London Borough of Brent (LBBC)

Find a Tender Service (FTS)
Technical Consultancy Framework

Invitation to Tender (ITT)
Instructions Document All Lots
502309

(Indicative Tender Publication Date: 14/06/2024)

LondonTenders Reference Number: DN716413

Revision control

Rev	Date	Description of revision	Prepared by	Checked by	Authorised by
12	20/03/2024	Current Draft	TA	SG	SG

Distribution list

Controlled copies have been distributed to the following personnel:

Copy No	Name of holder	Company	Date issued
1.	Giuseppe Coia	LBBC	20/03/2024
2.	Philip Gardener	LBBC	20/03/2024
3.	Susan Goss	Currie & Brown	20/03/2024

Contents

1. Instructions for Completion 1
1.1 ePortal Submissions 1
1.2 ITT evaluation process 2
1.3 ITT completion 4
1.4 ITT Clarifications 5
1.5 Costs & Expenses 6
1.6 Official ITT Amendments 7
1.7 Canvassing & Collusive Behaviour 7
1.8 No Inducement or Incentive 8
1.9 Consortium 8
1.10 Contact Point 8
1.11 Confidentiality 8
1.12 Freedom of Information 9

DRAFT

1. Instructions for Completion

1.1 ePortal Submissions

Please return completed tender submissions in line with the instructions below:

Table A – deadlines for submission(s).

Deadline for receipt of Clarifications	19/07/2024 @ 12noon
Deadline for receipt of ITT (UK date and time)	31/07/2024 @ 12noon
E-portal	Please upload completed tender submissions to LondonTenders at https://www.londontenders.org/
LondonTenders Reference Number	DN716413

These instructions are designed to ensure that all Suppliers are given equal and fair consideration.

No unauthorised alteration or addition (save for the inclusion of the relevant information) should be made to the Form of Tender or any other part of the ITT.

Tenders must not be qualified in any way and must be submitted strictly in accordance with the ITT, including these instructions. Tenders must not be accompanied by any documentation that may be construed as rendering the tenders equivocal and/or placing it on a different footing from any other tender.

To be considered, completed tenders must be **received via the LondonTenders Portal as above:**

a. Electronic Copy: Uploaded to the dedicated ePortal by no later than the submission date in **Table A** or such later date as LBBC notifies to Suppliers. The required electronic copy of your submission will take precedence.

   You must upload your responses to:
   'Preliminary Requirements' – as a single PDF document. The document will include your completed 3.1 'Preliminary Requirements', 3.2 Form of Tender and 3.3 Anti-Collusion Certificate. Please ensure the PDF file is clearly named as 'Preliminary Requirements'.
   'Appendix A – Request for Proposal – QUALITATIVE' as a single PDF document. This document must include a front page cover that details your organisation's name and the Tender that you are responding to. Each question response should be clearly labelled. Do not include marketing material. Please ensure the PDF file is clearly named as 'Appendix A – Requests for Proposal – QUALITATIVE'**.**
   'Appendix B – Request for Proposal – SOCIAL VALUE' as a PDF document and excel document. The proposal will include both your completed 'Social Value Method Statement' and 'Social Value Action Plan'. The 'Social Value Method Statement' document must include a front page cover that details your organisation's name and the Tender that you are responding to. Each question response should be clearly labelled. Do not include marketing material. Please ensure the PDF file is clearly named as 'Appendix B – Requests for Proposal – SOCIAL VALUE'.
   'Appendix C – Request for Proposal – PRICE BOOK' as an excel document. Please ensure the excel file is clearly named as 'Appendix C – Requests for Proposal – PRICE BOOK'.

DRAFT

b. Individual files uploaded should be no larger than 10MB in size and any complete submission should not exceed 30MB in total. Further guidance on uploading to the ePortal can be found in the User Guides section of the dedicated ePortal's website.

c. Only tenders received through these means will be accepted. LBBC reserves the right to reject completed tenders received after the closing date and time.

This document is an ITT document and is issued under the 'Restricted' procedure as defined in The Public Contracts Regulations 2015.

LBBC is utilising the LondonTenders e-Portal to manage this process and communicate with suppliers. Accordingly, there will be no hard copy documents issued to suppliers and all communications with LBBC including the submission of bid responses will be conducted via LondonTenders.

Please note the LondonTenders e-Portal may let you submit after the deadline, but LBBC may not accept bids submitted after the deadline.

In the event that a bidder does not wish to participate further in this procurement exercise, the bidder should click on ***'No Longer Wish to Respond'***. If the bidder declines after downloading the bid documents all data supplied should be destroyed.

Please allow sufficient time to upload documentation and submit your bid. It is not recommended to commence uploading documents less than four hours before the deadline. Remember after uploading your documents **to press the *'Submit Response'* button** within the LondonTenders e-Portal. Until you have pressed the SUBMIT button you have not sent your bid to LBBC.

Should you experience any technical difficulties regarding the LondonTenders e-Portal please contact LondonTenders directly:

LondonTenders Help Centre
Email: ProContractSuppliers@proactis.com

It is the bidder's responsibility to return completed documentation via the LondonTenders e-Portal.

During the bid process, any communication between suppliers and LBBC must be made via LondonTenders.

1.2 Tender evaluation process

Upon receipt, the tender submission will remain unopened until the deadline has passed. LBBC may decide to hold a formal opening ceremony with key stakeholders present to oversee the recording of tenders received.

All tenders will be logged and checked for compliance with the instructions given in the tender documentation. Each tender will be reviewed prior to evaluation to ensure its completeness and compliance to the ITT specification outlined within this document. Incomplete or non-compliant tenders may be rejected prior to evaluation.

The tender evaluation process will be conducted to ensure that tenders are evaluated fairly to ascertain the most economically advantageous tender which will be determined upon a combination of qualitative and price criteria.

The written tender will form part of the qualitative response. The response will enable LBBC to form a clear view of the supplier's proposals. The proposal in respect of each question must therefore be clear and concise. No reliance should be placed on information given to LBBC previously or

provided elsewhere in the ITT Response. The Supplier should ensure that all appropriate personnel that would be involved in the contract are included in the quality aspects of the tender to ensure continuity and knowledge of LBBC and proposals should the Supplier be successful in the tender process.

Suppliers may be contacted for clarification of information if required. LBBC may require a Supplier to clarify or supplement the information it submits in its tender, provided that to do so will not distort the competition. However, all negotiations with Suppliers on fundamental aspects of the contract, variations which are likely to distort competition, and in particular on prices, are ruled out. In essence, the tender submissions must be contractually certain and capable of acceptance by LBBC. Any anomalies identified will be flagged and suppliers will be given the opportunity to clarify aspects that were unclear. In addition, LBBC reserves the right to ask suppliers to clarify elements of their pricing submissions as necessary to ensure that LBBC is able to evaluate the pricing submissions on a like for like basis.

LBBC may deem a tender to be abnormally low in line with the thresholds set out in the ITT. Suppliers will be given the opportunity to justify and substantiate their submitted pricing proposal, however if the response leaves LBBC in any doubt about the Suppliers financial viability then this tender may be rejected.

A clarification interview may be required to clarify and ratify the information provided in the tender submission. The evaluation panel on the day will consist of LBBC representatives. Currie & Brown will facilitate the interview (non-voting member).

If required, the interview will be in accordance with the following instructions:

- The interview may take place virtually or in person.
- The interview will last a maximum of 45 minutes.
- The proposed contract manager will use the first five minutes to introduce each attendee by name and team role.
- The exact time, date and format/content of the interview will be confirmed no later than one week prior to our interview.
- Please note that alternative days and times cannot be provided at this time. You should contact the nominated procurement person by email should insurmountable difficulties prevent attendance.
- All participants must be clear and succinct when asking and responding to questions to ensure all discussion points are covered and to maintain the interview schedule.
- Suppliers should ensure key operational staff (inc. the proposed contract manager) related to those who submitted CVs are available to attend. A maximum of 3-5 representatives (dependent on a virtual or physical meeting) will be permitted to attend.
- The interview is not a marketing opportunity and as such only those operational and delivery team members identified in your tender will be permitted to attend.
- Suppliers should note the attendees in the panel and ensure that the technical content and the presentation are set and tailored to an appropriate level.

The award process will use the written submissions and financial data to provide all the information required for a rigorous and objective assessment of the proposal. The assessment of all aspects stated shall be recorded for audit purposes and feedback provided to suppliers.

DRAFT

Following the notification of results to all the Suppliers there will be a 10-day “Standstill” period prior to execution of contractual documents in order to comply with regulation 87 of The Public Contracts Regulations 2015.

Suppliers, both successful and unsuccessful, will have the opportunity to receive feedback regarding their application if requested during the stand-still period subject to the timetable stated under regulation 87 of The Public Contracts Regulations 2015.

1.3 ITT completion

The Supplier is to consider the contents provided within the ITT and all associated documentation. If the Supplier is unable to fulfil the needs of LBBC then please confirm as a courtesy the intention to withdraw from the process via the dedicated ePortal.

The Supplier is to respond to all questions posed within the ITT. The Supplier is to review and respond to each question with proposals of how the requirement of LBBC would be met, ensuring that all information is provided without ambiguity and setting a firm basis from which the contract can be awarded should the Supplier be successful.

It is important that Suppliers provide all the documentation asked for in the format and order specified. Supporting information should be presented in the same order as, and should be referenced to, the relevant question. The supplier is to review and respond to each question in full.

Suppliers should adhere to any page / word limits specified. Any response exceeding the designated page limits will be disregarded beyond that limit.

The Supplier should note that the font to be used in all responses is Arial, the size is to be 11, single line spacing and the colour black. Emphasis by colour change, italics, bolding, and underline is permitted but must remain within the size limits. We would ask you to show restraint and keep them to a minimum.

The Supplier is to return the electronic copy submission with the pricing response and the quality response as separate PDFs. Missing pages, sections or wrongly inserted information may be scored as the lowest possible mark. All other forms of submission may be rejected at the point of tender opening.

The information provided must not contain any qualifications so as to establish a clear and accurate response to meeting LBBC needs.

All submissions and all other communications must be in the English language.

The inclusion of marketing and general company literature is not required and may well cause your application to be rejected.

LBBC reserves the right to disqualify a bidder or to terminate the Contract if any material misrepresentation is made in their tender submission. Indeed, LBBC is not bound to accept any tender submitted pursuant to this procurement process.

LBBC reserves the right to reject any tender submission that is not submitted in accordance with the instructions given and their decision will be final.

LBBC reserves the right to amend, add to or withdraw all or any part of this ITT at any time during the procurement process.

The contents of this ITT, and that of any other documentation sent to you in respect of this award process, are provided on the basis that they remain the property of LBBC and their appointed consultants and must be treated as confidential. If you are unable or unwilling to comply with this

DRAFT

requirement you are required to destroy this document and all associated documents immediately and not retain any electronic or paper copies.

Suppliers are advised that that their participation in this tender process is to remain private and confidential to their own business with exception of those parties that are intended to be part of the supply of the service. Third parties engaged by the Supplier are also bound by the same requirements of this ITT document.

LBBC shall not be committed to any course of action as a result of:

- issuing this ITT or any invitation to participate in this procurement process;
- an invitation to submit any response in respect of this procurement process;
- communicating with a Supplier or a Supplier's representatives or agents in respect of this procurement process; or
- any other communication between LBBC and any other party.

Suppliers shall accept and acknowledge that by issuing this ITT LBBC shall not be bound to accept any tender and reserves the right to terminate the procurement and, where appropriate, re-advertise the procurement.

LBBC reserves the right to carry out financial checks on all applicants. This is not an additional financial check to what was carried out at SQ stage but an option for LBBC to exercise if they have reason to believe that circumstances have changed from the selection stage to the award stage. Indeed, Suppliers must notify LBBC of any changes in their financial standing at the time of the submission of their tender.

Suppliers are advised to retain for themselves details of their submissions. LBBC reserves the right to make a charge if a Supplier requests a copy of its submitted tender. Suppliers must at all times:

- comply with the Data Protection Act 2018 (DPA);
- indemnify LBBC against loss, destruction or procuring of data contrary to the DPA by the Supplier, its servants, or agents;

Suppliers should read these instructions carefully before completing the ITT documentation. Failure to comply with these instructions for completion and submission of the tender response, and any additional instructions given by LBBC, may result in the rejection of the tender. Suppliers are advised therefore to acquaint themselves fully with the extent and nature of the Services and contractual obligations. These instructions constitute the Form of Tender. Participation in the tender process automatically signals that the Supplier accepts the Form of Tender.

Please read all the notes and questions in this ITT prior to completing, Suppliers are responsible for satisfying themselves that they have obtained all information necessary for the preparation and submission of tender responses.

1.4 ITT Clarifications

All clarifications are to be communicated via the dedicated ePortal. Only clarifications raised in this way shall be responded to. **Facsimile, telephone or oral enquiries will NOT be accepted.**

Suppliers may request clarification via the dedicated ePortal at any point up until the date stated in this document. Suppliers are requested where possible to cross-reference questions to the relevant sections of the ITT.

DRAFT

Suppliers are permitted to clarify LBBC's requirements in the ITT.

However, any documents presented by LBBC as part of this ITT form the terms and conditions of this ITT. Under no circumstances will these be amended. Responding to this ITT will deem your acceptance of the terms provided within this ITT.

LBBC will endeavour to answer all clarification questions as quickly as possible but cannot guarantee a minimum response time.

All clarifications and non-commercially sensitive questions raised by the Suppliers with their answers will be published on the dedicated ePortal from where the ITT was collected. It is the responsibility of the Supplier to periodically check for updates.

It is understood that Suppliers may, to the extent that it relates specifically to their own proposals, consider that their request for clarification or enquiry is of a confidential nature and that to release the answer to all Suppliers would reveal a commercially sensitive or innovative approach. If this is considered to be the case by a Supplier, the following procedure will be adopted:

- If a Supplier believes that its request for clarification or enquiry is confidential then the request must be marked as ‘Confidential’.
- If LBBC considers, at their sole discretion, that they are able to respond and answer the request for clarification or enquiry on a confidential basis, then they will do so.
- If LBBC considers, at their sole discretion, that they are unable to respond to and answer the request for clarification or enquiry on a confidential basis, they will notify the Supplier of their decision and the Supplier will have the opportunity to withdraw the request for clarification or enquiry.
- If the Supplier does not wish to withdraw their request for clarification or enquiry, then the request for clarification or enquiry and LBBC’s response will be issued to all Suppliers via the dedicated ePortal.
- LBBC reserves the right to notify all Suppliers through the dedicated ePortal of any issue, of a general nature, arising out of any request for clarification or enquiry, which they consider would affect all Suppliers.

Should any Sub-Consultants require any information or clarifications, these requests must be directed through the Supplier only and not by any direct contact with LBBC. Suppliers are advised that any requests for clarification or enquiries must be received no later than as stated in this document.

LBBC may not respond to any requests for clarification submitted or received after the latest date for submitting a request.

1.5 Costs & Expenses

Suppliers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of tenders. Suppliers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their tender and all other stages of the evaluation and award process. Under no circumstances will LBBC or their advisers, be liable for any costs or expenses borne by Suppliers, sub-contractors, Suppliers or advisers in this process, nor shall LBBC be liable for any loss of profits, loss of contracts or other costs or losses suffered or incurred by a Supplier as a result of that Supplier not being awarded one or more contracts pursuant to this procurement process.

LBBC reserves the right to cancel the tender process at any point.

DRAFT

The ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained within it and any liability for any inaccuracy or incompleteness is therefore expressly disclaimed by LBBC and their advisors. No charge is levied against any bidder for the receipt of these ITT documents.

Your tender should remain open for an acceptance period of 180 days. A tendervalid for a shorter period may be rejected.

1.6 Official ITT Amendments

At any time prior to the deadline for the receipt of tenders, LBBC may modify the ITT by amendment. Any such amendment will be numbered and dated and issued by LBBC to all prospective Suppliers. In order to give prospective Suppliers reasonable time in which to take the amendment into account in preparing their tenders, LBBC may, at its discretion, extend the deadline for receipt of tenders.

1.7 Canvassing & Collusive Behaviour

Any Supplier who directly or indirectly canvasses any officials, members, employees or agents of LBBC concerning the award of the Contract or who directly or indirectly obtains or attempts to obtain information from such official, member, employee or agent or concerning any other Supplier, tender or proposed tender will be disqualified. Any tender or other documents submitted in respect of which the Supplier:

a) fixes or adjusts the amount, prices, charges and rates shown:-

- by or in connection with any agreement or arrangement with any other person; or
- by reference to any other tenders;

b) communicates to any person other than LBBC any information

c) enters into any agreement or arrangement with any other person that such other person shall refrain from submitting tenders or shall limit or restrict the amounts, prices, charges and rates to be shown by any other Supplier in its tenders and other documents; or

d) offers or agrees to pay or give, or does pay or give, 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 Supplier or any other proposed tenders or other documents any act or omission; or

e) has directly or indirectly canvassed any member or official of LBBC organisation concerning the acceptance of any tenders or has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other tenders or proposals submitted by any other Supplier,

shall not be considered for acceptance and shall accordingly be rejected by LBBC provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to LBBC in respect thereof or to any criminal liability that such conduct by a Supplier may attract.

In submitting its tenders each Supplier warrants, represents and undertakes to LBBC:

f) it has not done any of the acts or matters referred to in section above and has complied in all respects with these ITT notes;

DRAFT

g) all information, representations and other matters of fact communicated (whether in writing or otherwise) to LBBC by the Supplier, its employees or agents in connection with or arising out of the tenders are true, complete and accurate in all respects;

h) it has made its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the tenders;

i) it has satisfied itself as to the correctness and sufficiency of the information it has inserted in the Pricing Schedule and included in its Proposals;

j) it has full power and Authority to enter into the Contract and undertake the services if required;

k) it is of sound financial standing and has and will have sufficient premises, working capital, skilled personnel, vehicles, plant, goods and materials and other resources available to it to carry out the services if required;

l) it will not at any time claim or seek to enforce any lien, charge, or other encumbrances over property of whatever nature owned by LBBC and that is for the time being in the possession of the Supplier.

1.8 No Inducement or Incentive

The ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Supplier to submit a tender or enter into the Contract or any other contractual agreement.

1.9 Consortium

Where a consortium approach is proposed, the Supplier's submission should be a combined response, except where questions specifically requests responses for each member of the consortium.

LBBC recognises that arrangements in relation to consortia may be subject to future change. Suppliers are reminded that any change in relation to the consortium must be notified to LBBC so it can assess the new information against the selection criteria used in the selection process. If the Supplier's circumstances have changed significantly from the position stated in its SQ, this may lead to the Supplier no longer being able to participate further in the tender process. Please advise of any changes to your SQ submission.

1.10 Contact Point

Suppliers must name a single point of contact in their organisation for the purposes of this procurement process. LBBC shall not be responsible for contacting the Supplier through any route other than the nominated contact registered on the dedicated ePortal.

1.11 Confidentiality

All documents issued in connection with this ITT shall remain the property of LBBC and shall be used only for the purposes of this procurement exercise.

Subject to the paragraphs below, the contents of the ITT documents are being made available by LBBC on condition that:

DRAFT

- Suppliers shall at all times treat the contents of the ITT and any related documents (together called the Information) as confidential, save in so far as they are already in the public domain;

- Suppliers shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;

- Suppliers shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a tender; and

- Suppliers shall not undertake any publicity activity within any section of the media

Suppliers may disclose, distribute or pass any of the information to the supplier's advisers, sub-contractors or to another person provided that either:

- this is done for the sole purpose of enabling an tender to be submitted and the person receiving the Information undertakes in writing to keep the information confidential on the same terms as if that person were the Supplier; or
- the Suppliers obtains the prior written consent of LBBC in relation to such disclosure, distribution or passing of Information; or
- the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to the Contract arising from it; or
- the Supplier is legally required to make such a disclosure.

The definition of 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate. LBBC may disclose detailed information relating to tenders to its officers, employees, agents or advisers and LBBC may make any of the tender responses available for private inspection by its officers, employees, agents or advisers. LBBC also reserves the right to disseminate information that is materially relevant to the procurement to all Suppliers, even if the information has only been requested by one Supplier, subject to the duty to protect each Supplier's commercial confidentiality in relation to its tender.

1.12 Freedom of Information

The Suppliers acknowledge that LBBC may be subject to the requirements of the Freedom of Information Act 2000 ("FOIA"), subordinate legislation made under FOIA and any guidance and/or codes of practice issued (from time to time) in relation to FOIA.

Where a Supplier considers that any of the information included in its bid is commercially sensitive, the Supplier should identify this and explain in broad terms what harm might result from disclosure of the information in response to a relevant information request received by LBBC, as well as the time period applicable to such commercial sensitivity. Alternatively, where a Supplier considers that any other exemption applies to information submitted, this should be identified and explained.

Suppliers should however be aware that, although LBBC will take into account the reasons given for treating information as commercially sensitive or otherwise exempt, LBBC may nevertheless be required to disclose it under FOIA where such disclosure is considered to be in the public interest. LBBC shall be responsible for determining, in its sole discretion, whether any exemption under FOIA applies.

Once, and if, the contract has been entered into, LBBC may release details of that agreement into the public domain, subject to the confidentiality provisions contained therein. Suppliers should be aware of this possibility.

DRAFT

Currie & Brown UK Limited
150 Holborn, London, EC1N 2NS
T | +44 20 7061 9000 E | enquiries@curriebrown.com
www.curriebrown.com