

## Instructions for Tenderers

**NOTE: It is a condition of this tender that tenderers must provide supporting documentary evidence as proof of meeting the Conditions of Participation set out in the Contract.**

### 1. Invitation to tender

- 1.1 UK Anti-Doping has an in-house Legal team but also contracts out its Legal Service where additional capacity or specialist knowledge is required. It invites Tenders for the provision of Legal Services in accordance with this Invitation to Tender and the attached documents.
- 1.2 UK Anti-Doping is a non-departmental public body accountable to Parliament through the Department for Digital, Culture, Media and Sport. UK Anti-Doping is the UK National Anti-Doping Organisation and provides testing services as well as case management, anti-doping intelligence and education services.
- 1.3 The advertisement for this tender was placed on [www.contractsfinder.businesslink.gov.uk/](http://www.contractsfinder.businesslink.gov.uk/)
- 1.4 Details of the successful contract(s) will be published on [www.contractsfinder.businesslink.gov.uk/](http://www.contractsfinder.businesslink.gov.uk/) in line with Cabinet Office requirements.

### 2. Structure of Documents

- 2.1 The tender documents are divided into two sections:
- 2.2 Instructions for Tenderers – this contains UK Anti-Doping’s general tendering requirements and other information on the tendering process including:
- 2.3 Tender Specification – this describes the service or quality standards required to provide Legal Services; and

### 3. Tender Timetable and Contract Period

- 3.1 UK Anti-Doping proposes the following timetable for the award of the Contract:

• Advertisement/Issue of Invitation to Tender	19 September 2018
• Return of tenders	12 October 2018
• Evaluation of responses	by 2 November 2018
• Notification to tenderers of progress to Second stage	
• and those not successful	by 5 November 2018
• Presentation to selection Committee	14 November 2018
• Notification of a successful tenderers	by 16 November 2018
• Contract signature	by 30 November 2018
- 3.2 UK Anti-Doping reserves the right to alter the above timetable and Tenderers will be notified if alterations are made.

- 3.3 The contract(s) commence(s) on 3 December for a period of three years unless terminated in accordance with the terms of the contract. There will be a break clause after the first year whereby UK Anti-Doping may at its option terminate the contract on giving three (3) months written notice. There shall be an option to extend, if agreed between the parties, for a period up to maximum of one (1) year.
- 3.4 Tenderers should note that any contract will be non-exclusive and clause 3.4 of the contract terms and conditions provides that UK Anti-Doping may place Legal Services work outside of this contract to third parties. UK Anti-Doping will invoke such a right for example, where highly specialised Legal Services are required, where the successful tenderer does not have capacity or where there is a conflict of interest.

#### **4. Costs and Expenses and Discontinuance of Tender**

- 4.1 The Tenderer is responsible for preparing all information necessary for the preparation of its Tender and all costs, expenses and liabilities incurred by the Tenderer in connection with the preparation and submission of the Tender shall be borne by the Tenderer.
- 4.2 Prospective Tenderers shall ensure that they are familiar with the nature and extent of the obligations they will incur if their Tender is accepted.
- 4.3 UK Anti-Doping reserves the right to discontinue this Tender at any time during the tender process and/or decide not to award a contract. Therefore, UK Anti-Doping shall not be liable to the Tenderer in any way whatsoever for the Tenderer's costs and expenses incurred during the tender process if it is discontinued or in relation to which a contract is not awarded.

#### **5. Information and Queries**

- 5.1 Tenderers should read carefully all the accompanying tender documents and fully acquaint themselves with the requirements of the Service and the terms and conditions under which the Contract will operate. At any time but not less than five working days from the due date for the return of Tenders, a Tenderer may, by written communication to the Contact Officer, request clarification or further information in connection with the Contract or any part of the Contract Documents. UK Anti-Doping will reasonably endeavour to answer all written enquiries prior to Tenders being submitted.
- 5.2 All enquiries in connection with this invitation to tender should be made in accordance with 5.1 above. Any attempt to obtain information other than through the approved route may lead to a Tender being disqualified.

UKAD Contact Officer:

Emma Winchester

UK Anti-Doping, Fleetbank House, 2-6 Salisbury Square, London, EC4Y 8AE

Telephone calls should be made to: 020 7842 3450

- 5.3 In the event that a Tenderer has difficulty in complying with any provisions set out in the Contract Documents or it wishes to propose any amendments thereto, it should provide evidence in writing concerning such difficulty or amendment, to the Contact Officer. Any such communication shall be submitted at least five working days before the tender submission date, to allow time for any proposed alterations to be considered and communicated to other Tenderers.
- 5.4 UK Anti-Doping may in its absolute discretion consider the difficulties associated with such an amendment and may or may not waive or amend the relevant provision without prejudice to all or any other provision of the Contract or any power of UK Anti-Doping.
- 5.5 No such waiver or amendment shall be binding upon UK Anti-Doping unless made in writing and signed by the Contact Officer on behalf of UK Anti-Doping.
- 5.6 Tenderers should note that all responses to enquiries made under paragraphs 5.2 and 5.3 will be copied to all other individuals/organisations invited to Tender.

## **6. Best Value**

- 6.1 In pursuit of continuous service improvement and efficiency, UK Anti-Doping will require a commitment from the successful Tenderer to provide management information on the contracted services and to participate, free of charge, in projects associated with service improvement and to implement required changes.
- 6.2 In addition, in order to demonstrate best value UK Anti-Doping asks for proposals for value added services (e.g. free CPD training for staff; courses; materials; books etc.)

## **7. Preparation of Tender**

- 7.1 Information contained in the Contract Documents listed in 2.1 is intended as guidance for the preparation of tenders and is as accurate as UK Anti-Doping can reasonably determine. However, no guarantee of its accuracy can be given by UK Anti-Doping. Tenderers must satisfy themselves through their own investigations, of the accuracy of any information provided.
- 7.2 It is the responsibility of Tenderers to obtain for themselves at their own expense any additional information necessary for the preparation of their Tender submissions.
- 7.3 All information supplied by UK Anti-Doping in connection with this Invitation to Tender shall be treated as confidential by the Tenderer, except where, as determined by UK Anti-Doping, such information may be disclosed:
- by the Tenderer in so far as it is necessary for the preparation, submission and evaluation of Tenders; and/or

- by UK Anti-Doping in exercising its rights, powers, duties and obligations in relation to the exercise of its functions and to facilitate public access to information

7.4 Under the Freedom of Information (FOI) Act 2000 and the Environmental Information Regulations 2004 the public has a general right of access to information held by UK Anti-Doping. This right of access to information not only includes information about UK Anti-Doping contracts but also procurement arrangements with potential Contractors. This right does not extend to information which is commercially sensitive or otherwise “exempt” from disclosure under FOI.

Tenderers are therefore required to identify those areas in their Tender that they consider are commercially sensitive, giving reasons and evidence (where relevant) including proposed dates for lifting confidentiality in respect of those areas. The extent to which this information shall be held in confidence by UK Anti-Doping and for how long may be subject to discussion as part of the Tender process and during post-tender negotiations (if any). Unsuccessful Tenders will be disposed of in accordance with UK Anti-Doping’s document retention and disposal policy

- 7.5 UK Anti-Doping reserves the right to hold all or any information contained in a tenderer’s response, in confidence, or to disclose it whether or not it is identified as commercially sensitive by the Tenderer where confidentiality or disclosure is necessary to comply with UK Anti-Doping’s legal duties and lawful discretion generally or in relation to the tender process.
- 7.6 Tenderers may be required to demonstrate their ability to provide the Service and it may be necessary for Officers of UK Anti-Doping to visit the Tenderer's offices and/or interview the Tenderer during the tender evaluation process. The Tenderer may accordingly be required to attend meetings at UK Anti-Doping’s offices to present its tender submission as appropriate.
- 7.7 Tenderers are required to confirm that they hold both Employers Liability Insurance and Public Liability/Third Party Insurance.

## **8. Variant Bids**

- 8.1 Save for as expressly stated in this Invitation to Tender; UK Anti-Doping has specified in the contract advert that variant bids that propose different technical solutions or method of delivery of the Services will not be considered.

## **9. Preparation and Delivery of Tender Documents**

- 9.1 UK Anti-Doping reserves the right not to accept the lowest or any tender.
- 9.2 The Tenderer must ensure that the tender documents are completed in their entirety, including the Form of Tender and accompanying schedules.
- 9.3 UK Anti-Doping will reject any tender which is received after the deadline and may reject any tender which is incomplete.

- 9.4 UK Anti-Doping reserves the right to seek clarification as necessary if it suspects that there has been an error in the Pricing Schedule submitted by a tenderer.
- 9.5 The tender documents must be signed and delivered to the Reception Desk at Fleetbank House and addressed to:  
Emma Winchester  
UK Anti-Doping  
Fleetbank House  
2-6 Salisbury Square  
London EC4Y 8AE
- 9.6 **and** an electronic copy sent by email to [emma.winchester@ukad.org.uk](mailto:emma.winchester@ukad.org.uk)
- 9.7 Tender submissions are to be delivered no later than 4:00pm on 12 October 2018 in an unmarked envelope. Save for any postage or courier markings neither envelope should have any distinguishing marks including the identity of the Tenderer or its agents.
- 9.8 If you send additional supporting information, please do so in a separate envelope.
- 9.9 UK Anti-Doping may extend the closing date beyond that specified in paragraph 9.5 but in any event, Tenders shall remain open for acceptance for a period of 90 (ninety) days from the original or revised Tender submission date.

## **10. Tender Evaluation and Criteria**

- 10.1 Tenders will be evaluated on the basis of the most economically advantageous offer to UK Anti-Doping against the weighted factors contained in the Evaluation Form. If Tenderers meet the conditions of participation and have provided evidence of same their tenders will be evaluated. We will notify any tenderer who has submitted a tender but has not met the conditions of participation before proceeding to evaluation.
- 10.2 Evaluation will be conducted as a two-stage process:
- For the purposes of arriving at a list of the top three preferred Tenderers the first stage will involve UK Anti-Doping carrying out a tender evaluation of the written tenders of all the Tenderers who meet the conditions of participation after the closing date for receipt of Tenders. The written tenders will be marked in accordance with the criteria in the Evaluation Form; and
  - As a result of the first stage the top three preferred Tenderers shall be those Tenderers who score the highest mark for this stage of the evaluation process (i.e. in order to proceed the Tenderer must be placed in the top three). Those Tenderers who are placed outside of the top three will not be invited to the next second stage of evaluation;
  - The second stage will involve a presentation and interview by the top three preferred Tenderers and shall be made before UK Anti-Doping's selection committee. The top three preferred Tenderers' presentations and interviews

will then be assessed in accordance with the criteria set out for the presentation element in the Evaluation Form.

10.3 The preferred supplier shall be the preferred Tenderer who scores the highest combined mark from stage one and stage two evaluation processes (i.e. The marks attributed to the top three tenderers for their written Tenders shall be combined with marks attributed to the presentation and interview and it shall be preferred Tenderer who scores the highest combined mark that shall be awarded the contract).

10.4 Attendees at presentations and interview must include the Tenderer's proposed staff who will be involved in providing the Legal Services to UK Anti-Doping. UK Anti-Doping requires at least one partner/director who will have overall responsibility for the services and the Tenderer's lead member of staff who will have day-to-day responsibility of the services to attend the presentation and interview.

## **11. Staffing Issues and Transfer of Undertakings (TUPE)**

11.1 UK Anti-Doping is neither the transferor nor transferee of the staff employed by its current contractors in the circumstances of any Contract awarded as a result of the procurement process of which this Invitation to Tender forms part.

11.2 It is therefore the Tenderers' responsibility to consider whether the Acquired Rights Directive and/or Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) applies in the circumstances and to bid accordingly. UK Anti-Doping's position is that TUPE does not apply to this tender.

## **12. Non-Consideration of Tender**

12.1 A Tender may not be considered if:

- It is not in accordance with these instructions or is in breach of any instruction or clause set out elsewhere in the Contract Documents; or
- It makes or attempts to make any variation or alteration to any of the Contract Documents save where authorised in writing by the Contract Officer; or is expressly permitted; or
- The Tenderer fails to provide within seven working days any relevant documentary evidence requested by UK Anti-Doping and not supplied with the Tender held by any signatory to the Tender; or
- It has attempted or does attempt to make its Tender conditional on the acceptance by UK Anti-Doping of any other Tender contract or proposal; or it is submitted only by e-mail or telephone.

## **13. Rejection of Tender**

13.1 UK Anti-Doping may reject any Tender (which shall be without prejudice to UK Anti-Doping's legal remedies) submitted by a Tenderer who has:



- Directly or indirectly canvassed any official of UK Anti-Doping concerning the acceptance of any Tender or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other tender;
- fixed or adjusted the prices shown in the Schedule of Rates by or in accordance with any agreement or arrangement with any other person; or
- communicated to any person other than UK Anti-Doping the amount or approximate amount of the price shown in its tender, except where such disclosure is made in confidence in order to obtain quotations necessary to the preparation of the Tender or for the purposes of insurance or the guarantee or bond referred to in the Contract Documents; or
- entered into any agreement with any other company, firm or individual so that the other company, firm or individual refrains from submitting a Tender or limits or restricts his price or anything similar; or
- made or offered to make any type of payment or gift to any UK Anti-Doping employee or member or to anyone else where or not the person is directly connected to UK Anti-Doping directly connected with this Tender exercise; or
- offered or given or agreed to give any officer or member of UK Anti-Doping any gift or consideration of any kind as an inducement or bribe to influence its decision in relation to the tendering procedure.

13.2 The word “Tenderer” for these purposes shall be deemed to include any and all persons employed by the Tenderer or who are purporting to act on the Tenderers behalf whether the Tenderer is aware of their acts or not.

#### **14. Acceptance of Tender**

14.1 Where UK Anti-Doping has decided that it wishes to accept a Tender, a letter of acceptance will be sent to the successful Tenderer.

14.2 Until the formal signing, and where appropriate, of the contract for the provision of the service to take place, the Contract Documents together with the formal letter of acceptance shall constitute a legally binding contract which shall commence on the day after date of that letter.

14.3 UK Anti-Doping will require the successful tenderer to execute a formal contract for the Legal Services.