**Notes to Tenderer**

**Manufacturing Review of the INS 3578 Package**

**NB. For ease of reference all documents forming part of the Invitation to Tender package (“ITT”) are shown in bold in these Notes to Tenderer.**

**A full list of all ITT documents is appended.**

# Introduction & Statement of Work

The Tenderer is invited to tender for the provision of Security Doors in accordance with the **Specification** andin conjunction with the **Draft Agreement Document** (‘the Services’)

The Tenderer is requested to submit his ‘Fixed and Firm’ price bid in relation to the Services.

# Tendering Requirements

## The Tender must be valid for acceptance for a minimum of 30 days from the required return date.

## No reimbursement will be made for expenses incurred in tendering.

## The Tenderer shall note and either:

### confirm his understanding and/or acceptance of, or

### supply the information requested in, the following:-

#  General/ Commercial:

## Tenders shall be made in English.

## The Tenderer shall formally acknowledge with his Tender that INS’s terms and conditions as contained in the **Draft Agreement Document** enclosed herewith will apply to any contract which may arise out of this tender exercise. Any exceptions or deviations from the terms of the **Draft Agreement Document** shall render a Tender liable for rejection as non-compliant.

## INS reserves the right to seek further clarification from the Tenderer in writing

 regarding any point in his Tender submission. Any such clarification received

 shall then be added to the Tenderer’s response for the purposes of evaluation

 and, should the Tenderer be successful, the basis of his appointment.

## The Tenderer shall provide with his Tender a company letterhead providing:

### company details (both for ordering address and remittance address if different) including telephone/fax numbers, company registration and VAT number if applicable.

### bank details – including account name/ number, sort code etc

### Contact details for the Tenderer’s Security Controller/Security Manager.

## Any intention to sub-contract any part of this work or services to enable performance of this work shall be clearly stated in the Tender submission, on the form provided (i.e. **Form 6200**). NB Approval of sub-contractors in principle will not relieve a contractor of his contractual responsibilities.

## INS reserves the right not to accept the lowest, or any, Tender.

## The Tenderer is invited to contact the following should he wish to obtain clarification of any aspect of the ITT or additional technical or commercial information:- Bob Wilson, Lead Procurement Manager, INS Procurement

 **Tel** 0758 3481603,

 **e-mail**  ins.tendera@innuserv.com

 Any request for clarification must be made in sufficient time to enable an interpretation and response to be made without prejudice to the due date for return, which, for the purposes of this ITT, shall be**: 8 July at 12.00pm**

INS reserves the right not to respond to any query received after **8 July**

## The Tenderer shall include a single point of contact in his organisation for his Tender. INS will not be responsible for contacting the Tenderer through any route other than by email to the nominated contact.

## INS may at its absolute discretion extend the return date specified above for submission of Tenders. Any extension granted will be advised to and apply to all Tenderers.

## INS reserves the right not to consider any Tender which is received later than the date stated in 3.7 above or any extension thereto agreed in accordance with 3.9 above.

## The Tenderer shall submit with the Tender detailed background information regarding the services offered and shall clearly state any aspect of the offer which is not fully in accordance with any of the requirements herein.

# Additional Terms applicable to this ITT

## INS reserves the right to reject or disqualify a Tenderer and/or his supply chain members where:

### the Tender (or any part thereof) is submitted late, is completed incorrectly, is incomplete or fails to meet INS’s submission requirements as notified to the Tenderer in this ITT;

### following submission of the Tender, there is a material change in identity, control, financial standing or other factor impacting on the selection affecting the Tenderer and/or his supply chain members;

### the Tenderer and/or his supply chain members, is/are guilty of serious misrepresentation in relation to his application and/or the tender process;

### the Tenderer directly or indirectly canvasses or offers or agrees to offer any gift or consideration to any member, officer or agent of INS as an inducement to bribe or influence the award of the Agreement in relation to the tender process (or any matter pertinent to it);

### the Tender is not properly completed, contains other conditions or non-required additions, deletions, significant mistakes, any changes to the scope or any calculating errors;

### the Tenderer does not accept the terms and conditions of the **Draft Agreement Document** ;

### there are any further requests for clarification from or further submissions are made by the Tenderer after the closing date for submission of Tenders.

## INS reserves the right to:

### cancel, clarify or vary the Procurement at any stage;

### require a Tenderer and/or his supply chain members to clarify his/their Tender in writing and/or provide additional information (and failure to respond adequately or by the deadline stipulated shall give INS the right to reject a Tender); and/or

### amend the terms and conditions of the tender process.

## The Tenderer is solely responsible for its costs and expenses incurred in connection with the preparation and submission of his Tender and all future stages of the tender process. Under no circumstances will INS, or any of its advisors be liable for any costs or expenses borne by the Tenderer or any of his supply chain members or advisers in this Procurement (including as a result of cancellation of the tender process under 4.2.1 above).

## INS shall have no liability whatsoever to the Tenderer in relation to the outcome of the tendering and, for the avoidance of doubt, INS shall not be liable for any loss of profit or other economic loss incurred by the Tenderer.

## This ITT (including all its constituent documents and any document referenced therein) has been prepared on behalf of INS for the sole purpose of enabling Tenderers to submit Tenders to INS. No guarantee can be given, however, and no representation is made, as to the accuracy of information contained within it and it is the Tenderer’s responsibility to obtain for himself at his own expense all information which he deems necessary or desirable for the preparation of his Tender. Neither INS nor any of its professional advisors accepts any liability which might result from any inaccuracy in or omission from any such information.

## INS reserves the right to disseminate information that is materially relevant to all tenderers even if the information has only been requested by one tenderer, subject to the duty to protect any tenderer’s commercial confidence in its responses. Should the Tenderer wish to avoid such disclosure (for example on the basis that the request or response contains commercially confidential information or may give another tenderer a commercial advantage) the request must be clearly marked “In Confidence – not to be circulated to other tenderers’ and the Tenderer must set out the reason(s) for such request for non-disclosure. Subject to meeting its responsibilities under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 INS will act reasonably as regards the protection of commercially sensitive information relating to the Tenderer.

## The ITT documents and any information issued or furnished by or on behalf of INS in connection therewith are issued on a confidential basis and solely for the purpose of enabling a Tender to be completed. No such information shall be used for any other purpose and must not be disclosed to any third party except if disclosure to potential sub-contractors is necessary to enable a Tender to be submitted.

**Appendix to Notes to Tenderer**

The following documents comprise this ITT package. Please advise the INS contact stated in Section B 3.7 above if you have not received them all.

Draft Agreement Document

INS Specification “INS ENG S 15 108 Rev 1”

Notes to Tenderer

Form 6200