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# **ITT Information Guidance for the Provision of Fire Risk Assessment Services**

**Tender Reference: - DN442354**

**Volume 1**

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Quantity Surveyor  
Sutton Housing Partnership  
Sutton Gate, 1 Carshalton Road  
Sutton, Surrey, SM1 4LE

Date: XX/XX/XX  
Tender Ref: DN442354

Dear Name

## INVITATION TO TENDER

### **For the Provision of Fire Risk Assessment Services (FRA) Contract.**

Sutton Housing Partnership is seeking tenders for the Provision of Fire Risk Assessment Services Contract, following an advertisement on London Tenders Portal, Contracts Finder and via the Official Journal of the European Union.

Following your success at the SQ stage, I have pleasure in attaching the following documents in order that you may submit a tender for the above contract:

1. A downloadable copy of the Invitation to Tender document Volumes One and Two. Volume One being the instructions and Volume Two being the Form of Tender and Qualification sections (*This document*).
2. This document is for information purposes only all answers must be submitted through the London Tenders Portal available here: [www.londontenders.org](http://www.londontenders.org).

***Bidders are advised that a tender shall only be considered when;***

1. All requirements of the tender documentation are completed and returned.
2. It is submitted back no later than **12:00PM** on the **06/01/2020** using the London Tenders Portal.
3. It is accompanied by an undertaking which shall become a condition of the contract that the amount of the tender has not been calculated by agreement or arrangement with any other person other than Sutton Housing Partnership and that the amount of the tender has not been communicated to any other person until after the closing date for the submission of tenders (see Certificate of Non-Collusion attached).

The successful bidder will have to comply with the terms and conditions of contract signed and witnessed by both parties.

You are required to hold all information pertaining to this contract confidential and to limit the dissemination of information within your organisation on a need-to-know basis.

The correction of any tendering errors will be dealt in accordance with Sutton Housing Partnership's Contract Standing Orders, a copy of which can be found in the Sutton Housing Partnership constitution which is available on the Sutton Housing Partnership internet page.

Yours Sincerely,

Waheed Mohammed  
**Quantity Surveyor**



## **1. TENDER EVALUATION CRITERIA**

This Invitation to Tender (ITT) is being issued as a Restricted Tender on **Sutton Housing Partnership** Tendering Portal [www.londontenders.org](http://www.londontenders.org), Sutton Housing Partnership is seeking to reach interested in working with bidders who have expertise in Fire Risk Assessment work

This procurement is being conducted in accordance with Sutton Housing Partnership's duty to deliver best value through its commissioned services. At the end of this procurement process, Sutton Housing Partnership may choose to award a contract. Any contract, which The London Borough of Sutton awards, will be to the supplier/partnership or consortium, who submitted the most economically advantageous tender.

*You are required to respond to all sections of this ITT.*

### **1.1 Document Structure**

**1.2.1** This ITT contains three volumes incorporating the following:

Volume 1 (Information Guidance) Which Includes:

- 1.** The Invitation to Tender (Volume 1)
- 2.** Tender Evaluation Criteria
- 3.** Pricing Schedule
- 4.** Proposed Commercial Documents including the Form of Agreement

**1.2.3** **Volume 2** (*The Specification*) sets out 'The Authorities' requirements for the Service to be provided.

**1.2.4** **Volume 3** (*The Draft Contract*) will form the basis for the contract between 'The Authorities and the successful bidder.

**1.2.5** You should note that Volume 2 of this ITT will ultimately form Schedule 3 of the contract and the successful bidder(s) will be required to carry out the Service in accordance with the terms of the contract..

## **2. BACKGROUND**

### **2.1 Introduction**

**2.1.1** This section provides you with background information on the Invitation to Tender for the Provision of Fire Risk Assessment Service Contract.

### **2.3 Scope and Requirements of the Work**

**2.3.1** The successful bidders will be required to work with Sutton Housing Partnership, on behalf of the London Borough of Sutton from now on referred to as 'The Authority' for a period of **3yrs (36 Months)** with the option to extend a further **2yrs (24 Months)**.

**2.3.2** Full detailed breakdown of the requirements is located within the specification found in **Volume 2**.

**In summary the key deliverables required are as follows:**

- All Types of Fire Risk Assessment works are carried out to a high standard of The Regulatory Reform (Fire Safety) Order 2005, England and Wales
- Demonstrate competency to a UKAS accredited standard
- All of Fire Risk Assessment works as per schedules provided in the tender Cost Model which is not exhausted
- Respond to emergencies promptly
- Customer services are of a high standard, and issues resolved within timescales contained within the scope of the contract.

### **2.4 Governance and reporting arrangements**

**2.4.1** The contractor will be required to meet with 'The Authority' throughout the duration of the contract to discuss progress of work as defined in 13.3. Work Programmes in the Specification.

**2.4.2** Written progress/highlight reports will be required on a weekly/Monthly basis from the provider. These reports should progress against programme of work highlighting issues, risks and suitable mitigation strategies to bring deliverables back on track.

**2.4.3** Performance measures: during the course of the project, performance shall be assessed through the above progress reporting mechanisms and against agreed timescales.

## **2.5 Contract Value**

**2.5.1** It is not The Authority's policy to publish contract values. Bidders should price their bids according to the requirements of the specification. If clarification is required on elements of the specification, bidders should use clarification questions to see if further details can be made available.

**2.5.2** Payments will be subject to **Conditions of Contract - Volume 3**.

## **3. THE PROCUREMENT PROCESS**

### **3.1 Introduction**

**3.1.1** This section describes in broad terms the award process following the issue of this ITT.

### **3.2 The Procurement Process**

**3.2.1** The Authority is conducting the procurement using the open procedure in accordance with the requirements of the *Public Contracts Regulations 2015 (SI 2015/102) (PCR 2015)*. This guidance document contains information about the procurement process, the Services and assessment questions for Tenderers to complete. Each Tenderer's response (Tender) should be detailed enough to allow the Authority to make an informed decision on the most suitable suppliers to appoint.

**3.2.2 PLEASE NOTE:** No information in this document is, or should be relied upon as an undertaking or representation as to The Authority's ultimate decision in relation to the Fire Risk Assessment Contract. The Authority reserves the right without notice to change the procurement process detailed in this ITT or to amend the information provided, including, but not limited to, changing the timetable, the scope and nature of the procurement and the procurement process.

***This will be subject to the normal rules of public law, EU principles and procurement rules.***

**3.2.3** Moreover, The Authority reserves the right to provide further information or to supplement and / or to amend the procurement process for this ITT. You enter into this procurement process at your own risk. The Authority shall not accept liability nor reimburse you for any costs or losses incurred by you in relation to your participation in this procurement process, whether or not The Authority has made changes to the procurement process.



**3.2.4** The Authority also reserves the right, at any point and without notice, to discontinue the procurement process without awarding a contract, whether such discontinuance is related to the content of tenders or otherwise. In such circumstances, again The Authority will not reimburse any expenses incurred by any person in the consideration of and / or response to this document. You make all tenders, proposals and submissions relating to this ITT entirely at your own risk.

### **3.3 Format of Tenders**

**3.3.1** The format for your tender can be found in **Section 4**.

### **3.4 Bidders' Costs**

**3.4.1** The Authority will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Authority.

### **3.5 Procurement Timeline**

**3.5.1** The key indicative dates for the procurement process are stated in Table 1 (Procurement Timetable) below. These dates are provided for your **guidance only** and are **subject to change**.

<b>TABLE 1: Key Dates</b>	
<b>Event</b>	<b>Date</b>
Invitation To Tender issued to shortlisted bidders	16/12/2019
Deadline for Invitation To Tender clarification	16/12/2019
Deadline for receipt of Tenders	06/01/2020
Evaluation of Tenders	20/01/2020
Standstill period	10/02/2020
Contract award	11/02/2020
Contract Commencement Date	25/02/2020

**3.6.1** Any clarifications relating to this ITT must be submitted through the e-tendering portal available at the London Tender Portal [www.londontenders.org](http://www.londontenders.org) (See Appendix 1 for instructions).

**3.6.2** The Authority will respond to all reasonable clarifications as soon as possible through publishing the Tenderers' questions and the Authority's response to them on the e-tendering portal.

### **3.6.3 Clarifications about the Content of Tenders**

**3.6.3** The Authority reserves the right (but is not obliged) to seek clarification of any aspect of a Tenderer's Tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or render the Tender non-compliant.

**3.6.4** The Authority will respond to all reasonable clarifications as soon as possible through publishing the Tenderers' questions and the Authority's response to them on the e-tendering portal.

## **3.7 Compliant Tenders**

**3.7.1** A compliant tender must:

- Comply with the submission arrangements and conditions set out in paragraph 3.8 (Submission Arrangements and Administrative Instructions) below; and
- Address all category modules as further described in **Section 4 (Bidders' Tenders) of this Volume 1.**

## **3.8 Submission Arrangements and Administrative Instructions**

**3.8.1** This paragraph describes submission arrangements for bidders' tenders.

**3.8.2** All bids must be submitted through the London Tender Portal [www.londontenders.org](http://www.londontenders.org)

**3.8.3** All documents, which comprise your tender, must be received by 'The Authority' no later than **12 noon on 06/01/2020**. You are advised to submit your tender allowing an adequate amount of time before this deadline in order to ensure that there is sufficient time to overcome any IT problems, which may accompany the submission of the tender.

**PLEASE NOTE:** The Authority reserves the right to reject any tender, if it has been received after the deadline set out in this paragraph 3.9.

**3.9.4** You must provide clear contact details for any post-submission clarification questions that the authority may have and ensure adequate staff cover during the evaluation period.

### **3.10 Rejection of Tenders**

**3.10.1** Tenders may be rejected if:

- they are not submitted by the submission date and time; or
- the complete information called for is not given at the time of responding; or
- If they are in any other way deemed non-compliant by 'The Authority'.

## **4. BIDDERS' TENDERS**

### **4.1 Introduction**

**4.1.1** The purpose of this section is to provide you with instructions on how to structure and present your tender to enable 'The Authority' to carry out its evaluation of your tender.

**4.1.2** Bidders need to ensure that tenders comply with the instructions set out below:

- all documents and materials, which comprise the tender, must be written in English;
- bidders should not submit any additional information along with their tender, unless it has been asked for, e.g. the Annexes requested as part of the Technical Submission (for the avoidance of doubt, any additional information provided by bidders that has not been requested by 'The Authority' shall not be taken into account when it evaluates the tender); and
- all tenders become the property of 'The Authority' upon submission and will be subject to the Freedom of Information Act 2000 (see Paragraph 6.2 for further details).

#### 4.1.3 Your tender must comprise three (3) elements:

##### Volume 1:

- Technical Submission (Quality)
- Financial Submission (Price)
- Commercial Submission, made up of:

##### 1. Appendix 1 - Non-Collusion Declaration

##### 2. Appendix 1 - Collusive Tendering and Canvassing Form of Tender

4.1.4 Bidders should respond to the Technical Submission through the London Tender Portal [www.londontenders.org](http://www.londontenders.org) and must ensure that responses meet the requirements set out below:

4.1.5 Bidders must respond fully to each of the questions within the form, demonstrating their ability to meet the requirements listed in **Volume 2 (The Specification)**;

4.1.6 Bidders should review and take into account the weighting criteria specified in Paragraph 5.3.3 of this Volume 1 when completing their responses.

4.1.7 The Commercial Submission will consist of your returned documents from Paragraph 4.1.3 including your response to the draft contract *Terms & Conditions (Volume 3)*.

#### 4.2 Preferred File Formats

4.2.1 Please ensure that the different parts of your tender submission are returned in one of the acceptable formats set out in the table below:

Response	Preferred Format
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Technical Submission (Quality)	Online
Technical Submission: Annexes	Attachments
Financial (Price) Submission	Excel
<b>Commercial Submission</b>	
Appendix 1 - Non-Collusion Declaration	PDF
Appendix 2 - Collusive Tendering and Canvassing Form of Tender	PDF

## 5. RESPONSE EVALUATION

### 5.1 Introduction

**5.1.1** The evaluation process will be conducted in a fair, equal and transparent manner in accordance with UK and EU procurement rules.

**5.1.2** The award criteria have been developed to assist 'The Authority' in deciding which bidder to award a contract on the basis that their response represents the most economically advantageous tender. The award criteria are for use by those bidders who have been invited to tender for the proposed contract, their professional advisers and other parties essential to preparing responses to the ITT and for no other purpose.

**5.1.3** Failure to disclose all material information (facts that we regard as likely to affect our evaluation process), or disclosure of false information at any stage of this procurement process may result in ineligibility for award. You must provide all information requested and not assume that 'The Authority' has prior knowledge of any of your information.

**5.1.4** We actively seek to avoid conflicts of interest and reserve the right to reject tenderers as ineligible where we perceive an actual or potential conflict of interest. You must advise and discuss all potential conflicts of interest with the 'The Authority' procurement manager via [www.londontenders.org](http://www.londontenders.org) prior to submission of your completed tender.

**5.1.5** Completed tenders will be evaluated by 'The Authorities' staff, in line with the below:

**5.1.5.1** Each question will be scored as indicated;

**5.1.5.2** Pass/Fail criteria will apply as indicated, and failures will be allocated where threshold scores for failure are indicated;

**5.1.5.3** Indicated weightings will be applied to score responses, and those tenders with no fails will be ranked;

**5.1.5.4** award rules will be applied in regards to the minimum threshold within the technical questions;

**5.1.5.5** The contract will be awarded to one entity (organisation/partnership or consortium); and

**5.1.5.6** Selection criteria will be revisited and any changes verified for continuing eligibility to tender.

## **5.2 Abnormally Low Tender**

**5.2.1** Your price proposal will be reviewed to consider if it appears to be abnormally low. An initial assessment will be undertaken using a comparative analysis of the price proposal received from all bidders, with reference to the assumptions outlined by you.

**5.2.2** If the assessment shows that your tender may be abnormally low, then 'The Authority' will request from you a written explanation of your tender, or of those parts of your tender, which 'The Authority' considers to contribute to your tender being abnormally low.

**5.2.3** On receipt of your written explanation, 'The Authority' will verify with you the tender or parts of the tender.

**5.2.4** If 'The Authority' is still of the opinion that you have submitted an abnormally low offer, 'The Authority' will confirm this to you and will advise either that:

**5.2.4.1** Your tender has been rejected; or

**5.2.4.2** For tender evaluation purposes, 'The Authority' will make an adjustment to the price proposal to take account of any consequences of accepting an abnormally low tenders.

## **5.3 Weightings Guidance**

**5.3.1** The '*Most Economically Advantageous Tender (MEAT)*' will be used.

**5.3.2** The table below sets out the evaluation criteria and weightings to be used:

Section	Weighting
Specification of Requirements	PASS/FAIL
Quality	60%

<b>Price</b>	<b>40%</b>
<b>Certificate Pack</b>	<b>PASS/FAIL</b>

### 5.3.3 The Technical Section

5.3.4 This Part 2 Technical Section has a quality ratio of **60%**.

5.3.5 An overview of the questions and the evaluation sub-criteria are set out in the table below:

<b>Ref:</b>	<b>Title</b>	<b>Weighting</b>
	<b>Specification of Requirements</b>	
	Please state if you have fully understood and are able to comply with the specification which can be found in the attachments section. Please note that if you do not accept and/or are unable to comply with the specification, Sutton Housing Partnership at their sole discretion reserves the right to disqualify your submission.	
	<b>Qualitative Proposals</b>	
<b>1</b>	<b>Organisation and Technical Capacity</b>	<b>15%</b>
<b>1.1</b>	<p>Please provide details of the Organisational set-up with roles and responsibilities of your proposed team to include both the management and the service delivery of the contract.</p> <p>Please also provide evidence of the technical competency of both the organisation and of all staff that will be undertaking the Fire Risk Assessment service.</p> <p><b>Please include -</b></p> <ul style="list-style-type: none"> <li>I. Company Organisational Chart (Organogram) showing the named individual responsible for the management of the SHP contract, the organisational management structure, and the contract team;</li> <li>II. Relevant CVs for all staff that will directly provide the service with particular attention to their technical competence and accreditation;</li> <li>III. Evidence of both company and individual accreditation as</li> </ul>	

	detailed and required by the specification;	
<b>1.2</b>	Please explain how you will ensure availability and continuity of your proposed team for this contract.	
<b>1.3</b>	Identify the control measures you will carry out to ensure continuity of service to SHP in the event of any change within your organisation and sickness or absenteeism of team members. Please include examples where you may have implemented your business continuity procedures e.g. managing and communicating changes to your organisation to staff or clients.	
<b>2</b>	<b>Scope of Requirements</b>	<b>25%</b>
<b>2.1</b>	Please provide details of your process and procedures for delivering the contract and how these will ensure that SHP receive a high quality, responsive and value for money service and that co-operation, communication and coordination between all parties involved with the service is encouraged (please make reference in this response to ensuring optimum access is gained and the cooperation required for Type 4 inspections)	
<b>2.2</b>	Please provide case studies from three similar contracts that you have performed in the last three years. Please also provide contact details for these three examples which may be used for reference purposes.	
<b>2.3</b>	If you cannot provide three case studies, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.	
<b>3</b>	<b>Quality Assurance and Health and Safety</b>	<b>25%</b>
<b>3.1</b>	Please describe in no more than a 1000 words how you will ensure your staff and subcontractors will comply with the SHP statutory H&S policy and procedures and the security measures on sites. Please enclose an example of your method statements and safe systems of work for each of the typical types of work required within this Contract (e.g. Type 1 Communal FRAs and Type 4 FRAs including domestic parts) as if it were to be conducted on SHP premises.	
<b>3.2</b>	Please list details of all professional or technical certification / accreditation of which your organisation is a member. You should include how each is relevant to this contract. NB: Copies of relevant	



	certificates will be required.	
3.3	Please provide details (including certificates and/or registration numbers) of all Health and Safety accreditation schemes currently held by your organisation.	
3.42	Please provide details of your in-house auditing and quality assurance procedures and schemes, how these will be applied to assessments undertaken on SHP properties during this contract, and how the results will be communicated to SHP	
3.5	Please explain your escalation procedure for under performance and the remedies proposed?	
3.6	Please explain and provide evidence of how you ensure your staff keep abreast of technological, legislative and regulation developments and how they will introduce them to this contract?	
4	<b>Reporting, KPIs, and Demonstrating Value</b>	<b>15%</b>
4.1	Please provide examples of key performance indicators you currently work to.	
4.2	Please explain your method and frequency of reporting performance?	
4.3	The data received from the FRAs is essential to keeping SHP compliant and ensuring that remediation works are highlighted, instructed and completed. Please detail what your methodology is for the collation of data and how this shall be provided to SHP?	
4.4	Please outline how you propose to add value to the core provision of this contract over the contract period?	
4.5	Please provide a brief description of any additional value that you will bring to the contract to ensure success and add value to the wider university?	
5	<b>Mock FRA</b>	<b>20%</b>
5.1	<p>SHP intend to shortlist to a second stage which will require a Mock Type 1 FRA to the communal areas of a SHP managed residential block. Full details will be provided separately upon successful progression to the second stage.</p> <p>The Mock FRA will be undertaken on-site at the SHP block and SHP will provide full access to all areas.</p>	

	<p>You will be required to -</p> <ul style="list-style-type: none"> <li>• Undertake a Type 1 FRA of the block, or of a specified area of the block as defined by SHP;</li> <li>• Produce a short report on your findings to be provided electronically.</li> </ul>	
	<ul style="list-style-type: none"> <li>• <b>Quality Weighting</b></li> </ul>	<b>60%</b>
	<ul style="list-style-type: none"> <li>• <b>Price Weighting</b></li> </ul>	<b>40%</b>
	<ul style="list-style-type: none"> <li>• <b>TOTAL</b></li> </ul>	<b>100%</b>

## 6. SCORING OF TECHNICAL AND QUALITY

### 6.1 Scoring Matrix

**6.1.2** The linear scoring system (*5-point scale*) set out in the table below will be applied to evaluate the Technical Submission. Each point of this scale will include a scoring rationale customised to each Technical Question.

TABLE 3: Scoring of Technical or Quality Criteria	
<b>0</b>	<b>Very poor or no response.</b> The response provides no confidence.
<b>1</b>	<b>Poor.</b> The response provides very little confidence
<b>2</b>	<b>Unsatisfactory.</b> The response provides some confidence but not to an acceptable degree. The response is partially compliant, but with serious deficiencies in supporting evidence to meet service requirements.
<b>3</b>	<b>Satisfactory.</b> The response provides an acceptable degree of confidence. The response includes evidence to supports a compliant bid. But there are shortfalls in the evidence which means there remains some minor concerns.
<b>4</b>	<b>Good.</b> The response provides a good degree of confidence. The response is compliant and offers relevant evidence to support

	their claims, clearly indicating that service requirements would be met.
<b>5</b>	<b>Excellent.</b> The response provides an exceptional degree of confidence. The response is compliant and offers substantial detailed evidence to support their claims, clearly demonstrating a comprehensive understanding of the service requirements.

**6.1.3** A minimum threshold has been awarded to all sections. You must score a minimum of 2 points for each of these questions ('Meets the Requirements'), to pass the technical section of the tender and be ranked for recommendation for award of the contract. These questions have been designed to ensure that bidders demonstrate how they will meet the minimum service requirements and deliver within the proposed timeframes.

**6.1.4** Clarification/Site visits *may* be conducted on a date to be confirmed as detailed within the table in paragraph 3.5.1 of this document. The panel will be from the evaluation team. The format will be based on the Bidder's Technical Criteria submission. The consensus scores may then be adjusted (scaled up or down if required).

**6.1.5** It will then be determined if Bidders scored the minimum threshold and are therefore considered eligible to be recommended for award of the contract.

**6.1.6** Costs should *exclude* VAT.

## **6.2 Evaluation of Bid Price**

The lowest priced compliant tender will be awarded the maximum weight for price score(40%) of the overall marks. All other tender bids will receive a proportion of the maximum score in relation to the lowest priced bid.

**6.2.1** The following formula will be used to score bids:

$$\frac{\text{Lowest Priced Tender}}{\text{Tender Being Scored}} \times \text{Weighting for Price}$$

Bids are accepted subject to regulation 69 (Abdominally Low Tenders) of the Public Contracts Regulations 2015.

## **6.3 Evaluation Panel**

- 6.3.1 Each member of the evaluation panel will assess each Bid separately.
- 6.3.2 Questions may be divided between evaluation panel members so that an evaluator may not read the entirety of a Bid.
- 6.3.3 The evaluation panel members will, on an individual basis for each Bidder's response to a question, decide which Quality Band Performance Definition most accurately describes the response. The evaluation panel members will record the corresponding '*Score Awarded*' and the strengths and weaknesses of the response.
- 6.3.4 Only the '*Score Awarded*' corresponding to the Scoring table (Table 3) may be awarded to a response (i.e: 0, 1, 2, 3, 4, 5). No other scores may be used and decimal scores are not permitted.

#### **6.4 Moderation**

- 6.4.1 A moderation process will then be undertaken with the evaluation panel to discuss and agree an overall single consensus score for each response where individual evaluator scores differed in relation to a Bidder's response to a question.
- 6.4.2 A moderation meeting will then take place to agree a consensus score. Attending the meeting will be evaluators and a moderator. Where there is a difference in individual evaluators' scores greater than 2 (higher or lower) then the evaluators will be asked to identify what the difference is, based on the specification and amend scores where/if agreed. Consensus scores will then be agreed based on the moderated scores.
- 6.4.3 It will then be determined if Bidders scored the minimum threshold and are therefore considered eligible to be recommended for award of the contract.
- 6.4.4 You must, in your response to this ITT and in any subsequent discussions, notify 'The Authority' of any information which you consider to be eligible for exemption from disclosure under the FOIA/EIR. Such information must be referred to as "Reserved Information" and identified in your response in the form of the table set out in Appendix 5: Reserved Information to this Volume 1. Information not identified as Reserved Information may be made available by 'The Authority' on request. Even information identified as Reserved Information may have to be disclosed, if required by law;
- 6.4.5 All decisions relating to the exemption and disclosure of information will be made at the sole discretion of '**The Authority**'. It should be noted that 'The Authority' may disclose

your justifications for exemption and any additional information relating to that which is classified as Reserved Information;

- 6.4.6** Although 'The Authority' is not under any obligation to consult you in relation to requests for information made under FOIA/EIR, 'The Authority' will endeavour to inform you of requests wherever it is reasonably practicable to do so;
- 6.4.7** Any Agreement with 'The Authority' will require you to supply additional information, and/or provide other assistance, pursuant to any FOIA/EIR request received by 'The Authority'; and
- 6.4.8** The Authority's decision on applying an exemption and, therefore, refusing a request for information by a member of the public may be challenged by way of appeal to the Information Commissioner. The Information Commissioner has the statutory power to direct that the information be disclosed.

## **6.5 Additional information and guidance:**

- 6.5.1** the exemption that applies to information that would prejudice commercial interests if disclosed is a 'qualified' exemption under the FOIA/EIR. This means that 'The Authority' is required to consider whether, in all the circumstances prevailing at the time a request is received, the public interest in disclosure outweighs the commercial interest in upholding the exemption;
- 6.5.2** Information which is exempt under the rules governing commercial matters will not normally be withheld for more than eight years after completion of the Agreement;
- 6.5.3** Information relating to the overall value, performance or completion of a contract will not be accepted as Reserved Information, although 'The Authority' may choose to withhold such information in appropriate cases, at its sole discretion;
- 6.5.4** Information relating to unit prices or more detailed pricing information may be specified by you as Reserved Information; and
- 6.5.5** For further information and guidance, please see the Secretary of State for Constitutional Affairs' code of practice issued under section 45 of the FOIA (see <https://www.gov.uk/government/publications/code-of-practice-on-the-discharge-of-public-authorities-functions-under-part-1-of-the-freedom-of-information-act-2000>).
- 6.5.6** For further information on exemption requests please also see Appendix D5: Reserved Information to this Volume 1.

## **6.3 Equality and Diversity**

**6.3.1** 'The Authority' is committed to promoting equality and diversity and all commissioned services must meet the Equality Duty legal obligations for public bodies set out in Section 149 of the Equality Act 2010.

## **6.4 Responsible Procurement**

**6.4.1** 'The Authority' will proactively conduct its procurement process in line with the GLA Group's Responsible Procurement Policy. Further details on the GLA's policies on Responsible Procurement can be found on <https://www.london.gov.uk>.

**6.4.2** 'The Authority' expects its suppliers to have in place and implement policies to promote these principles.

**6.4.3** 'The Authority' is committed to proactively encouraging diverse suppliers to participate in its procurement processes for services. It will provide a level playing field of opportunities for all organisations including Small and Medium Enterprises and Black, Asian and Minority Ethnic businesses and other diverse suppliers. Consistent with its obligations as a Best Value authority and in compliance with EU and UK legislation, 'The Authority' procurement process will be transparent, objective and non-discriminatory in the selection of its suppliers. 'The Authority' will actively promote diverse suppliers across the providers of its commissioned services.

## **6.5 Disclaimer**

**6.5.1** Neither the receipt of this document by any person, nor the supply of any information is to be taken as constituting the giving of investment advice by 'The Authority' or any of its advisers to any bidder.

**6.5.2** Information provided does not purport to be comprehensive or verified by 'The Authority' or its advisers. Neither 'The Authority' nor its advisers accept any liability or responsibility for the adequacy, accuracy or completeness of any of the information nor did opinions state in the ITT documents.

**6.5.3** No representation or warranty, express or implied, is or will be given by 'The Authority' or any of its officers, employees, servants, agents or advisers with respect to the information or opinions contained in the ITT or on which the ITT is based. Any liability in respect of such representations or warranties, howsoever arising, is hereby expressly disclaimed but

nothing in this ITT shall exclude or restrict liability for fraudulent misrepresentations.

- 6.5.4** No information in this document is, or should be relied upon as an undertaking or representation as to 'The Authority' ultimate decision in relation to the agreement. 'The Authority' reserves the right without prior notice to change the procurement process detailed in this ITT or to amend the information provided, including, but not limited to, changing the timetable, the scope and nature of the procurement and the procurement process. In particular, 'The Authority' reserves the right to issue circulars to bidders providing further information or supplementing and/or amending the procurement process for this ITT. In no circumstances shall 'The Authority' incur any liability in respect of any changes. This will be subject to the requirements of public law, the UK and EU procurement rules and Treaty on the functioning of the European Union (TFEU) rules and general principles.
- 6.5.5** Direct or indirect canvassing of the Mayor, any members of 'The Authority' employees, directors, board members, agents and advisers of 'The Authority' by any person concerning the Agreement or any related procurement process and any attempt to procure information from any of the foregoing concerning the Agreement may result in the disqualification of the person and/or the relevant organisation from consideration for the Agreement.
- 6.5.6** 'The Authority' reserves the right without prior notice not to follow up this document in any way and/or to terminate the procurement process without awarding an Agreement at any time.
- 6.5.7** 'The Authority' reserves the right to award the Agreement in whole or in part or not at all as a result of this tendering competition.

## **6.6 Good Faith**

- 6.6.1** In submitting a response to this ITT, you undertake to provide its submission in good faith and that you will not at any time communicate to any person (other than 'The Authority', its advisers or third parties directly concerned with the preparation or submission of its response) the content (or approximate amount) or terms (or approximate terms) of your response or of any arrangements or agreements to be entered into in relation to your response.
- 6.6.2** In submitting a response to this ITT, you undertake that the principles described in this section have been, or will be, brought to the attention of all consortium members, delivery partners and other subcontractors, and associated companies which are or will be providing services or materials connected with your response.

## **6.7 Accuracy of Information**

**6.7.1** In submitting a response to this ITT, you undertake that:

**6.7.1.1** all information contained in any response at any time provided to 'The Authority' in relation to the Agreement is true, accurate and not misleading and that all opinions stated in any part of a response are honestly held and that there are reasonable grounds for holding such opinions; and

**6.7.1.2** Any matter that arises that renders any of such information untrue, inaccurate or misleading will be brought to the attention of 'The Authority' immediately.

## **6.8 Intellectual Property Rights**

**6.8.1** All intellectual property rights in this ITT and in the information contained or referred to in it shall remain the property of 'The Authority' and/or third parties, and you shall not obtain any right, title or interest therein.

## **6.9 Changes in Circumstances**

**6.9.1** You (including, for this purpose, each participant in any joint venture, or consortium arrangement) are required to inform 'The Authority' promptly and in any case no later than fourteen (14) days after the occurrence of any change of circumstance.

**6.9.2** Where, following notification to 'The Authority' by you, at any stage, of a material change in any of the information provided in your response to the tender (or failure to give such notification), 'The Authority' is of the opinion that you do not have, or are unlikely by the date of commencement of the contract/agreement to have an appropriate financial position, technical capacity or managerial competence, or are otherwise unsuitable person, to be a supplier, 'The Authority' reserves the right to disqualify you from the procurement process.

## **6.10 Conflict of Interest**

**6.10.1** If any conflict of interest or potential conflict of interest between you, your advisers, 'The Authority' advisers or any combination thereof becomes apparent to you, you shall inform 'The Authority' immediately.

**6.10.2** In such circumstances, 'The Authority' shall, at its absolute discretion, decide on the appropriate course of action.

**6.10.3** If 'The Authority' becomes aware of any conflict of interest that you have not declared to



MOPAC, you may be disqualified from the procurement process.

## **6.11 Bid Costs**

**6.11.1** 'The Authority' will not be liable to any person for any costs whatsoever incurred in the preparation of bids or otherwise responding to this ITT.

## **6.12 Selection of Suppliers**

**6.12.1** Before selecting you as a supplier, 'The Authority' reserves the right to check and confirm:

**6.12.1.1** Your financial standing (including each member of any consortium and of any key delivery partner); and/or

**6.12.1.2** Your qualifications and resources, including verifying all or part of your tender, each in the context of any changes that may have occurred since returning your tender.

## **6.13 Data Transparency**

**6.13.1** The UK government has announced its commitment to greater data transparency. Accordingly, 'The Authority' reserves the right to publish its tender documents, contracts and data from invoices received. In so doing 'The Authority' may at its absolute discretion to take account of the exemptions that would be available under the FOIA and EIR.



## Appendix 1

### Collusive Tendering and Canvassing Form of Tender

To Sutton Housing Partnership (hereinafter called the '**Authority**')

#### Collusive Tendering

The essence of selective tendering is that the '**Authority**' shall receive bona fide competitive tenders from all persons tendering. In recognition of this principle:

I/We\* certify that this is a bona fide tender, intended to be competitive and that I/We\* have not fixed or adjusted the amount of the tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We\* agree that this offer and any contracts arising from it shall be subject to the Terms of Offer, the Terms and Conditions of Contract and all other terms (if any) issued with the Invitation to Offer; and

I/We\* certify that I/We\* have not done and undertake that I/We\* will not do at any time any of the following acts:

- a. communicating to a person other than the Institute the amount or approximate amount of my/our proposed tender (other than in confidence in order to obtain quotations necessary for the preparation of the tender for insurance etc); or
- b. entering into any agreement or arrangement with any person that he shall refrain from tendering or as to the amount of any tender to be submitted;
- c. offering or agreeing to pay or give or paying or giving 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 in relation to any other tender or proposed tender for the Service any act or omission.

#### Canvassing

I/We\* hereby certify that I/We\* have not canvassed or solicited any member officer or employee of the Institute or any consultant employed by the Institute in connection with the award of this tender or any other tender or proposed award of the tender and that to the best of our knowledge and belief no person employed by me/us\* or acting on my/our\* behalf has done any such act.

I/We\* further hereby undertake that I/We\* will not in future canvas any member officer or employee of the Institute or any consultant employed by the '**Authority**' in connection with this tender or any other tender or proposed award of the tender and that no person employed by me/us\* or acting on my/our\* behalf will do any such act.

**Signed (1) +**

**Status**

**Signed (2) +**

**Status**

(for and on behalf of

Date

\* delete as appropriate.

+ A director or the company secretary in the case of a company

A trustee in the case of a charity

A partner in the case of a partnership

A person authorised to sign contracts in the case of any public body