**THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA**

**INSTRUCTIONS TO TENDER (ITT)**



Elm Park House - District heating plant room, switch room, phase 2 enabling, compliance and future proofing works – phase 1.

Tender return deadline: **12 noon on Friday**,

**29 October 2023**

**RBKC-HM/2023/006**

**CONTENTS**

1. Introduction 3

2. INSTRUCTIONS 4

3. BACKGROUND 4

4. TENDERING TIMETABLE 4

5. RIGHT TO CANCEL OR VARY THE PROCESS 5

6. CONSIDERATIONS PRIOR TO SUBMISSION OF TENDER 5

7. RESPONSE ENVELOPES AND THE TENDER 7

8. RETURN OF TENDERS 8

9. REJECTION OF TENDERS 9

10. NON CONSIDERATION OF TENDER 10

11. TENDER EVALUATION AND AWARD PROCEDURE 10

12. ACCEPTANCE OF TENDER 11

13. THE CONTRACT 11

14. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS 11

15. SUB-CONTRACTING 11

16. FREEDOM OF INFORMATION ACT 2000 12

17. TENDERER'S WARRANTIES 12

18. ANNOUNCEMENTS ………...………………………………………………………………...13

1. **Introduction**
	1. To help you in developing your response to our Invitation, we would like to tell you about ourselves and about our goals and values, so that you can use this information to inform every aspect of your bid and tell us exactly why we should choose you to help us realise our vision.
	2. The Housing Management Department of The Royal Borough of Kensington and Chelsea (RBKC) manages some 9,500 properties on behalf of the Council, of which approximately three quarters are tenanted, and a quarter are leasehold dwellings.
	3. The property portfolio is varied in age and style and covers 15 postcode districts in Southwest London (see map below). The stock is comprised of both street properties and blocks. There are approximately 400 blocks ranging in size from 2 - 31 floors.
	4. It is the ambition of RBKC that the Council achieve a net carbon zero status by 2030. **Therefore, this will be considered whilst evaluating tenders.**

** Fig 1**

1. InSTRUCTIONS
	1. These Instructions to Tenderers (ITT) are issued simultaneously to all organisations invited to tender and are made available electronically on [www.capitalEsourcing.com](http://www.capitalEsourcing.com). Tenderers should read the ITT Documents as soon after receipt as possible.
	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.
	3. Questions must only be asked via the messaging facility on the Portal.
	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.
	5. The Contract Period will commence on or around 18 March 2024 for a period of 16 weeks. The contractor is expected to allow for survey and design resource up front to allow this Project to completed during the spring/summer months.
	6. These Instructions to Tenderers describe the Authority’s requirements for the Works, the tendering process, and the commercial terms on which the Authority will contract in due course with the successful Tenderer.
	7. 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.
	8. This Instructions to Tenderers also sets out the Authority’s minimum requirements for the provision of the Works. Tenderers are (in accordance with the provisions set out below) invited to submit Tenders by no later than **12 noon on 27 October 2023 (‘Deadline’).**
	9. 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 A of this document).
	10. 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. background

2.1 The Royal Borough of Kensington and Chelsea (RBKC) Housing Management is looking to appoint a suitably qualified and experienced contractor to carry out the district heating plant room, switch room, phase 2 enabling, compliance and future proofing works - phase1 at Elm Park House, Fulham Road, London, SW10 9QD.

2.2The residential block is part of the blocks earmarked to benefit from the Council’s investment programme works due to the deteriorating condition of the blocks.

2.3 The JCT design and build 2016 (with 2022 updates) and RBKC Amendments will be utilised for this contract.

1. Tendering timetable
	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** |
| Tender Publication – prior to close of business on | 29 September 2021 |
| Closing date for submission of Tenderers’ questions, 12 noon on | 20 October 2023 |
| Answers to Tenderers’ questions circulated to all Tenderers by 5pm on | 25 October 2023 |
| Closing date for receipt of Tenders, 12 noon on:  | 27 October 2023 |
| Evaluation Completed by | 17 November 2023 |
| Section 20 NoP Leasehold consultation prep  | 24 Nov – 8 Dec 23  |
| Section 20 Observations  | 11 Dec 23 – 8 Jan 24 |
| End of Leaseholder Consultation | 19 January 2024 |
| Recommendation report issued | 19 January 2024 |
| Recommendation approved | 2 February 2024 |
| Issue of Notification of Award Decision and Regret letters | 6 February 2024 |
| Standstill period | 6 Feb – 19 Feb 24 |
| Issue of Award letter  | 20 February 2023 |
| Mobilisation period / Execution of Contract documents | 20 Feb - 18 March 2023 |
| Contract commencement date | 18 March 2024 |

1. Right to Cancel or Vary the Process
	1. The Authority reserves the right:
		1. to abandon the tender process at any stage.
		2. not to award a contract.
		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 amend these Instructions to Tenderers.
2. Considerations Prior To Submission Of Tender
	1. **Sufficiency of information**
		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.
		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 Works (in the context of and as described in the Scope of Works and 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.
	2. **Costs and expenses**
		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.
		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 Works by reason of the scope of works being different from that envisaged by the successful Tenderer or otherwise.
	3. **Further information and enquiries**
		1. Any questions about this procurement should be submitted in writing via the messaging facility on the capitalEsourcing 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.
		2. The closing date for clarifications to be raised will be 12 noon on 20 October 2023.
		3. During the tender period, a Tenderer can submit clarification questions through the message facility 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. In addition, this facility should also be used to clarify on any changes, that the tenderer may plan to make due to the nature of the design and build Contract. 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 to all bidders via the messages tool, ideally before 5pm on the 25 October 2023 but ultimately prior to the deadline for tender returns.
		4. The Authority reserves the right to take up one or all the references and / or visit one or more of the reference sites cited by Tenderers.
		5. Tenderers are reminded that this is an Open Competition Procedure, and that Tenders must be capable of acceptance, and that negotiation is not permitted.
	4. **Site Inspections**
		1. Due to the recent Covid-19 pandemic, the Council is arranging suitable dates and times for bidders to visit sites for inspection. Once confirmed arrangements have been made, the dates and times will be communicated to bidders via the portal. Tenderers wishing to visit the site(s) are encouraged to comply with the Government guidelines for the wearing of face coverings and social distancing where applicable.
		2. All site visits are to be made by appointment and are available Wednesday the 11th and 18th October 2023 only with times at 9am (option 1) or 1pm (option 2) ONLY.
		3. Please e-mail Billy White at Billy.White@rbkc.gov.uk or, if not available, Frances.Obrien@rbkc.gov.uk for an appointment stating option one or two.
	5. **Bidding Organisations and Groups**
		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.

* + 1. 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.
		2. 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.
		3. 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. If 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. It is likely that a Group will be required to form a legal entity before entering 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.
		5. 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-contractor as part of the Tender process.
1. RESPONSE ENVELOPES AND The Tender
	1. Within the Invitation to Tender on capitalEsourcing there are three electronic ‘Response Envelopes’ for the Tenderer to complete and submit as part of its Tender.
	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).
		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):
			1. where the Tenderer is a partnership, by two duly authorised partners.
			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.
			3. where the Tenderer is an individual by that individual.
			4. where the Tenderer is a trust by two duly authorised persons.
		2. The Tenderer shall produce forthwith upon request by the Authority documentary evidence of any authorisation referred to in paragraphs 5.2.
		3. If relevant the Schedule of Confidential Information should be completed (please refer to paragraph 15.2 below)
		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).

* + 1. 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
			- insurance held and
			- project-specific requirements
	1. **The Technical Envelope** – comprising the Tenderer’s Response to the Award Criteria.
		1. By the Deadline for receipt of Tenders, the Tenderer shall submit responses to all sections of the ‘Technical Envelope’ in the space provided on the Portal.
	2. **The Commercial Envelope**
		1. The Tenderer shall complete all sections of the Commercial Envelope.
		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.
	3. **Generally**
		1. The Tenderer shall include in its Tender, details of all information or assumptions that it has considered 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.
		2. In addition, the Tenderer shall give further written or verbal details and information as may reasonably be requested by the Authority.
		3. Tenderers are required to complete all sections of the Qualification Envelope, Technical Envelope and Commercial Envelope.
	4. **Conditions of Contract**
		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 the terms of the Contract the Authority may reject that Tender.
1. Return Of Tenders
	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.
	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, 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. 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 messaging facilities on the Portal.
	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.**
	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.
	5. All Forms of Tender must remain valid and open for acceptance by the Authority for a period of one hundred and eighty days (6 months).
2. Rejection Of Tenders
	1. The Authority reserves the right to reject any Tender submitted by a Tenderer in respect of which the Tenderer:
		1. discloses to any third-party prices shown in its Tender except where such disclosure is made in confidence to obtain quotations necessary for the purposes of financing or insurance; and/or
		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
		3. fixes prices in its Tender in accordance with any arrangement with any person or by reference to any other Tender; and/or
		4. has submitted a price for the provision of the Services which is abnormally low; and/or
		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
		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. 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
		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
		9. has done anything improper to influence the Authority during the Tender period; and / or
		10. has failed to use the English language; and / or
		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.
	2. The Authority also reserves the right to reject a Tender:
		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.
		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.
		3. from a group company of another Tenderer.
		4. from a person who is a member of a partnership or consortium which has submitted or intends to submit a Tender; or
		5. from a Tenderer where the Authority believes that there has been any form of co‑operation or collusion with another Tenderer.
	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.
3. NON-CONSIDERATION Of Tender
	1. The Authority may in its absolute discretion refrain from considering any Tender if:
		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
		2. the Tenderer does not submit a Tender for the provision of the whole of the Services.
4. Tender Evaluation And Award Procedure
	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.
	2. The Authority intends to award the Contract based on the Tender that represents the most advantageous offer to the Authority. Tenders shall be evaluated in accordance with the evaluation methodology set out in Appendix One.
	3. **Criteria for Award**

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

* + 1. Quality – 60% (Questions in Technical Envelope on the Portal)
		2. Price – 40% (Questions in Commercial Envelope on the Portal)
	1. 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.
	2. The Authority shall not be bound to award the Contract to the Tenderer with the lowest price structure.
	3. The Authority reserves to itself the right in its absolute discretion:
		1. to award the Contract to the Tenderer who submits the most advantageous tender in accordance with the criteria set out in Appendix One; or
		2. not to award the Contract.
	4. 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.
1. Acceptance Of Tender
	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 12.1 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.
	2. The successful Tenderer will be required to commence the provision of the Services on or around 18 March 2024 (or such other date to be advised) being the Commencement Date.
2. The Contract
	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.
	2. The successful Tenderer will be required to execute the Contract promptly and shall not commence the provision of the Works nor be entitled to any remuneration whatsoever until it has done so unless otherwise expressly agreed at its discretion by the Authority.
	3. The successful Tenderer shall be liable for any loss or damage incurred by the Authority if the Works cannot commence on the Commencement Date because of the successful Tenderer’s failure to execute the Contract properly.
3. Confidentiality And Ownership Of Documents
	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.
	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.
	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.
4. Sub‑Contracting
	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:
		1. the proposed part of the Works 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
		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.
	2. Tenderers should also refer to the Conditions of Contract as they relate to sub-contracting.
5. Freedom of Information Act 2000
	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.
	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.
	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.
	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.
	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 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.
	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.
6. Tenderer's Warranties
	1. In submitting a Tender, the Tenderer warrants, represents and undertakes to the Authority that:
		1. it has not done any of the acts or matters referred to in paragraph 8 above and has complied in all respects with these Instructions to Tenderers.
		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.
		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 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.
		4. it has full power and authority to enter the Contract and carry out the Works and will if requested produce evidence of such to the Authority.
		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
		6. it has and has decided 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.
7. Announcements
	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.

APPENDIX A: TENDER EVALUATION AND AWARD CRITERIA

The Authority will award the Contract to the most 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. 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 Works as detailed within the Scope of Works and Specification. |
| Minimum Standards | * Satisfaction of the Authority’s Minimum Standard for Economic and Financial Standing (see below)
* Insurance levels; Public liability; Employer's liability; Professional liability; Guarantees, etc
* Experience and technical capacity;
* other standards to be agreed, if relevant.
 |

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

* 1. 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.
	2. 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.*

* 1. Candidates can demonstrate that they satisfy this minimum standard by meeting or exceeding the Turnover Threshold in the terms identified below and meeting or exceeding the Ratio Thresholds in the Financial Risk Assessment below.
	2. 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 / CreditSafe Score**

* 1. The Candidate must have a mean average turnover in the past two years more than £600,000 (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 £300,000.
	2. The candidate must have a minimum CreditSafe score of 35.
	3. 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.
	4. Candidates are directed to the information in paragraph 1.9 below regarding who must 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)).
	5. 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. 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. 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 to carry out the tests above.

**Financial Risk Assessment**

* 1. Based on reports and accounts obtained through CreditSafe or, if unavailable from that source, from information provided by the Candidate in their ITT Response, the Authority will verify whether the Candidate meets the four Ratio Tests set out in the ITT: **(Not Applicable)**
	2. 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. 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. 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.
	2. 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 [EFS Additional] question in the Economic and Financial Standing section of the ITT.
	3. 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.

**MINIMUM CRITERIA QUESTIONS (Technical Ability)**

* 1. The works are being procured through an open procurement process and the minimum standards for bidders are detailed below. These questions are included as pass/fail questions in the technical ability section of the Qualification Envelope on cEs:

1. Bidders must be accredited with the Gas Safe.

1. All electrical work is to be carried out by suitably qualified electricians fully conversant with the current IET Wiring Regulations and who are members of an appropriate recognised regulatory body / Competent Person Scheme (CPS) (i.e., NICEIC / NAPIT) and who are subject to regular rigorous assessments to confirm competency.
2. The requirements for (1) and (2) can be met through accreditations from the Bidder or their supply chain. Where they are through a Supply Chain, full details must be provided.

1. Bidders must be able to demonstrate completion of similar contracts (minimum of 3) over the last 2 years. Details to be provided: Client, Location, Scope of Works, Approximate Value.

1. Bidders must be able to demonstrate completion of similar contracts (minimum of 3) in occupied properties for Housing Providers over the last 2 years. Details to be provided: Client, Location, Scope of Works, Approximate Value.

A statement and details shall be provided for (1) to (5) above with the tender submission. If this information is not provided, then the tender will not be considered and classified as a “Fail” in terms of meeting of minimum standards.

1. Stage 2 – QUALITY AWARD CRITERIA (Technical Envelope in capitalEsourcing)
	1. Quality: 60% (Tier 1)
	2. Quality will be assessed based on 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 have a sub-weighting (Tier 2) to ensure its relative importance is reflected in the overall scores.
	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.
	4. Tenderers should note that a Tender must score 3 or above for each of the criteria otherwise it may be rejected.
	5. Groups are referred to paragraph 4.6 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.
	6. Tenderers should strictly conform to the word limits for the Quality questions.

**Table 2: Zero to 5 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(fail)  | 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(pass) | 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(pass) | The submission is robust and well documented. The Authority is confidentthat 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(pass) | 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 – (Technical Envelope)**

**The following questions will be scored using the scoring mechanism set out in Table 1 above.**

|  |  |  |
| --- | --- | --- |
| **Question No** | **Question** | **Weighting (60%)** |
| **1 - Compliance** | Considering you have had the opportunity to visit site, adequate time to review the document’s, please confirm the following. a) The pricing schedule has been filled out in full, with exact amounts. no provisional sums will be excepted, other than those already applied to the form. b) You have allowed for the works in full, all attendances, equipment, and materials. As this is a design and build contract. c) You have submitted an outline programme with your tender, which covers both the Pre-Construction (Design Development, Drawings, etc.) and the Construction Phases. The Program shall clearly identify the main activities and in particular key input requirements from the Client’s Engineer in terms of approvals, etc. (include attachment). d) You understand that the surveys and design will require a lot of resource up front to allow installation to start through late winter, spring, and summer months. **(500 words)** | **15% of 60%** |
| **2 – Project Management** | Please confirm how you intend to execute the contract from start to finish, please ensure your answer includes the following. Company structure and organogram, demonstration and write up of how the contract will be managed from the outset, site set up, through to design, installation and practical completion, also showing a histogram of how this will be achieved. Include CVs of all individuals that will be used on the project, including all qualifications. Include Case studies of similar projects you have worked on and how the project was delivered. Demonstrate your organisations procurement and change control procedures. Demonstrate your organisations safety culture. Demonstrate what contractors you will be using and how they will be managed. Demonstrate how your company has employed Resident Liaison Officers (RLO’s) in the past and how they execute their duties. **(3000 words)** | **15% of 60%** |
| **3 – Methodology for the works** | Provide a detailed Method Statement on how the works would be implemented with regards to water quality of the heating system when changing over and refurbishing the boiler room identify key processes that will be used to allow correct design and problem free installation Include specific input requirements from the Client and/or Engineer, together with main sub-contractor activity.**(1,000 words).** | **10% of 60%** |
| **4 - Programme** | Please provide details of how you would sequence the project and demonstrate your methodology for the installation, please ensure you answer includes the following.   What procedures you will carry out prior to the project starting to ensure the tenants services are restored to better operation or the same? Methodology and sequence start to finish, including downtime 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)** | **20% of 60%** |
| **5 – Management and Health and Safety** | Identify the outline scope of the Construction Phase Plan. Identify key areas of risks in relation to the Design and Construction Phases and include proposals in terms of how these risks can be mitigated. Identify potential risks for the project which covers and identifies potential risks associated with Program, Quality, Commercial matters, and Health & Safety. Against the key risks identified, identify actions required (and by whom) to mitigate the risks.**(1,000 words)** | **15% of 60%** |
| **6 – Reaction to breakdown** | Please detail how you would react in the event of a breakdown or a catastrophic failure from start to finish and demonstrate the full procedure you will implement on the project, your answer should include, but is not limited to. You understand your role and obligations with the maintenance service provider. Contact details and process. Reaction time in minutes, in normal time and out of hours, Christmas, bank holidays and weekends. Timescales for temporary plant if required I.e., generators and boilers/fuel. The Supplier of temporary plant. How your RLO will execute the duties during this event. How you will ensure each individual dwelling has heating and hot water during the breakdown. How you will ensure fuel poverty doesn’t present itself to our resident’s, due to the temporary heating and hot water required.**(3000 words)** | **15% of 60%** |
| **7 – Social Value** | 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 social benefits you intend to deliver with this contract.Please complete the Social Value Matrix (Appendix F7) in accordance with the Instructions Document (Appendix F6). Please also provide specific examples of where you have provided equivalent benefits for your clients and a proposal on how you intend to deliver this in line with this contract. (Please upload as separate attachments).**(1000 words)** | **10% of 60%** |

* 1. Following any clarifications, and when all evaluators have completed their scoring remotely on the portal, the moderation of the Technical Envelope will be performed by the RBKC Housing Management Procurement Manager resulting in a consensus of the scores provided by the evaluators for each question.
	2. If, during the evaluation process a Tender is scored 2 or less for a response to any of the award criteria the Tender may not be further considered.
	3. For those Tenders which score 3 or above for all responses to the award criteria the evaluation will proceed.
	4. 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 60% will then be applied.
	5. If, during the evaluation process, there are issues that arise which require clarification, RBKC may at its absolute discretion request that bidders attend a virtual interview via Microsoft Teams / Skype or other means available to address. Any questions to be asked at the interview will be circulated to the bidders prior to the meeting. The interviews are for clarification only and will not be scored, however, previous scores achieved may or may not be moderated up or down depending on the outcome of the clarification request.
1. STAGE 3 – PRICE (COMMERCIAL ENVELOPE IN CAPITALESOURCING) 40%
	1. The commercial envelope has one section (Total cost). This will be evaluated on its own merit, the weighting for this section is as follows.
* Total Tender Sum – 40%
	1. The Tender with the lowest sum will automatically score the full weighting for the section. 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÷B) x 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., 40%

X = the score for Price

* 1. Based on a notional figure of £60,000 for the lowest Tender price for contract sum and using the formula set out in paragraph 3.2 above the Commercial Envelope score for price would be as set out below and then weighted by 40% and awarded as follows:

|  |  |  |
| --- | --- | --- |
| **TENDERER** | **PRICE** | **SCORE WEIGHTED BY 40% FOR AWARD** |
| 1 | £60,000 (A) | 40.0% |
| 2 | £70,000 (B) | 34.3% |
| 3 | £80,000 (B) | 30.0% |
| 4 | £90,000 (B) | 26.7% |

1. COMPILATION OF PERCENTAGES AWARDED FOR QUALITY AND PRICE
	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 advantageous Tender i.e., the Tender with the highest total percentage awarded.