

## Instructions for Tenderers

The Instructions for Tenderers document below gives instructions to suppliers in such areas as:

- access to Government information,
- how to submit tenders,
- how long the tender will be valid for,
- what to do if they want to submit a group bid
- what to do if they want to submit an alternative tender,
- trading names / invoicing
- the requirements of the Green Claims Guidance
- TUPE Regulations.
- Legislation on Late payment.

Use of this document is mandatory for any contract above the £25k threshold level. You must not alter the text without consulting Corporate Procurement.

## INSTRUCTIONS FOR TENDERERS

1. The Department looks forward to receiving your tender for the work described in the attached documents. To ensure fairness all tenderers are required to submit their tenders in accordance with these Instructions and any further requirements contained in the Invitation Letter and the Specification. Failure to comply will invalidate your tender.
2. The decision not to submit a Tender should be indicated to the Contract Officer by e-mail as requested within the invitation letter. If you are willing to state your reasons this would be appreciated and may help to inform us on future procurement exercises.

## ACCESS TO GOVERNMENT INFORMATION

3. From 1 July 2010 all ICT Contracts awarded above £10k were published in full on Government websites. This was followed by the publishing of all contracts from January 2011. The Department's requirements relating to the publication of confidential information are set out in the Conditions of Contract.
4. Under the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIRs"), the Department is obliged (subject to the application of any relevant exemptions and, where applicable, the public interest test) to disclose information in response to requests for information.
5. You need to be aware that the Department could receive requests for *any* information relating to this contract. The contract will include provisions to reflect the Department's obligations under those disclosure regimes. The Department cannot contract out of its obligations in this respect and will only accept confidentiality clauses in very exceptional and narrowly defined circumstances. You must set out any information which you regard as confidential in a separate schedule along with the reason you have taken this view.
6. Your attention is also drawn to the Code of Practice (in particular, section V thereof) issued by the Lord Chancellor under section 45 of the FOIA (section IX of the Code of Practice issued under regulation 16 of the EIRs includes similar guidance).

## SUBMISSION OF TENDERS

7. You should send your tender in a plain envelope, without any reference to your company, using the enclosed tender return label. It is your responsibility to ensure your tender arrives at the address shown no later than the time and date stated in the attached letter (unless the date is subsequently amended in writing by the Department). Your tender may be submitted before the due date.
8. Tenders (including any electronic copies that have been requested) **must not** be submitted by e-mail.
9. The envelope and any other packaging or labelling must not identify the tenderer. (You should note that courier firms often put the sender's name and address on their outer envelopes.)

10. The Department will safeguard all tenders received and open them once the tender deadline has expired.
11. All late tenders will be rejected. It is your responsibility to ensure that your tender is received on time.
12. You must not alter any of the Department's Invitation to Tender documents.
13. Tenders may not be considered if any of the information requested is not supplied with the tender or the tender is otherwise non-compliant or incomplete.
14. You must not tell anyone else, even approximately, what your tender price is or will be, before the date of contract award. The only exception is if you need an insurance quotation to calculate your tender price - in which case you may give your insurance company or brokers any essential information they ask for, provided that you do so in strict confidence.
15. You must not try to obtain any information about anyone else's tender or proposed tender before the date of contract award.
16. You must not make any arrangements with anyone else about whether or not they should tender, or about their or your tender price. The only exception is where tenderers are considering joint or team bids, which will be allowed providing all participants to the discussions surrounding the bid are clearly stated in the tender response. (See also 'Group Bids' below).
17. Tender documents must not be transferred to anyone (other than the firm named in the Invitation to Tender) without the prior specific approval of the Department in writing.
18. You must ensure that your tender is completed legibly, in ink or typed, in English, with all prices in Sterling (exclusive of VAT), and is signed and dated where required. Any manuscript amendments you make to your tender, prior to submission, must be initialled and preferably also noted separately.
19. If your tender is successful, you must be able to provide a complete and unedited electronic version of your bid in a format suitable for publication on the DfT website within 20 days of acceptance. This is expected to migrate to the Government's 'Contracts Finder' website in due course. See Instructions for formatting tender submission documentation <http://www.dft.gov.uk/about/procurement/dft/formatting-submissions>

## TENDER VALIDITY

Amended 19 August 2011

20. The Department will assume that your tender will remain open for acceptance for a minimum of 90 calendar days from the Tender Deadline or for such other period as may be specified by the Department, unless you specifically state a different period in your tender.

## GROUP BIDS

21. In the event of a group of service providers, suppliers or contractors submitting an acceptable offer, the group will be required to nominate a lead partner with whom the Department can contract. Alternatively the group will need to form themselves into a single legal entity before the contract is awarded. An undertaking that the group will so form themselves, if required by the Department, must be provided when the tender is submitted.

## ACCEPTANCE OF OFFERS

22. You should note that:-

- i) The Department reserves the right not to accept the lowest, or any, tender.
- ii) Unless you make any formal statement to the contrary, the Department reserves the right to accept any part of the tender without accepting the remainder.
- iii) Acceptance of a tender/award of contract will be by written communication from the Department.
- iv) Where the tender process has been subject to the full Public Contracts Regulations a mandatory minimum of 10 days standstill period will be applied between communicating the award decision to tenderers and awarding the contract.
- v) Complaints arising from the tender process should be directed in the first instance to Corporate Procurement leading the tender. If you are still aggrieved by the outcome then please refer your complaint to the Cabinet Office Service Desk at: [ServiceDesk@cabinet-office.gsi.gov.uk](mailto:ServiceDesk@cabinet-office.gsi.gov.uk).

## ALTERNATIVE TENDERS

23. If you wish you may tender on the basis of an alternative specification but if you do this then you must also submit a separate, primary, tender based strictly on the enclosed specification. Alternative tenders must be fully priced (following the same tender process to show clearly how and where costs differ from the primary tender. You should also note that the Department reserves the right to accept an alternative tender without recourse to re-tendering.

## TRADING NAMES

24. The Department's finance system can incorporate your 'trading as' name but as a general rule we will expect to contract with your legally registered company name (legal entity). Any communication received (such as invoices) from the 'trading as' entity will need to make clear reference to the legal entity or delays in payment may occur.

## SUPPLIER AND PAYMENT ADMINISTRATION DETAILS

25. You must provide, on headed paper and as part of your tender submission full contact details for the legal entity with whom any contract will be made. This should include:

- Name – legal entity (we will only contract with legal entities and will require verification of your legal status, requesting supporting evidence in cases of doubt)
- Registered address
- Alternative addresses for accounts / remittance advice etc
- Contact numbers – phone / fax etc
- E-mail
- Website address
- Contact name

You must also notify the Department whether you are registered for VAT and the taxable supplies you are providing i.e. standard, reduced rate, zero, exempt or outside scope.

## PURCHASE ORDERS (PO)

26. PO numbers maybe issued with an Award Letter. Where the PO number has not been advised, it will be issued by our Shared Service Centre (or equivalent) and then sent to contractors. At present, Purchase Orders are faxed to suppliers so please ensure you provide the correct fax number for PO transmission.

No work should start under the contract until you have received a formal PO or, as a minimum, been given a PO number with the documentation to follow.

You must not supply any goods / services in excess of the original PO. Any new or extra work agreed mid contract must be supported by a new PO and contractors should ensure that they are in possession of the new PO before the new work commences. Your Contract Manager will be able to assist in arranging this.

## INVOICING

27. The DfT finance system requires steps to be undertaken in the correct order to ensure timely payment of invoices.

Before submitting an invoice for payment, you must discuss recent activity under the contract with the DfT contract manager.

The contract manager will agree with you the quantity / value of the goods / services that have been accepted by DfT and will ensure that the system is updated to reflect this prior to you submitting your invoice to the Shared Service Centre (or as notified).

Your invoice must reflect these agreed amounts as agreed; any deviation from this will cause the process to fail and will delay payment to you.

You must provide invoices that comply with the Department's requirements. Invoices that do not comply cannot be processed for payment and will be returned. The following data must be included on every invoice:

Business unit (e.g. DfTc, DVLA, DSA)

PO number relevant to the goods/services delivered:

Quantities / prices (as applicable) consistent with those on the original PO

Clear and detailed text describing the goods or services

Invoices should be submitted in line with any agreed invoicing points included in the contract specification

Invoices must be sent to the Department's Shared Service Centre (SSC) (or as notified):

DfT Shared Service Centre  
Sandringham Park  
Swansea Vale  
Swansea  
SA7 0EA

Payment will be made via BACS and in accordance with the contracted terms.

## CREDIT NOTES

28. You must send credit notes where an invoice is rescinded. Credit notes must quote the original underlying invoice and purchase order number.

The Department has a clear dispute resolution process which is set out in the Terms and Conditions of Contract.

## SPECIFICATION OF STANDARDS

29. Where reference is made to an International, European or British Standard then you may offer an equivalent to any of these, provided that your Standard offers equivalent guarantees of safety, suitability and fitness for purpose to the one specified.

## ORDERS

30. All orders under the contract will either be placed by means of the Department's official Purchase Order Forms, examples of which can be supplied to the successful tenderer(s), or as otherwise stated by the Department. Urgent orders may be given orally in accordance with the contract, and will be confirmed in writing.

## GREEN CLAIMS

31. You must ensure that any environmental claim you make related to your tender is fully in accordance with the Green Claims Guidance - this is available on the sustainable development website at:  
<http://www.defra.gov.uk/publications/2011/06/03/pb13453-green-claims-guidance/>

or from:

Defra  
Green Claims  
Area 5D Ergon House.  
c/o Nobel House  
17 Smith Square  
London SW1P 3JR

e-mail: [Green.claims@defra.gsi.gov.uk](mailto:Green.claims@defra.gsi.gov.uk)

## TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS

32. The attention of Tenderers is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE). In some cases, where work awarded to a contractor is subsequently awarded to another organisation, such a transfer of work may constitute a "transfer of an undertaking" for the purposes of TUPE.
33. TUPE provides that where there is a transfer of an undertaking (or possibly part of one), the new employer takes over any employment liabilities and the responsibility for the employment contracts of the employees, who then transfer on their previous terms and conditions of service. As a successful tenderer may be a potential transferee for the purposes of TUPE, tenderers should seek legal advice as to whether TUPE will be likely to apply to the proposed contract, and if so, to reflect the financial implications of such a transfer in their tender. In such cases, as the Department will be neither transferee nor transferor for the purposes of TUPE, the application of TUPE is a matter for each tenderer to clarify with their legal advisers. If TUPE is deemed to apply then the financial implications are a matter for discussion between the prospective tenderer and the existing contractor, rather than for the Department.

## PAYMENT

34. Payment will be made in accordance with the contracted terms, which (unless otherwise specified) shall be within 30 days of receipt of a valid invoice submitted monthly in arrears. In line with Government policy, we intend to make payments within 10 days. To enable payments to be processed efficiently you should provide, on headed paper and as part of your tender submission full contact details for the legal entity with whom any contract will be made. This should also contain the payment and banking details.
35. The Department will comply fully with statutory legislation on Late Payment on the basis of claims submitted by the Contractor (i.e. the successful tenderer).
36. The Department expects you to pay your sub-contractors promptly too and in any event no later than 30 days from the receipt of a valid invoice and we may require information about your performance in accordance with the Conditions of Contract. We have publicised this requirement on our website and encouraged subcontractors to report poor performance through the Office of Government Commerce Supplier Feedback Service.

## TENDER COSTS

37. You should note that any expenditure, work or effort undertaken by you prior to the award of a contract is a matter solely for your own commercial judgement. The Department reserves the right to withdraw this tender invitation at any time or to re-invite tenders on the same or any alternative basis. In such circumstances, and in any event, the Department and/or its advisers shall not be liable for any costs or loss of expenses whatsoever incurred by the bidder or any company, agent, subsidiary or organisation who may have contributed to the proposals submitted by the bidder in response to this tender invitation.

## PRODUCING REPORTS FOR THE DEPARTMENT

38. If you are producing written reports or information for the department there are strict requirements for formatting documents (RTF/PDF) and providing underlying data (CSV) that must be adhered to. Meeting these requirements will likely require particular formatting/typesetting skills, take extra time and incur additional costs; all of which must be incorporated into your tender response. See Instructions for organisations producing reports for DfT <http://www.dft.gov.uk/about/procurement/dft/formatting-reports>