

Tender Documents: Tender No. 310

## The Centre for Process Innovation Process Simulator Software Package



Issued on 28<sup>th</sup> November 2011

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# 1. INVITATION TO TENDER

1. You are invited by The Centre for Process Innovation Limited (from now on referred to as CPI) to submit a tender for **a Process Simulator Software Package**, as described in the TENDER SPECIFICATION.
2. It is highly recommended that you **confirm your interest** in tendering for this piece of work on receipt of the Tender Documents. Confirming your interest in tendering for this piece of work can be done by email or in writing to the contact given in INSTRUCTIONS TO TENDERER paragraph 10.3 below, but an expression of interest shall not of itself be a formal tender submission. Note that it is the Tenderer's responsibility to ensure that the contact details provided at this stage are correct and up to date throughout the tender process.
3. Please read all the documents listed in the BINDING OFFER and seek guidance from the named contacts as appropriate if you have any queries. Should you be successful, these documents and any subsequent correspondence between you and CPI will form a binding contract between you and CPI.
4. The BINDING OFFER must be completed and returned with your submission.
5. Technical information about this contract can be obtained through the contact as stated in the TENDER SPECIFICATION.
6. Throughout this document, the expressions "Tenderer", "You", "We" and "our" (as the context requires) refer to the legal person who wishes to contract with CPI, whether they are an individual, partnership, company, or any other valid legal entity in any jurisdiction, and such expressions do not refer to the individual who is completing this documentation on behalf of the Tenderer.

## 2. INSTRUCTIONS TO TENDERERS

### 1. Confidentiality of Tenders / No Collusion

- 1.1. All tender documents are PRIVATE AND CONFIDENTIAL. All information concerning the tendering or performance of this contract is to be treated as highly confidential, and for the avoidance of doubt, all ownership and intellectual property rights concerning all aspects of this tender remain fully with CPI.
- 1.2. Please note the following requirements, any breach of which will invalidate your Tender:
  - 1.2.1. You must not tell anyone else, even approximately, what your tender price is or will be, before the date of contract award.
  - 1.2.2. You must not try to obtain any information about anyone else's tender or proposed tender before the date of contract award.
  - 1.2.3. You must not make any arrangements with another party about whether or not they should tender, or discuss details of Tender prices except where Tenderers are considering joint or team bids, which will be accepted providing all participants to the discussions surrounding the bid are clearly stated in the tender response.
  - 1.2.4. Tender documents must not be sent by email before the specified deadline as this will invalidate the tender.

### 2. Binding Offer

- 2.1. The BINDING OFFER must be completed, signed and submitted in accordance with these Instructions together with your detailed Response to Tender prepared under paragraph 14 below. All documents connected with the tender must be completed in English, fully priced in Pounds Sterling and totalled. The documents should either be typed or completed in ink.
- 2.2. There should be no unauthorised alterations or additions to any component of the tender documents. Prices etc. may be altered by striking through the incorrect figures and inserting the correct figures above them. All alterations must be initialled.

### 3. Qualifications

- 3.1. Tenders must be submitted in accordance with the tender documents. CPI may not consider any tender which is disqualified by any terms or conditions of contract submitted by you, or general reservations, however expressed.

### 4. Incomplete Tenders

- 4.1. CPI may not consider tenders that do not contain all information and particulars requested.

## 5. Performance

- 5.1. It should be clearly stated that performance and delivery of the goods and/or services offered in your Response to Tender will be in full compliance in terms of quality, time and completeness as specified in these documents. Time of delivery is of the essence. Where so specified in the TENDER SPECIFICATION it is a condition of the contract that you will provide any applicable performance bond, parent company guarantee or submit to any applicable escrow mechanism.

## 6. Enquiries

- 6.1 All requests for clarification or further information in respect of this Tender should be emailed to [e-tendering@uk-cpi.com](mailto:e-tendering@uk-cpi.com) with the Tender reference number in the title of the email.
- 6.2 If CPI considers any question or request for clarification to be of material significance, both the question and the response will be communicated, in a suitably anonymous form, to all Potential Providers who have expressed an interest in the tender; or those that show an interest before the closing date of the tender.

## 7. Variant Tender(s)

- 7.1. CPI will only accept variant tenders (at its sole discretion) if they meet the minimum specification detailed in the TENDER SPECIFICATION (or in the absence of a defined minimum specification in the TENDER SPECIFICATION, meet and exceed all criteria of the TENDER SPECIFICATION).
- 7.2. Variant tenders will be evaluated against the published evaluation criteria.
- 7.3. Variant tenders submitted which do not meet the minimum specification detailed in the TENDER SPECIFICATION (or in the absence of a defined minimum specification in the TENDER SPECIFICATION, meet all criteria of the TENDER SPECIFICATION) will be deemed non compliant.

## 8. Prices

- 8.1. All unit rates and prices must be quoted in Pounds Sterling and decimal fractions of a pound. There is no restriction on the number of decimal places, but the product of multiplying the rate by the quantity must be expressed in Pounds Sterling and whole Pence.
- 8.2. Your Tender Price or Rates must be fixed for the period of the contract.

## 9. Value Added Tax (VAT)

- 9.1. Tendered prices must exclude VAT. Where indicated VAT should be shown separately. Invoices must show VAT separately.



## 10. Submission of Tenders

- 10.1. Three hard copies of your tender and proposals must be delivered no later than **12 noon on 13<sup>th</sup> December 2011**. One copy on CD should be mailed at the same time.
- 10.2. Please be aware that we cannot accept tender submissions by e-mail. Please also note that we cannot under any circumstances accept electronic copies of tenders in lieu of hard copies.
- 10.3. Hard copies of Tenders must be sealed in an envelope clearly marked "TENDER DOCUMENTS ENCLOSED" and the TITLE and NUMBER OF THE TENDER must be identified on the Envelope and returned to:

Confidential Tender Documents  
For the Attention of David Cooper  
The Centre for Process Innovation  
Wilton Centre, Wilton  
Redcar  
TS10 4RF

Email: e-tendering@uk-cpi.com

- 10.4. CPI reserves the right to reject any tender received after the Tender Deadline for whatever reason. It is recommended that tenders be sent by registered post; recorded delivery service; Datapost or delivered by hand. The envelope, including the franking, and any associated paperwork delivered with the tender envelope must not identify the sender.
- 10.5. Please consider the environment, where possible we would appreciate double sided printing, the use of recycled or sustainably sourced paper and copies being bound with re-usable binders

## 11. Tender Validity

- 11.1. Tender(s) should remain open for acceptance for a minimum of 90 days from the Tender Deadline or for such other period as may be specified by CPI.
- 11.2. The contract shall be for a period as required for delivery of goods and/or services, plus meeting obligations for guarantee of performance, as detailed in the TENDER SPECIFICATION and unless terminated or extended by CPI.

## 12. Right to Accept Portion of Tender; Lowest or Any Tender

- 12.1. Unless stipulated otherwise by the Tenderer, CPI reserves the right to accept any part of the tender. CPI is not bound to accept the lowest tender, or any tender, or part thereof.

## 13. Conditions of Contract

- 13.1. CPI's terms and conditions or model contract (as set out in the CONTRACTUAL TERMS below) shall apply to the successful tender to

the exclusion of any other terms and conditions, including but not limited to any terms which the Tenderer purports to apply to its supply of goods and/or services whether in the Response to Tender, or more generally, or otherwise in any way.

- 13.2. DO NOT SUBMIT A RESPONSE TO TENDER if you do not agree to provide the goods and/or services on the basis set out in paragraph 13.1 above. BY SUBMITTING A RESPONSE TO TENDER YOU ARE AGREEING TO PARAGRAPH 13.1 ABOVE and you agree by doing so that any contract or terms and conditions that you attach to your Response to Tender shall not apply to any goods and/or services supplied by you to CPI, if you are successful in your Tender bid.

## 14. Response to Tender

- 14.1. Your Response to Tender should explain in detail how you would propose to provide the services as outlined in the Specification. In preparing this, reference should be made to the Additional Information requirements below.
- 14.2. The Response to Tender should cover where appropriate:-
- a) Methodology or approach to meet the objectives.
  - b) Process simulation package specification.
  - c) Detailed capability of the process simulation package (including examples where possible)
  - d) Details of training costs, location and timeframe.
  - e) Details and benefits associated with a two year and three year licence.
  - f) Details of quality assurance (QA) system complying with the requirement of ISO 9001 and to what part or parts of the organisation this applies. If ISO 9001 is quoted then details of which part or parts are held should be quoted.
  - g) Details of any relevant Environmental Policy or Corporate Social Responsibility policy held by the company.
  - h) Brief details of the company, including the number of staff employed in the UK and overseas.
  - i) Confirmation that three (3) years audited accounts can be made available to view, if called for.
  - j) Copies of insurances held.
  - k) Proposed payment schedule
  - l) Details of any items to which you have answered YES in Paragraph 2 of the BINDING OFFER

## 15. Cancellation

- 15.1 CPI reserves the right to cancel or withdraw this Tender at any stage.

## 16. Exclusion of Liability

- 16.1 CPI shall not be held liable for any costs incurred in preparing or re-preparing your tender submissions.

## 17. Complaints

- 17.1 If you have a complaint or grievance regarding this procurement process please contact:

Louise Barker  
Funding and Compliance Manager  
Centre for Process Innovation  
Wilton Centre, Wilton  
REDCAR  
TS10 4RF

Email: [louise.barker@uk-cpi.com](mailto:louise.barker@uk-cpi.com)  
Tel. 01642 447275



## 3. TENDER SPECIFICATION

### 1. Scope of Services

#### 1.1 Introduction to CPI

The Centre for Process Innovation (CPI) is a technology innovation centre that uses market knowledge and technology understanding to develop and prototype products and processes quickly and efficiently with minimal risk to its public and private sector partners.

CPI works in the innovation space between the discovery of an idea and the delivery of a product or service to the commercial market and focuses on technology areas that have the largest economic potential.

Within CPI there are several business units based at sites in Wilton, Sedgefield and Middlesbrough.

Further details about CPI can be found at [www.uk-cpi.com](http://www.uk-cpi.com).

#### 1.2 Introduction to SUSPROC

SUSPROC is the UK's Sustainable Processing and Advanced Manufacturing Centre. It helps companies and organisations test, develop and scale up sustainable processes and energy solutions. Its practical and commercial approach enables customers to enter valuable and new markets as quickly as possible.

SUSPROC helps clients test and develop ideas without ever losing sight of the need for commercial competitiveness.

#### 1.3 Requirements

CPI is tendering for the supply of a process simulation package to support and enhance its operations within the Sustainable Processing and Advanced Manufacturing Centre at its Wilton Centre.

CPI's interest in the process industries includes fine chemicals, pharmaceuticals, oil and gas, renewables and industrial biotechnology. Therefore CPI is looking for a software package that is broad and supports this wide range of interests.

The modelling will be for continuous and batch processes and the package should have a large thermodynamic and physical properties database to support the processes to be modelled and investigated, furthermore the benefits of the database used should be identified.

In addition to the above, the package should have a user friendly interface and be capable of producing results readable in standard Microsoft Office software or Adobe PDF format (or equivalent). The option of single PC use with a dongle type device or a server licensed application should be detailed.

Depending on the process simulation package offered, training may be required for software. Please therefore detail costs associated with training CPI staff, the time required to complete the training and the location at which the training would need to take place.

Tenderers are requested to provide a price for a two year and three year licence and CPI will select the most appropriate licence term.

## 2. Evaluation of Tenders

2.1 Bids evaluation will take into account:

Price	20%
The thermodynamic and physical properties package	25%
Technical Performance and breadth of application	20%
Ease of use and interface with CPI Computer system	20%
After Sales Service / Product Support/ Customer Technical support	10%
Warranties and Guarantees	5%

2.2 CPI reserves the right to hold clarification interviews with any of the bidders as part of the evaluation process.

## 3. Contacts

3.1 If you have any questions concerning the tender please email:  
[e-tendering@uk-cpi.com](mailto:e-tendering@uk-cpi.com)

## 4. CONTRACTUAL TERMS

### 1. Contractual Terms

CPI's Terms and Conditions for Delivery of On-site Services (Non-Works) will apply to the training aspect of this tender. CPI will however accept all reasonable software licence terms and conditions for the remaining aspects, as long as they meet the minimum requirement of this tender.

Please note that in assessing the reasonableness of the software licence terms, CPI will, without limitation, consider the following factors:

Any limitations and exclusions in the software licence which have the practical end result of excluding all liability of the Supplier in respect of the Software, or which are unduly harsh or are otherwise unreasonable in the context of the marketplace, will not be acceptable.

CPI also requires warranties to be given that are, as an absolute minimum, equivalent to the English law statutory warranties under the Sale of Goods Act 1979 Sections 12, 13 and 14 and (if applicable) the Supply of Goods and Services Act 1982 Sections 13 and 14, and which if the software licence is governed by English Law, should not be excluded.

### 2. Terms and Conditions for the Delivery of On-site Services (Non-works)

Please refer to Appendix 1.

## 5. BINDING OFFER

Tender For: Process Simulator Software Package.

Tender number:- 310

<b>Company Name (Lead company if joint bid)</b>	
<b>Registered office address</b>	
<b>Postcode</b>	
<b>Company number and VAT number</b>	
<b>Name of main contact</b>	
<b>Address (if different from above)</b>	
<b>Postcode</b>	
<b>Telephone number</b>	
<b>Email</b>	
<b>Total Bid Price (including expenses but excluding VAT)</b>	£
<b>and/or Hourly Rate (if applicable)</b>	
<b>Where did you read about this Tender?</b>	CPI Website: <input type="checkbox"/> Mytenders.org: <input type="checkbox"/> OJEU: <input type="checkbox"/> Other: ..... .....

## 1. Declaration of non-criminality and of non-automatic disqualification under the Public Contracts Regulations 2006 (SI 2006 No.5) Regulation 23(1)

We have checked the requirements of the Public Contracts Regulations 2006 (SI 2006 No. 5) Regulation 23(1) ("the Regulation") as amended and updated from time to time, and hereby declare and certify that the Company named in this BINDING OFFER (and/or its directors, and/or any other person who has powers of representation, decision or control of such Company) has not been convicted in any jurisdiction of the European Union of any of the offences listed in the Regulation (including but not limited to offences of conspiracy, corruption, bribery, fraud, theft, destruction of evidence, money laundering, tax offences, professional offences, or any offence listed in the Regulation), and hereby agree that if this declaration is false in any way that we hereby indemnify CPI in full and hold CPI indemnified in full against all costs claims expenses and losses that CPI may incur or suffer as a result of such false declaration, including but not limited to: legal costs, costs of defending and/or settling any claim, costs of re-tendering, financial penalties.

## 2. Declarations regarding discretionary disqualifications under the Public Contracts Regulations 2006 (SI 2006 No.5) Regulation 23(4)

Do any of the following circumstances as set out in the Public Contracts Regulations 2006 (SI 2006 No. 5) Regulation 23(4) apply to the Company named in this BINDING OFFER (and/or its directors, and/or any other person who has powers of representation, decision or control of such Company)?

**Please circle as applicable:**

- (a) being an individual is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors or has made any conveyance or assignment for the benefit of his creditors or appears unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state; **Yes / No / NA**
- (b) being a partnership constituted under Scots law has granted a trust deed or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of its estate; **Yes / No / NA**
- (c) being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has passed a resolution or is the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or has had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the subject of the above procedures or is the subject of similar procedures under the law of any other state; **Yes / No / NA**

- (d) has been convicted of a criminal offence relating to the conduct of his business or profession; **Yes / No / NA**
- (e) has committed an act of grave misconduct in the course of his business or profession; **Yes / No**
- (f) has not fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which the organisation is established; **Yes / No**
- (g) has not fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which the economic operator is established; **Yes / No**
- (h) is guilty of serious misrepresentation in providing any information required of him under this regulation; **Yes / No**
- (i) in relation to procedures for the award of a public services contract, is not licensed in the relevant State in which he is established or is not a member of an organisation in that relevant State when the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member. **Yes / No**

**If any answer to 2 (a) to (i) is YES please give full details in the Tender Response including of any court actions and/or industrial tribunal hearings.**

### 3. Declaration of Binding Offer

We have read the documents a), b), c), d), e), f) and g) listed below which we have examined, understand and accept and we offer to supply the goods and/or services specified on the basis set out Paragraph 4 below, at the rates or prices quoted, and we hereby agree that our tender is a legally binding offer, which upon acceptance in writing by CPI shall form a legally binding contract between us and CPI on the basis set out in Paragraph 4 "Agreed Contract" below.

### 4. Agreed Contract

We agree that this tender and the contract which will result from it, if we are successful, shall be made up of the provisions in the documents listed below:

- a) Invitation to Tender
- b) Instructions to Tenderers
- c) Tender Specification
- d) Binding Offer
- e) Response to Tender (excluding any contractual terms of supply that we submit in or with it, but including any other clarifications to the Response to Tender provided by us at CPI's specific request which are marked by CPI as being incorporated into the contract)
- f) The CONTRACTUAL TERMS above
- g) CPI Purchase Order



all of which shall apply to the successful tender to the exclusion of any other contractual terms and conditions, including but not limited to any terms and conditions which we purport to apply to our supply of goods and/or services whether in the Response to Tender, or more generally, or otherwise in any way. We agree that any other terms or conditions of contract or any general reservations which we submit or which emanate from us in connection with this tender or with any contract resulting from this tender shall not be applicable to the contract.

Where a model contract is set out in the CONTRACTUAL TERMS we agree that if we are successful with this tender, we shall promptly after the final award of the contract execute such model contract without requesting amendment, and agree that until such model contract is prepared and executed, this tender if accepted by CPI shall constitute a binding contract as set out above.

## 5. Law

We agree that any contract that may result from this tender shall be subject to the law of England.

## 6. Confidentiality / No Collusion

We declare that we have abided by the Confidentiality of Tenders / No Collusion requirements set out in the Instructions to Tenderers.

## 7. Offer Validity

All of this Binding Offer (including but not limited to the prices quoted) is valid for acceptance and cannot be withdrawn by us for 90 days from the tender return date.

Signed: .....Date: .....

Print Name: .....

Position: .....

Duly authorised to sign tenders for and on behalf of:  
(full legal name of the Tenderer in BLOCK CAPITALS)

.....

Postal Address.

.....

.....

Telephone No .....