

INSTRUCTIONS AND INFORMATION ON TENDERING PROCEDURES

- 1 These instructions are designed to ensure that all tenders are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified.
- 2 Please note that references to the 'Department' throughout these documents mean The Secretary of State for Education acting through his representatives in the Department for Education.

Contract Period

- 3 The contract is to be for a period stated in the ITT.

Incomplete Tender

- 4 Tenders may be rejected if the information asked for in the ITT and Specification is not given at the time of tendering.

Returning Tenders

- 5 Envelopes and packages must bear no reference to the tenderer by name; franking machines which automatically print the company's name should not be used. Tenders must be delivered to reach the address on the label by the time and date stated in the ITT.

Receipt of Tenders

- 6 Tenders will be received up to the time and date stated. Those received before the due date will be retained unopened until then. It is the responsibility of the tenderer to ensure that their tender is delivered not later than the appointed time.

Acceptance of Tenders

- 7 By issuing this invitation the Department is not bound in any way and does not have to accept the lowest or any tender, and reserves the right to accept a portion of any tender, unless the tenderer expressly stipulates otherwise in their tender.

Inducements

- 8 Offering an inducement of any kind in relation to obtaining this or any other contract with the Department will disqualify your tender from being considered and may constitute a criminal offence.

Confidentiality of Tenders

- 9 Please note the following requirements, you must not:
 - Tell anyone else what your tender price is or will be, before the time limit for delivery of tenders.
 - Try to obtain any information about anyone else's tender or proposed tender before the time limit for delivery of tenders.

- Make any arrangements with another organisation about whether or not they should tender, or about their or your tender price.

Failure to comply with these conditions may disqualify your tender.

Costs and Expenses

- 10 You will not be entitled to claim from the Department any costs or expenses which you may incur in preparing your tender whether or not your tender is successful.

Debriefing

- 11 Following the award of contract, debriefing will be available to unsuccessful tenderers on request.

Evaluation Criteria

- 12 The tender process will be conducted in a manner that ensures tenders are evaluated fairly to ascertain the economically most advantageous tender.
- 13 Your response to the tender specification will be evaluated using the criteria set out in the ITT.

Purchasing Strategy

- 14 The Department's purchasing strategy is designed to promote fair and open competition, and constructive co-operation between the Department and suppliers.
- 15 The Department is also fully committed to supporting the Government's drive to integrate sustainability/environmental considerations into public sector procurement. The Department's procurement policy is to achieve continuing improvement in value for money based on whole life costs and quality which includes sustainability issues such as running costs, creating employment opportunities for disadvantaged groups, recyclability and cost of disposal.
- 16 The Department requires that all paper used in the production of reports, documents and other materials arising out of the performance by the successful bidder of their duties under this contract consists of a minimum of 60% recycled content of which 75% is post-consumer waste.
- 17 The Department encourages the uses of Supported Businesses as subcontractors to contractors working on Departmental contracts http://www.base-uk.org/about_se/index.htm.
- 18 The Department complies with the **Office for Government Commerce's Best Practice Guide on Value for Money Evaluation in Complex Procurements** (see http://www.ogc.gov.uk/guidance_evaluation_in_complex_procurements.asp
- 19 The Department also complies with the **Code Of Practice On Workforce Matters In Public Sector Service Contracts** [see http://archive.cabinetoffice.gov.uk/opsr/workforce_reform/code_of_practice/index.asp] which sets out an approach to workforce matters in public sector

service contracts that involve a transfer of staff from the Department to a service provider, or in which staff originally transferred out from a public sector organisation as a result of an outsourcing are TUPE transferred to a new provider under a retender of a contract. All service providers contracted to the Department are required, like all employers, to comply with the law on trade union membership and treat employees fairly. In support of the aims of this service providers should actively communicate with their employees and, where appropriate, seek to build good relations with trade unions.

- 20 This Code will form part of the service specification and conditions for all relevant contracts.

Skills Pledge

- 21 We are committed to improving the quality of services delivered under our contracts and want to see improvement in the skills of those people delivering services to and on behalf of the Department. This is an ideal shared by industry stakeholders and we encourage you to sign up to the Skills Pledge if you haven't already done so. This is not a condition for working with us now, or in the future, nor part of the contract. It is, however, a commitment on your part actively to encourage and support your employees to gain skills. If you want to know more about the Skills Pledge see <http://inourhands.lsc.gov.uk/employers-pledge.html>

Freedom Of Information

- 22 The Department is committed to open government and to meeting their responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted to the department may need to be disclosed in response to a request under the Act. If you consider that any of the information included in your tender is commercially sensitive, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may still be required to disclose it under the Act if a request is received. Please also note that the receipt of any material marked 'confidential' or equivalent by the department should not be taken to mean that we accept any duty of confidence by virtue of that marking. If a request is received, we may also be required to disclose details of unsuccessful tenders.

Publication of Contract

- 23 From January 2011 we are obliged to publish the contract between the Department and the successful tenderer(s) in full. The successful tenderer(s) should identify any information regarded as commercially sensitive and explain (in broad terms) what harm may result from disclosure and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may still be required to disclose it if the public interest in disclosure outweighs withholding the information.

Tender Period

- 24 Due to the intensive evaluation process the Department requires tenders to remain valid for a period specified of six months.

Basis of the Contract

- 25 The specification in the ITT, and the terms and conditions and the terms and conditions available on the Department's research website (<http://www.education.gov.uk/research>), together with any special requirements included in the ITT pack, will form the basis of the contract between the successful tenderer and the Secretary of State for Education.

Data Security Standards

- 26 For contracts which require the holding or processing of either personal data and/or restricted data, the successful contractor will need to assure the Department that they can comply with the following security standards. Personal Data shall have the same meaning as set out in the Data Protection Act 1998 and Restricted Data is defined as:

'The compromise of this information or material would be likely: to cause prolonged distress for an individual citizen, or short-term distress for many citizens; to cause loss of reputation for an individual citizen or organisation; to risk to any party's personal safety; to cause financial loss or loss of earning potential to or facilitate improper gain or advantage for individuals or companies; to prejudice the investigation or facilitate the commission of crime; to breach proper undertakings to maintain the confidence of information provided by third parties; to impede the effective development or operation of government policies; to breach statutory restrictions on disclosure of information; to disadvantage Government in commercial or policy negotiations with others; to undermine the proper management of the public sector and its operations.'

- 27 Departmental security standards are:
- that laptops have full disk encryption using either a CESG CAPS approved product or alternatively a product that complies to the FIPS 140-2 or equivalent Standard
 - that DfE data is segregated from non-DfE data on their own IT equipment
 - that USB devices used for transferring protectively marked DfE data are encrypted to the FIPS 140-2 Standard
 - that all paper data is securely protected whilst in their care
 - that all paper data is securely disposed off when no longer required.

Prompt Payment Policy

- 28 Government policy is to pay all correctly submitted invoices within 10 days of receipt and we are 100% committed to paying correctly submitted invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Department.

- 29 The payment period will be deemed to have started when a correctly submitted invoice reaches the nominated address. Contractors can assume receipt to be two days after mailing (by first class post). The thirty day “clock” therefore commences two days after mailing first class.
- 30 A correct invoice is one that is:
- delivered in timing in accordance with the contract;
 - that is for the correct sum;
 - In respect of goods / services supplied or delivered to the required quality (or are expected to be at the required quality);
 - include the date, supplier name, contact details and bank details;
 - which quote the relevant purchase order / contract reference;
 - which has been delivered to the nominated address.
- 31 Any correctly submitted invoices that are not paid within 30 days may be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998.

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