

NSC – CT30



Tender Specification

Algorithm for Personal Genomics

Tender Reference: NSC – CT30

25th August 2010



1 INTRODUCTION

1.1 The Invitation to Tender

The Contracting Authority for the purpose of this Invitation to Tender is Newcastle Science Company Limited.

Newcastle Science Company's registered office is c/o ONE NorthEast, Stella House, Goldcrest Way, Newburn Riverside, Newcastle upon Tyne, NE15 8NY.

Newcastle Science Company's address for all correspondence is, Time Central, 32 Gallowgate, Newcastle upon Tyne, NE1 4SN.

You are invited by Newcastle Science Company Limited (from now on referred to as NSCL) to submit a tender to provide Personal Genomics Services as described in the SPECIFICATION OF REQUIREMENTS.

You are requested to confirm your interest in tendering for this piece of work on receipt of the Tender Documents. This can be done by e-mail or in writing and should be directed to the contact as specified in INSTRUCTION TO TENDERERS.

Please read all the documents listed in the FORM OF TENDER, and seek guidance as appropriate if you have any queries (see 2.11 Enquiries). Should you be successful, these documents and any subsequent correspondence between you and NSCL will form a binding contract between you and NSCL.

The FORM OF TENDER, CERTIFICATE AGAINST CANVASSING and the CERTIFICATE OF NON-COLLUSIVE TENDERING must be completed and returned with your submission.

Independent consultants as well as organisations can respond to this TENDER.

1.2 Newcastle Science City

In order to restructure the UK economy and improve its competitive position, national policy is focusing on stimulating innovation, improving skills in Science, Engineering and technology, encouraging knowledge exchange between universities and businesses, improving business investment in R&D and investing in new and emerging technologies. The Regional Economic Strategy developed by One NorthEast also aims at increasing the Gross Value Added to 90% of the national average and creating 22,000 new businesses over the next 10 years.

In December 2004 the Chancellor of the Exchequer designated Newcastle upon Tyne as one of six UK Science Cities. This has provided a valuable catalyst enabling us to build upon earlier investments and exploit the extensive industrial and research strengths of the region. We are thus proactively developing an environment where science and business work and develop together in a manner and on a scale competitive with anywhere in the world.

Newcastle Science City has been taken forward by Newcastle City Council, Newcastle University and ONE NorthEast to integrate research, innovation and communities in the city. Newcastle Science City's vision is to enhance prosperity from science in Newcastle.

It aims to capitalise on the world-class scientific research being conducted in Newcastle for the economic and social benefit of the City, and to create an environment that enables science and business to work together effectively.

Newcastle Science Company Ltd is tasked with taking the ambitious vision of Newcastle Science City forward. Newcastle Science Company aims to be the recognised authority for the promotion of Newcastle as a globally renowned venue for the promotion of science, enterprise and innovation.

We will achieve this by

- Connecting customers abroad with communities of science and innovation citizens within the Region
- Creating jobs and businesses from novel compelling insights
- Supporting science enterprise projects in the Region
- Identifying and linking scientific real estate needs with providers in Newcastle city centre
- Supporting community engagement with the science and innovation regeneration agenda

Newcastle Science City is a programme of 5 connected strands of activities. For each activity, we have developed an action plan and specific marketing and communications aspirations:

- 1) Building the Science Partnership (Science Networks)
- 2) Newcastle Innovation Machine
- 3) Science Business Creation
- 4) Science Infrastructure
- 5) Education, Skills, Community

More information available on our website: www.newcastlesciencecity.com

2 INSTRUCTION TO TENDERERS

2.1 Confidentiality of Tenders

All tender documents are PRIVATE AND CONFIDENTIAL. All information concerning the tendering or performance of this contract is to be treated as highly confidential, and for the avoidance of doubt, all ownership and intellectual property rights concerning all aspects of this tender remain fully with NSCL.

Please note the following requirements, any breach of which will invalidate your Tender:

- You must not tell anyone else, even approximately, what your tender price is or will be, before the date of contract award.
- You must not try to obtain any information about anyone else's tender or proposed tender before the date of contract award.
- You must not make any arrangements with another party about whether or not they should tender, or discuss details of Tender prices except where Tenderers are considering joint or team bids, which will be accepted providing all participants to the discussions surrounding the bid are clearly stated in the tender response.
- Tender documents may not be transferred to anyone other than the firm named in the invitation to tender without the prior specific approval of NSCL.

2.2 Information to be Included in Response to Tender

The FORM OF TENDER, CERTIFICATE AGAINST CANVASSING and the CERTIFICATE OF NON-COLLUSIVE TENDERING must be completed, signed and submitted in accordance with these Instructions together with your detailed Response to Tender. These documents can be found at <http://www.newcastlesciencecity.com/about-nsc/tendering-opportunities>.

Your Response to Tender should explain in detail how you would propose to provide the services as outlined in the Specification in no more than **5 sides of A4** (excluding appendices, contents and cover page). All documents connected with the tender must be completed in English, fully priced in Pounds Sterling and totalled.

2.2.1 Additional Information to be Included in Response to Tender

Tenderers are requested to focus on presenting in their proposals their organisation's capabilities and experience relevant to this Tender. Evaluation will be based on the demonstrated ability and performance of Tenderers to effectively deliver the services as required.

The Response to Tender **must** include:-

- a) Relevant description of your organisation
- b) Approach and methodology to address the Tender Specifications
- c) Examples of similar work undertaken or credentials to carry out the work
- d) Profiles of the staff who will be directly delivering this service
- e) Financial Information and price
- f) The document can include relevant Appendices which should include details of insurance held

2.3 Prices

Bidders should indicate prices for a range of services (as outlined in Section 3), which will be obtained on a call off basis. Costs should be clearly broken down to reflect the different elements of the methodology you propose, inclusive of expenses.

All unit rates and prices must be quoted in Pounds Sterling and decimal fractions of a pound. There is no restriction on the number of decimal places, but the product of multiplying the rate by the quantity must be expressed in Pounds Sterling and whole Pence.

Your Tender Price or Rates must be fixed for the period of the contract.

2.4 Value Added Tax (VAT)

Tendered prices must exclude VAT. Where indicated VAT should be shown separately. Invoices must show VAT separately.

2.5 Performance

It should be clearly stated that performance and delivery of the goods offered in your Response to tender will be in full compliance in terms of quality, time and completeness as specified in these documents.

2.6 Qualifications

Tenders must be submitted in accordance with the tender documents. NSCL may not consider any tender which is disqualified by any terms or conditions of contract or general reservations however expressed.

2.7 Incomplete Tenders

NSCL may not consider tenders that do not contain all information and particulars requested.

2.8 Review of Tenders

All tenders submitted will go through a selection process.

The award criteria used in the selection process will be as follows

Criteria	Weighting %
Evidence of added-value aspects of your algorithm e.g delivery, innovative approach; suitability of proposed solution	40%
Ability to integrate technology with external systems eg approach to data transfer	20%
Quality and expertise of the team eg relevant qualifications; Proven experience, IT expertise, Quality standards	20%
Flexibility for adapting product to the market and new product development	10%
Value for Money	10%

2.9 Presentation of proposals by shortlisted Tenderers

Shortlisted firms and individuals may be invited to give a short presentation of their proposition to NSCL. This presentation must be delivered by the proposed staff who will be directly engaged to deliver the services of the contract.

NSCL reserves the right not to consider the presentation of proposals that are not given in person by the staff that the Tenderers are proposing to engage.

Presentations and meetings with short listed Tenderers will be held within the 14 days of the FINAL TENDER SUBMISSION DATE.

2.10 Changes in the proposed staff

Any differences between the staff that are proposed and the staff your organisation actually assigns delivery may void your proposal and subsequent contracts.

Successful Tenderers will be required to ensure they obtain written approval from NSCL for any subsequent staff changes assigned to this contract.

2.11 Enquiries

All enquiries in connection with this tender should be made through procurement@newcastlesciencecity.com

NSCL will endeavour to respond to all enquiries received before the tender submission date. Confirming your interest to tender (see 2.13) will ensure you are informed of any clarification, additional information or amendments to the original specification.

To ensure a fair and transparent tender process no approach of any kind in connection with this tender should be made to any other person within, or associated with, NSCL. Failure to comply may result in disqualification from the process.

2.12 Timescales

Tender Posted Online	27 th August 2010
Deadline for tender submission	10 th September 2010
Shortlisted companies informed	14 th September 2010 (estimated)
Potential assessment panel (if required)	Not applicable
Contract Awarded	15 th September 2010 (estimated)

2.13 Submission of Tenders

Confirming your interest in tendering for this piece of work can be done by e-mail or in writing to the contacts given below. Confirming your interest to tender will ensure you are informed of any clarification, additional information or amendments to the original specification (see 2.11).

One hard copy must be delivered no later than the **FINAL TENDER SUBMISSION DATE of 12 noon Friday 10th September.**

A further electronic copy of your tender and proposal documents must be sent in word or pdf format to procurement@newcastlesciencecity.com **after 12 noon but before 5pm of the FINAL TENDER SUBMISSION DATE.**

The email and all contained documents and attachments should contain the reference **NSC–CT30.**

The hard copy must be delivered to:

Procurement Department
Newcastle Science Company Ltd
6th Floor
Time Central
32 Gallowgate
Newcastle upon Tyne
NE1 4SN

The envelope and all documents should contain the reference '**NSC–CT30**'.

NSCL reserves the right to reject any tender received after the Tender Deadline for whatever reason. It is recommended that tenders be sent by registered post; recorded delivery service; Datapost or be delivered by hand. The envelope, including the franking, and any associated paperwork delivered with the tender envelope must not identify the sender.

2.14 Tender Validity

Tender(s) should remain open for acceptance for a minimum of 14 days from the Tender Deadline or for such other period as may be specified by NSCL.

The contract is to be for a period as required for delivery of goods plus meeting obligations for guarantee of performance as detailed in the TENDER SPECIFICATION, unless terminated or extended by NSCL.

2.15 Right to Accept Portion of Tender; Lowest or Any Tender

Unless stipulated by the Tenderer NSCL reserves the right to accept any part of the tender. NSCL is not bound to accept the lowest or any tender or part thereof.

2.16 Terms of Payment

All payments will be made by NSCL.

NSCL normally makes payment within 30 days of receipt and agreement of invoice unless otherwise stated in the documents.

2.17 Framework Agreements

2.17.1 A Framework is defined as an agreement between one or more Contracting Authorities and one or more economic operators the purpose of which is to establish the terms governing contracts to be awarded during a given period, in particular with regard to price and, where appropriate the quantity envisaged.

2.17.2 Where NSCL is creating Framework Agreements NSCL may allow other Contracting Authorities to access its Framework Agreements (at any time during the term of the Framework). The following Contracting Authorities may be permitted to access the Framework subject to them accepting the conditions detailed below:

2.17.3 Contract Authorities

- i) Wholly owned subsidiaries and/or any company, organisation or other Special Purpose Vehicles which NSCL has an ownership interest in or otherwise participates in with the consent of the Secretary of State's consent pursuant to Section 5 of the Regional Development Agencies Act 1998("Section 5 Entity").
- ii) Any such Section 5 Entity that may be created during the life of the Framework Arrangement
- iii) Any unincorporated body, group, committee, other similar organisation in which NSCL participates and/or for which NSCL is accountable
- iv) Any other English Regional Development Agency and/or public bodies

2.17.4 Any such Contracting Authority may participate in the framework with the consent of NSCL and subject to any conditions NSCL may reasonably impose including conditions that the Contracting Authority:

- i) Agrees to participate in the Framework on the same terms as those agreed between the Framework's economic operators and NSCL.

2.18 Alternative Tender(s)

Alternative tender(s) may be offered involving modifications to the specified requirements. However, alternative tenders must clearly state what these modifications are and what their significance is compared with what is requested. Alternatives will only be considered if accompanied by a tender based strictly on the tender documents and NSCL reserves the right not to accept the alternative tender.

Alternative tenders must be free of qualifications as stated above and be fully priced to show clearly how and where costs differ from the primary tender. Technical queries should be referred to the contact nominated in the TENDER SPECIFICATION in order to ascertain what special criteria and requirements may apply in respect of the alternatives or modifications being contemplated. Any such approach will be treated in confidence.

Any alternative tender involving modifications to the specified requirements will be assessed on its merits and, if considered valid, may be accepted without recourse to re-tendering.

3 SPECIFICATION OF REQUIREMENTS

3.1 Overview

Through the Newcastle Innovation Machine (NIM) project Newcastle Science City is creating new businesses. Unmet consumer needs have been identified and business propositions are being developed to satisfy those needs. MyGenomics is one such business idea being developed by the NIM project.

MyGenomics will match diet and exercise advice to a customer's genomic profile. DNA from a client's cheek swab will be tested to identify SNPs which influence wellness. The customers will receive the results of the DNA test within 4 weeks together with an exercise and diet programme.

MyGenomics is seeking a supplier to provide the algorithm which generates the personalised diet and exercise programmes based on the client's genotype. We are seeking to award a contract for 1,000 samples with options to renew.

3.2 Description

NSCL is seeking a supplier to provide an algorithm capable of interpreting SNP genotypes and generating reports on data from SNP profiles

1. Describe the algorithm you will use to provide interpretation of results and how it was validated
2. Indicate how you will provide secure data transfer
3. Outline your pricing and licensing terms for 1,000 tests and give indicative pricing options for 2,500 -10,000 tests
4. Indicate any restriction upon use of the license (e.g. territory restrictions, patent issues, market segments, target sales)
5. Indicate any additional costs (e.g. IT, rebranding)
6. Indicate your methodology for integration with the genomics lab, website and brand. How will you manage working as part of the team.
7. Provide an example of the diet plan derived from your algorithm and explain how the client would use the plan. What level of support would the client need to follow your plan
8. Provide an example of the exercise plan derived from your algorithm and explain how the client would use the plan. What level of support would the client need to follow your plan
9. Indicate how you will provide support, market adaptation and new product development.

3.3 Experience required

Indicate your previous experience in personal genomics, dietetics and/or wellness. What qualifications in dietetics and nutrigenomics are held by your staff? Are your staff members of relevant professional organisations?

3.4 Contract term

The contract will start September 2010 with the MyGenomics Beta-test commencing in October 2010, and will terminate when 1,000 tests are delivered.

Once the contract is awarded; the service provider would need to enter into an exclusive agreement with MyGenomics.

MyGenomics anticipate renewal of the contract for a further term subject to successful delivery of 1,000 tests. We would therefore request indicative pricing for subsequent supply. Suppliers should prepare their submissions including pricing for:

- Algorithm License – describe terms e.g. exclusivity, territories and targets.
- Cost schedule for preparation of 1000 reports.
- Cost schedule for contract renewal (2,000-20,000 tests).

NSCL reserves the right to end the contract at any point during the contract term.

3.5 Intellectual Property Rights

As per the NSCL Conditions of Contract for services, NSCL will retain any and all Intellectual Property Rights produced at cost to this contract.

4 CONTRACT REQUIREMENTS

The Successful Tenderer will be required to:

- Deliver the requirements outlined in Section(s) [3] above.
- Maintain full records including financial and accounting records for the contract.
- Provide regular contract progress reports to NSCL, outlining Return on Investment.
- Attend regular meetings and present project progress
- Cooperate with auditors and evaluators as required. These may either be staff from NSCL or independent third parties.

End of Document