

Request for Proposal



Request for Proposal (RFP) on behalf of: STFC RAL
Subject: SQuID Magnetometer
Sourcing reference number: UKSBS PR16217

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

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

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Section 1 – About UK Shared Business Services

Putting the business into shared services

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

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

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

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

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

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

Our Customers

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

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

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

Section 2 – About Our Customer

Science and Technology Facilities Council

About STFC

STFC is one of Europe's largest multi-disciplinary research organisations, harnessing its world-leading expertise, facilities and resources to drive science and technology forward and maximise the benefits for the UK and its people.

STFC Supports

- 1) An academic community of around 1,700 in materials science, particle physics, nuclear physics, and astronomy including space science, who work at more than 50 universities and research institutes in the UK, Europe, Japan and the United States, including a rolling cohort of more than 900 PhD students.
- 2) The development of national campuses to promote academic and industry collaboration and knowledge sharing.
- 3) Research, innovation and skills development by providing access to cutting edge physical and life science facilities.
- 4) The future of Science by inspiring the next generation of scientists through promotion and engagement of young people.

Examples of Recent STFC Funded Projects

- A collaboration of scientists have been using the POLARIS instrument at ISIS to develop a new bio-nanocomposite that they hope will ultimately lead to earlier detection, and more successful treatment, of breast cancer.
- DiPOLE, an innovative technology platform being developed at the Central Laser Facility, is at the forefront of research into next-generation pulsed lasers that could touch virtually every walk of life. Reduced radiation doses for cancer patients; better detection of concealed weapons and contraband; unprecedentedly precise atmospheric readings that enable more accurate weather forecasts and clean, limitless energy from fusion.
- 2013-14 STFC's touring exhibition is providing opportunity to all to see the Universe in all its light – showcasing the Big Telescopes family in all their glory and focusing on both the UK's scientific expertise and the economic benefits that astronomy can deliver.

Which Services Does UKSBS Provide to STFC

As with the majority of Research Councils, STFC benefits from the support of UKSBS services in Procurement, Human Resources and Payroll, Finance, IT and Grants Administration.

Find out more about the work of STFC at www.stfc.ac.uk.

Section 3 – Working with UK Shared Business Services Ltd.

| Section 3 – Contact details | | |
|-----------------------------|---|---|
| 3.1 | Customer Name and address | Rutherford Appleton Laboratory R53 Harwell Campus Didcot, OX11 0QX, UK |
| 3.2 | Buyer | Andrew Fernandez |
| 3.3 | Buyer contact details | Andrew.fernandez@uksbs.co.uk |
| 3.4 | Estimated value of the Opportunity | £450,000.00 |
| 3.5 | Process for the submission of clarifications and Bids | <p>All correspondence shall be submitted within the Emptoris e-sourcing tool. Guidance Notes to support the use of Emptoris is available here.</p> <p>Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid <u>not</u> being considered.</p> |

| Section 3 - Timescales | | |
|------------------------|---|------------------------|
| 3.6 | Date of posting of Contract advert to OJEU. | 08/12/2016 |
| 3.7 | Date RFP available to Bidders | 12/12/2016 |
| 3.8 | Bidder conference (if relevant) | N/A |
| 3.9 | Latest date / time RFP clarifications should be sent be received through Emptoris | 11/01/2017 14.00 PM |
| 3.10 | Latest date / time RFP clarification answers should be sent to all potential Bidders through Emptoris | 12/01/2017 14.00 PM |
| 3.11 | Closing date and time for Bidder to request RFP documents | 16/01/2017 14.00 AM |

| | | |
|------|--|------------------------|
| 3.12 | Closing date and time for Bidder to submit their response ('the deadline'). | 18/01/2017 14:00 PM |
| 3.13 | Clarifications and / or site visits (if required) | TBA |
| 3.14 | Notification of proposed Contract award to unsuccessful bidders | 31/01/2017 |
| 3.15 | Anticipated Contract Award Date | 14/02/2017 |
| 3.16 | Commencement of Contract | 14/02/2017 |
| 3.17 | Bid Validity Period | 90 Days |

Section 4 – Specification and about this procurement

This requirement is for a replacement SQUID magnetometer to replace the current Quantum Design MPMS XL SQUID magnetometer system in the ISIS R53 Materials Characterisation Laboratory (R53 MCL). This system was procured well over 12 years ago and has subsequently become unreliable and slow and can no longer meet the demands placed upon it in the running of the R53 MCL To support the running of the ISIS neutron facility.

ISIS, sited at the Rutherford Appleton Laboratory (RAL), is a pulsed neutron and muon source used to investigate the atomic structure and dynamics within a diverse range of materials for a wide range of scientific research and commercial R&D. It does this through a diverse suite of neutron beamlines situated on two neutron target stations. Each target station is like the hub of a bicycle wheel, with each spoke being a beamline dedicated to a particular neutron scattering technique. These techniques are broadly classed as elastic (where atoms are, “structure”) or inelastic (how atoms move, “dynamics”) neutron scattering.

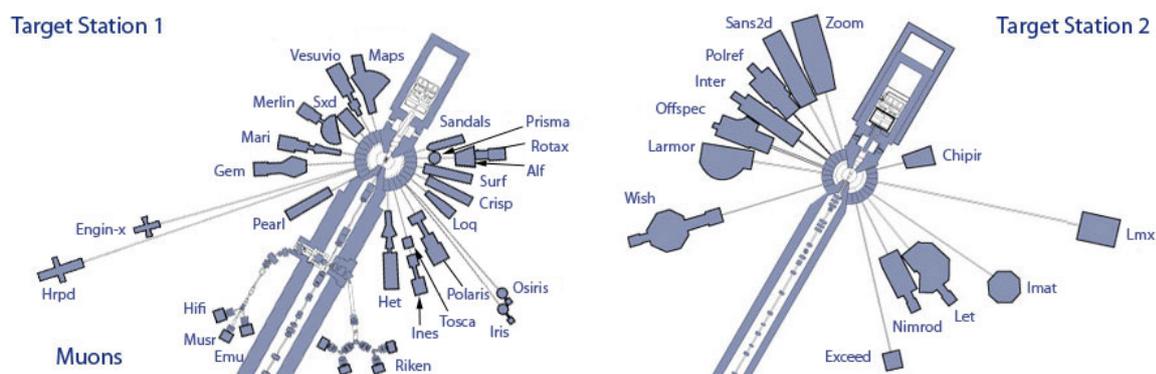


Figure 1: Schematic of the ISIS neutron target stations, showing the layout of the various neutron beamlines.

Magnetism research represents a large fraction of the experiments (approx. 40%) performed on the ISIS neutron beamlines, making use of the magnetic equivalents of the elastic and inelastic scattering techniques. Presently beamtime on ISIS beamlines has a commercial cost of approximately £20K/day, and academic and industrial users must compete to get a share of the finite beamtime provided each year. Hence any awarded time on a neutron beamline is therefore at a premium and users want to at all times to maximise their output from the beamline they are using.

The R53 Materials Characterisation Laboratory’s purpose is to provide support to the neutron beamlines in order to maximise their output. It does this in four main ways:

- 1) Sample screening – Most research samples are unique and often quality control varies tremendously. The characterisation lab allows samples to be checked so that their basic properties meet the minimum requirements to make a successful neutron measurement. This saves the ISIS facility a large amount of money in lost beamtime due to poor quality samples and increases the number of successful experiments and the subsequent output of the facility as a whole.
- 2) Optimization of sample environment measurement conditions (temperature, applied magnetic field, pressure, etc) – Neutron measurements are slow and can take many days,

hence it is paramount to know the correct measurement conditions beforehand, as a lot of experiments can be lost due to measuring at an incorrect temperature or applied field. This again saves large amounts of money in preventing lost beamtime due to mistakes and increases the experimental success rate and subsequent facility output.

- 3) Post experimental support – Once an experiment is completed the data requires analysis and publication in an academic journal or a patent. It is now a mandatory requirement for publication to show characterisation data, attesting to sample quality and as an aid to understanding the science or R&D under discussion. Many smaller research groups and companies often do not have the facilities or access to them, to acquire this data and the R53 MCL is ideally situated to provide it in conjunction to the neutron data from the main facility. This again increases the ISIS experimental completion rate, and aids in fulfilling the goal of ISIS and STFC of supporting the UK economy and of increasing the knowledge base of the UK.
- 4) Checking neutron sample environment/beamline components – Many neutron experiments have been lost due to the discovery at a later date that the sample mount/or beamline component was in-fact magnetic,, when it was not meant to be, and had subsequently contaminated the measurement, This again aids in experimental success rates and neutron beamline development and engineering/construction.

The SQUID magnetometers role will be the to measure one primary parameter, Magnetisation (M) as a function of two primary experimental variables, Applied Field (H) and Temperature (T). These are often referred to as MvsH (measured at a fixed T) and MvsT (measured at a fixed H) loops, examples of which are given in figure 2.

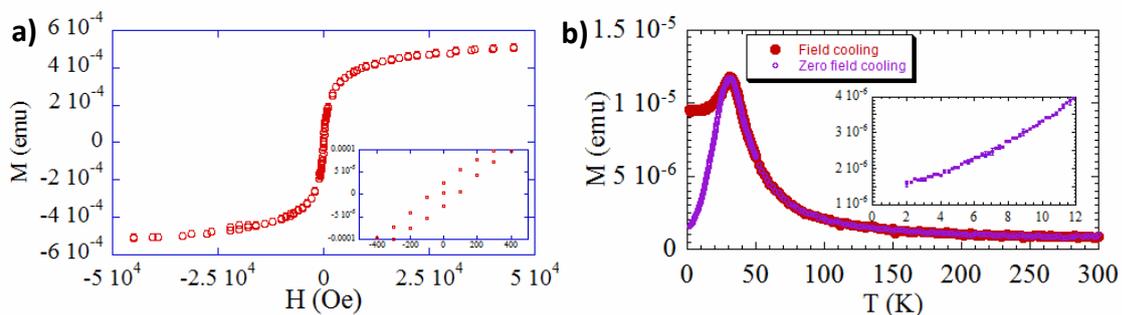


Figure 2: a) Example MvsH hysteresis loop at 10K b) Example MvsT Zero Field cool / field cool curves. ($H=30$ Oe)

These basic data sets allow information like the size of the magnetic moment in the system/sample to be obtained and whether physical phenomenon such as a phase transitions are present, hence indicating whether a sample is suitable for measurement in a neutron beamline as well as allowing the fields and temperatures to be optimized to get the best measurement. The neutron beamlines are best utilised measuring the magnetic structures and dynamics, which can often not be obtained any other way rather than these bulk properties.

Other than the basic low temperature and magnetic capability other options are also highly desirable such as the ability to measure at high temperatures, ultra-low temperatures (sub 2K), sample rotation relative to the applied field and AC susceptibility measurements, as they all contribute to the ISIS research program.

The main requirement is for a Superconducting Quantum Interference Device (SQUID) Magnetometer.

A summary of the specification is given below:

- A research level SQUID magnetometer operated with liquid helium, with the ability of collecting data in VSM and standard DC SQUID mode is required;
- The magnetometer must have excellent sensitivity equal or better than 10^{-8} emu at low magnetisations (total moment less than 10^{-6} emu);
- The instrument must be able to apply magnetic fields of ± 7 T;
- The magnetometer must be able to perform measurements in the 1.8 – 400 K temperature range;
- The instrument will need to pass tests as outlined in the Award Questionnaire during the tender process.

Requests are also made for pricing and detailed information on the following options (in no ranked order):

- High temperature stage/oven;
- Ultra-low temperature stage (sub 2K);
- AC Susceptibility option;
- Sample rotation;
- Electrical measurements options.

Full and specific details of all the requirements can be found in the Award Questionnaires in the provided attachment(s) and on the Emptoris e-sourcing platform.

Please respond to the detailed tender specifications as outlined in the Award questionnaires under tender reference: UKSBS PR16217 on the Emptoris e-sourcing platform.

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.
- 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 A | SEL1.13 | Contact details and declaration |
| Selection Part B | SEL2.2 | Participation in a criminal organisation |
| Selection Part B | SEL2.3 | Corruption |
| Selection Part B | SEL2.4 | Fraud |
| Selection Part B | SEL2.5 | Terrorist Offences or offences link to terrorist activities |
| Selection Part B | SEL2.6 | Money laundering or Terrorist financing |
| Selection Part B | SEL2.7 | Child Labour and other forms of trafficking in human beings |
| Selection Part B | SEL 2.8 | Payment of tax or social security |
| Selection Part B | SEL 2.9 | Self cleaning |
| Selection Part C | SEL3.2 | Breach of environmental obligations |
| Selection Part C | SEL3.3 | Breach of social obligations |
| Selection Part C | SEL3.4 | Breach of labour law obligations |
| Selection Part C | SEL3.5 | Bankruptcy |
| Selection Part C | SEL3.6 | Guilty of grave professional misconduct |
| Selection Part C | SEL3.7 | Distorting competition |

| | | |
|------------------|---------|--|
| Selection Part C | SEL3.8 | Conflict of Interest |
| Selection Part C | SEL3.9 | Prior involvement in procurement process |
| Selection Part C | SEL3.10 | Prior performance of contract |
| Selection Part C | SEL3.11 | Serious Misrepresentation |
| Selection Part C | SEL3.12 | Withholding information |
| Selection Part C | SEL3.13 | Unable to provide supporting documentation for ESPD |
| Selection Part C | SEL3.14 | Influenced the decision making process |
| Selection Part D | SEL4.1 | Audited accounts |
| Selection Part D | SEL4.2 | Minimum financial threshold |
| Selection Part D | SEL4.3 | Wider group / guarantee |
| Selection Part D | SEL4.4 | Insurance |
| Selection Part E | SEL5.1 | References |
| Selection Part E | SEL5.4 | Compliance under Modern Slavery Act 2015 |
| Selection Part E | SEL5.5 | Health and Safety Policy |
| Selection Part E | SEL5.6 | Enforcement/remedial orders in relation to the Health and Safety Executive |
| Selection Part E | SEL5.7 | Breaching environmental legislation |
| Selection Part E | SEL5.8 | Checking sub-contractors for infringement of environmental legislation |
| Selection Part E | SEL5.9 | Unlawful discrimination |
| Selection Part E | SEL5.10 | Checking sub-contractors for unlawful discrimination |
| Selection Part E | FOI1.1 | Freedom of information |
| | | In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, UK SBS reserves the right to disqualify the Bidder. |

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

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

5.3.5 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 | Questionnaire subject |
|---------------|---|
| AW10 | Commercial Compliance |
| AW11 | Offer Compliance |
| | 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 and supporting documents. UK SBS considers these weightings to be in line with existing best practice for a requirement of this type.

| Questionnaire | Questionnaire subject | Maximum Marks |
|---------------|---|---------------|
| AW12 | Specification | 30% |
| AW13 | Operational Requirements | 5% |
| AW14 | Options, Upgrades & Extras | 5% |
| AW15 | System Software & Supporting IT Hardware | 10% |
| AW16 | Delivery | 5% |
| AW17 | Warranty & Maintenance | 10% |
| AW18 | User Training | 5% |
| AW19 | Cost | 30% |
| | Individual question weightings can be found in the AW Question Weighting Matrix provided and on the Emptoris e-sourcing platform. | |

Award Evaluation of criteria

Non-Price elements

Each question will be judged on one of the following scoring mechanisms (which will be stated within the question):

| | |
|---------------------|---|
| Compliance Criteria | <p>0 = Completely fails to meet required standard or does not provide a proposal.</p> <p>20 = Proposal significantly fails to meet the standards required or contains significant shortcomings.</p> <p>40 = Proposal falls short of achieving expected standard in a number of identifiable respects.</p> <p>60 = Proposal meets the required standard in most respects, but is lacking or inconsistent in others.</p> <p>80 = Proposal meets the required standard in all respects.</p> <p>100 = Proposal meets the required standard in all respects and exceeds some or all of the major requirements.</p> |
| Yes/No Criteria | <p>Yes = 80</p> <p>No = 0</p> |
| Pass/Fail Criteria | <p>Yes = Pass</p> <p>No = Fail</p> |

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 x 50 = 40)

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

Each question in the Award questionnaires shall have one of the following relative importance weightings as part of its questionnaire, which shall be clearly stated for each question in the provided attachment(s) and on the Emptoris e-sourcing platform:

| Weighting | Description |
|------------------|--------------------|
| 0 | No Score Applied |
| 1 | Less Important |
| 2 | Important |
| 3 | More Important |

5.5. Evaluation process

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

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

| | |
|------------------------------------|---|
| Bidders | the Evaluation Model detailed in Section 5 of the RFP. |
| Validation of unsuccessful Bidders | <ul style="list-style-type: none">▪ To confirm contents of the letters to provide details of scoring and relative feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid. |

Section 6 – Selection & Award Questionnaires

Section 6 – Selection Questionnaire(s)

6.1 Introduction

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

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

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 6 – Award Questionnaire(s)

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

7.3. Confidentiality

- 7.3.1 Subject to the exceptions referred to in paragraph 7.3.2, the contents of this RFP are being made available by UK SBS on condition that:
- 7.3.1.1 Bidders shall at all times treat the contents of the RFP and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
 - 7.3.1.2 Bidders shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;
 - 7.3.1.3 Bidders shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Response; and
 - 7.3.1.4 Bidders shall not undertake any publicity activity within any section of the media in relation to this procurement
- 7.3.2 Bidders may disclose, distribute or pass any of the Information to the Bidder's advisers, sub-contractors or to another person provided that either:
- 7.3.2.1 This is done for the sole purpose of enabling a Response to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Bidder; or

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

For these purposes, UK SBS may disclose within Government any of the Bidders documentation/information (including any that the Bidder considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Bidder to UK SBS during this Procurement. Subject to section 7.4 below, the information will not be disclosed outside Government. Bidders taking part in this RFP consent to these terms as part of the competition process.

- 7.3.6 From 2nd April 2014 the Government is introducing its new Government Security Classifications (“GSC”) classification scheme to replace the current Government Protective Marking System (“GPMS”). A key aspect of this is the reduction in the number of security classifications used. All Bidders are encouraged to make themselves aware of the changes and identify any potential impacts in their Bid, as the protective marking and applicable protection of any material passed to, or generated by, you during the procurement process or pursuant to any Contract awarded to you as a result of this tender process will be subject to the new GSC from 2nd April 2014. The link below to the Gov.uk website provides information on the new GSC: <https://www.gov.uk/government/publications/government-security-classifications>
- 7.3.7 UK SBS reserves the right to amend any security related term or condition of the draft contract accompanying this RFP to reflect any changes introduced by the GSC. In particular where this RFP is accompanied by any instructions on safeguarding classified information (e.g. a Security Aspects Letter) as a result of any changes stemming from the new GSC, whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies or otherwise. This may relate to the instructions on safeguarding classified information (e.g. a Security Aspects Letter) as they apply to the procurement as they apply to the procurement process and/or any contracts awarded to you as a result of the procurement process.

7.4 Freedom of information

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

7.5. Response Validity

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

7.6. Timescales

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

7.7. UK SBS's Contact Details

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

7.8. Preparation of a Response

- 7.8.1 Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Responses. Bidders are solely responsible for all costs, expenses and other liabilities arising in connection with the preparation and submission of their Response and all other stages of the selection and evaluation process. Under no circumstances will UK SBS, or any of their advisers, be liable for any such costs, expenses or liabilities borne by Bidders or their sub-contractors, suppliers or advisers in this process.
- 7.8.2 Bidders are required to complete and provide all information required by UK SBS in accordance with the Conditions of Response and the Request for Proposal. Failure to comply with the Conditions and the Request for Proposal may lead UK SBS to reject a Response.
- 7.8.3 UK SBS relies on Bidders' own analysis and review of information provided. Consequently, Bidders are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Responses and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement.
- 7.8.4 Bidders must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding their Responses, without reliance upon any opinion or other information provided by UK SBS or their advisers and representatives. Bidders should notify UK SBS promptly of any perceived ambiguity, inconsistency or omission in this RFP, any of its associated documents and/or any other information issued to them during the procurement.
- 7.8.5 Bidders must ensure that each response to a question is within any specified word count. Any responses with words in excess of the word count will only be considered up to the point where they meet the word count, any additional words beyond the volume defined in the word count will not be considered by the evaluation panel.
- 7.8.6 Bidders must ensure that each response to a question is not cross referenced to a response to another question. In the event of a Bidder adding a cross reference it will not be considered in evaluation.
- 7.9. Submission of Responses**
- 7.9.1 The Response must be submitted as instructed in this document through the e-sourcing tool. Failure to follow the instruction within each Section of this document, to omit responses to any of the questions or to present your response in alignment with any guidance notes provided may render the Response non-compliant and it may be rejected.
- 7.9.2 UK SBS may at its own absolute discretion extend the closing date and the time for receipt of Responses specified [Section 3](#).
- 7.9.3 Any extension to the RFP response period will apply to all Bidders.
- 7.9.4 Any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided. Failure to adhere to this requirement will result in the Response not being considered.
- 7.9.5 UK SBS does not accept responsibility for the premature opening or mishandling of Responses that are not submitted in accordance with the instructions of this document.

- 7.9.6 The Response and any documents accompanying it must be in the English language
- 7.9.7 Bidders must submit their response through the e-sourcing tool:
- 7.9.8 Responses will be submitted any time up to the date indicated in [Section 3](#). Responses received before this deadline will be retained in a secure environment, unopened until this deadline has passed.
- 7.9.9 Responses received after the date indicated in [Section 3](#) shall not be considered by UK SBS unless the Bidder can justify the reason for the delay.
 - 7.9.9.1 The Bidder must demonstrate irrefutable evidence in writing they have made best endeavours to ensure the Response was received on time and that the issue was beyond their control.
 - 7.9.9.2 Any request for a late Response to be considered must be emailed to bids@uksbs.co.uk in advance of 'the deadline' if a bidder believes their Response will be received late.
 - 7.9.9.3 UK SBS reserves the right to accept or reject any late Response without justification to the affected Bidder and make no guarantee it will consider any request for a late Response to be considered.

7.10. Canvassing

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

7.11. Disclaimers

- 7.11.1 Whilst the information in this RFP, Due Diligence Information and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.
- 7.11.2 Neither UK SBS, nor any relevant OPB's nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:
 - 7.11.2.1 makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the RFP; or
 - 7.11.2.2 accepts any responsibility for the information contained in the RFP or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
- 7.11.3 Any persons considering making a decision to enter into contractual relationships with UK SBS and/or, as applicable, relevant OPB following receipt of the RFP should make their own investigations and their own independent assessment of UK SBS and/or, as applicable, relevant OPB and its requirements for the goods/services/goods and services and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the RFP or any other associated

documents (including the Schedules) is only authorised to be provided following a query made in accordance with Paragraph 7.15 of this RFP.

7.12. Collusive behaviour

7.12.1 Any Bidder who:

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

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

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

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

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

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

7.13. No inducement or incentive

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

7.14. Acceptance of the Contract

7.14.1 The Bidder in submitting the Response undertakes that in the event of the Response being accepted by UK SBS and UK SBS confirming in writing such acceptance to the Bidder, the Bidder will within 30 days of being called upon to do so by UK SBS execute the Contract in the form set out in the Contract Terms or in such amended form as may subsequently be agreed.

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

7.15. Queries relating to the Response

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

- 7.15.2 UK SBS will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time.
- 7.15.3 In the event of a Bidder requiring assistance uploading a clarification to the e-sourcing portal they should use the contact details defined in [Section 3](#).
- 7.15.4 No further requests for clarifications will be accepted after 5 days prior to the date for submission of Responses.
- 7.15.5 In order to ensure equality of treatment of Bidders, UK SBS intends to publish the questions and clarifications raised by Bidders together with UK SBS's responses (but not the source of the questions) to all participants on a regular basis.
- 7.15.6 Bidders should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if UK SBS at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Bidders would potentially benefit from seeing both the query and UK SBS's response, UK SBS will:
- 7.15.6.1 invite the Bidder submitting the query to either declassify the query and allow the query along with UK SBS's response to be circulated to all Bidders; or
- 7.15.6.2 request the Bidder, if it still considers the query to be of a commercially confidential nature, to withdraw the query prior to the end of the closing date and time for Bidder clarifications.
- 7.15.7 UK SBS reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

7.16. Amendments to Response Documents

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

7.17. Modification and withdrawal

- 7.17.1 Bidders may modify their Response where allowable within the e-sourcing tool. No Response may be modified after the deadline for submission of Responses.
- 7.17.2 Bidders may withdraw their Response at any time prior the deadline for submission of Responses [or any other time prior to accepting the offer of a Contract]. The notice to withdraw the Response must be in writing and sent to UK SBS by recorded delivery or equivalent service and delivered to UK SBS at UK Shared Business Services Ltd, Procurement Policy Manager, Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1ET

7.18. Right to disqualify or reject

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

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

7.19. Right to cancel, clarify or vary the process

7.19.1 UK SBS reserves the right to:

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

7.20.. Notification of award

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

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

Appendix 'A' Glossary of Terms

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