Volume 0 - Instructions for Tendering

London Stadium

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| Contract Title: | Fire Marshaling Services |
| Date: | May 2021  |
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# Introduction

London Stadium is a 60,000 multi-event venue in the heart of the Queen Elizabeth Olympic Park. The venue hosts Premier League football, international athletics, Major League Baseball, international rugby, Concerts and a range of conferences and community events. It also hosts tenant offices (including West Ham United), and has frequent contractor, partner and visitors using the building on a day-to-day basis.

London Stadium is seeking to appoint a Fire marshaling service provider to support its ongoing operations. Trained Fire Marshals carry out pre-event fire safety checks, proactive patrolling and responding to fire alarm actuations or reports of fire/smoke. Your company must have relevant experience from similar venues to the London Stadium.

A similar tender was issue in 2020 that has not been progressed as services have not been required during the period of Covid19 restrictions. Information provide in that tender (and in response to it) is out of date. That tender is superseded by this tender document. However, the vast majority of the ITT remain the same, with a revised contract term (2 years) being the most prominent change.

The London Stadium or “LS” (the Contracting Authority) is a 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.

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 also provides direction on what Tenderers must submit and how to submit it. It also explains the 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: Instructions for Tendering** (this document) **–** Explains the general purpose and structure of this ITT and describes the information Tenderers should include in their technical and commercial submissions. This document also explains how the Contracting Authority will determine compliance and evaluate Tender submissions including providing details of the Award Criteria.
* **Volume 1: The Contract –** Is a standardised services contract., which all Tenderers need to read and confirm agreement to and upon which the successful Tenderer will enter into the agreement with the Contracting Authority.

To submit a tender, you must submit a response that addresses both the technical and commercial information.

Disclaimers

This ITT and all other procurement documents associated with the Procurement process are made available in good faith. 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 reasonableness, 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 do the following with no liability on its part:

* 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 (including any Relevant Company) is guilty of serious misrepresentation in relation to any response made by the Tenderer or a Relevant Company, and/or any aspect of this Procurement process;
* if, in the Contracting Authority’s 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-contractor of the Tenderer or any of their respective professional advisers. Any conflicts that may exist must be resolved to the satisfaction of the Contracting Authority.

All Tenderers are solely responsible for all their costs and expenses (and any costs and expenses of any Relevant Company or any party associated with the Procurement) incurred in connection with this Procurement process 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.

# Tendering Instructions

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.

All communications should be via the email address LS015@londonstadium185.com.

All Tenders must be submitted in accordance with the terms of this ITT and contain:

**Technical Submission:**

All questions in the technical section must be addressed and responded to. Technical submissions should be structured in accordance with the questions, using Arial font size 11. Some questions may require ancillary documents (such as evidence) to be provided to support the answer. If required, this will be stated in the question. The technical submission must be submitted in a separate document to the commercial submission.

**Commercial Submission:**

The pricing schedule must be completed and must include all costs that will be required to deliver the Services. For the avoidance of doubt:

* Any significant costs not included in the tender and requested post tender to deliver the services stated will not be acceptable.
* All prices submitted must be exclusive of VAT.

Commercial Submissions are to be submitted using the Pricing Schedule included at Appendix B. The commercial submission must be submitted in a separate document to the technical submission.

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 should be added to the end of the relevant section to provide a complete price for the services being tendered.

Tenders must remain open for acceptance by the Contracting Authority for the minimum period of four months commencing from the deadline for receipt of Initial Tenders.

If there are any clarifications or changes to the specification these will be posted to the Contract Finder Procurement portal. Please ensure you register for update alerts on the system to receive these automatically Tenders not complying with the ITT instructions may be rejected. Any tender in respect of which the Tenderer (or any Relevant Company or other company associated with the Tenderer):

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 the 18 June 2021x. Information should be uploaded to LS015@londonstadium185.com.

Tenders not complying with the ITT instructions may be rejected. Any tender in respect of which the Tenderer (or any Relevant Company or other company associated with the Tenderer):

* 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 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.

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

## Confidentiality

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.

# Procurement Process

Tenderers should respond to, and address, the technical and commercial aspects of the required submission.

Once submitted the Contracting Authority will carry out the evaluation of the Final Tenders in accordance with section 4 below.

The Contracting Authority will award the Contract based on the evaluation of the Final Tenders.

Following the conclusion of the evaluation process in accordance with Section 4 below, the Contracting Authority will notify all Tenderers of any decision to award the Contract.

Tender Clarifications

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
* 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;
* 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;
1. **Evaluation and Award**

The Evaluation process that will be followed by the Contracting Authority as set-out below.

Step 1: Completeness and Compliance

The Contracting Authority shall establish whether:

* all required information has been submitted by the deadline for the receipt of Initial Tenders (i.e. that they are a compliant tender).
* the Tenderer and/or a Relevant Company should be excluded from the Procurement for not supplying the required information in a compliant manner.

Step 2: Technical Evaluation

Only those Initial Tenders that have successfully passed Step 1 will be evaluated.

Technical submissions should cover all areas of Appendix A: “Specification / Scope of Services” and should provide information that address the technical evaluation criteria below. If there are any clarifications or changes to the specification these will be posted to the Contract Finder Procurement portal. Please ensure you register for update alerts on the system to receive these automatically.

The Contracting Authority will undertake the evaluation of the technical responses in accordance with the Award Criteria (as set out below). The Award Criteria technical question weightings are as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Criteria** | **Evidence**  | **Weighting** | **Areas expected in Submission** |
| Acceptance of Contract Terms  | Statement in response / Any material comments on contract stated in responseIf contract is unacceptable then provide your proposed terms and conditions for review | Pass / Fail | State Acceptance of contract terms. Minor amendments will be reviewed to determine if acceptable or disqualify the tenderer |
| Signed “Acceptance of Tendering Conditions and Mandatory Undertaking” | Submission of completed and signed Appendix C | Pass / Fail | Submission of completed and signed Appendix C |
| Company Experience and Key Personnel | Service provider has relevant experience of providing similar services to venues and for similar events to those staged at the London StadiumIdentified team with the expertise to deliver, maintain and develop the system | 20 | Examples of Stadia and other venues where provided similar services. See template evaluation table for more details. |
| Event Days Services  | Approach delivers resources that meet the event management plan. | 30 | Demonstrate ability to deliver all the services. See template evaluation table for more details. |
| **Total** |  | **50** |  |

Each evaluator will award marks for each of the criteria using the following guidelines.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Unsatisfactory (0%)** | **Very Low Confidence (20%)** | **Low Confidence (35%)** | **Moderate Confidence (50%)** | **Good Confidence (65%)** | **Very Good Confidence (85%)** | **Excellent Confidence (100%)** |
| No response provided or the response received is wholly unsatisfactory response. | The response demonstrates a very poor approach and gives a very low degree of confidence in the Tenderer ability to successfully deliver. | The response demonstrates a poor approach and gives a low degree of confidence in the Tenderer ability to successfully deliver. | The response demonstrates an adequate approach and gives a moderate degree of confidence in the Tenderer ability to successfully deliver. | The response demonstrates a good approach and gives a high degree of confidence in Tenderer ability to successfully deliver. | The response demonstrates a very good approach and gives a high degree of confidence in Tenderer ability to successfully deliver. | The response demonstrates an excellent approach and gives a very high degree of confidence in Tenderer ability to successfully deliver. |

Evaluation of the technical submissions will generate a total technical score out of 50.

Step 3: Commercial Evaluation

The commercial submissions of the Tenderers who have passed evaluation Step 2 will be evaluated by the Contracting Authority.

The Pricing Schedule (Appendix B) will be evaluated by the Contracting Authority to validate the Tendered Total of the Prices. The Contracting Authority may require Tenderers to respond to any clarifications it considers necessary to achieve a full understanding of the Tenderer’s completed Pricing Schedule.

Tenderers are reminded that they must include all costs that will be required to deliver the project. Any significant costs not included in the tender to deliver the tenderers scope of services, and then requested post tender, will not be acceptable. If a Tenderer believes the Pricing Schedule heading do not fully itemise the scope of work, additional items should be added to the end of the “Other” section in the table to provide a complete price for the services being tendered.

Step 4: Award of Contract

Following the conclusion of the evaluation process the Contracting Authority will obtain all necessary internal approvals and notify all Tenderers of the outcome of the Procurement.

The contract issued will the Professional Services Contract attached.

# Procurement Timetable

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| --- | --- |
| **Activity** | **Indicative Date** |
| Publication of Invitation to Tender (ITT) | 24 May 2021 |
| Deadline for receipt of Tenders | 18 June 2021 |
| Evaluation Complete | 30 June 2021 |
| Notification of decision to award contract | 8 July 2021 |
| Expected Contract Start | 1 August 2021 |

The Contracting Authority reserves the right to amend these timescales and to introduce an additional stage or stages into the Procurement process within the scope of the Regulations.

# Appendix A: Specification

Refer to ‘Fire Marshal Specification’ attached separately

# Appendix B: Pricing Schedule

Please provide costs for the following event day Service, based on a 3pm football match.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Fire Marshals  | Number | Start | Finish  | Hours | Rate | Total |
| Fire Assessor | 1 | 10:00 | 19:00 | 9 |  |  |
| Fire Team Supervisors | 2 | 10:00 | 19:00 | 9 |  |  |
| Fire Marshals  | 12 | 11:00 | 19:00 | 8 |  |  |
|  |  |  |  |  |  | A |

Please state any variations to the day rates that would apply for different event times.

The Total Cost (A) will be used for Evaluation. The lowest tender will be awarded 50 marks. Other tenders will be awarded marks based on the following formula:

(Lowest Tender / Tender) x 50

# Appendix C: Acceptance of Tendering Conditions and Mandatory Undertaking

Attached separately