



**GLOBAL MARITIME DISTRESS AND SAFETY SYSTEM (GMDSS)**

**SIMULATION SUITE**

Invitation to Tender

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**Introduction**

The contract will be with MODAL Training Limited, which is 100% owned by the **TEC Partnership** of Further and Higher Education Colleges. Humber Maritime College is the trading name for the provision of maritime education undertaken by MODAL Training Limited.

Policies, data protection registration and other documentation and legal requirements relating to or as part of the operation of brands are part of the TEC Partnership’s legal status.

**Part A - Instructions to Tenderers; inc. Scope and Service Requirements**

Further to your Interest, the TEC Partnership invites you to tender for the equipment and service of that equipment described within this invitation to tender. The tender shall conform to the requirements set out in these documents.

The invitation to tender is for the supply and installation of a GMDSS simulation suite at the premises of MODAL Training Ltd., Immingam, NE Lincolnshire, UK.

The equipment will thereafter be serviced to ensure operational readiness for the delivery of courses for a period of at least three years. Your proposal will detail how you intend to ensure servicing, software upgrades and support.

The equipment supplied will be an AMERC approved networked GMDSS simulation system for 12 students complying with the specification detailed in Section 4.1 (Option B) of the current AMERC (The Association of Marine Electronic and Radio Colleges) Handbook. The equipment supplied is required to be approved by AMERC for the delivery of GMDSS GOC, ROC and LRC courses, with an anticipated first delivery of a GOC course in July 2021.

It is required that the tenderer will postpone final invoicing of at least 50% of the equipment and software installation price until the equipment and software supplied has been approved by AMERC for GOC course delivery.

The tender will include separate pricing for a) the equipment and software installation and b) service elements.

Tenderer to provide a description of the equipment to be provided. This should state whether or not the system requires its own server and dedicated display equipment or, as an option, whether the system software is capable of being operated from existing ICT equipment at Humber Maritime College using its own servers and laptops / displays.

The whole tender must be received no later than **12 noon, Friday, 26th March 2021.**

The TEC Partnership shall not be under any obligation to accept any tender.

The TEC Partnership does not accept any liability for any expenses incurred by any supplier in the preparation of tenders, portfolios or attendance at any meetings or presentations.

The TEC Partnership reserves the right to cancel the entire or parts of the tender, without such an action conferring any right to compensation on the Tenderers.

The tender proposal must be based upon the specification set out in this tender documentation.

The TEC Partnership shall not be bound to accept the lowest or any tender proposal.

In case a tender appears to be abnormally low in relation to the services to be provided, the TEC Partnership will request a clarification in writing and/or explanation concerning its elements. The TEC Partnership reserves the right to exclude a tender, if after a verification process based on the explanations and evidence received it comes to the conclusion that the tender is abnormally low.

**Queries:** Where tenderers have any queries about the tender documentation which may have a bearing on the offer to be made, these should be raised as soon as possible via the In-tend system, and in any case not later than two days before the due date for return of tenders. Where any such enquiry has been made, the TEC Partnership may circulate to all tenderers a copy of the enquiry and the written reply, although anonymity will be preserved.

**Tender Return and Validity**

**Complete and upload one copy of**:

1. Your proposal to include Standards, Scope and Payment Terms; including evidence of equipment meeting the required AMERC standards and approvals
2. The bona fide Tender Declaration (Appendix 1).
3. A completed Conflict of Interest form regarding your organisaton (Appendix 2)
4. A completed due diligence and self certification form and associated documentation (Appendix 3)

**All tender submissions should be made electronically through the In-tend system. Manual returns may be discarded and not considered.**

***Undertaking of Confidentiality***

The **TEC Partnership** has appropriate technical and organisational measures to comply with the General Data Protection Regulation and Data Protection Act 2018. The information provided in a tender submission is only used for the purpose it is collected for to inform the evaluation and contract award process of this ITT.

The **TEC Partnership** undertakes its best endeavours to hold confidential, any information provided by you in your tender submission, subject to its obligations under law, including the Freedom of Information (FOI) Act. **The TEC Partnership** excludes personal data submitted as part of a tender submission in an FOI response. Should you wish any of the information supplied by you in your submission not to be disclosed because of its sensitivity, you must identify the information and specify the reasons for its sensitivity. **The TEC Partnership** will consult with you about this sensitive information before making a decision on any FOI request received. If no information is identified as sensitive, with supporting reasons, then it is likely to be released in response to an FOI request.

Information on the successful contract award is held for 6 years following the end of the contract. Unsuccessful submissions are held for 1 year after the commencement of the contract.

**Part B - Timetable**

Below are the key dates for the tender exercise and subsequent appointments:

|  |  |
| --- | --- |
| Tender issued | Friday 12th March 2021 |
| Site visits | N/A |
| Date by which final questions are to be asked | Tuesday, 23rd March 2021 |
| Tenders to be returned | 12 noon, Friday, 26th March 2021 |
| Appointment of Contractor | Friday 02 April 2021 |
| Equipment delivery and Installaton | No later than end May 2021 |
| Initial (Pilot) GOC course | July 2021 |

Please note that all the dates referred to above are currently anticipated and may be subject to change.

**Part C - Selection Procedure**

***Suppliers presenting a tender with equipment which is not AMERC compliant will be excluded.***

The contract will be awarded to the most economically advantageous tender applying the award criteria and evaluation methodology provided in Appendix 4.

Pricing: Scores will be awarded for price on the following basis:

The lowest Contract Price submitted in accordance with the Schedule of Prices will be awarded the highest score and all other Tenderers will be awarded pro rata scores on the relative competitiveness of their Contract Price compared to the lowest Contract Price e.g. (Lowest Contract Price / Contract Price \* 100) = X%.

The TEC Partnership will be evaluating your responses in the following key areas: (See Appendix 4)

|  |  |
| --- | --- |
| Requirement | Score |
| Fee proposal | 50% |
| Service Offer | 20% |
| Future Proofing | 20% |
| Relevant Experience & examples | 10% |
|  |  |
| Supplier details | P/F |
| Bidding model | P/F |
| Insurance cover (Appendix 3) | P/F |
| Equality & Diversity (Appendix 3) | P/F |
| Health & Safety (Appendix 3) | P/F |
| Environmental (Appendix 3) | P/F |
| Signed declaration | P/F |
| Modern Slavery Act declaration | P/F |

The tenderer shall be prepared to deliver and install equipment as per the indicative schedule.

The duration of the service contract will be for a minimum period of three years with an option for a one-year extension. The TEC Partnership reserves the right to cancel the contract at the end of the first year having previously given 3 months written notice to do so.

**Appendix 1 - Bona fide tender declaration**

I/We offer to provide the equipment and services as outlined in the Invitation to Tender for an AMERC approved GMDSS Simulation System for The TEC Partnership for delivery to MODAL Training Limited.

I/We understand that the **TEC Partnership** is not obliged to accept the lowest or any tender.

I/We give below the proposed fees for the various stages of the project (exclusive of VAT) but inclusive of all costs relating to travel subsistence and all other disbursements.

If the TEC Partnership suspects that there has been an error in pricing of the tender, it reserves the right to seek clarification as it considers necessary from that tenderer only.

**Expenses and Disbursements**

All expenses will be accounted for in your fee proposal.

**Statutory Fees**

The College will pay all fees in respect of applications under Planning, Building Regulations and other Statutory requirements.

**Declaration**

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| I declare that to the best of my knowledge the answers submitted to these questions and any information provided as part of the tender are correct. 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, and I am signing on behalf of………………………………………………………… (insert name of supplier).  I understand that the TEC Partnership may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information. I have provided a full list of any Appendices used to provide additional information in response to questions.  I also declare that there is no conflict of interest in relation to the TEC Partnership’s requirement.  The following appendices form part of our submission;   |  |  | | --- | --- | | **Section of ITT** | **Appendix Number** | |  |  | |  |  | |  |  | |  |  | | |
| **ITT completed by** | |
| **Name** |  |
| **Role in organisation** |  |
| **Date** |  |
| **Signature** |  |
| **Email** |  |
| **Direct Tel No:** |  |

In submitting a tender, including the Pricing Schedules, for these works the **TEC Partnership** deems the tenderer to have agreed to be legally bound by the following declaration:

Recognising the principle that the essence of selective tendering is that the clien receives bona fide competitive tenders from all firms tendering, we certify that we will submit such tender, and that we will not fix or adjust the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we will not do at any time before the date for this tender to be submitted, any of the following acts:

1. Communicate to any person other than the person calling for our tender the amount or approximate amount of the proposed tender.

2. Enter into any agreement with or arrange for any other person to refrain from tendering, or indicate the amount of any tender to be submitted.

3. Reward, or promise to reward, any person for performing or causing any of the actions or effects described in 1 or 2 above.

In this declaration, the word ‘person’ includes any persons, bodies or associations, corporate or incorporate; and ‘any agreement or arrangement’ includes any such transaction, formal or informal, and whether legally binding or not.

**Appendix 2 – Conflict of Interest**

I/We………………………………………………………………of………………………………………………………. declare below my/our interests in respect of the tender submitted.

The TEC Partnership may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the Partnership, detailing the conflict below. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Partnership should not represent a conflict of interest for the Supplier.

|  |  |
| --- | --- |
| Category | *Please give details of the interest and whether it applies to yourself or, where appropriate, a member of your immediate family or some other close personal connection.* |
| Have you or any member of your staff working on this project had any previous employment (staff or Contractor) with the TEC Partnership? |  |
| Do you have a financial interest in TEC Partnership or associated companies? |  |
| Are you a member of any professional body, special interest groups or mutual support organisations that are linked to TEC Partnership? |  |
| Do you have any investments in unlisted companies, partnerships and other forms of business, major shareholdings and beneficial interests with TEC Partnership? |  |
| Have you/your Company offered any gifts or hospitality to any staff members of the TEC Patnership in the last twelve months and was it declined or accepted? |  |
| Are you aware of any other conflicts that are not covered by the above? |  |

To the best of my knowledge, the above information is complete and correct. I undertake to update as necessary the information provided, and to review the accuracy of the information on any change in supplier or sub-Contractor for the duration of this tender.

Signed:………………………………………… Company Name:…………………………………………………

Position:……………………………………… Date:……………………………………………

*Original copies of this document to be kept with tender returns or quotes by the Purchasing Team and made available for audit by request to the Purchasing Manager.*

**Appendix 3 – Due Diligence**

|  |  |  |
| --- | --- | --- |
| * 1. **Supplier Details** | | |
| Full name of the Supplier completing the ITT |  | |
| Registered Company Address: |  | |
| Registered company number |  | |
| Registered charity number |  | |
| Registered VAT number |  | |
| Name of immediate parent company |  | |
| Name of ultimate parent company |  | |
| Please mark ‘X’ in the relevant box to indicate your trading status | i) a public limited company | Yes |
| ii) a limited company | Yes |
| iii) a limited liability partnership | Yes |
| iv) other partnership | Yes |
| v) sole trader | Yes |
| vi) other (please specify) | Yes |
| Please mark ‘X’ in the relevant boxes to indicate whether any of the following classifications apply to you | i) Voluntary, Community and Social Enterprise (VCSE) | Yes |
| ii) Small or Medium Enterprise (SME) | Yes |
| iii) Sheltered workshop | Yes |
| iv) Public service mutual | Yes |

|  |  |
| --- | --- |
| **1. 2 Bidding Model** | |
| Please mark ‘X’ in the relevant box to indicate whether you are; | |
| a) Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself | Yes |
| b) Bidding as a Prime Contractor and will use third parties to deliver some of the services  If yes, please provide details of your proposed bidding model that includes members 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. | Yes |
| c) Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver all of the services  If yes, please provide details of your proposed bidding model that includes members 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. | Yes |
| d) Bidding as a consortium but not proposing to create a new legal entity.  If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created.  Please note that the TEC Partnership may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract. | Yes  Consortium members  Lead member |
| e) Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV).  If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the biding model using a separate Appendix. | Yes  Consortium members  Current lead member  Name of SPV |

|  |  |  |
| --- | --- | --- |
| **1.3 Financial Information** | | |
|  | Please provide one of the following to demonstrate your economic/financial standing; | |
| 1. A copy of the audited accounts for the most recent two years |  |
| 1. A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation |  |
| 1. A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. |  |
| 1. Alternative means of demonstrating financial status if any of the above are not available (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). |  |
|  | Where the TEC Partnership has specified a minimum level of economic and financial standing and/or a minimum financial threshold within the evaluation criteria for this ITT, please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out here. | Yes  No |
|  | **(a) Are you part of a wider group (e.g. a subsidiary of a holding/parent company)?**  If yes, please provide the name below:  Name of the organisation:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Relationship to the Supplier completing the ITT\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  If yes, please provide Ultimate / parent company accounts if available | Yes  No  Yes  No  Yes  No |

|  |  |
| --- | --- |
| **1.4 Relevant experience and contract examples** | |
|  | Please provide details of up to three contracts, in any combination from either the public or private sector, that are relevant to the TEC Partnership’s requirement. Contracts for supplies or services should have been performed during the past three years.  The named customer contact provided should be prepared to provide written evidence to the TEC Partnership to confirm the accuracy of the information provided below.  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 will be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).  Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the principal intended provider(s) or sub-contractor(s) who will deliver the supplies and services. |

|  |  |  |  |
| --- | --- | --- | --- |
| **Contract 1** | | | |
| Name of customer organisation |  | Point of contact  Position  Email address |  |
| Contract start/end date |  | Estimated contract value |  |
| In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market |  | | |
| **Contract 2** | | | |
| Name of customer organisation |  | Point of contact  Position  Email address |  |
| Contract start/end date |  | Estimated contract value |  |
| In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market |  | | |
| **Contract 3** | | | |
| Name of customer organisation |  | Point of contact  Position  Email address |  |
| Contract start/end date |  | Estimated contract value |  |
| In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market |  | | |
| **If you cannot provide at least one example of questions 1 to 4, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start up.** | | | |
|  | | | |

**To comply with the Public Contract Regulations 2015 the TEC Partnership only requires the following questions to be answered (self-certify). You do not need to provide evidence at this stage. Checks against each module will only be carried out on the winning supplier/contractor at award stage. Responses will be evaluated on a pass/fail basis instead of being scored/weighted.**

**Insurance**

|  |  |  |
| --- | --- | --- |
| **1** | 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:  Employer’s (Compulsory) Liability Insurance = £5m  Public Liability Insurance = £5m  Professional Indemnity - £1m  “It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5million as a minimum. Please note that this requirement is not applicable to Sole Traders. | Yes  No |

**Compliance with equality legislation**

|  |  |  |
| --- | --- | --- |
| For organisations working outside of the UK please refer to equivalent legislation in the country that you are located. Please self – certify | | |
| **1** | In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)? | Yes  No |
| **2** | In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?  If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.  If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.  You may be excluded if you are unable to demonstrate to the TEC Partnership’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring. | Yes  No |
| **3** | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | Yes  No |

**Environmental Management**

Please self – certify

|  |  |  |
| --- | --- | --- |
| 1 | Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or Group (including local Group)?  If your answer to this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.  The TEC Partnership will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last three years, unless the TEC Partnership is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches. | Yes  No |
| 2 | If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation? | Yes  No |

**Health & Safety**

|  |  |  |
| --- | --- | --- |
| 1 | Please self-certify that your organisation has a Health & Safety Policy that complies with current legislative requirements. | Yes  No |
| 2 | Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last three years?  If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.  The TEC Partnership will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the TEC Partnership’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches. | Yes  No |
| 3 | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | Yes  No |

**Modern Slavery Act Statement**

|  |  |  |
| --- | --- | --- |
| 1 | Please self-certify that your organisation warrants that it has thoroughly investigated its labour practices and those of its direct suppliers to ensure that there is no slavery or forced labour used anywhere in its organisation or used in any of its direct suppliers’ or subcontractors’ organisation. The supplier further warrants that it has put in place all necessary processes, procedures, investigations and compliance systems to ensure that the warranties made above will continue to be the case at all times. | Yes  No |

**Appendix 4 – Scoring Criteria**

| **Score %** | **Score** | **4** | **3** | **2** | **1** | **0** |
| --- | --- | --- | --- | --- | --- | --- |
| 50% | Fee proposal | Most economically advantageous | Economically advantageous | Economically advantageous | Least economically advantageous | Response is missing. |
| 20% | Service Offer | Confirmation and detailed evidence in return considering methodology and details of onsite and remote servicing of equipment and software.  Confirmation and evidence of immediate software support for software failure, diagnosis and rectfification, including service timeframes.  Details of training of MODAL staff in the local operation of hardware and software.  The provision of operational manuals and online help to support local staff and trainers. | Confirmation and evidence in relation to ongoing service support for on-site visits and online support.  The provision of information related to software support and timeframes.  The provision of information related to operational support for MODAL staff. | Tender considers and outlines software and equipment support.  Confirmation and some description of how the supplier will support equipment. | Lacks some detail sufficient to ensure viability of service requirements; lacks detailed information concerning service timeframes for online software support. | Response is missing. Response is very weak and does not address the specification. |
| 20% | Future Proofing | Detailed understanding of IMO/STCW and INMARSAT requirements for future GMDSS training.  Confirmation that the system is capable of being upgraded to meet future training requirements.  Equipment and software is demonstrably capable or maintenance and development to meet future GMDSS requirements.  The tender includes a detailed schedule or how servicing will meet future upgrade requirements.  Examples of prior software releases are provided as is an indicative schedule for future releases. | Evidence to show that the equipment is capoable of meeting future GMDSS training needs.  Tenderer provides detail of how future training needs can be met and provides an indicative release schedule. | Some detail provided on respect of future GMDSS requirements and how the software and equipment supplied is capable of meeting future rquirements.. | Limited future proofing information and detailing. Some evidence of software development plans. | Response is missing. Response is very weak |
| 10% | Relevant Experience and Examples | Supplier/Contractor successfully delivered similar contracts over the last two years. Evidenced by completion certificates or references  Delivery methods fully explained & suitable and relevant to the MODAL project.  No element of requirement sub-contracted and evidence of similar suitable ongoing service contracts. | Supplier/Contractor states delivered similar contract with limited or no evidence.  Some description of delivery methods & suitable ongoing servicing contracts.  May Sub-contract part of the works or servicing and can evidence bona-fides of the sub-c0ntractor | Supplier/Contractor states delivered similar contract, no evidence.  methods but not specific enough.  Sub-contracts most of the works and may have difficulty in evidencing recent contracts | Supplier/Contractor has not delivered a similar contract.  Sub contracts most of the work with no strong details of how such may work. | Response is missing. Response is very weak and does not address the specification. |