



UNIVERSITY COLLEGE CORK – NATIONAL UNIVERSITY OF IRELAND, CORK

Appointment to a Dynamic Purchasing System (DPS) for the Provision of Next Generation Sequencing Services to University College Cork.

Tender Reference: UCC-2024-07

Lots	Lot 1 Transcriptomics with the option for addition of Bioinformatics analysis.	Lot 2 Metagenomics with the option for addition of Bioinformatics analysis.	Lot 3 Genomics WGS with the option for addition of Bioinformatics analysis.
------	--	---	---

Table of Contents

SECTION 1: DEFINITIONS	4
SECTION 2: INTRODUCTION	6
SECTION 3: DYNAMIC PURCHASING SYSTEM	9
SECTION 4: APPLYING TO ENTER THE DYNAMIC PURCHASING SYSTEM	11
SECTION 5: EXCLUSION GROUNDS & SELECTION CRITERIA	13
SECTION 6: EVALUATION OF APPLICATIONS FOR THE DPS	16
SECTION 7: MINI-COMPETITIONS	17

Tendering Procedure

University College Cork, National University of Ireland, Cork (UCC) will award the contract in accordance with the requirements of the EU Procurement Directive 2014/24/EU and Irish National Procurement Legislation and guidance.

Tender for	Appointment to a Dynamic Purchasing System for the Provision of Next Generation Sequencing Services to University College Cork – National University of Ireland, Cork hereinafter referred to as “UCC”
Contents	Requirements, Specifications and Invitation to Tender for the supply of the above Services.
Customer	University College Cork - National University of Ireland, Cork.
Issue Date	15th April 2024
Tender Reference	UCC-2024-07
Procedure	Dynamic Purchasing System - OJEU
E-mail:	messaging facility via eTenders.

SECTION 1: DEFINITIONS

“Applicant”	means those economic operators that submit an Application for admission into the DPS;
“Application”	means the submission from an Applicant for admission into the DPS;
“Contract”	means a Services Contract for the supply of the Services awarded to a DPS Appointee pursuant to a Mini-Competition under the DPS;

Dynamic Purchasing System (DPS) Invitation for the provision of Next Generation Sequencing Services

“Contracting Authority”	means University College Cork – National University of Ireland, Cork hereinafter referred to as “UCC”
“Deadline for Queries”	means the date specified in the Tender Timetable of this document as being the last date for submission of queries in relation to this process;
“DPS Appointee”	means an Applicant who has been successful in their Application for admission to the DPS;
“DPS Document Pack”	means the following documents: • Dynamic Purchasing System (DPS) Invitation (this document); • European Single Procurement Document (ESPD); (for online response); • DPS Response Document (for applicant’s response);
“Dynamic Purchasing System” or “DPS”	means a completely electronic system used by a Contracting Authority to purchase commonly used Services, works or services;
“European Single Procurement Document” or “ESPD”	means the European Single Procurement Document which must be completed and submitted by Applicants with their Application for admission to the DPS;
“Exclusion Grounds”	means any of the grounds which would cause the exclusion of the Applicant pursuant to Article 57 of the Regulations;
“Initial Application”	means an Application which has been submitted for admission at the initial creation of the DPS;
“Initial Deadline”	means the date specified on the cover page of this document for the submission of Initial Applications;
“Mini-Competition”	means a subsequent competition between all DPS Appointees per relevant Lot conducted in accordance with Section 7 of this DPS Invitation, whereby all DPS Appointees are invited to Tender for the supply of specific Services to UCC;
“Regulations”	Means the European Union (Award of Public Contracts) Regulations 2016 (S.I. 284-2016);
“Selection Criteria”	means the mandatory criteria which an Appointee must demonstrate in their Application in order to be admitted into the DPS;
“Tender”	means a response submitted by Appointees in respect of a Mini-Competition;

SECTION 2: INTRODUCTION

- 2.1 This DPS Invitation has been prepared for the purpose of providing information to economic operators interested in participating in a public procurement process for the establishment of a Dynamic Purchasing System (hereafter the **DPS**) for the provision of Next Generation Sequencing Services (hereafter the “**Services**”).
- 2.2 In no circumstances shall UCC incur any liability or responsibility arising out of or in respect of the issue of this DPS Invitation. Any costs associated with the submission of an Application in response to this DPS Invitation are the sole responsibility of the economic operator submitting the Application and will not be reimbursable.
- 2.3 The purpose of this DPS Invitation is to provide interested economic operators with the information that they need to decide whether to participate in this DPS.
- 2.4 All reasonable care was taken to ensure that the material set out in this DPS Invitation is true and accurate in all material respects as at the time of publication. However, no warranty or representation is given as to the accuracy or completeness of this material. UCC does not accept any liability or responsibility for the accuracy, adequacy or completeness of the information set out herein.
- 2.5 UCC will not be liable or responsible for any opinion, statement, or conclusion contained in, or any omission from this DPS Invitation or for any other written or oral communication made available during the course of this process. No representation or warranty is made in respect of such statements, opinions or conclusions.
- 2.6 UCC reserves the right to amend this DPS Invitation and any information contained herein. Any such changes shall be notified via the eTenders post box at www.etenders.gov.ie.
- 2.7 None of the information set out herein will constitute a contract, or part of a contract, or an offer to enter into a contract, between UCC and any DPS Appointee. Nothing in this DPS Invitation is, nor shall be relied upon as, a promise or representation as to UCC’s ultimate decision in relation to the establishment of a DPS or the award of any Contract(s) pursuant to the DPS.
- 2.8 UCC reserves the right to take such steps as it considers appropriate, including but not limited to: changing the timetable relating to this process; rejecting any, or all, of the applications received; abandoning this process (or any part of it) at any time or; procuring the Services by alternative means.
- 2.8.1 UCC reserves the right to add additional Lot/s on the annual review of the DPS. This is to incorporate new sequencing techniques/technologies as they come on board.
- 2.9 No legal relationship or other obligation shall arise between any DPS Appointee and UCC unless and until a Contract has been executed between said DPS Appointee and UCC following a Mini-Competition conducted by or on behalf of UCC.
- 2.10 The laws of the Republic of Ireland are applicable to this process and any subsequent Mini-Competition pursuant to this DPS. The courts of the Republic of Ireland shall have exclusive

jurisdiction in relation to any disputes arising from this process and any subsequent Mini-Competition pursuant to this DPS.

- 2.11 If there is any part of this DPS Invitation that is unclear or where the Applicant feels that it puts them at an unfair disadvantage, the Applicant should immediately contact UCC via the electronic messaging system on www.etenders.gov.ie, as per the instructions in Section 4.4
- 2.12 Applications may be accepted from a consortium¹ or joint venture, provided that the Application clearly states which economic operators are proposed to be members of the consortium, which are to be sub-contractors. If the Application does comprise a consortium or joint venture, each consortium member must submit a fully completed ESPD and DPS Response Document as part of the Application.
- 2.13 It is imperative that all questions in the ESPD and DPS Response Document are completed in the relevant response sections, as this will be used as the basis for evaluation. Information provided elsewhere (e.g. addendums etc.), should be clearly cross-referenced to the response section to which it relates. Information that is not clearly cross-referenced may not be taken into consideration in the evaluation of the Application.
- 2.14 Any queries or problems encountered when completing this DPS Invitation should be notified to UCC via the electronic messaging system on www.etenders.gov.ie.
- 2.15 For general information about UCC Procurement refer to <https://www.ucc.ie/en/procurement>

SECTION 3: DYNAMIC PURCHASING SYSTEM

¹ Please note that all participants of the consortium or joint venture will be jointly and severally liable to UCC for the fulfilment of the terms of any Contract in the event that the consortium or joint venture is successful in a Mini-Competition pursuant to the DPS.

- 3.1** The scope of the DPS will be for supply of Next Generation Sequencing Services to UCC. The duration of the DPS will be 36 months effective from the Initial Deadline, UCC reserves the right at our discretion to extend the duration with the agreement of all DPS Appointees by 12 months with 2 such extensions allowed. (2 x 12 month extension).
- 3.2** UCC wishes to establish a DPS to source the supply of the Services.
- 3.3** A DPS is a procurement process available for the procurement of Contracts for products and services commonly available in the marketplace. It is similar to a standard framework agreement, but with the important difference that new Applicants can join at any time and a DPS is conducted entirely through electronic means.
- 3.4** A DPS has a number of characteristics which are beneficial to both Applicants and contracting authorities:
- A DPS remains open throughout its period of validity, thereby enabling new economic operators in the market to join at any point during its term;
 - The administrative burden for DPS Appointees is reduced when applying for Mini-Competitions advertised under a DPS;
 - Mini-Competitions conducted under a DPS can have shorter timescales to award of contract.
- 3.5** A DPS involves a two-stage process. In the initial stage, all Applicants who satisfy both the Exclusion Grounds and Selection Criteria are admitted to the DPS for the supply of some of the Services to UCC, as per the Lots in 3.8. The number of Applicants who may be appointed to the DPS at any point during its lifetime is not limited.
- 3.6** Individual Contracts are awarded during the second stage. During this stage, UCC will invite all DPS Appointees to bid for a specific Contract by means of a Mini-Competition, which will be issued directly to the DPS Appointees by UCC.
- 3.7** The scope of this DPS will comprise the supply of Next Generation Sequencing Services, in order to meet its varied research and development needs.
- 3.8** Applicants may choose to tender for one, more than one or all of the following Lots;

Lot No.	Next Generation Sequencing Services Required
1	Transcriptomic technologies across organisms - covering both bulk RNA- and single-cell RNA- sequencing applications, with the option for addition of Bioinformatics analysis.

2	Metagenomics - covering 16S/ITS/Shotgun/Targeted panels - all applications associated with bacterial/fungal/viral profiling, microbiome profiling, gene profiling in general and targeted gene analysis. with the option for addition of Bioinformatics analysis.
3	Genomics – Whole Genome Sequencing (WGS) and other genomic type technologies. with the option for addition of Bioinformatics analysis.

- 3.9** The estimated expenditure² on the Services, across UCC included in the scope of this DPS is approximately €450K per annum.
- 3.10** Applicants should apply for admission to the DPS if they are a supplier of all or some of the services, whether in full or in part, included within the scope of the Services.
- 3.11** Applicants are advised that detailed specifications, award criteria and weightings for award of Contracts will be provided in the Invitation to Tender for each Mini-Competition, as detailed in Section 7.
- 3.12** In order to demonstrate compliance with the requirements of this Competition, an Applicant may rely on the capacities of other entities, regardless of the legal nature of the links between the Applicant and those other entities³. Where an Applicant who wishes to rely on the capacities of other entities for appointment to the DPS is subsequently successful at Mini-Competition stage, the Applicant may be required prove to UCC that it will have at its disposal the resources necessary, including by producing a commitment by those entities to that effect. If applicable, UCC shall issue such a request to the Applicant at the Mini-Competition stage.
- 3.13** Where an Appointee includes the use of a sub-contractor as part of their tender at Mini-Competition stage, UCC may take appropriate measures by, amongst other things, verifying in accordance with the provisions of the Regulations, whether there are grounds for exclusion of the intended sub-contractor under Article 57 of the Regulations.
- 3.14** This Competition supersedes and replaces all previous documentation, communications and correspondence between UCC and Applicants in relation to this DPS and Applicants should place no reliance on such previous documentation and correspondence in submitting their Application.

² Based on best available data.

³ Please refer to Paragraph 4.1.1 of this document.

SECTION 4: APPLYING TO ENTER THE DYNAMIC PURCHASING SYSTEM

4.1 The Application

- 4.1.1 Applicants may apply to enter the DPS by submitting an Application via the eTenders portal⁴; which must comprise the following:

4.1.1.1 A completed ESPD;

4.1.1.2 A completed DPS Response Document;

Where an Applicant is relying on the capacity of other entities for the purpose of fulfilling any of the Selection Criteria for appointment to the DPS, it must ensure that each such entity completes and submits a separate ESPD and DPS Response Document.

- 4.1.2 Applicants should study the content of this DPS Invitation and all of the other documents included in the DPS Document Pack carefully and complete all of the requirements set out therein. Failure to provide all the requested information may result in the Application being deemed non-compliant and the Application may be rejected.
- 4.1.3 It is the responsibility of Applicants to ensure that they fully understand the requirements for submitting an Application. Where an Applicant does not fully understand the requirements, a query should be submitted pursuant to Section 4.4 below.

4.2 Applying for admission at initial creation of the DPS⁵

- 4.2.1 The requirement for admission into the DPS at the initial creation of the DPS is the completion of an Application. Applicants are required to submit their Applications via the eTenders portal by the Initial Deadline.
- 4.2.2 Partial Applications will not be considered. However, Applicants that miss the Initial Deadline can later apply to join the DPS pursuant to Section 4.3 below.
- 4.2.3 During the period in which the Initial Creation of the DPS is advertised on www.eTenders.gov.ie, Applications can be submitted through the eTenders portal and will be held in the secure tender-box until the Initial Deadline has expired.

4.3 Applying for Admission into the DPS once established⁶

- 4.3.1 Applicants may continue to submit an Application to join the DPS via the eTenders portal at any time after the Initial Deadline has passed, for the remaining duration of the DPS.

⁴ Alternatively, Applicants may submit an ESPD which has already been used in a previous procurement procedure for UCC provided that they confirm that the information contained in it continues to be correct.

⁵ This is where the DPS is being established for the first time.

⁶ This is where the DPS has already been established and Applicants wish to apply to enter for the first time or to re-apply.

- 4.3.2 Applications submitted after the Initial Deadline has passed will not be considered for the initial creation of the DPS, which shall be confined to those Applications which have been submitted prior to the Initial Deadline. Applications may continue to be submitted for consideration after the initial creation of the DPS, and such Applications will have to complete and submit the same documentation as if joining at the Initial Creation of the DPS.
- 4.3.3 Applications received after the Initial Deadline shall be evaluated within 10 working days following receipt of the Application, which period may be extended to 15 days where justified.
- 4.3.4 Applicants joining the DPS after the initial creation of the DPS will not be invited to tender for any Mini-Competitions which commence in the period prior to their admission into the DPS.

4.4 Queries

- 4.4.1 Applicants intending to submit an Application by the Initial Deadline may submit queries via the messaging facility on www.eTenders.gov.ie. Queries must be submitted no later than the Deadline for Queries. Queries received after this date may not be responded to prior to the initial creation of the DPS.
- 4.4.2 Following the establishment of the DPS, no time limits will apply to the submission of queries thereafter from new Applicants. Queries being submitted after the establishment of the DPS must also be submitted via the messaging facility on www.eTenders.gov.ie.
- 4.4.3 Where appropriate, queries may be amalgamated or paraphrased by UCC. Applicants should note that subject to Section 4.4.5 below UCC will not provide responses or clarifications to individual Applicants privately.
- 4.4.4 All queries must state that they relate to this DPS and must include UCC reference number. No query of any kind in connection with this DPS should be made to any other person within, or associated with UCC and any attempt to do so may, at UCC's absolute discretion, result in the elimination of the Applicant from further consideration.
- 4.4.5 If an Applicant believes a query and/or its response is confidential or commercially sensitive it must mark the query as "**confidential**" or "**commercially sensitive**". If UCC, at its absolute discretion, is satisfied that the queries and/or its responses should be properly regarded as confidential or commercially sensitive, the nature of the queries and their responses will be kept confidential (subject to UCC's obligations under law).
- 4.4.6 If UCC is of the opinion that it would be inappropriate to answer the query on a confidential basis, it will notify the Applicant accordingly and require the Applicant to either withdraw the query or to raise any objection within three (3) calendar days of such notification and to state the grounds for its objection.
- 4.4.7 If the Applicant does not withdraw the query or raise any objection within the specified period, or UCC is of the opinion that, notwithstanding the objection of the Applicant, the query is not confidential or commercially sensitive, UCC may issue the query and its response to all Applicants.

SECTION 5: EXCLUSION GROUNDS & SELECTION CRITERIA

5.1. EXCLUSION GROUNDS

5.1.1 Applicants must self-declare, by way of Part III of the ESPD, that no grounds (mandatory or discretionary) for exclusion of the Applicant pursuant to Article 57 of the Regulations apply to them.

ESPD		
Part III A	Mandatory	Grounds relating to Criminal Convictions
Part III B	Mandatory	Grounds relating to Payment of Taxes or Social Security Contributions
Part III C	Mandatory	Grounds relating to Insolvency, Conflicts of Interests or Professional Misconduct

5.1.2 UCC intends to exclude any Applicant to whom any ground for exclusion pursuant to Part III of Article 57 of the Regulations applies.

5.1.3 At any time during the term of the DPS, UCC may require a DPS Appointee to provide evidence of its continued compliance with the self-declared Exclusion Grounds.

5.2 SELECTION CRITERIA

5.2.1 Applicants must self-declare, by way of their response to the relevant section of the ESPD that they satisfy the Selection Criteria referred to in the table below.

5.2.2 The Selection Criteria for admission to the DPS are as follows:

Ref.	Selection Criteria	Mandatory Requirement (Pass/Fail)
1.	Overall Turnover of the Applicant's Organisation	Mandatory A minimum turnover of € 200,000 for Lot 1, € 200,000 for Lot 2, and €200,000 for Lot 3 is required for each lot tendered or total combined sum for all per annum for the last 3 years is required. (Lotting per turnover). A statement certifying this amount must be forwarded in the response document.
2.	Provision of the last three years of audited financial statements / accounts.	Provision of the last three years of audited financial statements / accounts. This information may be included in your submission or must be supplied before any award of contract. In line with current legislation where a company has an annual turnover of less than €4.4 million then audited accounts are not necessary. In these circumstances a statement of accounts from the company's accountants will suffice

Dynamic Purchasing System (DPS) Invitation for the provision of Next Generation Sequencing Services

3.	Insurance	Confirmation that the Applicant has in place or commits to and has the ability to obtain ⁷ the Insurance levels outlined in the table at Section 5.2.4.
4.	Relevant Company Experience	Applicants must demonstrate experience in successfully delivering similar services. Candidates must provide 3 examples of similar contracts of a similar nature for each of the lot(s) tendered for.
5.	Technical Resources	Applicants must furnish details of their in-house sequencing equipment, in the format of an asset register to include make, model, capacity.
6.	Personnel Resources & Skills	Applicants must furnish details of the personnel resources and skills available to them to deliver the services. Outline the staffing resources & their qualifications to demonstrate that sufficient resources exists to meet the services required within the applicable Lots.
7.	Quality Assurance	Applicants must demonstrate a commitment to quality either through evidence of an in-house quality assurance system or via third-party certification directly related to the required services.
8.	Tax Clearance	Applicants must hold a valid tax clearance certificate or provide an undertaking to apply for a certificate when requested.

5.2.3 At any time during the term of the DPS, UCC may require a DPS Appointee to provide evidence of its continued compliance with the self-declared Selection Criteria. By submitting a self-declaration, Applicants are further declaring that they are able, upon request and without delay, to provide the relevant supporting documentation as evidence to UCC.

5.2.4 The applicable Insurance types and levels that the Applicant must have in place (or confirms their commitment and ability to obtain⁷, if required) are:

Insurance Type	Insurance Level
Employer's Liability Insurance	€13 million Euro or foreign currency equivalent for any one claim or series of claims arising out of a single occurrence, per insurance year (for each and every claim excluding defence costs)
Product Liability Insurance	State cover in place.

⁷ Commits to and has the ability to obtain the required Insurance levels in the event of being found to be the Most Economically Advantageous pursuant to a Mini-Competition

Dynamic Purchasing System (DPS) Invitation for the provision of Next Generation Sequencing Services

Public Liability Insurance	€6.5 million Euro or foreign currency equivalent for any one claim or series of claims arising out of a single occurrence, per insurance year (for each and every claim excluding defence costs)
Professional Indemnity	€6.5 million Euro or foreign currency equivalent for any one claim or series of claims arising out of a single occurrence, per insurance year (for each and every claim excluding defence costs)

5.2.5 The Applicant shall agree to maintain in force during the period of any Contract pursuant to a Mini- Competition, full and comprehensive insurance policies in respect of all customary liabilities and risks undertaken by the Applicant in connection with the provision of the Services, including but not limited to:

- 5.2.5.1 products liability insurance of €6,500,000 on an 'each and every claim' basis, to be maintained for a period of six years following complete delivery of the Services and covering claims for civil liability as well as negligence;
- 5.2.5.2 employers liability insurance to a limit no less than €13,000,000;
- 5.2.5.3 public liability insurance to a limit no less than €6,500,000 in respect of any one claim;
- 5.2.5.4 professional liability insurance a limit no less than €6,500,000 in respect of any one claim;
- 5.2.5.5 The Applicant shall ensure that its insurance policies are taken out with reputable insurers licenced to underwrite business in the European Union and acceptable to UCC (acting reasonably).

SECTION 6: EVALUATION OF APPLICATIONS FOR THE DPS

- 6.1 Each Application will be checked to ensure that the Applicant has submitted the required information and that the Application has been submitted on time within the Initial Deadline set by this document and is complete. Applicants who do not comply with these requirements will be informed of their non-compliance and will be free to re-submit an amended Application for consideration by UCC as part of a subsequent evaluation of new Applications.
- 6.2 UCC will evaluate the Application to determine if it satisfies each of the Exclusion Grounds and Selection Criteria. The Applications will be evaluated on a **Pass or Fail** basis.
- 6.3 Applicants whose Application is deemed to have satisfied each of the Exclusion Grounds and Selection Criteria will be recommended for appointment to the DPS.
- 6.4 Following approval of the recommendation, UCC will then inform Applicants in writing via eTenders whether or not they have been admitted to the DPS.
- 6.5 In the event that an Application is rejected, UCC will inform the Applicant of the reasons for rejection, and the Applicant will be free to re-submit an amended Application for consideration by UCC as part of a subsequent evaluation of Applications.
- 6.6 UCC shall maintain the list of DPS Appointees for electronic access when they wish to commence a Mini-Competition to establish a specific Contract.
- 6.7 Appointment to the DPS shall not:
 - 6.7.1 act as a guarantee for any award of a Contract for the supply of Services;
 - 6.7.2 create an obligation on UCC to purchase any Services via the DPS;
 - 6.7.3 provide any guarantee of business to DPS Appointees;
 - 6.7.4 constitute either a contract or the authorisation to supply the Services to UCC.

SECTION 7: MINI-COMPETITIONS

7.1 If UCC wish to engage for the Services, in total or in any part thereof, pursuant to the DPS, UCC shall do so by means of a Mini-Competition. A contract will be put in place between the successful supplier (following the conclusion of evaluation of the mini competition submission/s) and UCC, where the value of the contract is equal to or exceeds, €50,000 ex vat.

7.1.1 For all the Contracting Authority sequencing requirements, irrespective of the value, all DPS Appointees will be invited to participate in each Mini-Competition by way of an Invitation to tender which will be notified directly to the DPS Appointees via e-tenders. (Refer to 7.3)

7.2 The scope of each Mini-Competition will be set out in the relevant Invitation to Tender.

7.3 All DPS Appointees will be invited to participate in each Mini-Competition by way of an Invitation to Tender which will be notified directly to the DPS Appointees (see 7.4). The Mini-Competition will not be advertised publicly and no supplier or organisation, other than the DPS Appointees, will be entitled to submit a tender.

7.4 Invitations to Tender will be available electronically via e-tenders to each DPS Appointee. Each DPS Appointee can choose whether, or not, they wish to participate in the Mini-Competition.

7.5 The nature and scale of the Services being procured in the Mini-Competition, which may include all or some of the Services specified at Section 3.7 & 3.8 of this DPS Invitation, will be set out in the relevant Invitation to Tender.

7.6 The relevant Invitation to Tender will also set out the specification of requirements, mandatory and scorable award criteria and weightings to be applied to evaluate the Tenders submitted as part of the Mini-Competition.

7.7 The specific award criteria and weightings will be outlined in the relevant Invitation to Tender, but will fall within the following ranges:

7.8

Mini-Competition Criteria	Range of Weightings
A. Ultimate Cost	30-70%
B. Approach and Methodology to meet the Sequencing Technical Requirements.	10-60%
C. Ability to meet delivery time of services required.	10-30%
Total	100%

- 7.9 Each Mini-Competition Criteria may be divided into sub-criteria, and the weightings for each sub-criterion will fall within the range of weightings above for the relevant Mini-Competition Criteria. Tender submissions must achieve **[60%]** of the available marks. No minimum score applies for costs. Please note: UCC will not be bound to accept the lowest priced of any proposal it receives.
- 7.10 The duration of any Contract awarded pursuant to a Mini-Competition will vary depending on the requirements of UCCs, and will be advised in the relevant Invitation to Tender, but shall not be limited by the term, or term remaining, of the DPS
- 7.11 The Mini-Competition Document Pack will include all documents relevant to the Mini-Competition. Unless otherwise specified in the Invitation to Tender, it is anticipated that that Mini-Competition Document Pack will include (where relevant):
- 7.11.1 Mini-Competition Invitation to Tender;
 - 7.11.2 Mini-Competition Response Document;
 - 7.11.3 Sample of UCC Services Contract covering UCC Data Processing Agreement.
- 7.12 On the basis of the Tenders received, UCC will apply the specific award criteria and weightings specified in the Invitation to Tender for the purpose of awarding a Contract for the Services included in the scope of the Mini-Competition.
- 7.13 Each Contract shall constitute a separate agreement between the UCC and DPS Appointee(s) who are successful in the Mini-Competition.
- 7.14 A Services Contract shall be executed between the relevant UCC and the DPS Appointee(s) successful in the Mini-Competition. Operational management of the Contract shall be the responsibility of the UCC, unless otherwise specified in the Contract.
- 7.15 The successful DPS Appointee(s) may be required, as a condition of the award of the Contract, to provide evidence to UCC that it continues to satisfy each of the Exclusion Grounds and Selection Criteria outlined at Section 5 of this DPS Invitation.
- 7.16 Contracts awarded pursuant to a Mini-Competition under the DPS shall be based upon the documents included in the Mini-Competition Document Pack. Further conditions may be incorporated within the specific Services Contract. Where this is the case, details of those further conditions will be included with the relevant Mini-Competition Document Pack.