**Flow Cytometer Instrument Tender**

**Invitation to Tender**

Prepared on behalf of

**University of Westminster**

**Ref: 19/26**

**Tender Guidelines**

**1.0 Company Background**

1.1 The University of Westminster was founded as Britain's first polytechnic in 1838. Since then it has developed into a university that combines both metropolitan and cosmopolitan dimensions, which is closely involved in business, professional and academic life within London, as well as overseas.

1.2 The University is a diverse user community of approximately 20,000 students, and Circa 2,500 staff. We operate across multiple campuses in the London West End and Harrow areas. The University’s sports ground is in Chiswick.

**2.0 Background to the Tender**

The University is procuring a Flow Cytometer Instrument See Appendix 1 Scope of Tender & Specification

**3.0 Relevant University Information**

3.1 The successful bidder will be expected to deliver the instrument by 31st July 2019

**3. Timescales**

|  |  |
| --- | --- |
| Issue Tender  | 18 June 19 |
| Tender Deadline for Clarifications  | 25 June 19 |
| Deadline for Tender  | 10 July 19 |
| Tender Evaluation  | 10 – 12 July 19 |
| Supplier Demonstration/Interviews 'if Required'  | 11 July 19 |
| Notify Unsuccessful Companies | 15 – 25 July 19 |
| Notify Successful Companies  | 15 – 25 July 19 |
| Contract Award  | 25 July 2019 |

**4.0 Submission of tenders**

4.1 The response to this Invitation to tender shall comprise the following:

* Tender Guidelines (This document)
* Scope and Specification - Appendix 1
* Tender ITT response - Appendix 2 (Response required)
* Confidentiality Agreement - Appendix 3 (Response required
* Form of tender – Appendix 4 (Response required)
* Terms & Conditions - Appendix 5

4.2 Your proposal must be titled ‘Provision of ‘Flow Cytometer Instrument Tender’and the bidder must answer all questions as accurately and concisely as possible in the same order as the questions are presented.

4.3 The bidder will be deemed for all purposes connected with the tender documents to have carried out all research, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to:

* the nature, extent, volume and character of the supply for which it is tendering
* the extent of the personnel, equipment, assets, property and systems which may be required;
* any other matter which may affect its response to tender.

4.3 The bidder must not rely on any information received other than that supplied by The University in the tender documents or other information in written form from the university. The university accepts no responsibility for any information obtained otherwise.

4.4 The University reserves the right to make amendments to the tender documents during the tendering process to cater for specific issues, which arise during the tender process. Such amendments will be communicated in writing to all bidders.

4.5 Under no circumstances will the University or its officers, employees or agents be liable for any costs, claims or expenses incurred by bidders directly or indirectly as a result of any such amendments.

4.6 The proposals and the supporting documents must be written in English

4.7 Please ensure that you send your submission in good time to prevent issues with post and technology, as late responses to tender may be rejected.

4.8 Any deliberate alteration of requirement as part of your response to tender will invalidate your response to tender to that requirement and for evaluation purposes you shall be deemed not to have responded to that requirement.

4.9 Your tender response to tender requirements and pricing will be incorporated into the Contract, as appropriate.

4.10 Please ensure that you follow the bids submission instructions as detailed in 4.11.

4.11 Your tender submission can be returned via either of the following options:

 **Via email to (preferred):**

 a.sylvestre@westminster.ac.uk and c.d.wilson@westminster.ac.uk

 **Via Post to:**

Ms Alison Sylvestre

 Senior Procurement Associate

 University of Westminster

 2nd Floor

101 New Cavendish Street

London W1W 6UW

Please use the phone located in the 2nd floor reception area and ring either 66232, 66202 or 66201

4.12 Please write ‘TENDER Ref: ‘19/26’ in the subject line of the email and at the bottom of the addressed envelope if sending by post.

4.13 You should include one hard copies of your submission and a copy on memory stick if sending by post.

4.14 Your submission must be received by midday on **10 July 19**

4.15 Failure to comply with these instructions may result in your offer being rejected.

4.16 Any submissions received after this date will not be considered.

4.17 The bidder is advised neither to make any assumptions about their past or current bidder relationships with University nor to assume that such prior business relationships will be considered in the evaluation procedure.

4.18 All offers must be submitted in GBP sterling exclusive of Value Added Tax (VAT) and remain valid for acceptance for up to 90 days from the tender closing date.

4.19 All costs, expenses and liabilities incurred by the bidder in connection with the preparation and submission of the response to tender will be borne by the bidder. The bidder shall have no claim whatsoever against the University or its agent in respect of such costs.

**5.0 Completing the Response to Tender**

5.1 The University understands the significant time and expense involved in the preparation of submitting bids and the disappointment to be told you have been unsuccessful. The University is looking for concise and relevant answers to help choose the most appropriate provider for this contract. These answers are scored objectively and consistently against pre-defined criteria.

5.2 We advise the following instructions for completing your submission:

• read and understand all questions.

• answer all questions as accurately and concisely as possible in the same order as the questions are presented.

• responses to tender should be to the maximum words count or less

• responses to tender must be concise and relate to the question asked, check you are not duplicating information that may be relevant at other questions. Unnecessary information will be disregarded.

• be explicit and comprehensive in your proposals and directly address the requirement stated, as this will be the single source of information on which responses to tender will be evaluated.

• ensure that information provided as part of the ‘responses to tender’ is of sufficient quality and detail that an informed assessment of it can be made. Where a question is not relevant to the bidder, this should be indicated, with an explanation.

• Do not submit any additional supporting documentation with your response except where specifically requested to do so as part of this ITT. PDF, JPG, PPT, Word and Excel formats can be used for any additional supporting documentation (other formats should not be used without prior written approval).

• Ensure that all attachments/supporting documentation are provided separate to your main tender response and clearly labelled to make it clear as to which part of your tender response it relates.

• If you submit a generic policy / document indicate the page and paragraph reference that is relevant to that part of your response to tender.

**6.** **Queries and Clarifications**

6.1 If we receive any queries regarding the scope of requirements which we consider to be of a substantive nature, both the query and our response to the query will be circulated to all those who have been invited to tender. In all cases the Q & As will be anonymised. Consequently, all questions and queries regarding this invitation to offer must be submitted by email to c.d.wilson@westminster.ac.uk no later than 17:00hrs 25th June 2019

6.2 Please note that that there will be no telephone or informal or other kind of discussion between potential tenderers and officers or directors of the University after this document is dispatched.

6.3 Please ensure that you follow submission instructions as detailed in 4.11 .

6.4 The university is under no obligation to respond to clarification requests received after the Clarification Deadline.

6.5 Further information may be required to verify or clarify any aspects of your response to tender or other information you may have provided. Should you not provide supplementary information or clarifications by any deadline notified to you, your response to tender may be rejected in full and you may be disqualified from this Procurement Process.

**7. Evaluation Process**

7.1 The University’s primary requirement is to select the most suitable supplier to deliver the most economically advantageous solution. In summary, the evaluation process shall be as follows:

* Evaluation of all proposals
* If required Meetings and presentations with the shortlisted Suppliers to identify a suitable supplier.
* Meetings / presentations with selected supplier to agree final content and contract terms.

**8. Evaluation Criteria**

8.1 The objective of the evaluation is to identify the Supplier that is offering the most economically advantageous tender.

 8.2 Offers that in the opinion of the judging panel are unrealistically high or low (in terms of price) may be rejected.

8.3 The University reserves the right to award the contract in full or in part and is not bound to accept the lowest tender or any tender.

8.4 The University also reserves the right to undertake clarification, including meetings with bidders, concerning any aspects arising from or in conjunction with the response to tender.

8.5 Proposals will be evaluated against a broad range of evaluation criteria. The primary criteria and the relative weightings are as detailed in the table below:

|  |  |
| --- | --- |
| **Evaluation Criteria** | **Weightings** |
| Technical criteria | 40 |
| After sales training  | 10 |
| Delivery Time  | 10 |
| Price | 40 |

8.6 The following scores will be used to evaluate tenders:

|  |  |  |
| --- | --- | --- |
|  | **Judgement**  | **Score**  |
| Meets all requirements and offers some added value | Excellent | 10 |
| Meets all requirements | Good | 8 |
| Generally meets all requirements with minor issues | Fair | 6 |
| Meets some requirements but with a few major gaps/issues | Doubtful | 4 |
| Meets few requirements; serious concerns | Poor | 2 |
| Does not meet any requirements or fails to answer | Reject | 0 |

**9. Non-compliance**

9.1 Tender submissions shall be submitted wholly in accordance with the requirements of this Invitation to Tender and shall be deemed to be based upon the Terms and Conditions and service descriptions contained therein or reasonably to be inferred there from. Submissions for only part of the requirements will be regarded as non-compliant and may be rejected.

9.2 The University expressly reserves the right to reject any proposal that:

• Does not follow the instruction to tender guidelines

• Is incomplete, for example where answers are not provided to any questions, or a reasonable explanation given as to why an answer has been omitted

• discloses to any third party the prices shown in its response to tender except where such disclosure is made in confidence to obtain quotations necessary for the purposes of financing or insuring the performance of services

• fixes prices in its response to tender in accordance with any arrangement with any person or by reference to any other response to tender

• offers or gives or agrees to give any member or officer of University or their agents any gift, benefit or consideration of any kind or value as an inducement or reward.

• has directly or indirectly canvassed any member or official of the University or their agents concerning award or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other bidder or response to tender submitted by any other Bidder

• has done anything improper to influence the University or its agents during the period for responding to the tender

• has failed to use the English language.

• has failed to return the response to tender fully completed and signed

• fails to submit the response to tender before the tender closing date

• where The University or its agents believe that there has been any form of co-operation or collusion with another bidder;

• attempts to alter its response to tender after the response to tender deadline;

9.3 For the avoidance of doubt any non-acceptance or rejection in accordance with the above shall be without prejudice to any other civil remedies available to the university or any criminal liability which such conduct by a bidder may attract.

9.4 Each bidder is subject to an ongoing obligation throughout the contract term to notify University of any material changes in its circumstances. This includes (but is not limited to) changes to the ownership or standing thereof and significant reductions in financial or operating capacity. The University should be notified of any material changes as soon as they become apparent.

**10. Executing the Contract**

10.1 The University may choose to execute the contract by means of:

• an official purchase order;

• a formal acceptance letter;

• a formal contract document;

• a formal contract document executed as a deed.

**11. Freedom of Information**

11.1 In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the ‘FoIA’), all information submitted to the University may be disclosed in response to a request made pursuant to the FoIA.

11.2 In respect of any information submitted by a Bidder that it considers to be commercially sensitive, the Bidder should:

• Clearly identify such information as commercially sensitive;

• Explain the potential implications of disclosure of such information; and

• Provide an estimate of the period of time during which the Bidder believes that such information will remain commercially sensitive.

11.3 Where a bidder identifies information as commercially sensitive, the University will endeavour to maintain confidentiality. Bidders should note, however, that, even where information is identified as commercially sensitive, the University might be required to disclose such information in accordance with the FoIA. Accordingly, the University cannot guarantee that any information marked ‘commercially sensitive’ will not be disclosed.

**12.0 Disclaimers and Confidentiality**

12.1 Due to the nature of this proposal an NDA will need to be signed by potential suppliers.

12.2 Information provided in this document is supplied for general guidance in the preparation of proposals.

12.3 The information contained in this documentation is confidential and is provided to enable bidders to submit firm proposals. This document may not be copied or disclosed in whole or in part to any third party without the prior written consent of the University except for the specific reason of responding to this definition of requirements.

**13.0 University of Westminster’s Discretion**

13.1 University of Westminster is not obliged to accept the lowest tender, or part, or all of any tender, and the acknowledgement of receipt of any submitted Tender shall not constitute any actual or implied agreement between the University and the bidder. The University reserves the right to terminate the tender process if it so wishes to do so.

13.2 The Standard UoW contract terms and conditions are in Appendix 5