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| DCC (no strapline) Purple**Instructions for****Bidders****CCP085****Security for Chesterfield Library** |

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| **Instructions For Bidders** |
| Please read these instructions and conditions carefully before proceeding with the completion and submission of a bid.1. Definitions
2. General
3. Tender Documentation
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5. Transfer of Undertakings (TUPE)
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|  | **Definitions** 1. References to “the Council” shall mean “Derbyshire County Council”.
2. References to “Tender” shall mean Tender or quotation.
3. Reference to “Tenderer” shall mean the organisation participating in the Tender or quotation process.
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|  | **General**1. These instructions are designed to ensure that all Tenderers are given fair and equal consideration and to ensure compliance with relevant legal requirements.
2. These instructions shall form the conditions of participating in the procurement process.
3. Failure to comply with these instructions may result in the rejections of the Tender submission.
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|  | **Tender Documentation**1. All materials issued in connection with the Invitation to Tender shall remain the property of the Council and shall be used only for the purpose of this procurement exercise.
2. No unauthorised alteration or additions shall be made to any component of the Tender documentation.
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|  | **Confidential Nature of Documents and Bids** 1. All information supplied in connection with this tendering process shall be treated as confidential by Tenderers except that information, which may be disclosed so far as it is necessary for the purposes of obtaining sureties, guarantees and quotations required for the preparation and submission of their bid.
2. Tenderers shall observe all security/confidentiality and data protection obligations laid down by the Council. This shall include not divulging to any third party any information or data supplied by or obtained from the Council in the course of the Tenderer preparing their Tender response, except that which is expressly necessary for the preparation of a bid, or where otherwise approved in writing by the Corporate Principal Procurement Officer.
3. Tenderers shall not disclose they have been invited to bid, nor discuss the bid they intend to make nor canvass for its acceptance, other than with professional advisers who need to be consulted.  Bids shall not be canvassed or discussed with any other Tenderer or member or officer of the Council.
4. Tenderers shall not at any time release any information concerning the invitation or the Tender documentation to the media or any other person.
5. Tenderers should note that the Council is subject to the provisions of the FOIA/Freedom of Information Act 2000 (‘the Act’) and the Environmental Information Regulations 2004 (‘the Regulations’). This means that information may be subject to disclosure to the public unless an exemption applies. This includes such things as (but not exclusively):
6. Information in any Tender submitted to the Council
7. Correspondence and other papers
8. In the event that a Tenderer considers that any information supplied by it is either commercially sensitive or confidential in nature, this should be specifically highlighted in Appendix C FOIA Schedule with the reasons for its sensitivity given and an explanation of the grounds for exempting that information from disclosure.  The Tenderer should note that even where they have indicated that they consider the information to be commercially sensitive or confidential in nature, the Council may be required to disclose it under the Act or Regulations if a request is received.  Please note that information marked as commercially sensitive or confidential by the Tenderer should not be taken to mean that the Council accepts any duty of confidentiality by virtue of that marking.
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|  | **Transfer of Undertakings (TUPE)**1. **Employee Liability Information (TUPE-like data) shall be provided to bidders by request; subject to acceptance of a confidentiality agreement.**
* **Requests for Employee Liability Information should be made using the messaging feature of the eTendering portal.**
1. The Parties recognise that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), as amended by the "Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014, are likely to apply in respect of this Contract, and in the event they so apply the undertaking concerned (or any relevant part of the undertaking) shall transfer to the Contractor on the Relevant Transfer Date.
2. Where employee liability information (TUPE-like data) is provided it shall be used for the purposes of this Tender only. Tenderers shall keep the data secure and not re-produce it in any other format. Following a withdrawal from the Tender process or notification of an unsuccessful bid Tenderers shall dispose of all copies in a secure manner.
3. It is the Contractors responsibility to liaise with the current Contractor and to manage all TUPE implications which arise during the implementation phase of the contract and thereafter.
4. The Council gives no warranty as to the accuracy of any information provided by the incumbent Contractor about its employees engaged in the performance of the Contract who may transfer to the successful Tenderer at the service commencement date. It is for each Tenderer to take such steps as it deems necessary to satisfy itself as to the accuracy of information provided.
5. Tenderers shall form their own views on and be solely responsible for any implications arising from the Acquired Rights Directive and/or the Transfer of Undertakings (Protection of Employment) Regulations 2006 or any amendment/successor legislation which may apply to the contracts of employment of the incumbent Contractor’s employees. However, in the opinion of the Council TUPE will apply to this contract. The Contractor shall be responsible for all costs which might arise at commencement of the Contract or subsequently under the provisions of this Clause.
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|  | **Preparation of Tender Response**1. Completion of Questionnaires and Documents
	1. All questions should to be answered fully in the space provided. If the space for any question is not sufficient please continue on a separate attachment, to be returned with your electronic bid, clearly cross referencing the original question.
	2. For the sake of brevity where appropriate, references to 'your organisation' include partnerships, sole traders and co-operatives, NPO’s etc.
	3. If you are part of a group of companies please answer all the questions specifically as the bidding organisation, not for the group.
	4. Additional documentation may be requested by the Council where required.
2. Tenders and all supporting documents must be written in English.
3. Tendered prices must be in pounds sterling and whole pence to two decimal places, excluding VAT.
4. Tendered Prices must include all relevant costs required to meet the contract and the needs of the service, including but not limited to:
* Implementation
* Training
* Administration of the contract
* Account Management
* Monthly Reporting
1. Tenders submitted must be open and valid for acceptance for 180 calendar days from the closing date unless otherwise stated in the Tender documentation.
2. Any subsequent contract which may be entered into shall be subject to and in accordance with the law of England in its formation, interpretation and performance.
3. It is the responsibility of each Tenderer to obtain for themselves at their own expense any additional information necessary for the preparation of their bid. The Council will not be liable for any costs incurred by any Tenderer:
	1. In the preparation and/or submission of their Tender response.
	2. Due to any subsequent requirement to attend meetings, presentations or demonstrations.
4. If you require further advice or assistance concerning the questionnaires or documents, please address using the discussion / message function of the electronic tendering portal.
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|  | **Submission of Tenders**1. The closing date and time for the receipt of Tender submissions, including all supporting documents and additional bid information, is **11:00 hours** on **Thursday 29th July 2021**.
2. **It is the Tenderer’s responsibility to ensure that their bid, including all supplementary information, is submitted prior to the stated closing time and date.**

**Bids submitted after the closing date and time will NOT** **be accepted.**Tenderers are advised to complete their bid submission early enough to allow for the number and size of documents in their submission. 1. Tenderers shall complete the following documents and ‘upload’ them as part of their Tender response:
	1. Selection Questionnaire
	2. Appendix A Specification
	3. Appendix B Price schedule
	4. Appendix C FOIA Schedule
	5. Appendix F Social Value
	6. Appendix H Supplier Information Security Policy
	7. Tender checklist

Employee Liability (TUPE) Information shall be released to Tenderers subject to completion of the relevant Non-disclosure and/or Confidentiality & Data Sharing Agreement:* 1. Employee Liability Information – TUPE – (Appendix E Confidentiality and Data Sharing Agreement);

The successful tenderers shall be asked to complete and/or provide a copy of the following documents following the initial evaluation:* 1. Appendix D Financial standing questionnaire
	2. Financial documentation
	3. Insurance Certificates
	4. Policies

The following documents are supplied as part of the Tender documentation, but are for information purposes only and do not need to be returned:* 1. Appendix G Business Continuity Plan
	2. General condition of contract
	3. Instructions for Bidders

Submission of an offer will be taken as acceptance of the terms and conditions detailed within the Tender documentation.1. Failure to provide a complete submission including the documents stated above and the required supporting documentation, will result in your bid being deemed to be non-compliant.
2. A timed receipt will automatically be sent to Tenderers by email on the submission of a bid. Please note: The time of receipt is taken from the server running the electronic tendering portal and for the purpose of the bidding process this will be taken as the official time. The Council makes no guarantees that the time on the server will be the same as GMT.

*Please note: The electronic tendering system does not support all internet browsers. If you are using an unsupported browser you may encounter an error which could cause your submission to fail. Please ensure that you ‘click’ submit when you have uploaded your Tender Response and check that you have received a timed receipt. A list of supported browsers can be found at:* *<https://procontract.due-north.com/SupplierRegistration/Requirements>*1. All Tender submissions must be made through the “response” function of the electronic tendering portal. Submission made in hard copy, by email or using the message function of the portals will not be accepted.

Tenderers should NOT submit documents using the discussion / message function of the electronic tendering portal as these will not be considered.1. It is preferred that all documents are submitted electronically as part of the Tender response, however supplementary information (e.g. copies of company accounts, certificates etc.) may be submitted in hard copy. If provided, hard copy documents must be:

Enclosed and properly sealed in one package / consignment bag bearing the Additional Bid Information Label provided. It is the Tenderer's responsibility to ensure that their bid, including all supplementary information, is submitted prior to the stated closing time and date.1. Submission of a Tender response shall certify;
2. acceptance of the terms and conditions of the tender;
3. that the information supplied is accurate to the best of the Tenderer’s knowledge.

\* Where there are references within the Tender documents to the selection questionnaire please note: An ESDP/SPD (European Single Procurement Document / Single Procurement Document) may be submitted in place of the selection questionnaire and will be scored on a pass / fail basis. Any applicant submitting an ESPD/SPD shall be required to supplement the ESDP/SPD/DPC by completing and submitting part 3 and 4 of the selection questionnaire. |
|  | **Questions and Answers**1. Tenderers are required to submit any questions or requests for clarification using the message function of the electronic tendering portal by no later than **15:00 on Friday 16th July 2021.**
2. All questions will be considered by the Council, and where appropriate, responses shall be provided by the date detailed in the Tender timetable below. The final decision to answer any question shall be purely at the discretion of the Council.
3. All questions and responses which are considered by the Council to be of a substantive nature will be formally distributed to all Tenderers in a query log by the date detailed in the Tender timetable below. Questions and responses shall be anonymised to protect Tenderers identities
4. Any questions that are of a sensitive or confidential nature must be clearly identified as such on submission.
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|  | **Tender Procedure and Timetable**1. The Council is procuring the services detailed in the specification using the open procedure.

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| Submission of questions by: | 16th July 2021 15:00 |
| Response to questions by: | 22nd July 2021 15:00 |
| Tender response by: | 29th July 2021 11 :00 |
| \*Initial evaluation by: | 7th August 2021 |
| \*Award of contract: | 17th September 2021 |
| \*Contract start date: | 1st November 2021 |

\*Please note: Dates may be subject to change. |
|  | **Evaluation of Tenders**1. Tenders shall be evaluated as follows:
* Selection questionnaire - Pass / Fail
* Security Information Policy – 5%
* Response to Specification (Quality) - 60%
* Price - 35%

Please note the open tender process is a single stage procurement procedure and does not include a separate Pre-Qualification Stage, however the Council may examine tender submissions for completeness and to ensure all selection criteria is met prior to undertaking the quality/technical and price evaluations. Where it is found that the submission is incomplete and/ or that there is a failure to meet the selection criteria are not met, the bid will be deemed to be non-compliant and will not be considered further.1. Tender submissions will be assessed in the following ways:
2. **Compliance**

The Council will examine submissions for completeness and compliance against the requirements of the Tender documentation, including these instructions for bidders. The Council may seek clarification where necessary.Prior to detailed assessments, the Council will determine whether a submission substantially fulfils the requirements of the Tender documentation. The Council reserves the right to reject any submission determined as not substantially fulfilling such requirements.1. **Assessment of Selection Criteria (Commercial Assessment)**

The information requested and supplied within the selection questionnaire will form the basis of the commercial assessment undertaken by the evaluation team. Submissions will be assessed with respect to meeting the selection criteria and the Council’s minimum requirements.As part of the assessment the following parties may be consulted:* The Council’s Corporate Finance Team; for assessment of financial information provided.
* The Council’s Risk Manager; for assessment of the insurance information provided.
1. **Technical Assessment**

The criteria detailed in the “Appendix A Specification” document will form the basis on which technical assessments will be made. The relative scores and weightings for such criteria are detailed in the scoring section at the front of the document.1. **Price**

The prices detailed in “Appendix B Price Schedule” will form the basis of the assessment of prices. The formula used for the assessment of prices will be: **S = (BP÷TP) x 100** Formula key: * **S** = Score
* **BP** = Benchmark Price (Lowest compliant bid price),
* **TP** = Tender price

*Please note: Prices Tendered in excess of the stated budgets may result in the Tender being deemed to be non-compliant.* |
|  |  **Award Process**1. The Invitation to Tender does not constitute an offer and the Council does not undertake to accept the lowest or part, or all of any bid, even if all the requirements are met. The Council reserves the right to abandon the Tender process at any time for any reason whatsoever.
2. The Council reserves the right to award a contract to a Tenderer in any or all of the work areas detailed in the specification.
3. All Tenderers shall be notified in writing whether their bid has been successful or unsuccessful.
4. The acknowledgement of receipt of any Tender submission shall not constitute any actual or implied agreement between the Council and the Bidder.
5. Tenderers must not undertake to perform or deliver any services without prior written notification from the Council that they have been awarded the contract and are required to start performing their obligations under the contract.
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|  | **Bidder Warranties** In making a Tender submission, the Tenderer warrants, represents and undertakes to the Council that:1. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Bidder, its staff or agents in connection with or arising out of the Tender are true, complete and accurate in all respects, both as at the date communicated and as at the date of submission of the Tender response;
2. they have made their own investigations and research and have satisfied themselves in respect of all matters (whether actual or contingent) relating to the Tender and that they have not submitted their Tender and will not be entering into the contract (if the same be awarded to the Bidder by the Council) in reliance upon any information, representation or assumption which may have been made by or on behalf of the Council;
3. they have full power and authority to enter into the contract and perform the obligations specified in the contract and will, if requested, produce evidence of such to the Council.
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|  | **Contact and Queries**Communication should be via the discussion / message function of the electronic tendering portal. If you are experiencing difficulties using this function, please contact the system administrator:Email: ProContractSuppliers@proactis.com Telephone: (+44) 03300 050 352If you are unable to use the electronic tendering portal, urgent queries may be raised with:Procurement officer: Katee FletcherEmail: Katee.Fletcher@derbyshire.gov.uk |