



UK Biobank Limited

Procurement Name:  
Bulk storage replacement

Procurement Reference Number:  
UKBB016

Invitation to Tender (ITT)

Volume 1:  
Process Overview and Guidance to  
Bidders

## Table of Contents

| Section          | Contents  | Page No   |
|------------------|---|-----------|
| <b>Section 1</b> | <b>Background, Requirements Specification and Selection / Award Methodology</b> | <b>3</b>  |
|                  | 1.1 Introduction  | 3         |
|                  | 1.2 Enquiries regarding the Invitation to Tender (ITT)                          | 3         |
|                  | 1.3 Requirements Specification  | 3         |
|                  | 1.4 Selection Criteria  | 6         |
|                  | 1.5 Award Criteria  | 9         |
|                  | 1.6 Basis of Pricing  | 10        |
|                  | 1.7 Basis of overall scoring  | 11        |
| <b>Section 2</b> | <b>ITT Documentation</b>  | <b>11</b> |
|                  | 2.1 Overview  | 11        |
|                  | 2.2 Volume 1: Process Overview and Guidance to Bidders                          | 12        |
|                  | 2.3 Volume 2: Bidder Questionnaire  | 12        |
| <b>Section 3</b> | <b>Procurement Timetable and Process</b>  | <b>12</b> |
|                  | 3.1 Procurement Process Overview  | 12        |
|                  | 3.2 Procurement Timetable   | 12        |
|                  | 3.3 Procurement Process   | 13        |
| <b>Section 4</b> | <b>Instructions for Bidders</b>   | <b>15</b> |
|                  | 4.1 Overview  | 15        |
|                  | 4.2 General Instructions  | 15        |
| <b>Section 5</b> | <b>UKBB Procurement Rules</b>   | <b>18</b> |
|                  | 5.1 General   | 18        |
|                  | 5.2 Specific Bid Requirements   | 18        |
|                  | 5.3 Bidder Eligibility  | 19        |
|                  | 5.4 Non-Collusion, Canvassing and Contact                                       | 19        |
|                  | 5.5 Confidentiality and Announcements   | 19        |
|                  | 5.6 Conflicts of Interests  | 20        |
|                  | 5.7 Bidder Changes  | 20        |
|                  | 5.8 Changes to the Procurement Process  | 21        |
|                  | 5.9 Disclaimer  | 21        |
|                  | 5.10 Disqualification of Bidders  | 22        |
|                  | 5.11 Bidders' Advisors  | 22        |
|                  | 5.12 Sub-Suppliers  | 22        |
|                  | 5.13 Costs and Expenses   | 22        |
|                  | 5.14 Copyright  | 22        |
| <b>Section 6</b> | <b>Glossary of terms and abbreviations (ITT volumes 1 and 2)</b>                | <b>23</b> |

# **1 Background, Requirements Specification and Selection / Award Methodology**

## **1.1 Introduction**

UK Biobank ('UKBB') is issuing this tender to invite Bids for a replacement to its existing Petabyte level storage system (for the avoidance of doubt, our definition of 1 Petabyte is  $2^{50}$  Bytes).

UKBB is a large-scale biomedical database and research resource containing genetic, lifestyle and health information from half a million UK participants.

UKBB's database, which includes blood samples, heart and brain scans and genetic data of the 500,000 volunteer participants, is globally accessible to approved researchers who are undertaking health-related research that's in the public interest.

UKBB recruited 500,000 people aged between 40-69 years in 2006-2010 from across the UK. With their consent, they provided detailed information about their lifestyle, physical measures and had blood, urine and saliva sample collected and stored for future analysis.

UKBB's research resource is a major contributor in the advancement of modern medicine and treatment, enabling better understanding of the prevention, diagnosis and treatment of a wide range of serious and life-threatening illnesses – including cancer, heart diseases and stroke.

UKBB is kindly supported by its founding funders Wellcome and UK Medical Research Council, as well as the Department of Health, British Heart Foundation and Cancer Research UK. The organisation has over 150 dedicated members of staff, based in multiple locations across the UK.

For further information about UK Biobank please refer to: <http://www.ukbiobank.ac.uk>

## **1.2 Enquiries regarding the Invitation to Tender (ITT)**

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

## **1.3 Requirements Specification**

Currently, researchers can access and analyse the data collected by UKBB using different approaches. One option is via download from a data repository.

The repository consists of three identical DDN EXAScaler appliances, each hosted in a different location. One of the appliances handles data acquisition. It also holds a master copy of the data which is replicated to the other two appliances using a UKBB in-house solution. These appliances are both public facing and handle the download requests from researchers.

Whilst the appliances have performed well, they are approaching end-of-life and need to be replaced. Consequently, UKBB is seeking to procure a new set of storage systems capable of hosting the repository for at least the next 5 years.

The requirements of UKBB are specified below. Potential suppliers will need to demonstrate the extent to which they can meet these requirements by completing the Award Questions section in Volume 2 of this tender.

### **1.3.1 Functional capabilities**

The ability of the systems to store a large volume of data is essential. Although most files comprising the data are typically a few hundred MB in size, the total number of files mean each system must offer a minimum usable capacity of 1.5 Petabytes.

Whilst significant growth is not expected, the systems should allow for the capacity to be increased on an incremental basis if needed.

The existing appliances are attached to a dedicated 10Gbit network using twinaxial DAC cabling. The new systems will be connected to the same network and must support 10Gb SFP+ network interfaces.

The performance demands on the storage will not be high. Occasionally, there may be peaks of tens of files being read. Although the simultaneous download of individual files does occur, it would be unusual for the number to exceed ten.

Currently, the read throughput rate is approximately 300MB per second over NFS, though it can be higher.

Typically, files are written to disk one at a time and then remain unchanged. Although some editing and deletions will occur, this would not be a regular operation.

Data is made available using NFS shares, and the replacement systems must offer the same option to provide connectivity to already-established Linux environments.

Each system must fit a standard rack with an external width of 60cm and external depth of 120cm deep.

Racks are 42U high. However, they must also accommodate other equipment. Consequently, each system must be no more than 20U in height.

Power consumption is an important consideration for UKBB. Given the performance demands, there is no requirement for high powered systems, and power consumption should not exceed that which might reasonably be expected of systems used for data storage and basic operations only.

### **1.3.2 Security and Resilience**

Whilst UKBB will provide firewalling and other network-based security measures to protect the systems from malicious activity, software and firmware upgrades to the storage systems must still be made available to ensure the systems remain secure. In addition, data stored on the systems should be ideally encrypted at rest using appropriate encoding standards such as AES256.

Maintaining system availability and uninterrupted access to data is important for UKBB. Consequently, the systems must be able to withstand the loss of individual components where practicable. They must also have multiple network interfaces.

Whilst it is accepted that storage media can fail, the systems must offer a level of redundancy and be able to accommodate a degree of failure without data loss. Furthermore, the installation of replacement media and any subsequent data rebuilds must happen without interruption to availability.

Data integrity is essential, and UKBB uses error checking and validation procedures to ensure data remain valid over the required lifecycle. To help maintain data integrity, UKBB would want the systems to protect against any degradation that might occur during operations.

There is no requirement to take backups of the data. However, it must be possible to recover recently deleted files if circumstances demand. This might be through use of snapshots, a recycle bin, or similar technologies.

### **1.3.3 Number of systems**

UKBB is considering two design options.

The first option is to purchase two new systems only, with one system hosting a master copy of the data and the other handling download requests.

The second option is to purchase three new systems and replicate the existing configuration.

The choice of design is subject to ongoing internal discussions, and UKBB reserves the right to decide the number of systems that will be purchased. The selected supplier will be notified of the number of systems that will be purchased at the time of contract award.

### **1.3.4 Delivery, installation, and commissioning**

The existing appliances are covered by support until 30 November 2023. Consequently, all purchased systems need to be installed, commissioned, and handed over to UKBB in advance of this date.

If it is decided to purchase two systems, one system will need to be delivered and installed at each of the following locations:

- i) University of Oxford Richard Doll Building, Old Road Campus, Oxford. OX3 7LF
- ii) University of Oxford IAT Building, Begbroke Science Park, Begbroke, OX5 1PF

If it is decided to purchase three systems, the third system will need to be delivered and installed at the following location:

- iii) UK Biobank, Unit 1-2 Spectrum Way, Stockport, SK3 0SA

A site-survey must be conducted prior to delivery of the systems, and any cabling or other hosting requirements agreed by UKBB staff.

In all cases, the supplier will be required to un-pack the systems, rack and help connect them to the data network, and perform any initial setup or configuration. The supplier will also be required to remove and dispose of any packaging.

Once installed, the supplier must check and confirm the systems are performing correctly and are without errors.

The installation and commissioning process must be documented in a statement of works that will be agreed between the parties and can be used for UKBB to formally accept the handover of each system.

### **1.3.5 Management and Support**

Although the service will be managed by experienced UKBB staff, it should be easy to use, with console and command line access. It must also provide reporting for performance and trend analysis.

As part of the formal handover process, the supplier must provide any knowledge transfer or training required by UKBB staff to operate the systems correctly.

The systems must include an automated notification service that can send an alert to administrators if a problem or fault is detected.

To enable local monitoring and troubleshooting, each of system must include an out-of-band means of connecting to a separate management network.

To ensure systems and software are kept stable and secure, it is accepted that upgrades and patches will need to be installed during the life of the service. However, the installation process should require minimal interruption to service availability.

The supplier will be required to support the systems whilst they are in operation. The initial term for the contract will be 5 years to commence on handover and acceptance of each system.

All system components must be covered for the full 5-year duration of the support contract with no exceptions based on usage or other load-dependent factors.

UKBB may look to extend the support contract up to a maximum total term of 7 years, that is, inclusive of the initial term. However, provision of support beyond 5 years will not be scored.

Support must be by telephone or e-mail and available on a 24/7 basis. The supplier must be able to provide a Service Level Agreement with a maximum 4-hour response time and Next Business Day delivery of parts and/or on-site engineer attendance. The Agreement must state the compensation model for failure to achieve this Service Level.

UKBB staff must be trained and able to swap failed storage media without invalidating any warranty or support contract.

As some of the data hosted by the systems are classed as sensitive, failed storage media must be retained on-site by UKBB and will not be returned to the supplier.

Support must also include all software and firmware upgrades and patches required to maintain and secure the systems. Failure to address known security issues through the release of upgrades or patches would be considered a breach of contract.

### **1.3.6 Payment**

Payment for each system and 5-year support will be made with 50% invoiced on delivery of all hardware for that system and 50% on completion of handover and acceptance of that system (as agreed in a Statement of Works).

## **1.4 Selection Criteria**

The selection elements of this procurement shall be assessed in 2 parts. 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 UKBB's required minimum standards for technical and professional ability.

UKBB will review the financial information provided by the Bidder that submits the most economically advantageous tender, following the application of the award criteria. Economic and Financial standing will therefore only be considered after evaluation of the award questions, so only applied to the proposed winning Bidder. UKBB 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 UKBB will exclude that Bidder, re-run the pricing evaluation to identify the Bidder that has submitted the most economically advantageous bid and the process as stated in this section 1.4 would therefore be repeated.

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

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

For the selection questions, UKBB 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, that Bidder may be excluded from the process and the Bid of that Bidder will not be evaluated. There are particular instructions in Section 4.2.11 below for consortium Bidders and Bidders that are seeking to rely on a third party (pursuant to Regulation 63 of PCR 2015) in order to meet the minimum selection standards.

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

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

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

The Bidder's response to the selection questions will be evaluated, and the minimum standards will be applied, as follows:

| Section     | Criterion  | Minimum Standard   |
|-------------|------------|--|
| 1           | Not scored | For information only but this section must be completed in order for a Bid to be compliant.  |
| 2<br>3<br>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)), UKBB 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)). |

|   |           |   |
|---|-----------|---|
| 5 | Pass/Fail | <p>The Bidder must achieve a “Pass” for each of Sections 5, 7 and 8 in accordance with the following:</p> <p><b>Section 5 Economic and Financial Standing:</b></p> <p>UKBB 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>These areas will only be considered after evaluation of the award questions, so only applied to the proposed winning Bidder.</p> <p><b>Section 7.1 Insurance:</b></p> <p><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”.</p> <p><b>Fail</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 “No”.</p> <p><b>Section 7.2 Data Protection:</b></p> <p><b>7.2(a)</b></p> <p><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”.</p> <p><b>Fail</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 “No”.</p> <p><b>7.2(b)</b></p> <p><b>Pass</b> = the Bidder has provided relevant evidence of technical facilities and measures in place to ensure compliance with the UK General Data Protection Regulation and to ensure the protection of the rights of data subjects, to the satisfaction of UKBB.</p> <p><b>Fail</b> = the Bidder has not provided relevant evidence of technical facilities and measures in place to ensure compliance</p> |
| 7 | Pass/Fail |   |
| 8 | Pass/Fail |   |



|   |            |   |
|---|------------|---|
|   |            | <p>with the UK General Data Protection Regulation and to ensure the protection of the rights of data subjects, to the satisfaction of UKBB.</p> <p><b>Section 7.3 Health and Safety:</b></p> <p><b>Pass</b> = the Bidder has provided relevant evidence of arrangements in place to manage Health and Safety, to the satisfaction of UKBB.</p> <p><b>Fail</b> = the Bidder has not provided relevant evidence of arrangements in place to manage Health and Safety, to the satisfaction of UKBB.</p>  |
| 6 | Pass/ Fail | <p>Bidders must provide relevant evidence of technical and professional ability. The Bidder must achieve a “Pass” for Section 6 in accordance with the following, taking into account on a holistic basis the answers to 6.1 to 6.3:</p> <p><b>Pass</b> = the response clearly demonstrates relevant technical ability, skills and experience of previously delivering the same or similar supply of data storage and support services, and any reservations that UKBB has about the Bidder’s technical ability, skills and/or experience (or that of the relevant third party where the Bidder is relying on the capacity or capacities of a third party in order to respond to Section 6) relevant to the scope of this procurement are minor in nature.</p> <p><b>Fail</b> = the response does not clearly demonstrate relevant technical ability, skills and experience of previously delivering the same or similar supply of data storage and support services, or UKBB has material concerns about the extent of the Bidder’s technical ability, skills and/or experience (or that of the relevant third party where the Bidder is relying on the capacity or capacities of a third party in order to respond to Section 6) relevant to the scope of this procurement.</p> |

## 1.5 Award Criteria

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

Mandatory criteria:

| Section | Criteria                                  | Scoring  |
|---------|---|--|
| A1      | Functional Capabilities                   | These are Yes/ No responses, and any Bidder that answers No for any question will not be taken forward in the evaluation and its Bid will be excluded. |
| A2      | Security and Resilience                   |  |
| A3      | Delivery, Installation, and Commissioning |  |
| A4      | Management and Support                    |  |

Scored criteria:

| Section | Criteria                | Weighting | Sub-criteria           | Sub-weighting |
|---------|-------------------------|-----------|------------------------|---------------|
| B1      | Functional Capabilities | 8%        | Details of system      | 7%            |
|         |                         |           | Future upgrade options | 1%            |
| B2      | Security and Resilience | 10%       | Encryption             | 1%            |
|         |                         |           | Fault tolerance        | 5%            |

|    |   |     |                             |    |
|----|---|-----|-----------------------------|----|
|    |   |     | Multiple network interfaces | 1% |
|    |   |     | Data degradation protection | 1% |
|    |   |     | File recovery               | 2% |
| B3 | Delivery, Installation, and Commissioning | 4%  | Delivery dates              | 2% |
|    |   |     | Installation days           | 2% |
| B4 | Management and Support                    | 23% | User experience             | 8% |
|    |   |     | Reporting capabilities      | 2% |
|    |   |     | Training                    | 4% |
|    |   |     | Notifications               | 1% |
|    |   |     | Service downtime            | 4% |
|    |   |     | Support model               | 4% |
| C1 | Total Cost                                | 55% |                             |    |

Responses to the scoring criteria questions, which are set out in section B of Volume 2 of this ITT, will be scored out of 10 and the scores shall have the following meanings:

| Score | Meaning   |
|-------|---|
| 0     | Unacceptable – the response fundamentally fails to address the question. Overall, there is no confidence that the proposed system or approach will meet UKBB's requirements.                                    |
| 2     | Poor – the response is weak in quality and the level of detail provided. Overall, there are significant concerns that the proposed system or approach will not meet UKBB's requirements.                        |
| 5     | Satisfactory – the response is satisfactory in quality and the level of detail provided. Overall, there is a reasonable level of confidence that the proposed system or approach will meet UKBB's requirements. |
| 7     | Good – the response is good in quality and the level of detail provided. Overall, there is a good level of confidence that the proposed system or approach will meet UKBB's requirements.                       |
| 10    | Excellent – the response is excellent in quality and the level of detail provided. Overall, there is very good confidence that the proposed system or approach will meet UKBB's requirements.                   |

UKBB will assess each response to each question on a holistic basis.

Any bid that scores 0 on any sub-criteria of any question relating to Functional Capabilities, Security and Resilience, Delivery, Installation, and Commissioning and Management and Support, will be considered not to have the met minimum satisfactory requirements and may, at UKBB's sole discretion, be excluded from the process.

Scores (out of 10) achieved for each of the scored criteria questions under Section B will be multiplied by the relevant weighting set out above to calculate a weighted score (%) for each of the scored criteria questions (which is calculated to 2 decimal places).

The weighted scores will then be added to give the total weighted score for the Section B scored criteria questions.

## 1.6 Basis of pricing

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

Bidders are invited to include discounts within a Bidder's pricing and should provide a full explanation of any discounts included as part of the Bid. The tendered price should be inclusive of all costs associated with meeting the award questions in the Volume 2 requirements.

Prices must be given in Pounds Sterling. UKBB will not accept any bid in US dollars or any other currency.

Please note, no projected forecasts of volume usage by UKBB are either warranted or guaranteed by UKBB.

Pricing is scored as detailed below.

The Total Cost is the cost of purchasing a single system PLUS the cost of delivering, installing, and commissioning the system in a single location PLUS the cost of a 5-year service support contract for a single system PLUS any training costs, as set out in section C1 of Volume 2 of this ITT.

| Bid               | Score Assigned   |
|-------------------|--|
| Lowest viable bid | 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 Price                               | £60,000                       | Total Price                 | £75,000                                   | Total Price                 | £85,000                                       |
| Score                                     | Lowest bid = score of 10      | Score                       | $60,000/75,000 \times 10$<br>= score of 8 | Score                       | $60,000/85,000 \times 10$<br>= score of 7.06* |
| Weighted score (out of 100)               | 55% of $10 \times 10 = 55.00$ | Weighted score (out of 100) | 55% of $8 \times 10 = 44.00$              | Weighted score (out of 100) | 55% of $7.06 \times 10 = 38.82$               |

\*shown to 2 decimal places for illustration purposes only, the actual figure would be used to calculate the weighted score (the weighted score is calculated to 2 decimal places).

## 1.7 Basis of overall scoring

The total weighted score for the scored criteria questions for Section B will be combined with the total weighted score for the Section C price criteria 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 Bidder is later disqualified (e.g. as they fail to validate selection self-declarations or fail to achieve a Pass in respect of Section 4 Economic and Financial Standing) or withdraws from the process, the price evaluation for all Bidders will be re-run to identify the new most economically advantageous tender.

## 2 ITT Documentation

### 2.1 Overview

The ITT consists of the following documents:

- ITT Volume 1: Process Overview, Technical Specification and Guidance to Bidders
- ITT Volume 2: Bidder Questionnaire
- Expression of Interest Form
- Key Contractual Principles

## 2.2 Volume 1: Process Overview, Requirements Specification and Guidance to Bidders

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

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

## 2.3 Volume 2: Bidder Questionnaire

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

These questions and submission requirements are split between Bidder selection and award questions.

The Bidder selection questions and submission requirements relate to information about the Bidder (and any organisations it is tendering with), exclusion grounds, economic and financial standing, and technical and professional ability.

The award questions and submission requirements relate to the ability to meet the technical requirements detailed in the award questions in Volume 2.

Bidders should NOT send catalogues as part of their response to the award questions. Specific items that a Bidder is bidding to supply as part of their Bid must be indicated clearly within the response document.

## 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 UKBB procurement process and indicative timetable:

| Stage   | Date        |
|---|-------------|
| Contract Notice despatched and ITT made available online        | Mon 22/5/23 |
| Final date for clarification questions/requests for information | Fri 16/6/23 |

| Stage   | Date                       |
|---|----------------------------|
| Bid submission date                                     | Noon (UK time) Mon 26/6/23 |
| Initial evaluation of written responses                 | Tue 27/6/23 – Wed 19/7/23  |
| Clarification questions for Bidders (if required)       | Fri 30/6/23 – Mon 10/7/23  |
| Evaluation completed and selection of successful Bidder | Fri 4/8/23                 |
| Notification to Bidders (award decision notice)         | Fri 11/8/23                |
| Standstill period                                       | Sat 12/8/23 – Mon 21/8/23  |
| Planned contract start date                             | Fri 25/8/23                |

All times are UK time. UKBB 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 UKBB to respond to clarification questions and requests for information at least 6 days before the Bid submission date, any clarification questions and/or requests for further information must be received by the date specified in the timetable at Section 3.2 above.

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

UKBB 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. UKBB reserves the right, at its sole discretion, to reject any Bid that is incomplete or not in compliance with the provisions of this ITT.

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

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

Bids will be evaluated by suitably qualified and experienced staff from UKBB and the University of Oxford. Scoring will be by a consensus score (rather than individual scoring and averaging).

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

### **3.3.5 Questions for Bidders**

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

### **3.3.6 Notification of unsuccessful Bidders of ITT evaluation outcome**

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

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

### **3.3.7 Contract Signature**

Where UKBB decides to proceed to contract award, UKBB and the relevant successful Bidder will sign a contract using the successful Bidder's terms and conditions that are compliant with the Key Contractual Principles as provided in the tender documents. Further details are provided in Volume 2.

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

## **4 Instructions for Bidders**

### **4.1 Overview**

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

### **4.2 General Instructions**

#### **4.2.1 ITT Question Format**

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

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

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

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

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

The website address for accessing and downloading the ITT pack and submitting your tender(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, along with an Expression of Interest form. You need to download all the documents to allow you to complete them. You need to complete and return the Expression of Interest form indicating your intention to bid as soon as possible to the dedicated e-mail address. This is so that any updates or Question and Answer documents that are circulated can be sent to you as well.

Once your Bid is complete, and before the deadline for Bid submissions, you need to upload your full response to the website. Full details of how to do this are included on the website. 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 UKBB to be reliable, technical problems may occur, before or on the Bid submission date. In the event of such a problem, Bidders should inform UKBB'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. UKBB will then co-ordinate a response.

#### **4.2.3 Responses and Attachments**

Bidders should submit a full but concise response to all of the award questions.

Bid responses to the award criteria question 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 of ITT Volume 2 is not applicable, or cannot be answered, this should be clearly stated and an explanation must be provided. No response should be left blank.

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

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

Bidders must answer all questions in Section 2 of ITT Volume 2. 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 a Declaration of Consent and a Conflicts of Interests Declaration in the form included in this ITT, all signed by an Authorised Signatory.

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

In compiling their Bid(s), Bidders should assume that UKBB 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 **noon (UK time) on Monday 26/6/23** or such other date and time as UKBB may determine at its sole discretion and notified to Bidders.

Bidders must submit their Bid(s) 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 UKBB.

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:

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

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

"[insert Bidder name] – [Insert Document name]"

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

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

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

#### 4.2.11 Consortia and Third Parties

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

If a Bidder (whether a single organisation or consortium) is relying on any third party to meet the minimum selection standards (for example a parent or group company being relied upon

to meet the minimum standards for economic and financial standing or a sub-contractor being relied upon to evidence relevant contract experience), each third party must complete and sign a completed Part 1 and Part 2 of the selection questions, Part 3 section 7, Declaration of Consent and Conflicts of Interests Declaration for which the third party is being relied upon.

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 Section 4 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 Part 3, sections 6, 7.2 and/or 7.3, provided that the entity being relied upon will perform the relevant tasks for which their capacities are required, and that the Bidder proves to UKBB that it 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 selection questions in ITT Volume 2 Part 3 on behalf of the consortium and/or any sub-contractors (as if references to “the Bidder” were references to the consortium member and/or any sub-contractors (as applicable)) for which the sub-contractor(s) are being relied upon.

Bidders should note that UKBB 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 UKBB Procurement Rules**

### **5.1 General**

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

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

### **5.2 Specific Bid Requirements**

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

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

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

### **5.3 Bidder Eligibility**

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

If the Bidder (or any other relevant organisation, where applicable) makes a misrepresentation in any part of its dealings with, or responses to, UKBB 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 UKBB or any person acting as an agent, consultant or adviser for UKBB in connection with this procurement;
- c) informs any person other than UKBB 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 UKBB about any aspect of this procurement, except as permitted by this ITT,

will be disqualified (without prejudice to any other civil remedies available to UKBB 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 UKBB, or UKBB'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.

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

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

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

## **5.6 Conflicts of Interests**

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

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

Without limitation, such conflicts of interests may be perceived by UKBB 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 UKBB; 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 UKBB, 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, UKBB reserves the right, at its sole discretion, to exclude at any time any Bidder from the process should any actual or potential conflict of interests be identified but not resolved to the satisfaction of UKBB.

The Conflicts of Interests Declaration must be completed and signed.

## **5.7 Bidder Changes**

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

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

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

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

Bidders are reminded that UKBB, 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, UKBB reserves the right, at its sole discretion, to:

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

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

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

UKBB 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 UKBB shall expressly notify the Bidders in writing otherwise.

## **5.9 Disclaimer**

UKBB 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.

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

Under no circumstances will UKBB 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) or disqualification of a Bidder (see Section 5.10).

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

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

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

#### **5.10 Disqualification of Bidders**

Bidders acting in contravention of the provisions set out in the ITT or any other information provided by UKBB may, at UKBB'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 UKBB be liable for any costs or expenses incurred by the disqualified Bidder as a result, directly or indirectly, of such disqualification.

#### **5.11 Bidders' Advisors**

Bidders will be responsible for obtaining all information and independent advice that they consider necessary for the preparation of their respective Bids. Bidders must make their own independent assessment of the procurement after making such investigation and taking such professional advice as they deem necessary.

#### **5.12 Sub-Suppliers**

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

#### **5.13 Costs and Expenses**

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

#### **5.14 Copyright**

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

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

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

| <b>Term</b>                 | <b>Description</b>   |
|-----------------------------|--|
| <b>Authorised Signatory</b> | An individual who has the legal authority to sign documentation on behalf of the Bidder  |
| <b>Authority</b>            | UKBB - the public sector contracting authority inviting suitable Bidders to participate in this procurement process.   |
| <b>Bid</b>                  | A submission in response to this ITT   |
| <b>Bidder</b>               | 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 |
| <b>E-mail address</b>       | Means the dedicated ITT e-mail address for raising questions about this tender: <a href="mailto:tenders@ukbiobank.ac.uk">tenders@ukbiobank.ac.uk</a>   |
| <b>ITT</b>                  | The contents of this Invitation To Tender as detailed in Section 2.1 and all supporting documentation provided to Bidders  |
| <b>Website</b>              | Means the web portal for finding information about, registering for and submitting this tender: <a href="http://www.mytenders.co.uk">www.mytenders.co.uk</a>   |