



**UK Biobank Limited**

**Procurement Name:** Automated Large-Scale  
Ultra-Low Temperature Biological Sample Archive

**Procurement Reference Number:** UKBB017

**Procurement Procedure:** Open

**Invitation to Tender (ITT):** Volume 1: Process  
Overview and Guidance to Bidders

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# **1 Background**

## **1.1 Introduction**

This Invitation to Tender ('ITT') is being issued by UK Biobank ('UKB') and invites tender submissions (a 'Bid') for an Automated Large-Scale Ultra-Low Temperature Biological Sample Archive (the 'Archive') as part of a programme of infrastructure replacement, funding for which was recently announced by the UK Government ([www.gov.uk/government/news/chancellor-reveals-life-sciences-growth-package-to-fire-up-economy](https://www.gov.uk/government/news/chancellor-reveals-life-sciences-growth-package-to-fire-up-economy)).

Throughout this document, the term 'Bidder' is used to refer to 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.

## **1.2 Enquiries regarding the ITT**

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

## **1.3 This Procurement**

UKB is looking for a supplier (the 'Supplier') with the necessary capacity and capability to provide a new Archive with responsibility for supply, installation, testing, commissioning, training, and to provide support services (the 'Support Services') over an initial period of five years, and with the ability for UKB to extend this support for further periods up to a total of fifteen years.

UKB's requirements for the Archive and Support Services are set out within a separate document (the 'Specification') provided as part of the ITT.

## **1.4 Overview of the ITT**

The ITT consists of the following documents:

- ITT Volume 1: Process Overview and Guidance to Bidders
- ITT Volume 2: Bidder Questionnaire
- Pricing response template (and completed example for illustration purposes only)
- Specification
- UK Biobank Contract Terms & Conditions
- Contact Details and Declaration (included in ITT Volume 2)
- Form of Tender Declaration (included in ITT Volume 2)
- Conflict of Interest Declaration (included in ITT Volume 2)
- Contract Confirmation Declaration (included in ITT Volume 2)

Unless otherwise expressly stated to the contrary, all defined terms used in ITT Volume 1, ITT Volume 2, the Pricing response template and/or the Declarations listed above, are set out in Schedule 1 of the Contract or the Glossary to the Specification.

## 1.5 Volume 1: Process Overview and Instructions to Bidders

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

Section	Section title	Description
1	Background	Provides general background information in respect of this procurement and an overview of all the ITT documentation
2	Pricing and Contract Structure, Selection/Award methodology	<p>Provides an overview of the pricing and contract structure for the Archive and Support Services.</p> <p>This section also explains the selection and award criteria. UKB is seeking to award the Contract to the Bidder that satisfies the minimum selection and award requirements and submits the highest scoring Bid by application of the quality and price award criteria (the most economically advantageous tender)</p>
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	UKB Procurement Rules	Provides details of the rules in respect of this procurement

## 1.6 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 criteria.

The selection criteria relate to information about the Bidder (and any organisations it is tendering with), exclusion grounds and selection questions (the 'Selection Questions') relating to economic and financial standing, technical and professional ability, insurance and health and safety.

The award criteria relate to information about the proposed Archive solution, its ability to meet the technical requirements in the Specification and Contract and the Bidder's tendered price.

Bidders should NOT send catalogues as part of their response to the award questions.

## 2 Pricing and Contract Structure, Selection / Award Methodology

### 2.1 Pricing and Contract Structure

#### Introduction

Within the infrastructure funding announced of £127.6 million, a budget of £15 million to £20 million has been identified to cover the capital costs of the purchase, installation, commissioning and testing of an Archive with a storage capacity of 20 million samples.

In addition, once the Archive is operational, Service Charges will be payable to the Supplier in respect of the provision of Support Services.

Further information is provided within the Contract (Schedule 7 (Charges and Invoicing)), and a summary is provided below.

The Contract contains an Optional Deliverable relating to an increase in the sample storage capacity from 20 million samples to 30 million samples (set out in clauses 5.4 to 5.6 of the Contract) (the 'Optional Deliverable'). UKB does not commit to purchase the additional capacity, but reserves the right to do so at the tendered price (subject to indexation as set out in the Contract).

#### Price for equipment purchase, installation, commissioning and testing

Bidders should provide a single fixed price for the total cost of their Archive including equipment purchase, installation, commissioning and testing, inclusive of all fees and charges. This price will be paid in line with five milestones, and UKB has determined a schedule of milestone payments in the table below.

<b>Milestone</b>	<b>Milestone Payment schedule</b>
1. Effective Date of the Contract	30% of the total price for equipment purchase, installation, commissioning and testing
2. Factory Acceptance Test passed	30% of the total price for equipment purchase, installation, commissioning and testing
3. Installation Qualification (IQ) passed	10% of the total price for equipment purchase, installation, commissioning and testing
4. Operational Qualification (OQ) passed	20% of the total price for equipment purchase, installation, commissioning and testing
5. Performance Qualification (PQ) passed	10% of the total price for equipment purchase, installation, commissioning and testing
<b>TOTAL PRICE (EQUIPMENT PURCHASE, INSTALLATION, COMMISSIONING and TESTING)</b>	100%

Installation Qualification, Operational Qualification and Performance Qualification are defined in Annex 1 of Schedule 6 (Testing Procedure) of the Contract.

The Contract may (at UKB's discretion) be entered into on a conditional basis where, at the time of contract award, funding for this procurement has not been received by UKB. UKB may also decide to proceed to contract award (at its discretion) with the inclusion of appropriate adjustments and/or conditions to reflect the likely programme to practical completion of the Facility at the time of award. Prices must be held firm by Bidders for a period of six months from tender submission. In the unlikely event that the Contract is not executed, or the Contract is executed but the conditions are not satisfied within six months of the submission of the tender, for example as a consequence of a delay to the final approval of the UKB Full Business Case, the total submitted price will be adjusted by inflation from the date six months from tender submission in line with the Contract.

## **Service Charges**

Bidders should provide a fixed price for each year of the initial period of Support Services (i.e. a price for each of years 1-5) and a fixed price for year 6 (which will apply to each of years 6-15 in the event that UKB extends the Support Services (as applicable to any period(s) of extension)). This price should be the total price for each year for delivering the Support Services as defined in Section 7 of the Specification and in accordance with the Contract (including, for example, the package of spares described within that section of the Specification).

Prices should be submitted as at October 2023 prices. Indexation will apply in line with the Contract.

At UKB's discretion, the Supplier may be required to extend Support Services for such further periods as determined by UKB (each period being at least 12 months in duration) up to a maximum of ten years (i.e. years 6-15). The price per annum will be based upon the submitted Service Charge for year 6 onwards (as reflected in the Supplier's Pricing response template and subject to indexation in line with the Contract).

## **Basis of pricing and invoicing**

All prices must be submitted in £ sterling.

Payments will be made in £ sterling within 30 days of receipt of a valid invoice, as set out in the Contract (Schedule 7 (Charging and Invoicing)).

## **Indexation**

The milestone payments relating to equipment purchase, installation, commissioning and testing will not be indexed, unless the Contract is not executed within six months of the submission of the tender, or the Contract is executed with certain conditions but those conditions are not satisfied within six months of the submission of the tender (as set out above). Service Charges will be uplifted for inflation using the Consumer Prices Index. The charges relating to the Optional Deliverable will be indexed using CPI to the date the option is exercised. Further information on indexation is provided within the Contract (Schedule 7 (Charging and Invoicing)).

## **Contract structure**

The form of contract (under which the Supplier will provide UKB with the Archive and Support Services) comprises the UK Biobank Contract Terms and Conditions provided as part of the ITT documentation (and which are subject to any clarifications issued and/or amendments made by UKB).

Following design, manufacture, installation and testing of the Archive, the Supplier will be required to provide Support Services for an initial period of 5 years. The five year initial term will commence on satisfaction of Operational Qualification and, as highlighted above, UKB will have the option to extend the initial 5 year term by further periods, as determined by UKB (each period being at least 12 months in duration), up to a total term of 15 years (inclusive of the initial term), with the Contract expected to be awarded in January 2024. It is expected that the lifespan of the Archive will exceed the 15 year period and the Supplier may be requested (but is not obliged) to continue to provide Support Services to UKB after the extended 15 year period on terms to be agreed.

## **2.2 Selection Criteria**

The selection elements of this procurement shall be assessed in 2 stages.

A Bid submitted will only be considered from a Bidder who is not excluded pursuant to Regulation 57 of PCR 2015 and which has met UKB's required minimum standards for Section 6 (Technical and Professional Ability) and Section 7 (Additional Questions) of Section 1 (Standard Selection Questionnaire) of ITT Volume 2.

UKB will review the financial information provided by the Bidder that submits the most economically advantageous tender, following the application of the award criteria set out in Sections 2.3 to 2.5 of this ITT Volume 1. Economic and Financial standing will therefore only be considered after evaluation of the award questions, so only applied to the proposed winning Bidder. UKB shall rely on 'H-score' information supplied by Company Watch, and if necessary, 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 relevant Bidder) to assess the financial standing of the proposed winning Bidder.

Where the proposed winning Bidder is not considered to have sufficient financial standing UKB will exclude that Bidder, re-run the pricing evaluation (without the excluded Bidder's tendered price) and recalculate the overall score in accordance with Section 2.5 of this ITT Volume 1 for all the remaining bidders, to identify the new Bidder that has submitted the most economically advantageous bid and the process as stated in this Section 2.2 of ITT Volume 1 will then be repeated.

Compliance with the minimum standards for the selection criteria is an ongoing requirement, and Bidders must notify UKB without delay should any changes in circumstances arise following bid submission which could impact on a Bidder meeting the minimum standards for the selection criteria set out below.

Whilst Bidders are able to self-declare compliance in response to a number of the selection criteria, verification checks will be undertaken on the proposed winning Bidder, with failure to pass this verification stage leading to the proposed winning Bidder being excluded. In such circumstances, UKB will re-run the pricing evaluation (without the excluded Bidder's tendered price) and recalculate the overall score in accordance with Section 2.5 of this ITT Volume 1 for all the remaining bidders, 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 criteria, UKB uses the Crown Commercial Service Standard Selection Questionnaire, as required by PCR 2015. Details of the minimum standards are set out below. Where a Bidder does not meet those minimum standards, the 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 of this ITT Volume 1 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 ITT Volume 1, every organisation that is being relied on to meet the selection criteria, including parent companies and any sub-contractors, must complete and submit Part 1 and Part 2 of Section 1 (Standard Selection Questionnaire) of ITT Volume 2 and the Contact Details and Declaration and the Conflict of Interest Declaration.

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 Selection Questions in Part 3 of ITT Volume 2, on behalf of the consortium and/ or any sub-contractors, providing one composite response.

The Bidder's response to Section 1 (Standard Selection Questionnaire) of ITT Volume 2 will be evaluated, and the minimum standards will be applied, as follows:

Part/Section	Criterion	Minimum Standard
<b>Part 1 Potential Supplier information</b>		
Section 1	Not scored	For information only but this section must be completed in order for a Bid to be compliant.
<b>Part 2 Exclusion Grounds</b>		
Section 2 Section 3 Section 4	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/or any third party relied upon by the Bidder in order to meet the Selection Minimum Standards (as applicable)), UKB will determine 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) of PCR 2015).
<b>Part 3 Selection Questions</b>		
Section 5 Section 6 Section 7	Pass/Fail Pass/Fail Pass/Fail	<p>The Bidder must achieve a "Pass" for each of Sections 5, 6 and 7, in accordance with the following:</p> <p><b>Section 5 Economic and Financial Standing:</b></p> <p>UKB 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 any 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>Note that, where the Bidder is relying on a third party for the purposes of demonstrating sufficient economic and financial standing, a "Yes" answer is required in response to question 5.5 in order for the Bidder to "Pass" Section 5 Economic and Financial Standing.</p>



		<p>Section 5 will only be considered after evaluation of the award questions, so only applied to the proposed winning Bidder.</p> <p><b>Section 6 Technical and Professional Ability:</b>  <b>Section 6.1 and 6.2:</b> Bidders must provide relevant evidence of technical and professional ability. References to “large-scale” for the purposes of Section 6.1 and 6.2 of ITT Volume 2 only means an archive with capacity of at least 1 million samples. The Bidder must achieve a “Pass” for Section 6.1 or 6.2 in accordance with the following:</p> <p><b>Pass</b> = the response clearly demonstrates relevant technical ability, skills and experience of previously delivering similar large-scale ultra-low temperature automated biological sample archives and support services, and any reservations that UKB 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 6.1 or 6.2) relevant to the scope of this Contract are minor in nature.</p> <p><b>Fail</b> = the response does not clearly demonstrate relevant technical ability, skills and experience of previously delivering similar large-scale ultra-low temperature automated biological sample archives and support services, or UKB 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 6.1 or 6.2) relevant to the scope of this Contract.</p> <p><b>Section 6.3:</b> Where the Bidder intends to sub-contract a proportion of the Contract, it must demonstrate that it has previously maintained a healthy supply chain with its sub-contractor(s). The Bidder must achieve a “Pass” for Section 6.3 of ITT Volume 2 in accordance with the following:</p> <p><b>Pass</b> = the Bidder has demonstrated that it has previously maintained a healthy supply chain, to the satisfaction of UKB or answered N/A (as it does not intend to sub-contract a proportion of the Contract).</p> <p><b>Fail</b> = the Bidder has not demonstrated that it has previously maintained a healthy supply chain, to the satisfaction of UKB</p> <p><b>Section 7.1 Insurance:</b>  <b>Pass</b> = 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”.  <b>Fail</b> = the Bidder (whether a single organisation or one or more members of a consortium) or a third party upon whose</p>
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		<p>capacity the Bidder is relying to meet this Section responds “No”.</p> <p><b>Section 7.2 Health and Safety:</b>  <b>Pass</b> = the Bidder has provided relevant evidence of arrangements in place to manage Health and Safety, to the satisfaction of UKB.  <b>Fail</b> = the Bidder has not provided relevant evidence of arrangements in place to manage Health and Safety, to the satisfaction of UKB.</p>
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## 2.3 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:

Section	Criteria	Weighting	Sub-criteria	Sub-weighting
A	Mandatory Criteria (Scored on a Pass or Fail basis)	N/A	N/A	N/A
B1	Overall Architecture	5%	B1.1	5%
B2	Physical Characteristics and Efficiency	9%	B2.1	4%
			B2.2	5%
B3	Sample Storage	10%	B3.1	10%
B4	Sample Handling	24%	B4.1	5%
			B4.2	9%
			B4.3	5%
			B4.4	5%
B5	Data and Information Systems	9%	B5.1	4%
			B5.2	5%
B6	Project Plan and Governance	4%	B6.1	4%
B7	Support Services	9%	B7.1	9%
	<b>Total quality criteria</b>	<b>70%</b>		
	<b>Price</b>	<b>30%</b>		
	<b>Total award criteria</b>	<b>100%</b>		

Award questions in Section A of Section 2 (Award Questions) of ITT Volume 2 are scored on a Pass/Fail basis. A Bidder must answer “Yes” in relation to all questions in Section A in order to achieve a Pass. Any Bidder that answers “No” in relation to any question in Section A, will achieve a Fail and its Bid will be excluded.

Bids from Bidders that achieve a Pass in relation to Section A will be taken forward in the evaluation. Responses to the scored quality questions, which are set out in Section B of Section 2 (Award Questions) of ITT Volume 2, will be scored out of 5 and the scores shall have the following meanings:

<b>Score</b>	<b>Meaning</b>
0	Unacceptable – the response to the question fundamentally fails to address the question or demonstrates a very weak response as to how UK Biobank's requirements will be met. Overall, as a consequence, the response provides very low confidence that the proposed Archive or approach will meet UK Biobank's requirements.
1	Poor – the response to the question is weak in quality and the level of detail and supporting evidence provided. Overall, as a consequence, the response provides low confidence that the proposed Archive or approach will meet UK Biobank's requirements.
2	Satisfactory – the response to the question is satisfactory in quality and the level of detail and supporting evidence provided. Overall, as a consequence, the response provides a reasonable level of confidence that the proposed Archive or approach will meet UK Biobank's requirements.
3	Good – the response to the question is good in quality and the level of detail and supporting evidence provided. Overall, as a consequence, the response provides a good level of confidence that the proposed Archive or approach will meet UK Biobank's requirements.
4	Very good – the response to the question is very good in quality and the level of detail and supporting evidence provided. Overall, as a consequence, the response provides very good confidence that the proposed Archive or approach will meet UK Biobank's requirements.
5	Excellent – the response to the question is excellent in quality and the level of detail and supporting evidence provided. Overall, as a consequence the response provides excellent confidence that the proposed Archive or approach will meet UK Biobank's requirements.

UKB will assess each response to each scored quality question on a holistic basis.

Any bid that scores 0 on any of ITT Volume 2 Section B sub-criteria will be considered not to have the met minimum requirements and will be excluded from the process.

Scores (out of 5) achieved for each of the scored quality questions will be multiplied by the relevant weighting set out above to calculate a weighted score (%) for each of the Section B sub-criteria (which is calculated to 2 decimal places).

The weighted scores will then be added to give the total weighted score (out of 70%) for the Section B scored quality questions.

## **2.4 Basis of Pricing scoring**

The basis on which each Bidder's Bid is priced should be clear and unambiguous.

The tendered price should be inclusive of all costs associated with meeting the Specification and the obligations in the Contract.

Bidders are required to complete the Pricing response template provided as part of the ITT documentation in accordance with the instructions within ITT Volume 2 and within the Pricing response template. A completed example Pricing response template is also provided for illustrative purposes only.

Price will be scored as two parts, which combined carry an overall weighting of 30%.

**Part 1 - Total cost of ownership (weighted at 25% of the 30% of total available marks for price)**

Firstly, an assessment will be made, using information submitted by the Bidder, of the estimated Total cost of ownership of the equipment by UKB over a 15 year period and assuming that the Bidder provides Support Services over this period. For Part 1, Bidders are required to complete Sections A, B and C of the Pricing response template provided as part of the ITT documentation.

This assessment will include the following components:

<b>Component of Total cost of ownership included within the evaluation</b>	<b>Basis of evaluation</b>
The total price for equipment purchase, installation, commissioning and testing (based on an archive with 20 million sample storage capacity)	The total Milestone Payments submitted by the Bidder in Section A (Equipment) of the Pricing response template.
The cost over 15 years of Support Services	<p>Years 1 to 5, based on the prices submitted by the Bidder in Section B (Service Charges) of the Pricing response template</p> <p>plus</p> <p>Years 6 to 15, based on the price for year 6 onwards submitted by the Bidder in Section B (Service Charges) of the Pricing response template multiplied by 10.</p>
The estimated consequential impact over 15 years of the archive on UKB's energy consumption	<p>Based on the responses submitted by the Bidder in Section C (Energy) of the Pricing response template.</p> <p>The pricing response template estimates the overall energy consumption of the Archive, arising from two aspects:</p> <ul style="list-style-type: none"> <li>i) the direct energy use of the Archive (in kWh per annum); and</li> <li>ii) the indirect energy use arising from the chilled water requirements of the Archive based on flow rates provided by the Bidder (in litres/second) at two assumptions of chilled water temperature.</li> </ul> <p>These chilled water requirements will be converted to chilled water energy demand in kW and annualised to give a total indirect chilled water electricity usage in kWh per annum.</p> <p>The lower total direct and indirect energy use of the two pre-defined chilled water temperature assumptions will be identified and used for the purposes of evaluation (given it will identify the Bidder's assumed optimal temperature regime for the chilled water requirements for the Archive).</p> <p>The sum of the direct energy use and indirect energy use (in kWh) will be converted into an annual cost (using an assumed energy price of £0.35 per kWh), and multiplied by 15 years.</p>
<b>Total cost of ownership</b>	<b>The sum of the above figures</b>

The Total cost of ownership will then be scored based on the methodology in the table below.

Bid	Score Assigned
Bid with the lowest 'Total cost of ownership'	Maximum score 10
Other bids	$= \frac{(\text{Lowest bid})}{(\text{Bid})} \times \text{maximum score } 10$

Worked example, where 3 bids are received					
Bid A		Bid B		Bid C	
Total Cost of ownership	£15,000,000	Total Cost of ownership	£20,000,000	Total Cost of ownership	£25,000,000
Score	Lowest bid = score of 10	Score	$15,000,000/20,000,000 \times 10 = \text{score of } 7.50^*$	Score	$15,000,000/25,000,000 \times 10 = \text{score of } 6.00^*$
Weighted score (out of 25)	$25\% \text{ of } 10 \times 10 = 25.00$	Weighted score (out of 25)	$25\% \text{ of } 7.50 \times 10 = 18.75$	Weighted score (out of 25)	$25\% \text{ of } 6.00 \times 10 = 15.00$

\*The final weighted score for this Part 1 (out of 25%) will be rounded to 2 decimal places but any intermediate calculations will use the actual figure. For illustration purposes only in the table above, the pre-weighted Scores are shown to 2 decimal places.

### **Part 2 - Optional Deliverable (weighted 5% of the 30% of available marks for price)**

Secondly, Bidders are required to submit a price to increase the sample storage capacity from 20 million samples (as priced and evaluated within the Total cost of ownership above) to 30 million samples (as set out in clauses 5.4 to 5.6 of the Contract). For the purposes of evaluation, the price should include all incremental costs for equipment purchase, installation, commissioning and testing applicable to the increase in capacity, but exclude any consequential costs that exercising this option would have on support services and energy consumption. As set out in Section 2.1 of this ITT Volume 1 above, UKB does not commit to purchase the additional capacity, but reserves the right to do so at the tendered price (subject to indexation as set out in the Contract).

For this Part 2, Bidders are required to complete Section D of the Pricing response template provided as part of the ITT documentation.

The charges relating to the Optional Deliverable will then be scored based on the methodology in the table below.

Bid	Score Assigned
Bid with the lowest 'Optional Deliverable' price	Maximum score 10
Other bids	$= \frac{(\text{Lowest bid})}{(\text{Bid})} \times \text{maximum score } 10$

Worked example, where 3 bids are received					
Bid A		Bid B		Bid C	
Price for Optional Deliverable	£5,000,000	Price for Optional Deliverable	£10,000,000	Price for Optional Deliverable	£15,000,000
Score	Lowest bid = score of 10	Score	$5,000,000/10,000,000 \times 10 = \text{score of } 5^*$	Score	$5,000,000/15,000,000 \times 10 = \text{score of } 3.33^*$
Weighted score (out of 5)	5% of 10 x 10 = 5.00	Weighted score (out of 5)	5% of 5 x 10 = 2.50	Weighted score (out of 5)	5% of 3.33 x 10 = 1.67

\*The final weighted score for this Part 2 (out of 5%) will be rounded to 2 decimal places but any intermediate calculations will use the actual figure. For illustration purposes only in the table above, the pre-weighted Scores are shown to 2 decimal places.

## 2.5 Basis of overall scoring

The total weighted score for the scored quality questions (in Section B of Section 2 (Award Questions) of ITT Volume 2) will be combined with the total weighted scores for each of the price criteria (Sections A-D of the Pricing response template) 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 a proposed winning Bidder is later disqualified (e.g. as it fails to validate selection self-declarations or fail to achieve a Pass in respect of Part 3 (Selection Questions) Section 5 Economic and Financial Standing) or withdraws from the process, the price evaluation for all remaining Bidders will be re-run to identify the new most economically advantageous tender.

### 3 Procurement Timetable and Process

#### 3.1 Procurement Process Overview

This procurement is being conducted under Regulation 27 of the PCR 2015 (as amended) following the open procedure.

#### 3.2 Procurement Timetable

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

Stage	Date
Contract Notice despatched and ITT made available online	Wed 13 Sept 2023
Information session for potential Bidders	Wed 20 Sept 2023
Final date for clarification questions/requests for information by Bidders	12:00 Noon (BST) Thu 5 Oct 2023
Bid submission date	12:00 Noon (BST) on Mon 16 Oct 2023
Initial evaluation of written responses	Mon 16 Oct – Mon 13 Nov 2023
Clarification questions for Bidders (if required) and Bidder responses	Thu 19 Oct – Fri 27 Oct 2023
Evaluation completed and selection of successful Bidder	Tues 14 Nov – Fri 1 Dec 2023
Notification to Bidders (award decision notice)	Mon 4 Dec 2023
Standstill period	Tue 5 Dec – Wed 14 Dec 2023
Planned Contract execution date	Week commencing 8 Jan 2024

All times are UK time. UKB 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@ukbiobank.ac.uk](mailto:tenders@ukbiobank.ac.uk)’. 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 UKB 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 of this ITT Volume 1 above.

UKB 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, UKB may, at

its sole discretion, endeavour to respond to the Bidder and provide such Bidder with any additional information to which UKB has access, but UKB 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 UKB 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, UKB will distribute an anonymous copy of all clarification questions and requests for information raised by Bidders, and UKB 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 UKB’s response. In such circumstances, Bidders should also specify, where possible, such redactions as would render the response as non-confidential. UKB will consider the requests for confidentiality. However, UKB 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 UKB’s response thereto, contains information that should, in the interests of a fair procurement process, be disseminated to all Bidders, UKB shall be free to disseminate such information to all Bidders, with or without any amendments proposed by a Bidder. Before doing so, UKB 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 3 working days of being informed (or other reasonable deadline as confirmed by UKB), UKB is 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 UKB, about any aspect of this tendering exercise other than through the dedicated e-mail account. Failure to comply with this requirement will 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.

UKB reserves the right to seek clarification from Bidders on their proposals at any stage during the evaluation process or, at its sole discretion, to request Bidders, within a set time limit, to submit, supplement, clarify or complete information which is or appears incomplete or erroneous or to provide specific documents which are or appear to be missing.

### **3.3.4 ITT Bid Evaluation Stage**

Initially, all Bids will be reviewed for completeness and compliance with the provisions of this ITT. UKB 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 for the selection criteria as detailed in Section 2.2 of this ITT Volume 1 above. 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 2.3 of this ITT Volume 1 above.

Scoring will be by a consensus score amongst the relevant panel of evaluators (rather than individual scoring and averaging).

### **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 UKB has identified the most economically advantageous tender (following assessment of Economic and Financial Standing as set out above) and followed its governance process, 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.

UKB will then carry out its verification checks with the successful Bidder including contacting any of the customers provided by the Bidder in response to Section 6 of the Selection Questions (Technical and Professional Ability) in Section 1 (Standard Selection Questionnaire) of ITT Volume 2. Where a successful Bidder fails the verification checks, it will be excluded from the procurement and UKB reserves the right to re-run the evaluation process set out in this ITT and identify the Bidder that has submitted the most economically advantageous Bid.

### **3.3.7 Contract Signature**

Following notification of the ITT evaluation outcome and UKB being satisfied to proceed to contract award, it is UKB's intention to enter into the Contract with the relevant successful Bidder, with both parties signing the contract in the form provided in UK Biobank Contract Terms and Conditions provided as part of the ITT documentation (subject to any clarifications issued and/or amendments made by UKB). The Contract may be entered into on a conditional basis where, at the time of contract award, approval of the Full Business Case is still outstanding. UKB may also decide to proceed to contract award (at its discretion) with the inclusion of appropriate adjustments and/or conditions to reflect the likely programme to practical completion of the Facility at the time of award.

UKB 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. In the event that UKB abandons the procurement process or does not proceed to contract award for any reason, in no circumstances shall UKB be responsible for the costs incurred by the Bidder in responding to this opportunity.

## **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 and responses**

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

Questions in ITT Volume 2 require full written and specific responses from Bidders.

Responses should be typed into the boxes below each question. Boxes may be expanded to fit answers and additional documents can be referenced, however responses should be concise and relevant. UKB will evaluate responses based only upon the response provided to the specific question. Bidders should therefore ensure that all areas raised in the tender documentation are included in their response. Bidders are also referred to Section 2 (Award Questions) of ITT Volume 2 which requires Bidders to avoid providing excessively long answers to any questions and should avoid including irrelevant material or generic catalogues (which, if received, will not be reviewed or taken into account by UKB).

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

Bidders should also complete the separate Pricing response template and submit this as part of their response.

#### **4.2.2 Obtaining help with the ITT**

The website address for accessing and downloading the ITT pack and submitting your tender(s) is: [www.mytenders.co.uk](http://www.mytenders.co.uk).

The e-mail address for raising questions is: [tenders@ukbiobank.ac.uk](mailto:tenders@ukbiobank.ac.uk).

On the website you will find all of the ITT documents. You need to download all the documents to allow you to complete them.

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. Bidders are encouraged to upload their submissions in adequate time before the deadline to account for difficulties or delays in uploading submissions.

Although the website and e-mail address are considered by UKB to be reliable, technical problems may occur, before or on the Bid submission date. In the event of such a problem, Bidders should inform UKB's Head of Procurement, Andrea Howard, immediately (by e-mail to [andrea.howard@ukbiobank.ac.uk](mailto:andrea.howard@ukbiobank.ac.uk)) of the fact that there is a technical problem, and the nature of it. UKB 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 in Section 2 (Award Questions) of ITT Volume 2.

UKB will evaluate responses based only upon the response provided to the specific questions. Bid responses to the award criteria questions 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 document (e.g. technical specifications), 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

Where Bidders believe a question in Section 1 (Standard Selection Questionnaire) 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 (Standard Selection Questionnaire) 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 (Standard Selection Questionnaire) of ITT Volume 2 is applicable to them, then use should be made of the ITT Clarification/Further Information mechanism.

Bidders must answer all questions in Section 2 (Award Questions) of ITT Volume 2, including completing the Pricing response template. 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.

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 the declarations listed in Section 1.4 of this ITT Volume 1 in the forms included in ITT Volume 2.

### 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, UKB will only consider information provided in response to this ITT.

In compiling their Bids, Bidders should assume that UKB has no prior knowledge of the Bidder, its practice or reputation, or its involvement in existing supplies, services, projects or existing and previous 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(s) by 12:00 Noon (BST) on Monday 16 Oct 2023 or such other date and time as UKB may determine at its sole discretion and notified to Bidders.

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

Bidders are encouraged to plan the completion of their Bid(s) 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 a 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:

<b>File Type</b>	<b>Software Package</b>
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	Adobe Acrobat PDF
Video content	.avi files or .mp4
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 not being evaluated and the Bidder's exclusion from further consideration in this procurement.

If submitted Bid documents are corrupted, UKB 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 submit a completed Part 1 and Part 2 of Section 1 (Standard Selection Questionnaire) of ITT Volume 2 and complete and sign the Contact Details and Declaration and the Conflict of Interest Declaration. The Bidder will complete and submit the Form of Tender Declaration and the Contract Confirmation Declaration on behalf of all consortium members,

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 evidence relevant contract experience), each third party must submit a completed Part 1 and Part 2 of Section 1 (Standard Selection Questionnaire) of ITT Volume 2 and complete and sign the Contact Details and Declaration and the Conflict of Interest Declaration.

Where a Bidder (whether a single organisation or consortium) is relying on a parent or group company or other third party to meet the minimum selection standards for economic and financial standing and/or insurance, the parent or group company must provide a response to ITT Volume 2 Section 1 Part 3 (Selection Questions) Section 5 for which the parent or group company is being relied upon.

A Bidder is permitted to rely on the capacities of other entities with regard to ITT Volume 2 Section 1 Part 3 (Selection Questions), Sections 6 and/or 7.2, provided that the entity being relied upon will perform the relevant tasks for which their capacities are required, and that the Bidder proves to UKB that it has or will have the resources necessary (e.g. by producing confirmation of a commitment from each relevant third party). 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 and will perform the relevant part of the contract for which their capacities are required, you must provide a response to the relevant question(s) in ITT Volume 2 Part 3 (Selection Questions) 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)) for which the sub-contractor(s) are being relied upon.

Bidders should note that UKB 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 agree joint and several liability for any breaches of contract.

## **5 UKB 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 of this ITT Volume 1 shall apply.

UKB 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.

### **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.

By signing the Form of Tender Declaration, 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 has been executed, and agrees that, in the event of their selection as the successful Bidder, the Bidder will complete all necessary steps and execute all documentation as agreed with UKB.

### **5.3 Bidder Eligibility**

By signing the Contact Details and Declaration, the Bidder (and any other relevant organisation where applicable) warrants that, save as disclosed in writing to UKB, any information supplied by it remains true, and that any grounds for exclusion (under Section 1 (Standard Selection Questionnaire) ITT Volume 2, Part 2 Section 2, Section 3 and/or Section 4) 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, UKB 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 UKB or any person acting as an agent, consultant or adviser for UKB in connection with this procurement;
- c) informs any person other than UKB 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 UKB about any aspect of this procurement, except as permitted by this ITT,

will be disqualified (without prejudice to any other civil remedies available to UKB 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 UKB, or UKB's employees, officers, agents, consultants or advisers as part of this 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 of ITT Volume 1.

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

Confidential information in Bids received by UKB will be treated as confidential and will not be disclosed to any other party save as required by law or to fulfil UKB's obligations under PCR 2015. UKB may disclose detailed information relating to Bids to its officers, employees, agents, consultants or advisers where required by the tender process and may also disclose detailed information to its funders (and their officers, employees, agents, consultants or advisers) as necessary in connection with the funding for this project.

Bidders must not make, or permit any person to make, any public announcement concerning this procurement without the prior written consent of UKB 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, UKB requires that all actual, potential or perceived conflicts of interest are resolved to UKB'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, potential or perceived 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 interest, it should immediately notify UKB. This is also an ongoing obligation on the Bidder and if the Bidder becomes aware of an actual, potential or perceived conflict of interest following submission of the Bid it should immediately notify UKB. Such notifications should provide details of such actual, potential or perceived conflict of interest.

Without limitation, such conflicts of interest may be regarded by UKB 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 UKB; or
- An organisation (or its advisers/ consultants or any person employed or engaged by it) is potentially providing supplies/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 UKB, 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, UKB reserves the right, at its sole discretion, to exclude at any time any Bidder from the process should any actual, potential or perceived conflict of interest be identified but not resolved to the satisfaction of UKB.

The Conflict of Interest Declaration must be completed and signed.

## **5.7 Bidder Changes**

Bidders are subject to an ongoing obligation throughout the procurement to notify UKB 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. UKB should be notified of any changes as soon as they become apparent.

Failure to notify UKB of any changes or to comply with any of these provisions may lead to a Bidder being disqualified at the sole discretion of UKB (in which case the provisions of Section 5.10 of this ITT Volume 1 shall apply).

UKB 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 UKB will be evaluated in accordance with the selection criteria.

## **5.8 Changes to the Procurement Process**

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

Without prejudice to the generality of Section 3.2 of this ITT Volume 1, UKB 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 and/or to introduce additional steps or stages into the procurement process.

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

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

UKB 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 uploaded to



the mytenders portal. 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 UKB shall expressly notify the Bidders in writing otherwise.

## **5.9 Disclaimer**

UKB 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 a contract.

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

Under no circumstances will UKB be liable for any costs or expenses incurred by a Bidder or have any other liability arising directly or indirectly from the procurement process or termination, abandonment or suspension thereof, including, without limitation, any changes or adjustments made to the procurement process or documentation (see Section 5.8 of this ITT Volume 1) or disqualification of a Bidder (see Section 5.10 of this ITT Volume 1).

Nothing in the ITT and supporting documentation is, nor shall be relied upon as, a promise or representation as to any decision by UKB in relation to this procurement. No person has been authorised by UKB, 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 UKB 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 of 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 UKB or any of their advisers.

Bidders considering entering into a contractual relationship with UKB should make their own enquiries and investigations of UKB 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**

Unless otherwise expressly stated above, Bidders acting in contravention of the provisions set out in the ITT or any other information provided by UKB may, at UKB'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 UKB 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 of ITT Volume 1 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 UKB. This ITT may not be reproduced, copied or stored in any medium without the prior written consent of UKB other than strictly for the purpose of preparing a Bid.