

HAR6080 Gateways to Whitechapel Market

ITT Instructions



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1. Key Information

1.1 Definitions

Authority	London Borough of Tower Hamlets, the contracting authority in this procurement.
Bidder	a single operating organisation / person that has been short-listed and invited to participate in the Procurement Exercise.
Bidder Member	a shareholder or member or proposed shareholder or member in, or controlling entity of, the Bidder and / or that shareholder's or member's or proposed shareholder's or member's ultimate holding company or controlling entity.
Contract	the draft contract attached as Terms and Conditions that together with this ITT, submission, Clarifications and/or additional information will form part of the final contract.
Evaluation Criteria	those criteria against which Bidders' Tenders at each Stage shall be evaluated, as set out in the Pricing Schedule and Quality/Technical Schedule as well as in Evaluation Process Guide.
FOIA	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, and the Environmental Information Regulations 2004 together with any guidance and / or codes of practice issued by the Information Commissioner.
ITT	this Invitation to Tender sent to Bidders.
ITT Award Criteria	the criteria for awarding the contract as stated in section 3 of this document.
ITT Period	the period between the issuing of the ITT and the final date for submission of Tenders.

Procurement Specific Questionnaire (PSQ)	The on-line PSQ document seeking information on a company's establishment and financial standing, experience and technical ability.
Portal	www.londontenders.org
Procurement Documents	the ITT and associated documents referenced in this ITT at section 2.1.
Regulations	the Procurement Act 2023 (PA2023) and the Procurement Regulations 2024.
Tender	a response by a Bidder submitted pursuant to the ITT or any further responses requested by the Authority; the ITT submission will consist of the response to any online questionnaire, if required, and the upload of the requested documents. Both must be 'submitted' through the system on time.
Working Day	any day other than Saturday or Sunday which banks are open for business in the City of London.

1.2 Introduction to the Tender

- 1.2.1 This tender has been issued by the London Borough of Tower Hamlets (the Authority) in accordance with the Regulations. This procurement exercise will, therefore, be run in accordance with the Regulations as an Open Procedure.
- 1.2.2 These instructions to Bidders describe the Authority's requirements for the Services, the tendering process and the commercial terms on which the Authority proposes to contract in due course with the successful Bidder.
- 1.2.3 They also set out details for the Bidder on the form and content of tenders which are invited and the timetable and other administrative arrangements for the tendering process.
- 1.2.4 The Contract Period is for a period of **12 months**.
- 1.2.5 The estimated annual contract value of this Contract is £200,000 (excluding VAT).
- 1.2.6 Details in relation to the project can be found in the Descriptive Document.

1.3 Conflict of Interest

- 1.3.1 The Authority may exclude any Bidder if there is a conflict of interest or a potential conflict of interest which cannot be effectively remedied. The concept of a conflict of interest as set out in Section 81 of the Regulations, includes any situation where a person acting for or on behalf of the Authority who has the ability to influence the procurement decision has, directly or indirectly, a personal, professional or financial interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure. A conflict of interest (for the purposes of this procurement) may also exist in the event that a Bidder and/or any Associated Person is participating in another consortium or team.
- 1.3.2 Where there is any indication that a conflict of interest or a potential conflict of interest exists then it is the responsibility of the Bidder to inform the Authority and provide details of the conflict. In particular, a conflict of interest may arise where:
 - A Bidder (including any member of a consortium and/or any Associated Person) has been involved in advising the Authority on matters relating to the Project or in the preparation of the documents or information relating to the Project; and/or
 - A director, company secretary, or a staff member from a Bidder (including any member of a consortium and/or Associated Person) is related to one of the Authority's employees or is a Cabinet member or related to a Cabinet member of the Authority; and/or
 - A Bidder and/or Associated Person is participating in the procurement exercise in more than one capacity (for example, where a Bidder and/or Associated Person is seeking to participate in the procurement exercise in their own right and as a member of a consortia bid, or where a Bidder and/or Associated Person is seeking to participate in the procurement as a member of more than one consortium).
- 1.3.3 Where any conflict of interest or potential conflict of interest puts the Bidder at an unfair advantage or disadvantage in relation to the procurement:

- the Authority may require the relevant Bidder to take reasonable steps to ensure that the conflict does not put the Bidder at an unfair advantage or disadvantage; and
- where the advantage cannot be avoided or where the Bidder will not take the steps required, the Authority will exclude the Bidder from the procurement process.

1.3.4 Please note that routine pre-market engagement carried out by the Authority should not represent a conflict of interest for a Bidder, provided that the engagement has been carried out in a transparent manner.

1.4 Confidentiality

1.4.1 The Bidder acknowledges and agrees to complete a confidentiality agreement as part of this Tender process. For the avoidance of doubt, this ITT is intended for the exclusive use of the Bidder and is provided on the express understanding that the ITT and the information contained in it, or in connection with it, will remain strictly confidential as between the Authority and the Bidder. This ITT may not be reproduced in whole or in part, nor provided to any third parties, save for the purposes of:

- Taking legal or other professional advice in connection with completing a Tender, provided that such advisers also agree to keep such information confidential;
- Discussing a Tender with potential subcontractors or partners;
- Obtaining information from other organisations or funders where required expressly by the ITT or otherwise where necessary, as relevant to the Bidder's Tender;
- Obtaining the input from any other parties that Bidders demonstrate will provide information relevant to their Tender, subject always to the Authority's prior written consent and provided that, in each case, Bidders obtain from such parties, prior to such disclosure, confidentiality undertakings of at least equivalent strength to this section 1.4 and provide such undertakings to the Authority.

1.4.2 The Authority will require the Bidder to submit its standard form of Confidentiality

1.5 General Data Protection Regulations (GDPR)

1.5.1 References in this ITT to the Data Protection Legislation shall be references to the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) as defined in section 3(10) of the Data Protection Act 2018, along with any associated guidance and Codes of Practice as issued from time to time. For the purposes of this ITT, the terms Data Controller, Data Subject, Personal Data, Process and Processing shall have the meaning prescribed under the Data Protection Legislation.

1.5.2 Bidders acknowledge that in processing Personal Data pursuant to this ITT they do so as an independent Data Controller.

- 1.5.3 Bidders shall at all times during this tender exercise comply with the provisions and obligations imposed by the Data Protection Legislation and shall assist and/or co-operate with the Authority in respect of the Authority's compliance with Data Protection Legislation, where appropriate, and shall indemnify the Authority and keep the Authority indemnified against all actions, claims, demands, proceedings, damages, costs, charges and expenses (including reasonable legal expenses) whatsoever in respect of any breach of this section which causes the Authority to be in receipt of any actions, claims, demands, proceedings and/or incur any damages costs, charges and/or expenses (including reasonable legal expenses).
- 1.5.4 Bidders warrant and represent that they each have in place appropriate technical and organisational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- 1.5.5 Bidders shall only Process Personal Data provided to it by the Authority to the extent necessary for the preparation of their Bid Submission.
- 1.5.6 In the event that a Bidder is under a legal obligation to process the Personal Data outside of the terms of this ITT, it shall notify the Authority of that legal requirement prior to processing unless the law prohibits this on important grounds of public interest.
- 1.5.7 Bidders shall notify the Authority without undue delay on becoming aware of any breach of the Data Protection Legislation in relation to the Personal Data Processed for the purposes of their Bid Submission.
- 1.5.8 Bidders shall notify the Authority within two Working Days if it receives:
- a request from a Data Subject comprised within the Personal Data provided by the Authority to exercise the Data Subject's Rights; or
 - a complaint or request relating to the Authority's obligations under the Data Protection Legislation
- and take no further steps in relation to the same until such time that it receives written instructions to do so from the Authority.
- 1.5.9 Bidders shall also comply fully with all applicable guidelines and codes of practice issued by the Information Commissioner in the UK from time to time.
- 1.5.10 Bidders will upon submission of their Bid Submission, the withdrawal of that Bidder from this tender exercise or at such time that a Bidder no longer requires access to the Authority's Personal Data for the purposes of submitting a Bid Submission and at the request of the Authority either return to the Authority or destroy the Personal Data Processed under this ITT (and all copies of such data) in the Bidders' possession or other as directed by the Authority.
- 1.5.11 The provisions of this section shall apply during the continuance of this ITT and indefinitely after its termination.

1.6 Freedom of Information

- 1.6.1 Bidders are to note that the Authority is subject to duties to publish information under, the Regulations, the Freedom of Information Act 2000 (the FOIA) and the Environmental Information Regulations 2004 (the EIR).
- 1.6.2 Where the Authority is required to disclose the Bidder's information, the Authority will consider the disclosure of any information, including price quotes, contained in Bid Submissions (both successful and unsuccessful), subject to the exemptions set out in section 94 of the Regulations, the FOIA or EIR as applicable. Bidders should be aware that attaching a blanket label of 'private and confidential', 'commercially confidential' or similar to Tenders may not exempt those Tenders from disclosure under the Regulations and/or the FOIA/EIR.
- 1.6.3 If a Bidder considers that all or any part of its Tender and/or any specific information contained therein constitute a "trade secret", or that the Tender or information is commercially sensitive information disclosure of which would be likely to prejudice the commercial interests of any party, believes that a duty of confidentiality applies or otherwise considers that such documents and/or information falls within any other exemption set out in section 94 of the Regulations and/or the FOIA/EIR, the Bidder should:
- attach information it considers to be commercially sensitive e.g. costing or trade secrets in a separate schedule marked 'commercially sensitive information' or 'trade secret' and include a time limit for the sensitivity of the information; and
 - in respect of such schedule and/or specific information, identify the particular subsection of section 94 of the Regulations that the Bidder claims apply in the particular circumstances. Bidders should do so in full knowledge of the relevant Guidance supporting the Regulations and/or terms of the Freedom of Information Code of Practice (the Code) under section 45 of the FOIA, giving advice to public authorities on the handling of requests under the FOIA, as applicable.
- 1.6.4 Bidders should be aware that, even when they have scheduled or identified relevant documents and/or information and claimed exemption, the Authority will have complete discretion in deciding whether such documents and/or information should be disclosed under the Regulations and/or the FOIA/EIR.

1.7 No Tender Need Be Accepted

- 1.7.1 The Authority reserves the right to discontinue this procurement at any time, not to select a supplier and does not bind itself to accept the lowest or any Tender.
- 1.7.2 Tenders are to be prepared and submitted at the cost of the Bidder. The Authority will not be liable for any costs incurred by the Bidder in the preparation and submission of the Tender including circumstances where the scope of the project is reduced, sites and /or buildings are withdrawn, or the project does not proceed.

2. Procurement Instructions

2.1 Procurement Process

2.1.1 This procurement is based upon the Competitive Flexible Procedure and is formed of two stages:

- An initial shortlisting stage – Shortlisting
- A tender stage to determine the Most Advantageous Tender for the Authority – Tender.

Shortlisting

2.1.2 At shortlisting stage, Bidders will be required to complete the Procurement Specific Questionnaire on the Portal.

2.1.3 Bidders will also be required to submit a single PDF submission of no more than 10-pages and maximum 5MB and include the information below. Alternatively, you can submit your application in another format (e.g. video) but the content should not exceed the equivalent of a '10-page limit'.

2.1.4 Your submission should include the following:

- Your experience:
 - Brief biographies of all the project team.
 - A 200-word description about your practice along with any relevant technical and consultation experience acquired through previous projects.
 - A selection of relevant previous work, including images.
- Your response to the brief. Please provide reflections on the following prompts:
 - The overall design brief - why you are interested in being involved in the project and what are your initial reactions to the brief and proposed sites?
 - Your initial vision for the project
 - Your approach to working with the local community and stakeholders to inform and design your proposal if selected

2.1.5 You can submit your response to these prompts in any format. For guidance, this should be (equivalent to) a short paragraph of max. 300 words per prompt or 90 second video per prompt.

2.1.6 No design work or feedback on cost expectations is required for the first stage.

2.1.7 Submissions will be shortlisted by the judging panel. Up to six shortlisted Bidders will then be invited to the Tender.

2.1.8 Further information on the evaluation and shortlisting process is included in section 3.

Tender

2.1.9 Those Bidders shortlisted to the Tender stage will be required to develop a design concept based on the information laid out in the tender pack and will be awarded an honorarium of £2,000 + VAT each. The work required for the second phase of the project will be reflective of the honorarium sum.

2.1.10 The Tender stage submission should include:

- Maximum 10-page PDF explaining your proposal to be shared with the jury for review, prior to interview. Your submission should (but is not limited to) include:
 - 2 x Boards which present your design to a public audience for consultation. Templates to be provided by NLA if shortlisted.
 - Detailed design drawings (we accept a variety of formats including hand or computer drawn 3D design visualisation)
 - Key construction details drawn to scale, with key dimensions noted
 - An outline of all materials, budget*, delivery and fabrication process
- PowerPoint presentation for the purposes of judging

*If your practice is not VAT registered, you will need to consider this when preparing your budget.

2.1.11 Evaluation at Tender stage will be based on five criteria.

- Overall Design (30%)
- Costs and Feasibility (25%)
- Safety and Equity (15%)
- Sustainability and Longevity (15%)
- Contextual Design and Public Engagement (15%)

2.1.12 The evaluation criteria are aligned with [New London Agenda](#) – NLA's framework for best practice in city-making. The jury will be assessing submissions on the criteria above as well as the six pillars of placemaking set out in the agenda.

2.1.13 Further information will be provided within the full Tender Pack at Tender stage.

2.2 Tender Documents

2.2.1 At this stage of the procurement, the Descriptive Document has been provided to give an overview of the project and allow Bidders to provide their initial submission.

2.2.2 At Tender stage a full tender pack, including contractual terms will be provided.

2.2.3 The Authority may in its absolute discretion:

- Amend any of the Procurement Documents, including the Contract
- Cancel or withdraw from the Procurement Exercise at any Stage
- Not award the Contract for
- Not enter into any Contract

- Require a Bidder and/or its consortium members to clarify their Tender in writing and/or provide additional information (failure to respond adequately may result in a Bidder being disqualified)
- Amend the terms and conditions of the Procurement Exercise
- Amend the deadline for Tender submission.

2.3 Indicative Tender Timetable

2.3.1 This section provides an overview and indicative timeline for the Procurement Exercise from the point of issue of this ITT.

2.3.2 Please note these are indicative dates only. The Authority reserves the right to vary the timetable for this procurement, as and when required, by notice to Bidders through the Portal.

Phase	Planner Task	Start Date	Due Date
Shortlisting	Tender Notice Issue Date	20/06/2025	20/06/2025
	Shortlisting Period	20/06/2025	24/07/2025
	Shortlisting Questions End Date	14/07/2025	14/07/2025
	Shortlisting Evaluation	24/07/2025	04/08/2025
	Shortlisting Outcome Letters Issued	12/08/2025	12/08/2025
Tender Period	Tender Issue Date	13/08/2025	13/08/2025
	Tender Period	13/08/2025	11/09/2025
	Tender Questions End Date	01/09/2025	01/09/2025
	Tender Evaluation	12/09/2025	29/09/2025
Award	ITT Outcome Letters Issued	03/10/2025	03/10/2025
	Contract Award Notice Issued	03/10/2025	03/10/2025
	Standstill Period	06/10/2025	16/10/2025
	Contract Signing	27/10/2025	03/11/2025

2.4 Bidder Enquiries and Clarifications

2.4.1 During the Shortlisting Period, Bidders may submit questions and requests for clarification or further information as per timetable at section 2.2. Bidders should note the following procedure for obtaining further information or clarification on matters arising during the ITT Period.

2.4.2 Bidders should address their questions and requests for clarification or further information in writing via the Portal. The Authority will, so far as is practicable, respond using the Portal. Any correspondence relating to this Procurement Exercise made outside of the Portal will be disregarded.

2.4.3 All questions and requests for clarification or further information in relation to the submission of Tenders may only be made, and will only be entertained, if made by the time specified in the tender timetable above.

- 2.4.4 The basic starting point for the Authority in respect of the sharing of information is that all questions and requests for clarification or further information, and the corresponding responses, will be circulated to all Bidders.
- 2.4.5 Therefore, should Bidders wish to avoid such disclosure (for example, on the basis that the request or response contains commercially confidential information or may give another Bidder a commercial advantage) the request must be clearly marked **In confidence - not to be circulated to other Bidders** and the Bidder must set out the reason(s) for the request for non-disclosure to other Bidders.
- 2.4.6 If the Authority considers that, in the interests of open and fair competition, it is unable to respond to the question or request for clarification or further information on a confidential basis, it will inform the Bidder who has submitted it. The Bidder must as soon as practicable thereafter respond in writing requesting that either the query be withdrawn or treated as not confidential. The Authority will deem that the question or request for clarification or further information has been withdrawn if the Authority is not contacted in writing within 2 Working Days following the Bidder being so informed.
- 2.4.7 Should the Authority treat a question as commercially confidential information under the protocol above, Bidders should be aware that this will not necessarily enable the Authority to exempt it from disclosure under the FOIA should a request for such information be made.
- 2.4.8 The London Tender Portal will automatically notify Bidders of responses posted by the Authority. It is the responsibility of the Bidders to regularly check the Portal for responses to queries.
- 2.4.9 The Authority may issue amendments or modifications to this ITT during the ITT Period. These will be issued to all Bidders, whom will be assumed to take account of any such modifications and amendments.
- 2.4.10 By submitting a Tender, Bidders are agreeing to be bound by the terms of this ITT and the Contract.
- 2.4.11 If the terms of the Contract render the proposals in the Bidder's Tender unworkable, the Bidder should submit a clarification in accordance with this section and the Authority will consider whether any amendment to the Contract is required. Any amendments shall be published through the Portal and shall apply to all Bidders. Where both the amendment and the original drafting are acceptable and workable to the Authority, the Authority shall publish the amendment as an alternative to the original drafting. Bidders should indicate if they prefer the amendment; otherwise, the original drafting shall apply. Any amendments which are proposed, but not approved by the Authority through this process, will not be acceptable and may be construed as a rejection of the terms of the Contract, leading to the disqualification of the Tender.

2.5 Submission of Tenders for Shortlisting

- 2.5.1 Tenders should be uploaded and submitted via the Portal [London tenders – supplier area](#).
- 2.5.2 Your tender must be uploaded and submitted no later than **12:00:00 on 24/07/2025**.

- 2.5.3 Any tender submitted after this date and time **WILL NOT BE CONSIDERED**.
- 2.5.4 Bidders are advised to retain for themselves details of their Tender submission. Bidders are responsible for allowing sufficient time to upload their Tender. The Authority accepts no liability whatsoever for bids that are not processed due to internet connectivity issues, transmission delays or errors.
- 2.5.5 Any failure to comply with these requirements for the submission of the Tender and other requirements regarding time of receipt and submission of signed documents may cause the Tender to be disallowed. In such cases, the decision will be referred to the Authority as the final arbiter.
- 2.5.6 Any Tender or other supporting documents received after the Tender submission deadline may not be considered for acceptance by the Authority.
- 2.5.7 The Tender and other supporting documents shall be completed in black type, Arial font, size 12, in the English language and state all monetary amounts in British Pounds Sterling. Supporting information, where required, should be presented in the same order as, and referenced to, the relevant question.

2.6 Documents that Form the Tender

- 2.6.1 All Bidders must submit a full and complete for their tender to be deemed compliant. Documents to be submitted are as follows:
- Responses to the Procurement Specific Questionnaire as included on the Portal
 - Responses to the Quality Method Statements set out in section 3.4 below
- 2.6.2 Any Bidder who does not submit a Compliant Tender may be rejected from the procurement and their Tender may not be considered further.

2.7 Evaluation

- 2.7.1 Tenders will be subject to a staged evaluation process as follows:
- Initial Screening
 - Evaluation of Procurement Specific Questionnaire
 - Evaluation of Economic and Financial Standing
 - Evaluation of Quality Method Statements

Detail in relation to the requirements for each of these stages is included at section 3.

- 2.7.2 Each stage of the evaluation process will be undertaken consecutively, and only those Bidders who achieve any minimum stated requirements for each stage of the process will be evaluated under the next stage.
- 2.7.3 In evaluating Bidders' Tenders, the Authority will only consider information provided in response to this ITT. Bidders should not assume that the Authority has any prior knowledge of their provision of Services which are the same as or similar to the Services, or any other matter. Bids will be scored using the Evaluation Criteria outlined below.

- 2.7.4 The Authority intends to shortlist to the top scoring six Bidders in accordance with the Evaluation Criteria and weightings set out in section 3.4.

3. Evaluation Criteria

3.1 Initial Screening

3.1.1 Tenders will be subject to an initial screening assessment against the following requirements:

- the Tender is a Compliant Tender
- the Bidder is registered on the Central Digital Platform, has submitted its up-to-date core supplier information and has provided the Authority with that up-to-date core supplier information via the Central Digital Platform
- the Tender has been submitted on time, is completed correctly, is materially complete and meets the requirements set out in this ITT
- the Tender is sufficiently complete to enable it to be evaluated in accordance with this assessment methodology
- the Bidder has not contravened any of the terms and conditions of the tender process, either provided for in the Regulations and/or this ITT.

3.1.2 The initial screening assessment can be reapplied at any point during the tender process, to ensure that the Bidders still meet these conditions.

3.2 Evaluation of Procurement Specific Questionnaire

3.2.1 The table below sets out detail in relation to:

- The completion of the PSQ
- The criteria for evaluation of the PSQ.

Question Number	Question	Evaluation Guidance	Completed by
Preliminary questions			
1	What is your name? (supplier name)	Information only	The Bidder or Lead Bidder on behalf of itself and/or the members of the group / relevant Associated Person (as applicable)
2	You must be registered on the central digital platform (CDP). What is your central digital platform unique identifier?	Pass/Fail Answering "no" or failing to provide your organisation's unique identifier will result in your organisation being awarded a "fail".	The Bidder or Lead Bidder on behalf of itself and/or the members of the group / relevant Associated Person (as applicable)
3	Please confirm if you are bidding as a single supplier (with or without sub-contractors) or as part of a group or consortium. If you are bidding as part of a group or consortium (including where you intend to establish a legal entity to deliver the contract), please provide: <ul style="list-style-type: none"> • the name of the group/consortium • the proposed structure of the group/consortium, including the legal structure where applicable • the name of the lead member in the group/consortium • your role in the group/consortium (e.g. lead member, consortium member, sub-contractor) 	Information only	The Bidder or Lead Bidder on behalf of itself and/or the members of the group / relevant Associated Person (as applicable)
5	Are you on the debarment list?	Pass/Fail Where a Bidder's name has been entered on the debarment list in accordance with section 62(3) of the Procurement Act 2023 and the entry notes that the exclusion ground which applies is a mandatory exclusion ground, the Bidder will be awarded a "fail".	The Bidder or Lead Bidder on behalf of itself and/or the members of the group / relevant Associated Person (as applicable)

Question Number	Question	Evaluation Guidance	Completed by
Part 1 – confirmation of core supplier information			
6	<p>You must submit up-to-date core supplier information on the CDP and share this information with us via the CDP (either a share code or PDF download).</p> <p>This includes:</p> <ul style="list-style-type: none"> • basic information • economic and financial standing information • connected person information (these are persons with the right to exercise, or who actually exercise, significant influence or control over the supplier, or over whom the supplier has the right to exercise, or actually exercises, significant influence or control over, for example: directors, majority shareholders and parent and subsidiary companies) • exclusion grounds information <p>Please confirm you have shared this information with us.</p>	<p>Pass/Fail</p> <p>Failing to provide your organisation's unique identifier will result in your organisation being awarded a "fail".</p> <p>Where a Bidder has identified in its supplier exclusion grounds information that the Bidder or any connected person is in scope of any of the exclusion grounds identified at paragraphs 2 to 4 of regulation 12 of the Procurement Regulations 2024 it will be considered an Excluded Supplier and the Bidder will be awarded a "fail", subject to the provisions below regarding self-cleaning.</p> <p>Where a Bidder has identified in its supplier exclusion grounds information that the Bidder or any connected person is in scope of any of the exclusion grounds identified at paragraphs 5 to 12 of regulation 12 of the Procurement Regulations 2024 it will be considered an Excludable Supplier and the Bidder may be awarded a "fail", subject to the provisions below regarding self-cleaning.</p> <p>In accordance with section 58(1) of the Procurement Act 2023, in considering whether a Bidder is an Excluded Supplier or an Excludable Supplier, the Council may have regard to the following matters:</p> <p>evidence that the Bidder, associated person or connected person has taken the circumstances seriously, for example by paying compensation;</p> <p>steps that the Bidder, associated person or connected person has taken to prevent the circumstances continuing or occurring again, for example by changing staff or management, or putting procedures and training in place;</p> <p>commitments that such steps will be taken, or to provide information or access to allow verification or monitoring of such steps;</p> <p>the time that has elapsed since the circumstances last occurred;</p> <p>any other evidence, explanation or factor that the Council considers appropriate.</p> <p>Before determining whether a Bidder is an Excluded Supplier or an Excludable Supplier, the Council will give the Bidder reasonable opportunity to:</p> <p>make representations; and</p>	<p>The Bidder or Lead Bidder on behalf of itself and/or the members of the group / relevant Associated Person (as applicable)</p>

Question Number	Question	Evaluation Guidance	Completed by
		provide evidence as to whether exclusion grounds apply and whether the circumstances giving rise to any application are likely to occur again (including information of a kind referred to above)	
Part 2 – additional exclusions information			
Part 2A – associated persons			
7	<p>Are you relying on any associated persons to satisfy the conditions of participation?</p> <p>These are other suppliers who might be sub-contractors or consortium members but not a guarantor.</p> <p>If so, please complete Q8, Q9 & Q10 (otherwise Q8, Q9 & Q10 are not applicable).</p>	Information only	The Bidder or Lead Bidder on behalf of itself and/or the members of the group / relevant Associated Person (as applicable)
8	For each supplier/associated person, please confirm which condition(s) of participation you are relying on them to satisfy.	Information only	The Bidder or Lead Bidder on behalf of itself and/or the members of the group / relevant Associated Person (as applicable)
9	<p>For each associated person, you must confirm they are registered on the CDP and have shared with us their information (either a share code or PDF download):</p> <ul style="list-style-type: none"> • basic information • economic and financial standing information (if they are being relied upon to meet conditions of participation regarding financial capacity) • connected person information • exclusion grounds information 	As per Q6	<p>All Bidders on an individual basis.</p> <p>This will include all members of a group including Associated Persons. For groups, the entity which is intended to enter into the Contract (if successful) must be set out where this is different from the Lead Bidder.</p> <p>The Council will require groups to form a single legal entity ahead of entering into the Contract. Please note the actual or proposed shareholding of this entity.</p>

Question Number	Question	Evaluation Guidance	Completed by
10	Are any of your associated persons on the debarment list?	<p>Pass/Fail</p> <p>Where an Associated Person is on the debarment list, the Council reserves the right to exclude the Bidder from the procurement in accordance with section 28 of the Procurement Act 2023, subject to the Council first having given the Bidder an opportunity to find an alternative supplier with which to sub-contract in accordance with section 28(5) of the Procurement Act 2023.</p>	<p>All Bidders on an individual basis.</p> <p>This will include all members of a group including Associated Persons. For groups, the entity which is intended to enter into the Contract (if successful) must be set out where this is different from the Lead Bidder.</p> <p>The Council will require groups to form a single legal entity ahead of entering into the Contract. Please note the actual or proposed shareholding of this entity.</p>
Part 2B – list of all intended sub-contractor			
11	<p>Please provide:</p> <ul style="list-style-type: none"> a list of all suppliers who you intend to sub-contract the performance of all or part of the contract to (either directly or in your wider supply chain) their unique identifier (if they are registered on the CDP), or otherwise, a Companies House number, charity number, VAT registration number, or equivalent a brief description of their intended role in the performance of the contract <p>If you are not intending to sub-contract the performance of all or part of the contract, then this question and Q12 are not applicable. If a sub-contractor is unknown at the start of the procurement (or brought in during it), this should be made clear by the supplier and relevant details of the sub-contractor should be provided once their identity and role is confirmed. This information should be shared with the contracting authority as soon as possible and at least by final tenders.</p>	Information only	<p>The Bidder or Lead Bidder on behalf of itself and/or the members of the group / relevant Associated Person (as applicable)</p>

Question Number	Question	Evaluation Guidance	Completed by
12	Please confirm if any intended sub-contractor is on the debarment list.	<p>Pass/Fail</p> <p>Where an Intender Sub-Contractor is on the debarment list, the Council reserves the right to exclude the Bidder from the procurement in accordance with section 28 of the Procurement Act 2023, subject to the Council first having given the Bidder an opportunity to find an alternative supplier with which to sub-contract in accordance with section 28(5) of the Procurement Act 2023.</p>	The Bidder or Lead Bidder on behalf of itself and/or the members of the group / relevant Associated Person (as applicable)
Part 3 – questions relating to conditions of participation			
Part 3A – standard questions			
Financial capacity			
13	Please confirm that you meet the economic and financial standing criteria set out in section 3.3 of this document	<p>Pass/Fail</p> <p>Where a Bidder fails to meet the requirements as set out in section 3.3 of this document they will be awarded a “fail”</p>	The Bidder or Lead Bidder on behalf of itself and/or the members of the group / relevant Associated Person (as applicable)
14	Are you relying on another supplier to act as a guarantor? If so, please provide their name and evidence of their economic and financial standing.	<p>Pass/Fail</p> <p>Where the Council's analysis of an organisation's financial position shows that further measures are necessary to provide adequate assurance of its financial strength and the organisation answers No to this question, the organisation will receive a "fail" for this question and will be disqualified</p> <p>Failure to offer a parent company guarantee or other guarantee on the terms set out by the Council will result in a "fail".</p>	The Bidder or Lead Bidder on behalf of itself and/or the members of the group / relevant Associated Person (as applicable)
15	<p>Please confirm whether you already have, or can commit to obtain, prior to the award of the contract, the levels of insurance cover indicated below:</p> <ul style="list-style-type: none"> • Employer's (Compulsory) Liability Insurance* = £1m • Public Liability Insurance = £5m • Professional Indemnity Insurance = £1m <p>*There is a legal requirement for certain employers to hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. See the Health and Safety Executive website for more information: www.hse.gov.uk/pubns/hse39.pdf</p>	<p>Pass / Fail</p> <p>A "fail" will be awarded where a Bidder does not hold, or does not commit to obtaining prior to the commencement of the Contract, the stated insurances.</p>	The Bidder or Lead Bidder on behalf of itself and/or the members of the group / relevant Associated Person (as applicable)

Question Number	Question	Evaluation Guidance	Completed by
Legal capacity			
17	<p>Please confirm that you have in place, or that you will have in place by the award of the contract, the human and technical resources to perform the contract to ensure compliance with the UK General Data Protection Regulation and to ensure the protection of the rights of data subjects.</p> <p>Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with UK data protection law and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:</p> <ul style="list-style-type: none"> • to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services • to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data • to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable • to ensure legal safeguards are in place to legitimise transfers of personal data outside the UK (if such transfers will take place) • to maintain records of personal data processing activities • to regularly test, assess and evaluate the effectiveness of the above measures 	<p>Pass / Fail</p> <p>A "fail" will be awarded where a Bidder does not confirm that such measures will be put in place.</p>	<p>The Bidder or Lead Bidder on behalf of itself and/or the members of the group / relevant Associated Person (as applicable)</p>

Question Number	Question	Evaluation Guidance	Completed by
Technical ability			
18	<p>Relevant experience and contract examples</p> <p>Please provide details of up to three contracts to meet conditions of participation relating to technical ability set out in the relevant notice or procurement documents, in any combination from either the public or private sectors (which may include samples of grant-funded work). Where this procurement is for goods or services, the examples must be from the past three years. The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided. For consortium bids, or where you have indicated that you are relying on an associated person to meet the technical ability, you should provide relevant examples of where the associated person has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a special purpose vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or members of the special purpose vehicle or sub-contractors (three examples are not required from each member). If you cannot provide at least one example of previous contracts, please provide an explanation for this and how you meet the conditions of participation relating to technical ability. Please provide the following for each example:</p> <ul style="list-style-type: none"> • Name of customer organisation who signed the contract • Name of supplier who signed the contract • Point of contact in the customer's organisation • Position in the customer's organisation • Email address • Description of contract • Contract start date • Contract completion date • Estimated contract value 	<p>Pass/Fail</p> <p>A "fail" will be awarded where:</p> <p>Not all of the information required is provided.</p> <p>The examples provided are not from the previous 3 years.</p> <p>If a response is submitted by a consortium, example contracts should exemplify contracts the consortium has delivered which meet the requirements of the procurement documents criteria.</p> <p>If the named contact provided is unable to provide written evidence to confirm the accuracy of information provided.</p> <p>If the example contracts do not demonstrate that the Bidder can meet the technical and professional abilities set out in the procurement documents.</p>	<p>The Bidder or Lead Bidder on behalf of itself and/or the members of the group / relevant Associated Person (as applicable)</p>

Question Number	Question	Evaluation Guidance	Completed by
19	<p>Experience of sub-contractor management</p> <p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s) (which may be the intended sub-contractor(s) for this procurement or any others used previously).</p> <p>The description should include the procedures you use to ensure performance of the contract.</p> <p>Please use no more than 500 words.</p>	<p>Pass/Fail</p> <p>A "Fail" will be awarded where you are unable to demonstrate appropriate supply chain management tracking systems to ensure performance of contracts, or where you fail to demonstrate prompt payment of your supply chains.</p>	<p>The Bidder or Lead Bidder on behalf of itself and/or the members of the group / relevant Associated Person (as applicable)</p>
20	<p>Organisational standards</p> <p>Where conditions of participation have specified organisational qualifications or standards, please provide details of how these are met, or other equivalent standards that equal or exceed what has been requested. Please use no more than 500 words.</p>	<p>Pass / Fail</p> <p>A "fail" will be awarded where the Bidder fails to demonstrate that they meet the conditions of participation.</p>	<p>The Bidder or Lead Bidder on behalf of itself and/or the members of the group / relevant Associated Person (as applicable)</p>
21	<p>Health and safety</p> <p>Please describe the arrangements you have in place to manage health and safety effectively and control significant risks relevant to the contract (including risks from the use of contractors, where relevant). Please use no more than 500 words.</p>	<p>Pass / Fail</p> <p>A "fail" will be awarded where the Bidder fails to demonstrate that any arrangements are in place to manage health and safety, or where the Bidder fails to demonstrate that such arrangements manage health and safety effectively, and control significant risks relevant to the requirements for the Project.</p>	<p>The Bidder or Lead Bidder on behalf of itself and/or the members of the group / relevant Associated Person (as applicable)</p>

3.3 Evaluation of Economic and Financial Standing

- 3.3.1 Financial evaluation for all Lots will be as set out in this section.
- 3.3.2 Bidders will be required to provide documentary evidence, in the form of the last 2 years' full/detailed Financial Statements, inclusive of Turnover figures (audited if required by Law), to demonstrate their ability to meet the various metrics set out in this section, whether this be for the bidding organisation, or the parent company or group on whom reliance has been placed to meet the financial threshold. If Bidders fail to provide the required documentary evidence, insufficient points may be awarded that result in a fail.
- 3.3.3 Bidders will need to provide the complete/full/detailed version of their Financial Statements. If they are exempt from publishing their full accounts, they must still provide their Turnover figures for the last two financial years or for the years covered by their Financial Statements. Failure to do so will result in the minimum of 1 point being awarded for each of the two Turnover ratios detailed in the finance evaluation methodology.
- 3.3.4 Bidders need only meet the aggregate score total.

Turnover

- 3.3.5 Bidders must have an annual turnover of twice the contract value of £200k to be further considered.

D&B Risk Indicator

- 3.3.6 The Authority will request a report produced from Dun and Bradstreet which is a corporation that offers information on commercial credit and reports on businesses in comparison with other business in the same field.
- 3.3.7 The Bidder's D&B Rating – Risk Indicator will be given a score based on the following table:

Risk Indicator	Probability of Failure	Score
1	Minimum Risk	4
2	Lower than average	3
3	Higher than average	2
4	High risk	1
-	Insufficient Information	0

- 3.3.8 Bidders should note that if the Risk Indicator is 3 or 4 or there is no risk indicator listed the Authority reserves the right to require a parent company guarantee, a performance bond or alternative security for any contract award.

D&B Failure Score

- 3.3.9 Where a Bidder passes the Economic and Financial Standing evaluation, should the Dun and Bradstreet Probability of Failure Score be higher than the national average, the Authority reserves the right to require a parent company guarantee, a performance bond or alternative security for any contract award.

3.4 Evaluation of Quality Method Statements

Quality Evaluation

- 3.4.1 Detail on submission requirements are set out in paragraphs 2.1.3 to 2.1.6.
- 3.4.2 At round one, submissions will be given two scores:
- Practice/team profile (60%)
 - Does the team have skilled professionals for delivering the proposal in line with eligibility outlined in the Open Call? Does the team have a diverse set of skills and experience? Are the previous work experiences and/or their work methodologies and wider design aspirations relevant to the competition? Does the team proposed align with the eligibility criteria stated in the brief?
 - Initial vision/response to the brief (40%)
 - Does the proposal's initial written reflection to the brief suggest innovation, surprise and creativity? Does it explore a new and original way to use and engage with the area? Is the team thinking beyond possible barriers or restrictions, and pondering how they might be broken down? Is the vision something which could be developed into an appropriate and achievable scheme for the area, in line with the brief?
- 3.4.3 Submissions will be judged on originality, demonstration of creativity, relevance to the brief as well as feasibility and how the proposal works in the context of the site.
- 3.4.4 It shall be the combined score out of 100% which is used to shortlist to six Bidders to participate in the Tender stage.

4. Additional Information

4.1 Contract Rights of Third Parties Act 1999

- 4.1.1 The Bidders' attention is drawn to the provisions of the Contract (Rights of Third Parties) Act 1999 (the Act) and to how it affects the exclusivity of the conditions of Contract between the Authority and the successful Bidder.
- 4.1.2 Unless otherwise stated in any of the documents referred to in Section 2, The Provisions of the Act are expressly excluded in respect of third parties enforcing the Contract.
- 4.1.3 If a Third Party is to be given rights under the Contract the Authority will agree with the Bidder who is to benefit, and which terms are applicable. The extent of third-party rights will be subject to a memorandum of agreement between the successful Bidder and the Authority which will then be incorporated into the Contract. If no discussion takes place or it is subsequently agreed a third party will not acquire third party rights the Act will be excluded and confirmed in writing prior to the award of a Contract.

4.2 Authority's Complaints Handling

- 4.2.1 The Authority wishes to have open communication with all its customers and values the feedback it receives through complaints. Anyone wishing to or receiving a service from the Authority can make a complaint if they feel that they have not been treated fairly or properly or if the Authority has not done what it promised, within the right time and to the right standard. The same principle should therefore apply to contracted Services.
- 4.2.2 The Provider shall observe and comply with the Authority's Corporate Complaints procedure during the operational life of the Contract. Full details of the Authority's Complaints procedure and standards may be obtained from:

https://www.towerhamlets.gov.uk/ignl/council_and_democracy/complaints/The_complaints_process.aspx

4.3 Health and Safety

- 4.3.1 Bidders shall comply in all respects with the provisions of the Health and Safety at Work etc. Act 1974 together with Regulations, Orders, and Codes of Practice etc. arising there from. Regular, or a Flagrant, breach of Health and Safety Requirements could result in the suspension of the operation of the works which will be at the Bidder's sole risk, or the awarded Contract being terminated forthwith by the Authority.
- 4.3.2 The Authority will exclude Bidder(s) that have been in receipt of enforcement/remedial action orders in relation to the Health and Safety Executive (or equivalent body) in the last three years unless the Bidder(s) can demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.

4.4 Agency

- 4.4.1 The Service Provider is not and shall in no circumstances hold himself/ herself out as being the servant or agent of the Authority, otherwise than in circumstances expressly permitted by the Conditions of the Contract.

- 4.4.2 The Service Provider is not and shall in no circumstances hold himself/ herself out as being authorised to enter into any contract on behalf of the Authority, or in any other way to bind the Authority to the performance, variation, release or discharge of any obligation.
- 4.4.3 The Service Provider has not held and shall in no circumstances hold himself/ herself out as having the power to make, vary, discharge or waive any byelaw or regulation of any kind.
- 4.4.4 The employees of the Service Provider are not and shall not hold themselves out to be and shall not be held out by the Service Provider as being servants or agents of the Authority for any purposes whatsoever.

4.5 Real Living Wage

- 4.5.1 The Authority requires payment of the London Living Wage to combat poverty and improve the recruitment and retention of high-quality staff. The Authority requires Bidders to determine their pricing to incorporate the Real Living Wage and apply this to their tender response.

4.6 Supply Chain Ethical Code of Conduct

- 4.6.1 The Authority is committed to maintaining the highest standards of ethical conduct. The Supply Chain Ethical Code of Conduct is essential to the operation and reputation of the Authority. Bidders are required to sign acceptance of the code when dealing with the Authority. A copy is included in the tender pack and Bidders will be required to confirm that they will adopt those principles.

4.7 Bona Fide and Anti-Collusion Certificate

- 4.7.1 The essence of the public procurement process is that the Authority shall receive bona fide competitive application.
- 4.7.2 In recognition of this principle the Authority requests Bidders to certify, by completion and return of the Bona Fide and Anti-Collusion Certificate, that this is a bona fide application, intended to be competitive, and that they have not fixed or adjusted the quality statements/amount of the application or the rates or prices quoted by or under or in accordance with any agreement or arrangement with any other Bidder by return of included declaration.
- 4.7.3 The Authority wish to make it clear that all Bidders shall adhere to the requirements not to discuss or disclose their intentions or prices to any of the other Bidders.
- 4.7.4 The Authority will not accept bids from multiple divisions / subsidiaries of the same Parent Company; in these instances, both Bidders may be disqualified.
- 4.7.5 Should it be determined that any Bidder tendering for the Authority has been communicating with any other Bidders, the Authority may, acting reasonably, disqualify both Bidders' Tenders on the ground of potentially unfair competition. The Bidders will also run the risk of being excluded from any future projects.

4.8 Anti-Fraud and Corruption Strategy

- 4.8.1 The Authority has a duty to protect the public funds it administers. To properly discharge this duty, the Authority has an approved Anti-Fraud and Corruption Strategy which can be found on our website under:

https://www.towerhamlets.gov.uk/ignl/council_and_democracy/council_budgets_and_spending/anti_fraud_and_corruption/anti_fraud_and_corruption.aspx

- 4.8.2 By responding to this ITT, you are expected to be aware of and agree to the details of the policy and processes.

4.9 Equal Opportunities Policy

- 4.9.1 The Authority is committed to eliminating all forms of discrimination. Valuing diversity is one of its core values. As such the winning Bidder will be required to provide a copy of their Equalities and Diversities Policy and ensure that it meets the Equalities Act 2010. Furthermore, it requests suppliers to promote diversity and equality in everything they do to improve the quality of life for everyone living, working and visiting Tower Hamlets.

4.10 Net Zero Carbon Action plan

- 4.10.1 The Authority is committed to securing the delivery of its services in a way that minimises the adverse impact on the environment, and which supports its target of becoming a net zero carbon Authority by 2050 or sooner. The Authority expects and requires from its Suppliers and supply chain, to work towards reducing the adverse environmental impact when delivering contracts. Any specific environmental requirements are set out in the specifications and evaluation criteria.

4.11 Controlled Parking

- 4.11.1 The Authority has Controlled Parking Zones in operation in most parts of the Borough. Contractors must include all costs associated with this and their employee's vehicle parking requirements in the operation of this Contract. Certain exclusions may apply, it is the Bidders' responsibility to obtain and clarify details of the area concerned and the charges involved from the Parking Permits Section – c/o Town Hall 160 Whitechapel Road London E1 1BJ. Contractors may apply for annual/ short term, business parking permits, at the discretion of the Parking Permits Team.

4.12 Execution of a Formal Contract by Deed

- 4.12.1 The Provider will be required to execute a formal contract as a Deed.

4.13 Bidders' Warranties

- 4.13.1 In submitting any Tender, each Bidder warrants, represents and undertakes to the Authority that:
- it has not done any of the acts or matters referred to in this Section of the ITT and has complied in all respects with these Instructions; and

- all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Authority by the Bidder, its employees or agents in connection with or arising out of the Tender are true, complete and accurate in all respects; and
- it has made its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the Tender; and
- it has satisfied itself as to the correctness and sufficiency of the information it has inserted in the Pricing Document and included in its Tender; and
- it has full power and authority to enter into the Contract and deliver the Project; and
- it is of sound financial standing and has and will have sufficient premises, working capital, skilled personnel, vehicles, plant, goods and materials and other resources available to it to deliver the Project; and
- it will obtain all necessary consents, licences and permissions to enable it to deliver the Project and will from time to time obtain and maintain all further and other necessary consents, licences and permissions to enable it to continue to do so; and
- it will not at any time claim or seek to enforce any lien, charge, or other encumbrances over property of whatever nature owned by the Authority and that is for the time being in the possession of the Bidder; and
- it has not entered into an agreement or arrangement with any other person with the aim of preventing Tenders being made or as to the fixing or adjusting of the amount of any Tender or the conditions on which any Tender is made; and
- it has not informed any other person, other than the Authority, of the amount or the approximate amount of the Tender; and
- it has not caused or induced any person to enter into such an agreement as is mentioned above or to inform the Authority of the amount or the approximate amount of any rival tender for the Contract; and
- it has not offered or agreed to 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 to having caused to be done in relation to any other Tender or proposed Tender for the services covered by the Tender; and
- it has not canvassed any other persons in connection with the Contract; and
- it has not done any act which would amount to a breach of the Bribery Act 2010, or would have done if such action had been carried out in the UK, and no Associate Person (as defined in the Bribery Act 2010) has done any act which would cause the Authority to be in breach of section 7(1) of the Bribery Act.

4.14 Procurement Review Unit and Public Procurement Review Service

- 4.14.1 Bidders are to note that the Authority is subject to the investigatory powers under sections 108 to 110 of the Regulations. Under these provisions, the Government's Procurement Review Unit (the PRU) is empowered to investigate concerns raised on the PRU website about public sector procurement exercises. Contracting Authorities are required to assist all investigations. This may require the Authority to disclose any information contained in any Tenders submitted by Bidders.

- 4.14.2 By submitting a Tender, the Bidder acknowledges and agrees that the Authority has complete discretion in deciding whether such documents and/or information should be disclosed to the PRU (even where Bidders have identified certain information in their submissions as confidential) and the Bidder agrees to waive any contractual or other confidentiality rights and obligations associated with the disclosure of information to the PRU.

5. Subcontracting and Consortia

- 5.1.1 Where a Bidder proposes to use one or more subcontractors to deliver some or all the contract requirements, the Tender should provide details of the proposed bidding model, including members of the supply chain, the percentage of work being delivered by each subcontractor and the key contract deliverables each subcontractor will be responsible for.
- 5.1.2 For the avoidance of doubt, each Bidder, including any consortium members and/or subcontractors, **must** only be party to one Bid in respect of each lot in this Procurement Exercise. It is the Bidders' responsibility to ensure that this requirement is complied with and a failure to do so may result in its Tender being rejected.
- 5.1.3 The Authority recognises that arrangements in relation to subcontracting may be subject to future change and may not be finalised until a later date. However, Bidders should be aware that where information provided to the Authority indicates that subcontractors are to play a significant role in delivering key contract requirements, any changes to those subcontracting arrangements may affect the ability of the Bidder to proceed with the Procurement Exercise or to provide the Services required. Bidders should therefore notify the Authority immediately of any change in the proposed subcontractor arrangements. The Authority reserves the right to deselect the Bidder prior to any award of Contract, based on an assessment of the updated information.
- 5.1.4 If a Bidder intends to complete this ITT as part of a proposed consortium, the Authority will use those details provided in the PSQ. If, however, those details are not captured in the PSQ, the Bidder must provide the following information to the Authority via the London Tender Portal and as part of the Tender.
- Names and addresses of all consortium members
 - The lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created), save that the Authority may require that each consortium member is jointly and severally liable under the Contract
 - If the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate appendix
 - Reasons for the exclusion or addition of any new member.
- 5.1.5 Please note that the Authority may require the consortium to assume a specific legal form if awarded the Contract, to the extent that a specific legal form is deemed by the Authority as being necessary for the satisfactory performance of the Contract.
- 5.1.6 All members of the consortium will be required to provide the information required in all sections of the ITT as part of a single composite response to the Authority.
- 5.1.7 Where Bidders are proposing to create a separate legal entity, such as a special purpose vehicle, Bidders should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate appendix.

- 5.1.8 The Authority recognises that arrangements in relation to a consortium bid may be subject to future change (subject to the conditions set out in this section). Bidders should, therefore, respond based on the arrangements as currently envisaged. Bidders are reminded that the Authority must be immediately notified of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the evaluation criteria to the new information provided. The Authority reserves the right to deselect the Bidder prior to any award of contract, based on an assessment of the updated information.
- 5.1.9 The Authority holds the Service Provider solely responsible in all respects for the works carried out by subcontractors and their compliance with all statutes, together with all Regulations, Orders, Byelaws, and Codes of Practice etc. arising therefrom.

Copyright and intellectual property

The copyright of the following sections in this ITT is vested in Trowers & Hamlins LLP:

- 1.3 – Conflict of Interest
- 1.5 – General Data Protection Regulations (GDPR)
- 1.6 – Freedom of Information
- 4.13 – Bidders' Warranties
- 4.14 - Procurement Review Unit and Public Procurement Review Service

The Council owns the copyright in all other documents.

By submitting a Tender each Bidder agrees and acknowledges that it shall have granted to the Council and its advisors for all purposes related to the Project a non-exclusive, irrevocable, perpetual, royalty free licence to use, copy, modify, adapt and translate any drawings, specifications, materials, data and other information relating to any element of any solution proposed by the Bidder during the procurement process (together with the right to grant sub-licences).

Each Bidder warrants to the Council that no document that it prepares as part of its Tender shall infringe any intellectual property rights (as may be defined in the Contract).

Each Bidder undertakes to indemnify the Council and to keep the Council indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of this section.