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| **Section 5 – Tenderer Response Document** |

**Contract Title: Synthetic Test and Unified Demonstration System**

**Contract Reference: ORE/20/69**

# **General Guidance**

1.1 You may add your own branding on to this document, but the content and layout must remain the same.

1.2 Please find below a checklist of documents, which should be enclosed with your completed tender document. It is the responsibility of the Tenderer to ensure that all documents have been included and signed as appropriate, as ORE Catapult can only take into consideration those documents received.

|  |  |
| --- | --- |
| **Document** | **Included** |
| **Tenderer Response Document – at this Section 5** | [ ]  |
| **Tender Declaration -at this Section 5, para 2 below**Completed on company own headed paper and signed by an authorised person. | [ ]  |
| **No Collusion Certificate – at this Section 5, para 3 below**Completed on company own headed paper and signed by an authorised person. | [ ]  |
| **Selection Questionnaire via on the on-line e-procurement portal** | [ ]  |
| **Due Diligence Questionnaire via on the on-line e-procurement portal** | [ ]  |
| **Due Diligence Questionnaire – at this Section 5, para 4 below** | [ ]  |
| **Technical Submission – see guidance at this Section 5, para 6 below** | [ ]  |
| **Commercial Submission - at Section 7 - Offer Worksheet**Completed, signed by an authorised person and submitted as a separate upload. | [ ]  |

**\*\*Please complete this form on your organisations letter headed paper \*\***

# **Tender Declaration**

**Contract Title Name : Synthetic Test and Unified Demonstration System**

**Contract Ref No : ORE/20/69**

I/We hereby offer to supply and deliver the services specified in the foregoing schedule, all in accordance with Section 3, General Conditions of Contract and to the entire satisfaction of ORE Catapult or its authorised representative.

I/We hereby certify that no alteration, amendment nor qualification to the Invitation to Participate document as issued has been made other than as stipulated in our proposal.

I/We hereby certify that this Tender Declaration has been signed by a person authorised to sign on behalf of the Company e.g. Director, Partner, Company Secretary.

I/we hereby agree to the pricing contained in the Section 7, Offer Worksheet within this tender submission remaining valid until ninety (90) days after the published submission deadline date and time for receipt of tenders.

I/We understand that you are not bound to accept the lowest or any Tender you may receive.

I/We understand that ORE Catapult may reject my submission if there is a failure to provide all relevant information or if I provide false or misleading information.

I/We have provided a full list of all appendices used to identify additional information in our response.

I/We also declare that there is no conflict of interest in relation to ORE Catapults requirements.

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| **Registered /Legal Name of the Organisation, including any trading name:** |  |
| **Registered Company Address:** |  |
| **Telephone Number:** |  |
| **E-mail Address** |  |
| **Company Registration No:** |  |
| **Country of Registration:** |  |
| **VAT Number:** |  |
| **Signed:** |  |
| **Print name:** |  |
| **Position in company (e.g. Director, Partner, Principal, Company Secretary)** |  |
| **For and on behalf of:****(i.e. organisation’s name)** |  |
| **Dated:** |  |

 |  |

Digital signatures are acceptable.

Unsigned submissions will be regarded as a non-compliant application and may therefore be rejected.

**\*\*Please complete this form on your organisations letter headed paper \*\***

# **No Collusion Certificate**

**Contract Title Name : Synthetic Test and Unified Demonstration System**

**Contract Ref No : ORE/20/69**

The essence of selective tendering is that ORE Catapult shall receive bona fide competitive tenders from all organisations tendering. In recognition of this principle, I/we certify that this is a bona fide tender, intended to be competitive, and that I/we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person.

I/We hereby certify that this No Collusion Certificate has been signed by a person authorised to sign on behalf of the Company e.g. Director, Partner, Company Secretary.

I/We also certify that we have not done and I/we undertake that I/we will not do at any time before the returnable date for this tender any of the following acts:

(a) Communicating to any person the amount or approximate amount of the tender herewith submitted;

(b) Entering into any agreement or arrangement with any person that he /she shall refrain from tendering or as to the amount of any tender to be submitted; and

(c) Offering or paying or giving or agreeing to pay or give any sum of money or consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above.

In this certificate, the word "person" includes any persons and anybody or association, corporate or incorporate; and "any agreement or arrangement" includes any such transaction, formal or informal, whether legally binding or not.

I/We acknowledge that ORE Catapult will be entitled to cancel the Contract and to recover from me/us the amount of any loss resulting from such cancellation if I/we or our representatives (whether with our without my/our knowledge) shall have practiced collusion in tendering for this Contract with the Ore Catapult or shall employ any corrupt or illegal practices either in the obtaining or execution of this Contract with the ORE Catapult

|  |  |
| --- | --- |
| **Signed:** |  |
| **Print name:** |  |
| **Position in company:**(e.g. Director, Partner, Principal, Company Secretary) |  |
| **For and on behalf of:**(i.e. organisation’s name) |  |
| **Dated:** |  |

Digital signatures are acceptable.

Unsigned submissions will be regarded as a non-compliant application and may therefore be rejected.

# **Due Diligence**

4.1 The Due Diligence section is divided into the following three (3) parts and Tenderers must answer **ALL** questions in all parts. Failure to complete all questions may lead to your submission being deemed non-compliant and rejected in its entirety. For the avoidance of doubt, all questions shall be evaluated on a PASS/FAIL basis.

**Part 1 - Standard Selection Questionnaire – On Line**

4.2 The Standard Selection Questionnaire (“SQ”) is an on-line questionnaire via the e-procurement portal and is available along with the Tender documentation. The SQ is a self-declaration made by you (the Tenderer) 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 (“self-cleaning”).

4.3 Consequently we require **all** the organisations that you will rely on to meet the requirements of this procurement exercise to provide a completed SQ and the Declaration attached at Section 3 of the Due Diligence Questionnaire. 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).

4.4 The completed SQ will be saved on the e-procurement portal for future use on other tender opportunities i.e. you do not have to complete it for every tender. However, it is the responsibility of the Tenderer to ensure the answers to the SQ are kept up to date and are relevant to the requirements of the individual tender.

**Part 2 - Due Diligence Questionnaire – On Line**

4.5 The Due Diligence Questionnaire is also an on-line questionnaire and is available along with the Tender documentation.

4.6 Tenderers must also complete, sign and submit the Due Diligence Declaration attached at Section 3 of the on-line Due Diligence Questionnaire.

**Part 3 – Additional Due Diligence Questionnaire - below**

4.7 All information supplied **must** be relevant to the requirement of this procurement exercise. Failure to comply with this instruction may lead to your submission being deemed non-compliant and rejected in its entirety.

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| **4.7.1. Contract Examples** |
| Please provide details of up to three (3) 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 (3) years. The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided.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 Tenderer 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 |
|  | **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 |  |  |  |
|  |
| 4.7.1(b) | 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) |
|  |
| 4.7.1(c) | If you cannot provide at least one example for questions 4.8, in no more than five hundred (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. |
|  |
| **4.7.2 Technical and/or Professional Capability** |
| Please provide, as a separate appendix, information on the **relevant** professional qualifications and technical skills available within your organisation in relation to the requirements of this ITT. Your response shall **not** exceed this page plus one (1) other single page of A4, minimum font size of Corbel 11. The information you provide shall include, but not be limited to:* Organisational chart
* Details of professional memberships/accreditations;
* Person specifications or brief CV’s demonstrating **relevant** skills and professional qualifications held by individuals:

*Guidance:* *ORE Catapult will use the information you provide to evaluate whether your organisation, consortium members and/or named sub-contractors have the relevant professional and technical skills required in relation to this procurement exercise. At this stage staff are indicative only of the technical competence of the organisation; guarantees of the availability of certain staff and their allocation to fulfilling a potential contract will be evaluated in later rounds of the procurement exercise.*  |
|  |
| **4.7.3 Technical Resources** |
| Please provide a statement of the technical resources such as the tools (including design and calculation software along with trained operators), plant, facilities and technical equipment available to your organisation.*Guidance**ORE Catapult will use the information you provide to evaluate whether your organisation, consortium members and / or named sub-contractors have the relevant technical resources.* |
|  |

* 1. **Consequences of misrepresentation**

If you seriously misrepresent any factual information in filling in the due diligence questionnaire, and so induce ORE Catapult to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

* 1. **Documentary Evidence**

Any appointment to this Contract will be subject to the relevant documentary evidence, referred to in any part of the General Due Diligence Questionnaire, being provided upon request and without delay. If the documentary evidence is not provided ORE Catapult reserve the right to amend the contract decision and award to the next compliant Tenderer.

# **General Conditions of Contract**

5.1 ORE Catapult General Conditions of Contract are attached separately (Section 3).

5.2 Any caveats to the General Conditions of Contract must be red line items only, as all caveats will be evaluated as per the Evaluation Criteria, Section 6 of the ITT.

5.3 Requests to amend the General Conditions of Contract post Contract award will not be accepted.

|  |  |
| --- | --- |
| Does your organisation agree to the General Conditions of Contract as published in Section 3 of the ITT and has signed the Tender Declaration in para 5 above? | [ ]  Yes [ ]  No |

5.4 If you have answered ““No” to the above question, please submit, as a separate appendix, your proposed amendments to the General Conditions of Contract.

# **Technical Proposal**

6.1 Tenderers shall submit a Technical Proposal as a separate appendix based on the criteria detailed in the ITT, Section 6, Evaluation Criteria.

6.2 The technical proposal is to be structured in such a way that it is clear which section of the evaluation criteria is being answered, ideally by using the same headings or by listing the specific evaluation criteria, and highlighting the relevant section of the tender response.

# **Commercial Proposal**

7.1 Tenderers are required to detail their offer within the Section 7, Offer Worksheet. Please note that the Section 7, Offer Worksheet may contain multiple tabs/worksheets.

7.2 Tenderers shall also specify any other costs associated with the delivery of the Service, as claims for any additional costs, not stated in the Section 7, Offer Worksheet, will not be considered at a later date.

7.3 At a minimum, ORE Catapult encourages all of its suppliers to pay employees the ['Real Living Wage'](http://scottishlivingwage.org/what_is_the_living_wage).

7.4 Any obvious arithmetical errors will be rectified by the appropriate procurement specialist checking the tenders and the amount of tender shall be held to be the amount of the documents so rectified and the tenderer informed in writing of the corrected amount.

7.5 Where there is an obvious and genuine error in rates occurring, the tenderer will be given the opportunity of either confirming that they agree to their tender being considered with the error remaining or withdrawing their tender. Should the tenderer decide to withdraw their tender, it will not be considered for acceptance.

7.6 Expenses

7.6.1 For the avoidance of doubt all travel shall be carried out in full compliance with ORE Catapult Business Expenses Policy & Procedure, relevant extract is provided at Section 7. For the avoidance of doubt, suppliers shall be responsible for arranging and booking their own travel and accommodation. as necessary

7.6.2 Report writing etc. is considered to be from the suppliers base address and no expenses for travel/subsistence are payable for this portion of the Service. Report delivery is electronic only, so no expenses of publication or printing are envisaged.

# **Survey**

**Contract Title Name : Synthetic Test and Unified Demonstration System**

**Contract Ref No : ORE/20/69**

**Procurement Lead : Gillian Sharp**

We hope you enjoyed your Invitation to Tender experience! To help us better serve you, it would be appreciated if you would complete and return this survey with your submission. Thank you!

|  |  |
| --- | --- |
| **Tender Process** | **Strongly Strongly****disagree agree** |
| **1** | **2** | **3** | **4** | **5** | **6** |
| **1.** | Notification of the Invitation to Tender (“ITT”) was informative and provided sufficient information to allow me to make an informed decision. | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  |
| **3.** | The ITT documentation was well laid out and easy to navigate. | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  |
| **4.** | The ITT documentation contained clear and concise instructions on how to complete and submit a response. | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  |
| **5.** | The Scope of Works provided sufficient information to enable me to formulate a relevant response. | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  |
| **6.** | The Due Diligence Questionnaire was well laid out and easy to complete. | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  |
| **7.** | The Due Diligence Questionnaire was relevant to the requirements of the Tender. | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  |
| **8.** | The evaluation criteria was relevant to the requirement. | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  |
| **9.** | The commercial offer worksheet was well laid out and easy to complete. | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  |
| **10.** | Clarification questions were answered timeously and provided sufficient clarity. | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  |
| **11.** | Sufficient time was given to respond to the ITT. | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  |
| **12.** | It was easy to submit our response to ORE Catapult. | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  |
| **13.** | The ITT process by ORE Catapult was fair, open and transparent. | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  |
| **14.** | I would be happy to do business with ORE Catapult again? | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  |

**Contract Title Name : Synthetic Test and Unified Demonstration System**

**Contract Ref No : ORE/20/69**

**Procurement Lead : Gillian Sharp**

**Additional Comments**

Please add any additional comments which you think may help ORE Catapult improve their ITT process.

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| --- | --- |
| **Signed:** |  |
| **Print name:** |  |
| **Position in company:** |  |
| **For and on behalf of:**(i.e. organisation’s name) |  |
| **Dated:** |  |