**SUB THRESHOLD TENDER  
£50,000 up to EU Threshold  
Competitive process, advertised and electronic tendering**

**No cross border interest**

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM

**INVITATION TO TENDER**

**Green Street Two-Day Half Term Event**

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| **Invitation to Tender No:**  **NRFQ198** | |  | *Mayor and Burgesses of the*  *London Borough of Newham*  *Newham Town Hall*  *Barking Road, London E6 2RP* |
| **Tender for:**  **Period of Contract:** | Green Street – February Half Term Event  20 December 2021 to 4 March 2022 | | **Due for return by 11am on:**  Friday 17 December 2021  **Bids submitted after the stated closing date and time will not be considered.** |

1. INTRODUCTION

General

* 1. The Authority is issuing this Invitation to Tender ("ITT") in connection with the Procurement.
  2. All interested Bidders can submit a Bid for this Procurement. This ITT provides further details of the Procurement and the process for submitting Bids.
  3. The Authority will enter into the Contract with the successful Bidder on behalf of itself and the Partner Organisations.

Communications / Contact

* 1. The Authority is using the Oracle Fusion Procurement Portal for the Procurement Process: <https://www.newham.gov.uk/council/procurement-%E2%80%93-buy/2> ("the Procurement Portal").
  2. Bidders should not approach any member of the Authority in relation to the Procurement or the Procurement Process, other than by using the messaging facility on the Procurement Portal.
  3. Any technical questions relating to the use of the Procurement Portal website should be addressed preferably by email to: [Fusion.Sourcing@onesource.co.uk](mailto:Fusion.Sourcing@onesource.co.uk). This is only the technical support line and any ITT queries should be directed to the relevant Procurement team running the contract through the discussions function of the Procurement Portal.

Bid Procedure

* 1. This ITT has been developed to achieve the selection of a supplier to deliver the Procurement. The Procurement is above £50,000 in value but below the relevant EU threshold and is not subject to Parts 2 and 3 of the Public Contracts Regulations 2015.
  2. All Bidders are required to complete this ITT document in order to submit their completed Bid. All aspects of this ITT must be completed in full and submitted as part of a Bid (see **Section 7 (Bid Checklist)** for further information).
  3. The purpose of this document is to describe the Procurement Process and to provide further information about the Procurement.
  4. All documents and Bids will be prepared in the English language. The Procurement Process and all subsequent contracts will be subject to English law and the exclusive jurisdiction of the English courts.
  5. The ITT aims to:
* provide information to Bidders on the Procurement and the opportunities available;
* set out clearly the Authority's requirements;
* provide information on the Authority's approach to the ITT process;
* set out the deliverables required from Bidders; and
* set out the evaluation criteria and weightings that the Authority will use to assess Bids.
  1. Details of the overall timetable and submission deadlines and other key dates are outlined in **Section 3 (Timetable and Process)**.
  2. The questions that Bidders are required to answer in the ITT are set out in Appendix 7: Quality QuestionsandAppendix 8: Pricing Submissions to this document.
  3. Bids should be final and complete in meeting the Authority's requirements. Please refer to the submission instructions in **Section 5 (Submission Instructions)** and the checklist contained in **Section 7 (Bid Checklist).**
  4. However, the Authority may request Bidders to clarify aspects of their Bids where the Authority considers it appropriate to do so.
  5. Following the submission of Bids, the Authority expects to undertake an evaluation process to identify the Bidder to be put forward for consideration to be awarded the Contract.
  6. The Authority reserves the right to vary the procedure as described in any of the Procurement Documents including this ITT. Reasons for this may include, but are not limited to, supporting continued competition, avoiding unnecessary bidding costs and adhering to subsequent technical or legal guidance.
  7. The Contract will be let on the terms set out at **Appendix 3: Contract** to this ITT.  It is important that Bidders carefully review the terms and the information contained in the Important Notices regarding acceptance of Bids.

Definitions

* 1. In this ITT, the following definitions shall apply:

|  |  |
| --- | --- |
| **Definitions** | |
| **Advisers** | Means all professional advisers of the Authority involved in the Procurement Process |
| **Authorised Representative** | Means any employee of the Authority or the Supplier empowered to make decisions relating to the Contract, on behalf of their organisation |
| **Authority** | Means Mayor and Burgesses of the London Borough of Newham or its duly authorised officers |
| **Bid** | Means the written proposals submitted by a Bidder as part of this Procurement Process at any stage of the Procurement Process |
| **Bidder(s)** | Means individuals and/or Organisations who are interested in submitting a Bid for the Procurement |
| **Confidential Information** | Means all information marked as confidential. Does not apply to any information not marked in this way. |
| **Contract**: | Means the agreement between the Authority and the Supplier for the provision of Services being the subject of this Procurement Process, including all documents to which reference may properly be made in order to ascertain the rights and obligations of the parties |
| **Contract Price** | Means the price referred to in the Contract as payable by the Authority, together with any additions or deductions, agreed in writing under the Contract |
| **ITT** | Means Invitation to Tender |
| **Organisation** | Means a sole trader, partnership, limited partnership, limited liability partnership, co-operative or company and any analogous entity established inside or outside the UK |
| **Procurement** | Means design, co-ordination and facilitation of this contract |
| **Procurement Documents** | Means any document issued by the Authority as part of this Procurement Process |
| **Procurement Portal** | Means Oracle Fusion, which can be accessed via <https://www.newham.gov.uk/council/procurement-%E2%80%93-buy/2> |
| **Procurement Process** | Means the procedure set out in this ITT by which the Procurement will be procured |
| **PSN** | Means Public Services Network |
|  |  |
| **Supplier** | Means the person or Organisation responsible for carrying out the Contract and shall include the Supplier’s successors and permitted assignees |

1. IMPORTANT NOTICES

General

* 1. This ITT has been prepared by the Authority and is for use by those interested in tendering for the Procurement, their professional advisers, and other parties essential to preparing a Bid for the Procurement and for no other purpose.
  2. Bidders' attention is drawn to the further notices set out in this **Section 2** and **Appendix 1: Important Notices** which form part of the conditions of participation in this Procurement Process and to **Section 5** (**Submission Instructions**) which details how to submit Bids.

1. TIMETABLE AND PROCESS

Procurement Timetable

* 1. The timetable below sets out the key dates in the Procurement Process.

| **Date** | **Stage** |
| --- | --- |
| 29 November 2021 | Procurement documents made available online |
| 9 December 2021: 12pm (noon) | Deadline for clarification questions |
| 17 December 2021 by 11am | Deadline for return of bids |
| 21 December 2021 | Evaluation of bids and recommendation for the successful bidders |
| 22 December 2021 | Completion of the Council’s approval and award decision processes |
| 24 December 2021 | Appointment of the successful bidders and award of the contract |
| 4 January 2022 | Contract start |

* 1. The Authority reserves the right to amend this timetable as the Procurement Process progresses.

General Information

* 1. Bidders are directed to the information in relation to conflicts, contained in paragraph 2.1 of **Appendix 1: Important Notices**, and the obligations of the Authority under the Freedom of Information Act 2000 and Environmental Information Regulations 2004.

Pre Bid Clarifications

* 1. Any queries arising from the Procurement Documents should be raised as soon as possible and in any event by no later than Noon on the date stated in the timetable at paragraph 3.1.
  2. Upon commencement of the ITT process Bidders should submit any queries to [events@newham.gov.uk](mailto:events@newham.gov.uk).
  3. Any information that the Authority provides in response to requests for clarification will be distributed to all of the Bidders as opposed to solely the Bidder that requested the information.
  4. Relevant questions together with the answers will be posted on the Procurement Portal.
  5. On submitting a Bid in response to the ITT, it is the Bidder's responsibility to ensure that it fully understands the requirements and obligations of the ITT. The Authority cannot guarantee to respond to all clarification questions and cannot warrant the accuracy of clarification responses sent.

Bid Submissions

* 1. Bids must be submitted following the instructions set out in **Section 5 (Submission Instructions)**.

Post Bid Clarifications

* 1. Upon receipt of a Bid the Authority may wish to pose post-Bid clarification questions to Bidders. This process will be administered via email.

Award Criteria and Evaluation Questions

* 1. Bidders' answers to each of the ITT questions must be self-contained without referring to additional documents, answers to other ITT questions or other supporting statements (unless specifically requested). Bidders should respond to each point in the question when providing its answer. The Authority reserves the right to mark the answer solely on the response to each question and have different evaluation panel teams evaluate different parts of each Bid. Evaluators will only read the response to each individual question they are evaluating; evaluators will not follow any cross-referencing to other parts of the Bid.
  2. Answers should contain information to evidence and demonstrate what and how the Bidder intends to deliver the Services subject of this ITT.
  3. Bidders' answers to the questions are limited to the number of words specified against the question in Appendix 7: Quality Questions(whereapplicable). Where a word limit is specified, **each word** within the answer will be counted towards the word count limit. For example:
* *Forename Surname* = two words;
* *“102”* = one word;
* All wording within or linked to diagrams, pictures, charts or tables (including their labels) will count towards the word limit;
* All text within diagrams, pictures, charts or tables and any diagrams, charts or tables “embedded” within text as a picture or an image will count towards the word limit.
  1. Answers that exceed this word count will be cropped at the word count for the question (excess words over the word count will not be assessed or evaluated). The only exception to this is where words have been specifically stated not to be included within the word count; for example, if the Authority requests a document in support of a Bid and specifically advises that this document is excluded from the word count limit.

The Pricing Schedule

* 1. The Bidder's price will be calculated and weighted in accordance with the instructions detailed in **Section 6 (Evaluation)** and **Appendix 8: Pricing Submissions**. The price element of the Bid will be scored and will contribute to the overall score for the Bid. The Authority seeks a fully costed and transparent Contract Price. These requirements will be clearly detailed within **Appendix 8: Pricing Submissions**.

Completion of Bid

* 1. Evaluation of a Bid does not imply acceptance by the Authority of the Bidder’s financial stability, technical competence or ability in any way to carry out the services. The Authority has the right to return to these matters as part of the formal Bid evaluation process.
  2. The information Bidders provide will be relied upon for evaluation purposes and will be taken to be true and accurate. If subsequently the Authority decides that a Bid contains inaccurate information, the Authority may exclude that Bid (if still under evaluation) and/or terminate a Contract entered into as a result of that Bid.

Confidentiality and Freedom of Information

* 1. Bidders must highlight pink any confidential or sensitive information contained in their Bid and mark with the words “in confidence – not to be circulated to other Bidders" followed by brief reason(s) for the confidentiality of the information.
  2. Bidders must not mark the entirety of their Bid as confidential. Instead, Bidders must highlight pink those aspects of their Bid which are genuinely confidential and explain the reasons for the sensitivity. Bidders should note that if they fail to comply with this, the Authority may treat the entirety of a Bid as non-confidential.
  3. The Authority will have sole discretion as to whether or not to disclose information marked confidential, and in particular as to whether disclosure is required to comply with the Authority's duties under the Freedom of Information Act (2000), the Environmental Information Regulations (2004) and any associated transparency principles.
  4. Please see further details regarding confidentiality inAppendix 1: Important Notices.

Return of Certificates / Contractual Undertaking

* 1. The Authority requires Bidders to give certain undertakings. These undertakings include signing the following documents, which must be completed and submitted in accordance with **Appendix 4: Certificates** as part of a Bid. Copies of the certificates are provided in **Appendix 4: Certificates**.

• Certificate of Non-Collusion

• Certificate of Non-Canvassing

* 1. In addition, Bidders are required to complete and sign the Contractual Undertaking contained at **Appendix 5: Contractual Undertaking** in order to submit a Bid. Failure to complete this may result in a Bid being deemed non-compliant and not being evaluated.

Data Processing

* 1. Bidders will be required to sign the ‘Data Processing Agreement’ referred to at **Appendix 9: Additional Documents** as a condition of contract. The Authority may refuse to evaluate any Bid provided by a Bidder who does not sign the acceptance box at **Appendix 9: Additional Documents**. If the successful Bidder subsequently refuses to sign the Data Processing Agreement, the Authority may refuse to enter into the Contract or, if already entered into, may terminate the Contract.

**Due Diligence**

* 1. Prior to reaching a contract award decision, the Authority will undertake due diligence on the highest scoring Bidder. This due diligence will be conducted on the certificates and documentation supporting the highest scoring Bidder's self-certified responses. The Authority will request the supporting documentation from the highest scoring Bidder who must provide this without delay. The Authority's contract award decision will be subject to the satisfactory completion of this due diligence.

**Contract Award**

* 1. Contract award is subject to the formal approval process of the Authority. Until all necessary approvals are obtained, no contract(s) will be entered into.

1. SPECIFICATION

About the Specification

* 1. The Services are described in the Specification in **Appendix 2: Specification** to this ITT.
  2. Through their responses Bidders shall demonstrate how they intend to deliver Services subject of this Specification.

Alternative Bids

* 1. Alternative Bids will not be accepted.

Cost Strategy

* 1. The Authority seeks a fully costed and transparent Contract Price. These requirements will be clearly detailed within **Appendix 8: Pricing Submissions**.

1. SUBMISSION INSTRUCTIONS

General

* 1. The Authority will reject Bids delivered after the date and time specified as the deadline. Please see **Section 2** and **Appendix 1: Important Notices**.
  2. The Authority reserves the right, at its discretion, to request clarifications in writing or further relevant information from any Bidder after the submission of Bids.
  3. All responses must be submitted electronically through the Procurement Portal. Bids which are, emailed, posted, hand-delivered or faxed to the Authority **will not** be considered.
  4. It is your responsibility to ensure that your Bid is submitted prior to the closing date/time.
  5. You should ensure that you leave enough time to upload and submit your Bids.

Bid documentation

* 1. **Section 7 (Bid Checklist)** contains a Bid Checklist for use by Bidders in checking that they have completed and returned the necessary documentation as part of their Bid in response to this ITT.

Return of Bid documentation

* 1. The Authority is using a secure (hosted) electronic bidding system (ie the Procurement Portal).
  2. User guides are available from the Help menu throughout the Procurement Portal. Bidders are advised to make themselves familiar with the content of the user guides prior to uploading Bids by using the topics within the ‘Help’ menu located on the header bar of all pages.
  3. New users to the Procurement Portal must register first to obtain a user name and password before returning to this opportunity.
  4. In order to complete your electronic Bid the response template must be downloaded to your system, completed and uploaded to the Procurement Portal in accordance with the return instructions and by the stated deadline for submission of ITT responses. Bidders should be aware that the Authority is unable to open any Bids until after the specified closing date and time for the receipt of Bids. Until this time, Bids are stored in an e-vault and cannot be accessed in any manner by any Authority staff.

* 1. The full Bid must be completed and returned in the published format (ie Microsoft Word or PDF). Failure to comply with this instruction may result in your Bid being discounted. Your Bid must be submitted through the Procurement Portal (this may be submitted at any time prior to the closing time and date). Submission of electronic Bids should not be left to the last moment as it may take some time to upload your completed Bid. The server timestamps (GMT) Bids when they are submitted. Bids submitted after the stated closing date and time **will not** be considered. Bids may be rejected if they are not properly completed.
  2. Where Appendices to this ITT and/or forms submitted by Bidders during the Procurement Process require signing either by the Bidders or a third party (e,g. a bank authority or insurance certificate), electronically completed versions are acceptable for bidding purposes. Therefore, the Authority will accept scanned copies of original signed forms and the Authority will also accept either scanned copies of original signed Appendices or copies of the Appendices with typed signatures. Fully signed hard copies of any forms will be required from Bidder(s) prior to the award of the Contract.
  3. All responses should be in English, text submitted in A4, with a font size of 12 and any financial references should be in Pounds Sterling.
  4. Where additional information has been requested (e.g. a company structure chart), this information should be clearly named so as to identify the file's contents and should be uploaded with your Bid.

Attachments

* 1. Where specifically requested, attachments must be submitted as separate documents, preferably as PDF files. They should be clearly named so that it is obvious what each attached file contains and which question it relates to.
  2. Attachments that have not been requested as part of the ITT will be ignored and will not be taken into consideration as part of the evaluation process.

1. EVALUATION

General

* 1. This Section sets out the evaluation criteria against which the ITT responses will be assessed.
  2. Bidders are required to respond to each of the questions set out in **Appendix 7: Quality Questions** and complete in full the requirements in **Appendix 8: Pricing Submissions**.

Evaluation Criteria and Weightings

* 1. The contract award decision will be made based on the application of the detailed evaluation criteria (and sub-criteria) shown in **Appendix 6: Award Criteria**.

Evaluation Methodology

* 1. Prior to carrying out the detailed scoring of Bids, the Authority will conduct compliance checks. Bids which are substantially incomplete or which are non-compliant with the requirements set out in this ITT may be rejected.
  2. Following compliance checks, each Bid will be evaluated and scored against the evaluation criteria and weightings and Bidders will be ranked in line with their scores.
  3. The evaluators will allocate scores in accordance with the scoring scale at paragraph 6.10, and the award criteria published in this document (**Appendix 6: Award Criteria**).
  4. Prices contained in Bids will be evaluated after the quality evaluation has been completed.
  5. The Authority reserves the right to update and refine the evaluation approach (set out in this Section 6, the quality questions (**Appendix 7: Quality Questions**) and sub-criteria as well as the financial submission (**Appendix 8: Pricing Submissions**) prior to the ITT response deadline.
  6. Once the quality and price scores have been allocated and moderated the weightings are applied and the resulting quality and price scores are combined for each Bidder to produce a final overall score for that Bidder. The successful Bidder(s) will be the one(s) that submit the highest scoring overall Bid(s).

Quality Evaluation

Scoring Scale

* 1. In relation to the Quality criteria and sub-criteria (as indicated in **Appendix 6: Award Criteria**), each question will be scored in application of the following scoring scale:

| **Score** | **Commentary** |
| --- | --- |
| 5 | The Tender Response is of a very high standard with no reservations at all about acceptability. The Tenderer can deliver all stated requirements. |
| 4 | The Tender Response is compliant, logical and robust. It indicates that most stated requirements are met but falls short of score 5 grade. |
| 3 | The Tender Response is generally compliant, logical and of a good standard. All basic requirements are met; however there is a lack of evidence/understanding on some requirements. |
| 2 | The Tender Response is only partially compliant, with shortfalls in the solution offered. This indicates that not all basic requirements of the Service would be met and there would be difficulty in delivering the Service requirements. |
| 1 | The Tender Response shows serious deficiencies in the solution offered. This indicates there would be serious difficulties or inability in delivering the Service requirements. |
| 0 | Non-Compliant – the Tenderer’s response has not provided relevant information to answer or indicate a solution to any of the required Contract requirements. As a result fails to meet the minimum requirements. |

* 1. In applying the scoring scale, each Bid will be evaluated according to its quality and deliverability. The term ‘quality’ in this context refers to performance and fitness for purpose of the proposal and therefore covers any aspect of a submission that affects the performance of the contract. ‘Deliverability’ refers to the likelihood that all aspects of a particular submission could in fact be delivered by the Bidder concerned.

Evaluation Panel

* 1. Each member of the evaluation panel will assess each Bid separately. Questions may be divided between evaluation panel members so that an evaluator may not read the entirety of a Bid.
  2. The evaluation panel members will, on an individual basis for each Bidder’s response to a question, decide which commentary most accurately describes the response. The evaluation panel members will record the corresponding score and the strengths and weaknesses of the response.
  3. Only the score corresponding to the commentary detailed in the scoring matrix may be awarded to a response (ie 0-10). No other scores may be used and decimal scores are not permitted (eg 3.6).

Moderation

* 1. A moderation process will then be undertaken with the evaluation panel to discuss and agree an overall single consensus score for each response where individual evaluator scores differ in relation to a Bidder’s response to a question.
  2. Each question will be awarded a consensus score in accordance with the scoring scale at 6.10 (ie 0-10). This consensus score will be divided by the highest score available for that question (ie 10) to give a percentage score. The percentage score will then be multiplied by the question weighting to provide a weighted score for each question.
  3. All weighted scores from each award criterion will then be added together to give a final quality score total for each Bid.
  4. At each stage of the process all mathematical results will be rounded to two decimal places.
  5. For illustration purposes, a worked example to demonstrate the scoring process is provided below. **Please note that the weightings and marks available in the example relate only to the example and not to this Procurement Process.**

**Example:**

Figure 1, below, shows the overall Quality and Price weightings for this *example* procurement process:

**Figure 1: Example Evaluation Criteria and Weightings**

|  |  |
| --- | --- |
| **Criteria** | **Criteria weighting** |
| Quality | 60% |
| Price | 40% |
| **TOTAL** | **100%** |

Figure 2, below, shows the detailed criteria and weightings for this example procurement process:

**Figure 2 Example Detailed Criteria and Weightings**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Criteria** | **Criteria Weighting** | **Level 1 - Sub-Criteria** | **Sub-Criteria Weighting** | **Level 2 – Sub-Criteria** | **Level 2 – Sub-Criteria Weighting** |
| **Quality** | **60%** | **Technical Merit** | **40%** | **Question 1** | **20%** |
| **Question 2** | **10%** |
| **Question 3** | **10%** |
| **After Sales Service** | **20%** | **Question 4** | **15%** |
| **Question 5** | **5%** |
| **Price** | **40%** |  | **40%** |  | **40%** |
| **TOTAL** | **100%** |  | **100%** |  | **100%** |

In This example, the overall Quality criterion of 60% is made up of two sets of Level 1 sub-criteria:

1. Technical Merit (40% of the overall score); and
2. After Sales Service (20% of the overall score).

Each Level 1 sub-criterion is made up of Level 2 sub-criteria which are the individual questions (Question 1, Question 2 etc). Each Level 2 sub-criterion weighting is shown next to the Level 2 sub-criterion.

**Worked Example**

The quality scores awarded for ‘Bidder 1’ for this example procurement process are detailed in Figure 3 below:

**Figure 3 Example Bidder 1 Quality Score**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Level 2 – Sub-Criteria** | **Level 2 – Sub-Criteria Weighting** | **Consensus Score Awarded** | **Score Calculation** | **Score Awarded** |
| Question 1 | 20% | 6 | (6/10) x 20 | 12.00 |
| Question 2 | 10% | 10 | (10/10) x 10 | 10.00 |
| Question 3 | 10% | 8 | (8/10) x 10 | 8.00 |
| Question 4 | 15% | 8 | (8/10) x 15 | 12.00 |
| Question 5 | 5% | 4 | (4/10) x 5 | 2.00 |
|  | | **Total Weighted Quality Score for Bidder 1** | | **44.00** |

For each question, the consensus score awarded (which will range from 0-10) will be divided by 10 and then multiplied by the Level 2 sub-criteria weighting to arrive at the score awarded. Each of the scores awarded is then added together to calculate the Bidder’s total weighted Quality score.

For example, for Question 1, Bidder 1’s consensus score awarded was ‘6’. 6 is divided by 10 (6/10) and then multiplied by the Level 2 sub-criteria weighting for Question 1, which is 20, to arrive at the score awarded for Question 1. (6/10) x 20 = 12.

This process is repeated for Questions 2 through 5 and then the five scores awarded to Bidder 1 are added together to produce Bidder 1’s total quality score. In this example, Bidder 1 has achieved a total weighted Quality score of 44 out of a maximum possible score of 60.

Price Evaluation

* 1. The price evaluation will be based on the lowest price.
  2. Price will be evaluated by applying the methodology set out below to the response provided by Bidders in their Financial Submissions in the format set out in **Appendix 8: Pricing Submissions**.
  3. The lowest price will score 100 marks. The other offers will then receive scores expressed as an inverse proportion of the lowest price. All results will be rounded to two decimal places. The formula used will be:

(Lowest price/Bidder’s price) x 100 = Bidder’s price score

**Example:** Lowest Bid price = £1000. Bidder 1’s Bid price = £1300. Bidder 1’s price would attract a score of 76.92 calculated as follows:

1000/1300 = 0.7692 x 100 = 76.92

* 1. Price scores will then be multiplied by the price weighting to give a final price score.

**Example:** In this example the price score of 76.92 is then multiplied by the overall price weighting of 40%, to give a final price score for evaluation purposes of 30.77 calculated as follows: 76.92 x 0.40 = 30.77

* 1. If a Bidder submits a free of charge Bid, for evaluation purposes, that offer will be allocated a price of 1p. The Bid with a price of 1p will attract 100% of the marks available for the price score and the other offers will then receive scores expressed as an inverse proportion of the 1p Bid.

**Final Evaluation Score**

* 1. The final overall quality + price score for each Bidder is obtained by adding the final weighted quality score for that Bidder to the final weighted price score for that Bidder to give an overall combined quality + price score out of 100.

**Example:** For Bidder 1 the final weighted quality score is 44 and the final weighted price score is 30.77. This gives an overall quality + price score of 74.77.

* 1. Each Bidder’s overall quality + price score will be compared with the other Bidders’ overall quality + price scores to identify the successful Bid(s).

1. BID CHECKLIST
   1. Bidders should ensure that they have fully read this ITT and each of the Appendices to the ITT (including the Specification (**Appendix 2: Specification**) and the Contract (**Appendix 3: Contract**)) before commencing the completion of their Bids.
   2. The checklist below should be used by Bidders to check that they have considered all necessary Procurement Documents and that they have completed and returned all Appendices which will form part of their Bids.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Document title** | **Document location (if not contained in this ITT)** | **Action** | **Complete** |
|  | ITT |  | Read |  |
|  | ITT front sheet only |  | **Complete and submit with Bid** |  |
|  | Appendix 1: Important Notices |  | Read |  |
|  | Appendix 2: Specification |  | Read |  |
|  | Appendix 3: Contract |  | Read |  |
|  | Appendix 4: Certificates |  | **Read, sign and submit** |  |
|  | Appendix 5: Contractual Undertaking |  | **Read, sign and submit** |  |
|  | Appendix 6: Award Criteria |  | Read |  |
|  | Appendix 7: Quality Questions |  | **Read, complete and submit** |  |
|  | Appendix 8: Pricing Submissions |  | **Read, complete, sign and submit** |  |
|  | Appendix 9: Additional Documents |  | **Download and read all Additional Documents and sign and return the acceptance form** |  |

: Important Notices

1. **Confidentiality**
   1. The Procurement Process may involve the Authority providing Confidential Information to the Bidders. The Bidders shall at all times:
      1. treat all Confidential Information as confidential;
      2. not disclose, copy, reproduce, distribute or pass the Confidential Information to any other person at any time;
      3. not use the Confidential Information for any purpose other than for the purposes of making (or deciding whether to make) a Bid in relation to the Procurement; and
      4. comply with the provisions of paragraph 4.1 below (which contains restrictions on publicity activity within any section of the media or similar).
   2. Bidders may disclose, distribute or pass the Confidential Information to another person (including, but not limited to, for example, employees, consultants, sub-contractors or advisers, the Bidder's insurers or the Bidder's funders) if either:
      1. this is done for the sole purpose of enabling a Bid to be made and the person receiving the Confidential Information undertakes in writing to keep the Information confidential on the same terms as set out in this ITT; or
      2. the Bidder obtains the prior written consent of the Authority in relation to such disclosure, distribution or passing of the Information
   3. The Authority may disclose detailed information relating to Bids to the Authority's members, directors, officers, employees, agents or advisers and they may make the key Bids documents available for private inspection by the Authority's members, directors, officers, employees, agents or advisers.
   4. The Procurement Process may also involve Bidders providing Bidder's Confidential Information to the Authority. The Authority reserves the right to disseminate Bidder's Confidential Information to all Bidders whether during the ITT process or after the Contract has been entered into.
   5. The Authority will act reasonably as regards the protection of Bidder's Confidential Information, subject to the Authority's duties under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (see 10.1 below) and any other associated transparency duties.
2. **Conflicts**
   1. The Authority requires all actual or potential conflicts of interest to be declared and resolved to the Authority's satisfaction prior to the delivery of a Bid. Failure to declare such conflicts (including new conflicts which may arise during the Procurement Process) and/or failure to address such conflicts to the reasonable satisfaction of the Authority could result in a Bidder being disqualified at the sole discretion of the Authority.
3. **Canvassing and non-collusion**
   1. The Authority reserves the right to disqualify (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Bidder may attract) any Bidder who (or its directors or any other person who has powers of representation, decision or control of the Bidder), in connection with this ITT:
      1. offers any inducement, fee or reward to any member or officer of the Authority or any person acting as an adviser for the Authority in connection with this ITT;
      2. does anything which would constitute an offence within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906, where the offence relates to active corruption;
      3. does anything which would constitute the offence of bribery, where the offence relates to active corruption;
      4. does anything which would constitute bribery within the meaning of section 1 or 6 of the Bribery Act 2010;
      5. canvasses any member or officer of the Authority or any person acting as an adviser for the Authority in connection with this ITT;
      6. contacts any officer of the Authority prior to the Contract being entered into about any aspect of the ITT in a manner not permitted by this ITT (including without limitation contact for the purposes of discussing the possible transfer to the employment of the Bidder of such officer);
      7. fixes or adjusts the amount of its Bid by or in accordance with any agreement or arrangement with any other Bidder (other than its own supply chain);
      8. enters into any agreement or arrangement with any other Bidder to the effect that it shall refrain from making a Bid or as to the amount of any Bid to be submitted;
      9. causes or induces any person to enter such agreement as is mentioned in either paragraph 3.1.7 or 3.1.8 or to inform the Bidder of the amount or approximate amount of any rival Bid;
      10. canvasses any person connected with this ITT who is not one of its own team;
      11. 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 Bid (or proposed Bid any act or omission;
      12. communicates to any person other than the Authority the amount or approximate amount of his proposed Bid (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a Bid);
      13. enters into any agreement with any other Bidder aimed at distorting the outcome of the competition;
      14. undertakes to unduly influence the decision-making process of the Authority; or
      15. undertakes to obtain confidential information that could confer upon an undue advantage in the award of the Contract.
   2. Bidders will be required to complete and submit certificates of non-collusion and non-canvassing as part of their Bid.
4. **Publicity**
   1. Bidders shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the Contract has been entered into, any publicity activity with any section of the media in relation to the Procurement other than with the prior written agreement of the Authority. Such agreement shall extend to the content of any publicity. In this paragraph the word "media" includes (but without limitation) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.

1. **Liability of the Authority and its Advisers**
   1. In the Procurement Documents, "the Authority" includes all or any of the Authority and its members, officers and Advisers, and the directors, officers, members, partners, employees, other staff, agents or advisers of any such body or person.
   2. The Procurement Documents have been prepared by and on behalf of the Authority for the purposes of:
      1. providing an application procedure for individuals or Organisations interested in submitting a Bid for the Procurement; and
      2. to assist persons interested in submitting a Bid for the Procurement in making their own evaluation of the potential opportunity.
   3. The Procurement Documents are intended only to provide a background explanation of the Procurement and are not intended to form the basis of any decision on whether to enter into any contractual relationship with the Authority. The Procurement Documents do not purport to have been independently verified. The Procurement Documents should not be relied on as an investment recommendation of the Procurement made by the Authority to Bidders.
   4. The Authority and its Advisers:
      1. do not make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the Procurement Documents provided. Any persons considering entering into a contractual relationship with the Authority should make their own investigations and independent assessment of the Authority and its requirements for this Procurement and should seek their own professional technical, financial and legal advice; and
      2. exclude all liability for any loss or damage whether caused by contract, tort (including negligence), misrepresentation or otherwise (other than in respect of fraud or fraudulent misrepresentation or personal injury or death) in relation to the Procurement Documents and/or arising as a result of reliance on the information in the Procurement Documents or any subsequent information made available to Bidders. Any and all liability is expressly excluded to the maximum extent permissible by law.
   5. Only the express terms of any written contract relating to the Procurement (as and when it is entered into) shall have any contractual effect in connection with this Procurement Process.
   6. The publication of the Procurement Documents in no way commits the Authority to award any contract to deliver the Procurement. The Authority reserves the right to vary or change all or any part of the procedures for the Procurement Process at any time or not to proceed with the Procurement for any reason.
   7. For the purposes of the Procurement and the Procurement Process, all Advisers referred to in this document are acting exclusively as the advisers to the Authority and will not be responsible or owe any duty of care to anyone other than the Authority.
2. **Provision of further information from Bidders prior to making a Bid** 
   1. The Authority is relying on the information provided by Bidders during the Procurement Process (including but not limited to Bids). If, at any time during this Procurement Process there are any material changes to that information, the Bidder must advise the Authority as soon as practicable (even if this is prior to the submission of a Bid). Upon receipt of such information, the Authority shall be entitled to revisit the selection and/or evaluation of the Bidder and exclude the Bidder if necessary, as a result of that process.
3. **Procurement Process and costs** 
   1. The Authority reserves the right at any time:
      1. to require a Bidder to clarify their Bid(s) in writing and/or provide additional information (failure to respond adequately may result in a Bidder not being successful); and/or
      2. to amend the terms and conditions of the Procurement Process;
      3. not to consider Bids other than those specified;
      4. to issue amendments or modifications to the ITT;
      5. to alter the timetable to contract award;
      6. to cancel or withdraw from the Procurement Process at any stage; and
      7. not to award a contract.
   2. All Bidders are solely responsible for their costs and expenses incurred in connection with the preparation and submission of Bids and participation in this and all future stages of this Procurement Process. Under no circumstances will the Authority be liable for any costs or expenses incurred by Bidders or any of a Bidder's supply chain, partners or advisers in this Procurement Process. This is the case even where the Authority abandons the Procurement Process for any reason.
4. **Rejection of Bids**
   1. The Authority will reject or disqualify a Bidder at any time during the Procurement Process where a Bid is submitted late.
   2. The Authority reserves the right to reject or disqualify a Bidder at any time during the Procurement Process where:
      1. a Bid is completed incorrectly, is materially incomplete or fails to meet the Authority's submission requirements which have been notified to the relevant Bidder;
      2. a Bidder provides inaccurate information regarding a sub-contractor who is to play a significant role in delivering key requirements;
      3. the Bidder are guilty of material misrepresentation in relation to its Bid and/or the Procurement Process;
      4. the Bidder contravenes any of the terms and conditions of this ITT;
      5. there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder; or
      6. Bids or offers by Bidders are made subject to additional or alternative conditions.
   3. All information conveyed within a Bid will be relied upon as being true and accurate and will form part of the Contract. If any of the information given within a Bid is subsequently identified as being inaccurate, the Authority may exclude that Bidder from further consideration pre contract award. In the event of such an eventuality post contract award, the Authority reserves the right to terminate the Contract.
   4. The disqualification of a Bidder will not prejudice any other civil remedy available to the Authority and will not prejudice any criminal liability that such conduct by a Bidder may attract.
   5. The Authority reserves the right to require Bidders at any moment during the Procurement Process to submit all or any of the supporting documents (or to supplement or clarify certificates received) where it is necessary to ensure the proper conduct of the Procurement Process for the purposes of:
      1. establishing whether the Bidder fulfils (or continues to fulfil) the rules and criteria for participating in the competition.
   6. Furthermore, before awarding the contract, the Authority reserves the right to require the successful Bidder to submit up-to-date supporting documents (or to supplement or clarify certificates received) for the purposes of establishing the continued fulfilment of the suitability criteria and requirements (including where relevant the continued possession or attainment of quality assurance standards and environmental management standards (or evidence of their equivalents)).
5. **Acceptance of Bids**
   1. Bidders are reminded that no contract is entered into until the relevant contractual documents have been duly signed on behalf of the Authority, the successful Bidder and all other relevant parties and declared unconditional. No dialogue or communication with the Authority, shall imply acceptance of any offer or constitute an indication that the Bidder will be awarded the contract.
   2. The Contract shall be in the form set out in **Appendix 3: Contract** and subject to the Authority’s Standard Conditions of Contract. Wherever special conditions of contract are contained in the ITT, the contract shall be subject to those special conditions in addition to the Standard Conditions of Contract, and where those special conditions are inconsistent with the Authority's Standard Conditions of Contract, the special conditions shall prevail.
   3. Prior to the Contract being entered into Bidders will be required to hold firm the prices submitted in their Bid for 90 days and no increase will be accepted prior to the Contract being entered into.

* 1. Once the Contract is entered into, prices are to be held firm for a minimum of 12 months unless otherwise stated (“Price Stability Period”).
  2. The prices quoted in the Supplier’s Bid shall remain fixed throughout the term of the Contract except as may be varied in accordance with the terms of the Contract.
  3. Contract terms **will not** be subject to negotiation.

1. **Freedom of Information Act 2000 and Environmental Information Regulations 2004**
   1. The Authority is subject to the requirements of the Freedom of Information Act 2000 (the "Act") and the Environmental Information Regulations 2004 ("EIR"). Accordingly, all information submitted to it may need to be disclosed by the Authority in response to a request under either the Act or the EIR (a "Request").
   2. In making any submission during this Procurement Process, each Bidder acknowledges and accepts that information contained therein may be disclosed by the Authority under the Act or EIR without consulting the Bidder, although the Authority will endeavour to consult with the Bidder and consider its views before doing so.
   3. If Bidders consider that any information made available to the Authority is commercially sensitive, they should identify it and explain (in broad terms) what harm may result from disclosure, and the time period applicable to that sensitivity. Even where information made available to the Authority is marked commercially sensitive, the Authority shall be entitled (acting in its sole discretion) to disclose it pursuant to a Request. Please also note that information marked "confidential" or equivalent by Bidders does not bind the Authority to any duty of confidence by virtue of that marking.
   4. Exemptions to disclosure pursuant to a Request do exist and the Authority reserves the right to determine (acting in its sole discretion) whether there is any available exemption and whether to disclose any information made available to it by Bidders pursuant to any Request. If you are unsure as to the Authority's obligations under the Act or EIR regarding the disclosure of sensitive information please seek independent legal advice.
2. **Intellectual Property** 
   1. This RFQ (and all Procurement Documents) may not be reproduced, copied or stored in any medium without the prior written consent of the Authority except in relation to the preparation of a Bid.
   2. All documentation supplied by the Authority in relation to this ITT (including all Procurement Documents) is and shall remain the property of the Authority and must be returned on demand, without any copies being retained. Bidders are not authorised to copy, reproduce, or distribute the information in the Procurement Documents at any time except as is necessary to produce a Bid.

: Specification

Please refer to the document titled Appendix 2: **Specification for Green Street Two-Day Half Term Event**

: Contract

Please refer to the document titled **Appendix 3: Form of Contract for Green Street Two-Day Half Term Event**

: Certificates

**TENDER FOR: Green Street Two-Day Half Term Event**

**CERTIFICATE OF NON-COLLUSION**

***In the case of a Consortium, each Consortium Member must complete and return this Certificate.***

To London Borough of Newham (“the Authority”)

The essence of the public procurement process is that the Authority shall receive bona fide competitive Bids from all Bidders. In recognition of this principle I/We certify that this is a bona fide Bid, intended to be competitive and that I/we have not fixed or adjusted the amount of the Bid or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other party.

I/We also certify that I/we have not done and undertake that I/we will not do at any time any of the following acts:

a) communicate to a party other than the Authority the amount or approximate amount of my/our proposed Bid (other than in confidence in order to obtain quotations necessary for the preparation of the Bid);

b) enter into any agreement or arrangement with any other party that he shall refrain from submitting a Bid or as to the amount of any Bid to be submitted;

c) offer or agree to pay or give or 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 any act or omission to be done in relation to any other Bid or the proposed Bid; or

d) enters into any type of agreement or arrangement with any other party aimed at distorting the outcome of the competition

In this Certificate:

• the word “person” includes any person, body or association, corporate or incorporate

• the phrase “any agreement or arrangement” includes any transaction, formal or informal whether legally binding or not.

• the word “Bid” includes all ITT submissions

|  |  |  |
| --- | --- | --- |
| 1 | SIGNED |  |
|  | POSITION |  |
| 2 | SIGNED |  |
|  | POSITION |  |

|  |  |
| --- | --- |
| On behalf of |  |
| Date |  |

**TENDER FOR: Green Street Two-Day Half Term Event**

**CERTIFICATE OF NON-CANVASSING**

***In the case of a Consortium, each Consortium Member must complete and return this Certificate.***

To London Borough of Newham (“the Authority”)

I/We hereby certify that I/we have not in connection with the award of the contract for The Procurement or any other proposed contract for the Newham Standing Citizens’ Assembly.

• canvassed any member, employee, agent of the Authority

• undertaken to unduly influence the decision-making process of the Authority

• undertaken to obtain confidential information that could confer upon me/us an undue advantage in the award of the contract

and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/we will not in the future do or seek to do the prohibited acts referred to above and that no person employed by me/us or acting on my/our behalf will do any such act.

|  |  |  |
| --- | --- | --- |
| 1 | SIGNED |  |
|  | POSITION |  |
| 2 | SIGNED |  |
|  | POSITION |  |

|  |  |
| --- | --- |
| On behalf of |  |
| Date |  |

: Contractual Undertaking

**TENDER FOR: Green Street Two-Day Half Term Event**

**CONTRACTUAL UNDERTAKING**

**To Mayor and Burgesses of the London Borough of Newham ("the Authority ")**

I / We the undersigned DO HEREBY UNDERTAKE on the acceptance by the Authority of my / our Bid either in whole or in part, to supply (or perform the services), on such terms and conditions and in accordance with such Specifications (if any), as are contained or incorporated in the Authority's ITT. I / We agree and declare that the acceptance of this Bid by letter on behalf of the Authority, whether for the whole or part of the items included therein, will constitute a contract for the supply of such items, and, I / We, if requested by the Authority, will enter into a further agreement for the due performance of the contract.

|  |  |  |  |
| --- | --- | --- | --- |
| \*Signed |  | Date |  |

|  |  |
| --- | --- |
| Name (in block capitals) |  |

|  |  |  |  |
| --- | --- | --- | --- |
| In the capacity of |  | on behalf of |  |
| (State official position, ie Director, Manager, Secretary etc) | | | |

|  |  |
| --- | --- |
| Company Name |  |
| Postal address |  |
|  |  |
| Telephone No |  |
| Fax No |  |
| E-mail |  |
| \*Company Registration Number and legal form |  |

\*(It must be clearly shown whether the Bidder is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Bidder, the capacity in which he/she signs or is employed).

: Award Criteria

Table 1: Evaluation Criteria and Weightings

|  |  |  |
| --- | --- | --- |
|  | **Criteria** | **Weighting for Bid Evaluation** |
| A | Quality | 70% |
| B | Price | 30% |
| **TOTAL** |  | **100%** |

**Table 2: Detailed Criteria and Weightings**

|  |  |  |  |
| --- | --- | --- | --- |
| **Criteria** | **Criteria Weighting** | **Sub-Criteria** | **Sub-Criteria Weighting** |
| Quality | 70% | Curation, Production & Objectives | 40% |
| Experience & Team | 40% |
| Participation | 20% |
| Price | 30% |  | |

: Quality Questions

**QUESTIONS BIDDERS ARE REQUIRED TO ANSWER**

The responses to the questions in this Appendix along with the prices submitted in the pricing schedule will be used to evaluate the responses received under the criteria and weighting system. Please refer to the Award Criteria detailed in **Appendix 6: Award Criteria** and familiarise yourself with this before completing this Appendix. Bidders should be aware that there is a word count limit for certain questions; please see paragraph 3.13 for information on how word count limits are treated.

The template has been uploaded and is titled **Appendix 7 Quality Questions Response Document** and will need to be completed and uploaded in accordance with the instructions at Sections 3 and 7 of the ITT.

|  |
| --- |
| **Q1 Curation, Production and Objectives**  (Weighting out of 70% = 40%) |
| 1. Describe your vision for **(1000 words)**:    1. Curating and producing the two day event for Green Street;    2. The art forms and activities that you will utilise across the two days;    3. Format of programme; and    4. The objectives listed in the Specification, namely:  * A wide range of activity including performances, workshops and immersive experiences using a range of art forms including, but not limited to, spoken word, film, dance, music, visual art and drama that captures people’s imagination * Intergenerational activities that promote social integration, as well as activities that may be more relevant to younger and older residents * Installations and activities using spaces along Green Street, within the market and on Queen’s Square, including possible use of the four vacant shop units below the Hamara Ghar * Innovative collaborations that can be co-created, projects that foster social integration, opens up opportunities and increases participation rates in cultural activity * Increase Newham’s profile and reputation as a cultural destination by providing high quality cultural events that draw people into the borough and showcase its diversity and internationalism  1. Please provide details of how you intend to **(500 words)**:    1. Engage with grassroots organisations and individual Newham based artists; and,    2. Engage wider community organisations and businesses based in Green Street.   **Your response to this question must be limited to no more than 1,500 words.** |

|  |
| --- |
| **Q2 Experience and Team**  (Weighting out of 70% = 40%) |
| c.1. Describe your experience of curating and producing similar programmes **(400 words)**.  c.2. Describe the team you will appoint for this commission and why. Please give a brief explanation of each role **(500 words)**.  c.3. Explain the capacity you have to curate and produce the programme based on the specification and timescales **(300 words)**.  c.4. Describe your experience of working diverse communities, similar or equivalent to those in Newham **(300 words)**.  **Your response to this question must be limited to no more than 1,400 words.** |

|  |
| --- |
| **Q3 Participation**  (Weighting out of 70% = 20%) |
| d.1. Describe your approach to maximising audience participation and footfall to the event and the high street. **(250 words)**  d.2. Methods for getting residents involved in the programme. **(250 words)**  **Your response to this question must be limited to no more than 500 words.** |

Appendix 8: Pricing Submissions

Bidders are required to complete the Pricing Schedule template setting out their budget for the lifetime of the contract.

The template has been uploaded and is titled **Appendix 8 Pricing Submission** and will need to be completed and uploaded in accordance with the instructions at Sections 3 and 7 of the ITT.

Please note that it is essential that you use the template provided for your tender to be compliant.

Appendix 9: Additional Documents

Please download the additional documents listed below from the Procurement Portal and complete and submit in accordance with the instructions at Sections 3 and 7 of the ITT.

**Appendix 9 Additional Document A -** **Data Processing Agreement**