

**Invitation to Tender**

**For**

**Plymouth Marjon University Campus Development Plan**

**CONTRACT REFERENCE NUMBER –**  **Masterplan-Bailey**

**OJEU NUMBER –** **2019/S 099-239965**

Date: 23rd May 2019

**Defined Terms**

|  |
| --- |
| For the purpose of this Invitation to Tender the following words and expressions shall have the meanings set out below: |

**“Commencement Date”**

Means: the intended date for the commencement of the Contract set out in the tender timetable.

**“Commercial Document”**

Means: the schedule of prices required to be completed and returned by the Tenderer in accordance with the requirements of the ITT.

**“Contract / Framework Agreement”**

Means: the Contract / Framework Agreement (as applicable and identified in the Contract Notice) for the provision of the Goods / Works / Services (as applicable and identified in the Contract Notice), which Plymouth Marjon University intends to enter into with the Tenderers providing the most economically advantageous tender and the terms and conditions.

**“Contract Notice/Contract Advertisement”**

Means: as defined in the Public Contract Regulations 2015 (as amended) or other Contract advertisement as may apply for non OJEU projects.

**“Contractors”**

Means: any successful Tenderers that are appointed to the Contract / Framework Agreement.

**“European Single Procurement Document (ESPD)”**

Means: As detailed under Regulation 59 of the UK Public Contract Regulations 2015 and EU Implementing Regulation 2016/7. Available at <http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=OJ:JOL_2016_003_R_0004&from=EN>

**“Form of Tender”**

Means: the form submitted by the Tenderer to Plymouth Marjon University as part of the Tender titled Form of Tender and Declarations.

**“Goods / Works / Services”**

Means: the provision of Goods / Works / Services as set out in the Contract / Framework Agreement and Specification.

**“ITT”**

Means: the Invitation to Tender document including all schedules and appendices.

**“Lead Organisation”**

Means: the organisation leading on the submission of the ITT.

**“Marjon”**

Means: Plymouth Marjon University.

**“OJEU”**

Means: the Official Journal of the European Union.

**“Organisation”**

Means: any person, company or authority permitted under the Contract Notice wishing to procure Goods / Works / Services under the terms of the Contract / Framework Agreement.

**“Regulations / UK Public Contract Regulations”**

Means: The Public Contract Regulations 2015 (as amended).

**“Relevant Organisations”**

Means: All those Organisations listed as part of a Lead Organisation’s ITT who would contribute to the delivery of the contract, should it be awarded.

**“Restricted Procedure”**

Means: the procedure defined by Regulation (28) if The Public Contracts Regulations 2015.

**“Small or Medium Enterprise (SME)”**

Means: See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

**“Standstill”**

Means: the 10 day period between notice of intention to award and award, referred to in regulation 87 of the UK Public Contracts Regulations 2015 (as amended).

**“Supplier Selection Criteria”**

Means: the criteria used to select those Tenderers who will formally receive the Intention to Tender documents.

**“Tender”**

Means: a Tenderers submission made in response to the ITT including the completed and signed Form of Tender, together with all completed schedules and information requested by Plymouth Marjon University.

**“Tender Award Criteria”**

Means: the evaluation criteria that will be applied to all tender’s progressing past the Selection Stage.

**“Tender Evaluation Methodology”**

Means: the evaluation methodology and approach to be used by Plymouth Marjon University to evaluate the Tenders in accordance with the Tender Award Criteria.

**“Tenderer(s)”**

Means: Tenderer(s) who has been invited by Plymouth Marjon University to submit a Tender.

**“Terms and Conditions”**

Means: the contract Terms and Conditions as detailed in Plymouth Marjon University ITT.

**“Variant”**

Means: means “Variant” as defined in regulation 45 of the UK Public Contracts Regulations 2015 (as amended);

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Introduction of Project Requirements

Introduction

Interested parties (Candidates) completed a Selection Questionnaire, which sought responses in relation to their technical and professional ability, and their economic and financial standing. Plymouth Marjon University evaluated the responses and selected a shortlist comprising the 5 highest ranking Candidates who submitted compliant responses. This ITT should be completed by those suppliers (Tenderers).

This document contains information about the procurement process, the Contract, and sets out the conditions for submitting a Tender.

Value of the Contract

The estimated value of the Contract is £200,000.00. Details of potential expenditure are given in good faith as a guide to assist Tenderers in submitting their Tenders. Any estimated value is not an undertaking on behalf of Plymouth Marjon University to purchase the Services to this or any other particular value and shall not create a binding obligation unless specifically stated within the Contract.

Contract Term

Plymouth Marjon University proposes to enter into a “Contract” with an initial period of 2 years, and an option to unilaterally extend for up to a further 8 years in 12-month extension periods. This term is subject to any termination rights contained within the Contract.

Tender Timetable

It is the intention of Plymouth Marjon University, that this procurement will follow a clear, structured and transparent process at all times and that all Tenderers will be treated equally.

Set out below is the proposed timetable. This is intended as a guide and whilst Plymouth Marjon University does not intend to depart from the timetable it reserves the right to do so at any stage.

Initial expected timescales are:

|  |  |
| --- | --- |
| TARGET DATE | STAGE |

|  |  |
| --- | --- |
| Wednesday 23rd May 2019 | OJEU Notice published, Selection Questionnaire and Intention to Tender Documents issued; clarification process opens. |
| Thursday 6th June 2019 | Selection Questionnaire Clarification period closes |
| Monday 10th June 2019 | Final responses to Selection Questionnaire clarifications published |
| Monday 24th June 2019 @ midday | Selection Questionnaire response deadline |
| Tuesday 25th June up to and including 28th June 2019 | Selection Questionnaire Evaluations |
| Tuesday 2nd July 2019 | Publish shortlisted Candidates and notify unsuccessful Candidates |
| Thursday 4th July 2019 | Tender process opens |
| Friday 19th July 2019 | Clarification period closes |
| Tuesday 23rd July 2019 | Final responses to Invitation to Tender clarifications published |
| Tuesday 30th July 2019 @ midday | Closing date and time for receipt by Plymouth Marjon University of Tenders |
| Wednesday 31st July up to and including Wednesday 21st August 2019 | Evaluation of Tenders commences |
| Wednesday 14th August 2019 (reserve day Thursday 15th August 2019) | Supplier Interview/Presentations |
| Thursday 22nd August up to and including Friday 30th August 2019 | Plymouth Marjon University internal approval process |
| Monday 2nd September 2019 | Notification of Award Decision |
| A mandatory 10 day standstill period will be applied (Tuesday 3rd September up to and including Thursday 12th September 2019) | Commencement of Standstill Period (and contract finalisation with winning tenderer) |
| Friday 13th September 2019 | Confirmation of Award |
| Week Commencing 16th September 2019 | Target Contract Award Date & Commencement of Contract Signing - Implementation/Mobilisation/On-Boarding |

Tenderers should note that this is an indicative timetable only and may be subject to change. Any changes will be communicated to all Tenderers as soon as possible via Contracts Finder.

Site Visit - It is strongly advised that all tenderers (if not already done so - attend a site visit.

The Tenderer is expected to visit the site to ascertain for themselves the full involvement of the service, including details of the existing building construction, existing mechanical and electrical services installations, space available for the equipment, means of access, general site details etc. prior to submitting their tender return.

Tenderers will be deemed to have visited and inspected the site before tendering, to satisfy themselves of all site conditions and locations.

Plymouth Marjon University wishes to invite interested suppliers to attend a Site Visit on either: - *(please note these will be allocated on a first come first serve basis)*

* 10th July 2019 @ 10:30 to 12:30 or 14:00 to 16:00
* 11th July @ 10:30 to 12:30 or 14:00 to 16:00
* 12th July @ 10:30 to 12:30 or 14:00 to 16:00
* 16th July 2019 @ 10:30 to 12:30 or 14:00 to 16:00
* 17th July 2019 @ 10:30 to 12:30 or 14:00 to 16:00

Arrangements to visit and inspect the site can only be made by emailing the following the details below to [procurement@marjon.ac.uk](mailto:procurement@marjon.ac.uk)

Name of the Organisation;

Names and Roles of the attendees/representatives;

Contact Details - Telephone Number and email address.

Date and time of preferred Site Visit

Site Visit Rules and Regulations: -

Mobile phones may need to be switched off during certain parts of the Site Visit.

Upon arrival, the Marjon representative will provide the visitors with an overview of the rules and regulations that shall be adhered to.

Should a visitor not adhere to these rules and regulations they may be escorted from the premises and take no further part in the Site Visit.

Site Visit Clarifications, Questions and Answers: -

All Clarifications and Questions will need to be submitted in writing to [procurement@marjon.ac.uk](mailto:procurement@marjon.ac.uk). No questions regarding the tender process and procedures will be either captured or answered during the site visit.

Conditions of Tender

This section provides guidance to Tenderers on how to complete the Tender.

## Clarifications

Any enquiries or requests for clarification of any matter relating to this Invitation to Tender (ITT) or its contents must be made in writing via the [procurement@marjon@ac.uk](mailto:procurement@marjon@ac.uk). Clarifications should be clearly identified by the email subject line through the insertion of “CLARIFICATION:”

Plymouth Marjon University will endeavour, so far as is practicable, to respond to all clarifications as soon as possible via [procurement@marjon.ac.uk](mailto:procurement@marjon.ac.uk). The response to any clarifications will only be sent to the contact details provided to Plymouth Marjon University.

Plymouth Marjon University shall not be obliged to respond to any clarification and does not accept liability or responsibility for failure to provide any information requested.

If a Tenderer considers that a clarification and / or its response relates to confidential matters, it must mark the clarification as "confidential". If Plymouth Marjon University believes it would be inappropriate to answer the clarification on a confidential basis it will notify the Tenderer and require the Tenderer to either withdraw the clarification or to raise any objection within two (2) working days of such notification and state, the grounds for its objection. If the Tenderer does not withdraw the clarification or raise any objection within the specified period, or if Plymouth Marjon University believes the clarification is not confidential, Plymouth Marjon University may issue the clarification response to all the Tenderers.

The Return Date for receipt of clarifications relating to ITT is set out in the Tender Timetable detailed above.

However, if the terms of the Contract render the proposals in a Tenderer's Tender unworkable, the Tenderer should submit a clarification prior to the submission of a Tender, and Plymouth Marjon University will consider in its absolute discretion whether any amendment to the Contract is required. Any amendments which are proposed, but not approved by Plymouth Marjon University through this process, will not be accepted and may be construed as a rejection of the terms leading to the disqualification of the Tender.

## Late Return of Tenders

Any Tender received after the Return Date and time will not be considered. Plymouth Marjon University may, however, in its own absolute discretion extend the Return Date and in such circumstances Plymouth Marjon University will notify all Tenderers of any such extension. It is the Tenderer’s responsibility to ensure that their tender is received in accordance with the deadline for receipt of tenders.

Contract Award

Entering into the Contract is subject to the formal approval process of Plymouth Marjon University. Until all necessary approvals are obtained, and the Standstill Period completed (if applicable under Regulation 87 of the UK Public Contract Regulations) no Contract will be enacted.

Once Plymouth Marjon University has reached a decision in respect of a contract award, it will notify all Tenderers of that decision.

Debrief

For those Tenderers who pass the Selection Stage but are unsuccessful after evaluation of their Award Criteria, notification of the Contract Award decision will be issued via email, informing them of the identity and relative advantages and characteristics of the successful Tenderer.

Variant Bids

Where Variant Bids are being accepted:

* This will be clearly identified in the contract advert
* Duplicate submission templates will be available for this purpose in the tender pack

Contract Terms and Conditions

By submitting a Tender, Tenderers are agreeing to be bound by the JCT Design and Build 2016 Terms and Conditions of this ITT and the form of Contract without further negotiation or amendment. **PLYMOUTH MARJON UNIVERSITY CANNOT NEGOTIATE WITH ANY TENDERER ABOUT THE TERMS AND CONDITIONS OF THE CONTRACT.**

Plymouth Marjon University Rights

Plymouth Marjon University reserves the right to:

* Seek clarifications or additional documents in respect of any Tenderer's submission;
* Disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT or submits a Tender that is vague or incomplete. Evasive, unclear or hedged. Tenders may be discounted in evaluation and may, at Plymouth Marjon University's discretion, be taken as a rejection by the Tenderer of the terms set out in this ITT;
* Disqualify any Tenderer in accordance with Regulation 57 (Exclusion Grounds; Mandatory Exclusions) of the Regulations;
* Withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis;
* Choose not to award any Contract because of the current procurement process;
* Make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason;

Non-acceptance or rejection of any Tender shall be without prejudice to any other civil remedies available to Plymouth Marjon University or any criminal liability which such conduct by a Tenderer may attract.

Tenderer Conduct

Tenderers are reminded of their obligations as set out in the Regulations, relating to their conduct. By submission of a ITT the Supplier warrants that:

The prices in this ITT have been arrived at independently, without consultation, communication, agreement or understanding for the purpose of restricting competition, as to any matter relating to such prices, with any other Supplier(s) or with any competitor.

Unless otherwise required by law, the prices which have been quoted in the ITT have not knowingly been disclosed by the Supplier(s), directly or indirectly, to any other Supplier(s) or competitor, nor will they be so disclosed.

No attempt has been made or will be made by the Tenderer to induce any other person or firm to submit or not to submit an ITT for the purpose of restricting competition and or any other undesirable practises.

Conflicts of Interest

Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisers, and Plymouth Marjon University and its advisors or the Tenderer’s constituent members. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of Plymouth Marjon University. There is a duty on the Tenderer to notify Plymouth Marjon University of any such conflict.

Warranties and Disclaimers

While the information contained in the ITT is believed to be correct at the time of issue, Tenderers should not rely on this information and should carry out their own due diligence checks and verify the accuracy of the information.

Neither Plymouth Marjon University, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given.

This exclusion extends to liability in relation to all information including any statement, opinion or conclusion contained in, or any omission from, this ITT (including this guidance, all information available on Contracts Finder, all appendices and attachments), and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of Plymouth Marjon University. Plymouth Marjon University does not accept any responsibility for any pre-contractual representations made by it or on its behalf.

Misrepresentation

When submitting your Tender(s), you are confirming that your submission contains accurate information which will not mislead Marjon in the bid evaluation process.

If you seriously misrepresent any factual information in filling in the Tender and so induce Marjon 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.

If a Tenderer proposes to enter into the Contract with Plymouth Marjon University, it must rely on its own enquiries and on the terms and conditions set out in the Contract. Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of Plymouth Marjon University (or any other person) to enter into a contractual arrangement. Plymouth Marjon University has not made and is not making any contract, agreement or warranty that a Contract will be offered through the issue of this ITT.

Tenderer’s Warranties

In submitting theTender the Tenderer warrants and represents and undertakes to Plymouth Marjon University that:

* It has not performed any of the acts or matters referred to in Regulation 57 of the Public Contracts Regulations and has complied in all respects with this ITT.
* All information, representations and other matters of fact communicated (whether in writing or otherwise) to Plymouth Marjon University 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.
* It has made its own investigations and research and has satisfied itself in respect of all matters relating to this ITT.
* It has full power and authority to enter into the Contract and provide the Services and will if requested produce evidence of such to Plymouth Marjon University.
* It 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 Plymouth Marjon University) which may adversely affect such financial standing in the future.

The Tenderer shall indemnify, and keep indemnified, Plymouth Marjon University against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Tenderer of any of its obligations in this ITT.

Costs Incurred

Plymouth Marjon University will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer or by a third party acting under instructions from them in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by Plymouth Marjon University.

TUPE

It is the responsibility of the Tenderer to consider whether or not Transfer of Undertakings (Protection of Employment) Regulations 2006" as amended by the "Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014" (TUPE) is likely to apply in the particular circumstances of this tender exercise and to act accordingly. Tenderers should therefore take their own advice and make their own enquiries regarding the likelihood of TUPE applying.

If Plymouth Marjon University has chosen to share any TUPE information as part of the ITT this will be contained in the Specification.

Confidentiality and Freedom of Information Act (FOIA)

This ITT is made available on condition that its contents (including the fact that the Tenderer has received this ITT) is kept confidential by the Tenderer and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a Tender.

Under the Local government Transparency Code 2015 (Transparency Code) it is the responsibility of Plymouth Marjon University to publish details of all contracts it now places. Tenderers acknowledge that Plymouth Marjon University is obliged to disclose the provisions of any resulting Contract.

This does not apply to any information which is exempt from disclosure in accordance with FOIA principles.  In determining whether any information is exempt, Plymouth Marjon University shall seek to consult with the Contractor and shall take its reasonable concerns into consideration, provided that Plymouth Marjon University shall have the final decision in its absolute discretion.  The Contractor shall co-operate and assist Plymouth Marjon University to publish in accordance with Plymouth Marjon University’s obligation.

Freedom of Information

The Freedom of Information Act 2000 and Environmental Information Regulations 2004 affects all information held by contracting authorities. It is a matter of law and contracting authorities cannot contract out of it.

So far as procurement information is concerned, Marjon currently expects the position as to what information may be accessible to the public, to be as set out in the table below. However, it can give no guarantee that this will continue to be the case, as the legislation develops and as the Information commissioner issues decisions in this area, thus these are working assumptions as opposed to absolutes. Nor can Marjon give any commitment that it or other customers may not be required or feel obliged to make information available to the public or to withhold it on some other basis. By participating in the procurement process you are taken to accept this.

The table below details different types of information and how Marjon will treat each of these:

| Information | How it is treated |
| --- | --- |
| Questionnaire / Tender submissions | Will be treated as publicly inaccessible at least until the notification of successful Tenderer. |
| Identity and amount of bids | The total bid price of successful Tenderer will become accessible between notification of successful Tenderer and contract signature. |
| Contract Documents as completed by the successful Tenderer | Accessible during the advertisement period under Marjon auditing regime. |
| Amounts spent on purchases etc. | Accessible |
| Trade secrets and other information that is genuinely commercially confidential | Under European Law Marjon is obliged not to disclose information that is genuinely confidential (such as the formula for making a particular product). However, the Information Commissioner has made it clear that this cannot be used as a blanket justification for refusing access, and that Marjon may not agree to treat information as confidential unless there is a really strong justification for doing so. |

Data Protection

Plymouth Marjon University requires all Tenderers to comply with the Data Protection Act 1998 and General Data Protection Regulations 2015 (to the extent the Regulations or any legislation enacting the Regulations are in force in the UK) and to take appropriate data security measures when processing any personal data in connection with the procurement process.

Publicity

Tenderers shall not undertake (or permit to be undertaken) at any time (whether prior to or after any contract award) any publicity or activity with any section of the media in relation to this tender process or resulting contract, other than with the prior written consent of Plymouth Marjon University. In this paragraph the word "media" includes (but is not limited to) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.

Consortia, Unincorporated Joint Ventures and Sub-Contracting arrangements

Plymouth Marjon University recognises that a Tenderer may be a collaboration of organisations either through a consortium arrangement, unincorporated joint venture or by way of a lead contractor and sub-contractors. This does not preclude a single organisation submitting a response.

Any Tenderer which is a consortium will be required to form a legal entity prior to any award of a Contract. Suitable security for guaranteeing the obligations of the legal entity and the delivery of the works or services under the Contract may be required in the form of a parent company guarantee or performance bond from the Lead Organisation and/or the Relevant Organisations as required by Plymouth Marjon University.

For Tenderers who are Lead Contractors and sub-contractors, the Lead Contractor will be required to enter into the Contract and take all legal responsibility for the obligations under that Contract. All Tenders will be evaluated as a whole in accordance with this document and the details contained within this ITT.

All correspondence in relation to this procurement will be sent to the registered email address associated with this ITT.

Bribery Act 2010 & Whistleblowing

Plymouth Marjon University contracts include provisions under which the contract will be terminated if the service provider or anyone on its behalf bribes or tries to bribe anyone in connection with any contract, or commits an offence under the Bribery Act 2010.

There are stringent similar provisions under both UK and European law in respect of money laundering and misconduct in respect of European funding.

Plymouth Marjon University also requires of Tenderers that they sign non-collusion agreements to the effect that they will not collude with other Tenderers in submitting bids, except where they are consortiums.

Plymouth Marjon University encourages all Tenderers or for that matter anyone else, to contact us if any, employee or other service provider, Tenderer or potential Tenderer approaches them and either attempts to engage them in any such activity or hints that they could do so.

If so, or for that matter in respect of any concerns a supplier may raise about any other sort of irregularity, it will treat their information in confidence in comparable fashion as required by Whistle Blowing best practise.

Law

The laws of England and Wales will apply to this ITT and the procurement generally.

Form of Parent Company Guarantee

Where appropriate and Plymouth Marjon University deems relevant a Parent Company Guarantee will be required prior to any formal award of contract. If you are required to submit a Parent Company Guarantee then it will be requested as part of your submission.

Performance Bond

Where appropriate and Plymouth Marjon University deems relevant a Performance Bond will be required prior to any formal award of contract. If applicable this will be detailed as part of your submission.

Inter Government Information Sharing

All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.

For these purposes, Plymouth Marjon University may disclose within Government any of the Contractor's documentation/information (including any that the Contractor considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Contractor to Plymouth Marjon University during this Procurement. The information will not be disclosed outside Government. Contractors taking part in this competition consent to these terms as part of the competition process.

Instruction/Guidance for Tender Return

Instructions for Tender Return

You must return all documentation required by this ITT by the Return Date to Plymouth Marjon University’s via procurement@marjon.ac.uk

Any additional information which is necessary to support your Tender should be uploaded as part of your submission and cross-referenced in the main body of your Tender.

## Changes

After return of the tender the Tenderer must inform Plymouth Marjon University of any changes via email at [procurement@marjon.ac.uk](mailto:procurement@marjon.ac.uk) . Plymouth Marjon University reserves the right to disqualify any Tenderer that fails to undertake this task.

Plymouth Marjon University reserves the right to accept changes proposed by any Tenderer to the composition of their Tenderer entity subject to the necessary legal/eligibility, technical ability and financial standing criteria set out being met and such change resulting in satisfactory arrangements for the Tenderer's ability to deliver the Contract requirements, providing always that such change is notified and takes effect prior to the being executed.

## Missing and Omitted Materials in a Tender

Where it appears that there is an error in the information submitted within the Tender, including missing or omitted material, the relevant supplier shall be made aware of the apparent error.

The supplier shall be asked to confirm acceptance as to this position or highlight that the information required is actually included in their submission.

When contacting the tenderer the following information shall be provided to them:

* Which information is considered missing/omitted.
* The time limit within which a response is required.

## Submission of Tenders

Unless Plymouth Marjon University has expressly stated to the contrary, each Tenderer must submit only one Tender in respect of this ITT.

Each Tender must be a standalone bid and not be dependent on any other bid or any other factors external to the Tender itself. Each Tender must be capable of being accepted by Plymouth Marjon University in its own right.

The following requirements must be adhered to when submitting Tenders:

* Tenderers should submit only such information as is necessary to respond effectively to this ITT.
* Unless specifically requested, extraneous presentation materials, particularly company corporate sales material, are neither necessary nor desired. Such materials will only be taken into account if they are clearly referenced in a Tenderer's specific response to a question in this ITT and only then to the extent that information is considered relevant by Plymouth Marjon University.
* The Tender must be in English and drafted in accordance with the drafting guidance set out in this ITT.
* The Tender must be clear, concise and complete. Plymouth Marjon University reserves the right to mark a Tenderer down or exclude them from the procurement if its Tender contains any ambiguities or lacks clarity.
* Tenderers have provided contact information when submitting their tender response. Plymouth Marjon University shall not be responsible for contacting the Tenderer through any route other than the nominated contact. The Tenderer must therefore undertake changes relating to the contact promptly if required.

In accordance with Regulation 59 of the UK Public Contract Regulations 2015 and EU Implementing Regulation 2016/7 Plymouth Marjon University will accept submission of a European Single Procurement Document (ESPD) as part of any submission.

Where Tenderers choose to submit all or any part of the ESPD in place of Sections of this ITT this must be clearly identified and referenced by the Tenderer. Additionally, submission of an ESPD may not cover all of the Selection Criteria required for this procurement.

## Consortia, Unincorporated Joint Ventures and Subcontracting Tenderers

Where the Tenderer has completed the response and that Tenderer is made up of a Lead Organisation and Relevant Organisation(s) the following will apply (unless stated otherwise within the relevant section):

* For Pass/Fail Sections all Relevant Organisations will be required to pass all Sections unless an adequate justification is provided by the Relevant Organisation or the Lead Organisation which is satisfactory to Plymouth Marjon University; and
* For scored Sections, Plymouth Marjon University will provide the Tenderer with a global score for each question taking into account the responses received from each Relevant Organisation and looking at the submission in respect of that question as a whole.

## Quality Evaluation

The Quality award criteria is 70% of the overall award and will consist of the following sub-criteria. The sub-criteria reflect the risks attached to this project and the wider aims of Plymouth Marjon University.

## Quality Sub-Weighting Criteria

Quality (Responses to a Specification and Statement of Requirement) = 70%

The award criteria that will be used to evaluate Tenders are as follows:

|  |  |
| --- | --- |
| **Requirements** | **Total Weighted Category Score** |
| 1. Project Overview & Campus Development Plan Objectives – Mandatory – Weighting 35% | 35% |
| 2. Sustainability & Zero Carbon – Mandatory – Weighting 25% | 25% |
| 3. Programme – Mandatory – Weighting 5% | 5% |
| 4. Communications and Stakeholder Engagement – Mandatory – Weighting 5% | 5% |
|  | **70.00%** |

Quality - Scoring Methodology

Each scored question/section will be allocated a score between 0 and 10 in accordance with the table set out below.

Tenderers that receive a score of 1 or less in any of the questions that designated as “mandatory” will be excluded from the remainder of the evaluation process and their Tender shall not be considered further, unless Plymouth Marjon University, at its absolute discretion, having regard for the EU Treaty principles (fairness, equality of treatment etc.,) decides otherwise.

In each case, the overall strength/quality of the response will be evaluated in order to determine whether the response should be categorised as Poor, Weak, Fair, Adequate or Excellent and, for these purposes, an indicative (but not necessarily exhaustive) list of the characteristics that will be taken into account are those set out below.

|  |  |  |
| --- | --- | --- |
| **Scoring Matrix** | | |
| **Assessment** | **Score** | **Marking Guidelines: Reason to award this score based on evidence provided against the criteria included.** |
| **Poor/Unacceptable** | **0** | No response or response which is irrelevant to question. |
| **Weak/Serious Reservations** | **1** | Response only partially answers question, with major deficiencies apparent. Little relevant detail. |
| **Fair/Minor Reservations** | **4** | Response almost meets question requirements but remains basic and missing some detail. |
| **Satisfactory/Good** | **7** | Response satisfies question requirement and has provided the detail requested. |
| **Excellent** | **10** | Comprehensive and useful response which answers the question and exceeds minimum expectations. Including a full description of techniques and measurements employed, and a level of detail which adds value to the tender. |

**Supplier Interview/Presentations**

Please note Plymouth Marjon University reserves the right to conduct and invite all shortlisted tenderers to attend an interview/presentation to elaborate on their Tender submission. This process will not be subject to a score in its own right; but will be used to formally clarify/verify the preliminary scores already given by the evaluators.

## Commercials

Price (Completed Commercial/Pricing Schedule) = 30%

Commercial / Pricing – Scoring Methodology

Pricing will be evaluated against the cost to provide the services in the specification detailed by the Tenderer in the Pricing/Commercial Schedule.

The pricing submission will be evaluated using the standard differential method i.e. where the best price receives full marks (30%).

Please refer to the embedded document below for information and an example of the Commercial/Price evaluation.



The commercial element of the evaluation will be carried out after Tenderers Quality Evaluations including the Interviews and Supplier Presentations.

The Commercial Document contains the details and requirements relating to the price element of this ITT. This may include, but is not limited to, the inclusion of specific instructions, documents, templates, pricing structures, etc., for the Tenderers to return as part of their Tender submission.

## Ties

Where the Total Evaluated Scores of two or more tenderers are identical following the evaluation process identified above and a Tie has occurred the following will be applied to determine the preferred Supplier:

* Where in the commercial element accounts for 50% or more of the total available score, the highest commercial score awarded to any of the Tied tenderers will be used to select the preferred supplier e.g.
  + Supplier A  60% Commercial     34% Quality = 94%
  + Supplier B 54%  Commercial     40% Quality = 94%

         Supplier A would be deemed the preferred Supplier

* Where the quality element accounts for 51% or more of the total available score, the highest quality score awarded to any of the Tied tenderers will be used to select the preferred supplier e.g.
  + Supplier A  60% Quality 34% Commercial = 94%
  + Supplier B  54% Quality 40% Commercial = 94%

         Supplier A would be deemed the preferred Supplier

In the eventuality that two or more tenderers remain Tied (e.g. Commercial Score and Quality Score are identical) following the application of the methodology above the preferred supplier will be selected at random from the remaining tenderers using a fair and transparent process.  All tied supplier will be entered into a draw and the first supplier to be picked from the draw will be the preferred supplier. In the event of a draw and spirit of fairness and transparency the Tied Tenderers will be invited to send a representative to witness the draw.

## FORM OF TENDER AND BONA FIDE TENDER

Date: 30th July 2019

Dear Plymouth Marjon University

**Re:- Plymouth Marjon Campus Development Plan**

I/we offer to supply the services described in the said contract documents in such manner as may be required.

Terms and Conditions. \*I/we agree that this Tender and any contract which may result there from shall be based upon the documents provided Plymouth Marjon University.

In respect of the Plymouth Marjon University obligations under the Freedom of Information Act, we have identified any information, which is commercially sensitive, which we understand Marjon will not disclose without prior consultation.

The prices quoted in this Tender are valid for 90 days from the Date of Tender and I/we confirm that the terms of the Tender will remain binding upon me/us and may be accepted by you at any time before that date.

\*I/we note that the contract shall be valid upon acceptance and signature by both parties of the Contract Documents.

\*I/we agree that the construction, validity, performance and execution of any contract that may result from this tender shall be governed by and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

\*I/we agree to bear all costs incurred by me/us in connection with the preparation and submission of this Tender and to bear any further costs incurred by me/us prior to the award of any contract.

\*I/we agree that any other terms or conditions of contract or any general reservation which may be printed on any correspondence emanating from me/us in connection with this tender or with any contract resulting from this tender, shall not be applicable to this tender or to the contract.

**Print name: ………………………………………… Date: ……………………………**

**Title: ………………………………………………… Duly authorised to sign/submit Tenders for and on behalf of Registered Address:**

**………………………………………………………………………………………………….**

\*delete as applicable

**TO THE FORM OF TENDER**

The prices to be inserted in the Contract shall be those shown in the accompanying pricing document.

Quality Commitment Questions replies to be inserted in the Contract shall be the replies to Quality Commitment Questions asked in the Invitation to Tender.

**Value Added Tax**

The prices contained herein shall **exclude Value Added Tax** which shall be chargeable, where appropriate, in accordance with Government legislation.

Total Tender Price £……………………. (Figure taken from Pricing document)

Total Tender Price (in words) ………………………………………………….

**TO THE FORM OF TENDER**

ADDITIONAL INFORMATION REQUIRED BY PLYMOUTH MARJON UNIVERSITY

Section I: Information Required for Inclusion into the Form of Contract

The *Contractor* is

………………………………………………

Address for communication

…………………………………..

…………………………………..

…………………………………..

…………………………………..

Address for electronic communication

……………………………………………

Contractor’s Registered Address

………………………………………

………………………………………

………………………………………

………………………………………

………………………………………

Telephone No. ………………………………..

Fax No. ………………………………………..

**TO THE FORM OF TENDER**

**CONTRACT TERMS & CONDITIONS**

This Contract shall be made under the terms and conditions as outlined below

**The JCT Design and Build Terms and Conditions 2016**

\*I/we agree to the terms and conditions outlined in Terms and Conditions

Print name: …………………………………………….

Date: ……………………………………………………

Title:………………………………………………………

Duly authorised to sign/submit Tenders for and on behalf of

**IN BLOCK CAPITALS**

Registered Address:

\*delete as applicable

**TO THE FORM OF TENDER**

**CERTIFICATE AS TO NON-CANVASSING**

**To be completed and returned by the tenderer**

**Title:-**

To Plymouth Marjon University ("Marjon")

\*I/We hereby certify that \*I/we have not canvassed any member, officer, employee, agent or advisor of the University in connection with the award of the Contract for the Services and Works and that no person employed by me/us or acting on my/our behalf has done any such act.

\*I/We hereby undertake that \*I/we will not in the future canvass or solicit any member, officer, employee, agent or advisor of the University in connection with the award of the contract for the Services and Works and that no person employed by me/us or acting on my/our behalf will do any such act.

\*I/We further hereby undertake that \*I/we have not and will not seek to recruit any University employee who has during the year prior to the date of this tender bid been employed on matters relating to the Contract and that no person employed by me/us or acting on my/our behalf will do any such act.

1. SIGNED .................................................................................................

POSITION ..................................................................................

On behalf of ...............................................................................

Date .........................................................................................

2. SIGNED ....................................................................................

POSITION .................................................................................

On behalf of ...............................................................................

Date ........................................................................................

Two signatures must be provided.

\*delete as applicable

**TO THE FORM OF TENDER**

**NON-COLLUSIVE CERTIFICATE**

**To be completed and returned by the tenderer**

**Title:-**

\*I/We certify that this is a bona fide application and that I/we have not:

1. entered into any agreement with any other person with the aim of preventing tenders being made or as to the amount of any tender or the conditions on which any tender is made;
2. informed any other person, other than the person calling for these application, of the amount of the approximate amount of the application, except where the disclosure, in confidence, of the amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the application;
3. caused or induced any person to enter into such an agreement as is mentioned in paragraph a) above or to inform us of the amount of the approximate amount of any rival applicant for the Contract.

\*I/We also undertake that we will not do any of the acts mentioned in paragraphs a), b) and c) above before the hour and date specified for the return of the application.

In this certificate ‘person’ includes any persons and anybody of persons corporate or unincorporated, and ‘agreement’ includes any arrangement whether formal or informal and whether legally binding or not.

Signed.………………………………………………………………………………

On behalf of…………………………………………..……………………………...

Date…………………………

\*delete as appropriate