

Request for Proposal



Request for Proposal (RFP) on behalf of UK SBS and Other Public Bodies

Subject: UK SBS RE160396 Laboratory Consumables

Sourcing Reference Number: RE160396

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

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

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Section 1 – About UK Shared Business Services

Putting the business into shared services

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

It is our vision to become the leading provider for our customers of shared business services in the UK public sector, continuously reducing cost and improving quality of business services for Government and the public sector.

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

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

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

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

Our Customers

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

UK SBS currently manages £700m expenditure for its Customers.

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

Section 2 – About Our Customer

UK Shared Business Services / Pan Government Strategic Alliance

UK Shared Business Services and Crown Commercial Service (previously Government Procurement Service) have joined forces to deliver savings and improve procurement

A new strategic alliance between Crown Commercial Service (CCS) and UK Shared Business Services (UK SBS) will help drive better value and improve procurement efficiency across the entire public sector.

Governed by a Memorandum of Understanding (MOU), this exciting new alliance will see the two organisations collaborating more closely together, combining the complementary capabilities, information and technology of each organisation. New categories will be developed, providing centralised deals for customers using UK SBS's existing expertise and procurement capability in these areas. The first of the new categories being developed are research, facilities management and construction.

UK SBS and CCS are also working together on the provision of strategic procurement support for Departments, a new service launched by CCS last year to help the delivery of high value and/or complex procurements.

Through this MOU, CCS and UK SBS have taken concrete steps to implement the recommendations proposed by the Public Expenditure Efficiency and Reform Group (PEX) in December 2011. These include centralising procurement of common goods and services; delivering sustainable savings through aggregation of spend within appropriate centres of excellence; and a more efficient and transparent procurement service to better manage spend.

'This move is a major step forward for our organisation and supports the Government's wider shared services strategy along with the recommendations of the Public Expenditure Sub Committee on Efficiency and Reform (PEX) to improve efficiency. Both UK SBS and CCS look forward together to the continuing development of our strategic alliance.'

UK SBS Executive Director

UK SBS is procuring the Contract as a central purchasing body for itself and Customers who are Other Public Bodies (OPB's). This means that OPB's referred to in the OJEU Notice may also participate in the Contract.

UK SBS Ltd as the Contracting Authority is putting in place a Framework for the use by or on behalf of UK bodies.

These bodies include but are not limited to The Science and Technology Facilities Council, The Medical Research Council, The Engineering and Physical Sciences Research Council, The Economic and Social Research Council, The Natural Environment Research Council, The Arts and Humanities Research Council, The Biotechnology and Biological Sciences Research Council, The UKSBS Ltd, Central Government Departments and their Agencies, Non Departmental Public Bodies, NHS bodies, Local Authorities, Voluntary Sector Charities, and/or other private organisations acting as managing agents or procuring on behalf of these UK bodies. Further details of these organisations can be found at

<http://www.uksbs.co.uk/services/procure/contracts/Pages/default.aspx>

Section 3 – Working with UK Shared Business Services Ltd.

Section 3 – Contact details		
3.1	Customer Name and address	UK Shared Business Services Ltd Polaris House Swindon SN2 1FL
3.2	Buyer	Sally Barbato
3.3	Buyer contact details	Research.tenders@uksbs.co.uk 01793 867005
3.4	Estimated value of the Opportunity	£25,000,000 - £30,000,000
3.5	Contract Duration	This contract is being let on a 3 +1 basis
3.6	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 Buyer <u>will</u> result in the Bid <u>not</u> being considered.

Section 3 - Timescales		
3.7	Date of posting of Contract advert to OJEU.	Wednesday 1 st February 2017
3.8	Date RFP available to Bidders	Friday 3 rd February 2017
3.9	Latest date / time RFP clarifications should be sent be received through Emptoris	Wednesday 15 th March 2017 14:00
3.10	Latest date / time RFP clarification answers should be sent to all potential Bidders through Emptoris	Friday 17 th March 2017 14:00
3.11	Closing date and time for Bidder to request RFP documents	Friday 24 th March 2017 11:00 AM
3.12	Closing date and time for Bidder to submit their response ('the deadline').	Friday 24 th March 2017 14:00 PM
3.13	Clarifications (if required)	Friday 24 th March 2017 – Friday 21 st April 2017
3.14	Notification of proposed Contract award to unsuccessful bidders	Tuesday 2 nd May 2017
3.15	Anticipated Contract Award Date	Tuesday 16 th May 2017
3.16	Commencement of Contract	28 th May 2017
3.17	Contract End Date	27 th May 2020 with the potential to extend +1 to a maximum of 2021
3.18	Bid Validity Period	90 Days

Section 4 – Specification and about this procurement

Framework Overview

UK SBS wishes to establish a Contract for the provision of Laboratory Consumables.

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 Supplies Contract.

The award of this Contract will be based on nine Lots:

Lot 1 – Plastics Major

Lot 2 – Tissue Culture

Lot 3 – Centrifuge bottles, Tubes & Containers (Sterile and Non-Sterile)

Lot 4 – Filter Paper & Membranes

Lot 5 – Histology & Microscopy Glassware

Lot 6 – Laboratory Glassware & Bottles

Lot 7 – Storage Boxes & Racks

Lot 8 – Syringes, Needles and Blood Collection

Lot 9 – Disposable Pipettes & Tips

This Framework will be made accessible for use on a pan government basis. This will facilitate the greater aggregation of public sector demand and enable public sector to leverage greater efficiencies.

It is intended that multiple providers will be appointed for each of the Lots detailed above,

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

Lotting Structure

UK SBS envisages appointing the following number of suppliers to this framework and subsequent sub lots:

Framework: Laboratory Consumables		Number of Envisaged Suppliers
Lot 1 – Plastics Major		
Sub Lot 1.1	<ul style="list-style-type: none"> • PCR (Multi-well plates, tubes, sealing film, strips and lids) 	10
Sub Lot 1.2	<ul style="list-style-type: none"> • Spreaders & Loops • Petri Dishes • Reservoirs • Weigh Boats 	6
Lot 2 – Tissue Culture		
Sub Lot 2.1	<ul style="list-style-type: none"> • Flasks • Tubes • Dishes 	10

	<ul style="list-style-type: none"> • Multiwell plates • Roller bottles • Cell Scrapers and lifters 	
Sub Lot 2.2	<ul style="list-style-type: none"> • Cell culture surfaces and inserts 	5
Lot 3 – Centrifuge Bottles, Tubes & Containers (Sterile and Non–Sterile)		
Sub Lot 3.1	<ul style="list-style-type: none"> • Centrifuge Bottles • Centrifuge tubes 	6
Sub Lot 3.2	<ul style="list-style-type: none"> • Caps • Tubes (Inc. microcentrifuge tubes) • Containers • Pots • Cylinders - Plastic • Vials (including cryogenic vials) • Bottles Universals – Plastic 	10
Sub Lot 3.3	<ul style="list-style-type: none"> • Cling film, tin foil, Para film • Autoclave bags • Tapes and Labels 	6
Lot 4 – Filter Paper & Membrane		
Sub Lot 4.1	<ul style="list-style-type: none"> • Filter paper • Membranes (nitrocellulose, PVDF and Nylon) • Blotting paper & Benchcote • Filtration units 	10
Sub Lot 4.2	<ul style="list-style-type: none"> • Cartridges 	6
Lot 5 – Histology & Microscopy Glassware		
	<ul style="list-style-type: none"> • Coverslips • Slides • Pens • Mounting medium • Cassettes • Blades (scalpel, Microtome etc.) 	10
Lot 6 – Laboratory Glassware & Bottles		
	<ul style="list-style-type: none"> • Beakers • Measuring Cylinders • Universals - Glass • Bottles • Caps • Flask • Pasteur pipettes 	10
Lot 7 – Storage Boxes & Racks		
	<ul style="list-style-type: none"> • Racks • Storage boxes • Trays • Tube holders 	6
Lot 8 – Syringes, Needles and Blood Collection		
	<ul style="list-style-type: none"> • Syringes • Needles • Vacutainers & Blood collection tube 	6
Lot 9 – Disposable Pipettes & Tips		

- Disposable Pipettes (including aspirating pipettes)
- Tips
- Pastettes

10

Bidders may bid for one or multiple lots on the Framework; however the successful Suppliers appointed to each lot will be exclusive to this lot and cannot be asked by Contracting Bodies to supply Goods from another lot.

Where a Contracting Body is buying large volumes of Supplies defined within Annex 1-9, the Contracting Body will be encouraged to run a Further Competition to leverage greater discounts even though it is possible to undertake a Direct Award.

Objectives

The objective of this procurement is to:

- a) Produce a Framework Agreement that Contracting Bodies can easily use and provide a compliant route to the market.
- b) Capture a large percentage of the Laboratory Consumables requirements from large value items to low value, high volume items.
- c) Develop strong relationships with both Contracting Bodies and Suppliers to ensure that requirements are captured and value for money is achieved across central government and wider public sector.
- d) To capture quality management information that will support informed decision making in future procurements.
- e) To ensure sustainability aspects are considered and integrated into the Framework Agreement.
- f) To continuously improve and apply best practice procurement that meets the end users requirements.

Scope and Requirements

This specification is for the provision of Laboratory Consumables Framework Agreement for all Contracting Bodies listed in the relevant Laboratory Consumables OJEU Contract Notice UK SBS RE160396.

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 – Plastics Major

Lot 2 – Tissue Culture

Lot 3 – Centrifuge bottles, Tubes & Containers (Sterile and Non-Sterile)

Lot 4 – Filter Paper & Membranes

- Lot 5** – Histology & Microscopy Glassware
- Lot 6** – Laboratory Glassware & Bottles
- Lot 7** – Storage Boxes & Racks
- Lot 8** – Syringes, Needles and Blood Collection
- Lot 9** – Disposable Pipettes & Tips

Each lot covers a number of Supplies Categories seen in Annex 1-9. Suppliers must have or be willing to have a supply chain to support all of the Supplies Categories at a Category level 3 within each of the applicable lots.

Pricing Structure

The pricing structure for all lots will comprise of two (2) elements:

- **Representative List:** Representative List is defined as the Goods submitted by the Suppliers as part of their bid submission which are aligned to the Category Level 3 Goods within each of Annex 1-9.
- **Sourced Offering:** Sourced Offering is defined as products that a Contracting Body may require over the duration of the framework but are not available via the Suppliers Representative List.

The Representative List must be made available via the Government eMarketplace (or replacement).

Sourced Offerings must fall within scope of the Supplies Category defined in the relevant Annex for the applicable lots.

The pricing structure for Representative List and Sourced Offering must be exclusive of standard delivery but inclusive of all packaging.

The Supplier must continually seek to offer Contracting Bodies best Value for Money.

Where the Supplier has price promotions offered on their Representative List or Sourced Offering, these details should be offered to Contracting Bodies.

All prices submitted within the Representative Pricing Schedules (AW5.2 Pricing Schedules) and the Sourced Offering Pricing Schedules (PROJ11.2, PROJ11.7, PROJ12.2, PROJ12.7, PROJ13.2, PROJ13.7, PROJ13.12, PROJ14.2, PROJ14.7, PROJ15.2, PROJ16.2, PROJ17.2, PROJ18.2, PROJ19.2, dependant on the Lot(s) that you are bidding for) must be fixed for 12 months. Further to this prices may be reviewed on an annual basis or case by case basis with justifications supporting any increases.

Suppliers will be at liberty to reduce any prices submitted within either the Representative or Sourced Pricing Schedules for the entirety of the Framework Agreement

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.

Order Processing

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

- a) telephone;
- b) e-mail;
- c) Online / web based order form.

The Supplier must not despatch or supply any Goods to a Contracting Body without an official Purchase Order unless payment is made via a Government Procurement Card.

Minimum Order Quantities

There will be no minimum order values for the duration of this framework agreement

Economic Order Quantities

At Order stage, the Supplier must notify Contracting Bodies of the most economical way to acquire the quantity of Goods they require, given consideration to the Economic Order Quantity. For the purpose of this Framework Economic Order Quantity is defined as the 'most cost effective way for a Contracting Body to order Goods taking into consideration quantities ordered, frequency of deliveries and value of order'.

Delivery

The Supplier's delivery obligations must be in accordance with the Contracting Body'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.

The Supplier must facilitate overseas delivery for Contracting Bodies, which will be determined by the Contracting Body at Order stage.

The Supplier must complete the details on the Pricing Schedule in relation to Standard delivery across the Representative List and Sourced Offering. Where orders are placed for our international Contracting Bodies delivery will be deemed to be delivered to our nominated freight forwarders depot at Heathrow Airport. Details of Agility's address and packing instructions can be found in Appendix D

Any items that the Supplier decides to ship outside of the UK mainland, rather than using the nominated freight forwarder must be shipped at cost. The Contracting Bodies will require full transparency of any supplementary shipping or transport costs. The Supplier must be

responsible for arranging any relevant duties and export in line with UK Government export procedures where applicable.

Unless agreed by the Contracting Body at 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, in an effort to reduce the carbon impact of transportation. No flights are to be used to transport goods without prior approval of the Contracting Bodies.

Packaging

The supplier should take all steps to ensure that all packaging should be minimised, recycled and recyclable where applicable. The Contracting Authority will be seeking Suppliers to continuously improve on the amount and 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 Order stage the Contracting Body 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 Order Number and Customer Reference to allow for quick and easy distribution within the units.

Fit For Purpose

All goods supplied by the Supplied 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 Goods

In the event of Representative List or Sourced Offering Goods being unavailable, the Supplier must notify the Contracting Body on the same day or within 24 hours of a purchase order being received by the supplier. The Supplier must offer equivalent Goods or Goods of a higher specification at the same price unless otherwise agreed with the Contracting Body at the Order stage.

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

Some Contracting Bodies may restrict the use of some products within their organisation and will confirm these details at the Order stage.

Where Suppliers are aware of a limited availability in advance on any of the Representative List or Sourced Offering Goods they are required to update the details within the eMarketplace to alert Contracting Bodies at purchasing stage. Where applicable Suppliers may offer contact details for Contracting Body's to call in order to access availability before ordering.

Variation of Goods

Where the Supplier is required to make a change to the Representative List, this must be communicated to the Contracting Authority by the Supplier prior to any changes being carried out.

Where a change to Representative List affects a Contracting Body, the Supplier must ensure that they have communicated all changes to the Contracting Body prior to any changes to their catalogue being carried out.

Where the Supplier proposes new or alternate products to replace or supplement the Representative List that affects the eMarketplace Catalogue (or replacement), this will be subject to the approval of the Contracting Authority.

Where the Supplier proposes new or alternate products to replace or supplement the Representative List, that affects the Contracting Body, this will be subject to the approval of the Contracting Body.

Where the Supplier proposes to discontinue or delete products from the Representative List, this must be communicated to the Contracting Authority prior to any changes being carried out. The Supplier must ensure that all Contracting Bodies have advance notice of these changes and any promotional pricing discounts that will apply.

Cancellation Policy

The Contracting Authority requires the Supplier to provide a free of charge cancellation policy for any items cancelled by the Contracting Body.

The free of charge cancellation policy must apply to all orders which have not been dispatched by the Supplier to the Contracting Body.

Where Suppliers have dispatched Goods, all returns will be subject to the Returns Policy detailed below.

All Sourced Offering orders must be exempt from this requirement and the Suppliers standard cancellation policy terms and conditions will be applied.

Returns Policy

The Supplier must accept returns within 28 days of the delivery date where items are returned by the Contracting Body 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 Contracting Body error within 28 days, the Supplier must offer a full refund excluding the delivery charge (where applicable) identified on the Invoice.

Faulty Goods

Where the Supplier issues a faulty or inaccurate product, the Supplier must provide the Contracting Body with a full refund or replacement Goods within 48 hours, or as agreed with the Contracting Body

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

Quality

The Supplier must ensure that all Goods are of a quality that meets 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 Goods supplied to Contracting Bodies.

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

Goods Compatibility

The Contracting Body may require Suppliers to provide Goods which are compatible with the Contracting Bodies existing Goods. These Goods will be specified by the Contracting Body at Order stage.

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. In addition this may also be a requirement at Order stage for individual Contracting Bodies the purpose being to assist the co-ordination of services, encompassing: Goods 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 the Contracting Authority and Bodies. The purpose being to assist with for example: sales support, legislative, safety and technical support.

SUSTAINABILITY

Contracting Bodies may wish to include additional sustainability criteria (including social, economic and environmental) which will be determined by the Contracting Body at Order stage.

Environmental Management

The Supplier must be accredited or willing to work towards an Environmental Management System such as ISO14001 or equivalent to control, mitigate and reduce the environmental impact of operations.

Government Buying Standards

All Goods supplied 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 the Contracting Authority or Contracting Bodies.

Suppliers must use best endeavours to provide products that meet Government Buying Standards best practice criteria and notify customers of this alternative where available.

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 Goods provided under this Framework maintain compliance to the current and emerging mandatory criteria over the duration of the Framework.

The Supplier must ensure that all timber or timber related products fully comply with the United Kingdom Government Timber Procurement Policy and are purchased from legal and sustainable sources and accompanied by full chain of custody evidence. This policy can be found online at:

<http://www.cpet.org.uk/uk-government-timber-procurement-policy>

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.

Chemicals

The Supplier must work towards ensuring that no chemicals of national concern are contained in any products being supplied under this Framework Agreement. Restricted chemicals, their concentration limits and relevant marketing and use conditions are listed within the REACH (Registration, Evaluation, Authorisation and Restriction of Chemicals) Enforcement Regulations, as further amended. Information can be found at:

<http://www.hse.gov.uk/reach/>

Ecolabel Standard

The EU Ecolabel scheme is a commitment to environmental sustainability and is currently a voluntary scheme, if at any point this scheme becomes mandatory, the Supplier must comply with this as specified. Information can be found at:

<http://ec.europa.eu/environment/ecolabel/eu-ecolabel-for-businesses.html>

Waste

The Supplier must ensure at all times 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 also legally compliant at all times. 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 UK SBS immediately and cease to carry and/or receive the waste, until they become authorised again.

MISCELLANEOUS

eMarketplace

For the purposes of this Framework Agreement, eMarketplace will be defined as any computer based platform that contains the Supplier Representative List and Sourced Offering, from which the Contracting Body may place orders.

At present the eMarketplace used by most Contracting Body's is Science Warehouse.

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

Cataloguing (Government eMarketplace (or replacement))

The Government Catalogue provides the list of applicable Goods i.e. those which may be catalogued, that may be required by Contracting Bodies during the Contract Period.

The Contracting Authority requires that the Suppliers Representative List must be catalogued by the Supplier.

The Supplier must provide the catalogue in an electronic on-line format which is compatible with Appendix E eMarketplace Standard Data Requirements contained within the RFX attachments tab (as may be amended throughout the duration of the Framework Agreement).

The Supplier must work with the Contracting Authority during the Framework period to migrate Contracting Bodies to an electronic on-line catalogue in line with the above.

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

- a) A generic index covering all the line items;
- b) The telephone, e mail and fax numbers of the Supplier customer support help desk;

In respect of the individual line items:

- c) A product specific photographic image or other appropriate representation where required;
- d) A short description;
- e) The name of the manufacturer (where appropriate);
- f) Manufacturers Code
- g) The product code number;
- h) The denomination of quantity;
- i) The price of the line item based on the denomination of quantity excluding VAT;
- j) Sustainable product alternative;
- k) Identify Government Buying Standard Compliance;
- l) Identify an Ecolabel, where applicable;
- m) 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;
- n) Provide Technical Data Sheet with products where applicable;
- o) Availability if outside of Standard delivery

The Supplier must codify all Representative List Goods according to the Contracting Authority Category Structure identified in Annex 1-9 to Category level 3.

The catalogue structure for the Government eMarketplace (or replacement) will require the completion of a catalogue builder file by the Supplier. See Appendix E eMarketplace Standard Data Requirements contained within the RFX attachments tab (as may be amended throughout the duration of the Framework Agreement).

This will be the master copy file which will include: all items, prices, category codes and product reference numbers

The Supplier must be responsible for the provision and support of the necessary infrastructure required to implement the on-line solution for the Contracting Bodies and for any associated running costs throughout the Contract Period.

The Supplier will be required to provide 100% availability for Goods on the Representative List.

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

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

The Supplier may be requested to create catalogues for individual Contracting Bodies in an Online Form. This is to be determined between the Contracting Body and the Supplier at Order stage.

The Contracting Body may request the Supplier to create electronic catalogues in line with their own systems and processes, or hard copy catalogues. This will be determined by the Contracting Body and the Supplier at Order stage.

Management Information (MI) and KPI Review

The Supplier must categorise all Goods supplied over the duration of this Framework Agreement in accordance with Category descriptions identified in Annex 1-9 to Category level 3.

During quarterly review meetings Suppliers will be audited against the KPI's detailed within Appendix C. These KPI are subject to change throughout the duration of the Framework agreement in collaboration with the Supplier.

LOT BREAKDOWN

Lot Specific Requirements: Lot 1 – Plastics Major

Plastics Major covers a broad range of Goods Categories, for the purpose of this framework these are defined as:

- a) PCR (Multi-well plates, tubes, sealing film, strips and lids)
- b) Spreaders & Loops
- c) Petri Dishes
- d) Reservoirs
- e) Weigh Boats

Contracting Bodies 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.

Contracting Bodies may require additional services which will be determined at the Order stage. The scope of additional services will be defined by the range of Goods Categories defined in Annex 1

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

Contracting Bodies 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 – Tissue Culture

Tissue Culture covers a broad range of Goods Categories, for the purpose of this framework these are defined as:

- a) Flasks
- b) Tubes
- c) Dishes
- d) Multiwell plates
- e) Roller bottles
- f) Cell Scrapers and lifters
- g) Cell culture surfaces and inserts

Contracting Bodies 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.

Contracting Bodies may require additional services which will be determined at the Order stage. The scope of additional services will be defined by the range of Goods Categories defined in Annex 2

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 Contracting Bodies 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 – Centrifuge Bottles, tubes & containers (Sterile and Non-Sterile)

Centrifuge Bottles, tubes & containers (Sterile and Non-Sterile) covers a broad range of Goods Categories, for the purpose of this framework these are defined as:

- a) Centrifuge Bottles
- b) Centrifuge tubes
- c) Caps
- d) Tubes (Including micro centrifuge tubes)
- e) Containers
- f) Pots
- g) Cylinders - Plastic
- h) Vials including cryogenic vials
- i) Bottles
- j) Universals – Plastic
- k) Cling film, tin foil, Para film
- l) Autoclave Bags

m) Tapes and Labels

Contracting Bodies 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.

Contracting Bodies may require additional services which will be determined at the Order stage. The scope of additional services will be defined by the range of Goods Categories defined in Annex 3

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 Contracting Bodies 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 – Filtration & Membranes

Filtration & Membranes covers a broad range of Goods Categories, for the purpose of this framework these are defined as:

- a) Filter paper
- b) Membranes (nitrocellulose, PVDF and Nylon)
- c) Blotting paper & Benchcote
- d) Filtration units
- e) Cartridges

Contracting Bodies 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.

Contracting Bodies may require additional services which will be determined at the Order stage. The scope of additional services will be defined by the range of Goods Categories defined in Annex 3

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 Contracting Bodies 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 – Histology & Microscopy Glassware

Histology & Microscopy Glassware covers a broad range of Goods Categories, for the purpose of this framework these are defined as:

- a) Coverslips
- b) Slides
- c) Pens

- d) Mounting medium
- e) Cassettes
- f) Blades (scalpel, Microtome etc.)

Contracting Bodies 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.

Contracting Bodies may require additional services which will be determined at the Order stage. The scope of additional services will be defined by the range of Goods Categories defined in Annex 5

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 Contracting Bodies 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 – Laboratory Glassware & Bottles

Laboratory Glassware & Bottles covers a broad range of Goods Categories, for the purpose of this framework these are defined as:

- a) Beakers
- b) Measuring Cylinders
- c) Universals - Glass
- d) Bottles
- e) Caps
- f) Flask
- g) Pasteur pipettes

Contracting Bodies 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.

Contracting Bodies may require additional services which will be determined at the Order stage. The scope of additional services will be defined by the range of Goods Categories defined in Annex 6

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 Contracting Bodies 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 – Storage Boxes & Racks

Storage Boxes & Racks covers a broad range of Goods Categories, for the purpose of this

framework these are defined as:

- a) Racks
- b) Storage boxes
- c) Trays
- d) Tube holders

Contracting Bodies 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.

Contracting Bodies may require additional services which will be determined at the Order stage. The scope of additional services will be defined by the range of Goods Categories defined in Annex 7

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 Contracting Bodies 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 – Syringes, Needles & Blood Collection

Syringes & Needles covers a broad range of Goods Categories, for the purpose of this framework these are defined as:

- a) Syringes
- b) Needles
- c) Vacutainers & Blood collection tube

Contracting Bodies 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.

Contracting Bodies may require additional services which will be determined at the Order stage. The scope of additional services will be defined by the range of Goods Categories defined in Annex 8

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 Contracting Bodies 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 – Disposable Pipettes & Tips

Disposable Pipettes & Tips covers a broad range of Goods Categories, for the purpose of this framework these are defined as:

- a) Disposable Pipettes (including aspirating pipettes)

- b) Tips
- c) Pastettes

Contracting Bodies 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.

Contracting Bodies may require additional services which will be determined at the Order stage. The scope of additional services will be defined by the range of Goods Categories defined in Annex 9

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 Contracting Bodies request.

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

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

Terms & Conditions

Bidders are to note that any clarifications or requested modifications to UK SBS Terms and Conditions on the grounds of statutory and legal matters only, shall be raised as a formal clarification during the permitted clarification period as stated in Section 3.

In the event of UK SBS accepting a modification to a Contract Term they shall provide the amended Contract Term language to all potential Bidders

The duration of this Framework Agreement shall be for 3 years from the point of Framework Award with the option to extend for a further 1 x 12 month period.

Section 5 – Evaluation model

5.1 Introduction

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

5.2 Evaluation of Bids

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

5.3. SELECTION questionnaire

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

Selection Pass/fail criteria		
Questionnaire	Q No.	Question subject
Selection Part A	SEL1.13	Contact details and declaration
Selection Part B	SEL2.2	Participation in a criminal organisation
Selection Part B	SEL2.3	Corruption
Selection Part B	SEL2.4	Fraud
Selection Part B	SEL2.5	Terrorist Offences or offences link to terrorist activities
Selection Part B	SEL2.6	Money laundering or Terrorist financing
Selection Part B	SEL2.7	Child Labour and other forms of trafficking in human beings
Selection Part B	PROJ10.1	Sexual Offences
Selection Part B	SEL2.8	Payment of tax or social security
Selection Part B	SEL2.9	Self cleaning
Selection Part C	SEL3.2	Breach of environmental obligations
Selection Part C	SEL3.3	Breach of social obligations
Selection Part C	SEL3.4	Breach of labour law obligations
Selection Part C	SEL3.5	Bankruptcy
Selection Part C	SEL3.6	Guilty of grave professional misconduct
Selection Part C	SEL3.7	Distorting competition
Selection Part C	SEL3.8	Conflict of Interest
Selection Part C	SEL3.9	Prior involvement in procurement process
Selection Part C	SEL3.10	Prior performance of contract
Selection Part C	SEL3.11	Serious Misrepresentation
Selection Part C	SEL3.12	Withholding information
Selection Part C	SEL3.13	Unable to provide supporting documentation for ESPD
Selection Part C	SEL3.14	Influenced the decision making process
Selection Part D	SEL4.1	Audited accounts
Selection Part D	SEL4.2	Minimum financial threshold
Selection Part D	SEL4.3	Wider group / guarantee

Selection Part D	SEL4.4	Insurance
Selection Part E	FOI1.1	Freedom of information
Selection Part E	SEL5.1	References
Selection Part E	SEL5.4	Compliance under Modern Slavery Act 2015
Selection Part E	SEL5.5	Health and Safety Policy
Selection Part E	SEL5.6	Enforcement/remedial orders in relation to the Health and Safety Executive
Selection Part E	SEL5.8	Checking sub-contractors for infringement of environmental legislation
Selection Part E	SEL5.9	Unlawful discrimination
Selection Part E	SEL5.10	Checking sub-contractors for unlawful discrimination
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, UK SBS reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.	

- 5.3.3 Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.
- 5.3.4 The evaluation model below shall be used for this RFP which will be determined to two decimal places.
- 5.3.5 Questions marked 'for information only' do not contribute to the scoring model.
- 5.3.6 during the evaluation stage, the intention is that only Bidders who pass all the Mandatory and Discretionary requirements of the RFP will be considered for award stage evaluation.
- 5.3.7 All questions must be completed by the bidders. Failure to provide a response may result in the Bid being deemed to be non-compliant. If a Bid is deemed to be non-compliant it will be rejected and disqualified from further participation in this Procurement.

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.
- 5.4.2 All questions must be completed by the bidders. Failure to provide a response may result in the Bid being deemed to be non-compliant. If a Bid is deemed to be non-compliant it will be rejected and disqualified from further participation in this Procurement.

Award Pass/fail criteria		
Questionnaire	Q No.	Question subject
Commercial	AW1.1	Form of Bid
Commercial	AW1.2	Bid validity period
Commercial	AW1.3	Certificate of bona fide Bid
Commercial	AW4.1	Compliance to the Contract Terms
Commercial	AW4.2	Changes to the Contract Terms
Price	AW5.1	Fixed Pricing

Price	AW5.3	Open book policy
Price	AW5.5	E Invoice
Price	AW5.6	E Invoice implementation
Price	PROJ1.2	Agreement to Price File Process
Price	PROJ1.3	Price Increase Justification
Quality	AW6.1	Compliance to the Specification
Quality	PROJ2.1	Substitutions and Variations
Quality	PROJ2.3	Electronic Request for Quote (ERFQ) Response Times
eMarketplace	PROJ3.1	eMarketplace Information
eMarketplace	PROJ3.2	Honouring Prices
eMarketplace	PROJ3.3	Promotion Advertising
eMarketplace	PROJ3.4	Discontinuation Policy
KPI & MI	PROJ4.1	Quarterly Management Information Meetings
KPI & MI	PROJ4.3	Attendance to Quarterly Meetings
KPI & MI	PROJ4.4	Continued Compliance to Framework
KPI & MI	PROJ4.5	Corrective Actions
Order processing	PROJ5.1	Query Response Times
Delivery	PROJ6.1	Proof of Delivery
Delivery	PROJ6.2	Delivery Inconsistency Rectification
Delivery	PROJ6.3	Export Papers & Certificates of Origin
Delivery	PROJ6.4	Deliveries to Nominated Freight Forwarder
Delivery	PROJ6.5	Consolidated Deliveries
Delivery	PROJ6.6	Express delivery Charge
Delivery	PROJ6.7	Free Samples
Lot 1 – Sub Lot 1.1	PROJ11.1	Technical Specification & Supporting Conformity Data
Lot 1 – Sub Lot 1.2	PROJ11.6	Technical Specification & Supporting Conformity Data
Lot 2 – Sub Lot 2.1	PROJ12.1	Technical Specification & Supporting Conformity Data
Lot 2 – Sub Lot 2.2	PROJ12.6	Technical Specification & Supporting Conformity Data
Lot 3 – Sub Lot 3.1	PROJ13.1	Technical Specification & Supporting Conformity Data
Lot 3 – Sub Lot 3.2	PROJ13.6	Technical Specification & Supporting Conformity Data
Lot 3 – Sub Lot 3.3	PROJ13.11	Technical Specification & Supporting Conformity Data
Lot 4 – Sub Lot 4.1	PROJ14.1	Technical Specification & Supporting Conformity Data
Lot 4 – Sub Lot 4.2	PROJ14.6	Technical Specification & Supporting Conformity Data
Lot 5	PROJ15.1	Technical Specification & Supporting Conformity Data
Lot 6	PROJ16.1	Technical Specification & Supporting Conformity Data
Lot 7	PROJ17.1	Technical Specification & Supporting Conformity Data
Lot 8	PROJ18.1	Technical Specification & Supporting Conformity Data
Lot 9	PROJ19.1	Technical Specification & Supporting Conformity Data
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, UK SBS reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.	

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

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

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

Award Scoring criteria

Evaluation Justification Statement

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

Questionnaire Lot / Sub Lot	Q No.	Question subject	Maximum Marks
Sub Lot 1.1	Sub Lot 1.1 – AW5.2	Price	100.00%
Sub Lot 1.2	Sub Lot 1.2 – AW5.2	Price	100.00%
Sub Lot 2.1	Sub Lot 2.1 – AW5.2	Price	100.00%
Sub Lot 2.2	Sub Lot 2.2 – AW5.2	Price	100.00%
Sub Lot 3.1	Sub Lot 3.1 – AW5.2	Price	100.00%
Sub Lot 3.2	Sub Lot 3.2 - AW5.2	Price	100.00%
Sub Lot 3.3	Sub Lot 3.3 - AW5.2	Price	100.00%
Sub Lot 4.1	Sub Lot 4.1 – AW5.2	Price	100.00%
Sub Lot 4.2	Sub Lot 4.2 – AW5.2	Price	100.00%
Lot 5	Lot 5 – AW5.2	Price	100.00%
Lot 6	Lot 6 – AW5.2	Price	100.00%
Lot 7	Lot 7 – AW5.2	Price	100.00%
Lot 8	Lot 8 – AW5.2	Price	100.00%
Lot 9	Lot 9 – AW5.2	Price	100.00%

Award Evaluation of criteria

Price elements will be judged on the following criteria.

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

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

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

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

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

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

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

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

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

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

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

- 5.4.6 Once the evaluation process and due diligence has been completed, should the result of the process result in a tied place(s) then the names of suppliers shall be placed in individual sealed envelopes by the responsible UK SBS procurement person, these shall then be placed in an additional sealed single envelope and shall be presented to the Chief Procurement Officer or his nominated delegate to draw an envelope. The first envelope drawn shall be awarded the relative 'higher' ranking place within the overall evaluation ranking. The paper from the drawn envelope containing the suppliers name shall be signed and dated by the responsible UK SBS person and Chief Procurement Officer or his nominated delegate which shall then be scanned and retained in the procurement case folder.
- 5.4.7 During the Award stage, it is the intention to arrive at a final ranking of Suppliers based on their AW5.2 pricing scores against each Lot or Sub Lot where applicable.
- 5.4.8 Following completion of the ranking it is intended that Suppliers will be awarded to each Lot or Sub Lot where applicable, up to the maximum number of envisaged Suppliers detailed in Section 4 Specification 'Lotting Structure' and Section 7, 7.1.11.

5.5. Evaluation process

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

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

	rejection of the Bid.
Scoring of the Bid	<ul style="list-style-type: none"> Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the Selection criteria.
Clarifications	<ul style="list-style-type: none"> The Evaluation team may require written clarification to Bids
Re - scoring of the Bid and Clarifications	<ul style="list-style-type: none"> Following Clarification responses, the Evaluation team reserve the right to independently re-score the Bid and Clarifications and provide a commentary of their re-scoring justification against the Selection criteria.
Appointment of Bidders	<ul style="list-style-type: none"> UK SBS will rank the Bidders based on the Responses received and the Evaluation Model detailed in Section 5 of the RFP. Suppliers will be ranked according to their score for price. During the award stage the intention is to appoint the number of suppliers listed in Section 4 Specification 'Lotting Structure' and Section 7, 7.1.11.
Validation of unsuccessful Bidders	<ul style="list-style-type: none"> To confirm contents of the letters to provide details of scoring and relative feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.

Section 6 – Selection and award questionnaires

Section 6 – Selection questionnaire

6.1 Introduction

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

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

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 6 – Award questionnaire

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

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

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 7 – General information

7.1. Introduction

7.1.1 UK SBS wishes to establish a Contract for the provision of Laboratory Consumables. 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 goods Contract being procured under the OJEU Open Procedure

7.1.2 UK SBS is procuring the Contract as a central purchasing body for itself and Customers who are Other Public Bodies (OPB’s). This means that OPB’s referred to in the OJEU Notice may also participate in the Contract. Further details of these organisations can be found at <http://www.uksbs.co.uk/services/procure/contracts/Pages/default.aspx>.

UK SBS is procuring a Framework for the list of customers detailed in section 2 and below of this RFP document. UK SBS will manage the overall performance of the Framework Agreement by Suppliers and collect Management Information and any Management Charges payable by Suppliers.

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

<u>Lot</u>	<u>Description</u>	<u>Number of successful suppliers required for this lot</u>
Lot 1 – Plastics Major		
Sub Lot 1.1	<ul style="list-style-type: none"> • PCR (Multi-well plates, tubes, sealing film, strips and lids) 	10
Sub Lot 1.2	<ul style="list-style-type: none"> • Spreaders & Loops • Petri Dishes 	6

	<ul style="list-style-type: none"> Reservoirs Weigh Boats 	
Lot 2 – Tissue Culture		
Sub Lot 2.1	<ul style="list-style-type: none"> Flasks Tubes Dishes Multiwell plates Roller bottles Cell Scrapers and lifters 	10
Sub Lot 2.1	<ul style="list-style-type: none"> Cell culture surfaces and inserts 	5
Lot 3 – Centrifuge Bottles, tubes & containers (sterile and non-sterile)		
Sub Lot 3.1	<ul style="list-style-type: none"> Centrifuge Bottles Centrifuge tubes 	6
Sub Lot 3.2	<ul style="list-style-type: none"> Caps Tubes (Inc. microcentrifuge tubes) Containers Pots Cylinders - Plastic Vials (including cryogenic vials) Bottles Universals – Plastic 	10
Sub Lot 3.3	<ul style="list-style-type: none"> Cling film, tin foil, Para film Autoclave bags Tapes and Labels 	6
Lot 4 – Filter Paper & Membranes		
Sub Lot 4.1	<ul style="list-style-type: none"> Filter paper Membranes (nitrocellulose, PVDF and Nylon) Blotting paper & Benchcote Filtration units 	10
Sub Lot 4.2	<ul style="list-style-type: none"> Cartridges 	6
Lot 5 – Histology & Microscopy Glassware		
	<ul style="list-style-type: none"> Coverslips Slides Pens Mounting medium Cassettes Blades (scalpel, Microtome etc.) 	10
Lot 6 – Laboratory Glassware & Bottles		
	<ul style="list-style-type: none"> Beakers Measuring Cylinders Universals - Glass Bottles Caps Flask Pasteur pipettes 	10
Lot 7 – Storage Boxes & Racks		
	<ul style="list-style-type: none"> Racks Storage boxes Trays Tube holders 	6
Lot 8 – Syringes, Needles and Blood Collection		
	<ul style="list-style-type: none"> Syringes 	6

	<ul style="list-style-type: none"> • Needles • Vacutainers & Blood collection tube 	
Lot 9 – Disposable Pipettes & Tips		
	<ul style="list-style-type: none"> • Disposable Pipettes (including aspirating pipettes) • Tips • Pastettes 	10

- 7.1.12 UK SBS shall utilise the Crown Commercial Service (CCS – previously Government Procurement Service) Emptoris e-sourcing tool URL <https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp> to conduct this procurement. There will be no electronic auction following the conclusion of the evaluation of the Request for Proposal (RFP) responses. Bidders will be specifically advised where attachments are permissible to support a question response within the e-sourcing tool. All enquiries with respect to access to the e-sourcing tool and problems with functionality within the tool may be submitted to Crown Commercial Service, Telephone 0345 010 3503.
- 7.1.13 please utilise the messaging system within the e-sourcing tool located at <https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp> within the timescales detailed in Section 3. If you have any doubt as to what is required or will have difficulty in providing the information requested. Bidders should note that any requests for clarifications may not be considered by UK SBS if they are not articulated by the Bidder within the discussion forum within the e-sourcing tool.
- 7.1.14 Bidders should read this document, RFx attachments. messages and the evaluation questionnaires carefully before completing the Response submission. Failure to comply with any of these instructions for completion and submission of the Submitted Response may result in the rejection of the Response. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the goods/services/goods and services and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.
- 7.1.15 All material issued in connection with this RFP shall remain the property of UK SBS and/or as applicable relevant OPB and shall be used only for the purpose of this procurement. All Due Diligence Information shall be either returned to UK SBS or securely destroyed by the Bidder (at UK SBS's option) at the conclusion of the procurement
- 7.1.16 The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and the Conditions of Response.
- 7.1.17 The Bidder shall not make contact with any other employee, agent or consultant of UK SBS or any relevant OPB or Customer who are in any way connected with this procurement during the period of this procurement, unless instructed otherwise by UK SBS.
- 7.1.18 UK SBS shall not be committed to any course of action as a result of:
- 7.1.18.1 Issuing this RFP or any invitation to participate in this procurement;
 - 7.1.18.2 An invitation to submit any Response in respect of this procurement;
 - 7.1.18.3 Communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement; or
 - 7.1.18.4 Any other communication between UK SBS and/or any relevant OPB (whether directly or by its agents or representatives) and any other party.
- 7.1.19 Bidders shall accept and acknowledge that by issuing this RFP UK SBS shall not be bound to accept any Response and reserves the right not to conclude a Contract for some or all of the goods for which Responses are invited.
- 7.1.20 UK SBS reserves the right to amend, add to or withdraw all or any part of this RFP at any time during the procurement.
- 7.1.21 Bidders should not include in the Response any extraneous information which has not been specifically requested in the RFP including, for example, any sales literature, standard terms of trading etc. Any such information not requested but provided by the Bidder shall not be considered by UK SBS.
- 7.1.22 If the Bidder is a consortium, the following information must be provided: full details of the consortium; and the information sought in this RFP in respect of each of the consortium's constituent members as part of a single composite response. Potential Providers should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium as indicated in the relevant section of the selection questionnaire SEL1.9 specifically refers. If a consortium is not proposing to form a corporate entity, full details of

alternative proposed arrangements should be provided as indicated in the relevant section of the RFP. However, please note UK SBS reserves the right to require a successful consortium to form a single legal entity in accordance with regulation 19(6) of the Regulations. UK SBS recognises that arrangements in relation to consortia may (within limits) be subject to future change. Potential Providers should therefore respond in the light of the arrangements as currently envisaged. Potential Providers are reminded that any future proposed change in relation to consortia must be notified to UK SBS so that it can make a further assessment by applying the selection criteria to the new information provided and consider rejection of the Response if UK SBS reasonably consider the change to have a material impact of the delivery of the viability of the Response.

7.2. Bidder conference

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

7.3. Confidentiality

7.3.1 Subject to the exceptions referred to in paragraph 7.3.2, the contents of this RFP are being made available by UK SBS on condition that:

7.3.1.1 Bidders shall at all times treat the contents of the RFP and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;

7.3.1.2 Bidders shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;

7.3.1.3 Bidders shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Response; and

7.3.1.4 Bidders shall not undertake any publicity activity within any section of the media in relation to this procurement

7.3.2 Bidders may disclose, distribute or pass any of the Information to the Bidder's advisers, sub-contractors or to another person provided that either:

7.3.2.1 This is done for the sole purpose of enabling a Response to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Bidder; or

7.3.2.2 The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract arising from it; or

7.3.2.3 The Bidder is legally required to make such a disclosure

7.3.3 In paragraphs 7.3.1 and 7.3.2 above the term 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.

7.3.4 UK SBS may disclose detailed information relating to Responses to its employees, agents or advisers and UK SBS may make any of the Contract documents available for private inspection by its officers, employees, agents or advisers. UK SBS also reserves the right to disseminate information that is materially relevant to the procurement to all Bidders, even if the information has only been requested by one Bidder, subject to the duty to protect each Bidder's commercial confidentiality in relation to its Response (unless there is a requirement for disclosure as explained in paragraphs 7.4.1 to 7.4.3 below).

7.3.5 All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.

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

- 7.3.6 From 2nd April 2014 the Government is introducing its new Government Security Classifications (“GSC”) classification scheme to replace the current Government Protective Marking System (“GPMS”). A key aspect of this is the reduction in the number of security classifications used. All Bidders are encouraged to make themselves aware of the changes and identify any potential impacts in their Bid, as the protective marking and applicable protection of any material passed to, or generated by, you during the procurement process or pursuant to any Contract awarded to you as a result of this tender process will be subject to the new GSC from 2nd April 2014. The link below to the Gov.uk website provides information on the new GSC: <https://www.gov.uk/government/publications/government-security-classifications>
- 7.3.7 UK SBS reserves the right to amend any security related term or condition of the draft contract accompanying this RFP to reflect any changes introduced by the GSC. In particular where this RFP is accompanied by any instructions on safeguarding classified information (e.g. a Security Aspects Letter) as a result of any changes stemming from the new GSC, whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies or otherwise. This may relate to the instructions on safeguarding classified information (e.g. a Security Aspects Letter) as they apply to the procurement as they apply to the procurement process and/or any contracts awarded to you as a result of the procurement process.

7.4 Freedom of information

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

7.5. Response Validity

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

7.6. Timescales

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

7.7. UK SBS’s Contact Details

- 7.7.1 Unless stated otherwise in these Instructions or in writing from UK SBS, all communications from Bidders (including their sub-contractors, consortium members, consultants and advisers)

during the period of this procurement must be directed through the e-sourcing tool to the designated UK SBS contact.

- 7.7.2 All enquiries with respect to access to the e-sourcing tool may be submitted to Crown Commercial Service, Telephone 0345 010 3503.
- 7.7.3 Bidders should be mindful that the designated Contact should not under any circumstances be sent a copy of their Response outside of the e-sourcing tool. Failure to follow this requirement will result in disqualification of the Response.

7.8. Preparation of a Response

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

7.9. Submission of Responses

- 7.9.1 The Response must be submitted as instructed in this document through the e-sourcing tool. Failure to follow the instruction within each Section of this document, to omit responses to any of the questions or to present your response in alignment with any guidance notes provided may render the Response non-compliant and it may be rejected.
- 7.9.2 UK SBS may at its own absolute discretion extend the closing date and the time for receipt of Responses specified [Section 3](#).
- 7.9.3 Any extension to the RFP response period will apply to all Bidders.
- 7.9.4 Any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided. Failure to adhere to this requirement will result in the Response not being considered.
- 7.9.5 UK SBS does not accept responsibility for the premature opening or mishandling of Responses that are not submitted in accordance with the instructions of this document.
- 7.9.6 The Response and any documents accompanying it must be in the English language
- 7.9.7 Bidders must submit their response through the e-sourcing tool:
- 7.9.8 Responses will be submitted any time up to the date indicated in [Section 3](#). Responses received before this deadline will be retained in a secure environment, unopened until this deadline has passed.
- 7.9.9 Responses received after the date indicated in [Section 3](#) shall not be considered by UK SBS unless the Bidder can justify the reason for the delay.

7.9.9.1 The Bidder must demonstrate irrefutable evidence in writing they have made best endeavours to ensure the Response was received on time and that the issue was beyond their control.

7.9.9.2 Any request for a late Response to be considered must be emailed to UKSBSOperationalFunctionSupport@uksbs.co.uk in advance of 'the deadline' if a bidder believes their Response will be received late.

7.9.9.3 UK SBS reserves the right to accept or reject any late Response without justification to the affected Bidder and make no guarantee it will consider any request for a late Response to be considered.

7.10. Canvassing

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

7.11. Disclaimers

7.11.1 Whilst the information in this RFP, Due Diligence Information and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.

7.11.2 Neither UK SBS, nor any relevant OPB's nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:

7.11.2.1 Makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the RFP; or

7.11.2.2 accepts any responsibility for the information contained in the RFP or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

7.11.3 Any persons considering making a decision to enter into contractual relationships with UK SBS and/or, as applicable, relevant OPB following receipt of the RFP should make their own investigations and their own independent assessment of UK SBS and/or, as applicable, relevant OPB and its requirements for the goods/services/goods and services and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the RFP or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with Paragraph 7.15 of this RFP.

7.12. Collusive behaviour

7.12.1 Any Bidder who:

7.12.1.1 Fixes or adjusts the amount of its Response by or in accordance with any agreement or arrangement with any other party; or

7.12.1.2 communicates to any party other than UK SBS or, as applicable, relevant OPB the amount or approximate amount of its proposed Response or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Response or insurance or any necessary security); or

7.12.1.3 Enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Response; or

7.12.1.4 Enters into any agreement or arrangement with any other party as to the amount of any Response submitted; or

7.12.1.5 offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Response or proposed Response, any act or omission,

Shall (without prejudice to any other civil remedies available to UK SBS and without prejudice to any criminal liability which such conduct by a Bidder may attract) be disqualified.

7.13. No inducement or incentive

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

7.14. Acceptance of the Contract

7.14.1 The Bidder in submitting the Response undertakes that in the event of the Response being accepted by UK SBS and UK SBS confirming in writing such acceptance to the Bidder, the Bidder will within 7 days of being called upon to do so by UK SBS execute the Contract in the form set out in the Contract Terms or in such amended form as may subsequently be agreed.

7.14.2 UK SBS shall be under no obligation to accept the lowest priced or any Response.

7.15. Queries relating to the Response

7.15.1 All requests for clarification about the requirements or the process of this procurement shall be made in through the e-sourcing tool unless where the e-sourcing tool is unavailable due to Emptoris or Crown Commercial Service system maintenance or failure when a clarification by email to the contact defined in [Section 3](#).

7.15.2 UK SBS will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time.

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

7.15.4 No further requests for clarifications will be accepted after 5 days prior to the date for submission of Responses.

7.15.5 In order to ensure equality of treatment of Bidders, UK SBS intends to publish the questions and clarifications raised by Bidders together with UK SBS's responses (but not the source of the questions) to all participants on a regular basis.

7.15.6 Bidders should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if UK SBS at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Bidders would potentially benefit from seeing both the query and UK SBS's response, UK SBS will:

7.15.6.1 invite the Bidder submitting the query to either declassify the query and allow the query along with UK SBS's response to be circulated to all Bidders; or

7.15.6.2 Request the Bidder, if it still considers the query to be of a commercially confidential nature, to withdraw the query prior to the end of the closing date and time for Bidder clarifications.

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

7.16. Amendments to Response Documents

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

7.17. Modification and withdrawal

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

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

7.18. Right to disqualify or reject

7.18.1 UK SBS reserves the right to reject or disqualify a Bidder where

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

7.19. Right to cancel, clarify or vary the process

7.19.1 UK SBS reserves the right to:

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

7.20. Notification of award

- 7.20.1 UK SBS will notify the successful Bidder of the Contract award in writing and will publish an Award Notice in the Official Journal of the European Union in accordance with the Regulations within 30 days of the award of the contract.
- 7.20.2 As required by the Regulations all unsuccessful Bidders will be provided with an email advising the outcome of the submission of their RFP response.

Appendix 'A' Glossary of Terms

TERM	MEANING
"UK SBS"	means UK Shared Business Services Ltd herein after referred to as UK SBS.
"Bid", "Response", "Submitted Bid", or "RFP Response"	means the Bidders formal offer in response to this Request for Proposal
"Bidders"	means the organisations being invited to respond to this Request for Proposal
"Central Purchasing Body"	means a duly constituted public sector organisation which procures goods/services for and on behalf of contracting authorities
"Conditions of Bid"	means the terms and conditions set out in this RFP relating to the submission of a Bid
"Contract"	means the agreement to be entered by UK SBS and the Supplier following any award under the procurement
"Contracting Bodies"	means UK SBS and any other contracting authorities described in the OJEU Contract Notice
"Customer"	means the legal entity (or entities) for which any Contract agreed will be made accessible to.
"Direct Award"	means the award of a Call Off Contract by application of the terms laid down in the Contract without re-opening competition
"Due Diligence Information"	means the background and supporting documents and information provided by UK SBS for the purpose of better informing the Bidders responses to this Request for Proposal
"EIR"	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
FoIA	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
"Lot"	means a discrete sub-division of the requirements
"Mandatory"	Means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
"OJEU Contract Notice"	means the advertisement issued in the Official Journal of the European Union
"Order"	means an order for served by any Contracting Body on the Supplier
"Other Public Bodies"	means all Contracting Bodies except UK SBS
"Request for Proposal" or "RFP"	means this Request for Proposal documentation and all related documents published by UK SBS and made available to Bidders and includes the Due Diligence Information. NOTE: This document is often referred to as an Invitation to Tender within other organisations
"Supplier"	means the organisation awarded the Contract
"Standard Goods /Services"	means any goods/services set out at within Section 4 Specification

Appendix 'B' SW Price File Process

Part of the process for all Science Warehouse suppliers is the requirement to submit price files if you want to change or add items to your catalogue.

Part of this process deals with the changing of prices. If you wish to change prices of items held on Science Warehouse this requires a notification of the proposed changes (in excel format) to Strategic Procurement within UK Shared Business Services Ltd, prior to the submission of the price file into Science Warehouse.

This communication with Strategic Procurement is vital to getting your price file approved, and ensuring that there are no delays processing your price file into Science Warehouse.

To ensure that this process runs smoothly, please see the steps below that you are required to follow. If this process is not adhered to, UK Shared Business Services Ltd will not approve the file, and will reject it back through Science Warehouse which will mean that the Go Live that you have requested will not take place:

STEP 1 - Supplier activity - 6 weeks prior to requested Go live date

Contact the relevant Category Manager / Buyer within Strategic Procurement 6 weeks prior to the intended Go Live date to advise of price changes or new items that you would like to submit. Please provide reasons behind the requested price change, and the date you would like the changes to take effect (the Go Live date)

STEP 2 - Supplier activity – Immediately following step 1, 6 weeks prior to go live date

Submit your new pricing (in excel format ensuring product code, description and new price is clearly stated) to the Relevant Category Manager / Buyer within Strategic Procurement.

STEP 3 - Category Manager / Buyer to initiate discussion

Upon receipt of the documents required in Step 2, the Category Manager / Buyer will probably wish to discuss the proposed changes and the reasons that have led to requesting a price change. These discussions/negotiations will take place within 4 weeks following receipt of the documents.

STEP 4 - by the end of Week 4

By the end of week 4, all discussions regarding price should be finalized and a price file agreed. Upon confirmation of approval from the relevant Category Manager/Buyer within Strategic Procurement, please submit your final agreed price file (either based upon your original proposal or modified as a result of the discussions with the Category Manager) into Science Warehouse so that it can be uploaded for approval by UK Shared Business Services Ltd.

Please be aware that when the price file is submitted into Science Warehouse, the process for upload has several stages:

- a) Supplier to submit the agreed price file to Science Warehouse
- b) Science Warehouse to send the price file to UK Shared Business Services Ltd E-Commerce team
- c) UK Shared Business Services Ltd E-Commerce team passes to the relevant Category Manager / Buyer
- d) Category Manager / Buyer to check against the agreed pricing from steps 1 – 4 above, and then send back to E-Commerce team for approval
- e) Once approved by UK Shared Business Services Ltd, Science Warehouse will then process the price file through final Supplier approval steps before the changes

are made visible on the catalogue

Once this final supplier approval under e) has been completed, please also amend your back office systems at this point, in order to prevent invoice miss-matches. The price on Science Warehouse is the price that UK Shared Business Services Ltd will pay.

This end-to-end process from Step 1 to 4 (completion) should take no more than 6 weeks.

Appendix 'C' MI and KPI data

The following Appendix can be found within the RFX Attachments tab within the Esourcing Portal

- Appendix 'C' – MI and KPI data

Appendix 'D' Agility Address and export requirements

1: Note to Supplier for Africa units v5 Gambia

Important Notice to Suppliers

For suppliers outside UK and see below

Please kindly contact our Freight Forwarder **Agility Logistic Ltd** for instructions on where to deliver this shipment in your respective country for onward delivery to MRC Unit, Fajara and The Gambia.

For suppliers in the UK and see below

Please kindly delivery this order to our Freight Forwarder **Agility Logistic Ltd** for onward delivery to MRC Unit, Fajara and The Gambia.

Agility Logistics Ltd
Unit 6 North
Radius Park
Faggs Road
Feltham
Middlesex, TW14 0NG
Email: AqilityMRC@agilitylogistics.com
Fax. +44 (0) 20 8917 3011
Tel. +44 (0) 20 8917 3000
Direct. +44 (0) 20 8917 3068

For all suppliers

Freight Forwarding Requirements

Please find below Agility requirements to complete a convenient export service and assure prompt payment:

1. Communication

All suppliers to notify Agility once the goods are ready for delivery. Also, to specify if goods are hazardous and if shipment is temperature sensitive. Finally, to understand how the goods are packed so that we can book with airline accordingly.

No delivery should be activated without notification (in case of temperature sensitive consignments). Ideally, no delivery should be made on Friday.

2. Documentation

We would require the following documentations:

- Packing List with weight and dimension
- Commercial Invoice with **full description; commodity code; country of origin** (for Customs' declaration) and **temperature range**.
- Invoice deliver to must be **the MRC address quoted on the PO**
- If consignment is hazardous, we would need a copy of **MSDS** and if applicable a copy of **Dangerous goods note** (if the supplier has packed the consignment himself).

2: Note to supplier for Africa v4 Uganda

Important Notice to Suppliers

For suppliers outside UK and see below

Please kindly contact our Freight Forwarder **Agility Logistic Ltd** for instructions on where to deliver this shipment in your respective country for onward delivery to MRC Unit, Uganda.

For suppliers in the UK and see below

Please kindly deliver this order to our Freight Forwarder **Agility Logistic Ltd** for onward delivery to MRC UVRI, Entebbe, Uganda.

Agility Logistics Ltd
Unit 6 North
Radius Park
Faggs Road
Feltham
Middlesex, TW14 0NG
Email: AgilityMRC@agilitylogistics.com
Fax. +44 (0) 20 8917 3011
Tel. +44 (0) 20 8917 3000
Direct. +44 (0) 20 8917 3068

Freight Forwarding Requirements

Please find below Agility requirements to complete a convenient export service and assure prompt payment:

3. Communication

All suppliers to notify Agility once the goods are ready for delivery. Also, to specify if goods are hazardous and if shipment is temperature sensitive. Finally, to understand how the goods are packed so that we can book with airline accordingly.

No delivery should be activated without notification (in case of temperature sensitive consignments). Ideally, no delivery should be made on Friday.

4. Documentation

We would require the following documentations:

- Packing List with weight and dimension
- Commercial Invoice with **full description; commodity code; country of origin** (for Customs' declaration) and **temperature range**.
- Invoice deliver to must be **the MRC address quoted on the PO**
- If consignment is hazardous, we would need a copy of **MSDS** and if applicable a copy of **Dangerous goods note** (if the supplier has packed the consignment himself).

Appendix 'E' eMarketplace Standard Data Requirements

The following Appendix can be found within the RFX Attachments tab within the Esourcing Portal

- Appendix 'E' – eMarketplace Standard Data Requirements

Annex 1 – 9 Supplies Categories

The following Appendix can be found within the RFX Attachments tab within the Esourcing Portal

- Annex 1 – Supplies Categories – Lot 1 Plastics Major (including sub lot categories)
- Annex 2 – Supplies Categories – Lot 2 Tissue Culture (including sub lot categories)
- Annex 3 – Supplies Categories – Lot 3 Centrifuge bottles, Tubes & Containers (Sterile and Non-Sterile) (including sub lot categories)
- Annex 4 – Supplies Categories – Lot 4 Filter Paper & Membranes (including sub lot categories)
- Annex 5 – Supplies Categories – Lot 5 Histology & Microscopy Glassware
- Annex 6 – Supplies Categories – Lot 6 Laboratory Glassware & Bottles
- Annex 7 – Supplies Categories – Lot 7 Storage Boxes & Racks
- Annex 8 – Supplies Categories – Lot 8 Syringes, Needles and Blood Collection
- Annex 9 – Supplies Categories – Lot 9 Disposable Pipettes & Tips