

# Invitation to Tender (ITT) (open procedure)

## Instructions

### 1 General Guidance

- 1.1 Please ensure you read this document before completing the tender documents.

### 2 Introduction

- 2.1 You may wish to refer to our tendering guidance which is available on the Islington Council website: [www.islington.gov.uk](http://www.islington.gov.uk) (search for “tender resource pack”)
- 2.2 Tenderers are advised that all costs incurred either directly or indirectly in preparation, submission or otherwise related to this tender will be borne by them, and in no circumstances will the Council be responsible for any such costs. Tenderers are also advised that the Council at its sole discretion acting reasonably and in good faith reserves the right to abandon the procurement at any stage prior to contract award.
- 2.3 The e-procurement system used by the Council is the London Tenders Portal (LTP). Please note that tender documents submitted electronically will, upon being submitted, be deemed to have been signed electronically within the meaning of the Electronic Communications Act 2000.
- 2.4 It is important that you read the service specification and all other documents included in this tender pack carefully.
- 2.5 Tenderers should be aware that we reserve the right to hold site visits and/or presentations and/or interviews during the tender process. Site visits and/or

presentations and/or interviews will be for verification/clarification purposes of the written submission.

### **3 Instructions for Tenderers**

- 3.1 Tenderers shall ensure that they are fully familiar with the nature and extent of the obligations, which they will assume if their tender is accepted.
- 3.2 All communications relating to this tender must be conducted via the LTP. All correspondence/notifications will be sent to the email address on the LTP as registered by your organisation.
- 3.3 Any communication between tenderers and Islington Council employees regarding this contract during the tender process not conducted via the “Messaging” section on the LTP could lead to individual bids being rejected or the entire tender process being abandoned.
- 3.4 Please use the “Messaging” link for this contract on the LTP to raise any questions relating to this tender. Questions should be submitted no later than three working days before the deadline for the receipt of tenders. Questions submitted after this time will not be answered.
- 3.5 No employee other than an officer of the Strategic Procurement Team has the authority to make any representation or explanation to tenderers on any matter concerning this contract. All questions that are seeking to clarify any points in any of the tender documents should be posted on the LTP. Our answers will be posted on the LTP for all other bidding organisations to see, unless the question is considered to be confidential.
- 3.6 Please note that it is your responsibility to regularly review the Messaging section on the LTP for all questions and answers as well as any additional information that might have been posted.
- 3.7 Do not include additional appendices supporting documents with your submission, unless specifically requested to do so. However, we may ask to see further documentation at a later stage.
- 3.8 Do not include any pictures, diagrams, tables, charts, etc. within your response unless specifically asked to do so. Your response should be text only.
- 3.9 Tenders must be submitted via the LTP no later than the date and time as specified in the ITT return document. For details of how to do this please read the guidance on the opening page of the portal.

### **4 Confidentiality of Information and Documents**

- 4.1 Please be advised that Islington Council works in strict accordance with the Freedom of Information Act (2000) (FOIA) and as such will only keep confidential information that is properly confidential in its nature and then only for a reasonable amount of time. Any

information submitted to us may be subject to disclosure in response to a request under FOIA.

- 4.2 Providers should mark in 'Schedule of confidential or commercially sensitive information' the information that they wish to keep confidential and explain in broad terms what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. Information identified to be commercially sensitive in 'Schedule of confidential or commercially sensitive information' will be taken into account in Islington Council forming a view.
- 4.3 You should be aware that, even where you have indicated that information is commercially sensitive, we may be required to disclose it under the FOIA in response to a request where such disclosure is considered to be in the public interest. Please also note that the receipt by Islington Council of any material marked 'confidential' or equivalent should not be taken to mean that we accept any duty of confidence by virtue of that marking.
- 4.4 All documentation and information supplied by us relating to the tender ("the tender documents") shall be treated by the prospective tenderers as private and confidential for use only in connection with the tender and any resulting contract and shall not be disclosed in whole or in part to any third party without the prior to our written consent except for the purpose of obtaining sureties and quotations necessary for the preparation and submission of a tender.
- 4.5 This ITT and all tender documents must not be passed to any other person, company, firm or other body.
- 4.6 Invitations to tender issued by Islington Council are personal to the individual, partnership or company involved and may not be assigned or passed to any other person or legal entity (including subsidiary or associated companies) without our prior written consent.
- 4.7 As part of a commitment to transparency Islington Council is now publishing all spend over £500 each month. This includes spend on contracts, so the successful contractor should expect details of spend against the contract to appear on the Council's website.

## **5 Evaluation**

- 5.1 Please note that failure to provide a satisfactory response to any of the questions in the ITT may result in Islington Council not proceeding further with your application.
- 5.2 The information supplied by the tenderers will be checked initially for completeness and compliance before responses are evaluated.
- 5.3 The tender shall be prepared on the basis of the full performance of all of the services specified and to the standard specified in the tender documents. We will evaluate the tenders to determine whether tenderers are able to meet this requirement and will not accept any tender which we do not consider able to meet this requirement.

- 5.4 Each question will be assessed individually, therefore please include all the information required to provide a full response to each question. Any cross-reference to another answer will not be taken into consideration in the evaluation.
- 5.5 The evaluation panel will only consider information provided in response to the questions. Tenderers should not assume that the evaluation panel has any prior knowledge of the tenderer, its practices or reputation, or its involvement in existing services or projects.
- 5.6 Islington Council does not bind itself to accept any tender and will not be liable for or pay any expenses or losses, which may be incurred by the tenderer. We will act in good faith in relation to all tenders submitted but the issuing of tender documents to potential tenderers is merely an invitation to tender and does not amount to any form of offer for any purpose whatsoever and we shall not be contractually bound to consider any tender.
- 5.7 The tenderer may be required to:
- attend meetings with us to present, explain or amplify details of its tender submission
  - provide any other information reasonably required by us to enable a detailed evaluation of the tender submission.
- 5.8 The evaluation of the tender submission will consist of the following stages:
- compliance with tender conditions
  - a check for arithmetical correctness, completion in full of all documents required to be returned with the tender
  - evaluation of the method statements
  - financial analysis of the pricing schedule
  - site visits and/or interviews (if applicable)
- 5.9 All minimum quality requirements relating to method statement questions must be met in order to be awarded a contract. Details of minimum quality requirements will be included in the tender documents. Where these are not met during the evaluation of the method statements, a financial analysis of the pricing schedule shall not be undertaken.
- 5.10 Where errors in the computation of a tender are found, the tenderer will be given details of such errors and afforded an opportunity of clarifying their bid or withdrawing their offer.
- 5.11 You need to adequately meet the qualitative selection requirements of the Council in part 1 in order for part 2 of your submission to be evaluated. All requirements have been deemed to be related and proportionate to the subject matter of this contract.

- 5.12 The Council needs to ensure the continuous financial viability of any economic operator. By the contract commencement date or at any point during contract period, the Council reserves the right to run an independent financial appraisal for the purposes of that financial reassurance.
- 5.13 The independent financial appraisal forms part of business continuity, but does not directly form part of the procurement evaluation. Independent financial appraisals provide convenient instant online access to partial accounts information of economic operators. Furthermore, they frequently identify where an economic operator is bankrupt, the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court or creditors. They may indicate through ratio analysis where further examination of an economic operator is required by the Council. Where an independent analysis is carried out it shall be conducted by Dun and Bradstreet.
- 5.14 For the purposes of establishing economic and financial standing the Council may take into account industry standard ratio such as:
- Performance ratios including gross profit, net profit, earnings before interest and tax, return on capital employed, return on assets;
  - Ownership ratios including gearing for total debt or fixed asset worth, long term liability to capital employed, and percentage of business;
  - Stability ratios including current ratios, interest cover, average trade for creditors/debtors and liquidity ratios;
  - Efficiency ratios including stock, acid test ratios, debtors, creditors and asset utilisation.
- 5.15 The tenderer will not be provided with the financial information of the other tenderers.

## **6 Information for Tenderers**

- 6.1 Information supplied by us (whether in the tender documents or otherwise) is provided in good faith for general guidance in the preparation of the tender.
- 6.2 Tenderers must satisfy themselves by their own investigations with regard to the accuracy of any such information. We shall not be held responsible or liable for any inaccurate information obtained by any tenderer whether from a servant or agent of Islington Council or otherwise and whether or not the inaccuracy be due to want of care on the part of Islington Council, their servants or agents.
- 6.3 Should any additions or alterations to any of the tender documents, supplementary clauses or the provision of additional information appear to us to be desirable prior to the date for submission of tenders; these will be issued to all tenderers via the LTP and will be deemed to form part of the tender documents.
- 6.4 Tenders shall be completed in full and submitted without qualification. All tender documents, including formal written proposals, are to cover the requirements as stated in the service specification.

- 6.5 Tenderers will also be deemed for all purposes connected with the Form of Tender and the Contract to have carried out all researches, investigations and enquiries which can reasonably be carried out and to have satisfied themselves as to the nature, extent, volume and character of the Service (in the context of and as it is described in the tender documents), the extent of the premises, personnel, materials and equipment which may be required, means of access, and any other matter which may affect their tender.
- 6.6 The tenderer shall have no claim whatsoever against the Council in respect of such matters and in particular (but without limitation) we shall not make any payments to the tenderer, save as expressly provided for in the Contract save to the extent set out in the Contract.

## **7 Conflicts of Interest**

- 7.1 Tenderers are reminded that upon being invited to tender or at any time throughout the tendering process, they must bring to the immediate attention of Islington Council any matter that is, could be, or is likely to give rise to a conflict of interest.

## **8 Award Criteria**

- 8.1 The Council's award decision will be made on the basis of the most economically advantageous tender (MEAT). Please see the Invitation to Tender return for further details.

## **9 Tender return**

- 9.1 Your complete proposal must comprise of all applicable sections as follows:

### **PART 1**

Section 1.1 Potential supplier information

Section 1.2 Bidding model

Section 1.3 Contact details

### **PART 2**

Section 2 Grounds for Mandatory Exclusion

Section 3 Grounds for Discretionary Exclusion

### **PART 3**

Section 4 Economic and Financial Standing

- Section 5 Relationship to wider group
- Section 6 Technical and Professional ability
- Section 7 Modern Slavery Act 2015
- Section 8 Additional questions

#### **PART 4**

- Section 1 Method statements
- Section 2 Pricing schedule
- Section 3 Appendices for signing and returning:
  - Appendix 1 Form of tender
  - Appendix 2 Certificate of non-collusion and non-canvassing
  - Appendix 2a Non-collusive tendering certificate (partnerships)
  - Appendix 3 Business continuity assessment
  - Appendix 4 Confidentiality agreement
  - Appendix 5 Schedule of confidential or commercially sensitive information
  - Appendix 6 Charter for fairness and equality
- Section 4 Declaration to be completed for each partner/consortium member/sub-contractor referred to in Method Statements
- Section 5 Declaration to be signed by the lead organisation

- 9.2 No unauthorised alteration or addition should be made to any of the tender documents. If any alteration is made without authorisation, or if the instructions for tenderers are not fully complied with, or if any tender documents or any part of any tendering schedule is not properly completed, we shall be entitled to reject the tender.
- 9.3 We shall be entitled to reject any tender submitted by a tenderer in respect of which the tenderer:
  - Has directly or indirectly canvassed any official of Islington Council, or obtained information from any other person who has been contracted to provide services to Islington Council, concerning the award of the contract, or who has directly or

indirectly obtained or attempted to obtain information from any such member or official concerning any other tenderer or tender submitted by any other tenderer; or

- Fixes or adjusts the annual sum and/or prices and rates shown in its tender by or in accordance with any agreement or arrangement with any other person; or
- Communicates to any person other than Islington Council the amount or approximate amount of the annual sum and/or prices and rates shown in its tender except where such disclosure is made in confidence in order to obtain quotations necessary to the preparation of the tender or for the purposes of insurance or financing; or
- Enters into any agreement with any other person that such other person shall refrain from submitting a tender or shall limit or restrict the prices to be shown or referred to by another tenderer in its tender; or
- Offers to agree to pay to any person having direct connection with this tender or does pay or give any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done in relation to any other tender or any other persons proposed tender, any act or omission; or
- In connection with the award of the Contract commits an offence under the Bribery Act 2010 or gives any fee or reward the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972 shall not be considered for acceptance and shall be rejected by us provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to us or any criminal liability which such conduct by a tenderer may attract.

- 9.4 The tenderer shall be deemed to have satisfied itself before submitting its tender as to the accuracy and sufficiency of the prices and rates stated by it in the Pricing Schedule, which shall (except insofar as it is otherwise provided in the Contract) cover all obligations under the Contract and it shall be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect its tender.

## **10 Submission of Tender**

- 10.1 Tenders must be submitted via the LTP no later than the date and time as specified in the ITT return. For details of how to do this please read the guidance on the opening page of the portal.
- 10.2 The tender price shall be declared on the Form of Tender which is included in The Invitation to Tender Return
- 10.3 The Form of Tender must be duly completed by the tenderer, who has full power and authority to enter into the Agreement and submitted with:



- The tenderer's written response to the Method Statement questions
  - The additional schedules as applicable to the tender documents, fully completed and with all supporting documentation
- 10.4 Before submission of a bid, each tenderer must be able to comply with the contract terms and conditions. Tenderers must note that if their bid is successful, they will be required to enter into a contract with Islington Council/NHS Islington Client Commissioning Group and where applicable, each Council's partner organisations, on the terms and conditions enclosed with this ITT. These contract terms and conditions are final and may, only in the Councils' absolute discretion, be amended upon written notice to the relevant parties.
- 10.5 The Tender must be submitted:
- Where the tenderer is an individual, by that individual
  - Where the tenderer is a partnership, by a person authorised to act on behalf of the partnership
  - Where the tenderer is an organisation, by an officer who has delegated authority to enter into a contract on behalf of the tendering organisation
  - Where the tenderer is a consortium, by a duly authorised representative of the lead organisation on behalf of the consortium.
- 10.6 If clarification of any points within this document is required, tenderers are reminded that enquiries should be received no later than the date mentioned in the timetable in the procurement documents.
- 10.7 The tender shall remain open for acceptance for 120 days from the closing date for the receipt of the tender.
- 10.8 Any acceptance of the tender by us shall be communicated to the tenderer in writing. No other purported method of acceptance (e.g. telephone call or entry upon the site) shall be binding on Islington Council.
- 10.9 Until formal signing or sealing of the Contract takes place, the priced tender documents together with our formal letter of acceptance shall constitute a binding contract between Islington Council and the successful tenderer from the date stated in the letter of acceptance.