

BIDDER GUIDANCE

Request for Quote (RFQ) for the provision of a Creative Impact Research & Development (R&D) Residency for Sutton STEAMs Ahead - London Borough of Sutton

RFQ ref. DN674056



Creative Impact - Research and Development Residency - Sutton STEAMs Ahead

August 23 to January 2024

1. Introduction

As part of [Sutton STEAMs Ahead 2023](#), the London Borough of Sutton has developed an exciting new Research and Development (R&D) residency open to creatives located in London, Berkshire, Hampshire, Kent, East Sussex, West Sussex or Surrey. Taking place between August 23 and January 2024, the award aims to support creatives who are looking to develop their own practice, specifically within the intersections of Science, Technology, Engineering, Arts and Maths (S.T.E.A.M.), and with a focus on the incredible work currently taking place at The London Cancer Hub.

A webinar is scheduled for **Monday 26 June 2023, 1-2pm**, to assist Tenderers with any queries in relation to the bid or procurement process. **If you are interested in attending this webinar, please complete this [form](#) by Friday 23 June 2023 at 5pm, so that a link for the webinar can be sent to you.** A record of all Q&As during this session will be made available via the ProContract portal following this date.

2. Procurement Process

London Borough of Sutton is conducting the procurement in accordance with the requirements of the Public Contracts Regulations 2015.

This guidance document contains information about the procurement process, the Services and assessment questions for Tenderers to complete. Each Tenderer's response (Tender) should be detailed enough to allow the Authority to make an informed decision on the most suitable supplier to appoint.

2.1. Scope of the Project

As part of [Sutton STEAMs Ahead 2023](#), the London Borough of Sutton has developed an exciting new Research and Development (R&D) residency open to all creatives. Taking place between August 2023 and January 2024, the award aims to support creatives who are looking to develop their own practice, specifically within the intersections of Science, Technology, Engineering, Arts and Maths (S.T.E.A.M.), and with a focus on the incredible work currently taking place at The London Cancer Hub development area.

2.2. Value of the Contract

The fee to be paid to creatives for this commission is £8,000, this is to cover all costs and expenses in relation to the production and delivery of the project.

2.3. Contract Term

The Authority proposes to enter into a contract with the successful Tenderers ('Potential Supplier') for a duration of 5 months with an option to extend for 1 month. The anticipated contract commencement date is August 2023.

2.4. Clarifications about the Service or RFQ

Any clarifications relating to this RFQ must be submitted through the e-tendering portal available at www.londontenders.org (See Appendix 2 for instructions).

The Authority will respond to all reasonable clarifications as soon as possible through publishing the Tenderers' questions and the Authority's response to them on the e-tendering portal.

2.5. Clarifications about the Contents of the Tenders

The Authority reserves the right (but is not obliged) to seek clarification of any aspect of a Tenderer's Tender. Tenderers are asked to respond to such requests promptly.

3. TENDER TIMETABLE

3.1 Key Dates

This procurement will follow a clear, structured and transparent process to ensure a fair and open process is maintained at all times, and that all Tenderers are treated equally.

The key dates for this procurement (Timetable) can be found at Appendix 1.

3.2. Deadline for Receipt of Tenders

Responses to this RFQ must be uploaded to the e-tendering portal and in the manner prescribed under 3.1 no later than the Deadline. The Deadline for the submission of Tenders can be found at Appendix 1

Any Tender received after the Deadline shall not be opened or considered. The Authority may, however, in its own absolute discretion extend the Deadline and in such circumstances the Authority will notify all Tenderers of any change.

3.3. References

The Authority reserves the right to seek references from any of the Tenderer's customers, including the Authority, whether or not the Tenderer has listed such customers as referees

3.4. Contract Award

The Authority may appoint a Tenderer as a supplier on the basis of the response submitted in accordance with the instructions set out in this Invitation to Tender RFQ.

Confirmation of a Tenderer's appointment as a supplier is subject to the formal approval process of the Authority. Until all necessary approvals are obtained, no contract will be concluded with any potential artist.

Once the Authority has reached a decision in respect of the Potential Filmmaker/Director/Company to be appointed to the contract, it will notify all Tenderers of that decision in accordance with PCR 2015 before concluding the agreement with Potential artists.

4. TENDER COMPLETION INFORMATION

4.1 Formalities

All documents comprising the Tender must be completed and uploaded to the e-tendering portal by the Deadline.

The Response to the Invitation to Tender- Request for Quote shall be completed and submitted electronically.

Please ensure you answer and upload documents/data in the designated area and required format. The Authority cannot be held responsible for not viewing documents/data that are not uploaded in the correct area and format.

All Tender documents comprising the Tender must be completed in plain English.

The date the Tender shall be completed can be found at Appendix 1.

Bid responses must be treated as private and confidential and organisations must not disclose the fact that they have been invited to tender.

The Tender must be clear, concise and complete. The Authority reserves the right to mark a Tenderer down or exclude them from the procurement if its Tender contains any ambiguities, caveats or lacks clarity. Tenderers should submit only such information as is necessary to respond effectively to this ITT - RFQ. Tenders will be evaluated on the basis of information submitted by the Deadline. The Authority reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

Organisations wishing to submit quotations should carefully read the whole of the annexed conditions of contract and no quotation will be considered which in any way attaches modifications to these conditions and/or to the quotation documentation.

If changes subsequently occur in relation to the statements set out in the Tender, the relevant Tenderer must promptly notify the Authority of them. The Authority reserves the right to disqualify any Tenderer that fails to duly notify the Authority. Tenderers are also reminded of the eligibility requirements that apply to the procurement process at all times. Any change in the eligibility of a Tenderer must be notified immediately to the Authority in writing and may result in that Tenderer being disqualified from any further participation in the procurement process.

5. SERVICE TERMS

The draft Contract that the Authority proposes to use is available as part of the tender pack. It can be downloaded from the attachments section for this project, which in turn can be found on the London Tender Portal www.londontenders.org. By submitting a Tender, Tenderers are agreeing to be bound by the terms of this RFQ and the draft contract without further negotiation or amendment.

If the terms of the draft contract render the proposals in the Tenderer's Tender unworkable, the Tenderer should submit a clarification in accordance with paragraph 2.4 and the Authority will consider whether any amendment to the draft contract is required. Any amendments shall be published and shall apply to all Tenderers. 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. Tenderers 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 leading to the disqualification of the Tender.

5.1 Documents Forming the Service Agreement

The following documents shall form part of the Contract between the Authority and the Service Provider(s):

- Contract
- Specification
- Fee - The fee to be paid to artists for this commission is £20,000, plus VAT where applicable, this is to cover all costs and expenses in relation to their time

5.2 Consortia and Subcontractors

The Authority requires all Tenderers to identify whether and which subcontracting or consortium arrangements apply in the case of their Tender, and in particular specify the share of the Contract it intends to sub-contract, any proposed subcontractors, and precisely which entity they propose to be the Service Provider.

For the purposes of this RFQ, the following terms apply:

- **Consortium arrangement.** Groups of companies come together specifically for the purpose of bidding for appointment as the Service Provider and envisage that they

will establish a special purpose vehicle as the prime contracting party with the Authority.

- **Subcontracting arrangement.** Groups of companies come together specifically for the purpose of bidding for appointment as the Service Provider, but envisage that one of their number will be the Service Provider, the remaining members of that group will be subcontractors to the Service Provider.
- **Please note:** Should you wish to submit a consortium bid, it is only necessary for the lead organisation to fill out the application on behalf of their members and only **ONE** application is required. You shall be asked within the quotation to identify members including the percentage of work you envisage each member completing.

5.3 Warnings and Disclaimers

While the information contained in this RFQ is believed to be correct at the time of issue, neither the Authority, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this RFQ (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Authority.

If a Tenderer proposes to enter into a Contract with the Authority, it must rely on its own enquiries and on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it (Terms & Conditions of the framework agreement and the call of contract are available in the attachment area of the e-procurement system for this project).

Neither the issue of this ITT - RFQ, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual arrangement.

5.4 Confidentiality and Freedom of Information

This RFQ is made available on the condition that its contents (including the fact that the Tenderer has received this ITT - RFQ) is kept confidential by the Tenderer and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a Tender.

As a public body, the Authority is subject to the provisions of the Freedom of Information Act 2000 (FOIA) in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.

The Authority shall treat all Tenderers' responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of FOIA.

While the Authority aims to consult with third-party providers of information before it is disclosed, it cannot guarantee that this will be done. Therefore, Tenderers are responsible

for ensuring that any confidential or commercially sensitive information has been clearly identified to the Authority in the template provided.

Tenderers should be aware that, in compliance with its transparency obligations, the Authority routinely publishes details of its contract(s), including the contract values and the identities of its suppliers on its website.

5.5 Publicity

No publicity regarding the framework arrangement or the services to be called off under the Framework Agreement will be permitted unless and until the Authority has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Authority.

5.6 Tenderer Conduct and Conflicts of Interest

Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

- Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.
- Enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender.
- Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.
- Canvass the Authority or any employees or agents of the Authority in relation to this procurement.
- Attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Tenderer or Tender.

Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisors, and the Authority and its advisors. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Authority.

5.7 Authority's Rights

The Authority reserves the right to:

- Waive or change the requirements of this RFQ from time to time without prior (or any) notice being given by the Authority.

- Seek clarification or documents in respect of a Tenderer's submission.
- Disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this RFQ.
- Disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender, expression of interest, or the tender process.
- Disqualify any Tenderer that is unable to provide the required documents that are subject to award.
- Withdraw this RFQ at any time, or to re-invite Tenders on the same or any alternative basis.
- Choose not to award any Contract as a result of the current procurement process.
- Make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

5.8 Bid Costs

The Authority will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Authority.

5.9 Insurance

The Authority will require the successful Tenderer to have in place as a minimum the following insurances in place.

- (a) Employer's Liability Insurance of not less than £5,000,000 for each and every claim, act or occurrence or series of claims, acts or occurrences; and
- (b) Public Liability Insurance of not less than £5,000,000 for each and every claim, act or occurrence or series of claims, acts or occurrences.
- (c) Professional Indemnity Insurance of not less than £1,000,000 for each and every claim, act or occurrence or series of claims, acts or occurrences.

6. TENDER EVALUATION MODEL

6.1 Selection Criteria Evaluation

The Selection Criteria which are included as pass/fail questions (*see table 2 below*) will be evaluated first. If a "Fail" score is obtained on any of the questions designated "Pass/Fail", this will result in the Tender being rejected and questions which carry a 'weighting' will not be evaluated.

The following table (table 2) provides the summary scoring mechanism which will be applied. Please note that the online questionnaire includes the individual weightings for sub category and weightings for individual questions within a sub category. Some questions will also include additional instructions in the 'Supplier Help' window. Please make sure you read the supplier help notes before responding to the question.

Quality questions that are not pass/fail will be scored on a scale of 1-5 in accordance with the Table 3 below.

TABLE 2: Evaluation Methodology (Pass/fail and weightings for quality questions and Price)		
Section	Scoring Method	Weighting
Supplier Details	None – information only	N/A
General Requirements	Pass/Fail	N/A
Project Specific Questions		Quality 100%
Stage 1 - - Location of Suppliers	Pass/Fail	N/A
- Initial Proposal	Score 0-5 (see Table 3)	100%
Stage 2 - Full Proposal (top 5 scorers from Stage 1 will be invited to submit a full proposal - Stage 2)		
a) Supporting statement	Score 0-5 (see Table 3)	40%
b) Budget	Score 0-5 (see Table 3)	25%

c) CV	Score 0-5 (see Table 3)	10%
d) Previous work	Score 0-5 (see Table 3)	25%
Declaration	None – information only	N/A

6.2 Scoring of Technical or Quality Criteria

6.2.1 Scoring and Clarification Interview

Further to the evaluation of the Quality questions based on the scoring criteria in Table 3, the Evaluation Panel intends to invite the top 5 scoring bidders to a clarification interview on one day sometime between 1-10 August 2023 (options will be offered in relation to times). The interview will be based on the Artist's tender submission/responses and delivery of the project.

Please note that there are no scores awarded for the interviews but there may be clarification questions which could impact on the final score if a clarification leads to further information that may lead to a reevaluation of a score or a number of scores.

The Evaluation Panel reserves the right to invite less than 5 candidates to the interview where the number of candidates meeting the criteria and the minimum levels of ability* is less than 5. Similarly, the Evaluation Panel reserves to increase the number of candidates invited to the interview to the top 6 candidates.

*It is a minimum requirement that Bidders achieve an overall score of 3 or above on each quality question to have met minimum requirements.

TABLE 3: Scoring of Technical or Quality Criteria	
0	No response. The bidder did not provide a response to the question.
1	Poor. The response provides very little confidence
2	Unsatisfactory. The response provides some confidence but not to an acceptable degree. The response is partially compliant, but with serious deficiencies in supporting evidence to meet service requirements

3	Satisfactory. The response provides an acceptable degree of confidence. The response includes evidence to support a compliant bid. But there are shortfalls in the evidence which means there remains some minor concerns
4	Good. The response provides a good degree of confidence. The response is compliant and offers relevant evidence to support their claims, clearly indicating that service requirements would be met.
5	Excellent. The response provides an exceptional degree of confidence. The response is compliant and offers substantial detailed evidence to support their claims, clearly demonstrating a comprehensive understanding of the service requirements.

6.3 Evaluation Panel

All members of the evaluation panel will meet and agree on a consensus score based on the `Scoring of Technical or Quality Criteria table above (Table 3) and the relative advantages and disadvantages of the bid response.

The Score awarded to a bidder's response must correspond to Table 3 i.e: 0, 1, 2, 3, 4, 5. No other scores may be used and decimal scores are not permitted from individual panel members, but may be awarded where average panel scores are used.

6.4 Moderation

A moderation process will then be undertaken with the evaluation panel to discuss and agree the final score for each bid response.

In the event that the evaluators are unable to agree on a score for a Bidder's response, the average score will be awarded.

All weighted scores from each award criterion will then be added together to give a final quality score total for each Bidder's Bid. The average score will be used as the final quality score which will be rounded to two decimal places.

6.5 Evaluation of Bid

The evaluation shall be based on the following criteria:

Quality = 100%

APPENDIX 1

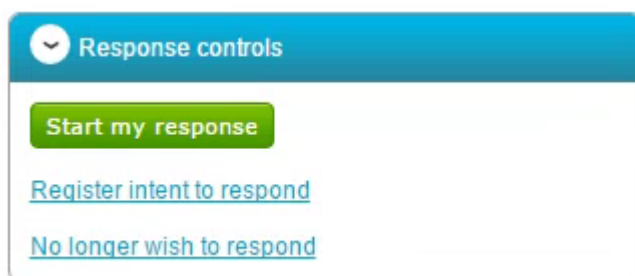
TABLE 1: Key Dates - Procurement Timetable	
Event	Date
Stage 1 - Initial proposal	15 June 2023
Q&A Webinar	26 June 2023
Deadline for Initial Proposal	5 July 2023 @ 12 noon
Stage 1 shortlist confirmed and full proposal payments made to shortlisted applicants	10 July 2023
Stage 2 - Full proposal* - invite sent out to Stage 1 shortlist	11 July 2023
Individual Stage 1 shortlist clarification meetings (virtual)	TBC - 11-14 July 2023
Deadline for receipt of Tender	31 July 2023
Tender Evaluation	10 August 2023
Contract award	11 August 2023
Contract Commencement Date	14 August 2023
Contact expiry	31 January 2024

*The timetable dates for Stage 2 are indicative and any changes to the procurement Timetable shall be notified to all Tenderers as soon as practicable.

APPENDIX 2

ProContract e-Procurement System Basic Instructions

Please use the Response Wizard to complete your responses. Within your activity for the RFQ, you will see the Response controls shown below. Click the 'Start my response' button to open the wizard.



If you have any difficulty accessing the response wizard, please contact Proactis through their online technical support portal Proactis Central: <http://www.proactis.com/Support>. If your query is time critical please call their support on 0330 005 0352 who will be happy to help you. Please be advised the Supplier Support is only available between 09:00 and 17:30 (Monday - Friday). Outside these hours please log your issues through Proactis Central. Questions regarding tender documentation must not be directed to Proactis, but addressed using the messaging facility below.

Any queries relating to the request for quotation documentation should be posted using the **Messaging** functionality provided by the portal.

Click "view messages" to raise questions and view any answers	<div>Messaging</div> <div>You have 2 unread message(s).</div> <div>View messages</div>	The number of unread messages, which are likely to be replies to questions asked by you or others or further information issued by us will be shown here. The presence of new information will also be notified by email, unless you have opted out.
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The sending and receiving of documentation, questions and answers and communicating will be done electronically via the portal.

