

MET OFFICE TENDER INSTRUCTIONS AND CONDITIONS

FOR

DN583321 – Provision of Global Navigation Satellite System (GNSS) Antenna & Receiver's

Met Office Procurement Lead

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All communications regarding this Tender must be submitted via the Met Office Supplier Portal:

<https://procontract.due-north.com/Login>

If you cannot access the portal for any reason, please contact the Procurement Lead directly.

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1 Scope of Contract

You are invited to submit a Tender to supply the following:

Provision of Global Navigation Satellite System (GNSS) Antenna & Receiver's

Offers are to be received by Met Office Procurement in accordance with the Specification and Terms and Conditions contained within the Tender pack, and all other documents forming the contract.

2 Instructions to Bidder

Please read all the documents included in the Tender Pack before completing your return. The information you disclose in the schedule responses will be used for evaluation purposes, except where indicated otherwise.

- 2.1 **Clarifications:** If you need to clarify any aspect of the contents of the Tender pack, please submit your questions via the [Met Office e-Tendering portal](#). All questions will be responded to and made public to all Bidders via the portal unless they are agreed as commercially confidential with the Bidder raising the point of clarification. The identity of Bidders raising any questions will remain confidential.

The deadline for submitting clarification questions is **12:00 on Friday 17 December 2021**.

- 2.2 **Question responses:** This Invitation to Tender must be fully completed even if you have previously submitted information. It is not sufficient to cross-refer to previous responses.

Please answer all appropriate questions. You may continue on a separate sheet where necessary, but any information exceeding the maximum response length (if stated) will be disregarded. Your replies (including any supporting documentation) must be clearly referenced.

- 2.3 **Bid Submission Deadline:** A copy of the Tender document must be submitted **no later than 12:00 on Friday 21 January 2022** via the Met Office Portal:

<https://procontract.due-north.com/Login>

- 2.4 **Submission to Met Office:** Tenders uploaded after the time stated or not properly completed may be disregarded. Tenders are submitted at the Bidder's risk and the Met Office is not liable for any costs incurred by the Bidder or for non-receipt of a bid.

3 Contents of Tender Pack

The following table outlines the documents that make up the Tender Pack. All documents **MUST** be read by the Bidder. Documents that require completion by the Bidder are also highlighted.

	DOCUMENT FILE NAME	OVERVIEW OF CONTENTS	COMPLETION BY BIDDER REQUIRED
1.	Cover Letter.pdf	Cover letter to Bidders	NO
2.	Tender Instructions and Conditions.pdf	Critical instructions and conditions governing the Tender.	NO
3.	Tender Specification and Evaluation Information.pdf	Details of the specification and evaluation criteria including background information on the Met Office, the strategic aims of the tender and an indicative timetable for the tender process.	NO
4.	Terms and Conditions of Contract.pdf	Terms and Conditions that will apply to any contract resulting from the Tender process.	NO
5.	Commercial Questions	For the Bidder to provide commercial information regarding their organisation.	YES
6.	Technical Specification Questions	For the Bidder to respond to questions about their organisation and how they propose to meet the Tender Specification.	YES
7.	Pricing Schedule	For the Bidder to detail the pricing element of their proposal	YES
8.	Declarations	Confirmation of acceptance of conditions of Tender and status of bidding organisation.	YES

4 Conditions of Tender

- 4.1 **Conditions:** The contract shall be subject to the Authority's Standard Conditions of Contract. Wherever special conditions of contract are contained in the invitation to Tender, the contract shall be subject to those special conditions in addition to the Standard Conditions of Contract, and where those special conditions are inconsistent with the Authority's Standard Conditions of Contract, the special conditions shall prevail. Offers by bidders made subject to additional or alternative conditions may not be considered and may be rejected on the grounds of such conditions alone.
- 4.2 **Acceptance of Tenders:** The Authority does not bind itself to accept the lowest or any Tender and reserves the right to accept a Tender either in whole or in part, for such item or items specified in the invitation to Tender, and for such place or places of delivery as it thinks fit, each item and establishment being for this purpose considered as Tendered for separately.

5 Price

In order to facilitate the comparison of Tenders, the prices quoted for the goods and/or services must be calculated in accordance with the definition of price included in the Conditions of Contract.

6 Orders for Parts of the Tender

The Authority reserves the right, **unless you expressly stipulate to the contrary in your Tender**, to order some or all of the goods and/or services stated in the Specification.

7 Alternative Conditions

You must comply with the notices and instructions set out in this form and the accompanying Conditions of Contract. Offers made subject to additional or alternative conditions may not be considered and may be rejected on the grounds of such conditions alone.

8 Completion of Tenders

- 8.1 **Quantities:** In the event of an item appearing more than once in the attached Specification whether separately or as part of an assembly, you are requested to quote on the basis of the total quantity of that item.
- 8.2 **Tender Contents:** Bidders should ensure that the content of their Tender documentation is clear and comprehensive as it will provide the single source of information on which bids will be evaluated.
- 8.3 **Documentation:** All attachments or must be clearly named with a descriptor relevant to the document contents and using the prefixes provided by the Met Office where applicable. Tender documentation must be presented in a form which will allow the Authority to produce copies for evaluation purposes.
- 8.4 **Word Limits:** Where provided, word limits must not be exceeded, and the Met Office reserves the right to disregard any responses that do not adhere to the limits applied.

9 Tenders for Selected Goods or Services

Tenders need not necessarily be for all the goods or services listed in the Specification. The words “No Tender” should be inserted in the price column against items for which no offer is made.

10 Suppliers' costs

The Met Office reserves the right to discontinue the procurement process at any time, which shall include the right not to award a framework or contract and does not bind itself to accept the lowest Tender, or any Tender received, and reserves the right to award the framework or contract in part, or to call for new Tenders should it consider this necessary.

The Met Office shall not be liable for any costs or expenses incurred by any candidate or bidder in connection with the completion and return of the information requested in a Contract Notice, or in the completion or submission of any Tender.

11 ITT Material

- 11.1 ITT Material means information (including drawings, handbooks, manuals, instructions, specifications, and notes of pre-Tender clarification meetings, in whatever form or medium), patterns and samples,

issued to you by the Authority, or to which you have been given access, for the purposes of this ITT. ITT Material remains the property of the Authority or other owners and is released solely for the purpose of Tendering. You shall notify Procurement without delay if any additional ITT Material is required for the purpose of Tendering.

- 11.2 Return of ITT Material:** In the event that a recipient of ITT Material decides not to participate in the submission of a Tender, the ITT Material shall be destroyed without delay. If a Tender is submitted to the Authority, the ITT Material may be retained by you until the result of the competition is known. In the event that your bid is unsuccessful the ITT Material shall be destroyed without delay.
- 11.3 Intellectual Property Rights in ITT Material:** The Intellectual Property Rights in ITT Material may belong to the Authority or a third party. The ITT Material may only be used for the purpose of responding to this ITT and shall not be copied or disclosed to anyone other than your employees involved in the preparation of the Tender, without the prior written approval of the Authority. The Authority, or the third-party owner may suffer damage for which compensation may be sought from you, if you disclose the ITT Material other than to employees involved in the Tender preparation or use the ITT Material other than for the purpose of Tendering.
- 11.4 Confidentiality Agreements:** Some or all of the ITT Material issued in connection with this ITT may already be the subject of Confidentiality Agreements. The provisions of such Agreements are in addition to, and not in substitution for, any obligations arising from receipt of or access to ITT Material under the terms of this ITT, and the provisions of 11.1, 11.2 and 11.3 above.

12 Samples

Where it is indicated that samples may be required for evaluation, you must be prepared to submit them without charge. Samples should be clearly labelled with the following particulars:

- a) The Bidders name and address.
- b) The Tender number and due date for return of Tender and,
- c) Description and item number as shown in the Specification.

13 Notification of Inventions, Patent or Registered Design

In your Tender you shall notify the Authority of:

- a) Any invention or design the subject of, or application for, Patent or Registered Design rights of which you are aware is owned by a third party and which appears to be relevant to this ITT;
 - i. Whether you are subject to any restriction (including any export requirement or restriction) as to the disclosure or use or obligation to make payments in respect of any other intellectual property (including technical information) required for the purpose of any contract arising from this ITT;
 - ii. Any allegation of infringement of intellectual property rights made against you which could affect the performance of any contract arising from this ITT;

- iii. Any patent or registered design, or application for, owned or controlled by you which appears relevant to the requirement in this ITT, and us of which by the Authority may give rise to a claim under Sections 55 and 56 of the Patents Act 1977, or Section 12 of the Registered Designs Act 1949.
- b) You shall at the request of the Authority provide particulars of every restriction and obligation referred to in sub-para. 13(a)(ii).

14 Consultation with Credit Reference Agencies

The Authority may consult credit reference agencies to assess the creditworthiness of a client/supplier. Information on creditworthiness may be used by the Authority to support and influence decisions to enter into business with a client/supplier.

15 Status of Information

Although every care has been taken in preparing this ITT with information obtained from sources considered to be reliable, it has not been independently verified by the Met Office, or its employees, agents or advisers (each a "Connected Person") and no representation, warranty or undertaking, express or implied is made, and no responsibility or liability (including for negligence) will be accepted by the Met Office or any Connected Person as to the accuracy or completeness of this ITT or any other written or oral information made available to any Bidder or its advisers. It should not be assumed that any information contained in this ITT will remain unchanged after the date hereof. Neither the Met Office nor any Connected Person shall be liable for any loss or damage as a result of reliance on this ITT or any other information provided to Bidders.

Information provided by the Met Office or Connected Persons to interested parties will be given in good faith, but Bidders will have to make their own investigations and interpretations as to its veracity, and no liability will be accepted by the Met Office or any Connected Persons for the accuracy or completeness (whether or not within this ITT).

Nothing in this ITT excludes or limits the liability of the Met Office or any Connected Person for fraudulent misrepresentation or death or personal injury caused by the negligence of the Met Office or any Connected Person.

16 Retention of Records

Bidders' documents will only be kept for the time period as described under the Government Data Protection Regulations and in line with Met Office Policy.