers to entry or expansion
- improve your overseas marketing strategy
- research the market to help you make decisions

[Find out more about UKTI's services for exporters](#)

### **Locate and expand your business in the UK**

UKTI help all types of overseas companies to invest and grow in the UK.

Whether you're an entrepreneur, start-up, medium to large business or an institutional investor, UKTI offers support for your investment or expansion. They can help you understand why being in the UK can benefit your business.

UKTI's services can help you:

- find the right location to establish or expand your business
- set up your business in the UK
- identify and access market opportunities
- meet people who can help you grow your business
- understand the UK tax system
- recruit, train and retain staff
- access different finance options
- understand visa requirements for yourself and your workers

UKTI's support doesn't stop once you're based in the UK. They'll continue to help your business expand within the UK or to European and global markets.

[Find out more about UKTI's services for investors.](#)

[Contact UKTI's investment services team for more information](#)

### **UKTI partners**

UKTI works with local and international partners to help more companies export from or invest in the UK.

Partners include:

- chambers of commerce
- trade associations
- banks and professional services companies
- business bodies and networks
- local government
- Local Enterprise Partnerships

### **Wider business support**

The government's Business Growth Service can provide wider help for your business.

### **Contact UKTI**

Email [enquiries@ukti.gsi.gov.uk](mailto:enquiries@ukti.gsi.gov.uk)

Telephone +44(0)20 7215 5000

## Section 3 – Working with UK Shared Business Services Ltd.

Section 3 – Contact details		
3.1	Customer Name and address	UK Trade & Investment
3.2	Buyer	Bernie Marsh
3.3	Buyer contact details	bernie.marsh@uksbs.co.uk
3.4	Estimated value of the Opportunity	£150,000 to £250,000
3.5	Process for the submission of clarifications and Bids	<p><b>All correspondence shall be submitted within the Emptoris e-sourcing tool. Guidance Notes to support the use of Emptoris is available <a href="#">here</a>.</b></p> <p><b>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.</b></p>

Section 3 - Timescales		
3.6	Date of posting of Contract advert to OJEU.	30th March 2016
3.7	Date RFP available to Bidders	1st April 2016
3.8	Bidder conference (if required – to be determined)	Date to be advised
3.9	Latest date / time RFP clarification requests should be sent by bidders to be received through Emptoris	Tuesday 26th April 2016 14.00
3.10	Latest date / time RFP clarification answers should be sent to all potential Bidders through Emptoris	Thursday 28th April 2016 1400hrs
3.11	Closing date and time for Bidder to request RFP documents	Friday 6th May 2016 1100hrs
3.12	Closing date and time for Bidder to submit their response ('the	Monday 9th May 2016

	<b>deadline’).</b>	1400hrs
3.13	Clarifications and presentations (if required)	9th May 2016 through to 26th May 2016 (presentation date to be advised if applicable)
3.14	Notification of proposed Contract award to unsuccessful bidders	Thursday 2nd June 2016
3.15	Anticipated Contract Award Date	Tuesday 14th June 2016
3.16	Commencement of Contract	Wednesday 15 <sup>th</sup> June 2016
3.17	Bid Validity Period	90 Days

## Section 4 – Specification and about this procurement

### Summary:

UK Trade & Investment are seeking a multi-disciplinary integrated design team to deliver comprehensive design services for the UK Pavilion at the Astana EXPO 2017 in Kazakhstan. The Pavilion shall be constructed within an existing building and will comprise visitor experience and supporting accommodation & facilities. The main scope of Services comprises provision of the Developed Design, including 2D/3D, AV, interactive and graphic design including all necessary aspects of architectural, structural and services engineering (mechanical, electrical, plumbing). The appointed team will act as the Employer's Design Team and develop the design sufficiently for the procurement of a Design & Build Contractor. The preliminary pavilion budget is a total of 2 000 000 GBP which includes design fees but excludes contingency and VAT.

The detailed specification is included in the 'Scope' document and its associated appendices and Annexes attached within Emptoris. The contents of the Scope is listed below:

### **Scope Document Contents**

#### Definitions

1. Introduction
2. General Obligations
3. Description of the Services
4. Design Inputs
5. Design Execution Plan
6. Design Deliverables
7. Deliverables Process
8. Design Approval
9. Quality Management
10. Value Management
11. Information and Data Management
12. Specifications and Standards
13. Constraints on how the Consultant is to provide the Services
14. Coordination and Interface
15. Appendices

Appendix A: Completion Strategy

Appendix B: Design Deliverables Matrix

Appendix C: Key Date Schedule

Appendix D: Key Deliverables for "Pavilion Design" Approval

Appendix E: Supporting Information (Annexes)

Annex Number	Filename	File Description
1	Initial Brief	Initial Brief



2	Guidelines 2nd IPM	Astana EXPO 2017 International Participants Manual
3	01 ASTANA infrastructure	Astana EXPO 2017 Presentation on Infrastructure
4	02 architecture and construction	Astana EXPO 2017 Presentation on Architecture
5	03 operational services	Astana EXPO 2017 Presentation on Operational Services
6	04 content presentation	Astana EXPO 2017 Presentation on Content Presentation
7	05 international participants	Astana EXPO 2017 Presentation on International Participants
8	06 commercialisation & sponsorship	Astana EXPO 2017 Presentation on Commercialisation & Sponsorship
9	07 marketing and promotion	Astana EXPO 2017 Presentation on Marketing & Promotion
10	1456136319	Astana EXPO 2017 General Regulations
11	1456136361	Astana EXPO 2017 Special Regulation 1
12	1456136531	Astana EXPO 2017 Special Regulation 2
13	1456136599	Astana EXPO 2017 Special Regulation 3
14	1456136643	Astana EXPO 2017 Special Regulation 6
15	1456136649	Astana EXPO 2017 Special Regulation 9
16	1456136770	Astana EXPO 2017 Special Regulation 5
17	1456136135	Astana EXPO 2017 Special Regulation 10
18	Technical Passport C1.3-3 (UK)	Technical Passport for UK Pavilion
19	C1.3 Drawing Package (folder containing multiple files)	Drawing Package for Core & Shell of UK Pavilion
20	Astana-concepts C1	Astana UK Pavilion Identity
21	GREAT Brand Guidelines SHORT	GREAT Brand Guidelines

The Contract duration shall be for a period of 18 months from commencement of the Contract.

The main scope of work shall be for Concept and Developed Design as detailed in the Scope document. The Scope makes provision for optional for additional services. Additional services means any design services necessary for the Project beyond the Developed Design; that may be instructed by the Employer's Agent at the Employer's absolute discretion and sole option. Any additional services shall be congruent with achieving a progressively elaborated design and potential legacy advice associated with Astana Expo 2017 (as opposed to new design work) and any such additional services shall be priced using rates provided for the main Scope.

The form of contract used shall be NEC3 Professional Services Contract (2013 Version) with Option X10 invoked.

## Section 5 – Evaluation model

### 5.1 Introduction

5.1.1 The evaluation process will be conducted to ensure that Bids are evaluated fairly to ascertain the bidders who can demonstrate the required skills qualities, technical

ability and capacity, commercial stability and experience to ensure successful performance of the Contract.

- 5.1.2 The evaluation team may comprise staff from UK SBS, the Customer and any specific external stakeholders UK SBS deem required

## 5.2 Evaluation of Bids

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

## 5.3. SELECTION questionnaire

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

In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, UK SBS reserves the right to disqualify the Bidder.

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

Selection Pass/fail criteria		
Questionnaire	Q No.	Question subject
Selection Part B	SEL2.2	Conviction for conspiracy
Selection Part B	SEL2.3	Conviction for corruption
Selection Part B	SEL2.4	Conviction for bribery
Selection Part B	SEL2.5	Conviction for fraud
Selection Part B	SEL2.6	Conviction for Terrorism/ Serious Crime
Selection Part B	SEL2.7	Conviction for Money Laundering
Selection Part B	SEL 2.8	Conviction for proceeds of crime
Selection Part B	SEL 2.9	Conviction for other offences
Selection Part B	SEL 2.10	Tax and social security breaches
Selection Part C	SEL3.2	Compliance with applicable obligations in the fields of environmental, social and labour law.
Selection Part C	SEL3.3	Bankruptcy, Insolvency or Winding up
Selection Part C	SEL3.4	Grave Professional misconduct
Selection Part C	SEL3.5	Agreements with other economic operators that create a Distortion of Competition
Selection Part C	SEL3.6	Conflict of interest within meaning of regulation 24
Selection Part C	SEL3.7	Distortion of competition within the meaning of regulation 41

Selection Part C	SEL3.8	Deficiencies in performance of prior public contract
Selection Part C	SEL3.9	Serious Misrepresentation
Selection Part C	SEL3.10	Tax Returns
Selection Part C	SEL3.11	Compliance to Modern Slavery Act 2015
Selection Part D	SEL4.1	Economic and Financial standing assessment
Selection Part D	SEL4.2	Minimum financial threshold
Selection Part D	SEL4.3	Guarantee
Selection Part D	SEL4.4	Insurance
Selection Part E	SEL5.2	Health and Safety Policy
Selection Part E	SEL5.3	Remedial Orders relating to Health and Safety Executive (or equivalent)
Selection Part E	SEL5.4	Conviction of breaching environmental Legislation
Selection Part E	SEL5.5	Sub-contractors infringement of environmental Legislation
Selection Part E	SEL5.6	Unlawful Discrimination
Selection Part E	SEL5.7	Sub-contractor checks for unlawful discrimination
Selection Part E	FOI1.1	Freedom of information
Selection Part F	SEL1.2	Local Architect of Record
Selection Part F	SEL1.3	Quality Management System.
Selection Part F	SEL1.4	Relevant Experience & References
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, UK SBS reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.	

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

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

#### 5.4. AWARD questionnaire

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

### Award Pass/fail criteria

Questionnaire	Q No.	Question subject
Commercial	AW1.1	Form of Bid
Commercial	AW1.2	Bid validity period
Commercial	AW1.3	Certificate of bona fide Bid
Commercial	AW4.1	Compliance to the Contract Terms
Commercial	AW4.2	Changes to the Contract Terms
Price	AW5.1	Firm and fixed price
Price	AW5.3	Open book policy
Commercial	AW5.5	E Invoice
Commercial	AW5.6	E Invoice implementation
Quality	AW6.1	Compliance to the Specification / Scope
Quality	PROJ1.1	Availability and acceptance of Key Timescales.
Quality	PROJ2.5	Local Regulation and Expo Considerations
Quality	PROJ2.6	Designed to budget
-	-	Request for Quotation response – received on time within the e-sourcing tool
In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, UK SBS reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.		

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

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

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

### Award Scoring criteria

#### Evaluation Justification Statement

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

Questionnaire	Q No.	Question subject	Maximum Marks
Price	AW5.2	Price	10
Quality	PROJ1.2	Project Programme & Management.	11
Quality	PROJ1.3	Approach to Mobilisation	4
Quality	PROJ1.4	Design Team Structure & CVs of Key Personnel	5
Quality	PROJ1.5	Approach to Delivery of Developed Design	4
Quality	PROJ2.1	Executive Summary	For Information Only
Quality	PROJ2.2	Design Proposal - Technical Assessment	10
Quality	PROJ2.3	Design Report	15
Quality	PROJ2.4	Unique design	For Information Only
Quality	PROJ3.1	Health and Safety	2
Quality	PROJ3.2	Risk Management	2
Quality	PROJ3.3	Sustainability	2
Concept Design Panel	CDP1	Coherent Design Concept and in relation to Theme	11.66
Concept Design Panel	CDP2	Visitor Experience	11.67
Concept Design Panel	CDP3	Fulfilment	11.67

## Award Evaluation of criteria

### Non-Price elements

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

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

**Example** if a Bidder scores 60 from the available 100 points this will equate to 12% by using the following calculation: Score/Total Points available multiplied by 20 ( $60/100 \times 20 = 12$ )

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

**Example** if a Bidder scores 60 from the available 100 points this will equate to 6% by using

the following calculation: Score/Total Points available multiplied by 10 ( $60/100 \times 10 = 6$ )

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

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

Score	Evaluation response
0	The Question is not answered or the response is completely unacceptable.
10	Extremely poor response - they have completely missed the point of the question.
20	Very poor response and not acceptable. Requires major revision to the proposal to make it acceptable. Only partially answers the requirement, with major deficiencies and little relevant detail proposed.
40	Poor response with deficiencies apparent. Some useful evidence provided. Low probability of success, sufficient obstacles but correctable.
60	Response is acceptable but remains basic and could have been expanded upon. Response is sufficient but does not inspire. Good probability of success, weaknesses can be readily corrected.
80	Response exceeds minimum expectations including as level of detail, which adds value to the bid. Great probability of success, no significant weaknesses noted.
100	Excellent response – comprehensive and useful. High probability of success, no weaknesses noted. The response is innovative and includes a full description of techniques and measurements to be employed.

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

#### **Example**

Evaluator 1 scored your bid as 60

Evaluator 2 scored your bid as 40

Evaluator 3 scored your bid as 80

Evaluator 4 scored your bid as 60

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

**Price elements** will be judged on the following criteria.

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

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

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

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

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

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

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

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

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

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

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

## 5.5. Evaluation process

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

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

Bidders	received and the Evaluation Model detailed in Section 5 of the RFP.
Concept Design Panel	<ul style="list-style-type: none"> <li>• A Concept Design Panel will evaluate the concept design and will apply scores to questions CDP1, CDP2 and CDP3. A minimum attainment of scores is required to get through to the Concept Design Panel as follows: <ul style="list-style-type: none"> <li>(i) Bidders must pass all selection questions and pass all mandatory and discretionary pass / fail Award questions.</li> <li>(ii) Bidders must achieve at least 33 points (after weighting applied) out of the possible 55 points (60%) across the following scored Quality questions: PROJ1.2, PROJ1.3, PROJ1.4, PROJ1.5, PROJ2.2, PROJ2.3, PROJ3.1, PROJ3.2 and PROJ3.3.</li> </ul> </li> </ul>
Presentations	<ul style="list-style-type: none"> <li>• Following the evaluation of bids by the Concept Design Panel there will be a presentation to the evaluation team. UKSBS will invite the highest scoring bidder to deliver a presentation and will also invite bidders within 10% of the highest score to make presentations. UKSBS also reserves the right to invite other bidders to present. The presentation will serve as a means of clarifying elements of the bid and adjusting scores if appropriate.</li> </ul>
Moderation meeting(s)	<ul style="list-style-type: none"> <li>• There shall be moderation meeting(s) between the evaluators to agree final scoring for each Bid and relative rankings of the Bids.</li> <li>• 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.</li> </ul>
Validation of unsuccessful Bidders	<ul style="list-style-type: none"> <li>• To confirm contents of the letters to provide details of scoring and relative feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.</li> </ul>



## **Section 6 – Selection and award questionnaires**

### **Section 6 – Selection questionnaire**

#### **6.1 Introduction**

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

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

**PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY**

## **Section 6 – Award questionnaire**

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

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

**PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY**

## Section 7 – General information

### 7.1. Introduction

- 7.1.1 UK SBS wishes to establish a Contract for the provision of Concept Designs & Developed Designs for the UK Pavilion at Astana Expo 2017. UK SBS is managing this procurement process in accordance with the Public Contracts Regulations 2015 (as may be amended from time to time) (the “Regulations”). This is a services Contract being procured under the OJEU Open Procedure.
- 7.1.2 UK SBS is procuring the Contract for UKTI’s exclusive use. UKTI is appointing a Project Delivery Partner to fulfil the function of the Employer’s Agent as defined in the Scope document in Section 3. The Employer’s Agent is the agent who acts on behalf of the Employer with the authority set out in the Contract Data when Option X10 of the NEC3 PSC is invoked. The Employer’s Agent shall be the Project Delivery Partner, WNY.
- 7.1.3 UK SBS logo, trademarks and other identifying marks are proprietary and may not be incorporated in the Companies response without UK SBS’s written permission.
- 7.1.4 The Bidder shall indemnify and keep indemnified UK SBS against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Bidder of this document.
- 7.1.5 If there is any doubt with regard to the ambiguity of any question or content contained in this questionnaire then PLEASE ASK a clarification question, but please ensure that your question is via the formal clarification process in writing to the UK SBS representative nominated. No approach of any kind in connection with this opportunity should be made to any other person within, or associated with UK SBS. All information secured outside of this named contact shall have no legal standing or worth and should not be relied upon.
- 7.1.6 It remains the responsibility of the Bidder to keep UK SBS informed of any matter that may affect continued qualification
- 7.1.7 Prior to commencing formal evaluation, Submitted Responses will be checked to ensure they are fully compliant with the Pass / Fail criteria within the Evaluation model. Non-compliant Submitted Responses may be rejected by UK SBS. Submitted Responses which are deemed by UK SBS to be fully compliant will proceed to evaluation. These will be evaluated using the criteria and scores detailed in the matrix set out in [Section 5](#).
- 7.1.8 Following evaluation of the submitted Responses and approval of the outcome UK SBS intends to select a short list of Bidders to proceed to Award stage of this Procurement.
- 7.1.9 Whilst it is UK SBS’s and UKTI’s intention to purchase the majority of its service under this Contract Arrangement from the Supplier(s) appointed this does not confer any exclusivity on the appointed Suppliers. UK SBS and UKTI reserve the right to purchase any services (including those similar to the services covered by this procurement) from any Supplier outside of this Contract.

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

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

## **7.2. Bidder conference**

- 7.2.1 A Bidders' Conference may be held in conjunction with this procurement. Details of the conference will be provided to all bidders in the form of a clarification at the earliest possible time.

## **7.3. Confidentiality**

- 7.3.1 Subject to the exceptions referred to in paragraph 7.3.2, the contents of this RFP are being made available by UK SBS on condition that:
- 7.3.1.1 Bidders shall at all times treat the contents of the RFP and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
- 7.3.1.2 Bidders shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;

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

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

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

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

## **7.4 Freedom of information**

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

## **7.5. Response Validity**

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

## **7.6. Timescales**

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

## **7.7. UK SBS's Contact Details**

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

## **7.8. Preparation of a Response**

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

## **7.9. Submission of Responses**



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

## **7.10. Canvassing**

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

## **7.11. Disclaimers**

- 7.11.1 Whilst the information in this RFP, Due Diligence Information and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.

7.11.2 Neither UK SBS, nor any relevant OPB's nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:

7.11.2.1 makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the RFP; or

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

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

## **7.12. Collusive behaviour**

7.12.1 Any Bidder who:

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

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

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

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

7.12.1.5 offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Response or proposed Response, any act or omission, shall (without prejudice to any other civil remedies available to UK SBS and without prejudice to any criminal liability which such conduct by a Bidder may attract) be disqualified.

## **7.13. No inducement or incentive**

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

## **7.14. Acceptance of the Contract**

7.14.1 The Bidder in submitting the Response undertakes that in the event of the Response being accepted by UK SBS and UK SBS confirming in writing such acceptance to the Bidder, the Bidder will within one day of being called upon to do so by UK SBS execute the Contract in the form set out in the Contract Terms or in such amended form as may subsequently be agreed.

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

## **7.15. Queries relating to the Response**

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

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

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

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

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

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

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

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

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

## **7.16. Amendments to Response Documents**

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

Responses, UK SBS may, at its discretion, extend the time and/or date for receipt of Responses.

#### **7.17. Modification and withdrawal**

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

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

#### **7.18. Right to disqualify or reject**

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

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

#### **7.19. Right to cancel, clarify or vary the process**

7.19.1 UK SBS reserves the right to:

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

#### **7.20.. Notification of award**

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

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

## Appendix ‘A’ Glossary of Terms

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