Medicines Discovery Catapult

Invitation to Tender

for

The Supply, Delivery, Installation, Maintenance and Support

of a

Laboratory Information Management System for Pathology services at the Lighthouse Laboratory Services at Alderley Park

Reference: 0092-LIGHTHOUSE

|  |  |
| --- | --- |
| Bidder Name |  |

Closing Date for ITT Submissions:

12.00 noon on Saturday 20th February 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 Contract ultimately concluded between MDC and the Supplier pursuant to the Tender**.**

“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.

**“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) is 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.

The UK Lighthouse Laboratories were established across the UK in a matter of weeks to dramatically increase the number of coronavirus tests that can take place each day to support the national effort against the coronavirus pandemic.

The new Lighthouse Laboratories have been constructed through a partnership with the Department of Health, Medicines Discovery Catapult, UK Biocentre and the University of Glasgow. Their development is closely supported by both the NHS and Public Health England.

Medicines Discovery Catapult is leading the Lighthouse Lab located in new dedicated labs at Bruntwood SciTech’s Alderley Park.

More information on the UK Lighthouse Lab Network is available here: <https://www.lighthouselabs.org.uk/>

* 1. This Invitation to Tender (ITT) has been issued by MDC for The Supply, Delivery, Installation, Maintenance and Support of a Laboratory Information Management System (LIMS) for Pathology services at the Lighthouse Laboratory Services at Alderley Park. The LIMS must be able to process a range of sample types (for details see the Specification Appendix 2) and meet the requirements of ISO15189.
	2. It is envisaged that the Contract and implementation will commence in March 2021. However, this date may be subject to slippage. It is envisaged that the contract will run until 31st December 2021, but due to the uncertainty of the Lighthouse Lab network the Contract may be terminated before this date. MDC have the option to extend this contract for a further three (3), one (1) year periods.
	3. Tender Submissions shall be based on the Suppliers terms and conditions which must be submitted as part of Your tender submission.  The Suppliers terms and conditions are subject to the approval and acceptance of MDC.  Failure of MDC and the Supplier to agree suitable terms and conditions will result in the Suppliers disqualification from the tender process.
	4. This ITT is in accordance with the Public Contracts Regulations 2015 (PCR).
	5. The ITT consists of the following documents:

**Table 1**

|  |  |
| --- | --- |
| **Document Title**  | **Appendix**  |
| Invitation to Tender for the Supply, Delivery, Installation, Maintenance and Support of a Laboratory Information Management System for Pathology services at the Lighthouse Laboratory Services at Alderley Park | This document**To be completed and returned** |
| Pricing Schedule for the Supply, Delivery, Installation, Maintenance and Support of a Laboratory Information Management System for Pathology services at the Lighthouse Laboratory Services at Alderley Park | Appendix 1**To be completed and returned** |
| Specification document for the Supply, Delivery, Installation, Maintenance and Support of a Laboratory Information Management System for Pathology services at the Lighthouse Laboratory Services at Alderley Park | Appendix 2 |
| Reference Form | Appendix 3 |
| Scoring Mechanism  | Appendix 4 |

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

Kieran McGowan

Procurement Manager

Medicines Discovery Catapult

Block 35

Mereside

Alderley Park

Cheshire

SK10 4TG

kieran.mcgowan@md.catapult.org.uk

* 1. Tenders shall remain open for acceptance by MDC for 120 days from the Tender deadline date. The purchase of the LIMS shall include the supply, delivery, installation, training and an on-site or remote (whichever is required) reactive maintenance and support of the system for the life of the Contract.
	2. The costs quoted in the Pricing Schedule appendix 1 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 agreed terms and conditions and the Specification appendix 2.
	3. The Tender is for the supply, delivery and installation of a LIMS, which shall include suitable training of MDC employees and maintenance and support of the system for the life of the Contract.
	4. The purchase of the LIMS, is subject to the approval of MDC funders, as such the Tenderer accepts and acknowledges that by issuing this Tender MDC shall not be bound to accept any Tender and reserves the right not to conclude a Contract for The Supply, Delivery, Installation, Maintenance and Support of a Laboratory Information Management System for Pathology services at the Lighthouse Lab Services at Alderley Park for which Tenders are invited.
1. ITT Instructions
	1. ITT Process
		1. The Tender is being conducted under the Accelerated Procedure which means that it is a single stage process. MDC has determined that a state of urgency exists that renders impracticable the time limit laid down in the PCR. Therefore, the time limit shall be not less than 15 days from the date on which the contract notice is sent. The rationale for this decision is that the current LIMS contract is due to end in April 2021 and there is not enough time to undertake a full open procedure tendering exercise. 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 PCR.
		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 contract 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 3.

### 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 that issues were addressed and managed 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 and provides insufficient 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 25 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 |
| 5.10.2.1.11 | d | 10 |
| 5.10.2.1.11 | e | 10 |
| Total (Pass/fail the Tenderer must achieve a total minimum score of 25 to pass 5.10.2.1.11) | 50 |

### 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 five (5) Tenderers will progress to have their Award Criteria evaluated. The five (5) 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 | 24% |
| Quality | 76% |
| Total Weighted Score | 100% |

* + - 1. The weightings achieved for Price (24%) and Quality (76%) will be added together to calculate the total weighted score. The Tenderer who has achieved a Pass for all the questions in section 6.1.2 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 24%
				1. MDC will score a Tender Submission price by evaluating the Tenderers response to the Pricing Schedule appendix 1. Price is worth a maximum weighted score of 24%:

**Table 7 NOT IN USE**

* + - * 1. Price 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 1 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, manufacturing, any pre-delivery acceptance tests, packing, delivery, insurance (to hand over to MDC premises), installation, commissioning and all the points in this document, the agreed terms and conditions and the Specification appendix 2. The price shall include the cost of the supply (including hosting and instrumentation / automation / host connections) delivery, installation, training, maintenance and support for the life of the Contract. Prices quoted in the Pricing Schedule appendix 1 shall remain open for acceptance by MDC for 120 days from the Tender deadline date. Tenderers are asked to price their Tender Submission including the hosted services. Tender Submission will be evaluated on this cost submitted including hosted services. However, there is uncertainty on the final model of this architecture therefore MDC may choose to use an alternative architecture if this is beneficial to the solution. The cost of the contract will be amended to reflect the change of requirement.
				3. The LIMS is required for Molecular diagnostic services for COVID-19, however the LIMS must have the capability to support a full range of diagnostic services including but not limited to Biochemistry, Haematology, Microbiology, Serology.  It is envisaged that MDC may use the LIMS for the above diagnostic workflow services in the near future (this is subject to change) therefore please ensure the costs submitted within the Pricing Schedule appendix 1 include costs for the full range of diagnostic services.
				4. Each section within the Pricing Schedule appendix 1 *must* be priced and reflect the highest discount available. Figures inserted into the Pricing Schedule appendix 1 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.
				5. The lowest total price 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 76%
				1. MDC will score a Tender Submissions quality by evaluating the Tenderers response to section 6. Section 6.1.2 will be scored on a Pass / Fail basis; failure of the Tenderer to achieve a Pass for any of these questions will result in the Tenderers disqualification from the Tender process. The remaining questions in section 6.1.3 will be scored and has been allocated a percentage weighting please see below:

**Table 8**

|  |  |  |
| --- | --- | --- |
| **Section Number** | **Maximum score available**  | **Weighting (%)** |
| Total maximum score available  | 250 | 76 |

* + - * 1. The response the to the questions in 6.1.3 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 in 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 6.1.3 will be totalled together to give the total weighted score for quality.
			1. Clarifications
				1. Following evaluation of the Tender Submissions award criteria (stage 2) MDC may seek clarification on some issues. The clarification queries will be used to clarify the Tenderers Tender Submission. A Tenderers previous achieved score may be altered as a result of clarifications provided.
	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 1 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. The deadline for submitting communications / clarifications is Thursday 11th February 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.

## NOT IN USE.

## 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. Please advise the word count for each of Your responses in the box provided.

## 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 1 |
| Your Terms and Conditions | N/A |

* 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 Saturday 20th February 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 26th 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 agreed terms and conditions have 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  | Thursday 4th February 2021 |
| Clarification Period Opens  | Thursday 4th February 2021 |
| Clarification Period Ends | Thursday 11th February 2021 |
|  Deadline for Tender Submissions  | 12.00 noon Saturday 20th February 2021 |
| Notification of Intention to Award | Friday 26th February 2021 |
| Standstill Period Starts | Friday 26th February 2021 |
| Standstill Period Ends | 12.00 midnight Wednesday 10th March 2021 |
| Award Date | From Thursday 11th 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 Supply, Delivery, Installation, Maintenance and Support of a LIMS.

## 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 Supply, Delivery, Installation, Maintenance and Support of a LIMS.

## 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 Contract 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 Contract for the Supply, Delivery, Installation, Maintenance and Support of a LIMS 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 Contract for the Supply, Delivery, Installation, Maintenance and Support of a LIMS 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 agreed with the MDC.

### 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 statementsThe 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 [ ]  |

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

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| 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 3. 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 25 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.

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| --- |
| 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 |       |       |

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| 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)  |
|       |

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| 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.  |
|       |

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| 5.10.2.1.11 Relevant Experience | *Please provide Your response in the answer box below.* |
| (a) | Please provide an example of when you have supplied a similar in technical complexity or greater & commercial value or greater LIMS system deployment which the MDC requires within the molecular diagnostic sector. |       (maximum 500 words) |
| (b) | Please provide an example of when you have previously designed and installed a LIMS system in short time period of time (8 weeks or less) for similar sized installation to MDC requirements in conjunction with the customers requirements.  |       (maximum 500 words) |
| (c) | Please provide an example and evidence of how you have previously integrated a multi discipline LIMS into mid-sized pathology workflows.  |       (maximum 500 words) |
| (d) | Please provide evidence of your previous experienced of compliance to UK Governance requirements.  |       (maximum 500 words) |
| (e) | Please demonstrate how you have previously provided flexibility in the development and deployment of LIMS systems to ensure ease of use/customization. |       (maximum 500 words) |

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| 5.10.3 Modern Slavery Act 2015Requirements 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. **Quality**
		1. Failure to complete this section may result in the Tenderers disqualification from the Tender process. Please complete the below questions, a Tenderers response to the questions in this section will be scored using the formula previously outlined in 2.1.4.
		2. **Quality PASS / FAIL**
			1. Please complete the below questions. Failure of the Tenderer to achieve a Pass for each of the questions in 6.1.2 will result in the Tenderers disqualification from the tender process.
			2. Compliance with Specification

|  |  |
| --- | --- |
| Please confirm that your organisation is able to provide all the Mandatory requirements outlined in the Specification appendix 2. Yes (Pass) / No (Fail). \*\*A ‘No’ response to this question will result in an immediate ‘Fail’ and the Tenderer will be disqualified from further participation in this tender process. | Yes [ ] No [ ]  |

* + - 1. Maintenance and Software Updates

|  |  |
| --- | --- |
| Please confirm that Your Tender Submission is inclusive of free of charge upgrades whilst maintenance and support services are being upheld by MDC.Yes (Pass) / No (Fail). \*\*A ‘No’ response to this question will result in an immediate ‘Fail’ and the Tenderer will be disqualified from further participation in this tender process. | Yes [ ] No [ ]  |

* + - 1. Integration Methodology 1

|  |  |
| --- | --- |
| Please confirm You will commit to collaborate with MDC, MDC and Third-party supplier of existing systems in order to be able to integrate the proposed solution within existing IT frameworks, structures and Services both within the MDC and the AP LHL. This may include a project on data migration from existing systems. Yes (Pass) / No (Fail). \*\*A ‘No’ response to this question will result in an immediate ‘Fail’ and the Tenderer will be disqualified from further participation in this tender process. | Yes [ ] No [ ]  |

* + - 1. Terms and Conditions / Contract:

|  |  |
| --- | --- |
| Please provide a copy of your terms & conditions. It is envisaged that MDC will contract with the appointed Supplier using the Supplier’s terms and conditions. These, however, will be considered by the MDC Legal Team before any contract is entered into. As a result, the MDC may request amendments to these terms and conditions before any contract can be entered into. Failure of both parties to agree suitable terms and conditions will result in the Suppliers disqualification from the Tender process.Both Parties Agree (Pass) / No Agreement Reached (Fail). \*\*A ‘No’ response to this question will result in an immediate ‘Fail’ and the Tenderer will be disqualified from further participation in this tender process. | Yes [ ] No [ ] To be completed by MDC after Tender Submission deadline date and once MDC Legal have reviewed the terms and conditions. |

* + 1. **Quality Scored (Weighting 76%)**
			1. Please complete the below questions, a Tenderers response to the questions in 6.1.3 will be scored using the formula previously outlined in 2.1.4 and the Scoring Methodology appendix 4.
			2. General Requirements 1:

The LIMS system must have the ability to display data from a single sample and range of samples as well as other user-defined queries, using global and in-process search functions. You should describe the graphical user interface for the system the process to access, and its ability to display data from specimens, plates, and other user defined enquiries.

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| **Response**  |
| *Suppliers must write their response in this box*     Higher scores will be attributed to solutions which display the menu hierarchy and fully meet the needs of MDC and / or provide innovation and / or enabling ease of use.  *Once you have completed your answer please state the word count below,*please note pictures / diagrams are excluded from the wordcount*:* *\_\_\_\_\_\_\_ words*  |
| **Question Weighting: 5%                                                              Word Limit:1000 words**  |

* + - 1. General Requirement 2:

The LIMS system should allow users to create, save and edit sample, reagent and plate queries for future use.

Describe the steps required to create custom reports and describe the available output media options

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| **Response**  |
| *Suppliers must write their response in this box*      Higher scores will be attributed to solutions which fully meet the needs of MDC, provide graphical evidence and provide innovation which benefit the requirements of MDC and / or enabling ease of use.  *Once you have completed your answer please state the word count below,*please note pictures / diagrams are excluded from the wordcount*:* *\_\_\_\_\_\_\_ words*  |
| **Question Weighting: 5%                                                              Word Limit:1000 words**  |

* + - 1. General Requirements 3:

Demonstrate how the system can modify/add/delete a result and/or comment fields (prior to upload) based on customer definable triggers from analyser (current system UgenTec FastFinder) inputs or other/future connections or manual user actions. A typical example would be a leaked sample which may still be analysed but the comment will "void" the result.

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| **Response**  |
| *Suppliers must write their response in this box*   Higher scores will be attributed to solutions which display the ease of functionality and do not require prior scripting abilities and fully meet the needs of MDC and / or provide innovation which benefit the requirements of MDC and / or enabling ease of use.   *Once you have completed your answer please state the word count below,*please note pictures / diagrams are excluded from the wordcount*:* *\_\_\_\_\_\_\_ words*  |
| **Question Weighting: 5%                                                              Word Limit:1000 words**  |

* + - 1. General Requirements 4:

Please describe how the LIMS system allows authorised users to generate user defined upload (triggered), download (triggered) and parameter (test) (result triggered) rules via a predefined sample set and/or a script language format. Please describe all options available to allow the customer to select and write laboratory rule sets without supplier input

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| **Response**  |
| *Suppliers must write their response in this box*    Higher scores will be attributed to solutions which display increased operational functionality in line with a typical pathology diagnostic LIMS and fully meet the needs of MDC and / or provide innovation which benefit the requirements of MDC and / or enabling ease of use.  *Once you have completed your answer please state the word count below,*please note pictures / diagrams are excluded from the wordcount*:* *\_\_\_\_\_\_\_ words*  |
| **Question Weighting: 5%                                                              Word Limit:1000 words**  |

* + - 1. General Requirements 5:

The LIMS system should not be limited to Molecular Diagnostic workflow / sample type, From an application perspective the LIMS systems should be able to receive multiple agnostic sample types typical with a standard diagnostic laboratory (Immunoassay, Chemistry, Haematology) to include but not limited to, Serum, Plasma/Flox Whole Blood, Trace Element and Others, please describe what sample types, data sets & workflows your solution can natively process,how the expansion of the system maybe developed.he costs for this functionality must form part of the Pricing Schedule appendix 1

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| **Response**  |
| *Suppliers must write their response in this box*   Higher scores will be attributed to solutions which Demonstrate (including graphically) a typical functional datasets and workflow in a typical pathology setting including the navigation between departmental discipline.  *Once you have completed your answer please state the word count below,*please note pictures / diagrams are excluded from the wordcount*:* *\_\_\_\_\_\_\_ words*  |
| **Question Weighting: 5%                                                              Word Limit:5000 words**  |

* + - 1. Reagent, Equipment Control:

Providers are asked to describe if available the stock control capabilities of their application, with particular reference to the following:

a.      the categorisation of stock items, including the extent to which the categories can be user defined.

b.      any stock coding capability, particularly including use of bar codes.

c.       the way in which stock is issued and stock levels updated.

d.      the ability to track reagent validation status (quarantined, validated, expired).

e. user can only apply validated reagent for sample processing.

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| **Response**  |
| *Suppliers must write their response in this box*   Higher scores will be attributed to solutions which fully meet the needs of MDC and / or provide innovation which benefit the requirements of MDC and / or enabling ease of use.   *Once you have completed your answer please state the word count below,*please note pictures / diagrams are excluded from the wordcount*:* *\_\_\_\_\_\_\_ words*  |
| **Question Weighting: 5%                                                              Word Limit:1000 words**  |

* + - 1. Interface Requirements 1:

Please provide detailed workflow responses on how the proposed system will deploy into all aspects of the workflow at AP as defined below

The GUI must be replicated at each Workstation 1 manual terminal where the scientist dispenses sample into a viral preparation plate, this plate map should allow for positive & negative controls and have the ability to record deposits into each well which directly inputs into the LIMS system database/sample tracking and also be able to record customisable sample conditions.

Additionally, the supplier should describe how they will:

WS1 - Bead Hamilton's - LIMS should be able to interface to the Hamilton Star Liquid Handlers to receive reagent data used and plate ID number directly into LIMS to be used/selected during sample depositing in WS1 Manual/Auto

 - Sample Hamilton's - LIMS should be able to interface to receive automatically generated sample dispensing information from the Hamilton Star which included kfr plate number and sample positions and link to the bead Hamilton information.

WS2 - Manual Input of RNA Plate information (plate ID and reagents used).

The LIMS must have the ability to link this to the Viral Prep plate from WS1 for auditing purposes (Plate Linkage)

WS3 - The 384 position sample plate is prepared and the reagent used should be recorded against the wells dispensed into. This should be a manual LIMS input method and include 3 different reagents (already loaded into the LIMS), PCR plate ID, System used to create plate.

WS4 - The LIMS systems must be able to receive information on Plate preparation whereby 4x96 well RNA plates (from WS2) are dispensed into the PCR plate (from WS3), the HamiltonMax Liquid handler outputs a file (there formats are available) containing the User, Hamilton ID, Plates and sample dispense (well) information. This information should be ingested and connected to the sample audit trail.

WS5 - The LIMS should be able to directly communicate to MDC’s current provider of AI middleware UgenTec FastFinder. This system resides in a cloud environment (Azure) to and will receive output information into LIMS. Information contains SID, Result, Cq values, Fluorescent values and comments.

WS6 - The data in LIMS should be controlled by customizable rules for automatic or manual release and have options to upload via multiple formats/languages.

(WS=Workstation)

The signed in user should be recorded and available at each step of interaction for Audit purposes.

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| **Response**  |
| *Suppliers must write their response in this box*   Higher scores will be attributed to solutions which fully Demonstrate the ability to fulfil the workflow with additional weight placed on innovation, improvements and any real world examples.  *Once you have completed your answer please state the word count below,*please note pictures / diagrams are excluded from the wordcount*:* *\_\_\_\_\_\_\_ words*  |
| **Question Weighting: 10%                                                              Word Limit:5000 words**  |

* + - 1. Interface Requirements 2:

Please provide technical details on connection types available to enable interfacing to: Hamilton Star /Max Liquid Handler Platforms, Kingfisher Flex RNA Extractors (or middleware), UgenTec fastfinder AI Middleware and results services such as Kainos or NPEx via a SFTP bucket or other suitable method.

Include connections to a central Cloud based storage if available.

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| **Response**  |
| *Suppliers must write their response in this box*      Higher scores will be attributed to solutions which fully meet the needs of the solution and / or provide innovation specifically relating to Cloud based connection options or the ability to offer innovative solution.   *Once you have completed your answer please state the word count below,*please note pictures / diagrams are excluded from the wordcount*:* *\_\_\_\_\_\_\_ words*  |
| **Question Weighting: 2%                                                              Word Limit:1000 words**  |

* + - 1. Management Reports:

Describe all available management information possibilities such as dashboards and the requirements to build any additional reporting tools. You should include any ability of allowing access to the data source to enable effective reporting or data manipulation using appropriate offline or online tools..

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| **Response**  |
| *Suppliers must write their response in this box*      Higher scores will be attributed to solutions which fully meet the needs of the solution and / or provide innovation which benefit the requirements of MDC and / or ease of use.  *Once you have completed your answer please state the word count below,*please note pictures / diagrams are excluded from the wordcount*:* *\_\_\_\_\_\_\_ words*  |
| **Question Weighting: 2%                                                              Word Limit:1000 words**  |

* + - 1. Laboratory Result Reporting:

The Application must provide the following:

Ability to export.CSV result files for export to:

1. SGSS (Sanger) via sFTP
2. NPEx via sFTP
3. c) DHSC MI sFTP bucket.

Exported result should be a consolidated result on “SARS-CoV-2 RNA”

Exported result should be able to have CT value(s) for every gene for that assay

The Host file should be structured in the same way as current formats including headers - Sample, Result, Date Tested, Lab ID,CH1Target, CH1-Result,CH1-Cq, CH2Target,CH2-Result,CH2-Cq,CH3Target, CH3-Result,CH3-Cq,CH4Target, CH4-Result,CH4-Cq

Exported result field should be able to report the results as follows: Positive, Negative, PLOD, Void, this information will be received from uGentec Fast finder and may include additional information not listed. Please include all possible data import options available.

The Host file should be MD5 hashed (fingerprint) prior to upload and prefixed ap-labYYYYMMDDHHMM.

Describe the full data export capabilities of the Application and describe/list the data formats that are implemented for example.

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| **Response**  |
| *Suppliers must write their response in this box*       Higher scores will be attributed to solutions which fully demonstrate the ability to fulfil the above requirement including the automatic and manual trigger methods.  *Once you have completed your answer please state the word count below,*please note pictures / diagrams are excluded from the wordcount*:* *\_\_\_\_\_\_\_ words*  |
| **Question Weighting: 5%                                                              Word Limit:1000 words**  |

* + - 1. Warnings / Alerts:

List all warnings/alerts that the system provides e.g. expired reagents, record in use, result not completed by expected turnaround time, etc which will meet the requirements of the specification.

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| **Response**  |
| *Suppliers must write their response in this box*      Higher scores will be attributed to solutions which fully demonstrate the live nature of warnings, the methods to resolve and the ability and methods to display/communicate the warning to ensure the user is aware   *Once you have completed your answer please state the word count below,*please note pictures / diagrams are excluded from the wordcount*:* *\_\_\_\_\_\_\_ words*  |
| **Question Weighting: 1%                                                              Word Limit:1000 words**  |

* + - 1. Customisation:

Describe the processes of creating new connections or dataflows; can these be created/modified by an authorised userat no additional cost?

What limitations exist for connection reporting?

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| **Response**  |
| *Suppliers must write their response in this box*     Higher scores will be attributed to solutions which demonstrate the ability to allow end user administrators to move connections and dataflows enabling dynamic and reactive situational resolutions are met.    *Once you have completed your answer please state the word count below,*please note pictures / diagrams are excluded from the wordcount*:* *\_\_\_\_\_\_\_ words*  |
| **Question Weighting: 1%                                                              Word Limit:1000 words**  |

* + - 1. IT Requirements:

Please provide details, list or link to available, released and validated analyser/middleware and Host and database connection types including transport layer options.

The vendor should support transport options such as but not limited to:

HL7 (versions 2.2-2.5 and FHIR) - Interoperability (Transport and Syntactic), Customisable HL7 and ASTM

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| **Response**  |
| *Suppliers must write their response in this box*      Higher scores will be attributed to responses that provide interface specification exampless on connections relevant to the workflow at AP. This may include multiple options for transport layers and any developmental or released solutions that may assist with connectivity to a cloud based solutions (storage interface queries)  *Once you have completed your answer please state the word count below,*please note pictures / diagrams are excluded from the wordcount*:* *\_\_\_\_\_\_\_ words*  |
| **Question Weighting: 3%                                                              Word Limit:1000 words**  |

* + - 1. Architecture of Proposed Solution:

Describe the proposed solution's software architecture including the server requirements for the Application to maintain performance.

It is expected that the proposed solution may use a serverless technology based on the cloud, please describe how the data is stored and the application interacts.

The proposed solution should be able to connect to multiple other cloud (Azure & AWS) based solutions, please describe how the LIMS host will connect to ensure governance and integrity and include this as part of the overview of architecture.

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| **Response**  |
| *Suppliers must write their response in this box*      Higher scores will be attributed to solutions which fully meet the needs of the architecture solution and / or provide innovation which benefit the requirements of MDC.  *Once you have completed your answer please state the word count below,*please note pictures / diagrams are excluded from the wordcount*:* *\_\_\_\_\_\_\_ words*  |
| **Question Weighting: 5%                                                              Word Limit:2000 words**  |

* + - 1. Reliability, Security and Performance 1:

Describe to what extent the user-side application will work should the server-side become unavailable for any reason. State whether it is possible for the User to be able to input data in off-line mode and what will not work should the system be unavailable.

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| --- |
| **Response**  |
| *Suppliers must write their response in this box*      Higher scores will be attributed to solutions which provide innovation on redundancy and business continuity which benefits the requirements of MDC.  *Once you have completed your answer please state the word count below,*please note pictures / diagrams are excluded from the wordcount*:* *\_\_\_\_\_\_\_ words*  |
| **Question Weighting: 2%                                                              Word Limit:1000 words**  |

* + - 1. Reliability, Security and Performance 2:

The system must have minimal downtime to cope with 24/7/365 operations. We would define availability of the service as the proportion of time when the on-line LIMS service is actually available compared with the planned service hours. Suppliers are asked to provide confirmations of availability their product delivers in existing installations. Scheduled downtime can be excluded from the statement of availability provided that these times have been agreed in advance and with a suitable notice period.

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| **Response**  |
| *Suppliers must write their response in this box*         *Once you have completed your answer please state the word count below,*please note pictures / diagrams are excluded from the wordcount*:* *\_\_\_\_\_\_\_ words*  |
| **Question Weighting: 2%                                                              Word Limit:1000 words**  |

* + - 1. Reliability, Security and Performance 3:

What network protocols & firewall configuration and security settings does the Application require to permit the server-side of the Application to communicate effectively with the any clients (if applicable), end point web clients, lab Instruments ugentec SFTp, NPEx and local cloud storage (Azure).

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| **Response**  |
| *Suppliers must write their response in this box*       Higher scores will be attributed to solutions which fully meet the needs of the solution and / or provide innovation which benefit the requirements of MDC.  *Once you have completed your answer please state the word count below,*please note pictures / diagrams are excluded from the wordcount*:* *\_\_\_\_\_\_\_ words*  |
| **Question Weighting: 2%                                                              Word Limit:2000 words**  |

* + - 1. Data Backups, Data Recovery 1:

Please describe the service that you propose for backing up the data used by The Application. Your response should include details on:

How will you ensure that MDC will have guaranteed access, in a short time frame, to data - irrespective of any number of component failures.

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| **Response**  |
| *Suppliers must write their response in this box*       Higher scores will be attributed to solutions which fully meet the needs of the solution and / or provide innovation which benefit the requirements of. *Once you have completed your answer please state the word count below,*please note pictures / diagrams are excluded from the wordcount*:* *\_\_\_\_\_\_\_ words*  |
| **Question Weighting: 1%                                                              Word Limit:1000 words**  |

* + - 1. Data Backups, Data Recovery 2:

Describe the service you propose for disaster recovery (DR). How will you ensure that our critical business processes underpinned by your solution will be sustained - irrespective of any number of component failures.

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| **Response**  |
| *Suppliers must write their response in this box*       Higher scores will be attributed to solutions which fully meet the needs of the solution and / or provide innovation which benefit the requirements of MDC  *Once you have completed your answer please state the word count below,*please note pictures / diagrams are excluded from the wordcount*:* *\_\_\_\_\_\_\_ words*  |
| **Question Weighting: 1%                                                              Word Limit:1000 words**  |

* + - 1. Application Interface:

Terminals will be used directly for manual sample input into MTP's.

The System GUI for this purpose should be clear from unrequired menu options and unused buttons, please describe if this is possible to ensure minimal distraction and ease of use.

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| **Response**  |
| *Suppliers must write their response in this box*       Higher scores will be attributed to solutions which fully demonstrate the workflow attributed to manual MTP aliquoting and / or provide innovation which benefits the requirements of a manual operation. *Once you have completed your answer please state the word count below,*please note pictures / diagrams are excluded from the wordcount*:* *\_\_\_\_\_\_\_ words*  |
| **Question Weighting: 1%                                                              Word Limit:1000 words**  |

* + - 1. ConnectionLicensing:

Describe in detail, the proposed solution's licensing (including connection cost and connection list), maintenance, durations and pricing structure, including any limits that might trigger a none-linear spend profile & Indicate the need for any Third Party software/connection and the licensing thereof which will be needed (or recommended by you) in order to ensure that the Application works in a reliable, secure and recoverable way (e.g., third party database sub-systems, backup sub-systems or data security sub-systems). Will you be acting as a supplier of this Third Party software? State whether the required licenses would be “in perpetuity” or describe the cases in which MDC would be required to pay for a periodic renewal. Include similar information about any Third Party Software licenses that are required. The cost of these requirements must be included in the Pricing Schedule appendix 1.

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| **Response**  |
| *Suppliers must write their response in this box*      Higher scores will be attributed to responses that demonstrate the flexibility of connecting multiple instrument instances without the requirement for multiple licences. Native connections without maintenance charges will attract increased weighting.*Once you have completed your answer please state the word count below,*please note pictures / diagrams are excluded from the wordcount*:* *\_\_\_\_\_\_\_ words*  |
| **Question Weighting: 2%                                                              Word Limit:1000 words**  |

* + - 1. Integration Methodology 2a:

MDC are committed to continuous improvement wherever possible.

Vendors should describe previous or ideal IT frameworks to suit their systems specifically, that would allow for a compliant, integral & cost effective (connections) efficient method of implementation. This should include technical details on hosted platforms and cloud services.

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| **Response**  |
| *Suppliers must write their response in this box*     Higher scores will be attributed to responses demonstrating cloud based solutions with innovative options to access data in a compliant and integral manner in line with typical laboratory regulations. *Once you have completed your answer please state the word count below,*please note pictures / diagrams are excluded from the wordcount*:* *\_\_\_\_\_\_\_ words*  |
| **Question Weighting: 1%                                                              Word Limit:1000 words**  |

* + - 1. Installation and Implementation:

Provide detailed implementation plan/programme with timescales showing the main activities and milestones, including where MDC staff resources would be required and in what capacity, in relation to:

a) specification of requirements

b) product demonstration

c) customisation

d) Server spin up / architecture design

e) server software installation and configuration

f) backup sub-systems installation, configuration and management

g) client software rollout and go live date

h) user training

I) migration of data from existing systems

J) go live support

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| **Response**  |
| *Suppliers must write their response in this box*     Higher scores will be attributed to solutions which fully meet the needs of the solution and / or provide innovation which benefit the requirements of MDC … ease of use etc? *Once you have completed your answer please state the word count below,*please note pictures / diagrams are excluded from the wordcount*:* *\_\_\_\_\_\_\_ words*  |
| **Question Weighting: 3%                                                              Word Limit:1000 words**  |

* + - 1. Warranty and Contract Lifetime User Support 1:

Confirm and describe the programme of training (at multiple levels & durations assuming 2 super users, 10 lab managers and 30-50 transactional users) for MDC staff operating at the LHL offered as part of the set-up costs with the Application. Provide an outline of this training program indicating broadly, what will be covered, how many people will be trained, where, and what timescales you will schedule for this. Indicate any constraints you wish to apply for training associated with the set-up phase.

Also detail any off-site training, video, web-cast tele-conference or other method of supplying any remote training during the COVID 19 pandemic.

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| **Response**  |
| *Suppliers must write their response in this box*    Higher scores will be attributed to solutions which fully meet the needs of the solution and / or provide innovation which benefit the requirements of MDC … ease of use etc?  *Once you have completed your answer please state the word count below,*please note pictures / diagrams are excluded from the wordcount*:* *\_\_\_\_\_\_\_ words*  |
| **Question Weighting: 1%                                                              Word Limit:1000 words**  |

* + - 1. Warranty and Contract Lifetime User Support 2:

You should provide details on your proposed KPI's to be monitored throughout the contract duration.

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| **Response**  |
| *Suppliers must write their response in this box*    Higher scores will be attributed to solutions which specifically describe the classification of service and service available to MDC.  *Once you have completed your answer please state the word count below,*please note pictures / diagrams are excluded from the wordcount*:* *\_\_\_\_\_\_\_ words*  |
| **Question Weighting: 1%                                                              Word Limit:1000 words**  |

* + - 1. Price:

PLEASE USE THE ITT APPENDIX 1 PRICING SCHEDULE TO PROVIDE A FULL BREAKDOWN OF EACH ITEM ATTRACTING A SEPARATE COST

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| **Question Weighting: 24%                                                              Word Limit: N/A**  |

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 agreed terms and conditions ; and
		2. Acceptance of all the contract Conditions including this ITT and the agreed terms and conditions.
	2. I/we have read the information provided in this ITT and supporting appendixes and, subject to and upon the agreed terms and conditions, 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**  |
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