



## TENDER SUBMISSION REQUIREMENTS AND CONDITIONS OF TENDER (SERVICES)

**Tenders should be submitted in accordance with the following instructions.**

### **1. Invitation to Tender (ITT)**

The Authority is seeking tenders from suitably experienced and equipped training providers to undertake the Services. The Services required are set out in the Specification attached to this ITT.

### **2. Basis of Tenders**

Tenders are being invited on an open award procedure.

### **3. Scope**

Tenders are being invited on the basis of undertaking the whole of the Services. However, the Authority reserves the right to split the award of the Services into packages as set out.

### **4. Contract Period**

Commencing March 2018 for an initial period of 18 months with an option to contract for phase 2 for a further period of 18 months commencing in January 2020.

### **5. Presentation to the Authority**

Tenderers may be asked to make a presentation to Officers of the Authority on methods proposed for the performance of the Services. If the Authority decides to require presentations details of what must be covered by the presentation and how it will be evaluated will be sent to Tenderers no later than 7 days prior to the presentation.

### **6. Queries about this ITT**

Tenderers are advised to study the Tender Documentation and all other documentation provided by the Authority. These documents should be read and their true intent and meaning ascertained before submitting a Tender.

6.1. Any queries concerning the information contained in this specification should be sent to: Helen Betts South West Peak Vocational Training Officer, Email: [helen.betts@peakdistrict.com](mailto:helen.betts@peakdistrict.com)

6.2. There should be no other contact with the Authority on this matter. Any direct contact shall result in your exclusion from this ITT.

6.3. Please be aware that your query, together with our response may, to ensure transparency and fairness, be circulated to all undertakings expressing an interest on an anonymised basis. If you consider that your query discloses commercially confidential information you must, with or upon your query, clearly indicate which information you consider is commercially confidential and why. The Authority will then exclude this information from any circulation. Blanket statements indicating commercial confidentiality will be ignored.

### **7. Errors in completed tenders**

The Tenderer shall be deemed to have satisfied itself before submitting its Tender as to the correctness and sufficiency of its price.

## 8. Sufficiency of Tender

The Tenderer shall be deemed to have undertaken all inspections, examinations and all other enquiries reasonable or necessary in connection with the terms and subject matter of the Tender. The Tenderer acknowledges and confirms that it has the requisite expertise, experience and equipment to perform its obligations under the Contract. The Authority will not accept and shall not be liable for any claims that are based upon a Tenderer's failure to obtain or have due regard for any information necessary to prepare a fully compliant and complete tender.

## 9. Period of Validity

Tenderers are required to keep their tenders valid for acceptance for a period of 3 months from the Tender Return Date.

## 10. Tendering procedure and submission requirements

### 10.1. THE DEADLINE FOR RECEIPT OF TENDERS IS 1700 ON 06 FEBRUARY 2018

10.2. Tenders must be submitted electronically (see below).

10.3. It is the Tenderer's responsibility to ensure that its tender complies with the submission requirements set out below and is received by the Authority by the date and time required. The Authority accepts no responsibility for any problems arising from the Authority's or the Tenderer's IT software, infrastructure, input or internet connectivity, the security of or access to the internet, the capability or capacity of the Authority's or the Tenderer's email systems or Tenderers' failure to check their email system for correspondence received from the Authority about this Tender. Tenderers must note that the current maximum size of any email receivable by the Authority is **10mb**. It is the responsibility of the Tenderer to ensure that its tender is received by the Authority. Tenderers are strongly advised not to submit their tender immediately before the tender return deadline.

10.4. The time and date displayed by the server clock within the Authority's system shall be the standard upon which compliance with tender submission deadlines shall be determined.

10.5. The Tender shall be made on the Form of Tender at **Appendix 1**. It must be fully completed and signed on behalf of the Tenderer and submitted in pdf format. The Form of Tender must be accompanied by:

- Tender Questionnaire at **Appendix 2** which must fully completed and signed on behalf of the Tenderer, submitted in pdf format and accompanied by any documents referred to therein;
- Quality Questions at **Appendix 3** fully completed and accompanied by CV(s) of personnel you intend to assign to the Services.
- Non-collusive tendering certificate at **Appendix 4** signed on behalf of the Tenderer and submitted in pdf format.

10.6. Tenderers should carefully read the instructions set out in this section.

**Tenders must be submitted by e mail to: [Tenders@peakdistrict.gov.uk](mailto:Tenders@peakdistrict.gov.uk)**

**By 1700 on 06 February 2018 (the Tender Return Date)**

**The following, and only the following, must be used in the subject line:**

**TENDER Future Custodians (SWPLP)**

**All attachments must be in pdf form**

**No information must be included in the covering email apart from the identity of the sender and a list of attachments**

10.7 A decision on which supplier to award the contract is expected to be made week commencing **19 February 2018**

10.8 The Form of Tender must be signed, where the Tenderer is an individual, by that individual; where the Tenderer is a partnership, by two duly authorised partners; where the Tenderer is a company, by at least one director (such persons to be duly authorised for the purpose).

10.9 Only one Tender is permitted per Tenderer. If a Tenderer submits more than one Tender, only the one with the latest time and date of receipt noted (provided that this is prior to the tender deadline) will be evaluated, any other Tenders will be disregarded.

10.10 The Authority reserves the right to issue supplementary documentation at any time during the Tendering process to clarify or amend any aspect of the ITT or any of the documents referred to in the ITT. All such further documentation shall be deemed to form part of the ITT and shall supersede any part of the ITT to the extent indicated.

10.11 Evidence is not required at this stage as to your insurance covers. Production of these will only be required from the successful Tenderer. Please refer to the form of contract as to the insurance covers we require.

10.12 No tender received after the deadline for receipt of tenders stipulated above shall be considered. Any such tender shall be returned promptly to the Tenderer by the Chief Financial Officer who may open the tender only to ascertain the name and address of the Tenderer.

10.13 The Authority does not undertake to accept the lowest or any tender/rates or to award the contract at all. The Authority may withdraw this invitation to tender at any time on giving written notice to all tenderers expressing an interest.

10.14 The successful Tenderer will be required to enter into the form of contract attached at **Appendix 5**. No derogations will be permitted except those specific to the means of delivering the requirements as set out in the submitted proposal. Tenderers wishing to propose derogations should include within their proposal a table setting out the proposed derogation and why it is necessary to deliver the project. Significant amendments to the contract terms and conditions that present unreasonable risk or restrictions, affect the delivery timescales or liability levels, will render the tender non-compliant and the tender will be rejected.

10.15 Save as to the submission of permitted contract derogations qualified tenders are not permitted and will be rejected.

10.16 The Authority reserves the right to seek clarification from Tenderers to assist in its consideration of Tenders. This will not, however be an opportunity for Tenderers to add to or supplement their tender.

## **11. Basis of Tender**

11.1. The Tender shall show the Tendered sum for the actual Services and the VAT separately.

11.2. The Tender must include the value of all of the Services and must cover all costs and expenses which may be incurred in order to complete the Services in accordance with the Tender documentation and to assume all express and implied risks, liabilities and obligations imposed by the form of contract and all other documents forming part of the Tender documentation.

11.3. The Tenderer shall be deemed to have satisfied itself before submitting its Tender as to the correctness and sufficiency of its rates and prices.

11.4. Tenderers must obtain for themselves, at their own expense, all information necessary for the preparation of their Tenders and must satisfy themselves that they fully understand the requirements of the Contract.

**12. Evaluation of Tender**

12.1 Tenders will first be evaluated against the following requirements which will be scored on a pass/fail basis. Any Tender that scores “Fail” against any of these requirements may be deemed non-compliant and rejected without further evaluation.

- Acceptance of terms and conditions of contract at **Appendix 6**;
- Tender Questionnaire.  
The Questionnaire will include
  - Written technical and financial references (including the Tenderer’s financial accounts for such period as shall be notified) as may be requested;
  - The Tenderer’s technical and professional ability and previous experience of contracts delivered for the Authority or other organisations. The Authority is entitled to take into account any failure to discharge obligations under previous relevant contracts undertaken by the Tenderer (or any proposed sub-contractor) in assessing whether the required minimum standards for the Services are likely to be met. The Authority may ask the Tenderer (or any sub-contractor) for evidence evidencing performance on previous comparable contracts or consider evidence of performance on previous comparable contracts for the Authority
  - Whether the Tenderer is subject to any enforcement or legal action or other pending investigations by either the Authority or other public agencies.

12.2 The successful Tenderer will be selected based on an evaluation using the criteria set out below:

12.2.1 Quality criteria (90% of the total score value):

- Experience, capability and capacity
- Delivery methodology
- Delivery of off-the-job training and Maths and English
- Experience of providing training for Farm Worker apprentices involving a third party facilitator

12.2.2 Price (10% of the total score value);

- $10 \times (\text{Lowest Tender Price}) \div (\text{Tenderer X's Price})$

Criteria	Weighting	Evaluation Criteria
Quality Question 1	30%	6 x score (see table below)
Quality Question 2	30%	6 x score (see table below)
Quality Question 3	20%	4 x score (see table below)
Quality Question 4	10%	2 x score (see table below)
Price (as set out in the Form of Tender)	10%	$10 \times (\text{Lowest Tender Price}) \div (\text{Tenderer X's Price})$

Quality Question responses will each be marked against the following scoring methodology:

0	The Tenderer has given no response and/or if the response is not acceptable and/or does not cover the relevant heading/s.
---	---

1	There are major weaknesses or gaps in the information provided. The Tenderer displays poor understanding and there are major doubts about fitness for purpose. The approach to risk gives rise to major concerns. Major concerns about the Tenderer's experience and capability.
2	The proposal will in parts be sketchy with little or no detail given of how the Tenderer will meet the criteria. Information provided is considered weak or inappropriate and is unclear on how this relates to our requirements or the outputs/outcomes of the project. The approach to risk is not well supported and gives rise to concerns. Some concerns about understanding of the steps involved to deliver the aspects of the question posed, and/or the Tenderer's experience and capability.
3	The proposal has addressed the majority of our requirements but will lack some clarity or detail in how the proposed solutions will be achieved. Evidence provided, while giving generic or general statements, is not specifically directed toward the requirements or the outcomes/outputs of this project. The proposal demonstrates an acceptable approach to risk and clearly captures the understanding of the steps involved to deliver the aspects of the question posed, giving a reasonable level of confidence in the Tenderer's experience and capability.
4	The proposal has addressed, in some detail, all or the majority of our requirements. Evidence will have been provided to show not only what will be provided but will give some detail of how this will be achieved. It is clear how the proposals relate directly to the aims of the project and be specific, rather than general, in the way proposed solutions will deliver the desired outcomes and outputs. The proposal demonstrates an acceptable approach to risk and clearly captures the understanding of the steps involved to deliver the aspects of the question posed, giving a good level of confidence in the Tenderer's experience and capability.
5	As well as addressing all our requirements the Tenderer demonstrates a deep understanding of the project and / or may present innovative ideas (where appropriate). Proposals link directly to relevant project requirements, outcomes and outputs (as the case may be) and show how they will be delivered and the impact that they will have on other areas/stakeholders. Proposed solutions will deliver the desired outcomes and outputs. The proposal demonstrates little or no risk and fully captures the understanding of the steps involved to deliver the aspects of the question posed, giving a very high level of confidence in the Tenderer's experience and capability.

Tenderers scores for Quality and Price will then be added together to produce an overall score and the Tenderer with the highest overall score will be awarded the contract. Rejected or eliminated tenders will not be scored.

### **13. Sub-contracting**

When submitting its Tender, the Tenderer must notify the Authority of any parts of the Services that it proposes to sub-contract. Failure to do so may invalidate any such Tender.

### **14. Award of Contract**

The successful Tenderer will be required to promptly execute and return to the Authority the Contract in the form of contract included with this ITT together with any agreed derogations and until such execution the successful Tenderer together with the Authority's written acceptance shall constitute the Contract.

### **15. Obligations**

Parties proposing to submit a tender are advised to ensure that they are familiar with the nature and extent of their obligations if their Tender is accepted.

### **16. Accuracy**

Information supplied to Tenderers by the Authority (whether in these documents or otherwise) is supplied for general guidance in the preparation of tenders. Tenderers must satisfy themselves by their own investigations with regard to accuracy of any such information and no responsibility is accepted by the Authority for any inaccurate information obtained by Tenderers.

### **17. Confidentiality**

All information supplied by the Authority in connection with the Invitation to Tender shall be regarded as confidential by the Tenderer except that such information may be disclosed for the purpose of obtaining quotes and/or professional advice necessary for the preparation of the Tender provided that a condition is imposed in similar words to this paragraph upon any person to who disclosure is made.

### **18. Canvassing**

Tenderers face automatic disqualification if they canvass for the Services by approaching any Member or Officer of the Authority with a view to gaining more favourable consideration of their tender. Tenderers should state whether Members or Officers of the Authority have any direct or indirect interests in their organisation.

### **19 Transparency**

19.1 The Tenderer in submitting its Tender agrees and accepts the Authority in complying with its obligations under the government's transparency agenda, which requires the Council to publish the Tender Questionnaire and the ITT and the text of the contract documentation to be signed with the winning Tenderer (the "Contract"), and the name of the contractor; the date on which the contract was entered into; the value of the contract; and whether the contractor is a SME or VCSE. The Tenderer gives its consent for the Authority to publish the text of the Contract, and any schedules to the Contract in its entirety, including from time to time agreed changes to the Agreement, to the general public in whatever form the Authority decides.

19.2 The Tenderer in submitting its Tender will acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act ("the Act") the text of the Contract, and any schedules to the Contract, is not confidential information except to the extent specifically stipulated in the Contract. The Authority shall be responsible for determining in its absolute discretion whether any part of the Contract or its schedules is exempt from disclosure in accordance with the provisions of the Act.