

CORE CAPRICORN – 3MW Battery Energy Storage System



INSTRUCTION DOCUMENT

I. INTRODUCTION

I.1 The Requirement

CORE Capricorn ('CORE') is working in partnership with Plymouth City Council ('The Council') to develop a 3MW (up to 5MW) Battery Energy Storage System. We would like to invite you to provide a tender for the provision of the system.

Creacombe Farm is currently host to two solar PV projects, the FIT subsidised 4.4MWp Creacombe Solar C.I.C. and the unsubsidised 2.9MWp Marlands Solar Limited. Both assets are wholly owned by CORE Capricorn Limited and have operated since December 2019. CORE Capricorn operates for the benefit of Yealm Community Energy, a local Community Benefit Society.

It is proposed that the System will be co-located with Marlands Solar Limited but operate separately as an AC coupled system with independent MPANs within the shared customer substation.

The size of the Battery Energy Storage System will be driven by the overall project economics. We are interested in options for a modular system that can be expanded over time.

We have assumed a battery duration of 1.5hrs (3MW / 4.5 MWh) however will consider proposals for system of 1 hour(s) or greater.

The proposed System is being developed in partnership with Plymouth City Council through the ERDF Interreg programme. The project is also supported by Finance Earth and Eden Renewables.

The following documents are available and provide important information for potential tenderers.

- Appendix A – Specification / RFP

The anticipated deadline for the procurement of the battery system (including a down payment) is by early July 2022. With the development on the system to take place over the course of 2022-2023.

I.2 The Procurement

CORE Capricorn ('CORE'), working in partnership with Plymouth City Council ('The Council') is looking to procure the following:

1. Battery Stacks including a Battery Management System for either (i) 3MW+ or (ii) modular system, with a minimum first installation of 2MW.
2. Battery enclosure, including HVAC / thermal controls, fire protection and suppression systems
3. Power conversion system (DC/DC) (if applicable)
4. Transformer (optional)
5. EMS system (optional)

This ITT is issued as part of the procurement process in which the Council is undertaking under the Open tendering procedure; in accordance with the Public Contracts Regulations 2015.

A Contract Notice published on Contracts Finder/Find a Tender Service (FTS) was dispatched on 29/04/2022.

Tenderers must submit for at least the requirement of Battery Stacks (including a Battery Management System) and Battery enclosure as detailed in the ITT. The requirements for Power conversion system, transformer and EMS system are optional and may be procured separately. This will form the basis of the tender evaluation.

CORE and the Council reserves the right to award the business in whole to one Tenderer, in part to more than one Tenderer or to make no award at all.

For the purpose of this Tender all Lots shall be referred to as the CORE CAPRICORN – 3MW Battery Energy Storage System.

This ITT comprises the following documents:

- CORE Capricorn 3MW Battery System - Instruction Document (this document including appendices)
 - 1 – Introduction (the requirement)
 - 2 – Instruction to Tenderers
 - 3 – Tender Evaluation
 - 4 – Tender Conditions
 - 5 – Definitions
- CORE Capricorn Battery System - Return Document
 - Schedule 1 – Suitability Assessment
 - Schedule 2 – Pricing Schedule
 - Schedule 3 – Method Statements
 - Schedule 4 – Form of Tender
 - Schedule 5 – Declarations
- Appendix A – RFP/Specification

CORE reserves the right to add, remove, amend and supplement ITT documents as necessary. Should this be considered necessary prior to the date for submission of Tenders, these will be notified in writing and issued by the CORE to Tenderers and will then forthwith be deemed to form part of the Tender Documents.

1.3 Procurement timetable

CORE proposes the following timetable for this Tender. This is intended as a guide and whilst CORE does not intend to depart from the timetable it reserves the right to do so at any stage. Tenderers will be notified accordingly where there is a change in the timetable.

Please Note: Due to the Project's critical path, any request for an extension to this deadline is unlikely to be granted

Activity	Date/Target Date
Contract Notice Published	29 April 2022
Contracts Finder Notice Published	29 April 2022
Dispatch of ITT	29 April 2022
Deadline for Tenderer ITT Clarifications	5 May 2022
Deadline for CORE Responses to Clarifications	12 May 2022
Return of ITT	27 May 2022
Evaluation of Tenders completed	June 2022
Notification of successful Tenderer	June 2022

Regulation 87 standstill period (10 calendar days)	June 2022
Contract Award	June 2022
Estimated Service Commencement	July 2022

CORE reserves the right to amend the ITT process, cancel the evaluation process at any stage; and/or require the Tenderer to clarify its Tender in writing and/or provide additional information. (Failure to respond adequately may result in the Tenderer not being selected).

2. INSTRUCTIONS TO TENDERERS

The Tenderer shall ensure that each and every sub-contractor, partner and adviser abides by the terms of these instructions and the conditions of the ITT.

2.1 Intent to Tender

All Tenderers are requested upon receipt of this ITT, to contact alex@finance.earth to advise on their willingness or otherwise to submit a Tender.

2.2 Submission Preparation

2.2.1 Tenderer Responsibilities

CORE encourages Tenderers to review all elements of the ITT for completeness. Should you find discrepancies in, or omissions from the ITT Documents, please contact CORE at alex@finance.earth

The Tenderer is required to examine the ITT and to obtain all information as it may require them to submit a Tender. The Tenderer shall be deemed to have satisfied itself as to the correctness and sufficiency of its Tender to cover all obligations under the Contract and a Tenderer shall also be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect its Tender.

No claims whatsoever shall be entertained arising out of the Tenderer's failure to study the Tender Documents.

Tenderers may not make any public statements or take part in any promotional activity relating to the procurement process without prior agreement with CORE and the Council.

If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

2.2.2 Tender Costs

Tenderers are entirely responsible for the costs of participating in this procurement and no payment, reimbursement, compensation or any other remuneration will be payable by CORE.

2.2.3 Clarification and Queries

There will not be any negotiations on any of the substantive terms of the ITT. Only clarification queries relating to the ITT will be answered.

Tenderers shall communicate all Tender related queries by emailing alex@finance.earth no later than the ITT Clarification Question deadline detailed in the timetable.

The Contact Officer will respond to all such queries by the issue of a circular advice to all Tenderers.

TELEPHONE ENQUIRIES WILL NOT BE ACCEPTED

2.3 Submission Instructions

2.3.1 Compliance

Tenderers must submit the following documents, completed in full, to constitute a complaint submission:

- CORE Capricorn Battery 3MW Battery System - Return Document (including all Schedules)
- Schedule 1-5

Details should also be provided in relation to the proportion of any contact awarded that the applicant proposes to sub-contract.

2.3.2 Date, Time and Location

Tenders must be submitted via email to alex@finance.earth.

Tenders must be received no later than date and time in the Procurement timetable within this document. Returns received after this deadline will not be considered.

Your response may be retracted and re-submitted at any time before the closing date.

2.4 Submission Format

2.4.1 General

Please ensure that all questions are completed in full using the boxes provided. If the question does not apply to you, please state 'N/A'.

Failure to provide the required information, make a satisfactory response to any question, or supply documentation referred to in responses, within the specified timescale, may mean that a Tenderer is disqualified from the process. In the event that none of the responses are deemed satisfactory, CORE reserves the right to terminate the procurement exercise and, where appropriate, to re-advertise.

Please note that if any information given in your Tender changes during the ensuing evaluation period you are required to notify CORE accordingly.

2.4.2 Pricing Spreadsheet

Please provide an itemised quotation per relevant system you would seek to deliver. Prices must incorporate all costs required to undertake the contract to the minimum requirements as detailed in the RFP/specification. CORE will not be responsible for any additional costs.

All prices shall be stated in pounds sterling and exclusive of VAT.

If there is no charge for an item, please state none.

Prices must incorporate all costs required to undertake the contract to the minimum requirements as detailed in the specification. CORE will not be responsible for any additional costs.

Please note: Should the proposed service be deemed unsustainable based on the pricing provided, then the Tender will be disqualified.

2.5 Tender Errors and Omissions

If CORE discovers errors or omissions in the Tender, the Tenderer may be required to justify the price/item(s) concerned. Any price adjustments to the Tender made by agreement between CORE and the Tenderer shall be confirmed in writing by the Tenderer to CORE before final acceptance by CORE. CORE reserves the right not to accept any amendments to the initial tender.

2.6 Right to Cancel, Clarify or Vary the Process

CORE reserves the right to:

- amend the terms and conditions of the ITT process,
- cancel the evaluation process at any stage; and/or
- require the Tenderer to clarify its Tender in writing and/or provide additional information. (Failure to respond adequately may result in the Tenderer not being selected).

2.7 Notification

Following evaluation of the Tenders, CORE will make a decision on which, if any, Tender shall be accepted.

Any contract award will be conditional on the Contract being approved in accordance with the CORE's internal procedures and CORE being generally able to proceed.

CORE will not enter into any form of binding commitment until the mandatory standstill period under Regulation 87 of the Public Contracts Regulations 2015 has expired and its original decision on which tender shall be accepted remains unchanged following any representations made during the standstill period.

3. TENDER EVALUATION - Open Procedure

Evaluation will be undertaken in accordance with the overall evaluation strategy for the project.

Failure to provide a satisfactory response to any of the questions may result in CORE not proceeding further with the Tenderer.

CORE will evaluate tender submissions as a two part process.

The first part will consist of an assessment of the Tenderer's suitability in principle to deliver the requirement as detailed in the ITT document pack and checking that all required documents are completed and submitted. Only Tenderers passing this first part will have their Tenders evaluated at the second part.

The second part is the award and considers the merits of the eligible Tenders in order to assess which is the most economically advantageous. In this part only quality and price criteria that are linked to the subject matter of the contract are used.

CORE reserves the right to seek independent financial and market advice to validate information declared, or to assist in the evaluation of tenders.

CORE intends to award any Contract based on the most economically advantageous offer.

CORE will not be bound to accept the lowest price of any Tender submitted.

3.1 Part I- Suitability Assessment

This section will assess the Tenderer's suitability to undertake the contract requirement.

The questions included in this Schedule, as advised in PPN Action Note 8/16 9th September 2016, have been informed by the Crown Commercial Services Standard Selection Questionnaire (SQ).

For ease of completion, where you have completed a European Single Procurement Document (ESPD) for a separate procurement process, provided the ESPD remains valid and accurate, you may submit this previously completed document as part of your response to this procurement process.

If it is your intention to submit a previous ESPD, where a question is from ESPD please insert 'SEE ESPD' into the response box provided and detail the relevant attachment.

Where the Council considers your ESPD document as not providing a sufficient response to its question(s) you may be required to submit additional information.

Please Note: Whilst it is not anticipated that the wording of the SQ/ESPD/PAS9I questions will be amended; in the event they do change then the above section cannot be used as fair evaluation and comparison cannot take place.

Part I assessments are made against the responses to the suitability schedule included at Schedule I.

3.1.1 Evaluation Criteria and Methodology

Each module within the Return Document will be clearly identified as being evaluated on a; for information only, pass/fail or scored basis. Please ensure that all questions are completed in full using the boxes provided.

For Information Only Questions - Questions identified as for information only are for this purpose only and will not be evaluated.

Pass/Fail Questions - Questions identified as PASS/FAIL will be evaluated on a pass/fail basis. Each question will clearly indicate what response constitutes as PASS and what response constitutes as FAIL. In the event of the Tenderer being awarded a 'fail' on any of the criteria, the remainder of your Tender will not be evaluated and you will be eliminated from the process. Your company will be disqualified if you do not submit these completed questions.

In accordance with the regulations, wherever possible CORE is permitting Tenderers to self-certify they meet the minimum PASS/FAIL requirements without the need to attached evidence or supporting information. Any supporting information CORE regards as critical to the success of the procurement this will be specifically requested.

The return document will clearly indicate whether 'Self-certification' is acceptable or whether 'Evidence is required' for each question.

Where Tenderers are permitted to self-certify, evidence will be sought from the **successful Tenderer at contract award stage**. Please note the successful Tenderer must be able to provide all evidence to the satisfaction of CORE at contract award stage within a reasonable period, if the successful Tenderer is unable to provide this information CORE reserves the right to amend the contract award decision and award to the next compliant Tenderer.

Where a plan or other documentary evidence is specifically requested, this should be provided in Annex format. You should clearly identify which question you are answering by using headings and

sub-headings. Please note plans or other documentary evidence specifically requested does/does not count towards the word count. Annexes are not a space for extending your response.

The suitability assessment is a self-declaration, made by you (the Tenderer), that you do not meet any of the grounds for exclusion. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning). In such instances where a breach has occurred and self-cleaning mitigations submitted, the reliability of these measures must be to the satisfaction of the council in order to Pass.

If the question does not apply to you, please state 'N/A'.

Only the information provided in your responses will be taken into account. Do not assume that assessors will have any previous knowledge of your organisation. Do not cross-reference your responses. Different parties may evaluate different sections of your Tender. It is important therefore that all information is provided under the appropriate heading. Duplicate your answers if necessary.

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2.

For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

3.2 Part 2 - AWARD

This section will assess how the Tenderer proposes to deliver the required service as detailed in the specification.

Tenderers passing all the pass/fail criteria in part 1 will have their responses made to part 2 evaluated by CORE to determine the most economically advantageous Tender based on the quality and price criteria that are linked to the subject matter of the contract.

3.2.1 Award criteria

The high level award criteria is as follows:

Criteria	Weighting
Price	75%
Quality	25%
TOTAL	100%

Weightings for individual sub-criteria contained under each of the above are detailed in the return document.

3.2.2 Evaluation Methodology

3.2.2.1 PRICE (Schedule 2)

Evaluation made against comparison of pricing schedules.

PRI Total Tender Sum

The Tenderer’s Total Tender Sum will be evaluated using the scoring system below:

$$\left(\frac{\text{Lowest Total Tender Sum}}{\text{Tenderer's Tender Sum}} \right) \times \text{Weighting} = \text{Weighted score}$$

3.2.2.2 QUALITY (Schedules 3-5)

Strength of proposals to comply with the CORE’s specification - evaluation made on proposals submitted in response to the requirements set out in specification and taking into consideration the CORE’s aims and mission.

Each question will be clearly identified as being evaluated on a pass/fail or scored basis.

Pass/Fail Questions- Questions identified as PASS/FAIL will be evaluated on a pass/fail basis. Each question will clearly indicate what response constitutes as PASS and what response constitutes as FAIL. In the event of the Tenderer being awarded a ‘fail’ on any of the criteria, the remainder of your Tender will not be evaluated and you will be eliminated from the process. Your company will be disqualified if you do not submit these completed questions.

Scored Questions - Questions identified as SCORED will be evaluated in accordance with the following sub-criteria and weightings:

Section	Weighting
MS1: Provision of suitable Battery Energy Storage System (and ancillaries)	15%
MS2: Provision of appropriate equipment warranties	5%
MS3: Support of installation and commissioning	2.5%
MS4: Provision of ongoing support including repairs and spare parts	2.5%
Total	25%

Where individual questions carry either more or less importance than others they have been grouped and weighted accordingly. Section weightings are identified at the top of each group of questions and sub-weightings are identified against individual questions. The question or group of questions will be allocated a score and the appropriate weightings will then be applied. The weighted score will be rounded to 2 decimal places.

Questions identified as SCORED will be evaluated using the Scoring Table I below:

Scoring Table I

Response	Score	Definition
Excellent	5	Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement/outcomes and provides details of how the requirement/outcomes will be met in full.

Very good	4	Response is particular relevant. The response is precisely detailed to demonstrate a very good understanding of the requirements and provides details on how these will be fulfilled.
Good	3	Response is relevant and good. The response is sufficiently detailed to demonstrate a good understanding and provides details on how the requirements/outcomes will be fulfilled.
Satisfactory	2	Response is relevant and acceptable. The response addresses a broad understanding of the requirements/outcomes but lacks details on how the requirement/outcomes will be fulfilled in certain areas.
Poor	1	Response is partially relevant and poor. The response addresses some elements of the requirements/outcomes but contains insufficient/limited detail and explanation to demonstrate how the requirements/outcomes will be fulfilled.
Unacceptable	0	No or inadequate response. Fails to demonstrate an ability to meet the requirement/deliver the required outcomes.

4. Tender Conditions

4.1 Acceptance of Tender

The Tender shall constitute an irrevocable offer to provide the Requirements. The successful Tenderer shall conclude a formal Contract with CORE which shall embody the Tenderer's offer.

It is clearly understood that the ITT and the submission of the Tender shall not in any way bind CORE or the Council to enter into a contract with the Tenderer or involve CORE or the Council in any financial commitment whatsoever in this respect. The Tenderer is also advised that the CORE and the Council shall not bind themselves to accept the lowest, or any, Tender, but at the CORE's sole discretion CORE may accept the whole or part of any Tender.

CORE's Contract award / acceptance process will be as follows:

- The process shall be subject to and compliant with Part 3 of the Public Contract Regulations 2015 (in so far as the same shall be applicable by law).
- The successful Tenderer shall receive a letter from CORE indicating their success in this Tender activity. However, this indication shall not constitute any binding commitment on CORE or the Council's part unless this is confirmed in writing following the expiration of the mandatory standstill period required by the Public Contracts Regulations 2015 .
- Subject to this, a formal contract shall be subsequently sent to the successful Tenderer for signature or execution as a deed.
- The Tender shall remain open for acceptance for a period of 6 weeks from the closing date for the receipt of Tenders. A Tender valid for a shorter period may be rejected.

The Tenderer's attention is particularly drawn to the following:

4.2 Rejection of Tender

CORE may in its absolute discretion refrain from considering or may reject any Tender or disqualify a Tenderer if or where:

- the Tenderer fails to comply fully with the requirements of this ITT; and/or
- the Tenderer is guilty of serious misrepresentation in relation to, or in supplying any information required in, this ITT document or its Tender and/or otherwise in the Tender process; and/or
- its Tender is incomplete or vague or is submitted later than the prescribed date and time;

and/or

- its Tender is otherwise not in accordance with the ITT and all or any other provisions of the Tender Documents or is in breach of any condition contained in the ITT; and/or
- there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer.

Any Tender in respect of which the Tenderer:

- has directly or indirectly canvassed any official of CORE or the Council or obtained information from any other person who has been contracted to supply goods or provide services or works to CORE or the Council concerning the award of the Contract or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tenderer; or
- fixes or adjusts the prices shown in the itemised quotations as part of Schedule 2 by or in accordance with any agreement or arrangement with any other person; or
- communicates to any person other than CORE or the Council the amount or approximate amount of the prices shown in the itemised pricing quotations as part of Schedule 2, except where such disclosure is made in confidence in order to obtain Tenders necessary for the preparation of the Tender or for the purposes of insurance or financing; or
- enters into any agreement with any other person that such other person shall refrain from submitting a Form of Tender or shall limit or restrict the prices to be shown or referred to by another Tenderer; or
- offers to agree to pay to any person having direct connection with the ITT process or does pay or give any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done in relation to any other Tenderer or any other person's proposed Tender, any act or omission; or
- (in connection with the award of the Contract) commits an offence under the Prevention of Corruption Acts 1889 to 1916 or gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972

Shall not be considered for acceptance and shall accordingly be rejected by CORE provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to CORE or the Council or any criminal liability which such conduct on the part of the Tenderer may attract or to which such conduct shall give rise.

4.3 CORE Representatives

Only the below listed individuals are authorised by CORE to make representation or explanation to Tenderers as to the meaning of the Contract or any other Tender Document or as to anything to be done or not to be done by Tenderers or the successful Tenderer or as to these instructions or as to any other matter or thing as to bind CORE or the Council:

Name	Contact
Andre Sarvarian	Andre@finance.earth
Alex Hume	Alex@finance.earth
Sanne Van Der Meer	Sanne@finance.earth

4.4 Tenderers Warranties

In submitting the Tender the Tenderer warrants and represents and undertakes to both CORE and the Council that it has not done any of the acts or matters referred to in section 4.2

(Rejection of Tender) of this ITT and has complied in all respects with this ITT. The Tenderer further so warrants and represents and undertakes to CORE and the Council that:

- All information, representations and other matters of fact communicated (whether in writing or otherwise) to CORE or the Council by the Tenderer or its employees, officers, agents or advisers in connection with or arising out of the Tender are true, complete and accurate in all respects.
- The Tenderer has made its own investigations and research, and has satisfied itself in respect of all matters relating to the Tender Documents.
- The Tenderer has full power and authority to enter into the Contract and provide the requirement(s) and will if requested produce evidence of such to CORE.
- The Tenderer is of sound financial standing and the Tenderer and its partners, directors, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the audited accounts or other financial statements of the Tenderer submitted to the Council) which may adversely affect such financial standing in the future.

4.5 Core and Council's warranties and disclaimers

The fact that a Tenderer has been invited to submit a Tender does not necessarily mean that the Tenderer has completely satisfied all CORE or the Council's criteria and CORE may require further information as appropriate and assess this as part of the Tender evaluation process.

The Tenderer shall have no claim whatsoever against CORE or the Council in respect of such matters and in particular (but without limitation) CORE shall not make any payments to the successful Tenderer save as expressly provided for in the Contract and (save to the extent set out in the Contract) no compensation or remuneration shall otherwise be payable by CORE or the Council to the Tenderer in respect of the Works (and any associated Goods and Services) by reason of the Specification being different to that envisaged by the Tenderer or otherwise.

Whilst the information in this ITT has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. With the exception of statements made fraudulently, CORE and the Council does not accept any liability or responsibility for the adequacy, accuracy or completeness of such information.

Neither CORE, the Council nor either's advisers, nor their respective members, officers, directors, partners, employees, other staff or agents nor any of them:

- makes or make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT or with respect to the information contained in the ITT or with respect to any written or oral information made or to be made available to any Tenderer or its professional advisers; nor
- accepts or accept any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information; nor
- shall be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

Each Tenderer to whom the ITT is sent must make its own independent assessment of the proposed terms after making such investigation and taking such professional advice as it deems necessary to determine its interest in the Contract.

For the avoidance of doubt the provision of clarification or further information in relation to the ITT or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with Condition I.1.4 of this ITT.

This ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a Tender or enter into any other contractual agreement.

Under no circumstances shall CORE or the Council be liable to a Tenderer in respect of any costs incurred by a Tenderer (whether directly or otherwise) in relation to the preparation or submission of a Tender.

4.6 Legal relations

Nothing contained in this ITT or in any other communication made between CORE or/and the Council and any other party shall be taken as constituting a contract, agreement or representation between the Council and any other party (excluding a formal award of contract). The terms of the Contract set out in Schedule 4 are subject to contract and without prejudice to CORE or the Council's legal position.

This ITT does not constitute an offer and neither CORE nor the Council is committed to any course of action as a result of issuing this ITT or communicating with Tenderers in respect of it or any other communication between the Council, CORE and any other party. In particular Tenderers should note that the CORE reserves the right, in its absolute discretion:

- not to award the Agreement to any of the Tenderers or at all;
- to award a Tenderer either the whole of the Agreement or part thereof
- to accept a Tender in whole or in part
- not to accept the lowest price Tender
- subject to relevant legislation, at any time to reject any Tender and/or to terminate discussions with any one or more Tenderers; and
- to disqualify any Tenderer who makes material changes to any aspect of either their pre-qualification submission or Tender unless substantial justification can be provided to the satisfaction of the Council.

4.7 Whistleblowing Policy

The Successful Tenderer shall comply with the Council's whistle blowing procedure, which ensures that employees of the Successful Tenderer are able to bring to the attention of a Relevant Authority malpractice, fraud and breach of Laws on the part of the Successful Tenderer or any Sub-contractor without fear of disciplinary and other retribution or discriminatory action. The Council's Whistleblowing Policy can be made available upon request (to CORE or the Council).

5. DEFINITIONS

In this Invitation to Tender the following words and expressions shall have the following meanings set out below:

“Clarification Period”

means the time during which clarifications associated with the ITT or any support documentation may be sought in writing to the Contact Officer;

“Contract Commencement”

means the date when the Contract commences as indicated in this ITT;

“Contact Officer”

means alex@finance.earth of Finance Earth

“Contracts Finder”

means the online government portal which allows suppliers to search for information about contracts worth over £10,000 (excluding VAT). The Public Contracts Regulations (PCR) 2015 introduced legal requirements for advertising on Contracts Finder.

“Contract”

means the Contract for the provision of the requirement(s), which will be awarded to a successful Tenderer.

“CORE”

means CORE Capricorn Limited and any associated subsidiary, holding company or advisor (to expressly include Environmental Finance Limited).

“Council”

means Plymouth City Council;

“Find a Tender Service”

means Find a Tender Service (FTS) is the home of higher-value, public contract opportunities (tenders) within the UK. The Find a Tender Service can be used by both Public Buyers and Suppliers. For Public Buyers, the use of the portal is in compliance with Public Contract Regulations 2015.

“Form of Tender”

means the form, as contained within Schedule 4, submitted by the Tenderer to the Council as part of the Tender acknowledging that the Tenderer understands and accepts the terms of conditions of the Tender Documents and is making an unqualified and irrevocable offer to provide the Requirement;

“Goods”

means any Goods or materials to be supplied in relation to the specified Works as forming the subject of the Requirement;

“ITT”

means this invitation to tender;

“Local Area”

means Plymouth and its surrounding areas with a PL postcode

“Lots”

A Lot is a grouping of goods or services or works

“Pricing Schedule”

means the schedule of prices required to be completed by the Tenderer as part of the Tender;

"Regulations"

means the The Public Contracts Regulations 2015 (PCR 2015)

"Requirement"

means the Goods/Works/Services as described in this ITT and which will be the subject of the Contract.

“Specification”

means the Council’s requirements in relation to the Goods as detailed in the ITT document pack;

“Tender”

means the completed and signed Form of Tender, together with all completed schedules and information requested by CORE or the Council and submitted by a Tenderer;

“Tender Documents”

means all documents contained in this ITT and any additional documents issued to Tenderers by CORE in the course of this procurement activity;

“Tenderer”

means an supplier who has been invited by CORE to submit a Tender and the legal entity responsible for the information provided;

“WTO GPA”

refers to the World Trade Organisation Government Procurement Agreement in regards to the UK.

“You”/ “Your”

refers to the Tenderer