

## Instructions for Tenderers

This document explains some rules you need to follow when preparing your tender, tells you how to submit your tender and alerts you to some things to be aware of if you are awarded the contract. It also gives you some hints and tips to help you submit a successful bid.

If you do not follow the rules set out below, there is a risk your tender will be rejected.

### 1. Preparing your tender:

#### Rules you must follow:

1.1. Make sure your tender is completed legibly (either typed or in ink), in English, with all prices in Sterling (exclusive of VAT), and that it is signed and dated where required. If you need to make any amendments or corrections to your printed tender before you send it, you must initial these.

1.2. Your tender must tell us if you are registered for VAT and how this applies to the goods or services you are providing for us - for instance standard, reduced rate, zero, exempt or outside scope.

1.3. As part of your tender, you must provide (on headed paper) full contact details for the legal entity we would be contracting with including the name, registered address (and any alternative address for accounts etc), contact name and numbers, payment and banking details and email and website addresses.

1.4. You must not alter any of our Invitation to Tender documents. DfT's Terms and Conditions will apply to this contract, so please don't include your own with your tender.

1.5. If you make any environmental claims in your tender- make sure they comply with DEFRA's Green Claims Guidance (see [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/69301/pb13453-green-claims-guidance.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/69301/pb13453-green-claims-guidance.pdf))

1.6. We publish details of successful bids on the Government's "Contracts Finder" website and also the Transparency page of DfT's website to show how public money is being spent and contracts managed. We may also be required to release details under the Freedom of Information Act if requested. For these reasons, please do not put general confidentiality clauses in your tender as we can only accept them in very exceptional and narrowly defined circumstances. If you do consider any information to be confidential, please clearly set it out in a separate schedule (along with your reasons). Our conditions of contract contain clauses about confidential information - please read these thoroughly before submitting your tender.

1.7. All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice. For these purposes, the Authority may disclose within Government any of the Contractor's documentation/information (including any that the Contractor considers to be confidential and/or commercially sensitive, such as specific bid information) submitted by the Contractor to the Authority during this Procurement. The information will not be disclosed outside Government. Suppliers taking part in this competition consent to these terms as part of the competition process.

1.8. Don't tell anyone what your tender price is (even approximately) before the contract is awarded. The only exception is when obtaining an insurance quote to include in your tender - on condition that you give this information to the insurance broker in strict confidence.

1.9. Don't try to obtain information about anyone else's tender before the date of contract award or discuss with anyone else whether or not they should tender, or about their (or your) tender price. The only exception is where you are considering a joint or team bid - on condition that all suppliers involved in the discussions are named in your tender.

1.10 If you can see a different way of approaching the requirement to the one we have described in our specification, you can submit an "alternative" tender. But if you do this then you **must** also submit a separate "primary" tender based strictly on our original specification. You must fully price both options showing clearly how and where costs differ.

1.11. If you decide to join with other suppliers to submit a joint or team bid, be aware that (if successful) the group will need to nominate a lead partner who we can contract with. Alternatively the group will need to form themselves into a single legal entity before the contract is awarded and you **must** provide an undertaking with your tender that the group is prepared to do this.

#### Important things to be aware of:

1.12. If we refer to an International, European or British Standard in our specification, you can offer an equivalent provided that it offers equivalent guarantees of safety, suitability and fitness for purpose to the one we specified.

1.13. In certain cases the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) may apply to your tender. If work you are bidding for was previously carried out by another organisation, this may mean you need to take 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. If you think this is likely to apply, you **must** seek legal advice and discuss any financial implications with the existing contractor (**not DfT**). Any financial implications you identify should of course be included in your tendered price.

1.14. The expense you incur in preparing this tender is a matter for your own commercial judgement. Be aware that exceptionally we may need to withdraw the tender invitation or re-invite tenders on the same or an alternative basis.

1.15. We reserve the right not to accept the lowest (or any) tender, or to accept any part of your tender without accepting the rest.

1.16. It is not DfT's policy to reimburse tendering costs.

1.17. If the contract will involve the production of written reports or information, be aware that there are strict requirements for formatting documents and providing underlying data that you will need to comply with. Meeting these requirements will probably require particular formatting/typesetting skills, take extra time and incur additional costs; which you must take into account in your tender. See Instructions for organisations producing reports for DfT at [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/15222/formatt ing-reports.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/15222/formatt ing-reports.pdf)

#### Some hints and tips:

1.18. Please read the documents carefully and make sure you provide all the information we ask for. We reserve the right to clarify your responses or ask you for further documentation if we need these to complete the evaluation.

1.19. Pay attention to the evaluation criteria - these tell you what we are looking for. It's helpful if you can use the criteria headings to organise the information in your tender so that the evaluation team can immediately see that you have addressed them.

1.20. Please keep tenders brief and to the point - don't send lots of additional information. We don't award extra marks for expensive paper or glossy photographs and would prefer instead that you simply used less paper and printed on both sides of the page.

1.21. Make sure you properly explain how you propose to undertake the work. If you spot issues that need to be addressed or particular risks - cover these too (and tell us what you plan to do about them). This gives us confidence that you have understood our requirement and are capable of delivering it.

1.22. Consider carefully the skills you need to undertake service contracts to ensure you provide a well-balanced team. Senior team members can be expensive, so make sure their inclusion (and input) is explained so we can consider whether this offers us value for money.

1.23. Please provide the price breakdown in the format we have requested.

1.24. Don't leave it until the last minute before sending your bid, even if you are using a courier. Unforeseen transport problems can result in your tender missing the deadline and being rejected.

## **2. Submitting your tender:**

2.1. The process for submitting tenders is very tightly controlled to make sure everyone is treated equally. Unfortunately this means that we cannot accept emailed tenders.

2.2. Tenders can only be submitted by electronic means via the AWARD e-tendering system.

2.3. If you decide not to submit a tender, please let us know as soon as possible by sending an email to the Contracts Officer through the AWARD e-tendering system. It would be helpful to us to know your reasons but you don't have to tell us if you would prefer not to. Do not transfer these tender documents to anyone else without our prior, written agreement.

2.4. The tender return date and time is stated in the attached letter and you **must** make sure it is received by us before then. Be aware that late tenders may be rejected even if the reason for the delay is not your fault.

2.5. Your tender will remain open for acceptance for a minimum of 60 calendar days from the Tender Deadline.

## **3. If your tender is successful:**

### Awarding the contract:

- 3.1. If you are successful, we will let you know, formally, in writing.
- 3.2. If this tender opportunity was originally advertised in the Official Journal of the European Community (OJEU) we will need to apply a mandatory minimum 10 day "standstill period" between communicating the award decision to tenderers and awarding the contract.
- 3.3. A Purchase Order (PO) number may either be issued with, or after, the award letter. At present, POs are faxed to suppliers by our Shared Services Centre so please make sure you provide the correct fax number (for your accounts branch) with your tender.
- 3.4. You shouldn't start work until you have received a formal PO or, as a minimum, been given the PO number.
- 3.5. You must not supply any goods or services in excess of the original PO. Any new or extra work agreed during the term of the contract will need a new PO and you must make sure you have this before starting work. Your DfT Contract Manager Owner will help arrange this.
- 3.6. In case we need to publish details of the winning tender in order to meet our transparency obligations, you must be prepared to send us an "editable" electronic (non-pdf) version if we request it.

### Submitting invoices:

- 3.7. The contract specification will set out the timing of invoices.
- 3.8. If you are delivering a service to DfT, you must discuss recent activity under the contract with the DfT contract manager before submitting an invoice for payment.
- 3.9. The contract manager will agree with you the quantity or value of the services accepted by DfT and will make sure our finance system is updated to reflect this (or in the case of goods, the quantity received) before you submit your invoice. Your invoice must reflect these agreed amounts.
- 3.10. It is important that invoices contain the correct information or they will be returned to you. Be aware that the following data must be included on every invoice:
- Business unit (e.g. DfTc, DVLA, DVSA)
  - PO number relevant to the goods/services being invoiced
  - Quantities / prices (as applicable) consistent with those on the original PO
  - Clear and detailed text describing the goods or services
- 3.11. We would expect to contract with your legally registered company name (legal entity) but can incorporate a 'trading as' name in our finance system if required. 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.
- 3.12. Invoices must be sent to the Department's Shared Service Centre (SSa) (or as notified):
- 3.13. Invoices must be sent either electronically or postal. All electronic invoices and credit notes will need to be emailed to:

[SSa.invoice@dftssc.gsi.gov.uk](mailto:SSa.invoice@dftssc.gsi.gov.uk)

All postal invoices and credit notes to be sent to:

Shared Services arvato  
Sandringham Park  
Swansea Vale  
Swansea  
SA7 0EA

Suppliers must not send an electronic invoice and then send the same document through the post and vice versa, as this could lead to delays in payment.

Payment:

3.14. Payment will be made by BACS no later than 30 days of receipt of a valid invoice. We will aim to pay you within 10 days.

3.15. We expect 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 ask about your performance in this area. We have publicised this requirement on our website and encouraged subcontractors to report poor performance through the Cabinet Office's Mystery Shopper Service.

If you have any payment queries please contact Shared Services arvato, support desk on telephone number 0844 892 0196

**4. If you are unhappy with the outcome:**

4.1. You are entitled to feedback on your tender if you would like it.

4.2. If you have a complaint about our tender process please let the Contracts Officer (who sent you these documents) know as soon as possible and they will do their best to resolve it.

4.3. If we can't resolve things to your satisfaction then please refer your complaint to the Cabinet Office Mystery Shopper service email

[MysteryShopper@crowncommercial.gov.uk](mailto:MysteryShopper@crowncommercial.gov.uk) or telephone 0345 010 3503.