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Liverpool John Moores University

*Commercial in Confidence*

**Tender for Benchtop Ultracentrifuge**

Contract Reference - LJMU 2318

Invitation to Tender Return date- **12 NOON on Friday 6th October 2023**

A one-off purchase of equipment for a Life Sciences Research Laboratory

Dear Sir/Madam,

You are invited to tender for the provision of a **Benchtop Ultracentrifuge for a Life Sciences Research Laboratory** for Liverpool John Moores University, details of which are provided in the following Invitation to Tender (ITT) documentation. Please ensure that all relevant tender sections are completed and that you follow the enclosed instructions.

The deadline for submitted tenders is **12 NOON on Friday 6th October 2023.** Email submissions will be rejected.

Any clarification requests must be made a minimum of 5 working days prior to the tender submission date through the In-Tend portal (last date for requests **12:00 NOON – Friday 29th September 2023.** All questions must be directed through the system – contact via email will not be responded to.

LJMU does not undertake to accept the lowest or any offer.

|  |  |
| --- | --- |
| Company Name |  |
| Company Address |  |
| Contact Name |  |
| Contact Email Address |  |

I, ……………………………………………………………………. *(print name)* confirm that all detail added into this ITT document submission is accurate, true, and can be evidenced so if clarifications are required post tender return. I understand that any information provided within your tender response that is proven to be untrue can lead to your bid being deemed uncompliant and subsequently being disqualified from this tender exercise.

Signed ………………………………………………………………………………

Position ……………………………………………………………………………..

Date ………………………………………………………………………………

# Part One –Details and Procedure

## LJMU Background Information

Liverpool John Moores University is a distinctive, unique institution, rooted in the Liverpool City Region but with a global presence.

With a heritage that stretches back to 1823, LJMU is now one of the largest and well-established universities in the UK and celebrates our bicentenary in 2023.

Our students and staff, past, present, and future, are the beating heart of our city and can be found in every corner of every industry and community. We couldn’t exist anywhere else and have shaped this place we belong to.

Working with the people of our city to improve lives and support communities is at the heart of why we were founded and why we exist today. Growing and supporting our community is a commitment to work in partnership on an inclusive and positive future for all of those around us.

The world is changing at incredible speed, and we believe our mission is to develop exciting, brave, resilient people and embrace effective, impactful change.

**1.2 Specification**

Please see *Appendix 1 (page 16).*

**1.3 Duration**

This tender exercise is for a one-off purchase, although as per the specification there are some service and maintenance elements that are required post-delivery of the equipment. These are detailed in the break-down of the pricing submission.

**Part Two – The Tendering Process**

## Tendering Process

Liverpool John Moores University will from now on be referred to as “LJMU” or the “Authority” for the purpose of these documents.

“Tenderer” is the person, firm or company responding to this Invitation to Tender by submitting a Tender for the consideration of LJMU. The successful Tenderer(s) will be required to work closely with LJMU to ensure the satisfactory management of any resulting agreement.

The main point of contact for the duration of this exercise is:

Katherine Orme

Deputy Procurement Manager

However, enquiries relating to this tender exercise must be submitted via the In-Tend portal and not via email or any other means of communication.

If you are interested in submitting a bid for this tender, please register on the In-Tend portal –

<https://in-tendhost.co.uk/ljmu>

### **Completing the ITT document**

In your response to LJMU questions/requirements, please do not:

* Reference your answers from one response to another, even where there is commonality
* Include publicity material of any kind in isolation, e.g., brochures and web references (unless requested)
* Include any embedded document or use Adobe and similar text packaging

Except where you are required to complete an Annex or attachment, your responses to the questions/requirements must be provided below the question or requirement statement, they must be concise and contain all the key facts you wish to articulate.

### **The Evaluation Panel**

The evaluation will be undertaken by LJMU staff. Members may evaluate part, all, or none of the submissions. The provisional evaluation panel for this agreement is:

|  |  |  |
| --- | --- | --- |
| Name | Job Title | Department |
| Alan Simm | Research Resource Manager | Faculty of Science |
| Dr Gavin McStay | Senior Lecturer | Pharmacy and Biomolecular Sciences |
| Katherine Orme | Deputy Procurement Manager | Finance |

## Part Three - Award Criteria

Tenderers who meet the standards of the Tenderer Selection Criteria and therefore have the capacity to serve LJMU will then be scored against the award criteria. It is this criterion that informs the decision for the award of the Agreement. The following award criteria will be used:

*Please note, for a bidder to be invited to clarification interview, the non-price score must be higher than the full lifecycle costings score. Failure to do so, will exclude the bidder from further participation in the procurement exercise.*

|  |  |
| --- | --- |
| **Award Criteria** | **Weighting** |
| **Price** | **40%** |
| **Quality** | **60%** |
| **Total** | **100%** |

LJMU will evaluate all Tenders on the basis of the “most economically advantageous Tender”. The Tenderer with the highest total weighted score will be considered the “most economically advantageous Tender”.

### **Part Four - Scoring Scheme**

Tenderers are to respond to all questions specified. The responses will be scored (as below) and weighted as defined on the specific questions with the total weighted score carried forward to the total.

|  |  |  |
| --- | --- | --- |
| **Score** | **Judgement** | **Performance** |
| **5** | **Excellent** | Meets all The Authority’s requirements in the area being measured in accordance with the tender documents, so that the service will be delivered in an excellent manner, that will be highly responsive to the needs of the university. |
| **4** | **Very Good** | Meets the Authority’s requirements in the area being measured well, although not completely in one or two aspects, but still so that the services will be delivered in a very good standard that will be responsive to the needs of the university. |
| **3** | **Good** | Meets The Authority’s requirements and standards in the areas being measured well, but not completely in some aspects, but still so that the services will be delivered well and in a way that is reasonably responsive to the needs of the University. |
| **2** | **Satisfactory** | Meets The Authority’s requirements in the area being measured in the majority of aspects, but fails in some fundamental aspects, so that there will be only satisfactory arrangements for the services. |
| **1** | **Unsatisfactory** | Meets the Authority’s requirements in the area being measured in some minor aspects, but fails in the majority of aspects, so that there will be unsatisfactory arrangements for the services. |
| **0** | **Abysmal** | Either no answer is given, or the Tenderer’s proposals in that area completely fail to meet The Authority’s requirements in the area being measured, or do not answer the question raised. |

## Part Five - Instructions to Tenderers

5.1 Communication must be via the “In-Tend” system.

### 5.2 Tenders must be based on the Specification contained within this ITT Document.

#### 5.3 You must insert your responses in the appropriate places and must not amend any of the existing text in any way. Any amendment to the existing text of the ITT may result in the rejection of your Tender.

#### 5.4 All costs incurred in relation to preparing and submitting a bid are to be borne by the Tenderer.

#### 5.5 You are advised that nothing herein or in any other communication made between LJMU or its Agents and any other Party, or any part thereof, shall be taken as constituting a Contract, Agreement or representation between LJMU other Party (save for a formal award of Contract made in writing by or on behalf of LJMU) nor shall they be taken as constituting a Contract, Agreement or representation that a Contract shall be offered in accordance herewith or at all.

#### 5.6 Tenders should include all completed documents and appendices (identified with the Tenderer’s Company / Organisation name). In addition, this Tender response document must be saved in MS Word and identified with your Company / Organisation name followed by the document name.

#### 5.7 The closing date for this tender is Friday 29th September 2023**.**

5.8 These instructions are designed to ensure that all Tenderers are given equal and fair consideration. It is important therefore that you provide all the information requested in the format and order specified.

5.9 If you have any doubt as to what is required from this process, please submit your query via the Intend system.

5.10 Tenderers should read the instructions carefully before completing the ITT documentation. Failure to comply with these requirements for completion and submission of the ITT response may result in the rejection of the Tender. Tenderers are advised therefore to acquaint themselves fully with the extent and nature of the agreement. These instructions constitute the Conditions of the tender exercise. Participation in this process automatically signal that the Tenderer accepts these Conditions of Participation.

### 5.11 All material issued in connection with this tender exercise shall remain the property of the Authority and shall be used only for the purpose of this procurement exercise. All Due Diligence Information shall be either returned to the Authority or securely destroyed by the Tenderer (at the Authority’s option) at the conclusion of the procurement exercise.

#### 5.12 The Tenderer shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and the Conditions of Tender.

#### 5.13 The Tenderer shall not make contact with any other employee, agent or consultant of the Authority who are in any way connected with this procurement exercise during the period of this procurement exercise, unless instructed otherwise by the Authority.

#### 5.14 The Authority shall not be committed to any course of action as a result of:

##### Issuing this ITT document or any invitation to participate in this procurement exercise;

##### an invitation to submit any Response in respect of this procurement exercise; communicating with a Tenderer or a Tenderer’s representatives or agents in respect of this procurement exercise; or

##### Any other communication between the Authority (whether directly or by its agents or representatives) and any other party.

#### 5.15 Tenderers shall accept and acknowledge that by issuing this ITT the Authority shall not be bound to accept any Tender and reserves the right not to conclude an Agreement.

#### 5.16 The Authority reserves the right to amend, add to, or withdraw, all or any part of this ITT at any time during the tendering process.

#### The content[s] of the above Sections and Appendices will be used, if your Organisation is successful in this Tender process, to form the Agreement.

#### The contents of this ITT are being made available by the Authority on condition that:

##### Tenderers shall at all times treat the contents of the ITT and any related documents as confidential, save in so far as they are already in the public domain

##### Tenderers shall not disclose, copy, reproduce, distribute, or pass any of the Information to any other person at any time or allow any of these things to happen

##### Tenderers shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender; and

##### Tenderers shall not undertake any publicity activity within any section of the media.

#### Tenderers may disclose, distribute, or pass any of the Information to the Tenderer’s advisers, sub-contractors or to another Person provided that either:

##### This is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Tenderer; or

##### The Tenderer obtains the prior written consent of the Authority in relation to such disclosure, distribution or passing of Information; or

##### The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any tender exercise arising from it; or

##### The Tenderer is legally required to make such a disclosure.

#### In paragraphs 9.1 and 9.2 above the definition of ‘Person’ includes but is not limited to any Person, firm, body or association, corporate or incorporate.

#### The Authority may disclose detailed information relating to Tenders to its officers, employees, agents or advisers and the Authority may make any of the documents available for private inspection by its officers, employees, agents or advisers. The Authority also reserves the right to disseminate information that is materially relevant to the procurement to all Tenderers, even if the information has only been requested by one Tenderer.

#### Your Agreement should remain open for acceptance for a period of 90 days from the date of submission. A Tender valid for a shorter period may be rejected.

#### Set out below is the proposed procurement timetable. This is intended as a guide and

#### whilst the Authority does not intend to depart from the timetable, it reserves the right to do so at any stage.

|  |  |
| --- | --- |
| Contracts Finder Advert Placed | Tuesday 5th August 2023 |
| Deadline to raise clarification queries | Friday 29th September 2023 |
| Closing date for receipt of tenders | Friday 6th October 2023 |
| Evaluation | Monday 9th-Friday 20th October 2023 |
| Contract Award | Friday 27th October 2023 |

#### 5.26 Unless otherwise stated in these instructions or in writing from the Authority, all communications from Tenderers (including their sub-contractors, Consortium members, consultants, and advisers), during the period of this procurement exercise, must be directed via the ‘In-Tend’ portal.

#### Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Tenders. Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their tender and all other stages of the selection and evaluation process. Under no circumstances will the Authority or any of their advisers be liable for any expenses or costs borne by Tenderers, sub-contractors, or advisers in this process.

#### Tenderers are required to complete and provide all information required by the Authority in accordance with the Conditions of Tender and the Invitation to Tender. Failure to comply with the conditions and the Invitation to Tender may lead the Authority to reject a Tender Response.

#### The returned bid should contain all the original parts of the ITT. The document must not be altered by the Tenderer in any way except where we require information to be added. The ITT document should be returned as per the Instructions.

#### Intend, including all sections that require signature and or / completion. Any modification considered necessary by the Tenderer should be detailed in a separate letter accompanying the Tender, failure to use the LJMU ITT document will invalidate the Tender. Tenders may not be considered if the complete information called for is not provided at the time of Tendering.

#### Tender submissions should be submitted via the ‘in-Tend’ portal.

#### If you submit your response through the wrong channels, or submit a late or incomplete response, LJMU will NOT be able to evaluate your Tender.

#### Tenders may be submitted any time before the closing date.

#### Tenders received after this time will be rejected.

#### The Authority at its absolute own discretion extend the closing date and the time for receipt of Tenders specified.

#### The Tender and any documents accompanying it must be in the English language.

#### Price and any financial data provided must be submitted in, or converted into, pounds sterling (GBP).

#### The Authority does not accept responsibility for the premature opening or mishandling of Tenders that are not submitted in accordance with these instructions.

#### Any Tenderer who directly or indirectly canvasses any officer, member, employee, or agent of the Authority or its members or any of its officers or members concerning the establishment of the Agreement or who indirectly obtains or attempts to obtain further information from any such officer, member, employee or agent or concerning any other Tenderer, Tender or proposed Tender will be disqualified.

#### All Tenderers must complete Appendix G – Declarations of Interest – LJMU Board of Governors and LJMU Staff.

#### Whilst the information in this ITT, Due Diligence Information and supporting documents has been prepared in good faith, it does not purport to be comprehensive, nor has it been independently verified.

#### Fixes or adjusts to the amount of its Tender by or in accordance with any agreement or arrangement with any other party: or

##### communicates to any party other than the Authority or the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security); or

##### Enters into any agreement or arrangement with any other party shall refrain from submitting a tender; or

##### Enters into any agreement or arrangement with any other party as to the amount of any Tender submitted: or

##### offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any part for doing, or having done or causing or having caused to be done in shall (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by at Tenderer may attract) be disqualified.

#### The ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a Tender or enter into the Agreement or any other Contractual Agreement.

#### The Authority shall be under no obligation to accept the lowest or any tender.

#### The Authority will endeavour to answer all questions as quickly as possible but cannot guarantee a minimum response time.

#### No further requests for clarification will be accepted after Friday 22nd September 2023.

#### Clarification requests should be submitted via the “In-Tend” system.

#### In order to ensure the equality of treatment of Tenderers, the Authority intends to publish the questions and clarifications raised by Tenderers together with the Authority’s responses (but not the source of the questions) to all participants on a regular basis.

#### Tenderers should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if the Authority at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Tenderers would potentially benefit from seeing both the query and the Authority’s response, the Authority will:

##### Invite the Tenderer submitting the query, to de-classify the query and allow the query along with the Authority’s response to be circulated to all Tenderers; or

##### Request the Tenderer, if it still considers the query to be a commercially confidential nature, to withdraw the query.

#### The Authority reserves the right not to respond to a request for clarification or to circulate such a request where it considers the answer to that request would or would be likely to prejudice its commercial interests.

#### All those Tenderers who have registered their interest will also receive updates of the clarifications received, along with an answer from the Authority.

#### The Authority reserves the right to reject or disqualify a Tenderer where:

##### The Tenderer fails to comply fully with the requirements of this Invitation to Tender or is guilty of serious misrepresentation in supplying any information required in this document; or expression of interest; or Tenderer Selection criteria; and/ or

##### The Tenderer is guilty of serious misrepresentation in relation to its Tender; expression of interest; the Tenderer Selection criteria and / or the Tender process; and / or

##### There is a change of identity, control, financial standing or other factor impacting on the selection and / or evaluation process affecting the Tenderer.

#### The Authority reserves the right to:

##### Amend the terms and conditions of the tender process

##### Cancel the evaluation process at any stage and / or:

##### Require the Tenderer to clarify its Tender in writing and / or provide additional information. (Failure to respond adequately may result in the Tenderer not being selected)

#### The Contractor recognises that LJMU has a legal and moral commitment to ensuring that LJMU, through its staff, associates, agents, service providers and suppliers, conducts its business in accordance with the highest standards of ethical behaviours, transparency, and probity. The Contractor shall, upon the request of the LJMU, provide evidence of the steps the Contractor is taking to ensure that slavery and human trafficking is not taking place in any part of the Contractor’s own business or supply chain in accordance with the provisions of the Modern Slavery Act 2015. Both LJMU and the Contractor agree that, in satisfying the requirements of this clause 25 that LJMU shall not accept a statement that the Contractor has taken no such steps as evidence that the Contractor has complied with the obligations of the Modern Slavery Act 2015. (Please refer to Appendix H)

# Part Six – Price Award Criteria

# Price - 40% overall tender weighting

The price(s) quoted must be inclusive of all costs relating to the performance of the contract for the provision of the services proposed, including any charges for expenses and delivery to any of the LJMU premises across the Liverpool City Region.

**Prices must be exclusive of UK Value Added Tax (VAT).**

|  |  |  |
| --- | --- | --- |
| Description | | Price |
| **Equipment** | Benchtop Ultracentrifuge | £ |
| Fixed angle rotor for 3.5 ml polycarbonate or polypropylene tubes circa 500 000g plus maintenance accessories | £ |
| Fixed angle rotor for 0.2 ml polycarbonate tubes circa 430000g plus maintenance accessories | £ |
| Fixed angle rotor for 1.5ml polypropylene tubes circa 180000g plus maintenance accessories | £ |
| **Servicing & maintenance** | Service contract to cover unlimited certified parts (per annum) | £ |
| Labour and travel expenses for repairs (per annum) | £ |
| Preventative maintenance visit (annual) | £ |
| Software and engineering updates (annual) | £ |
| Basic operator training and remote technical support (annual) | £ |

**Part Seven– Non-Price Related Criteria –60% overall tender weighting**

The quality and merit of each tenderer’s proposal shall be evaluated through their responses to the below questions. The total overall weighting of this section shall account for 60% of the total tender score. Each question has been provided with a weighting which equates to the total weighted score for this section.

*Please note that all responses should be inserted into the space below each question. Responses that refer to an attachment will not be evaluated unless specifically requested with zero marks being awarded for that question. A* *separate creative portfolio is required*.

|  |
| --- |
| **Question One - Assuming a protective plan is in place, what is the guaranteed response time for an onsite maintenance or repair visit?**  (10% weighting)  *Word count – no more than 500 words* |
| *Insert response* |

|  |
| --- |
| **Question Two - Does your service contract include annual training for new staff over and above post-installation training?**  (10% weighting) *Word count – no more than 500 words* |
| *Insert response* |

|  |
| --- |
| **Question Three - Does the equipment have the capability for remote diagnostic assessment via a standard internet connection?**  (10% weighting)  *Word count – no more than 1000 words* |
| *Insert response* |
| **Question Four - What security control features are available to ensure appropriate use of the system?**  (10% weighting)  *Word count – no more than 1000 words* |
| *Insert response* |

|  |
| --- |
| **Question Five - Do only approved users have control over their set programs. Is there an administrative user override to this system?**  (10% weighting)  *Word count – no more than 1000 words* |
| *Insert response* |

|  |
| --- |
| **Question Six - What other specialist rotors are available for this instrument beyond the essential rotors specified?**  (10% weighting)  *Word count – no more than 1000 words* |
| *Insert response* |

## Appendix A – Specification

Essential Criteria

* Maximum speed circa 150000 rpm
* Maximum g force circa 1019000g
* Temperature control 0-40 C
* Variable program control with minimum of 10 acceleration/deceleration storable profiles
* Fixed angle rotors to accommodate the following tubes and speeds/g forces
* 3ml polycarbonate or polypropylene 100000rpm/540000g
* 0.2 ml polycarbonate 100000rpm/436000g
* 1.5 ml polycarbonate or polypropylene 55000rpm/186000g
* Service contract to cover unlimited certified parts, labour and travel expense for repairs, one annual preventative maintenance visit, software and engineering updates, annual basic operator training and remote technical support

Ultracentrifugation is a powerful technique for separation of biological molecules and chemical products. LJMU currently possesses a floor model ultracentrifuge which is useful for preparative procedures. A benchtop ultracentrifuge would enable powerful analytical approaches for projects in biology, chemistry, and pharmaceutical science. This will also increase capacity for projects requiring ultracentrifugation procedures.

Study of: mitochondrial membrane protein complexes; inter-organelle communication; protein aggregates in muscle; macrovesicles; exosomes; nanoparticles; separation of lipoproteins.

**Appendix B - Form of Tender – Declaration by Tenderer**

To:   
Procurement Services  
Liverpool John Moores University

From:

Dear Madam,

Having examined all the documents listed below and subject to and upon the terms and conditions contained in the said documents, I/We offer to supply the Service at the rates/prices detailed in the Price Schedule enclosed.

I/We agree that this Tender, and any contract which may result from it, shall be based upon this ITT document.

I/We agree that any other terms or conditions of contract or any general reservations which may be printed on any correspondence emanating from us/me in connection with this tender exercise or with any Contract resulting from this tender exercise, shall not be applicable to the Contract.

I/We agree that any Contract that may result from this tender exercise shall be subject to the law of England and Wales as interpreted in an English Court.

Signed: Dated:

Name: Position:

Authorised to sign Tenders for & on behalf of:

# Appendix C – Form of Tender – Non – Compliance Statement

NOTE TO TENDERER:

Detail below all matters (Technical, Commercial or Contractual) in which the Tender does not comply with the requirements laid down in the Invitation to Tender documentation. Sequentially number each point in the first column for ease of reference. If required, take copies of this blank form for additional points of non-compliance. Cross reference to any supporting information provided separately.

TENDERER:

DATE: PAGE: OF:

|  |  |  |
| --- | --- | --- |
| Section No. in ITT | Matter not complied with in ITT | Extent of Non-compliance  Alternatives offered  Effect on the Tender Requirement |
|  |  |  |
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**Appendix D – Declaration of Bona Fide Bid**

From:

To:   
Procurement Services  
Liverpool John Moores University

Dear Madam,

The essence of competitive tendering is that LJMU shall receive bona fide competitive Tenders from all companies Tendering.

In recognition of this principle, we declare that this is a bona fide Tender, intended to be competitive and that we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person.

We further declare that we have not done and we undertake that we will not do any of the following acts:

1. Communicate with a person, other than the person calling for this Tender, the amount or approximate amount of the proposed Tender.
2. Enter into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted.
3. Offer to pay or give, or agree to pay or give, any sum of money or valuable consideration directly or indirectly to any person for doing of having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the requirement any act of thing of the sort described above.

In this declaration the word “person” includes any person, body or association, corporate or incorporate. The words “agreement or arrangement” include any such transaction, formal or informal, whether legally binding or not.

Signed: Dated:

Name: Position:

For and on behalf of:

# Appendix G –General Conditions of Purchase

# Appendix E – Declaration of Interest – LJMU Board of Governors and LJMU Staff

Organisations in which members of the LJMU Governing body have an interest may be invited to tender. Other parties may be assured that LJMU has in place rigorous procedures, which ensure that the external pecuniary interests of Governors are registered.

These procedures prevent Governors from participating in any discussion or decision , or receiving any privileged information relating to the placement of any contract in which they have a potential interest , until that interest is no longer under consideration for that contract.

Similarly, to the role of Governors above, LJMU staff are also bound to declare any personal interest in their dealing with suppliers.

LJMU also requires that new suppliers should indicate below if they are aware of any personal connections between their staff and LJMU

Please complete the Declaration of interest

Does your company have family /social/ financial or other connections that may affect or could be perceived to affect your impartiality when conducting business with LJMU?

YES / NO

If your answer is YES please detail your connection with LJMU in the box below

|  |
| --- |
|  |

Authorised Company Signatory (date) …………………………………………..

Please print your Name and Title ……………………………………………………………………………………

# Appendix F - Modern Slavery Act 2015

Contractors and Sub-Contractors to LJMU

The winning bidder will be expected to agree to and sign this policy on award of Contract

LJMU requires all, Contractors and Subcontractors to complete and sign this form, and return to Procurement Services –

It is a requirement of LJMU that, in performing your obligations as part of this [name agreement], you [name of the supplier/subcontractor/contractor] undertake to comply with the relevant provisions of the Modern Slavery Act 2015, as follows:

[Name] must not engage in any activity, practice or conduct that could constitute an offence under section 1, 2 or 4 of the Modern Slavery Act 2015, if such activity, practice or conduct were carried out in the UK.

[Name] will also ensure that each of its direct subcontractors and suppliers shall comply with the Modern Slavery Act 2015.

For the avoidance of doubt, it is in offence under Section 1 of the Modern Slavery Act 2015 to hold another person in slavery or servitude, or to require a person to perform forced or compulsory labour.

It is an offence under Section 2 of the Modern Slavery Act 2015 to arrange or facilitate the travel of another person with a view to that person being exploited (“human trafficking”).

It is an offence under Section 4 of the Modern Slavery Act 2015 to aid, abet, counsel or procure human trafficking.

Name …………………………………………………………………………………………..

Signature …………………………………………………………………………………………..

Company Address …………………………………………………………………………………………

Date …………………………………………………………………………………………..