



UK Biocentre Limited

Procurement Name:
Catering Services

Procurement Reference Number: UKBC003

Invitation to Tender (ITT)

Volume 1:
Process Overview and Guidance to Bidders

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1 Background and Selection / Award Methodology

1.1 Introduction

UK Biocentre (UKBC) was incorporated as a limited company on 4 May 2011 as a separate legal entity to its owner, UK Biobank, in order to utilise the skills and knowledge gained by UK Biobank in sample storage, processing, analysis and management. The primary service offered by UKBC to its customers is the collection, storage and assay of biological samples gathered from human volunteers.

Since then, amongst other projects, UKBC has been appointed by Oxford University to establish and operate a biorepository for the storage and management of tissue samples at a site in Milton Keynes. Work commenced in spring 2014 and the “NIHR National Biosample Centre” officially opened for business in 2015.

By building on, and extending, the successful approaches and skills developed in creating UK Biobank, UKBC provides an independent centre of excellence to support all aspects of these studies, providing gold-standard methods and implementation and the most cost-effective use of human and capital resource. The speed and quality of studies is improved and allows academics and industrial partners to focus on study design and data analysis and interpretation.

UKBC provides a centre of excellence for the service elements of studies involving data or sample collection. UKBC’s laboratories in Milton Keynes are being used to analyse swab samples to support the national effort against the coronavirus pandemic, as the first of three ‘Lighthouse Labs’.

For further information about UKBC please refer to: www.ukbiocentre.com

1.2 Enquiries regarding the Invitation to Tender (ITT)

Enquiries regarding this Invitation to Tender must be directed through the dedicated e-mail address as described further in Section 4 of this ITT Volume 1.

1.3 This Procurement

UKBC is seeking a Bidder that can provide catering services in Milton Keynes for UKBC staff.

The initial contract term will be 6 months, with the option for UKBC to extend on further occasions by further 3 month periods, up to a maximum total term of 2 years (i.e. inclusive of the initial term), with the contract anticipated to commence in early March 2021.

Full details of the services required are included within the specification.

This procurement comprises services listed in Schedule 3 of the Public Contracts Regulations 2015 (as amended) (“PCR 2015”). The award process is therefore being conducted pursuant to Regulations 74-76, although UKBC is following a process akin to the open procedure under Regulation 27 of PCR 2015.

1.4 Selection Criteria

The selection elements of this procurement shall be assessed in 2 parts. A Bid submitted for these services will only be considered from a Bidder who is not excluded pursuant to Regulation 57 of PCR 2015. and which has met UKBC’s required minimum standards for technical and professional ability.

UK Biobank will review the financial information provided by the Bidder that submits the most economically advantageous tender following the application of the award criteria. Economic and Financial standing will therefore only be considered after evaluation of the award questions, so only applied to the proposed winning Bidder. UKBC shall rely on a credit check and the financial information provided by the proposed winning Bidder (including audited financial statements or equivalent financial documents that can be attested to provide a true and fair view of the financial position of the Bidder) to assess the financial standing of the proposed winning Bidder. Where the proposed winning Bidder is not considered to have sufficient financial standing UKBC will exclude that Bidder, re-run the pricing evaluation to identify the Bidder that has submitted the most economically advantageous bid and the process as stated in this paragraph would therefore be repeated.

Compliance with the minimum selection assessment is an ongoing requirement, and Bidders must notify UKBC without delay should changes in circumstances arise following bid submission which could impact on a Bidder meeting the minimum selection thresholds set down.

Whilst Bidders are able to self-declare compliance in response to a number of the selection criteria, verification checks will need to be undertaken on the successful Bidder, with failure to pass this verification stage leading to the successful Bidder being excluded (and UKBC would reserve the right to re-run the pricing evaluation (without the excluded Bidder's tendered price) to identify the new Bidder that has submitted the most economically advantageous bid and repeat the process of assessing Economic and Financial Standing and verification checks).

For the selection questions, UKBC uses the Crown Commercial Service Standard Selection Questionnaire, as required by PCR 2015. Details of the minimum standards are below. Where a Bidder does not meet those minimum standards, that Bidder will be excluded from the process and the Bid of that Bidder will not be evaluated. There are particular instructions in Section 4.2.11 below for consortium Bidders and Bidders that are seeking to rely on a third party (pursuant to Regulation 63 of PCR 2015) in order to meet the minimum selection standards.

As detailed in section 4.2.11 of this document, every organisation that is being relied on to meet the selection criteria, including parent companies, must complete and submit Part 1 and Part 2, and the self-declaration.

All sub-contractors relied upon to meet the minimum selection criteria are required to complete Part 1 and Part 2.

If you are tendering on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions to Part 3, on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

UKBC will have regard to the extent to which service levels for catering services are, in each case, reasonable and provide confidence that a reliable, prompt, consistent and safe service will be delivered. The Bidder's response to the selection questions will be evaluated, and the minimum standards will be applied, as follows:

Section	Criterion	Minimum Standard
1	Not scored	For information only but this section must be completed in order for the Bid to be compliant.
2 3	Pass/Fail	Where any of the mandatory or discretionary grounds for rejection in the PCR 2015 apply to an organisation (whether a single Bidder, a member of a consortium and any third party relied upon by the Bidder in order to meet the Selection Minimum Standards (as applicable)), UKBC will determine, in

	<p>its sole discretion, whether or not the relevant organisation will be able to proceed any further in respect of this procurement (taking into account where exceptions to the Regulations apply (e.g. Reg 57 (5), (6) and (7) and the self-cleaning provisions in Reg 57(13)-(17)). Each relevant organisation must achieve a “Pass” for each of Section 2 and Section 3 in accordance with the following:</p> <p>Section 2 – Question 2.1 Pass = Answer “No” to questions 2.1(a) - 2.1(b) or Answer “Yes” to any of questions 2.1(a) - 2.1(b) but UKBC is satisfied with the self-cleaning evidence and all other answers are a “No”</p> <p>Section 2 – Question 2.1 Fail = Answer “Yes” in relation to any of question 2.1(a) - 2.1(b) and no evidence is provided to demonstrate “self-cleaning” or the evidence provided is not considered (in UKBC’s absolute opinion) to be sufficient evidence of “self-cleaning”.</p> <p>Section 2 – Question 2.3 Pass = Answer “No” to questions 2.3(a) or Answers “Yes” to question 2.3(a) but evidence has been provided which UKBC considers is sufficient to apply regulation 57(5) or (7)</p> <p>Section 2 – Question 2.3 Fail = Answers “Yes” to question 2.3(a) but either no evidence has been provided or evidence has been provided but UKBC does not consider it is sufficient to apply regulation 57(5) or (7) or Answer “No” to question 2.3(a) but UKBC can demonstrate that regulation 57(4) applies and exercises its discretion to exclude the potential Bidder.</p> <p>Note that, notwithstanding a Bidder being initially deemed to “Fail” questions 2.1(a), 2.1(b) and/or question 2.3(a) in accordance with the scoring methodology outlined above, UKBC may conclude that the Bidder achieves a “Pass” for the questions 2.1(a), 2.1(b) and/or question 2.3(a) if it considers (in its absolute discretion) that there are overriding reasons relating to the public interest to disregard the relevant ground for exclusion.</p> <p>Section 3 Pass = Answers “No” in relation to any of question 3.1(a) – 3.1(j)(i)-(iv). or Answer “Yes” to any of questions 3.1(a) – 3.1(j)(i)-(iv) but UKBC is satisfied with the self-cleaning evidence and all other answers are “No”.</p> <p>Section 3 Fail = Answers “Yes” in relation to any of questions 3.1(a) – 3.1(j)(i)-(iv) and no evidence is provided to demonstrate “self-cleaning” or the evidence provided is not considered (in UKBC’s absolute opinion) to be sufficient evidence of “self-cleaning”.</p>
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<p>4 5 7 8</p>	<p>Pass/Fail For information Pass/Fail Pass/Fail</p>	<p>The Bidder must achieve a “Pass” for each of Sections 4-8 in accordance with the following:</p> <p>Section 4 Economic and Financial Standing:</p> <p>UK Biobank will assess the financial information provided by the proposed winning Bidder in order to establish that it meets the required minimum financial standing (as set out below). This assessment will first consider the Company Watch H score for the proposed winning Bidder (or the third party it is relying on for the purposes of demonstrating sufficient economic and financial standing), which if below a score of 25, will be supplemented by a more detailed assessment, with bidder clarifications used to gain clarity if required. The purpose of this assessment is to assess whether there are any material concerns in terms of the current financial position or profitability of the Bidder that could prevent the Bidder from delivering the contract.</p> <p>These areas will only be considered after evaluation of the award questions, so only applied to the proposed winning Bidder.</p> <p>Pass = The proposed winning Bidder (or the third party it is relying on for the purposes of demonstrating sufficient economic and financial standing) has a Company Watch H score of 25 or higher, OR the proposed winning Bidder (or the third party it is relying on for the purposes of demonstrating sufficient economic and financial standing) has a Company Watch H score of less than 25 but UK Biocentre is satisfied that there are no material concerns in relation to the financial position of the proposed winning Bidder (or the third party it is relying on for the purposes of demonstrating sufficient economic and financial standing) and that any loss was a one-off and is not indicative of persistent poor financial performance, that any liabilities can be serviced as they fall due, that appropriate rectification action has been taken (if applicable) and that any concerns in relation to the profitability, liquidity or gearing position of the proposed winning Bidder (or the third party it is relying on for the purposes of demonstrating sufficient economic and financial standing) will not affect the proposed winning Bidder’s ability to undertake the Services and is not considered to have a significant effect on the financial or trading position of the proposed winning Bidder (or the third party it is relying on for the purposes of demonstrating sufficient economic and financial standing).</p> <p>Fail = The proposed winning Bidder (or the third party it is relying on for the purposes of demonstrating sufficient economic and financial standing) has a Company Watch H score of less than 25 and UK Biocentre considers there are material concerns in relation to the financial position of the proposed winning Bidder (or the third party it is relying on for the purposes of demonstrating sufficient economic and financial standing), or UK Biocentre is not satisfied that (i) any loss was a one-off or is not indicative of persistent poor</p>
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	<p>financial performance, (ii) any liabilities can be serviced as they fall due or that appropriate rectification action has been taken (if applicable) or (iii) the profitability, liquidity or gearing position of the proposed winning Bidder (or the third party it is relying on for the purposes of demonstrating sufficient economic and financial standing) will not affect the proposed winning Bidder's ability to undertake the Services and is not considered to have a significant effect on the financial or trading position of the proposed winning Bidder (or the third party it is relying on for the purposes of demonstrating sufficient economic and financial standing).</p> <p>Where a Bidder is relying on the capacity or capacities of a third party to demonstrate financial standing set out above, the Bidder is required to confirm that the entity relied upon will provide a parent (or associated) company guarantee or, if required by UKBC, will be jointly liable with the Bidder.</p> <p>Section 5 Group: For information only at this stage but this section must be completed for the Bid to be compliant. Please note that where a Bidder is relying on a third party (e.g. parent company) to demonstrate sufficient economic and financial standing, it is required to confirm, pursuant to Question 4.2 in Section 4, the provision of a parent company guarantee or equivalent.</p> <p>Section 7 Modern Slavery: Each relevant organisation (whether a single Bidder, a member of a consortium and any third party relied upon by the Bidder in order to meet the Selection Minimum Standards (as applicable)) must achieve a "Pass" in accordance with the following: Pass = relevant organisation (i) answers "Yes" to Question 7.1 and provides the relevant URL to view the statement in response to Question 7.2; or (ii) answers "Yes" to Question 7.1 and "No" to Question 7.2 but provides an explanation which UKBC considers is acceptable; or (iii) answers "N/A" to Question 7.1 (if the answer to that question is "No"). Fail = relevant organisation (i) does not answer Question 7.1 and/or Question 7.2; or (ii) answers "Yes" to both Question 7.1 and Question 7.2 but does not provide the relevant URL to view the statement; or (iii) answers "Yes" to Question 7.1 and "No" to Question 7.2 but either does not provide an explanation or provides an explanation which UKBC does not consider is acceptable.</p> <p>Section 8 Insurance: Pass = the Bidder (whether a single organisation or one or more members of a consortium) or a third party upon whose capacity the Bidder is relying to meet this Section responds "Yes". Fail = the Bidder (whether a single organisation or one or more members of a consortium) or a third party upon whose capacity the Bidder is relying to meet this Section responds "No".</p>
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6	Pass/ Fail	<p>Bidders must provide relevant evidence of technical and professional ability. The Bidder must achieve a “Pass” for Section 6 in accordance with the following, taking into account on a holistic basis the answers to 6.1 to 6.3:</p> <p>Pass = the response clearly demonstrates relevant technical ability, skills and experience of previously delivering the same or similar services and any reservations that UKBC has about the Bidder’s technical ability, skills and/or experience (or that of the relevant third party where the Bidder is relying on the capacity or capacities of a third party in order to respond to Section 6) relevant to the scope of this procurement are minor in nature.</p> <p>Fail = the response does not clearly demonstrate relevant technical ability, skills and experience of previously delivering the same or similar services or UKBC has material concerns about the extent of the Bidder’s technical ability, skills and/or experience (or that of the relevant third party where the Bidder is relying on the capacity or capacities of a third party in order to respond to Section 6) relevant to the scope of this procurement.</p>
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1.5 Award Criteria

Bids from Bidders who meet the minimum selection standards (except for Economic and Financial Standing for which the assessment will be undertaken on the proposed winning Bidder) will be evaluated on the basis of how they score in terms of the following criteria:

Criteria	Weighting	No	Sub-criteria	Sub-weighting
Price	60%	2.1.1	Price	60%
		2.1.2	Other charges	Not scored
Service and Quality	25%	2.2.1	Proposals for supply	20%
		2.2.2	Performance and QA reports	3%
		2.2.3	Administration processes	2%
Assurance of Supply	15%	2.3.1	Assurance of supply	10%
		2.3.2	Contingency plans	3%
		2.3.3	Implementation period	2%

Responses to award criteria questions for Service and Quality and Assurance of Supply will be scored out of 10, and the scores shall have the following meanings:

Score	Meaning
0	Unacceptable – the response fundamentally fails to address the question and/or there is no confidence that any of the proposed approaches and methods will deliver the specification.
1	Poor - significant parts of the response contain no detail and/or there is a significantly large number of gaps or weaknesses in the quality of the proposed approaches and methods which are (individually or cumulatively) material. Overall, there are significant concerns as to whether any of the proposed approaches and methods will deliver the specification.
2	Unsatisfactory - the response is significantly deficient in terms of the level of detail and/or there are a large number and nature of gaps or weaknesses in the quality of the proposed approaches and methods. Overall, there are significant concerns that

	the proposed approaches and methods will not deliver the specification in nearly all respects.
3	Weak – the majority of the response contains little detail and/or there a large number of gaps or weaknesses in the quality of the proposed approaches and methods which are (individually or cumulatively) material. Overall, there are some concerns that the proposed approaches and methods will not deliver the specification in most respects.
4	Limited – response contains satisfactory level of detail in most respects and/or there is one or a small number of gaps or weaknesses in the quality of the proposed approaches and methods which are (individually or cumulatively) material. Overall, there is an adequate level of confidence that the proposed approaches and methods will deliver the specification in most respects.
5	Satisfactory – response contains a satisfactory level of detail and the proposed approaches and methods are of satisfactory quality, there are some minor reservations around the quality of the proposed approaches and methods. Overall, there is an adequate level of confidence that the proposed approaches and methods will deliver the specification in all respects.
6	Mix of Satisfactory / Good - response contains a satisfactory level of detail, some parts are more detailed, there is a mix in the quality level of the proposed approaches between satisfactory quality (with some minor reservations) and good quality but, on balance, the majority of the proposed approaches and methods are of good quality with very minor reservations around the quality. Overall, there is a good level of confidence that the proposed approaches and methods will deliver the specification in most respects (and an adequate level of confidence that the proposed approaches and methods will deliver the specification in the remaining respects).
7	Good – response contains a good level of detail and the proposed approaches and methods are all of good quality, with very minor reservations around the quality. Overall, there is a good level of confidence that the proposed approaches and methods will deliver the specification in nearly all respects (and an adequate level of confidence that the proposed approaches and methods will deliver the specification in the remaining respects).
8	Mostly Good / Excellent – response contains a good level of detail, the majority of the proposed approaches and methods are of good quality (no reservations around the quality and only very little room for improvement) and some of the proposed approaches and methods are of excellent quality (with no room for improvement in the response). Overall, there is a good level of confidence that the proposed approaches and methods will deliver the specification in all respects.
9	Mostly Excellent / Good – response is comprehensive and the majority of the proposed approaches and methods are of excellent quality (with no room for improvement in the response), the remainder being of good quality (no reservations around the quality and only very little room for improvement). Overall, there is a very high level of confidence that the proposed approaches and methods will deliver the specification in nearly all respects (and a good level of confidence that the proposed approaches and methods will deliver the specification in the remaining respects).
10	Excellent – response is comprehensive, all of the proposed approaches and methods are of excellent quality and there is no room for improvement in the response. Overall, there is very high confidence that the proposed approaches and methods will deliver the specification in all respects.

UKBC will assess each response on a holistic basis and determine which is, overall, the most appropriate score based on the above scoring methodology.

Scores (out of 10) achieved for each of the award criteria questions for Service and Quality and Assurance of Supply will be multiplied by the relevant weighting set out in the table above

to calculated a weighted score (%) for each of the award criteria questions. The weighted scores will then be combined to provide a total weighted score (out of 40%, and to 2 decimal places) for Service and Quality and Assurance of Supply.

Any bid that fails to score 50% (the equivalent of 5 or below) on either of the criteria relating to Service and Quality or Assurance of Supply may be considered not to have the met minimum satisfactory requirements and may, at UK Biocentre’s sole discretion, be excluded from the process

1.6 Basis of Pricing and Pricing Scoring

The basis on which each Bidder’s Tender is priced should be clear and unambiguous.

Bidders are invited to include discounts within a Bidder’s pricing, as set out in the pricing schedule they submit in response to question 2.1.1 as detailed below (please provide a full explanation of any discounts as part of the Tender). Your tendered meal price should be inclusive of all costs associated with delivering catering services to meet the specification requirements including e.g. booking management and invoicing processes.

Prices must be given in Pounds Sterling. UKBC will not accept any bid in any other currency.

Please note, no projected forecasts of catering requirements are either warranted or guaranteed by UKBC.

Pricing is scored as detailed below to give a notional total cost for the initial 6 month contract period for the purposes of evaluation.

Unit for pricing:	Will be evaluated on:
Price per main meal	For 3,325 meals per week, as per the forecast of meal requirements from Mar 21 – Aug 21 as detailed in the specification
Price per sandwich meal	For 3,325 meals per week, as per the forecast of meal requirements from Mar 21 – Aug 21 as detailed in the specification

This will generate a total price, this total price will be scored and then multiplied by the 60% weighting to determine a total weighted score for price (to 2 decimal places)

Scores will be assigned as follows:

Bid	Score Assigned
Lowest cost bid	Maximum score 100
Other bids	$= \frac{(\text{Lowest bid})}{(\text{Bid})} \times \text{maximum score } 100$

Worked example, where 3 bids are received					
Bid A		Bid B		Bid C	
Total Price	£60,000	Total Price	£75,000	Total Price	£85,000
Score	Lowest bid = score of 100	Score	$60,000/75,000 \times 100 = \text{score of } 80$	Score	$60,000/85,000 \times 100 = \text{score of } 70.59^*$

Weighted score	60%	Weighted score	48%	Weighted score	42.35%
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*shown to 2 decimal places for illustration purposes only, the actual figure would be used to calculate the weighted score.

The total weighted score for Service and Quality and Assurance of Supply will be combined with the total weighted score for price to determine an overall weighted score (out of 100%). The most economically advantageous tender will be the tender that achieves the highest overall weighted score.

In the event that a bidder is later disqualified (e.g. as they fail to validate selection self-declarations or fail to achieve a Pass in respect of Section 4 Economic and Financial Standing) or withdraws from the process, the price evaluation for all bidders will be re-run to identify the new most economically advantageous tender.

2 ITT Documentation

2.1 Overview

The ITT consists of the following documents:

- ITT Volume 1: Process Overview and Guidance to Bidders
- ITT Volume 2: Bidder Questionnaire
- Specification, including the technical requirements for catering services
- Expression of Interest Form
- UKBC Terms and Conditions

2.2 Volume 1: Process Overview and Guidance to Bidders

ITT Volume 1 (this document) has the following sections:

Section	Section title	Description
1	Background information and selection/award methodology	Provides general background information in respect of this procurement, and also explains the application of the selection and award criteria
2	ITT Documentation	Provides an overview of all the ITT documentation
3	Procurement Timetable and Process	Provides an overview of the Procurement process from ITT issue to contract signature
4	Instructions for Bidders	Provides instructions for Bidders on how to compile and submit a Bid
5	UKBC Procurement Rules	Provides details of the rules in respect of this procurement
6	Glossary of terms and abbreviations	Provides a glossary of terms and abbreviations for ITT Volumes 1 & 2

2.3 Volume 2: Bidder Questionnaire

ITT Volume 2 contains the specific questions and submission requirements that Bidders must respond to as part of their Bid.

These questions and submission requirements are split between Bidder selection and award questions. The Bidder selection questions and submission requirements relate to information about the Bidder (and any organisations it is tendering with), exclusion grounds, economic and

financial standing, and technical and professional ability. The award questions and submission requirements relate to the ability to meet technical requirements for Service and Quality, Assurance of Supply and Price.

2.4 Specification

This document contains the specification for the tender covering the scope and technical requirements of the services.

3 Procurement Timetable and Process

3.1 Procurement Process Overview

This procurement is being conducted under Regulations 74-76 of the PCR 2015 following a process akin to the open procedure.

Bidders are requested to submit Bids for the whole service, as detailed in the specification.

3.2 Procurement Timetable

The following table sets out a summary of the UKBC procurement process and indicative timetable:

Stage	Date
OJEU notice despatched and ITT made available online	Wed 9 th Dec 2020
Final date for clarification questions/requests for information	Thu 31 st Dec 2020
Bid submission date	Noon Wed 13 th Jan 2021
ITT Bid evaluation of written responses	Thu 14 th – Fri 22 nd Jan 2021
Clarification questions for Bidders (if required)	Wed 20 th – Tue 26 th Jan 2021
Evaluation completed and selection of successful Bidder	Thu 18 th Feb 2021
Notification to Bidders (award decision notice)	Fri 19 th Feb 2021
Standstill period	Sat 20 th – Mon 1 st Mar 2021
Planned contract start date	Fri 5 th Mar 2021

UKBC reserves the right, at its sole discretion, to amend the above indicative timetable or extend any time period.

3.3 Procurement Process

3.3.1 ITT issued to Bidders

The ITT will be available to download to all Bidders, through the “mytenders” website [<http://www.mytenders.co.uk>] as detailed in Section 4 of this ITT Volume 1.

3.3.2 ITT Bidder Clarification/ Further Information

Bidders must submit any clarification questions and requests for further information via the dedicated e-mail address ‘tenders@ukbiocentre.com’. Bidders should note that clarification questions and requests for further information received by any other means will not receive a response. In order to enable UKBC to respond to clarification questions and requests for information at least 6 days before the Bid submission date, any clarification questions and/or requests for further information must be received by the date specified in the timetable at Section 3.2 above.

UKBC will endeavour to respond to each clarification question received within 3 working days of receipt. On receipt of a clarification question or request for further information, UKBC may, at its sole discretion, endeavour to respond to the Bidder and provide such Bidder with any additional information to which UKBC has access, but UKBC shall not be obliged to comply with any such request and does not accept any liability or responsibility for failure to provide any such information (and absence of a response from UKBC shall not entitle a Bidder to make any particular assumptions about the matters sought to be clarified).

Subject to the following, in order to treat Bidders fairly, UKBC will distribute an anonymous copy of all clarification questions and requests for information raised by Bidders, and UKBC responses, to all other Bidders on a rolling basis.

Where Bidders consider that a question or request is commercially confidential, that question or request must be indicated "Commercial in Confidence" and Bidders should specify, where possible, such redactions as would render the question or request as non-confidential. Bidders are also required to indicate circumstances where the Bidder anticipates that a response to a question or request they have raised may result in commercially confidential information being included as part of UKBC's response. In such circumstances, Bidders should also specify, where possible, such redactions as would render the response as non-confidential. UKBC will consider the requests for confidentiality. However, UKBC reserves the right, at its sole discretion, to act in what it considers to be the best interests of a fair procurement process. Where any question or request, or UKBC's response thereto, contains information that should, in the interests of a fair procurement process, be disseminated to all Bidders, UKBC shall be free to disseminate such information to all Bidders, with or without any amendments proposed by a Bidder. Before doing so, UKBC will inform the Bidder of its intention to do so and offer the Bidder the opportunity to withdraw the question or request before such dissemination. Where a Bidder does not respond within 5 days of being informed (or other reasonable deadline as confirmed by UKBC), UKBC are permitted to assume that the Bidder is content for the response to be issued to all Bidders.

On no account are Bidders to contact or communicate with **any** person involved in work concerning this ITT, or any employee of UKBC, about any aspect of this tendering exercise other than through the dedicated e-mail account. Failure to comply with this requirement could result in disqualification from this procurement.

3.3.3 ITT Bidder Response Stage

This is the period in which Bidders must compile a Bid response to the ITT.

Failure to return a Bid by the due date or in the required format (see Instructions for Bidders in Section 4 of this ITT Volume 1) may disqualify Bidders from this procurement.

UKBC reserves the right to seek clarification from Bidders on their proposals at any stage during the evaluation process.

3.3.4 ITT Bid Evaluation Stage

Initially, all Bids will be reviewed for completeness and compliance with the provisions of this ITT. UKBC reserves the right, at its sole discretion, to reject any Bid that is incomplete or not in compliance with the provisions of this ITT.

Bidders will be evaluated against the selection criteria (except for Economic and Financial Standing) to determine if they meet the minimum standards of the selection questions as detailed in Section 1.4. Bidders that fail to do so will be excluded and their Bids will be rejected.

The Bids that have met the minimum standards for the selection criteria (except for Economic and Financial Standing) will be evaluated according to the award criteria detailed in Section 1.5.

The Bids will be evaluated by a team of appropriately experienced and qualified staff from UKBC. Scoring will be by a consensus score (rather than individual scoring and averaging).

Conflict of Interest declarations will be taken from all evaluators. Any attempt to contact any member of the evaluation team about this tender will lead to the disqualification of the Bidder.

3.3.5 Questions for Bidders

In the event that there are clarification questions for Bidders, these will be sent during the evaluation stage, and Bidders will be given sufficient time to respond.

3.3.6 Notification of unsuccessful Bidders of ITT evaluation outcome

Once UKBC has identified the most economically advantageous Bid (following assessment of Economic and Financial Standing as set out above) and decided to proceed to contract award, the successful Bidder and unsuccessful Bidders shall be informed of the outcome of the ITT Bid evaluation stage in accordance with the requirements of the PCR 2015.

UKBC will then carry out its verification checks with the successful Bidder. Where the successful Bidder fails the verification checks, it will be excluded from the procurement and UKBC reserves the right to re-run the evaluation process set out in this ITT and proceed to award to the Bidder that has submitted the most economically advantageous Bid.

3.3.7 Contract Signature

UKBC and the successful Bidder will sign the contracts, using UKBC's Terms and Conditions, as provided in the tender documents.

UKBC reserves the right, at its sole discretion, not to select a Bidder to take forward to contract award, or where a Bidder has been selected, not to award a contract.

4 Instructions for Bidders

4.1 Overview

Bidders should thoroughly familiarise themselves with this ITT before compiling and submitting their Bid.

4.2 General Instructions

4.2.1 ITT Question Format

The selection and award questions are contained in ITT Volume 2.

Questions in ITT Volume 2 require full written and specific responses from Bidders. There may also be specific guidance for Bidders for some questions, as to what should be included in their responses. Again, Bidders are encouraged to read this guidance carefully before completing their responses to the questions.

In completing their response to the questions, Bidders should provide their response in the box provided below each question. Boxes may be expanded to allow responses to fit (but the question must remain within the box). Each question response should be limited to 4 pages of A4, at minimum font size 10 and with minimum single-line spacing and standard page margins being used.

Where Bidders are requested in a question to complete a specific form or schedule, Bidders should complete that form or schedule in the format provided, name the form or schedule as a separate document by reference to the question number and cross-refer to that document in their response.

4.2.2 Obtaining help with the ITT

The website address for accessing and downloading the ITT pack and submitting your tender is: www.mytenders.co.uk.

The e-mail address for raising questions is: tenders@ukbiocentre.com.

On the website you will find all of the ITT documents, along with an Expression of Interest form. You need to download all the documents to allow you to complete them. You need to complete and return the Expression of Interest form as soon as possible to the dedicated e-mail address. This is so that any updates or Question and Answer documents that are circulated can be sent to you as well.

Once your Bid is complete, and before the deadline for Bid submissions, you need to upload your full response to the website. Full details of how to do this are included on the website.

Although the website and e-mail address are considered by UKBC to be reliable, technical problems may occur, before or on the Bid submission date. In the event of such a problem, Bidders should inform UKBC's Procurement Manager, Richard Castle, immediately (by e-mail to richard.castle@ukbiocentre.com) of the fact that there is a technical problem, and the nature of it. UKBC will then co-ordinate a response.

4.2.3 Responses and Attachments

Bidders should submit a full but concise response to all of the award questions. Bid responses are not permitted to cross-refer to responses to other questions, and each question will be evaluated on a standalone basis.

Where a question asks the Bidder to provide a copy of any other document, that document should be included separately in the Bidder's Bid and should be clearly named by reference to the relevant question number, and the Bidder's response to that question should clearly cross-refer to that document.

4.2.4 Answering all Questions

Bidders must answer all ITT Volume 2 questions. Bidders must also ensure they submit any relevant and referenced additional or supporting information and completed schedules if requested in the questions. In particular, Bidders should ensure that their Bid contains a Declaration of Consent, Contract Confirmation Declaration and a Conflicts of Interests Declaration in the form included in this ITT, all signed by an Authorised Signatory.

Where Bidders believe a question in Section 1 of ITT Volume 2 is not applicable, or cannot be answered, this should be clearly stated and an explanation must be provided. No response should be left blank.

Where applicable in response to a question in Section 1 of ITT Volume 2, the terms "Not known", "Not available" or "Not applicable" should be used and an explanation as to why the question is "Not known", "Not available" or "Not applicable" is required.

If Bidders are unclear as to whether or not a question in Section 1 of ITT Volume 2 is applicable to them, then use should be made of the ITT Clarification/Further Information mechanism.

All award questions in Section 2 of ITT Volume 2 must be answered fully, "Not known", "Not available" or "Not applicable" must not be used in that section.

4.2.5 Question Numbering

Bidders must not change the question numbering that is in ITT Volume 2.

4.2.6 Inclusion of Other Information

The inclusion of general marketing and company literature or any separate statement of reasons for selection is not required and will not be considered in the evaluation of Bids. Bidders must not include in their Bid any information beyond that requested in this ITT.

4.2.7 Prior Knowledge of Bidder

When evaluating Bids, UKBC will only consider information provided in response to this ITT.

In compiling their Bid, Bidders should assume that UKBC has no prior knowledge of the Bidder, its practice or reputation, or its involvement in existing services, projects or procurements.

4.2.8 Accuracy of Bid Information

Bidders are responsible for the accuracy of all information submitted within their Bids.

4.2.9 Bid Deadline

Bidders must submit their Bid by noon (UK time) on Wed 13th Jan 2021 or such other date and time as UKBC may determine at its sole discretion and notified to Bidders.

Bidders must submit their Bid via the website given – <http://www.mytenders.co.uk>. Bids submitted via any other route / method may be rejected at the sole discretion of UKBC.

Bidders are encouraged to plan the completion of their Bid reasonably in advance of the deadline and not to leave it to the last minute. Failure to submit a Bid by the deadline and in the required format may disqualify a Bidder from this procurement.

The date and time when the Bid is received will be recorded.

4.2.10 Format of Bid

All files that have been used to create the Bidders' answers to ITT Volume 2 must be submitted by Bidders in the formats specified in the table below:

File Type	Software Package
Text based documents	Adobe Acrobat PDF, or alternatively Microsoft Word HTML (Version 2010 compatible)
Spreadsheet based documents	Microsoft Excel (Version 2010 compatible)
Project programme files	Microsoft Project (Version 2007 compatible)
Graphics files	Microsoft PowerPoint (Version 2010 compatible)
Reports and accounts	Adobe Acrobat PDF or Microsoft Word HTML (Version 2010 compatible)
Documents on which a signature is required (Declarations)	Scanned and reproduced in Adobe Acrobat PDF or Microsoft Word HTML (Version 2010 compatible) with an electronic signature

Bidders should name each of the documents in the Bid in the following format:

“[insert Bidder name] – [Insert Document name]”

Failure to provide the Bid in the required format may lead to a Bidder's Bid being set aside without evaluation and the Bidder's exclusion from further consideration in this procurement.

If submitted Bid documents are corrupted, UKBC reserves the right to seek clarification from the Bidder and to exclude the Bidder from the procurement process if appropriate clarification is not received.

Bids must be signed where requested. Electronic signatures are acceptable, but names typed into signature boxes are not acceptable. Documents may also be printed, signed by hand, and scanned back in an appropriate format detailed in the table above.

4.2.11 Consortia and Third Parties

In the case of a Bidder consisting of a consortium of more than one legal entity, that consortium will be treated as a single Bidder for the purposes of this procurement, except that each member of the consortium must complete and sign a completed Part 1 and Part 2 of the selection questions, Declaration of Consent, Contract Confirmation Declaration and Conflicts of Interests Declaration.

If a Bidder (whether a single organisation or consortium) is relying on any third party to meet the minimum selection standards (for example a parent or group company being relied upon to meet the minimum standards for economic and financial standing or a sub-contractor being relied upon to meet the minimum standards for relevant contract experience), each third party must complete and sign a completed Part 1 and Part 2 of the selection questions, Part 3 section 7, Declaration of Consent and Conflicts of Interests Declaration.

Where a Bidder (whether a single organisation or consortium) is relying on a parent or group company to meet the minimum selection standards for economic and financial standing, the parent or group company must provide a response to ITT Volume 2 Section 1 Part 3 Section 4.

If a Bidder is a consortium or any Bidder (whether a single organisation or consortium) is relying on sub-contractors in order to meet the minimum selection standards, you must provide a response to the selection questions in ITT Volume 2 Part 3 on behalf of the consortium and/or any sub-contractors (as if references to “the Bidder” were references to the consortium member and/or any sub-contractors (as applicable)).

The Bidder should provide a single combined response to the award questions.

Bidders should note that UKBC may require an unincorporated consortium or joint venture to form a legal entity immediately prior to award of any contract, or alternatively, where a contract is to be entered into with each of the consortium members, each member will be required to undertake joint and several liability.

5 UKBC Procurement Rules

5.1 General

Bidders must comply and ensure that their Bid response complies with the provisions set out in this ITT. Any Bid which fails to comply with the provisions of this ITT and any amendments and/or supplementary information issued subsequent to it, may be disqualified and the provisions of Section 5.10 shall apply.

UKBC reserves the right, at its sole discretion, to reject any Bidder that fails to comply fully with the requirements of the process set out in this document, or which makes any misrepresentation in supplying any information requested.

5.2 Specific Bid Requirements

All Bids shall be in English, and all prices should be quoted in Pounds Sterling. Supporting documents should be in English or, alternatively, accompanied by an English translation.

All Bids submitted shall remain valid for acceptance by UKBC for a period of three months from the Bid submission date. Submission of a Bid shall be deemed to constitute acceptance of this requirement.

By signing the Declaration of Consent, the Bidder accepts that any selection of a Bidder as the successful Bidder does not constitute a binding agreement or contract unless and until a formal written contract or contracts have been executed, and agrees that, in the event of their selection as a successful Bidder, the Bidder will complete all necessary steps and execute all documentation as agreed with UKBC.

5.3 Bidder Eligibility

By signing the Declaration of Consent, the Bidder (and any other relevant organisation where applicable) warrants that, save as disclosed in writing to UKBC, any information supplied by it remains true, and that the Bidder (or any other relevant organisation, where applicable) has not, its directors have not, and other persons (if any) having powers of representation, decision or control of the Bidder (or any other relevant organisation, where applicable) have not, been convicted of any of the offences listed in the ITT Volume 2, Part 1 Section 2 - Grounds for mandatory exclusion and the circumstances in Section 3 – Grounds for discretionary exclusion do not apply.

If the Bidder (or any other relevant organisation, where applicable) makes a misrepresentation in any part of its dealings with, or responses to, UKBC such Bidder (or organisation, where applicable) will be disqualified.

5.4 Non-Collusion, Canvassing and Contact

Any Bidder who, in connection with this procurement:

- a) enters into any agreement or arrangement with any other person with the aim of preventing Bids being made or as to the fixing or adjusting of the amount of any Bid or the conditions on which any Bid is made;
- b) offers any inducement, fee or reward to any employee or officer of UKBC or any person acting as an agent, consultant or adviser for UKBC in connection with this procurement;
- c) informs any person other than UKBC of the amount or the approximate amount of the Bid, except where the disclosure, in confidence, of the amount of the Bid was necessary to obtain quotations necessary for the preparation of the Bid for insurance or for professional advice required for the preparation of the Bid;
- d) causes or induces any person to enter into such an agreement or arrangement as is mentioned in a), b) or c) above or to provide information about the amount or the approximate amount of any rival Bid;
- e) commits any offence under the Bribery Act 2010 in connection with this procurement;
- f) offers or agrees to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, causing or having caused to be done, any act or omission in relation to any other Bid or proposed Bid;
- g) canvasses or solicits any other persons referred to in b) above in connection with this procurement; or
- h) contacts any employee or officer of UKBC about any aspect of this procurement, except as permitted by this ITT,

will be disqualified (without prejudice to any other civil remedies available to UKBC and without prejudice to any criminal liability that such conduct by a Bidder may attract).

Unless expressly permitted, no attempt should be made to contact UKBC, or UKBC's employees, officers, agents, consultants or advisers as part of this UKBC procurement process. Any enquiries made to persons other than through the correct channels may be regarded as prima facie evidence of canvassing.

5.5 Confidentiality and Announcements

This ITT is intended for the exclusive use of the Bidder and is provided on the express understanding that this ITT and the information contained in it, or in connection with it, will be regarded and treated as strictly confidential. This ITT may not be reproduced in whole or in part nor furnished to any persons other than the Bidder save for the purposes of:

- Taking legal and/or professional advice in connection with completing a Bid; and/or
- Obtaining the input from any other parties that will provide information relevant to their Bid, provided that in each case Bidders obtain from such parties prior to such disclosure, confidentiality undertakings of at least equivalent strength to this Section 5.5.

Upon written request from UKBC, Bidders shall promptly provide evidence to UKBC that such undertakings have been provided.

All Bids received by UKBC will be treated as confidential in their entirety and will not be disclosed to any other party. UKBC may disclose detailed information relating to Bids to its officers, employees, agents, consultants or advisers where required by the tender process.

Bidders must not make, or permit any person to make, any public announcement concerning this procurement without the prior written consent of UKBC (which shall not be unreasonably withheld) except as required by law or any governmental or regulatory authority (including, without limitation, any relevant securities exchange).

5.6 Conflicts of Interests

In order to ensure a fair and competitive procurement process, UKBC requires that all actual or potential conflicts of interests are resolved to UKBC's satisfaction prior to the submission of Bids. The concept of a conflict of interest includes any situation where relevant staff members, partners, advisers/ consultants, parent or group companies or any member of their proposed supply chain have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Bidders should be proactive in seeking to prevent, identify and remedy any actual or potential conflict of interest including checking (and monitoring) with members of its bid team, advisors and any member of their proposed supply chain. As soon as a Bidder becomes aware of an actual, potential or perceived conflict of interests, it should immediately notify UKBC. This is also an ongoing obligation on the Bidder and if the Bidder becomes aware of an actual, potential or perceived conflict of interests following submission of the Bid it should immediately notify UKBC. Such notifications should provide details of such actual, potential or perceived conflict of interests.

Without limitation, such conflicts of interests may be perceived by UKBC to arise in circumstances where:

- Members of the Bidder's staff, partners, advisers/ consultants or any member of their proposed supply chain are related to officers or employees of UKBC; or
- A Bidder (or its advisers/ consultants or any person employed or engaged by it) is potentially providing services for more than one Bidder in respect this procurement process; or
- A Bidder employs or engages, or has employed or engaged, any person currently or formerly employed or engaged by or otherwise connected with UKBC, or any other

individual who was involved in the preparation or otherwise of another Bidder's response to this ITT.

Under grounds for discretionary exclusion, UKBC reserves the right, at its sole discretion, to exclude at any time any Bidder from the process should any actual or potential conflict of interests be identified but not resolved to the satisfaction of UKBC.

The Conflicts of Interests Declaration must be completed and signed.

5.7 Bidder Changes

Bidders are subject to an ongoing obligation throughout the procurement to notify UKBC of any changes in their financial or other circumstances. This includes, but is not limited to, changes to the identity of supply chain members or the ownership or financial or other circumstances and solvency of the Bidder. UKBC should be notified of any changes as soon as they become apparent.

Failure to notify UKBC of any changes or to comply with any of these provisions may lead to a Bidder being disqualified at the sole discretion of UKBC (in which case the provisions of Section 5.10 shall apply).

UKBC reserves the right, at its sole discretion, to return to any matters raised in the selection criteria, at any stage of the process, to determine whether or not to continue with the evaluation of a Bid, and whether or not to enter into a contract with a Bidder, where circumstances have changed.

Any new information provided to UKBC will be evaluated in accordance with the selection criteria.

5.8 Changes to the Procurement Process

Bidders are reminded that UKBC, at its sole discretion, reserves the right to vary this procurement process, or to suspend the process, at any time.

Without prejudice to the generality of Section 3.2, UKBC reserves the right, at its sole discretion, to:

- Change dates and times for each stage of the procurement process set out in Section 3.2; and
- Modify any aspect or stage of the procurement process itself and/or to introduce additional steps or stages into the procurement process.

UKBC shall notify Bidders by e-mail of any such changes.

Should UKBC elect to suspend this procurement process, instructions will be issued to Bidders regarding the expected duration of the suspension and other relevant matters.

UKBC reserves the right, at its sole discretion, to issue amendments or modifications to this ITT at any time before the Bid submission date. These will be issued by e-mail and Bids will be assumed to take account of any such modifications and amendments. It shall be each Bidder's sole responsibility to ensure that they have understood all of the requirements, instructions and information issued under this ITT. No additional time in relation to Bid submission deadlines will be granted following notification of any such amendments or modifications unless UKBC shall expressly notify the Bidders in writing otherwise.

5.9 Disclaimer

UKBC reserves the right, at its sole discretion, to change the basis of, or the procedures (including the timetable) relating to, the procurement process, to reject any, or all, of the Bids, not to invite a Bidder to proceed further and not award contracts for the service.

UKBC shall not be obliged to appoint any of the Bidders, and UKBC reserve the right not to proceed with the procurement, or any part thereof, at any time.

Under no circumstances will UKBC be liable for any costs or expenses incurred by a Bidder arising directly or indirectly from the procurement process or termination or suspension thereof, including, without limitation, any changes or adjustments made to the procurement process or documentation (see Section 5.8) or disqualification of a Bidder (see Section 5.10).

Nothing in the ITT and supporting documentation is, nor shall be relied upon as, a promise or representation as to any decision by UKBC in relation to this procurement. No person has been authorised by UKBC, or its employees, officers, agents, advisers or consultants to give any information or make any statement not contained in this ITT otherwise than as described in this ITT, and, if such other information or statement is given or made, it shall not be relied upon as having been so authorised.

The information contained in the ITT and supporting documentation is presented in good faith and does not purport to be comprehensive or to have been independently verified.

Neither UKBC nor any of their employees, officers, consultants, agents or advisers make any representation or warranty as to, or accept any responsibility or liability (except in the case of fraud or fraudulent misrepresentation) in relation to, the adequacy, accuracy, reasonableness or completeness or information which has been, or which is subsequently, made available to any Bidder in connection with this ITT, orally or in writing or in whatever media.

Bidders must take their own steps to verify the accuracy of any information which they consider relevant and are not entitled to rely on any statement or representation made by UKBC or any of their advisers.

Bidders considering entering into a contractual relationship with UKBC should make their own enquiries and investigations of UKBC's requirements beforehand.

The subject matter of this ITT shall only have contractual effect when it is contained in the express terms of an executed contract.

5.10 Disqualification of Bidders

Bidders acting in contravention of the provisions set out in the ITT or any other information provided by UKBC may, at UKBC's sole discretion, be disqualified from further participation in this procurement (without prejudice to any other civil or legal remedies available and without prejudice to any criminal liability which such conduct by a Bidder may attract).

For the avoidance of doubt, disqualified Bidders will be excluded from any further participation in this procurement process and in no circumstances will UKBC be liable for any costs or expenses incurred by the disqualified Bidder as a result, directly or indirectly, of such disqualification.

5.11 Bidders' Advisors

Bidders will be responsible for obtaining all information and independent advice that they consider necessary for the preparation of their respective Bids. Bidders must make their own

independent assessment of the procurement after making such investigation and taking such professional advice as they deem necessary.

5.12 Sub-Suppliers

Where a Bidder intends to use sub-suppliers, it will be the responsibility of the Bidder to provide all supply chain members with all necessary information (subject to the provisions relating to confidentiality at Section 5.5 above).

5.13 Costs and Expenses

All Bidders shall be responsible for all costs incurred by them in connection with all stages of this procurement.

5.14 Copyright

The copyright in this ITT is vested in UKBC. This ITT may not be reproduced, copied or stored in any medium without the prior written consent of UKBC other than strictly for the purpose of preparing a Bid.

6 Glossary of Term and Abbreviations (ITT Volume 1 and 2)

This section contains a glossary of terms and abbreviations for ITT Volume 1 and ITT Volume 2 for all terms and abbreviations that are not defined elsewhere in the text.

Term	Description
Authorised Signatory	An individual who has the legal authority to sign documentation on behalf of the Bidder
Authority	UKBC - the public sector contracting authority inviting suitable Bidders to participate in this procurement process
Bid	A submission in response to this ITT
Bidder	An economic operator (or group of economic operators) that has submitted a Bid and, where the context requires, an economic operator (or group of economic operators) that has obtained this ITT and is considering submitting a Bid
E-mail address	Means the dedicated ITT e-mail address for raising questions about this tender: tenders@ukbiocentre.com
ITT	The contents of this Invitation To Tender as detailed in Section 2.1 and all supporting documentation provided to Bidders
Website	Means the web portal for finding information about, registering for and submitting this tender: www.mytenders.co.uk