**Instructions for Bidders**

#### Provision of Linen Hire Services in Derbyshire Adult Care Residential Establishments

#### Reference SSD 17 02



# Section 1 - Introduction

1. Derbyshire County Council, Adult Care Department is seeking tenders from suitable providers for the provision of Linen Hire Services in Derbyshire Adult Care Residential Establishments Linen Hire Services in Derbyshire Adult Care Residential Establishments.
2. These instructions shall form the conditions of participating in the procurement process.
3. Failure to comply with these instructions may result in the rejection of the Tender Submission.
4. All materials issued in connection with the Invitation to Tender shall remain the property of Derbyshire County Council and shall be used only for the purpose of this procurement exercise.
5. **Tender Timetable**

|  |  |
| --- | --- |
| Submission of Questions by: | 5pm – 17th October 2017 |
| Response to Questions by: | 5pm – 18th October 2017 |
| Tender Return Date – **Key Date**: | **11am – 20th October 2017** |
| Successful and Unsuccessful Tenders Notified: | 19th January 2018 |
| Contract Start Date: | 1st April 2018 |

The Tender Return Date is fixed and will not change.

Dates following the Tender Return Date are provisional and may be subject to change. If there are any changes, all organisations who have submitted a tender will be advised via the message function of the electronic tendering portal.

1. **Contacts and Queries**

All 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: [support@due-north.com](mailto:support@due-north.com)

Telephone: (+44) 330 005 0352

If you are unable to use the electronic tendering portal, urgent queries may be raised with:

Contracts Manager: Sheila Murdoch

Email: sheila.murdoch@derbyshire.gov.uk

Telephone: 01629 532183

Other than the nominated contact, Tenderers should not make any contact with any other employee, member or advisors to the Council, without prior invitation or agreement

# Section 2 – Instructions for Completion

1. **Tender Documentation**

1.1 The following documents are provided for the tenderers information only and do not need completing:

* Instructions for Bidders
* Schedule 1 - Service Specification
* Schedule 2 – Performance Monitoring and Contract Management
* Terms and Conditions of Contract
* Schedule 6a – Data Sharing Agreement
* Financial Standing Questionnaire – Please note that this is for information only at this stage and does **NOT** need to be completed and submitted.
* Additional Bid Information Label

1.2 Tenderers must complete the following documents and upload them as part of their tender submission:

* Selection Questionnaire
* Tender Questions
* Social Value Proposal
* Schedule 3 – Pricing Schedule
* Tender Checklist
* Identification of Confidential Information (FOIA Schedule)

1.3 No unauthorised alteration or additions shall be made to any component of the tender documentation.

1. **Transfer of Undertakings (TUPE)**

2.1 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.

2.2 The Parties recognise that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) may 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.

2.3 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.

2.4 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.

2.5 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.

2.6 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.

1. **Preparation of Tender Response**

3.1 Completion of Questionnaires and Documents

* 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.
* For the sake of brevity where appropriate, references to 'your organisation' include partnerships, sole traders and co-operatives, NPO’s etc.
* If you are part of a group of companies please answer all the questions specifically as the bidding organisation, not for the group.
* Additional documentation may be requested by the Council where required.

3.2 Tenders and all supporting documents must be written in English.

3.3 Tendered prices must be in pounds sterling and whole pence to two decimal places, excluding VAT.

3.4 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.

3.5 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:

(a) In the preparation and/or submission of their tender response.

(b) Due to any subsequent requirement to attend meetings, presentations or demonstrations.

3.6 If you require further advice or assistance concerning the questionnaires or documents, please use the discussion / message function of the electronic tendering portal.

1. **Confidential Nature of Documents and Bids**

4.1 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.

4.2 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.

4.3 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.

4.4 Tenderers shall not at any time release any information concerning the invitation or the Tender documentation to the media or any other person.

4.5 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):

1. Information in any Tender submitted to the Council
2. Correspondence and other papers

4.6 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 the **Identification of Confidential Information (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.

1. **Questions and Answers**

4.1 Tenderers are required to submit any questions or requests for clarification using the message function of the electronic tendering portal by no later than **5.00pm** on **Tuesday 17th October 2017.**

4.2 All questions will be considered by the Council, and where appropriate, responses shall be provided by the date detailed in the tender timetable. The final decision to answer any question shall be purely at the discretion of the Council.

4.3 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. Questions and responses shall be anonymised to protect Tenderers identities

4.4 Any questions that are of a sensitive or confidential nature must be clearly identified as such on submission.

# Section 3 – Submission of Tender

1. The closing date and time for the receipt of tender submissions, including all supporting documents and additional bid information, is **11.00am** on **Friday 20th October 2017**.
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 documents listed in 1.2 of Section 2 of this document and ‘upload’ them as part of their tender response.
2. Tenderers shall be asked to provide a copy of the following documents following the initial evaluation:
   1. Insurance Certificates
   2. Policies
   3. Financial Standing Questionnaire and Audited Accounts
   4. Schedule 6a – Data Sharing Agreement
3. Submission of a tender will be taken as acceptance of the terms and conditions detailed within the tender documentation.
4. 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.
5. 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 “response” feature 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.

1. 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.
2. Submission of a tender response shall certify;
3. acceptance of the terms and conditions of the tender;
4. that the information supplied is accurate to the best of the Tenderer’s knowledge.
5. An ESDP (European 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 shall be required to supplement the ESDP by completing and submitting parts 3 and 4 of the selection questionnaire.
6. Bidder’s Warranties

In making a tender submission, the Tenderer warrants, represents and undertakes to the Council that:

(a) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Tenderer, 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. It should be noted that if any error, omission, false statement or misrepresentation is discovered, the Council reserves the right to disqualify the tenderer from selection, without regard to the stage where the selection process has reached;

(b) 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 I awarded to the Tenderer by the Council) in reliance upon any information, representation or assumption which may have been made by or on behalf of the Council;

(c) 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.

1. Tenderers must notify the Council in writing immediately in the event that any information provided in their submission changes at any stage of the procurement process and/or any change of control, composition or membership of the tenderer or its consortium members.

# Section 4 – Evaluation of Tenders

1. Tenders shall be evaluated as follows:

|  |  |  |
| --- | --- | --- |
| **Criteria** | **Minimum Requirements** | **% Weighting of Overall Assessment** |
| Compliance/Completeness of Tender Submission | Tenderers that do not achieve an overall Pass will be deemed non-compliant. | N/A – Pass/Fail |
| Selection Questionnaire | Tenderers that do not achieve an overall Pass will be deemed non-compliant. | N/A – Pass/Fail |
| Tender Questions | N/A | 35% |
| Social Value Proposal | N/A | 5% |
| Pricing Schedule | N/A | 60% |

1. Tender submissions will be assessed in the following ways:

**2.1** **Compliance and Completeness of Tender Submission**

The Council will examine submissions for completeness and compliance against the requirements of the tender documentation, including the Instructions to Bidders. This includes ensuring that all required documents have been submitted and the documents that have been submitted have been completed as directed.

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.

**2.2 Selection Questionnaire**

Tenderers should refer to the Evaluation Approach within the Selection Questionnaire, which sets out the scoring principles and Scoring of the information that is provided in this document.

As part of this 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)
* The Council’s Internal Audit Team (for assessment of the information provided relating to audit and information security)

The Council reserves the right to contact the Tenderers technical referees named within Section 6 of the Selection Questionnaire to aid the assessment of Technical and Professional Ability and validate the information provided. Therefore, the Tenderer should ensure that the named contacts are current and willing to provide a reference to the Council upon request. The Council reserves the right to undertake further inspection of current contracts to resolve any questions about technical efficiency, quality, service levels and reliability.

The Council may seek clarification regarding the information provided within the Selection Questionnaire where necessary. Tenderers are required to respond to any queries from the Council within the timescale requested. Failure to respond in the required timescale or responding late may affect the score for the section of the Selection Questionnaire being clarified.

The Council may request copies of documents at any point during the procurement process to validate information provided within the Selection Questionnaire.

**2.3 Tender Questions**

The Council reserves the right to contact tenderers to seek clarification on information provided in response to the Tender Questions. Tenderers are required to respond to any queries from the Council within the timescale requested. Failure to respond in the required timescale or responding late may affect the score for the Tender Question being clarified.

The Tender Questions will be scored in accordance with the scoring criteria in Table A below.

|  |  |  |
| --- | --- | --- |
| **TABLE A** | | |
| **Score** | **Summary** | **Definition** |
| 0 | Unacceptable | The information is either omitted or fundamentally unacceptable to the Council. |
| 2 | Partially Satisfactory | The information submitted partially satisfies and evidences experience/capability/capacity. |
| **5** | **Satisfactory – meets expectation** | **The information submitted is satisfactory and evidences sufficient experience/capability/capacity.** |
| 7 | Good – exceeds expectation | The information submitted is comprehensive and evidences strong experience/capability/capacity. |

The Tender Questions will be weighted as follows in Table B.

|  |  |  |  |
| --- | --- | --- | --- |
| **TABLE B** | | | |
| **Question** | **Maximum Score** | **Question Weighting** | **Max Weighted Score** |
| Question 1 | 7 | 4% | 4 |
| Question 2 | 7 | 3% | 3 |
| Question 3 | 7 | 3% | 3 |
| Question 4 | 7 | 3% | 3 |
| Question 5 | 7 | 4% | 4 |
| Question 6 | 7 | 3% | 3 |
| Question 7 | 7 | 4% | 4 |
| Question 8 | 7 | 4% | 4 |
| Question 9 | 7 | 4% | 4 |
| Question 10 | 7 | 3% | 3 |
| TOTAL | 70 |  | 35 |

**2.4 Social Value Proposal**

The Council reserves the right to contact tenderers to seek clarification on information provided in the Social Value Proposal. Tenderers are required to respond to any queries from the Council within the timescale requested. Failure to respond in the required timescale or responding late may affect the score for the section of the Social Value Proposal being clarified.

The Social Value Proposal will be scored in accordance with the scoring criteria in Table C below.

|  |  |  |
| --- | --- | --- |
| **TABLE C** | | |
| **Score** | **Summary** | **Definition** |
| 0 | Unacceptable | The information is either omitted or fundamentally unacceptable to the Council. |
| 2 | Partially Satisfactory | The information submitted partially satisfies and evidences the stated requirement. |
| **5** | **Satisfactory – meets expectation** | **The information submitted is satisfactory and evidences the stated requirement.** |
| 7 | Good – exceeds expectation | The information submitted is comprehensive and strongly evidences the stated requirement. |

The Social Value Proposal will be weighted as follows in Table D.

|  |  |  |  |
| --- | --- | --- | --- |
| **TABLE D** | | | |
| **Element** | **Maximum Score** | **Weighting** | **Max Weighted Score** |
| Number of Activities Proposed | 7 | 2 | 2 |
| Relevance of Activities Proposed to Priority Outcomes | 7 | 2 | 2 |
| Measurability of Proposed Activities | 7 | 1 | 1 |
| TOTAL | 21 |  | 5 |

**2.5 Budget**

Derbyshire County Council reserve the right to contact tenderers to seek clarification on information provided. Should clarification be sought, tenderers may not revise the original figures and values submitted.

**Any tenderers submission whose bid is in excess of the budget identified within the Service Specification shall be rejected.**

The formula used for the assessment of budgets will be: **S = (BP÷TP) X 100**

Formula Key: S = Score

BP = Benchmark Price (Lowest Compliant Bid)

TP = Tender Price

The maximum score available will be **60**.

**2.6 Clarification/Due Diligence Meeting**

The Council reserves the right to invite tenderers to attend a clarification/due diligence meeting. This will be used only to confirm what is believed from the tender submission and to test the validity of the submission. This will not be an opportunity to gain additional scores.

Invitations to clarification/due diligence meetings will be issued via the message function of the electronic tendering portal. A notice period of 1 week will be provided.

Tenderers will be advised of the specific questions relating to their tender that they will be required to answer in order for the Council to be able to accurately evaluate their original submission.

Organisations will be able to bring up to 3 people. These must be the individuals that are able to answer the specific questions being asked in this meeting and must include the individual who would have operational responsibility for the service, should the bid be successful.

Failure to attend a due diligence meeting or to be able to adequately verify the information submitted in their submission at the due diligence stage will result in a tenderers bid being judged to be non-compliant.

**2.7 Audit Testing**

Where there is a requirement for the processing of personal and/or sensitive personal data of service users the Council may award the contract subject to audit testing.

Audit testing will include a site visit to the successful tenderer’s premises to seek assurances that effective security and information governance procedures are in place, in accordance with the requirements detailed in the Selection Questionnaire: Section 8.10 Audit and Information Security.

Any non-conformities will be shared with the Successful Tenderer in order to agree a correction plan to rectify the audit findings.

The Council reserves the right to require the Successful Tenderer to complete the correction plan at their own expense in accordance with the timescales set out below.

|  |  |  |
| --- | --- | --- |
| **Category** | **Description** | **Correction Timeframe** |
| Critical | Significant system, financial or reputational risks where immediate remedial action is considered essential. | Immediate and prior to contract signing. |
| High | The absence of, significant weakness in, or inadequate internal controls over, the operation of key processes which compromise the integrity of the service. These would result in a potential significant increase in the level of risk exposure which may be financial, reputational or take the form of an increased risk of litigation. | Maximum of 3 months from notification. |
| Medium | Poor working practices of non-compliance professional standards or procedures which result in the increased risk of loss/inefficient operation and which expose the Council to an increased level of risk overall. | Maximum of 6 months from notification |
| Low | General housekeeping/ system enhancement issues which require consideration and a planned implementation date within the medium term. | Timescales as agreed in the Correction Plan. |

# Section 5 – Award Process

1. The tenderer with the overall highest score will be recommended by Council officers for approval for award of the contract by Cabinet.
2. All Tenderers shall be notified in writing whether their bid has been successful or unsuccessful.
3. The Council will allow a mandatory/voluntary standstill period of at least 10 calendar days between notifying Tenderers of the decision to award the contract and executing the formal contract with the successful Bidder.
4. The award of the contract will be subject to the successful bidder agreeing to implement any measures identified in the Correction Plan (issued as a result of Audit Testing) and any measures required to ensure that policies and procedures meet the requirements of the Council within the timescales specified by the Council.
5. The acknowledgement of receipt of any tender submission shall not constitute any actual or implied agreement between the Council and the Bidder.
6. 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.
7. Derbyshire County Council does not commit to award any contract, and it reserves the right to cancel the procurement at any time or stage for any reason whatsoever without liability.