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| **Request for Quotation (RFQ)** |
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| The Supply and Installation of Fire Detection and Alarm System – conforming to British Standard BS 5839 PART 6:2013 (British Standard Specifications for Fire Alarm systems in Domestic Buildings) & associated maintenance  &  An interim period (approximately 6 months) undertake the maintenance of our existing portable fire extinguishers (in accordance with BS 5306-3:2017) and alarm systems etc., |

RFQ released: **10th April 2019**

Deadline for Questions: TIME **24th April 2019**

Deadline for Quotes: TIME **2nd May 2019**

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Suppliers to complete and return the following: -

1. Completed Standard Selection Questionnaire;
2. Section 3 ‘Our Requirements’;
3. Section 5 ‘Pricing Information’;
4. Section 6 ‘Form of Tender, Contract Terms and Conditions, Certificate as to Non-Canvassing and Non-Collusive Certificate’;

**The Purpose of this Request for Quotation (RFQ)**

What we need….

Plymouth Marjon University wish to appoint a supplier; for the Supply and Installation of Fire Detection and Alarm system, conforming to British Standard BS 5839 PART 6:2013 (British Standard Specifications for Fire Alarm systems in Domestic Buildings) & associated maintenance. Together with an interim arrangement of approximately 6 months a maintenance and servicing agreement of our existing fire equipment, signage, refuge points and fire alarm system.

For your information Marjon are looking to shortly undertake a programme of installing Door Access Equipment etc. and would like to include our fire alarms and associated peripherals into a single OJEU Tender and resultant contract. Hence our requirement for an Interim Maintenance and Service Agreement for our existing fire assets and systems.

A bit about us…..

Plymouth Marjon is a small university with a green and spacious campus, and world-class facilities in a spectacular part of the world. With strong support and an ambitious community, its students achieve more than they ever thought possible. Specialisms include teaching, sport, health and wellbeing, social sciences, business, and performing arts.

Site Visit – (It is strongly advised that all Supplier’s attend a site visit)….

The Supplier is encouraged to visit the site to ascertain for themselves the full involvement of the goods and services required, 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 RFQ return.

The Supplier will be deemed to have satisfied themselves of all site conditions and locations. The Suppliers price must include all access equipment required to carry out the required tasks.

Marjon wishes to invite interested suppliers to attend a Site Visit on either the afternoon of 17th April or the morning of 18th April 2019. Arrangements to be made via email at [procurement@marjon.ac.uk](mailto:procurement@marjon.ac.uk)

\* 17th April 2019 at 14.00 – 15.30

\*\* 18th April 2019 at 10.30 – 12.00

Suppliers shall report to reception and ask for Tony Sicklemore and Alison Spencer who will escort you around the buildings.

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

Site Visit Rules and Regulations

Upon arrival, Tony and Alison will provide the representatives with an overview of the rules and regulations that shall be adhered to.

Should a supplier 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 Questions and Answers

All Questions will need to be submitted in writing via email at [procurement@marjon.ac.uk](mailto:procurement@marjon.ac.uk)

- No questions will be answered during the site visit.

Those suppliers that wish to attend the Site Visit should provide the following details;

Name of attendees & their position;

Organisation;

Contact Telephone Number; and

Contact email address.

Date and time of preferred Site Visit

Suppliers shall note that participation in site visits shall be restricted to a maximum of 3 attendees from each supplier’s organisation.

# SECTION 1: Key information

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| F:\ICONS GMRFx\Icons_Location.png | * 1. **Context**  1. This Request for Quote (RFQ) is an invitation to suppliers to submit a Quote for the Supply and Installation of Fire Detection and Warning system, conforming to British Standard BS 5839 PART 6:2013 (British Standard Specifications for Fire Alarm systems in Domestic Buildings) & associated maintenance. Together with an interim arrangement of approximately 6 months a maintenance and servicing agreement of our existing fire equipment, signage, refuge points and fire alarm system. 2. This RFQ is a single-step procurement process. |
| F:\ICONS GMRFx\ICONS dark grey\Icons_Calandar.png | * 1. **Our timeline**  1. Here is our timeline for this RFQ.   Steps in RFQ process:   * Deadline for suppliers’ questions (Deadline for Questions):   Date: 24th April 2019   * Anticipated date for Marjon to answer suppliers’ questions:   Date: 26th April 2019   * **Deadline for Quotes:**   **Date: 2nd May 2019 Time: 12:00 (midday)**   * Unsuccessful Respondents notified of Intention to award Contract:   Date: 10th May 2019   * Anticipated Contract start date:   Date: week commencing 20th May 2019 |
| F:\ICONS GMRFx\ICONS dark grey\Icons_Contact book.png | * 1. **How to contact us**  1. All enquiries must be directed to our **Point of Contact**. We will manage all external communications through this **Point of Contact**. 2. Our **Point of Contact**   Email: [Procurement@marjon.ac.uk](mailto:Procurement@marjon.ac.uk) |
| F:\ICONS GMRFx\ICONS dark grey\Icons_Pencil.png | * 1. **Developing and submitting your Quote**  1. This is a competitive RFQ process. The RFQ sets out the step-by-step process and conditions that apply. 2. Take time to read and understand the RFQ. In particular:    * Ensure the Standard Selection Questionnaire is comprehensively completed, and any accompanying information is provided in **Section 2**  * Develop a strong understanding of our Requirements detailed in [**Section**](#S2_Requirements) **3.** * in structuring your Quote consider how it will be evaluated. **Section 4 describes our Evaluation Approach.**  1. If anything is unclear or you have a question, ask us to explain. Please do so before the Deadline for Questions. Email our Point of Contact. 2. In submitting your RFQ you must use the Response Forms provided. 3. You must use the pricing schedule template for your pricing information. 4. Check you have provided all information requested, and in the format and order asked for. 5. Having done the work don’t be late – please ensure you get your RFQ to us before the [Deadline](#Closing_date)! |
| F:\ICONS GMRFx\ICONS dark grey\Icons_Home.png | * 1. **Address for submitting your Quote**   **ALL Quotes MUST BE submitted electronically via email to** [**procurement@marjon.ac.uk**](mailto:procurement@marjon.ac.uk)  **Each email MUST Include the following in the subject box ‘RFQ – for The Supply and Installation of Fire Detection and Alarm System & Interim Maintenance of existing equipment’** |
| F:\ICONS GMRFx\ICONS dark grey\Icons_Key.png | * 1. **Our RFQ Process, Terms and Conditions**  1. Offer Validity Period: In submitting an RFQ the Respondent agrees that their RFQ will remain open for acceptance by Marjon for 90 calendar days from the RFQ Deadline. 2. The RFQ is subject to Plymouth Marjon University Terms and Conditions |
| F:\ICONS GMRFx\ICONS dark grey\Icons_Cut.png | * 1. **Later changes to the RFQ or RFQ process**  1. If, after publishing the RFQ, Marjon need to change anything about the RFQ, or RFQ process, or want to provide suppliers with additional information we will let all suppliers know via email. |

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# SECTION 2: Standard Selection Questionnaire

The Standard Selection Questionnaire below is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

Instructions for Completion

Suppliers are required to complete the Standard Selection Questionnaire below and submit it, together with any requested supporting information, to Marjon by the due date and time for return in accordance with the procedures set out in this document.

Suppliers should follow the instructions outlined below when completing this Standard Selection Questionnaire.

For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.

For answers to Part 3 - If you are the lead organisation bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

Suppliers should answer all questions in full, as accurately and concisely as possible in the same order as the questions are presented. Where a question is not relevant to the Candidate’s organisation, this should be indicated, with an explanation.

The information supplied will be checked for completeness and compliance with the instructions before responses are evaluated. Failure to provide the required information, make a satisfactory response to any question, or supply documentation referred to in responses (e.g. a Non-Canvassing and Non-Collusion certificate (included at the end of this document), and the proofs of financial standing etc), within the specified timescale, may mean that a supplier is not invited to participate further in the procurement process. In the event that none of the responses are deemed satisfactory, Marjon reserves the right to terminate the procurement and where appropriate re-advertise the procurement.

Suppliers must be explicit and comprehensive in their responses to the Standard Selection Questionnaire as this will be the single source of information on which responses will be scored. Suppliers are advised neither to make any assumptions about their past or current supplier relationships with Plymouth Marjon University nor to assume that such prior business relationships will be taken into account in the evaluation procedure.

**Part 1: Potential supplier Information**

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

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| Section 1 | Potential supplier information – **FOR INFORMATION ONLY** | |
| Question number | Question | Response |
| 1.1(a) | Full name of the potential supplier submitting the information |  |
| 1.1(b) – (i) | Registered office address (if applicable) |  |
| 1.1(b) – (ii) | Registered website address (if applicable) |  |
| 1.1(c) | Trading status   1. public limited company 2. limited company 3. limited liability partnership 4. other partnership 5. sole trader 6. third sector 7. other (please specify your trading status) |  |
| 1.1(d) | Date of registration in country of origin |  |
| 1.1(e) | Company registration number (if applicable) |  |
| 1.1(f) | Charity registration number (if applicable) |  |
| 1.1(g) | Head office DUNS number (if applicable) |  |
| 1.1(h) | Registered VAT number |  |
| 1.1(i) - (i) | If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? | Yes ☐  No ☐  N/A ☐ |
| 1.1(i) - (ii) | If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s). |  |
| 1.1(j) - (i) | Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? | Yes ☐  No ☐ |
| 1.1(j) - (ii) | If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this. |  |
| 1.1(k) | Trading name(s) that will be used if successful in this procurement |  |
| 1.1(l) | Relevant classifications (state whether you fall within one of these, and if so which one)   1. Voluntary Community Social Enterprise (VCSE) 2. Sheltered Workshop 3. Public service mutual |  |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME)[[1]](#footnote-1)? | Yes ☐  No ☐ |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate: [[2]](#footnote-2)  - Name;  - Date of birth;  - Nationality;  - Country, state or part of the UK where the PSC usually lives;  - Service address;  - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used);  - Which conditions for being a PSC are met;  - Over 25% up to (and including) 50%,  - More than 50% and less than 75%,  - 75% or more. [[3]](#footnote-3)  (Please enter N/A if not applicable) |  |
| 1.1(o) | Details of immediate parent company:    - Full name of the immediate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |
| 1.1(p) | Details of ultimate parent company:  - Full name of the ultimate 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 note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

Please provide the following information about your approach to this procurement:

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| Section 1 | Bidding model | |
| Question number | Question | Response |
| 1.2(a) - (i) | Are you bidding as the lead contact for a group of economic operators? | Yes ☐  No ☐  If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.  If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3. |
| 1.2(a) - (ii) | Name of group of economic operators (if applicable) |  |
| 1.2(a) - (iii) | Proposed legal structure if the group of economic operators intends to form a named single legal 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(b) - (i) | Are you or, if applicable, the group of economic operators proposing to use sub-contractors? | Yes ☐  No ☐ |
| 1.2(b) - (ii) | If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | Name |  |  |  |  |  | | Registered address |  |  |  |  |  | | Trading status |  |  |  |  |  | | Company registration number |  |  |  |  |  | | Head Office DUNS number (if applicable) |  |  |  |  |  | | Registered VAT number |  |  |  |  |  | | Type of organisation |  |  |  |  |  | | SME (Yes/No) |  |  |  |  |  | | 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 the authority 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.

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| 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: Exclusion Grounds**

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

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| Section 2 | Grounds for mandatory exclusion – **PASS/FAIL** | |
| Question number | Question | Response |
| 2.1(a) | **Regulations 57(1) and (2)**  The detailed grounds for mandatory exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf). | |
|  | Participation in a criminal organisation. | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Corruption. | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Fraud. | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Terrorist offences or offences linked to terrorist activities | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Money laundering or terrorist financing | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Child labour and other forms of trafficking in human beings | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details.  Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,  Identity of who has been convicted  If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. |  |
| 2.2 | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning) | Yes ☐  No ☐ |
| 2.3(a) | **Regulation 57(3)**  Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | Yes ☐  No ☐ |
| 2.3(b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. |  |

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

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| Section 3 | Grounds for discretionary exclusion | |
|  | Question | Response |
| 3.1 | **Regulation 57 (8)**  The detailed grounds for discretionary exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. | |
| 3.1(a) | Breach of environmental obligations? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1 (b) | Breach of social obligations? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1 (c) | Breach of labour law obligations? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(e) | Guilty of grave professional misconduct? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(f) | Entered into agreements with other economic operators aimed at distorting competition? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(g) | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(h) | Been involved in the preparation of the procurement procedure? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(i) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(j)  3.1(j) - (i)  3.1(j) - (ii)  3.1(j) –(iii)  3.1(j)-(iv) | Please answer the following statements  The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.  The organisation has withheld such information.  The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.  The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | Yes ☐  No ☐  If Yes please provide details at 3.2  Yes ☐  No ☐  If Yes please provide details at 3.2  Yes ☐  No ☐  If Yes please provide details at 3.2  Yes ☐  No ☐  If Yes please provide details at 3.2 |

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| 3.2 | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) |  |

**Part 3: Selection Questions**[[4]](#footnote-4)

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| **Section 4** | **Economic and Financial Standing** | | |
|  | Question – **PASS/FAIL** | Response | |
|  | To pass; the individual company must provide all the required information and be an acceptable financial risk for the University based upon the following assessment provided by ‘Credit safe Company Report’ for an estimated contract value of £70,000.00  Economic and Financial Standing  Plymouth Marjon University reserves the right to use the services of an independent third party to assess your financial standing and offer a financial risk-based appraisal.  Within two working days of the closing date for submissions Plymouth Marjon University will undertake a credit check on your organisation which shall yield a score between 0 and 100. This score will be utilised by Marjon to identify the following risk factor posed to it by the organisation.   |  |  |  | | --- | --- | --- | | Score | Definition | Action | | 0-25 | Significant Risk | The organisation may not be suitable to progress with this Request for Quote and will be awarded a **Fail** and therefore eliminated from this process. | | 26-50 | High to Moderate Risk | Further evaluations of the financial information provided is required to identify the level of risk in relation to the services required. | | 51-100 | Low to Very Low Risk | Pass | | |  |
| **4.1** | Are you able to provide a copy of your audited accounts for the last two years, if requested?  If no, can you provide **one** of the following: answer with Y/N in the relevant box. | | Yes ☐  No ☐ |
| (a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation. | | Yes ☐  No ☐ |
| (b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. | | Yes ☐  No ☐ |
|  | (c) Alternative means of demonstrating financial status if any of the above are 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). | | Yes ☐  No ☐ |
| **4.2** | Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out. | | Yes ☐  No ☐ |

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| **Section 5** | **If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:** | | |
| **Name of organisation** | |  | |
| **Relationship to the Supplier completing these questions** | |  | |
| **5.1** | Are you able to provide parent company accounts if requested to at a later stage? | | Yes ☐  No ☐ |
| **5.2** | If yes, would the parent company be willing to provide a guarantee if necessary? | | Yes ☐  No ☐ |
| **5.3** | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)? | | Yes ☐  No ☐ |

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| **Section 6** | **Technical and Professional Ability – Information Only** |
| **6.1** | **Relevant experience and contract examples**  Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.  The named contact 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 (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).  Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.  If you cannot provide examples see question 6.3 |

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|  | **Contract 1** | **Contract 2** | **Contract 3** |
| **Name of customer organisation** |  |  |  |
| **Point of contact in the organisation** |  |  |  |
| **Position in the organisation** |  |  |  |
| **E-mail address** |  |  |  |
| **Description of contract** |  |  |  |
| **Contract Start date** |  |  |  |
| **Contract completion date** |  |  |  |
| **Estimated contract value** |  |  |  |

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| **6.2** | Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)  Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries) |
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| **6.3** | If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract. |
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| **Section 7** | **Modern Slavery Act 2015:** **Requirements under Modern Slavery Act 2015** | |
| **7.1** | Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? | Yes ☐  N/A ☐ |
| **7.2** | If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? | Yes ☐  Please provide the relevant url …  No ☐  Please provide an explanation |

**8. 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 contract award stage.

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| **Section 8** | **Additional Questions** |
| **8.1** | **Insurance – PASS/FAIL** |
| a. | Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:  Y/N  Employer’s (Compulsory) Liability Insurance = £10m  Public Liability Insurance = £5m Professional Indemnity Insurance = £2m  Product Liability Insurance = £2m  \*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. |

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| **Section 9** | **Additional Questions** | |
| **9.1** | **Health and Safety** | |
| 9.1.1. **Information Only** | Do you hold any formal Health and Safety accreditation(s) and certifications for example ‘The Contractors Health and Safety Assessment Scheme (CHAS) or Safety Schemes in Procurement (SSIP) | \*Yes ☐  No ☐ |
|  | \*If yes please provide details (please note that Marjon will require copy certificates from the successful supplier). | |
| 9.1.2. **Information Only** | Do you hold any formal Fire and Safety specific memberships and or accreditations etc., for example BAFE, The Institute Of Fire Safety Managers, The Fire Industry Associated etc., | \*Yes ☐  No ☐ |
|  | \*If yes please provide details (please note that Marjon will require details of any memberships/accreditations from the successful supplier). | |
| 9.1.3  **PASS/FAIL** | Do you have a policy or in less than 5 employees a statement for the management of Health and Safety? | \*Yes ☐  No ☐ |
|  | \*If yes, please note that Marjon will require a copy of the Health and Safety Policy/Statement from the successful supplier). | |
| 9.1.4 **Information Only** | Do you have measures that are effective in reducing and preventing health and safety incidents, occupational ill-health and accidents? | Yes ☐  No ☐ |
| 9.1.5 **Information Only** | Do you provide suitable health and safety training and information to their staff and workforce? | Yes ☐  No ☐ |
| 9.1.6 **Information Only** | Do your staff and proposed workforce allocated to Marjon have Health and Safety or other relevant qualifications and experience sufficient to implement and adhere to your Health and Safety policy/Statement | Yes ☐  No ☐ |
| 9.1.7 **Information Only** | Do you have both proactive and ongoing systems for monitoring health and safety procedures and updating the policy and arrangements as necessary? | Yes ☐  No ☐ |
| 9.1.8 **Information Only** | Do you have a mechanism/procedure in place as a means of consulting with your staff and workforce on health and safety matter and show how staff and workforce comments, including complaints are taken into account? | Yes ☐  No ☐ |
| 9.1.9 **Information Only** | Please provide below the accident rates of ALL RIDDOR reportable events for the last three years. Please also include (if applicable) what systems and procedures have been updated as a result of these incidents? | |
|  | |

# SECTION 3: Our Requirements for

1. **The Supply and Installation of Fire Detection and Alarm system at The Village, which comprises of 38 student residencies numbered 1-38.**

Please refer to the 3 embedded documents below, which are the accompanying Fire Risk Assessments for The Village.

 

Marjon have been provided with the following high-level information of what is required to ensure these residencies have both suitable and compliant Fire Detection and Alarm Systems.

Should you, upon reviewing the embedded risk assessments above and/or during the site visit believe that the following is not suitable and or compliant approach. Please highlight this to us as part of your response.

*It has been identified that - The acceptable/appropriate Fire Alarm Category for these works is L2/M – analogue addressable equipment; as defined by BS5839 Fire Alarm System Category Guide*

Question: -

Does your organisation agree that this is a suitable and compliant category for these works?

\*Yes/No

*\*Please delete as appropriate*

If no please explain

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*It has been identified that - Manually operated call points conforming to BSEN54 Part 11: are sited at a minimum height of 1.4m above the floor and are to be located at all lodges 1-38 leading to the outside:*

Question: -

Does your organisation agree that this is suitable and compliant for these works?

\*Yes/No

*\*Please delete as appropriate*

If no please explain

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*It has been identified that - At the Front Doors Smoke sensitive detectors conforming to EN54 - 7:2000 are sited not less than 25mm and not more than 600mm below the ceiling or roof located:*

*1. All Lounges 1-38*

*2. All Hallways 1 -38*

*3. All Landings 1-38*

Question: -

Does your organisation agree that this is suitable and compliant for these works?

\*Yes/No

*\*Please delete as appropriate*

If no please explain

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*It has been identified that - Heat sensitive detectors conforming to EN54 - 7:2000 are sited not less than 25mm and not more than 150mm below the ceiling or roof located:*

*1. All Kitchens 1-38*

*2. All Bedrooms 1-38*

Question: -

Does your organisation agree that this is suitable and compliant for these works?

\*Yes/No

*\*Please delete as appropriate*

If no please explain

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*It has been identified that - Fire alarm sounders Conforming to BSEN54: Pt 3 giving a minimum sound level of either 65dba or 5dba above any background noise likely to persist for a period longer than 3 seconds to be located:*

*1. All Lounges 1-38*

*2. All Bedrooms 1-38*

(Please note Marjon have been advised that this is an ‘adequate’ number of sounders; however, Marjon will require the supplier, (upon completion) to perform a sound test, in recognition of changes to the property acoustics after fittings and furniture are installed. Should this test identify areas where additional sounders are required, please explain below how Marjon will be notified of this together with any charges/costs required to rectify these issues).

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Question: -

Does your organisation agree that this is suitable and compliant for these works?

\*Yes/No

*\*Please delete as appropriate*

If no please explain

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*It has been identified that - VAD (Visual and Audible Device) are installed to produce both an audible and visible indication of an alarm and that these will be fitted and located in ALL Bathrooms (1-38).*

Question: -

Does your organisation agree that this is suitable and compliant for these works?

\*Yes/No

*\*Please delete as appropriate*

If no please explain

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*It has been identified that – The Control Panel is to be in a waterproof lockable box with a viewing panel on the outside of one of the middle blocks. The panel is to conform to BSEN54 Part 2.*

Question: -

Does your organisation agree that this is suitable and compliant for these works?

\*Yes/No

*\*Please delete as appropriate*

If no please explain

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Tenderers are asked to provide us with their expertise on standby period(s) and system faults; and whether these are reliant upon individual reviews of the control panels – or whether an automated alert is created.

The Cause & Effect

* On full activation of the system in one lodge the sounders will evacuate the whole lodge
* If not deactivated in five minutes the system will activate the sounders in the neighbouring lodges (i.e. attached next door)
* If activation of more than one detector in more than one lodge at the same time all sounders to activate
* A wall mounted zone chart will be provided adjacent to the fire alarm control panel. It is the customer’s responsibility to test the Fire Alarm on a weekly basis and to record all activity on the system in the Site Log Book.
* All products selected by the supplier must be branded and represent open scalable technology, underwritten by the manufacturer(s) and the supplier.
* These proposals/quotations are based on the understanding that a clean and continuous 230AC supply in the form of a double poled isolation switch, will be made freely available at all necessary points by the client’s electrician complete with certification validating the installation.

Surface mounted cables:

Marjon have been advised that the surface mounted cabling will be hidden where possible. The cable will be high grade fire resistant cable installed using metal clips and metal cable ties as per BAFE standards.

Communication

This system has been designed to be standalone; however, Marjon have been advised that it can be connected to the main site system via a dedicated network connection (cable) from the village to the panel in East Block.

Please provide an explanation/details below of how your proposal and works will support – The Cause and Effect, Surface Mounted Cables and Communication aspects of these works/project? (Weighting 10%)

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1. **The Maintenance and Servicing of our existing fire equipment and alarm systems (interim arrangements approximately 6 months)**

Please refer to the embedded document below for site and asset information



Plymouth Marjon University require a Maintenance and Support service for all the assets included in the embedded spreadsheet.

Our minimum requirements will include but are not limited to: -

**Inspection and Services Visits**

Marjon require the inspection and service of all our portable fire equipment, ensuring that such equipment is appropriately maintained in accordance with the manufacturer’s instructions and conforms to current regulatory standards for example BS5306:2000 and BS 6643.

In the event that faults and or deficiencies in the equipment are identified by either the supplier or Marjon. The Supplier shall take appropriate action to remedy the faults.

All equipment required for the purpose of inspecting and maintenance shall be provided and therefore the responsibility of the supplier – for example calibration and testing of equipment where applicable.

**Frequency and Notice of Service Visits**

The supplier shall undertake a review and inspection of Marjon in its entirety, within the first month of the contract and provide Marjon with a report on the condition of the equipment.

This is turn will lead to the creation of a bespoke routine for inspections and repairs.

The supplier will be required to work with staff at Marjon to identify and agree proposed dates for visits. If Marjon needs to change a visit e.g. due to student examinations, this will be communicated offering at least 3 weeks’ notice.

Should the supplier need to make changes to the proposed dates, Marjon requires at least two weeks’ notice together with details of the new/alternate dates.

**Replacement of Equipment**

Where new equipment is required; the supplier must seek written authorisation and agreement from Marjon.

All equipment supplied and installed must be in accordance with relevant and required legislation, for example BS5306-3:2009; BS5306-0:2011; BS EN 1869:1997; BS7944:1999; BS EN 671 and any other related British Standards and manufacturer instructions.

Should equipment need to be wall mounted, the supplier must ensure that the brackets and fixings used including screw are of an adequate length to attain a rigid and secure adhesion to the wall. The supplier shall be fully qualified to carry out such work and have the necessary equipment to detect hidden cables and pipe work etc.,

The contractor will check and ascertain procedures from Marjon concerning Asbestos safety. Before drilling or fitting screws into walls can take place.

**Asset Labelling**

ALL portable fire equipment shall be labelled by the supplier; the label shall include the date on installation, inspection details both current and due, together with details of a discharge test.

**Service Reports and Management Information**

Marjon require the supplier to complete and provide us with a written service reports on all items;

The written Service report shall advise Marjon of: -

* 1. any equipment that has been condemned, not maintained and/or are missing;
  2. any permanent replacements required;
  3. the type of equipment serviced, its condition at the point of the service and any deficiencies;
  4. all repairs and or adjustments made;
  5. any equipment required to meet regulatory requirements;

These reports will need to be formally signed off by Marjon as a true and accurate record of the works completed etc.,

The supplier is asked to provide Marjon with a report of any equipment that is nearing end of its expected life with a proposal on the replacement(s) etc.,

Please note the preference is for this information to be made available electronically.

**Issue of Formal Certification**

The supplier is required to provide Marjon with copies of all necessary and associated certifications.

In addition Marjon require the supplier to provide us with Fire Zone diagrams for the Main Campus and associated building.

Please provide an explanation/details below of how you will support and deliver **The Maintenance and Servicing of our existing fire equipment and alarm systems** – (Weighting 20%)

|  |
| --- |
|  |

***Important: - Please ensure that your responses to each of the questions below, are structured and presented in a conducive manner that addresses and responds to the salient points of each requirement.***

|  |  |  |
| --- | --- | --- |
| **Quality Commitment Question** | **Quality Commitment Question** | **Weighting** |
| **1** | **Contract Delivery: -**  Plymouth Marjon University requires the supplier to provide a statement confirming the responsibilities, experiences and technical ability to deliver the contract by your proposed team, (including site and off-site personal, back office teams and management support). That fully demonstrates your procedures for interfacing with the Universities key stakeholders.  Suppliers attention is particularly drawn to the following key attributes: -   * Establishing and developing a working partnership with Marjon; * Managing the successful delivery of all services within the scope of this specification; * Ensuring attainment of customer satisfaction; * Development of reports; * Seeking and developing with Marjon opportunities for cost savings, innovation, including environmental and sustainability options. * Liaising with the site-based maintenance staff, sub-contractors and other site based operational departments to ensuring good communications. * Attending liaison/contract review meetings with Marjon. * Make recommendations for improving the services and the way the building is managed; * Ensure that all operatives who may work on the University premises have had their induction training and are fully aware of the all the buildings and the critical systems and services within those buildings, this is to include but not limited to emergency points of isolation and items of plant that may need resetting following a power outage.   **Please note:-**  **Page Limit: Statement – Two sides of A4** | **20%** |
| **2** | **Programme: -** Plymouth Marjon University requires the supplier to provide an acceptable (practicable, realistic and comply with the works information and regulations as required). Detailed programme of works aligned to fit with the dates provided for completing The Village works. Supplier’s attention is particularly drawn to ensure the inclusion of float and time risk allowances and align these to programme milestones, critical path and mobilisation.  **Please note:-**  **Page Limit: Statement – Two sides of A4** | **10%** |
| **3.** | **Environmental impact: -** Plymouth Marjon University requires the supplier to explain how your environmental procedures & accreditations will benefit this project including reduction of waste to landfill (e.g. the disposal existing fire extinguishers, compared to the ability to re-fill).  **Please note: - Page Limit: Statement – One side of A4**  **Sustainability: -** Plymouth Marjon University requires the supplier to explain your approach to sustainability in relation to this project including local employment, local supply chains and the efficiency of the equipment being provided.  **Please note:- Page Limit: Statement – One side of A4** | **10%** |

* 1. **Contract term**

We anticipate that the Contract will commence in May 2019. The anticipated Contract term is 6 months

* 1. **Key outcomes**

The following are the key outcomes that are to be delivered for The Village works:

|  |  |
| --- | --- |
| **Description** | **Indicative date** |
| Contract Award | Week commencing 20th May 2019 |
| Onboarding Meeting | Week commencing 27th May 2019 |
| The Village – site survey | 6th June 2019 |
| The Village – Works Commence | Week commencing 10th June 2019 |
| The Village – Works Completed (including testing) | No later than 9th August 2019 |
| The Village – Works handed over including snagging report and signed off by Marjon | No later than 16th August 2019 |

The following are the key outcomes that are to be delivered for The Maintenance and Servicing:

|  |  |
| --- | --- |
| **Description** | **Indicative date** |
| Contract Award | Week commencing 20th May 2019 |
| Onboarding Meeting | Week Commencing 27th May 2019 |
| Whole Site Equipment Review | 7th June 2019 |
| Findings and Results Shared with Marjon | Week Commencing 10th June 2019 |
| Routine Inspection and Service timetable agreed | 21st June 2019 |

# SECTION 4: Our Evaluation Approach

**Evaluation and Award Criteria**

**Introduction**

The award criteria consist of three stages. The first part consists of an examination of the supplier’s tender package.

**Stage 1**

The supplier’s RFQ pack will be examined to ensure it is compliant. If a supplier’s RFQ is found to contain parts that are non-compliant the supplier will be given the opportunity to withdraw the non-compliant parts within a one working day. Any supplier who refuses to withdraw a non-complaint RFQ will be excluded from the rest of the assessment process.

If there are any arithmetical errors they will be resolved as by allowing the tenderer to stand with the figure placed on the ‘Form of Tender’ and adjust all the individual rates within the pricing document by an equal percentage to ensure the revised total for all the individual rates equal the figure on the ‘Form of Tender’ or alter the figure on the ‘Form of Tender’ to equal the total of all the individual rates contained within the pricing document

**Stage 2 – Supplier Suitability Questionnaire**

The Supplier Selection Questionnaire (self-declaration), made by you (the potential supplier), that you do not meet any of the grounds for exclusion2. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusion’s grounds. Consequently, we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example, these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

Please note, tenderers failing any element of the PASS/FAIL aspects of the Supplier Suitability Questionnaire may be excluded from the rest of the assessment process.

All suppliers must achieve the minimum technical and financial criteria to be considered for the third stage of the evaluation process.

**Stage 3 – Technical/Quality and Commercial/Pricing Schedule**

Only RFQ submissions from Tenderer’s who pass the Supplier Suitability Questionnaire will be evaluated. The following therefore relates to the actual Award Criteria in respect of how RFQ’s are evaluated.

## Tender Award Criteria

The Contract awarded as a result of this procurement will be awarded on the basis of the offer that is the most economically advantageous to Marjon.

The Award Criteria is: - 30% Commercial /Price and 70% Technical/Quality

## Quality Evaluation

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

## Quality Evaluation & Moderation Matrix Example: -

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Quality Question(s) | Weighting % | Max Score | ABC Supply Chain – Score (out of 5) | Suppliers Weighted Score |
| Q 1 xxx xxx | 10 | 10 | 5 | 5% |

## Interview/Presentations – Not Applicable to this tender

## Pricing Schedule/Commercials

The Pricing Schedule/Commercial Document contains the details and requirements relating to the price element of this RFQ. This may include, but is not limited to, the inclusion of specific instructions, documents, templates, pricing structures, etc., for the supplier(s) to return as part of their RFQ submission.

The supplier(s) prices will be scored on a comparative basis.

Example:-

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Supplier Name | Total Project Cost/Value £ | Difference £ | Weighting 40% | Ranking |
| Supplier A | £50000.00 | 0 | 40% | 1st |
| Supplier B | £65000.00 | £15,000.00 | 30.77% | 2nd |
| Supplier C | £68000.00 | £18,000.00 | 29.41% | 3rd |

**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. Pricing/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.

# SECTION 5: Pricing information

* 1. **Pricing information to be provided by respondents**

Please complete and return the embedded document below: -



|  |
| --- |
| SECTION 6: RFQ Process, Terms and Conditions |

|  |
| --- |
| **Standard RFQ process**  It is the intention of Marjon that this procurement will follow a clear, structured and transparent process always and that all Supplier(s) will be subject to treaty principles; recognising that the estimated value of the required (see below) does not exceed the current E.U. threshold of £140,000.00 that invoke the full application of The Public Contracts Regulations 2015.  **Value of the Contract**  The estimated value of the Contract is £140,000.00 to complete The Village works and provide Marjon with an interim Maintenance and Servicing agreement of our current fire systems and assets. Please note that details of potential expenditure are given in good faith as a guide to assist Supplier(s) in submitting their RFQ’s. Any estimated value is not an undertaking on behalf of Marjon to purchase the goods and services to this or any other particular value and shall not create a binding obligation unless specifically stated within the Contract    **Clarifications**    Any enquiries or requests for clarification of any matter relating to this Request for Quotation (RFQ) or its contents must be made in writing via the point of contact: [procurement@marjon.ac.uk](mailto:procurement@marjon.ac.uk). Clarifications should be clearly identified by starting the clarification question with “CLARIFICATION:”  Marjon will endeavour, so far as is practicable, to respond to all clarifications as soon as possible. Please note responses to any clarifications will only be sent to the contact details provided to Marjon via the point of contact.  Marjon are not obliged to respond to any clarification and does not accept liability or responsibility for failure to provide any information requested.  Should a Supplier(s) consider that a clarification and / or its response relates to a confidential matter, it must mark the clarification as "confidential". If Marjon is of the opinion that it would be inappropriate to answer the clarification on a confidential basis it will notify the Supplier(s) and require the Supplier(s) 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 Supplier(s) does not withdraw the clarification or raise any objection within the specified period, or if Marjon is of the opinion that the clarification is not confidential, Marjon may issue the clarification response to all the Supplier(s).  In the event that the terms of the Contract render the proposals in a Supplier's RFQ unworkable, the Supplier(s) should submit a clarification prior to the submission of the RFQ, and Marjon will consider in its absolute discretion whether any amendment to the Contract is required. Any amendments which are proposed, but not approved by Marjon through this process, will not be accepted and may be construed as a rejection of the terms leading to the disqualification of the submission.  **Late Return of RFQ**  Any RFQ received after the Return Date will not usually be considered and or accepted. Marjon may, however, in its own absolute discretion extend the Return Date and, in such circumstances, notify all Suppliers of any such extension. It is the Supplier’s responsibility to ensure that their RFQ is received in accordance with the deadline for receipt of RFQs.    **Contract Award**  Entering into the Contract is subject to the formal approval process of Marjon. 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 entered.  Once Marjon has reached a decision in respect of a contract award, it will notify all Suppliers in writing of that decision.  **Debrief**  Supplier Selection Criteria: those Suppliers who are unsuccessful at Selection Stage will be notified in writing and debriefed as to the reasons – unsuccessful Supplier(s) at Selection Stage will not have the remainder of their RFQs evaluated.  For those Suppliers who pass the Selection Stage but are unsuccessful after evaluation of their Award Criteria, notification of the Contract Award decision will be issued in writing informing the economic operator of the identity and relative advantages and characteristics of the successful Supplier(s).  **Variant Bids**  Where Variant Bids are being accepted; This will be clearly identified in the contract advert    **Conditions of Contract/Terms and Conditions**  By submitting an RFQ, Suppliers are agreeing to be bound by the Conditions of Contract/Terms and Conditions of this RFQ and the Form of Contract without further negotiation or amendment. MARJON CANNOT NEGOTIATE WITH ANY SUPPLIER(S) ABOUT THE TERMS AND CONDITIONS OF THE CONTRACT.    **Marjon Rights**  Marjon reserves the right to:  Seek clarifications or additional documents in respect of any Suppliers submission.  Disqualify any Supplier(s) that does not submit a compliant RFQ in accordance with the instructions in this RFQ or submits an RFQ that is vague or incomplete. Evasive, unclear or hedged RFQs may be discounted in evaluation and may, at the discretion of Marjon, be taken as a rejection by the Supplier(s) of the terms set out in this RFQ.  Disqualify any Supplier(s) in accordance with Regulation 57 (Exclusion Grounds; Mandatory Exclusions) of the Regulations.  Withdraw this RFQ at any time, or to re-invite RFQs on the same or any alternative basis.  Choose not to award any Contract / Framework Agreement as a result 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 RFQ shall be without prejudice to any other civil remedies available to Marjon or any criminal liability which such conduct by a Supplier(s) may attract.    **Supplier(s) Conduct**  By submission of an RFQ, the Supplier(s) warrants that:  The prices in the RFQ 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 RFQ 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 Supplier(s) to induce any other person or firm to submit or not to submit an RFQ for the purpose of restricting competition.  Suppliers are reminded of their obligations as set out in this document, relating to their conduct, specifically deliberately unclear RFQs, price fixing, influencing the decision, contacting other Suppliers or linked suppliers, and other undesirable practices.    **Conflicts of Interest**  Suppliers are responsible for ensuring that no conflicts of interest exist between the Supplier(s) and its advisers, and/or Marjon. Any Supplier(s) who fails to comply with this requirement may be disqualified from the procurement at the discretion of Marjon. Furthermore, there is a duty on the Supplier(s) to notify Marjon of any such conflict.    **Warranties and Disclaimers**  While the information contained in this RFQ is believed to be correct at the time of issue, Suppliers should not rely on this information and should carry out their own due diligence checks and verify the accuracy of the information.  Neither Marjon, 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 RFQ  This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of Marjon. Marjon does not accept any responsibility for any pre-contractual representations made by it or on its behalf.  If a Supplier(s) proposes to enter into the Contract / Framework Agreement with Marjon, it must rely on its own enquiries on the Conditions of Contract/Terms and Conditions set out in the Contract / Framework Agreement.  Neither the issue of this RFQ, nor any of the information presented in it, should be regarded as a commitment or representation on the part of Marjon (or any other person) to enter into a contractual arrangement. Marjon has not made and is not making any contract, agreement or warranty that a Contract / Framework Agreement will be offered through the issue of this RFQ.  **Supplier’s Warranties**  In submitting the RFQ the Supplier(s) warrants and represents and undertakes to Marjon that:  It has not performed any of the acts or matters referred to in Regulation 57 of the Regulations and has complied in all respects with this RFQ.  All information, representations and other matters of fact communicated (whether in writing or otherwise) to Marjon by the Supplier(s) or its employees, officers, agents or advisers, in connection with or arising out of the RFQ, 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 RFQ.  It has full power and authority to enter into the Contract / Framework Agreement and provide the Goods / Works / Services and will if requested produce evidence of such to Marjon.  It is of sound financial standing and the Supplier(s) 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 Supplier(s) submitted to Marjon) which may adversely affect such financial standing in the future.  The Supplier(s) shall indemnify, and keep indemnified, Marjon against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Supplier(s) of any of its obligations in this RFQ.  **Costs Incurred**  Marjon will not be liable for any bid costs, expenditure, work or effort incurred by a Supplier(s) 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 Marjon.  **Language of RFQ**  The RFQ and all accompanying documents are to be in English.  **Validity Period of RFQ**  All details of the RFQ, including prices and rates, are to remain valid for acceptance for 90 days following the Date of RFQ, as per the condition within the Form of RFQ.  **Currency of RFQ**  RFQ prices shall be in sterling.    **TUPE**  It is the responsibility of the Supplier(s) 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 RFQ exercise and to act accordingly. Supplier(s) should therefore take their own advice and make their own enquiries regarding the likelihood of TUPE applying.  If Marjon has chosen to share any TUPE information as part of the RFQ this will be contained in the Specification.  **Confidentiality and Freedom of Information Act (FOIA)**  This RFQ is made available on condition that its contents (including the fact that the Supplier(s) has received this RFQ) is kept confidential by the Supplier(s) and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Supplier(s) to submit an RFQ.  It is the responsibility of Marjon to publish details of all contracts it now places. Supplier(s) acknowledge that Marjon is obliged to disclose the provisions of any resulting Contract / Framework Agreement. This does not apply to any information which is exempt from disclosure in accordance with FOIA principles.  In determining whether any information is exempt, Marjon shall seek to consult with the Contractor and shall take its reasonable concerns into consideration, provided that Marjon shall have the final decision in its absolute discretion.  The Contractor shall co-operate and assist Marjon to publish in accordance with our obligation.    **Publicity**  Suppliers 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 RFQ process or resulting contract, other than with the prior written consent of Marjon. 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  Marjon recognises that a Supplier(s) 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 Supplier(s) which is a consortium will be required to form a legal entity prior to any award of a Contract /appointment to a Framework Agreement. Suitable security for guaranteeing the obligations of the legal entity and the delivery of the works or services under the Contract / Framework Agreement 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 Marjon.  For Suppliers who are Lead Contractors and sub-contractors, the Lead Contractor will be required to enter into the Contract / Framework Agreement and take all legal responsibility for the obligations under that Contract / Framework Agreement. All RFQs will be evaluated as a whole in accordance with this document and the details contained within this RFQ.  All correspondence in relation to this procurement will be sent to the registered email address associated with the Supplier(s).  **Law**  The laws of England and Wales will apply to this RFQ and the procurement generally.    **Form of Parent Company Guarantee**  Where appropriate and Marjon deems it 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 Marjon deems it 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.  ***Instructions for RFQ Return***  You must return all documentation required by this RFQ by the Return Date via Marjon point of contact [procurement@marjon.ac.uk](mailto:procurement@marjon.ac.uk)    Marjon accepts no responsibility for any misunderstanding of these instructions.  The University will only accept documents for RFQ submitted via the point of contact [procurement@marjon.ac.uk](mailto:procurement@marjon.ac.uk) – i.e. received electronically.  The RFQ lodged electronically is deemed for all purposes to be the true and legal version, in writing, duly authorised and duly executed by the Supplier(s) and intended to have binding legal effect. Electronic signatures are unnecessary due to the security built into the system.  If the electronic files containing the RFQ are corrupt, contain a virus or are unreadable for any reason, the RFQ will not be considered.  Immediately prior to submitting an RFQ electronically the Supplier(s) must check the electronic files making up the RFQ for viruses using fully current virus checking software and must remove all viruses from the files.  Suppliers acknowledge and accept the following in respect of electronically transmitted RFQs:  Lodgement of large electronic files may take time and as such they must allow sufficient time to fully transmit all files prior to the closing time;  The University shall not be liable or responsible for the loss, damage, destruction or corruption of any RFQ, however caused;  The University may not discover any corruption or unreadable files submitted via the point of contact until after the RFQ closing time;  Faults in the Supplier’s system are not the responsibility of the University and no extension to the closing time will be made;  The Supplier(s) is solely responsible for submitting their RFQ by the closing date.  The Supplier(s) accepts the University will not accept any claim by any Supplier(s) that they could not access or had problems accessing the University’s system. The Suppliers need to note that during busy periods system may appear to run slowly and you must allow yourself sufficient time to submit your RFQ, as much as up to 24 hours before the closing date.  The Supplier(s) will ensure when returning the completed RFQ that the size of the document does not exceed 10MB and is not contained within a ‘ZIP FILE’. Any document, which exceeds this ‘download’ limit and the University is unable to open, the University may reject the Supplier(s)’s information.  Also, the minimum font size throughout the returned document will be size 11 or larger except where the client has used a smaller font size, i.e. Excel spreadsheets.  Supplier(s)’s return RFQ should preferably be in Microsoft ‘Word’ & University is unable to open the form; the University may reject the Supplier(s) information.  **Changes**  After return of the RFQ the Supplier(s) must inform Marjon of any changes. Marjon reserves the right to disqualify any Supplier(s) that fails to undertake this task.  Marjon reserves the right to accept changes proposed by any Supplier(s) to the composition of their Supplier(s) 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 Supplier's ability to deliver the Contract / Framework Agreement requirements, providing always that such change is notified and takes effect prior to the Contract / Framework Agreement being executed.    **Missing and Omitted Materials in an RFQ**  Where it appears that there is an error in the information submitted within the RFQ, including missing or omitted material, the relevant supplier(s) shall be made aware of the apparent error.  The supplier(s) 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 supplier(s) 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 RFQs**  Unless Marjon has expressly stated to the contrary, each Supplier(s) must submit only one RFQ in respect of this RFQ.  Each RFQ must be a standalone bid and not be dependent on any other bid or any other factors external to the RFQ itself. Each RFQ must be capable of being accepted by Marjon in its own right.  The following requirements must be adhered to when submitting RFQs:  Supplier(s) should submit only such information as is necessary to respond effectively to this RFQ.  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 Supplier(s)'s specific response to a question in this RFQ and only then to the extent that information is considered relevant by Marjon.  The RFQ must be in English and drafted in accordance with the drafting guidance set out in this RFQ.  The RFQ must be clear, concise and complete. Marjon reserves the right to mark a Supplier(s) down or exclude them from the procurement if its RFQ contains any ambiguities or lacks clarity.  Terms and Conditions  Please refer to the embedded document below for details on the Terms and Conditions;  By submitting an RFQ, Suppliers are agreeing to be bound by the Conditions of Contract/Terms and Conditions of this RFQ and the Form of Contract without further negotiation or amendment. MARJON CANNOT NEGOTIATE WITH ANY SUPPLIER(S) ABOUT THE TERMS AND CONDITIONS OF THE CONTRACT.    THE FORM OF TENDER  The prices to be inserted in the Contract shall be those shown in embedded Pricing document  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) ………………………………………………….  ADDITIONAL INFORMATION REQUIRED BY THE 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. ………………………………………..  CONTRACT TERMS & CONDITIONS  This Contract shall be made under the terms and conditions as embedded above – Terms and Conditions  \*I/we agree to the terms and conditions outlined above - 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  CERTIFICATE AS TO NON-CANVASSING  To be completed and returned by the tender  Title: The Supply and Installation of Fire Detection and Alarm System – conforming to British Standard BS 5839 PART 6:2013(British Standard Specifications for Fire Alarm systems in Domestic Buildings) & associated maintenance  &  An interim period (approximately 6 months) undertake the maintenance of our existing portable fire extinguishers (in accordance with BS 5306-3:2017) and alarm systems  Plymouth Marjon University are seeking to appoint a contractor to discharge the works being awarded for  To PLYMOUTH MARJON UNIVERSITY ("the University")  \*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  NON-COLLUSIVE CERTIFICATE  Title: The Supply and Installation of Fire Detection and Alarm System – conforming to British Standard BS 5839 PART 6:2013(British Standard Specifications for Fire Alarm systems in Domestic Buildings) & associated maintenance  &  An interim period (approximately 6 months) undertake the maintenance of our existing portable fire extinguishers (in accordance with BS 5306-3:2017) and alarm systems  To be completed and returned by the applicant  \*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 |
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1. See EU definition of SME <https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en> [↑](#footnote-ref-1)
2. UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance](https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships). [↑](#footnote-ref-2)
3. Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award. [↑](#footnote-ref-3)
4. [See Action Note 8/16 Updated Standard Selection Questionnaire](https://www.gov.uk/government/collections/procurement-policy-notes) [↑](#footnote-ref-4)