

# Request for Proposal



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

**Subject: Molecular Biology and Laboratory Chemicals Framework**

**Sourcing Reference Number: GSS23744**

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## 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](#).

### **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>

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		
3.1.	Contracting Authority Name and address	UK Research and Innovation, Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1FL
3.2.	Buyer	Sharon West
3.3.	Buyer contact details	<a href="mailto:Coreservices@uksbs.co.uk">Coreservices@uksbs.co.uk</a>
3.4.	Estimated value of the Opportunity	<p>This Framework is being established for a term of 3 + 1 years (9<sup>th</sup> July 2024 – 8<sup>th</sup> July 2027) with the option to extend for a further 1 year until 8<sup>th</sup> July 2028</p> <p>The estimated value of this Framework across all lots and suppliers is £16,000,000.00 excluding VAT.</p> <p>Bidders are advised that there is no commitment and there will be no minimum order values for the duration of this Framework Agreement.</p>
3.5.	Process for the submission of clarifications and Bids	<p><b>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.</b></p> <p><b>Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid <u>not</u> being considered, unless formally advised to do so by UKSBS.</b></p>

Section 3 - Timescales		
3.6.	Date of posting of Framework Agreement advert to Find a Tender and Contracts Finder	Thursday 28 <sup>th</sup> March 2024
3.7.	Representative Pricing Schedule Bidder Conference	<p>Monday 8<sup>th</sup> April 2024 at 14:00hrs GMT</p> <p>and</p> <p>Monday 15<sup>th</sup> April 2024 at 14:00hrs GMT</p>
3.8.	Latest date / time RFP clarification questions shall be received through the Jaggaer eSourcing Portal	Monday 22 <sup>nd</sup> April 2024 @ 11:00hrs GMT
3.9.	Latest date / time RFP clarification answers should be sent to all	Monday 29 <sup>th</sup> April 2024

	Bidders by the Buyer through the Jaggaer eSourcing Portal	
3.10.	Latest date and time for Bidder to request access to the RFP documents	Tuesday 7 <sup>th</sup> May 2024 @ 10:00hrs BST
3.11.	Latest date and time RFP Bid shall be submitted through the Jaggaer eSourcing Portal ( <b>the Deadline</b> )	Tuesday 7 <sup>th</sup> May 2024 @ 11:00hrs BST
3.12.	Anticipated notification of proposed Framework Agreement award to unsuccessful bidders	Monday 10 <sup>th</sup> June 2024
3.13.	Anticipated Framework Agreement Award Date	Monday 24 <sup>th</sup> June 2024
3.14.	Commencement of Framework Agreement	Tuesday 9 <sup>th</sup> July 2024
3.15.	Completion of Framework Agreement	Thursday 8 <sup>th</sup> July 2027  This Framework Agreement has the option to extend for a further 1 year until 8 <sup>th</sup> July 2028 (3 + 1 years)
3.16.	Bid Validity Period	90 Days

## Section 4 – Specification and about this Procurement

### **Framework Overview**

UK Shared Business Services (UKSBS) acting as an agent on behalf of UK Research and Innovation (UKRI) wishes to establish a Framework Agreement for the provision of Molecular Biology and Laboratory Chemicals

Molecular Biology and Laboratory Chemicals products are required to ensure continuity of the world class, pioneering research that UKRI undertake. Having a Framework Agreement in place will provide UKRI the security of a compliant route, that consists of a renowned supply base with a proven track record of providing Molecular Biology and Laboratory Chemicals. These products aid UKRI in maintaining UK status as a world leader in scientific research. The items are low value and low risk however are critical to the life sciences UKRI undertake.

UKSBS 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 and Services Framework Agreement.

The award of this Framework Agreement will be based on 9 Lots and supporting Sub Lots (further detailed below):

**Lot 1** – Nucleic Acid Manipulation

**Lot 2** – Protein Manipulation

**Lot 3** – Cell and Tissue Culture

**Lot 4** – Antibiotics

**Lot 5** – Chemicals and Solvents

**Lot 6** – Fine Chemicals

**Lot 7** – Controlled Drugs, Schedule 5, Toxins & Bioactive small molecules / Inhibitors

**Lot 8** – Stable Isotopes

**Lot 9** – Biological Buffers

This Framework will be made accessible for UK Research and Innovation (**The Contracting Authority**), and it is intended that multiple providers will be appointed for each of the Lots detailed above.

Potential bidders are invited to tender for one or more Lots or Sub Lots on an individual basis.

### **Current Scope**

The current Molecular Biology and Laboratory Chemicals Framework is due to expire in July 2024. UKSBS on behalf of UK Research and Innovation (UKRI) are managing the re procurement of this Framework Agreement to ensure continuity of the world class, pioneering research that UKRI undertake. Having a Framework Agreement in place will provide UKRI with the security of a compliant route, that consists of a renowned supply base with a proven track record of providing Molecular Biology and Laboratory Chemicals. These products aid UKRI in maintaining UK status as a world leader in scientific research.



The items required are low value and low risk, however, are critical to the life sciences UKRI undertake.

Due to the nature of the science that is being undertaken it often requires more than one supplier of an item to be available.

Bidders are advised that there is no commitment and that there will be no minimum order values for the duration of this Framework Agreement however, the table below provides an indication on historic spend and order volumes placed via the eMarketplace against the current Framework and Appendix J – UKRI Sites provides an overview of all sites that Bidders may be requested to deliver to.

	<b>2021-2022</b>	<b>2022-2023</b>	<b>Average</b>
<b>Total Value</b>	£3,409,929.71	£3,848,973.87	£3,629,451.79
<b>Annual Volume of orders</b>	32794	35675	34234.5
<b>Weekly Volume of orders</b>	631	686	658.5
<b>Average order value</b>	£103.98	£107.89	£105.94

### **Lotting Structure**

UKRI envisages appointing the following maximum number of suppliers to this framework and subsequent Sub Lots:

<b>Molecular Biology and Laboratory Chemicals products</b>		<b>Maximum Suppliers per Lot / Sub Lot</b>
<b>Lot 1 – Nucleic Acid Manipulation</b>		
Sub-Lot 1.1	Restriction endonucleases	<b>12</b>
	Modifying enzymes	
	DNA Labelling kits	
	PCR reagents	
	Nucleotides	
	qRT-PCR reagents	
	cDNA synthesis kits	
Sub-Lot 1.2	DNA and RNA purification kits and reagents	<b>12</b>
	DNA and RNA extraction kits and reagents	
Sub-Lot 1.3	DNA Ladders	<b>11</b>
	DNA intercalants and stains	
Sub-Lot 1.4	Competent cells	<b>10</b>
	Antibiotics	
	Expression vectors	
	Cloning vectors and kits	
	Plasmid mutagenesis vectors and kits	
	Next Generation sequencing reagents	<b>10</b>

Sub Lot 1.5	Library Preparation Kits	
<b>Lot 2 – Protein Manipulation</b>		
Sub-lot 2.1	Precast gels	<b>9</b>
	Acrylamide (Gel running buffers)	
	Protein ladders	
	Protein stains and detection reagents	
Sub lot 2.2	Protein extraction kits	<b>8</b>
	Immunoprecipitation kits	
Sub-Lot 2.3	Growth Factors	<b>10</b>
	Enzymes	
Sub-Lot 2.4	Protein expression and purification kits and reagents	<b>9</b>
Sub-Lot 2.5	Chromatography Resins	<b>10</b>
Sub-Lot 2.6	Immunoassays	<b>7</b>
Sub-Lot 2.7	Proteins / Recombinant proteins	<b>7</b>
<b>Lot 3 – Cell and Tissue Culture</b>		
Sub-lot 3.1	Culture Media	<b>11</b>
	Cell and tissue dissociation reagents	
	Animal serum	
	Transfection reagents	
Sub-Lot 3.2	Cellular and biochemical assays	<b>6</b>
Sub-Lot 3.3	Flow Cytometry	<b>7</b>
	Cell Separation	
Sub-Lot 3.4	Immunohistochemistry kits	<b>6</b>
	Fixatives and permeabilization chemicals	
	Stains and counterstains	
<b>Lot 4 – Antibiotics</b>		
	Antibiotics for invitro use	<b>7</b>
<b>Lot 5 –Chemicals &amp; Solvents</b>		
Sub-Lot 5.1	Duty Free Chemicals	<b>4</b>
Sub-Lot 5.2	Duty Paid Chemicals	<b>4</b>
<b>Lot 6 – Fine Chemicals</b>		
	Fine Chemicals	<b>7</b>
<b>Lot 7 – Controlled Drugs, Schedule 5, Toxins &amp; Bioactive small molecules/Inhibitors</b>		
	Controlled Drugs, Schedule 5, Toxins & Bioactive small molecules/Inhibitors	<b>3</b>
<b>Lot 8 – Stable Isotopes</b>		
	Stable Isotopes	<b>3</b>
<b>Lot 9 – Biological Buffers</b>		
	Biological Buffers	<b>6</b>

Bidders may bid for one or multiple Lots / Sub Lots on the Framework as they see fit. If Successful in being appointed to the Framework, the appointment will be specific to the Lot / Sub Lot that the Supplier was successful in, and Supplies can only be provided against the successful Lot(s) / Sub Lot(s).

Successful Suppliers are not allowed to provide Supplies against Lot(s) / Sub Lot(s) that they are not awarded on to.

Where UKRI Customers are buying large volumes of Supplies, they will be encouraged to run a formal Electronic Request for Quotation (ERFQ) with all Suppliers on the relevant Lot / Sub Lot to try and leverage greater discounts, even though it is possible to undertake a Direct Award based on the offering in the eMarketplace.

### **Scope and Requirements**

This specification is for the provision of the UK Research and Innovation GSS23744 Molecular Biology and Laboratory Chemicals Framework Agreement

This section of the specification details general requirements that all Bidders will be asked to conform to for the duration of the Framework Agreement, these elements will apply to all Lots and Sub Lots.

Lot Specific details can be found within the Lot Breakdown section of the Specification.

This Framework Agreement comprises of 9 lots as follows:

- Lot 1** – Nucleic Acid Manipulation
- Lot 2** – Protein Manipulation
- Lot 3** – Cell and Tissue Culture
- Lot 4** – Antibiotics
- Lot 5** – Chemicals and Solvents
- Lot 6** – Fine Chemicals
- Lot 7** – Controlled Drugs, Schedule 5, Toxins & Bioactive small molecules / Inhibitors
- Lot 8** – Stable Isotopes
- Lot 9** – Biological Buffers

### **Definitions**

**Purchase Order** – for the purpose of the Specification we define the term Purchase Order as the formal communication issued to the Supplier, confirming UKRI's intention to purchase Supplies.

**eMarketplace** – for the purposes of this Framework Agreement, an eMarketplace will be defined as any computer-based platform that contains the Supplier Sourcing Pricing Schedule, from which UKRI may place orders.

**Electronic Request for Quotation (ERFQ)** – This is functionality within the eMarketplace that customers may decide to utilise if they are looking to buy Supplies in large quantities. Any ERFQ will be automatically sent to the relevant Suppliers on the Lot / Sub Lot via the eMarketplace.

## **Pricing Structure & Pricing Evaluation**

The pricing structure for all Lots and Sub-lots will comprise of two (2) elements:

- AW5.2 – Representative Pricing Schedule
- AW5.7 – Sourcing Pricing Schedule

### **Representative Pricing Schedule:**

The Representative Pricing Schedule will be used for evaluation purposes and has been compiled based on items that any Successful Supplier will be required to provide during this Framework.

On the basis that all the specified items within the Representative Pricing Schedule will be required, Bidders must submit a List and Discounted Framework price for every item specified or offer an Alternative, Equal Equivalent.

Bidders are advised that Alternative, Equal Equivalent will be deemed compliant where they are a like for like and functional equivalent.

All Alternative, Equal Equivalent items proposed will be review and assessed by an independent and technically qualified person to ensure compliance. Where required the Bidder must be prepared to submit on request, a copy of the technical data sheet to confirm the item is compliant and Equal Equivalent.

Bidders may be disqualified if an Alternative, Equal Equivalent item they have specified is not a like for like and functional equivalent item. The independent assessors' decisions on compliance will be final and therefore, where Bidders wish to ensure compliance prior to submitting their bid response, they are reminded that they are able to seek clarification within the Timescales detailed in Section 3 of this RFP tender documentation. Should a Bidder seek clarification on compliance of an Alternative, Equal Equivalent item, this would be deemed as Commercially Sensitive and would not be shared as part of the main round of Clarification Questions and Responses.

### **Sourcing Pricing Schedule:**

The Sourcing Pricing Schedule is defined as any Supplies that the Bidder would wish to supply that fall under the relevant Lot or Sub Lot that they are applying for. When submitting your Sourcing Pricing Schedule, bidders are reminded to include all items that have been included the accompanying Lot or Sub Lot Representative Pricing Schedule. Bidders will be able to submit further products that fall under the relevant Lot or Sub Lot that they are awarded to at any point during the lifespan of the Framework.

The Sourcing Pricing Schedule will not be scored as part of the evaluation of this Framework Agreement.

Once the Framework is concluded, the Sourcing Pricing Schedule offerings must be made available for purchasing to UKRI via the eMarketplace, (currently Advanced).

All values entered on both the Representative and Sourcing Pricing Schedules must be exclusive of standard delivery.

### **Framework Pricing Management**

Bidders must continually seek to offer UKRI Best Value for Money, to support this we are able to accept price reductions on Supplies at any point during the term of the Framework.

**All prices submitted within the AW5.2 Representative Pricing Schedules and Sourcing Pricing Schedules must be capped for 12 months. Further to this, prices may be reviewed during the annual review period (in line with the rate of CPI) or on an exceptional case by case basis where justifications supporting any increases must be provided. The prices of any additional items added during the term of the Framework will also be capped and managed under the same conditions as detailed above in alignment with the Framework Agreement terms.**

Suppliers will be at liberty to reduce any prices submitted within the Sourcing Pricing Schedules for the entirety of the Framework Agreement. This should be carried out on a monthly basis as directed by the UKRI Contract Manager.

Where Suppliers have special offers or price promotions they wish to apply for a specific period, these must be approved by the Contract Manager prior to being advertised.

### **Representative Pricing Schedule Bidder Conference**

Should Bidders wish to seek absolute clarity on how to complete the AW5.2 Representative Pricing Schedules, UKSBS will be holding two online Bidder Conferences on **Monday 8th April 2024 at 14:00hrs** and **Monday 15th April 2024 at 14:00hrs**.

The duration of the Bidder Conference will be approximately 1 hour.

**Please note that a maximum of two representatives per organisation is permitted.**

If you wish to attend either of these sessions, please confirm your attendance by emailing [coreservices@uksbs.co.uk](mailto:coreservices@uksbs.co.uk) ensuring that the subject heading includes **GSS23744 – Bidder Conference**, providing your preferred date and the name(s) and email address(es) of those wishing to attend no later than:

- **13:00hrs on Monday 8<sup>th</sup> April 2024 for the conference scheduled for 14:00hrs on 08/04/2024.**
- and
- **13:00hrs on Monday 15<sup>th</sup> April 2024 for the conference scheduled for 14:00hrs on 15/04/2024.**

UKSBS will then respond providing a link to access the Conference with confirmed attendees.

**Bidders are advised that during the conference, UKSBS will not discuss any other element of this tender and Bidders are therefore advised to raise a formal clarification during the permitted clarification period as specified in Section 3 – Timescales.**

## **Delivery Definitions**

**Standard delivery** – this is defined as delivery within 1 - 3 days of receipt of order. Standard deliveries are to be free of charge and where possible consolidated to ensure cost efficiency and environmental considerations. Standard deliveries and consolidated deliveries are to be delivered to the address and postcode stipulated on the Purchase Order

**Express deliveries** – This is defined as a 24-hr delivery timescale upon receipt of Purchase Order and will be charged at £10 delivery fee per order. If Express delivery is requested this will be printed on the Purchase Order. The cut off time for express deliveries will be 4.00pm. Any order received after this time will be assumed as received by 9.00 am the following day.

**Dry Ice** – Where products are required to be shipped / delivered in Dry Ice, the maximum price the supplier shall charge is £30 excluding VAT, this value will be capped for 12 months. Following this initial term, Dry Ice prices may be reviewed during the annual review period (in line with the rate of CPI) or on an exceptional case by case basis where justifications supporting any increases must be provided.

## **Delivery**

Standard delivery will not be charged on any order placed through this framework.

The Supplier's delivery obligations must be in accordance with UKRI's requirements as communicated within the Delivery Definitions.

The Supplier must provide a full UK National delivery service, including Northern Ireland and offshore Islands. For the avoidance of doubt, including Isle of Man and the Channel Islands.

Unless agreed by UKRI at Purchase Order stage, part delivery will not be acceptable.

The Supplier shall endeavour, directly and through sub-contractors and other partners, to utilise the most carbon efficient means of transporting goods to site from their source, to reduce the carbon impact of transportation. No flights are to be used to transport goods without prior approval of UKRI.

## **Order Processing**

The Supplier must ensure that they are able to provide the following ordering processing options which allows UKRI personnel to place orders via each of the following methods:

- Telephone
- E-mail
- Online / web-based order form.

The Supplier must not despatch or supply any Supplies to UKRI without an official Purchase Order.

## **Minimum Order Quantities**

There will be no minimum order values for the duration of this Framework Agreement

### **Economic Order Quantities**

At Purchase Order stage, the Supplier must notify UKRI of the most economical way to acquire the quantity of Supplies they require, giving consideration to the Economic Order Quantity. For the purpose of this Framework, Economic Order Quantity is defined as the 'most cost-effective way for UKRI to order Supplies, taking into consideration quantities ordered, frequency of deliveries and value of order'.

### **Packaging**

The Supplier should take all steps to ensure that all packaging is minimised, recycled and recyclable where applicable. UKRI will be seeking Suppliers to continuously improve on the level of sustainability of the packaging materials used over the duration of the Framework Agreement.

The Supplier must provide all packaging in conformance with the Packaging Directive as detailed:

<https://www.gov.uk/topic/environmental-management/waste>

### **Product Labels**

All deliveries, including consolidated deliveries must be labelled with the following:

1	Item Description
2	Package Quantity
3	Weight of package (Kg)
4	Suppliers Name
5	Contract Number
6	Order Number
7	Customer Reference
8	Date of supply
9	Chain of Custody number (if applicable)

At Purchase Order stage UKRI may request the Supplier to issue Dispatch notes.

Where Suppliers are consolidating deliveries, they must ensure that each individual package is clearly labelled with the Purchase Order Number and Customer Reference to allow for quick and easy distribution.

Where appropriate, Labelling and Barcodes should be provided to support with efficient handling and minimise the risk of orders being lost or mixed up.

### **Fit for Purpose**

All Supplies provided by the Supplier for the duration of this Framework Agreement are to be Fit for Purpose.

Fit for Purpose is defined as: Appropriate and of a necessary standard for its intended purpose.

### **Availability of Supplies**

In the event of Supplies being unavailable, the Supplier must notify UKRI on the same day or within 24 hours of a Purchase Order being received. The Supplier must offer equivalent Supplies of a higher specification at the same price unless otherwise agreed with UKRI at the Purchase Order stage.

UKRI reserves the right to cancel any order where the Supplier is unable to offer a suitable alternative.

UKRI may restrict the use of some products within their organisation and will confirm these details at the Purchase Order stage.

Where Suppliers are aware of limited availability in advance on any of their Supplies, they are required to update the details within the eMarketplace to alert UKRI at purchasing stage. Where applicable, Suppliers may offer contact details for UKRI to call to access availability before ordering.

### **Variation or Discontinuation of Supplies**

Where the Supplier needs to make a change to any Supplies they offer, this must be communicated to the Contract Manager prior to any changes being carried out.

Where a change to any Supplies offered on the eMarketplace affects UKRI, the Supplier must ensure that they have communicated all changes to the Contract Manager prior to any changes being submitted for approval.

Where the Supplier proposes new or alternate products to replace or supplement Supplies on the eMarketplace and Sourcing Pricing Schedule, this will be subject to the approval by the Contract Manager.

Where the Supplier proposes to discontinue or delete products from the eMarketplace or their Sourcing Pricing Schedule, this must be communicated to the Contract Manager a minimum of 6 weeks prior to any changes being carried out. The Supplier must ensure that the Contract Manager has advance notice of these changes and any promotional pricing discounts that will apply. Full details of the Discontinuation Policy / Process which must be followed can be found within Appendix F.

### **Cancellation Policy**

The Supplier must provide a free of charge cancellation policy for any Supplies cancelled prior to dispatch.

Where the Supplier has dispatched Supplies, all returns will be subject to the Returns Policy detailed below.

### **Returns Policy**

The Supplier must accept returns within 28 days of the delivery date where items are returned unused, in a saleable condition, with their original packaging and with all component parts and any promotional items.

In the event of a return due to purchasing error within 28 days, the Supplier must offer a full refund excluding the delivery charge (where applicable) identified on the Invoice.



### **Faulty / Defective Supplies**

Where the Supplier issues a faulty or inaccurate product, the Supplier must provide UKRI with a full refund or replacement Supplies within 48 hours, or as agreed with UKRI.

The Supplier must provide replacement Supplies and delivery as per the original Purchase Order free of charge.

In the event the Supplier identifies a quality defect with delivered Supplies, the Supplier must contact affected UKRI customers at the point the defect is discovered to arrange recall and cessation of all affected goods.

Full details of the defects policy / process which must be followed can be found within Appendix H – Quality Management Process.

### **Quality**

The Supplier must ensure that all Supplies are Fit for Purpose and meet the relevant statutory legislation e.g., all relevant British or European Standards or other International Standards where applicable (including CE marking).

Applicable standards can be found online at:

<http://www.bsigroup.com/en-GB/>

<http://www.iso.org/iso/home.htm>

### **Guarantees and Warranties**

The Supplier must provide manufacturers free standard guarantees on all Supplies provided to UKRI.

The Supplier may be requested to provide additional Warranty Periods which shall be agreed between the Supplier and UKRI at the Purchase Order stage.

### **Supplies Compatibility**

UKRI may require Suppliers to provide Supplies which are compatible with existing Supplies. If this is required, it will be clearly defined at the Purchase Order stage.

### **Government Buying Standards**

All Supplies under this Framework Agreement must comply with any relevant Government Buying Standards. Evidence of compliance in accordance with the Standards may be required where applicable and must be provided when requested by UKRI.

Details of all current buying standards can be found at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

The Government Buying Standards are updated and supplemented periodically; Suppliers must ensure that all Supplies provided under this Framework maintain compliant to the current and emerging mandatory criteria over the duration of the Framework.

### **Sustainable Product Offering**

The Supplier must ensure that they directly and through sub-contractors and other partners, seek to avoid using virgin and / or finite resources as far as practicable, and look to use materials and products that are from recycled and renewable sources.

### **Waste**

The Supplier must always ensure that all current and relevant waste legislation is met when dealing with any waste in relation to this framework. It is also the Supplier's responsibility to ensure that any 3rd party or subcontractor used directly for this Framework is always also legally compliant. This includes any updates, amendments, or changes to any relevant legislation throughout the life of the Framework along with any new legislation that may come into force.

The Supplier must ensure that waste is taken to an authorised site for treatment or disposal. You must undertake reasonable checks on a regular basis to ensure this. If at any time you or a third party has their licence, permit, exemption revoked they must inform The Contract Manager immediately and cease to carry and / or receive the waste, until they become authorised again.

## **FRAMEWORK MANAGEMENT AND OPERATIONAL SUPPORT**

### **Customer Pre-Sales & After-Sales Support**

The Supplier must assign as a minimum a dedicated named account team or dedicated named sales personnel to support the management and delivery of the Framework Agreement, as well as being able to assist the co-ordination of services, encompassing supply, logistics, problem resolution, legislative, safety and technical support.

The Supplier must provide a dedicated free of charge helpline available Monday to Friday between 0900 and 1730 hours for UKRI. The purpose being to assist with for example: sales support, legislative, safety and technical support.

### **eMarketplace**

At present the eMarketplace used by UKRI is Advanced - Science Warehouse.

Bidders must note that there may be a standard charge applicable to Suppliers registered with Advanced, this is charged on an annual basis and is paid directly to Advanced.

### **Cataloguing (eMarketplace (or replacement))**

Successful Suppliers will be required to upload their Sourcing Pricing Schedule as a Catalogue onto the eMarketplace.

The Supplier must provide the catalogue in an electronic on-line format which is compatible with Appendix D – eMarketplace Standard Data Requirements.

The following information, as a minimum, shall be included in the catalogue:

- A generic index covering all the line items i.e. Catalogue Number;
- The telephone number and e mail address of the Supplier customer support help desk; In respect of the individual line items:
- A product specific photographic image or other appropriate representation where applicable;
- A short description;
- The name of the manufacturer (where appropriate);
- Manufacturers Code
- The product code number;
- The denomination of quantity;
- The price of the line item based on the denomination of quantity excluding VAT;
- Sustainable product alternative (where applicable);
- Identify Government Buying Standard Compliance (where applicable);
- Identify an Ecolabel (where applicable);
- Safety Information data sheet where applicable, this may include but is not limited to Control of Substances Hazardous to Health Regulations and safe usage instructions;
- Provide Technical Data Sheet with products (where available);
- Availability if outside of Standard delivery
- Recyclability of product

The catalogue structure for the Contracting Authorities current eMarketplace will require the completion of a catalogue builder file by the Supplier. See Appendix D – eMarketplace Standard Data Requirements. This will be the Master File which will include: all items, prices, category codes and product reference numbers.

The Supplier is responsible for the provision and support of the necessary infrastructure required to implement the on-line solution and for any associated running costs throughout the Framework term.

The Supplier is required to work with UKRI during the Contract Period to review the overall Catalogue so that it continually reflects the highest volume items bought. The Supplier should also support UKRI to identify further opportunities to rationalise and standardise the Supplies included in the Catalogue, in addition to suggesting additional items to be considered for inclusion due to developments within the market.

The Supplier must implement any changes to the Online Catalogue within two working days of any such amendment being agreed by the Contract Manager and the Supplier.

### **Contract Management Module – Advanced**

The Supplier must codify all Master file items by utilising the Contract Management Module as detailed in Appendix E – Contract Management Module. Upon full acceptance of the Online catalogue the Supplier must upload the Contract Management module to the whole of the Master File Catalogue.

The “Contract Management Module” is completed with the applicable contract number and the relevant lot e.g. GSS23744 – Lot 1

As and when any further items are added to the Framework Catalogue the Contract Management Module must be utilised.

The Supplier must implement any changes to the Online Catalogue within two working days of any such amendment being agreed by UKRI and the Supplier.

### **Framework Contract Management**

UKRI intends to undertake Supplier Review Meetings (SRMs) quarterly. During these meetings, Suppliers will be audited against the Key Performance Indicators detailed below and within Appendix C – MI and KPI Data. KPI's are subject to change throughout the duration of the Framework agreement in collaboration with the Supplier.

### **Key Performance Indicators**

KPI	Description	Method and Frequency of Measurement	Action
Timeliness of Delivery	98% of deliveries were on time within this quarter	To be monitored by supplier and presented as part of MI pack to be reviewed at CM meetings	1. Improvement Plan 2. 5% Service Credit against the value of late orders outside of the specified 98% performance level required for the quarter.
Accuracy of Delivery	98% of products supplied within this quarter were the specific items requested	To be monitored by supplier and presented as part of MI pack to be reviewed at CM meetings	1. Improvement Plan 2. 5% Service Credit against the value of incorrect items outside of the specified 98% performance level required
Accuracy of Price Files	98% of submitted price updates within this quarter followed the Price File process, and any errors were addressed and corrected within 3 working days	To be monitored by the Contract Manager	Improvement Plan
Invoicing	100% of invoices match purchase order on first submission.	Finance Invoice Reconciliation Exception Reporting	Improvement Plan
MI Reporting	100% of MI reports were submitted when requested by the Contract Manager (this will be on a quarterly basis)	To be monitored by Contract Manager	Improvement Plan
Query Resolution	95% of customer queries resolved within 5 working days of receipt	To be monitored by supplier and presented as part of MI pack to be reviewed at CM meetings	Improvement Plan
Quality Defects	Maximum defect rate of 2% per annum	To be monitored by supplier and presented as part of MI pack to be reviewed at CM meetings	Improvement Plan

### **The evaluation and monitoring of Social Value and Environmental considerations under this Framework**

Based on the spend profiling exercise which has been undertaken to support this Framework, it is unlikely that there will be any call offs that meet the (PCR 2015) Part 2 procurement thresholds, however it is not unreasonable in the realms of best practice to apply this criteria, especially given the spend profile available to successful Suppliers awarded a Contract under this Framework is highly likely to exceed the Part 2

procurement Threshold on a rolling basis throughout any term and any extension options adopted.

UKRI has therefore due to the potential value of this opportunity, adopted under relevant and proportionate grounds to measure Social Value and Environmental impactors at the Award stage of this Framework, as the concluded Framework Contracts awarded under this Framework Agreement will be in the mainstay, commitments for high volume, low value requirements, which in most instances will be Contracting Authorities end users self-serving online via catalogues for off the shelf proprietary supplies, therefore it would be deemed as unrealistic and overburdensome on any Framework Supplier to evaluate Social Value or Environmental submissions at each and every individual Call-Off order stage.

UKRI takes Social Value and the worlds Environment very seriously and therefore wants to ensure all Suppliers awarded onto the Framework would also support the Social Value Priorities covered by PPN 06/20, as well as Environmental impactors throughout the life of this Framework as a valued contributor towards Government goals and direction.

Any declarations made, commitments or plans submitted within the Social Value, Environmental criteria will be continually monitored through KPIs and Quarterly Review Meetings as part of our commitment to ongoing Contract Management deliverables.

Should any Supplier fail to meet its commitments under this obligation, then this may result in the Supplier being removed from the Framework.

### **Social Value reporting requirements**

The Contracting Authority will expect awarded Suppliers to be prepared to:

- provide delivery plans and reporting of impacts and performance of social value to Additional Client (e.g. method statements and Success Measures), as may be required.
- provide delivery plans and reporting of impacts and performance of social value to UKRI throughout the life of this Framework Agreement.
- The Supplier shall provide evidence that waste package recycling is taking place and provide statistics on waste package recycling.

## **LOT BREAKDOWN**

### **Lot Specific Requirements – Lot 1: Nucleic Acid Manipulation**

UKRI wish to purchase a range of products used for Nucleic Acid Manipulation. The range has been divided into 5 subcategories which includes but is not limited to the below products.

The range of Nucleic Acid Manipulation products will fall into the below sub lots:

#### **Sub Lot 1.1**

- Restriction endonucleases

- Modifying enzymes
- DNA Labelling Kits
- PCR Reagents
- Nucleotides
- qRT – PCR reagents
- cDNA synthesis kit

#### **Sub Lot 1.2**

- DNA and RNA purification Kits and reagents
- DNA and RNA extraction kits and reagents

#### **Sub Lot 1.3**

- DNA Ladders
- DNA intercalants and stains

#### **Sub Lot 1.4**

- Competent cells
- Antibiotics
- Expression vectors
- Cloning vectors and kits
- Plasmid mutagenesis vectors and kits

#### **Sub Lot 1.5**

- Next Generation sequencing reagents
- Library Preparation Kits

UKRI reserve the right to expand the Supplies covered under this Lot and Sub Lots. If additional Supplies are confirmed as being defined as Nucleic Acid Manipulation, UKRI will notify all awarded Suppliers to the relevant Lot or Sub Lot and allow for updates to be made to the Sourcing Price Schedule and eMarketplace.

UKRI may request the Supplier to Source products outside of the scope of the Representative List. The Sourced Offering may be subject to a Further Competition or ERFQ.

UKRI may require additional services which will be determined at the order stage. The scope of additional services will be defined by the range of Nucleic Acid Manipulation.

The Supplier must provide general and specific safety, technical and legislative support across the range of products categories.

Technical data sheets must be supplied by the Supplier in soft and / or hard copies at UKRI's request.

The Supplier must provide all packaging in conformance with the Packaging Directive as detailed:

<https://www.gov.uk/topic/environmental-management/waste>

## **LOT Specific Requirements: Lot 2 – Protein Manipulation**

UKRI wish to purchase a range of products used for Protein Manipulation. The range has been divided into 7 subcategories which includes, but is not limited to the below products.

The range of Protein Manipulation products will fall into the below sub lots:

### **Sub Lot 2.1**

- Precast gels
- Acrylamide (Gel running buffers)
- Protein ladders
- Protein stains and detection reagents

### **Sub Lot 2.2**

- Protein extraction kits
- Immunoprecipitation kits

### **Sub Lot 2.3**

- Growth Factors
- Enzymes

### **Sub Lot 2.4**

- Protein expression and purification kits and reagents

### **Sub Lot 2.5**

- Chromatography Resins

### **Sub Lot 2.6**

- Immunoassays

### **Sub Lot 2.7**

- Proteins / Recombinant proteins

UKRI reserve the right to expand the Supplies covered under this Lot and Sub Lots. If additional Supplies are confirmed as being defined as Protein Manipulation, UKRI will notify all awarded Suppliers to the relevant Lot or Sub Lot and allow for updates to be made to the Sourcing Price Schedule and eMarketplace.

UKRI may request the Supplier to Source products outside of the scope of the Representative List. The Sourced Offering may be subject to a Further Competition or ERFQ.

UKRI may require additional services which will be determined at the Order stage. The scope of the additional services will be defined by the range of Protein Manipulation.

The Supplier must provide general and specific safety, technical and legislative support across the range of products categories.

Technical data sheets must be supplied by the Supplier in soft and / or hard copies at UKRI's request.

The Supplier must provide all packaging in conformance with the Packaging Directive as detailed:

<https://www.gov.uk/topic/environmental-management/waste>

### **LOT Specific Requirements: Lot 3 – Cell and Tissue Culture**

UKRI wish to purchase a range of products used for Cell and Tissue Culture. The range has been divided into 4 subcategories which includes, but is not limited to the below products.

The range of Cell and Tissue Culture products will fall into the below sub lots:

#### **Sub Lot 3.1**

- Culture Media
- Cell and tissue dissociation reagents
- Animal serum
- Transfection reagents

#### **Sub Lot 3.2**

- Cellular and biochemical assays

#### **Sub Lot 3.3**

- Flow Cytometry
- Cell Separation

#### **Sub Lot 3.4**

- Immunohistochemistry kits
- Fixatives and permeabilization chemicals
- Stains and counterstains

UKRI reserve the right to expand the Supplies covered under this Lot and Sub Lots. If additional Supplies are confirmed as being defined as Cell and Tissue Culture, UKRI will notify all awarded Suppliers to the relevant Lot or Sub Lot and allow for updates to be made to the Sourcing Price Schedule and eMarketplace.

UKRI may request the Supplier to Source products outside of the scope of the Representative List. The Sourced Offering may be subject to a Further Competition or ERFQ.

UKRI may require additional services which will be determined at the Order stage. The scope of the additional services will be defined by the range of Cell and Tissue Culture.



The Supplier must provide general and specific safety, technical and legislative support across the range of products categories.

Technical data sheets must be supplied by the Supplier in soft and / or hard copies at UKRI's request.

The Supplier must provide all packaging in conformance with the Packaging Directive as detailed:

<https://www.gov.uk/topic/environmental-management/waste>

### **LOT Specific Requirements: Lot 4 – Antibiotics**

UKRI wish to purchase a range of Antibiotics for invitro use.

#### **Lot 4**

- Antibiotics for invitro use.

UKRI reserve the right to expand the Supplies covered under this Lot. If additional Supplies are confirmed as being defined as Antibiotics, UKRI will notify all awarded Suppliers to the relevant Lot and allow for updates to be made to the Sourcing Price Schedule and eMarketplace.

UKRI may request the Supplier to Source products outside of the scope of the Representative List. The Sourced Offering may be subject to a Further Competition or ERFQ.

UKRI may require additional services which will be determined at the Order stage. The scope of the additional services will be defined by the range of Antibiotics.

The Supplier must provide general and specific safety, technical and legislative support across the range of products categories.

Technical data sheets must be supplied by the Supplier in soft and / or hard copies at UKRI's request.

The Supplier must provide all packaging in conformance with the Packaging Directive as detailed:

<https://www.gov.uk/topic/environmental-management/waste>

### **LOT Specific Requirements: Lot 5 – Chemicals and Solvents**

UKRI wish to purchase a range of Chemicals and Solvents.

#### **Sub Lot 5.1**

- Duty Free Chemicals

**Sub Lot 5.2**

- Duty Paid Chemicals

UKRI reserve the right to expand the Supplies covered under this Lot and Sub Lots. If additional Supplies are confirmed as being defined as Chemicals and Solvents, UKRI will notify all awarded Suppliers to the relevant Lot or Sub Lot and allow for updates to be made to the Sourcing Price Schedule and eMarketplace.

UKRI may request the Supplier to Source products outside of the scope of the Representative List. The Sourced Offering may be subject to a Further Competition or ERFQ.

UKRI may require additional services which will be determined at the Order stage. The scope of the additional services will be defined by the range of Chemicals and Solvents.

The Supplier must provide general and specific safety, technical and legislative support across the range of products categories.

Technical data sheets must be supplied by the Supplier in soft and / or hard copies at UKRI's request.

The Supplier must provide all packaging in conformance with the Packaging Directive as detailed:

<https://www.gov.uk/topic/environmental-management/waste>

**LOT Specific Requirements: Lot 6 – Fine Chemicals**

UKRI wish to purchase a range of Fine Chemicals

**Lot 6**

- Fine Chemicals

UKRI reserve the right to expand the Supplies covered under this Lot. If additional Supplies are confirmed as being defined as Fine Chemicals, UKRI will notify all awarded Suppliers to the relevant Lot and allow for updates to be made to the Sourcing Price Schedule and eMarketplace.

UKRI may request the Supplier to Source products outside of the scope of the Representative List. The Sourced Offering may be subject to a Further Competition or ERFQ.

UKRI may require additional services which will be determined at the Order stage. The scope of the additional services will be defined by the range of Fine Chemicals.

The Supplier must provide general and specific safety, technical and legislative support across the range of products categories.

Technical data sheets must be supplied by the Supplier in soft and / or hard copies at UKRI's request.

The Supplier must provide all packaging in conformance with the Packaging Directive as detailed:

<https://www.gov.uk/topic/environmental-management/waste>

### **LOT Specific Requirements: LOT 7 – Controlled Drugs, Schedule 5, Toxins & Bioactive Small Molecules / Inhibitors**

UKRI wish to purchase a range of drugs, bioactive small molecules and Inhibitors.

#### **Lot 7**

- Controlled Drugs, Schedule 5, Toxins & Bioactive Small Molecules / Inhibitors

UKRI reserve the right to expand the Supplies covered under this Lot. If additional Supplies are confirmed as being defined as Controlled Drugs, Schedule 5, Toxins & Bioactive Small Molecules / Inhibitors, UKRI will notify all awarded Suppliers to the relevant Lot and allow for updates to be made to the Sourcing Price Schedule and eMarketplace.

UKRI may request the Supplier to Source products outside of the scope of the Representative List. The Sourced Offering may be subject to a Further Competition or ERFQ.

UKRI may require additional services which will be determined at the Order stage. The scope of the additional services will be defined by the range of Controlled Drugs, Schedule 5, Toxins & Bioactive Small Molecules / Inhibitors,

The Supplier must provide general and specific safety, technical and legislative support across the range of products categories.

Technical data sheets must be supplied by the Supplier in soft and / or hard copies at UKRI's request.

The Supplier must provide all packaging in conformance with the Packaging Directive as detailed:

<https://www.gov.uk/topic/environmental-management/waste>

### **LOT Specific Requirements: LOT 8 – Stable Isotopes**

UKRI wish to purchase a range of Stable Isotopes.

#### **Lot 8**

- Stable Isotopes

UKRI reserve the right to expand the Supplies covered under this Lot. If additional Supplies are confirmed as being defined as Stable Isotopes, UKRI will notify all awarded

Suppliers to the relevant Lot and allow for updates to be made to the Sourcing Price Schedule and eMarketplace.

UKRI may request the Supplier to Source products outside of the scope of the Representative List. The Sourced Offering may be subject to a Further Competition or ERFQ.

UKRI may require additional services which will be determined at the Order stage. The scope of the additional services will be defined by the range of Stable Isotopes.

The Supplier must provide general and specific safety, technical and legislative support across the range of products categories.

Technical data sheets must be supplied by the Supplier in soft and / or hard copies at UKRI's request.

The Supplier must provide all packaging in conformance with the Packaging Directive as detailed:

<https://www.gov.uk/topic/environmental-management/waste>

### **LOT Specific Requirements: LOT 9 – Biological Buffers**

UKRI wish to purchase a range of Biological Buffers.

#### **Lot 9**

- Biological Buffers

UKRI reserve the right to expand the Supplies covered under this Lot. If additional Supplies are confirmed as being defined as Biological Buffers, UKRI will notify all awarded Suppliers to the relevant Lot and allow for updates to be made to the Sourcing Price Schedule and eMarketplace.

UKRI may request the Supplier to Source products outside of the scope of the Representative List. The Sourced Offering may be subject to a Further Competition or ERFQ.

UKRI may require additional services which will be determined at the Order stage. The scope of the additional services will be defined by the range of Biological Buffers.

The Supplier must provide general and specific safety, technical and legislative support across the range of products categories.

Technical data sheets must be supplied by the Supplier in soft and / or hard copies at UKRI's request.

The Supplier must provide all packaging in conformance with the Packaging Directive as detailed:

<https://www.gov.uk/topic/environmental-management/waste>

**Framework Duration**

The Framework duration shall be for a period of three (3) years with the option to extend for a further one (1) year period from commencement of the Framework.

**Framework Value**

The estimated value of this Framework across all Lots and Suppliers is £16,000,000.00 excluding VAT.

Bidders are advised that there is no commitment and there will be no minimum order values for the duration of this Framework Agreement.

**Terms and Conditions**

As part of your Bid Submission, Bidders will be asked to confirm compliance within question AW4.1 to the Framework Terms and Conditions.

If upon review, Bidders may wish to request modifications to the Framework Terms and Conditions, these modification requests can be submitted during the Clarification Period for review and consideration.

Bidders are to note that in alignment with the bidder guidance within question AW4.1, the Contracting Authority will only review modifications to the Framework Terms and Conditions where they are on the grounds of statutory and legal matters.

At the point of bid submission, Bidders will be asked to confirm compliance to the Framework Terms and Conditions with the option for a Yes, No or No with Justification response.

- Bidders that respond Yes will Pass this question, and their bid submission will continue to be considered and evaluated.
- Bidders that respond No will Fail this question. Failing this question will mean that your bid submission will not be considered or evaluated further.
- Bidders that respond No with Justification will be required to provide a marked up copy of the Framework Terms for consideration with their submission. Again, bidders are to note that any amendments requested will only be considered where they are able to be justified on the grounds of statutory or legal matters. If following review of the proposed amendments, the Contracting Authority rejects any / all, then the Bidder will be asked to confirm their Compliance to the advertised Framework Terms or confirm they wish to withdraw their bid submission.

For absolute clarity, following bid submission there can be no allowance for any further requests for modifications or negotiations on the Framework Terms and Conditions.

If you are Successful in being awarded to this Framework, you will be expected to sign the Contract in compliance with your bid submission. Failure to do so may result in your Organisation being de-Awarded and your response disqualified.

## 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 UKSBS 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		
Evaluation Envelope	Q No.	Question subject
<b>Qualification Questionnaire Part 1: Potential Supplier Information</b>		
Section 1	1.1(a) – q	Contact details and declaration
<b>Qualification Questionnaire Part 2: Exclusion Grounds</b>		
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
<b>Qualification Questionnaire Part 3: Selection Questions</b>		
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	4.2	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
Section 8	8.3(a)(i) –(ii)	Modern Slavery
Part 3	SEL1.10	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.	

- 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**

<b>Evaluation Envelope</b>	<b>Q No.</b>	<b>Question subject</b>
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 Framework Agreement Terms
Qualification	AW4.2	Changes to Framework Agreement Terms
Qualification	PROJ1.1	Management Information
Qualification	PROJ1.3	Dedicated Contact for Queries
Qualification	PROJ1.4	Supplier Review Meetings (SRM)
Qualification	PROJ1.5	Electronic Request for Quote (ERFQ)
Qualification	PROJ1.6	Product Quality and Defects
Qualification	PROJ1.7	Quality Defects Process
Qualification	PROJ2.1	Query Acknowledgement
Qualification	PROJ2.2	Order Quantity
Qualification	PROJ2.3	Delay Notification
Qualification	PROJ3.1	Proof of Delivery
Qualification	PROJ3.2	Inconsistencies in Delivery
Qualification	PROJ3.3	Consolidate Deliveries
Qualification	PROJ3.4	Delivery Charges
Qualification	PROJ3.6	Labelling and Barcodes
Qualification	PROJ3.7	Discontinuation Process
Qualification	PROJ3.8	eMarketplace Content
Commercial	AW5.3	Firm and Fixed Price
Commercial	AW5.5	E Invoicing / iSupplier
Commercial	AW5.6	Open Book Policy
Commercial	PROJ4.2	Pricing Updates
Commercial	PROJ4.3	Justification for Price Increases
Commercial	PROJ4.4	Pricing on eMarketplace at the time of order placement
Commercial	PROJ4.5	eMarketplace Promotions
Commercial	PROJ4.6	Contract Management Module
Technical	AW6.1	Compliance to the Specification
Technical	AW6.2	Variable Bids
Social Value	SOC1.2	Green House Gasses
Social Value	SOC1.7	Modern Slavery Assessment Tool
-	-	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.	

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			
<b>Evaluation Justification Statement</b> 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.			
<b>Evaluation Envelope – Technical and Social Value: Applicable to All Lots</b>	<b>Q No.</b>	<b>Question subject</b>	<b>Maximum Marks</b>
Technical and Social Value	SOC1.4 – Social Value	Technical	5.00%
Technical and Social Value	SOC1.8 – Social Value	Technical	10.00%
<b>Evaluation Envelope Lot / Sub Lot</b>	<b>Q No.</b>	<b>Question subject</b>	<b>Maximum Marks</b>
Commercial – Sub Lot 1.1	Sub Lot 1.1 – AW5.2	Commercial	85.00%
Commercial – Sub Lot 1.2	Sub Lot 1.2 – AW5.2	Commercial	85.00%
Commercial – Sub Lot 1.3	Sub Lot 1.3 – AW5.2	Commercial	85.00%
Commercial – Sub Lot 1.4	Sub Lot 1.4 – AW5.2	Commercial	85.00%
Commercial – Sub Lot 1.5	Sub Lot 1.5 – AW5.2	Commercial	85.00%
Commercial – Sub Lot 2.1	Sub Lot 2.1 – AW5.2	Commercial	85.00%
Commercial – Sub Lot 2.2	Sub Lot 2.2 – AW5.2	Commercial	85.00%
Commercial – Sub Lot 2.3	Sub Lot 2.3 – AW5.2	Commercial	85.00%
Commercial – Sub Lot 2.4	Sub Lot 2.4 – AW5.2	Commercial	85.00%
Commercial – Sub Lot 2.5	Sub Lot 2.5 – AW5.2	Commercial	85.00%
Commercial – Sub Lot 2.6	Sub Lot 2.6 – AW5.2	Commercial	85.00%
Commercial – Sub Lot 2.7	Sub Lot 2.7 – AW5.2	Commercial	85.00%
Commercial – Sub Lot 3.1	Sub Lot 3.1 – AW5.2	Commercial	85.00%
Commercial – Sub Lot 3.2	Sub Lot 3.2 – AW5.2	Commercial	85.00%
Commercial – Sub Lot 3.3	Sub Lot 3.3 – AW5.2	Commercial	85.00%
Commercial – Sub Lot 3.4	Sub Lot 3.4 – AW5.2	Commercial	85.00%
Commercial – Lot 4	Lot 4 – AW5.2	Commercial	85.00%
Commercial – Sub Lot 5.1	Sub Lot 5.1 – AW5.2	Commercial	85.00%
Commercial – Sub Lot 5.2	Sub Lot 5.2 – AW5.2	Commercial	85.00%
Commercial – Lot 6	Lot 6 – AW5.2	Commercial	85.00%
Commercial – Lot 7	Lot 7 – AW5.2	Commercial	85.00%
Commercial – Lot 8	Lot 8 – AW5.2	Commercial	85.00%
Commercial – Lot 9	Lot 9 – AW5.2	Commercial	85.00%

## 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:

$$\text{Score} = \{\text{weighting percentage}\} \times \{\text{bidder's score}\} = 20\% \times 60 = 12$$

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

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

0	The Question is not answered, or the response is completely unacceptable.
10	Extremely poor response – they have completely missed the point of the question.
20	Very poor response and not wholly acceptable. Requires major revision to the response to make it acceptable. Only partially answers the requirement, with major deficiencies and little relevant detail proposed.
40	Poor response only partially satisfying the 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. As there will be multiple evaluators their individual scores and commentary will be recorded, then a consensus meeting will be convened by the evaluators to determine your score. Note this will include a chairperson or lead and all evaluators are of equal status.

### Example

Evaluator 1 scored your bid as 60

Evaluator 2 scored your bid as 60

Evaluator 3 scored your bid as 40

The convened meeting came to a consensus that the final recorded score to given to your submission against this question should be 60, with the justification and reasons for this score recorded.

Once the consensus process has been finalised, all justifications recorded and all non priced scores are agreed, this will then be subject to an independent commercial moderation review.

**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 ( $80/100 \times 50 = 40$ )

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.

## 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 UKSBS's procurement procedures.</li> <li>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.</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 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 and / Award criteria.</li> </ul>
Moderation meeting (if required to reach	<ul style="list-style-type: none"> <li>To review the outcomes of the Commercial review</li> <li>To agree final scoring for each Bid, relative rankings of the Bids</li> </ul>

an award decision)	<ul style="list-style-type: none"> <li>• To confirm contents of the Standstill letters to provide details of scoring and relative feedback on the unsuccessful Bidders response in comparison with the successful Bidders response</li> </ul>
Due diligence of the Bid	<ul style="list-style-type: none"> <li>• the Contracting Authority may request the following requirements at any stage of the Procurement: <ul style="list-style-type: none"> <li>○ Submission of insurance documents from the Bidder</li> <li>○ Request for evidence of documents / accreditations referenced in the / Request for Proposal response / Bid and / or Clarifications from the Bidder</li> <li>○ Taking up of Bidder references from the Bidders Customers.</li> </ul> </li> <li>• Financial Credit check for the Bidder</li> </ul>
Validation of unsuccessful Bidders	<ul style="list-style-type: none"> <li>• To confirm contents of the letters to provide details of scoring and meaningful feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.</li> </ul>

## Section 6 – Evaluation Response Questionnaires

### 6.1. 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/>**

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

### 6.2. 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/>**

**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 Framework for the provision of GSS23744 – UK Research and Innovation: Molecular Biology and Laboratory Chemicals Framework. 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 Supplies Framework Agreement being procured under the Open Procedure
- 7.1.2. The Contracting Authority is procuring the Framework for its exclusive use as detailed in the [Find a Tender](#) or [Contracts Finder](#) Notice.
- 7.1.3. 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.
- 7.1.4. 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.
- 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 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.
- 7.1.6. It remains the responsibility of the Bidder to keep UKSBS and the Contracting Authority informed of any matter that may affect continued qualification.
- 7.1.7. 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 reserve the right to purchase any Supplies (including those similar to the Supplies covered by this procurement) from any Supplier outside of this Framework Agreement.
- 7.1.9. The Contracting Authority reserves the right not to conclude a Framework 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 been sub-divided into Lots.

Molecular Biology and Laboratory Chemicals products		Maximum Suppliers per Lot / Sub Lot
<b>Lot 1 – Nucleic Acid Manipulation</b>		
Sub-Lot 1.1	Restriction endonucleases	<b>12</b>
	Modifying enzymes	
	DNA Labelling kits	
	PCR reagents	
	Nucleotides	
	qRT-PCR reagents	
	cDNA synthesis kits	
Sub-Lot 1.2	DNA and RNA purification kits and reagents	<b>12</b>
	DNA and RNA extraction kits and reagents	
Sub-Lot 1.3	DNA Ladders	<b>11</b>
	DNA intercalants and stains	
Sub-Lot 1.4	Competent cells	<b>10</b>
	Antibiotics	
	Expression vectors	
	Cloning vectors and kits	
	Plasmid mutagenesis vectors and kits	
Sub Lot 1.5	Next Generation sequencing reagents	<b>10</b>
	Library Preparation Kits	
<b>Lot 2 – Protein Manipulation</b>		
Sub-lot 2.1	Precast gels	<b>9</b>
	Acrylamide (Gel running buffers)	
	Protein ladders	
	Protein stains and detection reagents	
Sub lot 2.2	Protein extraction kits	<b>8</b>
	Immunoprecipitation kits	
Sub-Lot 2.3	Growth Factors	<b>10</b>
	Enzymes	
Sub-Lot 2.4	Protein expression and purification kits and reagents	<b>9</b>
Sub-Lot 2.5	Chromatography Resins	<b>10</b>
Sub-Lot 2.6	Immunoassays	<b>7</b>
Sub-Lot 2.7	Proteins / Recombinant proteins	<b>7</b>
<b>Lot 3 – Cell and Tissue Culture</b>		
Sub-lot 3.1	Culture Media	<b>11</b>
	Cell and tissue dissociation reagents	
	Animal serum	
	Transfection reagents	
Sub-Lot 3.2	Cellular and biochemical assays	<b>6</b>
Sub-Lot 3.3	Flow Cytometry	<b>7</b>
	Cell Separation	
Sub-Lot 3.4	Immunohistochemistry kits	<b>6</b>
	Fixatives and permeabilization chemicals	
	Stains and counterstains	
<b>Lot 4 – Antibiotics</b>		
	Antibiotics for invitro use	<b>7</b>
<b>Lot 5 –Chemicals &amp; Solvents</b>		

Sub-Lot 5.1	Duty Free Chemicals	<b>4</b>
Sub-Lot 5.2	Duty Paid Chemicals	<b>4</b>
<b>Lot 6 – Fine Chemicals</b>		
	Fine Chemicals	<b>7</b>
<b>Lot 7 – Controlled Drugs, Schedule 5, Toxins &amp; Bioactive small molecules/Inhibitors</b>		
	Controlled Drugs, Schedule 5, Toxins & Bioactive small molecules/Inhibitors	<b>3</b>
<b>Lot 8 – Stable Isotopes</b>		
	Stable Isotopes	<b>3</b>
<b>Lot 9 – Biological Buffers</b>		
	Biological Buffers	<b>6</b>

- 7.1.11. 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](mailto: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/>

- 7.1.12. Please utilise the messaging system within the Jaggaer eSourcing Portal located at <https://beisgroup.ukp.app.jaggaer.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 Jaggaer eSourcing Portal.
- 7.1.13. 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 supplies and services and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.
- 7.1.14. 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.
- 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 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.
- 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 UKSBS or the Contracting Authority (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 Framework for some or all of the Supplies for 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**

A Bidders' Conference will be held in conjunction with this procurement.

### **Bidder Conference**

For Bidders to seek absolute clarity on how to complete the AW5.2 Representative Pricing Schedules, UKSBS will be holding two online Bidder Conferences on **Monday 8th April 2024 at 14:00hrs** and **Monday 15th April 2024 at 14:00hrs**.

The duration of the Bidder Conference will be approximately 1 hour.

**Please note that a maximum of two representatives per organisation is permitted.**

If you wish to attend either of these sessions, please confirm your attendance by emailing [coreservices@uksbs.co.uk](mailto:coreservices@uksbs.co.uk) ensuring that the subject heading includes **GSS23744 – Bidder Conference**, providing your preferred date and the name(s) and email address(es) of those wishing to attend no later than:

- **13:00hrs on Monday 8<sup>th</sup> April 2024 for the conference scheduled for 14:00hrs on 08/04/2024.**

and

- **13:00hrs on Monday 15<sup>th</sup> April 2024 for the conference scheduled for 14:00hrs on 15/04/2024.**

UKSBS will then respond providing a link to access the Conference with confirmed attendees.

**Bidders are advised that during the conference, UK SBS will not discuss any other element of this tender and Bidders are therefore advised to raise a formal clarification during the permitted clarification period as specified in Section 3 – Timescales.**

### 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. 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 Framework 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).
- 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 revised its Government Security Classifications (GSC) classification scheme on the 2<sup>nd</sup> 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>

- 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](#)
- [Find a Tender](#)
- [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), UKSBS 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 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.
- 7.7.2. Bidders should be mindful that the designated Framework 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.

## 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 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.
- 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 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.

## 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 UKSBS, the Contracting Authority, 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 following receipt of the RFP should make their own investigations and their own independent assessment of the Contracting Authority and its requirements for the supplies and services and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the RFP or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with Paragraph 7.15 of this RFP.

## 7.12. Collusive behaviour

- 7.12.1. Any Bidder who:
- 7.12.1.1. fixes or adjusts the amount of its Response by or in accordance with any agreement or arrangement with any other party; or
  - 7.12.1.2. communicates to any party other than 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
  - 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 Framework 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 7 days of being called upon to do so by the Contracting Authority execute the Contract in the form set out in the Framework 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 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](#).
- 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 Jaggaer eSourcing 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 Jaggaer eSourcing portal. 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 UKSBS 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 Framework 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.
- 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.

## What makes a good bid – some simple do's ☺

### DO:

- 7.21.1. Do comply with Procurement document instructions. Failure to do so may lead to disqualification.
- 7.21.2. 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.
- 7.21.3. 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.
- 7.21.4. 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.
- 7.21.5. 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
- 7.21.6. 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.
- 7.21.7. Do consider who the Contracting Authority is and what they want – a generic answer does not necessarily meet every Contracting Authority's needs.
- 7.21.8. Do reference your documents correctly, specifically where supporting documentation is requested e.g. referencing the question/s they apply to.
- 7.21.9. Do provide clear, concise, and ideally generic contact details; telephone numbers, e-mails and fax details.
- 7.21.10. Do complete all questions in the questionnaire or we may reject your Bid.
- 7.21.11. 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.
- 7.21.12. Do check and recheck your Bid before dispatch.

## What makes a good bid – some simple do not's Ⓜ

### DO NOT

- 7.22.1. Do not cut and paste from a previous document and forget to change the previous details such as the previous buyer's name.
- 7.22.2. 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.
- 7.22.3. Do not share the Procurement documents, they may be confidential and should not be shared with anyone without the Buyers written permission.
- 7.22.4. 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.
- 7.22.5. Do not contact any UKSBS staff or the Contracting Authority staff without the Buyers written permission or we may reject your Bid.
- 7.22.6. Do not collude to fix or adjust the price or withdraw your Bid with another Party as we will reject your Bid.
- 7.22.7. Do not offer UKSBS or the Contracting Authority staff any inducement or we will reject your Bid.
- 7.22.8. Do not seek changes to the Bid after responses have been submitted and the deadline for Bids to be submitted has passed.
- 7.22.9. 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.
- 7.22.10. Do not exceed word counts, the additional words will not be considered.
- 7.22.11. Do not make your Bid conditional on acceptance of your own Terms of Contract, as your Bid will be rejected.
- 7.22.12. 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
<b>“UKSBS”</b>	means UK Shared Business Services Ltd herein after referred to as UKSBS.
<b>“Bid”, “Response”, “Submitted Bid”, or “RFP Response”</b>	means the Bidders formal offer in response to this Request for Proposal
<b>“Bidder(s)”</b>	means the organisations being invited to respond to this Request for Proposal
<b>“Call Off Contract”</b>	means the document set out in Schedule 6 of the Contract
<b>“Central Purchasing Body”</b>	means a duly constituted public sector organisation which procures supplies / services / works for and on behalf of Contracting Authorities
<b>“Conditions of Bid”</b>	means the terms and conditions set out in this RFP relating to the submission of a Bid
<b>“Competed Supplies / Services”</b>	means the competed supplies / services which will be Ordered from the Contract following a Mini-Competition and are set out at Schedule 6 of the Contract
<b>“Contract”</b>	means the agreement to be entered by the Contracting Authority and the Supplier following any award under the procurement
<b>“Contracting Bodies”</b>	means the Contracting Authority and any other contracting authorities described in the Find a Tender and Contract Notice
<b>“Contracting Authority”</b>	A public body regulated under the Public Procurement Regulations on whose behalf the procurement is being run
<b>“Customer”</b>	means the legal entity (or entities) for which any Contract agreed will be made accessible to.
<b>“Direct Award”</b>	means the award of a Call Off Contract by application of the terms laid down in the Contract without re-opening competition
<b>“Due Diligence Information”</b>	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
<b>“EIR”</b>	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
<b>“Find a Tender”</b>	Means the UK Government Portal that superseded the OJEU as from 1/1/2021 <a href="https://www.find-tender.service.gov.uk/Search">https://www.find-tender.service.gov.uk/Search</a>
<b>“FoIA”</b>	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
<b>“Further Competition”</b>	means re-opening competition under a framework if applicable to this procurement
<b>“Lot”</b>	means a discrete sub-division of the requirements
<b>“Mandatory”</b>	Means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
<b>“Named Procurement person”</b>	means the single point of contact for the Contracting Authority based in UKSBS that will be dealing with the procurement

<b>“Order”</b>	means an order for served by any Contracting Body on the Supplier
<b>“Request for Proposal” or “RFP”</b>	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
<b>“Supplier(s)”</b>	means the organisation(s) awarded the Contract
<b>“Supplies / Services / Works”</b>	means any supplies/services and supplies or works set out at within <a href="#">Section 4 Specification</a>