



INVITATION TO TENDER FOR THE PROVISION OF

[GOODS/SERVICES/CONSULTANCY/WORKS]

FROM [date] TO [date]

TENDER REFERENCE: CMAL/[XXXX]

NAME OF SUPPLIER TENDERING

.....

Our Ref: CMAL/[XXXX]

[Date] [Date advert despatched to OJEU, Contracts Scotland Portal]

[Date] [tenderer to insert date completed]

Dear Sirs,

CALEDONIAN MARITIME ASSETS LIMITED INVITATION TO TENDER FOR THE PROVISION OF [Goods/Services/Consultancy/Works]
TENDER REFERENCE: [Number]
FOR THE PERIOD: [From] to [End] with the option to extend for a period of [x] subject to the mutual agreement of both parties to this agreement.

You are hereby invited by Caledonian Maritime Assets Limited (**CMAL**), to tender for the provision of the Project named above.

This invitation to tender consists of the following documents:

- This covering letter
- Schedule 1 – Tendering Instructions
- Schedule 2 – Requirements
- Schedule 3 – Order/Contract Terms
- Schedule 4A – Tender Form
- Schedule 4B – Price Proposal

together (the **Invitation to Tender (ITT)**) and the Questionnaire which is attached separately in both word and excel formats; the word format holds guidance, the excel version is to be completed for tender return.

Once you have downloaded the above documents, please check the contents of the ITT package to ensure you are in receipt of all of the above.

The completed tender must comply with all of the requirements set out in the ITT.

The completed tender should contain:

- the response to the Requirements (Schedule 2)
- the signed Order/Contract Terms (Schedule 3);
- the completed Tender Form (Schedule 4A);
- the completed Price Proposal (Schedule 4B); and
- the completed Questionnaire in Word and/or Excel 2000 format as appropriate

together (the **Tender**).

Schedule 1 will not form part of any Contract placed.

Please return the Tender to CMAL electronically via the Public Contracts Scotland portal at <http://www.publiccontractsscotland.gov.uk/>.

PLEASE UPLOAD TENDERS ONLY IN THE FORMAT THEY ARE ISSUED, E.G. TENDERS ISSUED IN WORD MUST BE UPLOADED IN WORD. ATTACHMENTS TO A TENDER MAY BE SUBMITTED IN ALTERNATIVE FORMATS. N.B. CMAL reserves the right to reject tenders not completed in the manner required.

You are required to hold all information pertaining to the ITT confidential and to limit the dissemination of such information within your organisation on a need to know basis and you

undertake to be bound by this requirement upon submission of the tender. You will not (at any time) disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the Buyer (**Confidential Information**) except as required to complete and comply with this Invitation to Tender The Supplier. You will not use CMAL's Confidential Information for any purpose other than to perform you obligations under this Invitation to Tender and any subsequent Contract.

All information submitted to CMAL may need to be disclosed and/or published by CMAL in compliance with the Freedom of Information (Scotland) Act 2002 (**FOISA**). Please refer to the Freedom of Information clause in Schedule 3 for more information.

If you consider that any information included in your bid is commercially confidential please identify it and explain in terms consistent with the definitions of exemptions given in the Act what harm might result from disclosure and/or publication. Even where you have indicated that information is commercially sensitive, CMAL may disclose this information where it sees fit so that its statutory obligations are met. Receipt by CMAL of any material marked 'confidential' or equivalent should not be taken to mean that CMAL accepts any duty of confidence by virtue of that marking. For more information about FoISA please see the <http://www.cmassets.co.uk/assets/files/Procurement%20Strategy.pdf> and <http://www.cmassets.co.uk/en/about-us/freedom-of-information.html>.

In pursuance of the public sector agenda on collaborative procurement, information on any Contract (as defined in Schedule 1) which may result from the ITT may be requested by public sector Centres of Expertise or Scottish Government, and CMAL will comply with any such request. Please note: it is now a mandatory statutory requirement that the value of all contracts placed as a result of tendering activity is disclosed with the Note of Award to OJEU. Submission of a tender will amount to acceptance and acknowledgement of the content of the preceding paragraph.

[The Waste Electronic and Electrical Equipment Directive (WEEE Directive) requires companies supplying those items falling under the WEEE Directive to register under the terms of the WEEE Directive. If the product at Schedule 2 falls under the WEEE Directive, please address the details in the Selection Questionnaire attached.]

[If your organisation imports any electronic and electrical equipment from outside the European Union, please detail in the Tender how your organisation will ensure that any such products comply with the requirements of the Restrictions of Hazardous Substances Directive 2002/95/EC. **PLEASE PROVIDE FULL DETAILS IF THE IMPLEMENTATION OF THIS DIRECTIVE HAS ANY PRICE IMPLICATIONS THAT WILL BE PASSED TO CMAL.**]

Please refer to <http://www.cmassets.co.uk> for Standard CMAL Terms and Conditions regarding obligations under the Disability Discrimination Act 1995 (as amended 2005), the Equality Act 2006 and the Equality Act 2010 and various other statutory requirements. Please also refer to <http://www.cmassets.co.uk> for access to policies and procedures applicable to the conduct of CMAL throughout the procurement process.

In keeping with Scottish Government policy CMAL will encourage any contracted suppliers to pay their sub-contractors within 30 days.

The Tender must be received by noon on [date] (the Tender Return Date). CMAL is not bound to accept the lowest priced Tender, or part or all of any Tender, and shall not be bound to accept a tenderer as a sole supplier. It is our intention to complete our tender evaluation so that the Contract will be awarded in time for work to commence on [date] (the Commencement Date).

In line with the provisions of the Disability Discrimination Act 1995 and the Equality Act 2010 should you require this information in an alternative format, please contact me on [\[Insert phone number\]](#).

Yours faithfully

[\[Name\]](#)
[\[Designation\]](#)

NAME, DESIGNATION, Tel 01475 XXXX, Email XXXX
Direct Tel No: 01475 749920, Fax No: 01475 745109, Web: www.cmassets.co.uk .

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TENDERING INSTRUCTIONS

1. Price

Please fill in the relevant part of Schedule 4B to indicate the fee that you will charge for the services required by the ITT. Prices quoted in Schedule 4B are to remain open for acceptance until [date].

2. Qualification of this Tender

CMAL expects the terms and conditions in Schedule 3 to apply to any Contract (as defined below) entered into pursuant to the ITT. Qualifications should only be made if you cannot comply with the requirements of the ITT at any price. Any such qualifications must be included in the Tender and **based upon amendment to the terms enclosed only**. If you do not provide alternatives in such form, CMAL reserves the right to reject the Tender.

Where you make any qualifications or amendments to the terms and conditions in Schedule 3, CMAL reserves the right to reject the Tender in its entirety or to reflect the amendments in the evaluation scoring of the tender response.

3. Questionnaire Information Required by CMAL

Tenderers are required to complete the Questionnaire issued with the Invitation to Tender and other tender documents and submit it with their tender.

4. Documents to be Uploaded

Please upload the Tender, duly completed and stating the tender number in accordance with Public Contracts Scotland portal instructions. CMAL reserves the right to reject Tenders that are incomplete and/or do not comply with all of the requirements set out in the ITT.

5. Formation of Contract

In submitting the Tender, you are making a formal offer to provide the services specified in the Requirements (Schedule 2) pursuant to the terms and conditions in Schedule 3. The terms and conditions in Schedule 3 shall apply to all Orders (as defined in Schedule 3) regardless of whether such terms and conditions are annexed to the Order. A contract will be formed upon CMAL accepting a Tender and will include the accepted Tender, the ITT, any Orders and all other relevant documents (the **Contract**).

Acceptance by CMAL of a Tender and subsequent creation of a Contract shall not oblige CMAL to purchase any [goods/services/consultancy/works] until such time as an Order is submitted by CMAL.

6. Abandonment of tender

CMAL reserves the right to abandon this tender process at any time. CMAL will not be responsible for any costs or expenses incurred by the tenderer in connection with participation in the ITT.

7. Contents of the Invitation to Tender

The Tender is to be made strictly in accordance with the requirements of the ITT which shall be deemed to include any addenda that are issued from time to time in accordance with paragraph 10 hereof. CMAL reserves the right to reject any Tender not completed in the required format. No part of the Tender will be returned to the tenderer.

8. Enquiries Concerning the Tender

Any query in connection with the tender process or the ITT shall be submitted in writing via the Public Contracts Scotland portal, <http://www.publiccontractsscotland.gov.uk/>.

Enquiries submitted by any other means will not be answered. Any response by CMAL will automatically be notified to all tenderers.

PLEASE ENSURE THE TENDER REFERENCE NUMBER IS STATED ON ALL TENDER ENQUIRIES.

PLEASE LOOK AT PUBLIC CONTRACTS SCOTLAND PORTAL FOR CORRESPONDENCE CLARIFICATIONS.

On no account before the Tender Return Date is the tenderer to contact or communicate with any other person involved in work concerning the ITT.

9. Independent Tenderer

By submission of a Tender, the tenderer warrants that:

- 9.1 the prices in the Tender have been arrived at independently, without consultation, communication, agreement or understanding for the purpose of restricting competition, as to any matter relating to such prices, with any other tenderer or with any competitor;
- 9.2 unless otherwise required by law, the prices which have been quoted in the Tender have not knowingly been disclosed by the tenderer, directly or indirectly, to any other tenderer or competitor, nor will they be so disclosed;
- 9.3 no attempt has been made or will be made by the tenderer to induce any other person or firm to submit or not to submit a Tender for the purpose of restricting competition;
- 9.4 the tenderer has the necessary resources, expertise and experience to fulfil its obligations under any Contract which may result from the ITT; and

9.5 all information that the tenderer has submitted in relation to the ITT is true and accurate.

10. Modification

Any advice of a modification to the ITT shall be issued via the Public Contracts Scotland portal, and shall be deemed to constitute part of the ITT. [If necessary, CMAL shall revise the Tender Return Date in order to provide sufficient notice of the change.] [Except under exceptional circumstances, no extension of the Tender Return Date will be granted.]

In the event that a tenderer has already submitted a Tender, that tenderer shall be entitled either to submit a fresh Tender prior to the Tender Return Date (in which case the tenderer's previous Tender shall be superseded) or to withdraw its Tender, failing which the existing Tender will be deemed to have been submitted in accordance with the modification to the ITT.

The tenderer must immediately notify CMAL of any modification of any details of a Tender, following submission of the Tender, or of any change in either the identity of the tenderer or its financial or other circumstances. Failure to do so may lead CMAL to reject the Tender. CMAL further reserves the right to reject any tenderer if there are adverse or material changes to that tenderer during this tender process.

11. Preparation of Tender

11.1 Cost of Tender

CMAL will not be responsible for any costs or expenses incurred by the tenderer in connection with the preparation or delivery of the Tender.

11.2 Language of Tender

The Tender and all accompanying documents are to be in English.

11.3 Validity Period of Tender

All details of the Tender, including prices and rates, are to remain valid for acceptance until [date].

11.4 Currency of Tender

Tender prices shall be in sterling.

12. Delivery Date

The Tender must be submitted via the Public Contracts Scotland portal **no later the Tender Return Date**. Failure to do so will render the Tender invalid.

13. Treatment of Tender

13.1 CMAL Discretion

CMAL does not undertake to accept the lowest priced Tender, or part or all of any Tender, and shall not be bound to accept a tenderer as a sole supplier. The acknowledgement of receipt of any Tender shall not constitute any actual or implied agreement between CMAL and the tenderer. CMAL reserves the right to accept any part, or all, of any Tender at its sole discretion.

CMAL guideline on the financial health of suppliers is at <http://www.cmassets.co.uk> and CMAL does not undertake to accept any Tender where the financial health of the supplier would, in the opinion of CMAL, impose too high a risk.

13.2 Criteria and Weightings

CMAL will accept the most economically advantageous Tender based on the following criteria and weightings listed in order of importance:

Ability to meet mandatory requirements at Selection Questionnaire for inclusion into the exercise	(Y/N)
Criteria	Weighting

13.3 Information Relating To Staff Transfers

[Tenderers should note that a Transfer of Undertakings (Protection of Employment) Regulations (TUPE) happens by operation of law and CMAL's view is not determinative. Please detail in the Tender if you foresee any staff employed to provide the service allocating more than 50% of their time to any Contract which may result from the ITT and, if so, please state if the applicability of TUPE would have any material effect upon the Tender submission you have provided.]

SCHEDULE 2

REQUIREMENTS

[INFORMATION REQUIRED FOR INCLUSION IN THE TENDER IS HELD IN THE SELECTION QUESTIONNAIRE ATTACHED. SELECTION CRITERIA MUST BE MET FOR TENDERERS TO PARTICIPATE IN THE EXERCISE.]

[If Selection Questionnaire is used it will be the Standard Scottish Government PQQ adapted to suit individual requirements.]

SPECIFICATION:

[TECHNICAL PROPOSAL – this will be provided by the key stakeholder]

SCHEDULE 3

PURCHASE ORDER/CONTRACT TERMS

[Terms to be used will depend on the requirement. CMAL Terms and Conditions for the purchase of Goods/Services/Consultancy or CMAL Terms and Conditions for the purchase of Works or NEC3 or other industry standard terms will be used]

TENDER FORM

(* DELETE AS APPROPRIATE)

*I/We the undersigned do hereby contract and agree on the acceptance of the Tender (as defined in the ITT) by CMAL, to provide the [goods, services, consultancy, works] set out in the specification in Schedule 2 (Requirements) at the price entered in Schedule 4B and in accordance with the requirements of the ITT.

*I/We the undersigned undertake to submit a Tender in accordance with the following documents:

- 1 Tendering Instructions (Schedule 1);
- 2 Requirements for [subject matter of the contract] (Schedule 2);
- 3 Purchase Order/Contract Terms (Schedule 3);
- 4 Tender Form (Schedule 4A); and
- 5 Price Proposal (Schedule 4B).

*I/We agree to abide by this Tender from [time] on [date] the date fixed for receiving Tenders, until the award of Contract.

*I/We understand that the Scottish Ministers are not bound to accept the lowest priced Tender, or all or any part of any Tender, and shall not be bound to use the contractor as a sole supplier.

*I/We understand that the [goods/services/consultancy/works] provision will commence on [date] [and end on [date] unless the option to extend the Contract for up to [time] is undertaken at the sole discretion of the Scottish Ministers or the Contract is terminated in accordance with the provisions of Schedule 3].

*I/We understand that the terms and conditions in Schedule 3 (Purchase Order/Contract Terms) shall apply to all Orders regardless of whether such terms and conditions are annexed to the Order.

Signature:

Name: **(BLOCK CAPITALS)**

Designation:

Duly authorised to sign Tenders for and on behalf of:

Name of Tenderer

Nature of Firm

Address

Telephone No **INCLUDE AREA CODE**

Date

It must be clearly shown whether the tenderer is a limited liability company, statutory corporation, partnership, or single individual trading under his own name.

SCHEDULE 4B

PRICE PROPOSAL

1. VALUE OF TENDER
i.e. total cost of items referred to above
£

2. VALUE ADDED TAX
i.e. total amount of value added tax payable on this Tender
£

SIGNED _____

DATED _____

NAME (BLOCKS) _____

COMPANY NAME _____

POSTAL ADDRESS _____

TELEPHONE NO. _____

FAX NO. _____

E-MAIL _____