

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

### **(Introductory Document)**

**For the provision of  
Care and Support Service at Reardon Court**

**Reference: DN626366**

**DRAFT**

**PLEASE READ THESE INTRODUCTORY DOCUMENT CAREFULLY BEFORE PREPARING YOUR SUBMISSION**

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### **Schedules to this Invitation to Tender (ITT):**

Schedule 1 – Service Specification  
Schedule 2 – Instructions for completion of the ITT  
Schedule 3 – Tender Evaluation Method  
Schedule 4 – Form of Tender  
Schedule 5- Terms and Conditions (Contract)  
Schedule 6 – Pricing Schedule  
Schedule 7 – Method Statement Questions  
Schedule 8 – Certificate of Non-Collusion  
Schedule 9 – Housing Management Terms

## Definitions:

<b>Authority</b>	The London Borough of Enfield
<b>Authority Confidential Information</b>	<p>“Authority Confidential Information” refers to all information (written or otherwise) that is either provided by the Authority in the of the conducting of this and any other procurement exercise</p> <p>or that the Bidder becomes aware of resultant of its participation in this or any other procurement exercise</p>
<b>Bidder</b>	An entity which has been invited to submit a Tender following successful completion of the SSQ.
<b>Bidder Confidential Information</b>	“Bidder Confidential Information” refer to any information disclosed to the Authority (and outlined in a separate appendix) by the Bidder as part of a submission which the Bidder has deemed Commercially Sensitive and which is clearly marked as Confidential
<b>Contract</b>	A contract which may be entered into between the Authority and the Successful Bidder in relation to the subject matter of this procurement, and a draft of which (“Draft Contract”) is included in the ITT.
<b>Contract Notice</b>	The notice issued for publication in the UK Government’s Find a Tender portal: 23 March 2023 with reference <a href="#">2023/S 000-008565</a> .
<b>e-Tendering system</b>	The Authority’s eTendering system ProContract - <a href="http://www.londontenders.org">www.londontenders.org</a>
<b>Environmental Information Regulations 2004 (EIR)</b>	The Environmental Information Regulations 2004 (EIR) is a UK Statutory Instrument (SI 2004 No. 3391) that provides a statutory right of access to environmental information held by UK public authorities.
<b>Essential Sub-Contractor</b>	Sub-Contractors substantially relied upon to deliver the service (as detailed in the Contract Notice) and/or meet the selection criteria.
<b>FOIA Legislation</b>	Freedom of Information 2000 (“FOIA”), the Environmental Information Regulations 2004 (“EIR”)
<b>ITT</b>	the Invitation to Tender documents
<b>Most Economically Advantageous Tender</b>	a method of evaluating Tenders, in accordance with the 2015 Regulations, that takes into account quality and price
<b>Minimum Quality Threshold</b>	means that a bidder’s response to the written Method Statements (Q1 to Q10) must score a minimum of 2 points for each question
<b>Quality Criteria</b>	the requirements, in relation to the quality of a Tender, which are detailed in Schedule 7.

<b>Standard Selection Questionnaire (SSQ)</b>	This Selection document used to assess a Bidder's suitability to perform a specific function where a certain level of technical ability is required.
<b>Procurement Documents</b>	The documents comprising this procurement, as published on the e-tendering system
<b>Services</b>	The Services which are the subject matter of the procurement, and which are detailed in the ITT.
<b>Successful Bidder</b>	The Bidder which submits a compliant Tender which receives the highest score at the conclusion of the procurement.
<b>Tender</b>	The response by a Bidder to the ITT.
<b>2015 Regulations</b>	The Public Contracts Regulations 2015.

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## 1. INTRODUCTION

- 1.1 The London Borough of Enfield (the “Authority”) is seeking to award a contract(s) to deliver extra care service at Reardon Court – a newly built premises at 26 Cosgrove Court, Winchmore Hill London N21 3BH. Invitation for expression of interest was published on **23 March 2023** to this effect. The deadline for submitting completed standard Selection Questionnaire (SQ) and relevant documents was 12:00 Noon, 24 April 2023. Following the completion of the first stage supplier selection process, the Authority is now inviting pre-qualified suppliers to submit their bids.
- 1.2 This is a competitive procurement process which is being run as a two-stage process with a pre-selection stage using the core elements of the Standard Selection Questionnaire, and then a tender stage. This is being conducted in accordance with the Light Touch Regime in accordance with Regulation 74 Public Contracts Directive 2014/24/EC, as implemented by the 2015 Regulations and set out in the Contract Notice.
- 1.3 This Invitation to Tender (ITT) and all associated documents and the standard Selection Questionnaire completed at the first stage described above form the entirety of this two-stage procurement and are intended to allow Bidders to provide sufficient information to the Authority so that it can assess the capability and capacity of the Bidder and to test the suitability and robustness of the proposed methods of delivering the required Services in accordance with the Authority’s Minimum Standards whilst providing a platform for Bidders to demonstrate the key competencies required to deliver the Service. The resultant outcome of which will be the Authority’s subsequent selection of suitably qualified Provider, in concordance with the evaluation criteria as set out herein, to be awarded the Contract to deliver the Service.
- 1.4 Bidders should read the Procurement Documents carefully before responding and must comply with the terms of this ITT. Failure to comply with these requirements for completion and submission of the tender may result in the rejection of your tender. Bidders should acquaint themselves fully with the extent and nature of the service/goods and contractual obligations contained herein and take any independent financial or legal advice, if necessary, as early as possible in the process and Bidders are deemed to have done so before submitting a tender.
- 1.5 All responses are to be uploaded within the **e-Tendering system** ([www.londontenders.org](http://www.londontenders.org)) no later than **[INSERT DATE & TIME]**. Further guidance is provided in Schedule 2, section 8 – Instructions for Completion of the Procurement Documents. **Please note that e-mailed and / or faxed submissions, whether in full or in part, will NOT be accepted and will result in the tender submission being rejected.**
- 1.6 Every Tender received by the Authority shall be deemed to have been made subject to the terms and conditions of Invitation to Tender (ITT). Any alternative terms and conditions offered by Bidders that are inconsistent with the terms and conditions of the Invitation to Tender shall be deemed to have been rejected by the Authority.
- 1.7 Bidders shall treat this contract as a ‘one-shot’ opportunity and are reminded that the Public Contracts Regulations 2015 prevents us from negotiating on commercial aspects of any Bidder’s offer – hence, Bidders shall always treat their tender as a “best and final offer”.

- 1.8 No alteration or addition (save for the inclusion of the relevant information) should be made to the Form of Tender. Tenders must not be qualified in any way and must be submitted strictly in accordance with this ITT, including these Instructions. Tenders must not be accompanied by any covering letter or any statement that could be construed as rendering the Tender equivocal and/or placing it on a different footing from other Tenders.
- 1.9 The Tenders shall be signed:
- 1.9.1 where the Bidder is an individual, by that individual,
  - 1.9.2 where the Bidder is a partnership, by all the partners or by at least two (2) partners signing under a power of attorney on behalf of the other partners, a copy of which is to be provided with the Tender,
  - 1.9.3 where the Bidder is a company, by two (2) directors or by a director and the company secretary, such persons being duly authorised for that purpose.
- 1.10 Bidders' submissions shall remain open for acceptance for a minimum period of 180 calendar days.
- 1.11 Bidders shall complete the certificate of non-collusion attached at Schedule 8 (Certificate of Non-Collusion) and upload within the relevant section of the e-Tendering system.

## **2. GENERAL PROJECT REQUIREMENTS**

- 2.1 The aim of the provision of an Extra Care Service at Reardon Court is to support older people to continue to live independently in their own homes within the community.
- 2.2 **The successful bidder shall agree to the Housing Management Terms (Schedule 9 of this ITT)** in order to ensure liaison, good communication and joined up working between the parties relating to the housing management of the property at Reardon Court to ensure the effective provision of a housing management and Care Service to occupants.
- 2.3 The Authority proposes to let the Contract for an initial period of 5 (five) years with the option of extending for a further period(s) of up to 2 (two) years subject to satisfactory performance and in accordance with the provisions of the Terms and Conditions of Contract (see Schedule 5)

### 3. PROCUREMENT TIMETABLE

- 3.1 Set out below is the proposed and indicative procurement timetable.
- 3.2 This is intended as a guide and whilst the Authority does not intend to depart from the timetable it reserves the right to do so at any stage. In addition, it should be noted that the timetable will be dependent on the progress, completion and hand over of the Reardon Court building.

Activity	Date(s)
Authority issues ITT to shortlisted applicants	[16/05/2023]
Clarification period closes ("Tender Clarifications Deadline")	[05/06/2023]
Deadline for a response to the Clarification Questions	[09/06/2023]
Return Deadline for Tenders	[16/06/2023 12:00 noon]
Tender Evaluation phase	[19/06 – 07/07/2023]
Bidder presentations	[04/07/2023]
Internal Governance / Approvals	[10/07 – 29/09/2023]
Notification of Outcome (Intention to Award)	[29/09/2023]
Standstill period commences	[30/09/2023]
Expiry of Standstill period (ends at midnight at the end of)	[09/10/2023]
Award of the Contract	[10/10/2023]
Contract Commences	[Dec 2023/Jan 2024]
Mobilisation commences	[Dec 2023/Jan 2024]
Service Commences	[March/April 2024]

### 4. AWARD OF THE CONTRACT

- 4.1 The successful Bidder shall be selected to enter into the Contract based on an evaluation of quality and price criteria as set out in Schedule 3 (Tender Evaluation Method).
- 4.2 It is envisaged that the Bidder with the top scoring tender demonstrating the most economically advantageous tender will be invited to join the Contract.
- 4.3 If the relevant documentary evidence referred to in this ITT is not provided upon request and without delay the Authority reserves the right to amend the contract award decision and award to the next compliant Bidder.

### 5. QUALITY EVALUATION

#### 5.1 Method Statements (written)

Schedule 7 of these procurement documents detail the written Method Statements (Quality Questions (Q1 to Q9)) and associated evaluation criteria which each Bidder will be required

to respond and adhere to, including the percentage score allocated and any limitation to the length of response.

**5.2 Bidder Presentations**

Following the evaluation and moderation of scores for the written Method Statements (Quality Questions (Q1 to Q9)), the Authority shall invite bidders that have submitted compliant tenders and passed the Minimum Quality Threshold to attend a Presentation with the relevant members of the tender evaluation panel.

5.3 Bidders shall provide a presentation by the key members of their delivery team who will be responsible for the provision of the Contract at the Authority's offices. Bidder Presentations will be required to explain the main steps they will take to Personalise the Council's Extra Care Service to the tender evaluation panel - Schedule 7, Q10, of these procurement documents refers. Bidder Presentations will be scored and evaluated in accordance with Schedule 3 (Tender Evaluation Method).

5.4 Bidders invited to the Presentation will be provided with their time slot within a minimum of five (5) working days in advance of the Presentation date/time.

**6. PRICE EVALUATION**

6.1 Bidders shall complete Schedule 6 (Pricing Schedule), and confirm they will not exceed the **Maximum Hourly Rate of £18.00** in delivering the Services under the Contract, Schedule 3 (Tender Evaluation Method) refers.

6.2 When confirming compliance with the above **Maximum Hourly Rate**, Bidders should be confirming their compliance exclusive of VAT, and inclusive of all other costs associated with delivering the Service required.

6.3 Bidders are required to cost the service to be provided in accordance with the Contract and specification by completing the Pricing Schedule and providing specific details relating to the service to be provided during the Contract Period.

6.4 Bidders are required to:

- 6.4.1 propose a series of fixed costs where prompted and;
- 6.4.2 provide a breakdown of how the fixed costs have been calculated and;
- 6.4.3 within the ITT Pricing Schedule.

6.5 Bidders are required to provide a fixed cost for the provision of the service which shall include all recruitment, management and supervision, the provision of all consumables and stationery required to facilitate the successful delivery of the service. Should the resources proposed in the Tender Submission for the fixed price element not prove sufficient to comply with the contract, the successful Bidder will be required to provide such additional resources as necessary to achieve compliance and at no further cost to the Authority.

6.6 Any prices provided should be exclusive of VAT, and inclusive of all other costs associated with delivering the service/goods required.



- 6.7 Detailed instructions for the completion of the Pricing Schedule are provided in Schedule 6: Pricing Schedule.

## **7. CLARIFICATIONS**

- 7.1 Any questions about the procurement must be submitted in writing via the e-Tendering system's messaging system. No approach of any kind in connection with the procurement shall be made to any other person within, or associated with, the Authority.
- 7.2 The Procurement Documents are being provided on the same basis to all Bidders.
- 7.3 The Authority expressly reserves the right to require a Bidder to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in the Procurement Documents.
- 7.4 If the Authority considers any question or request for clarification to be of material significance, both the question and the response will be communicated, in a suitably anonymous form, to all Bidders.
- 7.5 All Tender responses received will be treated in confidence but will be subject to the Authority's statutory obligations under the Freedom of Information Act (FOIA) 2000 in accordance with paragraph 8 below and the Environmental Information Regulations 2004 (EIR).
- 7.6 The Authority will endeavour to answer any questions or requests for clarification, received in line with the procurement timetable (in this ITT, Section 3 refers), and provided the Authority considers any such request to be appropriate for reply.

## **8. EVALUATION OVERVIEW**

### **8.1 Initial Assessment**

- 8.1.1 Tender submissions will first be checked for completeness before undergoing the detailed evaluation of the scored technical/qualitative and price specific elements.
- 8.1.2 Responses will be reviewed to ensure that:
- the Tender has been submitted on time and meets the Authority's Tender standards/instructions which have been notified to Bidders;
  - the Tender is submitted with a correctly completed Form of Tender and any other documents that the Authority requires a Bidder to complete together with their Tender; and
  - the Tender is substantially complete to enable the Tender to be evaluated in accordance with the evaluation methodology.

- 8.1.3 Tenders that do not satisfy the initial assessment in accordance with paragraph 8.1 **Error! Reference source not found.** will be rejected at this stage.

## **8.2 Detailed Assessment and Evaluation of Scored Tender Questions**

- 8.2.1 The Tender Evaluation Panel will conduct a detailed assessment and evaluation of the tenders received to establish the most economically advantageous to the Authority in terms of the criteria set out in Schedule 3 (Tender Evaluation Method).
- 8.2.2 Tenders that do not meet the Minimum Quality Threshold will be rejected.
- 8.2.3 Only the successful Bidders will be required to provide to the Authority, upon successful completion of the ITT stage but prior to formal contract award, all necessary evidence in support of self-certification(s) made; and provide suitable justification of self-cleaning (undertaken to remedy or “make good” on elements giving rise to grounds for exclusion) within the specified timeframe.
- 8.2.4 Evidence required in accordance with the above should be provided to the Authority within the timeframe specified within paragraph 3 (Procurement Timetable).
- 8.2.5 Failure to provide satisfactory evidence will result in the next Compliant Tender submission with the Most Economically Advantageous Tender being awarded the Contract.

## **8.3 Tie Break**

- 8.3.1 In the event of a tie, i.e., more than one bidder achieving the exact same final total overall score (Price and Quality) for their Tender, the Authority will rank the Bidder which achieves the highest score for the entirety of the Quality section above the other relevant Bidder.

## **9. ACCEPTANCE OF TENDERS, CRITERIA FOR EVALUATION AND CONTRACT AWARD**

- 9.1 The Authority reserves the right to accept any Tender pursuant to the ITT.
- 9.2 The Authority shall not be bound to accept any Tender and reserve to themselves the right at their absolute discretion to accept or not accept any Tender.
- 9.3 The Authority may without limitation meet with and/or interview Bidders, ask for presentations and clarification of material submitted, undertake site visits and seek references as part of the evaluation process. All Tenders made by Bidders prior to the Closing Date will be considered, together with any other information that the Authority may require to be submitted.
- 9.4 Responses to the Method Statements (Quality Questions) set out in Schedule 7: Method Statement Questions and completed pricing details in accordance with Schedule 6 Pricing Schedule of this ITT will be evaluated in accordance with the evaluation criteria set out in Schedule 3: Tender Evaluation Method.

- 9.5 The Authority intends to ensure that their approach is equitable, auditable and transparent.
- 9.6 Bidders should ensure that they understand the evaluation criteria fully, as the submitted documentation will be assessed against the pre-determined scores.
- 9.7 Tenders submitted without all information required by this ITT will be considered incomplete and will be rejected.
- 9.8 The Authority will award the contract to the highest scoring Bidder in accordance with Schedule 3, Tender Evaluation Method.

## **10. NON-CONSIDERATION OF TENDERS**

- 10.1 The Authority may in their absolute discretion refrain from considering a Tender if either:
- a) in any respect, it does not comply with the requirements of the ITT (including these Instructions), or
  - b) the Tender contains any significant omissions,
  - c) the Tender is not submitted by the deadline set out in paragraphs 1.5 and 3 of this ITT.

## **11. REJECTION OF TENDERS**

- 11.1 Any Tender or other documents submitted by any Bidder in respect of which the Bidder:
- 11.1.1 provides a response which gives rise to grounds for mandatory exclusion and is unable to satisfy the self-cleaning requirements as required;
  - 11.1.2 provides a response which gives rise to grounds for discretionary exclusion and is unable to satisfy the self-cleaning requirements as required;
    - a) fixes or adjusts the amount, prices, charges and rates shown;
    - b) by or in connection with any agreement or arrangement with any other person, or
    - c) by reference to any other Tender, or
    - d) communicates to any person other than the Authority any information except in accordance with paragraph 9.2 of Schedule 2, or
    - e) enters into any agreement or arrangement with any other person that such other person shall refrain from submitting Tenders or shall limit or restrict the amounts, prices, charges and rates to be shown by any other Bidder in its Tender and other documents, or

- f) offers or agrees to pay or give, or does pay or give, now or in the future any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done or offering to do in relation to any other Bidder or any other proposed Bidders or other documents or current or future commercial or personal relationship any act or omission, or
- g) has directly or indirectly canvassed any member or official of the Authority concerning the acceptance of any Tenders or has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tenders or other tenders made by any other Bidder, or
- h) fails to use the English language, or
- i) fails to state monetary amounts in Pounds Sterling,

may not be considered for acceptance and may accordingly be rejected by the Authority provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Authority in respect thereof or to any criminal liability that such conduct by a Bidder may attract.

**11.2 The Authority reserves the right at any time:**

- a) not to award a Contract and to withdraw from, suspend or terminate the procurement procedure, any part of the procurement procedure and to procure the appointment of the Bidder by any alternative means which the Authority see fit (including by way of undertaking a new procurement process), or:
- b) to award the Contract(s) to which this procurement process relates in whole, in part or not at all.

without incurring any liability whatsoever to the Bidder. The Bidder acknowledges and agrees that in participating in this ITT, it shall hold the Authority harmless from any liability or loss whatsoever suffered by the Bidder as a result of the Authority's actions and/or omissions under this ITT.

## **12. NOTIFICATION OF AWARD**

**12.1** This Invitation to Tender (ITT) does not constitute an offer by the Authority and does not undertake to accept the lowest or part, or all of any Tender even if all requirements are met. All Bidders shall be notified in writing whether their tenders have been successful or unsuccessful. The written formal acceptance of the Bidders offer will obligate the Authority and the successful Bidder in accordance with the Terms and Conditions of Contract. The acknowledgement of receipt of any Tender shall not constitute any actual or implied agreement between the Authority and the Bidder.

**12.2** Contract award is subject to the formal approval process of the Authority. Until all necessary approvals are obtained, and the standstill period successfully completed, no Contract(s) will be entered into.

12.3 In accordance with good procurement practice, there will be a minimum standstill period of 10 calendar days after the date of issue of notification of the intended award. Subject to there being no formal legal challenge to the intended award, the Authority will notify the successful Bidder in writing of the acceptance of their Tender for the Contract.

12.4 Bidders must not undertake to perform any Service/goods without prior written notification from the Authority that it has been awarded the relevant contract and is required to commence the performance of its obligations under the Conditions of Contract.

12.5 The Authority reserves the right, in exceptional circumstances and after the opening of tenders to enter into discussions with any Bidder for the purposes of clarification only.

### **13. BIDDER'S WARRANTIES**

13.1 In completing its Tender each Bidder warrants, represents and undertakes to the Authority that:

- a) it has not done any of the acts or matters referred to in paragraphs 11.1.2(a)-(i) above (this ITT) and has complied in all respects with these Instructions,
- b) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Authority by the Bidder, its employees or agents in connection with or arising out of the Tender is true, complete and accurate in all respects,
- c) it has made its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the Tender, and has not relied on information supplied by the Authority,
- d) it has satisfied itself as to the correctness and sufficiency of the information it has included in its Tender and inserted in the Pricing Schedule,
- e) it has full power and authority to enter into the Contract and to deliver the service,
- f) it is of sound financial standing and has and will have sufficient resources available to it to comply with its obligations under the Contract.

### **14. SUBMISSION CHECKLIST**

Bidders are reminded to fully complete and upload the following onto the e-tendering system as part of their submission:

#	DESCRIPTION	TENDER RETURN DOCUMENT
1	Fully completed Form of Tender	Schedule 4
2	Fully completed Pricing Schedule	Schedule 6
3	Fully completed Method Statement Questions (Q1 to Q9)	Schedule 7
4	Fully completed Certificate of Non-Collusion	Schedule 8