

# Request for Proposal



**Request for Proposal (RFP) on behalf of UK Research and Innovation (UKRI) – Natural Environment Research Council (NERC)**

**Subject: Laser Ablation System**

**Sourcing Reference Number: RE20383**

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# Section 1 – About UK Shared Business Services

## Putting the business into shared services

UK Shared Business Services Ltd (UK SBS) brings a commercial attitude to the public sector; helping Contracting Authorities improve efficiency, generate savings and modernise. It is our vision to become the leading service provider for Contracting Authorities of shared business services in the UK public sector, continuously reducing cost and improving quality of business services for Government and the public sector.

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

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

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

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

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

## **Privacy Statement**

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

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

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

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

For details on how the Contracting Authority protect and process your personal data please follow the link below:

<https://www.ukri.org/privacy-notice/>

## Section 2 – About the Contracting Authority

### UK Research and Innovation

Operating across the whole of the UK and with a combined budget of more than £6 billion, UK Research and Innovation represents the largest reform of the research and innovation funding landscape in the last 50 years.

As an independent non-departmental public body UK Research and Innovation brings together the seven Research Councils (AHRC, BBSRC, EPSRC, ESRC, MRC, NERC, STFC) plus Innovate UK and a new organisation, Research England.

UK Research and Innovation ensures the UK maintains its world-leading position in research and innovation. This is done by creating the best environment for research and innovation to flourish.

For more information, please visit: [www.ukri.org](http://www.ukri.org)

### Natural Environment Research Council (NERC)

NERC is the driving force of investment in environmental science. Their leading research, skills and infrastructure help solve major issues and bring benefits to the UK, such as affordable clean energy, air pollution, and resilience of our infrastructure.

<https://nerc.ukri.org/>

## Section 3 – Working with the Contracting Authority.

Section 3 – Contact details		
3.1.	Contracting Authority Name and address	UK Research and Innovation Polaris House, North Star Ave, Swindon SN2 1FL
3.2.	Buyer	James Mills
3.3.	Buyer contact details	Research.Tenders@uksbs.co.uk
3.4.	Maximum value of the Opportunity	£400,000.00 ex VAT (£200,000 per system)
3.5.	Process for the submission of clarifications and Bids	<b>All correspondence shall be submitted within the Messaging Centre of the e-sourcing tool. Guidance Notes to support the use of Delta eSourcing are available <a href="#">here</a>. Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid <u>not</u> being considered.</b>

Section 3 - Timescales		
3.6.	Date of posting of Contract advert to OJEU.	Friday 23 <sup>rd</sup> October 2020
3.7.	Date RFP available to Bidders on Contracts Finder	Wednesday 28 <sup>th</sup> October 2020
3.8.	Latest date / time RFP clarification questions shall be received through Delta eSourcing messaging system	Thursday 19 <sup>th</sup> November 2020 11.00
3.9.	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through Delta eSourcing Portal	Friday 20 <sup>th</sup> November 2020 14.00
3.10.	Closing date and time for Bidder to request RFP documents	Friday 27 <sup>th</sup> November 2020 10:00
3.11.	Closing date and time for Bidder to submit their response ('the deadline').	Friday 27 <sup>th</sup> November 2020 11:00
3.12.	Notification of proposed Contract award to unsuccessful bidders	Wednesday 3 <sup>rd</sup> December 2020
3.13.	Anticipated Contract Award Date	Tuesday 15 <sup>th</sup> December 2020
3.14.	Commencement of Contract	Wednesday 16 <sup>th</sup> December 2020
3.15.	Bid Validity Period	90 Days

## Section 4 – Specification and about this procurement

### **Laser Ablation System**

The BGS laboratories require the purchase of a laser ablation system to achieve our scientific objectives. The laser system will be coupled to a variety of ICP-MS systems (quadrupole, magnetic sector - single and multi-collector), for the purposes of collecting spatially resolved elemental and isotopic geochemical data. This data will be both in the form of discrete spot and mapped analyses. The geochemical data will be required to be seamlessly integrated with spatially referenced positional data from the laser ablation system and spatially resolved cross-correlated data from other instruments i.e. optical microscopy, SEM, cathodoluminescence.

We would ask for innovative bids that encompass the following objectives: scientific excellence, value for money and minimised total cost of ownership over the first 5 years.

Our specification is in 2 parts: (i) Core requirements without which a tender bid cannot be considered, and; (ii) Desirable features that will help BGS achieve the above objectives.

NERC – BGS to purchase 2 Laser Ablation Systems; the first to be delivered by 1st March 2021 and a second system, which shall be delivered before 30th March 2021.

#### **Core Requirements for Laser Ablation System**

1. A 193nm ArF excimer laser with:
  - 1.1. Pulse length between 1-4ns;
  - 1.2. Fluence variable between at least 1-15 J/cm<sup>2</sup>, remaining constant across changes in spot size;
  - 1.3. Repetition rate variable between 1- 200Hz;
  - 1.4. Capable of being programmed to provide continuous pulses or bursts of pulses;
  - 1.5. Pulse to pulse energy stability of 2% over 2 hours at 10Hz;
  - 1.6. Minimum shots before gas change of 1 million – equivalent use of 5 days of 6 hours at a repetition rate of 10 Hz;
  - 1.7. Minimum idle time (no firing) before gas change of 7 days.
2. A laser optical delivery system capable of making:
  - 2.1. Round, square and slit ablations with
    - 2.1.1. Continuously variable size range between 1-150 microns diameter,
    - 2.1.2. A flat-bottomed crater profile
  - 2.2. Integral energy meter (that can be calibrated with external energy meter) and practical access for an external energy meter head to measure this energy at a convenient point close to the sample surface;
  - 2.3. Nitrogen purge system to ensure maximum lifetime of optical components.
3. An optical viewing system capable of
  - 3.1. Resolving 2 micron features;
  - 3.2. Illuminating a sample with, reflected light both in-line and ring mode, and transmitted light;
  - 3.3. Capability for polarising light illumination as standard.

4. A laser ablation cell with the following characteristics:
  - 4.1. Minimum dimensions 10 X 10 X 2 cms for sample loading, with ability to view and ablate across 9 X 9 cms;
  - 4.2. Ability to use all lighting options (ring, reflecting/coaxial and transmitted light) during ablation;
  - 4.3. On-board programmable mass flow controller for He gas used in the cell;
  - 4.4. On-board programmable mass flow controller for N2 gas added to He;
  - 4.5. Optional cell inserts to securely house:
    - 4.5.1. Unmounted and irregular shaped samples;
    - 4.5.2. Round polished blocks;
    - 4.5.3. Glass mounted thin sections;
  - 4.6. Maximum flush-out time and stabilisation time after sample change of 15 mins, *metrics to be quoted in tender response; Evidence should be given using U/Pb and other more poorly performing elemental ratios.*
  - 4.7. Standard "2-volume" cell with washout characteristics, metrics to be quoted in tender response:
    - 4.7.1. <1% peak remaining after 1s;
    - 4.7.2. <10% peak remaining after 0.5s;
  - 4.8. Consistency of ICP-MS response both absolute (10%) and element ratio (1%) across cell volume, *metrics to be quoted in tender response;*
  - 4.9. Ability to change sample and purge cell without extinguishing ICP-MS plasma;
  - 4.10. Supplying all hardware required including tubing, gas mixers, ICP torch interface etc required to reach required washout performance;
  - 4.11. Supply at least 2 sample carriers to allow rapid sample change over.
  - 4.12. Sample chamber should be robust, accessible and easy to clean or repair
5. Software to have the following characteristics:
  - 5.1. Automated cavity gas change for laser;
  - 5.2. Automatic gas handling for changing ArF gas bottle;
  - 5.3. Software interlock system if N2 purge gas flow for optical path is insufficient.
  - 5.4. Ability to program following ablation styles:
    - 5.4.1. single spot,
    - 5.4.2. grid of spots,
    - 5.4.3. lines,
    - 5.4.4. rasters,
    - 5.4.5. squares
    - 5.4.6. rotatable slits
  - 5.5. Ability to define options containing variable length geolocated laser lines for the purpose of mapping:
    - 5.5.1. polygon,
    - 5.5.2. user drawn shape;
  - 5.6. Ability to pre-define required ablations and recall later, with each ablation having different:
    - 5.6.1. size,
    - 5.6.2. shape,
    - 5.6.3. energy,
    - 5.6.4. repetition,
    - 5.6.5. burst rate,
    - 5.6.6. total number pulses;
  - 5.7. Image handling:
    - 5.7.1. make a visualisable optical "map" of entire sample area using multiple images from on board camera,
    - 5.7.2. visualise, overlay and georegister (location register) imported external

- images to allow easy identification and location of sample features and automatically place ablation location points;
- 5.7.3. allow import and recovery of predefined ablation name and location point lists
- 5.8. Export a "laser log" file containing:
  - 5.8.1. timings,
  - 5.8.2. geolocation data to allow full data reduction and mapping in Iolite4 software and correlation of ablation locations with imported imagery (e.g. SEM);
- 5.9. Automated control of cell gas handling to allow change of samples without extinguishing ICP-MS plasma;
- 5.10. Ability to either/and:
  - 5.10.1. start ICP-MS integration by hardware handshaking,
  - 5.10.2. start laser ablation as a result of hardware hand-shaking from ICP-MS.
- 6. The overall system should have the following basic characteristics/options
  - 6.1. Easily portable – two people should be able to comfortably move it between laboratories without access to moving/lifting equipment.
  - 6.2. Have a full and comprehensive user manual
  - 6.3. Full user training including replacement of consumables where possible.
  - 6.4. Have a full consumables spares kit.
  - 6.5. Include all additional IT equipment; if an external PC and/or monitor and/or interface cards are required of specific configuration/specification, these should be tendered as individual line items.
- 7. Clearly laid out total cost of ownership over the first 5 years of life, based on usage pattern below, including but not exclusively:
  - 7.1. Laser gases;
  - 7.2. Replacement optics;
  - 7.3. Refurbishment of laser:
    - 7.3.1. on-site or
    - 7.3.2. off-site;
  - 7.4. Site service visits.
  - 7.5. European based service engineer

*Table of Maximum Anticipated Usage Pattern*

<b>Per day analysis</b>	Hours	Total (sec)	Rep rate (Hz)	Total shots
Spot Analysis	3	10800	10	108000
Mapping	2	7200	200	1440000
			Sub Total	1548000
<b>Analytical days per year</b>	200		<b>Total shots per year</b>	<b>310 million</b>

**Health and Safety Requirements – Essential**

- 1) Full enclosure of laser system conforming to Class 1 status with all relevant safety interlocks – the laser system must comply with all appropriate EU

regulations.

- 2) Complete isolation of electrical systems with relevant safety interlocks.
- 3) Early warning of required attention to essential systems e.g. cooling system, etc.
- 4) Integral on-board gas handling facilities for exchanging excimer laser gas, purging gas lines, changing ArF cylinder etc.
- 5) Complete isolation and early warning system in case of failure of the gas handling facilities for an excimer laser.
- 6) Information on how the gas systems of an excimer laser are handled safely and any special arrangements (and estimated costs) that will be required to be fitted into the laboratory.
- 7) Ability to place external energy meter for calibration of energy at sample surface without removing external casing or defeating essential interlocks.
- 8) An independent, calibrated external energy meter provided as part of the package

### **Desirable Features for Laser Ablation System**

1. A 193nm ArF excimer laser with:
  - 1.1. With a minimum repetition rate variable between 1- 500Hz;
  - 1.2. The ability to replace cavity gas whilst laser unattended
2. A laser optical delivery system capable of making:
  - 2.1. Hardware additions to allow or improve:
    - 2.1.1. The ability to make spot sizes larger than 150 microns diameter
    - 2.1.2. The ability to make spot sizes smaller than 1 micron with a flat bottomed crater;
3. Hardware additions to optical viewing system to improve quality of image i.e. higher magnification objective lenses, high resolution cameras etc.
4. A laser ablation cell with the following characteristics to allow fast mapping:
  - 4.1. Ability to be rapidly swapped to a high-performance inner cell with improved washout characteristics:
    - 4.1.1. Does the cell have washout to <1% peak in 20ms
    - 4.1.2. Does the cell have washout to <10% peak in 5ms
  - 4.2. Ability to change the wash-in wash-out characteristics, may include internal cup changing or tubing or external device. Specify methodology.
    - 4.2.1. Option to sharpen time-response profile
    - 4.2.2. Option to smooth time-response profile
  - 4.3. Does the cell have dynamic z-axis (focus) control to allow mapping over non-flat surfaces while maintaining a constant cup-sample distance; state tolerance;
  - 4.4. Ability to purge cell during unattended operation using programmable low
    - 4.4.1. He gas flow
    - 4.4.2. N<sub>2</sub> gas flow
  - 4.5. Supplying all hardware required including tubing, gas mixers, ICP torch interface, ICP torch etc required to reach required washout performance.
5. Software to have the following characteristics:
  - 5.1. Ability to produce line of slit shaped ablations to follow irregular sample laminations;
  - 5.2. Elemental image generation without need for external vendor software e.g.

Iolite4

- 5.3. Full bi-directional data information transfer with ICP-MS software, may include plug-ins:
    - 5.3.1. Agilent 8900 Mass Hunter,
    - 5.3.2. Thermo Scientific Neptune Plus,
    - 5.3.3. Nu Instruments Nu Plasma HR (1),
    - 5.3.4. Nu Instruments Attom
  - 5.4. Ability to upgrade the laser software without direct internet access for security reasons;
  - 5.5. Software that will work with BGS security systems (currently Sophos) to allow update and remote login via internet access
  - 5.6. Free software upgrades for the life time of the instrument
  - 5.7. Export visual images including correlated imported imagery, with overlaid spot placements in non-proprietary format (jpg, tiff etc) for import into other software for reporting;
6. Reduced total cost of ownership by:
- 6.1. At least 5X better than above required gas lifetimes/ shots per year to allow for significant time mapping samples;
  - 6.2. Enhanced lifetime of beam optics by using rotatable mirrors;
  - 6.3. Bidder to confirm free extension of full warranty to: 2, 3, 4, 5 years
  - 6.4. Fixed price maintenance contract subsequent to ending of warranty;
  - 6.5. Clear quantification of reduced cost of ownership beyond what is specified in core requirements for laser above.
  - 6.6. UK based service engineer.

Additional Information to be Supplied

1. Guide price for servicing outside of maintenance contract
2. Average time between service request and visits and if this is tied to level of service contract

Installation	One unit to be delivered and installed by 1 <sup>st</sup> March 2021.  A second unit to be delivered and installed before 31 <sup>st</sup> March 2021  Sign-off thereafter after passing specification tests.
Software	Please ensure any tender clarifies costs for essential operations software; optional modules; additional stand-alone software that enhances capability.  We expect any updates for essential operation to be free for lifetime of instrument.
Training	Training to include instrument operation when coupled to an ICP-MS and routine user maintenance for up to 4 people at the BGS Keyworth site. If available, advanced maintenance training for 3 people.
Service Maintenance and Support (including whole life support)	Clear break-down of costs for: 1,2,3,4,5-year extended warranties.  Cost of annual service contract and what it covers

	(multiple levels of SLA if available).																														
User and Service Manuals	A clear and up-to-date user operation and maintenance manual (in pdf form) is required.  State if access to advanced maintenance manuals is possible.																														
Service Spare Parts	Likely cost of consumables over 5 years both those required by user and by service engineer during PM visits																														
Power Requirements	As the instrument is likely to be used in multiple laboratories, we expect it to run off a standard single-phase ring mains system and have a 13A UK plug.																														
Operational Requirements	<p style="text-align: center;"><i>Table of Maximum Anticipated Usage Pattern</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Per day analysis</th> <th style="text-align: center;">Hours</th> <th style="text-align: center;">Total (sec)</th> <th style="text-align: center;">Rep rate (Hz)</th> <th style="text-align: center;">Total shots</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Spot Analysis</td> <td style="text-align: center;">3</td> <td style="text-align: center;">10800</td> <td style="text-align: center;">10</td> <td style="text-align: center;">108000</td> </tr> <tr> <td style="text-align: center;">Mapping</td> <td style="text-align: center;">2</td> <td style="text-align: center;">7200</td> <td style="text-align: center;">200</td> <td style="text-align: center;">1440000</td> </tr> <tr> <td></td> <td></td> <td></td> <td style="text-align: center;">Sub Total</td> <td style="text-align: center;">1548000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;"><b>Analytical days per year</b></td> <td style="text-align: center;">200</td> <td></td> <td style="text-align: center;"><b>Total shots per year</b></td> <td style="text-align: center;"><b>310 million</b></td> </tr> </tbody> </table>	Per day analysis	Hours	Total (sec)	Rep rate (Hz)	Total shots	Spot Analysis	3	10800	10	108000	Mapping	2	7200	200	1440000				Sub Total	1548000						<b>Analytical days per year</b>	200		<b>Total shots per year</b>	<b>310 million</b>
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Relevant Standards	Must adhere to all UK legal requirements for electrical, mechanical and optical equipment. Should also reach all EU legal requirements																														
Warranty	A minimum warranty of 1 year is required, <u>valid from date of final acceptance payment, not delivery.</u>  Longer warranties will go towards total cost of ownership benchmarking.																														
Delivery location and date	One unit to be delivered and installed by 1 <sup>st</sup> March 2021 at British Geological Survey, Keyworth, Nottingham NG12 5GG, UK  One system to be delivered by 31 <sup>st</sup> March 2021 at British Geological Survey, Keyworth, Nottingham NG12 5GG, UK																														
OEM	If the vendor is not the Original Equipment Manufacturer (OEM) the vendor MUST provide, in writing a recently dated (i.e., within the past year) and signed letter from the OEM recognizing them as the fully authorized and qualified vendor of the products and accessories																														
<b><u>Terms and Conditions</u></b>																															
Bidders are to note that any requested modifications to the Contracting Authority																															

Terms and Conditions on the grounds of statutory and legal matters only, shall be raised as a formal clarification during the permitted clarification period.

## Section 5 – Evaluation model

### 5.1. Introduction

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

### 5.2. Evaluation of Bids

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

### 5.3. SELECTION questionnaire

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

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

Section 3	3.1(j)(iv)	Influenced the decision-making process
<b>Part 3: Selection Questions</b>		
Section 4	4.1	Audited accounts
Section 5	5.1	Wider group
Section 5	5.2	Parent Company Guarantee
Section 5	5.3	Other Guarantee
Section 6	6.1	Relevant experience and contract examples
Section 7	7.1	Compliance under Modern Slavery Act 2015
Section 8	8.1(a)	Insurance
Section 9	9.2	Systems to manage supply chain
Section 9	9.3	Procedures for resolving disputes
Section 9	9.5	Meeting the requirements of the code/standards
Section 9	9.6	Confirmation of 30 days payment
Section 9	9.7	Payments to supply chain
Section 9	SEL5.5	Health and Safety Policy
Section 9	SEL5.6	Enforcement/remedial orders in relation to the Health and Safety Executive
Section 9	SEL5.7	Breaching environmental legislation
Section 9	SEL5.8	Checking sub-contractors for infringement of environmental legislation
Section 9	SEL5.9	Unlawful discrimination
Section 9	SEL5.10	Checking sub-contractors for unlawful discrimination
Section 9	SEL2.10	Cyber essentials
Section 9	FOI1.1	Freedom of information
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.	

- 5.3.2. Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.
- 5.3.3. The evaluation model below shall be used for this RFP which will be determined to two decimal places.
- 5.3.4. 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 achieve a Pass of all the Mandatory and Discretionary requirements of the RFP will be considered for award stage evaluation.

#### 5.4. AWARD questionnaire

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

## Award Pass/fail criteria

Questionnaire	Q No.	Question subject
Commercial	AW1.1	Form of Bid
Commercial	AW1.2	Bid validity period
Commercial	AW1.3	Certificate of bona fide Bid
Commercial	AW4.1	Compliance to the Contract Terms
Commercial	AW4.2	Changes to the Contract Terms
Price	AW5.1	Maximum Budget
Quality	AW6.1	Compliance to the Specification
Quality	AW6.2	Variable Bids
Quality	PROJ1.13	Payment Schedule
-	-	Request for Proposal response – received on time within the e-sourcing tool
<p>In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.</p>		

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

## Award Scoring criteria

### Evaluation Justification Statement

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

Questionnaire	Q No.	Question subject	Maximum Marks
Price	AW5.2	Price	10%
Quality	PROJ1.2	193nm ArF Excimer Laser Desirable Attributes	5%
Quality	PROJ1.3	Hardware Additions Desirable Attributes 1	14%
Quality	PROJ1.4	Hardware Additions Desirable Attributes 2	6%
Quality	PROJ1.5	Laser Ablation Cell Desirable Attributes 1	16%
Quality	PROJ1.6	Laser Ablation Cell Desirable Attributes 2	6%
Quality	PROJ1.7	Laser Ablation Cell Desirable Attributes 3	5%
Quality	PROJ1.8	Software Desirable Attributes	13%

Quality	PROJ1.9	Software Plugin Desirable Attributes	2%
Quality	PROJ1.11	Total cost of ownership reduction	12%
Quality	PROJ1.12	Warranty	11%

## Award Evaluation of criteria

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

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

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

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

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

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

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

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

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

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

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

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

## 5.5. Evaluation process

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

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

unsuccessful Bidders	and relative feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.
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## **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.ukpbs.co.uk/services/procure/Pages/supplier.aspx>

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

## Section 6 – Award questionnaire

- 6.2. The Award questionnaires are located within the e-sourcing tool.
- 6.3. Guidance on completion of the questions is available at <http://www.uksbs.co.uk/services/procure/Pages/supplier.aspx>

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

## Section 7 – General information

### 7.1. Introduction

- 7.1.1. The Contracting Authority wishes to establish a Contract for the provision of a Laser Ablation System. The Contracting Authority 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 Supplies Contract being procured under the OJEU Open Procedure
- 7.1.2. The Contracting Authority is procuring the Contract for add for its exclusive use.
- 7.1.3. UK SBS and the Contracting Authority logo, trademarks and other identifying marks are proprietary and may not be incorporated in the Companies response without or the Contracting Authority’s written permission.
- 7.1.4. The Bidder shall indemnify and keep indemnified UK SBS and the Contracting Authority against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Bidder of this document.
- 7.1.5. If there is any doubt with regard to the ambiguity of any question or content contained in this questionnaire then PLEASE ASK a clarification question, but please ensure that your question is via the formal clarification process in writing to the 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 or the Contracting Authority. All information secured outside of this named contact shall have no legal standing or worth and should not be relied upon.
- 7.1.6. It remains the responsibility of the Bidder to keep UK SBS and the Contracting Authority informed of any matter that may affect continued qualification
- 7.1.7. Prior to commencing formal evaluation, Submitted Responses will be checked to ensure they are fully compliant with the Pass / Fail criteria within the Evaluation model. Non-compliant Submitted Responses may be rejected by the Contracting Authority. Submitted Responses which are deemed by the Contracting Authority to be fully compliant will proceed to evaluation. These will be evaluated using the criteria and scores detailed in the matrix set out in [Section 5](#).
- 7.1.8. Whilst it is the Contracting Authority’s intention to purchase the majority of its supplies under this Contract Arrangement from the Supplier(s) appointed this does not confer any exclusivity on the appointed Suppliers. The Contracting Authority and any relevant Other Public Bodies reserve the right to purchase any supplies and services (including those similar to the supplies by this procurement) from any Supplier outside of this Contract.
- 7.1.9. The Contracting Authority reserves the right not to conclude a Contract as a result of the current procurement process. Bidders should review the contents of Section 7 paragraph 7.8.1 when considering submitting their Response.
- 7.1.10. The supplies covered by this procurement exercise have NOT been sub-divided into Lots.

- 7.1.11. The Contracting Authority shall utilise the Delta eSourcing Procurement Tool available at <https://uksbs.delta-esourcing.com/> to conduct this procurement. There will be no electronic auction following the conclusion of the evaluation of the 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 problems or functionality within the tool may be submitted to Delta eSourcing on 0845 270 7050
- 7.1.12. Please utilise the messaging system within the e-sourcing tool located at <https://uksbs.delta-esourcing.com/> within the timescales detailed in [Section 3](#). if you have any doubt as to what is required or will have difficulty in providing the information requested. Bidders should note that any requests for clarifications may not be considered by the Contracting Authority if they are not articulated by the Bidder within the discussion forum within the e-sourcing tool.
- 7.1.13. Bidders should read this document, Stage One: Overview Section. messages and the evaluation questionnaires carefully before completing the Response submission. Failure to comply with any of these instructions for completion and submission of the Submitted Response may result in the rejection of the Response. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the supplies and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.
- 7.1.14. All material issued in connection with this RFP shall remain the property of the Contracting Authority and/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 the Contracting Authority or securely destroyed by the Bidder (at the Contracting Authority's option) at the conclusion of the procurement
- 7.1.15. The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abide by the terms of these instructions and the Conditions of Response.
- 7.1.16. The Bidder shall not make contact with any other employee, agent or consultant of UK SBS or the Contracting Authority 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 the Contracting Authority.
- 7.1.17. The Contracting Authority shall not be committed to any course of action as a result of:
- 7.1.17.1. issuing this RFP or any invitation to participate in this procurement;
  - 7.1.17.2. an invitation to submit any Response in respect of this procurement;
  - 7.1.17.3. communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement; or
  - 7.1.17.4. any other communication between UK SBS, the Contracting Authority and/or any relevant OPB (whether directly or by its agents or representatives) and any other party.
- 7.1.18. Bidders shall accept and acknowledge that by issuing this RFP the Contracting Authority shall not be bound to accept any Response and reserves the right not to conclude a Contract for some or all of the supplies which Responses are invited.
- 7.1.19. The Contracting Authority reserves the right to amend, add to or withdraw all or any part of this RFP at any time during the procurement.

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

## **7.2. Bidder conference**

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

## **7.3. Confidentiality**

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

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

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

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

## USEFUL INFORMATION LINKS

- [Contracts Finder](#)

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

#### **7.4. Freedom of information**

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

#### **7.5. Response Validity**

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

#### **7.6. Timescales**

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

#### **7.7. The Contracting Authority's Contact Details**

- 7.7.1. Unless stated otherwise in these Instructions or in writing from UK SBS or the Contracting Authority, all communications from Bidders (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement must be directed through the 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 Delta eSourcing on 0845 270 7050 please note this is a free self-registration website and this can be done by completing the online questionnaire at <https://uksbs.delta-esourcing.com/>
- 7.7.3. Bidders should be mindful that the designated Contact should not under any circumstances be sent a copy of their Response outside of the e-sourcing tool. Failure to follow this requirement will result in disqualification of the Response.

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

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

## **7.9. Submission of Responses**

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

## **7.10. Canvassing**

- 7.10.1. Any Bidder who directly or indirectly canvasses any employee, or agent of UK SBS, the Contracting Authority 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, the Contracting Authority, nor any relevant OPB's nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:
- 7.11.2.1. makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the RFP; or
  - 7.11.2.2. accepts any responsibility for the information contained in the RFP or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
- 7.11.3. Any persons considering making a decision to enter into contractual relationships with the Contracting Authority and/or, as applicable, relevant OPB following receipt of the RFP should make their own investigations and their own independent assessment of the Contracting Authority and/or, as applicable, relevant OPB and its requirements for the [supplies / services / supplies and services / works] 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, the Contracting Authority or, as applicable, relevant OPB the amount or approximate amount of its proposed Response or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Response or insurance or any necessary security); or
  - 7.12.1.3. enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Response; or
  - 7.12.1.4. enters into any agreement or arrangement with any other party as to the amount of any Response submitted; or
  - 7.12.1.5. offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Response or proposed Response, any act or omission,
- shall (without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability which such conduct by a Bidder may attract) be disqualified.

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

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

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

- 7.14.1. The Bidder in submitting the Response undertakes that in the event of the Response being accepted by the Contracting Authority and the Contracting Authority confirming in writing such acceptance to the Bidder, the Bidder will within 10 days of being called upon to do so by the Contracting Authority execute the Contract in the form set out in the Contract Terms or in such amended form as may subsequently be agreed.
- 7.14.2. The Contracting Authority shall be under no obligation to accept the lowest priced or any Response.

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

- 7.15.1. All requests for clarification about the requirements or the process of this procurement shall be made in through the e-sourcing tool unless where the e-sourcing tool is unavailable due to Delta eSourcing system maintenance or failure, in this instance all clarifications shall be by email to the contact defined in [Section 3](#).
- 7.15.2. The Contracting Authority will endeavour to answer all questions as quickly as possible but cannot guarantee a minimum response time.
- 7.15.3. In the event of a Bidder requiring assistance uploading a clarification to the e-sourcing portal they should use the contact details defined in [Section 3](#).
- 7.15.4. No further requests for clarifications will be accepted after 7 days prior to the date for submission of Responses.
- 7.15.5. In order to ensure equality of treatment of Bidders, the Contracting Authority intends to publish the questions and clarifications raised by Bidders together with the Contracting Authority's responses (but not the source of the questions) to all participants on a regular basis.
- 7.15.6. Bidders should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if the Contracting Authority at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Bidders would potentially benefit from seeing both the query and the Contracting Authority's response, the Contracting Authority will:
- 7.15.6.1. invite the Bidder submitting the query to either declassify the query and allow the query along with the Contracting Authority's response to be circulated to all Bidders; or
  - 7.15.6.2. request the Bidder, if it still considers the query to be of a commercially confidential nature, to withdraw the query prior to the end of the closing date and time for Bidder clarifications.

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

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

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

## **7.17. Modification and withdrawal**

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

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

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

7.18.1. The Contracting Authority reserves the right to reject or disqualify a Bidder where

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

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

7.19.1. The Contracting Authority reserves the right to:

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

## **7.20. Notification of award**

7.20.1. The Contracting Authority will notify the successful Bidder of the Contract award in writing and will publish an Award Notice in 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 successful and 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
“Bidder(s)”	means the organisations being invited to respond to this Request for Proposal
“Central Purchasing Body”	means a duly constituted public sector organisation which procures supplies/services/works for and on behalf of contracting authorities
“Conditions of Bid”	means the terms and conditions set out in this RFP relating to the submission of a Bid
“Contract”	means the agreement to be entered by the Contracting Authority and the Supplier following any award under the procurement
“Contracting Bodies”	means the Contracting Authority and any other contracting authorities described in the OJEU Contract Notice
“Contracting Authority”	A public body regulated under the Public Contracts Regulations on whose behalf the procurement is being run
“Customer”	means the legal entity (or entities) for which any Contract agreed will be made accessible to.
“Due Diligence Information”	means the background and supporting documents and information provided by the Contracting Authority for the purpose of better informing the Bidders responses to this Request for Proposal
"EIR"	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
“FoIA”	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
“Mandatory”	Means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
“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 the Contracting Authority
“Request for Proposal” or “RFP”	means this Request for Proposal documentation and all related documents published by the Contracting Authority and made available to Bidders and includes the Due Diligence Information. <b>NOTE:</b> This document is often referred to as an Invitation to Tender within other organisations
“Supplier”	means the organisation awarded the Contract
“Supplies / Services / Works”	means any supplies/services and supplies or works set out at within <a href="#">Section 4 Specification</a>