**Request for Proposal**



**Request for Proposal (RFP) on behalf of UK Research and Innovation (UKRI)**

**Subject: Travel Assistance Centre**

**Sourcing Reference Number: GSS24061**

**Table of Contents**

**Section Content**

1 [About UK Shared Business Services Ltd.](#Section_1_About_UK_shared_business)

2 [About the Contracting Authority](#Section_2_About_our_customer)

3 [Working with the Contracting Authority.](#Section_3_working_with_UK_SBS)

4 [Specification and about this procurement](#Section_4_Specification)

5 [Evaluation model](#Section_5_Evaluation_model)

6 [Selection and award questionnaires](#Section_6_Selection_and_award_question)

7 [General Information](#Section_7_General_information)

Appendix A Glossary of Terms

# Section 1 – About UK Shared Business Services

**Putting the business into shared services**

UK Shared Business Services Ltd (UKSBS) 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.

UKSBS 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), UKSBS’ 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 UKSBS and Crown Commercial Services (CCS – previously Government Procurement Service) agree a Memorandum of Understanding with UKSBS to deliver two major procurement categories (construction and research) across Government.

UKSBS currently manages £700m expenditure for its Contracting Authorities.

Our Contracting Authorities who have access to our services and Contracts are detailed [here](http://www.uksbs.co.uk/services/procure/contracts/Pages/default.aspx).

**UKSBS Privacy Statement**

At UK Shared Business Services (UKSBS) 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 UKSBS 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>

**UKRI only Privacy Notice**

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 (UKRI)**

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).

# Section 3 – Working with the Contracting Authority

|  |
| --- |
| **Section 3 – Contact details** |
|  | Contracting Authority Name and address | UK Research and Innovation (UKRI)UK Research and InnovationPolaris HouseSwindonSN2 1FL |
|  | Buyer | Abigail Woods |
|  | Buyer contact details | coreservices@uksbs.co.uk |
|  | Estimated value of the Opportunity (ex VAT) | £500,000.00 ex VATBased on 3+1+1 years, £100,000.00ex VAT per year. |
|  | Process for the submission of clarifications and Bids | **All correspondence shall be submitted within the Messaging Centre of the Jaggaer eSourcing portal. Guidance on how to obtain support on using the Jaggaer eSourcing portal can be found in Section 7.1.11.****Please note submission of a Bid to any email address including the Buyer will result in the Bid not being considered, unless formally advised to do so by UKSBS.** |

|  |
| --- |
| **Section 3 - Timescales** |
|  | Date of posting of Contract advert to Find a Tender and Contracts Finder | 7th March 2024 |
|  | Bidder conference (if relevant) | GSS24061 |
|  | Latest date / time RFP clarification questions shall be received through the Jaggaer eSourcing Portal | 3rd April 202411:00 |
|  | Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through the Jaggaer eSourcing Portal  | 10th April 2024 |
|  | Latest date and time for Bidder to request access to the RFP documents | 28th March 2024 10:00 |
|  | Latest date and time RFP Bid shall be submitted through the Jaggaer eSourcing Portal (**the Deadline**) | 15th April 202411:00 |
|  | Anticipated notification of proposed Contract award to unsuccessful bidders | 6th May 2024 |
|  | Anticipated Contract Award Date | 17th May 2024 |
|  | Commencement of Contract – onboarding phase | 18th May 2024  |
|  | Commencement of Contract – go live date | 1st August 2024 |
|  | Completion of Contract | 31st July 2027 with option to extend for an additional 2 years on a 1+1 basis. |
|  | Bid Validity Period | 90 Days |

# Section 4 – Specification and about this Procurement

1. **OBJECTIVE**
	1. UKRI requires a Travel Assistance Centre (TAC) to support UKRI travellers assess and achieve preparedness requirements prior to travel and provides security and medical advice and assistance to travellers when undertaking travel globally.
2. **OVERVIEW**
	1. The TAC service provides a resource and support platform for all UKRI travel risk management requirements. The service will have the ability to provide:
3. **SCOPE**
	1. Provision of TAC support globally on the following basis:
		1. Full TAC support for all international travellers as per the technical specification, other than those travelling past the gateway points into Antarctica or Arctic regions.
		2. Support for UK travellers with limited provision of travel advice, alerting of threats and use of the track service for check-ins following a national critical incident.
		3. Provision of in-country personnel security support and consultancy service as described in the TAC additional service section.
4. **Background**
	1. UK Research and Innovation (UKRI) has a global footprint, with business travel worldwide. UKRI has offices abroad located in India, China, United States, Belgium, and Antarctica – some of which sit on Foreign, Commonwealth & Development Office (FCDO) platforms. UKRI undertakes not only office and city-based travel, but also field work that often-involves visits to remote or underdeveloped locations, representing a significant area of risk to be managed.
	2. During the latest 12-month period, from an overall workforce of ~8000 personnel over 2500 individuals travelled internationally spending a total of over 22,000 days working in 85 countries, across 7 continents. In addition, within the UK, some 4500 staff travelled for work, including road travel and over 30,000 rail journeys.
	3. Travellers are broadly split into people attending international conferences, usually in well-developed countries and cities, and those that undertake practical fieldwork in often remote locations in low- or middle-income countries. We do, on occasion, work in areas which can be considered to be higher risk and may carry travel advisories from the UK FDCO.
	4. UKRI has a Travel policy that seeks to pull together all booking and travel requirement at a high level, this includes the need to book travel via UKRI Travel Management Company (TMC – currently Clarity). UKRI has a developing travel risk management policy and supporting procedure to support a baseline for all business areas to achieve, whilst recognising some business areas may be required to put in place additional controls due to the hazardous environment that work in on a daily basis. This includes the need to undertake travel risk assessment prior to travel and agree additional controls if required.
	5. As mentioned in the scope, UKRI has a research centre in Antarctica and works in Arctic regions. This travel is managed by the British Antarctic Survey (BAS) <https://www.bas.ac.uk/>. Travelling to and from Antarctic gateway locations such as South Africa, Falklands and South America would be in-scope for this tender; BAS will manage onward travel support from the gateways to the Antarctic/Arctic stations.
5. **TAC TECHNICAL SPECIFICATION**
	1. Overview of TAC requirements:
		1. Be available 24/7/365, and capable of supporting emergency security and medical requirements, with an analytical ability to monitor global threats and events.
		2. Be staffed with security and medical subject matter experts capable of supplying timely security and medical advice.
		3. Have a country security and medical risk rating methodology, and rate countries and cities considering multiple threat factors.
		4. Provide pre-travel country information and reports.
		5. Produce and send timely security and medical alerts of global events that may threaten life or be disruptive to travellers.
		6. Have a downloadable application (for IOS and Android) to allow easy interaction with country profiles and alerts.
		7. Have a secure website to access country profiles, travel risk information, training, and monitor travellers and their information.
		8. Have a research and analytical team that can be tasked to undertake specific research requirements.
		9. Have a mechanism, and provide access, to support non-medical emergency country evacuations and medical emergency repatriation.
		10. Be able to quickly arrange air transport from all geographical locations where they provide a TAC response service.
		11. Be able to pull and push Application Programming Interface (API).
		12. Have the capacity to provide hotel risk assessments and security rating.
		13. Have the capacity to provide hospital and medical centre assessments and ratings.
		14. The provider should demonstrate a structured approach to assessing and accrediting third-party providers.
		15. Support must be based on travellers per day, not being the same person. Not the total number of staff who may travel in a calendar year.
	2. **TAC Technical elements.**
		1. Shall be able to absorb Travel Management Company (currently Clarity) booking data via an application programming interface (API).
		2. Shall be able to upload travel manually by travellers, including air, rail, ship, ground transport and hotels, as well as travel segments which are not booked through approved channels.
		3. Can identify travellers by other parameters such as flight number, hotel, event, risk ratings.
		4. House system servers hosted in GDPR compliant locations.
		5. Should be able to have an approval chain connection between TMC and TAC.
		6. Have backup/contingency/disaster recovery plans for operations centres to ensure effective business continuity and maintained service delivery notwithstanding local or regional disruption, being well placed to provide uninterrupted service during global instability.
		7. Secure all data to a high level of encryption, meeting ISO/IEC 18033 standards.
		8. Demonstrate a structured, externally audited quality management framework.
	3. **Insurance**
		1. Shall be able to connect with UKRI travel insurance provider, currently Chubb, to provide seamless support without the need for UKRI approvals.
		2. Be able to set up billing arrangements with other partners such as travel insurance providers.
		3. All emergency support provision shall be covered by the connected insurance coverage with the TAC arranging any pre-agreed payments requirements.
	4. **Prepare personnel for travel**
		1. Shall have an automated ability to issue a pre-travel advice and instructions upon receiving an API notification from the TMC.
		2. Shall provide an online portal with medical and security advice and guidance that UKRI travellers can access. The bid should provide in detail what advice and support are covered.
		3. Shall provide 24/7/365 staffed TAC with security and medical subject matter experts capable of supplying timely pre-travel security and medical advice.
		4. Shall have an integrated pre and post booking approval tracker/risk assessment tool that can connect traveller booking details with the approval tracker/risk assessment tool. This tool will also have the ability to upload journey management plans and itinerary,
		5. Shall have capability for bespoke or specialist risk assessment support for high-risk travel.
	5. **Training and learning support**
		1. Shall have an accredited-on demand online training and learning portal that covers multiple training opportunities covering medical, health, safety, security, resilience, and cultural considerations at a minimum.
		2. Shall offer live online webinar learning and experiences opportunities around multiple travel risk management topics and trending geopolitical situations.
		3. Should have the ability to deliver bespoke training events, workshops or scenario exercises.
	6. **Travel Assistance Application**
		1. Shall have a travel assistance application that provides security and medical alerts, 2-way communication/ push notifications, geofencing and tracking ability link to a secure browser portal for management oversight. Have an emergency alarm notification option, and general check in ability.
		2. Shall have searchable interface with all travellers’ data (including flights and hotels), and security alerts geocoded, searchable and visualised on an interactive map. Offer reporting capabilities, e.g. production of Excel spreadsheet on demand.
		3. Shall be able to identify travellers affected by a specific threat alert and communicate with them and their line managers, for example by email, SMS or through a mobile app.
		4. Shall have a integrate Travel Tracking with 24/7/365 security (and medical) assistance and emergency response services.
		5. Shall be able to work on major operating platforms including iOS and Android.
		6. Should have the ability to work over SMS, GPRS.
		7. Should have the ability to be remotely activate tracking mode in an emergency.
	7. **TAC response**
	8. Shall have regional TAC that are contactable 24/7/365 that can provide the following assistance to UKRI travellers, at a minimum it will offer:
		1. Professional medical advice and triage, with the ability to provide immediate consultancy over the phone and via video link.
		2. Professional security advice and triage, with the ability to provide immediate advice over the phone and via video link.
		3. Ability to provide immediate and ongoing support to a traveller in the event of a security, logistical or medical incident or crisis affecting a traveller.
		4. Emergency access to pre-approved professional in-country medical advice and support following online consultation, including having access to pre-approved hospitals, doctors and logistics providers.
		5. Have a global network of ground security service providers capable of supporting UKRI travellers with in-country requirements and post incident support and investigation.
		6. Communication and liaison with both traveller and UKRI key point of contact (management) throughout resolution of a incident, including prompt communication of proposed plan and timescale.
		7. Has a structured escalation protocol for case management.
		8. Ability to advise on, and if necessary, manage kidnap/hostage and ransom situations.
	9. **The country emergency evacuation services shall**:
		1. Be able to provide ground services transportation with complete end to end service if required.
		2. Provision of all equipment required to extract personnel in a non-permissive location.
		3. Provision of staff to support the evacuation.
		4. Shall control, manage or have access to air transport on the covered geographical areas capable of handling emergency extraction. In addition, it is desirable that they can support both overland and maritime evacuations.
	10. The service of emergency medical repatriation shall include.
		1. Access to medical ground vehicles e.g. ambulance for a complete end to end service (from hospital to hospital) if required.
		2. Provision of all necessary medical equipment for medically-assisted transportation.
		3. Medical staff to support the repatriation of ill or injured individuals including intensive care if required.
		4. Control and access to medically equipped aircraft
		5. Be able to monitor quality of medical treatment delivered to employees.
	11. **Organisational capability and contract management**
		1. Provision of regular management information on travel patterns and service use.
		2. A company infrastructure that would be available to us 24/7/365 worldwide in terms of offices, clinics, alarm centres, etc.
		3. Sufficient expertise and skill levels of employees to support our account and technical teams in place to provide these services.
		4. Provide 24/7 access to intelligence analysts/subject matter experts for Travel Managers/Security Managers
		5. A dedicated account manager who will be our single point of contact and can provide quarterly account review meetings together with a support team that can be contacted by both telephone and email in normal working hours i.e. Monday to Friday 09:00 – 17;00 excluding public holidays.
		6. Provision of support and training on the use of any travel management tools to UKRI travel co-ordinators and staff involved in travel risk management.
6. **TAC Additional Services**
	1. Under an individual task order and at additional cost based on the services to be provided, the TAC provider should have the ability to source the following services:
	2. **Personal Security In-country Support**
		1. **Airport Meet and Greet Service**:
			1. Collection of personnel arriving airside.
			2. Facilitate the personnel through immigration.
			3. Be able to collect and arrange delivery of luggage to the traveller’s accommodation, including customs clearance as required.
			4. Be able to hand over personnel to any other supporting element.
			5. Collect travellers from the departures drop zone and facilitate their passage through the airport until the departure lounge.
			6. Be able to arrange airport side access.
		2. **Provision of Mobile security**.
			1. Provide an assessment of what mobile security is required based on the country risk rating and planned journey/activity.
			2. Source local accredited mobile security providers based on agreed task order requirement. Mobile security could be in the form of a driver and vehicle to armed guards and vehicles, and associated medical support. The provider will ensure the following:
				1. The sub-contracted company and its employees have undergone security screening.
				2. The Sub-contracted company holds the required permits and licenses (including weapon license) to support the provided services and meet international and local legal requirements.
				3. Supporting staff have a proficiency in English to allow clear communication.
				4. Sub-contracted staff are suitability qualified/licensed for the role/task they are supporting and remain free of alcohol and drugs when delivering services.
				5. All equipment and vehicles are serviceable, meeting associated safety requirements.
				6. Vehicles carry medical equipment scaled for remoteness of travel and a full running kit and spare tire.
				7. Understand protocol requirements and hold the confidentiality of any overheard conversation.
				8. Provide a journey management plan that covers in-country movement, security provision and emergency actions and mechanisms.
				9. Provide a security brief prior to each move, covering route, medical support and actions on.
				10. Additional service / restrictions as outlined in the agreed Task Order.
		3. **Risk Consultancy**
			* 1. UKRI needs to have the options to gain bespoke specialist support. This can be achieved on a daily consultancy rate or within the annual subscription. The following options are desired:
				2. Medical assessments and planning
				3. Security assessments and planning
				4. TRM maturity assessment
				5. Bespoke risk assessment and scenario planning.

The contract duration shall be for an initial 3 years with optional extensions of 2 years in 1-year increments (3+1+1) from commencement of the Contract.

**Terms and Conditions**

Bidders are to note that any requested modifications to the Contracting Authority Terms and Conditions on the grounds of statutory and legal matters only, shall be raised as a formal clarification during the permitted clarification period.

# Section 5 – Evaluation model

* 1. **Introduction**
		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.
		2. The evaluation team may comprise staff from UKSBS and the Contracting Authority, and any specific external stakeholders the Contracting Authority deem required
	2. **Evaluation of Bids**
		1. Evaluation of Bids shall be based on a Selection questionnaire and Award criteria as clearly defined in the e-sourcing tool.
	3. **SELECTION questionnaire**
		1. The selection questionnaire will be solely marked against Mandatory pass/ fail criteria No scoring criteria will be used at the Selection phase.
		2. The selection questionnaire shall be marked against the following Mandatory or discretionary pass / fail criteria.

|  |
| --- |
| **Selection Pass/fail criteria** |
| **Evaluation Envelope** | **Q No.** | **Question subject** |
| **Qualification Questionnaire Part 1: Potential Supplier Information** |
| Section 1 | 1.1(a) – (p) | Contact details and declaration |
| **Qualification Questionnaire Part 2: Exclusion Grounds** |
| Section 1 | 1.2 (a)(i)  | Administration, Management, supervisory body convictions  |
|  | 1.2(a)(ii) | Participation in a criminal organisation |
| Section 1 | 1.2 (a) - (iii) | Corruption |
| Section 1 | 1.2 (a) - (iv) | Terrorist Offences or offences link to terrorist activities |
| Section 1 | 1.2 (a) - (v) | Money laundering or Terrorist financing |
| Section 1 | 1.2 (a) - (vi) | Child Labour and other forms of trafficking in human beings |
| Section 1 | 1.2 (a) - (vii) | Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales or Northern Ireland. |
| Section 2 | 2.1(a) | Payment of tax or social security |
| Section 3 | 3.1  | Detailed grounds for exclusion  |
| Section 3 | 3.1 (a) | Situations summarised |
| Section 3 | 3.1 (b) | Breach of environmental law obligations |
| Section 3 | 3.1 (c) | Breach of social labour law obligations |
| Section 3 | 3.1 (d) | Breach of labour law obligations |
| Section 3 | 3.1(e) | Bankruptcy or subject to Insolvency  |
| Section 3 | 3.1(f) | Guilty of grave professional misconduct |
| Section 3 | 3.1(g) | Distorting of competition |
| Section 3 | 3.1(h) | Conflict of Interest |
| Section 3 | 3.1(i) | Involved in preparation of procurement procedure |
| Section 3 | 3.1(j) | Prior performance issues |
| Section 3 | 3.1(k) | Serious Misrepresentation, withholding information, undue influence and undue advantages. |
| Section 3 | 3.1(l) to 3.2 | Modern Slavery  |
| **Qualification Questionnaire Part 3: Selection Questions** |
| Section 4 | 4.1(a) | Financial statements filed with Companies House  |
| Section 4 | 4.1(b) | Detailed accounts |
| Section 4 | 4.1(c) | Annual Turnover profit and loss accounts etc.. |
| Section 4 | 4.1(d) | Minimum financial threshold |
| Section 4 | 4.2 | Financial reliance upon others and guarantee  |
| Section 6 | 6.1  | Relevant experience and contract examples  |
| Section 6 | 6.2  | Subcontracting and healthy supply chains  |
| Section 6 | 6.3 | Technical and Professional Ability  |
| Section 7 | 7.1 | Insurance |
| Section 8 | 8.1(a) | General Data Protection Regulations |
| Section 8 | 8.1(b) | General Data Protection Regulations – Technical Facilities and Measures |
| Section 8 | 8.2(a)  | Health and Safety  |
| Part 3  | SEL1.10 – 1.13  | Information Security  |
| Part 3  | SEL2.12  | General Data Protection Regulations and Data Protection Act 2018 |
| Part 3 | SEL2.19 | PPN 01/22 - Contracts with suppliers from Russia or Belarus |
| Part 3  | FOI1.1 – 1.2  | 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. |

* + 1. Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.
		2. The evaluation model below shall be used for this RFP which will be determined to two decimal places.
		3. Questions marked ‘for information only’ do not contribute to the scoring model.
	1. **AWARD questionnaire**
		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** |
| **Evaluation Envelope** | **Q No.** | **Question subject** |
| Qualification | AW1.1 | Form of Bid |
| Qualification | AW1.2 | Bid validity period |
| Qualification | AW1.3 | Certificate of bona fide Bid |
| Qualification  | AW3.2 | Conflict of Interest Declaration |
| Qualification  | AW3.2.1 | Conflict of Interest Declaration Supporting Information |
| Qualification | AW4.1 | Compliance to the Contract Terms |
| Qualification  | AW4.2 | Changes to Contract Terms |
| Commercial | AW5.3 | Firm and Fixed Price |
| Technical | AW6.1 | Compliance to the Specification  |
| Technical | AW6.2 | Variable Bids |
| - | - | Request for Proposal response – received on time within the Jaggaer eSourcing Portal |
|  | 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. |

* + 1. The Award stage of due process shall be marked against the following Award scoring criteria.
		2. The evaluation model below shall be used for this RFP which will be determined to two decimal places.
		3. 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.**  |
| **Evaluation Envelope** | **Q No.** | **Question subject** | **Maximum Marks** |
| **Overall** | **Breakdown** |
| Commercial | AW5.1 | Price | 30% | 30% |
| Technical  | PROJ1.1 | Methodology / Understanding | 70% | 5% |
| Technical  | PROJ1.2 | TAC Technical elements  | 10% |
| Technical  | PROJ1.3 | Preparation for travel – risk assessment & advice | 15% |
| Technical  | PROJ1.4 | Training and Learning support. | 10% |
| Technical  | PROJ1.5 | Travel Assistance App and tech | 10% |
| Technical  | PROJ1.6 | Assistance Centre response and in-country support including emergency response | 15% |
| Technical  | PROJ1.7 | Contract implementation and management | 5% |
| Technical  | PROJ1.8 | Additional Services | For Information Only |

|  |
| --- |
| **Award Evaluation of criteria** |
| **Non-Commercial Elements** Each question will be evaluated 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 = {weighting percentage} x {bidder's score} = 20% x 60 = 12The 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 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** Evaluator 1 scored your bid as 60 Evaluator 2 scored your bid as 60 Evaluator 3 scored your bid as 40 Evaluator 4 scored your bid as 40Your final score will (60+60+40+40) ÷ 4 = 50 Once the above evaluation process has been undertaken and the scores are apportioned by evaluator(s) this will then be subject to an independent commercial review and moderation meeting, if required by the commercial lead, any and all changes will be formally recorded relative to the regulatory obligations associated with this procurement, so as to ensure that the procurement has been undertaken in a robust and transparent way.  |
| **Commercial 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 Commercial criterion.For example - Bid 1 £100,000 scores 100. Bid 2 £120,000 differential of £20,000 or 20% remove 20% from price scores 80 Bid 3 £150,000 differential £50,000 remove 50% from price scores 50.Bid 4 £175,000 differential £75,000 remove 75% from price scores 25.Bid 5 £200,000 differential £100,000 remove 100% from price scores 0.Bid 6 £300,000 differential £200,000 remove 100% from price scores 0.Where the scoring criterion is worth 50% then the 0-100 score achieved will be multiplied by 50.In the example if a supplier scores 80 from the available 100 points this will equate to 40% by using the following calculation: Score/Total Points multiplied by 50 (80/100 x 50 = 40)The lowest score possible is 0 even if the price submitted is more than 100% greater than the lowest price.This evaluation criteria will therefore not be subject to any averaging, as this is a mathematical scoring criterion, but will still be subject to a commercial review.  |

* 1. **Evaluation process**
		1. The evaluation process will feature some, if not all, the following phases

|  |  |
| --- | --- |
| **Stage** | **Summary of activity** |
| Receipt and Opening | * RFP logged upon opening in alignment with UKSBS’s procurement procedures.
* Any RFP Bid received after the closing date will be rejected unless circumstances attributed to UKSBS, the Contracting Authority or the eSourcing Portal beyond the bidder control are responsible for late submission.
 |
| Compliance check | * Check all Mandatory requirements are acceptable to the Contracting Authority.
* Unacceptable Bids maybe subject to clarification by the Contracting Authority or rejection of the Bid.
 |
| Scoring of the Bid | * Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the criteria.
 |
| Clarifications | * The Evaluation team may require written clarification to Bids
 |
| Re - scoring of the Bid and Clarifications | * 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 and / Award criteria.
 |
| Moderation meeting (if required to reach an award decision) | * To review the outcomes of the Commercial review
* To agree final scoring for each Bid, relative rankings of the Bids
* To confirm contents of the Standstill letters to provide details of scoring and relative feedback on the unsuccessful Bidders response in comparison with the successful Bidders response
 |
| Due diligence of the Bid | * the Contracting Authority may request the following requirements at any stage of the Procurement:
	+ Submission of insurance documents from the Bidder
	+ Request for evidence of documents / accreditations referenced in the / Request for Proposal response / Bid and / or Clarifications from the Bidder
	+ Taking up of Bidder references from the Bidders Customers.
* Financial Credit check for the Bidder
 |
| Validation of unsuccessful Bidders | * To confirm contents of the letters to provide details of scoring and meaningful feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.
 |

# Section 6 – Evaluation Response Questionnaires

* 1. **Qualification / Selection Questionnaire**

6.1.1 Bidders should note that the Qualification / Selection Questionnaire is located within the **Jaggaer eSourcing Portal.**

**Guidance on how to register and use the Jaggaer eSourcing portal is available at**

[**https://beisgroup.ukp.app.jaggaer.com/**](https://beisgroup.ukp.app.jaggaer.com/)

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

* 1. **Technical and Commercial Questionnaire**

6.2.1 Bidders should note that the Technical and Commercial Questionnaire is located within the **Jaggaer eSourcing Portal.**

**Guidance on how to register and use the Jaggaer eSourcing portal is available at**

[**https://beisgroup.ukp.app.jaggaer.com/**](https://beisgroup.ukp.app.jaggaer.com/)

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

# Section 7 – General information

* 1. **Introduction**
		1. The Contracting Authority wishes to establish a Contract for the provision of a Travel Assistance Centre. The Contracting Authority is managing this procurement process in accordance with Public Procurement (as may be amended from time to time) (the “Regulations”). This is a services Contract being procured under the Open Procedure
		2. The Contracting Authority is procuring the Contract for its exclusive use.
		3. UKSBS 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.
		4. The Bidder shall indemnify and keep indemnified UKSBS 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.
		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 UKSBS representative nominated. No approach of any kind in connection with this opportunity should be made to any other person within or associated with UKSBS 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.
		6. It remains the responsibility of the Bidder to keep UKSBS and the Contracting Authority informed of any matter that may affect continued qualification
		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](#Section_5_Evaluation_model).
		8. Whilst it is the Contracting Authority’s 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. The Contracting Authority reserve the right to purchase any services (including those similar to the services covered by this procurement) from any Supplier outside of this Contract.
		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.
		10. The services covered by this procurement exercise have NOT been sub-divided into Lots.
		11. The Contracting Authority shall utilise the Jaggaer eSourcing Portal available at <https://beisgroup.ukp.app.jaggaer.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 Jaggaer eSourcing portal.

All enquiries with respect to access to the eSourcing portal and problems with functionality within the portal must be submitted to Jaggaer eSourcing Helpdesk

**Phone** 08000 698 632

**Email** customersupport@jaggaer.com

Please note; Jaggaer is a free self-registration portal. Bidders can complete the online registration at the following link:

<https://beisgroup.ukp.app.jaggaer.com/>

* + 1. Please utilise the messaging system within the Jaggaer eSourcing Portal located at <https://beisgroup.ukp.app.jaggaer.com/> [within the timescales detailed](#Section_4_6_1_Timescales) in [Section 3](#Section_3_working_with_UK_SBS). 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 Jaggaer eSourcing Portal.
		2. Bidders should read this document, and all attachment, messages and the response envelopes located within the Jaggaer eSourcing portal carefully before completing the Response submission. Failure to comply with any of these instructions for completion and submission of the Submitted Response may result in the rejection of the Response. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the services and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.
		3. All material issued in connection with this RFP shall remain the property of the Contracting Authority 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.
		4. 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.
		5. The Bidder shall not make contact with any other employee, agent or consultant of UKSBS or the Contracting Authority or Customer who are in any way connected with this procurement during the period of this procurement, unless instructed otherwise by the Contracting Authority.
		6. The Contracting Authority shall not be committed to any course of action as a result of:
			1. issuing this RFP or any invitation to participate in this procurement ;
			2. an invitation to submit any Response in respect of this procurement;
			3. communicating with a Bidder or a Bidder’s representatives or agents in respect of this procurement; or
			4. any other communication between UKSBS or the Contracting Authority (whether directly or by its agents or representatives) and any other party.
		7. 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 services for which Responses are invited.
		8. 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.
		9. 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.
		10. 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.
	1. **Bidder conference**
		1. A Bidders’ Conference will not be held in conjunction with this procurement.
	2. **Confidentiality**
		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:
			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;
			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;
			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
			4. Bidders shall not undertake any publicity activity within any section of the media in relation to this procurement
		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:
			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
			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
			3. The Bidder is legally required to make such a disclosure
		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.
		4. UKSBS 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. UKSBS 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).
		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.

* + 1. The Government revised its Government Security Classifications (GSC) classification scheme on the 2nd April 2014 to replace the previous 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>

* + 1. 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](https://online.contractsfinder.businesslink.gov.uk/)
* [Find a Tender](https://www.find-tender.service.gov.uk/Search)
* [Equalities Act introduction](http://www.equalityhumanrights.com/advice-and-guidance/new-equality-act-guidance/equality-act-starter-kit/video-understanding-the-equality-act-2010/)
* [Bribery Act introduction](https://www.gov.uk/government/publications/bribery-act-2010-guidance)
* [Freedom of information Act](http://www.ico.org.uk/for_organisations/guidance_index/freedom_of_information_and_environmental_information)
	1. **Freedom of information**
		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), UKSBS and the Contracting Authority may be required to disclose information submitted by the Bidder to the to the Contracting Authority.
		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.
		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.
		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.
		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.
	2. **Response Validity**
		1. Your Response should remain open for consideration for a period of 90 days. A Response valid for a shorter period may be rejected.
	3. **Timescales**
		1. [Section 3](#Section_3_working_with_UK_SBS) 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.
	4. **The Contracting Authority’s Contact Details**
		1. Unless stated otherwise in these Instructions or in writing from UKSBS 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 eSourcing tool to the designated UKSBS contact.
		2. Bidders should be mindful that the designated Contact should not under any circumstances be sent a copy of their Response outside of the Jaggaer eSourcing portal. Failure to follow this requirement will result in disqualification of the Response.
	5. **Preparation of a Response**
		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 UKSBS 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.
		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.
		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.
		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.
		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 consider 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.
		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.
	6. **Submission of Responses**
		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.
		2. The Contracting Authority may at its own absolute discretion extend the closing date and the time for receipt of Responses specified [Section 3](#Section_3_working_with_UK_SBS).
		3. Any extension to the RFP response period will apply to all Bidders.
		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.
		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.
		6. The Response and any documents accompanying it must be in the English language
		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.
		8. Responses will be submitted any time up to the date indicated in [Section 3](#Section_3_working_with_UK_SBS). Responses received before this deadline will be retained in a secure environment, unopened until this deadline has passed.
		9. Responses received after the date indicated in [Section 3](#Section_3_working_with_UK_SBS) 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
			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.
			2. Any request for a late Response to be considered must be emailed to mailto:the Buyer in [Section 3](#Section_3_working_with_UK_SBS) in advance of ‘the deadline’ if a bidder believes their Response will be received late.
			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.
		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. **Canvassing**
		1. Any Bidder who directly or indirectly canvasses any employee, or agent of UKSBS, the Contracting Authority, or its members 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.
	8. **Disclaimers**
		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.
		2. Neither UKSBS, the Contracting Authority, nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:
			1. makes any representation or warranty (express or implied) as to the accuracy, reasonableness, or completeness of the RFP; or
			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.
		3. Any persons considering making a decision to enter into contractual relationships with the Contracting Authority following receipt of the RFP should make their own investigations and their own independent assessment of the Contracting Authority and its requirements for the services and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the 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.
	9. **Collusive behaviour**
		1. Any Bidder who:
			1. fixes or adjusts the amount of its Response by or in accordance with any agreement or arrangement with any other party; or
			2. communicates to any party other than UKSBS, or the Contracting Authority 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
			3. enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Response; or
			4. enters into any agreement or arrangement with any other party as to the amount of any Response submitted; or
			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.

* 1. **No inducement or incentive**
		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.
	2. **Acceptance of the Contract**
		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 7 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.
		2. The Contracting Authority shall be under no obligation to accept the lowest priced or any Response.
	3. **Queries relating to the Response**
		1. All requests for clarification about the requirements or the process of this procurement shall be made in through the Jaggaer eSourcing portal unless the Jaggaer eSourcing portal is unavailable due to system maintenance or failure, in this instance all clarifications shall be by email to the contact defined in [Section 3](#Section_3_working_with_UK_SBS).
		2. The Contracting Authority will endeavour to answer all questions as quickly as possible but cannot guarantee a minimum response time.
		3. In the event of a Bidder requiring assistance uploading a clarification to the Jaggaer eSourcing portal they should use the contact details defined in [Section 3](#Section_3_working_with_UK_SBS).
		4. No further requests for clarifications will be accepted after 7 days prior to the date for submission of Responses.
		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.
		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:
			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
			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. 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.
	4. **Amendments to Response Documents**
		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.
	5. **Modification and withdrawal**
		1. Bidders may modify their Response where allowable within the Jaggaer eSourcing portal. No Response may be modified after the deadline for submission of Responses.
		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 UKSBS at UK Shared Business Services Ltd, Procurement, Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1ET
	6. **Right to disqualify or reject**
		1. The Contracting Authority reserves the right to reject or disqualify a Bidder where
			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
			2. the Bidder is guilty of serious misrepresentation in relation to its Response; expression of interest; or the Response process; and/or
			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. **Right to cancel, clarify or vary the process**
		1. The Contracting Authority reserves the right to:
			1. cancel the evaluation process at any stage; and/or
			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),
	8. **Notification of award**
		1. The Contracting Authority will notify the successful Bidder of the Contract award in writing and will publish an Award Notice in Find a Tender in accordance with the Regulations within 30 days of the award of the contract.
		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.

|  |
| --- |
| **What makes a good bid – some simple do’s J** |

**DO:**

* + 1. Do comply with Procurement document instructions. Failure to do so may lead to disqualification.
		2. Do provide the Bid on time, and in the required format. Remember that the date/time given for a response is the last date that it can be accepted; we are legally bound to disqualify late submissions. Responses received after the date indicated in the RFP 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.
		3. Do ensure you have read all the training materials to utilise e-sourcing tool prior to responding to this Bid. If you send your Bid by email or post it will be rejected.
		4. Do use Microsoft Word, PowerPoint Excel 97-03 or compatible formats, or PDF unless agreed in writing by the Buyer. If you use another file format without our written permission, we may reject your Bid.
		5. Do ensure you utilise the Jaggaer eSourcing messaging system to raise any clarifications to our RFP. You should note that we will release the answer to the question to all Bidders and where we suspect the question contains confidential information, we may modify the content of the question to protect the anonymity of the Bidder or their proposed solution
		6. Do answer the question, it is not enough simply to cross-reference to a ‘policy’, web page or another part of your Bid (unless the question specifically allows you to do so) the evaluation team have limited time to assess bids and if they can’t find the answer, they can’t score it.
		7. Do consider who the Contracting Authority is and what they want – a generic answer does not necessarily meet every Contracting Authority’s needs.
		8. Do reference your documents correctly, specifically where supporting documentation is requested e.g. referencing the question/s they apply to.
		9. Do provide clear, concise, and ideally generic contact details; telephone numbers, e-mails and fax details.
		10. Do complete all questions in the questionnaire or we may reject your Bid.
		11. Do ensure that the Response and any documents accompanying it are in the English Language, the Contracting Authority reserve the right to disqualify any full or part responses that are not in English.
		12. Do check and recheck your Bid before dispatch.

|  |
| --- |
| **What makes a good bid – some simple do not’s L** |

**DO NOT**

* + 1. Do not cut and paste from a previous document and forget to change the previous details such as the previous buyer’s name.
		2. Do not attach ‘glossy’ brochures that have not been requested, they will not be read unless we have asked for them. Only send what has been requested and only send supplementary information if we have offered the opportunity so to do.
		3. Do not share the Procurement documents, they may be confidential and should not be shared with anyone without the Buyers written permission.
		4. Do not seek to influence the procurement process by requesting meetings or contacting UKSBS or the Contracting Authority to discuss your Bid. If your Bid requires clarification the Buyer will contact you. All information secured outside of formal Buyer communications shall have no Legal standing or worth and should not be relied upon.
		5. Do not contact any UKSBS staff or the Contracting Authority staff without the Buyers written permission or we may reject your Bid.
		6. Do not collude to fix or adjust the price or withdraw your Bid with another Party as we will reject your Bid.
		7. Do not offer UKSBS or the Contracting Authority staff any inducement or we will reject your Bid.
		8. Do not seek changes to the Bid after responses have been submitted and the deadline for Bids to be submitted has passed.
		9. Do not cross reference answers to external websites (unless the question specifically allows you to do so) or other parts of your Bid, the cross references and website links will not be considered.
		10. Do not exceed word counts, the additional words will not be considered.
		11. Do not make your Bid conditional on acceptance of your own Terms of Contract, as your Bid will be rejected.
		12. Do not unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority send your response by any way other than via the Jaggaer eSourcing portal. Responses received by any other method than requested will not be considered for the opportunity.

# Appendix A – Glossary of Terms

|  |  |
| --- | --- |
| **TERM** | **MEANING** |
| **“UKSBS”**  | means UK Shared Business Services Ltd herein after referred to as UKSBS. |
| **“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 Find a Tender and Contract Notice |
| **“Contracting Authority”** | A public body regulated under the Public Procurement Regulations on whose behalf the procurement is being run |
| **“Customer”** | means the legal entity (or entities) for which any Contract agreed will be made accessable 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 |
| **“Find a Tender”** | Means the UK Government Portal that superseded the OJEU as from 1/1/2021 https://www.find-tender.service.gov.uk/Search |
| **“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. |
| **“Named Procurement person ”** | means the single point of contact for the Contracting Authority based in UKSBS that will be dealing with the procurement |
| **“Order”** | means an order for served by any Contracting Body on the Supplier |
| **“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. **NOTE:** This document is often referred to as an Invitation to Tender within other organisations |
| **“Supplier(s)”**  | means the organisation(s) awarded the Contract |
| **“Supplies / Services / Works”** | means any supplies/services and supplies or works set out at within [Section [4] Specification](#Section_4_Specification) |