

UHI | SHETLAND

INVITATION TO TENDER (ITT)

**TENDER FOR: ARCHITECT, ENGINEERING AND PROFESSIONAL SERVICES FOR UHI SHETLAND
CAMPUS REDEVELOPMENT PROJECT**

TENDER REFERENCE: CRPPAH001

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SECTION 1: GENERAL TENDER INFORMATION

GLOSSARY

The following words and expressions used within this Invitation To Tender (except Appendix F: Scottish Conditions of Appointment of an Architect) shall have the following meanings (to be interpreted in the singular or plural as the context requires):

TERM	MEANING
“University”	means the University of the Highlands and Islands Shetland.
“e-Tendering System”	means the online portal used for conducting this ITT. This is called Public Contracts Scotland (PCS).
“Conditions of Tender”	means the Terms and Conditions set out in this ITT relating to the submission of a Tender.
“Contractor”	means the successful Tenderer who will be party to the Contract responsible for supplying the goods and/or services.
“Invitation to Tender” or “ITT”	means this Invitation to Tender (ITT) document and all related documents published by the University and made available to Tenderers.
“Regulations”	means The Public Contracts (Scotland) Regulations 2015, Procurement Reform (Scotland) Act 2014, and The Procurement (Scotland) Regulations 2016.
Tender Response(s), or “ITT Response”	means a Tenderer’s formal offer in response to this ITT
“Tenderers”	means the organisations responding to this ITT.

1. General

The University is seeking to appoint a contract for the provision of an architect and relevant professionals to provide architectural, engineering, Quantity Surveying, and other professional services (RIBA Stage 4-6) in relation to their proposed Campus Redevelopment project.

The University is advertising the ITT on an e-Tendering System for this procurement exercise. The system is called Public Contract Scotland (PCS). The ITT documents are available freely in electronic form from the Universities’ website which can be accessed via your web browser. No hard copies will be available or accepted.

This ITT is being carried out in accordance with the open procedure as set out in the Regulations; the Procurement Reform (Scotland) Act 2014.

Tenderers are required to complete Appendix A to F in accordance with the instructions in this ITT and relevant Appendices, and email their completed documents to the University using the email address Stephen.Martin@uhi.ac.uk. Files should be zipped into one package and sent as instructed in this ITT.

The information contained in the ITT is designed to ensure that completed Tender Responses are given equal and fair consideration. It is important that Tenderers provide all the information asked for in the format and order specified.

Tenderers should read the ITT carefully before submitting a Tender Response. Failure to comply with the instructions for completion and submission of a Tender Response may result in elimination from the procurement exercise.

2. Proposed Timetable

PROCUREMENT ACTIVITY	DATE
Issue ITT	25 March 2024
Physical Site Tour for potential Tenderers	09:30 Hours on 9 April 2024
Publication of information, questions and answers provided during Site Tour	10 April 2024
Deadline for clarification questions from Tenderers	12:00 hours 12 April 2024
Deadline for University to respond to clarification questions	19 April 2024
Deadline for Tender Response	12:00 hours 26 April 2020
Evaluation of Tenders	29 April to 10 May 2024
Clarification Meeting (if required)	14 May 2024
Contract Award	w/c 20 May 2024
Commencement of Contract	27 May 2024

The proposed timetable is only a guideline. The University reserves the right to make any changes it deems necessary to the proposed timetable.

3. Duration of Contract

It is currently scheduled for the construction work on Port Arthur House to be completed by May 2025. The contract duration will be from award to the completion of constructions sign-off.

4. Clarifications regarding the Invitation To Tender

All communications from Tenderers during the procurement exercise must be undertaken using emails sent to Stephen.Maritn@uhi.ac.uk. All emails should be sent with the Subject line Architect ITT. No other method will be accepted.

Any request for clarification about the procurement exercise should be submitted via email no later than the deadline for clarification questions (see Proposed Timetable). No further questions will be accepted after the clarification question deadline. A document entitled "Response to Questions" will be uploaded to the University Website, <https://www.shetland.uhi.ac.uk/about-us/shetland-campus-redevelopment/>, which will provide the clarifications together with University's response (but not the source of clarification) and will be available to all Tenderers.

Where a Tenderer believes that a request for clarification is commercially sensitive e.g. where disclosure of such clarification and the response would or would be likely to prejudice its commercial interests, the Tenderer should clearly

indicate that the clarification is commercially sensitive. However, if the University at its sole discretion does not consider that the clarification is commercially confidential in nature, the University will either circulate the clarification to all Tenderers or the Tenderer may withdraw the clarification.

The University reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that clarification would or would be likely to prejudice the University's commercial interests. In such circumstances, the University will inform the relevant Tenderer.

The University reserves the right to seek further clarification post evaluations. This may take the form of electronic requests or via an electronic meeting. If required, it is anticipated that electronic meetings will take place on **Tuesday 14 May 2024**. Please ensure you have availability should you be required to attend.

5. Alterations to the ITT

All tenderers should submit their response by the deadline for Tender Responses via email to Stephen.Martin@uhi.ac.uk. No Tender Responses may be modified after the Tender Response deadline. Tenderers must ensure that they have emailed their full Tender Response for their Tender to be considered and evaluated. The Tenderer will receive a confirmation email from Stephen Martin when their tender response has been received.

If appropriate, the University may revise the Tender Response deadline to accommodate any amendments to the ITT.

Tenderers may withdraw their Tender Response at any time prior to the Tender Response deadline.

6. Receipt of Tender Response

Tender responses received before the deadline will remain unopened until that deadline or such time thereafter when all Tender Responses will be opened. The University reserves the right to reject Tender Responses received after that deadline and disqualify any incomplete Tenders.

By issuing this ITT, the University reserves the right not to award the Contract for some or all of the goods and/or services for which Tender Responses are invited.

7. Costs of Tendering

Tenderers shall bear their own costs and expenses incurred in the preparation and submission of their Tender Response and any applicable site visits or presentations. The University will in no case be responsible or liable for those costs, regardless of the outcome in relation to individual Tender Responses.

The University reserves the right to cancel the procurement exercise at any point. The University will accept no liability for any losses caused by any cancellation of this procurement exercise nor any decision not to award a Contract.

8. Confidentiality

Subject to the provision of Freedom of Information, the contents of this ITT and of any other documentation sent to any Tenderer in respect of this procurement exercise are provided on the basis that they remain the property of the University and/or relevant body. Tenderers shall treat the contents of the ITT and any related documents as confidential and shall take all necessary precautions to ensure that all information is treated as such and not disclosed or used other than for the purpose of this procurement exercise by the Tenderer.

No Tenderer will undertake any publicity activities with any part of the media in relation to this ITT without the prior written agreement of the University, including agreement on format and content of any publicity.

9. Data Protection

For the purposes of this clause the term “Data Protection Legislation” shall mean the Data Protection Act 1998, the General Data Protection Regulation (EU 2016/679) (GDPR), the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner. The terms “Personal Data”, “Data Controller” and “Data Subject” shall be as defined in the Data Protection Legislation.

In the event that the data provided by the Tenderer constitutes Personal Data, the University and the Tenderer will comply in all respects with the Data Protection Legislation. It is the intention of the Parties that they are both Data Controllers in relation to Personal Data provided by the Tenderer in relation to this invitation to tender.

The University shall take appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to the risk and which, from implementation of GDPR satisfies the requirements of Article 32 of the GDPR as a minimum.

In the event that any Personal Data is submitted by the Tenderer, the Tenderer shall be responsible for ensuring that the Data Subject is made aware of the processing of their Personal Data by the University in accordance with the University’s legitimate interests of ensuring sustainability of supply chains and evaluating tender submissions, and that the Personal Data shall be processed by the University for this purpose only.

If the Tenderer is unsuccessful, the University shall hold the Personal Data submitted by the Tenderer for twelve months. If the Tenderer is successful, the University shall hold the Personal Data submitted by the Tenderer for the duration of the appointment of the Tenderer to the University panel plus twelve months. Thereafter the University shall destroy and delete such Personal Data.

10. Information Disclosure and the Freedom of Information (Scotland) Act 2002

In accordance with the obligations and duties placed upon public authorities, all information submitted to the University may need to be disclosed and/or published by the University. The University may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, (the decisions of the University in the Interpretation thereof shall be final and conclusive in any dispute, difference or question arising in respect of disclosure under its terms), any other law, or, as a consequence of judicial order, or order by any court or tribunal with the University to order disclosure.

Further, the University may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of His Majesty’s Government in Scotland or the United Kingdom and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament or their executive bodies, it is recognised and agreed by both parties that the University shall, if they see fit, disclose such information and are unable to impose any restriction upon the information that they provide to members of the Scottish Parliament, or Members of the United Kingdom Parliament.

Accordingly, if the Tenderer considers that any of the information submitted in the Tender Response is commercially confidential, the Tenderer should complete Appendix E – Freedom of Information. It should be noted that where the Tenderer has indicated that the information is commercially sensitive, the University will endeavour to maintain confidentiality of that information. However, Tenderers should note, that even where information is identified as commercially sensitive, the University may be required to disclose such information in accordance with the Freedom of Information (Scotland) Act 2002.

Where a Tenderer receives a request for information relating to this procurement exercise under the Freedom of Information (Scotland) Act 2002 during the procurement exercise, this should be immediately passed on to the University and the Tenderer should not attempt to answer the request without first consulting with the University.

11. Variant Bids

The University will not consider a variant Tender Response.

12. Consortia and Subcontracting

Where a consortium or sub-contracting approach is proposed, Tenderers are required to complete the relevant questions in Appendix A Exclusions Grounds, (A) Suitability, (B) Economic and Financial Standing and (C) Technical and Professional Ability Questionnaire.

Relevant information should be provided in your Tender Response in respect of the consortium member or members who will play a significant role in the delivery of the requirement. Tender Responses must enable the University to assess the overall consortia or core supply base.

Where the members of the consortium change at any time during the procurement exercise, the Tenderer should inform the University immediately in writing. In such circumstances, the University reserves the right to take such action, including excluding the consortium from participating in the procurement exercise, where the change in membership is material in the sense that had it been made earlier it would have affected the University's evaluation of the Tender Response.

The consortium may be required to form a legal entity which will enter into the resulting Contract.

13. TUPE

The Tenderers attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE). It is the responsibility of Tenderers to determine whether or not TUPE applies to this procurement exercise. Notwithstanding this, Tenderers will note that it is the University's view that TUPE is not likely to be applicable to this procurement if this procurement exercise results in a Contract being placed, although the University is not liable for the opinion expressed. In these circumstances the University will wish to satisfy itself that Tender Responses are responsibly based and take full account of your likely TUPE obligations.

If Tenderers have a contrary view to that of the University on the applicability of TUPE, Tenderers should advise the University via the PCS messaging portal, giving reasons prior to the deadline for receipt of Tender Response.

14. Additional Information

Tenderers are expected to examine all instructions, questions, forms, terms, and specification in the ITT and check they are complete in all respects.

Tenderers should notify the University promptly of any perceived ambiguity, inconsistency, or omissions in this ITT, any of its associated documents and/or any other documentation issued to them during the procurement exercise.

Tenderers are responsible for ensuring that they have submitted a complete and accurate Tender Response. Prices must be submitted in GBP (£) Sterling, exclusive of VAT.

15. Tender Evaluation

In accordance with The Public Contracts (Scotland) Regulations 2015, the University will evaluate Tender Responses to determine the Most Economically Advantageous Tender (MEAT). Tender Responses will be evaluated on both technical and commercial merit.

The ITT includes mandatory minimum requirements. It is important that Tenderers read these carefully and demonstrate compliance with these requirements. Failure to comply with any applicable mandatory minimum requirements may result in exclusion from the procurement exercise. Each Tenderer passing the Minimum Standards will then be subject to a (C) Technical and Professional Ability and a Commercial evaluation.

The ratio being Technical 60% and Commercial 40%.

16. Bid Clarifications

Bid clarifications may take place via email to Stephen.Martin@uhi.ac.uk.

17. Notification of Award

The University will notify successful and unsuccessful Tenderers in accordance with the Regulations.

18. Debriefing

Following a decision to award the Contract, the University will provide reasons for its decision in an award notification letter to Tenderers in line with the Regulations.

19. Form of Tender

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

In recognition of this principle, Tenderers must sign the Form of Tender – Appendix C to confirm that their Tender Response is a complete, true, and accurate submission.

20. Conflict of Interest

The University is committed to delivering the highest levels of integrity in relation to corruption or the perception of corruption. To safeguard citizens, public funds and public bodies from actual or perceived conflicts of interest in public procurement exercises, The University will take appropriate measures to prevent, identify and remedy conflicts of interest arising in its procurement procedures so as not to undermine public confidence in its integrity or other public bodies.

21. Supply Chain Code of Conduct

The University is committed to delivering a contract that demonstrates and meets its sustainable procurement objectives, driving through positive social, environmental, and economic impacts wherever possible.

In partnership with Institutions, the University has developed a Supply Chain Code of Conduct – Appendix H which sets out its expected standards for its supply chain in social, ethical, and environmental compliance.

The Contractor must complete the Supply Chain Code of Conduct prior to Award to assist in achieving its objectives.

For more detail on our Supply Chain Sustainability project please see the website <http://www.apuc-scot.ac.uk/#!/susproject.php>

Contractor(s) will be encouraged to participate in the University's Sustainable Supply Chain Audit Programme to determine their compliance with the Code of Conduct. This will involve completion of an on-line assessment questionnaire, provision of documentary evidence and supporting/facilitating potential site visits by the University or a nominated third party to assess site(s) compliance. The University is carrying out this audit programme on behalf of its client Institutions in order to assess the social, ethical, economic and environmental compliance of its suppliers and supply chain and will seek to eliminate poor/non-compliant practise and exploit good practice/opportunities where possible.

Evaluation Criteria

Section Name in PCS	Question Name	Weighting (%) Pass/Fail	Detail
Exclusion Criteria	A Grounds relating to criminal convictions	Pass/Fail	n/a
	B Grounds relating to the payment of taxes or social security contributions	Pass/Fail	n/a
	C Blacklisting	Pass/Fail	n/a
	D Grounds relating to insolvency, conflicts of interests or professional misconduct	Pass/Fail	n/a
A: Suitability	4A.2 Is it a requirement in the bidder's country of establishment to hold a particular authorisation or membership of a particular organisation needed in order to be able to perform the service in question:	Pass/Fail	n/a
B: Economic and financial standing	4B.5 The bidder confirms they already have or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated.	Pass/Fail	Public Liability - £10M Professional Risk Indemnity -£5M Employer's Liability -£10M
C: Technical and professional ability	4C1.2 Please provide relevant examples of supplies and/or services carried out during the last three years as specified in the Contract Notice: (Examples from both public and/or private sector customers and clients may be provided):	40%	
	4C.3 Please provide details of the technical facilities and measures for ensuring quality and the study and research facilities used:	30%	
	4C.4 Please provide a statement of the relevant supply chain management and/or tracking systems used:	30%	
Commercial	Lump Sum Total	90%	
	Total of Disbursements	10%	

SECTION 2 - SPECIFICATION OF REQUIREMENTS

The University is planning the redevelopment of its campus at Scalloway, Shetland Isles, a project which funded is being sought from both the Scottish and UK Governments through the Our Islands Our Deal.

The proposal is to create modern, high quality learning and training facilities and innovative approaches to digital and distance learning, tailored to the specific needs of Shetland's communities.

This will involve transforming existing spaces at the Scalloway campus to both increase the attractiveness of the campus for traditional, on-campus students and, through the integration of new technologies, enable a greater degree of outreach to our more remote learners and island businesses. In addition, a range of mobile facilities and equipment will be established that further enable our outreach capability.

The redeveloped spaces will be designed to address many aspects of socio-economic disadvantage and inequalities of outcome within the student body. In implementing this proposal, we are aiming to enrich the quality of our educational experience on offer in the Shetland Islands and deliver it directly to our wider community. In doing so, it is hoped that this redevelopment will contribute to improving the age structure of the Island's population by encouraging retention and inward migration.

The redevelopment will also be required to support education, training and design in fields such as alternative energy technologies, hydrogen energy and wind power, improving our capability to contribute to the realisation of a net-zero carbon economy. Furthermore, the redevelopment will contribute to the development of Shetland's emerging space sector, through the provision of tailored learning and training spaces and equipment.

The Scope of Work for the element of the Campus Redevelopment covered by this ITT is:

- **Conversion of the top floor of Port Arthur House into modern, open plan, office accommodation.**

The scope of services for the project is detailed below.

RIBA Stages

Stage 4 – Technical Design

Stage 5 – Manufacturing and Construction

Stage 6 – Handover

During the project the contractor will carry out the above RIBA stages above, including:

- Act as Principal Designer.
- Provide a full NBS specification.
- Provide a full design, including all detailed drawings including as appropriate, but not limited to, any structural, mechanical, electrical, plumbing and consultation with statutory undertakers in respect of sewage, water, electricity, gas, refuse disposal, etc.
- Prepare a fully populated bill of quantities covering all elements of the works.
- Provide elemental cost estimates from the bill of quantities.
- Appointment of any consultants and professionals necessary to fully carry out this Scope of Work.
- Commentary upon likely statutory requirements of planning permission, building warrant approval, highways consent, SEPA discharge consent, etc. and their cost. Discussions with roads, planning and building control departments and any probable constraints on the development, such as land use restrictions, must be fully detailed.
- Pre-application discussions with relevant Planning Officers during the Technical Design stage, to obtain written confirmation if development and then works can progress without planning permission.
- Progress the submission of a full planning application for the development if such is required.
- Submission of a building warrant application as appropriate.

- Once Technical Designs have been approved and statutory approvals are in place, The University will commence procurement of the works contract. It is envisaged that the works contract tender will be issued under the SBCC Standard Form of Building Contract with Quantities. The successful tenderer will provide professional advice, as required, to The University in the completion of the procurement of the works contract.
- Responsible for responding to site queries, for the regular reporting on construction quality, for inspecting the works and monitoring progress, for checking of contractor invoices against work carried out, preparation for handover and for producing the Defects List prior to Practical Completion being certified.

Sustainability & Fair Work Practices

Sustainability and social responsibility are key drivers within the University. Ethical trading, environmental impact reduction and equality and diversity considerations are examples of typical concerns of the University and their staff, customers and of the wider communities it serves.

The Contractor is under legal obligation to comply with The Modern Slavery Act 2015, which was implemented by the UK and Scottish Parliaments. The Contractor is encouraged to actively work towards prevention of forced labour in their workforce and their supply chains. The Contractor is expected to have an internal process in place to ensure its compliance with the Act and a method to maintain the transparency of its supply chain for the duration of the Contract.

The Contractor is encouraged to act at all times in an ethical, environmentally sustainable, and socially responsible manner in the conduct of their business, as well as striving to improve quality standards and overall value for money. The University is seeking Contractors who are able to demonstrate a commitment to these values.

The University is striving to enter into a Contract with a Contractor who is committed to fair and ethical working practices as well as equality and diversity within their workforce and supply chain. This includes non-discriminatory behaviour. It further includes compliancy with the following:

- Modern Slavery Act 2015
- Living Wage or Minimum Wage requirements

The Contractor should have policies or plans in place for some or all of the following:

- Transport Efficiency and Vehicle Emissions
- Waste Reduction and Management
- Landfill Reduction Targets
- Considerations such as fair and ethical trading
- Equality and Diversity requirements

The University is striving to achieve supply chain transparency and to improve working conditions in the supply chain.

The University considers that the delivery of a high-quality service is critically dependant on a workforce that is well motivated, well-led and has appropriate opportunities for training and skills development. These factors are also important for the workforce recruitment and retention, and thus continuity of service.

In order to ensure the highest standards of service quality under this Contract, the Contractor would be expected to adhere to and adopt where applicable the principles of Fair Work Practices as detailed by the Scottish Government.

Examples of Fair Work Practices include:

- A fair and equal pay policy that includes a commitment to supporting the Living Wage, including, for example being a Living Wage Accredited Employer
- Clear managerial responsibility to nurture talent and help individuals fulfil their potential, including for example, a strong commitment to Modern Apprenticeships and the development of Scotland's young workforce
- Promoting equality of opportunity and developing a workforce which reflects the population of Scotland in terms of characteristics such as age, gender, religion or belief, race, sexual orientation, and disability

- Support for learning and development
- Stability of employment and hours of work, and avoiding exploitative employment practices, including for example no inappropriate use of zero-hours contracts
- Flexible working (including for example practices such as flexi-time and career breaks) and support for family friendly working and wider work life balance
- Support progressive workforce engagement, for example Trade Union recognition and representation where possible, otherwise alternative arrangements to give staff an effective voice.
- The ability to address remote working issues as a result of COVID 19 or similar factors.

Subcontracting

It is expected that Contractors have a sound and effective process in place for selection of suitably qualified and skilled sub-contractors.

Any such sub-contract/outsourcing arrangements should be carried out without any additional cost to the University, unless specifically agreed by them prior to the commencement of the contract.

Any subsequent changes to any sub-contract/outsourcing arrangement must be approved by the University prior to the date of change. The University reserves the right to refuse any changes in sub-contract/outsourcing relationship.

The Contractor is responsible for the performance of all Subcontractors used for delivery of the contract. All Subcontractors must comply with the terms of this contract.

The Contractor shall ensure any sub-contractors used in the delivery of the contract shall adhere to Authorities policies and procedures.

Contract Management

The Contractor will be required to nominate a suitably qualified and experienced individual to act as the main point of contact for the Contract for the purposes of liaison with the University.

If at any point during the lifetime of the Contract the appointed supplier contact is changed for any reason, it would be expected that the Contractor informs the University's nominated Contract Manager immediately and provides details of the replacement individual.

The suppliers' representative will be required to attend an implementation meeting with the University in order to facilitate the contract.

Staffing

The Contractor will be expected to ensure that they have sufficient technical resources available throughout the lifetime of the Contract in order to ensure that service provision is managed efficiently and delivered to the required standards, in line with the overall Scope of Requirements.

Business Continuity Planning, Phase Out Plan and Exit Strategy

The Contractor must ensure at all times that they operate an up to date and robust business continuity plan to ensure that they can continue to operate in the aftermath of any 'event', such as IT problem, fire, flood, health pandemics etc. The plans must include details of how any impact will be minimised and remedied.

Details of these alternative provisions should be made available to the University upon request.

The Contractor shall ensure all relevant information in relation to the equipment and/or servicing/calibration has been provided to the University in advance of contract expiry.

Invoicing and Payment

The Contractor should provide invoice and billing information to the University.

An invoice should be raised on completion of the initial installation and handover to the University of the equipment, servicing/calibration should be invoiced annually thereafter following completion of said servicing. Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge. Each invoice shall be uniquely identified and shall specify the following minimum information:

- University Purchase Order number
- Contract reference
- Deliverable details
- Charges and total due including a deduction for any applicable discounts
- Total value excluding VAT

Payment will be made to the Contractor within 30 days of receipt of a valid invoice.

The Contractor must be able to accept payment by standard invoicing methods.

Pricing Information

All charges in the Commercial Questionnaire submission must be shown in GB Pounds Sterling and entered exclusive of VAT. The Contractor will be paid in Pounds Sterling.

Tenderers must submit their Commercial Questionnaire via the PCS portal.

Key clauses and information relating to carbon emissions impact

Where new building works are being undertaken, The Contractor will be required to apply requirements set forth in the Royal Institution of Chartered Surveyors (RICS) Whole Life Carbon Professional Statement. This document addresses the emerging understanding of the importance of embodied carbon in building projects and with other approaches to building sustainability, e.g., BREEAM and the forthcoming Net Zero Public Buildings Standard.

The RICS whole life carbon approach identifies the best overall combined opportunities for reducing carbon and helps to avoid any unintended consequences of focusing on operational emissions alone. The specific objectives of the RICS Professional Statement are to:

- provide a consistent and transparent whole life carbon assessment implementation plan and reporting structure for built projects in line with EN 15978 (Sustainability of construction works. Assessment of environmental performance of buildings. Calculation method.).
- enable coherence in the outputs of whole life carbon assessments to improve the comparability and usability of results.
- make whole life carbon assessments more 'mainstream' by enhancing their accessibility and therefore encourage greater engagement and uptake by the built environment sector.
- increase the reliability of whole life carbon assessment by providing a solid source of reference for the industry.
- promote long-term thinking past project practical completion, concerning the maintenance, durability and adaptability of building components and the project as a whole; and
- promote circular economic principles by encouraging future repurposing of building components, as well as of the project as a whole, through quantifying their recovery, reuse and/or recycling potential.

Further information on these standards and their requirements can be found at:

- <https://www.rics.org/uk/upholding-professional-standards/sector-standards/building-surveying/whole-life-carbonassessment-for-the-built-environment/>
- <https://www.breeam.com/>
- <https://www.scottishfuturetrust.org.uk/page/net-zero-public-sector-buildings-standard>

In accordance with those contractual requirements, suppliers will be expected, where possible, to provide realistic predictions of the carbon emissions cost embedded in the works they conduct or products they supply. In doing so, the project delivery team will be able to compare the emerging as-built carbon cost of the redevelopment work with the benchmarked carbon cost of the project.

Key clauses and information relating to Construction (Design and Management) Regulations 2015

Where new building works are being undertaken, the Project Delivery Team and all suppliers will be required to adhere to requirements set forth in the Construction (Design and Management) Regulations 2015 (CDM2015). The regulations aim to improve health and safety in the construction industry by helping parties to:

- sensibly plan the work so the risks involved are managed from start to finish
- have the right people for the right job at the right time
- cooperate and coordinate your work with others.
- have the right information about the risks and how they are being managed.
- communicate this information effectively to those who need to know.
- consult and engage with workers about the risks and how they are being managed.

Full details of the regulations and the respective responsibilities are outlined at <https://www.hse.gov.uk/construction/cdm/2015/index.htm>.

In particular, the following duties are relevant, which shall be delegated between the Client, Project Team and Principal Designer:

- Take reasonable steps to satisfy themselves that those they appoint have the skills, knowledge, experience and organisational capability to fulfil the role.
- Make suitable arrangements for managing the project including other duty holders are appointed.
- Make suitable arrangements to protecting the health and safety of persons affected by the Project.
- Make sure sufficient time and resources are allocated.
- Must provide pre-construction information as soon as practicable to every designer and every contractor they appoint or consider for appointment.
- Appoint Principal Designer with control over the pre-construction phase in writing as soon as practicable and in any case before construction begins.
- Appoint Principal Contractor in writing as soon as practicable and in any case before construction begins.
- Ensure that a Construction Phase Plan is prepared before the construction phase begins for all projects.
- Provide information for the Health & Safety File.
- Retain and provide access to the Health and Safety File. Where the Client disposes of their interest they must provide the HSF to the person acquiring that interest and ensure that person is aware of the nature and purpose of the file.
- Make sure that the Principal Designer and Principal Contractor carry out their duties.
- Make sure that welfare facilities are provided on site.

- Ensure that the Principal Designer (or Principal Contractor if agreed in writing) in line with regulation 12(5) prepares an appropriate Health & Safety File which is compliant and revised from time to time and kept available for inspection.
- Submit notice in writing (F10 notification) to the HSE (notifiable projects only) and provide a copy to the Principal Contractor for display on site.

SECTION 3 - TENDER QUESTIONS AND EVALUATION CRITERIA

1. Introduction

The ITT Tender Response comprises of the Information concerning the Bidder, Exclusions Grounds, (A) Suitability, (B) Economic and Financial Standing and (C) Technical and Professional Ability Appendix A and a Commercial Questionnaire, Appendix B. All relevant sections within these questionnaires must be completed as requested.

The following questions in this section detail the minimum mandatory requirements, the technical questions for evaluation and the Pricing Schedule.

Information concerning the Bidder.

Information must be completed but is for information only and does not form part of the evaluation criteria.

Exclusion Grounds

Economic operators may be excluded from this competition if they are in any of the situations referred to in regulation 58 of the Public Contracts (Scotland) Regulations 2015.

- Grounds relating to criminal convictions.
- Grounds relating to the payment of taxes or social security contributions.
- Blacklisting.
- Grounds relating to insolvency, conflicts of interests or professional misconduct.

Minimum Mandatory Requirements

The qualifying requirements are:

- (A) Suitability - **4A.2 Is it a requirement in the bidder's country of establishment to hold a particular authorisation or membership of a particular organisation needed in order to be able to perform the service in question:** The bidder must confirm that the Architect, Engineers, Quantity Surveyor and other professionals that will be used all hold membership of their professional bodies and are in good standing.
- (B) Economic and financial standing. **4B.5 The bidder confirms they already have or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated.** The indemnity levels below are the minimum:
 - Public Liability- £10m
 - Employers Liability- £10m
 - Professional Indemnity - £5m – this level is required for 12 years beyond the end of the project.

Selection criteria

Question 4C1.2 Please provide relevant examples of services carried out during the last three years as specified in the Contract Notice.

Bidders will be required to provide examples that demonstrate that they have the relevant experience to deliver the services as described the relevant section of this ITT. That in delivering this service they are able to adapt to unexpected events whilst still delivering the service to the agreed timescales and costs. Examples from both public and/or private sector customers and clients may be provided.

Question 4C.3 Please provide details of the technical facilities and measures for ensuring quality and the study and research facilities used.

Bidders will be required to demonstrate that they have, or have access to, the appropriate technical facilities, and quality measures to deliver the types of requirements detailed in this ITT. This must include access to the wider professionals required within his ITT, such as a Quantity Surveyor. Where the bidder has worked with their proposed wider professionals before, they must provide examples of this in 4C1.2. Where the bidder has not worked with their proposed wider professionals before, they must demonstrate how they have ensured that they have the relevant experience to carry out the relevant work and delivery a good quality service, and what systems and processes will be put into place to ensure the quality of the work provided for this contract.

Question 4C.4 Please provide a statement of the relevant supply chain management and/or tracking systems used.

If bidders intend to use a supply chain to deliver the requirements detailed in the Tender, they should confirm they have (or have access to) the relevant supply chain management and tracking systems to ensure a resilient and sustainable supply chain. This will include confirmation that they have the systems in place to pay subcontractors through the supply chain promptly and effectively and provide evidence when requested of (a) their standard payment terms, b) $\geq 95\%$ of all supply chain invoices being paid on time (in accordance with the terms of contract) in the last financial year. If the bidder is unable to confirm (b) they must provide an improvement plan, signed by their Director, which improves the payment performance.

Each question provided for (C) Technical and Professional Ability be scored:

Score	Evaluation Criteria
0 Unacceptable	Nil or inadequate response. Fails to demonstrate an ability to meet the service requirements.
1 Poor	Response is partially relevant but generally poor. The response addresses some elements of the service requirement but contains insufficient/limited detail or explanation to demonstrate how the requirement will be fulfilled.
2 Acceptable	Response is relevant and acceptable. The response addresses a broad understanding of the service requirement but lacks details on how the requirement will be fulfilled in certain areas.
3 Good	Response is relevant and good. The response is sufficiently detailed to demonstrate a good understanding and provides details on how the service requirements will be fulfilled.
4 Excellent	Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the service requirement and provides details of how the requirement will be met in full.

Bidder Information Questionnaire

Tenders must complete **Appendix A - Bidder Information, Exclusions Grounds, (A) Suitability, (B) Economic and Financial Standing and (C) Technical and Professional Ability Questionnaire** and email this to Stephen.Martin@uhi.ac.uk as part of a single zipped file named: supplier name – ITT Bid

The completed Bidder Information Questionnaire must be in pdf format and named: supplier name – Bidder.

Commercial Questionnaire

Tenderers must complete **Appendix B – Commercial Questionnaire** and email this to Stephen.Martin@uhi.ac.uk as part of a single zipped file named: supplier name – ITT Bid

The completed Commercial Questionnaire must be in pdf format and named: supplier name – Commercial.

All Charges entered in the Commercial Questionnaire (Appendix B) must be in GBP (£) Sterling and exclusive of VAT.

The lowest price in each of the two sections will receive full point and the other bids pro-rata scores. The weighting of the two sections is as shown in the Criteria Table above.

Form of Tender

Please complete **Appendix C – Form of Tender** and email this to Stephen.Martin@uhi.ac.uk as part of a single zipped file named: supplier name – ITT Bid.

The completed Form of Tender must be in pdf format and named: supplier name – Form of Tender.

This information will not be scored.

Conflicts of Interest

Please complete **Appendix D – Conflicts of Interest Declaration Form** and email this to Stephen.Martin@uhi.ac.uk as part of a single zipped file named: supplier name – ITT Bid.

The completed Conflicts of Interest must be in pdf format and named: supplier name – Conflict of Interest.

This information will not be scored.

Freedom of Information

Please complete **Appendix E – Freedom of Information** and email this to Stephen.Martin@uhi.ac.uk as part of a single zipped file named: supplier name – ITT Bid.

The completed Freedom of Information must be in pdf format and named: supplier name – Fol.

This information will not be scored.

Contract Terms and Conditions (SCA/2018)

Please complete the relevant sections **Appendix F – Contract Terms and Conditions (SCA/2018)** and email this to Stephen.Martin@uhi.ac.uk as part of a single zipped file named: supplier name – ITT Bid.

The values entered in Appendix F should match the figures provided in Appendix B Commercial Questionnaire.

The completed Contract and Conditions must be in pdf format and named: supplier name –Contract Terms SCA2018.

This information will not be scored.