

Volume 0 - Invitation to Tender

Contract Title: Copper Box Arena Car Park Work

Date: 31 May 2018

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1. Introduction

The London Legacy Development Corporation ('LLDC') is a Mayoral Development Corporation established under the Localism Act 2011. The LLDC's main objective is to ensure the legacy of the 2012 Games and the regeneration of the Queen Elizabeth Olympic Park (the Park) and the other adjacent and associated areas it is responsible for.

1.1. 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.

1.2. 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 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 NEC3 Engineering and Construction Contract, to which all Tenderers will need to read and confirm agreement and to which the successful tenderer will enter into.

- **Volume 2: The Works Information** – Detailed description of the nature, scope and extent of Works that the Tenderer will be required to provide pursuant to the Contract.
 - **Volume 3: The Site Information** – Description of the current Site conditions
- The ITT contains electronic web forms which can be accessed on-line in the Delta eSourcing portal. These need to be completed as part of the Tender. The electronic submission sections are as follows:
- **Qualification** – This section requests that the Tenderers comply with the mandatory requirements as set out at Appendix A (Award Criteria). The response made by the Tenderer to the qualification section is the Tenderer's qualification submission.
 - **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.

1.3. 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: 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 on the Procurement Portal. 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.
- **Appendix D: Submission Checklist** –Summary list of all information required to be provided by Tenderers in every Tender submission.

1.4. Glossary of terms

This Glossary applies to this Invitation to Tender document.

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 the LLDC 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.
Procurement Portal	The AWARD electronic procurement platform used by the Contracting Authority to conduct this procurement process.
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 in the Delta eSourcing Portal.
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.

1.5. 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.

2. The LLDC

The LLDC was established through powers provided to the Mayor of London in the Localism Act 2011 and is accountable to Londoners through the Mayor.

LLDC is responsible for the development of a lasting legacy for the Park after the completion of the 'Games' and the other adjacent and associated areas for which it is responsible.

London is proud to be the city that not only delivered an outstanding Games but also the most successful legacy programme in Olympic and Paralympic history. The hallmark of this success is the 560 acre Queen Elizabeth Olympic Park, already the most important new area in London, driving tangible social, economic and cultural growth.

LLDC works with a range of stakeholder organisations to fulfil the commitments made in bringing the 2012 Olympic Games and Paralympic Games to London, to benefit both London and the UK as a whole.

2.1 QEOP legacy objectives

When London was awarded the 2012 Olympic and Paralympic Games in July 2005, the world was responding not only to a vision of a spectacular summer of sport, but also to an inspirational transformation programme that would last a lifetime, 'the regeneration of an entire community for the direct benefit of everyone who lives there'. A core part of the vision was to inspire young people

and to deliver a stronger future for them. The host boroughs contained some of London's most deprived neighbourhoods and communities, and ambitious plans had long been fostered to regenerate this part of east London: to transform the post-industrial landscape while preserving local heritage, and to create stronger economic conditions and better life chances for its residents.

The LLDC is the organisation responsible for leading the redevelopment of QEOP and placing the Park at the centre of delivering that vision. Through enhanced transport and social infrastructure, new homes, new business space, world class sporting venues and facilities, and the largest urban shopping centre in Europe, Stratford is fast becoming a new metropolitan centre, rebalancing the city eastwards. Over ten years on from the successful bid to host the Games, this part of the capital is almost unrecognisable.

The Park itself, with its attractive, biodiverse and extensive parkland and recreation areas, as one of the capital's leading attractions has increased the area's pull as a destination for domestic and international visitors alike. And there has been good progress in delivering the 'Convergence' ambition to enhance the social and economic chances of residents of the area in line with the rest of the capital¹ with, for example, local employment rates and household incomes, as well as pupil attainment levels, improving.

So much has been achieved, but there are significant opportunities to do more. London as a whole needs dynamic change and evolution in order to keep its place as a truly global city which benefits the whole of the UK through its economy and innovations.

The next phase of development at the Park will further enhance London's position as a leading Global City with plans for housing, educational institutions and cultural sites, building on the success of securing the future of the site and venues.

Core to this programme will be the delivery of opportunities that can be accessed by all regardless of gender, disability, race or background and a recognition that these plans will only truly deliver the full potential benefit to the local community if enhanced by the injection of enterprise and aspiration that a grouping of great universities and cultural bodies can bring. Education, arts and culture are now firmly at the heart of Queen Elizabeth Olympic Park, and will be fully knitted into existing arts and culture and education provision and communities in the surrounding area

The LLDC is responsible for overseeing the transformation of the QEOP and surrounding area into a home for people, businesses, sports, culture and education. The result so far is a compelling story of regeneration, with the potential to deliver 20,000 new homes and 50,000 jobs in and around the QEOP. All helping to fuel growth in east London, the capital's most diverse, young, entrepreneurial, cosmopolitan, arts-loving, energetic and digital destination - and the fastest-growing part of the city.

The south of the QEOP opened to the public in 2014 and has already become hugely popular, attracting hundreds of thousands of visitors every month. The QEOP's evolving story is unveiling new attractions year after year; with nine million annual visitors anticipated by 2017.

¹ The Growth Borough's Convergence Strategy provides that 'within 20 years the residents of the Boroughs that hosted the Olympic and Paralympic Games will have the same social and economic chances as their neighbours across London'. Queen Elizabeth Olympic Park and its contribution to meeting the convergence agenda was identified as the top priority in the GLA's London Plan (to 2031).

When fully complete, the QEOP will offer:

- Five world-class sporting venues, a legacy from London 2012
- Five residential neighbourhoods
- The International Quarter, offering 37,000m² of workspace
- Here East, providing 11,000m² of digital campus space, supporting the UK's flourishing creative and digital industries
- Proximity to Westfield Stratford City, northern Europe's largest urban shopping mall, which attracted more than 40 million visits in 2013
- Rapid transport links, with nine rail and tube lines bringing the QEOP within easy reach of the City, central London, national and international stations and airports
- A mix of business, housing, sport and retail uses creating a superb environment for sustainable growth
- The Stratford Waterfront development
- The UCL East University Quarter development

The LLDC is therefore looking to work with partners and contractors that share in the delivery of its vision and come forward with meaningful proposals to achieve its legacy objectives.

2.2 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.

2.3 LLDC Commitment to Procurement Best Practice

The LLDC 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.

2.4 LLDC Policies and Strategies

2.5.1 Priority Themes

The LLDC has developed three Priority Themes, which run through all of its policy areas and are intended to reflect its social, economic and environmental purposes, define its contribution to the shared objective of 'Convergence' and to shape and drive its whole work programme:

- Promoting Convergence and community participation;
- Championing equalities and inclusion; and
- Ensuring high quality design and sustainability.

To deliver its priority theme commitments the LLDC has developed several policies and strategies to set out its priorities for action across all of its work areas. These are available on the LLDC website: <http://queenelizabetholympicpark.co.uk/our-story/the-legacy-corporation/policies>.

The following policies and strategies that make up the priority themes are relevant to the delivery of this contract:

- Environmental Sustainability Policy
- Socio-Economic Policy

2.5.2 Environmental Sustainability Vision and Policy

The LLDC's environmental sustainability policy contains key targets that it has set itself in the areas of energy conservation and carbon reduction, materials selection, waste management, transport and connectivity, biodiversity and open space and the facilitation of sustainable lifestyles. The Contractor may be required to assist the LLDC to meet environmental sustainability targets and to provide monitoring data during the term of the Contract to enable the LLDC to assess the Contractor's performance against the key targets set out in their strategies.

2.5.3 Socio Economic Policy

The Socio-Economic policy sets out the LLDC's commitment to using the construction and management of the Park to support local residents and under-represented groups benefit from learning and employment opportunities on the QEOP and surrounding areas.

Working with its employer and developer partners, the LLDC seeks to implement a number of key components of its legacy objectives for the Park including:

- Contribute to reducing unemployment by creating sustainable employment across skills levels and in a range of sectors for local people and under-represented groups,
- Provide apprenticeship opportunities
- A commitment to meet key equality and inclusion objectives to help create a safe and inclusive environment that welcomes diverse communities.
- Promote payment of the London Living Wage as a means of raising median earnings of local residents.

The successful Tenderer will be expected to comply with all applicable statutory requirements and will be required to provide periodic monitoring data to allow assessment of the Contractor's performance in this area.

2.5.4 Fraud, Corruption & Whistle-blowing

As a public body, the LLDC has implemented stringent requirements to prevent fraud and corruption and to implement procedures to protect whistleblowers throughout its workforce. It expects the successful Tenderer to implement their own robust procedures to ensure ethical standards throughout their workforce. Tenderers must only submit a response to this ITT if they can comply with and will continue to comply with the terms of the Mandatory Undertaking.

2.5.5 Health, Safety and Environment

The LLDC requires high standards of health and safety to be adopted and maintained by its contractors and consultants, in accordance with its Health, Safety and Environment Standard.

The Contractor will be required to comply with the standards in this area and to provide relevant data to demonstrate if required.

2.5.6 Security

Security is paramount in achieving a safe and secure Legacy for QEOP. The LLDC requires that appropriate security arrangements are used by contractors and consultants in accordance with its requirements for physical Park and site-specific security, as well as information security management procedures.

2.5.7 Quality Assurance

Quality in the provision of works and services is paramount in the LLDC achieving its aim for the delivery of the Legacy. It will require the Contractor to have in place appropriate quality assurance processes and procedures commensurate with the aspirations of the LLDC in creating world-class educational facilities. The minimum levels that are acceptable for this Contract are outlined in the ITT questions and Evaluation Criteria section of the ITT below.

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.

2.5 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>.

Shortlisted applicants will be invited to provide the following information:

- Number of employees
- Turnover
- Balance sheet total
- Ethnicity profile of workforce
- Staff gender profile

3. Project Location

The project is based on the Queen Elizabeth Olympic Park, specifically within the car parking areas to the North and South of the Copper Box Arena.

4. Project Overview

The activities to be undertaken by the successful Tenderer are detailed in Volume 2 (Works Information) and include everything required to provide the design, construction, testing and commissioning of:

Copper Box Arena Car Park (South)

- Formation of resin bonded finish to areas
- Formation of macadam finish to areas and repairs to existing surface.
- Installation of removable steel vehicular bollards to areas.
- Relocation of large planters.
- Demarcation of car park routes/spaces etc. throughout.
- Provision of parking space stops.
- Provision of electric car charging points.
- Relocation of existing vehicular access system hardware (e.g. barrier, sensor etc.)
- Provision of ANPR system and associated hardware (e.g. payment machines).
- Associated builders and electrical connection work.

Copper Box Arena Car Park (North)

- Partial removal of existing line demarcation.
- Demarcation of new motorcycle parking spaces.

Copper Box Internal

- Provision of new and refurbishment of existing ANPR payment system.
- Associated builders work.

4.1 Project stakeholders

The LLDC 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.

5. Tendering Instructions

5.1 Responding to this ITT

Tenderers must acknowledge receipt of this ITT on the Procurement Portal.

5.2 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 LLDC 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 LLDC reserves the right not to consider any material which is not included within the Tender.

5.3 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 LLDC 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 the Procurement Portal. 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 LLDC 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 **Pass / Fail Criteria** – all questions in the pass / fail 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 the Procurement Portal and from the date of publication will be deemed to be part of this ITT.

Tenders must be submitted using the Procurement Portal, further details of which are contained in this document.

5.4 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 the Procurement Portal. To ensure that you have access to all the files you need, you will need to access the Procurement Portal 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.

If you decide not to proceed with a Tender for this Contract then confirm that you will "Decline to Respond" within the Procurement Portal. This will alert the LLDC that you are not proposing to respond to this ITT.

Step 3: Read the questions carefully

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

Step 4: Prepare your response

The ITT is in an electronic form which can be accessed via the Procurement Portal.

Answering questions and providing evidence; 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. Responses must not cross refer to any other question response, document or material including websites. The Contracting Authority reserves the right not to consider any response to a technical question which does not comply with this instruction.

It is strongly recommended that Tenderers upload documents in MS Office™ Word/Adobe PDF or MS Office™ Excel for financial data. Tenderers should note that all files uploaded onto the Procurement Portal cannot be amended by anyone and that original files uploaded by Tenderers will be maintained in an un-altered state on the system right through the Procurement process.

Tenderers are advised to check the operation of the upload facility within the Procurement Portal and are advised it is for the Tenderer to ensure that they 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 in alphabetical order. Usually, the file name required for any particular attachment will be notified in the Technical question.

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

The LLDC 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.

5.5 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.

5.6 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.

5.7 Procurement Portal

All Tender documents must be submitted using the Procurement Portal. Further details and assistance with submitting Tenders via the Procurement Portal can be found within Delta, and via the Helpdesk and support provided by Delta.

5.8 Tenderers, Groups of Economic Operators and Subconsultants

In responding to the qualification section, Tenderers must notify any change in the identity of the proposed sub-consultants 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 reject or require modification of any proposed change.

Within their Appendix B 'Acceptance of Tendering Conditions' Tender Submission 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 of any matter of which it becomes aware that renders or could render any aspect of its Tender untrue, inaccurate and/or misleading.

5.9 Confidentiality and No Marketing Rights

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.

5.10 Submission Requirements

All submissions shall be made via the Procurement Portal prior to the Deadline for Receipt of Tenders.

6. Procurement process

6.1 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.

6.2 Procurement Timetable

The indicative timetable for the Procurement is set out below:

Key Milestone	Expected Date
Publication of Invitation to Tender (ITT)	31/05/2018.
Tender briefing day and Site Visit	07/06/2018
Deadline for receipt of ITT clarifications/queries	15/06/2018
Deadline for receipt of Tenders: 1200 hours on	02/07/2018
Award decision letters issued	23/07/2018
Execute Contract	13/08/2018
Start date of Contract	24/09/2018

6.3 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 and via the Procurement Portal. 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.

6.4 Deadline for Receipt of Tenders

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

7. Evaluation and Award

7.1 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.

7.2 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.

7.3 Stage 1 Assessment of Tenders

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. The Contracting Authority will check the Tender returns against the submission checklist contained at Appendix D to this document;
- 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.

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

7.4 Stage 2 Pass / Fail Criteria

Tenderers are required to answer all the pass / fail questions. Tenderers that fail any of the pass/fail questions, as set out in this ITT document and on the Procurement Portal will be excluded from further consideration and will not proceed to stage 3 below.

SECTION A: QUALIFICATION			
QUALIFICATION	Acceptance of Tendering Conditions	A1 Acceptance of Tendering Conditions and Mandatory Undertaking	Pass /Fail
SECTION B: GENERAL SECTION, STATEMENTS AND ELIGIBILITY			
GENERAL SECTION , STATEMENTS AND ELIGIBILITY	Supplier Information	B1 - B34 Supplier Information	For Information
	Financial Details	B35 - B45 Financial Details	Pass /Fail
	Exclusion Criteria	B46- B56 Grounds for Mandatory Exclusion	Pass /Fail
		B57 - B68 Grounds for Discretionary Exclusion	Pass /Fail
	Insurance	B69 Insurance	Pass /Fail
	Equality	B70 Compliance with Equality Legislation	Pass /Fail
	Environmental Management	B71 Environmental Management	Pass /Fail
	Health and Safety	B72 Health and Safety	Pass /Fail
	Modern Slavery Act	B73 - B74 Modern Slavery Act	Pass /Fail

7.5 Stage 3 Technical and Commercial 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 LLDC 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 LLDC in relation to the delivery of this Contract.

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 LLDC in its Evaluation process and is likely to detract from the quality of the Tenderer's response

Technical Submission / Evaluation Criteria

SECTION C: TECHNICAL AND PROFESSIONAL ABILITY	
Leadership, Organisation and Management	10%
Key People	5%
Methodology	15%
Delivering the Contract on Time	10%

Quality Management	10%
Risk Management	10%
Stakeholder Management	10%
Commercial	30%

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

Tenderers are reminded to adhere to the page count when providing responses to this section. Where a page count for a question response has not been complied with, the Tenderer will be requested to confirm via the Procurement Portal which pages from their response submission the Contracting Authority is to consider for evaluation purposes.

Commercial Scoring

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 30% of the evaluation weighting. In assessing the commercial submission, the Contracting Authority will score the Pricing Schedule utilising the following formula:

$$\frac{\text{Lowest Notional Price}}{\text{Tenderer's Notional Price}} \times 100\% = \text{score \% (x 30\% as criteria weighting)}$$

Tenderers must also complete Contract Data Part 2 and submit this with their Commercial Response. The price and fees in this document must match those in the Pricing Document. Whilst Contract Data Part 2 will not be evaluated directly, the prices and fees contained in it will be included in the Notional Price (as set out in the Pricing Document) and evaluated as described above.

Post Tender Clarification Meetings

In addition to seeking written clarification through the Procurement Portal, 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.

A standstill period of 10 calendar days will apply following the tender analysis period, and prior to issue of the Contract Award letter.

7.6 Stage 4 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

Award Criteria		
C1	Leadership, Organisation and Management	10%
C2	Key People	5%
C3	Methodology	15%
C4	Delivering the Contract on Time	10%
C5	Quality Management	10%
C6	Risk Management	10%
C7	Stakeholder Management	10%
-	Commercial	30%

Appendix B: Acceptance of Tendering Conditions and Mandatory Undertaking

Queen Elizabeth Olympic Park, Copper Box Arena Car Park Work

CONFIRMATION OF ACCEPTANCE OF TENDERING CONDITIONS

FROM: [INSERT NAME, ADDRESS AND CONTACT DETAILS OF TENDERER] ("Tenderer")

TO: London Legacy Development Corporation

DATE: [INSERT]

Dear Sirs,

Re: Procurement by LLDC of Copper Box Arena Car Park Work

Pursuant to an Invitation to Tender ("ITT") by the LLDC to the Tenderer on 31 May 2018 we the undersigned undertake that we have read the terms of the ITT and agree to be bound by such terms and have submitted a Tender in accordance with the terms of the ITT.

Where capitalised terms are used in this undertaking they shall have the same meaning as given to such terms in the ITT unless otherwise expressly stated to the contrary in this undertaking. A reference to a person includes firms, partnerships, statutory and non-statutory entities and corporations and their successors and permitted assignees or transferees.

We the undersigned undertake as follows:

1. that we have not included any condition qualifying our Tender in any unauthorised manner or altered any aspect of the ITT in any way; and
2. to confirm that our Tender shall remain open for acceptance by the LLDC for a period of 90 Working Days from the date of this undertaking and we shall not withdraw this Tender during this period; and
3. to execute the Contract in the form specified at Appendix C of the ITT. Unless and until a formal agreement is prepared and executed, we confirm that our Tender together with your acceptance thereof in writing shall constitute a binding contract between us; and
4. we have submitted a bona fide Tender, intended to be competitive and we have not fixed or adjusted our Prices by or under or in accordance with any agreement or arrangement with any other Tenderer.
5. we have not and we undertake that we will not do at any time before the hour and date specified for the return of the Tender in the ITT any of the following acts:
 - communicate to a person other than an appropriate member of the LLDC our pricing information to be included in our Tender, except where the disclosure, in confidence, of such pricing information (or any component thereof) is necessary to obtain information/advice required for the preparation of the Tender; or

- enter into any agreement or arrangement with (i) any other person resulting (whether directly or indirectly) in that person refraining from submitting a Tender or (ii) another Tenderer concerning any rates/fees submitted or to be submitted by that Tenderer in any Tender; or
 - offer to pay or give or agree to pay or give any sum of money 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 any act or thing of the sort described above.
6. to confirm that we have not colluded, and will not collude, with any other potential or actual Tenderer in relation to the ITT in any way; and
 7. having made relevant and comprehensive enquiries of our organisation and all the organisations referred to in our Tender and our professional advisers, at the date of this undertaking we are aware of no Conflicts of Interest (whether professional or commercial) nor, to the best of our knowledge, is there likely to be any Conflict of Interest, should the Tenderer and the organisations referred to in our Tender be appointed as a Services provider; and
 8. as soon as we become aware or ought to have become aware of any actual or potential Conflict of Interest which may impact on the Tenderer's ability to perform the works, we shall notify the LLDC in writing; and
 9. we have not and will not undertake any activity, commercial or non-commercial, which makes or implies a direct or indirect association of the Tenderer with the Olympic Movement and its goods, services and activities generally, without the authorisation of the British Olympic Association or the International Olympic Committee (as appropriate), unless such action is expressly approved in writing prior to such action taking place by the LLDC.

We accept and agree that the LLDC will only consider our Tender on the basis of the above undertakings and we acknowledge that that the LLDC will rely on the above undertakings. We the undersigned confirm that the above undertakings are true and accurate and reflect our honestly held beliefs at the date of this undertaking and if circumstances change such that the undertakings set out above can no longer be honoured by the Tenderer, we will immediately notify the LLDC.

Signed on behalf of the Tenderer

(Director/Company Secretary)

Date.....

Name (print) Position.....

Signed on behalf of the Tenderer

(Director/Company Secretary)

Date.....

Name (print) Position.....

MANDATORY UNDERTAKING

Company Name – <<Insert Registered Name of the Tenderer>>

When you have completed your response to this ITT, please ensure that: -

- You have **answered** all appropriate questions on the LLDC eSourcing platform; and
- You have **enclosed** all documents requested; and
- You have **completed** the **red text entries** required in this Mandatory Undertaking; and
- You have **read, signed** (for the Tenderer and all Relevant Companies), **returned** an electronic copy of this Mandatory Undertaking to the Contracting Authority **before the Deadline for the Receipt of Application**.

1.1. Authority of Main Contact

I/We confirm that the representative named in the response to this ITT is authorised to act as the contact point on behalf of this Tenderer and all its Relevant Companies in dealings with the Contracting Authority during the Procurement, as set out in this ITT.

1.2. Disclaimers

I/We confirm that I/we have read and accept the disclaimers set out in Section 1.5 of Volume 0 of the ITT.

1.3. Accuracy of response

I/We certify that the information supplied is accurate to the best of my/our knowledge. I/We understand and accept that false information could result in exclusion from this procurement process.

I/We certify that I/we have made no alterations to the questions asked. I/we understand that if it is found that alterations, whether by addition, omission or substitution and whether made purposefully or not, have been made to the questions that I/we may be excluded from further consideration for any Contract to which this procurement process relates.

I/We undertake to notify the Contracting Authority as soon as practicable of any changes to any of the information given in response to this ITT that may arise during the Procurement.

1.4. Gifts and inducements

I/We also understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a Public Body. I/We also understand that any such action will empower the

Contracting Authority to cancel any contract currently in force and will result in exclusion from this procurement process.

I/We confirm that we have made careful enquiry of our respective organisations and are satisfied that no criminal offence and no offer of a gift, consideration, inducement and/or reward to any servant of the Contracting Authority or anyone acting on the Contracting Authority's behalf has been made in connection with this or any other Contracting Authority procurement.

1.5. Canvassing and solicitation

I/We confirm that I/we have not canvassed or solicited any officer or employee of the Contracting Authority or anyone acting on behalf of the Contracting Authority in connection with this pre-qualification process and that no person employed by me/us or acting in my/our behalf has done any such act.

I/We further hereby undertake that I/we will not in the future canvass or solicit any officer or employee of the Contracting Authority or anyone acting on behalf of the Contracting Authority in connection with this pre-qualification process and that no person employed by me/us or acting in my/our behalf will do any such act.

1.6. Bribery

I/We undertake that I/we will not offer or agree to pay or give, or pay or give any sum of money, inducement of valuable consideration directly or indirectly to any person or have done so or cause or have caused to be done in relation to any other response to this pre-qualification process any such act or omission.

1.7. Collusion

I/We undertake that I/we will not enter into any agreement or arrangement with any other person that he/she shall refrain from participating in this pre-qualification process.

I/We also undertake that I/we will not at any time discuss with any other person any aspect of our response, and as evidenced below have procured this same undertaking from the Relevant Companies.

1.8. Eligibility to engage in a public contract

I/We confirm that none of the grounds set out in regulation 57 of the PCR apply, other than those declared in response to questions in the ITT uploaded in LLDC eSourcing system.

1.9. Conflicts of Interest

Having made comprehensive enquiries of our organisation (including the Relevant Companies) we are not aware of any actual or potential conflict of interest, whether professional, commercial or other conflict of interest nor to the best of our knowledge is there likely to be a conflict of interest should the Tenderer or any Relevant Company be invited to enter into a contract with the Contracting Authority in relation to the Project.

1.10. No Marketing Rights

I/We have not and will not do any of the following and we will procure that our subcontractors, agents, advisors and/or representations do not do any of the following:

- Make a public statement or communicate in any form with the media in connection with this Procurement without first obtaining the prior written consent of the Contracting Authority;
- Use any trademarks, logos or other intellectual property rights associated with the Games, QEOP or the Stakeholders;
- Represent that the Tenderer or any Relevant Company is directly or indirectly associated in any way with the Games, the Contracting Authority or that its or their respective products and/or services are in any way endorsed by any Stakeholders; or

- Engage in any form of ambush marketing or marketing which creates or implies or refers to an association between the Tenderer, the Relevant Companies and or the Games; unless such action is expressly approved in writing by the Contracting Authority prior to such action taking place.

1.11. Confidentiality

I/We undertake to execute and be bound by the terms of the Confidentiality Undertaking attached to this ITT.

I/We acknowledge that the Contracting Authority may in its discretion publish the content of this ITT and any other documents issued by the Contracting Authority as part of this procurement process, including the full terms of any contract entered into as a result of this procurement process, to the general public.

1.12. Warranty

We accept and agree that the Contracting Authority will only consider our Tender on the basis of this Mandatory Undertaking and we acknowledge that the Contracting Authority will rely on this Mandatory Undertaking. We the undersigned confirm that the Mandatory Undertaking is true and accurate and reflects our honestly held beliefs at the date of this Undertaking and if circumstances change such that the undertakings set out in this Mandatory Undertaking can no longer be honoured by any of us, we will immediately notify the Contracting Authority.

Signature: <<insert your signature>>

Name: <<insert full name of signatory>>

Title: <<insert job title of signatory>>

For and on behalf of (Tenderer)

Signature: <<insert your signature>>

Name: <<insert full name of signatory>>

Title: <<insert job title of signatory>>

For and on behalf of (Relevant Company)

Signature: <<insert your signature>>

Name: <<insert full name of signatory>>

Title: <<insert job title of signatory>>

For and on behalf of (Relevant Company)

Signature: <<insert your signature>>

Name: <<insert full name of signatory>>

Title: <<insert job title of signatory>>

For and on behalf of (Relevant Company)

Conflicts of Interest

For the purposes of this contract a “Conflict of Interest” is:

- A situation where there is an actual or potential conflict between the financial, professional or personal interests of the Tenderer and those of the LLDC;
- Circumstances in which such a conflict may be perceived to exist by a reasonable member of the general public;
- Having any other conflict which you believe could have a real, potential or perceived impact on the ability to undertake the role of Contractor objectively and without prejudice.

Tenderers must consider, based on their knowledge of all the circumstances and reasonable enquiries, whether their tender or, if successful, their selection, might give rise to a Conflict of Interest which could affect interests of the LLDC or the Service Provider’s performance of the contract.

If any conflict of interest is identified please provide full details, including a statement of how it would be resolved. In the first instance, please limit your response to two sides of A4 (arial 11). If none, please state “None”.

For the avoidance of doubt, the LLDC reserves the right to reject and not to consider a Tender which includes a Conflict of Interest which in the LLDC’s reasonable view cannot be effectively remedied by other, less intrusive, measures.

Please upload your statements on the Procurement Portal as part of your Tender submission.

Appendix B1: Grounds for Exclusion

Grounds for mandatory exclusion

As per PCR 2015, Tenderers can be excluded from the procurement process based on the following mandatory exclusion criteria.

If in the last five years any member (Directors or partner or any other person who has powers of representation, decision or control) of the Tenderer or any of the Relevant Companies has been convicted of the following offences:

- (a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;
- (b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;
- (c) the common law offence of bribery;
- (d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;
- (e) any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:
 - (i) the offence of cheating the Revenue;
 - (ii) the offence of conspiracy to defraud;
 - (iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
 - (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
 - (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
 - (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
 - (vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
 - (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or
 - (ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

- (f) any offence listed—
 - (i) in section 41 of the Counter Terrorism Act 2008; or
 - (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;
- (g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);
- (h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;
- (i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;
- (j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;
- (k) an offence under section 59A of the Sexual Offences Act 2003;
- (l) an offence under section 71 of the Coroners and Justice Act 2009
- (m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
- (n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—
 - (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or
 - (ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.

Non-payment of taxes

A Tenderer may be excluded from the procurement process if has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the Tenderer is established (if outside the UK), that your Tender is in breach of obligations related to the payment of tax or social security contributions.

Grounds for discretionary exclusion – Part 1

The Contracting Authority may exclude a Tenderer if any of the following situations set out in paragraphs (a) to (i) have applied or currently apply to the Tenderer or any Relevant Companies:

- (a) has violated applicable obligations referred to in Regulation 56 (2) of the Public Contracts Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts

Directive as amended from time to time;

- (b) is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;
- (c) is guilty of grave professional misconduct, which renders its integrity questionable;
- (d) has entered into agreements with other economic operators aimed at distorting competition;
- (e) has a conflict of interest within the meaning of Regulation 24 of the Public Contracts Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures;
- (f) has a prior involvement in the preparation of the procurement procedure that has resulted in a distortion of competition, as referred to in the Regulation 41, that cannot be remedied by other, less intrusive, measures;
- (g) has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;
- (h) has—
 - (i) been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or
 - (ii) withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015; or
- (i) has undertaken to –
 - (aa) unduly influence the decision-making process of the Contracting Authority, or
 - (bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or
- (j) has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

Grounds for discretionary exclusion – Part 2

NOT USED

Conflicts of interest

In accordance with paragraph (e) above, the Contracting Authority may exclude the Tenderer if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Tenderer to inform the Contracting Authority, detailing the conflict. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Contracting Authority should not represent a conflict of interest for the Tenderer.

Taking Account of Tenderer's Past Performance

In accordance with paragraph (g) above, the Contracting Authority may assess the past performance of a Tenderer (through a Certificate of Performance provided by a Customer or other means of evidence). The Contracting Authority may take into account any failure to discharge obligations under the previous principal relevant contracts of the Tenderer completing this ITT. The Contracting Authority may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the Contracting Authority may re-assess reliability based on past performance at key stages in the procurement process (i.e. tender evaluation, contract award stage, etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

'Self-cleaning'

Any Tenderer that answers 'Yes' to criteria set out above in relation to the grounds for mandatory and discretionary exclusion should provide sufficient evidence that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively "self-cleans" the situation referred to in that question. The Tenderer has to demonstrate it has taken such remedial action, to the satisfaction of the Contracting Authority in each case.

If such evidence is considered by the Contracting Authority (whose decision will be final) as sufficient, the Tenderer concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Tenderer shall, as a minimum, prove that it has;

- paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
- clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Tenderer shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Contracting Authority to be insufficient, the Tenderer shall be given a statement of the reasons for that decision.

Appendix C: Pricing Schedule

Appendix D: Tender Submission Checklist

IMPORTANT NOTE

Tenderers must submit their Tenders via Delta eSourcing Portal before the Deadline for Submission of Tenders. Delta eSourcing Portal may not accept tenders submitted after the deadline even if uploading commences before the deadline. For this reason, Tenderers are advised to make sure they understand what is required and how the system works in good time. This includes ensuring they allow enough time to answer the questionnaire in Delta eSourcing Portal and for uploading documents.

Note that the following documents will need to be uploaded as separate files in Delta eSourcing Portal. Please, take this into account when preparing your tender submission:

Check list of submission for completeness

Project Name:

Name of Respondent:

Item No	Document / Item	Section in ITT	Submitted Yes / No	Reason not enclosed
	Qualification			
	Acceptance of Tendering Conditions	Appendix B		
	Mandatory Undertaking	Appendix B		
	Conflicts of Interest	Appendix B		
	Information			
	Supplier Information			
	Contact Details			
	Pass / Fail Criteria			
	Financial Details			
	Exclusion Criteria	Appendix B		
	Insurance			
	Equality			
	Environmental Management			
	Modern Slavery Act			
	Technical Submission			
	Leadership, Organisation and Management			
	Key People			
	Methodology			
	Delivering the Contract on Time			
	Quality Management			
	Risk Management			
	Stakeholder Management			
	Commercial Submission			
	Pricing Schedule	Appendix C		
	Contract Data Part 2	Volume 1		