Invitation to Tender

for

The Centre for Veterinary Vaccine Innovation and Manufacturing (CVIM)

Design and Build Contract: NEC 4 - Option A

Instructions & Background

Contents

1. Introduction 4

1.1. About the Contract 4

1.2. About The “Invitation to Tender” 4

1.3. Common Assessment Standard (CAS) Question Set- Questionnaire 5

1.4. Scope of the Contract 5

1.5. About The Pirbright Institute 5

1.6. The Project 6

1.7. Form of Contract 6

2. Instructions to Tenderers 7

2.1. Information Provided to Tenderers 7

2.2. Use of the Invitation to Tender 7

2.3. Conditions of Tender 8

2.4. Tender Procedures 8

2.5. Freedom of Information & Environmental Information Regulations 9

2.6. Language 9

2.7. Sub-Consulting 9

2.8. Tenderer Changes 10

2.9. Changes to the Procurement Process 10

2.10. Disclaimer 10

2.11. Disqualification of Tenderers 11

2.12. Interpretation 11

2.13. Costs and Expenses 11

3. Tender Procedures 12

3.1. About the Tender Stage 12

3.2. Procurement Timetable 12

3.3. Information Provided to Tenderers 13

3.4. Methodology and Tender 13

3.5. Tender Process - Overview 13

3.6. Bidders Day 14

3.7. Tender Clarifications 14

3.8. Award Criteria 14

4. Works Information and Prelims 15

4.1. Introduction 15

4.2. Resourcing & Qualifications 15

4.3. Insurances 15

4.4. Parent Company Guarantee 16

4.5. Sub-consulting/contracting 16

5. Receipt of Tender Responses 16

5.1. Tender Deadline 16

5.2. Premature opening or mishandling of Tender 16

5.3. Instructions to submit Tenders 16

6. Glossary of Terms 17

6.1. Definition and meanings 17

Appendices

|  |  |
| --- | --- |
| **Appendix 1** | **ITT** |
| **Appendix 2** | **Evaluation** |
| **Appendix 3** | **Contract** |
| **Appendix 4**  **Appendix 5** | **Works Information and Prelims**  **Preconstruction information** |

# Introduction

## About the Contract

* + 1. Following on from the publication of a Prior Information Notice (PIN) on Find a Tender (FTS) on the **25th January 2024** a Notice was placed on both Find a Tender (FTS) and Contract Finder on the **24th May 2024** by Pirbright Innovations Limited (the “Authority”) on behalf of The Pirbright Institute inviting tender responses in connection with the procurement of a Design and Build Contractor in connection with the delivery of “Centre for Veterinary Vaccine Innovation and Manufacturing” ( CVIM) (the “Project”).
    2. This procurement is being conducted under the “Open Procedure.”
    3. The Authority is seeking to appoint only a single Contractor to undertake the Design and Build services and works required. The Authority will award contract(s) dependent upon the criteria stated in the Invitation to Tender (ITT). The overall criteria for selection will be based on the most economically advantageous tender (MEAT) being a combination of cost and quality.

## About The “Invitation to Tender”

* + 1. This Invitation to Tender (ITT) is provided to tenderers to enable them to respond to the tender opportunity. This document sets out the background to the Contract and the Procurement Process-
    2. The full tender pack will be issued from [procurement@pirbrightinnovations.co.uk](mailto:procurement@pirbrightinnovations.co.uk) on receipt of the signed **Appendix 1 - Confidentiality Agreement**.
    3. The tender pack comprises the following:

**Invitation to Tender document**

**Appendix 1 - ITT**

**Appendix 2 - Evaluation**

**Appendix 3 - Contract**

**Appendix 4 - Works Information and Prelims**

**Appendix 5 - Preconstruction information**

* + 1. The purpose of this ITT is to: -
* Invite the submission of a “Tender Response” in accordance with the instructions set out in this ITT for evaluation by the Authority;
* Explain the overall process and timetable for the Procurement;
* Mark the start of the period of the “Tender Period” and set out further information in respect of the Procurement and to provide supporting material that Tenderers may find useful in preparing their “Tender Response;”
* Explain the specific requirements for submission of a compliant response to this ITT;
* Set out the overall approach of the Authority to the evaluation of tender responses, including the Evaluation Criteria; and
* Set out the conditions applicable to this Procurement and administrative arrangements for receipt of Responses.
  + 1. The purpose of this tender is for Tenderers to provide the Authority with a response that best meets the Authority’s needs and requirements under the Framework, based on the information available. It is further to provide the Authority with the basis upon which it will enter into contract with the successful Tenderers.

## Common Assessment Standard (CAS) Question Set- Questionnaire

* + 1. **Appendix** **2 - Common Assessment Standard Question Set Questionnaire** will be used to assess the suitability of organisations who wish to be considered for being awarded a contract.
    2. The CAS Questionnaire 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).
    3. **Appendix 2 – Common Assessment Standard Question Set Questionnaire** must be completed and returned with your tender**.**

## Scope of the Contract

* + 1. The approximate value of the overall contract is **£6,500,000 (excluding VAT).**
    2. The full scope of services and works required by Pirbright Innovations Limited for the provision of the “Design and Build Contractor” is set out in **Appendix 4 Works Information and Prelims.**
    3. The Authority will award the Contract by applying the evaluation criteria set out in **Appendix 2 – Evaluation Methodology** of this ITT. The overall criteria for selection will be based on most economically advantageous tender (MEAT) being a combination of cost and quality.
    4. Tenderers should note that the requirement will be for the delivery of all the services as defined in this Invitation to Tender. Any Tenderer (with or without sub-consultants) or consortium offering to provide only part of the works and services will not be considered.

## About The Pirbright Institute

* + 1. The Pirbright Institute is a world leading centre of excellence in research and surveillance of virus diseases of farm animals and viruses that spread from animals to humans. Based in the UK and receiving strategic funding from the Biotechnology and Biological Sciences Research Council (BBSRC), the Institute works to enhance the capability to contain, control and eliminate these economically and medically important diseases through highly innovative fundamental and applied bioscience. The Institute employs around 450 staff plus research students and visiting scientists.
    2. The Pirbright Institute and its staff value leadership, respect, cooperation, collaboration and professional development and take pride in being a world-class institution where knowledge, expertise, facilities, professional excellence and rigorous academic, biosecurity and ethical standards combine to generate global health and economic impacts.
    3. The Pirbright campus has been in operation as a scientific research facility for over 100 years. Since 2006 significant capital investment from government has been committed through a Campus Development Programme. A Masterplan for the campus has been developed and planning approval from Guildford Borough Council has been granted.
    4. Further information about The Pirbright Institute can be found at <https://www.pirbright.ac.uk> while the details regarding the Authority (Pirbright Innovations Limited) can be found at <http://www.pirbrightinnovations.com>

## The Project

* + 1. The Centre for Veterinary Vaccine Innovation and Manufacturing (abbreviated to ‘CVIM’) is a proposed new facility at The Pirbright Institute in Surrey, UK.

A joint initiative between the Biotechnology and Biological Sciences Research Council (BBSRC), part of UK Research and Innovation (UKRI), the Foreign, Commonwealth and Development Office (FCDO) and the Bill & Melinda Gates Foundation will see the creation of a new centre at The Pirbright Institute designed to accelerate the development of animal vaccines to combat emerging and urgent infectious diseases. The consequences of livestock disease can be catastrophic. As well as posing a very real risk to global food security and international trade, livestock disease also presents a significant threat to global human health due to its pandemic potential. While the UK remains a world-leader in the early-stage development of vaccines for both human and veterinary medicine, globally we need to strengthen our collective capacity to translate scientific discoveries into solutions for the most challenging veterinary infectious diseases. The new Centre for Veterinary Vaccine Innovation and Manufacturing (CVIM) will bridge the gaps between research and expertise in process development and manufacturing while strengthening the UK's own emergency response capacity and capability. It will bring about tangible health and economic benefits by focusing on diseases prevalent in low- and middle-income countries.

* + 1. The CVIM is a partnership between:
    - Pirbright Innovations Limited (the “Authority”) on behalf of The Pirbright Institute
    - The Biotechnology and Biological Sciences Research Council (BBSRC)
    - The UK government’s Foreign, Commonwealth and Development Office (FCDO)
    - The Bill & Melinda Gates Foundation (BMGF).
    1. The CVIM core objectives will be to stimulate the development of new vaccines for animal health and public health, both in the UK and globally. The CVIM will build on and develop expertise in veterinary virology, bacteriology, parasitology, immunology, and vaccine development.
    2. The CVIM building will predominately be a GMP containment level 2 (SAPO2/ACDP2/GMO2) building, with 1 nr GMP cleanroom (ISO7 & CL2), 1 nr cold-room (CNC & CL2), 1 nr freezer room (ISO8 & CL2), RM Storage (ISO8), Equipment Store (ISO8) 1nr receipt areas (CNC, 1 nr QC Micro lab (CNC & CL2), 1 nr QC lab (CNC & CL2), a write up area/office and all supporting areas including a plant room and associated external works.

## Form of Contract

* + 1. The appointed Consultant(s) will be required to enter into a Contract with the Authority in the form set out at **Appendix 3 - The Contract** and **Appendix 4 - Works Information and Prelims**.
    2. The form of agreement will be **NEC4 ECC (Engineering Construction Contract) Option A Fixed Price with Activity Schedule with 'Z Clauses'**
    3. The period of appointment shall be for RIBA Stages 4 to 6. The Tenderer is referred to the Employees Requirements for the exact scope of services required.

# Instructions to Tenderers

## Information Provided to Tenderers

* + 1. The Tender Documents have been prepared by the Authority in good faith but do not purport to be comprehensive or to have been independently verified.
    2. Tenderers shall be deemed to have obtained for themselves all necessary information as to the extent and nature of the services, risks, contingencies, and any other circumstances, which might reasonably influence or affect the Tenders.
    3. Whilst the information contained in this ITT is believed to be correct at the time of issue, neither the Authority nor its advisors, warrants the accuracy of any representation or statement of fact or law or information or the soundness of any advice made or given to Tenderers by the Authority, its servants or agents at any time before the execution of this Contract and the Authority shall not be liable to any Tenderer for any loss or damage which a Tenderer or the Contractor may sustain as a result of relying on any such representation, statement, information or advice whether in contract, tort, under the Misrepresentation Act 1967 or otherwise, save insofar as the relevant representation, statement, information or advice was made or given fraudulently by the Authority, its servants or agents acting in the course of their employment. This exclusion extends to liability for any statement, opinion or conclusion contained in or any omission from this ITT and for any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Authority.

## Use of the Invitation to Tender

* + 1. This ITT has been prepared and issued to Tenderers for their sole use and for the sole purpose of assisting them to submit a written response in accordance with The Authority’s requirements and is not intended to provide the basis of any investment decision. Whilst the information contained in the ITT is believed to be correct, neither the Authority nor its advisers will accept any liability or responsibility for its accuracy, adequacy, or completeness, nor will any warranty, express or implied, be given.
    2. The Authority reserves the right to change any acceptance timetable, to reject any, or all, of the Tenderers or to notify Tenderers of any changed requirements at any time. The Authority does not undertake to award the Contract to the lowest priced Tenderer or any Tenderer and reserves the right to cancel or withdraw the Procurement at any stage; and/or not to award a Contract. In no circumstances shall the Authority incur any liability arising out of or in respect of the issue of this ITT.
    3. The Authority will not reimburse or be liable for any costs, expenditure, work or effort incurred by Tenderers in connection with or in responding to this ITT or in connection with any part of the Procurement including (without limitation), clarifications on submissions or further work undertaken by Tenderers either during the post-tender clarification period or at any other time up to the final Contract award, including if the Procurement process is terminated or amended by the Authority.
    4. The ITT and every part of it and all other Tender Documents and any information provided by or on behalf of The Authority in relation to this Procurement must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender Documents other than on a strictly confidential basis to those parties whom they need to consult for the purposes of preparing the Response. This ITT may only be used in connection with the preparation and submission of responses by Tenderers concerning this Procurement.

## Conditions of Tender

* + 1. Tenderers are required to comply with the following conditions of tender. These conditions are designed to ensure that all Tenderers are treated equally and fairly and to comply with all legal requirements for public sector procurement. Failure to comply with these instructions and conditions may invalidate your involvement in this Project and you may be excluded from further participation in this Project.
    2. Collusion, Fraud and Corruption – The Tenderer must NOT:

1. Inform anyone else of your tender price(s), rates, or other proposals, even approximately or in outline, before the date of contract award. The only exception being if disclosure, in confidence, is necessary to obtain insurance premium quotations bonds or other guarantees required for this tender.
2. Adjust or fix the amount proposed to be inserted in the Response in accordance with any agreement or arrangement with anyone else.
3. Offer any inducement or reward for the award of this or any other contract with the Authority as this will disqualify your tender and may constitute a criminal offence.
   * 1. Basis of Prices – Quantities, volumes and/or values are approximate and for guidance only and no guarantee of actual levels can be given.
     2. The prices quoted must be in £ sterling; exclusive of Value Added Tax; and must include the cost of delivery, packaging, and any additional related costs to the place(s) specified by the Authority. If requested the Authority, will return packaging at the Tenderer’s expense
     3. The Tenderer shall bear all costs, expenses and liabilities incurred in connection with the preparation and submission of their Response.
     4. The Tender will remain valid and open, for acceptance by the Authority, for a minimum period of Six Months.
     5. The Authority reserves the right to amend its tender documents in any respect at any time prior to the closing date and time for receipt of tenders. All Tenderers will be notified of any such amendments.

## Tender Procedures

* + 1. Tenderers are referred to [3.0 Tender Procedures](#_Tender_Procedures), which sets out the tender procedures during this stage of the procurement. This section sets out what is required from Tenderers in responding to this ITT.
    2. Tenderers are invited to review this ITT and accompanying documentation and to submit a response in accordance with the requirements contained therein. In particular Tenderers are required to: -

1. Complete the **Common Assessment Standard** **(CAS)** **Question Set Questionnaire** contained in **Appendix 2 - Common Assessment Standard (CAS) Question Set** and **Part 3 - SQ (Selection Questionnaire)** containedin **Appendix 2 - Part 3 SQ;**
2. Prepare responses to the **Method Statement Questions** contained in **Appendix 2 - Method Statement and Presentation Questions**;
3. Complete the Price Framework set out in **The Pricing Schedule** contained in **Appendix 2 - CVIM – Pricing document;**
   * 1. All responses shall be written in the English Language and all prices shall be stated in Pounds Sterling and exclusive of VAT.
     2. The Form of Tender must be signed by the Tenderer. Where the Tenderer is a Company, the Tender must be signed by two Directors or by one Director and the Company Secretary, such persons being duly authorised for that purpose. Where the Tenderer is a Partnership the Form of Tender must be signed by a duly authorised partner.

## Freedom of Information & Environmental Information Regulations

* + 1. The Authority is committed to open government and to meeting their legal responsibilities under the Freedom of Information Act 2000 (“the Act”) and Environmental Information Regulations 2004 (“the EIR Regulations”). Accordingly, all information submitted to the Authority may need to be disclosed in response to a request under the aforementioned Act and/or EIR Regulations. The Authority may also decide to include certain information in the publication scheme, which the Authority maintains under the Act and/or EIR Regulations.
    2. If a Tenderer considers that any of the information included in their response is commercially sensitive, it should identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity.
    3. Tenderers should be aware that, even where they have indicated that information is commercially sensitive, the Authority might be required to disclose it under the Act if a request is received.
    4. Tenderers should also note that the receipt of any material marked ‘confidential’ or equivalent by the Authority should not be taken to mean that the Authority accepts any duty of confidence by virtue of that marking.
    5. Tenderers should seek to clarify any points of doubt or difficulty as to the meaning of the Contract or anything to be done under the Contract by emailing [procurement@pirbrightinnovations.co.uk](mailto:procurement@pirbrightinnovations.co.uk).

## Language

* + 1. All responses by Tenderers including the submission of the Final Tender shall be in English and submitted in accordance with the Authority’s requirements.

## Sub-Consulting

* + 1. In relation to this procurement, the Authority is inviting participation from organisations representing prime and sub-consulting arrangements only, i.e., no consortia arrangements. The Authority recognises that these terms are often used interchangeably by some Tenderers and wishes Tenderers to apply the following common terminology to company groupings in the future.
    2. Where groups of companies come together specifically for the purpose of tendering for appointment as the Consultant but envisage that one of their members will be the prime Consulting party and the remaining members of that group will be sub-consulting to the prime Consulting party, then the Authority will characterise these arrangements as “prime consultant arrangements.”
    3. If Tenderers wish to extend or modify their groupings of sub-consultants to meet the existing and future requirements of the Authority, Tenderers shall notify the Authority of any proposed changes to the identity of their sub-consultants and obtain the Authority's prior written approval to the extension or modification (as the case may be).

## Tenderer Changes

* + 1. Tenderers are subject to an on-going obligation throughout this Procurement to notify the Authority of any material changes in its financial or other circumstances. This includes, but is not limited to, changes to the identity of Relevant Organisations or sub-contractors or the ownership or financial or other circumstances thereof and solvency of the Tenderers. The Authority shall be notified of any material change as soon as they become apparent.
    2. Failure to notify the Authority of any material changes or to comply with any of these provisions may lead to a Tenderer being disqualified from this Procurement.
    3. The Authority reserves the right in its absolute discretion to refuse to allow such a change, substitution, or introduction of information and to disqualify any Tenderer from further participation in this Procurement in the event that such a change is made.
    4. In the event that the Authority is prepared to consider such a change, further evaluation of the Tenderer, including its Relevant Organisations, may be required and may result in the Authority refusing to allow the change.

## Changes to the Procurement Process

* + 1. The Authority may in its absolute discretion, vary the Procurement process and/or to introduce additional or eliminate steps or stages into the Procurement process and/or change the dates and times applicable to this Procurement. The Authority shall notify the Tenderer’s Authorised Representative of any such changes.

## Disclaimer

* + 1. The Authority reserves the right not to invite a Tenderer to proceed further, not to furnish a Tenderer with additional information and to otherwise not engage with a Tenderer in respect of this Procurement.
    2. Neither the issue of this ITT nor any information presented in it should be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual arrangement.
    3. Nothing in the ITT information is, nor shall be relied upon as, a promise or representation as to any decision by the Authority in relation to this Procurement. No person has been authorised by the Authority or its advisers or consultants to give any information or make any representation not contained in the ITT documentation and, if given or made, any such information or representation shall not be relied upon as having been so authorised.
    4. Nothing in the ITT information, or in any other documentation prior to the entry into a Contract shall constitute the basis of an express or implied contract that may be concluded in relation to this Procurement, nor shall such documentation/information be used in construing any such contract.
    5. The Authority and any of its advisers do not accept any responsibility or liability in relation to its accuracy or completeness or any other information which has been, or which is subsequently, made available to any Tenderer, Relevant Organisation, or any of their respective advisers, orally or in writing or in whatever media.
    6. Tenderers, their Relevant Organisations, and their respective advisers must therefore take their own steps to verify the accuracy of any information which they consider relevant and are not entitled to rely on any statement or representation made by the Authority, or any of their advisers.

## Disqualification of Tenderers

* + 1. Tenderers acting in contravention of the provisions set out in the ITT or any other information provided by the Authority may, at the Authority’s sole discretion, be disqualified from further participation in this Procurement (without prejudice to any other civil or legal remedies available and without prejudice to any criminal liability which such conduct by a Tenderer may attract).
    2. For the avoidance of doubt, disqualified Tenderers will be excluded from any further participation in the Authority’s Procurement process and in no circumstances will the Authority be liable for any costs or expenses incurred by the disqualified Tenderer and/or its Relevant Organisations as a result, directly or indirectly, of such disqualification.

## Interpretation

* + 1. In the ITT documentation, except where the context otherwise requires: -
* words importing one gender include all other genders and words importing the singular include the plural and vice versa;
* enactment means any statute or statutory provision (whether of the United Kingdom or elsewhere), subordinate legislation (as defined by s.21 (1) Interpretation Act 1978) and any other subordinate legislation made under any such statute or statutory provision;
* reference to any enactment shall be construed as including a reference to:
  + any enactment which that enactment has directly or indirectly replaced (whether with or without modification); and
  + that enactment as re-enacted, replaced or modified from time to time, whether before, on or after the date of the ITT.
* the Table of Contents, Glossary of Terms and Abbreviations, the headings to the sections of the ITT and the Appendices hereto are for ease of reference only and shall not affect the construction of the ITT;
* any Appendices and Annexes to the ITT form part of the ITT and will have the same force and effect as if expressly set out in the body of the ITT;
* in the event of any inconsistency between the provisions of the ITT and any previously issued documents, the provisions of the ITT shall prevail; and
* the ITT information shall be governed by and construed in accordance with the laws of England.

## Costs and Expenses

* + 1. All Tenderers, Relevant Organisations, funders, and any of their respective advisers shall be responsible for all costs incurred by them in connection with all stages of the Procurement.
    2. Under no circumstances will the Authority or any of their respective advisers be liable for any costs or expenses incurred by a Tenderer, its Relevant Organisations, funders and/or their respective advisers arising directly or indirectly from this Procurement process or termination thereof, including, without limitation, any changes or adjustments made to the Procurement process or documentation or disqualification of a Tenderer.
    3. Each Relevant Organisation will be responsible for its own costs incurred throughout each stage of the Authority Procurement process. The Authority will not be responsible for any costs incurred by any Relevant Organisation or any other person through the Authority Procurement process.

# Tender Procedures

## About the Tender Stage

* + 1. The procurement process under the “Open Procedure.”
    2. Tenderers are provided with this “Invitation to Tender” (ITT) and Tender Pack, which initiates this tender stage.
    3. Tenderers should respond to the Authority’s initial needs and requirements, by responding to method statement questions and by completing the pricing schedule setting out their fee proposals. Tenders will be evaluated in accordance with MEAT criteria and the top scoring Tenderer will be awarded a contract with the Authority.
    4. Presentations are required from shortlisted tenderers during the tender stage. Further details are set out in **Appendix 2 - Evaluation Methodology** and **Appendix 2 - Method Statement and Presentation Questions** of this ITT.

## Procurement Timetable

* + 1. The Authority reserves the right to amend the timetable at its absolute discretion. The outline procurement timetable for the selection and award procedure is set out below:

| Key Task/Milestone | Date |
| --- | --- |
| Tender Stage | |
| Notice published (Open Procedure) | 24th May 2024 |
| Invitation to Tender issued through Contracts Finder or on Request | 24th May 2024 |
| Receipt of the signed Appendix 1 - Confidentiality Agreement | ASAP |
| Full tender pack issued on receipt of signed Appendix 1 - Confidentiality Agreement |  |
| Bidders Day | 13th June 2024 |
| Deadline for receipt of questions relating to the tender | 12:00 (Noon) 21st June 2024 |
| Answers to questions circulated | COP 28th June 2024 |
| Date for receipt of Tender Submissions | 12:00 (Noon) 5th July 2024 |
| Evaluation of Tender Submissions | 8th July - 19th July 2024 |
| Notification of Evaluation Decision | 26th July 2024 |
| Clarification Meetings/Interviews | W/C 5th August 2024 |
| Contract Award Stage | |
| Notification of award decision & commencement of standstill period | 16th August 2024 |
| Expiry of 10-day standstill period | 27th August 2024 |
| Contract Award | 28th August 2024 |
| Contract Implementation | |
| Contract Commencement Date | 28th August 2024 |
| Completion | 9th January 2026 |

## Information Provided to Tenderers

* + 1. The Authority has made every effort to ensure the completeness and accuracy of information provided to tenderers but does not warrant any such information. Tenderers are required to satisfy themselves as to the accuracy and completeness of such information.

## Methodology and Tender

* + 1. Tenderers are invited to review this Invitation to Tender and accompanying documentation and to submit their responses as set out at **Appendix 2 – Method Statement Questions** and tender for the provision of services defined in [4.0 Works Information and Prelims](#_Scope_of_Services). Tenderers are encouraged to be innovative, and the Authority will give careful consideration to any proposals that demonstrate Best Value and an effective methodology for delivery of the “Services” in accordance with the Authority’s requirements.

## Tender Process - Overview

* + 1. This tender process is being conducted via email. The signed **Appendix 1 - Confidentiality Agreement** must be returned to [procurement@pirbrightinnovations.co.uk](mailto:procurement@pirbrightinnovations.co.uk) as soon as possible. While all questions and answers must be emailed to [procurement@pirbrightinnovations.co.uk](mailto:procurement@pirbrightinnovations.co.uk). before 12:00 (Noon) 21st June 2024. All tender responses and any supporting documentation must be submitted to the following email [tenders@pirbrightinnovations.co.uk](mailto:tenders@pirbrightinnovations.co.uk) no earlier than 1st July 2024. Please note that this email account is not currently monitored so you will not receive a response. The Date for receipt of Tender Submissions is no later than 12:00 (Noon) on 5th July 2024.   
       Further instructions on submitting your tender response and correspondence are included in [5.0 - Receipt of Tender Responses](#_Receipt_of_Tender)
    2. This tender has been advertised on the Find a Tender System (FTS) and on Contracts Finder and is being conducted in accordance with The Public Contract Regulations 2015, [Regulation 27 (Open Procedure)].
    3. This tender is being managed by Lester Demmer and John Nixon of Pirbright Innovations Limited.
    4. The Authority reserves the right to reject any tender submitted after the Tender Return Date.
    5. It is each tenderer’s responsibility to familiarise themselves with the tender submission process and to ensure that a complete Tender is submitted correctly. The Authority reserves the right to reject incomplete Tenders. Please allow yourselves enough time to submit your Tender.
    6. The Authority reserves the right (acting in accordance with the Regulations) to reject or disqualify an Applicant where: a response is submitted late, the response does not comply with the procurement documents, where there is evidence of collusion or corruption, which have been found by the contracting authority to be abnormally low, or fails to meet the Authority’s requirements which have been notified to tenderer’s.
    7. If you need any assistance in submitting your Tender, please email [procurement@pirbrightinnovations.co.uk](mailto:procurement@pirbrightinnovations.co.uk). Please note that direct assistance will not be available outside of normal office hours.
    8. **Please note that it is the responsibility of the Tenderer to ensure that their tender response is submitted on time and in accordance with these instructions. If any Tenderer fails for whatever reason to submit their response on time and in accordance with these instructions, there will be no second opportunity to do so. The Authority will not enter into discussions with any Tenderer who fails to submit their tender response**

## Bidders Day

* + 1. The Authority will be holding a ‘Bidders Day’ on the **13th June 2024** at the Pirbright Institute, starting at **10.00am**. This day will not support ‘remote’ access.
    2. Tenderers who wish to be present for the Bidders Day must have submitted an **Appendix 1 - Confidentiality Agreement** prior to the day.
    3. Tenderers should plan to be represented by a maximum of three attendees i.e., Project Manager, Commercial Manager and Design Manager and the names of attendees must be provided by no later than **12:00 (Noon) on 10th June 2024** to Sylvie Bilgin [Sylvie.Bilgin@pirbright.ac.uk](mailto:Sylvie.Bilgin@pirbright.ac.uk) and cc[procurement@pirbrightinnovations.co.uk](mailto:procurement@pirbrightinnovations.co.uk).
    4. Tenderers should note that all visitors to the Pirbright site must be escorted, and access can only be granted on presentation of photo-ID (e.g., passport, driving license). Please note that work passes are not a suitable form of photo-ID.
    5. Tenderers should aim at arriving at least 15 minutes before the start of the session to allow time for signing in and escorting from the Gatehouse.

## Tender Clarifications

* + 1. Consistent with the requirements of the Open Procedure, none of the tender documents shall be subject to negotiation. If it is necessary, tenderers may seek written clarification of aspects of the tender documents. Any communication regarding the tender process, including queries and points of clarification, must be submitted by email to [procurement@pirbrightinnovations.co.uk](mailto:procurement@pirbrightinnovations.co.uk) Requests for clarifications must be submitted by **12:00 (Noon)** **on 21st June 2024** after which no undertaking is given to reply to any requests.
    2. The Authority will review all correspondence and points of clarification received and all responses will be published anonymously via the system to all Tenderers unless it is agreed by the Authority that there are issues of commercial confidentiality that render the response unsuitable for public information.

## Award Criteria

* + 1. The decision as to which tenderers will be awarded a contract will be based on the highest scoring tenderers in terms of MEAT (Most Economically Advantageous Tender) criteria. See **Appendix 2 - Evaluation Methodology** of this ITT.

# Works Information and Prelims

## Introduction

* + 1. The Authority is seeking to introduce a Contract for a Design and Build Contractor to deliver services in connection with the delivery of “The Centre for Veterinary Vaccine Innovation and Manufacturing( CVIM),” all to be provided in accordance with best practice and relevant criteria and guidelines.

## Resourcing & Qualifications

* + 1. The appointed Contractor will be required to provide adequate levels of resourcing to effectively and efficiently carry out the services as set out in **Appendix 4 - Works Information and Prelims**.
    2. The Authority will require the Consultant(s) to provide a resource schedule listing the required activities, all of the personnel to be appointed to the project, their grade, their role, and the anticipated time allocation for each grade against each activity (see **Appendix 2 - CVIM – Pricing document** of this ITT). Where initially identified personnel are to be replaced, they must only be substituted by other members of staff of an equivalent grade and subject to approval by the Authority.
    3. All staff proposed for the service provision must be appropriately qualified and experienced for the role they are to undertake and must not subsequently be replaced by less qualified members of staff. Where trainees or less qualified staff assist more senior members of staff, the senior member of staff will be fully responsible for providing an appropriate level of support, must have proper oversight of their activities and must check and countersign all work produced.
    4. Tenderers are required to set out in their Tender Response the qualifications of the personnel to be appointed to the contract (see **Appendix 2 - Method Statement Questions** of the ITT).

## Insurances

Public Liability Insurance

* + 1. Tenderers are required to have in place Public Liability Insurance in the sum of not less than ten million pounds (£10,000,000) for each and every event with the number of events unlimited. Tenderers are required to have in place Employer’s Liability Insurance in the sum of not less than ten million pounds (£10,000,000) for each and every claim in respect of all customary risks. Tenderers are to confirm levels of Third-Party Liability Insurance and Employer’s Liability Insurance in their proposals and provide details of any limitations on cover.  
         
       Employer’s Liability Insurance
    2. Tenderers are required to have in place Employer’s Liability Insurance in the sum of not less than ten million pounds (£10,000,000) for each and every claim in respect of all customary risks. Tenderers are to confirm levels of Third-Party Liability Insurance and Employer’s Liability Insurance in their proposals and provide details of any limitations on cover.

Professional Indemnity Insurance

* + 1. Tenderers are required to take out and maintain Professional Indemnity Insurance in the minimum sum of not less than five million pounds (£5,000,000) for each and every claim for the duration of the Contract and the period ending twelve (12) years following completion of the Contract. This is required in connection with any works requiring design input.  
         
         
       Product Liability Insurance
    2. Tenderers are required to take out and maintain Product Liability Insurance in the minimum sum of not less than five million pounds (£5,000,000) for each and every claim for the duration of the Contract and the period ending twelve (12) years following completion of the Contract.
    3. Furthermore, tenderers are to confirm the levels of their Insurances in their proposals and provide details of any limitations on cover. 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 above. **See Section 7.1** in **Appendix 2 - Part 3 SQ.** Insurances are also referred to in **Appendix 2 - Common Assessment Standard (CAS) Question Set**.

## Parent Company Guarantee

* + 1. Where the selected Consultant is a subsidiary of another company, they will be required to provide a Parent Company Guarantee, which shall be executed as a deed by the selected Consultant’s ultimate parent company. The Consultant shall ensure that such Guarantee remains in force throughout the period of the Contract and for so long thereafter as is necessary to meet its full financial obligation to the Authority. Where applicable complete and return **Appendix 1 - Parent Company Declaration.**

## Sub-consulting/contracting

* + 1. In the event that the Contractor intends to sub-contract aspects of the service to a Sub-Consultant/Contractor, the Consultant will be required to provide a Sub-Consultant/ Contractor Warranty.

# Receipt of Tender Responses

## Tender Deadline

5.1.1. The deadline for receipt of Tenders in response to this ITT is **12:00 (Noon) on 5th July 2024**. Please note that Tender submissions received after this date and time will NOT be accepted. Pirbright Innovations Limited may, in advance of the specified deadline, at its own absolute discretion, extend the closing date and time. Tenderers will be informed, and any extensions granted will apply to all Tenderers.

## Premature opening or mishandling of Tender

5.2.1 Pirbright Innovations Limited does not accept responsibility for the premature opening or mishandling of Tender documents not submitted in accordance with the instructions given.

## Instructions to submit Tenders

* + 1. It is your responsibility to allow sufficient time to upload and email your tender documents and it is advisable to commence **24 hours** prior to the deadline to ensure any problems can be resolved prior to the tender deadline.
    2. If you believe that your organisation is unable to submit a Tender to [tenders@pirbrightinnovations.co.uk](mailto:tenders@pirbrightinnovations.co.uk) for technical reasons or if you need help or further information to be able to tender please email [procurement@pirbrightinnovations.co.uk](mailto:procurement@pirbrightinnovations.co.uk) no later than **10:00 on 5th July 2024** to allow any technical queries to be resolved. Failure to notify Pirbright Innovations Limited of any issues regarding submitting your Tender which subsequently results in your Tender submission not being submitted or being submitted after the specified deadline date and time, may result in your Tender being disqualified.
    3. It is recommended that all files to be submitted with your Tender submission are zipped into one compressed folder before emailing. If your submission file size when zipped is larger than 50mb you will need to split the submission into multiple zip files and emailing separately marking each email e.g. 1 of 3.
    4. Making Changes to a tender submission **Tenderers** can make modifications to a tender submission at any time BEFORE the tender return deadline. Where amendments are made, **Tenderers** will be required to resubmit their full tender response by email. The latest version will supersede any previous returns. Please note amendments cannot be made once the deadline date and time have passed.

# Glossary of Terms

## Definition and meanings

* + 1. For the purpose of the ITT documentation, the capitalised words and expressions that follow have the meanings set out below unless the context specifically requires otherwise. It should also be noted that references to the singular include the plural and vice versa: -

| **Terms of abbreviation** | **Definition** |
| --- | --- |
| Applicants | the Tenderer(s) (or potential Tenderer(s)) applying to compete for the award of the contract |
| Authorised Representative | The Authority’s or Tenderer’s nominated representative |
| Authority | Pirbright Innovations Limited (and where the context admits other contracting authorities) |
| Bid | each of the written proposals submitted by a Tenderer as part of this procurement process and in response to the Authority’s Requirements (including the Invitation to Tender) |
| Bidder (or Tenderer) | the organisation responding to the tender opportunity under the Open Procedure. The term Tenderer may also be used |
| CAS | Common Assessment Standard |
| CDM, CDM Regulations | the Construction (Design and Management) Regulations 2015 (CDM) (as may be supplemented, amended, superseded, or replaced from time to time) |
| Client | any Authority accessing the Contract and being a qualifying Public Contracting Authority |
| CM | Cost Manager (Quantity Surveyor) |
| Combined Score | the sum of the Price Evaluation Score and the Performance Evaluation Score |
| Commencement Date | the date upon which the Contract is executed |
| Consortium | a group of organisations coming together to form a Bidder/Tenderer |
| Contract | the agreement (including the schedules) to be entered into between the Authority and the Consultant |
| Contractor | This is to be read as the Contractor for the purpose of the Contract and shall mean the “Consultant” |
| CVIM | Centre for Veterinary Vaccine Innovation and Manufacturing |
| Disaster Recovery | the act of returning to operational condition after a major event or catastrophe. Commonly used in the context of recovering computer operations after a disaster such as a fire, flood, or act of terrorism. |
| Effective Date | the date on which the conditions precedent to the Contract are satisfied |
| EU | European Union |
| Evaluation Criteria | the criteria set out in **Appendix 2 – Evaluation Methodology** by which Tenderer Responses will be evaluated |
| Financial Year | an annual period commencing on 1st April and ending on 31st March |
| FOIA | the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance and / or codes of practice issued by the Information Commissioner, the Department of Constitutional Affairs, the Office of Government Commerce, and any other relevant body to which the Authority is subject |
| ITT | Invitation to Tender |
| ITT Information | the ITT and all the documentation and information made available to Tenderers to enable them to prepare a Response and any information which may subsequently be supplied by the Authority to the Tenderers |
| Lead Applicant | the Lead Applicant of a Consortium or the Prime Consultant of sub-contracting arrangement that is expected to enter into the Contract with the Authority and co-ordinate bid responses from all Relevant Organisations |
| Lead Authority | The Lead Authority is Pirbright Innovations Limited |
| MDDT | Multi-Disciplinary Design Team |
| MEAT | Most Economically Advantageous Tender |
| NEC | New Engineering Contract |
| PIL | Pirbright Innovations Ltd |
| PM | Project Manager |
| Procurement | this tender procurement for the procurement of the Employer’s Agent Contract |
| Relevant Organisation | any organisation that will be involved in the provision of the Works/Services, whether as a member of a consortium or other collective arrangement, as a material sub-contractor of the Tenderer or the consortium on whose behalf the Tenderer is acting, or as an organisation on whose financial support the bid is reliant |
| Response | a submission of information by the Tenderer to the Authority in response to either the CAS Questionnaire, SQ or ITT. |
| SQ | Selection Questionnaire |
| Tender Period | the period from the date of this document to the date set for submission of responses to the ITT |
| Tenderer | The person or company who tenders for the work with a view to execute the work referenced in the contract and works information. |
| Tenderer Member | means any entity that forms a constituent part of a Tenderer, whether as a member of a consortium, a sub-consulting arrangement or otherwise |
| TPI | The Pirbright Institute |