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 Advertisement.

1. Invitation to Tender  
   1. UK Anti-Doping currently contracts out its Internal Audit function. It invites Tenders for the provision of Internal Audit Services in accordance with this Invitation to Tender and the attached documents.
   2. The existing contract expires on 31 March 2021. Tenderers should note that the incumbent contractor provides 44 internal audit days per annum.
   3. UK Anti-Doping is an Arm’s Length 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.
   4. The advertisement for this tender was placed on the government portal, Contracts Finder [www.contractsfinder.businesslink.gov.uk/](http://www.contractsfinder.businesslink.gov.uk/%20) on 24 December 2020
   5. Details of the successful contract, once awarded, will be published on [Contracts](file:///C:\Users\julia.hardy\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\R0W12MI1\www.contractsfinder.businesslink.gov.uk\) Finder in line with Cabinet Office requirements.
2. Structure of Documents   
   1. The tender documents consist of:
      * + - Instructions for Tenderers – this contains UK Anti-Doping’s general tendering requirements and other information on the tendering process including;
          - Appendices (A – C) - contain the documents required to be completed and submitted by tenderers along with their tender (The submitted details of insurance will not form part of the evaluation nor be used as a criterion for disqualification.)
          - Evaluation Criteria which lists the criteria the tenderers’ responses will be evaluated against;
          - Specification – this describes the service or quality standards required to provide Internal Audit Services;
          - Subject to review, UKAD intends to adopt the standard terms and conditions of the successful tenderer. These must therefore be submitted with your tender but will not form part of UKAD's evaluation.
3. Tender Timetable and Contract Period  
   1. UK Anti-Doping proposes the following timetable for the award of the Contract:

## Tender Timetable and contract period

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| --- | --- |
| Tender stage | Date |
| Advertisement/Issue of Invitation to Tender | From 24 December 2020 |
| Return of Tenders | By 12 noon 12 February 2021 |
| Evaluation of responses | By 22 February 2021 |
| Notification of successful tenderer | By 23 February |
| Standstill period | To 5 March 2021 |
| Contract signature | By 8 March 2021 |

* 1. UK Anti-Doping reserves the right to alter the above timetable and Tenderers will be notified if alterations are made.
  2. The contract commences on 1 April 2021 for a period of three (3) 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, one year at a time, for a period up to maximum of three (3) years.
  3. Tenderers should note that UK Anti-Doping may place internal audit work outside of this contract to third parties. UK Anti-Doping will only invoke such a right in instances where highly specialised audit services are required or where there is a conflict of interest.

1. Costs and Expenses and Discontinuance of Tender
   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.
   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.
   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.
2. Information and Queries  
   1. Enquiries relating to this tender should be made to: Julia Hardy, [ukad@ukad.org.uk](mailto:ukad@ukad.org.uk) Telephone: 020 7842 3450
   2. 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 (email) 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.
   3. 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 Tenderer being disqualified.
   4. 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. 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.
   6. 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.
   7. 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.
3. Best Value   
   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.
   2. In addition, in order to demonstrate best value UK Anti-Doping asks for proposals for value added services (e.g. inclusive CPD for staff; courses; materials; books etc.)
4. Preparation of Tender  
   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.
   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.
   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:
   4. by the Tenderer in so far as it is necessary for the preparation, submission and evaluation of Tenders; and/or
   5. 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
   6. 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.   
        
      As a consequence, only information that is genuinely commercially sensitive or is otherwise exempt FOI information may be held in confidence by UK Anti-Doping. 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. 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.
   8. 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.
5. Preparation and Delivery of Tender Documents   
   1. UK Anti-Doping reserves the right not to accept the lowest or any tender.
   2. The Tenderer must ensure that the tender documents are completed in their entirety, including the Form of Tender and accompanying schedules.
   3. UK Anti-Doping will reject any tender which is received after the deadline and may reject any tender which is incomplete.
   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.
   5. The tender documents must be delivered by e mail to [ukad@ukad.org.uk](mailto:ukad@ukad.org.uk)
   6. UK Anti-Doping may extend the closing date beyond that specified in paragraph 9 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.
6. Tender Evaluation and Criteria
   1. Tenders will be evaluated 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.
   2. UK Anti-Doping will carry out an 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
   3. The preferred supplier shall be the preferred Tenderer who scores the highest mark from the evaluation process.
7. Staffing Issues and TUPE  
   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.
   2. It is therefore the Tenderer’s 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.
8. Non-Consideration of Tender  
   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
          - it makes or attempts to make any variation or alteration to any of the Contract Documents save where authorised in writing by the Contact Officer; or is expressly permitted
          - 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
          - 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
9. Rejection of Tender  
   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.
   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.
10. Acceptance of Tender  
    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.
    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.
    3. UK Anti-Doping will request the successful tenderer to execute a formal contract for the Internal Audit Services.
    4. The number of days shown in paragraph 1.2 of this Invitation to Tender, are based on figures provided by UK Anti-Doping the incumbent Internal Audit Services for the 12 months ended 31 March 2021. Please provide an estimate of the number of days which you will provide, inclusive of management time and the associated costs. Rates should exclude VAT.

Dated: ..24 December 2020............ UK Anti-Doping