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Instructions for Tenderers

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To find out more about JNCC visit <https://jncc.gov.uk/about-jncc/>

Instructions for Tenderers

1. JNCC Support Co. (JNCC) looks forward to receiving your tender for the work or goods 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. **Failure to comply could invalidate your tender.**
2. If you do not wish to submit a tender, it would be helpful if you could state your reasons although you are not obliged to do so.

Access to Government Information

3. The provisions of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 may require JNCC to disclose information held by JNCC in connection with this tender and contract once awarded, to anyone who makes a request for that information. If there is any information that you consider to be commercially sensitive or wish to remain confidential then this information should be listed in a separate schedule along with clear and substantive justifications why this information should not be disclosed and what harm to your business could arise from its disclosure. You should also add a time limit when any commercially sensitive or confidential information could be disclosed. This is not normally expected to be more than 7 years. Listing information in the schedule does not remove JNCC's obligation to consider the applicability of the exemptions(s)/exceptions(s) on a case by case basis.

In responding to a request for the specified information or where it is not clear to JNCC if a claim for confidentiality applies, JNCC will, where it considers it necessary, use reasonable endeavours to consult you and take into account your wishes to the extent necessary to enable JNCC to comply with our statutory obligations under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

Submission of Tenders

4. You should send your tender, to arrive no later than the time and date stated in the attached letter (unless the date is subsequently amended in writing by JNCC).
5. JNCC will safeguard all tenders received and open them once the tender deadline has expired.
6. **All** late tenders will be rejected. It is your responsibility to ensure that your tender is received on time.
7. You must not alter any of JNCC's Invitation to Tender documents.
8. Tenders may not be considered if any of the information requested is not supplied or the tender is otherwise non-compliant or incomplete.
9. You must not tell anyone, 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.
10. You must not try to obtain any information about anyone else's tender or proposed tender before the date of contract award.

11. 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 responses. (See also 'Group Bids' below).
12. Tender documents must not be transferred to anyone (other than the firm named in the Invitation to Tender) without the prior specific approval of JNCC in writing.
13. 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.

Tender Validity

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

Group Bids

15. 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 JNCC 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 JNCC, must be provided when the tenders is submitted.

Acceptance of Offers

16. You should note that:
 - i. JNCC reserves the right not to accept the lowest, or any, tender;
 - ii. Unless you make any formal statement to the contrary, JNCC reserves the right to accept any part of the tender without accepting the remainder.

Alternative Tenders

17. 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 to show clearly how and where costs differ from the primary tender. You should also note that JNCC reserves the right to accept an alternative tender without recourse to re-tendering.

Trading Names/Invoicing

18. If your tender is submitted in the name of one company of organisation but you intend submitting invoices in the name of another, or require payments to be made to another, please give full details. Otherwise there may be delay in payment.

Specification of Standards

19. 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

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

Green Claims Code

21. You must ensure that any environmental claim you make related to your tender is fully in accordance with the Green Claims Code - this is available on the DEFRA Website [Make an environmental claim for your product, service or organisation - GOV.UK](#)

Legislation of Late Payment

24. JNCC will comply fully with statutory legislation on Late Payment on the basis of claims submitted by the Contractor (i.e. the successful tenderer).