

Invitation to Tender

Embedded Software services – Auto-Trigger

Marinei Phase 2 – CEUK Ltd – Auto Trigger Software

1 Background/Introduction

Carrick Engineering (UK) Ltd manufacture geotechnical equipment and are at the forefront of the industry generating innovative equipment that is pushing the industry forward. Due to increase in demand while maintaining quality vs cost it has now been decided to expand our in-house capabilities further and expand the drawing office while simultaneously bringing in the latest software. The company predominantly makes geo-technical equipment for its sister company Feritech Global Ltd.

The purchase of this software is part of a grant funded application process and therefore procurement will be subject to grant approval of the project as a whole. We will compare tenders received on a compliance basis only.

This tender process is being managed on behalf of Carrick Engineering (UK) Ltd by Mylor Ventures Ltd.

2 Project Specifications

The supplier should be able to meet the following specifications.

- 2.1 The supplier should be familiar with the Feritech Hub software, or willing to become familiar with the Feritech Hub software at their own expense. Please note this is a qualifying criteria.
- 2.2 To be able to provide software for controlling an automated trigger process for geotechnical equipment.
- 2.3 Be in an existing NDA (Non-disclosure agreement) or willing to sign an NDA and receive confidential FT521 design information and additional specification. An NDA pre-signed by Carrick Engineering (UK) Ltd is part of the bidding documents. Bidders who are not in an NDA please sign the NDA and return to rob@mylorventures.co.uk. The relevant confidential information/specification will be supplied within the same date/or the next morning by 10:00
- 2.4 The software supplied should be able to be used on touch screen tablet.
- 2.5 Controlling of multiple types of equipment including on board and sub sea equipment.
- 2.6 The software should be able to create detailed configuration files.
- 2.7 The software should be able to be used to create accurate graphs and data.
- 2.8 Please note that the successful tender will be required to attend Carrick's premises for both progress meetings and for integration trials with the hardware supplier (this is subject to a separate tender opportunity)

PLEASE COMPLETE Compliance Matrix to this tender with your response; the Compliance Matrix will be supplied with the Confidential FT521 Design Documentation.

3 ITT Timetable

The anticipated timetable for submission of the tender and commission milestones are set out below:

Activity	Date
Date ITT available on Contracts Finder	6 May 2021
Last date for raising queries	18 May 2021
Last date for clarifications to queries	21 May 2021
Deadline to return ITT	25 May 2021
Evaluation of ITT	27 May 2021
Award of Contract	This is subject to successfully obtaining grant funding and will normally be no later than 90 days from contract evaluation

4 Conflicts of Interest

Please provide a statement with regards to a conflict of interest for this procurement through the provision of either: -

A Declaration that to your knowledge there is no conflict of interest between your company and Carrick Engineering (UK) Ltd that is likely to influence the outcome of this procurement either directly or indirectly through financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the contexts of this procurement procedure.

Or

A Declaration that there is a likely conflict of interest between your company and Carrick Engineering (UK) Ltd that is likely to influence the outcome of this procurement either directly or indirectly through financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the contexts of this procurement procedure, please provide details of this connection.

This will permit Carrick Engineering (UK) Ltd, that in the event of a conflict of interest, appropriate steps are taken to ensure that the evaluation of any submission will be undertaken by an independent and impartial party.

Exclusion

Carrick Engineering (UK) Ltd shall exclude applicants from participation in this procurement procedure where they have established or are otherwise aware that the applicant, to include administrative,

management or supervisory staff that have powers of representation, decision or control of the applicant's company, has been the subject of a conviction by final judgment of one of the following reasons: -

- Participation in a Criminal organisation
- Corruption
- Fraud
- Terrorist offences or offences linked to terrorist activities
- Money laundering or terrorist financing
- Child labour and other forms of trafficking in human beings

5 Consortium or sub-contracting

Where a consortium or sub-contracting approach is proposed, all information requested should be given in respect of the proposed prime contractor or consortium leader. Relevant information should also be provided in respect of consortium members or sub-contractors who will play a significant (greater than 25%) role in the delivery of the services under any ensuing Contract.

6 Tender Application Requirements

Please provide paper copies of your application which should include:

1. Confirmation that **you the supplier** are able to meet the requirements outlined in the brief above.
2. **Dated** your response, used our company's full postal address (albeit your submission might be by email) and included the **Reference: Marine i Phase 2 Auto Trigger Software**
3. Details of who to **contact** in your company in relation to this tender
4. **Company registration Number and VAT number (if appropriate)**
5. **Confirm that the supplier does not intend to rely on any open source software that contains a "copyleft" provision (see Section 10)**
6. Confirm agreement to the assignment of any arising IPR (See Section 10 and Enclosure 1)
7. Complete Compliance Matrix with the total cost with and without VAT.

7 Tender Scoring Criteria

The tender will be scored only on their compliance to the specification set out in section 2 and awarded to the lowest compliant tender.

8 Tender Returns

Tenders may be returned by email or post, or by delivery in person.

Tenders are to be returned by: -

Latest date to be returned: **25 May 2021**

Latest time to be returned: 4:30 pm

If submitting by **email**, tenders should be sent electronically to rob@mylorventures.co.uk with the following message **clearly noted in the Subject box**;

Marine i Phase 2 Auto Trigger Software

Tenderers are advised to request an acknowledgement of receipt when submitting by email.

If submitting by post or in person, the Tender must be enclosed in a sealed envelope, only marked as follows: -

Tender - Strictly Confidential - Marine i Phase 2 Auto Trigger Software

Contract Reference Number: **Marine i Phase 2 Auto Trigger Software**

Addressed to:

Rob Misselbrook

Carrick Engineering (UK) Ltd

3 Leo Cub Ind Centre

Kernick Road

Penryn

Cornwall

TR10 9DQ

The envelope should not give any indication to the Tenderer's identity. Marking by the carrier will not disqualify the tender.

If delivery **by hand** please obtain an official Receipt at point of delivery.

9 Clarification

There will not be any negotiations of any of the substantive terms of the Tender Documents. Only clarification queries will be answered. Any clarification queries arising from the Tender Documents which may have a bearing on the offer should be raised as soon as possible in writing. The deadline for clarification questions is **18 May 2021**.

All e-mailed queries should be sent to: -

Name: Rob Misselbrook

E-mail: rob@mylorventures.co.uk

No representation by way of explanation or otherwise to persons or corporations tendering or desirous of tendering as to the meaning of the tender, Contract or other Tender Documents or as to any other matter or thing to be done under the proposed contract shall bind us unless such representation is in writing and duly signed by Robert Ferris of Carrick Engineering (UK) Ltd. All such correspondence shall be returned with the Tender Documents and shall form part of the Contract.

Tenderers must provide a single point of contact in their organisation for all contact between the Tenderer and Carrick Engineering (UK) Ltd.

Responses to any queries will be shared through Contracts Finder website.

10. Intellectual Property

The project is likely to involve the following intellectual property rights ("**IPR**")

10.1 Background IPR

Any and all IPRs owned by or licensed to the Tenderer which are or have been developed independently must be clearly identified as part of your submission.

10.2 Third Party Software

The Tenderer may use software (including any open source software) which is proprietary to any third party and that is either licensed to or is used by the Tenderer in the development of the project. However, the Tenderer must detail what third party software it intends to use and shall procure the necessary licences for Carrick Engineering UK Limited's use. In the case of open source software the Tenderer wishes to use in the project, the Tenderer must ensure **that it does not include any open source software that contains a "copyleft" provision** and shall include full details of the licence terms for such open source software. Costs of any licences are required to be listed separately and the cost of Year 1 licences shall be included in your price; Year 2 and Year 3 costs must be detailed separately and shall not form part of the costs of this submission.

10.3 Project IPR

This is to be assigned to Carrick Engineering UK Limited in accordance with the Deed Of Assignment of IPR at Enclosure 1

11 Disclaimer

The issue of this documentation does not commit Carrick Engineering (UK) Ltd to award any contract pursuant to the bid process or enter into a contractual relationship with any provider of the

service. Nothing in the documentation or in any other communications made between Carrick Engineering (UK) Ltd or its agents and any other party, or any part thereof, shall be taken as constituting a contract, agreement or representation between Carrick Engineering (UK) Ltd and any other party (save for a formal award of contract made in writing by or on behalf of Carrick Engineering (UK) Ltd).

Bidders must obtain for themselves, at their own responsibility and expense, all information necessary for the preparation of their tender responses. Information supplied to bidders by Carrick Engineering (UK) Ltd or any information contained in Carrick Engineering (UK) Ltd's publications are supplied only for general guidance in the preparation of the tender response. Bidders must satisfy themselves by their own investigations as to the accuracy of any such information and no responsibility is accepted by Carrick Engineering (UK) Ltd for any loss or damage of whatever kind and howsoever caused arising from the use by bidders of such information.

Bidders shall be responsible for their own costs and expenses in connection with or arising out of their response. Carrick Engineering (UK) Ltd reserves the right to vary or change all or any part of the basis of the procedures for the procurement process at any time or not to proceed with the proposed procurement at all.

Cancellation of the procurement process (at any time) under any circumstances will not render Carrick Engineering (UK) Ltd liable for any costs or expenses incurred by bidders during the procurement process.