



Invitation to Tender

Contract Title: LS1277 – The Purchase of Mobile Hostile Vehicle Mitigation

Date: December 2021

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1. Introduction

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

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

1.1. Purpose

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.

The London Stadium event management wishes to purchase mobile hostile vehicle mitigation (MHVM) barriers to be deployed to support safe, efficient operation events. This specification relates only to the purchase of MHVM.

A separate service contract is being issued for the set up and removal of purchased and hired MHVM on an event day.

Potential suppliers are invited to bid at their own discretion.

1.2. Disclaimers

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.



- Reject a tender where the 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 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.



2. Project Specification

Specification for Purchase of Mobile Hostile Vehicle Mitigation Barriers for the London Stadium Events

INTRODUCTION

The London Stadium event management wished to purchase Mobile Hostile Vehicle Mitigation barriers (MHVM) to be deployed to support safe, efficient operation events.

This specification relates only to the purchase of the barriers.

LONDON STADIUM

London Stadium is a 60,000 multi-event venue in the heart of the Queen Elizabeth Olympic Park. The venue hosts Premier League football, international athletics, Major League Baseball, international rugby, Concerts and a range of conferences and community events.

On average the stadium hosts c.30 events per annum, indicatively split:

- 20-25 Premier League football attracting 60,000 spectators to each event;
- 4-10 Concerts attracting 60,000-80,000 spectators to each event;
- 2 Athletics events attracting up to 50,000 spectators to each event;
- 0-2 Major League Baseball attracting 60,000 spectators to each event;
- 1-2 Rugby matches attracting 5,000 spectators to each event

In years where a Major Championships is staged the venue may host up to 60 event days.

DELIVERY ADDRESS

The deliver address for the barriers is as follows;

Gate 1
London Stadium
Queen Elizabeth Olympic Park
London
E20 2ST

LONDON STADIUM GOVERNANCE

London Stadium is owned by The London Legacy Development Corporation ("LLDC"), 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 and the other adjacent and associated areas for which it is responsible.

LLDC has four 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;
- Ensuring high quality design; and
- Ensuring environmental sustainability;



CONTRACT TERM

This contract term is for 24 months. Any price increases during this time will need to be agreed in writing with the London Stadium.

HEALTH AND SAFETY COMPLIANCE

The Contractor will ensure all barriers provided comply with all relevant legislation including, but not limited to, legislation relating to health and safety, human rights, environmental protection, and employment.

The MHVM barriers and associated equipment must meet the required British Standards, including PAS68 and IWA14.

ENVIRONMENTAL MANAGEMENT

The Contractor shall only use materials that meets and is acceptable to all relevant licencing and building control requirements.

BARRIERS REQUIRED

The Contractor will be required to provide the following MHVM barriers.

- MHVM units able to cover an area of 35m (e.g. 60cm x 58 units)
- MHVM units to cover an area of 63m (e.g. 60cm x 105 units)

The barriers and associated equipment must be:

- Able to comply with the required British Standards, including PAS68 and IWA14
- A minimum height of 70cm
- Light weight (c.20kg each)
- Each individual unit able to be installed and dismantled by one person
- Quick to deploy (e.g. one person able to install/dismantle 10 units every 10 minutes)
- Assembled without machinery
- Easy to store. Please set out sqm storage requirements for 58 and 105 units in your submissions. The costs must include stillages

The Contractor will be required to deliver the barriers to a storage location at London Stadium.

The HVM barriers and associated equipment can be provided new or second-hand. If second-hand materials are proposed they must comply with the standards set out in this specification, be fit for purpose; rust free; with no weld deficiencies.

DELIVERY DEADLINE

A programme for delivery must be set out in your response. All good purchased must be delivered to the stadium by 31/03/2022.

CDM REGULATIONS

The Contractor should make themselves, and in particular their designers, familiar with the information within the CDM Pre-Construction Information.

MEETINGS

The Contractor shall ensure it attends meetings where relevant.

EMPLOYMENT



Employment

Where practicable, the Contractor is required to:

- Support local companies
- Work closely in partnership with key stakeholders to deliver employment and skills outcomes through this Contract; and
- Deliver London Stadium's aims in terms of fair employment, payment of the Construction Working Rule Agreements and community and industrial relations.

Equality and Diversity

The Contractor shall assist and cooperate with London Stadium in satisfying their legal duties as set out in the Equality Act 2010 by:

- co-operating with London Stadium and others in engaging with communities;
- adopting and implementing London Stadium relevant equality related policies and procedures;
- operating equality monitoring and reporting;
- developing and implementing an Equality and Inclusion Action Plan;
- co-operating with London Stadium during audits and checks.

Fair Employment

The Contractor and his Sub-Contractors shall employ their staff in line with statutory employment legislation (including equal opportunities, the EU Working Time Directive and rights to representation).

The Contractor and his Sub-Contractors shall at all times comply with the London living wage and remunerate their respective workforces by 100% adoption of the London living wage. The Contractor will be required to provide evidence that they are implementing the London living wage. London Stadium will be entitled to seek clarification as to levels of any annual uplifts and reserves the right to undertake spot checks. The Contractor's nominated liaison officer will be responsible for reporting progress in implementing the London living wage at pre-determined intervals.

APPENDICES

Appendix A – Standard contract terms for goods (to follow)

Appendix B – Pricing Schedule



3. Tendering Instructions

3.1 Responding to this ITT

All documentation and materials must be received by the Contracting Authority on or before the required relevant deadline for receipt as set out in the Procurement Timetable - Specifically 5pm on 17/12/2021 to the email address LS1277@londonstadium185.com.

3.2 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.

3.3 Procurement Timetable

The indicative timetable for the Procurement is set out below:

Key Milestone	Expected Date
Publication of Invitation to Tender (ITT)	03/12/2021
Deadline for receipt of ITT clarifications/queries	10/12/2021
Deadline for receipt of Tenders: 1700 hours on	17/12/2021
Award decision letters issued	28/01/2022
Execute Contract	February 2022
Deadline for delivery of Barriers	By 31/03/2022

3.4 Tender Clarification Process

Where a Tenderer wishes to raise a clarification to the Contracting Authority in respect of this ITT, the clarifications must be submitted by email to address LS1277@londonstadium185.com by no later than 5pm on 17/12/2021. All clarifications must be in writing, and will not be accepted if sent to direct contacts. All clarifications will be shared with all Tenderers unless considered commercial in confidence.

4. Contract Terms

The contract will be awarded subject to our standard terms and conditions, Appendix A is attached with this ITT. London Stadium reserves the right not to award and to complete its objectives through other means.

5. Electronic Invoicing



The successful Bidder will be required to submit invoices by email to finance@londonstadium185.com

6. Evaluation and Award

6.1 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 check mandatory requirements and to evaluate pricing.

Category	Weighting
Ability to meet delivery deadline	Pass/Fail
Meet all Mandatory technical requirements	Pass/Fail
Price	100%

6.2 Abnormally Low Tenders

The commercial submissions will be reviewed to consider if any Tender appears to be abnormally low. Where a pricing submission is considered abnormally low a written explanation will be requested 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.

6.3 Mandatory Technical requirements

Requirement	Yes/No
Deliver by the deadline 31/03/2021	
Can meet the specification for all of the MHVM	
Can meet the volumes for all of the MHVM in the specification	

6.4 Price Evaluation

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

The commercial score is allocated 100% of the evaluation weighting. In assessing the commercial submission, the Contracting Authority will score the Pricing Schedule utilising the following formula:



$$\frac{\text{Lowest Notional Price}}{\text{Tenderer's Notional Price}} \times 100\% = \text{score\%} \times \text{the \% weighting of the criteria}$$