

INVITATION TO TENDER (ITT) FOR:
Supply & Ongoing Servicing of Spectroscopy Systems

Tender Ref: 1752

February 2021

Dear Sir/Madam

INVITATION TO TENDER (ITT) REQUEST

You are invited to submit a tender for the following requirements; Supply and ongoing servicing of spectroscopy systems as set out in the attached documentation, on behalf of the Centre for Process Innovation Limited (“CPI”), whom are conducting this procurement exercise as a Contracting Authority under public procurement legislation, (may also be referred to hereafter as the “Authority”).)

This tender is advertised in the name of Centre for Process Innovation Limited but may also cover purchasing by any group company of Centre for Process Innovation Limited, including but not limited to CPI Innovation Services Limited and CPI Vaccines Limited. Orders under this tender may be placed by any group company of Centre for Process Innovation Limited.

Your tender response must be electronically uploaded to the website as stated in the link below only, to arrive in good time, no later than the Bid Return Date:

12 noon Wednesday 24th February 2021

Electronic Address for Receipt of Tender (Bids):

<https://ne1procurementservices.com/>

Bidders will have to register on the above site to not only access the Tender (Bid) documents, but also to enable their Bid return (Tender Submission,) electronically in order for their Bid to be evaluated after the closing date and time.

Your submitted tender response must include all completed documents as required and indicated within the ITT for your tender to be classed as a valid tender response, this also includes the return of this entire document, along with the “Binding Offer” document, dated and signed of which failure to do so may result in the total rejection of your submission and thus may be discarded without being evaluated.

It is a mandatory requirement that only one Tender (Bid) response is submitted electronically via the “Electronic Address for Receipt of Tender (Bids) address below only (NO hard copy posted tenders or emailed copies to CPI will be accepted.), and all of the response documents are accessible and readable, collated and saved within a compressed ZIP folder ONLY. Instructions for how to do so are available at the Electronic Address for Receipt of Tender (Bids) above.

Late Tender (Bid) responses arriving after the closing date and time will not be evaluated and will be automatically excluded from this procurement exercise. No postal or email receipts will be accepted.

Thank you for your co-operation

For and on behalf of the Procurement Department,
Centre for Process Innovation (“CPI”).

1 Background

CPI acts as a catalyst bringing together academia, businesses, government and investors to translate bright ideas and research into the marketplace. We do this by connecting our customers with the right experts, equipment, facilities, networks, funding and more – joining the dots for effective innovation.

We are a leading independent technology innovation centre and a founding member of the UK Government's High Value Manufacturing Catapult. Established in 2004, our teams apply their many years of experience to ensure that every great invention gets the best opportunity to become a successfully marketed product or process. We work with our partners across diverse markets in the UK and around the world, driving their innovations forward and helping them to reduce the risk and cost associated with product development. Our vision is to enable innovations that help create a healthier society, a cleaner environment and a vibrant UK economy through leading capabilities in science and technology innovation. We work across a variety of markets and capabilities.

Information for Bidders

1. Throughout this document, the expressions; "Bidder", "Tenderer", "Contractor", "You", "We" and "Our" (as the context requires) refer to the legal person who wishes to contract with CPI, whether they are an individual, partnership, company, or any other valid legal entity in any jurisdiction, and such expressions do not refer to the individual who is completing this documentation on behalf of the Tenderer.
2. It is highly recommended that you ensure that you have submitted your completed tender in sufficient time hours/days before the closing date and time via the e-tendering website (see page 1 above,) as CPI will not be responsible for any technical difficulties in failing to do so.
3. Note that just because you have registered on the e-tendering website and/or downloaded the documents, this does not class as submitting a tender response, nor does an expression of interest constitute a tender response. Further, it is the Tenderer's responsibility to ensure that the contact details provided at this stage are correct and up to date throughout the tender process.
4. Please read all the documents listed in the Binding Offer document, as should you be successful, these documents and any subsequent correspondence between you and CPI will form a binding contract between you and CPI.
5. The Binding Offer document must be completed, signed and submitted in accordance with these Instructions together with your detailed Response to Tender prepared in accordance with any additional instructions.
6. All documents connected with the tender must be completed in English, fully priced in Pounds Sterling and totalled. Any bids received in another Currency, at the discretion of CPI, may be excluded from the tender process. The documents should either be typed or completed in ink.
7. All documents connected with the tender must be completed in English, fully priced in Pounds Sterling and totalled. Any bids received in another Currency, at the discretion of CPI, may be excluded from the tender process, and any bids which have been priced in another Currency and not excluded from the process will have

their prices converted into Pounds Sterling based on the Bank of England exchange rates applicable at the time of the evaluations.

8. A full copy of the tender documents listed in Section 4 must be returned with your submission.
9. Technical information about this contract can be obtained through the contact as stated in the Specification.
10. Tenders must be submitted in accordance with the tender documents. CPI may not consider any tender which is disqualified by any terms or conditions of contract submitted by you, or general reservations, however expressed.
11. CPI is not obliged to accept and/or consider incomplete tenders that do not contain all information and particulars requested and those such tenders may be rejected at any stage of the evaluation process.
12. It is a condition of any contract awarded with you from CPI, that performance and/or delivery of the goods and/or services offered in your Response to Tender will be in full compliance to our Terms & Condition of contract in Paragraph 15, including any terms relating to quality, time and completeness as specified in these documents and any applicable legislation under English Law. Time of delivery/performance is considered to be of the essence, unless mutually agreed to the contrary.
13. Where so specified in the Specification it is a condition of the contract that you will provide any applicable performance bond, parent company guarantee or submit to any applicable escrow mechanism.
14. All requests for clarification or further information in respect of this Tender must only be submitted in a message and sent through the protocol as described below in section 9.
15. CPI's terms and conditions or model contract (as set out in the CONTRACTUAL TERMS document,) shall apply to the successful tender to the exclusion of any other terms and conditions, including but not limited to any terms which the Tenderer purports to apply to its supply of goods and/or services whether in the Response to Tender, or more generally, or otherwise in any way.
16. By submitting a response to tender you are agreeing to paragraph 15 above and you agree by doing so that, unless specified that supplier terms will be incorporated within any agreement that arises upon conclusion of this tender exercise, any contract or terms and conditions that you attach to your Response to Tender shall not apply to any goods and/or services supplied by you to CPI, if you are successful in your Tender bid, and any contrary/additional trade, industry specific terms and conditions that you feel must be incorporated within any agreement with us, these will only be allowed if we specifically agree to them prior to contract award/commencement and agreed in writing by all parties.
17. CPI cannot guarantee a minimum spend, volume call-off or exclusivity with any supplier appointment to provide goods and/or services under this Tender.
18. Further, in relation to paragraph 17 above, CPI, shall in any event, not be liable to the successfully appointed supplier(s) for any indirect or consequential loss (including loss of profit, loss of business opportunity, loss of business, loss of goodwill, loss of production and pure economic loss) however caused.

19. Upon successful award, the requirements of this Tender can be procured by any department, branch, division, business unit, site, subsidiary or any other legal entity of CPI, against any existing or future project and/or order, whether or not it is part funded by the European Regional Development Fund (ERDF) Competitive Programme 2014 – 2020, or any subsequent replacement Competitive Programme which may take effect within the contract duration (including any extensions,) of the awarded Tender.
20. In relation to point 19 above, we wish to state that the requirements of this tender are partly funded by the European Regional Development Fund (ERDF) Competitive Programme 2014 – 2020.

2 Contract Duration

Contract Type	Multi Supplier Framework
Number of Successful Suppliers	Minimum of 1, Maximum of 3
Method of Call Off	Direct Award or Mini Competition
Anticipated Contract Start Date	March 2021
Contract Duration	(36 + 12 months periods) 36 months initial duration with one additional 12 months period extension options at the discretion of the Authority.
Estimated Value	Initial Purchase £25,000 Maximum spend allowed under this framework £189,330

2.1 Scope and Division of Contract into Lots

In accordance with procurement legislation¹, CPI has assessed that the requirements of this tender cannot be fulfilled by dividing this exercise into lots.

In order to ensure continuity of service / supply we require one supplier to be responsible for the performance of the contract. If you are able to provide some but not all of the scope of services, CPI will accept consortium/joint tenders. For consortium/joint tenders please provide full details of the companies involved and the proposed structure. Please note that all parties to the contract should complete the Binding Offer document and declaration

Direct Award

CPI will establish a multi supplier framework agreement, against which we will reserve the right to direct award without further competition.

Suppliers will be in a ranked order of 1st, 2nd and 3rd etc. according to their scores against the evaluation criteria set out below.

As and when we require goods we will confirm our requirements with the preferred (ranked 1st) supplier and place a Purchase Order. In the event that the 1st placed supplier cannot provide the goods required or meet the delivery

¹ Public Procurement Regulations 2015 Reg 46(1)

timescale, the order will be placed with the 2nd placed supplier on the list in the same manner. Should the 2nd placed supplier be unable to provide the goods required or meet the delivery timescale, the order will be placed with the 3rd placed supplier in the same manner, with this process continued for any further members on the relevant lot until the goods have been provided.

Mini-competitions

As and when CPI requires we will conduct a Mini Competition between the preferred suppliers for the lot under which CPI requires the items. Each supplier will be sent a Mini Competition document by e-mail, this document will set out our requirements, deadline for return of quotations and the criteria we will use to award the work to the successful supplier. Samples or a small quantity order to test items may be used as part of the evaluation process. Once the Mini Competition has been concluded we will place a Purchase Order with the successful supplier. CPI reserves the right to split orders between suppliers.

CPI reserve the right to directly call off at their discretion other new or existing products not listed but available from successfully awarded bidders which would conform to our specifications given at the time.

In any event, no work should be started without an authorised purchase order and any work undertaken without an approved purchase order is at the supplier's own risk and invoices received without an approved purchase order will not be paid.

3 Specification

Please see documents 1752 – Specification and 1752 – URS for our full specification of requirements

4 Procurement Timetable

The planned timescale for this procurement is given below, and is a guide only, as timescales may vary during evaluation process.

STAGE	DATE(S) / TIME
Advertisement of Invitation to Tender	Tuesday 09/02/2021
Deadline for Clarifications	15/02/2021
Submission of Tenders (closing date)	Wednesday 24/02/2021
Evaluation of Tenders	March 2021
Clarification meetings (if applicable)	TBC
Expected date of award of Contract	March 2021
Contract commencement	March 2021

5 Selection & Award Criteria

Each tender will be assessed by an evaluation panel.

Selection Criteria will be based on compliance with the Authority's specification and the following:

Selection Criteria

Selection Criteria will be based on compliance with the completion and return of the following –

- Bidder Information Form (BIF)
- Response to Tender
- Binding Offer
- Pricing Schedule
- URS

Bids will be evaluated on a Pass/Fail basis in line with the successful completion of the above listed documents. CPI is not obliged to accept and/or consider incomplete tenders that do not contain all information and particulars requested and those such tenders may be rejected at any stage of the evaluation process.

Award Criteria

Will be ascertained by the combined scores out of 100% (see Award Criteria Ratio,) as to whom is successfully awarded.

6 Evaluation Scoring and Weightings

Tender Scoring and Weightings

Question Number	QUALITY RESPONSE (Questions relating to the specification / requirements)	SCORE RANGE	WEIGHTING
1	Specification of equipment against URS	0-5	50%
2	Leadtime and Delivery conditions	0-5	10%
3	Details of After Sales, Maintenance and Servicing and Ongoing support of Equipment	0-5	10%
	Price (See separate Pricing Schedule)	N/A	30%
		TOTAL	100%

Mini Competition Scoring and Weightings

Question Number	QUALITY RESPONSE (Questions relating to the specification / requirements)	SCORE RANGE	WEIGHTING
1	Specification	0-5	50% (-20%)
2	Lead Time	0-5	20% (+/-20%)
	Price (See separate Pricing Schedule)	N/A	30% (+20%)
		TOTAL	100%

Scoring Criteria

- 0 = no response/answer not relevant to requirement
- 1 = limited response to requirements
- 2 = less than adequate, fulfils some of the basic requirements
- 3 = adequate response, fulfils all basic requirements
- 4 = good response, fulfils all requirements to a high standard
- 5 = excellent response, fulfils requirements to an exceptionally high standard

Pricing Score and Weighting

Responses will be evaluated based on the following standard formula*, which comprises of the weighting multiplied by the lowest price, divided by each submitted price:-

$$\frac{\text{Weighting} \times \text{Lowest Tendered Pricing}}{\text{Tendered Pricing}}$$

* For example, if the Price weighting is 40%, and the lowest tendered price is £1,000, this would achieve the maximum 40%, and subsequently higher priced tenders would achieve the difference in percentage between lowest and that pricing.

Thus formula examples based on 3 submissions would calculate as such:-

$$\frac{40\% \times \pounds 1,000}{\pounds 1,000} = 40\%$$

$$\frac{40\% \times \pounds 1,200}{\pounds 1,200} = 33.3\%$$

$$\frac{40\% \times \pounds 1,350}{\pounds 1,350} = 29.6\%$$

Award Criteria Ratio

Quality & Service Response	70%
Price	30%
TOTAL	100%

Any additional documents will not be scored, but, where required, must be completed and returned see “Evaluation Process” section below.

7 Evaluation & Award Process

Scores will be awarded to each tender response by an evaluation panel, but only at each stage contained within the “Evaluation Process” as described below.

Evaluation Process

The panel will agree a shortlist at each stage of the process based on the responses at each relevant stage of elimination, based on the following:

This will be up to a 3-stage process consisting of:

1. Only *fully compliant completed Bids will be evaluated and thus the number of Bidders whom have provided the most competitive proposal based on their Pricing Response and completion all of the Quality Response questions will be carried forward to stage 2.

(* Subject to Bidder's completion and response to all sections contained within this document, and all other completed returns of attached documents, including Pricing Schedule and any other documents required as per the Specification documents.)

2. The total scores of Bids which have enabled succession to this stage will then be carried forward to stage 3, unless by the total scoring achieved per Bid there is an outright winner, whereby any score adjustments within stage 3 would not sufficiently alter the outcome or their ranking, and thus an award could be recommended at this stage.
3. Based on stage 3, (regardless of outcome or ranking at stage 2,), if a clarification meeting is deemed to be preferred, then the final short-listed Bidders may be invited to the Authority to conduct a “Supplier Presentation” (see below,) of their submitted bids of which the evaluation team may only adjust their original Quality scoring to determine the award of the final successful Bidder post presentation.

Supplier Presentations

Based on the “Evaluation Process”, shortlisted suppliers may be invited to present their proposal to a selection panel. The supplier needs to ensure an account manager and the person or persons who will be managing any quality/technical aspect of the project, attends the presentation.

The presentation should demonstrate the proposal detailing the service being provided, the value for money of the proposal, the implementation procedure and timetable of the project. The presentation will be part of the award criteria. The presentation will be an opportunity to clarify the supplier’s proposals.

Shortlisting of Suppliers (Framework)

The top 3 ranked fully compliant and completed responses that have achieved a minimum score of **40% out of 100%** will be appointed onto the framework agreement and ranked accordingly.

Pre-Award Due Diligence

In addition to the above 3 stage “Evaluation Process”, as either part of stage 2 and/or or 3, (or post those stages), CPI reserves the right to conduct reference/due diligence checks given in support of a Tender response and this may also include physical site reference visits to appraise suitability of goods/services/assets which have been put forward by the Bidder, and subject to this due diligence, an award may either be granted or rescinded, and either 2nd placed Bidder (and subsequent ranked Bidders thereof,) may be subject to the same due diligence protocol until an award can either be conducted/or the tender exercise cancelled.

Failure to comply with any of the above (and any other instruction requirements), may result in automatic disqualification of bid, and thus, bid would be excluded and not evaluated, at the sole discretion of the Authority.

8 Additional Information to Bidders

These conditions shall read with in conjunction with any additional enclosed documents, as per attached appendices, and shall form part of the Contract between the CPI and the Contractor.

- 8.1 The requirement for the above is set out in the Specification.
- 8.2 Bidders are required to quote for all of the items listed within the tender documents.
- 8.3 No Tender will be considered unless made on the official tender forms contained within this document and any additional ones as requested to do so.
- 8.4 Bidders must obtain for themselves all necessary information as to risks or contingencies which may affect their tenders.
- 8.5 Goods and services must conform to the specification provided in the Tender pack and the successful contractor must ensure consistent quality throughout the full contract period.
- 8.6 Bidders may supply any other additional information that they wish to be considered as part of their offer as separate attachments providing these are cross referenced to which particular Quality and Pricing questions they relate to.

- 8.7 Contractors must conform to the Health and Safety at Work Act 1974 and should adhere to any additional Health & Safety Requirement and Guidance which may have been included in the Tender package.
- 8.8 The Authority expects the Contractor to work within an underlying culture and philosophy of continuous improvement throughout the term of the Contract and both parties will seek to foster this through a partnership approach.
- 8.9 Bidders are requested to initial any alterations and amendments, which may occur on the tender document. Failure to do so may result in the tender submission being disqualified.
- 8.10 The CPI is concerned to obtain bona fide competitive tenders. Any action taken to canvas or solicit any Member, Office or Agent of the Authority or to obtain any unfair advantage or arrangement with any person concerning the Tender which CPI considers contrary to this object shall result in immediate disqualification.
- 8.11 All tender documents are PRIVATE AND CONFIDENTIAL. All information concerning the tendering or performance of this contract is to be treated as highly confidential, and for the avoidance of doubt, all ownership and intellectual property rights concerning all aspects of this tender remain fully with CPI.

9 Queries/Clarification Questions

No Bidder is permitted to contact any Authority staff member whatsoever, during this procurement exercise.

Any queries arising from this document, and/or for further clarification please use the Q&A protocol at the electronic address (see page 1) **no later than 7 working days before the deadline Bid Return date.**

However we reserve the right to refuse to respond to any clarification questions if they are deemed to be seeking to gain commercial advantage/confidential information/unfair advantage against the other bidders, and additionally we may reject any offer submitted as a result of such infringement.

The Authority may at its discretion communicate any questions and/or requests for information together with the Authority's response to all Bidders.