

Schedule 2

Instructions for completion of the Procurement Documents

Supporting People to Improve their Health and Wellbeing and Improving Self-management

REF: DN399367

**PLEASE READ ALL DOCUMENTS CAREFULLY BEFORE PREPARING YOUR
SUBMISSION.**

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1. GENERAL REQUIREMENTS IN RELATION TO THE PROCUREMENT DOCUMENTS

- 1.1. Before submitting a Response, Candidates should read **all** the Procurement Documents and supporting guidance and, in submitting a Response, confirm that they have done so.
- 1.2. The Procurement Documents are designed to ensure transparency and equal treatment of all Candidates and is being provided to all Candidates. Candidates must comply with the rules for this procurement as set out in the Procurement Documents.
- 1.3. By submitting a Response, Candidates confirm their acceptance of the Terms and Conditions and supporting guidance of the Procurement Documents.
- 1.4. Any failure to comply with these instructions will invalidate or result in a Candidate's Response being rejected.
- 1.5. Where any question refers to relevant UK legislation, non-UK Candidates must answer on the basis of applicable laws in the Candidate's own jurisdiction.
- 1.6. All financial information must be provided in pounds sterling (£) and must be converted using the European Central Bank Euro foreign exchange reference rates at the date that the Response is submitted.
- 1.7. The Authority shall not be committed to any course of action as a result of:
 - 1.7.1. issuing the OJEU Notice or SSQ/ITT;
 - 1.7.2. communicating with a Candidate, a Candidate's representative or agent in respect of this procurement; or
 - 1.7.3. any other communication between the Authority (whether directly or through its agents or representatives) and any other party.
- 1.8. The Authority may, in its absolute discretion and at any time prior to entering into the Contract:
 - 1.8.1. Make minor amendments/additions to any of the Procurement Documents, cancel or withdraw from the procurement;
 - 1.8.2. elect not to award any Contract;
- 1.9. Any part of a Candidates submission may form part of the Contract should that Candidate be successful and the Authority considers (in its absolute discretion) is appropriate.
- 1.10. Copyright in the Procurement Documents is vested in the Authority. The Procurement Documents may not be reproduced, copied or stored in any medium without the prior written consent of the Authority except for the purpose of preparation of a Response. All documentation in relation to the Contract is and shall remain the property of the Authority and must be returned or destroyed on demand, without any copies being retained.

- 1.11. **Failure to furnish the required information, make a satisfactory response to any question, or supply documentation referred to in responses within the specified timescale, may result in a Candidate not participating further in this procurement.**

The Authority reserves the right to discontinue the current process and/or processes pursuant to the successful completion of the process, at any time at no cost to the Authority.

- 1.12. It is the responsibility of each Candidate to ensure that it has all the information needed to prepare its Response.
- 1.13. Each Candidate agrees fully to indemnify the Authority, its employees, agents and advisers against all claims, damages, losses, costs and expenses (including legal fees) arising out of their breach of the terms of use of the e-Tendering system or any other liabilities arising out of the Candidate's use of the e-Tendering system, including but not limited to the use by any third party accessing the e-Tendering system using the Candidate's username and password.
- 1.14. Without limitation, any Candidate relying on the financial robustness of capabilities of a third party (whether as part of a consortium bid or otherwise) must ensure that such other entity(s) offer unlimited financial support to the Successful Candidate in the event that a Contract is awarded to it.
- 1.15. Notwithstanding the above, the Authority reserves the right to request financial accounts and/or other forms of evidence to assess the financial stability and capability and capacity to deliver the service/goods of third party organisations (whether as part of a consortium bid or otherwise) which are considered to be relied upon by the Successful Candidate to meet the selection criteria.
- 1.16. No information contained in the Procurement Documents or in any communication made between the London Borough of Enfield ("the Authority") and any Candidate in connection with this Procurement shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this Procurement. The Authority reserves the right, subject to the appropriate procurement regulations, to terminate the process at any time. Under no circumstances shall the Authority incur any liability in respect of this Procurement or any supporting documentation.

2. INSTRUCTIONS FOR SUBMISSION

- 2.1. Candidates must follow the instructions outlined below when compiling Responses.
- 2.2. Guidance Notes detailing how to download the documents, upload your responses and raise questions regarding the Procurement Documents, can be found within the 'Help' section on the 'Suppliers Area' of the e-Tendering system: <https://supplierhelp.duenorth.com/>

- 2.3. Candidates should register their intent to respond by clicking on 'Register interest in this opportunity' on the e-Tendering system and following the instructions on the e-Tendering system.
- 2.4. All submissions and questions relating to this procurement are to be made via the e-Tendering system.
- 2.5. Candidates must answer all questions as accurately and concisely as possible in the same order as the questions are presented. Where a Candidate believes that a question is not relevant to its organisation this should be indicated, with an explanation.
- 2.6. Candidates shall ensure that any documents comprising the Response which require a signature are signed by hand, scanned and included within their submission.
- 2.7. Candidates are further reminded that essential sub-contractors and any other legal entity relied upon by the Candidate to meet the selection criteria, including Consortium primary members, key parties to joint ventures, partnership arrangements and Special Purpose Vehicles (SPV) are now also required to submit responses to Part 1 and 2 of the SSQ.
- 2.8. Responses must be completed in English or accompanied by a complete and accurate English translation. If a translation is being provided the assessment will be carried out on the basis of the English translation.
- 2.9. Candidates must answer all questions truthfully, accurately and as fully as possible.
- 2.10. The Authority may seek clarification against a Candidates answers contained in their submission at any time throughout the procurement process. Failure to provide the required information within the specified timescale and in the format requested may mean that Candidates will not be invited to participate further. A Candidate that provides fraudulent, false or misrepresented information will be rejected.
- 2.11. Where a question is not relevant to the Candidate, the Candidate must confirm this in its response, with an explanation as to why this is the case. If you do not know the answer to a question, please write "not known".
- 2.12. Any information and/or documents submitted in response to the Procurement Documents must relate to the Candidate only and no marketing or promotional material should be submitted.
- 2.13. Candidates may modify their Responses prior to the deadline for receipt. No Response may be modified after the submission deadline.
- 2.14. Candidates must submit their Responses via the Authority's e-Tendering system no later than the date and time indicated under the Procurement Timetable (Section 3 of Schedule 1). Only Responses that are submitted by the deadline will be accepted by the Authority. It is the Candidate's responsibility to ensure submissions are uploaded on time. Responses may be submitted at any time before the closing date. **The Authority**

will not accept any responsibility for any issues that may affect Candidates from uploading all documentation being uploaded before the deadline.

- 2.15. Acceptance of late Responses will be considered by the Authority, in its absolute discretion and only where a Candidate identifies, to the absolute satisfaction of the Authority (whose decision shall be absolute and final), that extraordinary circumstances beyond the reasonable management and control of the Candidate prevented the Response from being submitted on time. Candidates must keep their contact details on the e-Tendering system up to date or they will be unable to receive communications from the Authority.
- 2.16. Where any information supplied to the Authority becomes inaccurate or significantly changes after the submission of a Response, the Candidate must notify the Authority as soon as practicable along with a full explanation of the changes and reasons for the changes. The Candidate might not be invited to tender if relevant information and records have not been provided by the requested/return date. Following notice of any such changes, the Authority may decide that the Candidate should not participate in this procurement as a result of any such change in information.
- 2.17. Tenders shall complete all questions, and upload responses according to the evaluation criteria indicated and closing date and time. Any submission received after the closing date and time will be excluded.

3. CONTRACTUAL STRUCTURE

- 3.1. Following the evaluation of ITT Responses, it is the Authority's intention to appoint the successful Candidates to deliver the Service/goods. The Contract shall be in accordance with the published Invitation to Tender (ITT) and its Schedules.
- 3.2. Please refer to the Schedule 1 for a checklist of all documentation that must be uploaded onto the e-Tendering system as part of your submission.
- 3.3. Any Contract resulting from the ITT will be subject to the Terms and Conditions of Contract together with any schedules and appendices substantially in the form included at Schedule 8 (the "Contract"). The Contract sets out the terms and conditions between the Authority and the successful Candidate(s) for the provision of the service/goods. Appointment under the Contract will mean that successful Candidate will be required to deliver service/goods to the Authority on the terms and conditions set out in the Contract throughout the duration of the Contract.
- 3.4. Candidates shall note that the formation, interpretation and performance of the Contract shall be subject to and interpreted in accordance with the laws of England.

4. INFORMATION PROVIDED

- 4.1. The Authority have made every effort to ensure the completeness and accuracy of information provided to Candidates but do not warrant any such information. Candidates

will be deemed to have satisfied themselves as to the accuracy and completeness of such information before submitting their Tenders.

- 4.2. It is therefore the responsibility of Candidates to obtain for themselves and at their own expense any additional information necessary for the preparation of their Tender Submissions.

5. INSURANCE AND SECURITY

- 5.1. Candidates must ensure they have sufficient insurance coverage in place (or will be obtained) at the commencement of the contract with suitable insurance brokers and / or firms which meet the following minimum standard for the Service/goods.
- 5.2. Details of the insurance levels required can be located under Section 8.1 of the SSQ (Schedule 3).
- 5.3. A parent company guarantee, a performance bond or other suitable security(s) may be requested in respect of the obligations under the Contract.

6. CLARIFICATIONS

- 6.1. **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.
- 6.2. The Procurement Documents are being provided on the same basis to all Candidates.
- 6.3. The Authority expressly reserves the right to require a Candidate to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in the Procurement Documents.
- 6.4. 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 Candidates.
- 6.5. All 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).
- 6.6. The Authority will endeavour to answer any questions or requests for clarification, received prior to the Response return date (see Schedule 1, Section 3), and provided the Authority considers any such request to be appropriate for reply.

7. DATA PROTECTION AND FREEDOM OF INFORMATION REQUIREMENTS

- 7.1. Please note for the purposes of this Procurement 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.

- 7.2. 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.
- 7.3. 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. Candidates 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.
- 7.4. If a Candidate 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 Candidate 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 Candidate claims applies in the particular circumstances. Candidates 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 Candidates to make such claims based on reasons that address the requirements of the Code.
- 7.5. Candidates shall be aware that, even when they have scheduled or identified relevant documents and/or information and claimed exemption pursuant to paragraph 7.4 above, the Authority will have complete discretion in deciding whether such documents and/or information should be disclosed under the FOIA and/or EIR.

8. FOIA & EIR

- 8.1. The Authority is committed to meeting their legal obligations of, and is subject to the provisions of FOIA and EIR, both of which allow for a general right of access to information held by Public Authorities. Accordingly, all information submitted to a public authority may need to be disclosed by the public authority in response to a request under these Acts the Authority may also decide to include certain information in the publication scheme, which the Authority maintains under the FOIA. The Authority will comply with the

requirements of the General Data Protection Regulations (GDPR 2018) in relation to all data held.

- 8.2. If a Candidate considers that any of the information included in its response to the Procurement Documents, or any request for clarification, is commercially sensitive, it must 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 in accordance with paragraph 8.5 below.
- 8.3. Candidates must be aware that, even where they have indicated that information is commercially sensitive, the Authority might be required to disclose it under the Act if a request is received and that this is entirely at the discretion of the Authority (subject to GDPR).
- 8.4. Candidates must also note that the receipt of any material marked 'confidential' or equivalent by the Authority shall not be taken to mean that the Authority accepts any duty of confidence by virtue of that marking.

9. CONFIDENTIALITY

- 9.1. For the purpose of this procurement "Authority Confidential Information" refers to all information (written or otherwise) provided by the Authority in the conducting of this and any other procurement exercise. This includes without limitation, all information contained within the Procurement Documents and all other documents and information provided during the course of this procurement, whether provided orally or in writing and information learnt by the Candidate as a result of participation in interviews or meetings with the Authority and its Partners.
- 9.2. Candidates must keep all information (whether written or oral) concerning the business and affairs of the Authority which it receives or obtains as a result of this procurement, or any other procurement conducted by the Authority, confidential unless that information already exists within the public domain other than by breach of this obligation or other act or omissions of the Candidate.
- 9.3. A Candidate who does not keep the Procurement Documents and any other such information confidential may (without prejudice to any other remedies that the Authority may have in relation to such breach of confidentiality) have its Response rejected.
- 9.4. Candidates must not disclose that they have been invited to tender, nor canvass for its acceptance, other than with professional advisers who need nor discuss the tender requirements or their intended submission to be consulted. In particular, Responses shall not be canvassed or discussed with any other Candidate or member or officer of the Authority.

- 9.5. When providing information in relation to technical and professional ability as part of the Response, Candidates agree (subject to GDPR):
- 9.5.1. to waive any contractual or other confidentiality rights and obligations associated with these contracts; and
 - 9.5.2. that the Authority may contact the named customer contact. The named customer contact does not owe the Authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
- 9.6. The requirements of paragraph 9.1.1 shall apply equally to any sub-contractor or professional advisor consulted by Candidates. It is the responsibility of Candidates to ensure that any such sub-contractor or professional advisor abides by the terms of the Procurement Documents.
- 9.7. During the course of this procurement, Candidates may disclose to the Authority information which they would like to remain confidential ("Candidate Confidential Information").
- 9.8. Notwithstanding paragraph 7, the Authority will not disclose Candidate Confidential Information clearly communicated as such, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.
- 9.9. Candidate Confidential Information should therefore be clearly identified in a separate annex detailing what harm may result from its disclosure and the time period applicable to that sensitivity.
- 9.10. Candidate shall not at any time release any information concerning the Procurement Documents 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 media.
- 9.11. The Authority reserves the right to retain all Candidates' Tenders throughout the period that the Tender remains valid and open for acceptance.
- 9.12. Each Candidate 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 9 (Confidentiality).

10. CONFLICT OF INTEREST

- 10.1. In accordance with question 3.1(g) of the SSQ (Schedule 3), the Authority may exclude the Candidate if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might

be perceived to compromise their impartiality and independence in the context of the procurement procedure.

- 10.2. Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Candidate to inform the Authority, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Authority should not represent a conflict of interest for the Candidate.

11. LIABILITY OF THE AUTHORITY

- 11.1. The Authority does not accept any responsibility for any pre-tender representations made by it or on its behalf or for any other assumptions that Candidates may have drawn or will draw from any pre-tender discussions.
- 11.2. The Authority shall not be liable to pay for any preparatory work or other work undertaken by Candidates for the purposes of, in connection with or incidental to the Procurement Documents, or submission of its Response or any other communication between the Authority and any other party as a consequence of this procurement. Accordingly, Candidates are responsible for all of their own costs and expenses in connection with or arising out of their Response, any other requirements of the Procurement Documents, and their participation in any stage of the procurement, regardless of whether the procurement is completed, abandoned or suspended.
- 11.3. Whilst the information in the Procurement Documents have been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.
- 11.4. Neither the Authority nor its advisors, or their respective directors, officers, members, partners, employees, other staff or agents:
- 11.4.1. makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the Procurement Documents; or
 - 11.4.2. accepts any responsibility for the information contained in the Procurement Documents or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
- 11.5. Any persons considering submitting a Response or entering into a Contract with the Authority should make their own investigations and their own independent assessment of the Authority and its requirements for the Services and should obtain their own professional financial and legal advice.
- 11.6. Nothing in the Pack or in any other communication made between the Authority, or its agents and a Candidate, constitutes a contract, agreement or representation between the Authority and a Candidate (except where the Authority enters into a Contract in writing in accordance with this procurement).

12. CONSORTIA ARRANGEMENTS AND SUB-CONTRACTING

- 12.1. If the Candidate bidding for a requirement is doing so on behalf of a group of economic operators, the following information must be provided if they successfully pass the SSQ assessment stage:
- full details of the make-up of the consortium; and
 - the information sought in accordance with regulation 58 of the Public Contracts Regulations 2015 for each of the group of economic operators.
- 12.2. If a group of economic operators has not already formed a single legal entity, the Authority reserves the right to require a successful group of economic operators to form a single legal entity in accordance with regulation 19(6) of the 2015 Regulations.
- 12.3. Where Candidates are proposing to create a separate legal entity, they will be requested to provide details of the actual or proposed percentage shareholding of the constituent members within the group of economic operators if they pass the SSQ assessment stage.
- 12.4. The Authority recognises that arrangements in relation to consortia may (within limits) be subject to future change. Candidates should therefore respond in the light of the arrangements as envisaged at the point of submission. Candidates are reminded that any future changes proposed in relation to consortia must be notified to the Authority so that it can make a further assessment by applying the selection criteria to the new information provided.
- 12.5. Newly formed legal entities may, at the Authority's discretion, be required to provide further evidence (from the successful Candidate(s)) of similar contract/service undertakings in support of their submission.
- 12.6. If the Candidate intends to use sub-contractors to meet the selection criteria (as detailed in the OJEU), they must indicate this in the required section(s) of the SSQ (Section(s) 1.2 & 5.1-5.3) by inserting the relevant company/organisation details, the composition of the supply chain, indicating which member of the supply chain will be responsible for the elements of the tender requirement.
- 12.7. It is recognised that arrangements in relation to sub-contracting may be subject to future change. However, Candidates should be aware that where sub-contractors are to play a significant role, any changes to those sub-contracting arrangements may constitute a material change and therefore may affect the ability of the Candidates to proceed with the procurement process or to provide the Services. Therefore, if any of these circumstances changes in a significant way the Candidate is required to inform the Authority without delay. The Authority reserves the right to deselect the Candidate, prior to any award of a Contract, based on an assessment of the updated circumstances.

13. NON-COLLUSION, CANVASSING AND ANTI-BRIBERY

- 13.1. The Authority may disqualify (without limiting any other civil remedies available to the Authority and without limiting any criminal liability which such conduct by a Candidate or consortium member may attract) any Candidate or organisation comprising part of a Candidate who, in connection with this procurement:

- 13.1.1. offers any inducement, fee or reward to any member or officer of the Authority or any person acting as an adviser for the Authority in connection with the procurement process;
- 13.1.2. commits any act which would constitute a breach of the Bribery Act 2010;
- 13.1.3. canvasses any officer or member of the Authority or any person acting as an advisor to the Authority in connection with the procurement process; or
- 13.1.4. contacts any officer of the Authority prior to conclusion of the Contract with the Successful Candidate about any aspect of the Procurement Documents in a manner not permitted by the Procurement Documents (including, without limitation, contact for the purposes of discussing the possible transfer to the employment of the Candidate of such officer).
- 13.1.5. fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other Candidate or consortium member of a Candidate (other than a member of its own consortium or supply chain);
- 13.1.6. enters into any agreement or arrangement with any other Candidate or consortium member of a Candidate to the effect that it shall refrain from submitting a Response or as to the amount of any Tender to be submitted;
- 13.1.7. causes or induces any person to enter such agreement as is mentioned in either paragraph **13.1.5** or **13.2.2** or to inform the Candidate or consortium member of an Candidate of the amount or approximate amount of any rival Tender;
- 13.1.8. communicates to any person other than the Authority the amount or approximate amount of its proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a Tender).

14. LONDON BOROUGH OF ENFIELD VALUES

- 14.1. The following link provides details of the Authority's plans and priorities, vision aims and values - <https://new.enfield.gov.uk/services/your-council/our-plans-and-priorities/our-vision-aims-and-values/>