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**Schedule 5: Instructions to Tenderers**

**Dynamic Purchasing System for the Provision of Accommodation and Support for Care Leavers**

**Section A: Invitation to Participate (ITP)**

## Background and Objectives of the Procurement Process

* 1. Southend-on-Sea Borough Council (“the Council”) is establishing a Provider list, using a Dynamic Purchasing System (DPS), of organisations who are able to provide high quality accommodation and support for Care Leavers.
  2. This Dynamic Purchasing System enables Commissioners to procure a sufficient number of Providers who can provide accommodation and support for care leavers.

Providers may be invited to tender for contracts for the following accommodation and support for care leavers:

* + Single-unit ‘Low Profile’ Support and Accommodation (24 hour support with on-site sleep-in provision) for Care Leavers (aged 16-18)
  + Shared ‘Low Profile’ Support and Accommodation (24 hour support with on-site sleep-in provision for Care Leavers (aged 16-18)
  + ‘Complex’ Support and Accommodation (24 hour support with on-site sleep-in support plus additional 1:1 key-working support based on need) for Care Leavers (aged 16-18)
  + Accommodation and Support for over 18’s (accommodation plus visiting support)
  1. Tenderers must read these instructions carefully before submitting their responses to the Invitation to Participate (ITP). Failure to comply with these requirements for completion and submission may result in the rejection of your Tender Response.
  2. Tenderers must ensure that they have downloaded and are fully aware of all the information that they are required to complete and return in order to successfully submit a Tender Response. The Tender Documents are available online and are provided both as attachments for download and forms to be completed and attached online.
  3. The ITP documentation consists of the following:

**Section A: Invitation to Participate (ITP)**

**ANNEX 1: How Services will be commissioned**

**ANNEX 2: Information for Tender**

* 1. Associated documents relating to this DPS available via the Electronic Tender Facility (ETF):

Section B: Terms and Conditions

Section C: Service Specification (Schedule 1)

Appendix 1: Key Performance Indicators

Appendix 2: Placement agreement

Appendix 3: Accommodation Suitability Checklist

Section D: Tender Submission document:

Standard Selection Questionnaire

Technical Questionnaire

Commercial Questionnaire

Tender Forms

1. **General Information**
   1. This contract is for the provision of Accommodation and Support for Care Leavers as described in the Service Specification (Schedule 1).
   2. The Council seeks to ensure that all placements offered to care leavers provide high quality, safe accommodation and support services.
   3. The commencement date for the first round of the Dynamic Purchasing System was 1st March 2018.
   4. The Dynamic Purchasing System duration is 3 years, unless terminated earlier or extended by up to a maximum of up to 3 years or any part thereof. The extension will be at the discretion of the Council and will be subject to a high level of service delivery, economic performance and value for money.
   5. Southend-on-Sea Borough Council (hereinafter referred to as “the Council”) reserves the right to modify or amend the ITT documentation at any time prior to the deadline for receipt of Tender Responses. Any such changes will be notified to the Tenderers in writing via the ProContract Electronic Tender Facility (the “Electronic Tender Facility”). Where the Council believes modifications or amendments are significant, the Council may, at its discretion, extend the deadline for receipt of Tender Responses.
   6. This ITT and its accompanying documents and publications, and any copies made in all or part, are and shall remain the property of the Council.
2. **Submitting a Tender Response**
   1. Tender Responses must be completed using the Tender Submission document and submitted electronically via the Electronic Tender Facility (ETF) (which is a web-based facility used by the Council which enables the electronic despatch of Tender Documents and receipt of Tender Responses) for the whole of the Service.
   2. Though Tenderers have been invited to tender this does not necessarily mean that all Tenderers will meet or are capable of meeting all of the Council's tendering requirements. The Council may require further information as appropriate to objectively assess whether a Tenderer is capable of meeting the Council's tendering requirements as part of this tender evaluation process. Tender Responses may therefore be rejected at a later stage if Tenderers are unable to meet the Council’s requirements as set out in the Tender Documents and these Instructions to Tenderers.
   3. Whilst Tenderers are required to submit their Tender Responses electronically via the ETF, the Council reserves the right to request hard copy documents. If requested, Tenderers must submit a signed hard original copy of the Form of Tender and undertakings, as well as any other original documentation requested by the Council. Should the Council request hard copy documents, Tenderers must send the original hard copies of such documents to the Council at the following address and in accordance with Section A Clause 9 (Hard Copy Tender Responses):

Southend-on-Sea Borough Council,

Civic Centre,

Victoria Avenue,

Southend-on-Sea,

Essex

SS2 6ER

Unless the Council specifically requests hard copy documents, Tenderers should only submit documents electronically via the ETF.

* 1. The purpose of this document [and appendices] is to give Tenderers sufficient information on the requirements of the Council to enable them to complete the application to join the DPS.
  2. This document forms part of a procurement process that is intended to establish a list of qualified Providers, who will in turn be invited to tender for opportunities as and when they are required.
  3. **Stage One – Expression of Interest**

Please see Annex 2 for Key Information on this Dynamic Purchasing System.

Tenderers are reminded, as set out in Terms and Conditions of Tendering that the Council may vary the procurement process in order to support continued competition, avoid unnecessary costs associated with a bid and adhere to technical, legal or commercial guidance issued subsequent to the ITT.

**Clarifications**

* 1. Tenderers have the opportunity to submit questions to the Council where they require clarification on the information provided.
  2. For any Clarification Questions in connection with any of the Tender Documents, or these Instructions: Tenderers must contact the Procurement Advisor at the Council via the ETF Message System **only**.
  3. The Procurement Advisor shall use all reasonable endeavours to issue responses to any Clarification Request within 5 working days of the question being asked. Clarification Requests received by the Council by means other than the ETF’s message system cannot be accepted for audit purposes.
  4. All Clarification Questions received via the ETF’s message system, together with their respective responses, will be circulated in writing via the message system to all competing Tenderers. Where possible the circulation of clarification responses to Tenderers will be carried out on an anonymous basis; so competing Tenderers are not privy to the origin of the clarification request.
  5. Please note that where a clarification response is forwarded to one Tenderer only; this will be in instances were that Tenderer is in need of practical assistance in connection to the correct use of then EFT or some similar practical situation. However, the Council at its own discretion will in these cases judge if the information issued will be of assistance to the other Tenderers and make this information available to them, if it feels it would be of benefit.
  6. Throughout the life of the Provider list, if the Council considers any question or request for clarification contains information that should, in the interests of a fair procurement process, be disseminated in a suitably anonymous form, to all Tenderers and Providers already on the list. The Council shall be free to disseminate such information to all Tenderers and Providers, with or without any amendments proposed by a Tenderer or Provider.

**Stage Two – Submitting the application**

* 1. Providers must be clear and comprehensive in their responses to the Application, as this will be the single source of information on which responses will be evaluated.
  2. Providers are advised not to assume that their past or current supplier relationships with the Council will be taken into account in the evaluation procedure. In evaluating applications from Providers, the Council will only consider information provided in response within the Application.
  3. Where a question is not relevant to the Tenderer’s organisation this should be indicated, with an explanation.
  4. Tenderers will not be able to complete submissions unless the ‘Accept’ button has been clicked for the Terms and Conditions of Tender.
  5. The Council may in its sole discretion consider any Clarification Request raised by any Tenderer in relation to any of the Tender Documents and may distribute general guidance and /or waive and / or amend any provision of the Tender Documents but in any case without prejudice to:

1. any other provision in the Tender Documents;
2. the irrevocable nature of any offer made by a Tenderer; and
3. any right or power of the Council under any of the Tender Documents.
   1. Any guidance, waiver or amendment shall only be binding on the Council if made in writing and signed by the Group Manager of Procurement. Notification of any such guidance, waiver or amendment shall be circulated in writing to all Tenderers via the ETF’s Message System and a scanned copy of the signed guidance, waiver or amendments shall be lodged on the ETF.
   2. The following documents should be completed and uploaded onto the e-procurement Portal:

* Tender Submission document, which includes:
* Standard Selection Questionnaire
* Accommodation Suitability Checklist
* Technical Questionnaire
* Commercial Questionnaire (for information only)
* Accommodation Suitability Checklist
* Tender Forms

1. **Tender Evaluation**
   1. The evaluation of written Tender Responses may result in acceptance on to the Dynamic Purchasing System or it may produce a short-list of the most promising technical offers requiring further assessment.
   2. The Council will examine Tender Responses for completeness and may seek clarification where necessary. Prior to detailed examination, the Council will determine whether a tender substantially fulfils the conditions in the Tender Documents. A tender response determined as not substantially fulfilling the conditions in the tender documents will be rejected.
   3. The Council may undertake enquiries throughout the tender process regarding fulfilment of obligations relating to payment of taxes. Tenderers demonstrating a poor revenue compliance record may be excluded from further participation in the tendering exercise.
   4. Any Tenderer, who passes the Standard Selection Questionnaire, will have their Technical Questionnaire submission evaluated in full, if all required information is returned in full.
   5. Acceptance on to the DPS shall be awarded on the basis of the Tender(s) which substantially fulfil the conditions following its evaluation against the award criteria below. For the Avoidance of doubt the Section which the Council will use to determine that a Tender substantially fulfils the conditions is the Technical Questionnaire. This questionnaire must be completed as part of the Tender Submission document.
   6. The Council will not have any obligation to Tenderers arising from this DPS, unless and until, entered into a formal Placement Agreement with the Tenderer for the provision of accommodation and support as outlined in Tender Documents and terms of the DPS.
   7. Acceptance onto this DPS is no guarantee of work for any Tenderer.
   8. Tenderers may be required to demonstrate their ability to carry out the requirements of the contract and it may be necessary for officers of the Council to visit the offices of the Tenderer and interview them during the tender evaluation process. Therefore Tenderers may be required to:
   9. Attend meetings with the Council to present, explain or amplify details of their Form of Tender and Tender Response;
   10. Provide any other information reasonably required by the Council to enable a detailed evaluation of their submission; and
   11. Arrange visits to their other clients or the provision of references.
   12. Tenderers must note that their Form of Tender along with any other information to be submitted, will together form their Tender Response. The Council reserves the right to disqualify a Tenderer (or to terminate the Contract) if any material misrepresentation is made in any of these documents and other information submitted by any Tenderer or any Tenderer that does not inform the Council of any change in their circumstances.
   13. Tenderers are advised that all cost information provided as part of their Tender Response must be exclusive of Value Added Tax as set out in the Conditions of Contract.
   14. Tenderers who do not submit a compliant application, or fail to comply with any of the instructions set out in this overview document will be disqualified. An application shall only be a compliant if;

* The application is completed in full and submitted on-line and any required documents are uploaded
* The Tenderer accepts the Contract Terms and Conditions and Specification,
* It passes the Pass / Fail sections

## Non-Compliant applications will be excluded and shall not be considered any further, for that round of the application process. Rejected Tenderers may amend their applications and resubmit at any time during the life of the list.

**Tender Submission document (Section D)**

* 1. Section D comprises of the following sections:
* Standard Selection Questionnaire
* Accommodation Suitability Checklist
* Technical Questionnaire
* Commercial Questionnaire
* Tender Forms
  1. All sections of the Tender Submission document (Section D) must be completed and uploaded.
  2. The Standard Selection and Technical Questionnaire are used to assess whether Tenderers are suitably qualified / meet the Councils minimum requirements and that none of the grounds for exclusion apply. If a Tenderers response fails any Pass / Fail question in the Standard Selection Questionnaire the application will be non-compliant and rejected from the Provider list application process.
  3. General information questions are asked for information purposes only and the responses will not be evaluated. The answers do however give the evaluation panel an overview of the organisation and its structure so it is important these are completed in full.
  4. Qualifying criteria questions are of a ‘pass/fail’ nature. If a Tenderer’s response fails any Pass / Fail question the bid will be non-compliant and rejected from the Provider list application process
  5. If financial accounts or other relevant information are not available and/or there are concerns over financial viability that cannot be reasonably satisfied then it is likely that the application will fail. Other key factors in the financial assessment of Tenderers include but are not limited to information detailed within a Tenderers Experian Credit Report.
  6. For insurance cover, the requirement will be a minimum of:
* £10m Employer’s Liability
* £5m Public Liability
* £2m Professional Indemnity

**Quality: Technical Questionnaire (100%)**

* 1. 100% of the total allocation for this Tender will relate directly to the responses a Tenderer provides in relation to each of the Technical Questions. These responses must be provided by way of an attachment uploaded to the ETF. The Tenderers Responses to Technical Questions will be used to determine their understanding of the requirements and ambitions of the Council in relation to this contract. Tenderers must be clear and comprehensive in their responses to the Technical questions, as this will be the single source of information on which responses will be evaluated.
  2. The response for each Technical Question must be completed within the respective word limits for that question. Please note the font size must be no smaller than Calibri size 11. Any further information submitted over the respective word limit will not be evaluated.
  3. The percentage detailed against each Technical Question is the weighted score attributed to that Technical Question. The unweighted scores (as set out in the table below) achieved by a Tenderer for each question will be converted to a percentage weighted score out of a total of 100% available.

**Price: Commercial Submission (Information Only)**

* 1. The Commercial Questionnaire is included for Information Only. Information is requested from Providers to understand the cost of placements, including housing and support costs. Competition including price will only be considered on an individual basis, based on the specific requirements of a placement. Price will be agreed at the point that each placement is made.

**Evaluation Matrices**

* 1. The overall evaluation of the Technical Questionnaires is set out in the following Evaluation Matrix:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Criteria** | **Unacceptable / not answered** | **Poor** | **Acceptable** | **Good** | **Very Good** | **Excellent** |
| **Maximum score to be applied** | 0 | 1 | 2 | 3 | 4 | 5 |
| **Service Implementation (7.5%)** | 0 | 1 | 2 | 3 | 4 | 5 |
| **Partnership working (7.5%)** | 0 | 1 | 2 | 3 | 4 | 5 |
| **Data Protection (7.5%)** | 0 | 1 | 2 | 3 | 4 | 5 |
| **Recording and Reporting Outcomes (7.5%)** | 0 | 1 | 2 | 3 | 4 | 5 |
| **Business Continuity (5%)** | 0 | 1 | 2 | 3 | 4 | 5 |
| **Service Provision and quality of support (60%)** | 0 | 1 | 2 | 3 | 4 | 5 |
| **Social Value (5%)** | 0 | 1 | 2 | 3 | 4 | 5 |

**Please Note:** if a tenderer scores 1 or below in **ANY** of the technical questions their overall submission will be considered to fall below the required standard and the tenderer will not be given a place on the DPS, regardless of their other Technical scores.

* 1. A template matrix outlining the scoring that will be used against each response for each Technical Question is set out below:

Evaluation of Tender Responses will be carried out on an individual Technical

Question Basis.

|  |  |  |
| --- | --- | --- |
| **SCORING MATRIX** | | **SCORE** |
| **Unacceptable / not answered** | |  | | --- | | Question not answered – and / or – Response to the question significantly deficient – and / or - raises fundamental concerns regarding the organisation’s ability to successfully deliver the Contract. Answer does not provide satisfactory evidence as to the organisation’s capability to deliver the contract successfully. | | **0** |
| **Poor** | A response that is inadequate or only partially addresses the question. Response provides only limited evidence as to the organisation’s capabilities to deliver the contract successfully. Raises a large number of concerns and/or includes a large number of informational deficiencies. Does not raise any fundamental concerns regarding the organisation’s ability. | **1** |
| **Acceptable** | An acceptable response submitted in terms of the level of detail, accuracy and relevance. Answer provides an average level of evidence as to the organisation’s capability. The response raises some concerns and/or includes a significant number of informational deficiencies. Does not raise any fundamental concerns regarding the organisation’s ability. | **2** |
| **Good** | A good response in terms of the level of detail, accuracy and relevance. The information provides good evidence of the ability of the organisation to deliver the Contract successfully; but does raise minor concerns and/or includes deficiencies around some of the information provided in the response. Does not raise any fundamental concerns regarding the organisation’s ability. | **3** |
| **Very Good** | A very good response in terms of the level of detail, accuracy and relevance. The information submitted provides significant evidence of the ability of the organisation to deliver the Contract successfully. However, the response does include a small number of minor informational deficiencies. The response raises no concerns regarding the organisation’s ability. | **4** |
| **Excellent** | An excellent response in terms of the level of detail, accuracy and relevance. The level of information provided is comprehensive and evidences strongly an assurance as to the organisation’s capability to deliver the contract successfully. The response raises no concerns and has no information deficiencies. | **5** |

**On-going Applications**

* 1. Tenderers may submit applications at any time during the life of the DPS. The countdown clock, showing the deadline for applications will show the closing date for Tenderers to bid to join the DPS within the life of the DPS. See Annex 2 for more information on the DPS.
  2. Tenderers who failed the assessment will be informed of the outcome and reasons for failure. Organisations may at any time submit a further application to join the Provider list as outlined in Annex 2.

1. **Sub-contracting**

Any Tenderer must be able to satisfy the Council as to their ability to fulfil this Contract. At its sole discretion, the Council may consider proposals from a Tenderer for the performance of part of the Contract by sub-contractors, provided that the part of the contract proposed to be sub-contracted, the terms of the sub-contract, and the identity of the sub-contractor are all approved by the Council. The Council may require any or all of the following conditions to be satisfied:

1. The proposed sub-contractor enters into a collateral warranty in favour of the Council for the performance of the relevant part of the service (a signed copy of such documents must be submitted electronically and if requested, in hard copy);

(ii) That the Tenderer awarded the Contract(s) remains fully liable for the acts and omissions of their respective subcontractor for the duration of the; and

(iii) That the Council may require the removal of the sub-contractor at any time and in its sole discretion.

1. **Subsidiary companies**

If a Tenderer is a subsidiary company, the Parent Company Guarantee Undertaking duly executed by the ultimate holding/parent company (a signed copy of the following documents must be submitted electronically and if requested by the Council, in hard copy;

1. a statement of the names and home addresses of the partners if the Tenderer is a partnership or a statement of the names and home addresses of the directors and secretary if the Tenderer is a company;

(ii) a description of the corporate and management structure with brief biographical details (not more than the equivalent of two A4 pages at Arial 12 in length) of the principal managers proposed to be employed in the fulfilment of the Contract together with details of any technical or other qualifications;

(iii) audited accounts for the last three financial years (or for the period of the Tenderers incorporation if a company or of the Tenderers trading if they are a partnership or sole trader, if such period be less than three years) or an explanation as to why audited accounts are not available;

(iv) the name(s) of the Tenderer’s Bankers and of two other trade or credit referees;

(v) where applicable a statement setting out the Tenderers status as a subsidiary company together with or otherwise within the meaning of Section 1159 of the Companies Act 2006;

(vi) Health and Safety Policy; and

(vii) Equal Opportunities Policies.

1. **Conditions of Contract** 
   1. Any contract(s) arising from this tender process will be based on or subject to the Conditions of Contract set out as these Tender Documents.
   2. The Council reserves the right to amend the Conditions of Contract, but any amendment or exception requested by a Tenderer will be subject to negotiation.
   3. Any such proposed exceptions or amendments to the Conditions of Contract must be submitted by the Tenderer as part of their written response to this tender, using the Contract Variation Form provided as part of in Section E, and not at a later stage of the procurement exercise.
   4. Tenderers are responsible for obtaining all information necessary for the preparation of their Tender. All costs, expenses and liabilities incurred by any organisation in connection with the preparation and submission of a Tender Response shall be borne by the Tenderer. This applies whether or not the Tender Response is successful and it also applies to any additional costs that may be incurred by modification or amendment either to the tender requirements or the specification of the required goods and / or services. A Tenderer shall acknowledge upon submission of their Tender Response that they have satisfied themselves that they fully understand the requirements of the Instructions to Tenderers (Section A), the Tender Documents and any additional information provided by the Council in response to any Tenderer Clarification Request relating to this process.
   5. Tenderers are responsible, at their own expense, for obtaining all information necessary for the preparation of their Tender. Information provided to Tenderers by the Council is supplied only for general guidance in the preparation of the tender. Tenderers must satisfy themselves by their own investigations about the sufficiency of information and no responsibility is accepted by the Council for any loss, damage or expense of whatever kind arising from the use by Tenderers of such information.
   6. Words defined in the Conditions of Contract shall have the same meanings in the Form of Tender, these Instructions to Tenderers and the Specification. "Tenderer" means any organisation / individual / company / consortium etc. invited to tender.
   7. All information supplied by the Council in connection with this Invitation to Participate shall be treated as confidential by Tenderers except in instances that such information may be disclosed so far as is necessary for the purpose of obtaining sureties, guarantees or quotations necessary for the preparation and submission of your organisations Tender.
   8. Tenderers must not disclose the fact they have been invited to tender and must not communicate, disclose or otherwise make available this information to any third party other than as set out below, nor use this information for any commercial or industrial purpose not connected with this tender.
   9. All information provided by the Tenderers as part of this Tender Exercise will be treated as “Commercial in Confidence” (except where required in law) and will not be disclosed to a third party without the written permission of Tenderers.
   10. The Tender Documents and information provided by the Council in relation to Tenderer Clarification Requests and their respective responses are and shall remain the property of the Council and must be destroyed or deleted from electronic systems forthwith upon demand by the Council. Copyright in the Tender Documents and any responses or additional information supplied pursuant to Tenderer Clarification Requests shall remain vested in the Council.
   11. Tenderers shall not make any copies of any part of the Tender Documents or any additional information which is supplied to them (other than for obtaining sureties, guarantees or quotations as referred to above) except with the prior consent in writing of the Council. Neither the Tender Documents nor any additional information (including any copies thereof) shall be shown to any third person without the prior written consent of the Council other than for obtaining sureties, guarantees or quotations as referred to above.
   12. Tenderers will be deemed for all purposes connected with their Tender Response and the Contract to have carried out and made all researches, investigations and enquiries which can reasonably be carried out and made and to have satisfied themselves before submitting their Tender Response. This includes but is not limited to; the nature, extent and character of the contract requirements (in the context of and as they are described in the Specification), the extent of the premises, personnel, any assets, materials and/or equipment which may be required and any other matter which may affect their Tender Response.
   13. Tenderers shall have no claim whatsoever against the Council in respect of any statement, act or omission by the Council and in particular (but without limitation) the Council shall not make any payments to the successful Tenderer save as expressly provided for in the Contract and (save to the extent set out in the Contract) no compensation or remuneration shall otherwise be payable by the Council to the Contractor in respect of the requirements of the Contract by reason of the scope of the contract being different from that envisaged by the Tenderer or by reason of any of the information within the Tender Documents, these Instructions to Tenderers (or in response to any written enquiries or other information supplied within the course of this tendering process) or otherwise.
2. **Preparation of Tender and the Council’s requirements regarding Submission of a Tender**
   1. The Council may (in its absolute discretion), prior to the date for submission of Tender Responses, issue amended Tender Documents to Tenderers via the ETF. Any amended Tender Documents will be issued as soon as reasonably practicable and will be deemed thereafter to replace any such Tender Documents previously issued in relation to this Tender Process. Tenderers will be notified by the Council via the ETF’s message system of the issue of any amended Tender Documents. The Council will consider whether the issue of any such amended Tender Documents will affect the Indicative Timetable or tendering process in general and may make such changes to the timetable or process (in its absolute discretion) as it considers appropriate.
   2. Tenderers shall be deemed to have satisfied themselves before submitting their Tender Responses as to the accuracy and sufficiency of the prices and / or rates stated in their Commercial Questionnaire (Section E) which shall (except in so far as it is otherwise provided in the Contract) cover all obligations under the Contract. Tenderers shall also be deemed to have obtained for themselves all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect your Tender.
   3. Tenderers are advised that the Council is obligated legally to only evaluate the information submitted as part of a fully compliant Tender Response or any legitimate clarification of that Tender Response. Therefore, prior knowledge that a Tenderer believes that the Council has regarding the Tenderers experience or capability cannot be used in the evaluation process, unless it is appropriately detailed as part of their submitted Tender Response.
   4. Immediately prior to uploading of their Tender Response to the ETF, Tender Responses must check the electronic files forming your Tender for viruses using fully current virus checking software and must remove all detected viruses / malware etc. from any such files.
   5. Tender Responses shall remain open for acceptance for a period of 90 days from the date of the Deadline for submission of Tender Responses.
3. **Freedom Of Information and Local Transparency**
   1. Tenderers should note that in accordance with the obligations placed upon public authorities by the Freedom of Information Act 2000 (“Act”), all information submitted to the Council may be disclosed by the Council in response to a request made pursuant to the Act. In respect of any information submitted by your organisation, Tenderers may consider to be commercially sensitive, Tenderers should therefore:
4. Clearly identify such information as commercially sensitive;
5. Explain the implications of disclosure of such information; and
6. Detail the envisaged timeframe during which such information will remain commercially sensitive.

Tenderers should note that even where information is identified as commercially sensitive the Council has complete discretion in deciding whether it is required to disclose such information in accordance with the Act if a request is received. Receipt of any information marked “confidential” or “commercially sensitive” should not be taken to mean that the Council accepts any duty of confidence by virtue of the marking.

* 1. Under the Local Transparency Agenda, Local Authorities must publish expenditure on items over £500. As such, any payment made under this contract above £500 will be published on the Councils Website along with the contractors name, company registration number and VAT number.

1. **Language**
   1. All Tender Responses and all supporting documents accompanying the Tender Response must be written in English and all monetary figures must be quoted in pounds sterling (£).
2. **Electronic Tender Responses**
   1. Electronic Tender Responses must only be submitted via the ETF.
   2. Tenderers are required to keep the Council’s ETF username and password secure at all times and must not pass them on to any third parties.
   3. All Tender Responses not subject to 11.4 below must be uploaded to the ETF and not sent to the Council in the post or via other means. If Tenderers fail to comply with this requirement, the Council may regard their Tender Response as invalid.
   4. Where:

A Tenderer cannot provide a Tender Response electronically and the Council has provided written approval for the Tenderer to submit their response in hard copy; or

1. **Hard Copy Tender Responses**
   1. Tenderers must **not** submit their Tender Response in hard copy except where specifically approved or requested by the Council. Where a Tenderer is required to submit their Tender Response in hard copy:
2. The Tender Response shall be completed in black ink throughout to facilitate the reproduction of such documents.
3. The Tender Responses must be carefully parcelled and sealed in an envelope or parcel addressed to the Group Manager of Procurement.
4. The Form of Tender must be signed as follows and Tender Response shall produce immediately upon request by the Council documentary evidence of any authorisation for signature:
5. Where an organisation tendering is made up a single individual or a self-employed [sole trader](https://www.gov.uk/set-up-sole-trader); or
6. Where an organisation tendering is a partnership, made up of at least two duly authorised partners; or
7. where the organisation tendering has within the meaning of the Companies Act 2006, either a director or secretary of the company, with such person being duly authorised for that purpose or by another person duly authorised provided that proof of authority to sign is submitted with the Form of Tender; or
8. Where the organisation tendering is an industrial and provident society, by two members of the committee of management or by a member of the committee of management and the secretary, such persons being duly authorised for that purpose.
9. **Deadline for submission of Tender Responses**
   1. Electronic Tender Responses must be completed and submitted electronically in full via the ETF prior to the final closing date for the DPS.

**PLEASE NOTE: The Council strongly advises that Tenderers do not wait until the last possible minute to submit their Tender Responses. This advice is offered in order to assist Tenderers to avoid or negate any difficulties that may arise in the practical act of submitting their Tender Response electronically.**

* 1. When lodging an Electronic Tender Response via the ETF, Tenderers should be aware that there is no document size limit.
  2. Electronic signatures are not required when submitting an electronic Tender Response. However, for all documents requiring signatures must be signed either by hand or by electronic signature (e.g. the Tender Form etc.):
     1. Tenderers are required to lodge scanned versions of each document containing its original signature when submitting their electronic Tender;
     2. the Tender Form must be signed; and
     3. the successful Tenderer must submit the original signed copies of all such documents to the Council in hard copy on request prior to the actual award of the Contract.
  3. On successful lodgement of an Electronic Tender Response via the ETF, Tenderers will receive an automatic screen message confirming the uploading of the Tender Response was successful.
  4. In respect of submitting Tender Responses electronically via the Council’s ETF, Tenderers acknowledge and understand that:
  5. the Council shall not be liable or responsible for the loss, damage, destruction or corruption of any electronically submitted Tender however caused;
  6. the Council may not discover corruption of, viruses in or illegibility of the Tender Responses lodged via the ETF until after the deadline for submission of Tender Responses has passed; and
  7. faults made by Tenderers in the submission of a their Electronic Tender Responses are not the responsibility of the Council and no extension of time will be made by the Council for your Tender submission;
  8. the Council accepts no responsibility for the capability of the Tenderer’s email systems, including the system’s storage capacity and the Tenderer’s failure to check their email system for correspondence received from the Council or the ETF in respect of the electronic tender; and
  9. Tenderers are responsible for ensuring that the employee / staff member(s) they assign to be the one User of the ETF is available for the full period of the electronic tender process.
  10. Tenderers must complete their Tender Response in accordance with the criteria set out herein. The Council is seeking information in a manner which enables it to compare all Tender Responses on an equal footing. This includes but is not limited to providing the information in full, with all completed schedules, in a format and order that the Council has requested it.
  11. If your organisation decides not to submit a Tender Response, it must destroy and delete any and all Tender Documents downloaded and/or copied (electronically or otherwise) from the ETF.

1. **Exclusion of Tenderers from the Process**
   1. The Council may in its absolute discretion refrain from considering a Tender Response provided by Any Tenderer who:
2. has directly or indirectly canvassed any member, official of the Council or any consultant advising the Council or obtained information from any other person who has been contracted to supply goods or provide services or works to the Council, concerning the tendering process or proposed award of this Contract or who has directly or indirectly obtained or attempted to obtain information from any such member official or consultant concerning any other Tenderer or Tender; or
3. has attempted to, or has fixed or adjusted, the prices and/or rates shown within or underlying their Form of Tender by or in accordance with any agreement or arrangement with any other Party or by reference to any other person’s tender; or
4. has communicated to any person or body other than the Council the amount or approximate amount of the prices and/or rates shown in their Tender except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of their own Tender Response or for the purposes of insurance or financing; or
5. has entered into any agreement with any other person or party that such other person or party shall refrain from submitting a Tender Response or shall limit or restrict the prices to be shown or referred to by another Tenderer in its Tender; or
6. has offered or agreed to pay to any person or party having direct or indirect connection with this tender process or pay or give any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done in relation to any other Tenderer or any other person’s proposed Form of Tender, any act or omission of the sort or type described above; or
7. has in connection with the award of the Contract, commit an offence under the Bribery Act 2010 or give any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972, shall not be considered for acceptance and shall accordingly be rejected by the Council provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Council or any criminal liability which such conduct may attract.
8. has submitted a Tender Response not in accordance with these Instructions to Tenderers (as set out herein or subsequently amended as provided for in these Instructions), and all other provisions of the Tender Documents or is in breach of any provision contained in the Tender Documents; or
9. has made or attempted to make any qualification or variation or alteration to the terms of any of the Tender Documents or other documentation save where a variation or alteration is expressly invited or permitted by the Council in writing; or
10. has not tendered for the provision of the whole of the requirements of the Contract (except where expressly invited to tender for part(s) thereof) or for part(s) of the Contract as set out in these Tender Documents; or
11. has not completed or incorrectly completed a Tender Response.
12. **Tenderer’s Warranties**
    1. In submitting a Form of Tender, a Tenderer warrants and represents and undertakes with the Council that:
13. they have not done any of the acts or matters referred to in paragraph 3 above and have complied in all respects with these Instructions to Tenderers;
14. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Tenderer or their employees in connection with or arising out of this Tender are true, complete and accurate in all respects;
15. they have carried out their own investigations and research, they have satisfied themselves in respect of all matters relating to the Form of Tender, the Specification and the Conditions of Contract and they have not submitted the Form of Tender and have not entered into the Contract in reliance upon any information, representations (whether negligent or otherwise) or assumptions (whether made orally, in writing or otherwise) which may have been made by the Council except those signed by the Group Manager of Procurement in accordance with section 2.7 of these Instructions;
16. they have full power and authority to enter into the Contract and carry out the Contract and will if requested produce evidence of such to the Council;
17. they are of sound financial standing and that the Tenderer and their partners, directors, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in their audited accounts or other financial statements submitted to the Council) which may adversely affect such financial standing in the future;
18. if requested, a Tenderer will submit signed hard copies of the Form of Tender, the Parent Company Guarantee Undertaking, the Performance Bond Undertaking and any other original Tender Response documentation prior to the award of the Contract;
19. by the Commencement Date the Tenderer will procure and during the period of the performance of the Contract they will have sufficient working capital, skilled staff, equipment, machinery and other resources available to carry out the Services in accordance with and for the duration of the Contract;
20. they have obtained or will have obtained by the Commencement Date any necessary consents, licences and permissions required to fulfil the Contract and will from time to time throughout the duration of the performance of the contract, obtain and maintain all further and other necessary consents, licences and permissions required to compliantly fulfil the requirements of the Contract; and
21. They have obtained any specific provisions, e.g. warranties about obtaining Disclosure and Barring Service staff checks if applicable or complying with other pre-commencement requirements.
22. The Tender Response has been completed by duly authorised personnel.
23. All schedules and questionnaire questions have been completed in full as applicable. The sections (and associated schedules) that require completion or a specific response have also been completed in full.
24. **Acceptance of Tender**
    1. Following evaluation of the Tender Responses the Council will make a decision on which, if any, Tender Response shall be accepted.
    2. Any acceptance of a Tender Response by the Council and confirmation of this acceptance on to the DPS shall be confirmed in writing to the Tenderer.
    3. If awarded a contract, the Tenderer must comply with all the provisions contained in the Tender Documents, subject only to any agreed exceptions and amendments.
25. **TUPE**

Not Applicable

1. **Mandatory Standstill Period**

Not Applicable

1. **Publication Of Award**
   1. In order to comply with the Public Contracts Regulations 2015, the SBC is required to publish details, including price, of the Contract award in the Official Journal of the European Communities (OJEU). Tenderers should communicate any reasons why these details should not be published within a covering letter to their Invitation to Participate Response.