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| THE ROYAL BOROUGH OF KENSINGTONAND CHELSEA |

REQUEST FOR QUOTATION

Kensal Canalside Opportunity Area

Development Infrastructure Funding (DIF) study and Transport Study to inform Local Plan site allocation

INSTRUCTIONS TO TENDERERS

1. **Introduction**
	1. The Royal Borough of Kensington and Chelsea (the “Authority”) is issuing this request for a quotation (‘RFQ’) for the provision of a Development Infrastructure Funding (DIF) Study and Transport Study to inform Local Plan site allocation (“the Services”) as described in the accompanying Service Specification. The RFQ documents are being made available on the condition that they are used solely in connection with this RFQ and for no other purpose.
	2. The successful supplier will be required for the Contract Price to provide the Services in accordance with the Specification and the Terms and Conditions.
	3. The final reports for final checking must be submitted by 3 October 2016.
	4. This RFQ also sets out the procurement process and the form and content of quotations and the timetable and other administrative arrangements.
	5. The Specification sets out the Authority’s minimum requirements for the provision of the Services. Suppliers are (in accordance with the provisions set out below) invited to submit quotations by 23.59 hours on 30 June, 2016.
2. Timetable
	1. To ensure that the evaluation and award process is completed and the Contract signed prior to the Commencement Date the Authority has set the following timetable. The Authority reserves the right to amend the timetable.
	2. The Council is committed to consulting on the Local Plan Partial Review Draft Policies in October 2016, so the DIF and the Transport Study must be completed by the first week of October 2016 at the latest.

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| **Task** | **Timescale**  |
| Issue tender  | 8 June 2016 |
| Clarification questions to the RBKC lead  | By 17 June 2016 |
| RBKC to respond to clarifications | By 22 June 2016 |
| Final tender submissions | 30 June 2016 |
| RBKC tender review  | 1 and 4 July 2016 |
| Selection of successful consultant team  | 5 July 2016 |
| Contracts | 8 July 2016 |
| Inception meeting  | 11 July 2016 |
| **Commence project**  | **11 July 2016** |
| Submission of inception report (2 weeks)  | 25 July 2016 |
| Review of interim report and comments | 19 August 2016 |
| Submission of draft reports (8 weeks) | 12 Sept 2016 |
| Presentation of draft report for comment (2 weeks) | 23 Sept 2016 |
| Submit final reports for final check (3 weeks) | 3 October 2016 |
| **Final Reports with evidence** | **7 October 2016** |

1. Right to Cancel or Vary the Process
	1. The Authority reserves the right:
		1. to abandon the quotation process at any stage;
		2. not to award a contract;
		3. to require a supplier to clarify its submission in writing and/or provide additional information (failure to respond adequately may result in a supplier not being successful); and/or
		4. amend the terms and conditions of the quotation process.
2. Considerations Prior To Submission Of Quotation
	1. **Sufficiency of information**
		1. The Supplier shall ensure that it is familiar with the content, the extent and nature of its obligations as outlined in the RFQ documents and shall in any event be deemed to have done so before submitting its quotation.
		2. The Supplier will be deemed for all purposes connected with the RFQ 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 Specification) and the extent of the personnel, equipment, assets, plant and machinery which may be required and any other matter which may affect its quotation.
	2. **Costs and expenses**
		1. All costs, expenses and liabilities incurred by the Supplier in connection with preparation and submission of the quotation will be borne by the supplier.
		2. The supplier 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 supplier or any other supplier save as expressly provided for in the Contract and (save to the extent set out in the RFQ documents) no compensation or remuneration shall otherwise be payable by the Authority to the successful supplier in respect of the Services by reason of the scope of the Services being different from that envisaged by the successful supplier or otherwise.
	3. **Further information and enquiries**
		1. Any questions about this procurement should be submitted in writing via the capitalEsourcing Portal. Suppliers must clearly indicate, when submitting a question, which (if any) part of their question they view as confidential and applicable only to the supplier submitting the question. If the Authority does not agree that the question is confidential and applicable only to the supplier, the supplier will be given the right to withdraw the question without it being answered.
		2. The closing date for clarification questions to be raised will be 17 June at 23.59. Once the procurement event is live, a supplier is able to submit clarification questions through the Messages feature within the Portal, accessed via the 'Messages' tab. This should be used for all queries and requests for clarification regarding the procurement as it provides an effective and auditable trail. A supplier’s queries will be secure and cannot be seen by any other suppliers. The Authority will publish the question and the response, in a suitably anonymous form, via the Messages tool to all suppliers before the Deadline.
	4. **Freedom of Information**
		1. The Authority is subject to the provisions of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (FOI). If the supplier considers that any information supplied by it is either commercially sensitive or confidential in nature, this should be highlighted and the reasons for its sensitivity given. In such cases the relevant material will, in response to FOI requests, be examined in the light of the exemptions provided for under FOI.
		2. Suppliers shall treat all information supplied by the Authority in connection with this RFQ as confidential. Information may be disclosed by suppliers insofar as is necessary for the preparation, submission and evaluation of quotations.
3. QUALIFICATION ENVELOPe

5.1 Tenderers should read and state whether they accept the Conditions of Contract and answer the question concerning mandatory and discretionary exclusion.

5.2 Tenderers must also state that they either have or will have the required type and level of insurance cover indicated.

5.3 You may be disqualified if you decline to accept the terms and Conditions of Contract. You will be excluded if you are in one of the conditions that require mandatory exclusion. You may be excluded if there exist discretionary grounds for exclusion and you will be excluded if you do not have or decline to commit to have the required insurance cover.

**6. TECHNICAL RESPONSE ENVELOPE**

6.1 Within the RFQ on capitalEsourcing there is an electronic ‘Technical Response Envelope’ for the supplier to submit responses to the quality questions. Responses will be evaluated in accordance with the award criteria, weightings and marking scheme in Tables 1 and 2 below.

7. commercial RESPONSE ENVELOPE / Quotation

7.1 Within the RFQ on capitalEsourcing there is an electronic ‘Commercial Response Envelope’ for the supplier to complete and submit as its quotation.

7.2 The supplier must complete all sections of the Commercial Response Envelope.

7.3 The Contract Price requested in the Commercial Response Envelope must be inclusive of all disbursements and any other costs or expenses necessary for the proper performance of the Services and include for all Contractor risks under the Conditions of Contract. The Contract Prices shall be exclusive of Value Added Tax. The Authority shall not pay any sum or sums other than those set out in the pricing document.

8. Conditions of contract

8.1 Suppliers should ensure that they understand and accept the terms and conditions of Contract contained in the ‘Attachments’ section of this RFQ before submitting their quotation. Amendments or variations to the terms and conditions requested by a supplier will not be acceptable to the Authority. Quotations will be considered non-compliant if any alterations are made and will be rejected.

9. Return Of quotations

9.1 Suppliers are required to submit their completed Commercial Response Envelope 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. Suppliers are advised to complete their responses in advance of the Deadline to allow time to request guidance where it is required. It is the responsibility of suppliers to ensure they are familiar with the system and allow sufficient time for finalising their completed responses in the Technical and Commercial Envelopes.

9.2 The Authority is not responsible for inaccurate or incomplete contact information input into the Portal by suppliers. It is the supplier’s responsibility 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 supplier should the contact information be inaccurate. If at any stage a supplier 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 supplier and so suppliers will need to make appropriate arrangements to deal with absences. For any technical advice or assistance relating to the e-Bidding 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 e-mail 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.

9.3 All aspects (documents/attachments/responses) of the completed Qualification, Technical and Commercial Response Envelopes must be submitted electronically via the Portal. Once the completed Commercial Response Envelope has been submitted a pop-up box will appear notifying the supplier. Suppliers must not return by email any part of their completed Commercial Response Envelope. Any attempt by a supplier to email any part of its completed Commercial Response Envelope may result in its quotation being disqualified.

9.4 Suppliers are advised to allow plenty of time to submit their completed Envelopes onto the Portal as this will take some time and the Authority reserves the right to reject and not evaluate any completed Response Envelopes submitted after the Deadline.

9.5 All quotations must remain valid and open for acceptance by the Authority for a period of 6 months.

10. Evaluation MODEL AND EVALUATION METHODOLOGY

10.1 The Authority does not bind itself to accept the lowest or any quotation.

10.2 Each quotation will be checked to ensure that it is complete, legally compliant and meets the Authority’s minimum standards. If any questions that are marked pass or fail are not passed, then the quotation will be rejected.

10.3 The Authority intends to award Contracts on the basis of the quotation that represents the most economically advantageous offer to the Authority. The Authority shall evaluate quotations in accordance with the evaluation methodology set out below. Quality and price are weighted as follows:

Quality – 55 %

Price – 45 %.

10.4 The different criteria for award together with the detailed scoring mechanism (Table 1) are set out below. The written responses to the Award Criteria will be evaluated. A weighting is attributed to each evaluation heading that reflects its relative priority.

10.5 The final Quality Scores will be aggregated to give an overall quality (technical) score for the quotation.

10.6 Each supplier’s total weighted score for Table 2 (quality award criteria) and total weighted score for price will be added together and the quotation with the highest total weighted percentage score awarded, will be the most economically advantageous quotation.

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

* to award the Contract(s) to any supplier;
* not to award the Contract(s) to any of the suppliers or at all.

10.8 The responses to the questions relating to the Award Criteria will be scored using the scoring mechanism below (Table 1), and then weighted in accordance with the weightings listed in Table 2.

10.9 NOTE THAT SOME OF THE AWARD CRITERIA HAVE MINIMUM PASS MARKS. FAILURE TO SCORE AT LEAST THE MINIMUM INDICATED SCORE WILL RESULT IN DISQUALIFICATION.

10.10 Written responses to each award criterion should be clear and concise and contained on no more than 4 sides of A4.

**Table 1: MARKING SCHEME**

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| **Score** | **Rating** | **Criteria for Awarding Score** |
| **0** | **Totally Unacceptable** | No response or response completely fails to address all of the Council’s requirements |
| **1** | **Unacceptable** | Very limited or vague response which fails to address key areas or meet key Council requirements, or the response received contains a large number of weaknesses or omissions in a majority of aspects |
| **2** | **Poor** | Limited or vague response that only meets some of the key Council requirements but with numerous material weaknesses or omissions and the Council has serious doubts about aspects of the response which gives rise to serious concerns, or inadequate information has been provided |
| **3** | **Unsatisfactory** | The response addresses a number of key Council requirements but is unsatisfactory in a number of material respects. The proposal contains some material weaknesses or omissions which give the Council some concerns |
| **4** | **Fair** | The response generally meets the key Council requirements but with some aspects which give the Council concern because either they are incomplete or contain minimal material weaknesses or omissions, or differ from the Council’s requirement necessary to meet the criteria in at least one aspect |
| **5** | **Satisfactory** | The response addresses a majority of key Council requirements and is generally satisfactory but does not demonstrate any clear strengths |
| **6** | **Generally Good** | The response is generally good in all material respects but does contain some minor weaknesses or omissions. The proposal does, however, have at least one clear strength. |
| **7** | **Strong** | The response is of a good quality in all respects with good concepts and approaches, but contains a few minor weaknesses or omissions with a clear strength in a key area. |
| **8** | **Very Good** | High quality response with clear, coherent and high quality proposals that present a fully workable response with clear strengths in key areas, and any minor weaknesses or omissions which may be present in the response may be acceptable as offered |
| **9** | **Outstanding** | Very high quality, considered response with outstanding features in a majority of areas. A very strong response overall with no material weaknesses or omissions |
| **10** | **Excellent** | Exemplar response in all material respects. The response also demonstrates significant strengths and has no weaknesses or omissions |
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**Table 2**: **Technical Quality 55% total weighting**

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| **Technical Response (Quality) Award Criteria**  | **Marks** | **Pass/Fail** |
| **Expertise and Experience** |  |
| Please provide evidence that your organisation has previously delivered similar work to an acceptable high standard | 27 | Fail if score less than 21 |
| **Understanding of the Brief and the Deliverables** |  |
| Please describe your understanding of the brief and state how you propose to meet its requirements and the deliverables you will produce.  | 27 | Fail if score less than 21 |
| **Capacity and Resources** |  |
| Please state what capacity you have available to complete the work and what resources you intend to assign to deliver the project requirements. Please make reference to the experience and expertise of the particular consultant(s) you intend to allocate to the work and state what experience they have of delivering similar requirements. | 27 | Fail if score less than 21 |
| **Issues and Assumptions** |  |
| Please state what you see as the salient issues and risks associated with this work and any assumptions you are making in formulating your proposals | 10 |  |
| **Added Value Enhancements** |  |
| The Specification sets out the Authority’s minimum requirements. Please state what, if any, added value you will deliver | 9 |  |
| **Total Marks**  | 100 |  |

The 55% weighting for Quality will be applied to the Tenderer’s total score to obtain the weighted score for quality.

**11.** **PRICE EVALUATION (45% weighting)**

11.1 In the Commercial Envelope, Tenderers must enter a lump sum fixed price (‘the Contract Price’) for the satisfactory completion of the work. Exclude VAT.

11.2 In an attachment in the Commercial Envelope, please show how your Contract Price has been arrived at by breaking down the lump sum by deliverable to show staff time (and associated day rates), expenses allowed for and the cost and identity of sub-contractors (if any) employed by you on the project.

11.3 The Contract Price must include all labour, expenses, overheads, travel, accommodation, materials, printing and any other costs except VAT. This is not an exhaustive list. You will be disqualified from the procurement process if your price does not include ALL costs (except VAT).

11.4 The quotation with the lowest total for providing the courses will automatically be awarded full marks (45%). Thereafter each other quotation is compared against the lowest priced quotation in accordance with the following formula:

(A÷B) x C = X

Where:

A = the lowest submitted price of all quotations

B = the total price submitted by supplier

C = the maximum percentage score i.e. 45%

X = the score for Price

11.5 Tenderer’s weighted quality score will be added to their weighted price score to produce a total.

11.6 The tenderer with the highest total score (representing the most economically advantageous offer) will be awarded the contract subject to verification that they satisfy any pass fail tests described in the Qualification Envelope.

12 Acceptance Of quotation

12.1 Any acceptance by the Authority of a quotation shall be notified to the successful supplier in writing by the Authority.