Medicines Discovery Catapult

Invitation to Tender

for

The Supply and Delivery of COVID-19 Samples

Reference: 0058-ENG

Closing Date for ITT Submissions:

12:00 noon on Friday 22nd January 2021

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Definitions

**“Authority”** means the MDC, or anyone acting on behalf of the MDC, that is seeking to invite suitable candidates to participate in this procurement process.

“Conditions” means these terms and conditions within the Invitation to Tender documents and a reference to a Condition means a term or condition of these Conditions.

“Contract” means the Tenderer’s Tender and the MDC subsequent acceptance of it under Medicines Discovery Contract for the Supply & Delivery of COVID-19 Samples appendix 1 under Condition 3 incorporating these Conditions.

“Economic Operator” is a business or other organisation which supplies goods, works or services within the context of market operations as defined in the Public Contracts Regulations 2015.

“Framework Agreement” A framework agreement is an agreement with suppliers to establish Conditions governing Contracts that may be awarded during the life of the framework agreement.

**“Invitation to Tender”** means this document and the accompanying appendices inviting a supplier to participate in a Tender process, setting out the requirements and rules for that process.

**“MDC”** means Medicines Discovery Catapult Ltd (Company Number 09928547) and Medicines Discovery Catapult Services Ltd (Company Number 10305216), whose registered office is Block 35, Mereside, Alderley Park, Alderley Edge, Cheshire, SK10 4TG.

**“Potential Supplier”** is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

“Supplier” means the person, firm or company who supplies MDC as detailed on the Contract.

“Tender” means this document and the accompanying appendices, setting out the requirements and rules for the tender process.

**“Tenderer”** means the Economic Operator, as defined in the Public Contracts Regulations 2015, responding to this Invitation to Tender by submitting a response for the consideration of MDC.

**“Tender Submission”** means the tender submission submitted by the Tenderer for the provision of the goods, works or services together with allmaterials supplied to MDC by the Tenderer describing how the Tenderer proposes to deliver the goods, works or services.

**“You / Your”** means the Economic Operator, as defined in the Public Contracts Regulations 2015, responding to this Tender by submitting a response for the consideration of MDC.

1. ITT Introduction
   1. Medicines Discovery Catapult (MDC) are a national facility for collaborative R&D exploring and developing new approaches to the discovery and proof of well targeted medicines, diagnostics and biomarkers. Funded by Innovate UK, an agency of the UK government, MDC are an independent not-for-profit company bringing together a fragmented UK sector of industry, academia, charities, technologists, services, finance companies, SMEs and start-ups who together can turn good science into new, high value products. By sharing problems, rare expertise and assets we support the growth of this new community through a time of radical business and national change.
   2. This Invitation to Tender (ITT) has been issued by MDC for the establishment of a Framework Agreement for the supply and delivery of COVID-19 Samples for delivery to Oncimmune at the following address:

FAO Natalia Hudson,

Oncimmune

MediCity

D6 Thane Road

Nottingham

NG90 6BH

* 1. This ITT is in accordance with the Public Contracts Regulations 2015. The Contract Notice has been advertised in the Supplement to the Official Journal of the European Union and on Contracts Finder. The process is being conducted under the EU Procurement Directive’s Open Procedure.
  2. The ITT consists of the following documents:

**Table 1**

|  |  |
| --- | --- |
| **Document Title** | **Appendix** |
| Invitation to Tender for the Supply and Delivery of COVID-19 Samples Framework Agreement (ITT) | This document |
| Contract for the Supply and Delivery of COVID-19 Samples Framework Agreement (MDC Contract) | Appendix 1 |
| Pricing Schedule for the Supply and Delivery of COVID-19 Samples Framework Agreement (Pricing Schedule) | Appendix 2 |
| Specification for the Supply and Delivery of COVID-19 Samples Framework Agreement (Specification) | Appendix 3 |
| Scoring Mechanism | Appendix 4 |
| Reference Form | Appendix 5 |
| Intention to Tender Letter | Appendix 6 |
| Material Transfer Agreement | Appendix 7 |
| Onc-80304g SOP | Appendix 8 |

* 1. The main point of contact for this tender exercise is:

Laura Hough

Procurement Manager

Medicines Discovery Catapult

Block 35

Mereside

Alderley Park

Cheshire

SK10 4TG

[procurement@md.catapult.org.uk](mailto:procurement@md.catapult.org.uk)

* 1. Tenders shall remain open for acceptance by MDC for 120 days from the Tender deadline date. The purchase of COVID-19 Samples shall include the cost of collection, storage and delivery as well as any administrative requirements.
  2. The Supplier shall ensure they have measures in place to ensure the fulfilment of the contract in the event of any developments from Britain’s exit from the European Union (BREXIT). The Tenderer must state in their Tender Submission if there are any concerns with the Tenderer fulfilling its obligations under the contract due to BREXIT. The costs quoted in the Pricing Schedule appendix 2 are fixed for the life of the Contract and must include the costs to serve associated with the administration and management of the Contract including but not limited to; all costs associated with BREXIT, and all the points in this document, the MDC Contract appendix 1 and the Specification appendix 3.
  3. The Tender is for the establishment of a Framework Agreement for the Supply and Delivery of COVID-19 Samples. It is intended that a maximum of six (6) Suppliers will be appointed to the Framework Agreement. These will be the Tenderers who achieve the highest total scores based on the Award Criteria. If a number of Suppliers score equally and fall into joint sixth (6th) place, then all Tenderers in equal sixth (6th) place will be awarded a place on the Framework Agreement.
  4. The purchase of the COVID-19 Samples is subject to the approval of MDC funders as such the Tenderer accept and acknowledge that by issuing this Tender MDC shall not be bound to accept any Tender and reserves the right not to conclude a Framework Agreement for the Supply and Delivery of COVID-19 Samples for which Tenders are invited.
  5. MDC have a £450,000.00 budget for the collection, supply and delivery of 3000 COVID-19 samples under this Framework Agreement, however there is no guaranteed level of expenditure on this Framework Agreement.
  6. If it is deemed in MDC’s best interest to not use this Framework Agreement, MDC shall have the right to procure samples outside of this Framework Agreement.
  7. This Framework Agreement is for a 24-month period, with an option to extend for a further 12 months, or until such time as the requisite number of samples have been collected (whether this is a shorter period).
  8. Tender Submissions, the resulting Framework Agreement and any call off Contracts shall be based on the MDC Contract appendix 1.

1. ITT Instructions
   1. ITT Process
      1. The Tender is being conducted under the Open Procedure which means that it is a single stage process. This process is conducted in two parts:
         1. Selection Criteria – Stage 1. This is an evaluation of the capacity of the Tenderers to meet MDC’s requirements. This includes mandatory requirements and minimum capacity requirements.
         2. Award Criteria – Stage 2. This is an evaluation of the Tenderer’s offer to determine which is the most economically advantageous.
      2. Submissions will be assessed by the tender working party and decisions made at their discretion in accordance with the Public Contracts Regulations 2015.
      3. Selection Criteria – Stage 1
         1. Selection criteria will cover both financial and non-financial factors and will consider:
            1. Tenderer Information;
            2. Grounds for Mandatory Exclusion;
            3. Grounds for Discretionary Exclusion;
            4. Economic and Financial Standing;
            5. Technical and Professional Ability;
            6. Modern Slavery Act; and
            7. Insurances.
         2. Self-Cleaning

### The Selection Questionnaire is a self-declaration, made by the Tenderer, that the Tenderer do not meet any of the grounds for exclusion. If there are grounds for exclusion, there is an opportunity to explain the background and any measures the Tenderer has taken to rectify the situation (called self-cleaning).

### Mandatory Requirements

### The following Mandatory Requirements in table 2 are treated on a pass or fail basis. Failure to complete these, or complete them satisfactorily, will result in the Tenderers disqualification as stated in 2.2.2:

**Table 2**

|  |  |  |
| --- | --- | --- |
| **Section No** | **Tenderer Selection Criteria - Mandatory Requirements** | **Total Maximum Points Available** |
| 5.8 | Part 1 - Potential Supplier Information | For information only |
| 5.9.1 | Part 2 - Grounds for Mandatory Exclusion | Pass/Fail |
| 5.9.2 | Part 2 - Grounds for Discretionary Exclusion | Pass/Fail |
| 5.10.1.1 | Part 3 – Financial Accounts | For information only |
| 5.10.1.2 | Part 3 - Minimum Turnover | For information only |
| 5.10.2.1.8 | Part 3 – Contract Examples | For information only |
| 5.10.2.1.11 | Part 3 – Relevant Experience | Pass/Fail |
| 5.10.3 | Part 3 - Modern Slavery Act | Pass/Fail |
| 5.10.4.1 | Part 3 – Insurance | For information only |

### Selection Criteria – Technical and Professional Ability

### Section 5.10.2.1.8 Contract Examples is for information only. The Tenderer is required to provide two (2) contract examples detailed in section 5.10.2.1.8. Each of the two (2) contract examples must have been performed within the last three (3) years from the date of despatch of the OJEU notice in relation to this ITT for which the Tenderer is applying.

### MDC may request references from the organisations that the Tenderer provide in section 5.10.2.1.8 of the ITT which will be used for information only. A copy of the form sent to referees for completion can be found in Reference Form appendix 5.

### Members of the tender working party must not act as referees for the purposes of 5.10.2.1.8. Therefore, Tenderers must consult all potential referees before nomination to ensure that they are willing and able to take part.

### The response to the questions in section 5.10.2.1.11 Relevant Experience will be evaluated using the below scoring methodology:

|  |  |
| --- | --- |
| **Table 3** |  |
| **Assessment Criteria** | **Score** |
| Deficient – Response to the question (or an implicit requirement) significantly deficient or no response received. Provides no confidence of previous delivery. | 0 |
| Limited – Limited information provided, or a response that is inadequate or only partially addresses the question. Fails to provide sufficient confidence of previous delivery. | 2 |
| Acceptable – An acceptable response submitted in terms of the level of detail, accuracy and relevance. General confidence that the Tenderer was able to deliver in line with expectations | 5 |
| Comprehensive – A comprehensive response submitted in terms of detail and relevance. A good degree of confidence in the Tenderer’s previous ability through a thorough understanding. | 7 |
| Superior – As comprehensive, but to a significantly better degree, (including improvement through innovation). A high degree of confidence in the Tenderer’s ability to previously deliver. The response is well evidenced and is of a quality and level of detail and understanding that provides certainty of past delivery. | 10 |

### Failure in the Tenderer achieving a minimum score of 15 for section 5.10.2.1.11 will result in the Tenderers disqualification from the Tender process. Please see table 4 for further information:

### **Table 4**

|  |  |  |
| --- | --- | --- |
| **Section No** | **Relevant Experience** | **Maximum Points Available** |
| 5.10.2.1.11 | a | 10 |
| 5.10.2.1.11 | b | 10 |
| 5.10.2.1.11 | c | 10 |
| Total  (Pass/fail the Tenderer must achieve a total minimum score of 15 to pass 5.10.2.1.11) | | 30 |

### Where the Tenderer is intending to rely on sub contractors to perform this Contract the Tenderer should provide a relevant example where one or more of the sub contractors have delivered similar requirements. Separate examples from every subcontractor are not required.

### A full breakdown of the selection criteria scoring mechanism can be found in Selection Criteria Scoring Mechanism appendix 4.

* + - 1. Progression from Selection Stage (Stage 1) to Evaluation of Award Criteria (Stage 2)
         1. A maximum of twelve (12) Tenderers will progress to have their Award Criteria evaluated. The twelve (12) highest scoring Tenderers for 5.10.2.1.11 Relevant Experience will progress to have their Award Criteria evaluated provided that they achieve a Pass score for the following sections:

**Table 5**

|  |  |  |
| --- | --- | --- |
| **Section No** | **Tenderer Selection Criteria - Mandatory Requirements** | **Total Maximum Points Available** |
| 5.9.1 | Part 2 - Grounds for Mandatory Exclusion | Pass/Fail |
| 5.9.2 | Part 2 - Grounds for Discretionary Exclusion | Pass/Fail |
| 5.10.2.1.11 | Part 3 – Relevant Experience | Pass/Fail |
| 5.10.3 | Part 3 - Modern Slavery Act | Pass/Fail |

* + 1. Award Criteria - Part 2
       1. The award criteria is the criteria that informs the decision for the award of the Contract. The following award criteria will be used:

**Table 6**

|  |  |
| --- | --- |
| **Description** | **Weighting (%)** |
| Price | 30% |
| Quality | 70% |
| Total Weighted Score | 100% |

* + - 1. The weightings achieved for Price (30%) and Quality (70%) will be added together to calculate the total weighted score. The Tenderer who has achieved a Pass for all the questions in section 6.2.1 and has achieved the highest total weighted score (after any potential clarification interviews) will be considered the “most economically advantageous Tender” and will be awarded the Contract.
      2. All scores and weightings will be marked to two decimal places.
      3. Price 30%
         1. MDC will score a Tender Submission price by evaluating the Tenderers response to the Pricing Schedule appendix 2. Price is worth a maximum weighted score of 30%, this is separated into three areas detailed below:

**Table 7**

|  |  |
| --- | --- |
| **Price** | **Weighting** |
| Supply of mild COVID-19 Samples (as defined by the specification appendix 3) cost to include collection, storage, delivery and administration. | 10% |
| Supply of moderate COVID-19 Samples (as defined by the specification appendix 3) cost to include collection, storage, delivery and administration. | 10% |
| Supply of severe COVID-19 Samples (as defined by the specification appendix 3) cost to include collection, storage, delivery and administration. | 10% |
| Total Weighted Score for Price | 30% |

* + - * 1. Price shall be fixed for the length of the contract (24 months) and shall exclude VAT where applicable. Prices charged for products and services provided shall always be fair and reasonable and in line with prevailing industry rates.
        2. All prices provided within the Pricing Schedule appendix 2 must include the costs to serve associated with the administration and management of the Contract including but not limited to; all costs associated with Brexit, sample collection, sample storage, sample packing, sample delivery, insurance (to hand over to MDC premises), and all the points in this document, the MDC Contract appendix 1 and the Specification appendix 3. Prices quoted in the Pricing Schedule appendix 2 shall remain open for acceptance by MDC for 120 days from the Tender deadline date.
        3. Each section within the Pricing Schedule appendix 2 *must* be priced and reflect the highest discount available. If a Tenderer fails to complete or cannot provide the product / service requested MDC will attribute an average score for the product / service based on the other Tenderers scores for that particular product / service for the purpose of evaluation of the Tender. Figures inserted into the Pricing Schedule appendix 2 must be single figures and not a range of figures. If a range is entered either clarification will be sought or the highest value in the range quoted will be used for the purpose of scoring. If clarification is sought and is not provided within the timescales given, then the highest value in the range quoted will be used for the purpose of scoring. The Tenderer must only submit one (1) Tender for consideration to MDC.
        4. The lowest total price for each area will receive the maximum percentage score with other responses scored relative to the lowest total price in accordance with the following equation:

(Lowest Total Price Received / Total Price to be Scored) x % Weighting = Price Weighted Score)

* + - 1. Quality 70%
         1. MDC will score a Tender Submissions quality by evaluating the Tenderers response to section 6. Section 6.2.1 will be scored on a Pass / Fail basis, failure of the Tenderer to achieve a Pass for any questions in section 6.2.1 will result in the Tenderers disqualification from the Tender process. Each question in section 6.2.2 will be scored and has been allocated a percentage weighting please see below:

**Table 8**

|  |  |  |
| --- | --- | --- |
| **Section Number** | **Maximum score available** | **Weighting (%)** |
| 6.2.2.1 | 10 | 20 |
| 6.2.2.2 | 10 | 10 |
| 6.2.2.3 | 10 | 20 |
| 6.2.2.4 | 10 | 5 |
| 6.2.2.5 | 10 | 5 |
| 6.2.2.6 | 10 | 5 |
| 6.2.2.7 | 10 | 2.5 |
| 6.2.2.8 | 10 | 2.5 |
| Total maximum score available | 80 | 70 |

* + - * 1. The response the to the questions in 6.2.2 will be evaluated by the below scoring methodology:

|  |  |
| --- | --- |
| **Table 9** |  |
| **Assessment Criteria** | **Score** |
| Deficient – Response to the question (or an implicit requirement) significantly deficient or no response received. Provides no confidence that the issues will be addressed and managed at all in line with expectations. | 0 |
| Limited – Limited information provided, or a response that is inadequate or only partially addresses the question. Fails to meet expectations / requirements in many ways and provides insufficient confidence of delivery. | 2 |
| Acceptable – An acceptable response submitted in terms of the level of detail, accuracy and relevance. General confidence that the Tenderer will be able to deliver in line with expectations | 5 |
| Comprehensive – A comprehensive response submitted in terms of detail and relevance. A good degree of confidence in the Tenderer’s ability to do what is stated through a thorough understanding of what is being requested and response demonstrates that the Tenderer’s can do what they say they will. | 7 |
| Superior – As Comprehensive, but to a significantly better degree, or likely to result in increased quality (including improvement through innovation). A high degree of confidence in the Tenderer’s ability to deliver. The response is well evidenced and is of a quality and level of detail and understanding that provides certainty of delivery. | 10 |

* + - * 1. The weighted score for each question will be calculated accordance with the following equation:

Score Achieve by Tenderer / Maximum Score Available x % Weighting = Weighted Score

* + - * 1. The weighted score for each question in section 6.2.2 will be totalled together to give the total weighted score for quality.
      1. Clarification interview
         1. Following evaluation of the Tender Submissions award criteria (stage 2) MDC may decide to invite the Tenderer(s) to attend a clarification meeting. It would be expected that the key personal who will be responsible for delivering the Contract will be available to attend the clarification meeting. The clarification meeting will be used to clarify the Tenderers Tender Submission. A Tenderers previous achieved score may be altered as a result of clarifications provided during the clarification meeting.
  1. Evaluation
     1. The evaluation will be carried out by employees and partners of MDC who make up the tender working party. The tender working party members may evaluate part, all or none of the Tender Submissions. Furthermore, membership of this group is not fixed and will be open for MDC employees and partners throughout the evaluation and award process. Tender Submissions will be assessed by the tender working party and decisions made at their discretion in accordance with MDC policies and procedures.
     2. Please read the ITT documentation carefully before attempting to answer any questions. All parts of the ITT must be completed and supporting information and evidence must be supplied where appropriate or requested. Failure to provide the required information, make a satisfactory response to any question, or supply documentation referred to in responses, within the specified timescale, means that the Tenderer may incur a loss of points or maybe disqualified from the Tender process.
     3. All responses will be checked to ensure that all questions have been addressed and that all documents requested have been attached. In the event that a Tenderer does not provide a positive response to one or more of the questions, or a detailed reason as to why a positive response cannot be given; MDC will either exclude the Tenderer from further participation in the Tender process or, at its discretion, may seek clarification. In the case of the latter, a failure by the Tenderer to provide a satisfactory response within the deadline specified in the request for clarification may result in its disqualification from the Tender process. When a Tenderer fails to provide documents where requested; MDC may either disqualify the Tenderer from the Tender process or, at its discretion, may make a further request for copies.

### Abnormally Low Tenders

### If prices offered within the Pricing Schedule appendix 2 appear to be abnormally low in comparison to the prices of the other Tenderers, then MDC will seek clarification from the Tenderer. The Tenderer will be required to provide evidence that they can supply the product specified at the price quoted and that this price can be sustained. If You cannot provide such evidence or if the price quoted is below cost price, then MDC will treat this as an abnormally low price and this will not be evaluated and may result in Your disqualification from Tender process.

## Non-Compliance

## The Tenderer must state in section 10 Non-Compliance Statement all matters (technical, commercial or contractual) in which the Tenderers Tender Submission does not comply with the requirements laid down in the ITT document and appendices. MDC has the right to disqualify any Tenderers Tender Submission from the Tender process which submits a non-compliance statement as detailed in section 10 or does not comply with the requirements laid down in the ITT documents.

## Communication & Clarifications

## All communications / clarifications from Tenderers (including their sub-contractors, consortium members, consultants and advisers) must be directed via the correspondence function on the MDC Proactis e-tendering portal <https://procontract.due-north.com/register>, and must not be directed via email or telephone. This is to ensure that all Tenderers are treated fairly and equally and receive the same information throughout the Tender process. Each communication / clarification sent via the above portal must state **‘communication in relation to Framework Agreement for COVIS-19 Samples tender 0058-ENG’** within the correspondence. The deadline for submitting communications / clarifications is Monday 11th January 2021, communications / clarifications sent after this date, or via a route other than through the MDC Proactis e-tendering portal may not be responded to. If MDC grants an extension to the Tender Submission closing date, then a new deadline for communications / clarifications may be set. If MDC respond to a communication / clarification both the query (anonymised) and the response will be sent to all Economic Operators who have responded; have expressed an interest; or those that show an interest before the closing date for the submission of the ITT.

## It is the Tenderers responsibility to keep the contact details within the MDC Proactis e-tendering portal up to date, MDC will not be responsible for updating the Tenderers contact details. The Tenderer shall visit the MDC Proactis e-tendering portal periodically to view any new clarifications which may have been posted on the portal.

## 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 MDC at its sole discretion does not consider the query to be of a commercially confidential nature or asserts that all Tenderers would potentially benefit from seeing both the query and MDC’s response, MDC will:

## invite the Tenderer submitting the query to either declassify the query and allow the query along with MDC’s response to be circulated to all Tenderers; or

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

* + 1. MDC reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

### Canvassing

### Any Tenderer who directly or indirectly canvasses any MDC employee in regard to the Tender or the Contract may be disqualified from the Tender process.

## Intention to Submit a Tender

## Tenderers must return the Intention to Tender Letter appendix 6 via the correspondence function on the MDC Proactis e-tendering portal <https://procontract.due-north.com/register> by Monday 11th January 2021.

## Tender Submission

## In response to MDC’s questions in section 5 and 6, please do not:

## reference 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;

## include any embedded document or use Adobe and similar text packages;

## exceed the maximum word count; and/or

## alter the format (including adding / deleting cells, columns, tables) to this ITT or other MDC documents or submit any MDC documents as PDFs. External documents such as certificates may be submitted as PDFs.

## Failure to follow the instructions in 2.8.1 may result in the Tenderers disqualification from the Tender process.

## Except where requested to complete an appendix or attachment, the Tenderers response to the questions must be provided in the answer box alongside / below the question. The Tenderers Tender Submission will be marked based solely on the information provided within the answer box or requested supplementary evidence.

## Where questions state a maximum word limit, MDC will not take into account anything beyond the stated maximum. Evaluation will consider everything up to the limit but any word that are in excess will not be read or evaluated. If You include any additional appendices that contribute to exceeding the word limit these will also be disregarded.

## A completed Tender will comprise of all the documents listed in section 2.9.

### Document Checklist

### The following documents should be completed and returned as part of a Tender Submission, failure to return all of the documents may result in Your disqualification from the Tender process.

### **Table 10**

|  |  |
| --- | --- |
| **Document** | **Appendix** |
| ITT | this document |
| Pricing Schedule | appendix 2 |

* 1. ITT Submission
     1. Section 2.9 details the documents that should be completed and returned as part of the Tenderers Tender Submission. Failure to return all documents listed in table 10 may result in the Tenderers disqualification from the Tender process. The Tenderers Tender Submission **must be returned electronically via the MDC Proactis e-tendering portal** [**https://procontract.due-north.com/register**](https://procontract.due-north.com/register)**.** MDC will conduct the entire tender process via the e-tendering portal this includes hosting documents, receiving communications and tender submissions.
     2. Returns must be uploaded and submitted via the MDC Proacts e-tendering portal before the deadline which is **12.00 noon on Friday 22nd January 2021**. Tender Submissions will remain sealed in the e-tendering system until opened.
     3. If the Tenderer submits its Tender Submission through the wrong channels, or submits a late or incomplete Tender Submission, MDC may NOT be able to evaluate the Tenderers Tender Submission.
     4. Please leave sufficient time to send Your Tender Submission documents as delays / technical problems when submitting the Tender Submission will not be deemed to be a justifiable reason to consider the Tenderer Submission if submitted late.
     5. MDC may at its own absolute discretion extend the deadline for receipt of Tender Submissions.
     6. The Tender Submission and any documents accompanying it must be in the English language.
     7. Any financial data provided must be submitted in, or converted into, pounds sterling. Where official documents include financial data in an alternative currency, a sterling equivalent must be provided.

## Notification of ITT Results

## The MDC intends to advise Tenderers by 24th February 2021 via the Proactis e-tendering portal, if they have been successful, this date is not binding and may be subject to slippage.

## The MDC will issue Intention to Award letters to all Tenderers to advise them of the results of the Tender evaluation. From the date of issue of these letters, the MDC will commence a 10 day standstill period. Once this standstill period is complete, MDC will award the Contract.

## The Intention to Award letters will inform Tenderers whether the Tenderer has been successful or not and will provide details of:

## the name of the successful Economic Operator;

## the scores the Tenderer achieved;

## the scores achieved by the successful Economic Operator; and

## the standstill period end date.

## In the event the Tenderer receives an unsuccessful Intention to Award letter it will also state the comparative advantages of the responses from the successful Economic Operator.

* 1. Evidence Required
     1. Within the ITT document there are several questions where the Tenderers are asked to provide information regarding accreditations, insurances, or trade memberships (collectively known as “Qualifications”). MDC will require the successful Tenderer to provide evidence of Qualifications for example, including but not limited to, certificates. Evidence will be required prior to the award of the Contract and the award is conditional on receiving such documentation by the deadline given. Should the Tenderer be unable to provide such evidence, or it becomes apparent that the Tenderer does not hold such Qualifications, the Tenderer’s Tender Submission will be re-evaluated on this basis and may result in the Tenderers disqualification from the Tender process. In this case the Tenderers re-evaluated scores will inform the decision to award.

## Contract Award

## Following completion of the ITT process the MDC will award a Contract to the successful Tenderer. A legally binding agreement shall only come into effect when the MDC Contract appendix 1 has been signed by the authorised representatives of both Parties.

## In the event that any successful bid is from a consortium, group, SPV or other collaborative venture (e.g. a manufacturer and distributor relationship) MDC will award the Contract in such a way as to name each member of the collaborative venture and provide that they shall be jointly and severally liable under the tender, the Contract and any subsequent agreement between the Tenderer(s) and MDC. Separate Tender Submissions from individual firms that are part of a consortium, group or other collaborative venture (e.g. a manufacturer and distributor relationship) that has also submitted a Tender Submission which are judged by the tender working party to be so similar as to breach the statement of bona fide tender will be disqualified from the Tender process.

* 1. Timetable (Subject to Change)

* + 1. Please see below the timetable for the Tender process which is for guidance only and is subject to slippage:

**Table 11**

|  |  |
| --- | --- |
| **Stage** | **Date** |
| Contract Notice Issued | Wednesday 17th December 2020 |
| Clarification Period Opens | Wednesday 17th December 2020 |
| Intention to Tender Deadline | Monday 11th January 2021 |
| Clarification Period Ends | Monday 11th January 2021 |
| Deadline for Tender Submissions | 12.00 noon on Friday 22nd January 2021 |
| Notification of Intention to Award | Wednesday 24th February 2021 |
| Award Date | Tuesday 9th March 2021 |

## 

## Contracting Arrangements (Third Parties and Consortia)

## It is important that the Tender documentation is completed accurately to enable MDC to establish a full understanding of the proposed approach to the Framework Agreement for the Supply and Delivery of COVID-19 Samples

## The Tender Submission must be completed in the name and representative of the Economic Operator (typically a company or similar legal entity) that will ultimately enter into a Contract with MDC and therefore assumes liability for the Framework Agreement for the Supply and Delivery of COVID-19 Samples

## MDC is happy to receive Tender Submissions from Economic Operators collaborating as a consortium or subcontracting elements of its obligations. Where such an approach is adopted the guidance set out in 3.7, 3.8, 3.9 or 3.10 must be followed. All parties to a consortium or sub-contractors that will be relied upon to meet the selection criteria must complete and return Part 1 and Part 2 of the Selection Criteria. Part 3 should be completed on behalf of the consortium or subcontractors and returned as part of a composite bid

## There are four scenarios that are detailed in the information below. These are;

## Bidding as a Prime Contractor using third parties to deliver some of the services; or

## Bidding as a Prime Contractor but operating as a managing agent using third parties to deliver all of the services; or

## Bidding as a Consortium but not proposing to create a new legal entity; or

## Bidding as a Consortium and intending to create a Special Purpose Vehicle (SPV).

* 1. MDC recognises that arrangements in relation to consortia and sub-contracting may be subject to future change. Tenderers should therefore respond in the light of such arrangements as are currently envisaged. Tenderers are reminded that any future change in relation to consortia and sub-contracting must be notified to MDC so that it can make a further assessment by applying the selection criteria to the new information provided.
  2. Economic Operators who are bidding as a parent company with the intention to allow the parent company and/or its subsidiaries to service this Contract, must bid as a Consortium and satisfy the requirements of 3.9.
  3. Bidding as a Prime Contractor using third parties to deliver some of the requirement
     1. If a Tenderer is bidding as the Prime Contractor and will use third parties to provide some of the requirements in accordance with the ITT, the Tenderer must inform MDC in its submission.

* + 1. Details should be provided detailing the names of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for. This information should be disclosed in 5.8.2 Selection Criteria – Potential Supplier Information Bidding Model.
    2. The Tender Submission must clearly identify in response to any question, when it is relying on a subcontractor, the name of the particular subcontractor and explain the subcontractor’s capability and experience as the context of the question requires.
    3. MDC does not require all subcontractors to be disclosed. It only requires a Tenderer to disclose those subcontractors who directly contribute to the Tenderer's ability to meet its obligations under the Contract. There is no need to specify those subcontractors providing general services to the Tenderer (such as logistics providers, marketing partners etc) that indirectly enable the Tenderer to perform the Contract.

### Bidding as a Prime Contractor but operating as a managing agent using third parties to deliver all of the requirement.

### If a Tenderer is bidding as the Prime Contractor, operating as a managing agent and will use third parties to provide all of the requirements in accordance with the ITT, the Tenderer must inform MDC in its submission.

### Details should be provided detailing the names of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for. This information should be disclosed in 5.8.2 Selection Criteria – Tenderer Information Bidding Model.

### The Tender Submission must clearly identify in response to any question that it is relying on a third party; the name of the particular subcontractor and explain the subcontractor’s capability and experience as the context of the question requires.

### MDC requires that all subcontractors are disclosed where they will directly contribute to the Tenderer's ability to meet its obligations under the Contract. There is no need to specify those subcontractors providing general services to the Tenderer (such as logistics providers, marketing partners etc) that indirectly enable the Tenderer to perform the Contract.

* 1. Bidding as a Consortium but not proposing to create a new legal entity
     1. If a group of Economic Operators are bidding as a consortium to provide all of the requirements in accordance with the ITT, the Tenderer must inform MDC in its submission. This includes Tenderers who are a parent company as outlined in 3.6.
     2. Details should be provided detailing the names of the each member of the Consortium, the percentage of work being delivered by each member and the key contract deliverables each member will be responsible for. This information should be disclosed in 5.8.2 Selection Criteria – Potential Supplier Information Bidding Model.
     3. The Tender Submission must clearly identify the Consortium member/s that are referred to in answer to any question. The Tenderer must provide the name of the particular consortium member and explain the consortium member’s capability and experience as the context of the question requires.
     4. The Economic and Financial Standing of the Consortium will be evaluated based on each individual member. The accounts of each member should be provided and assessment as indicated in the scoring mechanism will be carried out on each member. Each member is therefore required to achieve a pass mark. Where a member does not achieve a pass mark they must be replaced prior to the award of the Contract. The Contract will not be awarded to the Consortium until the “unsuccessful” member has been removed and/or replaced.
     5. All parties will be required to sign the resultant Contract and assume joint and several responsibility for performance of the Contract.
  2. Bidding as a Consortium and intending to create a Special Purpose Vehicle (SPV).
     1. If a group of Economic Operators are bidding as a Consortium and intending to create a SPV to provide all of the requirements in accordance with the ITT, the Tenderer must inform MDC in its submission.

* + 1. Details should be provided detailing the names of the each member of the Consortium, the percentage of work being delivered by each member and the key contract deliverables each member will be responsible for. This information should be disclosed in 5.8.2 Selection Criteria – Potential Supplier Information Bidding Model.
    2. The Tender Submission should clearly identify the Consortium member(s) that are referred to in answer to any question. The Tenderer must provide the name of the particular consortium member and explain the consortium member’s capability and experience as the context of the question requires.
    3. Where the SPV will be created for the purposes of the Contract and has no previous trading history; the Economic and Financial Standing of the SPV will be evaluated based on each individual member. The accounts of each member should be provided and assessment as indicated in the scoring mechanism will be carried out on each member. Each member is therefore required to achieve a pass mark. Where a member does not achieve a pass mark they must be replaced prior to the award of the Contract. The Contract will not be awarded to the Consortium until the “unsuccessful” member has been removed and/or replaced.
    4. Where the SPV already operates and has sufficient previous trading history; the Economic and Financial Standing of the SPV will be evaluated based on the accounts provided for that named SPV and assessment as indicated in the scoring mechanism will be carried out on the SPV. Where this information is limited the SPV may be asked to nominate a guarantor for the performance of the Contract. The Economic and Financial Standing of the guarantor will need to be evaluated prior to award.
    5. The SPV will ultimately enter into the Contract with MDC and will be required to sign the resultant MDC Contract appendix 1 and will assume joint and several responsibilities for performance of the Contract.

## Conditions of Tender

## MDC shall not be committed to any course of action as a result of:

## issuing this ITT or any invitation to participate in this Tender exercise;

## an invitation to submit any response in respect of this Tender exercise;

## communicating with a Tenderer or a Tenderer’s representatives or agents in respect of this Tender exercise; or

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

* 1. Tenderers shall accept and acknowledge that by issuing this Tender MDC shall not be bound to accept any Tender and reserves the right not to conclude a Framework Agreement for the Supply and Delivery of COVID-19 Samples for which Tenders are invited nor does it constitute an offer to enter into a contractual relationship.
  2. MDC reserves the right to amend, add to or withdraw all or any part of this ITT at any time during the procurement exercise.
  3. MDC relies on Tenderers’ own analysis and review of information provided. Consequently, Tenderers are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Tender Submission and to undertake any investigations they consider necessary in order to verify any information provided to them during the Tender process.

### Disclaimers

### Whilst the information in this ITT and supporting documents has been prepared in good faith, it has not been independently verified and it does not purport to be comprehensive or to contain all the information that a prospective Tenderer may require. Tenderers are responsible for making such checks and investigations as they consider appropriate. The supply of the information provided to Tenderers does not constitute an obligation to give further information or to update the information provided or to correct any information that is incomplete or inaccurate.

### The information provided is not, nor is it to be taken as, the giving of investment advice by the MDC nor is it an invitation or inducement to engage in investment activity.

### Any persons considering making a decision to enter into contractual relationship with MDC following receipt of the ITT should make their own investigations and their own independent assessment of MDC and its requirements for the Framework Agreement for the Supply and Delivery of COVID-19 Samples and should seek their own professional financial and legal advice. Tenderers should notify MDC promptly of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents and/or any other information issued to them during the procurement process.

### Representation, Warranty or Responsibility

### MDC nor their advisors, nor their respective Board Members, Managing Directors, Officers, partners, employees, other staff nor agents:

### makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or

### makes any representation or give any warranty, express or implied, with respect to this document or any matter on which it is based (including, without limitation, any financial details). Any liability is therefore expressly disclaimed; or

### accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication. The subject matter of this document shall only have any contractual effect when it is covered and contained in the express terms of an executed contract.

### Collusive Behaviour

### Except in the event You are submitting a consortium bid; any Tenderer who:

### fixes or adjusts the amount of its Tender Submission by or in accordance with any agreement or arrangement with any other party; or

### communicates to any party other than MDC the amount or approximate amount of its proposed Tender Submission or information which would enable 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 Submission or insurance or any necessary security); or

### enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender Submission; or

### enters into any agreement or arrangement with any other party as to the amount of any Tender Submission; 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 party for doing or having done or causing or having caused to be done in shall (without prejudice to any other civil remedies available to MDC and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified.

### No Inducement or Incentive

### The Tender 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 Contract or any other contractual agreement.

### Error, omission or misrepresentation

### It should be noted that any information given at this stage by the Tenderer will be subject to verification at later stages of the Tender process. If any error, omission or misrepresentation is discovered, the MDC reserves the right to disqualify the Tenderer from further participation in the process, no matter what stage the process has reached.

### If the Tenderer seriously misrepresents any factual information in completing their Tender Submission, and so induce MDC to enter into a Contract, there may be significant consequences. The Tenderer may be excluded from the Tender process, and from bidding for other contracts for three (3) years. If a Contract has been entered into the Supplier may be sued for damages and the Contract may be rescinded. If fraud, or fraudulent intent, can be proved, the Tenderer or its responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and the Tenderer must be excluded from further procurements for a period of five (5) years.

### Acceptance and Admission to the Contract

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

### The Tenderer in submitting the Tender Submission undertakes that in the event of the Tender Submission being accepted by MDC and MDC confirming in writing such acceptance to the Tenderer, the Tenderer will within 30 days of being called upon to do so by MDC execute the Contract in the form set out in the MDC Contract appendix 1.

### Conclusion of the Contract

### MDC shall be under no obligation to accept the lowest or any Tender.

* 1. Confidentiality during the Tender Process
     1. Subject to the exceptions referred to in paragraph 4.13, the contents of this ITT are being made available by MDC on condition that:
        1. Tenderers shall at all times treat the contents of the Tender documents (together called the ‘Information’) as confidential, save in so far as they are already in the public domain;
        2. 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;
        3. 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
        4. Tenderers shall not undertake any publicity activity within any section of the media.
     2. All material issued in connection with this Tender shall remain the property of MDC and shall be used only for the purpose of this Tender exercise. All due diligence information shall be either returned to MDC or securely destroyed by the Tenderer (at MDC’s option) at the conclusion of the Tender exercise.

### Disclosure

* + 1. Tenderers may disclose, distribute or pass any of the Information to the Tenderer’s advisers, sub-contractors or to another Person provided that either:
       1. 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
       2. The Tenderer obtains the prior written consent of MDC in relation to such disclosure, distribution or passing of Information; or
       3. The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the Tender of the Contract; or
       4. The Tenderer is legally required to make such a disclosure.
    2. In paragraphs 4.13.1 and 4.13.1.1 above the definition of ‘Person’ includes but is not limited to any person, firm, body or association, corporate or incorporate.
    3. MDC may disclose detailed information relating to Tenderer’s and their Tender Submissions to its Funders, Board Members, Managing Directors, Officers, employees, agents or advisers and MDC may make any of the Contracts available for private inspection by its Funders, Board Members, Managing Directors, Officers, employees, agents or advisers.

### Freedom of Information & Environmental Information Regulations

### The Tenderer acknowledges that MDC’s funder, Innovate UK is subject to the Freedom of Information Act, (FOIA), and the Environmental Information Regulations (EIR), and the Tenderer agrees to assist and co-operate with Innovate UK and/or MDC as the case may be (at the Tenderer’s expense) to enable Innovate UK and MDC to comply with the following Information disclosure requirements relating to the Contract. The Supplier shall and shall ensure that its subcontractors shall:

#### transfer any Request for Information to MDC as soon as practicable after receipt and in any event within two Business Days of receiving a Request for Information;

#### provide Innovate UK and/or MDC with a copy of all Information in the Supplier’s possession or power in the form that Innovate UK and/or MDC require within five (5) Business Days (or such other period as Innovate UK and/or MDC may specify) of Innovate UK and/or MDC requesting that Information; and

#### provide all necessary assistance as reasonably requested by Innovate UK and/or MDC to enable Innovate UK and/or MDC to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA.

## Innovate UK and/or MDC shall be responsible for determining at our absolute discretion whether:-

### the Information is exempt from disclosure under, the FOIA and the Environmental Information Regulations;

### the Information is to be disclosed in response to a Request for Information, and in no event shall the Supplier or the Supplier’s subcontractors respond directly to a Request for Information unless expressly authorised to do so by Innovate UK and/or MDC;

### the Supplier acknowledges that Innovate UK and/or MDC, acting in accordance with the FOIA, or the Environmental Information Regulations be obliged to disclose Information:-

##### without consulting with the Supplier; or

##### following consultation with the Supplier and having taken Supplier’s views into account.

### the Supplier shall ensure that all Information produced in the course of this Contract or relating to this Contract is retained for disclosure and shall permit Innovate UK and/or MDC to inspect such records as requested from time to time;

### the Supplier acknowledges that any lists or schedules provided by the Supplier outlining Confidential Information are of indicative value only and that Innovate UK and/or MDC may nevertheless be obliged to disclose Confidential Information in accordance with this Condition.

* 1. These instructions constitute the Conditions of Tender. Participation in the Tender process automatically signals that the Tenderer accepts these Conditions.

1. Standard Selection Questionnaire (Stage 1)

* 1. Failure to complete this section may result in the Tenderers disqualification from the Tender process as stated in 2.2.2.
  2. Please read section 2.1.3 and the Scoring Mechanism Appendix 4 for a detailed breakdown of all scores and the applicable scoring methodology.
  3. The standard Selection Questionnaire is a self-declaration, made by You (the potential supplier), that You do not meet any of the grounds for exclusion. If there are grounds for exclusion, there is an opportunity to explain the background and any measures You have taken to rectify the situation (this is called self-cleaning).
  4. A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that You will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where You are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that You rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).
  5. For Part 3 if You are bidding on behalf of a group, for example, a consortium, or You intend to use sub-contractors, You should complete all of the questions on behalf of the consortium and/or any sub-contractors, providing one composite response and declaration.
  6. If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay MDC reserve the right to amend the contract award decision and award to the next compliant bidder.
  7. Any financial accounts or statements provided must be in English and in UK Sterling.
  8. Part 1 - Potential Supplier Information

|  |  |  |
| --- | --- | --- |
| 5.8.1 (a) | Full name of the potential supplier submitting the information |  |
| 5.8.1 (b)(i) | Registered office address (if applicable) |  |
| 5.8.1 (b)(ii) | Registered website address (if applicable) |  |
| 5.8.1 (c) | Trading status   1. Public limited company 2. Limited company 3. Limited liability partnership 4. Other partnership 5. Sole trader 6. Third sector 7. Other (please specify Your trading status) |  |
| 5.8.1 (d) | Date of registration in country of origin |  |
| 5.8.1 (e) | Company registration number (if applicable) |  |
| 5.8.1 (f) | Charity registration number (if applicable) |  |
| 5.8.1 (g) | Head office DUNS number (if applicable) |  |
| 5.8.1 (h) | Registered VAT number |  |
| * + 1. (i)(i) | If applicable, is Your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? | Yes  No  N/A |
| 5.8.1 (i)(ii) | If You responded yes to 5.8.1 (i)(i), please provide the relevant details, including the registration number(s) |  |
| 5.8.1 (j)(i) | Is it a legal requirement in the state where You are established for You to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? | Yes  No |
| 5.8.1 (j)(ii) | If You responded yes to 5.8.1 (j)(i), please provide additional details of what is required and confirmation that You have complied with this. |  |
| 5.8.1 (k) | Trading name(s) that will be used if successful in this procurement. |  |
| 5.8.1 (l) | Relevant classifications (state whether You fall within one of these, and if so which one)   1. Voluntary Community Social Enterprise (VCSE) 2. Sheltered Workshop 3. Public Service Mutual |  |
| 5.8.1 (m) | Are You a Small, Medium or Micro Enterprise (SME)? | Yes  No |
| 5.8.1 (n) | Details of Persons of Significant Control (PSC), where appropriate:  -Name;  -Date of birth;  -Nationality;  -Country, state or part of the UK where the PSC usually lives;  -Service address;  -The date he or she became a PSC in relation to the company (for existing companies the 6th April 2016 should be used);  -Which conditions for being a PSC are met;  -Over 25% up to (and including) 50%  -More than 50% and less than 75%,  -75% or more.0  (please enter N/A if not applicable) |  |
| 5.8.1 (o) | Details of immediate parent company:  -Full name of the immediate parent company  -Registered office address (if applicable)  -Registration number (if applicable)  -Head office DUNS number (if applicable)  -Head office VAT number (if applicable)    (Please enter N/A if not applicable) |  |
| 5.8.1 (p) | Details of ultimate parent company:  -Full name of ultimate parent company  -Registered office address (if applicable)  -Head office DUNS number (if applicable)  -Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons in significant control of them.

## Bidding Model

## Please provide the following information about Your approach to this procurement;

|  |  |  |
| --- | --- | --- |
| 5.8.2.1 (a) (i) | Are You bidding as the lead contact for a group of economic operators? | Yes  No  If yes, please provide details listed in questions 5.8.2.1 (a) (ii), (a) (iii), 5.8.2.1 (b) (i), b (ii), 5.8.3 and sections 5.9 – 5.10.  If no, and You are a supporting bidder please provide the name of Your group at 5.8.2.1 (a) (ii) for reference purposes, and complete 5.8.3 and section 5.9 and 5.10. |
| 5.8.2.1 (a) (ii) | Name of group of economic operators (if applicable) |  |
| 5.8.2.1 (a) (iii) | Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If You do not propose to form a single legal entity, please explain the legal structure. |  |
| 5.8.2.1 (b)(i) | Are You or, if applicable, the group of economic operators proposing to use sub-contractors | Yes  No |
| 5.8.2.1 (b)(ii) | If You responded yes to 5.8.2.1 (b)(i) please provide additional details for each sub-contractor in the below table: we may ask them to complete this form as well. | |
| |  |  |  |  |  | | --- | --- | --- | --- | --- | | Name |  |  |  |  | | Registered  Address |  |  |  |  | | Trading Status |  |  |  |  | | Company Registration Number |  |  |  |  | | Head Office DUNS number (if applicable) |  |  |  |  | | Registered VAT number |  |  |  |  | | Type of Organisation |  |  |  |  | | SME (Yes/No) |  |  |  |  | | The role each sub-contractor will take in providing the works and/or supplies e.g. key deliverables |  |  |  |  | | The approximate % of contractual obligations assigned to each sub-contractor |  |  |  |  | | | |

## Contact Details and Declaration

* + - 1. I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.
      2. I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.
      3. I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement.
      4. I understand that the Authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.
      5. I am aware of the consequences of serious misrepresentation.

|  |  |  |
| --- | --- | --- |
| 5.8.3.6 (a) | Contact name |  |
| 5.8.3.6 (b) | Name of organisation |  |
| 5.8.3.6 (c) | Role in organisation |  |
| 5.8.3.6 (d) | Phone number |  |
| 5.8.3.6 (e) | E-mail address |  |
| 5.8.3.6 (f) | Postal address |  |
| 5.8.3.6 (g) | Signature (electronic is acceptable) |  |
| 5.8.3.6 (h) | Date |  |

* 1. Part 2 – Exclusion Grounds
     1. Grounds for Mandatory Exclusion

|  |  |  |
| --- | --- | --- |
| 5.9.1.1  (a) | Regulations 57 (1) and (2)  The detailed grounds for mandatory exclusion of an organisation are set out on this [webpage](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past five years You, Your organisation or any other person who has powers of representation, decision or control in the organisation has been convicted anywhere in the world of any of the offences within the summary below and listed on the [webpage.](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf) | |
| (i) | Participation in a criminal organisation | Yes  No  If yes please provide details below in 5.9.1.1 (b) |
| (ii) | Corruption | Yes  No  If yes please provide details below in 5.9.1.1 (b) |
| (iii) | Fraud | Yes  No  If yes please provide details below in 5.9.1.1 (b) |
| (iv) | Terrorist offences or offences linked to terrorist activities | Yes  No  If yes please provide details below in 5.9.1.1 (b) |
| (v) | Money laundering or terrorist financing | Yes  No  If yes please provide details below in 5.9.1.1 (b) |
| (vi) | Child labour and other forms of trafficking in human beings | Yes  No  If yes please provide details below in 5.9.1.1 (b) |
| 5.9.1.1 (b) | If You have answered yes to one or more sections of question 5.9.1.1 (a), please provide further details:  Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction.  Identity of who has been convicted  If the relevant documentation is available electronically please provide the web address, issuing Authority, precise reference of the documents. |  |
| 5.9.1.1 (c) | If You have answered yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning) | Yes  No |

|  |  |  |
| --- | --- | --- |
| 5.9.1.2  (a) | Regulation 57(3)  Has it been established, for Your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | Yes  No |
| 5.9.1.2 (b) | If You have answered yes to questions 5.9.1.2 (a), please provide further details. |  |
| 5.9.1.2  (c) | If You have answered yes to question 5.9.1.2 (a), please also confirm You have paid or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. | Yes  No |

Please Note: The Authority reserves the right to use its discretion to exclude a potential supplier where the Authority can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payments of taxes or social security contributions.

* + 1. Grounds for Discretionary Exclusion

|  |  |  |
| --- | --- | --- |
| 5.9.2.1 (a) | **Regulation 57 (8)**  The detailed grounds for discretionary exclusion of an organisation are set out on this [webpage](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to You, Your organisation or any other person who has powers of representation, decision or control in the organisation. | |
| 5.9.2.1  (a) (i) | Breach of environmental obligations? | Yes  No  If yes please provide details below in 5.9.2.1 (b) |
| 5.9.2.1  (a) (ii) | Breach of social obligations? | Yes  No  If yes please provide details below in 5.9.2.1 (b) |
| 5.9.2.1  (a) (iii) | Breach of labour law obligations? | Yes  No  If yes please provide details below in 5.9.2.1 (b) |
| 5.9.2.1  (a) (iv) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State? | Yes  No  If yes please provide details below in 5.9.2.1 (b) |
| 5.9.2.1  (a) (v) | Guilty of grave professional misconduct? | Yes  No  If yes please provide details below in 5.9.2.1 (b) |
| 5.9.2.1  (a) (vi) | Entered into agreements with other economic operators aimed at distorting competition? | Yes  No  If yes please provide details below in 5.9.2.1 (b) |
| 5.9.2.1  (a) (vii) | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure? | Yes  No  If yes please provide details below in 5.9.2.1 (b) |
| 5.9.2.1  (a) (viii) | Been involved in the preparation of the procurement procedure? | Yes  No  If yes please provide details below in 5.9.2.1 (b) |
| 5.9.2.1  (a) (ix) | 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 contact, damages or other comparable sanctions? | Yes  No  If yes please provide details below in 5.9.2.1 (b) |
| 5.9.2.1  (a) (x)  5.9.2.1  (a) (xi)  5.9.2.1 (a) (xii)  5.9.2.1 (a) (xiii) | Please answer the following statements  The organisation is 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.  The organisation has withheld such information  The organisation is not able to submit supporting documents required under regulation 59 of the public contacts regulation 2015  The organisation has influenced the decision-making process of the Contracting Authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or negligently provided misleading information that may have a material influence or decisions concerning exclusion, selection or award. | Yes  No  If yes please provide details below in 5.9.2.1 (b)  Yes  No  If yes please provide details below in 5.9.2.1 (b)  Yes  No  If yes please provide details below in 5.9.2.1 (b)  Yes  No  If yes please provide details below in 5.9.2.1 (b) |
| 5.9.2.1 (b) | If You have answered yes to questions 5.9.2.1 (a), please provide further details. |  |
| 5.9.2.1 (c) | If You have answered yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning) |  |

* 1. Part 3 – Selection Questions
     1. Ecomonic and Financial Standing

|  |  |  |
| --- | --- | --- |
| 5.10.1.1 Financial Accounts | | |
| 5.10.1.1 (a) | Are You able to provide a copy of Your audited accounts for the last two years, if requested? | Yes  No  If no please complete below in 5.10.1.1 (b) |
| 5.10.1.1 (b) | If no, can You provide **one** of the following: answer Y/N in the relevant box? |  |
| 5.10.1.1 (b) (i) | A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation. | Yes  No |
| 5.10.1.1 (b) (ii) | A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. | Yes  No |
| 5.10.1.1 (c) | If no can You provide alternative means of demonstrating financial status (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). | Yes  No |

|  |  |  |
| --- | --- | --- |
| 5.10.1.2 Minimum Turnover | | |
| 5.10.1.2.1 | Please advise Your financial turnover for Your most recent financial year. |  |

|  |  |  |
| --- | --- | --- |
| 5.10.1.3 Group Structure | | |
| 5.10.1.3 (a) | If You have indicated in the selection questionnaire question 5.8.1 and 5.8.2 that You are a part of a wider group, please provide further details below: | |
| 5.10.1.3 (a) (i) | Name of Organisation |  |
| 5.10.1.3 (a) (ii) | Relationship to the Supplier completing these questions |  |
| 5.10.1.3 (a)(iii) | Group structure providing names of the other companies within the group |  |
| 5.10.1.3 (b) | Are You able to provide parent company accounts if requested at a later stage? | Yes  No |
| (i) | If yes, would the parent company be willing to provide a guarantee if necessary? | Yes  No |
| (ii) | If no, would You be able to obtain a guarantee elsewhere (e.g. from a bank)? | Yes  No |

* + 1. Technical and Professional Ability
       1. Relevant Experience and Contract Examples
          1. Please provide details of up to two (2) contracts, in any combination from either the public or the private sector; voluntary, charity or social enterprise (VCSE) that are relevant to MDC’s requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three (3) years. Or Works contracts may be from the past five (5) years.
          2. The named contact provided in 5.10.2.1.8 should be able to provide written evidence to MDC to confirm the accuracy of the information provided below.
          3. Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a special purpose vehicle is to be created for this contract) then two (2) separate examples should be provided between the principal member(s) of the proposed consortium or special purpose vehicle (two (2) examples are not required from each member).
          4. Where the supplier is a Special Purpose Vehicle, or managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.
          5. In the “Description of Contract” section below; in no more than 500 words, please provide a brief description of the contract delivered to this referee including the scope and relevant capabilities required to deliver the contract. The information provided in this section will be copied and pasted into a reference form and confirmation requested from the named referee provided.

### Section 5.10.2.1.8 is for information only, however failure to complete section 5.10.2.1.8 may lead to your disqualification from the Tender process. A sample reference form is provided in Reference Form appendix 5. Section 5.10.2.1.11 is scored please see section 2.1.3 and Scoring Mechanism appendix 4 for further information. Failure in the Tenderer achieving a minimum score of 15 for section 5.10.2.1.11 will result in the Tenderers disqualification from the Tender process.

* + - * 1. If You cannot provide examples see question 5.10.2.1.10.

|  |  |  |
| --- | --- | --- |
| 5.10.2.1.8 Contract Examples | | |
|  | Contract 1 | Contract 2 |
| Name of customer organisation |  |  |
| Point of contact in the organisation |  |  |
| Position in the organisation |  |  |
| E-mail address |  |  |
| Telephone Number |  |  |
| \*Description of contract (maximum 500 words) |  |  |
| Contract start date |  |  |
| Contract completion date |  |  |
| Estimated contract value |  |  |

|  |
| --- |
| 5.10.2.1.9 Sub-Contractor Relationship |
| Where You intend to sub-contract a proportion of the contract, please demonstrate how You have previously maintained healthy supply chains with Your sub-contractor(s)  Evidence should include, but is not limited to, details of Your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries) |
|  |

|  |
| --- |
| 5.10.2.1.10 Alternative Explanation |
| If You cannot provide at least one example for questions 5.10.2.1.8, in no more than 500 words please provide an explanation for this e.g. Your organisation is a new start-up or You have provided services in the past but not under a contract. |
|  |

|  |  |  |
| --- | --- | --- |
| 5.10.2.1.11 Relevant Experience | | *Please provide Your response in the answer box below.* |
| (a) | What is the largest sample size you have previously collected for a single project, please give further details of the size and complexity of the project(s)? | (maximum 500 words) |
| (b) | How have you previously demonstrated a quick turnaround of sample supply on a similar project?  Please share your full end to end process from collection to including logistics/shipping. | (maximum 500 words) |
| (c) | Please provide details of your experience of collection of samples from a similar outbreak? E.g. SARS | (maximum 500 words) |

|  |  |  |
| --- | --- | --- |
| 5.10.3 Modern Slavery Act 2015  Requirements under Modern Slavery Act 2015 | | |
| 5.10.3(a) | Are You a relevant commercial organisation as defined by section 54 (“Transparency in supply chains etc.”) of the Modern Slavery Act 2015 (“the Act”)? | Yes  No |
| 5.10.3(b) | If You have answered yes to question 5.10.3 (a) are You compliant with the annual reporting requirements contained with section 54 of the act 2015? | Yes  Please provide the relevant URL to view the statement    No  Please provide an explanation |

* + 1. Additional Questions

Suppliers who self-certify that they meet requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

|  |  |
| --- | --- |
| 5.10.4.1 Insurance | |
| Please self-certify whether You already have, or can commit to obtain prior to the commencement of the contract, the levels of insurance cover indicated below: | |
| Employers (Compulsory) Liability Insurance = £5,000,000.00 | Yes  No |
| Public Liability Insurance = £2,000,000.00 | Yes  No |
| Professional Indemnity Insurance = £1,000,000.00 | Yes  No |
| Product Liability Insurance = £2,000,000.00 | Yes  No |
| \*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. | |

1. Award Criteria (Stage 2)
   1. Failure to complete this section may result in the Tenderers disqualification from the Tender process as stated in 2.2.2.
   2. Please complete the below questions. Please read section 2.1.4 and the Scoring Mechanism Appendix 4 for a detailed breakdown of all scores and the applicable scoring methodology.
      1. Pass / Fail Award Criteria

|  |  |  |
| --- | --- | --- |
| 6.2.1.1 | Have You previously collected clinical samples?  *(Failure to answer Yes will result in Your disqualification from the Tender process)* | Yes  No |

|  |  |  |
| --- | --- | --- |
| 6.2.1.2 | Are You able to supply 1ml of each sample as outlined in the Specification appendix 3 under this Framework Agreement?  *(Failure to answer Yes will result in Your disqualification from the Tender process)* | Yes  No |

|  |  |  |
| --- | --- | --- |
| 6.2.1.3 | Have the samples You will supply under this Framework Agreement been stored for no longer than 4 weeks at 4°C before being frozen?  *(Failure to answer Yes will result in Your disqualification from the Tender process)* | Yes  No |

|  |  |  |
| --- | --- | --- |
| 6.2.1.4 | Have the samples You will supply under this Framework Agreement been collected in red top serum or lavender top EDTA plasma tubes?  *(Failure to answer Yes will result in Your disqualification from the Tender process)* | Yes  No |

|  |  |  |
| --- | --- | --- |
| 6.2.1.5 | Have the samples You will supply under this Framework Agreement had the virus inactivated?  *(Failure to answer Yes will result in Your disqualification from the Tender process)* | Yes  No |

|  |  |  |
| --- | --- | --- |
| 6.2.1.6 | Will the sample You supply under this Framework Agreement be shipped on dry-ice and labelled and packaged in accordance with UN3373?  *(Failure to answer Yes will result in Your disqualification from the Tender process)* | Yes  No |

|  |  |  |
| --- | --- | --- |
| 6.2.1.7 | Will You provide the gender of donor for all samples supplied under this Framework Agreement?  *(Failure to answer Yes will result in Your disqualification from the Tender process)* | Yes  No |

|  |  |  |
| --- | --- | --- |
| 6.2.1.8 | Will You provide the age of donor for all samples supplied under this Framework Agreement?    *(Failure to answer Yes will result in Your disqualification from the Tender process)* | Yes  No |

|  |  |  |
| --- | --- | --- |
| 6.2.1.9 | Will You provide all medication details as per the Specification appendix 3 of the donor for all samples supplied under this Framework Agreement?  *(Failure to answer Yes will result in Your disqualification from the Tender process)* | Yes  No |

|  |  |  |
| --- | --- | --- |
| 6.2.1.10 | Will You provide the COVID-19 Diagnostic Test Result for all samples supplied under this Framework Agreement?  *(Failure to answer Yes will result in Your disqualification from the Tender process)* | Yes  No |

|  |  |  |
| --- | --- | --- |
| 6.2.1.11 | Will You provide the underlying health conditions as per the Specification appendix 3 of the donor for all samples supplied under this Framework Agreement?  *(Failure to answer Yes will result in Your disqualification from the Tender process)* | Yes  No |

|  |  |  |
| --- | --- | --- |
| 6.2.1.12 | Will You provide the Data of Blood draw for all samples supplied under this Framework Agreement?  *(Failure to answer Yes will result in Your disqualification from the Tender process)* | Yes  No |

|  |  |  |
| --- | --- | --- |
| 6.2.1.13 | Will You provide the date of COVID-19 symptom onset of the donor for all samples supplied under this Framework Agreement?  *(Failure to answer Yes will result in Your disqualification from the Tender process)* | Yes  No |

|  |  |  |
| --- | --- | --- |
| 6.2.1.14 | Will you provide the COVID-19 symptoms at the time of blood draw of the donor for all samples supplied under this Framework Agreement?  *(Failure to answer Yes will result in Your disqualification from the Tender process)* | Yes  No |

|  |  |  |
| --- | --- | --- |
| 6.2.1.15 | Will you provide the date (month) of death (if applicable) of the donor for all samples supplied under this Framework Agreement?  *(Failure to answer Yes will result in Your disqualification from the Tender process)* | Yes  No |

|  |  |  |
| --- | --- | --- |
| 6.2.1.16 | Is there existing ethics approval (or equivalent) for all the samples which will be supplied under this Framework Agreement?  Please provide evidence separately.  *(Failure to answer Yes will result in Your disqualification from the Tender process)* | Yes  No |

|  |  |  |
| --- | --- | --- |
| 6.2.1.17 | Do the samples you will supply under this Framework Agreement have consented for commercial use?  Please provide evidence separately.  *(Failure to answer Yes will result in Your disqualification from the Tender process)* | Yes  No |

|  |  |  |
| --- | --- | --- |
| 6.2.1.18 | Please confirm Your agreement to MTA appendix 7.  *(Failure to answer Yes will result in Your disqualification from the Tender process)* | Yes  No |

* + 1. Scored Award Criteria:

|  |  |
| --- | --- |
| 6.2.2.1 | Please confirm how many samples can you provide under this Framework Agreement, including the proportion of those that have already been collected meeting the essential criteria of the Specification appendix 3 vs prospective collection.  Please note delivery of the samples is required by the end of March 2021.  Please include how many of the desirable criteria (Specification appendix 3) can be met for the banked samples to be provided under this Framework Agreement & the data respectively.  Please include how many of the samples to be supplied under this Framework Agreement are sequential from the same donor (if applicable). |
| *(Tenderers must write their response within this box)*   * Number of samples to be supplied under the Framework Agreement already collected = * Number of samples to be supplied under the Framework Agreement to be collected =   *Higher scores will be attributed to responses where they have:*  *- a high level of samples which have already been collected and can be delivered by 31st March 2021; and /or*  *- a high level of samples which meet the desirable requirements of the Specification appendix 3; and / or*  *- a mix of ethnicity can be provided within the samples to be supplied under the Framework Agreement.*  *Word limit: 500 Words* | |
| Question Weighted Score 20% | |

|  |  |
| --- | --- |
| 6.2.2.2 | How many collection centres do you have access to with COVID-19 samples? Please state the amount and the geographical location. |
| *(Tenderers must write their response within this box)*  *Higher scores will be attributed to Tenderers who have access to a high amount of collection centres and / or collection centres based within the UK.*  *Word limit: 500 Words* | |
| Question Weighted Score 10% | |

|  |  |
| --- | --- |
| 6.2.2.3 | Please provide timescales for sample shipment and information on batch sizes for samples to be supplied under this Framework Agreement. Please explain how you will transport your samples meeting the requirements of the Specification appendix 3. |
| *(Tenderers must write their response within this box)*  *Higher scores will be attributed to the quickest shipment and high batch sizes.*  *For Your information MDC have started a minimum of 100 batch size (unless previously agreed with MDC).*  *Word limit: 500 Words* | |
| Question Weighted Score 20% | |

|  |  |
| --- | --- |
| 6.2.2.4 | Please provide your procedure for storage of samples to be supplied under this Framework Agreement in line with our requirements as stated in the Specification appendix 3. |
| *(Tenderers must write their response within this box)*  *Higher scores will be attributed to responses which meet the desirable criteria of the Specification appendix 3.*  *Word limit: 500 Words* | |
| Question Weighted Score 5% | |

|  |  |
| --- | --- |
| 6.2.2.5 | What will be your procedure for classifying samples to be supplied under this Framework Agreement to ensure they adhere to the classifications of mild, moderate and severe as defined in the Specification appendix 3. |
| *(Tenderers must write their response within this box)*  *Higher scores will be attributed to responses were they can provide information on specific details of donors symptoms and / or treatments for COVID-19.*  *Word limit: 500 Words* | |
| Question Weighted Score 5% | |

|  |  |
| --- | --- |
| 6.2.2.6 | Please provide details of the protocol/method used for sample preparation of serum &/or plasma samples from whole blood for samples to be supplied under this Framework Agreement. |
| *(Tenderers must write their response within this box)*  *Higher scores will be attributed to responses that can meet the requirements of the Onc-80304g sop appendix 8.*  *Word limit: 500 Words* | |
| Question Weighted Score 5% | |

|  |  |
| --- | --- |
| 6.2.2.7 | How will you ensure the mandatory data is provided with the samples to be provided under this Framework Agreement and collectioned in line with Data Protection Act 2018/GDPR and the Human Tissue Act 2004 (UK only, or equivalent for the region of collection). |
| *(Tenderers must write their response within this box)*  *Word limit: 500 Words* | |
| Question Weighted Score 2.5% | |

|  |  |
| --- | --- |
| 6.2.2.8 | Please provide details of Your established quality systems and supporting documentation (for example but not limited to pathology QC checking of samples, SOPs, standard MTA). Please also include details of quality certification, for example, ISO 9001:2015 Quality Management Systems, ISO13485 Quality Management Systems – Medical Devices (or equivalent). |
| *(Tenderers must write their response within this box)*  *Word limit: 500 Words* | |
| Question Weighted Score 2.5% | |

1. Declaration
   1. I am authorised to make the statements contained within this Tender Submission and I confirm that all responses are true and accurate.

Signed: Enter signature. You can paste a copied signature here.

Name:

Position:

Company Name:

Date:

* 1. If it is subsequently found that the statements detailed within this Tender Submission are untrue or deliberately misleading the MDC reserves the right to disqualify the Tenderer from the procurement process and to terminate any subsequent Contract(s) due to such misrepresentations.

1. Undertaking & Form of Tender
   1. On behalf of the Tenderer I hereby confirm:
      1. In the event that MDC wishes to enter into a Contract with the Tenderer within the prerequisite period, I/we will enter into a Contract which shall consist of the MDC Contract appendix 1; and
      2. Acceptance of all the contract Conditions including this ITT and MDC Contract appendix 1.
   2. I/we have read the information provided in this ITT and supporting appendixes and, subject to and upon MDC Contract for appendix 1, I/we offer to supply the goods and services described in the said ITT in such manner as may be required:
      1. Contract and Terms and Conditions: I/we agree that this Tender Submission and any Contract which may result there from it shall be subject to the documents detailed within this ITT and that any other terms or conditions of contract or any general reservations which may be printed on any correspondence emanating from me or the company in connection with this Tender shall not be applicable.
      2. This Tender Submission shall remain open for acceptance for 120 days from the Tender deadline date and I/we confirm that the Conditions of the Tender will remain binding upon me/us and may be accepted by MDC at any time before that date.
      3. I/we note that the Contract shall be valid upon acceptance and signature by both parties of the Contract.
      4. Law: I/we agree that the construction, validity, performance and execution of any Contract that may result from this Tender shall be governed by and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.
      5. I/we agree to bear all costs and/or expenses and I/we accept that MDC shall not be liable for any costs and/or expenses sustained in the preparation of my/our Tender Submission. I/we agree to bear any further costs and/or expenses incurred by me/us prior to the award of any Contract.

5.3 I am authorised to sign Tender Submission’s on behalf of my company and I have read and understood the ITT and the accompanying appendices.

Signed: Enter signature. You can paste a copied signature here.

Name:

Position:

Company Name:

Date:

1. Declaration of a Bone Fide Tender
   1. We certify that this is a bona fide Tender Submission, and that we have not fixed or adjusted the amount of the Tender Submission by or under or in accordance with any agreement or arrangement with any other Person. We also certify that we have not performed and we undertake that we will not at any time before the hour and date specified for the return of this Tender Submission perform any of the following acts:
      1. Communicate to a Person other than the Person calling for those Tenders the amount or approximate amount of the proposed Tender Submission, except where the disclosure, in confidence, of the approximate amount of the Tender Submission was necessary to obtain insurance premium quotations required for the preparation of the Tender Submission.
      2. Enter into any agreement or arrangement with any other Person that they shall refrain from tendering or as to the amount of any Tender Submission.
      3. Offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any Person for doing or having done or causing or having caused to any other Tender Submission or proposed Tender Submission for the said work any act or thing of the sort described above.
   2. We further certify that the principles described in point 9.1 above have been, or will be, brought to the attention of all sub-contractors, Tenderers and associate companies providing services or materials connected with the Tender, and any Contract entered into with the sub-contractors, Tenderers or associated companies will be made on the basis of compliance with the above principles by all parties.
   3. In this certificate, the word “Person” includes any persons and anybody or association, corporate or otherwise; and “any agreement or arrangement” includes any such transaction, formal or informal, and whether legally binding or not.
   4. I confirm that I accept that any breach of the Conditions of this Declaration of Bona Fide Tender will inevitably lead to the termination of the Contract by MDC.

Signed: Enter signature. You can paste a copied signature here.

Name:

Position:

Company Name:

Date:

1. Non-Compliance Statement
   1. Detail below all matters (Technical, Commercial or Contractual) in which Your Tender response 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.

Tenderer Name:

Date:

|  |  |  |  |
| --- | --- | --- | --- |
| **Document Title** | **Section number in Document** | **Matter not complied with in** | **Comments** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

1. Call Off Procedure
   1. It is anticipated that the Framework Agreement will be awarded to 6 (six) Suppliers. MDC will award a Contract or place a PO in either of the following ways;
      1. Direct Award (Ranking Method)
      2. Mini Competition.
   2. All call off Contracts shall be based on the MDC Contract appendix 1.
   3. Direct Award (Ranking Method)
      1. The ranking method means that the Supplier(s) achieved scores from the evaluation of the Framework Agreement award criteria will be used to rank the awarded Supplier(s). For example:

**Table 12**

|  |  |  |
| --- | --- | --- |
| Ranking | Supplier Name | Total Score for Tender Submission Award Criteria |
| 1 | Supplier A | 95% |
| 2 | Supplier B | 85% |
| 3 | Supplier C | 80% |

* + 1. If MDC require the services of the Framework Agreement MDC will contact the top ranked Supplier, where the Supplier is able to meet MDC’s requirements. There are circumstances in which MDC will not award to the top ranked Supplier. This can occur in the following situations:
    2. If MDC determines the top ranked supplier does not have the capability to meet MDC’s specific requirements;
       1. If the top ranked supplier confirms they do not have the capacity to undertake the work;
       2. If the top ranked supplier cannot meet the required timescales;
       3. Or if there are other relevant issues, such as a conflict of interest.
    3. In the instance where MDC does not award the call off to the top ranked Supplier MDC will identify which Supplier represents best value for money by approaching the second ranked Supplier, and so on until they find a Supplier who meets MDC’s requirements.
    4. There may be instances when MDC may require the services of more than one Supplier to work on the same service, in these instances MDC shall approach the first, second and so on ranked Suppliers until they have appointed the amount of Suppliers required, which meet MDC’s specific requirements.
    5. Due to time pressure and the uncertainty of fulfilment and delivery with samples which have not already been collected, MDC will give preference to samples (which meet the requirements of the tender documents) that have already been collected and are available for delivery. MDC will contact the top ranked Supplier, where the Supplier is able to meet MDC’s requirements. However if the top ranked supplier confirms they do not have the required amount of samples (which have already been collected and are available for delivery), MDC will approach the second ranked Supplier, where the Supplier is able to meet MDC’s requirements, and so on until they find a Supplier who meets MDC’s requirements. If a Supplier is only able to partially meet MDC requirements for previously collected samples which are available for delivery MDC may (at its discretion) award part of the order to the Supplier, and approach the second ranked Supplier, and so on until they find a Supplier(s) who meets MDC’s full requirements.
    6. Due to time pressure and the uncertainty of fulfilment and delivery of samples which require collection MDC will spread its requirements for samples to be collected (if required) through the ranked Suppliers, where the Supplier(s) are able to meet MDC’s requirements. MDC will place PO’s for the collection of samples (if required) by the following breakdown:

|  |  |
| --- | --- |
| Supplier Rank | Percentage of MDC requirements for Collection Only (If Required) |
| Supplier 1 | 50% |
| Supplier 2 | 30% |
| Supplier 3 | 20% |

MDC will contact the top ranked Supplier (Supplier 1), where the Supplier is able to meet MDC’s requirements. If the top ranked Supplier confirms they do not have the capacity to undertake the percentage of work, MDC will approach the second ranked Supplier, where the Supplier is able to meet MDC’s requirements, and so on until they find a Supplier(s) who meets MDC’s requirements. For clarity in this instance MDC may give Supplier 2 Supplier 1 & Supplier 2 percentage requirements, and so on. Please see the below table for an example scenario of this call off.

|  |  |  |  |
| --- | --- | --- | --- |
| **Supplier Rank** | **Percentage of MDC Requirements** | **Supplier Fulfilment** | **Total Requirements Fulfilled** |
| Supplier 1 | 50% | Supplier 1 cannot undertake the work | 0% |
| Supplier 2 | 50% + 30% = 80% | Supplier 2 can undertake the work | 80% |
| Supplier 3 | 20% | Supplier 3 cannot undertake the work | 0% |
| Supplier 4 | 20% | Supplier 4 can undertake the work | 20% |

If a Supplier is only able to partiality meet MDC requirements for collection of samples MDC may (at its discretion) award part of the order to the Supplier, and approach the second ranked Supplier, and so on until they find a Supplier(s) who meets MDC’s full requirements.

* + 1. For collection of samples MDC will set out a timeline of when a certain number of samples should have been collected to ensure the Supplier is able to meet its collection requirements by pre agreed dates. If the Supplier does not meet these requirements MDC have to right to terminate the PO and award the balance of the PO to the next ranked Supplier, where the Supplier is able to meet MDC’s requirements, and so on until MDC find a Supplier(s) who meet MDC’s full requirements. Please note MDC will pay for any collected samples which have been delivered and meet the requirements of the Tender.

### Mini Competition

### When not all the terms governing the provision are sufficiently precise MDC will reopen competition between the awarded Suppliers on the Framework Agreement. MDC will invite all those Suppliers that are capable of meeting their requirements.

### The mini competition will be based on the terms set out in the Framework Agreement with the addition of more precisely formulated requirements. This means that the MDC will not ask You to answer questions You were asked in the Framework Agreement tender process, but MDC may ask more specific questions relating to their specific requirements. Such refinement could include, but is not limited to:

### particular delivery timescales;

### particular invoicing arrangements and payment profiles;

### particular turnover requirements due to the project size;

### particular insurance thresholds due to project size;

### additional security needs;

### incidental charges;

### particular mixes of quality and rates;

### where the terms include a price mechanism;

### individual special terms (e.g. specific to the particular goods/services/goods and services that will be provided to meet a particular requirement under the Framework Agreement);

### MDC may also change the weightings of the award criteria based on a 10% tolerance.

### This can be applied in the following example:

### Framework Award Criteria:

### Price 30%

### Quality 70%

### The procurement documents state weightings may be varied by up to 10%.

Therefore MDC can alter the award criteria in their mini competition as follows:

Price: 27% - 33%

Quality: 63% - 77%

* + 1. The process for conducting a Mini Competition is as follows:
       1. MDC will develop a clear statement of requirements setting out their requirements for the available goods and services; and consult in writing, all the Suppliers awarded to the Framework Agreement who are capable of meeting the requirements.
       2. MDC will set a deadline for response which is sufficiently long to allow tenders to be submitted taking into account factors such as the complexity of the contract and the time needed and invite all suppliers awarded a place on the Framework Agreement.
       3. Each call off contract should be awarded to the Tenderer that has submitted the best tender on the basis of the award criteria set out in the Mini Competition documents.