

Invitation to Tender (“ITT”)

External Print Services

Dynamic Purchasing System (DPS)

London Borough of Enfield

**PLEASE READ THESE INSTRUCTIONS CAREFULLY BEFORE PREPARING
YOUR SUBMISSION**

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Section 1 – Invitation to Tender

1 Preamble

1.1 Introduction

The London Borough of Enfield (the “Authority”) is seeking tenders from providers who wish to become an approved supplier using the Dynamic Purchasing System (DPS) to deliver External Print Service contracts until 30th September 2026.

The External Print Service previous year annual spend was £150k but this is likely to reduce in future years as the Authority is looking at new ways to reduce costs and become more digitalised.

Approved providers will be notified and given the opportunity to bid for every job via the Authorities preferred online bidding platform Claritum. Providers will be expected to register and will be free to use.

Each individual job will be awarded under the DPS terms (See section 5) via Claritum.

Providers should read these instructions carefully before completing the remaining documentation and must comply with the terms of this ITT. Failure to comply with these requirements for completion and submission of the tender may result an initial rejection of your tender. Providers should acquaint themselves fully with the extent and nature of the goods / services and contractual obligations contained herein and take any independent financial or legal advice, if necessary, as early as possible in the process and Providers are deemed to have done so before submitting a tender.

All responses are to be uploaded within www.londontenders.org

1.2 General Requirements

The DPS will provide an unlimited number of providers who will be approved to provide external print services to the Authority.

The intention of the DPS is to give providers an equal opportunity whilst allowing the Authority to maintain quality and improve costs.

1.3 Contractual Structure

Any Contract resulting from this ITT will be subject to the Terms and Conditions included at Section 5 (the “Contract”). The Contract sets out the terms and conditions between the Authority and the successful Providers under the Dynamic Purchase System (DPS). Appointment under the DPS Contract will mean that successful Providers will then be able to bid via Claritum (online bidding platform) to deliver service to the Authority under the Authority’s Standard Purchase Order terms.

The DPS will close 30th September 2026

1.4 Award of the Contract

It is envisaged that the Provider who meets the specification and offers the best price for each job will be awarded the contract.

1.5 Information Provided

The Authority have made every effort to ensure the completeness and accuracy of information provided to Providers but do not warrant any such information. Providers will be deemed to have satisfied themselves as to the accuracy and completeness of such information before submitting their Tenders.

1.6 Standard Selection Questionnaire (SSQ)

Your response to Section 6 will determine whether you are successful and will be added to the Authorities approved providers for this DPS contract. Please complete in full and upload on the London Tenders Portal as part of your submission.

Where we are unable to fully evaluate your bid, we may ask for further evidence to support answers given.

Providers shall provide details of any areas in which any information which has been provided to the Authority prior to submission of its Tender is no longer fully accurate, comprehensive and up to date and give notice to the Authority of any information which they know or might reasonably be expected to know will become out of date during the term of the Agreement.

2 Content of Tender

Providers tenders shall be made in accordance with the Section 2 (Instructions to Providers) and in Section 3 (Form of Tender).

2.1 Insurance and Security

Providers shall have in place the following insurance levels as a minimum for each individual claim:

Professional Indemnity Insurance	:	£1 million
Public Liability Insurance	:	£5 million
Employer's Liability Insurance	:	£10 million

Providers shall confirm levels of Public liability, Employers Liability and Professional Indemnity insurance (either in place or to be obtained) in their tender and highlight any limitations on cover and enclose a copy certificate or broker's letter to confirm the level and scope of cover, where appropriate.

2.2 Certificate of Non-Collusion

Providers shall complete the certificate of non-collusion attached at Section 7 (Certificate of Non-Collusion) and upload within the relevant section of ProContract.

3. How the DPS Will Work

The External Print DPS will establish an unlimited number of approved providers to meet the requirements of the Authority.

After the initial receipt and award of submissions, providers may apply to join the DPS at any time throughout the remainder of the duration.

Providers must complete the Standard Selection Questionnaire (SSQ) via the London Tenders Portal as their submission to be added as an approved DPS provider.

Subject to the satisfactory completion of the SSQ, and passing all the criteria, the provider will be notified as successfully approved and will join the External Print DPS.

After the initial receipt and award of applications submitted (please see timetable below), each application thereafter, will be notified within 10 working days from submitting their application whether they have been accepted to join the DPS, or if their tender has been unsuccessful.

If successful, the Authority will register the provider onto Claritum (the Authority's preferred online bidding platform) to receive notifications and specifications of all jobs.

A training manual for Claritum will be provided by the Authority.

Each job will be subject to an electronic mini competition via Claritum.

Each approved Provider will be notified of each job via the Claritum online bidding platform and will be given a timescale to respond.

Each job will identify requirement, quality, timescale, delivery and cost and will be evaluated on this.

The DPS is expected to run for 5 years but the Authority reserves the right to review this arrangement and cancel it giving the approved providers no less than three month's notice.

4 Procurement Timetable

The envisaged timetable for the selection of the successful Providers to enter into the Contract is as follows:

Activity	Date / Time
Issue ITT	14 th June 2021
Closing date for 1st round of applications	15th July 12 noon 2021
Evaluation of 1 st applications	July & August 2021
Internal Governance	August 2021
Notification of outcome to Providers	Beginning of September 2021
Award contracts to successful providers registered for Claritum	September 2021
DPS contract live date to receive bids via Claritum	1 st October 2021
Further submissions from potential providers now accepted.	1 st October 2021

The above timetable is indicative only and subject to variation by the Authority. Providers will be informed of any significant changes.

Section 2 – Instructions to Providers

Tenders must be made in accordance with the following instructions to Providers (the “Instructions”). Tenders that do not comply with these instructions in any way may be rejected by the Authority whose decision in the matter shall be final.

1 Introduction

- 1.1 In accordance with the procedure set out under the External Print DPS Providers are invited to submit a tender in the form required by the ITT for delivery of the services of which these instructions form part.
- 1.2 Tenders shall be presented under the same headings and in the same sequence as required by the ITT.
- 1.3 Providers are responsible for obtaining all information necessary for the preparation of their Tenders. All costs, expenses and liabilities incurred by any Provider in connection with the preparation and/or submission of a response, and in discussion with the Authority, and (in the case of acceptance of a Tender by the Authority) in connection with the execution of the Contract and any relevant documents, shall be borne by that Provider.
- 1.4 The information referred to or contained in the ITT has been prepared by the Authority in good faith but does not purport to be correct, comprehensive or to have been independently verified. The Authority in no way warrants any information given to Providers. Providers shall not rely on the information and must carry out their own due diligence checks in order to verify the information provided by the Authority. The Authority accepts no responsibility or liability whatsoever for any loss or damage of whatever kind and howsoever caused arising from or in consequence of Providers' use of or reliance on such information.
- 1.5 The attention of Providers is drawn to the Contracts set out in Section 5 of the ITT. Each successful provider will sign the terms of the DPS. A Purchase Order (PO) will then be issued for each individual job awarded under which the Authorities standard Purchase Order terms will also apply. It is essential that Providers are totally familiar with these contents of this document before compiling their Tender.
- 1.6 The procurement timetable is set out at paragraph 4 of Section 1.
- 1.7 If any Provider requires any further information or wishes to raise any query, such requests or queries should be addressed in writing via the ‘Discussion’ area of ProContract. The Authority will endeavour to answer any requests and/or queries raised, provided that they are received prior to the deadline set under paragraph 4 of Section 1 and provided the Authority considers any such request to be appropriate for reply. Any such requests and/or queries and the Authority’s responses will be sent to all Providers, where appropriate.

2. Confidentiality

- 2.1 All information supplied by the Authority in connection with the ITT shall be treated as confidential and Providers shall not, without the prior written consent of the Authority, at

any time, make use of such information for any purpose other than the preparation of its Tender.

- 2.2 Providers shall treat the ITT and every part of it and all other information provided by or on behalf of the Authority as private and confidential. Providers shall not disclose the fact that they have been invited to tender or release details of the ITT other than on a strictly confidential basis to those parties whom they need to consult for the purposes of preparing their Tender.
- 2.3 Providers shall not at any time release any information concerning the ITT and/or their Tenders and/or any related documents and/or any negotiation and/or discussion with the Authority in this connection for publication in the press or on radio, television, screen or any other medium.
- 2.4 The Authority reserves the right to retain all Provider's Tenders throughout the period that the Tender remains valid and open for acceptance.
- 2.5 Each Provider undertakes to indemnify the Authority and to keep the Authority indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of this paragraph 2 (Section 2).

3. Submission of Tenders

- 3.1 For the first round and initial evaluation of Providers, Providers shall complete all relevant questions within the ITT and upload responses. Tenders should be received no later than

Thursday 15th July 2021 12 noon.

- 3.2 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.

Please note that all documentation must be completed and returned in the original format with the correct page numbers without alterations or substitutions of any kind whatsoever; pages must not be removed, or extra pages inserted or replaced.

As a result of past experience of this practice and the problems this causes during tender opening, any tenders returned in a format other than the original and/or including alterations or substitutions to this document will not be accepted or considered and shall be rejected immediately.

- 3.3 Providers shall answer all questions as accurately and concisely as possible in the same order as the questions are presented. Where a question is not relevant to the Providers organisation, this shall be indicated with 'N/A'.
- 3.4 Questions shall be answered in English and state all monetary amounts in Pounds Sterling.

- 3.5 The Tenders shall be signed: -
- a) where the Provider is an individual, by that individual,
 - b) where the Provider 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,
 - c) where the Provider is a company, by two (2) directors or by a director and the company secretary, such persons being duly authorised for that purpose.
- 3.6 Each Provider shall produce forthwith upon request by the Authority documentary evidence of any authorisation, formation, interpretation and performance referred to in paragraphs 3.5(b) and 3.5(c) above.
- 3.7 Providers shall note that the formation, interpretation and performance of the Contract shall be subject to and interpreted in accordance with the laws of England.
- 3.8 Providers shall include in their Tender all information required by the ITT and all costs necessary to enter into the Contract and to deliver the Services safely and in compliance with all statutory provisions and other rules or regulations relating to the Contract.

4. Non-consideration of Tenders

- 4.1 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 paragraph 3.1 of Section 2 (Instructions to Providers). Providers may reapply at a later date.

5. Rejection of Tenders

- 5.1 Any Tender or other documents submitted by any Provider in respect of which the Provider:
- 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 2.2 above (Section 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 Provider 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 Provider or any other proposed Providers 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 Provider, 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 Provider may attract.

5.2 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 Provider 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 Provider. The Provider acknowledges and agrees that in participating in this ITT, it shall hold the Authority harmless from any liability or loss whatsoever suffered by the Provider as a result of the Authority's actions and/or omissions under this ITT.

6. Acceptance of Tenders, Criteria for Evaluation and Contract Award

6.1 The Authority reserves the right to accept any Tender pursuant to the ITT.

6.2 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.

6.3 The Authority may without limitation meet with and/or interview Providers, ask for presentations and clarification of material submitted, undertake site visits and seek references as part of the evaluation process. All Tenders made by Providers prior to the Closing Date will be considered, together with any other information that the Authority may require to be submitted.

7. Provider's Warranties

7.1 In completing its Tender each Provider warrants, represents and undertakes to the Authority that:

- a) it has not done any of the acts or matters referred to in paragraphs 5.1(a)-(g) above (Section 2) 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 Provider, 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 goods / services,
- 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.

8. General

8.1 Every part of this ITT and all other documents provided to Providers will remain the property of the Authority and will be returned with the Tender or, if no Tender is submitted, upon the Authority's demand.

8.2 Providers are advised to retain for themselves details of their Tenders. The Authority reserve the right to make a charge if a Provider requests a copy of its Tender.

9. Data Protection and Freedom of Information Requirements

9.1 Please note for the purposes of this ITT and the resulting contract(s), the Authority shall be the Data Controller of Personal Data and the Provider shall be the Data Processor in line with the GDPR (the General Data Protection Regulation (Regulation (EU) 2016/679) (Data Controller, Personal Data and Data Processor shall take the meaning given in the GDPR). The contract(s) shall be in strict compliance with the GDPR rules and requirements and any successful Provider shall be bound by the Data Protection clauses in the resulting contract(s). The Provider shall not process any Personal Data provided for any purpose other than for submitting a tender.

- 9.2 The Authority is subject to the Freedom of Information Act 2000 (the “FOIA”) and Environmental Information Regulations 2004 (the “EIR”) under which members of the public or any interested party may make a request for information held by the Authority at the time of the request.
- 9.3 Following such request, the Authority will consider the disclosure of any information, including price quotes, contained in Submissions both successful and unsuccessful, subject to the exemptions of the FOIA and EIR. Providers shall be aware that attaching a blanket label of ‘private and confidential’, ‘commercially confidential’ or similar to a Tender may not exempt that Tender from disclosure under the FOIA and/or EIR.
- 9.4 If a Provider considers that all or any part of its Tender and/or any specific information contained therein constitute a ‘trade secret’, or that the Tender or information is commercially sensitive information disclosure of which would be likely to prejudice the commercial interests of any party, believes that a duty of confidentiality applies or otherwise considers that such documents and/or information falls within any other exemption set out in the FOIA and/or EIR, the Provider should:
- a) attach information it considers to be commercially sensitive e.g. costing or trade secrets in a separate schedule marked ‘commercially sensitive information’ or ‘trade secret’ and include a time limit for the sensitivity of the information, and
 - b) in respect of such schedule and/or specific information, identify the particular FOIA and/or EIR exemption that the Provider claims applies in the particular circumstances. Providers shall do so in full knowledge of the relevant terms of the Lord Chancellor’s Code of Practice (the “Code”) under Section 45 of the FOIA, giving advice to public authorities on the handling of requests under the FOIA. This will enable Providers to make such claims based on reasons that address the requirements of the Code. Further information about the FOIA and a copy of the Code is available from the Department of Constitutional Affairs’ web-site at www.dca.gov.uk/foi/reference/impreg/codepafunc.htm
- 9.5 Providers shall be aware that, even when they have scheduled or identified relevant documents and/or information and claimed exemption pursuant to paragraph 9.4 above (Section 2), the Authority will have complete discretion in deciding whether such documents and/or information should be disclosed under the FOIA and/or EIR.

Section 3 – Form of Tender

Please see separate document.

Please complete in full and upload as your part of your submission.

Section 4 – Specification

Please see separate document.

Section 5 – Terms & Conditions

Please see separate documents.

Section 6 – Standard Selection Questionnaire (SSQ)

Please see separate document.

Please complete in full and upload as your part of your submission.

Section 7 – Certificate of Non-Collusion

Please see separate document.

Please complete in full and upload as your part of your submission.