Volume 0 - Invitation to Tender

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| Contract Title: | London Stadium Event Day Uniforms |
| Date: | June 2021 |

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# Introduction

London Stadium is procuring uniforms for event day staff.

London Stadium 185 (the Contracting Authority) is a wholly owned subsidiary of the London Legacy Development Corporation, the body established through powers provided to the Mayor of London in the Localism Act 2011, and is accountable to Londoners through the Mayor.

The Contracting Authority is responsible for ensuring the efficient running of London Stadium and that the venue is integrated with surrounding communities, contributes to local regeneration and social improvement aims, creates strong linkages with local sport clubs and educational bodies and delivers a financial return.

## Purpose of this document

The purpose of this document is to provide participants with information about the Invitation to Tender (‘ITT’) and the Contract which the Contracting Authority is seeking to procure and to inform Tenderers how to prepare their Tenders.

This document provides information about the Contracting Authority and its responsibilities relative to the project and what it expects from Tenderers. It provides background information to help Tenderers to prepare their Tenders. It also contains a glossary of terms used in these instructions.

This document also provides direction on what Tenderers must submit and how to submit it. It also explains this particular Procurement process and provides specific information relating to the Contract. Tenderers should read all parts of the ITT before responding.

## Organisation of this ITT

This ITT is organised into the following **documents**:

* **Volume 0: Invitation to Tender** (this document) **–** Explains the general purpose and structure of this ITT and provides information that Tenderers should include in their technical and commercial submissions.

This document also includes information relating to the approach adopted by the Contracting Authority throughout the Procurement process and procedures relating to the Evaluation and award of the Contract.

This document explains the aims and objectives of the Contracting Authority in seeking to award the Contract and summarises the Procurement timetable for the next stages of the Procurement.

Finally, this document explains how the Contracting Authority will determine compliance and evaluate all compliant Tenders. Details of the Award Criteria and Evaluation scoring guidance specific to this Procurement opportunity are also set out within Volume 0.

Tenderers should note that Volume 0 and associated appendices will not form part of the conformed Contract.

* **Volume 1: The Contract –** Is the Contracting Authority’s bespoke terms and condition, to which all Tenderers will need to read and confirm agreement and to which the successful tenderer will enter.
* **Volume 2:** **The Specification –** Detailed description of the nature, scope and extent of the service required that the Tenderer will be required to provide pursuant to the Contract.
* The ITT contains electronic web forms which can be accessed on-line in Contracts Finder.gov,uk. These need to be completed as part of the Tender. The submission sections are as follows:
* Qualification – Acceptance of Tendering Conditions and Mandatory Undertaking (including Conflicts of Interest).
* Information Only – General information about the Tenderer and its Relevant Companies. This is intended as background information only and the information submitted in response to such questions will not be evaluated.
* Technical - These are the technical questions that each Tenderer is required to answer as part of its submission. The response made by the Tenderer to the technical section is the Tenderer’s technical submission.
* Commercial – These are the commercial questions that each Tenderer is required to answer as part of its submission. The response made by the Tenderer to the commercial section is the Tenderer’s commercial submission.

## Appendices to this Document

* **Appendix A: Evaluation Criteria**
* **Appendix B: Acceptance of Tendering Conditions, and Mandatory Undertaking** **(including Conflicts of Interest)** **˗̶** Tenderers must read and agree Acceptance of Tendering Conditions and the Mandatory Undertaking by signing and returning these prior to the Deadline for the Receipt of Tenders.
* **Appendix C: Specification and Pricing Schedule** **˗̶** Tenderers must complete the Pricing Schedule attached as Appendix C. This is to be completed along with any other information requested in the commercial section of the Evaluation Criteria and that requested to the LS019@londonstadium185.com email address The response must comprehensively set out the financial proposal for providing the Works and be returned to the Contracting Authority as a part of the commercial submission prior to the Deadline for Receipt of Tenders.

## Glossary of terms

This Glossary applies to this Invitation to Tender document.

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| Term | Meaning |
| **Award Criteria** | The criteria against which the submissions received by the Contracting Authority in response to this ITT will be evaluated, as set out in this document and in line with the criteria set out in this ITT. |
| **Contractor** | The legal entity that enters into the Contract with the Contracting Authority. |
| **Contract** | The terms and conditions of the contract which the Consultant will enter into at the conclusion of this procurement process with the Contracting Authority. |
| **Contracting Authority** | Means LS185 which is procuring the works. |
| **Convergence** | The principle that, within 20 years, the communities who hosted the Games will have the same social and economic chances as their neighbours across London. |
| **Deadline for the Receipt of Tenders** | The date/time shown in the ITT timetable in Section 5 of this ITT document. |
| **EU** | European Union. |
| **Games** | The London 2012 Olympic Games and Paralympic Games. |
| **ITT** | This Invitation to Tender document. |
| **LLDC** | London Legacy Development Corporation. |
| **MEAT** | Most Economically Advantageous Tender. |
| **Method Statement** | A statement of how the Contractor plans to do the work |
| **Notional Price** | For the purposes of commercial evaluation, a price calculated from the Tenderer’s commercial offer as shown in Appendix C: . |
| **Price/Prices** | Any/All pricing information forming part of the Tenderer’s commercial submission (as in Appendix C: ) |
| **Priority Themes** | As defined in Section 2 of this document. |
| **Procurement Conditions** | Conditions of procurement as defined in Appendix B. |
| **Project** | The project as described in section 3 of this document. |
| **Project Stakeholders** | The organisations that have an interest in the successful delivery of the Project and listed in section 4.1 of this ITT. |
| **The Park** | The area under management by LLDC which is within East London and is bounded by Hackney Marshes in the north and the A11 Bow Road in the south (known as the ‘Queen Elizabeth Olympic Park’). |
| **Regulations** | The Public Contracts Regulations 2015. |
| **Relevant Company** | In the case of a consortium or joint venture Tenderer, the term ‘Relevant Company’ is used to refer to each party of the consortium or joint venture. A Relevant Company, in this context, may mean a sole proprietor, partnership, limited liability partnership, company, co-operative, trust or any other legal entity. |
| **Tender** | A response to the questions as set-out in Section 6 of this ITT document and om Contracts Finder. |
| **Tenderer** | An entity submitting a response to this ITT. |
| **Working Days** | A day other than a Saturday or Sunday or bank holiday, upon which domestic banks are open for business in the City of London. |

## Disclaimers

Any disclaimers or limitations in this ITT (whether appearing under the heading of Disclaimer or otherwise) shall apply to and be for the benefit of the Contracting Authority, and their advisers and/or representatives acting on behalf of the Contracting Authority, and shall continue to apply to and be enforceable by the Contracting Authority.

The information in this ITT is intended for information only. This ITT does not purport to be comprehensive, all-inclusive or to contain all of the information that a Tenderer may require to complete their Tender. Words such as "anticipate", "expects", "projects", "intends", "plans", "believes", "will", and terms with similar meaning, indicate the present expectation held by the Contracting Authority of future events, which are subject to a number of factors and uncertainties that could cause the Contracting Authority’s requirements to differ from those described in this ITT. If the Contracting Authority’s requirements change at any time during the Procurement, Tenderers will be notified as soon as is reasonably practicable.

Any Tenderer considering responding to this ITT shall conduct their own due diligence and shall seek their own professional, financial, legal and other advice as appropriate. Neither this ITT, nor any of the information (as defined below), shall be regarded as an investment recommendation made by the Contracting Authority, or by any of its advisers or representatives acting on behalf of the Contracting Authority.

Neither the Contracting Authority, nor any of its advisers or representatives acting on the Contracting Authority’s behalf:

* accept any liability for the information, any statement, opinion and/or conclusion contained within this ITT (including all supporting documentation) or for any written, oral or other communication transmitted or otherwise made available to any Tenderer in connection with the Procurement (“Information”);
* give any representation or warranty, express or implied, in relation to any of the information and/or concerning the fairness, accuracy, adequacy or completeness of any of the Information; or
* shall be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on the information, and / or the management of or conduct of the Contracting Authority during the Procurement.

The Contracting Authority reserves the right to:

* waive any requirements of the Procurement contained within this ITT;
* request additional information by way of clarification from Tenderers in relation to any aspect of their response to this ITT;
* disqualify any Tenderer (i) whose Tender does not meet the minimum requirements set out in this ITT or (ii) whose Tender is not in accordance with the Contracting Authority’s instructions and requirements as set out in this ITT and any such instructions and requirements as may be supplemented by the Contracting Authority from time to time;
* withdraw this ITT or any part of or the whole of this Procurement process at any time or to re-invite responses on the same or any alternative basis;
* not award the whole of or a part of the Contract as a result of this Procurement process; or;
* make whatever changes it sees fit to the timetable, structure and/or content of the Procurement process.

The Contracting Authority reserves the right to reject or disqualify a Tenderer where:

* their response to this ITT is submitted late, is completed incorrectly, is incomplete or fails to meet the Contracting Authority’s requirements or instructions as set out in this ITT;
* the Tenderer or a Relevant Company is guilty of serious misrepresentation in relation to any response made by the Tenderer, and/or any aspect of this Procurement process;
* if, in its reasonable opinion, there is an actual or potential commercial, professional, financial or other conflict of interest arising including one between the interests of the Contracting Authority and the Tenderer, a Relevant Company, any sub-consultant of the Tenderer or a Relevant Company or any of their respective professional advisers. Any conflicts that may exist must be resolved to the satisfaction of the Contracting Authority.

All Tenderers and Relevant Companies are solely responsible for all their costs and expenses incurred in connection with this Procurement exercise irrespective of the stage in the Procurement process at which it occurred. Under no circumstances will the Contracting Authority, or any of its advisers or representatives acting on its behalf, be liable for any costs or expenses borne by or on behalf of the Tenderer a Relevant Company or any party associated with the Procurement.

The Contracting Authority is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, together with all codes of practice, guidance and directions issued pursuant to the same from time to time. The Contracting Authority may at its sole discretion be required to disclose any information submitted by Tenderers as part of their response to this ITT.

The submission of a Tender response by a Tenderer to this ITT will be deemed to imply acceptance by the Tenderer and all Relevant Companies (if any) of the terms and conditions (including the disclaimers) in this ITT without qualification.

Nothing in this process is intended to form any express or implied contractual relationship between the Contracting Authority and the Tenderer unless the Contract is awarded. None of the information provided in the procurement documents can constitute a contract or part of a contract. Only the express terms of any written contact with any successful Tenderer, as and when it is executed, will have any contractual effect in connection with the matter to which the information in the procurement documents relates.

## Confidentiality

Recipients of the ITT shall treat the contents of the ITT and any associated documents as private and confidential and safeguard and securely store them accordingly. Tenderers shall not disclose, copy, reproduce, distribute or pass the information contained in the ITT and any associated documents to any other person at any time. Tenderers shall not use the information in the ITT and any associated documents for any purpose other than for the purposes of participating in the Procurement.

Tenderers shall procure that each of their officers, advisers, agents, employees, consultants or sub-contractors (of any tier) who receive any of the information in the ITT and any associated documents are made aware of, and comply with, the provisions of this paragraph as if they were a Tenderer.

Tenderers may disclose, distribute or pass the information in the ITT and any associated documents to another person (including, but not limited to, for example, officers, advisers, agents, employees, consultants or sub-contractors (of any tier) to the Supplier) if either:

* this is done for the sole purpose of enabling an ITT response to be made and the person receiving the information undertakes in writing to keep the information confidential on the same terms as set out in the ITT and any associated documents; or
* the Tenderer obtains the prior written consent of the Contracting Authority in relation to such disclosure, distribution or passing of the information in the ITT and any associated documents.

The information contained in the ITT and any associated documents, and any additional information provided by the Contracting Authority, should not be used, copied, disclosed or disseminated for any purpose save to the extent that such use, copying, disclosure or dissemination is necessary for the purpose of the procurement process or to comply with any legal or regulatory obligation.

When providing details of contracts in answering the questions in this ITT relating to the technical submission, the Tenderer agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.

## Commitment to Procurement Best Practice

The Contracting Authority understands the level of commitment required Tenderers to pursue a Contract opportunity such as this. This Procurement process has been designed to ensure a fair, open, non-discriminatory and auditable competitive process.

### 2.5.8 London Living Wage

The London Living Wage is a minimum wage level set by the Greater London Authority every year according to cost of living and gives the minimum pay rate required for a worker to provide their family with the essentials of life. The London Living Wage is a priority for the Mayor of London and the LLDC expects the Developer to remunerate its directly employed workforce by paying at least the London Living Wage. More information on the London Living Wage can be found here http://www.london.gov.uk/publication/fairer-london-2011-living-wage-london.

Successful Tenderers will be required to pay the London Living Wage.

## Data Transparency and Freedom of Information

The UK government is committed to greater transparency in the public sector. Accordingly, the LLDC reserves the right to publish the ITT and the Contract and, post award, to publish payment information.

The LLDC may at its absolute discretion redact all or part of the Contract and/or the payment information prior to publication and may take account of exemptions that would be available under the FOI Legislation.

The LLDC may at its absolute discretion consult with the successful Tenderer regarding any such redactions. However the LLDC will make the final decision regarding publication and/or redaction.

The LLDC is subject to the FOI Legislation, together with all codes of practice, guidance and directions issued pursuant to the same from time to time. Tenderers should identify those parts of their Tender, the disclosure of which, pursuant to a request under FOI Legislation, would, or would be likely to prejudice the Tenderer’s commercial interests. The LLDC will have regard to such classification but may nevertheless be obliged to disclose any information submitted by Tenderers as part of their response to this ITT.

### Responsible Procurement

The Responsible Procurement Policy (RPP) implemented by the General London Authority (GLA) to its group means pioneering socially, environmentally and economically sustainable procurement to deliver improved quality of life and better value for money. It involves working in partnership across London to provide sustained employment opportunities and improved standards of living. This means opening up access to contract opportunities to diverse businesses, encouraging improved practices with our supplier and promoting greater environmental sustainability to make London a better place to live and work. More information on the RPP can be found here <https://www.london.gov.uk/moderngovmb/documents/s56823/07a%20Updated%20GLA%20Group%20Responsible%20Procurement%20Policy%20V7.3.pdf>.

# Project Location

The project is based at the London Stadium.

# Project Overview

The activities to be undertaken by the successful Tenderer are detailed in Volume 2 - The Specification, this involves the provision of supplying uniforms to London Stadium 185 and consist of HiVis, jackets, track suits and ties.

## Project stakeholders

The Contracting Authority is working with a wide-range of stakeholders who have an interest in the successful delivery of the works. These stakeholders include the national, regional and local government, statutory authorities, funders, project partners and national, international, regional and local sporting bodies.

The Contractor co-ordinates all aspects of the works with others that have an interface with the site.

# Tendering Instructions

## Responding to this ITT

All documentation and materials must be received by the Contracting Authority on or before the required relevant deadline for receipt as set out in the Procurement Timetable - Specifically 5pm on 19 July 2021 to LS019@londonstadium185.com.

## Preparation of Tenders

All communications between Tenderers and the Contracting Authority and all Tenders submitted to the Contracting Authority must be in English. This means that all responses submitted to the Contracting Authority must be in English and all supporting documentation should also be in English or be supported by an accredited English translation, which must be provided at no cost to the Contracting Authority, which will be the sole document used for the purpose of Evaluation.

Tenders shall be self-contained documents which do not cross refer to documents which are not submitted as part of the Tender. The Contracting Authority reserves the right not to consider any material which is not included within the Tender.

## Conditions of Tendering

All Tenders must contain the following sections:

* **Qualification** **Submission** – all notes contained within the qualification section should be read fully and the questions addressed and responded to within this section. Response includes:

Acceptance of Tendering Conditions – this must be submitted in the form contained at Appendix B of this ITT, signed by two duly authorised signatories on behalf of the Tenderer. Such signatories must be authorised to execute agreements and bind the Tenderer to legal obligations similar to those contained in the Contract. These copies must be received by the the Contracting Authority prior to the Deadline for Receipt of Tenders.

Mandatory Undertaking – Tenderers and Relevant Companies must confirm (i) that there are no mandatory or discretionary grounds for their exclusion from this procurement process, and (ii) their acceptance and agreement to be bound by the terms of the Mandatory Undertaking (including the Contracting Authority’s confidentiality requirements) as uploaded on Contracts Finder. In the case of a Group of Economic Operators, the responses to these questions must be given for all the Relevant Companies.

Conflicts of Interest – Each Tenderer and each Relevant Company must notify the Contracting Authority in their response to this ITT if they are aware of any actual or potential conflict of interest concerning the commercial, financial or other interests of the Contracting Authority and the Tenderer and/or the Relevant Company, which may, or may be perceived by the public to, compromise the conduct of this procurement exercise and/or the performance of the Contract. If the Tenderer and each Relevant Company believe there are no such conflicts of interest they must contain a statement to this effect in their response to the ITT. The Contracting Authority reserves the right to reject responses from Tenderers where a conflict of interest is viewed as affecting either or both the conduct of this Procurement or the performance of the Contract and there are no reasonable and proportionate measures available that can address such concerns in a satisfactory manner. Tenderers and Relevant Companies are under a continuing obligation to notify the Contracting Authority if circumstances change during this Procurement and any statements given to the Contracting Authority during this procurement become untrue.

* **Information Only Submission** – all questions in this section must be addressed and responded to
* **Technical Submission** – all questions in the technical section must be addressed and responded to
* **Commercial Submission** – all questions in the commercial section must be addressed and responded to. For the avoidance of doubt, all prices submitted are exclusive of VAT.

Should any additions or deletions to this ITT be considered necessary by the Contracting Authority prior to the Deadline for Receipt of Tenders then any such additions and/or deletions will be published on Contracts Finder and from the date of publication will be deemed to be part of this ITT.

Tenders must be submitted using [LS019@londonstadium185.com](mailto:LS019@londonstadium185.com) address.

## Instructions for Responding

Step 1 – Download the files

Before you consider responding to this ITT, ensure that you have downloaded and read all the files. All files are important and contain information which may have a considerable bearing on the success of your Tender.

All clarifications sent during the period for responding to this ITT will be notified by Contracts Finder. To ensure that you have access to all the files you need, you will need to access Contracts Finder for all the Tender documents.

Step 2:- Confirm if you are going to respond

It is in nobody’s interest for Tenderers to respond to contracts that are inappropriate. For this reason, you should read the Tender documents carefully. This will help you confirm whether this Contract is suitable for you.

Step 3: Respond to the questions

All documentation and materials must be received by the Contracting Authority on or before the Deadline for Receipt of Tenders as identified in Tender Documents – Volume 0.

Step 4: Prepare your response

Questions may require documents to be attached to provide the answer. Responses to the technical questions must be self contained, complete and adhere to the page limits set out in the Evaluation criteria at Appendix A to this document. Where a response exceeds the stated page limit, the excess pages will not be scored. Responses must not cross refer to any other question response, document or material including websites (unless expressly permitted in the question). The Contracting Authority reserves the right not to consider any response to a technical question which does not comply with this instruction and to award no marks to that particular question.

Commercial Submissions are to be submitted using the Pricing Schedule included at Appendix C. All line items are to be priced and Tenderers should not remove any line items. If a Tenderer believes the Pricing Schedule does not fully itemise the scope of work, additional items may be added to the end of the relevant section. The commercial submission must be submitted in a separate document to the technical submission.

It is strongly recommended that Tenderers upload documents in MS Office™ Word/Adobe PDF or MS Office™ Excel for financial data.

Tenderers are advised to allow sufficient time to complete the upload and submission of their tender by the Deadline for receipt of Tenders.

All the files Tenderers submitted in general attachments will be displayed.

System limitations: File upload sizes are limited to 50mb, however Tenderers are advised that bigger file sizes may create delays.

Step 5: Ensure your response is complete

Tenders not complying with the ITT instructions may be rejected.

All documentation and materials must be received by the Contracting Authority on or before the required relevant deadline for receipt as set out in the Procurement Timetable at Section 5 of this document.

The Contracting Authority draws Tenderers’ attention to the Acceptance of Tendering Conditions which is to be signed and returned before the Deadline for Receipt of Tenders.

Tenderers must answer all questions accurately and should follow the specific guidance on page limits as set out in the submission requirements/evaluation criteria, the font size on any of these documents should be no less than Arial font size 11. Supporting information must be presented as instructed in each of the questions. Tenderers not complying with the above may be disqualified.

## Period of Validity

Tenders must remain open for acceptance by the Contracting Authority for the minimum period of 120 (one hundred and twenty) Working Days commencing from the Deadline for Receipt of Tenders.

## Rejection of Tenders

Any Tender in respect of which the Tenderer or a Relevant Company:

* has directly or indirectly canvassed an official of the Contracting Authority or obtained information from any other person who has been engaged to provide the Works to the Contracting Authority in relation to the Works or who has directly or indirectly obtained or attempted to obtain information from any such official or person concerning any other Tenderer or Tender submitted by any other Tenderer in relation to this Procurement process; or
* fixes or adjusts any Price in the Tender by or in accordance with any agreement or arrangement with any other Tenderer; or
* communicates to any person other than the Contracting Authority the amount or approximate amount of the price, except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or for the purposes of obtaining insurance, financing and/or security associated solely with the Contract; or
* enters into any agreement with any other person to prevent such other person from submitting a Tender or limiting or restricting the price to be submitted by another Tenderer or prospective Tenderer in its Tender; or
* offers or agrees to pay any person having a direct connection with this Contract or gives any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done any of the foregoing in relation to any other Tenderer; or
* commits an offence under the Prevention of Corruption Acts 1889 to 1916 or gives any fee or reward the receipt of which is an offence under sub-section 2 of Section 117 of the Local Government Act 1972 or the Bribery Act 2010;

shall be rejected by the Contracting Authority without further consideration provided that such rejection shall be without prejudice to any other civil and criminal remedies available to the Contracting Authority.

The Contracting Authority may at its absolute discretion refrain from considering a Tender if:

* it is not in accordance with the terms of this ITT; or
* the Tenderer submitting the Tender makes or attempts to make any variation or alteration of the terms of the Contract or any other element of the Contracting Authority’s requirements save where a variation or alteration is invited or permitted by the Contracting Authority set out in this ITT.

For the avoidance of doubt, the Contracting Authority shall not be bound to accept any Tender.

## Contracts Finder

All Tender documents will be on Contracts Finder. Submissions must be made to LS019@londonstadium185.com.

## Tenderers, Groups of Economic Operators and Subconsultants

Tenderers must notify the Contracting Authority of any change in the identity or financial standing of the proposed sub-contractors, consortium members, or parties being relied upon from those identified in the Tenderer’s response to the ITT, in writing, as soon as reasonably practicable and the Contracting Authority reserves the right to revisit the SQ stage evaluation of the relevant Tenderer in light of any proposed change and reserves the right not to appoint a Tenderer in the event of any material change of circumstances. If the change means a Tenderer would not have passed the selection criteria, such Tenderer will be disqualified from further participation in this Procurement.

Within Appendix B ‘Acceptance of Tendering Conditions’ of a Tenderer’s ITT response, each Tenderer represents and warrants that:

• it has the legal ability to deliver the Works in accordance with the Contracting Authority’s requirements, good professional practice and the law;

• all information contained and opinions expressed in its tender are honest, true, accurate and not misleading; and

* it will immediately notify the Contracting Authority in writing of any matter of which it becomes aware that renders or could render any aspect of its tender untrue, inaccurate and/or misleading.

## Confidentiality and No Marketing Rights

All information supplied by the Contracting Authority in connection with this ITT shall be treated as confidential and is provided for use by the Tenderer (including Relevant Companies), their professional advisers and other parties essential to preparing a tender for this Contract opportunity. This ITT and its associated documents should not be disclosed to any other third party without the prior written consent of the Contracting Authority.

Tenderers are not permitted to make a public statement or communicate in any form with the media in connection with this Procurement process without first obtaining the prior written consent of the Contracting Authority.

## Submission Requirements

All submissions shall be made via the LS019@londonstadium185.com email prior to the Deadline for Receipt of Tenders as detailed in the Procurement Timetable in Section 6.2 of this ITT. Any submissions received after the applicable deadline may not be considered by the Contracting Authority.

# Procurement Process

## Tender Process Overview

The Contracting Authority is subject to European procurement rules as implemented within England by the Public Contracts Regulations 2015 and also has its own internal rules and processes. The anticipated value of the Works is below the relevant OJEU financial threshold and is therefore being advertised in Contracts Finder. This procurement is being conducted in accordance with the “restricted procedure” of the Public Contracts Regulations 2015.

All Tenders must be submitted in accordance with the terms of this ITT.

Tenderers must ensure they understand the extent of the Works to be provided by the successful Tenderer, as set out in Volume 1 of this ITT, should their Tender be accepted, and the Contract executed by the Contracting Authority. Tenderers should refer to Volume 1 of this ITT for the terms and conditions that will govern their relationship with the Contracting Authority.

All information supplied by the Contracting Authority in connection with this ITT shall be treated as confidential and is provided for use by the Tenderer (including Groups of Economic Operator members), their professional advisers and other parties essential to preparing a Tender for this Contract opportunity. This ITT should not be disclosed to any other third party without the prior written consent of the Contracting Authority.

## Procurement Timetable

The indicative timetable for the Procurement is set out below:

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| **Activity** | **Indicative Date** |
| **Publication of Invitation to Tender (ITT)** | **29 June 2021** |
| **Deadline for receipt of Tenders** | **19 July 2021** |
| **Evaluation Complete** | **26 July 2021** |
| **Notification of decision to award contract** | **28 July 2021** |
| **Expected Contract Start** | **August 2021** |

## Tender Clarification Process

Where a Tenderer wishes to raise a clarification to the Contracting Authority in respect of this ITT, the following process must be followed:

* All clarifications sought by a Tenderer must be raised in writing via the LS019@londonstadium185.com email address. Direct email or contact with any representative of the Contracting Authority will not be treated as a clarification and will not be responded to by the Contracting Authority;
* Clarifications may only be raised in connection with this ITT and the documents contained or referred to therein. No general clarifications can be raised, or queries in respect of other procurement opportunities;
* Clarifications must be raised by the Deadline for Raising Clarifications. Only those clarifications raised by the Tenderer prior to this date will be responded to by the Contracting Authority;
* All clarification questions and the responses provided will be shared with all Tenderers, unless in its sole discretion the Contracting Authority considers disclosure to all Tenderers would prejudice the commercial interests of the Tenderer raising the clarification;
* Tenderers are advised to identify any particular question or request for clarification which, in their opinion, is commercially confidential and which it would not want to be circulated to other Tenderers;
* If the Contracting Authority does not consider that a Tenderer’s clarification should be treated as confidential, the Contracting Authority shall notify the Tenderer of its decision and may give the Tenderer an opportunity to withdraw the clarification question. If the Tenderer does not elect to withdraw the relevant question or clarification within the specified timeframe or within three Working Days (whichever is the later), the relevant question or request for clarification and response will be circulated to all Tenderers. In any event, the Contracting Authority may, in its sole discretion, circulate the enquiry and response if considered appropriate in the interests of this Procurement, and;
* Any response provided by the Contracting Authority to a clarification question or request for information will not be incorporated in the Contract unless the response expressly states so.

Clarification meetings may be requested by the Contracting Authority to enable it to understand any submissions for the purpose of conducting the procurement process. Nothing presented at these meetings will be evaluated.

## Deadline for Receipt of Tenders

Tenders must be submitted no later than the Deadline for Receipt of Tenders as set out in section 6.2 Procurement Timetable. Any submissions received after this deadline may not be considered by the Contracting Authority.

# Evaluation and Award

## Evaluation Process Overview

The Evaluation process that will be followed by the Contracting Authority is set out below. The process is designed to enable the Contracting Authority to distinguish the technical and commercial approach of Tenderers and to test the eligibility, robustness and quality of their proposals for providing the Works in accordance with the Contract.

## Abnormally Low Tenders

The commercial submissions will be reviewed to consider if any Tender appears to be abnormally low.

Following this initial review, if the Contracting Authority remains concerned that a Tender is abnormally low then a written explanation of the offer, or those parts which the Contracting Authority considers contributes to the offer being abnormally low, will be requested from the Tenderer. The Contracting Authority will take into account the written explanation received from the Tenderer.

If, after the written explanation has been provided by the Tenderer, the Contracting Authority is still of the opinion that an abnormally low offer has been submitted, then the Contracting Authority will confirm this to the Tenderer and will advise that the Tender is rejected.

## Stage 1 Completeness and Initial Compliance Check

The Contracting Authority shall:

* Establish whether all required information has been submitted by the Deadline for the Receipt of Tenders (i.e. that they are a Compliant Tender). This includes the signed Acceptance of Tendering Conditions, Mandatory Undertaking and Conflicts of Interest and to ensure that the Contract conditions remain unqualified.
* Establish whether the Tenderer and/or a Relevant Company should be excluded from the Procurement on the basis of not meeting the minimum requirements set out in this document and in the relevant Appendices.

|  |  |  |
| --- | --- | --- |
| **Stage 1: QUALIFICATION** | | |
| QUALIFICATION | Acceptance of Tendering Conditions | Pass /Fail |
| Grounds for Exclusion | Pass/Fail |

Only those Compliant Tenders which have passed (or not failed) in respect of this stage 1 will proceed to Stage 2 below.

## Stage 2 Technical Evaluation

The Evaluation process will use the criteria and weightings provided in the table below to undertake a review of all compliant Tenders. That review will enable the Contracting Authority to distinguish the technical and commercial capability of Tenderers, test the robustness and quality of their proposals for providing the Works, and determine the Most Economically Advantageous Tender from the point of view of the Contracting Authority in relation to the delivery of this Contract. The split between the Technical and Commercial scores will be 20:80.

The inclusion of any inappropriate or unrelated material (e.g. general marketing or promotional material) which has not been specifically requested by this ITT will not be considered by the Contracting Authority in its Evaluation process.

Technical Submission / Evaluation Criteria

|  |  |  |
| --- | --- | --- |
| **SECTION C: TECHNICAL AND PROFESSIONAL ABILITY** | | |
| TECHNICAL AND PROFESSIONAL ABILITY | 6) Organisation and Project Team | 30% |
| 7) Service Levels | 40% |
| 8) Supply Chain and Ethical Sourcing and responsible procurement | 15% |
| 10) Samples | 15% |

A full set of Evaluation Criteria, weightings and guidance notes is included at Appendix A.

The Contracting Authority reserves the right to exclude any Tenderer if they score ‘Unsatisfactory’ for any of the Scored Award Criteria.

## Stage 4 – Commercial Evaluation

Tenderers are required to complete the Pricing Schedule included at Appendix C. The Pricing Schedule will be scored in accordance with the instructions given below.

The commercial score is allocated 80% of the evaluation weighting.

The commercial score will be calculated utilising the following formula:

|  |  |  |
| --- | --- | --- |
| Lowest ‘Tender Price’ | x 100% | = Score |
| Tenderer’s Price |

The Evaluation of the commercial submissions will generate a total commercial score out of 80.

* Tenderers should Complete the Excel sheet titled Uniform Schedule providing costs where prompted in all tabs and all cells highlighted in yellow. Failure to provide all information as prompted may result in a non-compliant bid and thus exclusion from the tender.
* The ‘Tender Price’ will be calculated by totalling the total cost provided for Category (A+B )
* The Supplier with the lowest Total Tender Cost will be awarded the maximum score of 80.
* Other tenders will be awarded marks based on the following formula above (Lowest Tender / Tender) x 80).

Please ensure that:

* Information and a price must be supplied for each item on the list. If your company is unable to provide an item on the list it must provide an alternative that meets the requirements as set out in the specification.

The Contracting Authority may decide to:

* Award each category to a different tenderer; or
* Award all categories to one bidder.

Please note that:

* The numbers are provided for the purpose of tender evaluation. The actual number procured and timing of purchase may vary

Post Tender Clarification Meetings

In addition to seeking written clarification through LS019@londonstadium185.com, where the Contracting Authority considers it appropriate, Tenderers may be required to attend a clarification meeting In the event of such a meeting, the Contracting Authority will notify Tenderers of the time, date, maximum duration, and the issue(s) upon which Tenderers will be invited to comment. It is the responsibility of Tenderers to ensure the relevant members of their team are available to attend at the date and time notified by the Contracting Authority.

## Stage 5 - Award of Contract

Following the conclusion of the evaluation process, the Contracting Authority will inform in writing its intention to award the Contract to the Tenderer that has been evaluated as the Most Economically Advantageous Tender (MEAT).

# Appendix A: Award Criteria

Attached separately

# Appendix B: Acceptance of Tendering Conditions and Mandatory Undertaking

**Attached Separately**

# Appendix C: Specification and Pricing Schedule

Attached Separately