

Request for Proposal



Request for Proposal (RFP) on behalf of Innovate UK

Subject UK SBS PS16185 Newton-Picarte Fund-Chile Innovate UK-FIA Young Chilean Agricultural Innovation Programme-Round 2

Sourcing reference number PS16185

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

Innovate UK

The Innovate UK is the UK's innovation agency – driving innovation to boost economic growth. It works with people, companies and partner organisations to find and drive the science and technology innovations that will grow the UK economy

Innovate UK is an organisation of around 300 staff, drawn mainly from business. It works across the UK, with a head office in Swindon.

With a strong business focus, Innovate UK drives growth by working with companies to de-risk, enable and support innovation. To do this, they work to:

- Determine which science and technology developments will drive future economic growth
- Meet UK innovators with great ideas in the fields they're focused on
- Fund the strongest opportunities
- Connect innovators with the right partners they need to succeed
- Help its innovators launch, build and grown successful businesses

Since 2007 Innovate UK has committed over £1.8 billion to innovation, matched by a similar amount in partner and business funding. They have helped more than 7,600 organisations with projects estimated to add more than £11.5 billion to the UK economy and create 55,000 extra new jobs.

Section 3 – Working with UK Shared Business Services Ltd.

Section 3 – Contact details		
3.1	Customer Name and address	Innovate UK, North Star House, North Star Avenue, Swindon, SN2 1UE
3.2	Buyer	Alistair Staunton-Lambert and Ben Osborne
3.3	Buyer contact details	professionalservices@uksbs.co.uk
3.4	Estimated value of the Opportunity	Maximum value £280,000.00 excluding VAT
3.5	Process for the submission of clarifications and Bids	<p>All correspondence shall be submitted within the Emptoris e-sourcing tool. Guidance Notes to support the use of Emptoris is available here.</p> <p>Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid <u>not</u> being considered.</p>

Section 3 - Timescales		
3.6	Date of posting of Contract advert to OJEU.	09/08/2016
3.7	Date RFP available to Bidders	12/08/2016
3.8	Bidder conference (if relevant)	Not required
3.9	Latest date / time RFP clarifications should be sent be received through Emptoris	01/09/2016 14:00pm
3.10	Latest date / time RFP clarification answers should be sent to all potential Bidders through Emptoris	02/09/2016 14:00pm
3.11	Closing date and time for Bidder to request RFP documents	15/09/2016 11:00am
3.12	Closing date and time for Bidder to submit their response ('the	16/09/2016

	deadline’).	11:00am
3.13	Clarifications and / or site visits (if required)	Not required
3.14	Notification of proposed Contract award to unsuccessful bidders	22/09/2016
3.15	Anticipated Contract Award Date	03/10/2016
3.16	Commencement of Contract	04/10/2016
3.17	Bid Validity Period	90 Days

Section 4 – Specification and about this procurement

4.1 Newton-Picarte Fund - Chile

Innovate UK is a delivery partner of the Newton Fund (www.newtonfund.ac.uk).

Managed by the Department for Business, Energy and Industrial Strategy (formerly Business Innovation and Skills), the Newton Fund is part of the UK government's Official Development Assistance (**ODA**) to emerging economies and developing countries around the world. The Fund has been established to develop long term sustainable growth and welfare of 16 partner countries (including Chile), through strengthening their science and innovation partnerships with the UK.

By working together on joint programmes with a research and innovation focus, the UK will deliver development objectives and at the same time build strong, sustainable, systemic relationships with partner countries that also bring benefits back to the UK.

As part of this Fund, Innovate UK is collaborating with the Foundation for Agricultural Innovation, Chile (**FIA**) to build innovation capacity amongst the next generation of entrepreneurs in the agri-food and forestry sectors in Chile.

Under this contract, Innovate UK and FIA invite bids from suitable agencies to design and deliver a capacity building and mentoring programme to be run during October-December 2016 in Chile and the UK for a group of young Chilean entrepreneurs in the agri-food and forestry sectors, who we are calling “*Young Innovators*”. These entrepreneurs will typically be between 18-30 years old.

4.1.1 About the Newton Fund

The Fund covers 3 broad strands of activity:

- **People:** improving science and innovation expertise, student and researcher fellowships, mobility schemes and joint centres
- **Research:** research collaborations on development topics
- **Translation:** innovation partnerships and challenge funds to develop innovative solutions on development topics.

The Chilean chapter of the Fund is called the Newton-Picarte Fund, which aims to bring numerous capacity strengthening benefits to Chile in science, technology and innovation, including training and skills development, access to networks, and seeding of long-term collaborative partnerships. Innovate UK and FIA are partnering under the *Translation* strand of the Newton-Picarte Fund to develop innovation capability within Chile. The Newton-Picarte Fund recognises the importance of agri-food to Chile, both as the nation's primary employment sector as well as its second largest driver of economic growth.

4.1.2 About FIA

FIA (a funding agency of the Ministry of Agriculture in Chile) is charged with the mission of promoting innovation and innovation processes in the agricultural, food and forestry sectors within Chile. It seeks to support and strengthen competitiveness through innovative small and medium scale initiatives, such as the call with which this tender is concerned, with the aim of contributing to the development of socially inclusive, environmentally sustainable economic development in Chile, especially in its regions.

4.1.3 About the 'Young Innovators' Challenge in Chile

Chile is measured as one of Latin America's more stable and prosperous nations, leading the region on metrics for competitiveness, income per capita, globalisation, economic freedom, and low perception of corruption. The World Bank ranks it as a high income economy although wealth inequality is still only at the regional mean, according to the Gini Index.

More current macroeconomic trends in Chile, as outlined in the June 2015 OECD economic forecast, have seen a relatively sharp decline in economic performance in 2014 but with forecasts pointing to a gradual improvement over forthcoming years. This is initially stimulated by increased public investment, particularly in stimulating greater demand from key import markets of Chilean produce, such as the United States and Europe.

Due to its unique geography spanning the length of the South American sub-continent, Chile benefits from the ability to stagger its harvests across its seven climatic regions, thus extending its annual harvest season. Also, given its southern location, Chile can positively position itself to export food stuffs to countries in the northern hemisphere where there is an opposite agricultural cycle.

This predicted increase places further importance on the country increasing the efficiency of its agro-food industry, which in 2012 represented 25% of Chile's economy, employing more than 1 million people. In Chile over 80% of fruits produced are exported to over 70 countries, reaching 2.6 million tons worth (3.7 billion USD) in 2011. Milk exports for dairy totalled 193 million USD, meat output (mainly poultry) reached 1.4 million tons (904 million USD) in 2011. Exports of other foods and beverages totalled 12 billion USD.

Besides more traditionally cultivated crops on-land, such as the well regarded and successful wine export market in Chile, the country has also seized a vast global market share in salmon rearing as part of its aquaculture industry. Technological innovation has been a key driver to this growth by building the industry's global competitiveness.

By 2030, it is expected that the food processing industry will account for one third of the country's economy.

Chile has an opportunity to use its natural resources and assets and capitalise upon its location to contribute significantly to the global food market. Its success with salmon rearing is an indication of that. Yet the agricultural sector (including horticulture and forestry) faces a number of fundamental challenges that undermine its viability and sustainability. There are two fundamental factors identified by FIA, affecting agriculture, that threaten the economic and social development of Chile, especially in the rural areas:

- **Lack of Innovation & Value-added Production:** has led to a loss of competitiveness, diminishing job opportunities, and greater inequality in the absence of quality employment. Younger generations in particular are the most vulnerable and in a frustrating position, despite having better educational qualifications, technical skills and entrepreneurial mind-sets. As a result of a lack of opportunities, there is a broad population shift of these generations away from rural communities to urban areas.
- **Climate Change:** has had a serious negative impact on agricultural production in Chile. In addition to diminishing water resources and unforeseen spread of plagues, temperatures and rainfalls are changing microclimates, and there has been a geographical shift of production. Beyond the overall economic impact, these changes cause severe disruption of communities.

4.2 The FIA-Innovate UK “Young Innovators” programme

Chilean central and regional governments recognise that younger generations with agri-food and forestry expertise need empowerment and support to reach their full potential. Technology-focused, innovative entrepreneurship is considered by FIA as the platform with the most potential to impact economic, social and environmental challenges affecting Chilean agri-food and forestry production and its communities. Understanding the full potential of technology, and having the capabilities to develop business from this knowhow are critical in producing a sustainable structural shift. Chile has identified the UK as the most attractive partner in to help develop capabilities in the agri-food and forestry sectors.

4.2.1 Objectives & Outcomes of this Programme

The overall and specific objectives of this Young Innovators capacity building programme, and the outcomes it expects to achieve, are as follows:

Overall Objective

To support the development of innovative entrepreneurship in young leaders in response to requirements and opportunities of the Chilean agri-food and forestry sectors.

Specific Objectives

- Build a group of young innovators’ capacity to formulate business plans and innovative projects, related to agri-food and forestry.
- Support a smaller group of young innovators to implement projects as part of their business plans.
- Promote the creation of cooperation and collaboration networks between young Chileans and research and innovation institutions in both Chile and the UK.
- Support a new generation of technologies in product development, services or product improvements in the Chilean agri-food and forestry sectors.

Expected Outcomes

By receiving capacity building and mentoring related to innovation through a structured programme of activities, young innovators in Chile’s agri-food and forestry sectors will be better positioned to:

- Develop value-added products and services and take them to market at a faster rate than they were previously able to, or
- Improve the efficiency of their businesses through process and product improvement, and
- Secure a more productive career within the sector, and
- Overall, positively impact upon production and ensure better quality and competitiveness of the Chilean agricultural sector.
- Ultimately, contribute to the economic development and welfare of Chile.

Focus Areas

Under the broad banner of agri-food and forestry, the programme will focus in on building capacity in young innovators who present innovative ideas/projects that tackle one of the following work areas:

SPECIFIC AREAS	DETAILS
Climate Change Adaptation & Environmental Sustainability	Considers renewable energy, efficient water use, good agricultural practices, reasonable use of insecticides and pesticides, and

	integrated management of plagues.
Biotechnology	Applied to the agri-food industry value chain.
Agri-food Marketing	Considers trends in environmentally-friendly commercialisation (for example: Zero Plastic, Zero Packaging, “Zero Km.”), product presentation, new consumer appreciation, among others.
Food Security	Considers quality (“harmlessness”), productivity and sustainability.

It is hoped that the young innovators selected for capacity building (by FIA) will tackle some of the following issues:

- The new challenges and trends of global food production such as, for example, the management of natural resources within the framework of climate change, where the availability of water and temperature will have important effects on the aptitude of certain areas for agricultural production.
- The important role played by biotechnology, as a tool that can contribute to the improvement of output/production and broaden the adaptability of production systems to a more extensive range.
- The tendency of the world population towards the consumption of healthier foods and a greater consciousness among consumers in favour of fair trade, organic foods as well as locally produced foods.
- Prioritisation towards environmentally sustainable production and product markets, including products with ecological footprints, carbon and/or water footprints. This is due to the fact that adjustments are required in the focus of production (improving efficiency in the use of consumables/supplies and machinery) and in the logistics of the value chain.
- The use of Information and Communication Technology (ICT), as a form of cross-cutting and fundamental support in the management of productive processes and in the value chain of the agri-food and forestry sectors.

4.2.2 The Capacity Building Programme Process

Innovate UK and FIA are looking to deliver the capacity building programme for Young Innovators as follows:

4.2.2.1 Stage 1: Competitive call for Young Innovators

(Note that activities in Stage 1 do not form part of this procurement activity. They will be completed by FIA in Chile and are detailed here so that bidders have full view of how the young innovators will be selected.)

FIA has opened a call for proposals (“Innovative Entrepreneurship Project” (IEP)) from young Chilean innovative entrepreneurs with technical knowledge in agri-food and forestry, aimed at people between the ages of 18 and 30. Up to 50 applicants will be selected for *Stage 2: Capacity Building Course* as outlined below.

Please Note: There is no “typical” profile of a young innovator. Applicants have a semi-clear

idea of their project theme and objectives and will be able to lead projects with a productive and commercial orientation. Some may be researchers at universities with a business idea; others might be those already working within the agri-food and forestry sectors.

4.2.2.2

Stage 2: Capacity Building Course - Business Case Plan Development & Pitching in Chile

The 50 selected applicants will participate in a 10-day capacity building course in Santiago, Chile (Monday-Friday x 2). *Please Note: The cohort will need to be split into two batches.*

The objective of this capacity building course is for each participant to take forward development of a business plan based on the original proposal they submitted to FIA ("Innovative Entrepreneurship Project" - IEP). The products generated in this training should be assessed by the teachers, who will need to provide feedback to FIA.

After the course and due to the new knowledge acquired, the 50 applicants will be able to adjust their IEP. FIA will evaluate the projects and a maximum of 20 IEPs will then be selected to pass on to Stage 3 of the programme, as set out below.

Please Note:

- *The service provider will be expected to deliver this capacity building course for up to 50 participants, in Santiago, Chile in October 2016.*
- *The current thinking is that the cohort will be split into two batches of upto 25 participants each, ideally with this training being delivered as parallel but simultaneous sessions.*
- *The service provider will need to design and deliver the course content, design the pitching format, participate in the pitch assessment process, and give a score of each young people.*
- *The service provider will work alongside FIA representatives to design and deliver the course.*
- *FIA representatives will be present during the course execution.*
- *FIA has requested that the course include a session on Chilean IP issues, basic legal aspects and characteristics of Chile's national innovation ecosystem. The chosen service provider will liaise with FIA to incorporate this.*

4.2.2.3 Stage 3: Mentoring and Project Implementation

FIA will then provide seed funding up to £15,000 (fifteen thousand pounds) for each of the 20 successful IEPs. The projects should begin very shortly after Stage 2 finishes.

At the start of the projects, each project owner will need to be provided with further capacity building support tailored to individual needs (in the UK and potentially Chile), through the combination of an on-going mentoring support, to enable them to implement their IEP.

This mentoring support will take place following the completion of Stage 2.

The successful IEPs will be technically and financially monitored by FIA. The execution period of these projects (24 months) is aimed at aiding the selected projects to progress the development and piloting of their products, services or technological processes.

The service provider will be expected to deliver the capacity building (focussed mentoring support) to the 20 successful IEPs. The scope and content of the training and mentoring must be tailored to meet the specific requirements of each of the 20 project owners.

Part of the mentoring is expected to take place in the UK, exposing the project owners to expertise, knowledge, skills and environments that enable them to take forward their IEPs. It

is envisaged that part of the mentoring may also take place in Chile. Therefore, whilst the mentoring can include remote support, it is envisaged that there will be visits to the UK and potentially visits to Chile, and face to face meetings between the service provider and the Chilean project owners.

It is anticipated that the types of activities that will be provided by the service provider to the 20 project participants may include the following. However, we leave it up to bidders to propose a suitable and innovative approach and methodology as part of their proposals.

- Class-room based sessions
- 1-2-1 face to face mentoring support
- Specialist advice/technical assistance to support the development of solutions to specific problems
- Site visits and technological tours in the UK
- Work shadowing & internships where appropriate.

Note:

Just one “Young Innovator” must apply and act as lead (and receive the business pitch training, capacity building and mentoring elements). In Stage 3 though - during project execution - they can incorporate other participants from the UK or Chile.

4.3 This Contract

It is expected that the winning bidder will:

- 1) In conjunction with FIA, design and deliver a 10-day capacity building programme to be delivered in Santiago, Chile in October 2016 for a group of up to 50 Chilean Young Innovator participants (what is called “Stage 2” in Section 4.2.2).
- 2) In conjunction with FIA, design and deliver a capacity building and mentoring programme for the 20 successful project owners who pass on from Stage 2 to Stage 3, to be delivered over after the completion of Stage 2 to finish by end of December 2016 (“Stage 3” in Section 4.2.2).
- 3) Report to Innovate UK on the success and learnings from the programme, having devised a process for capturing data on the outputs and outcomes of the both stages.

4.3.1 Suggested Approach and Methodology

At this stage, the profile of the final group of up to 50 participants for Stage 2 is not known (as selection will only take place after application submission deadline).

We appreciate that there are a number of variables at this stage that will impact upon how a bidder may design and cost the programme, particularly Stage 3 but also Stage 2.

4.3.2.1 Expected Deliverables

- 10-day capacity building programme in Chile for up to 50 Chilean participants, in October 2016.
- Capacity building and mentoring programme for up to 20 Chilean participants, to be delivered after completion of Stage 2 until end of December 2016.
- Short report to Innovate UK and FIA after the programme takes place:
 - evidencing an analysis of feedback from participants and an analysis of the programme’s impact upon participants.
 - recommending next steps in terms of potential support measures to the sector in Chile.
 - learnings from the programme and its design and set up for Innovate UK.

4.3.2.2 Expected Outcomes

By receiving capacity building and mentoring related to innovation through a structured programme of activities, young innovative entrepreneurs in Chile's agri-food and forestry sectors will then be better positioned to:

- Develop value-added products and services and take them to market at a faster rate than they were previously able to, or
- Improve the efficiency of their businesses through process and product improvement, and
- Secure a more productive career within the sector, and
- Overall, positively impact upon production and ensure better quality and competitiveness of the Chilean agricultural sector.
- Ultimately, contribute to the economic development and welfare of Chile.

The duration of any Contract resulting from this tender process is expected to be of 3 (three) Months from the commencement date of 29th September 2016.

Section 5 – Evaluation model

5.1 Introduction

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

5.2 Evaluation of Bids

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

5.3. SELECTION questionnaire

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

Selection Pass/fail criteria		
Questionnaire	Q No.	Question subject
Selection Part B	SEL2.2	Conviction for conspiracy
Selection Part B	SEL2.3	Conviction for corruption
Selection Part B	SEL2.4	Conviction for bribery
Selection Part B	SEL2.5	Conviction for fraud
Selection Part B	SEL2.6	Conviction for Terrorism/ Serious Crime
Selection Part B	SEL2.7	Conviction for Money Laundering
Selection Part B	SEL 2.8	Conviction for proceeds of crime
Selection Part B	SEL 2.9	Conviction for other offences
Selection Part B	SEL 2.10	Tax and social security breaches
Selection Part B	SEL 2.12	Cyber Essentials
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	SEL5.1	References
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
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, UK SBS reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.	

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

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

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

5.3.5 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	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
Quality	AW6.1	Compliance to the Specification
Quality	PROJ1.1	Availability to match Innovate UK Timeline
Quality	PROJ1.2	Confirmation of meeting budget
Quality	PROJ1.3	English-Spanish Translation
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, UK SBS reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.	

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

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

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

Award Scoring criteria

Evaluation Justification Statement

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

Questionnaire	Q No.	Question subject	Maximum Marks
Price	AW5.2	Price	20%
Quality	PROJ1.4	Capacity Building and Mentoring Programme	40%
Quality	PROJ1.5	Understanding of the Chilean and UK agri-food and forestry sectors	20%
Quality	PROJ1.6	Project Plan, associated timescales and resource	20%

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):

0	The Question is not answered or the response is completely unacceptable.
10	Extremely poor response – they have completely missed the point of the question.
20	Very poor response and not wholly acceptable. Requires major revision to the response to make it acceptable. Only partially answers the requirement, with major deficiencies and little relevant detail proposed.
40	Poor response only partially satisfying the selection question requirements with deficiencies apparent. Some useful evidence provided but response falls well short of expectations. Low probability of being a capable supplier.
60	Response is acceptable but remains basic and could have been expanded upon. Response is sufficient but does not inspire.
80	Good response which describes their capabilities in detail which provides high levels of assurance consistent with a quality provider. The response includes a full description of techniques and measurements currently employed.
100	Response is exceptional and clearly demonstrates they are capable of meeting the requirement. No significant weaknesses noted. The response is compelling in its description of techniques and measurements currently employed, providing full assurance consistent with a quality provider.

All questions will be scored based on the above mechanism. 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

<p>Evaluator 1 scored your bid as 60</p> <p>Evaluator 2 scored your bid as 40</p> <p>Evaluator 3 scored your bid as 80</p> <p>Evaluator 4 scored your bid as 60</p> <p>Your final score will $(60+40+80+60) \div 4 = 60$</p>
<p>Price elements will be judged on the following criteria.</p> <p>The lowest price for a response which meets the pass criteria shall score 100.</p> <p>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.</p> <p>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.</p> <p>Where the scoring criterion is worth 50% then the 0-100 score achieved will be multiplied by 50</p> <p>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 $(80/100 \times 50 = 40)$</p> <p>The lowest score possible is 0 even if the price submitted is more than 100% greater than the lowest price.</p>

5.5. Evaluation process

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

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

	criteria.
Clarifications	<ul style="list-style-type: none"> The Evaluation team may require written clarification to Bids
Re - scoring of the Bid and Clarifications	<ul style="list-style-type: none"> Following Clarification responses, the Evaluation team reserve the right to independently re-score the Bid and Clarifications and provide a commentary of their re-scoring justification against the Selection criteria.
Shortlisting of Bidders	<ul style="list-style-type: none"> UK SBS will shortlist the Bidders based on the Responses received and the Evaluation Model detailed in Section 5 of the RFP.
Validation of unsuccessful Bidders	<ul style="list-style-type: none"> To confirm contents of the letters to provide details of scoring and relative feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.

Section 6 – Selection and award questionnaires

Section 6 – Selection questionnaire

6.1 Introduction

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

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

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 6 – Award questionnaire


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

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

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 7 – General information

7.1. Introduction

- 7.1.1 UK SBS wishes to establish a Contract for the provision of UK SBS PS16185 Newton-Picarte Fund-Chile Innovate UK-FIA Young Chilean Agricultural Innovation Programme-Round 2. UK SBS is managing this procurement process in accordance with the Public Contracts Regulations 2015 (as may be amended from time to time) (the “Regulations”). This is a services Contract being procured under the OJEU Open Procedure
- 7.1.2 UK SBS is procuring the Contract for add for its exclusive use or cross reference the list of customers provided in the [OJEU Notice](#) or [Contracts Finder](#) Notice supported if relevant by the statement on the UK SBS website currently located [here](#). (OPB) 
- 7.1.3 UK SBS logo, trademarks and other identifying marks are proprietary and may not be incorporated in the Companies response without UK SBS’s written permission.
- 7.1.4 The Bidder shall indemnify and keep indemnified UK SBS against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Bidder of this document.
- 7.1.5 If there is any doubt with regard to the ambiguity of any question or content contained in this questionnaire then PLEASE ASK a clarification question, but please ensure that your question is via the formal clarification process in writing to the UK SBS representative nominated. No approach of any kind in connection with this opportunity should be made to any other person within, or associated with UK SBS. All information secured outside of this named contact shall have no legal standing or worth and should not be relied upon.
- 7.1.6 It remains the responsibility of the Bidder to keep UK SBS informed of any matter that may affect continued qualification
- 7.1.7 Prior to commencing formal evaluation, Submitted Responses will be checked to ensure they are fully compliant with the Pass / Fail criteria within the Evaluation model. Non-compliant Submitted Responses may be rejected by UK SBS. Submitted Responses which are deemed by UK SBS to be fully compliant will proceed to evaluation. These will be evaluated using the criteria and scores detailed in the matrix set out in [Section 5](#).
- 7.1.8 Following evaluation of the submitted Responses and approval of the outcome UK SBS intends to select a short list of Bidders to proceed to Award stage of this Procurement.
- 7.1.9 Whilst it is UK SBS’s and any relevant Other Public Bodies intention to purchase the majority of its services under this Contract Arrangement from the Supplier(s) appointed this does not confer any exclusivity on the appointed Suppliers. UK SBS and any relevant Other Public Bodies reserve the right to purchase any services and services (including those similar to the services covered by this procurement) from any Supplier outside of this Contract..

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

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

7.2. Bidder conference

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

7.3. Confidentiality

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

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

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

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

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

7.4 Freedom of information

- 7.4.1 In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA') and the Environmental Information Regulations 2004 (the 'EIR') (each as amended from time to time), UK SBS may be required to disclose information submitted by the Bidder to the 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 3 working 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