**DRAFT ITT FOR INFORMATION ONLY**

Please note that this ITT document has only been provided at this stage to ensure candidates are fully aware of the scheme’s requirements, in accordance with The Public Contracts Regulations 2015.

**At this stage, candidates are to submit a response to the Selection Questionnaire (SQ) only.** Any response to the ITT requirements at this stage will be discarded.

A response to the ITT will only be sought from those candidates who are successful at the SQ stage.

![newcastle_master_blk[1]]()

Procurement Services

Finance & Planning

Newcastle University

2nd Floor South

Higham House

New Bridge Street West

Newcastle upon Tyne

NE1 8AF

22 January 2018

Dear Sirs,

**CONTRACT TITLE:** Campus Wide LED Retrofit

**CONTRACT REFERENCE:** NU/1226

You are hereby invited by Newcastle University to submit a tender for the above requirement.

Please find attached the following documents/Schedules within this tender package:

Section 1: Instructions for Tender Completion

Section 2: Commercial Specification

Section 3: Employer’s Requirements

Section 4: Declaration of Bona Fide Tender

Section 5: Form of Tender

Section 6: Tender Submission Checklist

Please check and read the contents of the tender package carefully, ensuring that you have all of the attachments described above. If you feel anything is missing please contact the signatory of this letter immediately.

Tender submissions should be made in accordance with the enclosed instructions**.**

The return date for tenders is no later than **12:00:00 on Monday 19 February 2018.**

It is our intention to complete our tender evaluation in such time that the contract for this work will be awarded by mid-March 2018.

I look forward to your response.

Yours Sincerely,

Michael McGill

Direct Tel: 0191 208 6680

Email: michael.mcgill@ncl.ac.uk

![newcastle_master_blk[1]]()

**PROCUREMENT SERVICES**

**INVITATION TO TENDER**

**CONTRACT TITLE:** Campus Wide LED Retrofit

**CONTRACT REFERENCE:** NU/1226

**TENDER RETURN BY:** 12:00:00 on Monday 19 February 2018.

**CONTENTS**

|  |  |  |  |
| --- | --- | --- | --- |
| **Section** | **Item** | **Description** | **Page** |
|  |  |  |  |
| 1 |  | Instructions for Tender Completion |  |
|  | 1 | Invitation to Tender | 4 |
|  | 2 | Tender Completion | 4 |
|  | 3 | Submission of Electronic Documents | 4 |
|  | 4 | Interpretations | 5 |
|  | 5 | The Composition of Your Tender | 5 |
|  | 6 | Communication During Tender Period | 5 |
|  | 7 | Collusion & Inducements | 6 |
|  | 8 | Tender Costs | 6 |
|  | 9 | Supplier Code of Conduct | 6 |
|  | 10 | Insurance | 6 |
|  | 11 | Freedom of Information Act 2000 | 6 |
|  | 12 | Sustainability | 7 |
|  |  |  |  |
| 2 |  | Commercial Specification |  |
|  | 1 | Preamble | 8 |
|  | 2 | Project Overview | 8 |
|  | 3 | Appointment | 8 |
|  | 4 | Construction Industry Scheme | 9 |
|  | 5 | Payment/Invoicing | 9 |
|  | 6 | Expenses and Disbursements | 10 |
|  | 7 | Statutory Fees | 10 |
|  | 8 | Contract Award Criteria | 10 |
|  | 9 | Evaluation Panel | 12 |
|  | 10 | Site Visit | 12 |
|  | 11 | Tender Assessment | 12 |
|  |  |  |  |
| 3 |  | Employer’s Requirements | 14 |
|  |  |  |  |
| 4 |  | Declaration of Bona Fide Tender | 15 |
|  |  |  |  |
| 5 |  | Offer of Agreement | 16 |
|  |  |  |  |
| 6 |  | Tender Submission Checklist | 17 |

**SECTION 1 INSTRUCTIONS FOR TENDER COMPLETION**

1. **Invitation to Tender**
	1. The University of Newcastle upon Tyne trading as Newcastle University (referred to hereinafter as the "University") invites you to submit a tender for the execution of the work and/or supply of the goods/services described in the accompanying documents.
2. **Tender Completion**
	1. Alterations - None of the documents may be altered by the candidate. Any modification which the candidate thinks is necessary is to be detailed in a separate letter accompanying the tender.
	2. Alternative offers to the Terms and Conditions, Payments schedule, or a reduction in the scope of supply will not be accepted.
	3. Part Tendering - Part tendering is not permitted.
	4. Submission of Prices - The prices quoted should be firm and fixed prices inclusive of all costs, charges, delivery and installation costs, taxes, customs, duties and other public dues except VAT and should include all travel, subsistence, and any other chargeable expenses to the University and should be in Sterling unless otherwise stated in the tender.
	5. Acceptance - The tender should remain open for a period of three calendar months from the date for submission.
	6. All enquiries and questions regarding this tender should be submitted through the University‘s, e-tendering system, Pro Contract.
3. **Submission of Electronic Documents**
	1. The University will only accept documents for tender that are placed on our e-tendering system (Pro Contract). Proposals must be received electronically unless explicitly stated otherwise in the Invitation to tender, or agreed in writing, in advance of the closing time, with the University’s Purchasing Services Office.
	2. A tender lodged electronically is deemed for all purposes to be the true and legal version, in writing, duly authorised and duly executed by the candidate and intended to have binding legal effect. Electronic signatures are unnecessary due to the security built into the system.
	3. Tender submissions including all documents required with the submission must be received in full prior to the ‘Respond By’ time stated in the ‘Submission Information’ in the Pro Contract e-tendering System (including any supporting documents which it has been agreed can be submitted manually). This includes documents requested in any OJEU notices. **Tender’s submitted after the ‘Respond By’ will not be considered.**
	4. Immediately prior to submitting a tender electronically the candidate must check the electronic files making up the tender for viruses using fully current virus checking software and must remove all viruses from the files.
	5. If the electronic files containing the tender are corrupt, contain a virus or are unreadable for any reason, the tender will not be considered.
	6. Candidates acknowledge and accept the following in respect of electronically transmitted tenders:
		1. 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;
		2. The University shall not be liable or responsible for the loss, damage, destruction or corruption of any tender, however caused;
		3. The University may not discover any corruption or unreadable files submitted via Pro Contract until after the tender closing time;
		4. Faults in the candidate’s system are not the responsibility of the University and no extension to the closing time will be made;
		5. The Server Clock displayed within the Pro Contract e-tendering system shall govern the time.
4. **Interpretations**
	1. As used in this Invitation To Tender:
		1. the terms and expressions set out in the Invitation To Tender shall have the meaning ascribed therein;
		2. the masculine includes the feminine and the neuter; and
		3. the singular includes the plural and vice versa.
	2. Headings are included in this Invitation to Tender for ease of reference only and shall not affect the interpretation or construction of the Invitation to Tender.
	3. References to Items, Clauses, Sections and Schedules are, unless otherwise provided, references to Items, Clauses, Sections and Schedules in this Invitation to Tender.
5. **The Composition of Your Tender**
	1. Your response to this ITT shall consist of:
		1. The Qualitative Element: You are required to provide a response to all requirements detailed in this Invitation to Tender document, with particular focus given to the tender evaluation criteria.
		2. The Pricing Element: You must price for all the goods/works/services specified and complete the pricing schedule contained in this document.
		3. Completion of the Form of Tender and Certificate of Bona Fide Tender.
	2. The information supplied will be checked for completeness and compliance before being evaluated. Failure to furnish the required information, or make a satisfactory response to any question, or supply documentation referred to in responses, or respond within the specified timescale, may mean that the tender is deemed noncompliant.
6. **Communication During Tender Period**
	1. Should you wish to raise any questions during this tender process, you must submit them via the Pro Contract e-tendering system. A written response will be given. No response will be given via telephone and any attempts to contact any other members of the project team may prevent your submitted proposal from being considered. Generally, the answers to all queries will be communicated to all candidates unless the query raised is of a commercially confidential nature.
	2. Please note, to ensure that the project team have an opportunity to respond to all clarifications in sufficient time to allow all candidates to consider the response for their proposal, the deadline for all clarifications to be submitted will be at least one week prior to the tender submission deadline. All queries must therefore be submitted by **12:00 on 12 February 2018**. Any queries submitted after this date won't be answered.
7. **Collusion & Inducements**
	1. Please note that Section 4 contains a ‘Certificate of Bona-Fide Tendering’. Any breach of any of the undertakings listed will invalidate your tender.
	2. Offering an inducement of any kind in relation to obtaining this or any other contract with the University will disqualify your tender from being considered and may constitute a criminal offence.
8. **Tender Costs**
	1. The University shall not be responsible for the payment of any costs or expenses incurred by Candidates in the preparation/submission of offers.
9. **Supplier Code of Conduct and Modern Slavery**
	1. The University requests candidates to abide by our Supplier Code of Conduct which can be found at: <http://www.ncl.ac.uk/procurement> . Candidates should include information within their tender submission as to how they can demonstrate compliance with this Code including details of your Policy / Policies covering Equal Opportunities / Race Equality / Disability Discrimination.
	2. All Suppliers/Contractors to the University must have in place an equal opportunities and diversity policy to ensure its human resources policies and procedures are fair and ethical and comply in particular with, but without any limitation thereto, the Equality Act 2010 and the Modern Slavery Act 2015.
	3. Any candidate including their subsidiaries and/associates who is found guilty of any offence relating to Modern Slavery will be automatically excluded from the tender process and will have any contract awarded to them by the University immediately terminated without compensation.
10. **Insurance**
	1. Candidates should provide copies of any appropriate Insurance Certificates e.g. Professional Indemnity, Public Liability Insurance, Employers Liability Insurance, All Risks Insurance etc. with their submission, in accordance with the requirements described in Section 3.
11. **Freedom of Information Act 2000**
	1. The University is committed to meeting its responsibilities under the Freedom of Information Act 2000 (referred to hereinafter as the “FOIA”).
	2. Accordingly, all information submitted to the University may need to be disclosed and/or published. If you consider that any of the information included in your tender would give rise to an actionable breach of confidence and/or would prejudice your commercial interests, and/or constitute trade secrets (“commercially sensitive”) please identify it and explain (in broad terms) what harm might result from the disclosure and/or publication.
	3. The University shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information and/or any other Information:
		1. is exempt from disclosure in accordance with the provisions of the FOIA, and
		2. is to be disclosed in response to a Request for Information.
	4. You acknowledge that the University may, acting in accordance with the FOIA, decide to disclose Information:-
		1. without consultation, or
		2. following consultation and having taken your views into account.
12. **Sustainability**
	1. The University is committed to playing a lead role promoting sustainability as part of its civic responsibility.
	2. The University strives to achieve the highest ethical standards in all areas of its activities. Therefore the University is committed to buying, supporting, using and promoting fairly traded goods wherever possible in keeping with its fair trade status.
	3. The University’s Sustainable Purchasing Policy is available from:

 <http://www.ncl.ac.uk/procurement/Policies.htm>

* 1. In order to identify opportunities to improve contract performance and to minimise the sustainability impact of the University’s activities candidates should provide any information they can to show how they can support these objectives, e.g.:
		1. able to provide or developing a life cycle assessment of the sustainability risks/impacts of products or services as defined by ISO14040 and ISO14044 and capabilities to address these consequences throughout the supply chain.
		2. use of environmental management systems or tools.
		3. relevant accreditations.
		4. engagement in relevant industry initiatives, etc.
		5. steps taken to maximise recycled content of products and the recycling of materials at the end of the products life; and
		6. any steps taken to reduce impact from deliveries and travelling to site for maintenance/servicing.

**SECTION 2 COMMERCIAL SPECIFICATION**

1. **Preamble**
	1. Newcastle University can trace its origins to a School of Medicine and Surgery, established in Newcastle upon Tyne in 1834. As one of the UK's leading universities, our reputation rests on the quality of our teaching, our outstanding research, and our work with the regional and local community, businesses and industry.
	2. We aim to:-
		1. Be a world-class research intensive university;
		2. Deliver teaching and facilitate learning of the highest quality;
		3. Play a leading role in the economic, social and cultural development of the North East of England.
	3. The University employs almost 6,000 staff, with over 26,000 students studying from over 200 undergraduate degree programmes. Teaching and research are delivered in 3 faculties:-
		1. Humanities and Social Sciences (HaSS)
		2. Medical Sciences
		3. Science, Agriculture and Engineering (SAgE)
	4. The University strives to achieve the highest ethical standards in all areas of its activities. Therefore the University is committed to buying, supporting, using and promoting fairly traded goods wherever possible in keeping with its fair trade status.
	5. Further information about the University is available from our website at: [www.ncl.ac.uk](http://www.ncl.ac.uk).
2. **Project Overview**
	1. Continuing the success of the Salix funded LED retrofit pilot projects with the Agriculture, Percy and Drummond Buildings, the intention now is to roll the retrofit project campus wide.
	2. This scheme will be part funded by a Salix Finance grant.
	3. The project will include:
	* Survey each building.
	* Select suitable LED replacement and/ or controls
	* Install new LED fittings – 35 buildings over 3 years to complete entire University
	* Test and inspection of each completed building.
	* Make good (replace ceiling tiles etc)
	1. Full details of this scheme can be found in Section 3 of this document.
3. **Appointment**
	1. Newcastle University is under no obligation to award the tender to the lowest bid or to any candidate.
	2. The competition to provide the required goods/works/services to Newcastle University will be carried out as per the process described within this tender document.
	3. The tender process will be conducted to ensure that tenders are evaluated fairly to ascertain the most economically advantageous offer.
	4. Your response to our requirement will be evaluated in accordance with the criteria described in item 8 below.
	5. The requirements of this contract shall be carried out and completed under the JCT Minor Works Building Contract 2016.
4. **Construction Industry Scheme**
	1. The University is a 'contractor' for the purposes of the Construction Industry Scheme
	2. Should your tender be potentially acceptable you will be asked before the contract is let to produce your Tax Certificate (or a certifying document) unless it has already been produced in connection with another current contract with the University.
	3. The University keeps a record of all payments to contractors required under the Construction Industry Scheme for the information of the Inland Revenue.
	4. Candidates are reminded that they are required to check the Tax Certificates or certifying document or Registration Cards of subcontractors they employ (including any nominated subcontractor) and to deduct tax as necessary and to comply in all respects with the Construction Industry Scheme.
5. **Payment/Invoicing**
	1. Following the award of the tender the University will send a purchase order to the successful candidate. The purchase order will state a 10 digit University Purchase Order number beginning “42” which the Supplier must state on any invoice submitted to the University. The University operates a policy of “No Purchase Order No Pay” and will return all invoices to the Suppler which do not conform to this policy.
	2. All invoices should be sent to the following address:

Newcastle University

PO Box 268

Sheffield

S98 1QY

or: As an attachment to an email, sent to: nu-invoices@parseq.com

* 1. Please note that Zip files cannot be accepted, and this address is for invoices only and should not be used as a delivery address for goods ordered or invoice enquiries.  Also, please be aware that these addresses may change over the term of the Contract.
	2. Where the Contractor submits an invoice to the University in accordance with this item 5, the University will consider and verify that invoice in a timely fashion.
	3. The University shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the University has determined that the invoice is valid and undisputed
	4. Where the University fails to comply with item 5.4 and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of item 5.5 after a reasonable time has passed.
	5. Where the Contractor enters into a Sub-Contract, the Contractor shall include in that Sub-Contract:
		1. Provisions having the same effect as items ; and
		2. A provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as items 5.4-5.6 above.
		3. In item 5.7, “Sub-Contract” means a contract between two or more contractors, at any stage of remoteness from the University in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of any contract that arises from this tendering exercise.
	6. Suppliers tendering from outside of the European Union should tender on the basis of ICC Incoterms 2010 Delivered Duty Paid (DDP) to the University.
1. **Expenses and Disbursements**
	1. All expenses, including but not limited to those listed below shall be deemed to be included within the candidate’s submitted fee bid entered in the tender sheet:
		1. All travel expenses and subsistence.
		2. The provision of technical staff and staff engaged in secretarial, accountancy, administrative or other supporting duties including basic salary and any addition payment or benefits and social costs such as insurances and pension payments
		3. Overheads and profit (general overheads and profit, office expenses (including rental and heating), non-recoverable staff time and administrative staff who are not chargeable).
		4. Postage, delivery of documents, telephone calls and similar incidental expenses.
	2. No additional payment will become due and payable in respect of exceptional expenses which shall include air travel, associated hotel and subsistence costs unless they have been approved in writing by the University’s Representative prior to expenditure.
2. **Statutory Fees**
	1. Newcastle University will pay all statutory fees regarding applications under Planning, Building Control and any other Statutory Requirements.
3. **Contract Award Criteria**
	1. Tenders will be assessed on the basis of both quality and price with a view to determining the most economically advantageous offer.
	2. This section details all information that the candidates are asked to include in their proposal. It would be appreciated if the format of your response followed the items listed in this section. When providing a response to the items below, candidates should take into account the information provided in Section 3 of this Invitation to Tender document. Each item in this section will be assessed in accordance with the criteria and scoring methodology detailed in tables A and B of item 10 below.
	3. This scheme involves the LED retrofit of 35 buildings on the Newcastle University campus, over the next 3 years. All buildings have been surveyed and the details for each building have been provided in the LED Campus Building Schedule.

We realise that due to advances in the equipment there is scope to revise/improve current designs and layouts in each of the buildings and the appointed Contractor will be expected to survey all buildings with a view to revising current designs to make them as efficient as possible.

It was deemed impractical to expect all candidates to survey all 35 buildings as part of this tender exercise. Ability to review and revise the designs is however a key element of this scheme. For this reason, candidates are asked to survey two buildings from the year one programme (Cassie and the Old Library buildings) and propose possible revisions/improvements to the current layouts. Your approach to these two buildings will form the basis of the General Selection Criteria for this tender evaluation.

**General Selection Criteria**

* + 1. **Scheme Delivery Methodology**

The candidate shall describe how they intend to execute the project. Your submission should focus on the following:

* Contract Management. General management of the three year contract, including Client liaison, performance management and management information reporting;
* A clear, scheme specific method statement for planning each phase of the works;
	+ - A clear, scheme specific method statement for carrying out the identified, first phase of the works (buildings: Cassie and the Old Library), including:
* A detailed programme for each of the above three mentioned buildings;
* Site Setup proposals;
* Managing Contractor and sub-contractor parking;
* Specific method statements associated with the management of deliveries;
* How security will be maintained throughout.
* How access for staff and students will be maintained throughout.
* Proposals for managing Health and Safety.
* Waste management
* Proposals for managing quality throughout the duration of the contract;
* Full details of your proposed supply chain for this scheme;
	+ 1. **Proposed Team and Organogram**

Please provide your proposed organisational and management structure to deliver this scheme.

Please provide full details of your proposed site based team, including specific details of the experience each individual has, working on projects of a similar scale and nature to this scheme, including but not limited to Site Foreman/Manager and delivery team and any/all proposed subcontractors.

**Financial Selection Criteria**

As part of the tender submission response candidates must submit the following:

* + 1. **Compliant Bid.**

 To ensure consideration of your tender, the candidate shall submit a clean unqualified and compliant tender in accordance with all tender information released.

* + 1. **Fully completed Cost Schedule.**

Your financial submission must include the completion of all categories detailed within the Section 3 Cost Schedule. Candidates are asked to provide a full cost breakdown. Failure to provide this will prevent your proposal from being considered.

The appointment of the Contractor will be made on the basis of the total cost to refurbish all 35 buildings, as per the instructions and assumptions stated in the attached Cost Schedule.

1. **Evaluation Panel**
	1. A panel will assess the technical and commercial aspects of each tender submission.
	2. The Evaluation Panel will consist of members from the University’s Procurement and Estates Support Services (ESS) Departments and selected senior members of the University.
	3. Submissions will be awarded marks, based on the tender score criteria in Table A, against the aspects described in Table B.
	4. An appraisal of the costs submitted will be undertaken and candidates will be asked to explain any anomalies in the costs offered.
	5. The Tender is invited on the basis of fixed prices and no claims in respect of increased cost of labour or materials will be entertained, except in accordance with the Contract.
	6. The University reserves the right to decline to make any contract award as a result of this tender. If and when a Tender is accepted, written notification will be sent to each of the candidates, through Pro Contract.
2. **Site Visit**
	1. To ensure full understanding of the requirements and to carry out the necessary surveys on Cassie and the Old Library buildings, candidates are invited to visit the site for this project.
	2. If you wish to conduct a site visit, please make your request via the Pro Contract e-tendering system and an appropriate date will be arranged with a representative from our ESS department. Please ensure sufficient notice is provided as late requests may not be able to be accommodated.
3. **Tender Assessment**
	1. All bids will be evaluated with a view to determining the most economically advantageous offer, having regard to the criteria described in tables A and B below.
	2. The evaluation panel will agree each awarded score and then weighted accordingly. The criteria will be applied to each team’s submission in its entirety.
	3. Tenders will be evaluated both technically and financially. Candidates are to note, an appointment will not necessarily be made on the basis of the lowest tender offer, but on the criteria stipulated within this Section. The award of contract will be based on the most economically advantageous tender to the Client in terms of the criteria.

Table A - Tender Score Criteria

|  |  |
| --- | --- |
| **General Selection Criteria** | **SCORE** |
| Deficient | The response does not provide sufficient detail for evaluation. | 0 - 1 |
| Unsatisfactory | The response does not adequately address the stated requirements in respect of the project and the criterion being scored. | 2 - 3 |
| Poor | The response or information provided falls below the normal requirement/expectation in respect of the project and the criterion being scored. | 4 – 5 |
| Satisfactory | The response or information provided is acceptable and meets the normal requirement/expectation in respect of the project and the criterion being scored. | 6 – 7 |
| Good | The response or information provided exceeds the normal expectation and was considered to be better than satisfactory. | 8 - 9 |
| Exemplary | The response or information provided is exceptional or exemplary in relation to the project and criterion being scored. | 10 |
| Each of the criteria in Table B below will be awarded a score from 0 to 10, as per the above and that score will be weighted accordingly.Example

|  |  |  |  |
| --- | --- | --- | --- |
| **Technical Criteria** | **Score** | **Factor** | **Total** |
| Delivery Methodology | 10 | x 3.0 | 30 |
| Proposed Team | 10 | x 2.0 | 20 |
|  |  |  |  |

 |
| **Financial Selection Criteria** |
| The tender sum will be the **GRAND TOTAL** as you have provided in the submission. The Candidates overall financial offer shall be assessed in accordance with the following methodology:

|  |  |  |  |
| --- | --- | --- | --- |
| **Scoring Methodology** | **Score** | **Factor** | **Total** |
| Lowest compliant tender offer | 100 | x 0.5 | 50 |
| Difference in price | -1 | x 0.5 | -0.5 |

ExampleTender 1 = £100,000 = 100 x 0.5 = 50.00 marksTender 2 = £120,000 = (100/120,000) x 100,000 = 83.3 x 0.5 = 41.67 marksTender 3 = £150,000 = (100/150,000) x 100,000 = 66.7 x 0.5 = 33.33 marksLowest Possible Mark = 0 marks |

Table B – Tender Criteria

|  |  |
| --- | --- |
| **General Selection Criteria** (A detailed explanation of each item and what is required can be found from item 8.2.5 to 8.2.6 above.) | **Weighting (%)** |
| Scheme Delivery Methodology | 60 | 50 |
| Proposed Team | 40 |
| **Financial Criteria** (as detailed in 8.2.6 and 8.2.7 above) |  |  |
| Financial proposal: | 100 | 50 |
| Total |  | 100 |

**SECTION 3 Employer’s Requirements**

The following documentation has been provided as separate attachments:

|  |  |
| --- | --- |
| A | Specification |
| B | LED Campus Building Schedule |
| C | Cost Schedule |

**SECTION 4 DECLARATION OF BONA FIDE TENDER**

**Project Ref: NU/1226**

I offer to provide the services/works as outlined in this invitation to tender.

I understand that Newcastle University is under no obligation to award the tender to the lowest bid or to any candidate.

The essence of competitive tendering is that the University shall receive bona fide competitive tenders from all companies tendering.

In recognition of this principle, we declare that this is a bona fide tender, intended to be competitive and that 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.

We further declare that we have not done and we undertake that we will not do any of the following acts:

(a) communicate with a person, other than the person calling for this tender or the University’s Co-ordinating Officer, the amount or approximate amount of the proposed tender.

(b) entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender submitted; or

(c) offer to pay or give, or agree to pay or give, any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or have caused to be done in relation to any other tender or proposed tender for the requirement any act or thing of the sort described above.

In this declaration the word “persons” includes any person and any body or association, corporate or incorporate. The words “agreement or arrangement” include any such transaction, formal or informal, whether legally binding or not.

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For and on behalf of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SECTION 5 FORM OF TENDER**

**Project Ref: NU/1226**

**BONE FIDE COMPLIANT TENDER**

I/We having read the Conditions of Contract and Tender Documents delivered to me/us and having examined the drawings referred to therein and having assessed and made the necessary financial allowances for the Works in terms of their impact of the Health and Safety at Work Guidance for Contractors and the Health and Safety Plan Document, do hereby offer to execute and complete in accordance with the Conditions of Contract the whole of the Works described for the lump sum price of:

.......................................................................................................... pounds,

£\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I/We agree that should obvious errors in pricing or errors in arithmetic be discovered before acceptance of this offer in the priced documents submitted by me/us, these errors will be corrected in accordance with Alternative 2 contained in the ”JCT Practice Note 6 (series 2) Main Contract Tendering”.

This tender remains open for consideration for not less than 3 months from the date fixed for the submission or lodgement of tenders.

Dated this .............................................................. day of ........................................... 2018

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name in Block Capitals: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SECTION 6 TENDER SUBMISSION CHECKLIST**

Candidates should ensure that the following items are included in their submitted proposal:

1. Confirmation that you fully accept the requirements contained in this Invitation to Tender document;
2. A detailed response that takes into account all requirements described in the evaluation criteria contained in Section 2 and the Technical Specification contained in Section 3;
3. A fully completed Cost Schedule (Section 3);
4. Evidence that satisfies item 9 of Section 1 – Supplier Code of Conduct;
5. Evidence that satisfies item 12 of Section 1 – Sustainability;
6. Declaration of Bona Fide Tender (Section 4);
7. Form of Tender (Section 5).

The submission should be returned electronically as detailed in Section 1 of this document.

Candidates are reminded that late submissions will not be considered. It is the candidate’s responsibility to ensure that the complete tender is received by Newcastle University before the deadline.

Problems with email accounts, servers, scanners etc. can and do occur, candidates are advised to allow themselves plenty of time before the deadline to send the completed tender document to Newcastle University.