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**Request for Tender (RFT)**

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| --- |
| Contract Title: Supply, installation and commissioning of holding tank |
| Contract Reference:  | BUS003\_0095 |
| Pellows Representative and Authorised Recipient for this Project: | Joanne Martin |
| Email Address for Tender Return:  | jo@pellows.co.uk |

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# **PART 1(a) - REQUIREMENTS**

# **INSTRUCTIONS FOR SUBMITTING TENDERS**

1. You are invited to submit a Tender for the design, build, installation and commissioning of a holding tank (the Goods and Services) as detailed in this RFT and accompanying specification.
2. This project is funded by Cornwall and Isles of Scilly UK Shared Prosperity Fund

[Home - Shared Prosperity Fund (ciosgoodgrowth.com)](https://ciosgoodgrowth.com/)

1. It is the responsibility of the Tender supplier to obtain for themselves, at their own expense, all information necessary for the preparation of their Tender.
2. No Tender shall be considered unless it is submitted in accordance with the requirements described in these instructions and no Tender received after the closing date shall be accepted or considered.
3. Tender suppliers’ responses and information MUST be submitted as part of the Tender response. Failure to provide such information may result in the submission being rejected.
4. Pellows may at its own absolute discretion extend the closing date and time specified for the receipt of Tenders or invite variations to the terms of the contract.
5. **Suppliers are asked to demonstrate that the Goods and Services offered comply fully with the requirements of this document. This will be evaluated on a Pass / Fail basis.
Only suppliers which pass this quality will have their price evaluated for consideration.** **Pellows will then evaluate this Tender based on the lowest price.**
6. Note that all pricing will be fixed for the duration of the agreement. No costs, other than those included in this response will be allowed.
7. All prices shall in all cases be exclusive of VAT, which will be applied in accordance with legislation. Discounts, trade allowances of any kind must be shown separately.
8. The Pellows does not bind itself to accept the lowest or any Tender.
9. Suppliers should be aware that, should they be awarded a Contract, the content of the Contract may be published by the Pellows to the general public in line with transparency requirements.
10. Before publishing any information, the Pellows will consult with the supplier on any potential exemptions that may be applicable. The Supplier should note that the final decision on what information is published will rest will the Pellows.**KEY INFORMATION AND INDICATIVE TIMETABLE:**

|  |
| --- |
| **Authorised Recipient for this Project** |
| **Email Address for Tender Return:** | jo@pellows.co.uk |
| **Budget Range (excluding VAT) for purchase, install and the maintenance for 5 years.** | Max £75,000 excl VAT |

|  |  |
| --- | --- |
| **Stages following Tender submission** | **Date** |
| Tender issue date: | 21/08/2024 |
| Site visit (by request): |  |
| Final date for clarifications to be sent to Pellows:  | 09/09/2024 |
| Date/Time for Tender Return @17:00 hrs: | 20/09/2024 |
| Evaluation period | 23/09/2024 |
| Anticipated award date | 27/09/2024 |
| Contract Commencement Date  | 01/10/2024 |
| Contract Expiry Date  | 30/01/2025 |

# **SPECIFICATION**

Please make reference to accompanying document titled “Specification – Holding Tank: Reference BUS003\_0095”

# **SUPPORTING DOCUMENTS**

* Location Plan

# **TENDER FORMAT**

1. The Supplier shall provide a cost breakdown in accordance with this Tender, to include:
	1. Design costs.
	2. Supply and delivery (including transportation) to client site (Carnon Valley Garage Carnon Gate, Truro TR3 6LG).
	3. Installation costs.
	4. Commissioning, including testing and training.
2. Tenders shall be open for acceptance for 90 days from the date it is received by the client.
3. Any additional information which is necessary to support your Tender should be uploaded as part of your submission and cross-referenced in the main body of your Tender.

# **CONTRACT**

1. The project shall be delivered under the Supply of Goods-Agreement-Manufacture contract (see Appendix A).

# **CLARIFICATIONS**

1. Any enquiries or requests for clarification of any matter relating to this Invitation to Tender (RFT) or its contents must be made in writing via the above email address. Clarifications should be clearly identified by the email subject line of the RFT and marked “CLARIFICATION”.
2. Clarification enquiries and responses will be communicated to all potential bidders.
3. **Important –** **Clarification responses will be uploaded onto the Contracts Finder portal as necessary. Tenderers must check the portal regularly to view the clarification register for responses to their Clarification Questions.**
4. If it is considered that a clarification and/ or its response relates to confidential matters, it must mark the clarification as "confidential". If Pellows believes it would be inappropriate to answer the clarification on a confidential basis it will notify the Supplier and require them 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.
5. If the Supplier does not withdraw the clarification or raise any objection within the specified period, or if Pellows believes the clarification is not confidential, Pellows may issue the clarification response to all the potential bidders.
6. The final Date for submissions and responses of clarifications relating to this RFT is set out in the Tender Timetable detailed above.
7. Note that under no circumstances should other Pellows representatives be contacted directly. No verbal queries or clarifications are permissible.

# **SUBMISSION INSTRUCTIONS**

1. The table included in Appendix 1 - Checklist has been prepared in order to further support suppliers in submitting whole and compliant submissions. Please use this checklist to ensure that all relevant Appendices and information have been completed.
2. Bidders are asked to note that whilst the authorised recipient does have visibility of the names of the suppliers that have responded via email, the details and documents that have been submitted in relation to the RFT are not opened until the closing date/ time for submission of Tenders has passed.
3. Prior to the commencement of evaluations, Pellows will complete an initial due diligence check to ensure that all submissions have been returned in accordance with Appendix 1 - Checklist. Missing information will result in a non-compliant submission and therefore will take no further part in the process.
4. Only one Tender submission is permitted from each potential supplier. In the event that more than one is submitted by a potential supplier, the one with the latest time of submission will be evaluated and the other(s) disregarded.
5. The Tender submission must be fully completed and signed by the potential supplier. All Tenders must be submitted by potential suppliers by the date and time detailed above.
6. Any submissions received after the deadline (based on the system clock) will not be considered. The only exceptions are responses to clarifications that may be sought from the potential supplier by the evaluation panel to bids submitted prior to the submission deadline.
7. Potential suppliers should be mindful of document file sizes and ability to send electronically. Where there are a large number of documents, the bidder MUST ensure they allow plenty of time for submission prior to the deadline for RFT submissions.
8. Pellows accepts no liability for any losses suffered by the supplier as a result of computer viruses. It is the potential supplier’s responsibility to ensure that files submitted to Pellows are free from viruses. Pellows may reject a submission which is submitted in a file or files which are, or Pellows reasonably suspects are infected with a virus and may also delete such file or files.
9. It is the potential supplier’s responsibility to ensure that files delivered to Pellows are complete and fully accessible by the Pellows and are not corrupted. Pellows accepts no liability for corrupted files or data and may reject a Tender submission which consists of or contains corrupted or inaccessible files.
10. If and to the extent that the delivery of a Tender submission to Pellows is prevented or delayed as a result of problems with the Pellows’ server, then Pellows will ensure the integrity of the procurement process and may at their sole discretion allow applications to be re-submitted.

# **PART 1 (b) CONDITIONS OF REQUEST FOR TENDER**

# **PELLOWS RIGHTS**

1. Pellows reserves the right to:
2. Seek clarifications or additional documents in respect of any Suppliers submission.
3. Disqualify any Suppliers that does not submit a compliant Tender in accordance with the instructions in this IQT or is vague or incomplete. Pellows may discount a returned Tender in evaluation at their discretion.
4. Withdraw this RFT at any time, or to re-invite potential bidders on the same or any alternative basis.
5. Choose not to award a Contract either in part or in full.
6. Make any changes it sees fit to the timetable, structure or content of the procurement process.
7. Non-acceptance or rejection of any tender shall be without prejudice to any other civil remedies available to Pellows or any criminal liability which such conduct by a Supplier may attract.

# **SUPPLIER CONDUCT**

1. By submission of a Tender the Supplier warrants that:
2. The prices in this Tender 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.
3. Unless otherwise required by law, the prices which have been quoted in the Tender 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.
4. 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 a Tender for the purpose of restricting competition and or any other undesirable practises.

# **CONFLICT OF INTEREST**

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

# **WARRANTIES AND DISCLAIMERS**

1. While the information contained in this RFT 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.

# **MISREPRESENTATION**

1. When submitting your tender, you are confirming that your submission contains accurate information which will not mislead Pellows in the tender evaluation process.

# **SUPPLIER’S WARRANTIES**

1. In submitting the Tender, the Supplier warrants and represents and undertakes to Pellows that:
2. All information, representations and other matters of fact communicated (whether in writing or otherwise) to Pellows by the Supplier or its employees, officers, agents or advisers, in connection with or arising out of the Tender, are true, complete and accurate in all respects.
3. It has made its own investigations and research and has satisfied itself in respect of all matters relating to this RFT.
4. It has full power and authority to enter into the Contract / Framework Agreement and provide the Services and will if requested produce evidence of such to Pellows.
5. It is of sound financial standing and the Supplier 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 submitted to Pellows) which may adversely affect such financial standing in the future.
6. The Supplier shall indemnify, and keep indemnified, Pellows against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Supplier of any of its obligations in this RFT.

# **COSTS INCURRED**

1. Pellows will not be liable for any Tender costs, expenditure, work or effort incurred by a Supplier 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 Pellows.

# **KEY REGULATIONS, ASSOCIATED LEGISLATION & DIRECTIVES WHICH MAY APPLY**

1. This is a RFT being conducted under Public Sector procurement rules and Regulations. The Supplier shall ensure that they are aware of their obligations and comply with all relevant Legislation and Regulatory matters. Particular reference shall be taken to the following Legislation:

**The Bribery Act (2010);**

[**https://www.legislation.gov.uk/ukpga/2010/23/contents**](https://www.legislation.gov.uk/ukpga/2010/23/contents)

**Environmental Information Regulations 2004;**

[**https://www.legislation.gov.uk/uksi/2004/3391/contents**](https://www.legislation.gov.uk/uksi/2004/3391/contents)

**Counter Terrorism and Security Act 2015**

**<https://www.legislation.gov.uk/ukpga/2015/6/contents>**

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

# **Part 2 – TENDER RESPONSE** (please complete in FULL & return by the deadline above)

# **COMPANY INFORMATION**

|  |  |
| --- | --- |
| Name of Organisation  |  |
| Trading Name  |  |
| Address of Registered Office | *Address 1* |
| *Address 2* |
| *Address 3* |
| *City/Town* |
| *Country* |
| Postcode |  |
| Company Registration No. *(if applicable)* |  |
| Date of Registration |  |
| Certificate of Incorporation, and all certificates of change of name issues by the Company Registrar(Or include reasons if not applicable) | □ Yes□ No |
| 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 in 2.2 below. | □ Yes□ No |
| Is the applicant a consortium joint venture or other arrangement? If so, please provide details of the constitution | □ Yes□ No |
| Contact Name for enquiries about this application |  |
| Telephone Number |  |
| Email |  |

# **INSURANCE REQUIREMENTS**

Details of existing policies which will provide insurance cover for the contract:

|  |  |  |
| --- | --- | --- |
| ***Public Liability Insurance****(Minimum Cover:* ***£10m*** *for each**and every incident)* | Insurer  | Please add detail below |
| Policy Number |  |
| Level of Indemnity |  |
| Limit for Single Event |  |
| Expiry Date |  |
| ***Professional Indemnity Insurance****(Minimum Cover* ***£2m*** *for each and every incident)* | Insurer  |  |
| Policy Number |  |
| Level of Indemnity |  |
| Limit for Single Event |  |
| Expiry Date |  |
| ***Employers’ Liability Insurance****(£5m minimum statutory limit as laid down by legislation)* | Insurer  |  |
| Policy Number |  |
| Level of Indemnity |  |
| Limit for Single Event |  |
| Expiry Date |  |
| ***Product Liability Insurance****(Minimum Cover* ***£2m*** *for each and every incident)* | Insurer  |  |
| Policy Number |  |
| Level of Indemnity |  |
| Limit for Single Event |  |
| Expiry Date |  |

If policies are not already in place, please confirm that you are willing to have these policies if awarded the contract.

We confirm that the required levels of insurance will be in place for the duration of the contract:

**YES / NO** (please delete as appropriate)

# **OFFER DETAILS (PASS/FAIL)**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Compliance with Pellows requirements** - Please indicate by selecting either option **YES** or **NO,** that in the event you are awarded a contract if all goods and services supplied will or will not, unreservedly deliver in full, all Pellows requirements / specification as set out above.  |

|  |  |  |
| --- | --- | --- |
|  |  | **Yes -** all goods/services supplied will unreservedly meet all Pellows requirements set out in the Specification. |
|  |  |  |
|  |  | **No -** wewill not, or cannot supply |
|  |  | Goods/services that meet all Pellows requirements set out in the Specification. |

 |

Demonstrate how you will meet Pellows requirements set out in the specification above. Your response should be limited to and focused on key component parts of the requirement. You should refrain from making generalised statements and providing information not relevant to the topic.

*By way of examples:*

* *Where the requirement is a service, your response should include a description of the approach and processes you will have in place that enables the effective delivery of that Service and the quality measures you will adopt.*
* *Where the requirement is goods, your response should include the approach and processes you will have in place to manage the order & post-order services.*

Pellows shall rely on the information provided by the supplier prior to accepting the Tender. A material misrepresentation contained therein shall constitute a material breach of contract.

|  |
| --- |
| **Method Statement 1: Proven track record, including commissioning support and how this will be utilised on this contract.**Pellows is seeking a supplier who has a track record of design, build, installation and commissioning. Suppliers are asked to evidence this track record.This will require the supplier providing details around core competencies around designing tank systems, building, installing and commissioning, in line with the supporting Regulations and standards.A “pass” will be deemed to apply where the supplier has clearly set out evidence of a suitable and competent track record and how this will be applied if awarded this contract.A “fail” will be deemed to not have provided the sufficient level of experience or supporting evidence of the capabilities required and / or how those would be applied if awarded this contract.*[Supplier to insert proposals.]* |

|  |
| --- |
| **Method Statement 2: Delivery against the requirements set out in the accompanying specification.** This will require the supplier to provide details around how they will meet requirements as set out in the specifications.A “pass” will clearly set out a clear understanding of the specification and details on how the component parts that make up the requirements will be achieved.A “fail” will be deemed to not have provided how the supplier would fulfil the requirements as set out in the specification and / or the level of details are insufficient to provide confidence that the requirements will be met.*[Supplier to insert proposals.]* |

# **PRICING DETAILS**

Please insert your proposed prices in the table below inclusive of all costs and discounts, but excluding VAT.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  | **A** | **B** | **C** | **D** |
| **Item No.** | **Description** | **Quantity** | **Unit of Measure** | **Unit Price** | **Total****A x C** |
| 1 | **New tank system:** Design, supply and delivery (including transportation) to client site, installation, commissioning, and training. | 2 | Nr(see specification) |  |  |
| 2 | Ladder access | 2 | Nr |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| Tender Total (sum of column D): |  |

**Proposed** Payment Schedule (excluding maintenance costs).

* Placement of order: 10%
* Design sign off : 10%
* Full commissioning: 80%

# **TENDER SUPPLIER’S OFFER CONFIRMATION / DECLARATION**

* + 1. We confirm that we understand and accept that this offer is made in accordance with Pellows Standard terms and conditions.
		2. We confirm that this Tender is on the basis as set out in this document and that it is not subject to any negotiation.
		3. If, for any reason following the submission of our Tender, we seek to propose any changes to the Specification, Terms and Conditions or to put forward any proposal which conflicts and we do not withdraw that change following a written request to do so by Pellows then we agree that Pellows may determine not to evaluate our submission any further.
		4. We confirm that the insurances required will be provided under the Contract and We agree that if our offer is accepted that I/We agree to arrange, with the insurers the provision of a Statement to Pellows: -
* that valid Insurance is held in accordance with the requirements of Conditions of Contract;
* that all premiums due to the Insurer have been paid including instalment payments;
* that the Insurer agrees to give notice forthwith to Pellows of withdrawal or intention to withdraw insurance cover in connection with the project.
	+ 1. This document is to be signed by such persons:-
* where the Tender supplier is an individual, by that individual;
* where the Tender supplier is a partnership, by one duly authorised partner;
* where the Tender supplier is a company by one director or by a director and the secretary of the Company, such persons being duly authorised for that purpose.

|  |  |
| --- | --- |
| Date |  |
| Signature(s) of Tender Supplier |  |
| Name and Title: |  |

***Thank you for taking the time to respond to this Tender.***

Check that you have:

* Completed section 2.1: Company Information
* Completed section 2.2: Insurance Requirements
* Completed section 2.3: Offer Details (noting the pass/fail criteria)
* Completed section 2.4: Pricing Details
* Completed section 2.5: Signed Tender Supplier’s Offer Confirmation / Declaration
* Included relevant supporting information in agreed format.
* Appropriately named the file in the following format: **Number - Project Reference - Document Name- Supplier Name**