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| DCC (no strapline) Purple  **Instructions for**  **Bidders**  **CPH081**  **Lot 2 Inpatient Management of Withdrawal from Drug and Alcohol Dependence** |

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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 4. Confidential Nature of Bids and Documents 5. Transfer of Undertakings (TUPE) 6. Preparation of Tender Response 7. Submission of Tenders 8. Questions and Answers 9. Tender Procedure and Timetable 10. Evaluations of Tenders 11. Award Process 12. Bidder Warranties 13. Contact and Queries | |
|  | **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. |
|  | **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. |
|  | **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. 3. The requirements detailed in Appendix A are samples of the requirements of the Council. The Council, however, does not bind itself to any contractual commitment to purchase any specific proposals identified and reserves the right to accept the whole or such portion of any Tender as is appropriate including other Tenders for the supply of similar solutions. 4. The Council recognises that markets and businesses are changing at an ever-increasing pace. The specification detailed is, therefore, the minimum acceptable to the Council and shall be capable of development. |
|  | **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 Tender Forms 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. |
|  | **Transfer of Undertakings (TUPE)**  Not Applicable to this Tender |
|  | **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 * Salaries * Premises * Equipment * Drug Costs * 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. |
|  | 1. Tenderers shall complete the following documents and email them as part of their Tender response:    1. Selection Questionnaire    2. Appendix A Specification    3. Appendix B Price schedule    4. Appendix C Tender Forms    5. Appendix D Cost Breakdown of Service    6. Appendix E Supplier Information Security    7. Appendix F Financial Standing Questionnaire    8. Financial Documents    9. Insurance Certificates    10. CQC Registration Certificate and Special Conditions pertaining to Registration    11. Qualifications and Memberships of Professional bodies    12. Tender checklist   The successful tenderers shall be asked to complete and/or provide a copy of the following documents following the initial evaluation:   * 1. Policies   2. Cyber Essentials and or Standards met and are complaint with the annual NHS Data Security and Protection Toolkit and published on the NHS register.   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. Agreement   2. Instructions for Bidders   3. Appendix G Policy Reporting and Management of Serious Incidents for services commissioned by Derbyshire County Council Public Health   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. All Tender submissions are to be emailed to: ASCH.Public.Health@derbyshire.gov.uk 3. Submission of a Tender response shall certify; 4. acceptance of the terms and conditions of the tender; 5. 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**  Not Applicable |
|  | **Tender Procedure and Timetable**  Not Applicable |
|  | **Evaluation of Tenders**   1. Tenders shall be evaluated as follows:  * Selection questionnaire - Pass / Fail * Response to Specification / Scope (Technical / Quality) - 75% * Price - 25% * Supplier Information Security – Pass/Fail   Bids will be deemed to non-compliant where they fail to achieve a minimum score of 2 for the answer provided to any question and bids will not be assessed 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 and Appendix E Supplier Information 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. * The Council’s ICT, Data Security and Audit Teams, for all technical and data security 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].  In assessing the responses to the questions/requirements, the Council will be seeking evidence of the Potential Provider’s suitability to deliver the requirements of the contract.  **Additional Information**  The Council expressly reserves the right to require a Potential Provider to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in the tender documentation. The Council may seek independent financial and market advice to validate information declared, or to assist in the evaluation.  Failure to provide the required information, make a satisfactory response to any question, or supply documentation referred to in responses, within the timescale given, may mean that your organisation will not be considered further.  Bids will be deemed to non-compliant where they fail to achieve a minimum score of 2 for the answer provided to any question and bids will not be assessed further.   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.*   1. **Not Applicable Lot 1** 2. **Any Qualified Provider – Applies to Lot 2 Only**  * Open throughout the duration of the contract term to any qualified provider who meets the selection criteria as set out in the tender documentation.  1. **Supplier Information Security**   Responses to each control in Appendix E will be evaluated and scored in accordance with the following table:   |  |  | | --- | --- | | **Score** | **Description** | | 0 | Not providing a response; or a **No** response with no supporting comments; or Not compliant, or only partially compliant, but no satisfactory evidence has been provided of when compliance will be achieved. | | 2 | Not compliant, or only partially compliant, but satisfactory evidence has been provided that full compliance will be achieved within 12 calendar months of the indicated contract award date. | | 4 | Not compliant, or only partially compliant, but satisfactory evidence has been provided that full compliance will be achieved within 6 calendar months of the indicated contract award date. | | 7 | Not compliant, or only partially compliant, but satisfactory evidence has been provided that full compliance will be achieved within 3 calendar months of the indicated contract award date. | | 9 | Not compliant, or only partially compliant, but satisfactory evidence has been provided that full compliance will be achieved before the indicated contract award date. | | 10 | A **Yes** response indicating existing full compliance with no caveats, exclusions, restrictions or limitations. |   To meet the Council’s selection criteria and the Council’s minimum requirements tenderers must provide a response to, and achieve a minimum score of 2 for each control     1. **Due Diligence: Supplier Information Security**   The due diligence will seek validation on the scores and responses given by the Highest Scoring Tenderer to specific questions identified within the Tender Response. This is for the judgment of the Council alone given the importance of the security of the data that the Contractor’s Solution will be used to create, store and process. This is a fundamental part of the Council’s commitment to ensuring on-going compliance with the Data Protection Act 1998 and the Council’s IT ISO27001 Security Policies and Procedures.  The due diligence process needs to be concluded promptly in order to minimise any delay in awarding the Contract.  The Highest Scoring Tenderer is required to fully co-operate with the Council to conclude the due diligence within the following timescales:   |  |  | | --- | --- | | **Activity** | **Timescale** | | Submission of the documentation identified in the Selection Questionnaire as being ‘available on request’. | Within 48 hours of request by the Council. | | Submission of the documentation identified as part of the Audit testing and site visit(s) in 5.1.4 above. | Within 48 hours of request by the Council. | | On-site Presentation or Demonstration | Within 1 week from receipt of agenda issued by the Council. | | Site Visit(s) | To be arranged within 48 hours of request by the Council and scheduled no later than 2 weeks from date of request. | | Provision of test environment for audit testing | Within 1 week of request by the Council. | | Sign off of the Correction Plan | Within 2 weeks from receipt of initial draft submitted by the Council. |   The Council reserves the right to deem the outcome of the due diligence as ‘unsatisfactory’, if Tenderer fails to work within these timescales, except where delays are caused solely by the Council.   1. **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. |      1. **Due Diligence** **Outcome** 2. In the event that the outcome of the due diligence is unsatisfactory (in the sole opinion of the Council), for reasons including, but not limited to:    1. The Tenderer is no longer in that position following the due diligence process set out in this section;    2. The Tenderer fails to comply with the due diligence timescales set out (providing the documents requested), except where failure is solely a result of Council delay(s); or    3. The Tenderer fails to rectify Critical category defects as defined in the table above and set out in the agreed Correction Plan, within the timeframe required;   then, the Council reserves the right to either, at its sole discretion:   * 1. Deem the Tenderer to be non-compliant and to undertake the same due diligence on the next placed Tenderer. The Council may continue this process until a compliant Tenderer is identified; or   2. Withdraw from the procurement process. |
|  | **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. |
|  | **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. |
|  | **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](mailto:ProContractSuppliers@proactis.com)  Telephone: (+44) 03300 050 352 |