

Ealing Council,

Perceval House,

14/16 Uxbridge Road,

Ealing

London W5 2HL

Date: Via the portal.

Dear Tenderer,

**INVITATION TO TENDER**

**Contract Title: West London Waste Plan**

**Ealing Contract Ref: CEX23025**

**Atamis Ref: C0168**

Thank you for your interest in submitting a tender for the above opportunity with Ealing Council.

This is an Open tendering procedure : you are therefore required to submit your Tender via the e-tendering portal at the same time as you submit your response to the Selection Questionnaire. Please note that only those Tenderers whose submissions pass the SQ assessment stage will have their Tenders considered. You are therefore urged to ensure that your SQ responses will meet the requirements before you undertake preparing your Tender.

**The deadline for submission of your Tender** is 12.00 noon on May 28th. Late submissions will not be accepted, so please allow plenty of time for uploading your submission.

You are advised to read the attached Invitation to Tender and Instructions to Tenderers very carefully. Any submission not complying with the requirements of this document will not be eligible for consideration.

Please submit any questions on this tender process via the messaging facility on the e-tendering portal: communication by any other means will not be entertained.

We look forward to receiving your Tender.

Yours sincerely,

Zamil Ahmed

Assistant Director, The Commercial Hub





**Document: Part A1 / O**

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| **Invitation to Tender and Instructions to Tenderers** **for:** **West London Waste Plan**Ealing Contract Reference: CEX23025Atamis Reference: C0168 |

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| **1** | **INTRODUCTION**  |  |  |  |
|  | **The Contract** |  |  |  |
| 1.1 | The London Borough of Ealing (“the Authority”), is conducting an Open procurement process, under the Public Contracts Regulations 2015 as Amended, to appoint a suitably qualified and experienced Supplier for the provision of services as detailed in Paragraph 1.2 below.  |  |  |  |
| 1.2 | The services required by this contract comprise the development of a 15-year West London Waste Plan (WLWP) with all supporting documents and reports for the West London Local Planning Authorities (LPA) of Brent, Ealing, Harrow, Hillingdon, Hounslow and Richmond. The aim is to provide the authorities with a robust waste plan suitable for submission to the Secretary of State for approval. |  |  |  |
| 1.3 | Full details of the services required can be found in Document Part C – Specification. |  |  |  |
| 1.4 | It is intended that the appointed consultant shall successfully complete the Commission by the summer of 2027 but this is to be confirmed as part of the bid (see Specification/Brief Paragraph 7). The anticipated value of the commission is i.r.o. £450,000. |  |  |  |
| 1.5 | **Purpose and scope of this Invitation to Tender**This Invitation to Tender:* Asks Tenderers to submit their Tenders in accordance with the instructions set out in the remainder of this Invitation to Tender.
* Sets out the overall timetable and process for the procurement to Tenderers.
* Provides Tenderers with sufficient information to enable them to submit a compliant Tender (including providing templates where relevant).
* Sets out the Award Criteria and the Tender Evaluation Model that will be used to evaluate the Tenders.
* Explains the administrative arrangements for the receipt of Tenders.
 |  |  |  |
|  |  |  |  |  |
|  | **The Tender Process** |  |  |  |
| 1.6 | The process for the award of this contract is an Open Procedure and will be governed by the Public Contracts Regulations 2015 (PCRs) as amended. This requires the submission of the Selection Questionnaire (SQ) with the tender submission as explained in Paragraph 2 below. |  |  |  |
| 1.7 | Tenderers must read this document and all the tender documents carefully before completing a response. There are mandatory requirements that Tenderers need to comply with in the completion and submission of their responses. Any Tender not complying with these Instructions to Tender will not be eligible for consideration and so will be eliminated from the process. |  |  |  |
| 1.8 | This tender documentation pack comprises: |  |  |  |
|  |  | **Schedule** | **Description** | **Notes** | **Submit with Tender?** |  |  |  |  |
|  |  | Part A1/O | Invitation to Tender (ITT) & Instructions for Tenderers (this document) (“the Instructions”); | Information only | No |  |  |  |  |
|  |  | Part A3 | Selection Questionnaire (SQ)  | Download & Complete  | Yes |  |  |  |  |
|  |  | Part A4 | Selection Questionnaire (SQ) Guidance | Information only | No |  |  |  |  |
|  |  | Part B1 | Form of Tender & Statement of Interest | Download & Complete | Yes |  |  |  |  |
|  |  | Part B2 | Terms & Conditions of contract; | Information only | No |  |  |  |  |
|  |  | Part C | Specification; | Information only | No |  |  |  |  |
|  |  | Part D | Method Statement; | Download & Complete | Yes |  |  |  |  |
|  |  | Part E | Pricing Schedule; | Download & Complete | Yes |  |  |  |  |
|  |  | Part F | Key Performance Indicators | Information only | No |  |  |  |  |
|  |  | Part G | Social Value Matrix (and guidance) | Download & Complete | Yes |  |  |  |  |
|  |  | Part H | Financial Self-Assessment Matrix | Information only | No |  |  |  |  |
| 1.9 | The proposed timetable for this procurement is: |  |  |  |
|  |  | **Activity** | **Date** |  |  |
|  | Issue Invitation to tender & SQ  | 22nd April 2024 |  |  |
|  | Proposed date for site visit if applicable | N/a |  |  |
|  | Deadline for clarification requests from Tenderers | 16th May 2024 |  |  |
|  | Deadline for responses to clarification requests  | 21st May 2024 |  |  |
|  | **Deadline for submission of Tender**  | 28th May 2024 |  |  |
|  | Interviews | 17th to 21st June 2024 |  |  |
|  | Notification of outcome – Standstill Period commences | 28th June 2024 |  |  |
|  | Proposed closure of Standstill Period | 9th July 2024 |  |  |
|  | Award of contract  | 15th July 2024 |  |  |
|  | Mobilisation  | 16th July 2024 |  |  |
|  |  |  |  |  |
| 1.10 | The Authority reserves the right to amend the dates given above if circumstances dictate. Tenderers will be advised accordingly. |  |  |  |
| 1.11 | The tender submission deadline is:**12.00 noon on May 28th 2024**Any Tenders received after this deadline *will not be considered.* |  |  |  |
|  | **Clarifications and Communication** |  |  |  |
| 1.12 | All communications relating to this procurement, including requests for clarifications, ***must*** be submitted via the messaging facility on the tendering portal. Any communication received via any other method will not be considered..  |  |  |  |
| 1.13 | Clarification requests will be anonymised and responses will be issued to all Tenderers.  |  |  |  |
| 1.14 | If a Tenderer has grounds to believe the response should not be made public they should state this when they submit the request and give the grounds for that reasoning. |  |  |  |
| 1.15 | If the Authority agrees with the grounds, the response will be made private. If the Authority does not consider the response should be private, the enquiring organisation will have the option to either withdraw the clarification request or accede to the response being made public. |  |  |  |
| 1.16 | Tenderers are responsible for ensuring that their contact details as registered on the system are up to date, and cover for this contact should be provided in the event of any absence. Failure to do so may result in important information being lost or missed. |  |  |  |
|  | **Technical Problems** |  |  |  |
| 1.17 | The Authority is unable to help with technical questions regarding the system. If you have any technical difficulties using the portal, please contact the Atamis Support Desk via support@atamis.co.uk or call 029 2279 0052.  |  |  |  |
| 1.18 | It is the Tenderer’s responsibility to allow ample time for uploading their tender to ensure they complete the process before the stated deadline. The Council accepts no liability whatsoever for tenders that are not processed due to internet connectivity issues, transmission delays or error.  |  |  |  |
| **2** | **The SQ (Part A3)** |  |  |  |
|  | **General** |  |  |  |
| 2.1 | The SQ is the first part of the tender submission to be completed. Submitted with the Tender Submission, it is designed to assess the suitability and eligibility of a Tenderer to perform the contract on behalf of the Council. |  |  |  |
| 2.2 | Only those Tenderers who pass the SQ in its entirety will have their tender submission considered. |  |  |  |
| 2.3 | The SQ seeks information on a Tenderer’s corporate and financial integrity and seeks assurance that the Tenderer is not barred from submitting a Tender on the Grounds of Mandatory Exclusion. |  |  |  |
| 2.4 | If a Tenderer considers they are ineligible to Tender on any of the grounds of *Discretionary* Exclusion, they should contact the Authority for clarification on this point.  |  |  |  |
| 2.5 | Further information on this can be found in the SQ Guidance (Part A4) |  |  |  |
| 2.6 | All questions in the SQ must be answered and all requested information must be provided. Failure to do so may result in the Tender being considered non-compliant and so ineligible for consideration.  |  |  |  |
|  | **Financial Assessment** |  |  |  |
| 2.7 | The Council requires assurance that a company is in a sound financial position and able to support the contract. Tenderers self-assess their score in the first instance using the Financial Assessment Matrix (Document Part H) included in the Tender Pack. This Matrix enables a company to check their financial eligibility against the Council Assessment Criteria before they allocate resources to submitting a Tender. |  |  |  |
| 2.8 | The Matrix allocates anticipated scores against a range of standard financial assessment ratios. The total of these anticipated scores is used to set a Pass Mark. If a company scores below the Pass Mark, they are not eligible to be awarded the contract. |  |  |  |
| 2.9 | The Anticipated Scores for each ratio have been calculated by the Council’s Finance Department through an assessment of the accounts of a minimum of three companies, each agreed with the Commercial Hub and the Client as being able to provide the required services. |  |  |  |
| 2.10 | The maximum points score available from this model is 23. The minimum number of points required to be eligible to be awarded the contract (the Pass Mark) is given in Paragraph 2.20. |  |  |  |
| 2.11 | This means that the bottom-line score is the critical factor; scoring badly against the anticipated score in any one ratio can be offset by scoring better in another, making the assessment fair and balanced. |  |  |  |
| 2.12 | **The process** of Financial Self-Assessment is undertaken using the Financial Assessment Matrix within the tender bundle. Tenderers should:* Use their company’s latest set of accounts
* Enter the elements from these accounts as required into the blue cells in the Input Data page of the Matrix
* Their score against the stated Pass Mark score is revealed in cell C26 at the bottom of the page.
 |  |  |  |
| 2.13 | The Matrix Cover Sheet also provides full guidance on the assessment process and the Assessment page gives full details of the calculations used. |  |  |  |
| 2.14 | **The Assessment Ratios used** and their score valuesare: |  |  |  |
| 2.14.1 | **Turnover**This is the amount of income taken by a business within an Accounting Year compared to the Annual Contract Value (rounded to one decimal place). |  |  |  |
|  |  | **Range** | **Score** |  |  |  |  |
|  | 2.0 and above x Annual Contract Value | 4 |  |  |  |  |
|  | 1.5 to less than 2.0 x Annual Contract Value | 3 |  |  |  |  |
|  | 1.0 to less than 1.5 x Annual Contract Value | 2 |  |  |  |  |
|  | Less than 1.0 x Annual Contract Value | 1 |  |  |  |  |
|  |  |  |  |  |
| 2.14.2 | **Current Asset Ratio**The current ratio is a liquidity ratio that measures a company's ability to pay short-term obligations. Current assets *÷* current liabilities (rounded to one decimal place). |  |  |  |
|  |  | **Range** | **Score** |  |  |  |  |
|  | 2.0 and above | 5 |  |  |  |  |
|  | 1.6 to less than 2.0 | 4 |  |  |  |  |
|  | 1.2 to less than 1.6 | 3 |  |  |  |  |
|  | 0.8 to less than 1.2 | 2 |  |  |  |  |
|  | 0.4 to less than 0.8 | 1 |  |  |  |  |
|  | Less than 0.4 | 0 |  |  |  |  |
|  |  |  |  |  |
| 2.14.3 | **Gearing Percentage**This is the proportion of a company’s borrowed funds to its equity (rounded to nearest whole number). The ratio indicates the financial risk to which a business is subjected. |  |  |  |
|  |  | **Range** | **Score** |  |  |  |  |
|  | Greater than 75 | 0 |  |  |  |  |
|  | Greater than 60 to 75 | 1 |  |  |  |  |
|  | Greater than 45 to 60 | 2 |  |  |  |  |
|  | Greater than 30 to 45 | 3 |  |  |  |  |
|  | Greater than 15 to 30 | 4 |  |  |  |  |
|  | Up to 15 | 5 |  |  |  |  |
|  |  |  |  |  |
| 2.14.4 | **Turnover/Net Assets**The asset turnover ratio is calculated by dividing net sales by average total assets (rounded to nearest whole number). |  |  |  |
|  |  | **Range** | **Score** |  |  |  |  |
|  | 20 and above | 5 |  |  |  |  |
|  | 15 to less than 20 | 4 |  |  |  |  |
|  | 10 to less than 15 | 3 |  |  |  |  |
|  | 5 to less than 10 | 2 |  |  |  |  |
|  | Less than 5 | 1 |  |  |  |  |
|  |  |  |  |  |
| 2.14.5 | **D&B Risk Indicator** Part of a report produced by Dun and Bradstreet. |  |  |  |
|  |  | **Probability of Failure** | **D & B Financial Risk Indicator** | **Score** |  |  |  |  |
|  | High risk | 4 | 1 |  |  |  |  |
|  | Greater than average | 3 | 2 |  |  |  |  |
|  | Less than average | 2 | 3 |  |  |  |  |
|  | Minimum Risk | 1 | 4 |  |  |  |  |
|  | Insufficient Information | 0 | 0 |  |  |  |  |
|  |  |  |  |  |
| 2.15 | If a company has a problem determining their D&B Risk Rating, they can seek assistance by requesting support through the tendering portal’s messaging system. They must include their company’s registered name and company registration number in their request.  |  |  |  |
| 2.16 | If the D&B Risk Indicator is 3 or 4, or if there is no Risk Indicator listed, the Authority reserves the right to require a Parent Company Guarantee, a Performance Bond or some alternative security for any contract award. |  |  |  |
| 2.17 | The Council will assess the financial eligibility of the preferred Tenderer prior to recommending that company for award of the contract. In the case of a conflict between the Council’s assessment and the Tenderer’s own assessment, the Council’s assessment shall prevail. |  |  |  |
| 2.18 | Where a Tendering company is new and does not have accounts suitable for this assessment process, alternative methods such as the Parent Company, will be used. This alternative arrangement must be agreed with the Authority before embarking on any self-assessment or tendering activity.  |  |  |  |
| 2.19 | Tenderers should note that, if any aspect of the financial assessment gives the Council serious cause for concern, the Council reserves the right, at its sole discretion, not to award the contract to that Tenderer. |  |  |  |
| 2.20 | **The Pass Mark** required for this tender is **15,** to be eligible to be awarded the contract. |  |  |  |
|  | **Insurance** |  |  |  |
| 2.21 | For this contract Tenderers will need to confirm that they have the following levels of insurance cover in place or, if not, will undertake to secure the required levels prior to the commencement of the contract, should they be successful in their Tender: |  |  |  |
|  |  | **Insurance** | **Cover Required** |  |  |  |  |
|  | Employers Liability | £10,000,000 |  |  |  |  |
|  | Public Liability | £10,000,000 |  |  |  |  |
|  | Professional Indemnity | £2,000,000 |  |  |  |  |
|  |  |  |  |  |
| 2.22 | Once a Tenderer has completed the SQ and is satisfied that their Tender will be eligible for consideration, they should proceed onto the completion of their Tender Submission. |  |  |  |
| **3** | **Tender Submission and Evaluation: General** |  |  |  |
| 3.1 | Tenders will be assessed and the contract awarded on the principle of *Most Economically Advantageous Tender*. This comprises a considered balance or ratio of scores for price and quality. |  |  |  |
| 3.2 | For this tender, the evaluation ratios are:  |  |  |  |
|  |  |  |  |  |
|  |  | **Section** | **Weighting %** |  |  |  |  |
|  | Quality – including interview | 70 |  |  |  |  |
|  | Social Value | 5 |  |  |  |  |
|  | Price | 25 |  |  |  |  |
|  | **TOTAL** | **100%** |  |  |  |  |
|  |  |  |  |  |
| 3.3 | Tenders will first be assessed for completeness and compliance with the tendering requirements as set out in this ITT. Any Tender found to be non-compliant will be rejected as ineligible for consideration. |  |  |  |
| 3.4 | All compliant Tenders will be assessed in line with the criteria and methodologies as explained in the following paragraphs. |  |  |  |
| 3.5 | The Authority may ask Tenderers to clarify certain aspects of their submission. Any clarification response not received by the stipulated deadline will render the Tender ineligible for further consideration. |  |  |  |
| 3.6 | Tenders must be submitted solely on the basis of the tendering instructions and specification included in this tender pack. Unless specifically stated otherwise in any tender document, qualified Tenders will not be accepted. |  |  |  |
| **4** | **Tender Submission and Evaluation: Quality Submission** |  |  |  |
| 4.1 | Quality will be initially assessed on the basis of a total score of 100%, later moderated to reflect the quality weighting of 70%. |  |  |  |
| 4.2 | The quality submission (method statements) for this tender comprises the following: |  |  |  |
|  |  | **Method statement question** | **Score****%** |  |  |  |  |
|  | **1.** | Experience | 23 |  |  |  |  |
|  | **2.** | Project (Commission) Methodology | 23 |  |  |  |  |
|  | **3.** | Skills | 23 |  |  |  |  |
|  | **4.** | Financial Proposal | 23 |  |  |  |  |
|  | Interview - 4 questions | 8 |  |  |  |  |
|  | **Total:** | **100** |  |  |  |  |
|  |  |  |  |  |
| 4.3 | Quality submissions will be evaluated by a Panel comprising members who are each suitably qualified to assess the questions allocated to them. All panel members may or may not assess all questions. |  |  |  |
| 4.4 | All questions will initially be assessed by individual panel members who shall rate each scored element out of five on the basis of the following criteria: |  |  |  |
|  |  | **Score** |  **Rating** | **Description** |  |  |
|  | 5 | Outstanding | Proposal meets the required standard in all material respects and exceeds some or all of the major requirements, provides strong evidence that all requirements or service specification can be met and the proposal exceeds expectation i.e. exemplary in the industry, provides full confidence and no concerns.  |  |  |
|  | 4 | Very Good | Proposal meets the required standard in all material respects. Provides strong evidence that all the requirements or the service specification can be met. Full and robust response, the proposal gives confidence. |  |  |
|  | 3 | Good | Proposal meets the required standard in most material respects, but is lacking or inconsistent in others, provides some good evidence to meet relevant requirements or service specification. There are no major concerns. |  |  |
|  | 2 | Fair | Proposal falls short of achieving expected standard in several identifiable respects, has some minor omissions in respect of the relevant requirements or service specification. Satisfies the basic requirements in some respects but is unsatisfactory in other respects and raises some concerns. |  |  |
|  | 1 | Poor | Proposal significantly fails to meet the standards required, contains insufficient evidence to demonstrate that the relevant requirements or the service specification can be met. Significant shortcomings, serious and / or many concerns and / or is inconsistent with other proposals. |  |  |
|  | 0 | Unacceptable or no proposal provided | The information required is either omitted or fundamentally fails to meet the relevant submission requirements or fails to address the service specification requirements. Insufficient evidence to support the proposal to allow the Authority to evaluate. A zero score will render the bid ineligible to proceed in the tender process. |  |  |
|  |  |  |  |  |
| 4.5 | ½ marks can be allocated where it is felt a response lies between two score values. |  |  |  |
| 4.6 | Once all panel members have individually assessed each question response out of 5, a moderation meeting will be convened for the panel to agree a consensus, moderated score out of five for each question.  |  |  |  |
| 4.7 | This Panel score out of five for each question will then be converted to a percentage score based on the weighting of each question using the following formula: |  |  |  |
|  |  | Percentage score per question = Score out of 5 x Question weighting %  5 |  |  |
|  |  |  |  |  |
| 4.8 | The total score out of 100% will then be moderated arithmetically to a score out of the stated quality weighting using the following formula:  |  |  |  |
|  |  | Final score out of Quality weighting = Score out of 100% x Quality weighting 70% 100 |  |  |
|  |  |  |  |  |
| 4.9  | Interviews will take place following the evaluation of written submissions and will have a weighting of 5%. The details of the interview questions will be provided to all eligible bidders prior to the interview date. Bidders will be invited for interview on the basis that the score of their written submission is such that the value of the interview score could have an impact on the outcome of this tender process, i.e. is within 5% of the leading bidder’s score. |  |  |  |
| 4.10 | Bidders whose score is such that the interview score could not influence their position in the final evaluation may still request an interview – which will be scored – should they still wish to do so. |  |  |  |
| **5** | **Tender Submission and Evaluation: Social Value** |  |  |  |
| 5.1 | Social Value will be assessed using the Social Value Matrix included in the tender bundle as Document Part G. |  |  |  |
| 5.2 | Social Value has a weighting of 5% in this procurement. |  |  |  |
| 5.3 | Tenderers should read the document “Tenderers' Guide - Social Value in Tenders” before completing the Social Value element of their Tender. |  |  |  |
| 5.4 | The principle is that each Tenderer will offer or ‘Tender’ a quantity of Social Value elements up to a specified limit. Each ‘Element’ has a Value Rating, resulting in a total Points Value for a Tenderer’s Social Value submission. |  |  |  |
| 5.5 | The Social Value Submission Points Value for each Tenderer will then be scored using the following formula: |  |  |  |
|  |  | Score of SV for Tenderer A = Tenderers A’s SV points score x SV weighting 5% Highest SV points score submitted |  |  |
|  |  |  |  |  |
| **6** | **Tender Submission and Evaluation: Price Submission** |  |  |  |
| 6.1 | Price is worth a total of 25% of the tender score. |  |  |  |
| 6.2 | The Tenderer’s financial modelling that is submitted must be clear and transparent in all respects. All data must be open and clear. |  |  |  |
| 6.3 | Tenderers are required to complete in detail each of the specified sections in PART E Pricing Schedule provided by the Authority and not leave any parts of it incomplete. Tenderers should ensure that all items for each of the different services are priced individually. |  |  |  |
| 6.4 | Price Tenders must provide for all costs associated with delivering the required services to the required standard for the full term of the contract.   |  |  |  |
| 6.5 | Inflationary uplift for this contract will not be applied. |  |  |  |
| 6.6 | Each price submission score will be calculated on the basis of the tender with the lowest price gaining full marks for that element. All other tenders will gain a proportion of the marks available using the below formula: |  |  |  |
|  |  |  Bidder A Price Score % = Lowest Price Submission Value £ x weighting % Bidder A Price Submission Value £ |  |  |  |  |
|  |  |  |  |  |
| 6.7 | Arithmetic will be checked as part of the clarification of tenders before evaluation.  In the event of any errors, the tenderer will be advised, and the principles set out below will be invoked, namely: 1. Where a correction of the error results in the tender sum being lower than that submitted, the tender sum will be reduced accordingly or the tenderer must withdraw their tender.
2. Where a correction of the error would result in an increase of the tender sum, the tenderer must stand by the tender sum originally submitted or they must withdraw their tender
 |  |  |  |
| 6.8 | Should the Authority consider any tender to be abnormally low, the Tenderer will be required to demonstrate to the absolute satisfaction of the Authority that the price submitted is viable. The Authority reserves the right not to accept any tender where, upon request, the Tenderer fails to demonstrate to the Authority’s satisfaction that the tender proposal is financially viable. |  |  |  |
| 6.9 | The London Borough of Ealing requires that all persons engaged on their contracts are paid as a minimum the Real Living Wage and Tenderers should take this requirement into consideration when preparing their price submission. |  |  |  |
| **7** | **Tender Submission and Evaluation: Interview** |  |  |  |
| 7.1 | Presentation and Interview stage is worth a total of 8% of the tender score. |  |  |  |
| 7.2 | It is intended that the three (3) highest scoring tenderers will be taken through to the Presentation and Interview stage (Phase 3). The local authority will use its discretion for ties or borderline scores. Tenderers will be given a minimum of 3 days’ notice of the date and time they will be asked to attend for the Interview.  |  |  |  |
| 7.3 | We anticipate tenderers will be invited to attend interviews during the week indicated in the timetable in Paragraph 1.9. Please hold these dates in your diary in case your organisation is invited to interview |  |  |  |
| 7.4 | The Interview must be attended by the overall manager or equivalent who will be delivering the contract if successful. There must be no more than 3 members of your organisation in attendance. |  |  |  |
| 7.5  | The interview responses will be scored on the same basis as the quality written submissions. |  |  |  |
| 7.6 | The Interviews will be held online via ms*TEAMS* and are intended to last one hour. |  |  |  |
| **8** | **Tender Submission and Evaluation: Submission Final Score** |  |  |  |
| 8.1 | Tenderers must complete the Form of Tender & Statement of Interest (Part B1) and submit with the tender documents. |  |  |  |
| 8.2 | A Tenderer’s final tender score will be the sum of the score for each element – Quality, Social Value and Price – as described above. |  |  |  |
| 8.3 | The Tenderer with the highest overall score will be the preferred Tenderer eligible for award. The award of the contract is subject to the formal approval process of the Authority. Until all necessary approvals are obtained and the standstill period completed, no contract(s) will be entered into. Once the Authority has reached a decision in respect of a contract award, all Tenderers will be notified of the outcome through letters (‘Standstill Letters’) providing relevant information on their tender for feedback purposes. |  |  |  |
| 8.4 | A Standstill Period will be observed affording Tenderers the opportunity to request further feedback on their submission. |  |  |  |
| **9** | **Cancellation and Abandonment** |  |  |  |
| 9.1 | Tenderers should note that, until the formal contract documents are executed by both parties, the Authority reserves the right, at its sole discretion, to cancel or abandon this procurement at any stage of the process.  |  |  |  |
|  |  |  |  |  |
| 9.2 | In the event of this procurement being abandoned or cancelled for any reason, the Authority shall not be liable for any costs whatsoever associated with the preparation or submission of any Tender by any organisation or company, however these costs may have been incurred. |  |  |  |
| 9.3 | The Authority does not warrant to accept the lowest or any Tender submitted as part of this tender process. |  |  |  |
| 9.4 | Pursuant to Paragraph 8.2, Tenderers shall be responsible for all and any costs associated with the preparation and submission of their Tender. |  |  |  |
| **10** | **Tenderers’ Warranties** |  |  |  |
| 10.1 | It is the Tenderer’s responsibility to satisfy themselves as to the accuracy and sufficiency of the rates and prices and all other information contained in their tender. Tenderers shall be deemed to have obtained for themselves all necessary information that might influence or affect their tender and to have included for all necessary equipment, materials, staff, facilities, time and all and anything else required for the performance of their obligations under the contract that will arise from this procurement exercise. |  |  |  |
| **11** | **Interpretation** |  |  |  |
| 11.1 | The tender pack documents have been prepared by the Authority in good faith but do not purport to be comprehensive or to have been independently verified. Tenderers should carry out their own due diligence checks and verify the accuracy of the information contained in the ITT and the related documents. Nothing in this ITT and the related documents are, or should be construed as, a promise or representation as to the future. |  |  |  |
| 11.2 | Whilst the Authority will use all reasonable endeavours to ensure that the information given to Tenderers by the Authority is both accurate and complete, the Authority does not warrant the same and in pricing your proposals or, if successful, in entering into the contract, you should not rely upon any representations made by or on behalf of the Authority. |  |  |  |
| 11.3 | Any questions concerning the interpretation of any of the ITT documents, should be submitted via the Atamis e-Tendering Portal no later than the end of the clarification period. The Authority’s response will be given via the portal to all parties who have expressed an interest |  |  |  |
| 11.4 | The copyright of this ITT and related documents is vested in the Authority. This ITT and the related documents may not be reproduced, copied or stored in any medium, without the prior written consent of the Authority except in relation to the preparation of a tender. All documentation supplied by the Authority in relation to this ITT and the related documents is and shall remain the property of the Authority and must be returned on demand, without any copies being retained. |  |  |  |
| **12** | **Conflict of Interest** |  |  |  |
| 12.1 | The Authority requires all actual or potential conflicts of interest to be resolved to the Authority’s satisfaction prior to the submission of any tender in response to this ITT. Failure to declare any conflicts and/or failure to address such conflicts to the reasonable satisfaction of the Authority may result in a Tenderer being disqualified. Tenderers should provide a written statement of their position on this issue where a conflict of interest exists. |  |  |  |
| **13** | **Canvassing and Collusion** |  |  |  |
| 13.1 | All information supplied by the Authority in connection with the Invitation to Tender must be treated as private and confidential. You must not disclose that you have been invited to tender or disclose details of any of the invitation to tender documents, other than on an “in confidence” basis to the professional advisers and insurers whom you need to consult for the purpose of preparing and submitting your tender. If you disclose that you have been invited to tender or discuss your tender with anyone else, your tender will be automatically disqualified. |  |  |  |
| 13.2 | The Authority’s purpose in inviting tenders for this contract is to establish an open, fair and transparent procedure that generates genuine competition between Tenderers and maximises value for money for the Authority.Following the investigation by the Office of Fair Trading, the Authority has become aware of certain anti-competitive practices prevalent in the construction industry. We do not know whether such practices have spread to other industries, but we must take steps to protect the Authority’s interests. Where anti-competitive practices result in the Authority paying more than it should have done, the Authority considers this to be a fraud on the people and communities of Ealing.Any tender will be rejected if the Authority has reason to believe that the Tenderer:* has directly or indirectly canvassed any member, officer, consultant or contractor of the Authority concerning the acceptance of his tender or award of the contract or has directly or indirectly obtained or attempted to obtain from any such person information about other Tenderers; or
* has communicated in any form with any former employee of the Authority to obtain confidential information in connection with letting this contract; or
* has communicated to any other person the amount or approximate amount of the rates and prices shown in his tender; or
* has entered into any agreement with any other person that one or other of them refrain from submitting a tender or that one or other of them will reduce or enhance the rates and prices to be shown in his tender; or
* has paid or given or offered to pay or give any sum of money, inducement or valuable consideration either directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any other Tenderer or any other person’s proposed tender; or
* has committed any offence under the Bribery Act 2010.

The Authority will have no hesitation in reporting to the Office of Fair Trading or the Metropolitan Police or both when a tender is rejected for any of these reasons.Any Tenderer whose tender is rejected for anti-competitive or corrupt behaviour will not be invited to tender for any future Authority contracts.For the avoidance of doubt, if a firm declines to tender in response to an invitation, its opportunities to tender for future contracts will not be affected. A firm which tenders an inflated price with the intention of not being awarded the contract is likely to damage its chances of being invited to tender for future contracts and risks being reported for anti-competitive behaviour. |  |  |  |
| 13.3 | The Authority reserves the right to disqualify (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Tenderer may attract) any Tenderer who, in connection with this ITT or any related documents:* 1. fixes or adjusts the amount of its tender by or in accordance with any agreement or arrangement with any other Tenderer or member of the Tenderer's Team (other than a member of its own consortium or supply chain);
	2. enters into any agreement or arrangement with any other Tenderer or member of the Tenderer's team to the effect that he shall refrain from submitting a tender or as to the amount of any tender to be submitted;
	3. causes or induces any person to enter such agreement as is mentioned in either Section 12.4(a) or 12.4(b) or to inform the or member of the Tenderer’s Team of the amount or approximate amount of any rival tender;
	4. 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 tender or proposed tender for the works or any act or omission; or
	5. communicates to any person other than the Authority the amount or approximate amount of its proposed tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a tender)
 |  |  |  |
| 13.4 | In furtherance to the above, any tender will automatically be disqualified, and any contract arising from a tender will be terminated immediately and any losses to the Authority arising from the termination will be recovered from the Tenderer, if the Tenderer or anyone acting on their behalf (with or without their knowledge):* Offers, gives or agrees to give to any member or officer of the Authority any gift, benefit or consideration of any kind or value as an inducement or reward with regard to the contract; or
* commits any offence under the Bribery Act 2010.
 |  |  |  |
| **14** | **Terms and Conditions of Contract** |  |  |  |
| 14.1 | The contract will be on the terms and conditions set out in Part B2 of the tender pack. The Authority will not enter into any negotiations whatsoever on the terms and conditions of contract after the clarification deadline as set out in the Procurement Timetable. It is therefore in the Tenderer's interest to read the terms and conditions carefully and to take any advice the Tenderer feels they need, before formulating their tender response. |  |  |  |
| 14.2 | By submitting a tender, Tenderers are agreeing to be bound by the terms of this ITT and the terms and conditions of the Contract without further negotiation or amendment. If the terms and conditions of the Contract render the proposals in the Tenderer’s tender impracticable, the Tenderer should submit a clarification by the deadline as set out in the procurement timetable, and the Authority will consider whether any amendment to the Contract is required. Any changes that are accepted will be circulated to all Tenderers at least five working days before the latest date for receipt of tenders. The tender return period will not be extended to allow Tenderers to re-work their tenders in the light of any changes to the terms and conditions that the Authority may accept. |  |  |  |
| 14.3 | Any Tenderer who attempts to negotiate changes to the terms and conditions of contract after the latest date for submission of tenders will immediately be eliminated from the competition. |  |  |  |
| **15** | **TUPE Information** |  |  |  |
| 15.1 | TUPE does not apply to this contract. |  |  |  |
| **16** | **Publicity** |  |  |  |
| 16.1 | Tenderers (or their employees or agents whether acting in a work or personal context) shall not undertake (or permit to be undertaken) at any time, any publicity activity with any section of the media in relation to the Project other than with the prior written agreement of the Authority’s authorised officer. Such agreement shall extend to the content of any publicity. In this section the word "media" includes (but without limitation) radio, television, social media (including Twitter and Facebook), newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media. |  |  |  |
| **17** | **Real Living Wage** |  |  |  |
| 17.1 | Tenderers are reminded that the London Borough of Ealing requires that all persons engaged on their contracts are paid as a minimum the Real Living Wage and Tenderers should take this requirement into consideration when preparing their Tender.  |  |  |  |
| 17.2 | All price tenders must include provision for payment of the Real Living Wage as a minimum and Tenderers must self-certify in the SQ that this requirement has been complied with. |  |  |  |
| 17.3 | Information on the Real Living Wage can be found at [What is the real Living Wage? | Living Wage Foundation](https://www.livingwage.org.uk/what-real-living-wage).  |  |  |  |
| **18** | **Further Instructions and Guidance to Tenderers** |  |  |  |
| 18.1 | Tenderers should note there are four parts to the Form of Tender. Each part must be completed in full and must be signed and dated by people authorized to make the tender on your behalf. Part 2 (the Acknowledgement and Undertaking) and Part 4 (the Statement of Interest) require only one signature. Part 3 (the Offer) must be signed by two different duly authorized people.  |  |  |  |
| 18.2 | Where the Tenderer is a company, the Tender must be signed by a duly authorised representative of that company. Where the Tenderer is a consortium, the Tender must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the Contract. In the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case they must have and should state that they have authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership. In the case of a sole trader, they should sign and give their name in full together with the name under which they are trading. |  |  |  |
| 18.3 | Your tender submission must be completed online using the portal |  |  |  |

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