

Request for Proposal



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

Subject Marine Contingent Labour for the British Antarctic Survey

Sourcing reference number PS18170

UK Shared Business Services Ltd (UK SBS)

www.ukpbs.co.uk

Registered in England and Wales as a limited company. Company Number 6330639.
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VAT registration GB618 3673 25
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Section 1 – About UK Shared Business Services

Putting the business into shared services

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

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

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

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

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

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

Our Customers

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

UK SBS currently manages £700m expenditure for its Contracting Authorities.

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

Section 2 – About the Contracting Authority

UK Research and Innovation

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

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

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

For more information, please visit: www.ukri.org

Natural Environment Research Council (NERC)

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

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

Section 3 – Working with the Contracting Authority.

Section 3 – Contact details		
3.1	Contracting Authority Name and address	UK Research and Innovation, Polaris House, Swindon SN2 1ET
3.2	Buyer	Jemma Edwards
3.3	Buyer contact details	professionalservices@uksbs.co.uk
3.4	Estimated value of the Opportunity	Total estimated contract value - £2,400,000 Value incorporates a contract period of 3 years commencing on 3 rd December 2018, with the option for the contracting authority to extend for up to a further 1 year
3.5	Process for the submission of clarifications and Bids	All correspondence shall be submitted within the Emptoris e-sourcing tool. Guidance Notes to support the use of Emptoris is available here. Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid <u>not</u> being considered.

Section 3 - Timescales		
3.6	Date of posting of Contract advert to OJEU.	11 th September 2018
3.7	Date RFP available to Bidders	13 th September 2018
3.8	Bidder conference (if relevant)	Not required
3.9	Latest date / time RFP clarification questions shall be received through Emptoris messaging system	1st October 2018 14:00
3.10	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through Emptoris	3 rd October 2018

3.11	Closing date and time for Bidder to request RFP documents	15 th October 2018 14:00
3.12	Closing date and time for Bidder to submit their response ('the deadline').	16 th October 2018 14:00
3.13	Bidder Presentations	30 th October 2018 and 31 st October 2018 Dates and times to be issued to bidders that have satisfied all pass/fail criteria w/c Monday 22 nd October 2018
3.14	Notification of proposed Contract award to unsuccessful bidders	13 th November 2018
3.15	Anticipated Contract Award Date	24 th November 2018
3.16	Commencement of Contract	3 rd December 2018
3.17	Bid Validity Period	90 Days

Section 4 – Specification and about this procurement

British Antarctic Survey

Vision

To be a world-leading centre for polar science and polar operations, addressing issues of global importance and helping society adapt to a changing world.

Our Mission

BAS is a research-driven organisation recognised for:

- Commitment to excellence in science
- Operational professionalism and innovation in everything we do
- A partner of choice for science, operations and business wherever polar expertise can be applied
- Safely delivering complex operations in extreme environments
- Commitment to environmental stewardship of the polar regions
- Developing our staff to reach their full potential
- Sustaining an active and influential presence in Antarctica on behalf of the UK, and playing a leadership role in Antarctic affairs
- Engagement with policy-makers, government and the public

Our Strategy

The Polar Regions may be at the ends of the Earth but what happens there affects us all. Understanding how the Earth works, and in particular how it is responding to ever-increasing human pressures, is one of science's greatest challenges.

Our scientific research programme, Polar Science for Planet Earth, sets the strategic direction for British Antarctic Survey, demonstrates our commitment to partnership and promotes our Vision and Mission to deliver excellence, impact and leadership in science.

Our operational teams aim to provide and operate world-leading research infrastructure that enables scientists from the UK, and colleagues from many nations, to work safely and effectively in the polar regions. A key goal is to be recognised nationally and internationally as a partner of choice for polar operational expertise wherever it can be applied.

Our people are fundamental to BAS achieving its ambition to deliver world class, innovative science within the international Polar community and maintain our national and international reputation for scientific, operational and engineering excellence. We aim to ensure that we continue to deliver professional and enabling Human Resources services that are aligned with BAS scientific and operational strategic priorities.

British Antarctic Survey is committed to improving the relationship between science and society. We promote and explain the importance and relevance of our science and operational activities by engaging with policy-makers within government departments, presenting our science to business leaders and through our public engagement and media relations programme.

BAS is at a very exciting time in its history with the Sir David Attenborough being floated into the river Mersey on 16 July 2018. Also, there is extensive investment in polar science including:-

- Extensive modernisation of research stations at Bird Island, King Edward Point and Rothera
- Re-modelling of the wharf at Rothera to accommodate our new research vessel – the Sir David Attenborough

Although this is a very exciting time at BAS, it is equally uncertain not least of all due to the transition of our fleet from three ships to one.

This uncertainty will impact our commercial and other business requirements.

Marine Strategy

BAS currently operates two research vessels, the RRS James Clark Ross and RRS Ernest Shackleton.

RRS James Clark Ross

RRS *James Clark Ross* (JCR), launched by HM the Queen in 1990, is primarily a marine research vessel for biological, oceanographic and geophysical cruises. It is equipped with a suite of laboratories and winch systems that allows scientific equipment to be deployed astern or amidships. The ship has an extremely low noise signature, allowing the deployment of sensitive acoustic equipment. A swath bathymetry system was fitted in 2000. The JCR also carries out some cargo and logistical work. During the northern summer the JCR supports NERC research, largely in the Arctic.

RRS *James Clark Ross* (named after Admiral Sir James Clark Ross, R.N.) was built by Swan Hunter Shipbuilders, Wallsend, UK. The vessel can steam at a steady two knots through level sea ice one metre thick. To assist passage through heavy pack ice a compressed air system rolls the ship from side to side freeing the passage.

RRS Ernest Shackleton

RRS *Ernest Shackleton* (ES), launched in 1995, is primarily a logistics vessel used to transport cargo, fuel and passengers. The ship also has a basic scientific capability and undertakes some research work. During the northern summer, the ES is commercially chartered and usually works in the North Sea. Built by Kverner Kleivn Leirvik A/S, Norway as the MV Polar Queen for the Rieber Shipping of Bergen she was deployed in the Antarctic by other national programmes before being acquired by The British Antarctic Survey in August 1999.

The vessel was renamed RRS *Ernest Shackleton* after the famed polar explorer.

The vessel is ice strengthened and capable of a wide range of logistic tasks as well as having a scientific capability. She has a cargo tender “Tula” on deck for ship-to-shore transfer of equipment for those occasions when the ship cannot berth alongside.

Sir David Attenborough

A new polar research ship for Britain.

Construction is progressing on the RRS *Sir David Attenborough* – one of the most advanced

polar research vessels in the world. From 2019 onwards scientists researching oceans, ice and atmosphere will have access to state-of-the-art facilities on this floating multidisciplinary research platform.

The new polar ship is commissioned by NERC, built by Cammell Laird to a Rolls-Royce design and operated by British Antarctic Survey. This new research platform will transform how ship-borne science is conducted in the Polar Regions. The commissioning of the RRS Sir David Attenborough is part of a major Government polar infrastructure investment programme designed to keep Britain at the forefront of world-leading research in Antarctica and the Arctic. This £200m commitment represents the UK Government's largest investment in polar science since the 1980s.

Technical features

- Length: 129; beam: 24m; weight: 15,000gt
- Scientific cargo volume of approximately 900m³
- Endurance – up to 60 days (Polar Regions)
- Range 19,000nm at 13 knots (24 km/h) cruising speed; more than enough for a return trip from England to Rothera Research Station, or to circle the entire Antarctic continent twice!
- Ice breaking capability – up to 1m thick at 3 knots (5.6 km/h)
- Bow and stern thrusters for excellent dynamic positioning in challenging conditions
- Launch and recovery of aerial and ocean robotic systems
- Crew approx. 30
- Accommodation for up to 60 scientists and support staff

With greater fuel efficiency and an ability to use remotely operated and robotic technologies, the ship is expected to reduce the environmental impact of ship-borne science and save more than £100m in operating costs over its 25-year lifespan.

Britain has been a world leader in polar exploration and research for over a century. Studying these remote regions plays a crucial role in helping us understand the changes in our planet's oceans, marine life and climate system. The two existing British polar ships, the RRS *Ernest Shackleton* and the RRS *James Clark Ross*, are nearing the end of their 25-year lifespan, so there is a need for a new, modern platform for Arctic and Antarctic research. Operated by British Antarctic Survey (BAS), the ship will be available year-round to the whole UK research community, including postgraduate trainees.

Enhanced Scientific Capability

The RRS Sir David Attenborough's design optimises her ability to support science in extreme environments. A wide range of specialist scientific facilities, instruments and laboratories will enable scientists to conduct a wide range of multi-disciplinary sciences to study the ocean, seafloor and atmosphere. Data from the deep ocean and under-ice inaccessible locations will be captured using robotic and remotely operated devices.

She is the first British polar research ship to feature a moon pool – a vertical shaft (~4 x 4 m) running through the vessel and open to both the air (at deck level) and sea (at the hull). Using the moon pool, scientific equipment can be deployed and recovered through the centre, and thus most stable part, of the hull. This is both easier and safer than deploying equipment over the side or stern, particularly in the rough seas characteristic of the polar oceans.

While the ship will have a number of laboratories on board, the increased space for containerised laboratories from RRS James Clark Ross introduces a new level of flexibility in science support. As technologies and techniques change the containers can be reconfigured

to ensure research teams have what they need to conduct world-leading science.

Intelligent Instruments and Marine Robotics

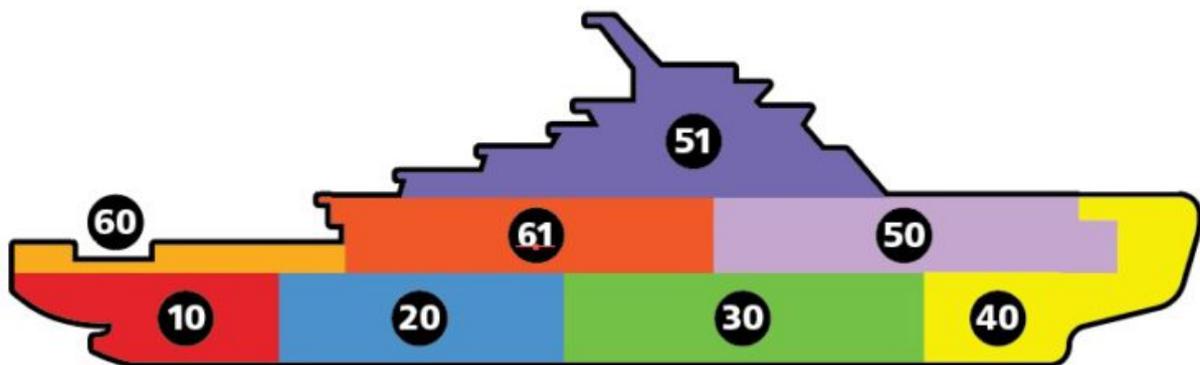
The ship will have the capability to deploy, operate and control a range of remotely piloted science instruments at the same time (i.e. both airborne and marine remotely operated vehicles and autonomous platforms) in polar regions.

Operational Capability

The new polar ship for Britain will operate year-round. She will spend the northern summer supporting Arctic research cruises and the austral summer in Antarctica carrying out research programmes and transporting people and supplies to BAS research stations. With her ability to spend up to 60 days at sea unsupported, and an ice-strengthened hull designed to break through ice up to 1m thick, the RRS Sir David Attenborough will undertake extensive voyages with significantly greater geographic coverage than the RRS James Clark Ross. The ship's operational facilities will enable it to undertake logistics work efficiently, maximising the time spent on research cruises.

Building a New Polar Vessel

Modern ships are constructed in blocks:-



BAS currently operates two vessels; four teams of two crews per ship operate these. They are on a 3 month on 3 month off rotation; this rotation may vary to keep any one team from always being deployed over Christmas and or having back-to-back refits. We are in the process of commissioning a new vessel into service, which will replace our two existing ships. During this transitional period of moving from two to one ship. Those mariners that have secured berths on the new vessel, will be deployed from our current ships as various milestones in the build are achieved.

As these mariners deploy to the new build, we will require seafarers to backfill those vacant posts on a short-term basis.

Crew rotation:

- 3 months on, 3 months off. But will vary as stated above.

Service area:

- Antarctic/Arctic/Denmark for refits/Atlantic corridor from UK to Falkland Islands

Vessels service time:

- **RRS Ernest Shackleton:** This is currently a bareboat charter that will end 31/7/19, the vessel will be handed back to the owner at this point.
- **RRS James Clark Ross:** This is a UK government owned vessel and will continue to operate until summer of 2020. At that point the vessel will be sold and no longer operated by BAS/NERC
- **RRS Sir David Attenborough:** Currently under construction and due into active service 10/20.

Ranks of mariners required:

- Deck officers
- Catering officer/Purser
- Engineering officers
- Deck ratings
- Catering ratings
- Engine room ratings
- Science deck Bosun
- Science deck engineer
- Electronic technical radio/comms officers
- Electrical Technical Officer (ETO)

The current job specifications for all of the above mariners are attached at appendix C, these job specifications may be subject to change in line with the Contracting Authorities operational requirements or regulatory requirements.

Service Specification

BAS requires ad-hoc marine contingent labour to be supplied to the BAS vessels as and when required. This procurement relates to the establishment of a framework agreement, which will be divided into 3 lots as follows:

Lot 1 – Deck

Roles covered: Master, Chief Officer, 2nd Officer, 3rd Officer, Bosun, Bosun's Mate, Science Bosun, Launchman, ABs

Lot 2 - Engine

Roles covered: Chief Engineer, 2nd Engineer, 3rd Engineer, 4th Engineer, Deck Engineer, ETO Engineer, ETO Comms, Motorman

Lot 3 - Catering

Roles covered: Purser, Cook-Stewards, Senior Stewards, Stewards, Chief Cook, Cook

The demand of marine contingency workers will increase significantly as staff move from their current vessels to the RRS Sir David Attenborough. There will be a period from November 2018 until July 2020 where three vessels will be in service. Keeping up with the demands of BAS will be vital in supporting key science.

Following the phasing out of RRS Ernest Shackleton and RRS James Clark Ross, there may be a reduction in marine contingency workers. As such, it is important to highlight that there is likely to be a change in demand in the future.

Marine Recruitment Agencies must be able to deliver marine staff to the vessels within a minimum of 24 hours if the vessel is within the UK or a minimum of 72 hours if the vessel is overseas. Within the 72-hour period, it is expected that the seafarer will actually be at the

ship.

These mariners must be eligible to work in the UK. All supplied mariners must meet the requirements of the job role (appendix c) and must hold all valid and relevant certificates including SEA (Seafarer Employment Agreement), passport and ENG1 prior to joining the vessels. Contingent staff are expected to have completed the required security checks prior to joining the vessel if time permits. If this is not possible the agency must request approval from BAS for the worker to commence their assignment.

The marine contingent staff are to remain employees of the recruitment agency. Therefore, agencies must be able to provide payroll services. Agencies will book travel to and from the vessel in line with BAS Travel Policy and the below statement which is in line with a permanent employee's terms and conditions of contract, all costs that meet the criteria stated shall be invoiced to BAS.

Extract from a permanent employee's contract:

“Travel and Subsistence

When joining or leaving a vessel (which may involve air travel), or travelling in other circumstances as requested, Marine Staff are entitled to free travel to or from a main residence within the below list and as agreed between the employee and NERC in the SEA:

- *Countries within the European Union;*
- *British overseas territories; and*
- *The operational theatre of BAS vessels i.e. the Atlantic corridor from the UK to the Falkland Islands, Chile and Capetown.*

Payment for travel to somewhere other than the countries listed above is not automatic and will be entirely at NERC discretion.

Details of travel and allowances applicable to all Marine staff (which may be liable to Income Tax deduction) are as follows:

- *Rail Second Class*
- *Ferries Economy*
- *Air Economy*

Public transport should be utilised wherever practicable. The use of a private car, motor cycle or pedal cycle is permitted, provided that appropriate authorisation has been given prior to the travel taking place.

Standard subsistence rates, as detailed in the RCUK Travel, Subsistence and Expense Policy, apply to Marine staff. A copy of the policy is available on board or can be requested from the HR Department.

Hire Cars

When travelling on official NERC business in the UK, Marine Staff may use, with prior BAS approval, a hire car. The use of hire cars will only be approved when it is considered to be safe and cost effective method of travel. At other times, public transport should be utilised wherever practicable. Requests for the use of hire cars should be made as far in advance as possible. If more than one member of staff is travelling in the same general direction at the same time by hire car, it is expected that one car will be used for the journey. The arrangements for hire cars, once approved, will be made through BAS Operations. Staff using hire cars arranged by BAS are required to ensure that the cars are returned to the hire

company with a full fuel tank. All accidents and incidents involving hire cars must be reported to BAS at the earliest possible opportunity. Full details of any incident will be required, in writing, as soon as is reasonably practicable. Any legal penalties incurred while driving a hire car will be the personal responsibility of the Marine Staff.

Risk assessments are in place for staff using hire cars. If BAS believes there are unacceptable risks, which could include fatigue after a long flight, approval will not be given. In all instances the NERC Health and Safety guidelines for driving must be complied with. Disciplinary procedures may ensue if these are not adhered to.

Marine Staff, when standing by or working by a vessel in port or when on duty elsewhere involving an overnight stay, are entitled to payment at the appropriate NERC rate, unless accommodation arrangements have already been made by BAS for logistical or essential operational reasons. Marine Staff are not entitled to change these arrangements.

Baggage Allowance

In the event that Marine Staff are required to travel by air, the normal baggage allowance shall be 30 kilograms inclusive of the airlines free allowance. The cost of any excess baggage, unless it is baggage carried at NERC's request, will be for the Marine Staff's own account and must be settled, by the Marine Staff, at the time of travel."

Contingent staff who will be working at seas outside of the UK may be able to claim tax relief. It is the responsibility of the recruitment agency and contingent worker to manage this.

A dedicated account manager is expected to be assigned to the BAS account. Any requests or queries from BAS HR will be directed to the Account Manager. If and when appropriate, account meetings may be held as and when required to review the recruitment process. Recruitment agencies can be flexible in maintaining their pool of candidates as long as they meet the timescales required. If there is an opportunity to manage this via an online portal, this will be taken into consideration.

Timesheets will be completed by the individual on-board the vessel and will be signed off by the master.

Invoices will be paid within 30 days of being received. Invoices are to be sent to BAS HR. This will be paid via UKSBS (UK Shared Business Services) on the behalf of BAS.

Process

The recruitment process is as follows:

1. Requirement for a mariner to join at short notice
2. BAS HR will inform agency of requirement via email/phone.
3. Agency will acknowledge BAS request within 2 working hours and send CVs within 12 working hours (on occasion these timescales may need to reduce if an urgent requirement to on-board a worker within 24 hours is received, if this is the case you will be notified within the original request). BAS HR will send CVs to Master, Master will review and inform HR who they would like to join.
4. BAS HR will inform agency who they would like to join
5. Agency will carry out the instruction and book medicals and travel. Agencies will send over mariner's certificates and passport for BAS records. Certificates and passports will be stored in a secure location and be destroyed after 12 months.

Specific role requirements

All candidates put forward must meet the mandatory requirements of the job description. If candidates do not meet the mandatory requirements, they will not be considered.

Regulatory requirements

SEA (Seafarer Employment Agreement) will be created and issued by the Recruitment Agency.

Valid UK passport

All Recruitment and Placement Agencies must comply with the Maritime Labour Convention (MLC) 2006 Certificate of Conformity. The validity of the certificate must be upheld throughout its contract with BAS.

All supplied mariners must have valid and relevant certificates such as a valid COC (Certificate of Competence) or COE (Certificate of Equivalent Competency) recognised by the MCA.

All supplied mariners must have a valid ENG1 to join BAS vessels.

Supplied mariners will be deployed to the Arctic or the Antarctic and therefore must complete BAS Medical Unit (BASMU) medical checks to ensure they are fit for deployment. Medicals are to be completed by the individual and a GP. Completed medical paperwork is sent back to BAS HR via the recruitment agency. The completed medical will need to have the final sign off by BASMU before deployment. The agency can claim back the medical expenses up to a value of £150 per medical.

Terms and Conditions

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

Section 5 – Evaluation model

5.1 Introduction

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

5.2 Evaluation of Bids

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

5.3. SELECTION questionnaire – all lots

- 5.3.1 The Selection questionnaire shall be marked against the following Selection pass / fail and scoring 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	SEL 2.8	Self cleaning
Selection Part B	SEL 2.9	Payment of tax or social security
Selection Part B	SEL 2.10	Cyber essentials
Selection Part B	SEL2.20	General Data Protection Act (GDPR)
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	SEL4.3	Wider group / guarantee
Selection Part D	SEL4.4	Insurance
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	SEL5.9	Unlawful discrimination
Selection Part E	SEL5.10	Checking sub-contractors for unlawful discrimination
Selection Part E	FOI1.1	Freedom of information
Selection Part E	PROJ1.1	Maritime and Coastguard Agency Approval
		In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.

5.3.3 Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.

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

5.3.5 During the evaluation stage, the intention is that only Bidders who pass all the Mandatory and Discretionary requirements of the RFP will be considered for award stage evaluation.

5.4. AWARD questionnaire – all lots

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

Award Pass/fail criteria		
Questionnaire	Q No.	Question subject
Commercial	AW1.1	Form of Bid

Commercial	AW1.3	Certificate of bona fide Bid
Commercial	AW4.1	Compliance to the Contract Terms
Commercial	AW4.2	Changes to the Contract Terms
Commercial	AW5.1	Firm and fixed price
Commercial	AW5.5	E Invoice
Commercial	AW5.6	E Invoice implementation
Quality	AW6.1	Compliance to the Specification
Quality	AW6.2	Variable Bids
-	-	Request for Quotation response – received on time within the e-sourcing tool
<p>In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.</p>		

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

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

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

Award Scoring criteria – LOT 1 DECK ROLES

Evaluation Justification Statement

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

Questionnaire	Q No.	Question subject	Maximum Marks
Price	AW5.2	Price	30%
Quality	AW6.3	Knowledge and Expertise	15%
Quality	AW6.4	Understanding	15%
Quality	AW6.5	Methodology	25%
Quality	AW6.6	Presentation	15%

Award Scoring criteria – LOT 2 ENGINE ROLES

Evaluation Justification Statement

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

Questionnaire	Q No.	Question subject	Maximum Marks
Price	AW5.2	Price	30%
Quality	AW6.3	Knowledge and Expertise	15%
Quality	AW6.4	Understanding	15%
Quality	AW6.5	Methodology	25%
Quality	AW6.6	Presentation	15%

Award Scoring criteria – LOT 3 CATERING ROLES

Evaluation Justification Statement

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

Questionnaire	Q No.	Question subject	Maximum Marks
Price	AW5.2	Price	30%
Quality	AW6.3	Knowledge and Expertise	15%
Quality	AW6.4	Understanding	15%
Quality	AW6.5	Methodology	25%
Quality	AW6.6	Presentation	15%

Award Evaluation of criteria

Non-Price elements

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

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

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

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

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

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

0	The Question is not answered or the response is completely unacceptable.
10	Extremely poor response – they have completely missed the point of the question.
20	Very poor response and not wholly acceptable. Requires major revision to the response to make it acceptable. Only partially answers the requirement, with major deficiencies and little relevant detail proposed.
40	Poor response only partially satisfying the selection question requirements with deficiencies apparent. Some useful evidence provided but response falls well short of expectations. Low probability of being a capable supplier.
60	Response is acceptable but remains basic and could have been expanded upon. Response is sufficient but does not inspire.
80	Good response which describes their capabilities in detail which provides high levels of assurance consistent with a quality provider. The response includes a full description of techniques and measurements currently employed.
100	Response is exceptional and clearly demonstrates they are capable of meeting the requirement. No significant weaknesses noted. The response is compelling in its description of techniques and measurements currently employed, providing full assurance consistent with a quality provider.

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

Example

Evaluator 1 scored your bid as 60

Evaluator 2 scored your bid as 40

Evaluator 3 scored your bid as 80

Evaluator 4 scored your bid as 60

Your final score will $(60+40+80+60) \div 4 = 60$

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 x 50 = 40)

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

Agreement duration and lotting structure

The agreement duration will be for a period of three years, with the option to extend by BAS for up to a further 1 year. The anticipated start date for the agreement is 3rd December 2018. The contract will be in the form of a framework agreement, with 3 lots as detailed below, bidders can provide a proposal for one or multiple lots.

Lot	Description	Maximum number of successful suppliers required for this lot
Lot 1	Deck Roles covered: Master, Chief Officer, 2nd Officer, 3rd Officer, Bosun, Bosun's Mate, Science Bosun, Launchman, ABs	8
Lot 2	Engine Roles covered: Chief Engineer, 2nd Engineer, 3rd Engineer, 4th Engineer, Deck Engineer, ETO Engineer, ETO Comms, Motorman	8
Lot 3	Catering Roles covered: Purser, Cook-Stewards, Senior Stewards, Stewards, Chief Cook, Cook	8

Evaluation process for appointment onto individual lots on the framework agreement

All bidders will be ranked based on their total tender score for each lot, up to a maximum of 8 bidders will be appointed onto each lot of the framework agreement.

The total quality score is lot specific, with the exception of the presentation section, for which a single presentation will be requested covering all lots within the scope of the proposal provided. The score awarded for the presentation will be applied consistently across all lots. The price score will also be lot specific and will be calculated as detailed above. The cells indicated in the pricing template (O28, O47, O60, shaded in grey) will be used for the purposes of evaluating your pricing submission against each lot.

Call-off process for use of the framework agreement post award

BAS will utilise the framework by firstly approaching the 1st ranked company (company with the

highest score) on the relevant lot to cover their requirements, if the 1st ranked company is not able to provide a sufficient level of CVs, cannot meet the stipulated timescales, or are not able to provide candidates that meet all of the requirements of the job specification, then BAS will approach the 2nd ranked company on that lot, if the 2nd ranked company is not able to cover the requirements, BAS will approach the 3rd ranked company, and continue down to work through the next highest ranked company until their requirements are met.

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 the Contracting Authority 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 the Contracting Authority.• Unacceptable Bids maybe subject to clarification by the Contracting Authority 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.
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 are is available at
<http://www.ukpbs.co.uk/services/procure/Pages/supplier.aspx>

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 6 – Award questionnaire

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

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

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 7 – General information

7.1. Introduction

- 7.1.1 The Contracting Authority wishes to establish a Contract for the provision of Marine Contingent Labour. The Contracting Authority is managing this procurement process in accordance with the Public Contracts Regulations 2015 (as may be amended from time to time) (the “Regulations”). This is a services Contract being procured under the OJEU Open Procedure
- 7.1.2 The Contracting Authority is procuring the Contract for add for its exclusive use.
- 7.1.3 UK SBS and the Contracting Authority logo, trademarks and other identifying marks are proprietary and may not be incorporated in the Companies response without or the Contracting Authority’s written permission.
- 7.1.4 The Bidder shall indemnify and keep indemnified UK SBS and the Contracting Authority against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Bidder of this document.
- 7.1.5 If there is any doubt with regard to the ambiguity of any question or content contained in this questionnaire then PLEASE ASK a clarification question, but please ensure that your question is via the formal clarification process in writing to the UK SBS representative nominated. No approach of any kind in connection with this opportunity should be made to any other person within, or associated with UK SBS or the Contracting Authority. All information secured outside of this named contact shall have no legal standing or worth and should not be relied upon.
- 7.1.6 It remains the responsibility of the Bidder to keep UK SBS and the Contracting Authority informed of any matter that may affect continued qualification
- 7.1.7 Prior to commencing formal evaluation, Submitted Responses will be checked to ensure they are fully compliant with the Pass / Fail criteria within the Evaluation model. Non-compliant Submitted Responses may be rejected by the Contracting Authority. Submitted Responses which are deemed by the Contracting Authority to be fully compliant will proceed to evaluation. These will be evaluated using the criteria and scores detailed in the matrix set out in [Section 5](#).
- 7.1.8 Whilst it is the Contracting Authority’s [and any relevant Other Public Bodies] intention to purchase the majority of its services under this Contract Arrangement from the Supplier(s) appointed this does not confer any exclusivity on the appointed Suppliers. The Contracting Authority and any relevant Other Public Bodies reserve the right to purchase any services and services (including those similar to the services covered by this procurement) from any Supplier outside of this Contract..
- 7.1.9 The Contracting Authority reserves the right not to conclude a Contract as a result of the current procurement process. Bidders should review the contents of Section 7 paragraph 7.8.1 when considering submitting their Response.
- 7.1.10 The services covered by this procurement exercise have been sub-divided into Lots as follows:

Lot	Description	Maximum number of successful suppliers required for this lot
Lot 1	Deck Roles covered: Master, Chief Officer, 2nd Officer, 3rd Officer, Bosun, Bosun's Mate, Science Bosun, Launchman, ABs	8
Lot 2	Engine Roles covered: Chief Engineer, 2nd Engineer, 3rd Engineer, 4th Engineer, Deck Engineer, ETO Engineer, ETO Comms, Motorman	8
Lot 3	Catering Roles covered: Purser, Cook-Stewards, Senior Stewards, Stewards, Chief Cook, Cook	8

- 7.1.11 The Contracting Authority shall utilise the Crown Commercial Service (CCS – previously Government Procurement Service) Emptoris e-sourcing tool url <https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp> to conduct this procurement. There will be no electronic auction following the conclusion of the evaluation of the Request for 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.
- 7.1.12 Please utilise the messaging system within the e-sourcing tool located at <https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp> within the timescales detailed in Section 3. if you have any doubt as to what is required or will have difficulty in providing the information requested. Bidders should note that any requests for clarifications may not be considered by the Contracting Authority if they are not articulated by the Bidder within the discussion forum within the e-sourcing tool.
- 7.1.13 Bidders should read this document, RFX attachments, messages and the evaluation questionnaires carefully before completing the Response submission. Failure to comply with any of these instructions for completion and submission of the Submitted Response may result in the rejection of the Response. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the services and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.
- 7.1.14 All material issued in connection with this RFP shall remain the property of the Contracting Authority and/or as applicable relevant OPB and shall be used only for the purpose of this procurement. All Due Diligence Information shall be either returned to the Contracting Authority or securely destroyed by the Bidder (at the Contracting Authority's option) at the conclusion of the procurement

- 7.1.15 The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and the Conditions of Response.
- 7.1.16 The Bidder shall not make contact with any other employee, agent or consultant of UK SBS or the Contracting Authority or any relevant OPB or Customer who are in any way connected with this procurement during the period of this procurement, unless instructed otherwise by the Contracting Authority.
- 7.1.17 The Contracting Authority shall not be committed to any course of action as a result of:
- 7.1.18.1 issuing this RFP or any invitation to participate in this procurement ;
 - 7.1.17.2 an invitation to submit any Response in respect of this procurement;
 - 7.1.17.3 communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement; or
 - 7.1.17.4 any other communication between UK SBS, the Contracting Authority and/or any relevant OPB (whether directly or by its agents or representatives) and any other party.
- 7.1.18 Bidders shall accept and acknowledge that by issuing this RFP the Contracting Authority shall not be bound to accept any Response and reserves the right not to conclude a Contract for some or all of the services for which Responses are invited.
- 7.1.19 The Contracting Authority reserves the right to amend, add to or withdraw all or any part of this RFP at any time during the procurement.
- 7.1.20 Bidders should not include in the Response any extraneous information which has not been specifically requested in the RFP including, for example, any sales literature, standard terms of trading etc. Any such information not requested but provided by the Bidder shall not be considered by the Contracting Authority.
- 7.1.21 If the Bidder is a consortium, the following information must be provided: full details of the consortium; and the information sought in this RFP in respect of each of the consortium's constituent members as part of a single composite response. Potential Providers should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium as indicated in the relevant section of the selection questionnaire SEL1.9 specifically refers. If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided as indicated in the relevant section of the RFP. However, please note the Contracting Authority reserves the right to require a successful consortium to form a single legal entity in accordance with regulation 19(6) of the Regulations. The Contracting Authority recognises that arrangements in relation to consortia may (within limits) be subject to future change. Potential Providers should therefore respond in the light of the arrangements as currently envisaged. Potential Providers are reminded that any future proposed change in relation to consortia must be notified to the Contracting Authority so that it can make a further assessment by applying the selection criteria to the new information provided and consider rejection of the Response if the Contracting Authority reasonably consider the change to have a material impact of the delivery of the viability of the Response.

7.2. Bidder conference

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

7.3. Confidentiality

- 7.3.1 Subject to the exceptions referred to in paragraph 7.3.2, the contents of this RFP are being made available by the Contracting Authority on condition that:
- 7.3.1.1 Bidders shall at all times treat the contents of the RFP and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
 - 7.3.1.2 Bidders shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;
 - 7.3.1.3 Bidders shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Response; and
 - 7.3.1.4 Bidders shall not undertake any publicity activity within any section of the media in relation to this procurement
- 7.3.2 Bidders may disclose, distribute or pass any of the Information to the Bidder's advisers, sub-contractors or to another person provided that either:
- 7.3.2.1 This is done for the sole purpose of enabling a Response to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Bidder; or
 - 7.3.2.2 The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract arising from it; or
 - 7.3.2.3 The Bidder is legally required to make such a disclosure
- 7.3.3 In paragraphs 7.3.1 and 7.3.2 above the term 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.
- 7.3.4 UK SBS and the Contracting Authority may disclose detailed information relating to Responses to its employees, agents or advisers and they may make any of the Contract documents available for private inspection by its officers, employees, agents or advisers. UK SBS and the Contracting Authority also reserve the right to disseminate information that is materially relevant to the procurement to all Bidders, even if the information has only been requested by one Bidder, subject to the duty to protect each Bidder's commercial confidentiality in relation to its Response (unless there is a requirement for disclosure as explained in paragraphs 7.4.1 to 7.4.3 below).
- 7.3.5 All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.

For these purposes, the Contracting Authority may disclose within Government any of the Bidders documentation/information (including any that the Bidder considers to be confidential and/or commercially sensitive such as specific bid information)

submitted by the Bidder to the Contracting Authority during this Procurement. Subject to section 7.4 below, the information will not be disclosed outside Government. Bidders taking part in this RFP consent to these terms as part of the competition process.

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

USEFUL INFORMATION LINKS

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

7.4 Freedom of information

- 7.4.1 In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the ‘FoIA’) and the Environmental Information Regulations 2004 (the ‘EIR’) (each as amended from time to time), UK SBS and the Contracting Authority may be required to disclose information submitted by the Bidder to the to the Contracting Authority.
- 7.4.2 In respect of any information submitted by a Bidder that it considers to be commercially sensitive the Bidder should complete the Freedom of Information declaration question defined in the Question FOI1.2.
- 7.4.3 Where a Bidder identifies information as commercially sensitive, the Contracting Authority will endeavour to maintain confidentiality. Bidders should note, however, that, even where information is identified as commercially sensitive, the Contracting Authority may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, the Contracting Authority

is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Contracting Authority cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.

7.4.4 Where a Bidder receives a request for information under the FoIA or the EIR during the procurement, this should be immediately passed on to the Contracting Authority and the Bidder should not attempt to answer the request without first consulting with the Contracting Authority.

7.4.5 Bidders are reminded that the Government's transparency agenda requires that sourcing documents, including RFP templates such as this, are published on a designated, publicly searchable web site, and, that the same applies to other sourcing documents issued by the Contracting Authority, and any contract entered into by the Contracting Authority with its preferred supplier once the procurement is complete. By submitting a response to this RFP Bidders are agreeing that their participation and contents of their Response may be made public.

7.5. Response Validity

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

7.6. Timescales

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

7.7. The Contracting Authority's Contact Details

7.7.1 Unless stated otherwise in these Instructions or in writing from UK SBS or the Contracting Authority, all communications from Bidders (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement must be directed through the e-sourcing tool to the designated UK SBS contact.

7.7.2 All enquiries with respect to access to the e-sourcing tool may be submitted to 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 the Contracting Authority, or any of their advisers, be liable for any such costs, expenses or liabilities borne by Bidders or their sub-contractors, suppliers or advisers in this process.

- 7.8.2 Bidders are required to complete and provide all information required by the Contracting Authority in accordance with the Conditions of Response and the Request for Proposal. Failure to comply with the Conditions and the Request for Proposal may lead the Contracting Authority to reject a Response.
- 7.8.3 The Contracting Authority relies on Bidders' own analysis and review of information provided. Consequently, Bidders are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Responses and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement.
- 7.8.4 Bidders must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding their Responses, without reliance upon any opinion or other information provided by the Contracting Authority or their advisers and representatives. Bidders should notify the Contracting Authority promptly of any perceived ambiguity, inconsistency or omission in this RFP, any of its associated documents and/or any other information issued to them during the procurement.
- 7.8.5 Bidders must ensure that each response to a question is within any specified word count. Any responses with words in excess of the word count will only be considered up to the point where they meet the word count, any additional words beyond the volume defined in the word count will not be considered by the evaluation panel.
- 7.8.6 Bidders must ensure that each response to a question is not cross referenced to a response to another question. In the event of a Bidder adding a cross reference it will not be considered in evaluation.

7.9. Submission of Responses

- 7.9.1 The Response must be submitted as instructed in this document through the e-sourcing tool. Failure to follow the instruction within each Section of this document, to omit responses to any of the questions or to present your response in alignment with any guidance notes provided may render the Response non-compliant and it may be rejected.
- 7.9.2 The Contracting Authority may at its own absolute discretion extend the closing date and the time for receipt of Responses specified [Section 3](#).
- 7.9.3 Any extension to the RFP response period will apply to all Bidders.
- 7.9.4 Any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided. Failure to adhere to this requirement will result in the Response not being considered.
- 7.9.5 The Contracting Authority do not accept responsibility for the premature opening or mishandling of Responses that are not submitted in accordance with the instructions of this document.
- 7.9.6 The Response and any documents accompanying it must be in the English language
- 7.9.7 Bidders must submit their response through the e-sourcing tool, unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority. Responses received by any other method than requested will not be considered for the opportunity.

- 7.9.8 Responses will be submitted any time up to the date indicated in [Section 3](#). Responses received before this deadline will be retained in a secure environment, unopened until this deadline has passed.
- 7.9.9 Responses received after the date indicated in [Section 3](#) shall not be considered by the Contracting Authority, unless the Bidder can justify that the reason for the delay is solely attributable to the Contracting Authority
- 7.9.9.1 The Bidder must demonstrate irrefutable evidence in writing they have made best endeavours to ensure the Response was received on time and that the issue was beyond their control.
- 7.9.9.2 Any request for a late Response to be considered must be emailed to the Buyer in [Section 3](#) in advance of 'the deadline' if a bidder believes their Response will be received late.
- 7.9.9.3 The Contracting Authority reserves the right to accept or reject any late Response without justification to the affected Bidder and make no guarantee it will consider any request for a late Response to be considered.
- 7.9.10 Do not seek changes to the Bid after responses have been submitted and the deadline (date and time) for receipt of responses has passed.

7.10. Canvassing

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

7.11. Disclaimers

- 7.11.1 Whilst the information in this RFP, Due Diligence Information and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.
- 7.11.2 Neither UK SBS, the Contracting Authority, nor any relevant OPB's nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:
- 7.11.2.1 makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the RFP; or
- 7.11.2.2 accepts any responsibility for the information contained in the RFP or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
- 7.11.3 Any persons considering making a decision to enter into contractual relationships with the Contracting Authority and/or, as applicable, relevant OPB following receipt of the RFP should make their own investigations and their own independent assessment of the Contracting Authority and/or, as applicable, relevant OPB and its requirements for the 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, the Contracting Authority or, as applicable, relevant OPB the amount or approximate amount of its proposed Response or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Response or insurance or any necessary security); or
- 7.12.1.3 enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Response; or
- 7.12.1.4 enters into any agreement or arrangement with any other party as to the amount of any Response submitted; or
- 7.12.1.5 offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Response or proposed Response, any act or omission,

shall (without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability which such conduct by a Bidder may attract) be disqualified.

7.13. No inducement or incentive

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

7.14. Acceptance of the Contract

7.14.1 The Bidder in submitting the Response undertakes that in the event of the Response being accepted by the Contracting Authority and the Contracting Authority confirming in writing such acceptance to the Bidder, the Bidder will within 20 of being called upon to do so by the Contracting Authority execute the Contract in the form set out in the Contract Terms or in such amended form as may subsequently be agreed.

7.14.2 The Contracting Authority shall be under no obligation to accept the lowest priced or any Response.

7.15. Queries relating to the Response

7.15.1 All requests for clarification about the requirements or the process of this procurement shall be made in through the e-sourcing tool unless where the e-sourcing tool is unavailable due to Emptoris or Crown Commercial Service system

maintenance or failure, in this instance all clarifications shall be by email to the contact defined in [Section 3](#).

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

7.16. Amendments to Response Documents

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

7.17. Modification and withdrawal

- 7.17.1 Bidders may modify their Response where allowable within the e-sourcing tool. No Response may be modified after the deadline for submission of Responses.
- 7.17.2 Bidders may withdraw their Response at any time prior the deadline for submission of Responses [or any other time prior to accepting the offer of a Contract]. The notice to withdraw the Response must be in writing and sent to the Contracting Authority by recorded delivery or equivalent service and delivered to the Head of Policy UK SBS at UK Shared Business Services Ltd, Procurement , Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1ET

7.18. Right to disqualify or reject

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

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

7.19. Right to cancel, clarify or vary the process

7.19.1 The Contracting Authority reserves the right to:

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

7.20.. Notification of award

7.20.1 The Contracting Authority will notify the successful Bidder of the Contract award in writing and will publish an Award Notice in the Official Journal of the European Union in accordance with the Regulations within 30 days of the award of the contract.

7.20.2 As required by the Regulations all successful and unsuccessful Bidders will be provided with an email advising the outcome of the submission of their RFP response.

Appendix 'A' Glossary of Terms

TERM	MEANING
"UK SBS"	means UK Shared Business Services Ltd herein after referred to as UK SBS.
"Bid", "Response", "Submitted Bid ", or "RFP Response"	means the Bidders formal offer in response to this Request for Proposal
"Bidder(s)"	means the organisations being invited to respond to this Request for Proposal
"Central Purchasing Body"	means a duly constituted public sector organisation which procures supplies/services/works for and on behalf of contracting authorities
"Conditions of Bid"	means the terms and conditions set out in this RFP relating to the submission of a Bid
"Contract"	means the agreement to be entered by the Contracting Authority and the Supplier following any award under the procurement
"Contracting Bodies"	means the Contracting Authority and any other contracting authorities described in the OJEU Contract Notice
"Contracting Authority"	A public body regulated under the Public Contracts Regulations on whose behalf the procurement is being run
"Customer"	means the legal entity (or entities) for which any Contract agreed will be made accessible to.
"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 the Contracting Authority for the purpose of better informing the Bidders responses to this Request for Proposal
"EIR"	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
FoIA	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
"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 the Contracting Authority
"Request for Proposal" or "RFP"	means this Request for Proposal documentation and all related documents published by the Contracting Authority and made available to Bidders and includes the Due Diligence Information. NOTE: This document is often referred to as an Invitation to Tender within other organisations
"Supplier"	means the organisation awarded the Contract

“ supplies /services/works ”	means any supplies/services and supplies or works set out at within Section 4 Specification
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