

# **Invitation to tender for warehousing and distribution, merchandising, and creative services**

## 1. About UK Anti-Doping

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UK Anti-Doping is the Non-Departmental Public Body (NDPB) responsible for tackling doping in sports and prosecuting violations of the World Anti-Doping (WAD) Code. It was launched in 2009 ahead of the London 2012 Olympic and Paralympic Games and has offices at SportPark, Loughborough University, 3 Oakwood Drive, Loughborough, Leicestershire, LE11 3QF and Trafalgar House, 1 Bedford Park, Croydon, CR0 2AQ. UK Anti-Doping is responsible for the implementation and management of the UK's Anti-Doping Policy, as well as ensuring the UK is compliant with the UNESCO convention, and the World Anti-Doping Code, educating and informing athletes and sports bodies and carrying out tests to determine anti-doping violations. Additional information about UK Anti-Doping can be found on our website.

## 2. Invitation to tender (ITT)

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UK Anti-Doping now invites tenders for the provision of warehousing and distribution, merchandising, and creative services ("the Services") for one year (with options for early termination and extension) in accordance with this ITT and the attached documents. As this process is conducted below the appropriate threshold for tenders there is no separate pre-qualification stage or questionnaire, but potential suppliers are required to register their expression of interest in tendering in accordance with paragraph 5 below.

## 3. Structure of ITT

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The ITT is divided into the following sections:

**Instructions** – this contains UK Anti-Doping's general tendering requirements and other information on the tendering process and the evaluation criteria against which Tenders will be evaluated.

**Specification** – this describes the service/quality standards required to provide the Services (Appendix 1)

**Forms and confirmations** – contain the forms and confirmations to be completed and submitted with tenders (Appendix 2):

- Form of tender
- Bona fide tendering
- Declaration of criminal convictions, tax affairs and controversial situations
- Confirmation of insurance and operational policies
- Non-canvassing, non-collusion and non-corruption certificate
- References

#### 4. Tender timetable and contract period

UK Anti-Doping proposes the following timetable for the award of the Contract. This is intended as a guide and whilst UK Anti-Doping does not intend to depart from the timetable, it reserves the right to do so at any time:

Date	Activity
<b>25 March 2021</b>	Tender advertisement published and ITT made available to interested Tenderers
<b>W/C 5 April 2021</b>	Tenderers to express interest and send contact details for lead contact, submit clarification questions & return signed confidentiality agreement
<b>W/C 5 April 2021</b>	UK Anti-Doping to issue responses to clarification questions
<b>14 April 2021 15:00</b>	Deadline for receipt of tenders
<b>22 April 2021</b>	Completion of initial assessment of tenders
<b>W/C 26 April 2021</b>	Notification of successful tenderer/unsuccessful tenderers
<b>28 April 2021</b>	Earliest possible contract commencement date
<b>3 May 2021</b>	Latest possible contract commencement date

#### 5. Expression of interest

Suppliers wishing to tender are requested to register their expression of interest by emailing the Contact Officers [ruth.woods@ukad.org.uk](mailto:ruth.woods@ukad.org.uk) and [devon.robertson@ukad.org.uk](mailto:devon.robertson@ukad.org.uk) week commencing 5 April 2021 along with any clarification questions they may have in accordance with paragraph 8 of this ITT.

#### 6. Contract

The contract shall commence between the earliest and latest possible dates as set out above and shall continue for one years unless terminated in accordance with the terms of the contract. The contract may, at the sole discretion of UK Anti-Doping, be extended for a further period of 12 months.

#### 7. Disclaimer costs and expenses and discontinuance of tender

Nothing in this ITT binds UK Anti-Doping to accept a Tender and award a contract. UK Anti-Doping reserves the right to discontinue this Tender at any time during the ITT process and not to accept a Tender or award a contract.

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 from its discontinuance or in relation to which a contract is not awarded.

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 its Tender shall be borne by the Tenderer.

Tenderers shall ensure that they are familiar with the nature and extent of the obligations they will incur if their Tender is accepted.

## **8. Information and queries**

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Tenderers should carefully read all the documents in this ITT and fully acquaint themselves with the requirements in this ITT. A Tenderer may, by written communication to the Contact Officer, request clarification or further information in connection with the ITT. UK Anti-Doping will reasonably endeavour to answer all written enquiries prior to Tenders being submitted.

UK Anti-Doping reserves the right not to respond to a request for information or clarification. UK Anti-Doping reserves the right to disseminate information that is materially relevant to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect any Tenderer's commercial confidence in its responses.

The deadline by which to submit clarification questions and requests for further information is week commencing 5 April 2021.

All enquiries in connection with this ITT must be made in accordance with this paragraph. UK Anti-Doping reserves the right to reject any Tenderer that attempts to obtain information through any other route.

Contact Officers:

Ruth Woods [ruth.woods@ukad.org.uk](mailto:ruth.woods@ukad.org.uk)

Devon Robertson [devon.robertson@ukad.org.uk](mailto:devon.robertson@ukad.org.uk)

## **9. Best value**

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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 development of the Services and to participate, free of charge, in projects associated with improvement to the Services and to implement required changes.

## **10. Preparation of tender**

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This ITT (including all its appendices and attachments) has been prepared by UK Anti-Doping for the sole purpose of enabling Tenderers to submit Tenders to UK Anti-Doping. No guarantee can be given, however, and no representation is made, as to the accuracy of information contained within it and it is each Tenderer's responsibility to obtain for itself at its own expense all information which it deems necessary or desirable for the preparation of its Tender. UK Anti-Doping does not accept any liability, which might result from any inaccuracy or omission from any such information. All information supplied by UK Anti-Doping in connection with this ITT 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.

## **11. Freedom of information and transparency**

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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 Tenderers. This right does not extend to information which is confidential and/or commercially sensitive or otherwise "exempt" from disclosure under FOI. Consequently, only, information that is genuinely confidential or commercially sensitive or is otherwise exempt FOI information may not be disclosed under FOI.

Tenderers are therefore required to identify those areas in their Tender that they consider are confidential and/or 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.

UK Anti-Doping reserves the right to hold all or any information contained in a Tenderer's Tender, in confidence, or to disclose it whether 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.

## **12. Preparation and Delivery of Tender Documents & Presentation Stage**

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UK Anti-Doping reserves the right not to accept the lowest or any Tender.

The Tenderer must respond to the Tender Requirements as set out in paragraph 16 below. The Tenderer must ensure that its Tender is completed in its entirety, including all accompanying forms and confirmations at Appendix 2.

The tender documents must be signed and emailed to: Ruth Woods [ruth.woods@ukad.org.uk](mailto:ruth.woods@ukad.org.uk) and Devon Robertson [devon.robertson@ukad.org.uk](mailto:devon.robertson@ukad.org.uk)  
Tenders must be delivered by no later than 14 April 2021 15:00.

Tenders shall remain open for acceptance for a period of 60 days (sixty days) from the Tender submission date.

## **13. References**

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Two references are required, and Tenderers must complete the references form at Appendix 2. UK Anti-Doping reserves the right to contact referees during the ITT period. If UK Anti-Doping decides to make reference calls, it will contact Tenderers individually for confirmation of their referees. Tenderers should give their referees advance notice of these reference calls to avoid any delay.

The reference calls will not be evaluated. They are intended to verify the experience of Tenderers as described in their ITT submission.

## **14. Tender Evaluation**

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Prior to evaluating Tenders, UK Anti-Doping will carry out an initial review of each Tender to confirm completeness and compliance with the requirements of this ITT and may, at its discretion, reject a Tender which is incomplete and/or non-compliant.

UK Anti-Doping will carry out a Tender evaluation after the closing date for receipt of Tenders. Tenders will be evaluated on the basis of the most economically advantageous offer to UK Anti-Doping against the following weighted factors:

#### Quality of service provision (60%)

Quality Criteria	Score (Max 5)	Weighting	Score x Weight
Quality of proposals to deliver the creative services, warehouse and distribution, merchandising and account management		65%	
Technical competency and knowledge of the delivery staff		25%	
Proposals for quality and service provision including idea generation, eco-friendliness and innovation		10%	
<b>Total</b>		100%	

#### Price and overall cost of the contract to UK Anti-Doping (40%)

Quality Criteria	Score (Max 5)	Weighting	Score x Weight
Rates		40%	
Fixed Fees		40%	
Value Added Services		20%	
<b>Total</b>		100%	

The winner will be Tenderer with the highest score against the above criteria.

### 15. The Tender Evaluation Scores

The response to each evaluation question will be awarded a score of between 1 and 5 according to the scale in the table below. The weightings set out in the table above will then be applied to each question. For clarity, proposals that meet the UK Anti-Doping's requirements as set out in the tender documentation would be awarded a score within the range 3-4. Tenderers can gain scores of 5 on the evaluation scoring scale below by providing innovative submissions that exceed UK Anti-Doping's core expectations as expressed in the Specification. UK Anti-Doping encourages Tenderers to present innovative pricing and methods of service delivery that will add value to the Services, such proposals are likely to attract the highest scores.

#### ITT Quality Evaluation Scoring Methodology

The basis for the scoring of Tenders will be in accordance with the following scale:

Score & Description	Score (Max 5)
<b>1 Unsatisfactory</b>	A response that completely or almost completely fails to address the elements of the criterion. Such a response would normally evidence no strengths of any kind and many significant weaknesses and/or deficiencies. In general, the response would be described as unsatisfactory or without merit.
<b>2 Marginal</b>	A response that addresses a few elements of the criterion. Such response would normally be evidenced by few if any strengths, many significant weaknesses, and present a low level of successful performance expectation. In general, the response would be described as faulty or substandard.
<b>3 Satisfactory</b>	A response that adequately addresses the elements of the criterion. Such a response would normally be evidenced by few if any significant strengths, few if any significant weaknesses, offsetting strengths and weaknesses, and present a moderate level of successful performance expectation. In general, the response would be described as suitable or sufficient.
<b>4 Very Good</b>	A response that addresses a majority of the elements of the criterion. Such a response would normally be evidenced by significant strengths, few if any significant weaknesses, and present an above average level of successful performance expectation. In general, the response would be described as conscientious, competent or complete.
<b>5 Excellent</b>	A response that addresses all elements of the criterion in an exceptional manner. Such a response would normally be evidenced by significant strengths, no significant weaknesses, and present a high level of successful performance expectation. In general, the response would be described as excellent or superior.

## 16. Tender Requirements

The Tender requirements for each of the evaluation criteria are set out below. Tenderers are required to respond to all of the Tender requirements set out below. To assist UK Anti-Doping's evaluation of a Tender submission, please ensure Tenders



clearly cross-refer to the Tender requirements set out below. Any relevant supporting tender documentation must also be clearly identifiable by the evaluation criteria number.

Instructions for completing Tenders – please ensure these are followed:

- Answers must be on A4 with a minimum font size 11. The paper layout can either be landscape or portrait. A3 can be used where use of diagrams, graphs etc. is required.
- Information about a Tenderer's history; strategy; corporate structure; departments & teams and key staff leading their Tender is not subject to a word count limit.
- When providing examples, Tenderers must demonstrate knowledge and understanding of delivery of this type of work across comparable sectors. The examples must also demonstrate where the Tenderers have provided delivery to organisations like UK Anti-Doping.
- If Tenderers do include examples, where possible, fresh examples for each criterion are preferred by UK Anti-Doping. It is not acceptable to repeat the same example.
- The word counts against each tender requirement are maximum word limits. Tenderers can write less.

#### Maximum word counts

Criteria	Tender requirement	Word Count
<b>Quality</b>	Quality of proposals to deliver creative services, warehouse and distribution, account management and merchandising	1,500
<b>Quality</b>	Technical competency and knowledge of the delivery staff	1,500
<b>Quality</b>	Proposals for quality and service provision including idea generation, eco-friendliness and innovation	1,500
<b>Price</b>	Rates	250
<b>Price</b>	Fixed Fees	250

Criteria	Tender requirement	Word Count
Price	Value Added Services	250

The tender submission must include the proposed contract terms and conditions.

## 17. Staffing Issues and TUPE

UK Anti-Doping is neither the transferor nor transferee of the staff employed by its current contractors in the circumstances of any policy/contract awarded as a result of the procurement process of which this ITT forms part.

Tenderers should satisfy themselves as to the application of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") to this requirement and should make suitable provision for the implications (if any) of TUPE.

## 18. Non-Consideration of Tender

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 ITT; or
- it makes or attempts to make any variation or alteration to any of the ITT save where authorised in writing by the Contact Officer; or is expressly permitted; or
- the Tenderer fails to provide within seven 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 does not comply with paragraph 12.

## 19. Rejection of Tender

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:

- made a misleading or false declaration in any of the Tender Forms and confirmations.
- 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 accordance with any agreement or arrangement with any other person.
- 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 referred to in the ITT.
- 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 their price or anything similar.
- 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.
- 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.

In the context of the Declaration of criminal convictions, tax affairs and controversial situations please note:

- Tenderers will be excluded from the tender process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if tenderers have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).
- If Tenderers have answered “yes” to question 2 of the declaration on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, Tenderers may still avoid exclusion from this Tender if only minor tax or social security contributions are unpaid or if a Tenderer has not yet had time to fulfil your obligations since learning of the exact amount due. If Tenderer is in that position, please provide details using a separate document. Tenderers may contact UK Anti-Doping for information about how to do this before completing this form.
- UK Anti-Doping reserves the right to use its discretion to exclude a Tenderer where it can demonstrate the Tenderer’s non-payment of taxes/social security contributions where no binding legal decision has been taken.

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.

## **20. Acceptance of Tender**

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Following evaluation of Tenders, the selection of a preferred Tenderer shall be subject to a seven day standstill period.

Until the formal signing of the contract together with the formal letter of acceptance shall constitute a legally binding contract which shall commence on the day after the seven day standstill period has ended. The seven day standstill period shall commence from the date notification to the successful Tenderer.

After the seven day standstill period has elapsed, UK Anti-Doping will request the successful Tenderer to sign the contract. Failure to comply with UK Anti-Doping's requests to promptly sign the contract under will amount to a breach of contractual obligation and UK Anti-Doping will accordingly be entitled at its sole discretion to withhold payment until such time as a formal contract is properly signed by the successful Tenderer.

## **21. Tender Material**

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ITT Material means information (including for example, presentation slides, drawings, handbooks, manuals, reports, instructions, specifications and notes of pre-tender clarification meetings, in whatever form or medium), issued to Tenderers by UK Anti-Doping or on its behalf, or to which Tenderers have been given access, for the purposes of responding to this ITT. Tender Material remains the property of UK Anti-Doping or other owners and is released solely for the purpose of tendering. The Tenderer shall notify UK Anti-Doping without delay if any additional Tender Material is required for the purpose of tendering.

In the event that a recipient of Tender Material decides not to participate in the submission of a tender, the Tender Material shall be returned to its place of issue without delay. If a tender is submitted to UK Anti-Doping, the Tender Material may be retained by the Tenderer until the result of the competition is known.

The Intellectual Property Rights in Tender Material may belong to UK Anti-Doping or a third party. The Tender Material may only be used for the purpose of responding to this invitation to tender and shall not be copied or disclosed to anyone other than employees of the Tenderer involved in the preparation of the tender, without the prior written approval of UK Anti-Doping. If the Tenderer discloses the Tender Material other than to employees involved in the Tender preparation or uses the Tender Material other than for the purpose of Tendering, UK Anti-Doping, or the third party owner, may suffer damage for which compensation may be sought from the Tenderer.

## 22. Publicity and Branding

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Tenderers shall not make any advertisement, public statement or press announcement in relation to this Tender or award of the contract should they be successful. A joint public statement and press announcement will be made at a date agreed between the successful tenderer and UK Anti-Doping.

## 23. Liaison with incumbent contractor

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Any new appointee, if necessary, will be required to co-operate with the incumbent service provider(s) to ensure a smooth and cost-effective transition, and run-down of existing work, where appropriate.

During the final year of the contract, notice will be served about inviting tenders for a new contract. If the then current contractor does not retain the appointment, the incumbent will be expected to co-operate fully with any new contractor and to maintain relevant services for a reasonable period on the basis of charges applied during the final year of the then current contract.

## Appendix 1 - Specification

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Our typical annual spend across all services has been between £50,000 and £100,000 a year. In tendering for this contract, UKAD is not guaranteeing any financial spend, or that the financial spend will be of the same amount as in previous years. The Tender is for all areas of work. However, if you wish to tender for one service area UKAD will consider the application.

**Creative services:** UKAD requires this support for several functions within UKAD, including the Education, Branding and Communications teams. UKAD would look to procure a minimum of 650 hours per 12-month periods. From designing infographics

and reports through to animations and merchandise, the requirements are varied and include:

- Design of resources e.g. digital guides, eBooks, print based materials
- Design and sourcing of merchandise (please see examples in the merchandise section below)
- Design of social media assets such as infographics and templates
- Design and production of animations
- Design of brand work such as logos and guidelines (Comms and Brands like Clean Sport Week and 100% Me)
- Physical assets, event stands, banners, programmes and other similar products (outreach assets)
- Printing – training folders, programmes, wallet cards etc
- Ability to create digital and print resources and assets that are accessible and meet minimum AA standards (this applies to all creative work)
- Editorial and proof-reading

**Warehouse and distribution:** UKAD require a high-quality service that will enable its products and merchandise to be stored efficiently and safely. The products and merchandise will to be easily accessible for dispatch as well as having an ordering system that is quick and simple to use. Key criteria include:

- Safe and secure storage of non-perishable items including clothing and merchandise
- Distribution and delivery of items around the UK
- Ability to receive return of goods from events (we arrange delivery to their warehouse)
- Maintain accurate stock records (digital stock list so we can keep track of what they have along with any damage)
- Digital or online order process
- Next day delivery option
- Proactive support regarding management of stock and improvement of management of life cycle
- Pick and pack services

Account management

- Quarterly meetings
- Dedicated account management
- Reports on time used, clear rollovers, account for how time is spent
- Ability to work within Govt guidelines (value for money etc)

**Merchandise:** The current merchandise requirements are as follows:

- Clothing (e.g. hoodies, polo shirts, jackets etc.)
- Roller banners and signage for events
- Corporate merchandise e.g. diaries, mugs, pens, paper pads, cloth bags and notebooks
- Education merchandise e.g. Badges, pens, water bottles, sunglasses, headbands and activity games such as wheel of fortune
- Corporate conferences, events and meetings

Please consider that UKAD is actively looking to reduce its plastic consumption and improve its environmental impact. Please also state the steps your organisation has taken to improve its environmental impact.

**Respondents need to set out the breakdown of rates for time and products.**

**Respondents need to also set out the breakdown for the following:**

- 1,000 UKAD branded pens
- 10,000 UKAD branded pens
- 200 items of branded hoodies and polo t-shirts
- 250 branded lined notepads
- 200 design and production of a report c15 pages
- 500 Corporate business cards
- 5 hours of design work

Respondents must also address the following areas, and provide instances wherever possible:

### **Technical Competency**

Evidence of competency to undertake creative services, merchandising and storage and distribution in a public sector body. This should relate to both the experience of the firm overall and key individual members of the team including:

- Specialist skills especially in relation to design of creative services and animation
- Where outsourcing is required e.g. merchandising, an understanding of supplier relationships and their experience, including examples of merchandising orders they have worked on for you (please include information such as volume, types of merchandise etc.)

- The capacity to undertake work at short notice. There are times when UKAD will need to order merchandise in a short turnaround time or produce several documents simultaneously to tight deadlines

### **Approach to Quality and Service Provision**

Brief description of your overall approach to merchandising, creative services, and warehousing including:

- What is your understanding of the main issues faced by UK Anti-Doping?
- What is your analysis of the major risks facing UK Anti-Doping in relation to this service?

### **Economics**

A comprehensive budget for one, two or three years, showing the service activities proposed, with charge-out rates and budgeted hours, including any value added considerations. Preference will be given to tenders which show ingenuity in conducting the work.

### **Quality assurance reviews of the work**

The Successful Bidder shall ensure that all work conforms to relevant legislation.

### **Background**

Tenderers are required to provide information about its history; strategy; corporate structure; departments & teams and key staff leading their Tender.

### **Relocation**

UKAD is relocating with part of the operation in London and the remainder in Loughborough. Any related costs associated with this should be set out in the tender.

### **Contract terms**

Proposed contract terms must be submitted as part of the tender including which (if any) Crown Commercial Framework applies to the tender.

## **Appendix 2 – Forms and confirmations**

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### **Form of Tender**

The completion of the documents will be taken as part of the contract between the Tenderer and UK Anti-Doping.

Please note that if any errors, omissions or mistakes are identified during the tender evaluation process UK Anti-Doping may:

- Invalidate the tender; or
- Ask the tenderer to stand by the Tender as submitted or withdraw it; or



- Allow the Tender to be amended.

**To: United Kingdom Anti-Doping Limited**

I/we hereby undertake to provide at the price given in the tender the Services under the terms contained within this ITT which, for the avoidance of doubt, include all the following:

- Contract
- Specification & Pricing Matrix
- Form of Tender
- Certificate of bona fide tendering
- Declaration of criminal convictions, tax affairs and controversial situations
- Insurance cover and operational policies
- Non-canvassing, non-collusion and non-corruption certificate

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Date

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Signature

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Name of signatory

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Position in tendering organisation

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Name of tendering organisation

**Bona Fide Tendering**

**To: United Kingdom Anti-Doping Limited**

We the undersigned having read the Invitation to Tender, the Specification and associated documents annexed hereto declare and hereby certify that we are not parties to any agreement or agreements under which:

- we have communicated the amount of our tender to any other person before the time of submission of this tender
- any other tenderer was reimbursed any part of their tendering costs

- our tendered prices have been adjusted by reference to those of any other tenderer

We understand that UK Anti-Doping reserves the right to seek clarification and/or negotiate pre-tender and post tender.

We further understand that the information contained in the tender documents is confidential to other parties except as is essential for such purposes as those related to insurance matters or for the purpose of fulfilling our obligations under the Contract.

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Date

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Signature

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Name of signatory

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Position in tendering organisation

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Name of tendering organisation

### **Declaration of criminal convictions, tax affairs and controversial situations**

#### **To: United Kingdom Anti-Doping Limited**

We the undersigned having read the Invitation to Tender, the Specification and associated documents annexed hereto declare and hereby declare that:

1. within the past five years, our organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any criminal offence.

2. we are not subject to any a judicial or administrative proceedings or decisions having final and binding effect in accordance with the legal provisions of any part of the United Kingdom, that our organisation is in breach of obligations related to the payment of tax or social security contributions, save as set out below.

3. within the past three years, except as set out below, our organisation has not:
- 3.1. violated applicable obligations in the fields of environmental, social and labour law; your organisation is bankrupt or is the subject of insolvency or winding-up proceedings
  - 3.2. been found guilty of grave professional misconduct, which renders its integrity questionable
  - 3.3. entered into agreements with other economic operators aimed at distorting competition;
  - 3.4. created a conflict of interest that cannot be effectively remedied
  - 3.5. had prior involvement in the preparation of this procurement procedure which has resulted in a distortion of competition, that cannot be remedied
  - 3.6. shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions
  - 3.7. been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria
  - 3.8. undertaken to unduly influence the decision-making process of the contracting authority, or obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure

3.9. negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award

**Conflicts of interest**

In accordance with question 3.4, the authority may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members 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. Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the authority, detailing the conflict in the box above. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the UK Anti-Doping should not represent a conflict of interest for the Supplier.

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Date

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Signature

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Name of signatory

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Position in tendering organisation

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Name of tendering organisation

**Insurance and operational policies**

We the undersigned having read the Invitation to Tender, the Specification and associated documents annexed hereto declare and hereby certify that we have and will keep in place for the duration of contract:

- Employer's liability insurance
- Public liability/third party insurance
- Policies covering Anti-Bribery
- Information Security
- Equality & Diversity
- Modern Day Slavery

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Date

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Signature

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Name of signatory

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Position in tendering organisation

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Name of tendering organisation

**Non-canvassing, non-collusion or non-corruption**

The essence of a formal selection process is that UK Anti-Doping receives bona fide proposals from all Tenderers.

In recognition of this principal we certify that this is a bona fide proposal. We have not fixed or adjusted the submission by or in accordance with any agreement or arrangement with any other person or party. We also certify that we have not done, and we undertake that we shall not do at any time before the hour and date specified for the return of this submission any of the following acts:

- Directly or indirectly canvassed any official of UK Anti-Doping concerning the acceptance of this or any other tender or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning this or any other tender.
- Communicate with any other person other than the person calling for the submission except where the disclosure of information is necessary to obtain insurance.
- Enter into any agreement or arrangement with any person that he shall refrain from making a submission.
- To offer to pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person related to this submission;
- 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.

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Date

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Signature

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Name of signatory

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Position in tendering organisation

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Name of tendering organisation

**References**

<b>Reference 1</b>	
Organisation Address:	
Contract Name:	
Telephone No:	
Email Address:	
Approximate Value:	
<b>Reference 2</b>	
Organisation Address:	
Contract Name:	
Telephone No:	
Email Address:	
Approximate Value:	