

**THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA**

**REQUEST FOR QUOTATION (RFQ)**

Please note: This RFQ has been uploaded to the capitalEsourcing portal to provide potential bidders with a better understanding of the scope of the services and the requirements which will be applicable at the tender stage.

RBKC reserves the right to make revisions to this RFQ during the tender period. It is anticipated that any revisions will be minor, and these will be clearly highlighted.

RBKC intends to Contract with one bidder via an Open Competition procurement route after the submission of Quotations.

The Royal Borough of Kensington and Chelsea

Whitchurch and Blechynden - District Heating Consultancy Services

**REF: RBKC-HM/2022/001**

Bid return deadline: 28 January 2022

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**Section 1 Overview**

The Royal Borough of Kensington and Chelsea (COUNCIL) is **utilising an Open Competition to carry out a procurement process.**

The successful Bidder will be required to enter a Contract with the Council under the terms set out in the RFQ documentation.

To plan and undertake the programme of investment work related to these services, it is now the intention of the Council to commission a qualified consultancy firm to carry out consultancy services to deliver the specifications and technical issues required for the delivery of the communal plant rooms refurbishment works (and associated distribution systems).

**1.1 Objectives**

The objectives of the contract are to:

* + - Review the current configuration of the heat distribution network, plants room and associated plant.
		- Identify any major defects requiring immediate action.
		- Produce options papers to be presented to client and residents for the purpose of consultation regarding heating options.
		- Develop the specification for works.
		- Provide support to the tender process to select a heating contractor
		- Assist in the delivery aspects of the project to practical completion.
	1. **Scope**

1.2.1 The services to be provided will include but not limited to;

* Structural assessments and design.
* Full developed Stage 3 Design, including planning and building regulations approval.
* Power upgrade applications.
* CDM management
* MEP stage 4 contractor design review
* Full Contract Administration
* Close out and handover
* 12 months defects
	1. **Access**
		1. The Consultant is required to use all reasonable endeavours to gain access where required to undertake the inspections. It is advisable to provide as much notice as possible of the dates when access will be required. If, despite reasonable efforts, access cannot be obtained this needs to be referred to the Council. When referring to Council the Consultant should provide a list of dates when they have tried to gain access and copies of associated communications.

Please contact the Project Manager initially regarding access who will advise the details of the Council’s staff (Caretaker or Neighbourhood Officer) who will have the keys or information relating to access to the properties/blocks/plant rooms etc.

**Section 2 Instructions to Bidder**

# 2.1 BASIS OF QUOTATION

### Quotations are to be submitted in accordance with the information and conditions contained in the Request for Quotation. All bids shall be submitted via the Council’s e-procurement portal, capitalEsourcing.

### Any questions which may arise regarding the interpretation of, or additional information required to clarify the interpretation of these documents are to be submitted via the messaging facility on the capitalEsourcing portal.

### All queries must be received by the Council no later than five working days before the date for submission of the bid. The Council cannot guarantee to answer any query received after this time but will use all reasonable endeavours to respond before the bid closing date.

### It is deemed that all Consultants submitting a bid have carried out all investigations and enquiries, obtained all necessary information and sought all necessary professional and other advice before submitting their bid.

### All Consultants shall certify that their bid is competitive and are required to sign and return with the bid, the Bona Fide Tender Certificate.

### It is deemed that all bids are submitted in accordance with the information and terms and conditions contained in this Request for Quotation and that by submitting a bid, the Consultant accepts that, should they be selected, no variation or amendment will be made to the terms and conditions on which the bid was based prior to entering into an Agreement with Council.

### All costs, expenses and liabilities incurred by the bidder in connection with the preparation and submission of the Quotation, and in any subsequent discussions with the Council in connection with the execution of the relevant documents, shall be borne by the bidder.

### This RFQ and every part of it and all other information provided by or on behalf of the Council must be treated as private and confidential. Bidders should not release details of this RFQ or related documents other than on a strictly confidential basis to those parties whom they need to consult for the purposes of preparing the bid (i.e., their supply-chain, insurers, and legal advisers etc.).

### The bidder warrants to the Council that the documents it prepares shall not infringe any third-party intellectual property rights. The bidder shall retain intellectual property rights in all documents that it prepares as part of its bid and the Council shall not copy or use any such documents other than for the purpose of the evaluation of the bid.

### The bidder undertakes to indemnify the Council and to keep 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 RFQ.

### The Council reserves the right to amend any part of the documents issued as part of this RFQ at any time prior to the Bid Return Deadline. Any such amendment will be numbered, dated, and issued via the messaging facility on the capitalEsourcing portal. Where amendments are deemed by the Council to be significant, the Council may, at its sole discretion, postpone the Bid Return Deadline.

### Any Quotation or other documents submitted by the bidder in respect of which the bidder:

* fixes or adjusts the amount, prices, charges, and rates shown by or in connection with any agreement or arrangement with any other person
* communicates to any person other than the Council any information except in accordance with these Instructions; or
* has directly or indirectly canvassed any member or official of the Employer concerning the acceptance of any Quotation or has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Quotations or Proposals submitted by any other bidder; or
* fails to use the English language; or
* fails to state monetary amounts in Pounds Sterling

shall not be considered for acceptance and shall accordingly be rejected by the Council provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Council in respect thereof.

2.1.13 The following Procurement timetable will be used for this process: -

 Publication of notice and all docs - 07/01/2022

 Deadline for clarification questions - 21/01/2022

 Submission of RFQ response - 28/01/2022

Evaluation of Bids - 28/01/2022 – 04/02/2022

Recommendation to Director - 07/02/2022 - 11/02/2022

Issue Award letter - 18/02/2022

Contract commences - 28/02/2022

2.1.14The capitalEsourcing portal enables questions and answers (if any) to be exchanged via the messaging area. All clarification questions, no matter what the nature, must be submitted using this method. All such questions must be received no later than 12 Noon on 21/01/2022.

2.1.15 All information provided to the Bidders by Council will, always, be given in good faith and the Council will use reasonable endeavours to ensure that the information given is accurate and complete. The Council shall however not be liable for any misstatement or misrepresentation made to the Bidders by the Council except where such misstatement of misrepresentation is made otherwise than in good faith.

2.1.16 In respect of information given within this document the Council believes it has provided all the known detail. Bidders should indicate to the Council where they deem the information given to be insufficient for the compiling of their bid response before the deadline for clarification questions. The Council will assume that the Bidders have sufficient information for this purpose unless notified otherwise, in the manner described.

2.1.17 Where the Council has any clarification questions in relation to provider’s response to the method statement (quality), price or any other information provided, such clarification will be sent via the portal to the Bidders and a deadline for a response will be given.

# 2.2 CERTIFICATES AND STATEMENTS

### 2.2.1 Only information that is genuinely commercially sensitive or is otherwise exempt information as defined in the Freedom of Information Act 2000 (“The FOI”) may be held in confidence by the Council. The Consultant is therefore required to complete and upload with his bid the Statement in Relation to the FOI identifying those areas in the bid that are commercially sensitive, giving reasons and evidence (where relevant) including proposed dates for lifting confidentiality in respect of those areas. If there is concern about the extent to which this information shall be held in confidence by the Council and for how long this shall be raised during the bidding period. In the absence of any concerns being raised prior to the bid return date this shall be at the sole discretion of the Council.

## 2.2.2 The Council reserves the right to hold all or any information from the Consultant in confidence or disclose it whether it is identified as commercially sensitive by the Consultant where confidentiality or disclosure is necessary to comply with the legal duties of the Council.

# 2.3 AGREEMENT

## 2.3.1 The Council intends to enter Contract with the preferred bidder, which shall be the binding contract between Council and the Consultant. The Form of Contract will be the JCT Consultants Agreement 2016 with standard Council amendments.

## 2.3.2 The Contract will commence on a date to be agreed between the Council and the successful Consultant.

## **2.4 NON-SUBMISSION, QUALIFICATIONS AND ERRORS**

## 2.4.1 Alterations to any part of the RFQ will not be permitted and, if made, will be ignored and may (at the sole discretion of Council) subject the bidder to disqualification from any further part of the selection process.

## 2.4.2 Failure to complete fully all sections of the Submission will result in

##  disqualification.

## 2.4.3 The Council may in their absolute discretion refrain from considering a Bid if

##  either:

1. In any respect, it does not comply with the requirements of the RFQ or
2. The Bid contains any significant omissions or
3. The Bid is not submitted by the deadline set out in the timetable

## **TENDER SUBMISSION**

### To participate in this open competition process, the Consultant is required to use the Council’s eProcurement portal (capitalEsourcing) for the tendering purposes.

## 2.5.2 Questions must be answered in English and all monetary amounts in Pounds Sterling.

## 2.5.3 The information provided will be checked for completeness and compliance before responses are evaluated.

## 2.5.4 Bid submissions shall include the following:

### 2.5.4.1 Completed Form of Tender

### 2.5.4.2 Completed Bona Fide Tender Certificate

### 2.5.4.3 Completed Freedom of Information Act

### 2.5.4.4 Completed Method Statements (where appropriate)

### 2.5.4.5 Completed pricing document in respect of all the Services (see Appendix 3 - Pricing schedule and Appendix 1 - Specification).

##### 2.5.4.6 Any supporting documentation requested in the RFQ.

## 2.5.5 The whole of the bid submission shall be returned electronically via the capitalEsourcing portal by no later than 12 noon on Friday **28/01/2022.**  Any Bid received after this time may be excluded from the Evaluation process**.** When submitting please ensure that you have read and understood all the necessary documentation and provided all the information requested.

## 2.5.6 If the bid is received after the stated time, it may be disqualified. If the bid is not returned electronically, it will be disqualified.

## RESPONSES TO THE TENDER QUESTIONNIARE

## 2.6.1 All bids will be evaluated on a 60% quality and 40% cost ratio. Please adhere to the page / word limits that are quoted in this document and in the Quality Envelope of the capitalEsourcing portal. If the limits are exceeded, the excess information contained over the limits will be ignored and not considered in the evaluation process.

### The Council is not bound to Contract with any organisation that submits a completed questionnaire and reserves the right to abandon this process at any time at no cost to the Council. Further, any action on the part of the Authority or the applicant which might be construed as creating a legal relationship will not be construed as such, save as may be inferred at law, or there is specific correspondence or agreement creating a contractual relationship.

### Bid Submissions shall remain open for acceptance for a minimum period of 180 calendar days.

### The Council may, at their discretion, either before the execution of or during the term of the Contract, require the Bidder to supply a Parent Company Guarantee.

## STATUS OF THE TENDER

2.7.1 To the extent that the Council agrees with the responses to the RFQ these shall be incorporated into the Contract and the bidder will be required to adhere to any commitments made in such responses.

## PUBLICITY MATERIAL

2.8.1 Bidders are requested not to submit any marketing or publicity material. If any such material is received it will be disregarded and will not be considered in the evaluation.

##

**2.9** SITE VISITS

2.9.1 The Consultant is strongly advised to visit the site to fully acquaint themselves with the services required. Request should be made via the tendering portal.

**Section 3 Technical Questionnaire**

As part of the quality evaluation for this procurement, Bidders must complete the following and return them with their Bid.

Responses to these questions must be uploaded into the Technical Envelope.

Question 1

|  |  |
| --- | --- |
| Weighting: 5% of 60% | Word Limit: 500  |
| Considering you have had adequate time to review the document, please confirm the following.* The pricing schedule has been filled out in full, with exact amounts. no provisional sums will be excepted.
* You have allowed for the works in full, all attendances.
* You have submitted an outline programme or table to show timeline with your tender, include attachment.

(500 words) |

Question 2

|  |  |
| --- | --- |
| Weighting: 20% of 60% | Word Limit: 3000 |
| Please confirm how you intend to execute the contract from start to finish, please ensure your answer includes the following.* Company structure and organigram, demonstrate how the contract will be managed from the outset, site set up, through to design, installation and practical completion.
* Include CVs of all individuals that will be used on the project.
* Include Case studies on similar projects you have worked on and how the duties of your employees were carried out.
* Include any subcontractors you would utilise on this project.
* Demonstrate your organisations procurement and change control procedures.

(3000 words) |

Question 3

|  |  |
| --- | --- |
| Weighting: 25% of 60% | Word Limit: 3000 |
| Please provide details of how you would sequence the project and demonstrate your brief on the methodology for the installation, please ensure you answer includes the following and please bear in mind this is a sheltered scheme, with elderly, disabled and vulnerable residents, therefore the impact, inconvenience of the works needs to be minimised to suit them and not the contractor. * How will your design ensure the tenants services are restored to better operation or the same?
* Methodology and sequence start to finish, including estimated downtime, phasing and changeover times.
* Maintaining live systems to minimise disruption, reliance on temporary plant and down/changeover times
* Processes you will adopt to safeguard and future proof the installation for RBKC.

(3000 words) |

Question 4

|  |  |
| --- | --- |
| Weighting: 20% of 60% | Word Limit: 2000 |
| RBKC works in accordance with the Localism Act and are strong advocates for supporting local businesses and local jobs for local people; as well as supporting the Community in as many forms as possible. RBKC is committed to improving the local community not only through physical improvements but also through social engagement such as apprenticeship, work placements, Job fairs, new jobs and sponsorships etc. Please provide specific examples of where you have provided equivalent benefits for your clients and a proposal of the social benefits you intend to deliver with this contract. (2000 words) |

Question 5

|  |  |
| --- | --- |
| Weighting: 10% of 60% | Word Limit: 2000 |
| Please can you tell us your environmental policy or attach it?(2000 words) |

Question 6

|  |  |
| --- | --- |
| Weighting: 20% of 60% | Word Limit: 2500 |
| Please demonstrate how you will react and manage the principal contractor in the event of a catastrophic breakdown or emergency in conjunction with the works?(2500 words) |

**Section 4 Evaluation Guidance**

**4.1 Introduction**

* + 1. The pricing submission shall have a weighting of 40% and the quality submission (comprising the Section 3 Technical Questionnaire Responses) shall have a weighting of 60%.
		2. The Quotations shall be evaluated in accordance with the criteria and weightings stated in this RFQ.
		3. Each Quotation will be initially checked against the following mandatory requirements:
* the Quotation has been submitted prior to the Bid Return Deadline, is completed correctly, is materially complete and meets the requirements detailed in this RFQ.
* the Bid is sufficiently detailed to allow evaluation in accordance with this RFQ; and
* the bidder has not contravened any of the terms and conditions as provided for in the Public Contracts Regulations 2015 or in this RFQ.

4.1.4 Quotations that are not substantially complete or which are non-compliant with the submission requirements listed above may, at the Council’s sole discretion, be rejected at this stage and the relevant Bidder excluded from further consideration.

**4.2**. **The evaluation of the Technical Submission**

4.2.1 The breakdown of the weightings for the responses to the technical submission is as follows:

|  |  |
| --- | --- |
| **Technical Questionnaire - for full question description please see section 3** | **Weighting out of 60%** |
| Question 1. |  3.0% |
| Question 2. | 12.0% |
| Question 3.  | 15.0% |
| Question 4.  | 12.0% |
| Question 5.  |  6.0% |
| Question 6. | 12.0% |

4.2.2 Bidders are required to submit their responses to the questions set out in Section 3 as an attachment uploaded into the Technical Envelope against the question on the capitalEsourcing portal.

4.2.3 Using the scoring methodology below the evaluators will attribute a mark for each of the technical responses:

|  |
| --- |
| **Scoring Matrix – Quality Questions** |
| **Rating** | **Score** | **Criteria for awarding the score** |
| Non-compliant (fail) | 0 | The Bidder’s response is absent, incomplete, or fundamentally fails to demonstrate or evidence that the Bidder can deliver the Requirement to which the question relates. |
| Weak (fail) | 1 | The Bidder’s response gives RBKC no confidence in the Bidder’s ability to deliver the Requirement to which the question relates. |
| Minor Reservations (fail) | 2 | The Bidder’s response gives RBKC little confidence in the Bidder’s ability to deliver the Requirement to which the question relates. |
| Compliant | 3 | The Bidder’s response gives RBKC some confidence that the Bidder can deliver the Requirement to which the question relates. |
| Very Good | 4 | The Bidder’s response gives RBKC confidence that the Bidder can deliver the Requirement to which the question relates. |
| Excellent | 5 | The Bidder’s response gives RBKC full confidence that the Bidder can deliver the Requirement to which the question relates and an opportunity to add value. |

4.2.4 Each response shall be evaluated by at least three evaluators (either directly employed by the Council or Professional Consultants working on behalf of the Council). The evaluators shall work independently scoring all responses from all bidders. A moderation exercise will then be performed by the Council’s Procurement Manager ensuring compliance and the final score awarded shall be the average of the Evaluators’ suggested scores.

4.2.5 Each Response shall be given a score of 5, 4, 3, 2,1 or 0. Half numbers (such as (i.e., 0.5, 1.5, 2.5, 3.5, and 4.5) shall not be permitted. A score of 2 or under for any one question will be deemed as a failure and the evaluation of the bid will cease at that point.

4.2.6 The entire submission of the successful Bidder will, to the extent that it is acceptable to the Council, be incorporated into the Contract documentation.

4.2.7 The Council may invite the top two (2) scoring Tenderers to attend an interview at the Client’s offices. The purpose of the interview will be solely to clarify the content of any of the responses provided to the Technical or financial submissions and the interview will not be scored, however the scores for the written submission may be further moderated.

**4.4 The evaluation of the Commercial submission**

4.4.1 Your tender should include for all costs involved in carrying out the services and providing the information described in the specification.

4.4.2 The Commercial submission shall account for 40% of the overall score. **The evaluation shall be based on the total cost as derived from the Excel spreadsheet (Appendix 3 - Pricing Schedule).** The tender figure shall be the figure uploaded into the Commercial Envelope.

4.4.3 The Bidder that has submitted the lowest tender figure shall be awarded the maximum score of 40%. The score to be awarded for all higher tenders shall be calculated on the following basis:

Lowest Bid

 Bid being scored x 40 = score to be awarded

4.4.4 In the event that, in the reasonable opinion of the Council, the bid is unreasonably low (indicating that the organisation will not be able to deliver the service to the standards required) the Council shall have the right to approach the bidder to explain the concerns. If in the opinion of the Council, the explanation does not satisfy the concern, the Council reserves the right to exclude the bidder from further consideration.

**Section 5 - Form of Tender / FOI / Certificate** **of Non-Collusion**

**FORM OF TENDER**

**The Royal Borough of Kensington and Chelsea – Whitchurch and Blechynden - District Heating Consultancy Services**

We [………………………………….……………] [company registration number […………………..] ***Bidder to amend, insert name and company registration details as appropriate]*** and carrying on business at: ………………………………………………………………… ***[Bidder to insert address]****.* (the ***“*Bidder”**)

having examined the RFQ and all other documents supplied by the COUNCIL with the RFQ (collectively the **"RFQ Documents"**) undertake to execute and complete the Services in conformity with the Contract Documents on the basis and at the tendered Rates set out in the Pricing Schedule and Schedule of Rates.

For the purpose of the Form of Tender the Tender Price is:

£……………………… ***[Insert here the total figure from the Pricing Document].***

We:

* 1. understand that COUNCIL is not bound to accept the lowest or any tender COUNCIL may receive, and COUNCIL will not pay any expenses incurred by us in connection with the preparation and submission of this bid.
	2. confirm that, except as set out in the box below, all of the statements and representations given in our completed submission and any documentation submitted alongside it and all information, representations and other matters of fact referred to in our bid are true, complete and accurate in all respects at the time of submission of our bid and that we will notify COUNCIL in writing of any changes to that information that occur before entry into the Contract Documents.

**Details of any changes to RFQ information *[Tenderer to write “None” if there are no changes]***

|  |
| --- |
|  |

WE FURTHER AGREE that we will not adjust the amount of the proposed bid in accordance with any agreement or arrangement with any person other than COUNCIL.

WE FURTHER AGREE that we will not communicate, under any circumstances, to any person other than COUNCIL the amount of our proposed bid.

WE FURTHER AGREE to hold this bid open for acceptance by COUNCIL for a period of 180 days from the date of submission.

WE FURTHER AGREE that until a contract is completed, this tender submission and acceptance thereof by COUNCIL, signified by letter, shall constitute a binding contract.

WE DECLARE that this bid is submitted based on the information and terms and conditions contained in the RFQ and on the understanding that by submitting this bid, the terms and conditions are accepted by us, and no variation or amendment will be made to any part of the bid documentation, and WE UNDERTAKE to enter a Contract with COUNCIL incorporating the RFQ and the bid as detailed in the RFQ documentation.

|  |  |
| --- | --- |
| Signed: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name (Print): |  |
| For and on behalf of: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |

|  |  |
| --- | --- |
| Signed: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name (Print): | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| For and on behalf of: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |

Please note:

1. If the bidder is a limited company, the Form of Tender should be signed by two directors or a director and the secretary.
2. If the bidder is a partnership the Form of Tender should be signed by two partners.

**Section 6 - FREEDOM OF INFORMATION**

We have read and understand the RFQ and acknowledge that RBKC has obligations in relation to Freedom of Information.

In accordance with the provisions of sections 41 and 43 of the Freedom of Information Act (the Act) we \*wish/do not wish to request an exemption for the information provided to RBKC in preparation and completion of our tender for construction works with RBKC.

We understand that section 41 of the Act provides an absolute exemption for disclosure of information held by a public authority, which would constitute an actionable breach of confidence. During the course of the tender process all information provided to RBKC by us under Table 1 (below) is provided in confidence up to the date of the award of the Contract by RBKC.

We further believe that disclosure of the information referred to in Table 1 (below) after the contract is awarded would or is likely to prejudice our commercial interests. In particular, the disclosure of this information would be likely to weaken our position in a competitive environment by revealing market-sensitive information or information of potential usefulness to our competitors.

If we were awarded this Contract, we ask that the information in Table 1 be put in a commercially sensitive schedule to the contract.

Table 1: Confidential and commercially sensitive information

|  |  |  |
| --- | --- | --- |
| Exemption(s)Claimed | Information | MinimumPeriod ofExemption |
| Sections41 and 43 |  |  |
| Sections41 and 43 |  |  |

If for any reason RBKC considers releasing any of the above confidential or commercially sensitive information, we ask in the first instance that you contact ...................................

This will enable us to review the nature of the material under consideration for release and provides the opportunity to support RBKC in its decision whether to disclose the information.

We will use all reasonable endeavours to review the commercial sensitivity of the information and inform RBKC (in writing) whether we agree that the information should be released within 3 working days of receiving the request.

\* Delete where not applicable

+ Insert name of representative

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (Print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For and on behalf of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**7. BONA FIDE QUOTATION**

**The Royal Borough of Kensington and Chelsea – Whitchurch and Blechynden - District Heating Consultancy Services**

The essence of selective tendering is that COUNCIL shall receive bona fide competitive quotations from all those bidding. In recognition of this principle, we certify that this is a bona fide bid, intended to be competitive and that we have not fixed or adjusted the bid by or in accordance with any agreement with any other person. We also certify that we have not done, and we undertake that we will not do, at any time before the hour and date specified for the return of this bid, any of the following: -

1. Communicate to a person other than the person calling for those bids the amount or approximate amount of the proposed bid or make up of the consortium except where the disclosure in confidence was necessary to obtain professional indemnity insurance.

2. Enter into any agreement or arrangement with any person that he shall refrain from bidding or as to the amount of any bid to be submitted.

3. Offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or having caused to be done in relation to any other quotation.

|  |  |
| --- | --- |
| Signed: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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| For and on behalf of: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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