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**INVITATION TO TENDER (ITT)**

***TENDER SPECIFICATION FOR THE INSTALLATION OF SOLAR PANELS, INVERTERS, BATTERY STORAGE AND STORAGE CUPBOARD***

***Solar Panel Tender - Project Number: 001***

**Gul Skills Community Hub Project**

**Primary Contact**

Alison Elvey

Finance & Administration Director

Trelya

The Lescudjack Centre

Penmere Close

Penzance

TR18 3PE

07874879970

procurement@trelya.com

**INSTRUCTIONS FOR SUBMITTING TENDERS**

1. Service Providers will be held to have fully informed and satisfied themselves by their own independent observations and enquiries, including where appropriate site visits, as to the nature, extent and practicability of the contract requirements and its location, the means of access to deliver the project and all other points which can in any way affect the prices inserted in the Invitation to Tender.No payments will be made in respect of additional costs incurred by the Contractor in dealing with any obstruction or access problems.
2. Viewing by appointment only contact:
   * Alison Elvey: 07874879970 / [alison.elvey@trelya.com](mailto:alison.elvey@trelya.com);
3. All contract documents, whether a tender is submitted or not, remain the property of Trelya and shall be treated as private and confidential.
4. Tenders shall remain open for acceptance for a period of **90 days** after the latest date for submission.
5. Trelya will not be responsible for or pay any expenses or losses, which the Service Provider may incur in the preparation of their tender.
6. Trelya is not obliged to accept any tender and reserves the right to withdraw the tender at any time.
7. Tenders are to be returned by post to: Alison Elvey, Trelya, The Lescudjack Centre, Penmere Close, Penzance, TR18 3PE OR by email marked “**Solar Panel Tender - Project Number:001**” for the attention of Alison Elvey to [**procurement@trelya.com**](mailto:procurement@trelya.com).

**TENDERS ARE TO BE RECEIVED BY NO LATER THAN - 12 NOON FRIDAY 1st MARCH 2024**

**PART A**

**SPECIFICATION**

**Project Brief**

This ITT sets out Trelya’s requirements for a suitable Contractor to supply and install solar panels, inverters, battery storage and a battery storage cupboard.

The property where the equipment will be installed is the Lescudjack Centre, located at Penmere Close, Penzance TR18 3PE.

This ITT establishes some broad parameters that Trelya will consider when selecting the successful Contractor and offers guidance on the desired outcome of the project. Tenderers shall be expected to have familiarised themselves with the Lescudjack Centre and surrounding area. As such, a site visit will be required. In doing so, tenderers shall be deemed to have assessed any problems likely to be encountered in accessing the site to complete the work.

The purpose of this Brief is to obtain like for like competitive tenders and to form the basis of the Contractor appointment. Tenderers must demonstrate that they can provide a comprehensive, high-quality service for the benefit of the charity. However, Trelya reserves the right to add to, omit from, or amend this ITT in any way prior to execution of the contract. Changes that materially affect the provision of services described herein which shall cause a change in the price of providing such altered services must be agreed between Trelya and the appointed Contractor.

In line with our funders requirements (Cornwall Council’s Social Value Policy - http://tinyurl.com/33xdz28v), Trelya’s Procurement Policy and Trelya’s Environmental Policy we aim to maximise economic, social and / or environmental benefits in how we buy goods, works or services. This includes maximizing the added benefits that can be achieved to the local economy through our suppliers.

**About Trelya**

Trelya is a medium-size independent charity based in West Cornwall. Behind the images of sun, sea and sand, Trelya is located in one of the most economically deprived communities in the UK; in a county where people experience high unemployment, high house prices, low pay, often seasonal work and rural isolation.

Trelya aims to break the cycle of social exclusion including enabling adults and young people at risk of social exclusion, as a result of social and economic deprivation, to develop the skills, knowledge, awareness, aspirations and motivation to make positive choices about their lives and their behaviours.

**Gul Skills Community Hub**

Trelya has recently secured a Community Infrastructure Levy Grant and a Cornwall and Isles of Scilly Good Growth Shared Prosperity Fund Grant to fund this project. These grants will help to match fund, the Gul Skills Community Hub Project, which is a mix of capital and revenue expenditure.

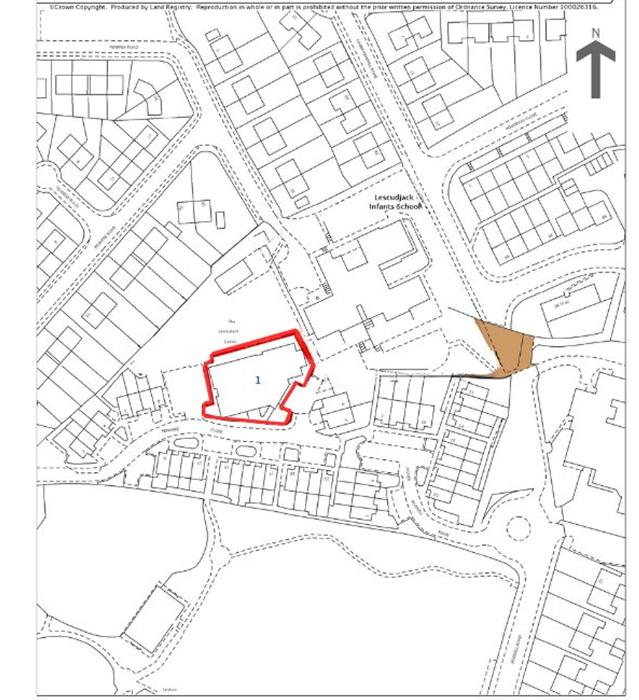
Cornwall Council has been chosen by Government as a Lead Authority for the UK Shared Prosperity Fund and is responsible for monitoring the progress of projects funded through the UK Shared Prosperity Fund in Cornwall and the Isles of Scilly.

The capital expenditure will help to reimagine the Community Centre Trelya owns, the Lescudjack Centre, at the heart of Treneere in Penzance.

As part of this capital expenditure, we are upgrading our Solar Panels, inverters and installing battery storage. This will enable us to ensure maximum energy generation from our solar panels and help address the issue of rising energy costs which are negatively impacting the sustainability of our community service. The project will also increase the production of renewable energy, to reduce Trelya’s energy costs and carbon emissions.

**Location Plan**

In addition, the location plan which identifies the position of the Lescudjack Centre within the Surrounding area.



**Background**

There are currently Solar Panels already located on the roof of the Lescudjack Centre, which Trelya owns. Our records show the system was commissioned in May 2008 and are subject to a FiT (Feed in Tariff) agreement. There are 3 Fronius IG60 HV inverters (see photo), but only one of the three is currently operating (see photo) and is producing 350 watts. We have decided to replace all of the current infrastructure with equipment that is fit for purpose and will provide solar energy into the long term. The photo below shows the existing solar panels.

A building with gps marks

Description automatically generated with medium confidence

**National Grid**

According to National Grid the maximum export and installed capacity for this site are:

* Total export capacity:  45kW
* Total Installed Capacity:  45kW

The contractor will be expected to contact and work with National Grid and supply them with the correct information including:

* Correct ENA form fully completed.
* Single line diagram.
* Type test certificate.
* Details of any export limitation devices.

**SPECIFICATION**

The project will provide and install new solar panels, inverters, battery storage, and a cupboard for battery storage. Please note our incoming supply fuses are size 80a.

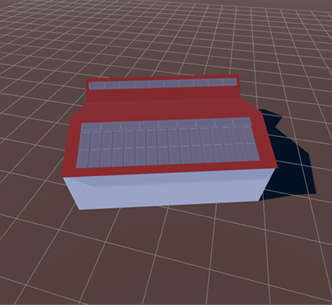
**Planning Permission**

We believe that we do not need planning as we can complete the project under permitted development as we comply with the relevant conditions.

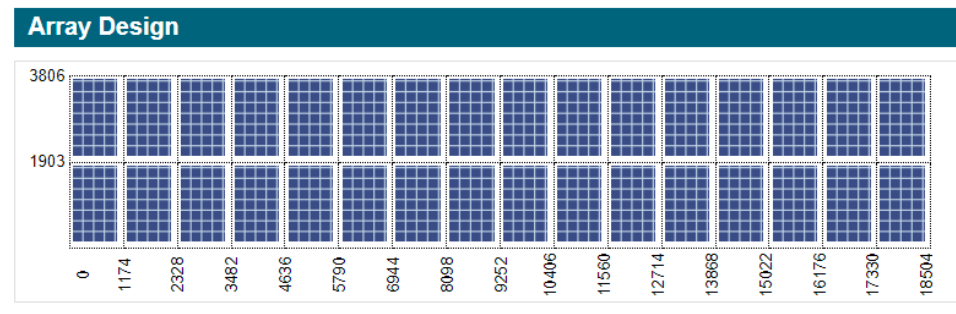
**Value of contract**

Lowest value for this contract is expected at £60,000 + VAT

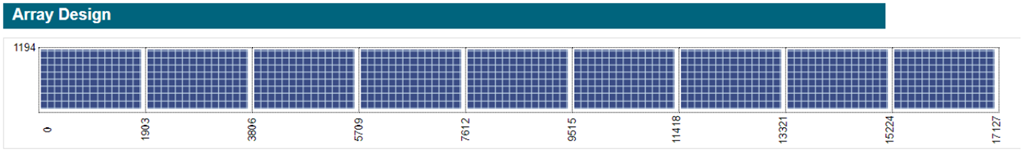
New Solar Array Position & Design: As shown below.

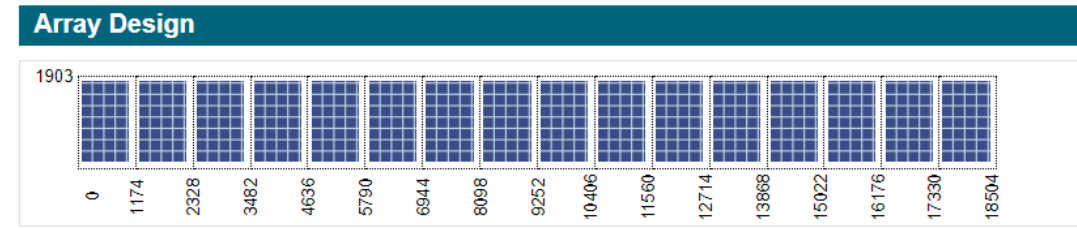
**Main Roof Array:**



**Main Roof Array 2nd set of panels:**



**2nd Roof Array**

****

**Welfare facilities**

Welfare facilities are provided by Trelya including access to toilets and washing will be provided on site within the Lescudjack Centre.

**Solar Array:**

57 x Tiger Neo 475Wp TOPCon N-Type Mono Black Frame. The size of the solar array needing to be installed is:

|  |  |
| --- | --- |
| Solar Estimated Annual Output | 32648 kWh |
| Inverter Rating | 24 kW |
| Battery Capacity | 28.8 kWh |
| Depth of Discharge | 96% |

**Battery Storage:**

As specified above (BSLBATT) which is ≥6000 cycles @ 80% DOD, 25°C, 0.5C and 28.8 kWh battery

**Inverter Capability:**

As specified above (Victron Energy Quattro 48/10000/140-100/100 230V VE.Bus Inverter Charger) which is 3 x Victron Quattro 10VA Inverters 1 per phase with a Maximum Feed through current of 100A.

**Solar Installation Specification**

Our funders require us to obtain like for like quotes. Therefore, please only quote for the items listed in the specification below. Alternative products will not be accepted.

Please note that the solar design is 27KW. As there isn't an inverter that can take that sized load it has been split across 2 inverters which are 15KW and 8KW as specified below.

|  |  |
| --- | --- |
| **Detailed Product Specification** | **Quantity** |
| Tiger Neo 475Wp TOPCon N-Type Mono Black Frame | 57 |
| Roof Mounting Rails (MetaSole (Renusol)) | To be confirmed by tenderer |
| PV DC Lightning Current & Surge Arrester - Type 1 + 2 combined 1200VDC MC4 connectors | 1 |
| Victron Energy Quattro 48/10000/140-100/100 230V VE.Bus Inverter Charger | 3 |
| Solis 8kW S5 3 Phase Dual MPPT – DC - inverters | 1 |
| Solis 15kW S5 3 Phase Dual MPPT – DC - inverters | 1 |
| BSLBATT | 6 |
| Victron Energy Lynx Distributor (M8) | 6 |
| Victron Energy Cerbo GX Panel and System Monitor | 1 |
| Victron Energy GX Touch 50 Panel and System Monitor Display Rack 18U from CM | 1 |
| Rack 18U from CM | 2 |
| Shelves for battery rack from CM | 6 |
| Victron Energy MEGA-fuse 125A/58V for 48V (1 pc) | 11 |
| Remote Victron Configuration to the VRM Portal | 1 |
| KETO Battery Disconnector With 80A Fuses | 9 |
| Victron Energy MEGA-fuse 200A/58V for 48V (1pc) | 6 |
| Victron Energy, Energy Meter ET340, 3 Phase - Max 65A/Phase | 2 |
| KETO 1 Battery Disconnector With 200A Fuses | 1 |
| Victron Energy Interface MK3-USB (VE.Bus to USB) | 1 |
| Victron Energy RJ45 UTP Cable 1.8m | 6 |
| Victron Energy RS485 to USB Interface 1.8m | 1 |
| K&N Dual String DC Switch Disconnector 25A 220V - 11A 460V (per string) | 1 |
| Victron Energy VE.Can to CAN-Bus BMS type B Cable 5m | 1 |
| MC4 Connector Twin Pack ( Kit 1 ) | 2 |

**Battery storage cupboard**

As the existing incoming supply plant room isn't a suitable size a purpose-built cupboard will be installed to house the battery storage

* Cupboard dimensions:
  + Width 1500mm approx. but fills gap between office window and wall to right.
  + Depth 1300mm
  + Height (Floor to ceiling) 2687mm
* The cupboard is FP30 rated for all materials supplied.
* Lined with fireboard on the top, front and side against the office.
* Any MDF used will be fire rated.
* Fire rated plain doors.

**Scaffolding**

Please itemise the cost for scaffolding in the quote as we may seek prices for this independently.

**Warranties and Guarantees**

Details of warranties and guarantees for all equipment supplied should be detailed in the tender response.

**The Service and Works**

The service and works required are outlined in the specification above. The tenderer must provide details of how the works will be delivered with the level of quality standards applied.

The tenderer is requested to submit a tender for providing all the services, together with an individual breakdown for each of the elements, providing a detailed “Schedule of Costs”.

Once appointed, the Contractor will be responsible for ordering the correct equipment and materials based on the agreed design and “Schedule of Costs”.

The Contractor shall not sub-contract the works or any part thereof without the written consent of Trelya, which shall not be unreasonable withheld. The Contractor shall at all reasonable times keep a competent person in charge and any instructions given by officers of Trelya shall be deemed as having been issued to the Contractor.

**Performance Monitoring**

The service will be provided in accordance with the specification for the contract, supplied separately and also in accordance with the terms and conditions see appendix 1 of this document.

Any inconsistency in or between the contract specification shall be corrected.

**Main Responsibilities of Contractor:**

* Oversee the project, including installation, monitoring, control and delivery;
* Compile a plan identifying the timeline from contract commencement to completion of installation and sign off;
* Prepare documentation including risk assessments, method statements, health and safety and evidence of relevant insurances;
* Co-ordinate meetings throughout the development of the project;
* Undertake site visits to check on works and discuss project progress;
* To contact and work with National Grid;
* Carry out communication with Trelya and any other stakeholder necessary to the delivery of the project;
* Compile a health and safety file for the project and once the project is complete hand this over to the Trelya for its records.

**Timetable for Tender Process**

|  |  |
| --- | --- |
|  | **Date** |
| Issue ITT | Thursday 18th January 2024 |
| Deadline for viewing by appointment only | 5pm Friday 16th February 2024 |
| Deadline for questions regarding the tender which should be received by email to Alison Elvey, Finance & Administration Director. (procurement@trelya.com) | 5pm Friday 16th February 2024 |
| Tender Submission Deadline | 12 Noon Friday 1st March 2024 |
| ITT validity period | 90 days from closing date |
| Estimated Award of Contract | 15th March 2024 |
| Anticipated Contract Commencement Date | 15th April 2024 |
| Anticipated Completion of works | Mid-May 2024 |
| Payment Terms | Payment to the Contractor will be within 30 days of receipt of invoice subject to agreement of the account by the Trelya’s Finance and Administration Director. Please identify in your tender if you require a deposit which will be subject to prior agreement. |

**Part B**

**STANDARD TENDER SUBMISSION DOCUMENTS**

***TENDER SPECIFICATION FOR THE INSTALLATION OF SOLAR PANELS, INVERTERS, BATTERY STORAGE AND STORAGE CUPBOARD. Project Number: 001***

**Issue Date: Thursday 18th January 2024**

**Deadline for receipt of tenders: 12 Noon Friday 1st March 2024**

**(TO BE RETURNED)**

Insert name of Tenderer:

**Overview of the ITT Evaluation Process**

The ITT sets out the procedural requirements with which the Tenderers must comply when making a Tender Submission.

The process has been structured in the way that it has in order to:

* Assist Trelya in identifying the Tenderers which will be most advantageous having regard to Trelya’s stated requirements and objectives;
* Make clear the requirements with which Tenderers must comply and the basis on which the Tenderers will be evaluated;
* Ensure compliance with the Project Funders requirements; and
* Maintain competition throughout.

If a Tenderer does not comply with any of the requirements contained in this ITT and this section Standard Tender Submission Documents, Trelya may (in its sole discretion) disqualify the Tenderer. It is the responsibility of each Tenderer to ensure that they have all the information they need to prepare their quotation.

Trelya will be seeking at least three written tenders for the items listed above and will choose the supplier based on the scoring criteria below. Please note we have not included “quality of product” within the scoring criteria as we expect the quote to match the specification provided so all equipment will be the same.

**Evaluation Model**

The evaluation model below shall be used for this ITT, which will be determined to two decimal places.

|  |  |
| --- | --- |
| **Pass/Fail Criteria**  Failure of any one of the pass/fail questions listed below will mean automatic disqualification from this quotation process. | |
| Compliance to Scope of Works | Pass / fail |
| ITT response received on time  ITT response in the correct format  Section 2 - Acceptable financial profile  Section 4 - Technical and Professional Ability & Examples of contracts undertaken in past 3 years  Section 5.1 - Insurance levels acceptable  Section 5.2 - Accreditation  Section 5.3 - Acceptable Health and Safety Compliance  Section 5.4 – Social Value  Section 5.5 - Real Living Wage  Section 5.6 - Environmental Sustainability Policy  Section 5.7 – Equal Opportunities Policy  Part 4: Pricing Schedule  Part 5: Anti-Collusion  Part 6: Confidentiality Undertaking  Part 7: Freedom of Information Act | Pass / fail  Pass / fail  Pass / fail  Pass / fail  Pass / fail  Pass / fail  Pass / fail  Pass / fail  Pass / fail  Pass / fail  Pass / fail  Pass / fail  Pass / fail  Pass / fail  Pass / fail |

|  |  |
| --- | --- |
| **Scoring Criteria (out of 100% rounded to two decimal places)** | |
| Pricing | 65% |
| Social Value | 15% |
| Delivery /Project management / Timing of Supply | 10% |
| After sales service/fault rectification | 10% |
| Total | 100% |

|  |
| --- |
| **Evaluation Criteria** |
| **Non-Price elements** will be judged on a score from 0 to 10, which shall be subjected to a multiplier so criteria worth 20% will have a 0-10 score and a multiplier of 2. The 0-10 score shall be based on: |
| 0-1 The Question is not answered, or the response is completely unacceptable. It does not meet the minimum requirement, or they have completely missed the point of the question  2-3 Very poor response and not acceptable – fails to meet the minimum requirement/standard. Requires major revision to the proposal to make it acceptable. Only partially answers the requirement, with major deficiencies and little relevant detail proposed.  4-5 Poor response only partially satisfying requirement/standard with deficiencies apparent. Some useful evidence provided but response falls well short of minimum requirements. Low probability of success, sufficient obstacles but correctable.  6-7 Response is acceptable and meets minimum requirement but remains basic and could have been expanded upon. Response is sufficient but does not inspire. Good probability of success, weaknesses can be readily corrected.  8-9 Response meets our expected requirement/standard and exceeds minimum expectations including as level of detail, which adds value to the bid. Great probability of success, no significant weaknesses noted.  10 – Excellent response – comprehensive and useful, which exceeds the specified performance or capability in a beneficial way. High probability of success, no weaknesses noted. The response is innovative and includes a full description of techniques and measurements to be employed. |

**Standard Selection Questionnaire**

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay, we reserve the right to amend the contract award decision and award to the next compliant bidder.

**Consequences of misrepresentation**

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce Trelya to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. 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.

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# Part 1: Potential supplier information

Please answer the following questions in full.

|  |  |  |
| --- | --- | --- |
| **Section 1** | **Applicant Information** | |
| Question number | Question | Response |
| 1.1(a) | Full name of potential supplier submitting the information (please include a copy of your letterhead). |  |
| 1.1(b) | Registered office address (if applicable) |  |
| 1.1(c) | Registered website address (if applicable) |  |
| 1.1(d) | Trading status   1. Public Limited Company 2. Limited Company 3. Limited Liability Partnership 4. Other Partnership 5. Sole Trader 6. Third Sector   Please specify your trading status |  |
| 1.1(e) | Date of Registration |  |
| 1.1(f) | Company registration number (if applicable) |  |
| 1.1(g) | Charity registration number (if applicable) |  |
| 1.1(h) | Head Office DUNS number |  |
| 1.1(i) | Registered VAT number |  |
| 1.1(j) | If applicable, is your organisation registered with the appropriate professional or trade organisation. If yes, please provide relevant details, including any registration number. For example: NAPIT, MCS, RECC |  |
| 1.1(k) | Trading name that will be used if the tender is successful. |  |
| 1.1(l) | Details of Persons of Significant Control (PSC), where appropriate:   * Name * Date of Birth * Nationality * Which conditions are met for being a PSC in relation to the company;   + - Over 25% up to (and including) 50%,     - More than 50% and less than 75%     - 75% or more.   (Please enter N/A if not applicable) |  |
| 1.1(m) | Details of immediate parent company   * Full name of intermediate parent company * Registered office address (if applicable) * Registration number (if applicable) * Head office DUNS number (if applicable) * Head office VAT number (if applicable)   (Please enter N/A if not applicable) |  |
| 1.1(n) | Details of immediate parent company  - Full name of intermediate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |

Please provide the following information about your approach to this procurement

|  |  |  |
| --- | --- | --- |
| **Section 1** | **Bidding model** | |
| Question number | Question | Response |
| 1.2(a) | Are you bidding as the lead contact for a group of economic operators |  |
| 1.2(b) | Name of group of economic operators (if applicable) |  |
| 1.2(c) | Proposed legal structure if the group of economic operators intends to form a named single entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure. |  |
| 1.2(d) | Are you proposing to use sub-Contractors |  |
|  | If you answered yes to 1.2(d), please provide additional details for each sub-Contractor   |  |  |  | | --- | --- | --- | | Name |  |  | | Registered address |  |  | | Trading status |  |  | | Company Registration number |  |  | | Head Office DUNS number (if applicable) |  |  | | Registered VAT number |  |  | | Type of Organisation |  |  | | The role each sub-Contractor will take in providing the works and/or supplies e.g. key deliverables |  |  | | The approximate % of contractual obligations assigned to each sub-Contractor |  |  | | |

**Contact details and declaration**

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

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.

I understand that Trelya may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

|  |  |  |
| --- | --- | --- |
| **Section 1** | **Contact details and declaration** | |
| Question number | Question | Response |
| 1.3(a) | Contact name |  |
| 1.3(b) | Name of organisation |  |
| 1.3(c) | Role in organisation |  |
| 1.3(d) | Phone number |  |
| 1.3(e) | E-mail address |  |
| 1.3(f) | Postal address |  |
| 1.3(g) | Signature (electronic is acceptable) |  |
| 1.3(h) | Date |  |

# Part 2: Selection Questions

**Accounts and Financial Statements**

|  |  |  |
| --- | --- | --- |
| **Section 2** | **Economic and Financial Standing** | |
| Question number | Question | Response |
| 2.1 | Please provide a copy of your accounts for the last 2 years. If unable to do so please provide one of the following? |  |
| (a) A statement of turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cashflow for the most recent year of trading for this organisation |  |
| (b) A statement of the cashflow forecast for the current year and a bank letter outlining the current cash and credit position. |  |
| (c) Alternative means of demonstrating financial status if any of the above is 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). |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Section 3** | **If you are part of a wider group, please provide further details below** | | |
| Name of organisation | |  | |
| Relationship to the supplier completing these questions | |  | |
|  | Are you able to provide parent company accounts if requested at a later stage? | | Y / N |
|  | If yes, would the parent company be willing to provide a guarantee if necessary? | | Y / N |
|  | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)? | | Y / N |

|  |  |
| --- | --- |
| **Section 4** | **Technical and Professional Ability** |
| 4.1 | **Relevant experience and contract examples**  Please provide details of 3 contracts, in any combination from either the public or private sector, voluntary, charity or social enterprise that are relevant. Contracts for supplies or services should have been performed during the past 3 years.  The named contract provided should be able to provide written evidence 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, then 3 separate examples should be provided between the principal members of the proposed consortium. |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | | Contract 1 | Contract 2 | Contract 3 |
| 1. Name of Organisation | |  |  |  |
| 1. Name of point of contact in customer organisation | |  |  |  |
| 1. Position of above in customer organisation | |  |  |  |
| 1. E mail address | |  |  |  |
| 1. Start date | |  |  |  |
| 1. Completion date | |  |  |  |
| 1. Contract value | |  |  |  |
| 4.2 | Where you intend to sub-contract a proportion of the contract, please demonstrate below how you previously maintained a healthy supply chain with your sub-Contractor(s). | | | |
|  | Supply Chain Management: | | | |

**Additional Questions**

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at the contract award stage.

|  |  |  |
| --- | --- | --- |
| **Section 5** | **Additional Questions** | |
| **5.1** | **Insurance** | |
|  | Please confirm whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:   |  |  | | --- | --- | | * **Employers Liability Insurance £10m** | **Y / N** | | * **Public Liability Insurance £5m** | **Y / N** | | * **Products Liability £5m** | **Y / N** | | * **Professional Indemnity £2m** | **Y / N** | | |
| **5.2** | **Accreditation** | |
|  | Please list any relevant accredited memberships related to the project (add in relevant accreditations for project) that you already have, or can commit to having, prior to commencement of the project. For example: NAPIT, MCS, RECC |  |
| **5.3** | **Health & Safety** | |
|  | Please certify that your organisation has a Health & Safety Policy that complies with current legislative requirements.  Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health & Safety Executive in the last 3 years?  Please include your Health & Safety plan for the onsite works. |  |
| **5.4** | **Social Value** |  |
|  | In line with our funders requirements (Cornwall Council’s Social Value Policy - http://tinyurl.com/33xdz28v), Trelya’s Procurement Policy and Trelya’s Environmental Policy we aim to maximise economic, social and / or environmental benefits in how we buy goods, works or services. This includes maximizing the added benefits that can be achieved to the local economy through our suppliers. Please demonstrate how you will fulfil this requirement. |  |
| **5.5** | **Real Living Wage** |  |
|  | The funders of this project, and Trelya, are committed to paying the UK Real Living Wage as determined and amended from time to time by the Living Wage Foundation. Please enclose a copy of your Real Living Wage Policy. |  |
| **5.6** | **Environmental Sustainability Policy** |  |
|  | The funders of this project, Trelya, promote responsibility for the environment. Please enclosed a copy of your Environmental Sustainability Policy and Action Plan (how your policy will be implemented). |  |
| **5.7** | **Equal Opportunities Policy** |  |
|  | Trelya will not tolerate unlawful discrimination, harassment and victimisation that is prohibited by the Equality Act 2010 from its contractors. Please provide a copy of your Equal Opportunities Policy. |  |
| **5.8** | **Parent Company Guarantee and Undertaking** |  |
|  | If applicable, Tenderers are required to indicate for the purpose of their Tender, their willingness to provide a Parent Company Guarantee in the form set out in Part 8. |  |
| **5.9** | **Project specific requirements: Experience of delivering similar requirements** | |
|  | With reference to the contracts detailed in section 4 (Technical and Professional Ability), please describe how these contracts demonstrate your prior experience of delivering similar requirements to those of Trelya.  If you are not able to provide a response, please clarify and describe below how you believe your organisation can meet the requirements of the specification.  (Word limit 500) | |

# 

# Part 3: Method Statements

Tenderers are required to submit **a complete set of the Method Statements**.

Tenderers are reminded that the Successful Tenderer’s Method Statements will be incorporated into the Contract and will become contractually binding on both parties. The Method Statements should therefore be written in a manner that allows them to be incorporated into the Contract and should not contain information which is not intended to be or is not contractual.

Tenderers should note that:

* Each Method Statement should be clearly labelled indicating the title and number of each Method Statement at the top of each page;
* The Method Statements should not include non-contractual text;
* **Responses should be accurate and as succinct as possible, whilst covering all the specified topics.**
* **Where questions contain a word limit it must be adhered to.**
* You may include appendices to your Method Statements provided that you follow the following guidelines:
  + Appendices must be kept to a minimum and must be relevant and proportionate to the Method Statement in question.
  + Appendices must be limited to diagrams, flow charts, illustrations and relevant policy documents only.

**Therefore, Tenderers should ensure that all relevant information is included in the Method Statement itself.**

* If you wish to cross reference from one Method Statement to the other, you may do so provided that you follow the following guidelines:
  + Keep cross referencing to a minimum and only include if the material would be duplicated otherwise. If you have sufficient word count, please repeat the information.
  + If cross referencing, you must include an explicit cross reference by way of: paragraph number, page number AND method statement number and title.

**Evaluators will only evaluate the sections being cross referenced. Please note that if the cross reference is not explicit and the evaluators are unable to identify the section being cross referred to then they will not evaluate it.**

**Please Note**: Method Statement will be assessed using the award scoring table

**The Method Statements required are as follows:**

| **Criteria** | Sub-Criteria | Question | Weighting |
| --- | --- | --- | --- |
| 1. **Quality of equipment that you are proposing.** | | |  |
|  | Please explain how your proposed equipment meets the Trelya specification of requirements.  Your response should include but not be limited to the following (Product specifications will not be included in the word count):   1. Range of equipment to be provided 2. The terms of the warranties for all the equipment   (Maximum 1000 Words) | |  |
| **Response:** | | | |

| **Criteria** | Sub-Criteria | Question | Weighting |
| --- | --- | --- | --- |
| **2) Social Value** | | | **15%** |
|  | This includes maximizing the added benefits that can be achieved to the local economy through our suppliers. Please demonstrate how you will fulfil this requirement.  Given the location please identify how you support the local supply chain.  (Maximum 1000 Words) | |  |
| **Response:** | | | |

| **Criteria** | Sub-Criteria | Question | Weighting |
| --- | --- | --- | --- |
| **3) Delivery / Project Management / Timing of Supply** | | | **10%** |
|  | - Please explain the timescales related to the delivery of the equipment and the installation programme. A project plan must be provided, detailing activities and resourcing.  - Please explain how you will deliver the equipment and the installation programme.  - Provide details of your team and significant personnel and sub-contractors significant key personnel. Include CVs as necessary (e.g. Project Manager)  - A project plan must be provided, detailing activities and resourcing.  - Details of engagement with outside agencies such as the National Grid should be included.  (Maximum 1000 Words) excluding project plan | |  |
| **Response:** | | | |

| **Criteria** | Sub-Criteria | Question | Weighting |
| --- | --- | --- | --- |
| **4) After sales service/fault rectification / Communication** | | | **10%** |
|  | A key part of our value criteria is to obtain a sustainable (installation) both economically and environmentally in order to fulfil “whole life” criteria where aftercare processes support a long-term relationship with Trelya.  Given the location of the project please explain how you will fulfil aftercare service and provide examples (including contact details) where you have provided this.  Please explain how you will ensure clear communication with Trelya officers throughout the programme of work.  (Maximum 1000 Words) | |  |
| **Response:** | | | |

| **Criteria** | Sub-Criteria | Question | Weighting |
| --- | --- | --- | --- |
| **Health & Safety on site** | | | Pass/fail |
|  | Please explain how you will ensure site safety at all times.  (Maximum 1000 Words) | |  |
| **Response:** | | | |

# Part 4: Pricing Schedule

Tenderers are obliged to submit their pricing here including the total price and an itemised breakdown for the goods/services/works as detailed below. The pricing Schedule will be used to support Trelyas understanding of the Quality and Technical Merit of the Tenderer’s submission. The exact make, model and of the equipment listed in the specification should included in the process below. Trelya reserves the right to ask for a more detailed breakdown of costs.

Your Tender may be rejected if:

* you fail to fully complete the Pricing Schedule; and/or
* you submit an alternative Pricing Schedule.
* If you intend to offer an element of the goods, services or works free of charge then you must enter the number ‘0’ in the relevant cell of the pricing table.

|  |  |
| --- | --- |
| **Description** | **Price (excl VAT)** |
| Supply and install solar panels  Supply & install inverters  Supply and install battery storage  Supply & install cupboard for battery storage  Labour (electrical/roofing)  Scaffolding  Project delivery – project management, supervision and administration  Any other costs – full breakdown to be provided | £ |
| Total Contract cost  (exclusive of VAT) |  |
| VAT |  |
| For information purposes only, please provide costs for an annual inspections and maintenance regime in line with the MCS Standards on a frequency for Public Buildings (see Appendix 2 attached) |  |

A fully itemised schedule of project costs is required showing clearly the individual elements of each item.

The prices quoted in the Tenderer’s Bid shall remain fixed throughout the term of the Contract except as may be varied in accordance with the terms of the Contract.

I offer to supply the goods and/or services listed in the pricing schedule in compliance with the specification and all other documents forming the contract and at the fixed price above.

\*Signed: Date:

Name: (in block capitals):

In the capacity of:

(State official position, i.e. Director, Manager, Secretary etc.)

on behalf of:

# Part 5: Anti-Collusion Certificate

**To: Trelya**

**Anti-Collusion Certificate**

The essence of the public procurement process is that Trelya shall receive bona fide competitive Tenders from all Tenderers. In recognition of this principle, we hereby certify that this is a bona fide Tender, intended to be competitive, and that we have not fixed or adjusted the amount of the Tender, or the rates or prices quoted by or under or in accordance with any agreement or arrangement with any other Tenderer. We have not (as defined in the Invitation to Tender):

1. Entered into any agreement with any other person with the aim of preventing Tender being made or as to the fixing or adjusting of the amount of any Tender or the conditions on which any Tender are made; or

2. Informed any other person, other than the person calling for these Tender, of the amount or the approximate amount of the Tender, except where the disclosure, in confidence, of the amount of the Tender was necessary to obtain quotations necessary for the preparation of the Tender for insurance, for contract guarantee bonds or for professional advice required for the preparation of the Tender; or

3. Caused or induced any person to enter into such an agreement as is mentioned in paragraph 1 and 2 above or to inform us of the amount or the approximate amount of any rival Tender for the Contract; or

4. Committed any offence under the Bribery Act 2010 nor under Section 117 of the Local Government Act 1972; or

5. Offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission; or

6. Canvassed any other persons referred to in paragraph 1 above in connection with the Contract; or

7. Contacted any officer of Trelya about any aspect of the Contract other than permitted as part of the procurement exercise for the purposes of, including (but without limitation), discussing the possible transfer to the employment of the Tenderer of such officer or for soliciting information in connection with the Contract.

We also undertake that we shall not procure the doing of any of the acts mentioned in paragraphs 1 to 7 above before the hour and date specified for the return of the Tender nor (in the event of our Final Tender being accepted) shall we do so while the resulting Contract continues in force between us (or our successors in title) and Trelya.

In this certificate the word "person" includes any person, body or association, corporate or incorporate and "agreement" includes any arrangement whether formal or informal and whether legally binding or not.

|  |  |
| --- | --- |
| Signed: | Signed: |
| For and on behalf of: | For and on behalf of: |
| Dated: | Dated: |

# Part 6: Confidentiality Undertaking

To: **Trelya**

From: (“Tenderer”)

**(“**the Project”) TENDER SPECIFICATION FOR THE INSTALLATION OF SOLAR PANELS, INVERTERS, BATTERY STORAGE AND STORAGE CUPBOARD. Project Number: 001. Trelya, The Lescudjack Centre, Penmere Close, Penzance, TR18 3PE

WHEREAS:

A. Trelya is conducting a major tendering process for the procurement of the Project.

B. Trelya intend to circulate certain documents and information relating to the Project (“the Tender Documents”) to the Tenderer.

C. The Tender Documents contain certain confidential information to which the Tenderer may have access, (“the Confidential Information”), which is more particularly described in the Schedule hereto and includes all other documents made available now and in the future to the Tenderer and identified as confidential.

D. Trelya gives to the Tenderer the Confidential Information in order for the Tenderer to submit a Tender subject to this undertaking.

1. We, the Tenderer, undertake to Trelya in consideration of the sum of one pound sterling (£1) (the receipt of which is hereby acknowledged) that:

a) We will hold the Confidential Information in the strictest confidence;

b) We will use the Confidential Information only for the purpose of preparing Tender and Final Tender (if applicable);

c) We will not disclose the Confidential Information to any third party (including without limitation to any agent, professional adviser or associated company) or to any employee other than third parties or employees who need to have access to prepare the Tender and Final Tender (if applicable);

d) In relation to those third parties or employees who are given access to this Confidential Information, we will ensure that they keep the Confidential Information confidential and are bound by personal undertaking to Trelya in the same terms;

e) We will not copy or reproduce the Confidential Information in any way; and

f) We will not directly or indirectly use the Confidential Information for any reason or divulge it without Trelya’s prior written consent to any person, firm, company or other organisation save where we can show that the Confidential Information, (or the relevant part thereof), has already come into the public domain or we are required to disclose the Confidential Information, (or relevant part thereof), by law.

2. We agree that any breach of this undertaking by us or any third party or employee to whom We release Confidential Information may result in legal proceedings being commenced against us, including a claim for the recovery of any losses or damages incurred by Trelya as a result of that breach. We shall in this respect be liable for and shall fully indemnify and keep indemnified Trelya against all liabilities, damages, costs, losses, claims, demands and proceedings arising from or in connection with any breach of this undertaking, however arising, by us or any third party or employee to whom we release Confidential Information.

3. We agree that this undertaking shall be subject to English Law, and we hereby agree to submit to the exclusive jurisdiction of the English Courts.

Dated:

LIMITED COMPANY

Signature

Printed Name

Signing Capacity

Name of Company

Registered Office Address

PARTNERSHIP

Signature of Partners in firm

Printed Names

Name of Firm

Address

**SCHEDULE TO THE CONFIDENTIALITY UNDERTAKING**

Confidential Information shall include but not be limited to:-

1. The documents for the Contract including without limitation the ITT and appendices, the Contract and its Schedules, the Specification, any amendments or revisions to the tender documents, the Workforce Information, and all other documentation issued by Trelya relating to the bid process ("the Tender Documents").

2. Details of any discussions with Trelya, its officers or advisers in connection with the Tender Documents and any information that may be obtained by us through observation at meetings, conferences, presentations and demonstrations or as Trelya, its officers or advisers may provide to us whether orally or in writing, electronically, physical or visual form regarding the bid process or the clarifications or proposals for the Contract.

# Part 7: Freedom of Information Act 2000 (FOI) Exemption Form

**Guidance**

Trelya encourages its Tenderers to take their own legal advice about the FoI Act. Trelya shall not be held liable for any actions claims or costs howsoever arising.

Trelya considers that the following information is likely to be captured by the “confidential” (s.41 absolute exemption) and/or “commercial interest” (s43 qualified exemption) and therefore maybe subject to the Public Interest test:

* Trade secrets; or
* Financial, commercial, scientific, technical or other information whose disclosure could reasonably be expected to result in a material financial loss or gain to the person to whom the information relates; or
* Where disclosure could prejudice the competitive position of that person in the conduct of his/her profession or business or otherwise in his/her occupation; or
* Where disclosure could prejudice the conduct or outcome of contractual or other negotiations of the person to whom the information relates.

NB: Tenderers should note that claiming blanket confidentiality of quotation documentation, breaches current Government guidelines provided to Trelya and will not be accepted, therefore rendering the entire quotation documentation disclosable under the FoI Act.

**Procedure**

1. Please specify below the relevant clauses or documentation containing the information you claim is exempt.

We consider that pricing schedules and technical specifications are most likely to be covered by one or other of the above exemptions and would therefore not, normally, be disclosed.

Each document claimed under the exemptions should be clearly marked as “confidential” or “commercially sensitive”.

**Please confirm below the documents considered confidential:**

**Confidential Information:**

|  |  |
| --- | --- |
|  | Pricing Schedule |
|  |  |
|  |  |
|  |  |
|  |  |

**Commercially Sensitive Information:**

|  |  |
| --- | --- |
|  | Pricing Schedule |
|  |  |
|  |  |
|  |  |
|  |  |

2. Trelya is obliged to consider whether something, which its Tenderer claims is confidential, is truly confidential. In those instances where Trelya does not agree with the exemption claimed, it will always consult with the Tenderer before disclosing the information.

Where Trelya decides to release such information, it will only do so in the following circumstances:

* Where the Tenderer consents; or
* Where the information or information of a similar type is generally available to the public (e.g. where a Minister would give such information in answer to a Parliamentary Question);or
* Where the Tenderer has been advised, at the time that the information is received, that the information will be released; or
* Where Trelya believes that the public interest would be better served by disclosing rather than by refusing to disclose the information. In this instance, the views of the Tenderer will be sought prior to a decision being made. Where the Tenderer refuses to agree to disclosure of the information, the Tenderer is able to refer the matter to the Information Commissioner at the Tenderer’s expense.

|  |  |
| --- | --- |
| Signed | Position |
| Print Name | Date |

# Part 8: Form of Tender

Please note, in line with our grant funding requirements, this form must be provided on supplier letterhead detailing supplier name, address and contact details

TENDER FOR: **TENDER SPECIFICATION FOR THE INSTALLATION OF SOLAR PANELS, INVERTERS, BATTERY STORAGE AND STORAGE CUPBOARD. Project Number: 001.**

TENDER RETURN DATE **12 Noon Friday 1st March 2024**

TO: **Trelya, The Lescudjack Centre, Penmere Close, Penzance, TR18 3PE**

Sirs

We do hereby undertake to supply the Goods, Services and Works required to be done in accordance with the information provided in the Invitation to Tender the fixed price sum of: (in words)

**Pounds**

(£.00) excluding VAT

This offer will remain open for acceptance for **90 calendar days** from the date of this Quotation.

We confirm that we can start work within **1 calendar month** of acceptance of the Tender.

We are willing to enter into a Contract as set out in the standard Terms and Conditions attached to this Invitation to tender to Goods, Services and Works within the time stated which will include all matters noted in the information provided.

In submitting this Tender, we understand that Trelya does not bind itself to accept the lowest or any Tender nor to remunerate any expenses in providing the Tender.

**Tenders will only be accepted on this Form of Tender and must be returned to Trelya no later than the time and date specified above.**

**Tenders with all relevant paperwork should be submitted in a sealed envelope for the attention of the** **Alison Elvey, Finance & Administration Director, labelled ‘Solar Panel Tender’ and addressed to Trelya, The Lescudjack Centre, Penmere Close, Penzance , TR18 3PE OR emailed labelled ‘Solar Panel Tender’ to procurement@trelya.com.**

Yours faithfully

|  |  |
| --- | --- |
| Signature of Supplier: |  |
| Date: |  |
| Print Name: |  |
| Official Position: |  |
| Organisation Name: |  |
| Address: |  |
| Telephone No./Email: |  |

*(It must be clearly shown whether the Supplier is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Supplier, the capacity in which he/she signs or is employed).*

# Part 9: Checklist

|  |  |  |
| --- | --- | --- |
| **Bid Submission Reference**  **PART** | **Tender Submission Requirement** | **Included** |
|  | ITT Response Questionnaire – Potential Supplier Information |  |
|  | ITT Response Questionnaire – Selection Questions |  |
|  | ITT Response Questionnaire – Method Statements |  |
|  | Completed Pricing Schedule |  |
|  | Anti-Collusion Certificate |  |
|  | Confidentiality Undertaking signed |  |
|  | Freedom of Information Act 2000 (FOI) Exemption Form completed and signed |  |
|  | Form of Tender |  |
|  | Checklist |  |

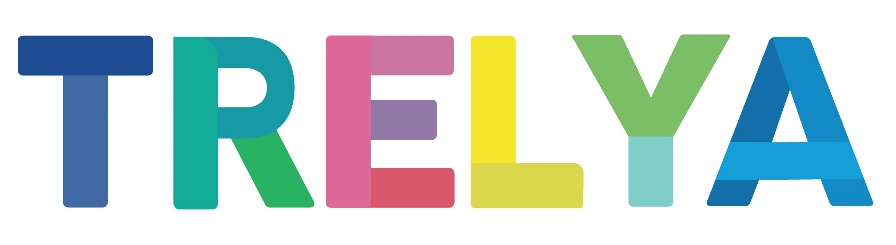
**Following Submission of Your Application**

1. Once you have submitted your application to Trelya you must not make any further communication to any Officer or member of Trelya concerning the same until you receive a letter, phone call or email from Trelya stating whether your tender has been accepted or otherwise by Trelya.

2. If your tender is accepted by Trelya this will **be a binding contract between the parties**.

3. Trelya is not bound to accept the lowest nor any tender submitted to it, **and Trelya reserves the right to accept part only of any tender**.

Appendix 1

****

**Trelya**

**Contract Agreement and Conditions of Contract**

**Contract Agreement**

**It is hereby agreed as follows:**

**Agreement:** For the consideration hereinafter mentioned the Contractor will in accordance with contract documents carry out and complete the works.

**Payment:** Trelya will pay to the Contractor the sum of £

(in words)

Exclusive of VAT or other such sums as shall become payable hereunder at the times and in the manner specified in the contract documents.

**Definitions:** In the attached conditions:

* The term Trelya shall mean TrelyaRegistered Charity in England No: 1089634;
* The term officer shall mean the Trelya’s authorised representative;
* The term Contractor shall mean [enter name of company] and its authorised representative;
* The term Sub-Contractor shall mean any person not employed by the Contractor, contracted to perform work on behalf of the Contractor.

**Disputes or Differences:** If any dispute or difference concerning this contract shall arise between Trelya and the Contractor such dispute or difference shall be referred to arbitration and the final decision of a person to be agreed between the parties or, failing agreement, within 14 days after either party has given to the other a written request to concur in the appointment of an arbitrator, a person to be appointed on the request of either party. The provisions of the Arbitration Act 1996 shall apply to any arbitration under this contract wherever the same, or any part of it, shall be conducted.

|  |  |  |  |
| --- | --- | --- | --- |
| Acknowledgements | | | |
| I acknowledge receipt of the following: | | | |
| Contract Agreement and Conditions of Contract |  | Contractors Handbook |  |
| GDPR Data Protection Policy |  | GDPR Privacy Notice |  |
| Health & Safety Statement |  | Health & Safety Handbook |  |
| Safeguarding Policy Statement |  | Safeguarding Handbook |  |
| I confirm that I have been provided with all the documents (indicated by a ✓ above) - which set out the principal rules, policies and procedures relating to the work undertaken with the Client - and have read and understood these.  I confirm my agreement to the terms of this Contract Agreement and Conditions of Contract. | | | |

**Signed for and on behalf of Trelya:**

Name: Trustee …………………………………..

Position:

In the presence of:

Name: Signature:

Address:

Name: Trustee …………………………………..

Position:

In the presence of:

Name: Signature:

Address:

Signed for and on behalf of the Contractor:

[Company Name]

Name:

Position:

In the presence of:

Name: Signature:

Address:

Date of Contract Signing: ……………………………………………………

**Schedule of works to be attached.**

This will include a detailed specification of works, including timescale and costs.

**Contract Agreement and Conditions of Contract**

**1. Intentions of the parties**

**1.1 Contractor’s Obligations**

The Contractor shall with due diligence and in a good and workmanlike manner carry out and complete the works in accordance with the contract documents using materials and workmanship of the quality and standards specified herein.

**2. Commencement and Completion**

**2.1 Commencement and completion**

The works will be commenced in [month] 2024 and shall be completed no later than [timescale to be agreed between parties] after commencement.

**2.2 Defects Liability**

Any defects which appear during the period of the contract and are due to materials or workmanship shall be made good by the Contractor entirely at their own cost within 14 days. Any defects arising during the warranty period will be remedied by the Contractor at their own expense.

**3. Control or the works**

**3.1 Sub-contracting**

The Contractor shall not sub-contract the works or any part thereof without the written consent of Trelya, which shall not be unreasonable withheld.

**3.2 Contractors Representative**

The Contractor shall at all times keep a competent person in charge and any instructions given to them by the Officer shall be deemed to have been issued to the Contractor.

**3.3 Exclusion from the works**

The Officer may (but not unreasonably or vexatiously) issue instructions requiring the exclusion from the works of any person employed thereon.

**3.4 The Officer’s Instructions**

The Officer may issue written or oral instructions which the Contractor shall carry out forthwith. If within 7 days after receipt of instruction from the Officer requiring compliance, the Contractor does not comply therewith then Trelya may employ and pay other persons to carry out the work and all costs incurred thereby may be deducted from any monies due or to become due to the Contractor under the contract and shall be recoverable from the Contractor by Trelya as a debt.

**3.5 Variations**

The Officer may, without invalidating the contract, order an addition to or omission from or other change in the works. If any omission substantially varies the works such valuations shall take due account of the effect on any remaining items of work. Instead of the valuation of work referred to above, the price may be agreed between the Officer and the Contractor prior to the Contractor carrying out any such instruction.

**4. Payment**

**4.1 Correction of Inconsistencies**

Any inconsistency in or between the contract specification shall be corrected and any such correction which results in an addition, omission or other change shall be treated as a variation under clause 3.5 hereof. Nothing contained in the schedules shall override, modify or affect in any way whatsoever the application or interpretation of that which is contained in these conditions.

**4.2 Additional Payments**

No payment will be made for extra work not specified unless agreed by the Officer.

**4.3 Documents**

No payment shall be made for the loss of expenses of the Contractor due to misunderstandings of the documents.

**4.4 Fixed Price**

The contract price will be fixed for the Period of the Contract.

**4.5 Payment Frequency**

As per regulation 113 of the Public Contract Regulations 2015, Trelya will ensure that all undisputed invoices are paid within a 30-day period and ensure that all invoices are considered and verified in a timely manner.

Payment will be made upon completion of the installation and the remediation of all issues found during testing.

**5. Statutory Obligations**

**5.1 Statutory Obligations, Notices, Fees and Charges**

The Contractor shall comply with, and give all notices required by, any statute, any statutory instrument, rule or order or any regulation or by-law applicable to the works (hereinafter called the ‘statutory requirements’) and shall pay all fees and charges in respect of the works legally recoverable for them. If the Contractor finds any divergence between statutory requirements and the contract documents or between the statutory requirements and any instruction of the Officer, they shall immediately give to the Officer written notice specifying the divergence.

**5.2 Value Added Tax**

The Contractor shall assess the Value Added Tax due and include on each invoice submitted for payment.

**5.3 Minimum Wage Act**

The Contractor shall in respect of all persons employed by them (whether in the execution of this contract or otherwise) comply with the National Minimum Wage Act 1998 or any amendment thereof.

**5.4 Real Living Wage**

The Contractor shall have in place a Real Living Wage Policy and be working towards, or paying, its employees the Real Living Wage.

**5.5 The Public Contract (PC) Regulations 2015**

This contract is subject to the Public Contract Regulations. (<http://legislation.gov.uk/uksi/2015/102//contents/made>)

5.5.1 the Contractor shall include in any sub-contract entered onto by him/her provisions requiring the sub-Contractor to abide by sections 113 and 71(3), 71(4), 71(5) of the PC Regulations.

5.5.1.1 the Contractor shall include in any sub-contract entered into by him/her provisions that shall entitle him/her to terminate the sub-Contractor’s employment where there are grounds for excluding the sub-Contractor under Regulation 57;

5.5.1.2 in the event Trelya requires the Contractor to terminate a sub-Contractor’s employment pursuant to Regulation 71(9) the Contractor shall take the appropriate steps to terminate that employment and where required by Trelya under Regulation 71(9) shall, or in circumstances where there is no such requirement may, appoint a replacement sub-Contractor.

**5.6 Health and Safety**

5.6.1 Without limiting either Party’s statutory and/or regulatory duties and responsibilities and/or specific health and safety requirements of this contract, the Parties will endeavor to establish and maintain a culture and working environment in which health and safety is of paramount concern to everybody involved with the project.

5.6.2 In addition to the specific health and safety requirements of this contract, the Contractor undertakes to:

5.6.2.1 comply with any and all approved codes of practice produced or promulgated by the Health and Safety Executive;

5.6.2.2 ensure that all personnel engaged by the Contractor and members of the Contractor’s supply chain on site receive appropriate site-specific health and safety induction training and regular refresher training;

5.6.2.3 ensure that all such personnel always have access to competent health and safety advice in accordance with Regulation 7 of the Management of Health and Safety at Work Regulation 1999, and

5.6.2.4 ensure that there is full and proper health and safety consultation with all such personnel in accordance with the Health and Safety (Consultation with Employees) Regulations 1996.

5.6.2.5 Ensure an up-to-date copy of their health and safety policy and all relevant risk assessments and method statements (RAMS) are provided to the Officer.

**5.7 Transparency**

The provisions of the General Data Protection Regulations 2016 (GDPR) apply to Trelya. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of GDPR, the content of the contract is not confidential. Trelya shall be responsible for determining in its absolute discretion whether the content of this contract is exempt from disclosure in accordance with the provisions of GDPR. Notwithstanding any other term of this contract:

5.7.1 the Contractor hereby consents to Trelya publishing the contract, contract specification and related documents in their entirety, including any changes agreed by both parties, but in each case with any information which is exempt from disclosure in accordance with the provisions of GDPR, being redacted;

5.7.2 Trelya shall promptly inform the Contractor of any request for disclosure that is received in relation to this contract.

5.7.3 All tenders received will be sent to the relevant grant funders to comply with the funders procurement requirements. All tenders will be retained for a minimum of 7 years in line with the funders requirements.

5.7.4 The person with responsibility for data protection is: Alison Elvey, Finance & Administration Director, tel: 07874 879970 / email: alison.elvey@trelya.com.

**5.8 Corruption and Regulation 73(1)(b) of the PC Regulations**

Trelya shall be entitled by notice to the Contractor to terminate the Contractor’s employment, under this or any other contract with Trelya if, in relation to this or any other such contract, the Contractor or any person employed by them or acting on their behalf shall have committed an offence under the Bribery Act 2010, or where Trelya shall be given a fee or reward the receipt of which is an offence under sub-section (2) of section 117 of the Local Government Act 1972, or where this contract is one to which Regulation 73(1) of the PC Regulations applies, the circumstances set out in Regulation 73(1)(b) of the PC Regulations apply.

**Prevention of Corruption**

The Contractor shall not offer or give, or agree to give, to any employee, agent, servant or representation of Trelya any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the contract or any other contract with Trelya, or for showing or refraining from showing favour or disfavour to any person in relation to the contract or any such contract. The attention of the Contractor is drawn to the criminal offences under the Prevention of Corruption Acts 1889 to 1916.

Canvassing Trustees or members of a committee or sub-committee, directly or indirectly, for appointment, or Trelya shall disqualify Contractors from such an appointment. The Contractor warrants that it has not paid commission or agreed to pay any commission to any employee or representative of Trelya.

**6. Injury, Damage and Insurance**

**6.1 Contractor’s Liability – personal injury and death**

The Contractor shall be liable for, and shall indemnify Trelya against any expense, liability, loss, claim or proceedings whatsoever in respect of personal injury to or death of any person arising out of or in the course of or caused by the carrying out of the works, except to the extent that the same is due to Trelya.

Without prejudice to their liability to indemnify Trelya, the Contractor shall maintain and shall cause any sub-Contractor to maintain such insurances as are necessary to cover the liability of the Contractor, or as the case may be, of such Contractor, in respect of personal injury or death arising out of or in the course of or caused by carrying out of the works. Provided that nothing in this clause contained shall impose any liability on the sub-Contractor in respect of negligence or breach of duty on the part of Trelya, the Contractor, their other sub-Contractors or their respective servants or agents.

The Contractor should ensure that employees have appropriate training for equipment in accordance with the following Provision and Use of Work Equipment Regulations 1998.

**6.2 Damage to Property**

The Contractor shall be liable for, and shall indemnify Trelya against any expense, liability, loss, claim or proceedings in respect of any loss, injury or damage whatsoever to any property real or personal in so far as such loss, injury or damage arises out of or in the course of or by reason of carrying out of the works and to the extent that the same is due to negligence, breach of statutory duty, omission or default of the Contractor.

**6.3 Contractors Insurance of Liability**

Without limiting or affecting its indemnities to Trelya under clause 5.1 and 5.2, the Contractor shall effect and maintain (and shall cause any sub-Contractor similarly to effect and maintain) insurance in respect of claims arising out of those liabilities referred to in those clauses which:

6.3.1 in respect of claims for personal injury to or the death of any employee of the Contractor arising out of and in the course of such person’s employment, shall comply with all relevant legislation; and

6.3.2 for all other claims to which clause 5.3 applies, shall indemnify Trelya under the terms of this contract and shall for any one occurrence or series of occurrences arising out of one event be in **a sum not less than £10,000,000.**

**6.4 Evidence of Insurance**

The Contractor shall produce within 7 days of a request, and shall cause any sub-Contractor to produce, such evidence as Trelya may reasonably require that the insurances referred to in Section 5.1 of the tender document and clauses 6.1 and 6.2 have been taken out and are in force.

**7. Termination**

**7.1 Termination by Trelya**

Trelya may, but not unreasonable or vexatiously, by notice by registered post or recorded delivery to the Contractor, forthwith terminate the employment of the Contractor under this contract if the Contractor shall make default in any one or more of the following respects:

7.1.1 If the Contractor without reasonable cause fails to proceed diligently with the works or wholly suspends the carrying out of the works before completion;

7.1.2 If the Contractor becomes insolvent, as defined by the Insolvency Act 1986;

7.1.3 If the Contractor becomes bankrupt or makes any composition or arrangement with its creditors or has a winding up order made (except for the purposes of reconstruction) or a resolution for voluntary winding up passed or receiver or manager of its business or undertaking is duly appointed or possession is taken by or on behalf of any creditor of any property the subject of a charge.

In the event of Trelya terminating the employment of the Contractor as aforesaid, the Contractor shall immediately give up possession of the site of the works, provided always that the right of termination shall be without prejudice to any other rights or remedies which Trelya shall possess.

**7.2 Termination by the Contractor**

The Contractor may, but not unreasonably or vexatiously, by notice by registered post or recorded delivery to Trelya, forthwith terminate the employment of the Contractor under this contract if Trelya shall make default in any one or more of the following aspects:

7.2.1 if Trelya interferes with or obstructs the carrying out of the works or fails to make the premises available to the Contractor in accordance with clause 2.1 hereof;

7.2.2 if Trelya suspends the carrying out of the works for a continuous period of one month;

7.2.3 if Trelya becomes bankrupt or makes a composition or arrangements with its creditors.

Provided that the employment of the Contractor shall not be terminated under clauses 7.2.1, 7.2.2 or 7.2.3 hereof unless Trelya has continued to default for seven days after receipt by registered post or recorded delivery of a notice from the Contractor specifying such default.

In the event of the Contractor terminating the employment of the Contractor as aforesaid, Trelya shall pay the Contractor, after taking into account amounts paid previously for the works, such sum as shall be fair and reasonable for the value of the work begun and executed and materials on site. Provided always that the right of termination shall be without prejudice to any other rights or remedies which the Contractor may possess.

**8. Preliminaries**

**8.1 Tendering**

The Contractor shall make due allowance in its tender for entering into a contract with Trelya in accordance with the agreement and conditions set out above.

**8.2 Programme of Works**

The Contractor shall agree a programme for the work, before the work commences on site, with the Officer.

**8.3 Nature of Site**

The Contractor should have visited the site before the tender to satisfy themselves as to the nature of the access, the extent and nature of the installation and the site and conditions under which the installation will be carried out, and any other matters which affect their tender, as no claim can be entertained which is based on conditions which could have been foreseen.

**8.4 Interpretation of Contract Documents**

The documents are intended to convey an accurate description of the nature and standard of quality of the works to be performed by the Contractor. Should the Contractor be in any doubt regarding the true meaning and intent of any clause in the conditions of contract, specification, functional requirement or details, they should seek clarification before submitting the tender, as no extras will be allowed for any loss or expense involved through any misunderstanding arising from their failure to comply.

**8.5 Damage to Property**

Any repairs or cost of repairs caused by damage to the property during the works shall be made good to the satisfaction of Trelya at the Contractor’s expense.

**8.6 Waste Disposal**

All waste, rubbish or litter arising from the installation shall be removed as it accumulates and disposed of by the Contractor.

**8.7 Unforeseen works**

Works arising as a result of vandalism or other malicious damage will be considered by Trelya and a price negotiated as to additional requisite costs.

**9. Professional Conduct**

**9.1 Professional Conduct**

The Contractor is required to uphold the highest standards of professional conduct and ethics whilst representing the Client and undertaking the work covered by this Agreement. As a result, the Contractors behaviour must be professional, business-like, friendly and helpful; and the Contractor should always conduct themselves in a way that enhances the reputation of Trelya. The Contractor must not portray Trelya negatively in any discussions with clients, partners, stakeholders and beneficiaries of the Client.

**9.2 Noise**

Due to the nature of Trelya’s work or Trelya’s tenants work, there will be no radios or music playing whilst undertaking work and noise should be kept to a minimum. Any areas of work which will require high levels of noise should be notified to Trelya at least 24 hours prior so that Trelya’s tenants (a dentist and mental health hub) can be notified.

**Appendix 2**

A close-up of a document

Description automatically generated