



Instructions for Bidders

CS/2016/DSSYC

**Derbyshire Support Service for Young Carers and
their Families**

Instructions For Bidders

Please read these instructions and conditions carefully before proceeding with the completion and submission of a bid.

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1.	Definitions <ol style="list-style-type: none"> 1.1 References to “the Council” shall mean “Derbyshire County Council”. 1.2 References to “tender” shall mean tender or quotation. 1.3 Reference to “Tenderer” shall mean the organisation participating in the tender or quotation process.
2.	General <ol style="list-style-type: none"> 2.1 These instructions are designed to ensure that all Tenderers are given fair and equal consideration and to ensure compliance with relevant legal requirements. 2.2 These instructions shall form the conditions of participating in the procurement process. 2.3 Failure to comply with these instructions may result in the rejections of the Tender submission.
3.	Tender Documentation <ol style="list-style-type: none"> 3.1 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

	<p>procurement exercise.</p> <p>3.2 No unauthorised alteration or additions shall be made to any component of the tender documentation.</p> <p>3.1 The requirements detailed in Appendix A – Service Specification 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 Tender for the supply of similar solutions.</p>
4.	<p>Confidential Nature of Documents and Bids</p> <p>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.</p> <p>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 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.</p> <p>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.</p> <p>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.</p> <p>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):</p> <ul style="list-style-type: none"> (a) Information in any Tender submitted to the Council (b) Correspondence and other papers <p>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 Appendix D - 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.</p>

<p>5.</p>	<p>Transfer of Undertakings (TUPE)</p> <p>5.1 Employee Liability Information (TUPE-like data) shall be provided to bidders by request; subject to acceptance of a confidentiality agreement.</p> <ul style="list-style-type: none"> • Requests for Employee Liability Information should be made using the messaging feature of the eTendering portal. <p>5.2 The Parties recognise that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) 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.</p> <p>5.3 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.</p> <p>5.4 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.</p> <p>5.5 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.</p> <p>5.6 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.</p>
<p>6.</p>	<p>Preparation of Tender Response</p> <p>6.1 Completion of Questionnaires and Documents</p> <ul style="list-style-type: none"> (a) 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. (b) For the sake of brevity where appropriate, references to 'your organisation' include partnerships, sole traders and co-operatives, NPO's etc. (c) If you are part of a group of companies please answer all the questions specifically as the bidding organisation, not for the group. (d) Additional documentation may be requested by the Council where required. <p>6.2 Tenders and all supporting documents must be written in English.</p>

	<p>6.3 Tendered prices must be in pounds sterling and whole pence to two decimal places, excluding VAT.</p> <p>6.4 Tendered Prices must include all relevant cost required to meet the contract and the needs of the service, including but not limited to:</p> <ul style="list-style-type: none"> • Implementation • Labour • Commissioning • Delivery • Training • Administration of the contract • Account Management • Monthly Reporting • Dedicated Web Pages for Council Customers • Promotion & Marketing of the contract to employees of the Council <p>6.5 Tenders submitted must be open and valid for acceptance for 180 calendar days from the closing date unless otherwise stated in the tender documentation.</p> <p>6.6 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.</p> <p>6.7 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:</p> <ul style="list-style-type: none"> (a) In the preparation and/or submission of their tender response. (b) Due to any subsequent requirement to attend meetings, presentations or demonstrations. <p>6.8 If you require further advice or assistance concerning the questionnaires or documents, please address using the discussion / message function of the electronic tendering portal.</p>
<p>7.</p>	<p>Submission of Tenders</p> <p>7.1 The closing date and time for the receipt of tender submissions, including all supporting documents and additional bid information, is 11:00 hours on 22nd November 2016.</p> <p>7.2 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.</p> <p>Bids submitted after the closing date and time will <u>NOT</u> be accepted.</p> <p>Tenderers are advised to complete their bid submission early enough to allow for the number and size of documents in their submission.</p> <p>7.3 Tenderers shall complete the following documents and 'upload' them as part of their tender response:</p> <ul style="list-style-type: none"> (a) Selection Questionnaire (b) Appendix B - Evaluation Approach & Service Specific Questionnaire/Measures and Exit proposals

	<ul style="list-style-type: none"> (c) Appendix C - Price schedule (d) Appendix D - FOIA schedule (e) Appendix E – Financial Standing Questionnaire (f) Appendix F - Social Value Proposals (g) Tender checklist
7.4	<p>Tenderers are required to include the following documentation as part of their tender response:</p> <ul style="list-style-type: none"> (a) Safeguarding Children and Young People Policy(s) (b) Health and Safety Index and Example Documentation
7.5	<p>The following documents are supplied as part of the tender documentation, but are for information purposes only and do not need to be returned:</p> <ul style="list-style-type: none"> (a) Draft Contract (b) Instructions for Bidders (c) Appendix A – Service Specification (d) Appendix G - Social Value Framework and Outcomes (draft) (e) Appendix H - Social Value Framework Guidance (draft) (f) Appendix I - Social Value Strategy (draft) (g) Frequently asked questions
7.6	<p>Tenderers that require information regarding current staffing and TUPE details must complete, sign and return a copy of the following proforma before the information can be released:</p> <ul style="list-style-type: none"> (a) Information Sharing Agreement <p>Submission of an offer will be taken as acceptance of the terms and conditions detailed within the tender documentation.</p>
7.7	<p>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.</p>
7.8	<p>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.</p> <p>Tenderers should NOT submit documents using the discussion / message function of the electronic tendering portal as these will not be considered.</p>
7.9	<p>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:</p> <p>Enclosed and properly sealed in one package / consignment bag bearing the Additional Bid Information Label provided.</p> <p>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.</p>

	<p>7.10 Submission of a tender response shall certify;</p> <p>(a) acceptance of the terms and conditions of the tender;</p> <p>(b) that the information supplied is accurate to the best of the Tenderer's knowledge.</p> <p>* Where there are references within the tender documents to the selection questionnaire please note: 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 ESDP shall be required supplement the ESDP by completing and submitting sections 6, 7 & 8 of the selection questionnaire.</p>														
8.	<p>Questions and Answers</p> <p>8.1 Tenderers are required to submit any questions or requests for clarification using the message function of the electronic tendering portal by no later than 11:00 on 10th November 2016</p> <p>8.2 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.</p> <p>8.3 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</p> <p>8.4 Any questions that are of a sensitive or confidential nature must be clearly identified as such on submission.</p>														
9.	<p>Tender Procedure and Timetable</p> <p>10.1 The Council is procuring the services detailed in the specification using the procedure.</p> <table border="1"> <tr> <td>Submission of questions by:</td><td>10th November 2016 by 11 :00</td></tr> <tr> <td>Response to questions by:</td><td>15th November 2016</td></tr> <tr> <td>Tender response by:</td><td>22nd November 2016 by 11 :00</td></tr> <tr> <td>*Initial evaluation by:</td><td>20th December 2016</td></tr> <tr> <td>*Due diligence meeting / Interview:</td><td>11th January 2017</td></tr> <tr> <td>*Award of contract:</td><td>20th January 2017</td></tr> <tr> <td>*Contract start date:</td><td>1st April 2017</td></tr> </table> <p>Please note: Dates may be subject to change.</p>	Submission of questions by:	10th November 2016 by 11 :00	Response to questions by:	15th November 2016	Tender response by:	22nd November 2016 by 11 :00	*Initial evaluation by:	20th December 2016	*Due diligence meeting / Interview:	11th January 2017	*Award of contract:	20th January 2017	*Contract start date:	1st April 2017
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10.	<p>Evaluations of Tenders</p> <p>10.1 Tenders shall be evaluated as follows:</p> <ul style="list-style-type: none"> • Selection questionnaire - Pass / Fail • Response to Service Specific questionnaire (Technical / Quality) - 35% • Response to Service User questionnaire (Technical / Quality) - 35% • Interview - 10% 														

- Social Value – 5%
- Tender Price – 5%
- Funding proposals 5%
- Measures and Exit proposals 5%

10.2 Tender submissions will be assessed in the following ways:

(a) Compliance

The Council will examine submissions for completeness and compliance against the requirements of the tender documentation, including the instructions to 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.

(b) 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 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 Children's Safeguarding team; for assessment of the Safeguarding policy(s) provided
- The Council's Children's Services Health and Safety team; for assessment of the Health and Safety information provided

(c) Technical Assessment

The criteria detailed in the "Appendix A - Service 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 front section of "Appendix B – Evaluation Approach & Service Specific Questionnaires".

(d) Price

The prices detailed in "Appendix C - Price Schedule" will form the basis of the assessment of prices.

The formula used for the assessment of prices will be: **$S = (BP \div TP) \times 100$**

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.

(e) Interview Stage

Following the evaluation of the tender submissions, compliant bidders will be invited to attend an interview.

At the interview all organisations will be asked a series of standard questions, responses to the questions shall be scored and will form part of the overall weighted score.

- Organisation may also be asked a number of clarification questions relating specifically to their bid response. (Please note: Responses to clarification questions will not be scored).

10.3 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, prior to the finalisation of the contract award, to seek assurances that effective security and information governance procedures are in place in accordance with the requirements detailed in the Pre-Qualification Questionnaire: Section 7 – A8 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.

11. Award Process

11.1 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.

11.2 The Council reserves the right to award a contract to a Tenderer in any or all of

	<p>the work areas detailed in the Service Specification.</p> <p>11.3 All Tenderers shall be notified in writing whether their bid has been successful or unsuccessful.</p> <p>11.4 As a matter of good practice the Council will allow a 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.</p> <p>11.5 The acknowledgement of receipt of any tender submission shall not constitute any actual or implied agreement between the Council and the Bidder.</p> <p>11.6 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.</p>
12.	<p>Bidder's Warranties</p> <p>In making a tender submission, the Tenderer warrants, represents and undertakes to the Council that:</p> <ul style="list-style-type: none"> (a) 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; (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 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; (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.
13.	<p>Contacts and Queries</p> <p>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:</p> <p>Email: support@due-north.com Telephone: (+44) 01670 597136</p> <p>If you are unable to use the electronic tendering portal, urgent queries may be raised with:</p> <p>Procurement officer: Denise Hudson Email: denise.hudson@derbyshire.gov.uk Telephone: 01629 538448</p>