



# **Instructions to Tenderers**

## **Provision of Building and Security Services**

***Public Procurement Excellence***

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## **INTRODUCTION**

- 1.1. The Royal Borough of Kensington and Chelsea (the “Authority”) invites Tenders for carrying out a range of building and security services across five (5) estates in the borough including concierge, CCTV monitoring, manned guarding, a patrol service, and oversight of various activities on the respective estates (the “Services”).
- 1.2. The Authority seeks to procure these Services in four (4) Lots as set out in paragraph 2 below and as detailed in the Specifications.
- 1.3. These Instructions to Tenderers (ITT) are issued simultaneously to all organisations invited to tender and are made available electronically on the Authority’s e-tendering portal, [capitalEsourcing](#) (the “Portal”). Tenderers should read the Tender Documents as soon after receipt as possible.
- 1.4. The Tender Documents should provide all the information required at this stage. However, Tenderers are free to ask questions or seek clarification as appropriate to enable them to complete their Tender. Questions must only be asked via the Portal.
- 1.5. Unless otherwise indicated, all words and expressions used in the ITT with an initial capital letter shall have the meanings set out in the Conditions of Contract.
- 1.6. The Successful Tenderer will be required to provide the Services at the contract price.
- 1.7. The Contract Period will commence on or around 1<sup>st</sup> February 2024 and will end on or around 31<sup>st</sup> January 2026. The Authority will be entitled at its absolute discretion to extend the Contract Period on the same terms for a further period or periods of up to two (2) years making possible a total Contract Period of four (4) years (i.e., on or around up to 31<sup>st</sup> January 2028).
- 1.8. The ITT describes the Authority’s requirements for the Services, the tendering process, and the commercial terms on which the Authority will contract in due course with the Successful Tenderer.
- 1.9. The ITT also sets out details on the form and content of Tenders and the timetable and other administrative arrangements for the tendering process.
- 1.10. The Specifications sets out the Authority’s minimum requirements for the provision of the Services. Tenderers are (in accordance with the provisions set out below) invited to submit Tenders by no later than 17.00 hours on 17<sup>th</sup> November 2023.
- 1.11. The evaluation of Tenders will be a two-stage procedure. The first stage will be compliance (please refer to Appendix 2) and the second stage will be award (please refer to Appendix 3).
- 1.12. A Tenderer will be required to meet the minimum standards prior to their Tender being evaluated against the award criteria. If a Tender fails to meet the minimum standards, then that Tender will not be taken forward for evaluation against the award criteria.

## **2. LOTTING OF SERVICES, APPOINTMENT UNDER THIS CONTRACT AND LOT VALUES**

- 2.1. The Services being procured have been categorised into four (4) lots as set out in Table 1 below:

<b>Table 1 – Details of Lots</b>		
<b>Lots</b>	<b>Blocks</b>	<b>Services</b>
<b>Lot 1 - World’s End Estate</b>	(a) Ashburnham Tower; (b) Berenger Tower; (c) Berenger Walk; (d) Blantyre Tower;	Please refer to the Specifications.

	(e) Blantyre Walk; (f) Chelsea Reach Tower; (g) Dartrey Tower; (h) Dartrey Walk; (i) Greaves Tower; (j) Middle Dartrey Walk; (k) Upper Berenger Walk; (l) Upper Blantyre Walk; (m) Upper Dartrey Walk; (n) Upper Whistler Walk; (o) Whistler Tower; and (p) Whistler Walk	
<b>Lot 2 - Trellick Tower</b>	(1) Trellick Tower; and (2) Edenham Way	Please refer to the Specifications.
<b>Lot 3 – Hazelwood Tower and Adair Tower</b>	(1) Hazelwood Tower; and (2) Adair Tower	Please refer to the Specifications.
<b>Lot 4 – Silchester Estate</b>	(1) Markland House; (2) Dixon House; (3) Frinstead House; (4) Whitstable House; (5) Kingsnorth House; (6) Shalfleet Drive; and (7) Wayneflete Square	Please refer to the Specifications. The Services for Silchester Estate are provisional and subject to resident consultation.

2.2. The Specifications provides further details in relation to the Services being procured.

2.3. Table 2 below sets out a summary of the lots and the number of Tenderers which the Authority intends to appoint under each lot:

<b>Table 2 – Tenderers to be appointed under each Lot</b>	
<b>Lots</b>	<b>Number of Tenderers to be appointed under each Lot</b>
Lot 1 – World's End Estate	1
Lot 2 - Trellick Tower	1
Lot 3 - Hazelwood Tower and Adair Tower	1
Lot 4 - Silchester Estate	1

2.4. One (1) Tenderer will be appointed for each lot as set out in Table 2 above. The Tenderer with the highest combined price and quality score for each lot will be appointed to deliver the Services in relation to that lot. Subject to a compliant Tender being submitted, the highest scoring Tenderer will be appointed for each lot.

2.5. Table 3 below sets out the estimated contract values for each of the four (4) Lots.

<b>Table 3 – Lot Contract Values</b>		
<b>Lots</b>	<b>Estimated spend per year (excluding VAT)</b>	<b>Estimated spend over the Contract Period (excluding VAT)</b>
Lot 1 - Worlds End Estate	£140,000.00	£560,000.00
Lot 2 - Trellick Tower	£80,000.00	£320,000.00
Lot 3 - Hazelwood Tower and Adair Tower	£80,000.00	£320,000.00
Lot 4 - Silchester Estate	£50,000.00	£200,000.00

- 2.6. Tenderers may bid for a single Lot or for any number of Lots and must indicate which lots they are bidding for in the Qualification Envelope.

### 3. **TENDERING TIMETABLE**

- 3.1. To ensure that the evaluation and award process is completed, and the Contract is executed prior to the Commencement Date, the Authority has set the following tendering timetable as shown in Table 4 below. The Authority reserves the right to amend the timetable.

<b>Table 4 – Tendering Timetable</b>	
<b>Activity</b>	<b>Date and Time</b>
Instructions to Tenderers and Tender Documents issued:	16 <sup>th</sup> November 2023
Closing date and time for submission of Tenderers' clarification questions ("ITT Clarifications Deadline"):	10 <sup>th</sup> November 2023, 17:00 hours
Closing date and time for receipt of Tenders ("Tender Submission Deadline"):	17 <sup>th</sup> November 2023, 17:00 hours
Tender evaluation on or around:	18 <sup>th</sup> November 2023 to 30 <sup>th</sup> November 2023
Notification of proposed award of Contract on or around:	15 <sup>th</sup> January 2024
Standstill period commences on or around:	16 <sup>th</sup> January 2024
Commencement Date of Contract on or around:	1 <sup>st</sup> February 2024

### 4. **RIGHT TO CANCEL OR VARY THE PROCESS**

- 4.1. The Authority reserves the right:
- 4.1.1. to abandon the tender process at any stage in relation to any or all of the Lots;
  - 4.1.2. to not award a contract in relation to any or all of the Lots;
  - 4.1.3. to part-award the Contract by awarding some Lots and suspending the award of other Lots at its sole discretion.;
  - 4.1.4. to reject any Tender, at any time, subject to relevant legislation;
  - 4.1.5. to require a Tenderer to clarify its submission in writing and/or provide additional information (failure to respond adequately may result in a Tenderer not being successful); and/or
  - 4.1.6. to amend the ITT and /or Tender Documents.

### 5. **CONSIDERATIONS PRIOR TO SUBMISSION OF TENDER**

#### 5.1. **Sufficiency of information**

5.1.1. The Tenderer shall ensure that it is familiar with the content, the extent and nature of its obligations as outlined in the Tender documents and shall in any event be deemed to have done so before submitting its Tender.

5.1.2. The Tenderer will be deemed for all purposes connected with the Tender Documents to have carried out all research, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent, volume and character of the Services (in the context of and as described in the Specifications) and the extent of the personnel, equipment, assets, plant and machinery which may be required and any other matter which may affect its Tender.

## **5.2. Costs and expenses**

5.2.1. All costs, expenses and liabilities incurred by the Tenderer in connection with the preparation and submission of the Tender will be borne by the Tenderer.

5.2.2. The Tenderer shall have no claim whatsoever against the Authority in respect of such costs and in particular (but without limitation) the Authority shall not make any payments to the Successful Tenderer or any other Tenderer save as expressly provided for in the Contract and (save to the extent set out in the Tender Documents) no compensation or remuneration shall otherwise be payable by the Authority to the Successful Tenderer in respect of the Services by reason of the scope of the Services being different from that envisaged by the Successful Tenderer or otherwise.

## **5.3. Further information and enquiries**

5.3.1. Any questions about this procurement should be submitted in writing via the Portal. Tenderers must clearly indicate, when submitting a question, which (if any) part of their question they view as confidential and applicable only to the Tenderer submitting the question. If the Authority does not agree that the question is confidential and applicable only to the Tenderer, the Tenderer will be given the right to withdraw the question without it being answered. If a question is not withdrawn, the response will be issued to all Tenderers.

5.3.2. The ITT Clarifications Deadline will be 17.00 hours on 10<sup>th</sup> November 2023.

5.3.3. Before the ITT Clarifications Deadline, a Tenderer is able to submit Clarification Questions through the messaging feature within the Portal, accessed via the 'messages' link. This should be used for all queries and requests for clarification regarding the procurement as it provides an effective and auditable trail. A Tenderer's queries will be secure and cannot be seen by any other Tenderers. The Authority will publish the questions and the responses in a suitably anonymous form via the 'messages' link in the Portal to all Tenderers before the Tender Submission Deadline.

5.3.4. Tenderers are reminded that this is the Open Procedure under the Public Contracts Regulations 2015, and that Tenders must be capable of acceptance in their own right and that negotiation is not permitted.

## **5.4. Site Inspections**

5.4.1. Services are to be provided from designated areas or accommodation, and Tenderers are invited to attend a site visit to inspect the accommodation where they will have the opportunity to view the site and meet key stakeholders from the Authority. Any questions raised by Tenderers during such inspections must be confirmed in writing and answers will be circulated to all Tenderers in accordance with paragraph 5.3.3.

## **5.5. Bidding Organisations and Groups**

5.5.1. The following definitions apply in the Tender Documents:

4.5.1.1 'Lead Tenderer' means where a Tenderer intends to act jointly in submitting a Tender and the participating organisations identified a Lead Tenderer; and

4.5.1.2 'Group' means a consortium of economic operators; and

4.5.1.3 'Prime Contractor' means a Lead Tenderer of a Group which intends that only the Lead Tenderer will enter a Contract with the Authority and the other members of the Group will participate as Significant Sub-contractors; and

4.5.1.4 'Significant Sub-contractor' means a member(s) of a Group that would not enter the Contract with the Authority but would rather participate as a sub-contractor(s) to the Prime Contractor.

5.5.2. Tenderers MUST be clear in their submissions as to whether they are following a Group approach and whether they will be participating by way of a Prime Contractor/Significant Sub-contracting arrangement or other. Tenderers should also be aware that if they are evaluated as a Group, the Authority may not permit the Group members or, if a subcontracting arrangement, any Significant Sub-contractor, to change at a later stage without revisiting the selection assessment process. Tenderers must therefore give careful thought as to the relationship of the various relevant organisations put forward in their Tender.

5.5.3. The Lead Tenderer will be responsible for the overall preparation and submission of the Tender on behalf of all members of a Group and MUST make clear the responsibilities/roles of Group members.

5.5.4. The Authority recognises that Groups and sub-contracting arrangements may be subject to future change (for example, agreement with a contractor may not be finalised at Tender stage). Tenderers should therefore respond in the light of such arrangements as are currently envisaged. In the event that a Tenderer proposes a change in the membership of its Group/Significant Sub-contractors following the submission of its Tender, the Lead Tenderer must immediately inform the Authority of such change (both additional members and departing members). The Authority reserves the right to refuse to consider or consent to changes in the Group or Significant Sub-contractors and/or to deselect any Tenderers whose proposed change means that they or their partners/Subcontractors no longer meet the Authority's minimum requirements or are subject to mandatory or discretionary grounds for exclusion. By submitting a Tender all other Tenderers shall be deemed to have consented to such future changes in the other Tenderer's Group or Significant Sub-contractors.

5.5.5. It is possible that a Group will be required to form a legal entity before entering into the Contract (and to do so within a timeframe prescribed by the Authority) and a Group could be rejected from this procurement for failing to do so. The Authority does not require a Group to have formed the legal entity which would enter the Contract, at this stage.

5.5.6. If a special purpose vehicle (SPV) is to be formed by a Group, the Contract must be supported by guarantees from any parent companies of members of a Group. The Authority reserves the right to seek clarification regarding the relationships between members of a Group and/or Significant Sub-contractors and/or a Prime Contractor/Significant Sub-contractors as part of the Tender process.

## **6. RESPONSE ENVELOPES AND THE TENDER**

6.1. Tenderers are invited to submit one (1) compliant Tender for each Lot they are tendering for. Variants are not permitted and will be rejected. A variant submission will be considered non-compliant and not substantially complete for the purposes of paragraph 1 in Appendix 2 (Compliance Check and Minimum Standards Assessment) of this ITT.

6.2. Within the Portal there are separate Invitation to Tenders comprising the following:

6.2.1. **Minimum Standards - Provision of Building and Security Services - To be completed by ALL Tenderers (Ref. itt\_RBKC\_17570):** This Invitation to Tender contains one (1) Response Envelope (i.e., the Qualification Envelope) and includes the Minimum Standards that must be completed by ALL Tenderers. Paragraph 6.3 below presents the Minimum Standards for qualification and Appendix 2 presents the Compliance Check and Minimum Standards Assessment.

6.2.2. **Lot 1 - Provision of Building and Security Services at World's End Estate (Ref. itt\_RBKC\_17573):** This Invitation to Tender relates to 'Lot 1 – World's End Estate' and includes two (2) Response Envelopes (i.e., the Technical Envelope that contains a series of quality questions, and the Commercial Envelope that contains the Pricing Document and various tender forms) for the Tenderer to complete and submit



as part of its Tender. Tenderers submitting a Tender for 'Lot 1' must complete and submit the relevant Response Envelopes. Paragraphs 6.8 and 6.9 presents the Technical Envelope and the Commercial Envelope and Appendix 3 presents the Tender Evaluation and Award Criteria.

6.2.3. **Lot 2 - Provision of Building and Security Services at Trellick Tower (Ref. itt\_RBKC\_17637):** This Invitation to Tender relates to 'Lot 2 – Trellick Tower' and includes two (2) Response Envelopes (i.e., the Technical Envelope that contains a series of quality questions, and the Commercial Envelope that contains the Pricing Document and various tender forms) for the Tenderer to complete and submit as part of its Tender. Tenderers submitting a Tender for 'Lot 2' must complete and submit the relevant Response Envelopes. Paragraphs 6.8 and 6.9 presents the Technical Envelope and the Commercial Envelope and Appendix 3 presents the Tender Evaluation and Award Criteria.

6.2.4. **Lot 3 - Provision of Building and Security Services at Hazelwood Tower and Adair Tower (Ref. itt\_RBKC\_17639):** This Invitation to Tender relates to 'Lot 3 – Hazelwood Tower and Adair Tower' and includes two (2) Response Envelopes (i.e., the Technical Envelope that contains a series of quality questions, and the Commercial Envelope that contains the Pricing Document and various tender forms) for the Tenderer to complete and submit as part of its Tender. Tenderers submitting a Tender for 'Lot 3' must complete and submit the relevant Response Envelopes. Paragraphs 6.8 and 6.9 presents the Technical Envelope and the Commercial Envelope and Appendix 3 presents the Tender Evaluation and Award Criteria.

6.2.5. **Lot 4 – Provision of Building and Security Services at Silchester Estate (Ref. itt\_RBKC\_17640):** This Invitation to Tender relates to 'Lot 4 – Silchester Estate' and includes two (2) Response Envelopes (i.e., the Technical Envelope that contains a series of quality questions, and the Commercial Envelope that contains the Pricing Document and various tender forms) for the Tenderer to complete and submit as part of its Tender. Tenderers submitting a Tender for 'Lot 4' must complete and submit the relevant Response Envelopes. Paragraphs 6.8 and 6.9 presents the Technical Envelope and the Commercial Envelope and Appendix 3 presents the Tender Evaluation and Award Criteria.

6.2.6. The Services in relation to Lot 4 – Silchester Estate are tentative and so, not definitive. Tenderers should note that the Services for this Lot should be considered as somewhat provisional in nature as the requirement for these services still need to be consulted with the residents of the estate. Nevertheless, tenders are being invited for this Lot and following the evaluation of all Tenders, a resident consultation will be carried out. Following the resident consultation, the Authority will decide whether to proceed with procurement of the Services in relation to Lot 4.

6.3. The **Qualification Envelope** – contains the Minimum Standards for qualification that a Tenderer must meet for the Tender to be evaluated, in terms of:

6.3.1. Mandatory and discretionary exclusion grounds as prescribed in the Public Contracts Regulations 2015;

6.3.2. Economic and financial standing;

6.3.3. Insurances held;

6.3.4. Modern slavery;

6.3.5. Confirmation of acceptance of the Conditions of Contract and the requirements set out in the Specifications; and

6.3.6. Confirmation in relation to the London Living Wage.

6.4. If a Tenderer does not meet any of the Minimum Standards it will be rejected.

6.5. The relevant Schedule of Confidential Information must be completed and returned (please refer to paragraph 15.2 below).

6.6. The Tenderer shall indicate which Lot(s) they are bidding for and shall submit responses to all sections of the Qualification Envelope.

## 6.7. The **Technical Envelope**

6.7.1. The Technical Envelope comprises a series of quality questions that relate to the award criteria.

6.7.2. By the Deadline for receipt of Tenders, the Tenderer shall submit responses to all sections of the Technical Envelope.

## 6.8. The **Commercial Envelope**

6.8.1. The Commercial Envelope comprises:

6.8.1.1. The Bona Fide Tendering Certificate;

6.8.1.2. The Non-Collusion Certificate;

6.8.1.3. The Form of Tender; and

6.8.1.4. The Pricing Document

6.8.2. The Tenderer shall complete all sections of the Commercial Envelope.

6.8.3. All prices and rates requested in the Commercial Envelope shall be inclusive of all disbursements and any other costs or expenses necessary for the proper performance of the Services and include for all provider risks under the Conditions of Contract. All prices and rates shall be exclusive of Value Added Tax (VAT). The Authority shall not pay any sum or sums other than those set out in the Pricing Document.

6.8.4. The Bona Fide Tendering Certificate, Non-Collusion Certificate and Form of Tender must be signed by the Tenderer/Lead Tenderer and all members of a Group (and where relevant all Significant Sub-contractors):

6.8.4.1. where the Tenderer is a partnership, by two duly authorised partners;

6.8.4.2. where the Tenderer is a company, by two directors or by a director and the secretary of the company or by a director and a witness who attests the signature, such persons being duly authorised for the purpose;

6.8.4.3. where the Tenderer is an individual by that individual;

6.8.4.4. where the Tenderer is a trust by two duly authorised persons.

6.8.5. The Tenderer shall produce forthwith upon request by the Authority documentary evidence of any authorisation referred to in paragraphs 6.9.4.

## 6.9. **Generally**

6.9.1. The Tenderer shall include in its Tender, details of all information or assumptions that it has taken into account in relation to the submission of its Tender which must in any event be in accordance with the requirements, conditions and stipulations of this ITT.

6.9.2. In addition, the Tenderer shall give further written or verbal details and information as may reasonably be requested by the Authority.

6.9.3. Tenderers are required to complete all sections of the Response Envelopes.

## 6.10. **Conditions of Contract**

6.10.1. Included as part of the Tender documents is the draft form of Contract to be entered into between the Authority and the Successful Tenderer. Mark-ups of Contract are not permitted. If any Tenderer does submit any mark-ups or includes in its Tender any statements which indicate that the Tenderer does not accept any or all of the terms of the Contract the Authority may reject that Tender.

## 6.11. **Specifications**

6.11.1. Included as part of the Tender documents are the Specifications for the Services for all four (4) Lots. Details of the Services for each Lot are set out in the Specifications.

## 6.12. **TUPE**

6.12.1. TUPE is likely to apply to this Contract. Included as part of the Tender Documents is the TUPE Schedule in relation to the Contractor to Contractor TUPE transfer. The TUPE Deed of Undertaking and Agreement is also included and must be completed before any employee information is made available to Tenderers to enable compliant Tender submissions.

#### 6.13. **Supplier System Guidance**

6.13.1. Included as part of the Tender Documents is the Supplier System Guidance which provides broad guidance to Tenderers on using the Portal.

### 7. **RETURN OF TENDERS**

7.1. Tenderers are required to submit their completed Response Envelopes through the Portal. Use of this system does not require the purchase of high specification IT equipment or connections, or high-level personal IT skills/capabilities. Tenderers are advised to complete their Response Envelopes in advance of the Tender Submission Deadline to allow time to request guidance where it is required. It is the responsibility of Tenderers to ensure they are familiar with the system and allow sufficient time for finalising their completed Response Envelopes. Tenders must be received no later than 17.00 hours on 17<sup>th</sup> November 2023. Any tender submitted after this time shall be rejected.

7.2. The Authority is not responsible for inaccurate or incomplete contact information input into the Portal by Tenderers. It is the responsibility of a Tenderer to ensure that the contact information they have entered for their organisation on the Portal is accurate and kept up to date. Important notification messages relevant to this procurement may not be received by a Tenderer should the contact information be inaccurate. If at any stage a Tenderer needs to update the contact information held for their organisation this can be achieved by submitting it via the Portal. The Authority is under no obligation to respond / follow-up on '*out of the office*' responses received from a Tenderer and so, Tenderers will need to make appropriate arrangements to deal with absences. For any technical advice or assistance relating to the Portal, if for any reason the Portal is not available, or, if for any reason the Portal is not working the way it is expected too, please contact the Portal helpdesk on 0800 069 8630 if inside the United Kingdom (UK) (or on +44 203 349 6601 or +44 203 608 4013 if outside the UK) between 8.00am to 6.00pm UK time, Monday to Friday, or email: [help@capitalesourcing.com](mailto:help@capitalesourcing.com). This email address should only be used where there are technical issues with the Portal. Otherwise, all questions and queries relating to this procurement should be submitted via the Portal.

7.3. All aspects (documents/attachments/responses) of completed Responses Envelopes must only be submitted electronically via the Portal. Once the completed Response Envelopes have been submitted a pop-up box will appear notifying the Tenderer. **The Tenderer is not permitted to return by email any part of the completed Response Envelopes. Any attempt to email any part of the completed Response Envelopes may result in the Tender being disqualified.**

7.4. All duly completed Response Envelopes must only be submitted via the Portal by the Tender Submission Deadline. **Tenderers are advised to allow plenty of time to submit their completed Response Envelopes onto the Portal as this will take some time to complete and the Authority reserves the right to disqualify and not evaluate any completed Response Envelopes submitted after the Tender Submission Deadline.**

7.5. All Forms of Tender must remain valid and open for acceptance by the Authority for a period of nine (9) months.

### 8. **REJECTION OF TENDERS**

8.1. The Authority reserves the right to reject any Tender submitted by a Tenderer in respect of which the Tenderer:

8.1.1. discloses to any third-party prices shown in its Tender except where such disclosure is made in confidence in order to obtain quotations necessary for the purposes of financing or insurance; and/or

- 8.1.2. enters into any agreement with any other person that such other person shall refrain from submitting a Tender or shall limit or restrict the prices to be shown by any other tenderer in its Tender; and/or
- 8.1.3. fixes prices in its Tender in accordance with any arrangement with any person or by reference to any other Tender; and/or
- 8.1.4. has submitted a price for delivering the Services which is abnormally low (in which case the process set out in the Public Contracts Regulations 2015 for abnormally low tenders shall first be followed); and/or
- 8.1.5. offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tenderer or any other person's proposed Tender any act or omission; and/or
- 8.1.6. in connection with the award of the Contract commits an offence under the Bribery Act 2010 or gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972; and/or
- 8.1.7. or any employee or agent of it has in relation to this procurement committed any act which is an offence under the Enterprise Act 2002; and/or
- 8.1.8. has directly or indirectly canvassed any member or official of the Authority concerning award of the Contract or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other tenderer or Tender submitted by any other tenderer; and/or
- 8.1.9. has done anything improper to influence the Authority during the Tender period; and/or
- 8.1.10. has failed to use the English language; and/or
- 8.1.11. has failed to return the Response Envelopes fully completed and signed; however, the Authority may request Tenderers whose information or documents appear to be incomplete or erroneous or where specific documents are missing to submit, supplement, clarify or complete the relevant information or documentation within an appropriate time limit, provided that such requests are made in full compliance with the principles of equal treatment and transparency.
- 8.2. The Authority also reserves the right to reject a Tender:
  - 8.2.1. from a Tenderer if another Tenderer has to the knowledge of the first named Tenderer named that first named Tenderer as a sub-contractor;
  - 8.2.2. from a Tenderer if that Tenderer has named as sub-contractor another person who to the knowledge of the first named Tenderer has submitted or intends to submit a Tender;
  - 8.2.3. from a group company of another Tenderer;
  - 8.2.4. from a person who is a member of a partnership or consortium which has submitted or intends to submit a Tender; or
  - 8.2.5. from a Tenderer where the Authority believes that there has been any form of co-operation or collusion with another Tenderer.
- 8.3. For the avoidance of doubt any non-acceptance or rejection in accordance with paragraphs 8.1 and 8.2 above shall be without prejudice to any other civil remedies available to the Authority or any criminal liability that such conduct by a Tenderer may attract.
- 9. **NON-CONSIDERATION OF TENDER**
  - 9.1. The Authority may in its absolute discretion refrain from considering any Tender if:

- 9.1.1. it is not in accordance with this ITT and all other instructions issued by the Authority during the Tender period and/or;
- 9.1.2. the Tenderer does not submit a Tender for delivering the whole of the Services for any or all of the Lots and/or;
- 9.1.3. the Tender response is received after the Tender Submission Deadline.

## **10. TENDER EVALUATION AND AWARD PROCEDURE**

- 10.1. The Authority intends to award the Contract on the basis of the Tender that represents the most economically advantageous offer to the Authority. Tenders shall be evaluated in accordance with the evaluation methodology set out in Appendix 3 (Tender Evaluation and Award Criteria) of the ITT.
- 10.2. Before proceeding to the evaluation stage, each Tender must achieve a minimum level of acceptability as defined by the compliance standards set out in Table 5 in Appendix 2 (Compliance Check and Minimum Standards Assessment). The Authority reserves the right to reject without further discussion any Tender which does not meet the compliance standards.
- 10.3. **Criteria for Award**
  - 10.3.1. As set out in Appendix 3 (Tender Evaluation and Award Criteria) the following main criteria are weighted:
    - 10.3.1.1. Quality – 45% (Questions in the Technical Envelope on the Portal); and
    - 10.3.1.2. Price – 55% (Questions in the Commercial Envelope on the Portal)
  - 10.4. The award criteria (including any sub-criteria), weightings (including any sub-weightings), and detailed scoring mechanism for both price and quality are set out in full in Appendix 3 of this ITT.
  - 10.5. The Authority shall not be bound to award the Contract to the Tenderer with the lowest price structure.
  - 10.6. The Authority reserves to itself the right in its absolute discretion:
    - 10.6.1. to award the Contract for each Lot to the Tenderer who submits the most economically advantageous tender (MEAT) in relation to that Lot in accordance with the criteria set out in Appendix 3; or
    - 10.6.2. not to award the Contract for any or all of the Lots.

## **11. ACCEPTANCE OF TENDER**

- 11.1. Any acceptance by the Authority of a Tender shall be notified to the Successful Tenderer in writing by the Authority (the "Acceptance Letter"). Until the execution of the formal Contract referred to in paragraph 12.1 below, a successful Tender (including any agreed amendments in writing), together with the Authority's Acceptance Letter, shall form a binding agreement between the Authority and the Successful Tenderer on the terms set out in the Contract Documents.
- 11.2. The Successful Tenderer will be required to commence delivery of the Services on the Commencement Date or such date as the parties may agree being the Commencement Date.

## **12. THE CONTRACT**

- 12.1. The Successful Tenderer will be required to execute a formal Contract which embodies the terms of all the Tender Documents. The Contract will be executed as a deed.
- 12.2. The Successful Tenderer will be required to execute the Contract promptly and shall not commence the delivery of Services nor be entitled to any remuneration whatsoever unless otherwise expressly agreed at its discretion by the Authority.

- 12.3. The Successful Tenderer shall be liable for any loss or damage incurred by the Authority if the Services cannot commence on the Commencement Date as a result of the Successful Tenderer's failure to execute the Contract properly.

**13. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

- 13.1. The Tender Documents and all other documentation issued by the Authority relating to the Contract shall be treated by the Tenderer as private and confidential for use only in connection with the Tender and any resulting contract and shall not be disclosed in whole or in part to any third party without the prior written consent of the Authority save where such information has been disclosed for the purposes of obtaining quotations from proposed insurers and/or sub-contractors and other information required to be submitted with the Tender.
- 13.2. The copyright in all the documents that constitute the Contract shall vest in the Authority and all such documents and all copies thereof are and shall remain the property of the Authority and must be returned to the Authority upon demand.
- 13.3. The Authority may disclose detailed information relating to any Tender to the Authority's members, directors, officers, employees, agents or advisers and they may make the Tender Documents available for private inspection by the Authority's members, directors, officers, employees, agents, or advisers.

**14. SUBCONTRACTING**

- 14.1. Tenderers must be able to satisfy the Authority as to their ability to deliver the Services in accordance with the Contract. Nevertheless, the Authority will consider proposals from the Tenderer for part of the Services to be performed by sub-contractors provided that:
- 14.1.1. the proposed part of the Services and the sub-contractors are approved by the Authority which may include the prior approval of the terms of the sub-contractor's appointment or contractual arrangements to be entered into between the Tenderer and any such sub-contractor; and
  - 14.1.2. upon request by the Authority, the Tenderer procures a collateral warranty (in a form approved by the Authority) from the proposed sub-contractors to the Authority in respect of the performance of the relevant part of the Services.
- 14.2. Tenderers should also refer to the Conditions of Contract as they relate to sub-contracting.

**15. TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS (TUPE)**

- 15.1. The Authority considers that TUPE is likely to apply (unless there is a legal reason for it not to apply) in respect of employees currently engaged in the provision of the Services. Information that will allow Tenderers to submit a compliant Tender based upon current employee information will be made available upon receipt by the Authority of a completed Deed of Undertaking and Agreement that has been duly signed.
- 15.2. Nevertheless, Tenderers shall seek independent professional advice on the effect of the TUPE Regulations (including any subsequent amendments to the TUPE Regulations) on their Tenders and the Contract. The Authority gives no assurances, warranties, or assumptions as to the effect of TUPE on the Contract or otherwise.
- 15.3. The Successful Tenderer shall be deemed to have satisfied itself as to the applicability of TUPE and shall indemnify the Authority for any claims made by an aggrieved employee in connection with TUPE or otherwise and shall not itself bring proceedings against the Authority in connection with TUPE.
- 15.4. Tenderers are advised that their Tenders should consider all costs relating to TUPE.
- 15.5. If TUPE is deemed to apply, the Successful Tenderer will be expected to comply with the consultation requirements in the TUPE Regulations.

- 15.6. Any meetings with third party employees during the Tender period must be arranged through the Authority. Tenderers shall not approach such employees or their representatives directly.
- 15.7. Tenderers will be given relevant information in respect of the incumbent provider's staff who may be affected by TUPE (the "Workforce Information"). Tenderers shall treat the Workforce Information as strictly confidential.
- 15.8. The Workforce Information has been obtained from the providers presently undertaking the Services. Whilst the Authority has obtained and collated this information in good faith, save where the Authority is itself the current employer, the Authority gives no guarantee, warranty, or assurance as to the accuracy of this information and cannot be held responsible for errors or omissions in it. It remains the Tenderers' responsibility to ensure that their Tender takes full account of all the relevant circumstances.
- 15.9. Tenderers should also note that the Successful Tenderer will, at the end of its Contract with the Authority, itself be required to supply details of its workforce engaged on the Services (and that of any relevant sub-contractors and any such information as the Authority reasonably requires) so that this information can be passed to Tenderers bidding for any subsequent re-tendering of the Services. Tenderers are referred to the Conditions of Contract for further details.

## 16. **FREEDOM OF INFORMATION ACT 2000**

- 16.1. The Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") make provision for the disclosure of information held by public authorities or by persons providing services for them. The Law provides that anyone can ask the Authority for any information and, unless an exemption applies, the information must be supplied. This means that all the information that a Tenderer provides to the Authority under this tendering process will be subject to the FOIA/EIR disclosure provisions.
- 16.2. If a Tenderer believes that any of the information contained in its Tender, or otherwise supplied to the Authority as part of this tendering process, is either confidential, commercially sensitive or constitutes a trade secret it should make a statement to that effect in a schedule to its Tender (using the Schedule of Confidential Information within the Qualification Envelope), with a brief description of each item of information affected and the reason why it has included that information in the schedule. It is the Tenderer's responsibility to keep this schedule updated as the tendering process progresses, for example where further information is elicited from Tenderers through clarification questions.
- 16.3. Tenderers should appreciate that the simple marking of information with words such as "Commercial in Confidence" only has the effect of identifying to the Authority that an exemption could potentially apply under the FOIA/EIR. The issue will not simply be whether information is marked as confidential but whether, for example, a duty of confidence in fact applies in law to that piece of information or whether release "would be likely to prejudice" your company's interests.
- 16.4. Tenderers are advised to read the Code of Practice issued by the Department for Constitutional Affairs (now part of the Ministry of Justice) under Section 45 of the FOIA, which gives guidance to public authorities on the handling of requests for information, the disclosure of which may affect the interests of third parties. The code can be accessed on the internet at the Ministry of Justice website.
- 16.5. If the Authority receives a request under the FOIA/EIR which involves information listed in the FOIA/EIR Schedule in your Tender, then the Authority will use its reasonable endeavours to consult you prior to making a final determination as to how to deal with the request. However, the Authority has a very limited time in which to decide whether or not information can be released, so it is imperative that Tenderers must ensure that the Authority has up-to-date contact details and that the contact is able to respond to a request quickly.
- 16.6. Tenderers should bear in mind that the listing by them of information in an FOIA/EIR Schedule cannot provide an automatic guarantee that the Authority will not disclose such information (or the fact that it holds it) since the Authority cannot fetter the application of the FOIA/EIR.

**17. AUTHORITY'S RIGHT TO REJECT OR ABANDON**

- 17.1. The Authority has not made, and will not make, any agreement or representation that any contract shall be offered in accordance with this ITT and the publication of this ITT in no way commits the Authority to award any contract for any Lot pursuant to any tendering process for this Contract.
- 17.2. The Authority is not committed to any course of action as a result of issuing this ITT or conducting discussion with Tenderers in respect of it or any other communication between the Authority and any other party. In particular, Tenderers should note that the Authority, in its absolute discretion reserves the right at any time:
- 17.2.1. to disqualify any Tenderer who makes material changes to any aspect of either its Tender unless requested to do so by the Authority or unless substantial justification can be provided to the satisfaction of the Authority;
  - 17.2.2. to reject any Tender that makes or attempts to make any variation or alteration to the terms of the Form of Tender, the Conditions of Contract, or the Specifications except where a variation or alteration is expressly invited or permitted by the Authority in writing prior to submission of the Tender;
  - 17.2.3. to reject any Tender that does not provide for the whole of the Services except where the tender for part of the Services is expressly invited or permitted by the Authority in writing;
  - 17.2.4. to seek clarification of any aspect of Tenderer's Tenders;
  - 17.2.5. to amend or add to its requirements relating to the submission of Tenders and/or in relation to the Contract generally;
  - 17.2.6. to extend or vary the procurement timetable or process including without limitation to introduce further stages in the process;
  - 17.2.7. to reject any Tender;
  - 17.2.8. to accept any Tender either in whole or in part or parts;
  - 17.2.9. not to accept the lowest priced Tender; and
  - 17.2.10. to discontinue and/or recommence the procurement for the contract and not to enter into any contract.

**18. TENDERER'S WARRANTIES**

- 18.1. In submitting a Tender the Tenderer warrants, represents and undertakes to the Authority that:
- 18.1.1. it has not done any of the acts or matters referred to in paragraph 8 above and has complied in all respects with this ITT;
  - 18.1.2. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Authority by the Tenderer or its staff in connection with or arising out of the Tender are at the date of the Tender true, complete, and accurate in all respects and that it will promptly notify the Authority in writing of any changes which affect such information, representations, or other matters of fact;
  - 18.1.3. it has carried out its own investigations and research, has satisfied itself in respect of all matters relating to the Tender documents and that it has not submitted the Tender and has not entered into the Contract in reliance upon any information, representations, or assumptions (whether made orally, in writing or otherwise) which may have been made by the Authority;
  - 18.1.4. it has full power and authority to enter into the Contract and carry out the Services and, will if requested, produce evidence of such to the Authority;
  - 18.1.5. it is of sound financial standing, and the Tenderer and its directors, officers and employees are not aware of any circumstances (other than such circumstances that may be disclosed in the audited



accounts or other financial statements of the Tenderer) submitted to the Authority that may adversely affect such financial standing in the future; and

- 18.1.6. it has, and has made arrangements to ensure that it will continue to have, sufficient working capital, skilled staff, equipment, machinery and other resources available to carry out the Services in accordance with the Contract and for the Contract Period.

19. **ANNOUNCEMENTS**

- 19.1. The Authority reserves the right to publish the Tender amount(s) and the name(s) of the Successful Tenderer(s) and to publish such other information regarding Tenders as it may be required to publish in accordance with statutory provisions with which the Authority must comply.

## **APPENDIX 1: GLOSSARY**

<b>Term or Abbreviation</b>	<b>Definition</b>
Authority	shall mean the Royal Borough of Kensington and Chelsea;
Clarification Questions	shall mean the questions asked by Tenderers to enable them to complete their Tender;
Commencement Date	means the anticipated start date of the Contract as provided at the Tendering Timetable, as may be amended in accordance with paragraph 2.1 of the ITT;
Commercial Envelope	means the Commercial Envelope in the Portal containing the Bona Fide Tendering Certificate, Non-Collusion Certificate, Form of Tender and Pricing Document (that relates to the award criteria);
Consortium	a group of economic operators as described in Regulation 19(3);
Contract Period	shall mean the period as stated at paragraph 1.7;
Contract	shall mean the form of contract provided as part of the Tender Documents to this ITT;
EIR	means the Environmental Information Regulations 2004;
FOIA	means the Freedom of Information Act 2000;
Group	means a consortium of economic operators;
Information	means the information contained in this ITT, or which has been or will be made available to the Tenderer in connection with any further enquiries in relation to its subject matter;
ITT	shall mean these Instructions to Tenderers as issued;
Law	means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements of any regulatory body with which the Party is bound to comply;
Lead Tenderer	means where a Tenderer intends to act jointly in submitting a Tender and the participating organisations identified a Lead Tenderer;
London Living Wage	shall mean the London Living Wage rate per hour (as amended from time to time);
Lot(s)	means any or all of the Lots as set out in paragraph 2.1;
MEAT	shall mean the most economically advantageous tender;
Minimum Standard(s)	shall mean the level of requirement that the Authority considers to be acceptable as a minimum for assessing the minimum standards set out in the Qualification Envelope;
PCR	the Public Contracts Regulation 2015 (as amended from time to time);
Portal	means the capitalEsourcing e-tendering system hosted at <a href="http://www.capitalesourcing.com">www.capitalesourcing.com</a> . Tenderers can register for free and are encouraged to register a generic email account rather than a person-based account in case of staff changes;
Pricing Document	shall mean the pricing information and/or table uploaded to the Portal as part of the Commercial Envelope;

<b>Term or Abbreviation</b>	<b>Definition</b>
Prime Contractor	means a Lead Tenderer of a Group which intends that only the Lead Tenderer will enter a Contract with the Council and the other members of the Group will participate as Significant Sub-contractors;
Qualification Envelope	means the Qualification Envelope in the Portal containing the minimum standards for qualification that a Tenderer must meet for the Tender to be evaluated;
Response Envelopes	shall together mean the Qualification Envelope, Technical Envelope and Commercial Envelope;
Services	means the Services to be provided by the Successful Tenderer as set out in the Specifications;
Significant Sub-contractor	means a member(s) of a Group that would not enter the Contract with the Council but would rather participate as a sub-contractor(s) to the Prime Contractor;
Specifications	means the Specifications included in the Tender Documents and sets out the Authority's required outcomes and standards for the Services to be provided;
Standstill Period	the period of 10 calendar days after the successful Tenderer is advised of the Contract Award decision and Contract conclusion in accordance with regulation 86 of the Public Contracts Regulations 2015;
Successful Tenderer	means the Tenderer awarded the Contract pursuant to the procurement process;
Supplier System Guidance	means the Supplier System Guidance included in the Tender Documents that contains broad guidance to Tenderers on using the Portal;
Technical Envelope	means the Technical Envelope in the Portal containing a series of quality questions or quality criteria that relate to the award criteria;
Tender(s)	means the tenders submitted by Tenderers in response to this ITT;
Tender Documents	shall mean any document produced or referred to by the Authority to describe elements of the procurement or the procedure, including the contract notice, the ITT, the Specification(s), the proposed Contract, information on generally applicable obligations and any additional documents;
Tender Period	shall mean the period from the date the ITT and Tender Documents are issued until the Commencement Date;
Tenderer	means each of the organisations (whether a single bidding organisation or a Consortium) to whom this ITT is issued; and
TUPE	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (246/2006) and or any other regulations enacted for the purpose of implementing the Directive into English law.
Workforce Information	shall mean the relevant information in respect of the incumbent provider's staff who may be affected by TUPE.

## **APPENDIX 2: COMPLIANCE CHECK AND MINIMUM STANDARDS ASSESSMENT**

### **1. Tender Compliance Checks**

- 1.1 All Tenders will be first checked for compliance with this ITT and for completeness. The evaluation team may seek clarification from Tenderers in order to determine if a Tender is complete and compliant. Tenderers are reminded that Tenders must not be qualified or subject to clarification or confirmation and must be submitted strictly in accordance with this ITT.
- 1.2 If a Tender is not substantially complete, or is qualified, is offered as a variant, or is not submitted in accordance with this ITT, then the Authority may exclude such responses from further consideration. The Authority's decision to exclude such a Tender shall be final.
- 1.3 Tenderers must submit compliant Tenders capable of evaluation and each Tender must achieve a minimum level of acceptability as defined by the compliance standards set out in Table 5 below. Compliant responses will be assessed on a **pass/fail** basis against the Minimum Standards set out below. The Authority reserves the right to reject without further discussion any Tender which does not meet the minimum compliance standards.

<b>Table 5: Tender Compliance – Minimum Requirements</b>	
<b>Compliance Standard</b>	<b>Rationale</b>
Compliant and bona fide Tender	A compliant Tender is one which is complete and is for the provision of the whole of the Services on the applicable Lot. Each Tender shall be checked to ensure: <ul style="list-style-type: none"><li>• that there is no material breach of the ITT conditions; that it does not derogate from the Contract;</li><li>• that there is no collusion or corruption or anti-competitive behaviour;</li><li>• that it is delivered before the Deadline; and</li><li>• that all required information is submitted in accordance with the ITT.</li></ul>
Legal Acceptability	Each Tender shall be checked to ensure that there is no legal impediment to the Authority entering into a Contract with the Successful Tenderer in the Authority's form.
Complete Tender	Each Tender shall be assessed as to whether the Tenderer has confirmed their ability to provide the Services as detailed within the Specifications.
Minimum Standards	<ul style="list-style-type: none"><li>• Grounds for Mandatory Exclusion;</li><li>• Grounds for Discretionary Exclusion;</li><li>• Economic and Financial Standing;</li><li>• Insurances held;</li><li>• Modern Slavery;</li><li>• Confirmation of acceptance of the Conditions of Contract and the requirements set out in the Specifications; and</li><li>• Confirmation in relation to London Living Wage</li></ul>

#### **1.4 Minimum Standards Questionnaire (MSQ)**

- 1.4.1 This will be assessed before the Authority starts the evaluation of quality and price as described in Appendix 3 (Tender Evaluation and Award Criteria).
- 1.4.2 The Minimum Standards are contained in the Invitation to Tender Ref. itt\_RBKC\_17570 on the Portal and contains one (1) Response Envelope (i.e., the Qualification Envelope) that must be completed by ALL Tenderers.

#### **1.5 Self-Certification**

- 1.5.1 Whilst reserving the right to request information at any time throughout the procurement process, the Authority may enable the Tenderer to self-certify that there are no mandatory/discretionary grounds for excluding their organisation. When requesting evidence that the Tenderer can meet the specified requirements the Authority may only obtain such evidence after the final Tender evaluation decision i.e., from the Successful Tenderer only.
- 1.5.2 At this stage in the procurement the Authority permits the Tenderer to self-certify the following:
  - 1.5.2.1 Section 3 - Grounds for Mandatory Exclusion;
  - 1.5.2.2 Section 4 - Grounds for Discretionary Exclusion; and
  - 1.5.2.3 Section 5 - Economic and financial standing;
  - 1.5.2.4 Section 6 - Insurances held;
  - 1.5.2.5 Section 7 - Modern Slavery Requirements;
  - 1.5.2.6 Section 8 - Conditions of Contract and the requirements set out in the Specifications; and
  - 1.5.2.7 Section 9 – London Living Wage

### **2. SECTION 1 – LOT(S) PARTICIPATION CONFIRMATION – INFORMATION ONLY**

- 2.1 Tenderers are required to complete Section 1 (Lot(s) Participation Confirmation) of the MSQ. Section 1 of the MSQ is not assessed, but Tenderers must confirm which Lot(s) they will be bidding for.

### **3. SECTION 2 - TENDERER INFORMATION – INFORMATION ONLY**

- 3.1 Tenderers are required to complete Section 2 (Tenderer Information) of the MSQ. Section 2 of the MSQ is not assessed. Any Tenderer who fails to provide all of the information required may, at the discretion of the Authority, be deemed non-compliant and excluded from the procurement process.

### **4. SECTION 3 - GROUNDS FOR MANDATORY EXCLUSION – PASS/FAIL**

- 4.1 Tenderers must complete Section 3 (Grounds for Mandatory Exclusion) in the MSQ.
- 4.2 Section 3 is assessed on a pass/fail basis. Tenderers are required to pass Section 3 of the MSQ to be considered further by the Authority.

- 4.3 In order to pass Section 3, Tenderers must provide all of the information required in Section 3 of the MSQ and pass the Minimum Standard for Section 3 described in the table below. Any Tenderer who fails to satisfy this Minimum Standard will be rejected.

Criteria	Minimum Standard and Method of Assessment
Grounds for Mandatory Exclusion	<p>Pass/Fail</p> <p>You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g., only minor amounts involved).</p> <p>Tenderers answering “yes” to questions 3.1 to 3.8 have the opportunity to provide evidence of “self-cleaning” in a separate appendix. Should a Tenderer provide sufficient evidence that robust remedial action has taken place subsequently which prevents a re-occurrence of the offence or misdeed, then the Authority will evaluate this evidence before deciding on whether to exclude the Tenderer.</p> <p>If such evidence is considered by the Authority (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.</p> <p>In order for the evidence referred to above to be sufficient, the Tenderer shall, as a minimum, prove that it has:</p> <ul style="list-style-type: none"> <li>• paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;</li> <li>• clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and</li> <li>• taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.</li> </ul> <p>The measures taken by the Tenderer shall be evaluated considering the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Authority to be insufficient, the Tenderer shall be given a statement of the reasons for that decision.</p>

## 5. SECTION 4 – GROUNDS FOR DISCRETIONARY EXCLUSION – PASS/FAIL

- 5.1 Tenderers must complete Section 4 (Grounds for Discretionary Exclusion) in the MSQ.

5.2 Section 4 (Grounds for Discretionary Exclusion) is assessed on a pass/fail basis. Tenderers are required to pass Section 4 of the MSQ to be considered further by the Authority.

### 5.3 Conflicts of interest

5.3.1 In accordance with question 4.4 of Section 4 of the MSQ the 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.

5.3.2 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 Authority, detailing the conflict in a separate appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Authority should not represent a conflict of interest for the Tenderer.

5.4 In order to pass Section 4, Tenderers must provide all of the information required in Section 4 of the MSQ and pass the Minimum Standard for Section 4 described in the table below. Any Tenderer who fails to satisfy this Minimum Standard will be rejected.

Criteria	Minimum Standard and Method of Assessment
Grounds for Discretionary Exclusion	<p>Pass/Fail</p> <p>The Authority may exclude you from the procurement exercise if you answer “yes” to any of the questions in this section but may decide, having considered all the relevant circumstances, to allow you to proceed further. If you answer “yes” to any question, please set out (in a separate appendix) full details of the relevant incident and any remedial action taken subsequently. The Authority will evaluate this evidence before deciding on whether to exclude you.</p> <p>The Authority is also entitled to exclude you in the event that you are guilty of serious misrepresentation in providing any information referred to within the Public Contracts Regulations 2015 or you fail to provide any such information requested by us.</p> <p>Tenderers answering “yes” to question 4.1 to 4.9 have the opportunity to provide evidence of “self-cleaning” in a separate appendix. Should a Tenderer provide sufficient evidence that robust remedial action has taken place subsequently which prevents a re-occurrence of the offence or misdeed, then the Authority will evaluate this evidence before deciding on whether to exclude the Tenderer.</p> <p>If such evidence is considered by the Authority (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.</p>

Criteria	Minimum Standard and Method of Assessment
	<p>In order for the evidence referred to above to be sufficient, the Tenderer shall, as a minimum, prove that it has:</p> <ul style="list-style-type: none"> <li>• paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;</li> <li>• clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and</li> <li>• taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.</li> </ul> <p>The measures taken by the Tenderer shall be evaluated considering the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Authority to be insufficient, the Tenderer shall be given a statement of the reasons for that decision.</p>

## 6. SECTION 5 – ECONOMIC AND FINANCIAL STANDING – PASS/FAIL

6.1 Section 5 is assessed on a pass/fail basis.

6.2 Tenderers are required to pass Section 5 in order for their responses to be considered further by the Authority.

6.3 In order to pass Section 5, Tenderers must provide all of the information required in Section 5 of the MSQ and pass the Authority's minimum level of economic and financial standing as set out below.

Criteria	Minimum Standard and Method of Assessment
Turnover Threshold	<p>Pass/Fail</p> <p>Tenderers must provide all of the information required. Any Tenderer who fails to provide all of the information required will, at the discretion of the Authority, have been deemed to fail.</p> <p>Tenderers must provide the information set out at Section 5 of the MSQ.</p> <p>The minimum standards have been set in order to give the Authority the assurance that those Tenderers who submit a Tender and ultimately the organisation which is awarded the contract is financially stable and that the contract will not excessively dominate the existing business of the Successful Tenderer.</p> <p>The Authority will use CreditSafe, an independent third party, to obtain financial reports and accounts for Tenderers and use it to</p>



Criteria	Minimum Standard and Method of Assessment
	verify the Tenderer's fulfilment of these minimum standards for economic and financial standing.
Step 1: Minimum Turnover Threshold	<p>Turnover Threshold (i.e., minimum turnover requirement):</p> <p>Regulation 58 (9) of the Public Contracts Regulations 2015 states, "the minimum yearly turnover that economic operators are required to have shall not exceed twice the estimated contract value, except in duly justified cases, such as by reference to special risks attached to the nature of the works, services or supplies, in which case the contracting authority shall indicate their main reasons in the procurement documents or in the report referred to in regulation 84(1)".</p> <p>In line with Regulation 58 (9) the Tenderer's average minimum turnover in the past two (2) years must be as under:</p> <ul style="list-style-type: none"> <li>• <b>Lot 1 – World's End Estate:</b> equal to or in excess of £280,000 (two hundred eighty thousand pounds) (the "Turnover Threshold") based on accounts available from CreditSafe or information supplied by the Tenderer;</li> <li>• <b>Lot 2 – Trelick Tower:</b> equal to or in excess of £160,000 (one hundred sixty thousand pounds) (the "Turnover Threshold") based on accounts available from CreditSafe or information supplied by the Tenderer;</li> <li>• <b>Lot 3 – Hazelwood Tower and Adair Tower:</b> equal to or in excess of £160,000 (one hundred sixty thousand pounds) (the "Turnover Threshold") based on accounts available from CreditSafe or information supplied by the Tenderer; and</li> <li>• <b>Lot 4 – Silchester Estate:</b> equal to or in excess of £100,000 (one hundred thousand pounds) (the "Turnover Threshold") based on accounts available from CreditSafe or information supplied by the Tenderer.</li> </ul>
Step 2: CreditSafe score	Tenderers must achieve a CreditSafe score of between 30 to 50 or above.
<p>For the avoidance of doubt, where a Tenderer is constituted by way of:</p> <ul style="list-style-type: none"> <li>• a single organisation, the single organisation must pass Step 1 and Step 2;</li> <li>• a Consortium: <ul style="list-style-type: none"> <li>o the Consortium (together) must pass the Turnover Threshold. In order to calculate whether a Group passes the Turnover Threshold, the 2-year mean average turnover for the Lead Tenderer and every other member of the Group will be calculated by multiplying their Turnover by the percentage in the legal entity to be formed that the member shall take (actual or anticipated) (as identified in the completed attachment to the MSQ). The total proportions of the Turnover shall be added together to reach a "combined turnover". This combined figure will be used to determine whether the Group passes the Turnover Threshold; and</li> <li>o all Consortium parties with an equity share shall EACH pass Steps 1 and 2;</li> </ul> </li> </ul>	

Criteria	Minimum Standard and Method of Assessment
	<ul style="list-style-type: none"> <li>• a Prime Contractor with Significant Sub-Contractors: <ul style="list-style-type: none"> <li>o the Prime Contractor with any Significant Sub-Contractor(s) must pass the Turnover Threshold. In order to calculate whether a Prime Contractor with any Significant Sub-Contractor(s) passes the Turnover Threshold, the 2-year mean average turnover for the Prime Contractor and every other Significant SubContractor(s) will be calculated and then multiplied by their (actual or anticipated) percentage proportion of the contract to be undertaken by each member (as identified in the completed attachment to the Minimum Standards Questionnaire). The total proportions of the Turnover shall be added together to reach a “combined turnover”. It is this combined figure that will be used to determine whether the Prime Contractor with any Significant Sub-Contractors passes the Turnover Threshold; and</li> <li>o the Prime Contractor and the Significant Sub-Contractors shall EACH pass Step 1 and 2 individually.</li> </ul> </li> </ul> <p>Mitigating Solutions:</p> <p>Where a Tenderer does not meet the minimum standards set out in Step 1 or Step 2, the Tenderer will be deemed to have failed, unless the Tenderer has, in the reasonable opinion of and at the discretion of the Authority, only narrowly missed passing the minimum standard or not satisfied the tests for good reason or the Tenderers can provide:</p> <ul style="list-style-type: none"> <li>• letters of support from its parent company (or, in the case of a group, including Prime Contractor bids, parent companies of the lead member and/or relevant group member/significant Sub Contractor) that can meet the minimum standards. If the financial standing of the parent company is sufficient to provide the assurance the Authority requires then the Authority will require the parent company to provide a parent company guarantee in the form set out in the tender documentation and the letter of support should confirm the parent company’s consent to the provision of the parent company guarantee;</li> <li>• management accounts together with a statement from the Tenderer’s bank to show financial trends/operating turnover of the company; and/or</li> <li>• a bond from a reputable bondsman in a form to be agreed with the Authority.</li> </ul>

## **7. SECTION 6: INSURANCE REQUIREMENTS – PASS/FAIL**

- 7.1 Tenderers must self-certify that they meet the minimum insurance requirements and will be required to provide evidence of this if they are successful at the contract award stage.
- 7.2 Tenderers who do not have or do not commit to obtaining these levels of insurance shall be rejected and not considered further.

## **8. SECTION 7: MODERN SLAVERY ACT 2015 – PASS/FAIL**

- 8.1 Tenderers must complete Section 7 (Modern Slavery Act 2015) in the MSQ.

8.2 Section 7 is assessed on a pass/fail basis. Tenderers are required to pass Section 7 of the MSQ to be considered further by the Authority. The Minimum Standard is set out in paragraph 8.3 below.

8.3 In order to pass Section 7, Tenderers must either:

8.3.1 have indicated in their response to question 7.1 that it does not apply to them; or

8.3.2 confirmed in their response to question 7.2 that it is compliant with the annual reporting requirements contained within Section 54 of the Modern Slavery Act 2015.

8.4 Any Tenderer who fails to satisfy this Minimum Standard will be excluded from the process and not be further considered.

## **9. SECTION 8: CONDITIONS OF CONTRACT AND REQUIREMENTS – PASS/FAIL**

9.1 Tenderers are required to confirm acceptance of the Conditions of Contract as published in the ITT along with the requirements set out in the specifications and all other details published in the tender documents.

9.2 Tenderers who answer “yes” to confirm acceptance of the Terms and Conditions published along with all of the tender pack documentation will pass this question. Tenderers who answer “no” will fail this question and their tender shall be rejected and not considered further.

## **10. SECTION 9: LONDON LIVING WAGE – PASS/FAIL**

10.1 Tenderers must commit that all their directly employed staff are paid at least the London Living Wage. Tenderers who answer “yes” to confirm they will pay at least the London Living Wage will pass this question. Tenderers who answer “no” will fail this question and their tender shall be rejected and not considered further.

## **11. PROGRESS TO AWARD STAGE**

11.1 Provided Tenderers pass the compliance checks and assessments set out in the MSQ they will progress to the award stage in the evaluation process.

## **APPENDIX 3: TENDER EVALUATION AND AWARD CRITERIA**

### **12. EVALUATION METHODOLOGY**

- 12.1 This part of the ITT provides guidance on the methodology that will be used to evaluate the Tenders.
- 12.2 The Authority will award the Contract to the most economically advantageous tender (MEAT) based on a combination of price and quality. This section is provided in the interests of transparency and fair competition and sets out and explains how that the evaluation will be carried out.

### **13. EVALUATION CRITERIA**

- 13.1 Tenderers will be evaluated based on the submission of responses to the quality criteria in the Technical envelope and the submission of the Pricing Document in the Commercial Envelope. The Tender will be evaluated using a quality weighting of 45% and price weighting of 55% respectively.

### **14. QUALITY CRITERIA FOR ALL LOTS: 45% (TECHNICAL ENVELOPE ON THE PORTAL)**

- 14.1 Quality will be evaluated based on a Tenderer's written submission to the quality criteria in the Technical Envelope. The quality criteria applicable to ALL Lots is set out in Table 6 (Quality Award Criteria) below. Each quality award criterion has a weighting to reflect its relative importance.
- 15.1 Tenderers responses to the quality criteria will be evaluated individually by members of the evaluation panel and the information will not initially be shared between the panel members.
- 15.2 The tender scoring scheme to be used is set out in Appendix 4 (Tender Scoring Scheme). Each response to the quality award criteria will be marked out of a possible score of 5. The scoring will be based on the general principles and descriptions shown in Table 8 in Appendix 4.
- 15.3 Tenderers should note that a Tender must score 2 or above for each of the quality award criteria in Table 6, otherwise it will be rejected. Tenderers should note that if a Tenderer scores 0 or 1 for any of the quality criterion, then that Tender will be rejected. This is because the Authority considers that a Tenderer who scores "unacceptable" (i.e., a score of 0) or "poor" (i.e., a score of 1) is not suitable to provide the Services.
- 15.4 Groups are referred to paragraph 5.5 of the ITT. The Lead Tenderer will be responsible for the overall preparation and submission of the Tender on behalf of all members of the Group and must make clear the responsibilities/roles of Group members.
- 15.5 Tenderers should strictly conform to the word limits stipulated for the quality award criteria.

<b>Table 6 – Quality Award Criteria (All Lots)</b>	
<b>Quality criteria</b>	<b>Weighting</b>
<b><u>Service Delivery</u></b>  In relation to the Lot, describe how you will provide a welcoming concierge experience daily for our residents whilst maintaining effective security within the building(s) served. Your response shall cover the methods and actions you will take to ensure residents are safe and receive excellent customer service at all times. Please take account of:	35%

Table 6 – Quality Award Criteria (All Lots)	
Quality criteria	Weighting
<ul style="list-style-type: none"> <li>• the location(s)/estate(s) to be served;</li> <li>• building(s) design and layout;</li> <li>• clientele; and</li> <li>• the requirements set out in the Specifications.</li> </ul> <p>(Maximum word limit: 1,500)</p>	
<p><b><u>Quality Service</u></b></p> <p>In relation to the Lot, please provide evidence of how you will ensure that the workforce deployed to deliver the services have sufficient skills and understanding to discharge their various responsibilities. These arrangements should include a programme of training that will keep the workforce up to date with required knowledge about quality related issues including copies of job profiles, training manuals and training records.</p> <p>(Maximum word limit: 1,400)</p>	30%
<p><b><u>Experience</u></b></p> <p>Please provide a description of your organisation’s capacity and experience in delivering building concierge and security services in residential blocks in challenging urban environments affected by crime and other social difficulties. You should also describe your experience working with multi-agency groups to provide a comprehensive joined-up service.</p> <p>(Maximum word limit: 1,200)</p>	20%
<p><b><u>Customer Service</u></b></p> <p>Please describe how you intend to foster effective community relations with the blocks served, setting out specific and measurable outcomes you intend to deliver to provide excellent customer service. This should include a monthly Key Performance Indicators (KPIs) suite of performance and activity undertaken.</p> <p>(Maximum word limit: 1,000)</p>	15%

- 15.6 After members of the evaluation panel score the Tenders individually, a moderation meeting will be arranged to enable the evaluation panel to consider each Tender and to agree a consensus score for each Tenderer’s response to the quality award criteria.
- 15.7 Following the moderation meeting, if the consensus score for any of the quality award criterion is “0” or “1”, then that Tender will not be considered further and will be rejected.
- 15.8 The score for each response to the quality award criteria will be multiplied by the relevant weighting to arrive at the weighted score for each quality criterion. Weighted scores will be added together to produce a total quality score out of 100. Thereafter, the overall quality weighting of 45% will be applied to calculate the final score for quality.

## 16. PRICE FOR ALL LOTS: 55% (COMMERCIAL ENVELOPE ON THE PORTAL)

- 16.1 The price evaluation for ALL Lots will take account of the full range of bids received. For the purpose of evaluation, the Authority will evaluate the Tenderer's price as set out in the Pricing Document.
- 16.2 The Tender with the lowest submitted total price will automatically score 100% and will receive the maximum price score of 55%. Thereafter, each other Tender is compared against the lowest priced Tender in accordance with the following formula to arrive at a score to two decimal points:
- $$(A \div B) \times C = X$$
- Where:
- A = the lowest submitted total price of all Tenders;
- B = the total price submitted by a Tenderer;
- C = the maximum percentage score for price i.e., 55%
- X = the score for Price
- 16.3 Based on a notional figure of £60,000 for the lowest Tender price, assuming a percentage weighting of 55% for price, and using the formula set out in paragraph 16.2 above, the lowest Tender price would be awarded a score of 55% for the price evaluation and each other Tenderer would be scored as shown in Table 7 below.

Table 7 – Example of Price Scoring		
TENDERER	PRICE	WEIGHTED SCORE FOR AWARD
1	£60,000 (A)	55%
2	£70,000 (B)	47.14%
3	£80,000 (B)	41.25%
4	£90,000 (B)	36.67%

## 17. COMBINATION SCORES FOR PRICE AND QUALITY FOR ALL LOTS

- 17.1 For all Lots, the scores awarded to each Tender for the Quality (Technical Envelope) and Price (Commercial Envelope) elements of the evaluation will be added together to arrive at the combined price and quality score for each Tenderer in relation to that Lot. Tenderers will then be ranked for each Lot, highest first. Following the ranking the Authority will appoint the number 1 ranked Tenderer in each lot.

## **APPENDIX 4: TENDER SCORING SCHEME**

<b>Table 8 – Scoring Scheme for Quality Criteria</b>		
<b>Score</b>	<b>Rating</b>	<b>Criteria for Awarding Score</b>
<b>0</b>	<b>Unacceptable (fail)</b>	<b>The response provides no information, or information is omitted so there is insufficient evidence to support the proposal to allow the Council to evaluate, or information provided is fundamentally unacceptable and/or wholly unsatisfactory. It provides no, or very little, evidence that the outcomes will be delivered to an acceptable required standard.</b>
<b>1</b>	<b>Poor (fail)</b>	<b>The response has significant omissions and/or few areas are clearly addressed and there are serious and/or many concerns and/or it provides insufficient evidence or little/no confidence that the outcomes will be delivered to an acceptable standard.</b>
<b>2</b>	<b>Fair</b>	The response does not address all of the elements of the question or it provides unsatisfactory evidence that the specified requirements will be met. There are some concerns and it does not provide confidence that all the outcomes will be delivered to an acceptable standard.
<b>3</b>	<b>Satisfactory</b>	The response addresses the required elements of the question. It provides evidence that the specified requirements will be met. There are some minor concerns and the proposal provides confidence that delivery of the outcomes will be to a satisfactory standard.
<b>4</b>	<b>Good</b>	The response clearly addresses all the required elements of the question. It provides evidence that the specified requirements will be met in full. There are no concerns and the proposal provides confidence that delivery of the outcomes will be to a good standard.
<b>5</b>	<b>Excellent</b>	The response very clearly addresses all the required elements of the question. It provides compelling evidence and assurance that the specified requirements will be met and exceeded. There are no concerns and the proposal provides full confidence that delivery of the outcomes will be to an excellent standard.