

Doping Control Sample Collection Equipment

Invitation to Tender

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1. About this Invitation to Tender

- 1.1 Thank you for your interest in this opportunity. In reading this ITT, please note that any capitalised terms used within this document shall have the meanings given to them in Appendix I (Glossary).
- 1.2 As explained in the FTS Notice, this ITT relates to the procurement process by UKAD to appoint a supplier(s) of Doping Control Sample Collection equipment. UKAD is a non-departmental public body (NDPB) responsible for tackling doping in sports and prosecuting violations of the World Anti-Doping (WAD) Code. UKAD was launched in 2009 ahead of the London 2012 Olympic and Paralympic Games and is currently located across two sites. UKAD's headquarters are based at SportPark, 3 Oakwood Drive, Loughborough, LE11 3QF. UKAD has another premises at Trafalgar House, 1 Bedford Park, Croydon, CR0 2AQ. UKAD is responsible for the implementation and management of the UK's Anti-Doping Policy, as well as ensuring the UK is compliant with the UNESCO convention, and the World Anti-Doping Code, educating and informing athletes and sports bodies and carrying out tests to determine anti-doping violations. Additional information about UKAD can be found on our [website \(www.ukad.org.uk\)](http://www.ukad.org.uk).
- 1.3 UKAD conducts on average over 10,000 Doping Control tests a year, across urine and blood Samples, in accordance with the World Anti-Doping Agency (WADA) International Standard for Testing & Investigations (ISTI). These tests are collected by UKAD's external workforce known as Doping Control Personnel (DCP). UKAD has approximately 200 DCP who are based across all regions of the UK. UKAD is looking to appoint a supplier(s) whose Doping Control Sample Collection equipment is compliant with the WADA ISTI and enables UKAD to deliver its annual volume of tests. As a NDPB, UKAD is government funded, and therefore annual levels of testing are dependent on UKAD funding levels and are therefore subject to change.
- 1.4 Whilst a single supplier for all Doping Control Sample Collection equipment would be preferable and more efficient, it is not a requirement for UKAD. Therefore, Doping Control Sample Collection equipment will be separated into the following two groups:
- 1.4.1 Urine and venous blood Sample collection equipment
 - 1.4.2 Sample Collection Vessels and Partial Sample equipment

Both will be evaluated independently, and a preferred supplier will be selected for each. For the avoidance of doubt, UKAD may select the same supplier for the provision of both.

- 1.5 This ITT serves two primary functions:
- 1.5.1 it sets out all of the questions which UKAD requires Bidders to answer as part of their Tender response; and
 - 1.5.2 it explains the criteria to be applied and how Bidders' Tender responses will be evaluated.
- 1.6 This ITT should be read in conjunction with any other documents issued by UKAD in respect of this procurement, and in particular the Specification. The Specification provides a fuller description of the services which UKAD wishes to procure.
- 1.7 The ITT is made up of the following key Sections:
- 1.7.1 **Section 1** – provides Bidders with further details of the procurement process;
 - 1.7.2 **Section 2** – explains the award criteria which will be applied to assessing Tenders; and
 - 1.7.3 **Section 3** – provides guidance on the form and content of Bidders' Tenders.
- 1.8 Bidders should refer to Appendix II which sets out the Rules of the Procurement. These rules apply throughout the Procurement, and Bidders are reminded that breach of those rules may result in the Bidder being excluded from the Procurement.
- 1.9 Bidders should note that the deadline for submission of Tender responses is **12noon on Sunday 18 June 2023**. Bidders should refer to Appendix III for further information on the detailed response requirements.

2. Guidance on completing Tender responses

- 2.1 The Tender response questions are set out in Appendix III. Bidders are asked to note that the Tender response is comprised of two questionnaires:
- 2.1.1 **Part A (Selection Questionnaire)** – which sets out the questions to assess Bidders' economic and financial standing and technical and professional ability; and
 - 2.1.2 **Part B (Award Questionnaire)** - which sets out the questions to identify which Bidder has submitted the most economically advantageous tender.
- 2.2 Please answer each question in the relevant space provided.

- 2.3 Please ensure that all questions are completed in full, in the format requested, and within the page limits specified (if applicable). Where any response exceeds a stated page limit, UKAD will disregard the additional text and therefore not evaluate any information provided beyond the limit.
- 2.4 If any question is not applicable to the Bidder, please mark the response as "N/A".
- 2.5 Any clarification questions which Bidders wish to raise in respect of this ITT must be made in accordance with the process set out in paragraph 6 below.
- 2.6 Further detailed guidance is contained in the Specification, which Bidders should read carefully.
- 2.7 UKAD may at any time during the procurement process request that the Bidder submits all or part of the supporting documents without delay.

3. The Procurement Process

- 3.1 UKAD is a contracting authority as defined in the Regulations. The Procurement is therefore subject to those rules.
- 3.2 The Procurement is being undertaken in accordance with the Open Procedure, as set out in regulation 27 of the Regulations.
- 3.3 UKAD intends to award the Opportunity based on the content of written proposals and stakeholder workshops only. However, UKAD reserves the right (but is not obliged) to invite Bidders to an interview to present their proposals prior to making a final award decision. The purpose of any interview/presentation will be solely to verify the contents of written Tenders and will not constitute a separate, scored exercise.
- 3.4 The evaluation will be based on the responses submitted by each Bidder to Parts A and B of Appendix III. In respect of Part A (the Selection Questionnaire), the evaluation will be based on an assessment of the eligibility criteria, the Bidder's economic and financial standing and technical and professional ability. In respect of Part B (the Award Questionnaire), the evaluation will be based on identifying the most economically advantageous tender in accordance with the award criteria set out in Appendix IV.
- 3.5 UKAD has appointed an evaluation team on the basis that each individual member is a subject matter expert in their relevant field. Not all evaluators will evaluate every question; however, UKAD will seek to ensure that each question is evaluated by more than one evaluator (taking their expertise into account) and that there is a consistent approach in this regard amongst all Tender

submissions. A moderation exercise will then be undertaken on a question-by-question basis, chaired by an independent moderator, where evaluators will come to a consensus score for each Bidder for each question. No comparative assessment will be undertaken between Bidders, and no average scores will be taken. UKAD reserves the right to invite external specialists to participate in the evaluation exercise if deemed necessary.

- 3.6 UKAD encourages small and medium size enterprises to participate in this Procurement, either as a Bidders, consortium members or sub-contractors.

4. Procurement timetable

UKAD proposes the following timetable for the award of the Contract. This is intended as a guide only. Whilst UKAD does not intend to depart from the timetable, it reserves the right to do so at any time:

Date	Activity
Tuesday 18 April 2023	Despatch of FTS Notice and procurement documents published
12:00 hrs on Friday 2 June 2023	Deadline for clarifications
12:00 hrs on Sunday 18 June 2023	Deadline for submission of Tender responses
Friday 28 July 2023	Notification of outcome of Procurement via distribution of Standstill letters
Midnight Monday 7 August 2023	Standstill period ends
Monday 21 August 2023	Intended date for execution of the Contract with the successful Bidder

5. Evaluation of Tender responses

- 5.1 Bidders' responses to the ITT questions will be evaluated in accordance with the criteria set out in this ITT.
- 5.2 Each of the questions set out in Appendix III falls within one of the following evaluation categories:
- 5.2.1 **"FIO"** – this means that the response is for information only, and will not be evaluated; however, in order to provide a compliant response Bidders must answer these questions in full to the extent they are applicable;

- 5.2.2 "P/F" – the response will be assessed as being either a "Pass" or "Fail" in accordance with the explanations given for each individual question; or
 - 5.2.3 "Scored" – the response attracts a specific weighting, as identified, and will be scored in accordance with the stated methodology.
- 5.3 Appendix IV to this ITT contains a table highlighting each question, its designated evaluation category and either the Pass/Fail explanations or scoring methodologies as appropriate.
- 5.4 Bidders' Tender responses will be assessed in the following stages:

Stage 1 – Completeness Check

- 5.5 In the first instance, Bidders' responses will be assessed for completeness to ensure that the Bidder has provided a full response to all questions and in accordance with the requirements set out in the procurement documents. Any Bidder which has not provided a complete response in accordance with the stated requirements may, subject to UKAD's right of clarification, be excluded from further participation in this Procurement.

Stage 2 – Pass/Fail Check (Part A – Selection Questionnaire)

- 5.6 Bidders which are considered to have satisfied the eligibility requirements will then have their responses to those questions set out in Part A of Appendix III (the Selection Questionnaire) which are designated as Pass/Fail assessed against the relevant criteria. An explanation as to what constitutes a "Pass" and what constitutes a "Fail" for each question is contained in Table 1 of Appendix IV to this ITT. For the avoidance of any doubt, a Bidder which receives a "Fail" for any of these questions will, subject to UKAD's right of clarification, be excluded from further participation in this Procurement.

Stage 3 – Scoring (Part B – Award Questionnaire)

- 5.7 Only those Bidders which have passed stages 1 and 2 above will proceed to this phase of the evaluation process. At this point, UKAD will consider those Bidders' responses to Part B of Appendix III (Award Questionnaire) against the award criteria set out in Appendix IV. UKAD will then identify the highest scoring Bidder whose response shall be considered as offering the most economically advantageous tender.

6. Clarification Questions

- 6.1 Bidders must only submit clarification questions, and otherwise communicate with UKAD, in accordance with the process set out in this section.

- 6.2 Any clarification questions arising from the procurement documents, including this ITT, which may have a bearing on the Bidder's Tender response should be raised in writing to the following email address - **procurement@ukad.org.uk** - as soon as possible and, in any event, no later than 12noon on **Friday 2 June 2023**. UKAD may, at its absolute discretion (but shall not be obliged to), respond to queries submitted after this date. UKAD will endeavour to respond to all clarification questions within three working days of receipt.
- 6.3 All such queries received, together with UKAD's responses, will be circulated to all Bidders who have requested and obtained the procurement documents. This process will be managed through the following email address - **procurement@ukad.org.uk**. Notwithstanding this general position, there may be occasions when UKAD considers the clarification question or its response to be commercially sensitive and, as such, UKAD reserves the right to respond only to the Bidder raising the particular clarification.
- 6.4 Where the Bidder seeking clarification considers its question to be commercially sensitive, the Bidder should mark the clarification question "COMMERCIALY SENSITIVE". The decision as to whether a clarification question is commercially sensitive or not rests solely with UKAD. If UKAD considers that it is able to answer the clarification question on a sensitive basis, then it shall do so. However, if UKAD considers that it is unable to answer the clarification question on a sensitive basis, then it will give the Bidder seeking clarification the opportunity to remove any commercially sensitive marking and allow the question to be answered in the normal way. If the Bidder does not agree, the clarification question will be considered withdrawn and will not be answered.
- 6.5 If, as a result of a clarification question or otherwise, UKAD is of the opinion that the procurement documents require amendment then UKAD shall be entitled to do so by giving notice via the Portal.

7. Rules of the Procurement

- 7.1 The rules of the Procurement are set out in Appendix II to this ITT. Bidders are asked to review these carefully to ensure compliance throughout the Procurement.

8. TUPE

- 8.1.1 In respect of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), following consultation with its incumbent supplier

(Berlinger), UKAD does not consider itself to be the transferor nor transferee of the staff employed by the incumbent contractor in respect of this Opportunity.

9. Submission of Tender responses

- 9.1 Bidders must submit their full Tender responses in accordance with the requirements of this ITT by no later than **12noon on Sunday 18 June 2023** which must comprise the following:
- 9.1.1 responses to the **Selection Questionnaire** (see Part A of Appendix III);
 - 9.1.2 responses to the **Award Questionnaire** (see Part B of Appendix III);
 - 9.1.3 completed **Form of Tender** (see Appendix V); and
 - 9.1.4 completed **Collusive Tendering and Canvassing Statement** (see Appendix VI).
- 9.2 Any Tender response received after this time may be rejected unless the Bidder can demonstrate that failure to submit on time was caused by the fault of, or can be attributed to, UKAD.
- 9.3 Responsibility for the timely submission of completed Tender responses rests solely with the Bidder.
- 9.4 Tender responses must be submitted through the following email address **procurement@ukad.org.uk**. For the avoidance of doubt, submission via any other means will not be accepted by UKAD.

10. Form and content of Tender responses

- 10.1 Tender responses must be in English.
- 10.2 All financial information submitted in a Bidder's response must be denominated in Sterling (GBP), except where financial information is provided in a certified supporting document (such as a set of financial statements) where it is sufficient for the information to remain in the original currency. If financial information is being converted from one currency into GBP, the exchange rate used should be clearly stated.
- 10.3 Each question will only be evaluated on the information provided in response to that question and therefore all pertinent information should be included in the response to each relevant question.
- 10.4 Bidders must not:

- 10.4.1 cross-reference answers from one response to another, even where there is commonality;
- 10.4.2 include any embedded document. If an attachment is required by this ITT, please provide this as a separate file, ensuring that it is clearly named and referenced to the relevant section of the response requirement;
- 10.4.3 exceed the maximum number of pages allowed for the responses;
- 10.4.4 use a font size smaller or larger than 10;
- 10.4.5 change the format of any of the response documents, including spreadsheets, included in this ITT and any associated documents;
- 10.4.6 include any extraneous information which has not been specifically requested in the ITT including, for example, promotional literature, standard terms of trading etc.

11. Meeting the selection criteria – reliance on others, consortium submissions and submissions involving sub-contractors

Reliance on Others

- 11.1 Bidders may rely on the financial standing and/or technical capability of others provided that it can prove to UKAD that it will have at its disposal the resources and financial standing necessary to deliver the Contract.
- 11.2 For example, a letter from such other entity confirming that it will provide the necessary support may suffice. However, UKAD reserves the right, at its absolute discretion, to require further assurances in relation to the availability of resources to the Bidder and that UKAD may have full legal recourse to such resources as if the resources were provided by the Bidder itself. If sufficient assurance is not provided, the Bidder will be assessed on the basis of its own financial standing and/or technical capability as appropriate.
- 11.3 Bidders should note that a contractual commitment, for example in the form of a guarantee, may be required before a contract is executed. By submitting a Tender response, the Bidder warrants and represents that they can, and will, comply, or procure compliance, with such a commitment if required by UKAD.
- 11.4 Failure by a Bidder to comply with any such requirement may result in its exclusion from the Procurement.
- 11.5 Where a Bidder relies on another entity to satisfy Section 4 of the Selection Questionnaire (Economic and Financial Standing), the Bidder must fully answer all questions in Section 4 of the Selection Questionnaire with information relating to that entity. In addition, that other entity must also submit a response to Parts 1 and 2 of the Selection Questionnaire.

- 11.6 Where a Bidder relies on another entity to satisfy any of the criteria in Section 6 of the Selection Questionnaire (Technical and Professional Ability), the Bidder must fully answer the relevant criterion on behalf of the other entity including demonstrating why that experience will be available to it should it be awarded the Contract. In addition, that other entity must also submit a response to Parts 1 and 2 of the Selection Questionnaire as if it were the Bidder.

Consortium Submissions

- 11.7 In order to provide the full range of services required by UKAD, organisations may wish to collaborate to form a consortium which will then apply as a single Bidder for the purposes of the Procurement. Such consortium Bidders should specify in full in their Selection Questionnaire response the identity of their proposed members and shall appoint one of the members to be the lead Bidder for the purposes of the Procurement.
- 11.8 The Bidder must specify in its Selection Questionnaire response the commercial and legal relationship between the consortium members and any agreements giving rise to such a relationship. UKAD reserves the right to request evidence and copies of any agreements between the members and to comment upon them and take them into account in the evaluation process.
- 11.9 UKAD may, at its absolute discretion and in particular, require the Bidder to contract:
- 11.9.1 on the basis of joint and several liability;
 - 11.9.2 with a particular single member of the consortium as the prime contractor (with the other members providing contractual warranties and/or guarantees); and/or
 - 11.9.3 as an incorporated or unincorporated special purpose vehicle.
- 11.10 Failure by a Bidder to comply with any such requirement may result in its exclusion from the Procurement.
- 11.11 Where a Bidder is bidding as a consortium, the lead Bidder must provide full details of the consortium membership as required by Question 1.2 of the Selection Questionnaire. Each consortium member must also submit a response to Parts 1 and 2 of the Selection Questionnaire.

Submissions involving Sub-Contractors

- 11.12 Bidders may use sub-contractors if they are successful in this Procurement.
- 11.13 In the event that any proposed sub-contractors have been identified within the Selection Questionnaire, and they are considered to be a Key Sub-Contractor

(as that term is defined in Appendix I), the Bidder must comply with paragraphs 11.1 to 11.11 above, and submit all information requested therein in respect of the Key Sub-Contractor.

- 11.14 In the event that proposed sub-contractors have not been identified at this stage, no specific information in this regard is required.

12. Contract Award

- 12.1 Subject to any final due diligence checks and obtaining relevant internal approvals, UKAD intends to enter into the Contract with the successful Bidder following completion of the above-mentioned "standstill period". However, there is likely to be a transition period prior to full implementation of the product of any new supplier to facilitate any potential need for training of Doping Control Personnel and using existing stock from the incumbent supplier.
- 12.2 UKAD reserves the right to revert to the second placed Bidder, in the event that it is unable to execute a Contract with a successful Bidder (e.g., in circumstances where the successful Bidder attempts to negotiate amendments to the Contract which UKAD considers are material changes, or the successful Bidder delays execution of the Contract without reasonable justification).
- 12.3 Where UKAD is not able to award the Contract to the second placed Bidder due to similar circumstances, it reserves the right to approach Bidders in order of rank and award the Contract to the next placed Bidder. In submitting a Tender, it will be deemed that Bidders acknowledge and agree that their Tender will remain open for acceptance during a period of at least 3 months, following the Tender deadline.

Appendix I - Glossary

Term	Definition
ADAMS	Anti-Doping Administration and Management System
ADO	Anti-Doping Organisation
ADRV	Anti-Doping Rule Violation
Award Questionnaire	questionnaire which sets out UKAD's award criteria in Part B of Appendix III of this ITT
Bidder	a bidding organisation who wishes to be considered for this Opportunity
Contract	the form of contract which UKAD intends to invite the successful Bidder to execute following its award decision
CSR	Corporate Social Responsibility
DCO	Doping Control Officer
DCP	Doping Control Personnel
Doping Control	all steps and processes from test distribution planning through to ultimate disposition of any appeal and the enforcement of consequences, including all steps and processes in between, including but not limited to, Testing and Sample collection
ISTI	International Standard for Testing & Investigations
ITT	this invitation to tender document
Key Sub-Contractor	any sub-contractor which the Bidder places reliance on in order to respond to, or satisfy a minimum requirement within, the Selection Questionnaire
FTS	the e-notification service Find a Tender used to post and view public sector procurement notices
FTS Notice	the contract notice published in the FTS notifying the market of the Opportunity
Opportunity	the opportunity made available to the market by UKAD for the appointment of a provider to provide the Services, as more fully described in the Specification
Price Submission	the Bidder's response to Part B of the Award Questionnaire
Procurement	the proposed procurement process by UKAD for a supplier of doping control sample collection equipment
Regulations	Public Contracts Regulations 2015
Sample	any biological material collected for the purposes of Doping Control

SCA	Sample Collection Agency
Services	the services to be provided by the successful supplier to UKAD as more particularly described in the Specification
Selection Questionnaire	the questionnaire which sets out UKAD's selection criteria in Part A of Appendix III of this ITT
Specification	the document entitled 'Specification' which accompanies this ITT
Tender	the Bidder's response to the ITT to include all of the documents referred to in paragraph 9.1 of the ITT
UKAD	UK Anti-Doping
WADA	World Anti-Doping Agency
WAD Code	World Anti-Doping Code

Appendix II: Rules of the Procurement

1. DATA PROTECTION

1.1. It is possible that Bidders' responses may contain Personal Data (as defined under the UK General Data Protection Regulation (UK GDPR). Where such information is provided, the Bidder agrees to such Personal Data being collected, held and used by UKAD in accordance with and for the purposes of administering the Procurement and contract award. By providing such information, the Bidder warrants, on a continuing basis, that it has: (a) all requisite authority and has obtained and will maintain all necessary consents required under the Data Protection Regulations (which means the UK General Data Protection Regulation (UK GDPR), Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all relevant regulations together with any codes of conduct and guidance issued by the Information Commissioner; and (b) otherwise fully complied with all of its obligations under the Data Protection Regulations in order to disclose to UKAD the Personal Data, and allow UKAD to carry out the Procurement. The Bidder shall immediately notify UKAD if any of the consents are revoked or changed in any way which impacts on UKAD's rights or obligations in relation to such Personal Data.

2. COSTS AND EXPENSES

2.1. Bidders remain responsible for all costs and expenses incurred by them or by any third party acting under instructions from the Bidder in connection with taking part in the Procurement, regardless of whether such costs arise as a consequence direct or indirect of any amendments made to the procurement documents by UKAD at any time.

2.2. Under no circumstances will UKAD or any of its advisors be liable for any costs or expenses incurred by Bidders, funders and/or its respective advisors arising directly or indirectly from the Procurement or termination thereof, including, without limitation, any changes or adjustments made to the procurement documents, or the exclusion/disqualification of a Bidder.

2.3. For the avoidance of doubt, where a Bidder is disqualified or excluded from the Procurement, under no circumstances will UKAD or its advisors be liable for any costs or expenses howsoever incurred by such Bidders.

3. INTELLECTUAL PROPERTY

3.1. The information contained within this ITT and its accompanying documents (the "**Procurement Documents**") are the intellectual property of UKAD or such third parties with whom UKAD has sought prior permission to utilise their information. Bidders shall not reproduce, copy, distribute or otherwise make available to any third party the whole or any part of such information in any form (including photocopying it or storing it in any medium including electronic means) without the prior written permission of UKAD, other than for use strictly for the purpose of submitting a Tender response.

3.2. The Procurement Documents and all copies thereof are and shall remain the property of UKAD and must be returned or destroyed on demand.

3.3. All specifications, and any further material issued in connection with the Procurement, remain the property

of UKAD and are to be used solely for the purpose of the Procurement.

4. CONFIDENTIALITY

4.1. The Bidder shall not, without the prior written consent of UKAD, advertise or publicly state that it has received this ITT or that it intends to participate in this Procurement.

4.2. The Bidder shall keep confidential and continue to keep confidential; all information obtained from UKAD in connection with this Opportunity, and shall not divulge the same without the prior written consent of UKAD. The provisions of this paragraph shall not apply to:

4.1.1. information already in the public domain otherwise than by breach of this paragraph;

4.1.2. information already in the possession of the Bidder that was not received under a duty of confidentiality;

4.1.3. information obtained from a third party who is free to divulge the same;

4.1.4. information required to be disclosed by law or a competent regulatory authority; and/or

4.1.5. information disclosed to the Bidder's legal or other professional advisers.

4.2. The Bidder consents to sharing the information contained in its Tender response for the purposes of administering the Procurement.

4.3. The Bidder should note that UKAD is subject to the Freedom of Information Act 2000 ("**FOIA**") and UKAD may be required to disclose details of the Bidder's Tender response in response to a FOIA request from third parties, either during or after the Procurement. UKAD can only withhold information where it is covered by a valid exemption as set out in the FOIA.

4.4. If a Bidder is concerned about possible disclosure of its Tender response, it should notify UKAD accordingly by clearly identifying (in a separate covering letter) the specific parts of its Tender response that it considers commercially sensitive or confidential (within the meaning of the FOIA), the harm that disclosure may cause and an estimated timescale of how long the information will remain sensitive. The Bidder is recommended to familiarise itself with the UK's Information Commissioner's current position on the disclosure and non-disclosure of commercially sensitive information and should not notify UKAD of a blanket labelling of its entire Tender response as confidential.

4.5. The Bidder must be aware that the receipt by UKAD of information marked "confidential" does not mean that UKAD may not release that information where it is required to do so pursuant to its obligations under FOIA.

4.6. Once the Procurement is complete UKAD may publish details of all contract awards in accordance with UK Government transparency standards.

5. NON-COLLUSION AND CANVASSING

5.1. Any attempt by any Bidder to collude with any other person to influence the Procurement in any way will result in disqualification from further participation in the Procurement. In particular, Bidders shall not:

5.1.1. canvass, solicit or offer any gift or consideration whatsoever as an inducement, fee or reward to any officer, employee or contractor of UKAD, or any person acting as an adviser to it in connection with the Procurement;

5.1.2. commit any act or omission which would constitute a breach of the Bribery Act 2010;

5.1.3. fix or adjust the amount or content of any Tender in accordance with any agreement or arrangement with any other person, other than in good faith where such other person is a proposed consortium member, or a supplier, adviser or provider of finance to the Bidder;

5.1.4. communicate to any person other than UKAD, or seek or obtain from such other person, information about the amount or content of any Tender, other than in good faith to obtain quotations for supplies, services or finance;

5.1.5. enter into any agreement or arrangement with any other person that will result in such a person refraining from submitting a Tender; and

5.1.6. offer or pay a sum of money, incentive or valuable consideration to any person proposing to effect changes in or omissions from any other Tender.

5.2. Other than where specifically permitted as described in the Procurement Documents, no attempt should be made to contact any of UKAD's staff or advisors in connection with the Procurement. Any enquiries made concerning the Procurement other than in accordance with the instructions in the Procurement Documents may be regarded as prima facie evidence of canvassing.

6. MODIFICATION AND WITHDRAWAL OF SUBMISSION

6.1. Bidders may modify their Tender response prior to the stated deadline. Any Bidder wishing to submit a new Tender response is able to delete their previous response and replace with a revised version.

6.2. No Tender response may be modified after the stated deadline. Bidders may withdraw their Tender responses after the deadline by notifying UKAD via the Q&A function available via the following email address - procurement@ukad.org.uk.

7. WARRANTIES

7.1. In submitting a Tender response, the Bidder warrants, represents and undertakes that:

7.1.1. all information, representations and matters of fact communicated (whether in writing or otherwise) to UKAD in connection with its Tender response are true and accurate at the time of submission and shall remain so throughout the Procurement (subject to any further changes which may occur, and which should be disclosed to UKAD promptly);

7.1.2. it has complied with the conditions set out in the Procurement Documents in all respects; and

7.1.4. it has not submitted a Tender response in reliance upon any representation or statement (whether made orally, in writing or otherwise) which may have been made by UKAD's officers, employees, or agents, or appointed advisers.

8. PUBLICITY

8.1. No publicity in relation to the selection of Bidders, the identification of the successful Bidder, the execution of any contractual documents or the Procurement in general will be permitted unless and until UKAD has given its express prior consent to the relevant communication. In particular, no statements should be made to the press or other similar organisations regarding the nature of any solution/proposals of the Bidder in connection with the Procurement without the express prior written consent of UKAD.

8.2. UKAD retains the right to publicise or otherwise disclose to any third party, information in relation to the Procurement, the selection of Bidders (including details of their respective members, subcontractors, representatives, advisers, consultants, servants or agents), the Procurement in general or the execution of any contractual documents at any time.

9. COMMUNICATIONS

9.1. All documents, correspondence and dialogue relating to the Procurement will be communicated in the English language (any liability for errors or omissions in translated documents will remain with the Bidder). All Tender responses should also be written in the English language.

9.2. It is the responsibility of Bidders to monitor all email messages and clarifications issued by UKAD. UKAD accepts no liability for any Bidder's failure to consistently monitor its inbox or keep abreast of clarifications issued. All electronic communication sent by UKAD will be deemed to have been received by the Bidder at the time of transmission.

9.3. It is the sole responsibility of each Bidder to ensure that the individual stated as the principal contact in their Tender response is able to monitor and issue responses to any requests issued by UKAD within the specified time period.

9.4. All formal communications (including, but not limited to, clarifications) and the submission of Tender responses to UKAD are to be made in writing via the following email address procurement@ukad.org.uk.

9.5. If a Bidder is in doubt as to the interpretation of any part of this document; or if they consider that any of its requirements are ambiguous or conflict with any other requirements, they should contact UKAD via the following email address - procurement@ukad.org.uk - and UKAD will endeavour to answer enquiries prior to Tender responses being submitted. Under no circumstances should UKAD staff be contacted directly.

9.6. The answer may be circulated to other potential Bidders, where appropriate. The deadline for clarifications is provided in the Procurement Documents. It should be noted that clarifications outside of these timescales may not be considered.

10. DISCLAIMER

10.1 No information contained in this document or in any communication made between UKAD and any Bidder in connection with this document shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this ITT and its accompanying documents.

10.2. UKAD will ensure that all Bidders are treated equally and in a non-discriminatory way during the Procurement. This includes prohibiting any anti-

competitive behaviour so as to ensure a fair procurement process. Where UKAD suspects anti-competitive behaviour, it may require the Bidder to supply evidence that they are not behaving in an anti-competitive manner. Any evidence of anti-competitive behaviour may result in the Bidder being excluded from the Procurement.

10.3. The information contained in this document and the supporting documentation and in any written or oral communication made by UKAD is believed to be correct at the time of issue, but UKAD will have no liability for its accuracy, adequacy or completeness, and no warranty is given as such.

10.4. Neither the issue of the Procurement Documents, nor any of the information presented within them, be regarded as a commitment or representation on the part of UKAD (or any other person) to enter into a contractual arrangement. Nothing in this document should be interpreted as a commitment by UKAD to award a contract to a Bidder as a result of the Procurement, nor to accept the lowest price or any tender.

10.5. Whilst prepared in good faith and the information contained in this document is believed to be correct at the time of issue, the Procurement Documents and any ancillary documents issued to Bidders in conjunction with the Procurement Documents are intended to provide preliminary background to UKAD's objectives and requirements and neither UKAD or its advisors, nor any other awarding authorities will accept any liability for their accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, the Procurement Documents (including their appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Bidder.

10.6 Bidders are responsible for analysing and reviewing all information provided in this document and for forming their own opinions and should notify UKAD promptly of any perceived ambiguity, inconsistency or omission in this document and/or any of its associated documents and/or any information provided to Bidders as part of the Procurement.

10.7 Only the express terms of the contractual documents, if and when executed shall have any contractual effect in connection with the matters to which the Procurement relates.

10.8 UKAD reserves the right at any time to:

10.8.1. reject any or all Tender responses and to cancel or withdraw the Procurement without liability to Bidders at any stage;

10.8.2. award a contract without prior notice;

10.8.3. change the basis, the procedures and the timescales set out or referred to in the Procurement Documents;

10.8.4. require a Bidder to clarify its Tender response in writing and/or provide additional information (failure to respond adequately may result in disqualification);

10.8.5. terminate the Procurement;

10.8.6. amend the terms and conditions of the selection and evaluation process.

10.9 Nothing in this document is intended to exclude or limit the liability of UKAD in relation to fraud or in other

circumstances where UKAD's liability may not be excluded or limited under any applicable law.

11.ASSIGNMENT AND NOVATION

11.1. The Bidder may not assign, subcontract or encumber any right or obligation under these terms and conditions, in whole or in part, without UKAD's prior written consent.

11.2. UKAD may assign any or all of its rights under these terms and conditions to another party, provided that it gives Bidders prior written notice of the assignment including the identity of the assignee.

12.GENERAL

12.1. In respect of any documentation issued as part of the Procurement (except where indicated otherwise):

12.1.1. words importing one gender include all other genders and words importing the singular include the plural and vice versa;

12.1.2. enactment means any statute or statutory provision (whether of the United Kingdom or elsewhere), subordinate legislation (as defined by section 21(1) Interpretation Act 1978) and any other subordinate legislation made under any such statute or statutory provision;

12.1.3. a reference to any enactment shall be construed as including a reference to:

12.1.3.1 any enactment which that enactment has directly or indirectly replaced (whether with or without modification); and

12.1.3.2 that enactment as re-enacted, replaced or modified from time to time, whether before, on or after the date of this document.

12.2. The terms of the Procurement shall be governed by and construed in accordance with English law and UKAD and the Bidder agree to submit to the exclusive jurisdiction of the Courts of England in relation to any matter or dispute arising out of or in connection with the Procurement. The parties agree that no implied tender contract shall arise in respect of the Bidder's participation in the Procurement.

Appendix III: Questionnaires

Please refer to separate attachment entitled "Appendix III"

Appendix IV – Evaluation categories, scoring methodologies and weightings

PART A – SELECTION QUESTIONNAIRE

Table 1 – Evaluation Categories

Section No.	Question	Evaluation Category	P/F Explanation	Scoring Methodology
1	Questions 1.1-1.3	FIO		
2 3	All questions (2.1-3.2)	P/F	<ul style="list-style-type: none"> • Pass = None of the exclusion grounds apply to the Bidder OR one or more of the exclusion grounds does apply but the Bidder has satisfactorily demonstrated its reliability and has therefore been considered to have 'self-cleaned' • Fail = An exclusion ground applies to the Bidder and the Bidder has not satisfactorily demonstrated its reliability and has therefore not been considered to have 'self-cleaned' 	
4	4.1	P/F	<ul style="list-style-type: none"> • Pass = The Bidder has provided evidence of its financial standing and has demonstrated its net worth is at least 25% of the approximate annual value of the contract (one year only) or has provided a third-party guarantee or similar to this value. • Fail = The Bidder has not provided evidence of its financial standing and has demonstrated its net worth is at least 25% of the approximate annual value of the contract (one year only) nor has provided a third-party guarantee or similar to this value. 	
5		P/F	<ul style="list-style-type: none"> • Pass = The entity identified by the Bidder is willing to give a guarantee if necessary OR no other entity relied upon 	

			<ul style="list-style-type: none"> • Fail = The entity identified by the Bidder is not willing to give a guarantee if necessary 	
6	6.1 (Contract Example 1)	P/F	<ul style="list-style-type: none"> • Pass = Examples demonstrate satisfactory previous/current experience of providing services to Anti-Doping Organisations (ADOs) or Sample Collection Agencies (SCAs) operating within the framework of the World Anti-Doping Code and International Standards. Examples demonstrate the Bidder acts as a supplier of relevant equipment to ADOs/SCAs, supplying a minimum of 5,000 urine Sample Collection kits and 1,000 venous blood Sample collection kits a year. • Fail = The examples fail to meet the criteria for a "pass" as described above in respect of this Section 6. <p>Candidates may provide their responses to this Section by appending a separate document which clearly references the question to which the response relates and the name of the Bidder (e.g., "Part A – Selection Questionnaire – Response to Section 6 – [BIDDER NAME]").</p> <p>Candidates should provide the information requested in respect of each example set out in the question (i.e., name of customer organisation, point of contact etc.). In respect of "Description of contract", responses to this section should be limited to 1,000 words for each contract example. UKAD reserves the right not to consider any text which exceeds the above-mentioned word limit.</p>	
	6.1 (Contract Example 2)			
	6.1 (Contract Example 3)			
	6.2	FIO		
	6.3-6.4	P/F	<ul style="list-style-type: none"> • Pass = The Bidder has confirmed that its Doping Control Sample collection equipment meets all the requirements stipulated in clause 6.3.4 of the International Standard for Testing & Investigations 	

			<ul style="list-style-type: none"> • Fail = The Bidder has not confirmed confirms that its Doping Control Sample collection equipment meets all the requirements stipulated in clause 6.3.4 of the International Standard for Testing & Investigations 	
	6.5	P/F	<ul style="list-style-type: none"> • Pass = The Bidder has confirmed that it is able to meet the production requirements of UKAD of approximately 9,000-10,000 urine Sample collection kits and 2,000-3,000 venous blood Sample kits. • Fail = The Bidder has not confirmed that it is able to meet the production requirements of UKAD of approximately 9,000-10,000 urine Sample collection kits and 2,000-3,000 venous blood Sample kits. 	
7	7.1 and 7.2	P/F	<ul style="list-style-type: none"> • Pass = any of the following: <ul style="list-style-type: none"> - the Bidder answers 'N/A' to question 7.1 and UKAD has no reason to determine that a 'N/A' response is incorrect; or - the Bidder answers 'yes' to Question 7.1 and provides a relevant URL; or - The Bidder answers 'yes' to Question 7.1 and 'no' to Question 7.2, but the Bidder provides an adequate explanation for a lack of compliance. • Fail = The Bidder answers 'yes' to question 7.1 and 'no' to Question 7.2 and the Bidder does not provide an adequate explanation for a lack of compliance. 	
8	8.1	P/F	<ul style="list-style-type: none"> • Pass = The Bidder has confirmed that it holds, or can put in place, the stated levels of insurance • Fail = The Bidder has not confirmed that it holds, or can put in place, the stated levels of insurance 	

PART B – AWARD QUESTIONNAIRE

Part 1 - Equipment: Urine and Venous Blood Sample Collection Equipment

The award criteria and associated weightings are summarised below:

L1 Criterion	Weighting	L2 Criterion	L2 Weighting	L3 Criterion	L3 Weighting
Quality	70%	Q1. Bidder equipment specification – urine and venous blood Sample collection equipment	20%		
		Q2. Bidder requirements and Quality Assurance	7.5%		
		Q3. Service delivery, account management and resourcing	7.5%		
		Q4. Sustainability	7.5%		
		Q5. Stakeholder input	27.5%	Athletes	15%
				Doping Control Officers	7.5%
				WADA-accredited laboratory	5%
		Q6. Contract compliance	N/A - pass/fail		

Price	30%	Approximate Annual Cost for Service Delivery			
Total	100%		100%		

Bidders should refer to the scoring tables set out underneath each question for further details on how the evaluation team will score responses to the Award Questionnaire.

Part 2 - Equipment: Sample Collection Vessels and Partial Sample Equipment

The award criteria and associated weightings are summarised below:

L1 Criterion	Weighting	L2 Criterion	L2 Weighting	L3 Criterion	L3 Weighting
Quality	70%	Q1. Bidder equipment specification – Sample Collection Vessels	20%		
		Q2. Bidder requirements and Quality Assurance	7.5%		
		Q3. Service delivery, account management and resourcing	7.5%		
		Q4. Sustainability	7.5%		
		Q5. Stakeholder input	27.5%	Athletes	15%
				Doping Control Officers	12.5%
		Q6. Contract compliance	N/A - pass/fail		

Price	30%	Approximate Annual Cost for Service Delivery			
Total	100%		100%		

Bidders should refer to the scoring tables set out underneath each question for further details on how the evaluation team will score responses to the Award Questionnaire.

Appendix V – Form of Tender

1. Having examined the Invitation to Tender, including the Appendices, and being fully satisfied in all respects with the requirements of the ITT (including the Rules of the Procurement set out in Appendix II), we hereby submit a Tender for consideration by UKAD.
2. We accept that UKAD is not obliged to award any contract as a result of this Procurement; that UKAD is free to amend or cancel the Procurement subject only to its obligations under the Regulations; and that neither UKAD nor any of its advisers are liable to pay any costs to any Bidder as a result of participation in this Procurement.
3. We confirm that the following documents have been submitted for UKAD's consideration:

This completed Form of Final Tender (Appendix V)	Yes / No <input type="checkbox"/> <input type="checkbox"/>
A completed Collusive Tendering and Canvassing Statement (Appendix VI)	Yes / No <input type="checkbox"/> <input type="checkbox"/>
Completed Selection Questionnaire (Part A of Appendix III to the ITT)	Yes / No <input type="checkbox"/> <input type="checkbox"/>
Completed Award Questionnaire (Part B of Appendix III to the ITT)	Yes / No <input type="checkbox"/> <input type="checkbox"/>

Signed for
and on behalf of [insert Bidder name]:

Signature:

Position:

Date:

Appendix VI – Collusive Tendering and Canvassing Statement

1. The essence of any procurement process under the Regulations is that UKAD shall receive *bona fide* competitive Tenders from all Bidders. In recognition of this principle and in signing this statement, we warrant this is a *bona fide* Tender, intended to be competitive and, to the extent relevant, that we have not fixed or adjusted the Tender, or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other party.
2. We confirm that we have not done and undertake that we will not do at any time any of the following acts:
 - 2.1 communicate to a party other than UKAD the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender and/or insurance);
 - 2.2 enter into any agreement or arrangement with any other party whereby that party agrees that he/she/it shall refrain from tendering or as to the amount of any Tender to be submitted;
 - 2.3 offer or agree to pay or give any sum of monetary inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused any act or omission to be done in relation to any other tender or the proposed Tender; and/or
 - 2.4 canvass or solicit any member, employee, agent or supplier of UKAD in connection with the Procurement.
3. We also confirm that no person employed by me/us or acting on my/our behalf has done or will do any act referred to above.
4. In this Schedule:
 - 4.1 the word "*party*" includes any person, body or association, corporate or incorporate; and
 - 4.2 the phrase "*any agreement or arrangement*" includes any transaction, formal or informal whether legally binding or not.

Signed for and on behalf of [insert Bidder name]:

Signature:

Position:

Date: