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**ITT Instructions**

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FOR

**HAC5901 Sanctuary Scheme Project**

**Definitions**

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| --- | --- |
| Authority | 1. London Borough of Tower Hamlets, the contracting authority in this procurement;
 |
| Bidder | 1. a single operating organisation/person that has been short-listed and invited to participate in the Procurement Exercise.
 |
| Bidder Member | 1. a shareholder or member or proposed shareholder or member in, or controlling entity of, the Bidder and / or that shareholder's or member's or proposed shareholder's or member's ultimate holding company or controlling entity;
 |
| Contract | 1. the draft contract attached as Terms and Conditions that together with this ITT, submission, Clarifications and/or additional information will form part of the final contract;
 |
| Evaluation Criteria | 1. those criteria against which Bidders’ Tenders at each Stage shall be evaluated, as set out in the Pricing Schedule and Quality/Technical Schedule as well as in Evaluation Process Guide
 |
| FOIA | 1. the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, and the Environmental Information Regulations 2004 together with any guidance and / or codes of practice issued by the Information Commissioner,
 |
| ITT | 1. this Invitation to Tender sent to Bidders;
 |
| ITT Award CriteriaITT Period | the authority criteria for awarding the contract as stated in pricing document, quality document and any other document1. the period between the issuing of the ITT and the final date for submission of Initial Tenders;
 |
| Outline Specification | 1. the outline specification and requirements in relation to the Services as detailed in Schedule 1 to this ITT;
 |
| Portal | [www.londontenders.org](http://www.londontenders.org) |
| Questionnaire | 1. The on-line SQ document seeking information on a company’s establishment and financial standing, experience and technical ability.
 |
| Procurement Documents | 1. the ITT and associated documents referenced in this ITT at section 2
 |
| Procurement Exercise | 1. the procurement exercise being run by the Authority in order to procure the Services;
 |
| Regulations | 1. the Public Contracts Regulations 2015 as amended: The Public Procurement (Amendment etc.) (EU Exit) Regulations 2020);
 |
| Tender | 1. a response by a Bidder submitted pursuant to the ITT or any further responses requested by the Authority; The ITT submission will consist of the response to any online questionnaire, if required, and the upload of the requested document. Both must be ‘submitted’ through the system on time.
 |
| Working Day | 1. any day other than Saturday or Sunday which banks are open for business in the City of London.
 |

# **Introduction**

* 1. These Instructions to Bidders describe the Authority’s requirements for the Services, the tendering process and the commercial terms on which the Authority proposes to contract in due course with the successful Bidder.
	2. They also set out details for the Bidder on the form and content of tenders which are invited and the timetable and other administrative arrangements for the tendering process.
	3. The Authority is procuring this contract using the open competitive tender procedure in accordance with the Public Contracts Regulations 2015 (the Regulations).
	4. The Contract Period is initially for a period of **3** years although the Authority reserves the right to extend the Contract on the same terms for two further periods up to **12** months each making a total possible Contract Period of **5** years.

# **Documents**

* 1. Apart from the formal agreement between the Authority and the successful Service Provider arising from the Authority’s written acceptance of the tender, the incorporated documents for the purpose of the Contract will comprise:

|  |  |
| --- | --- |
| **Document Ref:** | **Title** |
| Document 0A  | Invitation to Tender Letter |
| Document 0B  | Table of Content |
| Document 01  | ITT Instructions |
| Document 02  | Terms and Conditions |
| Document 03  | Schedule 1 - Employers Requirements (Specification) |
| Document 04  | Schedule 2 - Price |
| Document 05  | Schedule 3 - Quality Method statements |
| Document 06a  | Schedule 4A - Collateral warranty ( if required- Optional) |
| Document 07  | Schedule 5 - Form of Tender- Works v.1.1 |
| Document 08  | Schedule 6- Bona Fide and Anti-Collusion Certificate |
| Document 9  | Schedule 7 - Confidentiality Agreement |
| Document 10  | Schedule 8 - Processing Personal Data |
| Document 11a  | Schedule 11a - Subcontractor or Consortium Member ( if required- Optional) |
| Document 11b  | Schedule 11b - Freedom of Information |
| Document 11c  | Schedule 11c - Supply Chain Ethical Code of Conduct v1 |

* 1. The Authority may in its absolute discretion:
		1. amend any of the Procurement Documents, including the Contract
		2. cancel or withdraw from the Procurement Exercise at any Stage
		3. not award the Contract
		4. not enter into any Contract
		5. require a Bidder and/or its consortium members to clarify their Tender in writing and/or provide additional information (failure to respond adequately may result in a Bidder being disqualified)
		6. amend the terms and conditions of the Procurement Exercise.
		7. amend the deadline for submission.

# **Documents to be returned**

* 1. By the deadline for receipt of Tenders identified in section 4.2 (indicative tender timetable below), the Bidder shall complete and submit all their responses within the Selection questionnaire and the ITT Award Criteria included in the tender.
	2. The tender documents must be submitted in **Three (3) separate parts** as set out below.

**Part 1 – Commercial Envelope**

|  |
| --- |
| Mandatory documents to be returned |
| * Schedule 5 - Form Of Tender (Completed/Signed)
 |
| * Schedule 2 - Pricing Document
 |
| **Note:** Bidders are required to agree and confirm in part 2 of **the Form of Tender** the following Council’s standard appendices: |
| * Schedule 6: Bona Fide Tendering and Anti Collusion Certificate
 |
| * Schedule 7: Confidentiality Agreement (Signed)
 |
| * Schedule 8: Processing Personal Data
 |
| * Schedule 11a: Subcontractor or Consortium Member ( if required- Optional)
 |
| * Schedule 11b: Freedom of Information Disclosure
 |
| * Schedule 11c: Supply Chain Ethical Code of Conduct
 |

**Part 2** **– Quality / Technical Submission**

|  |
| --- |
| Mandatory documents to be returned |
| * Schedule 3 - Quality Method Statements (including (but not limited to) all technical submissions, method statements,
 |

* 1. Business Continuity Plan will be required from the winning bidder unless this is required as part of the tender submission in which case it will have to be attached where requested.

# Indicative Tender Timetable

* 1. This section provides an overview and indicative timeline for the Procurement Exercise from the point of issue of this ITT.
	2. Please note that Table 1 sets out indicative dates only. The Authority reserves the right to vary the timetable for this procurement as and when required by notice to Bidders through the Portal.

**Table 1- Timetable**

|  |  |
| --- | --- |
| Event | Date |
| Invitation To Tender (ITT) Documents Issued | 24/05/2023 |
| Final date for submission of Tender Clarification Questions | 10/06/2023 |
| Final date for response to Tender Clarification Questions | 13/06/2023 |
| Tender Response Date | 15/06/2023 |
| Tender Evaluation Period (Including Clarifications) | /16 -23/06/2023 |
| Internal Approval Period | 26/06/2023 |
| Supplier Notification (Standstill Period) | 27/06/2023 |
| Contract Award Date | 28/06/2023 |
| Mobilisation Period (If Required) | N/A |
| Contract Start Date | 08/07/2023 |

# Submission of Responses

* 1. Documents as stated in **section 3** above should be uploaded and submitted (via the e-tender system) [London tenders – supplier area](https://www.londontenders.org/procontract/supplier.nsf/frm_home?openForm&Login)

Your tender **must be uploaded and submitted** not later than:

Date: **15/06/2023**

Time: **12:00:00 (noon)**

* 1. Any tender submitted after this date and time **WILL NOT BE CONSIDERED**.
	2. Bidders are advised to retain for themselves details of their submission. Bidders are responsible for allowing sufficient time to upload their Tender Submission. The Authority accepts no liability whatsoever for bids that are not processed due to internet connectivity issues, transmission delays or errors.
	3. Unless otherwise stated by the bidder, tenders received shall remain valid for **90 days from the tender submission date.**  A tender valid for a shorter period may be rejected by Tower Hamlets Council as failing to meet the ITT conditions.

# Non Submitted Tenders

* 1. Where the Invitation to Tender follows a SQ stage, the response to the ITT is only required from the shortlisted organisations and the documentation must not be passed or transferred to any other firm or third party. Should the specified invitee be unable to submit a Bid they should notify the Authority via the portal

# Fixed Price

* 1. The successful Tenderer will be required to provide the Services in consideration for the prices stated in its Form of tender and Pricing document
	2. Bidders should quote on a "Fixed Price" Basis for the duration of the contract. If the tender is accepted the Service Provider will not be entitled to claim and the Authority will not allow any increase in the price of the materials and/or cost of or incidental to, the employment of labour, and the prices included in the Bid shall be the maximum payable by the Authority.
	3. Please note that the Authority pays for this Contract out of a budget that may change (decrease or increase) during the term of the Contract.

# Acceptance of Tender

* 1. Bidders are advised that in the event of their tender being successful, the formal Contract between the Authority and the Contractor will come into existence under the law on the date a written notification to the successful Bidder is posted by the Authority’s Procurement Department.
	2. No other purported method of acceptance (e.g. telephone call, works order, possession of the site, etc.) or any action by the Contractor (e.g. entry upon site) shall be binding upon the Authority or have any contractual effect.

# Value Added Tax

* 1. The tender must be based on rates/prices which exclude Value Added Tax. This tax, if applicable, will be paid by the Authority as an addition at the appropriate rate on the invoices when submitted.

# Accuracy of Prices

* 1. Owing to an increasing number of instances where Tenders have been found to contain inaccuracies and where forms have not been properly completed, Bidders are strongly advised that before submitting this Tender all arithmetical calculations be checked for accuracy, whilst also ensuring that forms have been fully completed and signed (by an authorised Officer) and all necessary information supplied. The Bidder will not be allowed to adjust their offer set out on the Form of Tender (or Schedule of Rates/Prices if applicable) if that means an increase in the rates/price offered in this Tender Submission.

# Abnormally Low Tenders

* 1. Bidders should be aware that the Authority has a duty to investigate submitted Tenders where the price appears to be abnormally low. If the Bidder cannot provide substantial reasons for the low prices then the Authority may disqualify the Tender submission in accordance with Public Contract Regulations 2015 rules.

# No Tender Need Be Accepted

* 1. The Authority reserves the right to discontinue this procurement at any time or not to select a supplier and does not bind itself to accept the lowest or any Tender.
	2. Tenders are to be prepared and submitted at the cost of the bidder. The Authority will not be liable for any costs incurred by the bidder in the preparation and submission of the Tender including circumstances where the scope of the project is reduced, sites and /or buildings are withdrawn, or the project does not proceed.

# Bidder Enquiries and Clarifications

* 1. During the ITT Period, Bidders may submit questions and requests for clarification or further information as per timetable in Table 1. Bidders should note the following procedure for obtaining further information or clarification on matters arising during the ITT Period:
	2. Bidders should address their questions and requests for clarification or further information in writing via the Portal. The Authority will, so far as is practicable, respond using the Portal. Any correspondence relating to this Procurement Exercise made outside of the Portal will be disregarded.
	3. All questions and requests for clarification or further information in relation to the submission of Tenders may only be made, and will only be entertained, if made by the time specified in the tender timetable above.
	4. The basic starting point for the Authority in respect of the sharing of information is that all questions and requests for clarification or further information, and the corresponding responses, will be circulated to all Bidders.
	5. Therefore, should Bidders wish to avoid such disclosure (for example, on the basis that the request or response contains commercially confidential information or may give another Bidder a commercial advantage) the request must be clearly marked **In confidence - not to be circulated to other Bidders** and the Bidder must set out the reason(s) for the request for non-disclosure to other Bidders.
	6. If the Authority considers that, in the interests of open and fair competition, it is unable to respond to the question or request for clarification or further information on a confidential basis, it will inform the Bidder who has submitted it. The Bidder must as soon as practicable thereafter respond in writing requesting that either the query be withdrawn or treated as not confidential. The Authority will deem that the question or request for clarification or further information has been withdrawn if the Authority is not contacted in writing within 2 Working Days following the Bidder being so informed.
	7. Should the Authority treat a question as commercially confidential information under the protocol in paragraph 12.6 above, Bidders should be aware that this will not necessarily enable the Authority to exempt it from disclosure under the FOIA should a request for such information be made (See Schedule 11b - FOI disclosure).
	8. The London Tender Portal will automatically notify bidders of responses posted by the Authority. It is the responsibility of the Bidders to regularly check the Portal for responses to queries.
	9. The Authority may issue amendments or modifications to this ITT during the ITT Period. These will be issued to all Remaining Tenders simultaneously and Bidders will be assumed to take account of any such modifications and amendments.
	10. By submitting a Tender, Bidders are agreeing to be bound by the terms of this ITT and the Contract.
	11. If the terms of the Contract render the proposals in the Bidder's Tender unworkable, the Bidder should submit a clarification in accordance with this section 12 and the Authority will consider whether any amendment to the Contract is required. Any amendments shall be published through the Portal and shall apply to all Bidders. Where both the amendment and the original drafting are acceptable and workable to the Authority, the Authority shall publish the amendment as an alternative to the original drafting. Bidders should indicate if they prefer the amendment; otherwise the original drafting shall apply. Any amendments which are proposed, but not approved by the Authority through this process, will not be acceptable and may be construed as a rejection of the terms of the Contract, leading to the disqualification of the Tender.

# Post Tender Clarification / Negotiations / Site Visits/ Interviews

* 1. Whilst it is intended that the contract will be awarded on the basis of the Tenders submitted, we may need to hold discussions with you to for the purposes of clarification of any areas of doubt. The Authority may also wish to arrange site visits as part of the evaluation process.
	2. Although not a standard requirement, the Authority reserves the right to carry out interviews where it is deemed necessary, or a benefit, as part of ascertaining deliverability and quality control, or where there is a leaseholder interest and/or Section 20 consultation requirement.
	3. In certain circumstances as laid down by law, we may wish to enter into post-tender discussions with Bidder(s) with a view to reaching a mutually acceptable position to enter into a contract – for example, in the event that none of the Bids submitted are affordable to us or suitable. Such discussions would take place after the initial Tender evaluation and would be conducted in a lawful, fair and non-discriminatory manner.

# Bid Evaluation And Award Procedure

* 1. In evaluating Bidders’ Tenders, the Authority will only consider information provided in response to this ITT. Bidders should not assume that the Authority has any prior knowledge of their provision of Services which are the same as or similar to the Services, or any other matter. Bids will be scored using the Evaluation Criteria outlined the Evaluation Process Guide.
	2. The Authority intends to award the Contract to the Bidder offering the most economically advantageous tender in accordance with the Evaluation Criteria and weightings set out therein. The evaluation methodology set out in the Evaluation Criteria is designed to provide a structured and auditable approach to evaluating the Tenders submitted by the Bidders. The weighting applied to this tender is as follows:

|  |  |
| --- | --- |
| Criteria | weighting |
| Price | 30% |
| Quality  | 70% |

Note: *Further sub criteria for price or quality, where they applied, are stated in the Price and Quality Schedules respectively.*

1. **Authority’s Complaints Handling**
	1. The Authority wishes to have open communication with all of its customers and values the feedback it receives through complaints. Anyone wishing to or receiving a service from the Authority can make a complaint if they feel that they have not been treated fairly or properly or if the Authority has not done what it promised, within the right time and to the right standard. The same principle should therefore apply to contracted Services.
	2. The Service Provider shall observe and comply with the Authority's Corporate Complaints procedure during the operational life of the Contract. Full details of the Authority’s Complaints procedure and standards may be obtained from:-

<https://www.towerhamlets.gov.uk/lgnl/council_and_democracy/complaints/The_complaints_process.aspx>

# Contract Rights of Third Parties Act 1999

* 1. The Bidders’ attention is drawn to the provisions of the Contract (Rights of Third Parties) Act 1999 (the Act) and to how it affects the exclusivity of the conditions of Contract between the Authority and the successful Bidder.
	2. Unless otherwise stated in any of the documents referred to in Section 2, The Provisions of the Act are expressly excluded in respect of third parties enforcing the Contract.
	3. If a Third Party is to be given rights under the Contract the Authority will agree with the Bidder who is to benefit and which terms are applicable. The extent of third party rights will be subject to a memorandum of agreement between the successful Bidder and the Authority which will then be incorporated into the Contract. If no discussion takes place or it is subsequently agreed a third party will not acquire third party rights the Act will be excluded and confirmed in writing prior to the award of a Contract.

# Confidentiality

* 1. The Bidder acknowledges and agrees to complete a confidentiality agreement together with a non-collusion declaration during this Tender process. For the avoidance of doubt, this ITT is intended for the exclusive use of the Bidder and is provided on the express understanding that the ITT and the information contained in it, or in connection with it, will remain strictly confidential as between the Authority and the Bidder. This ITT may not be reproduced in whole or in part nor provided to any third parties save for the purposes of:
		1. taking legal or other professional advice in connection with completing a Tender, provided that such advisers also agree to keep such information confidential;
		2. discussing a Tender with potential sub-contractors or partners;
		3. obtaining information from other organisations or funders where required expressly by the ITT or otherwise where necessary, as relevant to the Bidder’s Tender; and
		4. obtaining the input from any other parties that Bidders demonstrate will provide information relevant to their Tender, subject always to the Authority’s prior written consent and provided that in, each case, Bidders obtain from such parties prior to such disclosure, confidentiality undertakings of at least equivalent strength to this section 17 and provide such undertakings to the Authority.
	2. The Authority will require the Bidder to submit its standard form of Confidentiality Agreement (Document 9 – Schedule 7: Confidentiality Agreement) before any TUPE information is released commencing the Services.

# Freedom of Information

* 1. The Authority is committed to meeting its legal responsibilities under the FOIA. Accordingly, any information created by or submitted to the Authority (including, but not limited to, the information contained in this ITT, documents issued, clarification questions and responses, and the minutes of meetings between all or any of the Bidders and the Authority) may be disclosed by the Authority in response to a request for information under the FOIA.
	2. In submitting documents to the Authority, each Bidder therefore acknowledges and accepts that the information contained therein may be disclosed under the FOIA, either without consulting the Bidder or following consultation with the Bidder and having considered its views.
	3. Bidders must clearly identify any information supplied in response to the ITT which they consider to be confidential or commercially sensitive and attach a brief statement of the reasons why, including details of the harm which may result from disclosure and the time period applicable to the sensitivity. A disclosure form is attached for this purpose at Schedule 11b: Freedom of Information Disclosure.
	4. While the Authority aims to consult with Bidders before information is disclosed, Bidders should be aware that even where a Bidder has indicated that information is commercially sensitive, the Authority is responsible for determining in its absolute discretion whether such information is exempt from disclosure under the FOIA or whether or it must be disclosed.
	5. Bidders should therefore note that the receipt by the Authority of any information marked ‘confidential’ or equivalent does not mean that the Authority accepts any duty of confidence by virtue of that marking.
	6. Bidders acknowledge that the Authority retains the right to publish the contractual documents resulting from this Procurement Exercise.
	7. Redactions will be made to the contract where the Authority considers that elements of the contract would be exempt from disclosure under FOIA.

# Health and Safety

* 1. Bidders shall comply in all respects with the provisions of the Health and Safety at Work etc. Act 1974 together with Regulations, Orders, and Codes of Practice etc. arising there from. Regular, or a Flagrant, breach of Health and Safety Requirements could result in the suspension of the operation of the works which will be at the Bidder’s sole risk or the awarded Contract being determined forthwith by the Authority.
	2. The authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years unless the bidder(s) can demonstrate to the authority's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.
1. Subcontracting and Consortia
	1. Where a Bidder proposes to use one or more sub-contractors to deliver some or all of the contract requirements, the Tender should provide details of the proposed bidding model, including members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.
	2. For the avoidance of doubt, each Bidder, including any consortium members and/or sub-contractors, **must** only be party to one Bid in respect of each lot in this Procurement Exercise. It is the Bidders’ responsibility to ensure that this requirement is complied with and a failure to do so may result in its Tender being rejected.
	3. The Authority recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Bidders should be aware that where information provided to the Authority indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Bidder to proceed with the Procurement Exercise or to provide the Services required. Bidders should therefore notify the Authority immediately of any change in the proposed sub-contractor arrangements. The Authority reserves the right to deselect the Bidder prior to any award of Contract, based on an assessment of the updated information.
	4. If a Bidder has confirmed its intention to complete this ITT as part of a proposed consortium in its SQ, the Authority will use those details provided. If however, those details have changed, it must provide the following information to the Authority via the London Tender Portal and as part of the tender submission.
		1. Names and addresses of all consortium members;
		2. The lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created), save that the Authority may require that each consortium member is jointly and severally liable under the Contract; and
		3. If the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate appendix.
		4. Reasons for the exclusion or addition of any new member.
	5. Please note that the Authority may require the consortium to assume a specific legal form if awarded the Contract, to the extent that a specific legal form is deemed by the Authority as being necessary for the satisfactory performance of the Contract.
	6. All members of the consortium will be required to provide the information required in all sections of the ITT as part of a single composite response to the Authority.
	7. Where Bidders are proposing to create a separate legal entity, such as a special purpose vehicle, Bidders should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate appendix.
	8. The Authority recognises that arrangements in relation to a consortium bid may be subject to future change (subject to the conditions set out in this section). Bidders should therefore respond on the basis of the arrangements as currently envisaged. Bidders are reminded that the Authority must be immediately notified of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. The Authority reserves the right to deselect the Bidder prior to any award of contract, based on an assessment of the updated information.
	9. The Authority holds the Service Provider solely responsible in all respects for the works carried out by sub-contractors and their compliance with all statutes, together with all Regulations, Orders, Bye-Laws, and Codes of Practice etc. arising therefrom.

# Agency

* 1. The Service Provider is not and shall in no circumstances hold himself/ herself out as being, the servant or agent of the Authority, otherwise than in circumstances expressly permitted by the Conditions of the Contract.
	2. The Service Provider is not and shall in no circumstances hold himself/ herself out as being, authorised to enter into any contract on behalf of the Authority, or in any other way to bind the Authority to the performance, variation, release or discharge of any obligation.
	3. The Service Provider has not held and shall in no circumstances hold himself/ herself out as having the power to make, vary, discharge or waive any bye-law or regulation of any kind.
	4. The employees of the Service Provider are not and shall not hold themselves out to be and shall not be held out by the Service Provider as being servants or agents of the Authority for any purposes whatsoever.

# Bid Rigging

* 1. The Authority wish to make it clear that all companies selected on to Lots with multiple suppliers shall adhere to the requirements not to discuss or disclose their intentions or prices to any of the other named supplies and to confirm this by way of completing the anti-collusion law. Equally, the Authority cannot accept bids from multiple divisions/ subsidiaries of the same Parent Company; in these instances both suppliers may be disqualified.
	2. Should it be determined that any company tendering for the Authority has been communicating with any other Bidders, the Authority may, acting reasonably, disqualify both companies’ tenders on the ground of potentially unfair competition.
	3. The Companies will also run the risk of being excluded from any future projects. Companies are advised to decline to tender provided there is a good reason rather than submit inflated prices that will remove them from consideration. Where excessive variances in price occurs more than twice, the Authority may remove the companies in question from future tender lists to automatically penalise any company that has been accused, but then cleared of non-competitive practices. Please see <http://www.oft.gov.uk/OFTwork/competition-act-and-cartels/competition-law-compliance/> for further information on Government guidance.

# TUPE

* 1. Where TUPE applies to a contract, Bidders must complete and return Document 9 – (Schedule 7: Confidentiality Agreement) as set out paragraph 17.2 before The Authority will supply them with information relating to the workforce from the existing contractor performing the Service. Bidders shall not at any time make use for their own purposes or disclose to any person (except as may be required by law) any such information provided to them by the Authority and such information shall be deemed to be confidential.
	2. Bidders shall seek independent professional advice on the effect of TUPE (including any subsequent amendments to TUPE) on their Tenders and the Contract. The Authority gives no assurances, warranties or assumptions as to the effect of TUPE on the Contract or otherwise.
	3. The successful Bidder will be deemed to have satisfied itself as to the applicability of TUPE and shall indemnify the Authority for any claims made by an aggrieved employee in connection with TUPE or otherwise and shall not itself bring proceedings against Tower Hamlets Council in connection with TUPE.
1. **Construction (Design and Management) Regulations 2015**
	1. The Construction (Design & Management) Regulations 2015 (CDM 15) are the main set of regulations for managing the health, safety and welfare of construction projects. The CDM 15 regulations applies to all building, refurbishment, extensions, conversions, repair and maintenance.

24.2 The statutory duties to be undertaken will be expressly stated in the tender documents. Failure to adhere to any part of the regulations will entitle the Authority to terminate the contract forthwith. Details of the Construction (Design & Management) Regulations 2015 are included as part of the Policies and additional information folder

*[ Note: Procurement officer should always review this clause. If not in use state ‘’Not Used’’ ]*

1. **Bond and Parent Company Guarantees**
	1. The Authority reserves the right to request a Bond. Bidders are required to submit the cost of such a requirement (at 10%) along with details of who the surety will be with each quote above the threshold. Where it is deemed not to be of benefit to the scheme, the bidder will be advised and this price can be removed for the scheme price. Where requested, the completed Bond must be provided within 14 days of receipt of order or contract completion (whichever occurs first). The Bond will be held by the Authority until issue of the Certificate of Practical Completion. The form of Performance Bond is enclosed.
	2. If the Bidder is a subsidiary company within the meaning of Section 1159 of the Companies Act 2006, or any modification or re-enactment thereof, a Guarantee of Performance of the Contract, in a form prepared by the Authority, will, if notified herein, be entered into by its Holding Company where the name and address and registered office should be provided in the Appendix to the Authority’s Parent Company Form issued. The Authority shall notify the Bidder of operation of this requirement should its Tender be accepted. The form of Parent Company Guarantee is enclosed.
	3. In some instances Bidder may be required to provide Both – this will be determined on a balance of risk based on the Company and as such details/ costs of both should be advised as part of the tender.

*[ Note: Procurement officer should always review this clause. If not in use state ‘’Not Used’’ ]*

# Anti-Fraud and Corruption Strategy

* 1. The Authority has a duty to protect the public funds it administers. In order to properly discharge this duty, the Authority has an approved Anti-Fraud and Corruption Strategy which can be found on our website under:

<https://www.towerhamlets.gov.uk/lgnl/council_and_democracy/council_budgets_and_spending/anti_fraud_and_corruption/anti_fraud_and_corruption.aspx>

* 1. As a potential stakeholder engaged in the provision of supplies and/or services with the Authority you are expected to be aware of the details of the policy and processes and make use of it if necessary.

# Conflict of Interest

* 1. The Authority requires that all actual or potential conflicts of interest are resolved to the satisfaction of the Authority prior to the submission of Initial Tenders. To this end, Bidders should complete the question relating to conflict of interest and in the event that any actual or potential conflict of interest comes to a Bidder’s attention following the submission of its Initial Tender, the Bidder should immediately notify the Authority via the London Tender Portal messaging system.

# Real Living Wage

* 1. The Authority requires payment of the London Living Wage in order to combat poverty and improve the recruitment and retention of high quality staff. The Authority requires Bidders to determine its pricing to incorporate the Real Living Wage and apply this to their tender response.

# Social Value

* 1. In accordance with the Public Services (Social Value) Act 2012 it is our intention to use procurement to add to the obvious benefits that this contract offers to our residents, by ensuring that, where practical, a proportion of the expenditure by the Authority serve also to stimulate the local economy.
	2. When applicable to the contract, specific instructions on the minimum requirements for this contract and how to complete it will be provided separately on the Appendix a of Document 13 Community Benefits or Social Value Schedule Guidance’.

# Equal Opportunities Policy

* 1. The Authority is committed to eliminating all forms of discrimination. Valuing diversity is one of our core values. As such the winning bidder will be required to provide a copy of their Equalities and Diversities Policy and ensure that it meets both the Equalities Act 2010. Furthermore, we request suppliers to promote diversity and equality in everything they do to improve the quality of life for everyone living, working and visiting Tower Hamlets.
1. **Bona Fide and anti-collusion certificate**

33.1 The essence of the public procurement process is that the Authority shall receive bona fide competitive application. In recognition of this principle we request suppliers to certify that this is a bona fide application, intended to be competitive, and that they have not fixed or adjusted the quality statements/amount of the application or the rates or prices quoted by or under or in accordance with any agreement or arrangement with any other Tenderer.

1. **Supply chain Ethical Code of Conduct**
	1. The Council is committed to maintaining the highest standards of ethical conduct. The Supply Chain Ethical Code of Conduct is essential to the operation and reputation of the Council. Bidders are required to sign acceptance of the code when dealing with the Council. A copy is included in the tender pack which you are required to confirm that you will adopt those principles.
2. **Net Zero Carbon Action plan**
	1. Tower Hamlets is committed to securing the delivery of its services in a way that minimises the adverse impact on the environment and which supports its target of becoming a net zero carbon authority by 2050 or sooner. Tower Hamlet expect and requires from its Suppliers and supply chain, to work towards reducing the adverse environmental impact when delivering contracts. The specific environmental requirements are set out in the specifications and evaluation criteria.
3. **General Data Protection Regulations (GDPR)**

35.1 The General Data Protection Regulation (GDPR) came into force on 25th May 2018. The GDPR applies to Controllers (who say how and why personal data is processed) and Processors (who act on the Controller’s behalf). GDPR applies to any public or private organisation processing personal data.

35.2 The contracts being procured as a part of this ITT will be subject to the GDPR and the successful supplier must comply fully with the obligations set out in the regulations. Bidders should note that:

35.2.1 Suppliers will be expected to manage their own costs in relation to compliance with GDPR;

* + 1. The contract to be entered into by the successful supplier(s) will include specific obligations in relation to GDPR, please check Terms and Conditions;
		2. The tender include the obligation to respond to a **GDPR Questionnaire** intended to assess whether the bidders (a) meet the requirements of the GDPR and (b) ensure the protection of the rights of the data subject.
1. **Controlled Parking**
	1. The Authority has in operation Controlled Parking Zones in most parts of the Borough. Contractors must include all costs associated with this and their employee's vehicle parking requirements in the operation of this Contract. Certain exclusions may apply, it is the Bidders’ responsibility to obtain and clarify details of the area concerned and the charges involved from the Parking Permits Section – c/o Mulberry Place PO Box 55739, 5 Clove Crescent, London E14 1BY. Contractors may apply for annual/ short term, business parking permits, at the discretion of the Parking Permits Team.

# Terms of Contract

* 1. The information in these instructions to Bidders is given in good faith for the guidance of the Bidder, but in the event of a conflict the Conditions of Contract shall take precedence.
	2. The Contract will be awarded on LB Tower Hamlets Terms and Conditions of Contract listed in section 2 above. Please do not submit your own standard terms with your Tender.
1. **Execution of A formal contract By Deed**

The Service Provider will be required to execute a formal contract as a Deed.