



THE ROYAL BOROUGH OF  
**KENSINGTON  
AND CHELSEA**

Instructions to Tenderers

Please note: This ITT 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 ITT during the tender period. It is anticipated that any revisions will be minor and these will be clearly highlighted.

**Ref 304 - Roof Void Fire Break Compartmentation Phase 2 - Sheltered  
Housing Blocks**

**Tender return deadline: 12:00 noon on Monday,  
6 September 2023**

**Tender Reference: RBKC-HM/2023/022**

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## 1. **INTRODUCTION**

- 1.1. These Instructions to Tenderers (ITT) are issued simultaneously to all organisations invited to tender and are made available electronically on [www.capitalEourcing.com](http://www.capitalEourcing.com). Tenderers should read the ITT Documents as soon after receipt as possible.
- 1.2. The ITT documents should provide all the information required at this stage. However, Tenderers are free to ask questions or seek clarification as appropriate to enable them to complete their Tender.
- 1.3. Questions must only be asked via the Portal.
- 1.4. Unless otherwise indicated, all words and expressions used in these Instructions to Tenderers with an initial capital letter shall have the meanings set out in the Conditions of Contract.
- 1.5. The Royal Borough of Kensington and Chelsea (the 'Authority') invites Tenders for the provision of Roof Void Fire Break Compartmentation Phase 2 - Sheltered Housing Blocks Works ("the Services").
- 1.6. The successful Tenderer will be required to deliver the works in line with the Pricing Matrix. In addition the successful tenderer may also be required to provide additional services based on the schedule of rates.
- 1.7. The Contract Period will commence on or around 01 November 2023 and will end on May 2024.
- 1.8. The Contractor will commence the works on site on the agreed date and complete within a maximum period of 24 weeks from date of possession excluding holidays. A lead in period may be allowed from the date of order to proceed.
- 1.9. The Authority will be entitled at its absolute discretion to extend the Contract Period on the same terms for a further period
- 1.10. These Instructions to Tenderers describe the Authority's requirements for the Services, the tendering process and the commercial terms on which the Authority will contract in due course with the successful Tenderer.
- 1.11. These Instructions to Tenderers also set out details on the form and content of Tenders and the timetable and other administrative arrangements for the tendering process.
- 1.12. The Service Specification sets out the Authority's minimum requirements for the provision of the Services. Tenderers are (in accordance with the provisions set out below) invited to submit Tenders by no later than noon on 06 September 2023 ('Deadline').
- 1.13. The evaluation of Tenders will be a two-stage procedure. The first stage will be compliance and the second stage will be award (please refer to Appendix One).
- 1.14. A Tenderer will be required to meet the minimum standards prior to their Tender being evaluated against the award criteria. If a Tender fails to meet the minimum standards, their Tender will not be taken forward for evaluation against the award criteria.

## 2. **TENDERING TIMETABLE**

- 2.1. To ensure that the evaluation and award process is completed and the Contract executed prior to the Commencement Date the Authority has set the following tendering timetable. The Authority reserves the right to amend the timetable.

	Completed by
Invite Tenders from	09/08/2023
Closing date for submission of Tenderers' questions	25/08/2023 -
Answers to Tenderers' questions circulated to all Tenderers by	30/08/2023-
Closing date for receipt of Tenders, noon on:	06/09/2023
[Post-tender clarification meetings]	13/09/2023 – 22/09/2023 – 2 duration weeks, after closing
Notification of proposed award of Contract on or around	November 2023
Standstill period commences on or around	n/a
Commencement Date on or around	December 2024

## 3. **RIGHT TO CANCEL OR VARY THE PROCESS**

- 3.1. The Authority reserves the right:
- 3.1.1. to abandon the tender process at any stage;
  - 3.1.2. not to award a contract;
  - 3.1.3. to require a Tenderer to clarify its submission in writing and/or provide additional information (failure to respond adequately may result in a Tenderer not being successful); and/or
  - 3.1.4. amend these Instructions to Tenderers.

## 4. **CONSIDERATIONS PRIOR TO SUBMISSION OF TENDER**

### 4.1. **Sufficiency of information**

- 4.1.1. The Tenderer shall ensure that it is familiar with the content, the extent and nature of its obligations as outlined in the Tender documents and shall in any event be deemed to have done so before submitting its Tender.
- 4.1.2. The Tenderer will be deemed for all purposes connected with the Tender documents to have carried out all research, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent, volume and character of the Services (in the

context of and as described in the Service Specification) and the extent of the personnel, equipment, assets, plant and machinery which may be required and any other matter which may affect its Tender.

#### **4.2. Costs and expenses**

- 4.2.1. All costs, expenses and liabilities incurred by the Tenderer in connection with preparation and submission of the Tender will be borne by the Tenderer.
- 4.2.2. The Tenderer shall have no claim whatsoever against the Authority in respect of such costs and in particular (but without limitation) the Authority shall not make any payments to the successful Tenderer or any other Tenderer save as expressly provided for in the Contract and (save to the extent set out in the Tender documents) no compensation or remuneration shall otherwise be payable by the Authority to the successful Tenderer in respect of the Services by reason of the scope of the Services being different from that envisaged by the successful Tenderer or otherwise.

#### **4.3. Further information and enquiries**

- 4.3.1. Any questions about this procurement should be submitted in writing via the capitalEourcing Portal. Tenderers must clearly indicate, when submitting a question, which (if any) part of their question they view as confidential and applicable only to the Tenderer submitting the question. If the Authority does not agree that the question is confidential and applicable only to the Tenderer, the Tenderer will be given the right to withdraw the question without it being answered.
- 4.3.2. The closing date for clarifications to be raised will be 17.00hrs on 26<sup>th</sup> August 2023.
- 4.3.3. During the tender period, a Tenderer is able to submit clarification questions through the Messages feature within the Portal, accessed via the 'Messages' link. This should be used for all queries and requests for clarification regarding the procurement as it provides an effective and auditable trail. A Tenderer's queries will be secure and cannot be seen by any other Tenderers. The Authority will publish the questions and the response, in a suitably anonymous form, via the Messages tool to all Tenderers before the closing date for the submission of Tenders.
- 4.3.4. The Authority reserves the right to take up one or all of the references and/or visit one or more of the reference sites cited by Tenderers.
- 4.3.5. Tenderers are reminded that Tenders must be capable of acceptance in their own right and that negotiation is not permitted.

#### **4.4. Site Inspections**

- 4.4.1. Before submitting the tender, the Contractor is advised to visit the accommodation during the Tender period to properly assess their proposal; no additional costs at a later date will be entertained by the Client for claims associated with site familiarity.
- 4.4.2. Access needs to be arranged via the Client's Project Manager:  
Darryl Davis  
Fire Safety Project Manager

- 4.4.3. Such inspections must be accompanied, and any questions raised by Tenderers during such inspections must be confirmed in writing and answers will be circulated to all Tenderers, unless the question is commercially sensitive.

#### **4.5. Bidding Organisations and Groups**

- 4.5.1. The following definitions apply in the Tender documents:-

‘Lead Tenderer’ means where a Tenderer intends to act jointly in submitting a Tender and the participating organisations identified a Lead Tenderer.; and

‘Group’ means a consortium of economic operators; and

‘Prime Contractor’ means a Lead Tenderer of a Group which intends that only the Lead Tenderer will enter a Contract with the Authority and the other members of the Group will participate as Significant Sub-contractors; and

‘Significant Sub-contractor’ means a member(s) of a Group that would not enter the Contract with the Authority but would rather participate as a sub-contractor(s) to the Prime Contractor.

- 4.5.2. Tenderers MUST be clear in their submissions as to whether they are following a Group approach and whether they will be participating by way of a Prime Contractor/Significant Sub-contracting arrangement or other. Tenderers should also be aware that if they are evaluated as a Group, the Authority may not permit the Group members or, if a subcontracting arrangement, any Significant Sub-contractor, to change at a later stage without revisiting the selection assessment process. Tenderers must therefore give careful thought as to the relationship of the various relevant organisations put forward in their Tender.
- 4.5.3. The Lead Tenderer will be responsible for the overall preparation and submission of the Tender on behalf of all members of a Group and MUST make clear the responsibilities/roles of Group members.
- 4.5.4. The Authority recognises that Groups and sub-contracting arrangements may be subject to future change (for example, agreement with a contractor may not be finalised at Tender stage). Tenderers should therefore respond in the light of such arrangements as are currently envisaged. In the event that a Tenderer proposes a change in the membership of its Group/Significant Sub-contractors following the submission of its Tender, the Lead Tenderer must immediately inform the Authority of such change (both additional members and departing members). The Authority reserves the right to refuse to consider or consent to changes in the Group or Significant Sub-contractors and/or to deselect any Tenderers whose proposed change means that they or their partners/Subcontractors no longer meet the Authority’s minimum requirements, or are subject to mandatory or discretionary grounds for exclusion. By submitting a Tender all other Tenderers shall be deemed to have consented to such future changes in the other Tenderer’s Group or Significant Sub-contractors.
- 4.5.5. Following the Council’s decision on 14 May 2021, the Council will not permit a Tenderer to use any of the following suppliers as part of its supply chain:

- Kingspan
- Arconic
- Celotex
- Rydon

The Authority reserves the right to reject any Tender where any of the suppliers listed above are used to perform any part of the Contract.

The Authority will have the right to terminate any Contract with immediate effect and / or to seek any losses if it later discovers that a Tenderer or a Sub-Contractor is using any of the suppliers listed above in 4.5.5

- 4.5.6. It is likely that a Group will be required to form a legal entity before entering into the Contract (and to do so within a timeframe prescribed by the Authority) and a Group could be rejected from this procurement for failing to do so. The Authority does not require a Group to have formed the legal entity which would enter the Contract, at this stage.
- 4.5.7. If a special purpose vehicle (SPV) is to be formed by a Group, the Contract must be supported by guarantees from any parent companies of members of a Group. The Authority reserves the right to seek clarification regarding the relationships between members of a Group and/or Significant Sub-contractors and or a Prime Contractor/Significant Sub-contractors as part of the Tender process.

## 5. **RESPONSE ENVELOPES AND THE TENDER**

- 5.1. Within the Invitation to Tender on capitalEourcing there are three electronic 'Response Envelopes' for the Tenderer to complete and submit as part of its Tender.
- 5.2. The **Qualification Envelope** – containing the following documents: Form of Tender; Bona Fide Tendering and Anti-Collusion Certificate; Schedule of Confidential Information; Provision of Staffing Information Deed of Undertaking and Agreement (only relevant if TUPE applies); Collateral Warranty (only relevant if the contract or part of the contract is going to be sub-contracted by the winning bidder).
  - 5.2.1. The Form of Tender, Anti-Collusion Certificate and Provision of Staffing Information Deed of Undertaking and Agreement (where relevant) must be signed by the Tenderer/Lead Tenderer and all members of a Group (and where relevant all Significant Sub-contractors):
    - 5.2.1.1. where the Tenderer is a partnership, by two duly authorised partners;
    - 5.2.1.2. where the Tenderer is a company, by two directors or by a director and the secretary of the company or by a director and a witness who attests the signature, such persons being duly authorised for the purpose;
    - 5.2.1.3. where the Tenderer is an individual by that individual;
    - 5.2.1.4. where the Tenderer is a trust by two duly authorised persons.
  - 5.2.2. The Tenderer shall produce forthwith upon request by the Authority documentary evidence of any authorisation referred to in paragraphs 5.2.

5.2.3. If relevant the Schedule of Confidential Information should be completed (please refer to paragraph 15.2 below)

5.2.4. **Collateral Warranty**

If the Tenderer is appointing a Significant Sub-contractor(s) the Collateral Warranty must be duly executed by the Significant Sub-contractor(s).

5.2.5. The Qualification Envelope also contains the minimum standards that You must have for Your Tender to be evaluated, in terms of:

- suitability to pursue the professional activity
- economic and financial standing
- technical and professional ability and
- insurance held and
- project-specific requirements

5.3. The **Technical Envelope** – comprising the Tenderer's Response to the Award Criteria.

5.3.1. By the Deadline for receipt of Tenders, the Tenderer shall submit responses to all sections of the 'Technical Envelope'.

5.4. The **Commercial Envelope**

5.4.1. The Tenderer shall complete all sections of the Commercial Envelope.

5.4.2. All prices and rates requested in the Commercial Envelope shall be inclusive of all disbursements and any other costs or expenses necessary for the proper performance of the Services and include for all Provider risks under the Conditions of Contract. All prices and rates shall be exclusive of Value Added Tax. The Authority/Participating Authorities shall not pay any sum or sums other than those set out in the Pricing Document.

5.5. **Generally**

5.5.1. The Tenderer shall include in its Tender, details of all information or assumptions that it has taken into account in relation to the submission of its Tender which must in any event be in accordance with the requirements, conditions and stipulations of these Instructions to Tenderers.

5.5.2. In addition, the Tenderer shall give further written or verbal details and information as may reasonably be requested by the Authority.

5.5.3. Tenderers are required to complete all sections of the Qualification Envelope, Technical Envelope and Commercial Envelope.

5.6. **Conditions of Contract**

5.6.1. Included as part of the Tender documents is the form of Contract to be entered into between the Authority and the successful Tenderer. Mark-ups of Contract are not invited. If any Tenderer does submit any mark-ups or includes in its Tender any statements which indicate that the Tenderer does not accept any or all of the terms of the Contract the Authority may reject that Tender.



## 6. RETURN OF TENDERS

- 6.1. Tenderers are required to submit their completed Response Envelopes through the capitalEsourcing Portal. Use of this system does not require the purchase of high specification IT equipment or connections, or high-level personal IT skills/capabilities. Tenderers are advised to complete their Response Envelopes in advance of the Deadline to allow time to request guidance where it is required. It is the responsibility of Tenderers to ensure they are familiar with the system and allow sufficient time for finalising their completed Response Envelopes.
- 6.2. The Authority is not responsible for inaccurate or incomplete contact information input into the Portal by Tenderers. It is the responsibility of a Tenderer to ensure that the contact information they have entered for their organisation on the Portal is accurate and kept up to date. Important notification messages relevant to this procurement may not be received by a Tenderer should the contact information be inaccurate. If at any stage a Tenderer needs to update the contact information held for their organisation this can be achieved by submitting it via the Portal. The Authority is under no obligation to respond/follow up on 'out of the office' responses received from a Tenderer and so Tenderers will need to make appropriate arrangements to deal with absences. For any technical advice or assistance relating to the e-tendering system if for any reason the Portal is not available, please contact the capitalEsourcing helpdesk between 8.00am and 6.00pm Monday to Friday on 0800 368 4850 (or +442033496601 if outside the UK) or email [help@capitalesourcing.com](mailto:help@capitalesourcing.com). This email address should only be used where there are technical issues with the Portal. Otherwise, all questions and queries relating to this procurement should be submitted via the Portal.
- 6.3. All aspects (documents/attachments/responses) of completed Responses Envelopes must be submitted electronically via the Portal. Once the completed Response Envelopes have been submitted a pop-up box will appear notifying the Tenderer. **The Tenderer is not permitted to return by email any part of the completed Response Envelopes. Any attempt to email any part of the completed Response Envelopes may result in the Tender being disqualified.**
- 6.4. All duly completed Response Envelopes must be submitted via the Portal by the Deadline. Tenderers are advised to allow plenty of time to submit their completed Response Envelopes onto the Portal as this will take some time to complete and the Authority reserves the right to disqualify and not evaluate any completed Response Envelopes submitted after the Deadline.
- 6.5. All Forms of Tender must remain valid and open for acceptance by the Authority for a period of **six months (180 days)**.

## 7. REJECTION OF TENDERS

- 7.1. The Authority reserves the right to reject any Tender submitted by a Tenderer in respect of which the Tenderer:
  - 7.1.1. discloses to any third party prices shown in its Tender except where such disclosure is made in confidence in order to obtain quotations necessary for the purposes of financing or insurance; and/or
  - 7.1.2. enters into any agreement with any other person that such other person shall refrain from submitting a Tender or shall limit or restrict the prices to be shown by any other tenderer in its Tender; and/or

- 7.1.3. fixes prices in its Tender in accordance with any arrangement with any person or by reference to any other Tender; and/or
- 7.1.4. has submitted a price for the provision of the Services which is abnormally low; and/or
- 7.1.5. offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tenderer or any other person's proposed Tender any act or omission; and/or
- 7.1.6. in connection with the award of the Contract commits an offence under the Bribery Act 2010 or gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972; and/or
- 7.1.7. or any employee or agent of it has in relation to this procurement committed any act which is an offence under the Enterprise Act 2002; and/or
- 7.1.8. has directly or indirectly canvassed any member or official of the Authority concerning award of the Contract or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other tenderer or Tender submitted by any other tenderer; and/or
- 7.1.9. has done anything improper to influence the Authority during the Tender period; and/or
- 7.1.10. has failed to use the English language; and/or
- 7.1.11. has failed to return the Response Envelopes fully completed and signed; however the Authority may request Tenderers whose information or documents appear to be incomplete or erroneous or where specific documents are missing to submit, supplement, clarify or complete the relevant information or documentation within an appropriate time limit, provided that such requests are made in full compliance with the principles of equal treatment and transparency.

7.2. The Authority also reserves the right to reject a Tender:

- 7.2.1. from a Tenderer if another Tenderer has to the knowledge of the first named Tenderer named that first named Tenderer as a sub-contractor;
- 7.2.2. from a Tenderer if that Tenderer has named as sub-contractor another person who to the knowledge of the first named Tenderer has submitted or intends to submit a Tender;
- 7.2.3. from a group company of another Tenderer;
- 7.2.4. from a person who is a member of a partnership or consortium which has submitted or intends to submit a Tender; or
- 7.2.5. from a Tenderer where the Authority believes that there has been any form of co-operation or collusion with another Tenderer.

7.3. For the avoidance of doubt any non-acceptance or rejection in accordance with paragraphs 7.1 and 7.2 above shall be without prejudice to any other civil remedies available to the Authority or any criminal liability that such conduct by a Tenderer may attract.

8. **NON CONSIDERATION OF TENDER**

8.1. The Authority may in its absolute discretion refrain from considering any Tender if:

8.1.1. it is not in accordance with these Instructions to Tenderers and all other instructions issued by the Authority during the Tender period and/or

8.1.2. the Tenderer does not submit a Tender for the provision of the whole of the Services.

## **9. TENDER EVALUATION AND AWARD PROCEDURE**

9.1. Each Tender must achieve a minimum level of acceptability as defined by the compliance standards set out in Table 1 in Appendix One. The Authority reserves the right to reject without further discussion any Tender which does not meet the compliance standards.

9.2. The Authority intends to award the Contract on the basis of the Tender that represents the most economically advantageous offer to the Authority. Tenders shall be evaluated in accordance with the evaluation methodology set out in Appendix One.

### **9.3. Criteria for Award**

As set out in Appendix One the following main criteria are weighted:

9.3.1. Quality – 70% (Questions in Technical Envelope on the Portal)

9.3.2. Price – 30% (Questions in Commercial Envelope on the Portal)

9.4. The award criteria (including any sub-criteria), weightings (including any sub-weightings), and detailed scoring mechanism for both price and quality are set out in full in Appendix One to these Instructions to Tenderers.

9.5. The Authority shall not be bound to award the Contract to the Tenderer with the lowest price structure.

9.6. The Authority reserves to itself the right in its absolute discretion:

9.6.1. to award the Contract to the Tenderer who submits the most economically advantageous tender in accordance with the criteria set out in Appendix 1; or

9.6.2. not to award the Contract.

9.7. Where information or documentation to be submitted by Tenderers is or appears to be incomplete or erroneous, or where specific documents are missing, the Authority reserves the right at its absolute discretion to request Tenderers to submit, supplement, clarify or complete the relevant information or documentation within a time limit to be given.

## **10. ACCEPTANCE OF TENDER**

10.1. Any acceptance by the Authority of a Tender shall be notified to the successful Tenderer in writing by the Authority (the “Acceptance Letter”). Until the execution of the formal Contract referred to in paragraph 11.1 below, a successful Tender (including any agreed amendments in writing), together with the Authority's Acceptance Letter, shall form a binding agreement between the Authority and the successful Tenderer on the terms set out in the Contract Documents.

10.2. The successful Tenderer will be required to commence the provision of the Services on January 2024 (or such other date to be advised) being the Commencement Date.

## **11. THE CONTRACT**

11.1. The successful Tenderer will be required to execute a formal Contract which embodies the terms of all the Tender documents. The Contract will be executed as a deed, except where the value is less than £100,000 where the contract may, at the Council's discretion, be signed under hand.

- 11.2. The successful Tenderer will be required to execute the Contract promptly and shall not commence the provision of the Services nor be entitled to any remuneration whatsoever until it has done so unless otherwise expressly agreed at its discretion by the Authority.
- 11.3. The successful Tenderer shall be liable for any loss or damage incurred by the Authority if the Services cannot commence on the Commencement Date as a result of the successful Tenderer's failure to execute the Contract properly.
12. **CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**
  - 12.1. The Tender documents and all other documentation issued by the Authority relating to the Contract shall be treated by the Tenderer as private and confidential for use only in connection with the Tender and any resulting contract and shall not be disclosed in whole or in part to any third party without the prior written consent of the Authority save where such information has been disclosed for the purposes of obtaining quotations from proposed insurers and/or sub-contractors and other information required to be submitted with the Tender.
  - 12.2. The copyright in all the documents that constitute the Contract shall vest in the Authority and all such documents and all copies thereof are and shall remain the property of the Authority and must be returned to the Authority upon demand.
  - 12.3. The Authority may disclose detailed information relating to any Tender to the Authority's members, directors, officers, employees, agents or advisers and they may make the Tender documents available for private inspection by the Authority's members, directors, officers, employees, agents or advisers.
13. **SUB-CONTRACTING**
  - 13.1. Tenderers must be able to satisfy the Authority as to their ability to perform the Services in accordance with the Contract. Nevertheless the Authority will consider proposals from the Tenderer for part of the Services to be performed by sub-contractors provided that:
    - 13.1.1. the proposed part of the Services and the sub-contractors are approved by the Authority which may include the prior approval of the terms of the sub-contractor's appointment or contractual arrangements to be entered into between the Tenderer and any such sub-contractor; and
    - 13.1.2. upon request by the Authority, the Tenderer procures a collateral warranty (in a form approved by the Authority) from the proposed sub-contractors to the Authority in respect of the performance of the relevant part of the Services.
  - 13.2. Tenderers should also refer to the Conditions of Contract as they relate to sub-contracting.
14. **FREEDOM OF INFORMATION ACT 2000**
  - 14.1. The Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") make provision for the disclosure of information held by public authorities or by persons providing services for them. The Law provides that anyone can ask the Authority for any information and, unless an exemption applies, the information must be supplied. This means that all the information that a Tenderer provides to the Authority under this tendering process will be subject to the FOIA/EIR disclosure provisions.
  - 14.2. If a Tenderer believes that any of the information contained in its Tender, or otherwise supplied to the Authority as part of this tendering process, is either confidential, commercially sensitive or constitutes a

trade secret it should make a statement to that effect in a schedule to its Tender (marked "FOIA/EIR Schedule"), with a brief description of each item of information affected and the reason why it has included that information in the schedule. It is the Tenderer's responsibility to keep this schedule updated as the tendering process progresses, for example where further information is elicited from Tenderers through clarification questions.

- 14.3. Tenderers should appreciate that the simple marking of information with words such as "commercial in confidence" only has the effect of identifying to the Authority that an exemption could potentially apply under the FOIA/EIR. The issue will not simply be whether information is marked as confidential but whether, for example, a duty of confidence in fact applies in law to that piece of information or whether release "would be likely to prejudice" your company's interests.
- 14.4. Tenderers are advised to read the Code of Practice issued by the Department for Constitutional Affairs under Section 45 of the FOIA, which gives guidance to public authorities on the handling of requests for information the disclosure of which may affect the interests of third parties. The code can be accessed on the internet at the Ministry of Justice website.
- 14.5. If the Authority receives a request under the FOIA/EIR which involves information listed in the FOIA/EIR Schedule in your Tender, then the Authority will use its reasonable endeavours to consult you prior to making a final determination as to how to deal with the request. However, the Authority has a very limited time in which to decide whether or not information can be released, so it is imperative that you ensure that the Authority has up-to-date contact details and that the contact is able to respond to a request quickly.
- 14.6. Tenderers should bear in mind that the listing by them of information in an FOIA/EIR Schedule cannot provide an automatic guarantee that the Authority will not disclose such information (or the fact that it holds it) since the Authority cannot fetter the application of the FOIA/EIR.

15. **TENDERER'S WARRANTIES**

- 15.1. In submitting a Tender the Tenderer warrants, represents and undertakes to the Authority that:
  - 15.1.1. it has not done any of the acts or matters referred to in paragraph 7 above and has complied in all respects with these Instructions to Tenderers;
  - 15.1.2. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Authority by the Tenderer or its staff in connection with or arising out of the Tender are at the date of the Tender true, complete and accurate in all respects and that it will promptly notify the Authority in writing of any changes which affect such information, representations or other matters of fact;
  - 15.1.3. it has carried out its own investigations and research, has satisfied itself in respect of all matters relating to the Tender documents and that it has not submitted the Tender and has not entered into the Contract in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Authority;
  - 15.1.4. it has full power and authority to enter into the Contract and carry out the Services and will if requested produce evidence of such to the Authority;
  - 15.1.5. it is of sound financial standing and the Tenderer and its directors, officers and employees are not aware of any circumstances (other than such circumstances that may be disclosed in the

audited accounts or other financial statements of the Tenderer) submitted to the Authority that may adversely affect such financial standing in the future; and

- 15.1.6. it has, and has made arrangements to ensure that it will continue to have, sufficient working capital, skilled staff, equipment, machinery and other resources available to carry out the Services in accordance with the Contract and for the Contract Period.

## 16. **ANNOUNCEMENTS**

- 16.1. The Authority reserves the right to publish the amounts of tenders and the name of the successful Tenderer and to publish such other information regarding Tenders as it may be required to publish in accordance with statutory provisions with which the Authority must comply.
- 16.2 All bidders must provide evidence that they are currently registered under the considerate constructors scheme (ccs) at the point of tender submission, the successful bidder shall also ensure the project site is registered in full accordance with the CCS prior to any works commencing and shall provide relevant documentation and evidence of performance against the scheme in a timely manner upon request by the client, including but not limited to details relating to site monitor visits and reports. Details of any comments or complaints received from the general public including how they have been dealt with and evidence of ongoing display of CCS site specific posters and information. In the event that any bidder does not provide evidence to confirm they are currently registered with the CCS as part of their tender submission then their overall tender response will be classified as a fail and will not be evaluated any further.

## 17. **PROCUREMENT OF LONG LEAD TIME ITEMS**

Please ensure that as part of your tender submission and your proposed programme you clearly highlight and list out all the materials and items where you determine there will be a long lead time for delivery from the point of order commitment, the information you provide should include:

1. A description and circa cost of the material or item
2. Where you are intending to source this from (Country/location)
3. The forecasted lead time from the point of order
4. The potential risk and impact on the project delivery
5. How the risks and impacts will be mitigated
6. Any other related information

It should be noted that post observation of the standstill period and conclude its contract award, the Authority reserves the right to work with the successful tenderer to put in place an arrangement that will allow the early order commitment of certain items or materials that have been determined as having a long lead time for delivery.

## APPENDIX ONE: TENDER EVALUATION AND AWARD CRITERIA

The Authority will award the Contract to the most economically advantageous Tender based on a combination of price and quality. This section is provided in the interests of transparency and fair competition and sets out and explains how that evaluation will be carried out.

### 1. **STAGE 1 – COMPLIANCE – QUALIFICATION ENVELOPE**

- 1.1 Each Tender must achieve a minimum level of acceptability as defined by the compliance standards set out in Table 1 below. The Authority reserves the right to reject without further discussion any Tender which does not meet the compliance standards.

**Table 1**

Compliance Standard	Rationale
Compliant and bona fide Tender	Each Tender shall be checked to ensure that there is no material breach of ITT conditions; that the Tender is complete; that there is no collusion or corruption or anti-competitive behaviour; and that all required information is provided.
Legal Acceptability	Each Tender shall be checked to ensure that there is no legal impediment to the Authority entering a contract with the successful Tenderer in the Authority's form.
Complete Tender	Each Tender shall be assessed as to whether the Tenderer has confirmed that it is able to provide the Services as detailed within the Service Specification.
Minimum Standards	<ul style="list-style-type: none"><li>• Suitability to pursue the professional activity;</li><li>• Satisfaction of the Authority's Minimum Standard for Economic and Financial Standing (see below)</li><li>• Insurance levels; Public liability; Employer's liability; Professional liability; Guarantees, etc</li><li>• Experience and technical capacity;</li></ul>

- |  |  |
|--|--|
|  | <ul style="list-style-type: none"> <li>• other standards to be agreed, if relevant.</li> </ul> |
|--|--|

***The Authority's Minimum Standard for Economic and Financial Standing***

- 1.2 Whenever possible, the Authority will use CreditSafe to obtain financial reports and accounts appertaining to Candidates and use it to verify Candidates' fulfilment of the pass/fail test for economic and financial standing. However, if the reports obtainable from CreditSafe do not appear to satisfy the pass/fail test, Candidates can submit additional evidence to support their application. If no reports and accounts are available through CreditSafe, Candidates will be asked to provide one of the responses set out in the ITT under Economic/Financial Standing [EFS Accounts]. Candidates will be given a reasonable time in which to respond.
- 1.3 All Candidates must pass the test for economic and financial standing set out in the ITT:

*Candidates must demonstrate that they are financially sound and have sufficient economic resources to perform the contract. Relevant factors include the Candidate's annual turnover, liquidity, gearing and cash flow.*

- 1.4 Candidates can demonstrate that they satisfy this minimum standard by meeting or exceeding the Turnover Threshold in the terms identified below and meeting.
- 1.5 Candidates are referred to paragraphs 1.12 and 1.13 below in relation to the ability to rely on the capacity of others. These requirements are explained in more detail below. For the purposes of this Step, a Significant Sub-contractor is a subcontractor who accounts for more than 20% of the Turnover Threshold.

**Turnover Threshold**

- 1.6 The Candidate must have a mean average turnover in the past two years in excess of £750,000 (the 'Turnover Threshold') based on accounts available from CreditSafe or information supplied by the Candidate in its ITT Response. The estimated value of the Contract is between £300,000 - £400,000.
- 1.7 The candidate must have a minimum CreditSafe score of 35.
- 1.8 The Turnover Threshold has been set at a level that ensures that the Contract will not excessively dominate the existing business of the winning bidder.
- 1.9 Candidates are directed to the information in paragraph 1.9 below regarding who has to satisfy the requirement in paragraph 1.3 above depending on whether the Candidate is a single organisation, a Group with or without Significant Sub-contractor(s) that is not a Prime Contractor with one or more Significant Sub-contractors (or a Group that does consist of a Prime Contractor with Significant Sub-contractor(s)).



1.10 For the avoidance of doubt, where a Candidate is constituted by way of:

- a single organisation; the single organisation must pass the Turnover Threshold;
- a Group; the Group (of which any Significant Sub-contractor(s) should be included as a member) must pass the Turnover Threshold. In order to calculate whether a Group passes the Turnover Threshold, the 2 year mean average turnover for the Lead Candidate and every other member of the Group (based on information provided in their ITT response) will be calculated and for each of them, multiplied by their (actual or anticipated) percentage of Turnover Threshold (as identified in the completed attachment to ITT Question [EFS Consortium Equity] in the legal entity to be formed to deliver the Contract and the totals will then be added together. It is this combined figure that will be used to determine if the Group passes the Turnover Threshold; or
- a Prime Contractor with Significant Sub-contractors; the Prime Contractor with any Significant Sub-contractor(s) must pass the Turnover Threshold. In order to calculate whether a Prime Contractor with any Significant Sub-contractor(s) passes the Turnover Threshold, the 2 year mean average turnover for the Prime Contractor and every other Significant Subcontractor(s) will be calculated and for each of them, multiplied by their (actual or anticipated) percentage of Turnover Threshold (as identified in the completed attachment to ITT Question [EFS Consortium Equity] and the totals will then be added together. It is this combined figure that will be used to determine if the Prime Contractor with any Significant Sub-contractors passes the Turnover Threshold .

1.11 In order to determine if each Candidate satisfies the Turnover Threshold the Authority will use reports and accounts from CreditSafe or, if unavailable from that source, the information provided by the Candidate in its ITT Response. Candidates whose turnover is not measured in sterling must confirm which currency their turnover is measured in. The Authority will review the information provided by the Candidate and it will where appropriate, use the Bank of England's spot rate on the submission date of the ITT Response to convert the currency for each Candidate (including where relevant the other members of a Group / each Significant Sub-contractor) into sterling in order to carry out the tests above.

#### **Financial Risk Assessment**

1.12 Based on reports and accounts obtained through CreditSafe or, if unavailable from that source, from information provided by the Candidate in their ITT Response (financial statement for the last 2 years), the Authority will verify whether the Candidate meets the four Ratio Tests set out in the ITT:

1.13 For the avoidance of doubt where a Candidate is constituted by way of :

- a single organisation, the single organisation must pass the Financial Risk Assessment;
- a Group, all members who have or will have an equity stake in the Group together with any Significant Sub-contractor (as identified in Part B) should EACH pass the Financial Risk Assessment individually; or

- a Group that consists of a Prime Contractor with one or more Significant Sub-contractors, the Prime Contractor together with any Significant Sub-contractor(s) should EACH pass the Financial Risk Assessment individually.
- 1.14 The purpose of the minimum standard for economic and financial standing is to give the Authority the assurance that those Candidates to whom it issues an Invitation to Tender are suitable. In some situations the information from other entities or members of its group may appropriately supplement the information for a Candidate. Such a scenario may for example arise where the ultimate holding company is the equity provider; or the parent company is providing guarantees. In order for the Authority to consider additional information related to other entities or members of its group and guarantees, the Candidate should include the information with the ITT Response.
- 1.15 In the event that a Candidate (or where applicable, the Lead Candidate and/or other Group members or Significant Sub-contractor) cannot meet the Turnover Threshold and/or pass the Financial Risk Assessment they will need to demonstrate a robust approach to the Authority as to how the risk thereby faced by the Authority may be mitigated.
- 1.16 Candidates can upload any data, letters of support, certificates, accounts or other financial information in support of their application by uploading the same in response to the question in the Economic and Financial Standing section of the ITT.
- 1.17 The Authority reserves the right to reject a Candidate at any point in the tender process if the Candidate does not satisfy the Authority's minimum standard for economic and financial standing set out in the ITT.
2. **STAGE 2 – QUALITY AWARD CRITERIA (TECHNICAL ENVELOPE IN CAPITALESOURCING)**
- 2.1. Quality: 70% (Tier 1)
- 2.2. Quality will be assessed on the basis of a Tenderer's written submissions in the Technical Envelope to the award criteria as set out below in Table 3. Each Tender will be considered initially by individual members of the evaluation team against each of the evaluation areas set out below in Table 3. The information will not be shared at this stage. Each award criteria has a sub-weighting (Tier 2) to ensure its relative importance is reflected in the overall scores.
- 2.3. The scoring table is set out in Table 2 below. Each response to the award criteria will be marked out of a possible score of 5. The scoring will be based on the general principles and descriptions shown in Table 2 below.
- 2.4. Tenderers should note that a Tender must score 3 or above for each of the criteria otherwise it may be rejected.
- 2.5. Groups are referred to paragraph 4.5.3 of the ITT. The Lead Tenderer will be responsible for the overall preparation and submission of the Tender on behalf of all members of the Group and MUST make clear the responsibilities/roles of Group members.
- 2.6. Tenderers should strictly conform to the word limits for the Quality questions.

**Table 2: Marking Scheme**

Score	Rating	Criteria for Awarding Score
0	Unacceptable (fail)	The information is omitted/no details provided, or irrelevant answer provided
1	Poor (fail)	The Authority has serious reservations that the Tenderer understands the requirement in the question. The proposal provides very limited evidence and assurance that the relevant aspect of the service would be delivered to the expected standard and there are serious doubts about aspects of the response.
2	Fair	The submission is superficial and generic in its scope. The Authority has some reservations that the Tenderer understands the requirement in the question. The proposal provides some limited evidence and assurance that the relevant aspect of the service or requirement would be delivered to a satisfactory standard.
3	Satisfactory	The Authority is reasonably confident that the Tenderer understands the requirement in the question and the proposal provides some satisfactory evidence and assurance that the relevant aspect of the service or requirement would be delivered to a satisfactory standard.
4	Good	The submission is robust and well documented. The Authority is confident that the Tenderer understands the requirement in the question and the proposal provides good evidence and assurance that the relevant aspect of the service or requirement would be delivered to a good standard.
5	Excellent	The proposal is innovative and adds value. The Authority is completely confident that the Tenderer understands the requirement in the question and the proposal provides very good evidence and assurance that the relevant aspects of the service or requirement would be delivered to an excellent standard.

**TABLE 3 – Quality Award Criteria – 70% (Technical Envelope)**

**Please refer to Schedule 2 – ITT Questions and Weightings - the scoring mechanism set out in Table 1 above will be used to evaluate contractors’ tender proposals.**

- 2.7. Following any clarifications, Members of the evaluation team will meet and will consider each Tender and a consensus on scoring for each Tenderer’s responses to the award criteria will be reached.
- 2.8. If during the evaluation team’s consensus meeting a Tender is scored 2 or less for a response to any of the award criteria the Tender may not be further considered.
- 2.9. For those Tenders which at the evaluation team’s meeting score 3 or above for all responses to the award criteria the evaluation will proceed.
- 2.10. Each score for a response to an award criterion will be multiplied by the relevant sub-weighting to arrive at a weighted score. Weighted scores will be added together to produce a total score out of 100. The overall quality weighting of 70% will then be applied.

**3. STAGE 3 – PRICE (COMMERCIAL ENVELOPE IN CAPITALESOURCING) 30%**

- 3.1. The Tender with the lowest total sum will automatically score the full weighting for the section in the Commercial Envelope. Thereafter each other Tender is compared against the lowest priced Tender in accordance with the following formula to arrive at a score to one decimal point:

$$(A \div B) \times C = X$$

Where:

A = the lowest submitted price of all Tenders

B = the total price submitted by Tenderer

C = the maximum percentage score i.e. [30%]

X = the score for Price

- 3.2. Based on a notional figure of £60,000 for the lowest Tender price and using the formula set out in paragraph 3.1 above the Commercial Envelope score for price would be as set out below and then weighted by [30]% and awarded as follows:

TENDERER	PRICE	SCORE WEIGHTED BY 30% FOR AWARD
1	£60,000 (A)	30%
2	£70,000 (B)	25.71%
3	£80,000 (C)	22.50%
4	£90,000 (D)	19.99%

**4. COMPILATION OF PERCENTAGES AWARDED FOR QUALITY AND PRICE**

- 4.1. The percentages awarded to each Tender for the Price (Commercial Envelope) and Quality (Technical Envelope) elements of the evaluation are added together to arrive at the most economically advantageous Tender i.e. the Tender with the highest total percentage awarded.

4.2. **LIST OF DOCUMENTS AND DRAWINGS**

Document	Description
Schedule 1 _ITT_Roof Compartmentation – Sheltered Housing	Instructions to Tender – <b>This document</b>
Schedule 2 - ITT Questions and Weightings _Ref 304	ITT Quality Questions
Schedule 3 – Pricing Matrix _Schedule of Works & Specification	Specification and Pricing Matrix
Schedule 4_Draft JCT Contract _Design and Build with Std RBKC amendments	Draft JCT Form of Contract
Schedule 5_ Preliminaries	Contract Preliminaries
Schedule 6_ Social Value Instructions	Supplier to review in conjunction with Document 6a and 6b
Schedule 6a – Social Value Matrix	Social Value Matrix – Suppliers to complete obligation in the boxes highlighted in light green
Schedule 7 - Asbestos Reports	X 4 Asbestos Reports for Blechynden House and Burgessfield
Schedule 8 – Drawings	Proposed Drawings for Works
Appendix A – Reference Questionnaire	Reference for Works ( <i>to be completed by Contractor's clients and sent to RBKC Procurement by 1<sup>st</sup> September 2023</i>
Appendix B1- Generic Score Card	Performance Management and KPIs overview
Appendix B2 – Roof Compartmentation KPIs	
Appendix B3 – KPI Delivery Template	
Client Policies	Relevant Policies contractors must comply with when working with the Council