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**INVITATION TO TENDER (ITT)**

**Energy Management System Project- 003**

**Gul Skills Community Hub**

**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: delete as appropriate
   * Deb Parker: t. 07752446533 / [deborah.parker@trelya.com](mailto:deborah.parker@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 “Energy Management System Project- 003” 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 WEDNESDAY 13TH MARCH 2024**

**PART A**

**SPECIFICATION**

**Project Brief**

This ITT sets out Trelya’s requirements for a suitable Contractor to supply and install equipment to upgrade our boiler room and install a new Energy Management System.

The property 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.

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 the Brief 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.

**Background**

Trelya is an award-winning medium-size independent charity based in West Cornwall working to enable positive change in West Cornwall’s most under resourced communities.

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.

We know from experience that the children, young people and families living in our communities are unique and skilled individuals with incredible potential. Trelya creates opportunities to fulfil that potential through provision of a nursery “Skylar” (rated ‘Outstanding’ by Ofsted), ‘Gallos’ an award-winning youth work and mentoring programme and ‘Gul,’ which is one of Cornwall’s most successful employment and training programmes for those furthest from the labour market.

**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. These grants will help to match fund, the Gul Skills Community Hub Project, which is a mix of capital and revenue expenditure. This capital expenditure will help to reimagine our Community Centre, the Lescudjack Centre, at the heart of Treneere in Penzance.

As part of this capital expenditure, we are upgrading our heating and Energy Management System. This will increase energy efficiency, reducing the use of portable electric heaters throughout the building in the cold weather. Our current inefficient system requires costly external management and this project will future proof the reliability of the heating and hot water system.

Trelya inherited boilers when Trelya was gifted the building in 2015, and they now require upgrading to reduce cost and ensure the Gul Skills Community Hub remains warm for our users.

As part of this upgrade we have explored renewable heating options but currently boiler replacement is the most viable option to heat the whole building.

**Project**

After a recent review of the condition of the plant and equipment by electrical engineers and heating specialists the project will include an upgrade of:

1. The Building Management System (BMS)

2. The Boiler Rooms as a whole, including the heating and hot water plant, Boilers, Pumps, Pressure system, Gas safety system. The existing pipe work will be left as is.

The project will therefore replace all equipment and future proof the reliability of our heating and hot water system. The proposal will include the installation of twin head heating pumps, upgrading the single pump setup which will mean there is always a back-up heating pump in the event of any failure in future.

**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. We require the contractor to Design and build the system to suit the existing pipework to get best value for money – key items include:

|  |  |  |
| --- | --- | --- |
| **Type** | **Manufacturer (Existing equipment)** | **Replaced with the following** |
| Gas Boiler x2 | Buderus Logamax Plus gb162-65 | 2 x **Remeha Quinta Ace** 65Kw |
| Gas Water Heater | Lochinvar 24kw Open Flue. | 1 x **300L** In-direct hot water calorifier, complete with 12Kw immersion heater, heated from the boilers, new circuit to be added. **Grundfos** Pumps and control, valves etc. |
| Heating Pumps | 3x Grundfos 40-60/2F | 3 x **Grundfos Magna 1 Twin Head** |
| Pressure System | Boss Pressfill PAK & Expansion Vessel | **Wilo P135** Comfort Pressure Unit.  **Zilmet 100L** expansion vessel. |
| Gas Safety System | Kingsway | **S&S Northern 1000BH** Gas Safety System. Methane & Carbon Monoxide Sensors. Gas Solenoid valve. |

The quote should therefore include:

**Mechanical Proposal**

* Decommissioning and disposal of the existing heating and hot water plant
* Supply and installation of the following equipment:
  + 2 x Remeha Quinta Ace 65Kw Boilers with shunt pumps, horizontal flues and plume management kits.
  + 1 x 300L Indirect hot water calorifier complete with 12Kw immersion heater, associated primary pump and controls
  + 3 x Grundfos Magna 1 twin headed heating pumps with pipe spacer kits
  + Wilo Comfort Pressure Unit & 100L Zilmet Expansion Vessel
  + 2.5” Gas Solenoid Valve and pipe work to new heating boilers
  + S&S Northern 1000BH Gas Safety System complete with Carbon Monoxide & Methane Sensors.
  + Alterations to the pipework will require insulation and reinstating as it currently is.
  + Dosing Pot
  + Pipe work system flushing and dosing to British Standards
  + First year boiler servicing free of charge
  + BEMS programming and commissioning and the electrical installation will be completed by Bonney & Jarman LTD. Please contact Sam Weake at Bonney and Jarman ([www.bonneyandjarman.co.uk](http://www.bonneyandjarman.co.uk) / 07929091997) for costs to be included in your quote.

Please install new gas water tank next to the current one to maintain the hot water service as long as possible and indicate in the tender the downtime of the hot water when doing the final change over.

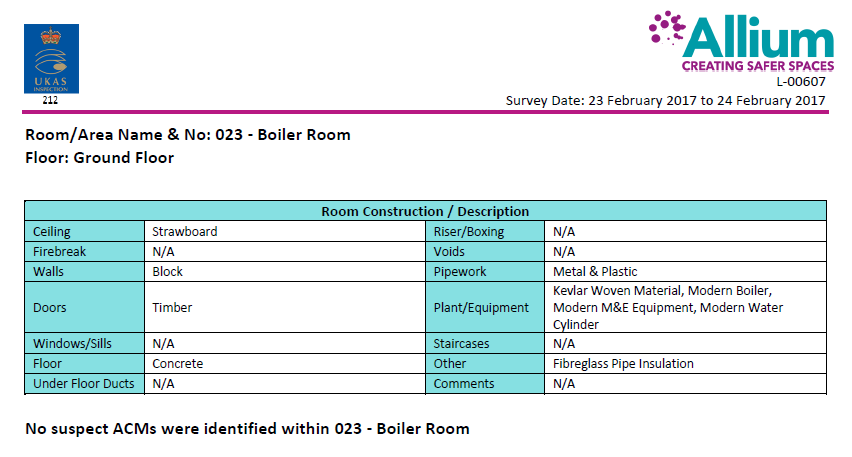
Please note that the Fire Alarm connection to Gas Safety System will be carried out by Duchy Alarms (who manage our alarm systems) and who are quoting separately for this work.

**Warranties and Guarantees**

Please also include details of warranties and guarantees for all equipment supplied and detail what these offer including length of time etc what includes labour / parts and details of your after sales service/fault rectification.

**Asbestos**

In February 2017 Allium undertook a Management Asbestos Survey of the Lescudjack Centre – Survey Reference Number: L-00607 (enclosed). Page 48 confirms that there are no suspected ACMs identified in the Boiler Room (extract below from the report). Please contact [procurement@trelya.com](mailto:procurement@trelya.com) if you would like to see a copy of the full report.

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**Welfare facilities**

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

**Waste Disposal**

It is the responsibility of contractor to dispose of all waste materials. Therefore, all waste, rubbish or litter arising from the installation shall be removed as it accumulates and disposed of by the Contractor.

**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.

**Key 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 the progress;
* 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;

**Timing**

In order to save time and expense we would like the work completed between April and June 2024 when the heating has been switched off so both boilers can be worked on at the same time.

Please note we expect the contractors to position the new hot water tank so the pipework can be completed so there is only minimal disruption of the water supply at the centre. Any works requiring switching off of water will need to be programmed in to meet Trelya, and its tenants, requirements (one of the tenants is a dental surgery) and will have to be undertaken either side of working hours (working hours are 8am to 5.30pm).

**Timetable for Tender Process / Project Delivery**

|  |  |
| --- | --- |
|  | **Date** |
| Issue ITT | Wednesday 14th February 2024 |
| Deadline for viewing by appointment only contact Deb Parker: t. 07752446533 / deborah.parker@trelya.com | 12 noon Wednesday 6th March 2024 |
| Deadline for questions regarding the tender which should be received by email by Alison Elvey, (procurement@trelya.com) | 12 noon Wednesday 6th March 2024 |
| Tender Submission Deadline | 12 noon Wednesday 13th March 2024 |
| ITT validity period | 90 days from closing date |
| Estimated Award of Contract | By 31st March 2024 |
| Anticipated Contract Commencement Date | Mid April 2024 (depending on availability) |
| Anticipated Completion of works | 30th June 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 Officer. Please identify in your tender if you require a deposit which would be subject to agreement. |

**Part B**

**STANDARD TENDER SUBMISSION DOCUMENTS**

**Energy Management System Project- 003**

**Issue Date: Wednesday 14th February 2024**

**Deadline for receipt of tenders: 12 Noon Wednesday 13th March 2024**

**(TO BE RETURNED)**

Insert name of Tenderer:

**Overview of the Quotation 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 publishing the ITT on contracts finder and Trelya.com to seek at least three written tenders for the items listed above and will choose the supplier based on the evaluation model 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 5.3 - Acceptable Health and Safety Compliance  Section 5.4 – Social Value Policy  Section 5.5 - Real Living Wage  Section 5.6 - Environmental Sustainability Policy & Waste Management 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 |

|  |  |
| --- | --- |
| **Scoring Criteria (out of 100% rounded to two decimal places)** | |
| Pricing | 65% |
| Social Value Policy | 15% |
| Delivery /Project management / Timing of Supply | 10% |
| After sales service/fault rectification (inc. Warranties & Guarantees) | 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 |  |
| 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: Gas Safey Register |  |
| 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) |  |

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 | Are you able to provide a copy of your audited accounts for the last 2 years, if requested? If no, can you 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** | |
|  | You should be Gas Safe registered – please provide a copy of your certificate with your tender response.  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. |  |
| **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 provide a copy of your Real Living Wage Policy. |  |
| **5.6** | **Environmental Sustainability Policy / Waste Management Policy** |  |
|  | The funders of this project, Trelya, promote responsibility for the environment. Please provide a copy of your Environmental Sustainability Policy and Action Plan (how your policy will be implemented). Please also supply a copy of your Waste Management Policy. |  |
| **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.**

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

| **Criteria** | **Sub-Criteria** | **Question** | **Weighting** |
| --- | --- | --- | --- |
| 1. **Quality of equipment that you are proposing.** | | | **N/A** |
|  | Although the equipment has been specified in detail above, 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 (also see below)   (Maximum 1000 Words) | |  |
| **Response:** | | | |

| **Criteria** | **Sub-Criteria** | **Question** | **Weighting** |
| --- | --- | --- | --- |
| 1. **Social Value Policy.** | | | **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** |
| --- | --- | --- | --- |
| 1. **Delivery /Project management / Timing of Supply** | | | **10%** |
|  | Please explain how you will deliver the equipment and the installation programme including timescales.  Provide details of your team and key personnel. Include CVs as necessary (e.g. Project Manager)  A project plan must be provided, detailing activities and resourcing.  (Maximum 1000 Words) Excluding Project Plan | |  |
| **Response:** | | | |

| **Criteria** | **Sub-Criteria** | **Question** | **Weighting** |
| --- | --- | --- | --- |
| 1. **After sales service/fault rectification (inc. Warranties & Guarantees)** | | | **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.  Please provide detail of warranties & Guarantees of the equipment proposed and detail what these offer including length of time etc what includes labour / parts and details of your after sales service/fault rectification.  (Maximum 1000 Words) | |  |
| **Response:** | | | |

| **Criteria** | **Sub-Criteria** | **Question** | **Weighting** |
| --- | --- | --- | --- |
| 1. **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. While the Price is not weighted, the Pricing Schedule will be used to support Trelyas understanding of the Quality and Technical Merit of the Tenderer’s submission.

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)** |
| Gas Boiler x2  Gas Water Heater  Heating Pumps  Pressure System  Gas Safety System  BEMS programming and commissioning (Bonney & Jarman LTD)  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 |  |

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”) **Energy Management System Project- 003**

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 in advance of 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: **Energy Management System Project- 003.**

TENDER RETURN DATE **12 Noon Wednesday 13th 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 **x calendar days** 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 ‘Energy Management System Project- 003’ and addressed to Trelya, The Lescudjack Centre, Penmere Close, Penzance , TR18 3PE OR emailed labelled ‘Energy Management System Project- 003’ 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 A: Conflicts of Interest Declaration Form**

Provision and install of Energy Management System for Gul Skills Community Hub.

**Introduction**

This Declaration Form is intended to capture conflicts of interest relating to individuals involved in the aforementioned procurement in order to avoid any distortion of competition and to ensure equal treatment of all companies seeking to do business with Trelya.

Involvement, in the context of conflicts of interest, may relate to any stage in the commercial lifecycle including preparation and planning, publication, selection and award and contract implementation.

Individuals must avoid placing themselves in a position where there is a conflict between their personal and/or outside interest and their official duties in a procurement and must comply with internal policy relating to gifts, hospitality and conflicts of interest at all times.

Examples of conflicts of interest may include, but are not restricted to:

* if you are a current or previous employee of a company, or have a member of your family, your partner (married, civil partnership or not), your siblings, your children, or any close personal or professional relationships that are an employee of a company, that is seeking to do business with the Contracting Authority;
* if you, or a member of your family/friends (as set out above), has a financial interest in a company that is seeking to do business with the Contracting Authority;
* if you, or a member of your family/friends (as set out above), has a financial relationship of any kind with a company seeking to do business with a Contracting Authority.

**This is a non-exhaustive list of examples and it is your responsibility to ensure that any and all actual, potential or perceived conflicts are disclosed prior to you being involved in the procurement.**

If you are unsure whether your current or previous relationship or involvement with a company that is seeking to do business with Trelya constitutes a conflict of interest, you should seek advice from an Authorised Individual stated below.

This Form also includes a requirement for individuals involved in the procurement to treat information (including but not restricted to bid documents, supplier evaluations etc.) with the appropriate level of confidentiality, and not make any unauthorised disclosures of this information.

All individuals with access to procurement information must sign this Form.

**Authorised Individuals**

Authorised Individuals are responsible for managing the disclosure of procurement information and conflicts of interest. The Authorised Individuals for the procurement are:

*Alison Elvey, Finance & Administration Director, Trelya (accounting officer);*

*Sharon Rich Executive Director, Trelya;*

*Deb Parker, Gul Administrator, Trelya;*

*Maeve Bacon, Gul Administrator, Trelya.*

If conflicts of interest arise at any time during the commercial lifecycle, an Authorised Individual must be notified. Any disclosure of procurement information must also be approved by an Authorised Individual prior to disclosure.

**Statements**

1. I acknowledge that my official duties cause me to have access to documents or data pertaining to the above procurement. I am aware that unauthorised disclosure of information could damage the integrity of the procurement and that transmission or revelation of such information to unauthorised persons will subject me to disciplinary action.
2. I will not divulge, publish or reveal by word, conduct, or any other means such information or knowledge, except as necessary to do so in the performance of my official duties related to this procurement and in accordance with the laws of the United Kingdom, unless specially authorised in writing in each and every case by an Authorised Individual of the Contracting Authority.
3. I acknowledge that the information I receive will be given only to persons specifically granted access to the procurement, and it may not be further divulged without specific prior written approval from an Authorised Individual.
4. If at any time during the procurement my participation might result in an actual, potential or perceived conflict of interest, I will immediately report the circumstances to the appropriate Authorised Individual.

**Declaration Guidance**

Declaration A should be signed if there are no actual, potential or perceived conflicts of interest.

Declaration B should be signed if there are actual, potential or perceived conflicts of interest. The conflicts of interest and mitigation must be stated in Appendix 1 below, as must the role that the individual will be carrying out (where appropriate) within the procurement. An Authorised Individual must also sign Declaration B to confirm that they accept that appropriate mitigations have been put in place.

**Declaration A (if no conflicts of interest)**

By signing this Form, I declare that I have read and accept the Statements above, and that there are no conflicts of interest of any nature which would prevent me from participating in the aforementioned procurement.

If any actual, potential or perceived conflicts of interest arise in the future, I will inform an Authorised Individual immediately.

Name:

Job Title: Organisation / Department:

Signature: Date:

**Declaration B (if actual, potential of perceived conflicts of interest)**

By signing this Form, I confirm that the conflicts of interest in Appendix 1 have been mitigated appropriately to allow me to participate in a suitable role within the procurement.

If any other actual, potential or perceived conflicts of interest arise in the future, I will inform an Authorised Individual immediately.

Name:

Job Title: Organisation / Department:

Signature: Date:

**Appendix 1**

My conflict(s) of interest, including mitigations, is/are:

Conflict of interest *[insert text]*

Mitigation *[insert text]*

*[Delete as appropriate]*

Therefore my role in the procurement will be *[briefly describe role]*

*OR*

Therefore I will not have a role in the procurement.

**Authorised Individual**

By signing this Form, I confirm that the conflicts of interest in Appendix 1 have been mitigated appropriately, and therefore the individual’s role in the procurement, also stated in Appendix 1, is appropriate.

Name:

Job Title: Organisation / Department:

Signature: Date: