

Request for Information



Request for Information (RFI) for the UK Research and Innovation (UKRI)

Subject: London Institute of Medical Sciences Building Project

Sourcing Reference Number: CON18002 - RFI

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

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

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Please note, all appendices can be found within the RFx attachments tab on the Emptoris system.

Section 1 – About UK Shared Business Services

Putting the business into shared services

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

It is our vision to become the leading provider for our Partner Organisation 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 Partner Organisation. This allows our Partner Organisations the freedom to focus resources on core activities; innovating and transforming their own organisations.

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

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

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

Our Partner Organisations

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

UK SBS currently manages in excess of £850m of annual expenditure for its Partner Organisations.

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

Section 2 – About Our Partner Organisation as 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

Medical Research Council (MRC)

MRC is at the forefront of scientific discovery to improve human health. Their scientists tackle some of the greatest health problems facing humanity in the 21st century, from the rising tide of chronic diseases associated with ageing to the threats posed by rapidly mutating micro-organisms.

For more information, please visit: <https://mrc.ukri.org/about/what-we-do/>

Section 3 – Engaging with UK Shared Business Services Ltd.

Section 3 – Contact details		
3.1	Contracting Authority Name and Address	UK Research and Innovation (UKRI) Medical Research Council (MRC), Polaris House Swindon SN2 1ET
3.2	Named Procurement Officer	Nicola Turner
3.3	Contact details	FMProcurement@uksbs.co.uk
3.4	Estimated value of the Opportunity	Estimated value of PCSA: £500,000.00 (exc. VAT) PCSA period: 31 st January 2019 – 12 th June 2019 Estimated value of Construction £55M – £60M (exc. VAT) Main Contract Programme: 30 th July 2019 – 24 th November 2021
3.5	Process for the submission of clarifications and Bids	All correspondence shall be submitted within the Emptoris e-sourcing tool. Guidance Notes to support the use of Emptoris is available here. Please note submission of a Bid to any email address including the named Procurement Officer <u>will</u> result in the Bid <u>not</u> being considered. Unless formally authorised to do so by UK SBS.

Section 3 - Timescales		
3.6	Date of posting of Contract advert to the OJEU.	Tuesday 14 th August 2018
3.7	Date RFI available to Bidders	Thursday 16 th August 2018
3.9	Latest date / time RFI clarifications shall be received through Emptoris	Wednesday 12 th September 2018 11:00 am
3.10	Latest date / time RFI clarification answers should be sent to all potential Bidders through Emptoris	Friday 14 th September 2018 14:00 pm
3.11	Closing date and time for Bidder to request RFI documents	Thursday 20 th September 2018 10:00 am
3.12	Closing date and time for Bidder to submit their response ('the deadline ').	Thursday 20 th September 2018 11:00 am
3.13	Post RFI receipt Clarifications if required	Thursday 20 th September 2018 – Monday 8 th October 2018

3.14	Notification of proposed shortlist to next stage of the procurement	Monday 15 th October 2018
3.15	Standstill period	Monday 15 th October 2018 – Thursday 25 th October 2018
3.16	Issue of RFQ tender documents to successful Bidders	Tuesday 30 th October 2018
3.17	Anticipated Contract Award Date	Monday 28 th January 2019
3.18	Response Validity Period	90 Days

Section 4 – Specification and about this procurement

Introduction

UK SBS wishes to establish a contract for the appointment of a Principle Contractor who will work collaboratively with UK Research and Innovation, Medical Research Council (MRC), the Contracting Authority with a view to bringing the LMS Construction project to a finality.

UK SBS is managing this procurement process in accordance with the Public Contracts Regulations 2015 (as may be amended from time to time), (the “Regulations”).

This is a Services and Works Contract being procured under the OJEU Restricted Procedure regulations.

This RFI sets out the information which is required by the MRC to assess the suitability of Potential Providers in terms of their technical knowledge, experience and organisational capability to meet the requirement.

It is intended to procure the LMS construction project on a two-stage design and build basis. The main construction contract will be an amended NEC Engineering and Construction Contract (NEC3) Option A – Fixed price with activity schedule, which will be head contract between MRC and the preferred provider.

It is important that all tendering contractors understand the drivers and constraints behind this procurement route, and the skills which they will have to demonstrate to be successful.

Following a successful RFI and RFQ stage the Awarded contractor will be appointed to the Second Stage under a PCSA (pre-construction service agreement), and subject to a 100% cost certain lump sum offer at the end of the PCSA period within the MRC’s budget the construction contract will be awarded.

If the Contractor is not adhering to the terms of the PCSA, not working collaboratively, or provides an unacceptable price at the end of Stage 2, the MRC will be under no obligation to proceed with that Contractor. As such PCSA award should not be considered as a guarantee of the main contract also being awarded.

The current Design Team will be retained as Client Advisor, but the Main Contractor will be expected to review and validate the existing design, and then take full design responsibility under the terms of the main contract, within the PCSA timescale as per the following timescales:

The expected contract duration shall be as follows:

PCSA period: 31st January 2019 – 12th June 2019

Main Contract Programme: 30th July 2019 – 24th November 2021

Executive Summary

The MRC London Institute of Medical Sciences (LMS) is currently located in various facilities on the Hammersmith Hospital Campus. Existing facilities are aged and not suitable to accommodate new and innovative technology and research methods.

The MRC is seeking to use the opportunity for a new build facility, which will cater for the Institute's future needs, provide the infrastructure required to maintain and increase its scientific impact and establish a home for the Institute. It will also enhance MRC LMS's strong partnerships with Imperial's Faculty of Medicine, as well as with the Faculty of Engineering and Natural Sciences. This access to medicine, physics, chemistry and engineering affords the institute superb support for delivering on its multidisciplinary remit to strengthen the interface between clinical and basic science. This project is co-funded by MRC and Imperial College London.

Priorities for the Institute include the provision of a fit for purpose CBS facility which will meet LMS's future needs, and a new in-vitro imaging centre, bringing together the Institute's existing imaging equipment and, crucially, provide additional high-quality space for the incorporation of new state-of-the art imaging technologies such as cryo-EM.

The new building also is expected to consolidate LMS researchers, ideally within a single building, which will provide a more conducive environment for communication and collaboration across the institute. Provision within the new facility of additional space to relieve the current constrained conditions in LMS and to provide flexible collaborative space for interactions with partner organisations, including with Imperial College, are also important considerations.

MRC LMS is located adjacent to the Wolfson Educational Centre in Hammersmith Hospital Campus on the former Cyclotron building plot. This is situated in a 'live' hospital environment and surrounded by occupied buildings. These multiple stakeholders include Imperial College Healthcare Trust, Imperial College London, Ark Burlington Danes Academy, Linford Christie Sports Centre, local residents and other highways users.

Project Overview

This building provides biomedical research facilities and associated support provisions. The laboratories are located to the west of the building, with write up spaces located on the east of the building, and open to a central atrium. The building consists of nine floors (including plant floor), which can be summarised as follows:

The ground floor houses the reception area where there will be the primary secure line into the building. The Cryo-EM (Cryogenic Electron Microscopy) suite is sited on the south end. The North end of the plan is primarily plant servicing the CBS facility on the first floor. There are also other plant areas and a secure delivery garage with associated stores. The CBS (Central Biological Services) facility uses most of the 1st floor with the associated plant on ground floor. The South end of the floor plan has a plant area serving the Cryo-EM on ground floor. Other facilities, such as shower and change for the building users are also located in the south end.

The typical science floor provides the primary laboratory, laboratory support and tech hubs for the building. Adjacent to these science spaces are the open plan write-up offices. PI (Principal Investigator) offices are both at the north end and centrally next to a central stair in the atrium. Collaborative areas sit between the science and office spaces with meeting rooms and informal meeting break-out dispersed across the plan.

A large social area for the building users to come together is situated on the seventh floor

with a terrace area becoming a courtyard type space within this social space. A 120 -person seminar room sits centrally at the top of the atrium stair. An administration office uses the south/east end of the building. Plant makes use of the west side of the building with the top floor is dedicated to internal and external plant.

The surrounding external road will be resurfaced alongside some public realm and landscaping enhancements.

All of the above is summarised in the RIBA Stage 2 report (with Changes from Stage 2 to 3 – Appendix D) which is included within this Document in Appendix B.

At the point of contractor appointment MRC's expectation is that planning consent has been gained. There is likely to be a set of conditions associated with planning consent, and it is the MRC's intention to appoint the Contractor as the coordinator and facilitator to discharge of all conditions and obligations to enable occupation and use of the building in accordance with the programme.

Currently the design team are engaged to design a full building, but for budgetary purposes it may be necessary to complete shell and core only to two office/lab floors and fit these out at a later date using a separate contract. Further information on this approach will be made available during the RFQ process.

Key Elements of the PCSA Scope

1. Programme – prepare an integrated master programme to include design, package procurement and construction
2. Construction advice – advising on buildability of proposed design, suitability of materials, logistics and site setup etc, sub-contractor design engagement
3. Cost review – developing cost plan with cost consultant, confirmation that design information is suitable for tender
4. Design validation – review and validate existing design, with a view to taking design responsibility, prior to taking over design responsibility
5. Package procurement including tender report & recommendations, value engineering if required
6. Progress reporting on the above
7. Management of any required site investigations
8. Submission of final tender including contract sum

No information contained in this RFI, or in any communication made between UK SBS and any Potential Provider in connection with this RFI, shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this RFI.

UK SBS reserve the right, subject to the appropriate procurement regulations, to terminate the procurement process at any time. Under no circumstances shall the MRC LMS incur any liability in respect of this RFI or any supporting documentation MRC LMS will not reimburse any costs incurred by Potential Providers in connection with preparation and submission of their responses to this RFI.

Section 5 – Evaluation model

5.1 Introduction

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

5.2 Evaluation of Responses

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

5.3. Selection questionnaire

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

Selection Pass/fail criteria		
Questionnaire	Q No.	Question subject
Selection Part 1	SEL1.13	Contact details and declaration
Selection Part 2	SEL2.2	Participation in a Criminal Organisation
Selection Part 2	SEL2.3	Conviction for Corruption
Selection Part 2	SEL2.4	Conviction for Fraud
Selection Part 2	SEL2.5	Conviction for Terrorism/ Serious Crime
Selection Part 2	SEL2.6	Conviction for Money Laundering
Selection Part 2	SEL2.7	Conviction for Child Labour and/or other forms of trafficking in human beings
Selection Part 2	SEL 2.8	Demonstration of self-cleaning
Selection Part 2	SEL 2.9	Tax and social security breaches
Selection Part 2	SEL 2.10	Cyber Essentials
Selection Part 2	SEL 2.12	General Data Protection Regulations (GDPR)
Selection Part 2	SEL3.2	Breach of environmental obligations
Selection Part 2	SEL3.3	Breach of social obligations
Selection Part 2	SEL3.4	Breach of labour law obligations
Selection Part 2	SEL3.5	Bankruptcy
Selection Part 2	SEL3.6	Guilty of grave professional misconduct
Selection Part 2	SEL3.7	Distortion of competition within the meaning of regulation 41
Selection Part 2	SEL3.8	Conflict of interest within meaning of regulation 41
Selection Part 2	SEL3.9	Prior involvement in the Procurement process
Selection Part 2	SEL3.10	Prior performance of contract
Selection Part 2	SEL3.11	Serious Misrepresentation

Selection Part 2	SEL3.12	Withheld information
Selection Part 2	SEL3.13	Unable to provide supporting documentation
Selection Part 2	SEL3.14	Influencing the decision-making process
Selection Part 3	SEL4.1	Audited accounts
Selection Part 3	SEL4.3	Part of a wider group/guarantee
Selection Part 3	SEL4.4	Insurance
Selection Part 3	SEL5.4	Annual reporting requirements contained within Section 54 of the Modern Slavery Act 2015
Selection Part 3	SEL5.5	Health and Safety Policy
Selection Part 3	SEL5.6	Enforcement/remedial orders in relation to the Health and Safety Executive
Selection Part 3	SEL5.7	Breach of environmental legislation
Selection Part 3	SEL5.8	Checking sub-contractors for infringement of environmental legislation
Selection Part 3	SEL5.9	Unlawful discrimination
Selection Part 3	SEL5.10	Sub-contractor's unlawful discrimination checks
Selection Part 3	FOI1.1	Freedom of information
In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria. The Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology.		

- 5.3.3 Each Mandatory pass / fail question shall include a clear definition of the requirements of a successful response to the question.
- 5.3.4 The evaluation model below shall be used for this RFI which will be determined to two decimal places using an excel spreadsheet.
- 5.3.5 Questions marked 'for information only' do not contribute to the scoring model nor influence any decision-making process.

Award Scoring criteria

Evaluation Justification Statement

In consideration of this particular requirement the Contracting Authority has decided to evaluate Potential Bidders by adopting the weightings/scoring mechanism detailed within this RFI. The Contracting Authority considers these weightings to be relevant and proportionate for this procurement.

Questionnaire	Q No.	Question subject	Maximum Marks
Quality	PROJ1.2	Working in "live" environments	15%
Quality	PROJ1.3	Programme	10%
Quality	PROJ1.4	Stakeholder Management	10%
Quality	PROJ1.5	Utility infrastructure services management.	5%
Quality	PROJ1.6	Adding value	15%
Quality	PROJ1.7	Operation & maintenance manuals/BIM	5%
Quality	PROJ1.8	PCSA Commercial Approach	15%
Quality	PROJ1.9	Design Validation	10%

Quality	PROJ1.10	Experience of CBS facilities	15%
A statement that a particular requirement will be met against a question is not in itself sufficient. Such responses, or responses that are ambiguous, may be taken as failing to meet the Requirement. Detailed information regarding how, when and to what extent a Requirement can be met must be provided where appropriate and, in evaluating a given requirement, scores will be awarded accordingly. Furthermore, if any requirement or part of a requirement cannot be met, this must be stated explicitly along with reason why.			

Award Evaluation of criteria

Each question will be judged on a score from 0 to 100, which shall be subjected to a multiplier to reflect the percentage of the evaluation criteria allocated to that question.

Where an evaluation criterion is worth 20% then the 0-100 score achieved will be multiplied by 20.

Example if a Bidder scores 60 from the available 100 points this will equate to 12% by using the following calculation:

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

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 selection question requirements with deficiencies apparent. Some useful evidence provided but response falls well short of expectations. Low probability of being a capable Supplier.
60	Response is acceptable but remains basic and could have been expanded upon. Response is sufficient but does not inspire.
80	Good response which describes their capabilities in detail which provides high levels of assurance consistent with a quality Supplier. 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 Supplier.

All questions will be scored based on the above mechanism. Please be aware that there may be multiple evaluators. If so, their individual scores will be averaged (mean) to determine your final score as follows:

Example

Evaluator 1 scored your bid as 60
 Evaluator 2 scored your bid as 40
 Evaluator 3 scored your bid as 80
 Evaluator 4 scored your bid as 60
 Your final score will be calculated as follows $(60+40+80+60) \div 4 = 60$

5.3.6 The process for shortlisting of Bidders for the award stage of the procurement shall be as follows.

5.3.7 During the selection stage, the intention is to arrive at a short List of no more than 5 qualified Bidders to be considered for award stage evaluation. In the event that there are more than the maximum stated number of qualified Bidders, all bidders that have final scores in within the top 5 places will be taken through to RFQ stage.

Please see an example of this below:

Bidder 1: 100.00% - Taken through to RFQ
 Bidder 2: 90.00% - Taken through to RFQ
 Bidder 3: 90.00% - Taken through to RFQ
 Bidder 4: 85.00% - Taken through to RFQ
 Bidder 5: 80.00% - Taken through to RFQ
 Bidder 6: 80.00% - Taken through to RFQ
 Bidder 7: 78.00% - Not taken through to RFQ
 Bidder 8: 75.00% - Not taken through to RFQ

5.4. Evaluation process

5.4.1 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"> RFI logged upon opening in alignment with the Contracting Authorities procurement procedures. Any RFI response received after the closing date will be rejected unless circumstances attributed to the Contracting Authority or the e-sourcing tool beyond the bidders control are responsible for late submission.
Compliance check	<ul style="list-style-type: none"> Check all Mandatory requirements are acceptable to the Contracting Authority. Unacceptable or incomplete Responses maybe subject to clarification by the Contracting Authority or rejection of the Response.
Scoring of the Response	<ul style="list-style-type: none"> The Evaluation team will independently score the Response and provide a commentary of their scoring justification against the Selection criteria.
Clarifications	<ul style="list-style-type: none"> The Evaluation team will require formal written clarification of Responses.
Reviewing the Response and Clarifications	<ul style="list-style-type: none"> Where relevant, the Evaluation team will independently review the Response following receipt of replies to Clarifications and provide a commentary of their review against the Selection criteria.
Validation of unsuccessful Bidders	<ul style="list-style-type: none"> To confirm content of the letters to provide details of scoring and feedback on the unsuccessful Bidders response in consideration of the successful Bidders response.

Shortlisting of Bidders	<ul style="list-style-type: none"> The Contracting Authority will shortlist Bidders based on the Responses and any Clarifications received against the Evaluation Model detailed in Section 5 of the RFI and will communicate the final outcome once the evaluation is complete.
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Section 6 – Selection questionnaire

6.1 Introduction

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

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

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 7 – General information

7.1. Introduction

- 7.1.1 The Contracting Authority wishes to establish a Contract for the provision of main construction contractor to Design & Build the proposed new MRC LMS building, located at Hammersmith Hospital. The Contracting Authority is managing this procurement process in accordance with the Public Contracts Regulations 2015 (as may be amended from time to time). This is a Services and Works Contract being procured under the OJEU Restricted Procedure.
- 7.1.2 The Contracting Authority is procuring the Contract for its exclusive use.
- 7.1.3 UK SBS and Contracting Authority logo's, trademarks and other identifying marks are proprietary and may not be incorporated in the Bidders response without UK SBS's or the Contracting Authorities written permission. This includes those of collaborating organisations.
- 7.1.4 The Bidder shall indemnify and keep indemnified the Contracting Authority and UK SBS against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Bidder of this document.
- 7.1.5 If there is any doubt with regard to the ambiguity of any question or content contained in this questionnaire then PLEASE ASK a clarification question, but please ensure that your question is via the formal clarification process in writing to the Contracting Authority via the UK SBS representative nominated in section 3. No approach of any kind in connection with this opportunity should be made to any other person within, or associated with the Contracting Authority or UK SBS. All information secured outside of this named contact shall have no legal standing or worth and should not be relied upon. Any direct approach of the contracting authority or associated organisations can result in disqualification of the Potential Provider.
- 7.1.6 It remains the responsibility of the Bidder to keep 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 Following evaluation of the submitted Responses and approval of the outcome the Contracting Authority intends to select a short-list of Bidders to proceed to Award stage of this Procurement.
- 7.1.9 Whilst it is the Contracting Authorities intention is to purchase the majority of its services and works under this Contract Arrangement from the Supplier(s) appointed this does not confer any exclusivity on the appointed Supplier(s). The Contracting Authority and any other relevant Other Public Bodies associated with this Contract reserve the right to purchase any services and works (including those similar to the services and works covered by this procurement) from any other Source at any time.

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

- 7.1.18.4 Any other communication between UK SBS / the Contracting Authority and/or any relevant OPB (whether directly or by its agents or representatives) and any other party.
- 7.1.19 Bidders shall accept and acknowledge that by issuing this RFI the Contracting Authority shall not be bound to accept any Response and reserves the right not to conclude a Contract for some or all of the services and works for which Responses are invited.
- 7.1.20 The Contracting Authority reserves the right to amend, add to or withdraw all or any part of this RFI at any time during the procurement.
- 7.1.21 Bidders should not include in the Response any extraneous information which has not been specifically requested in the RFI 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 during the evaluation process.
- 7.1.22 If the Bidder is a consortium, the following information must be provided: full details of the consortium; and the information sought in this RFI in respect of each of the consortium's constituent members as part of a single composite response. Potential Bidders 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 RFI. 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 Bidders should therefore respond in the light of the arrangements as currently envisaged. Potential Bidders 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 considers the change to have a material impact of the delivery of the viability of the Response.

7.2. Section not used

7.3. Confidentiality

- 7.3.1 Subject to the exceptions referred to in paragraph 7.3.2, the contents of this RFI 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 RFI 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 unnecessarily other than as is reasonably required to complete and submit a response to the RFI, 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 this section 7.3 the term 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.
- 7.3.4 The Contracting Authority may disclose detailed information relating to Responses to its employees, agents or advisers and the Contracting Authority may make any of the Contract documents available for private inspection by its officers, employees, agents or advisers. The Contracting Authority also reserves the right to disseminate information that is materially relevant to the procurement to all Bidders, even if the information has only been requested by one Bidder, subject to the duty to protect each Bidder's commercial confidentiality in relation to its Response (unless there is a requirement for disclosure as explained in paragraphs 7.4.1 to 7.4.3 below).
- 7.3.5 All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.

For these purposes, 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 RFI consent to these terms as part of the competition process.
- 7.3.6 The Government introduced its new Government Security Classifications ("GSC") classification scheme on the 2nd April 2014 to replace the current Government Protective Marking System ("GPMS"). A key aspect of this is the reduction in the number of security classifications used. All Bidders are encouraged to make themselves aware of the changes and identify any potential impacts in their Bid, as the protective marking and applicable protection of any material passed to, or generated by, you during the procurement process or pursuant to any Contract awarded to you as a result of this tender process will be subject to the new GSC. The

link below to the Gov.uk website provides information on the new GSC:
<https://www.gov.uk/government/publications/government-security-classifications>

USEFUL INFORMATION LINKS

- [Emptoris Training Guide](#)
- [Emptoris e-sourcing tool](#)
- [Contracts Finder](#)
- [Tenders Electronic Daily](#)
- [Equalities Act introduction](#)
- [Bribery Act introduction](#)
- [Freedom of information Act](#)

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

7.4 Freedom of information

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

7.4.5 Bidders are reminded that the Government's transparency agenda requires that sourcing documents, including RFI 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(s) once the procurement is complete. By submitting a response to this RFI 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 RFI 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. UK SBS's Contact Details

- 7.7.1 Unless stated otherwise in these Instructions or in writing from the Contracting Authority, all communications from Bidders (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement must be directed through the e-sourcing tool to the Contracting Authority via the UK SBS nominated contact in Section 3.
- 7.7.2 All enquiries with respect to access to the e-sourcing tool shall be submitted to Crown Commercial Service, Telephone 0345 010 3503 not the UK SBS nominated contact in Section 3.
- 7.7.3 Bidders should be mindful that the designated Contact should not under any circumstances be sent a copy of their Response outside of the e-sourcing tool. Failure to follow this requirement will result in disqualification of the Response.

7.8. Preparation of a Response

- 7.8.1 Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Responses. Bidders are solely responsible for all costs, expenses and other liabilities arising in connection with the preparation and submission of their Response and all other stages of the selection and evaluation process. Under no circumstances will 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 Information. Failure to comply with the Conditions and the Request for Information 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 RFI, 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 page count. Any responses with content in excess of the page count will only be considered up to the point where they meet the page count specified, any additional pages beyond the volume defined in the question 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 RFI 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 does not accept responsibility for the premature opening or mishandling of Responses that are not submitted in accordance with the instructions of this document.
- 7.9.6 The Response and any documents accompanying it must be in the English language
- 7.9.7 Bidders must submit their response through the e-sourcing tool:
- 7.9.8 Responses will be submitted any time up to the date indicated in [Section 3](#). Responses received before this deadline will be retained in a secure environment, unopened until this deadline has passed.
- 7.9.9 Responses received after the date indicated in [Section 3](#) shall not be considered by the Contracting Authority unless the Bidder can justify that the reason for the delay, is solely attributable to the Contracting Authority

- 7.9.9.1 The Bidder must demonstrate irrefutable evidence in writing they have made best endeavours to ensure the Response was received on time and that the issue was beyond their control.
- 7.9.9.2 Any request for a late Response to be considered must be emailed to the Buyer in [Section 3](#) in advance of 'the deadline' if a bidder believes their Response will be received late.
- 7.9.9.3 The Contracting Authority reserves the right to accept or reject any late Response without justification to the affected Bidder and make no guarantee it will consider any request for a late Response to be considered.

7.9.10 Do not seek changes to the Bid after responses have been submitted and the deadline (date and time) for receipt of responses has passed.

7.10. Canvassing

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

7.11. Disclaimers

7.11.1 Whilst all material and information in this RFI, 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 the Contracting Authority, nor any relevant OPB's nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:

- 7.11.2.1 Makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the RFI; or
- 7.11.2.2 accepts any responsibility for the information contained in the RFI or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

7.11.3 Any persons considering making a decision to enter into contractual relationships with the Contracting Authority and/or, as applicable, relevant OPB following receipt of the RFI should make their own investigations and their own independent assessment of the Contracting Authority and/or, as applicable, relevant OPB and its requirements for the services and works and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the RFI 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 RFI.

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 the Contracting Authority via UK SBS or, as applicable, relevant OPB the amount or approximate amount of its proposed Response or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Response or insurance or any necessary security); or
 - 7.12.1.3 enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Response; or
 - 7.12.1.4 enters into any agreement or arrangement with any other party as to the amount of any Response submitted; or
 - 7.12.1.5 offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Response or proposed Response, any act or omission,
- shall (without prejudice to any other civil remedies available to 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 RFI is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Bidder to submit a Response or enter into the Contract or any other contractual agreement.

7.14. Acceptance of the Contract during the Award stage of the Procurement

- 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 Contract Terms or in such amended form as may subsequently be agreed, if permitted under the procurement.
- 7.14.2 The Contracting Authority shall be under no obligation to accept the lowest priced or any Response.

7.15. Queries relating to the Response

- 7.15.1 All requests for clarification about the requirements or the process of this procurement shall be made in through the e-sourcing tool unless where the e-sourcing tool is unavailable due to Emptoris or Crown Commercial Service system maintenance. All clarifications outside of Emptoris shall only be allowed if formally advised by the Contracting Authority point of contact defined in [Section 3](#).
- 7.15.2 The Contracting Authority will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time.

7.15.3 In the event of a Bidder requiring assistance uploading a clarification to the e-sourcing portal they should use the contact details defined in [Section 3](#).

7.15.4 No further requests for clarifications will be accepted after 7 days prior to the date for submission of Responses.

7.15.5 In order to ensure equality of treatment of Bidders, the Contracting Authority intends to publish the questions and clarifications raised by Bidders together with the Contracting Authorities 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 Authorities 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 Authorities 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 RFI 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, may, at its discretion, extend the time and/or date for receipt of Responses relevant to the extent of the amendment.

7.17. Modification and withdrawal

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

7.17.2 Bidders may withdraw their Response at any time prior the deadline for submission of Responses or any other time prior to accepting the offer of a Contract. The notice to withdraw any Response must be made in the Emptoris system and in writing, sent to the Contracting Authority by recorded delivery or equivalent service and delivered to the Head of Policy, 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 Information 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 Bidders ability to be considered further by the Contracting Authority.

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 As required by the Regulations all successful and unsuccessful Bidders, will be provided with feedback advising the outcome of the submission of their RFI response.

7.20.2 The Contracting Authority will further notify the successful and unsuccessful Bidder(s) at the award stage.

Appendix ‘A’ Glossary of Terms

TERM	MEANING
“UK SBS”	means UK Shared Business Services Ltd herein after referred to as UK SBS.
“Bid”, “Response”, “Submitted Bid”, or “RFI Response”	means the Bidders formal offer in response to this Request for Information
“Bidder(s)”	means the organisations being invited to respond to this Request for Information
“Central Purchasing Body”	means a duly constituted public sector organisation which procures supplies, supplies/services or works for and on behalf of contracting authorities
“Competed supplies/Services /Works	means the competed supplies, supplies/services or works which may be Ordered under the Contract once the procurement is complete or via further competition / direct award if the procurement is to conclude a framework.
“Conditions of Bid”	means the terms and conditions set out in this RFI relating to the submission of a Response
“Consortia”	means more than one organisation such as a Consortium, Partnership or Special Purpose Vehicle who are a Potential Supplier
“Contract”	means the agreement to be entered by the Contracting Authority and the Supplier(s) following any award.
“Contracting Authority”	means the responsible Public body taking the procurement to competition
“Contracting Bodies”	means the Contracting Authority and any other contracting authorities described in the OJEU Contract Notice / Contracts Finder that are allowed to access the agreement.
“Contracts Finder”	The government portal for advertising publically funded procurement opportunities https://www.gov.uk/contracts-finder
"EIR"	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
“FoIA”	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
“Further Competition”	means re-opening competition under a framework if applicable to this procurement
“Mandatory”	means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
“Named Procurement Officer ”	means the single point of contact for the Contracting Authority based in UK SBS that will be dealing with the procurement
“OJEU ”	means the Official Journal of the European Union
“Other Public Bodies” or “OPB”	means all Contracting Bodies in excess of the Contracting Authority
“Regulations”	Means statutory laws applicable to the procurement
“Request for Information” or	means the applicable procurement procedure documentation and documents completed by Bidders at the first stage of selection in

“RFI”	the procurement used to shortlist Bidders under the Restricted procedure
“Standard Supplies, Supplies/Services Works ”	means any supplies, supplies/services or works set out at within Section 4 Specification
“Supplier(s)”	means a organisation(s) that has susessfully been awarded a Contract by the Contracting Authority
“UK SBS”	means UK Shared Business Services Ltd