REQUEST FOR QUOTATION (RFQ)

FOR

ESTATE & ENVIRONMENTAL SERVICES – SWINBROOK ESTATE – GREENING B - Soft LANDSCAPING.

RBKC-HM REF: RBKC-HM/2021/020

Deadline for RFQ submission: 12.00 noon on Friday the 30 July 2021

**CONTENTS**

Section Page

1 Covering letter 3

2 Scope of Works/Services 5

3 RBKC-HM Profile 7

4 Procurement process 8

5 Award criteria 8

1. Specification 13

1. Terms for Submission of Electronic

Tenders 15

**APPENDIX 1 – Form of Tender / Bona Fide Quotation / Freedom of Information**

**APPENDIX 2 – Provision, content and use of Tender Documents**

**APPENDIX 3 – Conditions of contract**

**APPENDIX 4 – Specification (separate document)**

**APPENDIX 5 – Pricing document (separate document)**

**APPENDIX 6a – Location map (separate document)**

**APPENDIX 6b – Plant Specification details (separate document)**

**APPENDIX 7 – RBKC amendments to JCT Minor Works Form of Contract (separate document)**

**APPENDIX 8 – RBKC Information Sharing Agreement (GDPR – separate document)**

**APPENDIX 9 – RBKC Preliminaries (separate document)**

**APPENDIX 10 – RBKC Fire Policy and Procedures (separate document)**

**APPENDIX 11 – RBKC Site Operating Procedure (separate document)**

**SECTION 1 Covering letter**

**9 July 2021**

Dear Sir/Madam

Invitation to Tender Ref: **RBKC-HM/2021/020**

**Scope of Service: Swinbrook Estate – Greening B - Soft Landscaping**

The Royal Borough of Kensington and Chelsea-Housing Management (‘RBKC-HM’) is pleased to invite you to submit a Quotation for the above-named works. You have access to the capitalEsourcing e-tendering portal for downloading the documents **“Swinbrook Estate – Greening B - Soft Landscaping”** and all associated Appendices.

The documents comprise this RFQ letter, rules of competitive tendering and the RFQ documents. These documents set out the information, which is required in order to assess the suitability of applicants in terms of their quality assurance and bid price submitted. The preferred bidder will be required to deliver the works in accordance with all attached documents. Please read all documents carefully as errors may disqualify your submission.

Please submit all questions concerning this document or the tendering process via the messaging facility on the capitalEsourcing (‘cEs’) portal by no later than 12 noon on Monday the **23 July 2021**.

If it is necessary to amend the RFQ documents prior to the deadline for the submission of bid proposals, or to extend the tender period, all applicants will be notified by email via the cEs portal.

The use of capitalEsourcing will ensure the safe and efficient transfer of tender documentation sent on behalf of the Client to the Contractor and by the Contractor back to the Client. Automatic access will be granted on completion of registration to the cEs portal. To access the portal for the downloading of the RFQ documentation and use of the Q & A facility you must login and access – RFQ’s at the following address: -

[www.capitalesourcing.com](http://www.capitalesourcing.com)

The Council reserves the right not to contract or contract only in part with any bidder.

Bidders:

* shall either destroy or return all documentation related to the tender process if the Council so directs.
* shall ensure that tenders are both technically and arithmetically correct. Should the Council discover any arithmetical errors in the Applicant’s tender prices, the Bidder will be asked to withdraw their bid or hold the prices submitted, at the discretion of the Council.
* shall not alter the RFQ documents. Tender proposals will be deemed to comply entirely with the terms stated therein unless the Bidder states otherwise in writing. If any alteration is made or if these instructions are not fully complied with, the tender proposal may be rejected.
* will be deemed to have satisfied themselves as to the sufficiency of their tender proposal and to have included all costs that may be incurred or implied in the delivery of the works. They shall also be responsible for satisfying themselves as to the accuracy of all information associated with the contract and that all eventualities have been included.
* shall submit their bid in the English language.
* shall submit their bid in monetary amounts in Pounds Sterling.

The contract will be entered into based on the total tender package (exclusive of VAT) which will be included as part of the Contract Documents including any amounts or additional made and agreed during the tender proposal assessment period.

The information supplied within this RFQ and accompanying documents reflects the Council’s expected current view of the services required. Whilst the information in this RFQ has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. This RFQ is issued on the basis that:

* the Council does not accept any liability, responsibility or duty of care to any tenderer for the adequacy, accuracy or completeness of this RFQ or for anything said or done in relation to the procurement to which this RFQ relates;
* the Council does not make any (express or implied) representation or warranty either about the information contained in this RFQ or on which it is based, or about any written or oral information that may be made available to any applicant;
* nothing contained in this RFQ constitutes an inducement or incentive in any way to persuade an interested person to pursue its interest, submit a tender proposal or enter into any contract;
* neither this RFQ nor any information supplied by the Council should be relied on as a promise or representation as to its future requirements;
* this RFQ is neither an offer capable of acceptance nor is it intended to create a binding contract nor is it capable of creating such a contract by any subsequent actions.

Applicants should complete the Tenderer Declaration Forms **(APPENDIX 1)** and the Pricing Document **(APPENDIX 5)** and return with the completed proposal, as per the instructions set out in this RFQ, prior to the tender return deadline of **12 noon on Friday 30 July 2021**.

**SECTION 2 – Scope of Works/Services**

**2.1 The Project**

Name: Swinbrook Estate.

Nature: Greening Project B – Soft Landscaping.

Location: Acklam Rd, London W10 5YU

**2.2 Employer**

The Royal Borough of Kensington and Chelsea Housing Management (RBKC-HM), 292a The Network Hub, Kensal Road, North Kensington, London W10 5BE.

**2.3 Contract Administrator**

(herein referred to as the ‘CA’):

The Royal Borough of Kensington and Chelsea Housing Management (RBKC-HM), 292a The Network Hub, Kensal Road, North Kensington, London W10 5BE.

**2.4 Planning Supervisor**

N/A

**2.5 Quantity Surveyor**

N/A

**2.6 Clerk of Works**

N/A

**2.7 Other consultants**

N/A

**2.8 Description of work**

To supply labour, plant, materials and temporary materials to carry out the Soft Landscaping works to the external communal areas of the Swinbrook Estate at Acklam Road, North Kensington, London W10 5YU.

**2.9 Phasing/relation to previous works**

N/A

**2.10 List of Drawings**

Appendix 6a and 6b – separate documents.

**2.11 The Pre-Tender Health and Safety Plan**

The Pre-Tender Health and Safety plan is to be issued separately, if applicable.

**2.12 The site and existing buildings**

The site is located at Acklam Road in North Kensington, London.

**2.13 Risks to Health & Safety**

The nature and condition of the site cannot be fully ascertained before it is opened up. The Contractor must ascertain for themselves any information they may require ensuring the safety of all persons and the Works.

**2.14 Construction Design Management regulations 2015 (CDM)**

* The Contractor should determine if the Works are notifiable under CDM regulations by assessing if the project will; take longer than 30 working days (being any day during which work takes place) or require more than 500 person days of work.
* Where works are not notifiable under CDM regulations as section, 6.9 of this specification can be discounted.

**2.15 Site Visits**

* Site visits may be arranged if required, for access requirements to the block(s) please contact us via the messaging facility on capitalEsourcing and we will arrange access with either the Project Officer or Caretaker. However please be aware that at this current time social distancing must be observed if attending sites. Please always remember to keep at least 2m apart from others, and observing all other requirements as stipulated by the Government in relation to face coverings and PPE.

**2.16 Planning and Listed Building consent**

* Where necessary, Planning and Listed Building consent will have been obtained on behalf of the employer prior to the tender period.
* If relevant permissions have not yet been obtained the contractor will be notified by the CA prior to the tender period, separately.

**2.17 Building Control – ‘Full Plans’**

Where a ‘full-plans’ application has been made to LABC, the notice of conditional approval will be supplied with this specification. The Contractor should include the relevant inspection charge as part of their tender sum.

**2.18 Building Control – ‘Building Notice’**

Where notice of conditional approval is not enclosed, the Contractor will submit notice to LABC 48 hours prior to the commencement of works on site and will include the relevant building notice charge as part of their tender sum.

**SECTION 3 – RBKC-HM Profile**

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.

The Royal Borough of Kensington and Chelsea Housing Management (RBKC-HM) is the Housing Management Department of a Contracting Authority.

RBKC-HM manages some 9,500 properties on behalf of the Council, of which approximately three quarters are tenanted, and a quarter are leasehold dwellings.

The Royal Borough of Kensington and Chelsea has a Direct Labour Department (Housing Repairs) to deliver a repairs service to the Council.

**SECTION 4 – Procurement Process**

**4.1 Procurement Stages**

This is a procurement exercise conducted in accordance with the **RFQ** commonly used in public sector procurement.

During this stage, we may wish to conduct site visits or make enquires to your reference’s sites identified in order to moderate the score given in Section 5. The Council will advise Tenderers of such requests during the tender process.

**SECTION 5 – Award Criteria**

**5.1 Award Criteria**

The contract will be awarded on the following weighted award criteria:

|  |  |  |
| --- | --- | --- |
|  | **Award Criteria** | **Weighting** |
| **5.1.1** | **Written Statement - Previous Experience / Examples of previous Contracts**  Please submit a minimum of two examples of previous contracts that are similar to this Project.  Submissions, which do not, in the opinion of the Council, adequately meet the requirements of this Project with regard to previous experience, will be excluded from the Technical and Price Criteria outlined below and will not be taken forward to any subsequent stages of the Tender evaluation. | **PASS/FAIL** |
| **5.1.2** | **Commercial - Price Assessment** | **40%** |
| **5.1.3** | **Technical - Quality Assessment** | **60%** |
|  | **TOTAL** | **100%** |

The **Technical** criteria consists of the following sub-criteria:

|  |  |  |
| --- | --- | --- |
| **5.2.3.1** | **Please identify the potential issues around working within a constrained site where neighbours are children and residents in close proximity, and how you would mitigate them? Please show examples of this as well as how you would approach. Please answer with emphasis on site specifics and with current concerns.**  **Guidance –** *RBKC require an understanding of how you propose to manage the Project and would like to see a detailed response covering all the above points.*  **Maximum 1500 words** | **20% of 60%** |
| **5.2.3.2** | **Please outline how you propose to manage site logistics i.e. welfare facilities, deliveries, parking, residents and other business access etc. with minimal disruption to neighbours. Please show examples of this as well as how you would approach. Please answer with emphasis on site specifics.**  **Guidance –** *RBKC require an understanding of how you propose to manage the Project and would like to see a detailed response covering all the above points.*  **Maximum 1500 words** | **20% of 60%** |
| **5.2.3.3** | **Please identify the potential Health and Safety issues specific to this particular project and how you propose to mitigate them. Please show examples of this as well as how you would approach. Describe how you will monitor and report against on-site H&S related activities and incidents should they arise, making reference to the health and safety plan and how you will develop the plan with and for the client.**  **Guidance –** *Please provide full details.*  **Maximum 1000 words** | **20% of 60%** |
| **5.2.3.4** | **This project is very conscious of its environmental impact so please outline the environmental and sustainability principles that should be taken into consideration prior to commencing and during the works to avoid or minimise any negative impact on the environment. Please show examples of this as well as how you would approach. Please answer with emphasis on site specifics.**  **Guidance -** *RBKC require an understanding of how you propose to manage the Project and would like to see a detailed response covering all the above points.*  **Maximum 1500 words** | **15% of 60%** |
| **5.2.3.5** | **This project is strongly supported by residents and involves resident volunteers and members of the Residents Association. Please provide examples of previous collaborative works with residents and how you integrated residents’ volunteers into the project and site works. Please show examples of this as well as how you would approach.**  **Guidance –** *Please provide full details.*  **Maximum 1000 words** | **15% of 60%** |
| **5.2.3.6** | **Please provide a minimum of 2 examples of projects that you have undertaken in the past akin to this project and possible examples of Ground Covering Plants, Seasonal Planting, Bog Planting and trees. Please show examples of this type of work as well as how you would approach.**  **Guidance –** *Please provide full details.*  **Maximum 1000 words** | **10% of 60%** |

Technical scores for each Quality Assessment Area from the Tender stage will then be added together to give a total **technical score out of** **60%.**

* 1. **Supplier Evaluation**

The Bid submissions will be evaluated using the criteria listed below in **5.2.1, 5.2.2 and 5.2.3.** The criteria will count for 100% of the overall evaluation with the relevant weightings listed next to each individual criterion stated below.

Evaluation criteria will be a combination of both financial and non-financial factors and will consider the following areas:

**5.2.1 Written statement to include the following requirements (Pass / Fail)**

* + - 1. **Previous work examples**

Provide clear photographs for all examples. Each example should include a site address, project completion date, can it be viewed from of a publicly accessible location, and if not, who can be contacted to arrange a viewing of the project.

* + - 1. **Client references**

Ideally, written statements supported by up to date contract details for the referee. Contact names and details are acceptable but are less preferable.

Contractors are required to submit a statement explaining why they understand that they are suitable for the work required.

**5.2.2 Commercial Envelope (Price) (40% of total marks)**

**The Price criteria carries a weighting of 40%** of the overall achievable score.

All bids are to be scored by reference to the lowest bid, which will be given a score of 100% of 40%. Bids will be calculated by deviation from the lowest bid in accordance with the following formula:

40 x (a / b) = score

**Where -**

**a =** price of lowest Bidder

**b =** price of tender being evaluated

5.2.2.1 Prices submitted as part of this RFQ must remain open for acceptance for a **minimum of 90 days** from the closing date for the receipt of offers.

5.2.2.2 Prices must be **exclusive** of **VAT**.

5.2.2.3 Prices must be **fixed** for the duration of the contract.

5.2.2.4 Bidders must demonstrate how their proposals represent overall value for money.

5.2.2.5 Bidders are expected to provide a breakdown of price as outlined within the Pricing Document (Appendix 5).

**5.2.3 Technical Envelope (Quality) (60% of total marks)**

**The Quality criteria carries a weighting of 60%** of the overall achievable score and are broken down into the following areas and respective weightings.

5.2.3.1 Please identify the potential issues around working within a constrained site where neighbours are children and residents in close proximity, and how you would mitigate them? Please show examples of this as well as how you would approach. Please answer with emphasis on site specifics and with current concerns.

**Guidance** – *RBKC require an understanding of how you propose to manage the Project and would like to see a detailed response covering all the above points.*

**Maximum 1500 words (20% of 60%)**

5.2.3.2 Please outline how you propose to manage site logistics i.e. welfare facilities, deliveries, parking, residents and other business access etc. with minimal disruption to neighbours. Please show examples of this as well as how you would approach. Please answer with emphasis on site specifics.

**Guidance** – *RBKC require an understanding of how you propose to manage the Project and would like to see a detailed response covering all the above points.*

**Maximum 1500 words (20% of 60%)**

5.2.3.3 Please identify the potential Health and Safety issues specific to this particular project and how you propose to mitigate them. Please show examples of this as well as how you would approach. Describe how you will monitor and report against on-site H&S related activities and incidents should they arise, making reference to the health and safety plan and how you will develop the plan with and for the client.

**Guidance** – *Please provide full details.*

**Maximum 1000 words (20% of 60%)**

5.2.3.4 This project is very conscious of its environmental impact so please outline the environmental and sustainability principles that should be taken into consideration prior to commencing and during the works to avoid or minimise any negative impact on the environment. Please show examples of this as well as how you would approach. Please answer with emphasis on site specifics.

**Guidance** - *RBKC require an understanding of how you propose to manage the Project and would like to see a detailed response covering all the above points.*

**Maximum 1500 words (15% of 60%)**

5.2.3.5 This project is strongly supported by residents and involves resident volunteers and members of the Residents Association. Please provide examples of previous collaborative works with residents and how you integrated residents’ volunteers into the project and site works. Please show examples of this as well as how you would approach.

**Guidance** – *Please provide full details*.

**Maximum 1000 words (15% of 60%)**

5.2.3.6 Please provide a minimum of 2 examples of projects that you have undertaken in the past akin to this project and possible examples of Ground Covering Plants, Seasonal Planting, Bog Planting and trees. Please show examples of this type of work as well as how you would approach.

**Guidance** – *Please provide full details.*

**Maximum 1000 words (10% of 60%)**

**5.2.4.1 Completed required documents**

Required documents as listed in 6.2 should be completed thoroughly and clearly. (In the event that NO bids are received with fully completed documents, they may still be evaluated).

The information supplied will be checked for completeness and compliance before bids are evaluated. Failure to comply with any of the requirements or any other specified requirements might render a bid liable to disqualification.

The Council reserves the right to suspend, cancel or withdraw the tender process at any time and will not be responsible for any costs that may be incurred by potential suppliers.

**NOTE: If any criteria within the specification document are considered as non-compliant, the Council will not be able to take your tender through to the next stage. If, however you state that you are non-compliant and can provide an alternative solution, then this may be considered but there will be no guarantee of acceptance.**

**Scoring Principles**

**Table 1** - Submitted bids will be assessed against the above criteria and scored using the following point system principles:

|  |  |  |
| --- | --- | --- |
| **Score** | **Description** | **Definition** |
| 0%  (Fail) | Unacceptable | No response or response completely fails to address all of the Council’s requirements. |
| 10%  (Fail) | Unsatisfactory | Very limited or vague response, which fails to address key areas or meet key Council’s requirements, or the response received contains a large number of weaknesses or omissions in a majority of aspects. |
| 20%  (Fail) | Very Weak | 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 serious concerns. |
| 30% | Weak | 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 areas for concern. |
| 40% | Poor | 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. |
| 50% | Acceptable | The response addresses a majority of key Council requirements and is generally satisfactory but does not demonstrate any clear strength. |
| 60% | Satisfactory | The response is generally good in all material respects but does contain some minor weaknesses or omissions. However, the proposal does contain a clear strength. |
| 70% | Good | 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. |
| 80% | 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. |
| 90% | 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. |
| 100% | Exceptional | Exemplar response in all material respects. The response also demonstrates significant strengths and has no weaknesses or omissions. |

* 1. **Evaluation Process**

Each Quality bid will be evaluated by a minimum of 3 Evaluators in accordance with the evaluation process stated above. The Procurement Manager of RBKC Housing Management with check the Evaluators scores and comments for compliance. The capitalEsourcing portal will then produce a final average score for each response providing a total score for the Quality submission of each bidder.

Clarifications must be submitted via the messaging facility on the capitalEsourcing portal prior to the deadline of 12 noon on Friday the 23 July 2021.

Full or partial bids that in the opinion of the Council are unrealistically low or not reasonably sustainable (in terms of Technical or Price) will need further guarantee that the full scope of services have been included.

The weighted scores within each sub-criterion will be added together to arrive at the total final score.

**SECTION 6 – SPECIFICATION**

**6.1 Project Plan**

All suppliers must look at the associated specification and location map shown in Appendix 6a and 6b respectively and be able to deliver all mandatory requirements**.**

**6.2 Required documents**

The following documents are required with the bid and must be received by the Council no later than the date and time specified in the covering letter:

* Completed Form of Tender, giving the total price (excluding vat) for the works, Certificate of Non-Collusion and Freedom of Information Forms **(APPENDIX 1)**
* Completed pricing document **(APPENDIX 5)**
* Project program
* Health and safety statement
* Health and safety plan (if applicable under CDM)

|  |
| --- |
| **6.3 Quantities in the specification**  Where and to the extent the quantities are included in the Specification, they have been prepared in accordance with SMM7 only where and to the extent stated. Where not so stated, the items, descriptions and measurements:  (a) Must not be relied upon as being compliant with SMM7.  (b) Must be priced taking account of the information given elsewhere in the bid documents, including for all associated and ancillary work shown or clearly apparent as being necessary for the complete and proper execution of the work. |
| **6.4 Specification without quantities**  Where and to the extent that quantities are not included in the Specification, Bidders must include for all work shown or described in the RFQ documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Works. |
| **6.5 Pricing of specification**  Alterations and qualifications to the Specification must not be made without the written consent of the CA. Tenders containing unauthorised alterations or qualifications may be rejected. Costs relating to specific items in the Specification, which are not priced, will be deemed to have been included elsewhere in the tender. |
| **6.6 Errors in the priced specification**  Errors in the priced specification will be dealt with in accordance with the ‘Code of Procedure for Single Stage Selective Tendering 1996’, Alternative 1 (correction of the tender price is not permitted).   |  | | --- | |  | |
| **6.7 Programme**  The Contractor's proposed programme as specified in Section 1.6 or a summary thereof, showing the sequence and timing of the principal parts of the Works, periods for planning, design and itemisation of any work which is excluded, must be submitted with the tender return. |
| **6.8 General health and safety information**  A statement must be submitted with the bid describing the organisation and resources, which the Contractor proposes and undertakes to provide to safeguard the health and safety of operatives, including those of Sub-contractors and of any person, who may be affected by the works. |
| **6.9 An outline construction phase health and safety plan**  An outline construction phase Health and Safety Plan must be submitted at the same time as the Bid and is to include the following:   1. Method statements related to the hazards identified in the Pre-Tender Health and Safety Plan and/or statements on how the hazards will be addressed and other significant hazards identified by the Contractor. 2. Details of the management structure and responsibilities. 3. Arrangements for issuing health and safety directions. 4. Procedures for informing other Contractors and employees of health and safety hazards. 5. Selection procedures for ensuring competency of other Contractors, the self-employed and designers. 6. Procedures for communications between the project team, other Contractors and site operatives. 7. Arrangements for co-operation and co-ordination between Contractors. 8. Procedures for carrying out risk assessment and for managing and controlling the risk. 9. Emergency procedures including fire precautions. 10. Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded. 11. Arrangements for welfare facilities. 12. Procedures for ensuring that all persons on site have received relevant health and safety information and any training. 13. Arrangements for consulting with and taking the views of people on site. 14. Arrangements for preparing site rules and drawing them to the attention of those affected and ensuring their compliance. 15. Monitoring procedure to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements. 16. Review procedures to obtain feedback. |
| **6.10 Subcontractors**  Submit within one week of request a list identifying all know subcontractors and the work for which they will be responsible. |

**SECTION 7 – Terms for Submission of Electronic Tenders**

**7.1 Closing Date & Submission**

The closing date and time for the receipt of submissions and all requested documentation relating to this stage is **12:00** noon on **Friday 30 July 2021.** Late submissions may not be accepted.

Submissions will only be accepted if they are returned via, the Council’s electronic tendering software package capitalEsourcing see address below: -

[www.capitalesourcing.com](http://www.capitalesourcing.com)

* 1. **Proposed Schedule of Events**

The proposed schedule for the procurement process is as follows. The dates indicated, except for the return date are indicative at this stage as the Council reserves the right to extend and / or amend the timetable as necessary. Any major changes will be advised to all bidders.

|  |  |  |
| --- | --- | --- |
| **Activity** | **Start Date** | **Finish Date** |
| Request for Quotation (RFQ) published via the capitalEsourcing portal | **9 July 2021** |  |
| Tenderers must submit questions and comments in relation to tender documents |  | **12 noon on Friday 23 July 2021** |
| The Council responds to questions and comments via the messaging facility on the capitalEsourcing portal to all tenderers |  | **26 July 2021** |
| Deadline for the receipt of Tender Bids |  | **12 noon on Friday 30 July 2021** |
| Evaluation of Bids | **30 July 2021** | **6 August 2021** |
| Preferred and unsuccessful Bidders notified of the result of the evaluation |  | **13 August 2021** |
| Contract signing | **13 August 2021** | **27 August 2021** |
| Contract commencement |  | **8.00am on Tuesday 31 August 2021** |
| Contract Completion (PC) |  | **6.00pm on Friday 22 October 2021** |

**7.3 Confidentiality and Disclaimer**

This RFQ is not an offer capable of acceptance but represents a definition of specific legal service requirements and an invitation to submit a response addressing such requirements.

Neither the issue of the RFQ to you, your preparation and submission of a tender, or the subsequent receipt and evaluation of your tender by the Council commits the Council to award a contract to you or any other bidder, even if all requirements stated in the RFQ are met. The Council is not responsible directly or indirectly for any costs incurred by your Company in responding to this RFQ and participating in the Council’s procurement process.

All Parties shall keep strictly confidential, all information contained in this RFQ, and other information or documents made available to it by or on behalf of the Council in connection with this RFQ. Bidders shall not disclose, nor allow any such information to be disclosed. Submission of a formal response to this RFQ will confirm your agreement to observe these confidentiality requirements.

Contact by all bidders with the Council during the bidding process should only be with the individuals named in the covering letter from the Council dated **9 July 2021**. Respondents shall not offer or give any consideration of any kind to any employee or representative of the Council as an inducement or reward for doing, or refraining from doing, any act in relation to the obtaining or execution of this or any other contract with the Council.

**7.4 Response / Return of Request for Quotation**

Please provide a response to this RFQ by completing the appendices listed below and providing any additional or supporting information, which you consider appropriate. In completing the RFQ, please adhere to the structure contained in this document and include “Not applicable” where appropriate.

It is the Bidders responsibility to contact the capitalEsourcing helpdesk for support should they have any difficulties uploading or accessing the bid documents.

It is **compulsory** to complete and return all the following documents. Failure to do so will mean that the bid may not be considered.

1. **The Tender Declaration documents (APPENDIX 1)**
2. **The fully completed Pricing document (APPENDIX 5)**

**7.5 Questions**

If you have any specific questions concerning this document or the process for submission of your proposal, then please submit through the capitalEsourcing messaging facility. Only questions submitted to this portal will be answered. It would be most helpful if queries could be submitted together rather than piecemeal within the deadline stated in 7.2 of this document.

All responses received and any communication from Bidders will be treated in strict confidence.

* 1. **Material Misrepresentation**

The Council shall reply on the information provided by the bidder in relation to its offer. In providing the services as specified in the RFQ documents, the successful bidder shall comply with the contents of the offer, as failure in this respect may constitute a material breach of contract.

* 1. **Exclusions**

If the Contractor cannot quote for any part(s) of the work as defined in the documents, he must inform the CA as soon as possible, defining the relevant part(s) and stating the reasons for his inability to provide.

* 1. **Acceptance of quotation: The employer and his representatives:**

1. Offer no guarantee that the lowest or any quotation will be recommended for acceptance.
2. Will not be responsible for any cost incurred in the preparation of any quotation.
3. The tender evaluation method shown will be used as a guide and its outcome does not necessarily determine the choice of contractor for the work.
4. The Council may consider; any questions raised during the tender process; past performance of known contractors; other evidence, in making their final selection.
   1. **Period of validity**

Quotations must remain open for consideration (unless previously withdrawn), for no less than 90 days from the date fixed for the submission or lodgement of tenders.

* 1. **Claims**

The Bidder shall have no claim whatsoever against the Council in respect of any statement, act or omission by the Council. In particular (but without limitation), the Council shall not make any payments to the successful Bidder, save as expressly provided for in the Contract and (save to the extent set out in the Contract) no compensation or remuneration shall otherwise be payable by the Council to the Contractor in respect of the Services by reason of the scope of the Services being different from that envisaged by the Bidder or by reason of any of the information within the Documents, this Request for Quotation (or in response to any written enquiries or other information supplied within the course of this bidding process) or otherwise.

* 1. **Freedom of Information**

Bidders should note that in accordance with the obligations placed upon public authorities by the Freedom of Information Act 2000 (“Act”) all information submitted to the Council may be disclosed by the Council in response to a request made pursuant to the Act. In respect of any information submitted by Bidders, which they may consider commercially sensitive, Bidders should:

a) Clearly identify such information as Commercially Sensitive

b) Explain the implications of disclosure of such information; and

c) Detail the envisaged timeframe during which such information will remain commercially sensitive.

If information is identified as commercially sensitive, Bidders should note that the Council has complete discretion in deciding whether it is required to disclose such information in accordance with the Act if a request is received. Receipt of any information marked “confidential” or “commercially sensitive” should not be taken to mean that the Council accepts any duty of confidence by virtue of the marking**.**

* 1. **Collusion**

Any Bid in respect of which the Bidder:

1. has directly or indirectly canvassed any Board Member, official of the Council or any consultant advising the Council or obtained information from any other person who has been contracted to supply goods or provide services or works to the Council, concerning the tendering process or proposed award of this contract or who has directly or indirectly obtained or attempted to obtain information from any such member official or consultant concerning any other Tenderer or Tender; or
2. fixes or adjusts the prices and/or rates shown within or underlying its Form of Tender by or in accordance with any agreement or arrangement with any other person or by reference to any other person’s tender; or
3. communicates to any person or body, other than the Council, the amount or approximate amount of the prices and/or rates shown in its Tender except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Bid or for the purposes of insurance or financing; or
4. enters into any agreement with any other person or body that such other person or body shall refrain from submitting a Form of Tender or shall limit or restrict the prices to be shown or referred to by another Bidder in its submission; or
5. offers to agree to pay to any person or body having direct or indirect connection with this tender process or does pay or give any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done in relation to any other Bidder or any other persons proposed form of tender, any act or omission of the sort or type described above; 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 sub-section (2) of Section 117 of the Local Government Act 1972

shall not be considered for acceptance and shall accordingly be rejected by the Council provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Council or any criminal liability, which such conduct by a Bidder may attract.

**APPENDIX 1 Form of Tender / Certificate of Non-Collusion / FOI Certificate**

**FORM OF TENDER**

**The Royal Borough of Kensington and Chelsea –** **Swinbrook Estate – Greening Project B – Soft Landscaping.**

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

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

For the purpose of the Form of Tender the Bid Price is £……………………… [Insert here the total figure from the Pricing Document].

We:

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

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

|  |
| --- |
|  |

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

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

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

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

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

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

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

**PLEASE UPLOAD THIS COMPLETED FORM INTO THE SPACE PROVIDED IN THE COMMERCIAL ENVELOPE ON THE capitalEsourcing PORTAL**

Please note:

1. If the bidder is a limited company, two Directors or a Director and the Secretary should sign the Form of Tender.
2. If the bidder is a partnership, two Partners should sign the Form of Tender.

**The Royal Borough of Kensington and Chelsea – Swinbrook Estate – Greening Project B – Soft Landscaping.**

**BONA FIDE QUOTATION**

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

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

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

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

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

**PLEASE UPLOAD THIS COMPLETED FORM INTO THE SPACE PROVIDED IN THE COMMERCIAL ENVELOPE ON THE capitalEsourcing PORTAL**

**The Royal Borough of Kensington and Chelsea – Swinbrook Estate – Greening Project B – Soft Landscaping.**

**FREEDOM OF INFORMATION**

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

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

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

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

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

Table 1: Confidential and commercially sensitive information

|  |  |  |
| --- | --- | --- |
| Exemption(s)  Claimed | Information | Minimum  Period of  Exemption |
| Sections  41 and 43 |  |  |
| Sections  41 and 43 |  |  |

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

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

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

\* Delete where not applicable

+ Insert name of representative

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

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

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

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

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

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

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

**PLEASE UPLOAD THIS COMPLETED FORM INTO THE SPACE PROVIDED IN THE COMMERCIAL ENVELOPE ON THE capitalEsourcing PORTAL**

**APPENDIX 2 – Provision, Content and use of Tender Documents**

|  |  |
| --- | --- |
| **1** | **Provision and Content of Documents**  **1.1 Definitions and Interpretations**   * CA: Means the person nominated in the contract as architect or contract administrator or his authorised representative. * In Writing: When required to notify, inform, instruct, agree, confirm, obtain information, obtain approval or obtain instructions, do so in writing. * Approval (and words derived therefrom): Means the approval in writing of the CA, unless specified otherwise. * Products: Means materials (including naturally occurring materials) and goods (including components, equipment and accessories) intended for permanent incorporation in the Works. * Fix only: Means all labour in unloading, handling, storing and fixing in position, including use of all plant. * Remove: Means disconnect, dismantle as necessary and remove the stated element, work or component and all associated accessories, fastenings, supports, linings and bedding materials, and dispose of unwanted materials. * Keep for Re-Use: Means during removal prevent damage to the stated components or materials and clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the Employer, or for use in the Works as instructed. * Replace: Means remove the stated existing components, features and finishes. Provide and fit in-lieu new components, features or finishes, which, unless specified otherwise, must match those that have been removed. Make good as necessary. * Repair: Means carry out local remedial work to components, features and finishes as found in the existing building. Re-secure or re-fix as necessary and leave in a sound and neat condition. It does not include the replacement of components or parts of components, or redecoration. * Make good: Means carry out local remedial work to components, features and finishes disturbed by others, previous work under this contract and leave in a sound and neat condition. It does not include the replacement of components or parts of components. * Ease: Means make minor adjustments to moving parts of the stated component, to achieve good fit in both open and closed positions and ensure free movement in relation to fixed surrounds. Make good as necessary. * To match existing: Means use products, materials and methods to match closely all visual characteristics and features of the existing work, with joints between existing and new work as inconspicuous as possible, all to approval of appearance. |
|  | **1.2 Cross References to The Specification**   * Where a numerical cross reference to a Specification section or clause is given on a drawing or in any other document, the Contractor must verify its accuracy by checking the remainder of the annotation or item description against the terminology used in the referred to section or clause. * Where a numerical cross-reference is not given, the relevant section(s) and clause(s) of the Specification will apply, cross-reference thereto being by means of related terminology. * Where a cross-reference for a particular type of work, feature, material or product is given, relevant specification clause(s) referred to elsewhere and which deal with general matters, ancillary products and workmanship also apply. * The Contractor must, before proceeding, obtain clarification or instructions in relation to any discrepancy or ambiguity discovered. |
|  | **1.3 References to BSI Documents**  BSI references relate to the BSI Standards catalogue current at the date of bidding. |
|  | **1.4 Sizes: Unless otherwise stated**  Products are specified by their coordinating sizes.  Cross section dimensions of timber shown on drawings are nominal sizes before any required planning. |
| **2** | **Documents provided on behalf of Employer** |
|  | **2.1 Additional Copies of Specification and Drawings:**  After execution of the contract, two copies of the Specification and Drawings will be issued to the Contractor in accordance with the contract. Additional copies will be issued on request, if available, but will be charged to the Contractor. |
|  | **2.2 The Specification:**  All sections of the Specification must be read in conjunction with the Preliminaries and contract conditions. |
|  | **2.3 Technical Literature:**  The Contractor is required to keep copies of the following on site, readily accessible for reference by all supervisory personnel:   1. Manufacturers' current literature relating to all products to be used in the Works. 2. BSI Handbook No.3 with all current revision sheets included and superseded sheets removed. 3. Relevant BS Codes of Practice. 4. Those parts of BS8000 ‘Workmanship on Building Sites’ that are invoked in the Specification. |
|  | **2.4 Maintenance Instructions and Guarantees:**  Retain copies delivered with components and equipment (failing which, obtain), register with manufacturer as necessary and handover to CA on or before Practical Completion. |

**APPENDIX 3 – Conditions of Contract**

It is intended that the form of the contract for the supply of these works will be based upon the JCT Minor Works Form of Contract 2016 and will incorporate the following documents:

1. A copy of your tender documentation.

The conditions of the contract are outlined below

|  |  |
| --- | --- |
| **1** | **MANAGEMENT OF THE WORKS** |
| 1.1 | Conduct:  The contractor, his operatives and any subcontractors appointed to the Contractor will always conduct themselves in a worker like manner.  Enquiries from residents, council representatives or the public directed at the contractor, his operatives and any subcontractors appointed to the Contractor should be referred to the Council. |
| 1.2 | Insurances:  Before starting work on site, submit documentary evidence and/or policies and receipts for the insurances required by the Conditions of contract. |
| 1.3 | Insurance claims:  If any event occurs, which may give rise to any claim or proceeding in respect of loss or damage to the works or injury or damage to persons or property arising out of the works, forthwith give notice in writing to the Employer, the CA and the Insurers. Indemnify the Employer against any loss, caused by failure to give such notice. |
| 1.4 | Climatic conditions:  Keep an accurate record of:  Daily maximum and minimum air temperatures (including overnight).  Delays due to adverse weather, including description of the weather, type(s) of work affected, and number of hours lost. |
| 1.5 | Ownership:  Materials arising from the alteration work are to become the property of the Contractor except where otherwise stated. Remove from site as the work proceeds. |
| 1.6 | Programme:  As soon as possible and before starting work on site, prepare in an approved form a master programme for the Works, which must make allowance for all:   1. Design and production information provided by the Contractor/Sub-contractors/Suppliers, including inspection and checking. 2. Planning and mobilisation by the Contractor. 3. Running in, adjustment, commissioning and testing of all engineering services and installations. 4. Work resulting from instructions issued with regard to the expenditure of defined Provisional Sums. 5. Work by or on behalf of the Employer the nature and scope of which, the relationship with preceding and following work and any relevant limitations as defined in the Contract Documents. 6. Where and to the extent that the programme implications for work not so defined are impossible to assess the Contractor should exclude it form his programme and confirm this when submitting the programme. |
| 1.7 | Working hours:  Between the hours of 8:00am to 6:00pm Monday to Friday. No work is to be carried out outside these hours without prior written permission being obtained from the CA. The Employer will not be liable for any extra payments of monies in the event of overtime worked.  Commencement of works:  The works will commence at **8:00am on Tuesday 31 August** **2021** and be fully completed by **6:00pm on Friday 22 October 2021**. |
| **2** | **QUALITY STANDARDS AND CONTROL** |
| 2.1 | Equivalent products:   * Where the Specification permits substitution of a product of different manufacture to that specified and such substitution is desired, before ordering the product notify the CA and when requested submit for verification, documentary evidence that the alternative product is equivalent in respect of material, safety, reliability, functional compatibility with adjacent construction, availability of compatible accessories and appearance where relevant. Submit certified English translations of any foreign language documents. * Any proposal for use of an alternative product must also include proposals for substitution of compatible accessory products and variation of details as necessary, with evidence of equivalent durability, function and appearance of the construction as a whole. After approval and before ordering products, provide revised drawings, specification and manufacturer's guarantees as required by CA. |
| 2.2 | Work at or After Completion:   * Make good all damage consequent upon the work. Remove all temporary markings, coverings and protective wrappings unless otherwise instructed. Clean the works thoroughly inside and out including all accessible ducts and voids, remove all splashes, deposits, efflorescence, rubbish and surplus materials consequent upon the execution of the work. * Cleaning materials and methods to be as recommended by the manufacturers of products, and to be such that there is no damage or disfigurement to other materials or construction. * Obtain dated COSHH data sheets for all materials used for cleaning and ensure they are only used as the manufacturer’s recommendations. * Touch up minor faults in newly painted/repainted work, carefully matching colour, and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions. * Adjust, ease and lubricate moving parts of new work as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls. |
| 2.3 | Making good defects:  Arrange with the CA and give reasonable notice of the precise dates for access requirements to the various parts of the works for purposes of making good defects. Inform CA when remedial works to the various parts of the works are completed. |
| **3** | **SECURITY, SAFETY, PROTECTION AND FACILITIES** |
| 3.1 | The pre-tender health and safety plan  The pre-tender Health & Safety Plan is integral with the Preliminaries and Specification, whilst good management and good site practices should control Commonplace hazards, not listed. |
| 3.2 | The construction phase health and safety plan:  The construction phase Health & Safety Plan, developed from the Outline Construction Phase Health and Safety Plan, should be submitted to the CA not less than two weeks before the proposed start date for construction work. Do not start construction work until the Employer has confirmed in writing that in his view the Construction Phase Health and Safety Plan includes the procedures and arrangements required by the CDM Regulations. |
| 3.3 | HSE Approved Codes of Practice:  Comply with the following:   1. Management of Health and Safety at work. 2. Managing Construction for Health and Safety. |
| 3.4 | Security:  Adequately safeguard the site, the Works, products, materials, plant, and any existing buildings affected by the works from damage and theft. Take all reasonable precautions to prevent unauthorised access to the site, the Works and adjoining properly. |
| 3.5 | Stability:  Accept responsibility for the stability and structural integrity of the works during the contract, support as necessary and prevent overloading. |
| 3.6 | Occupied premises:  The premises will be occupied during the contract.  carry out the works without undue inconvenience and nuisance and without danger to occupants and users.  If it transpires that compliance with this clause requires certain operations to be executed during overtime, and such overtime is not required for any other reason, the extra cost will be paid to the Contractor, assuming such overtime is authorised by the CA in advance. |
| 3.7 | Employers representatives site visits:  Inform the CA in advance of all safety provisions and procedures, which will require the compliance of the Employer or his representatives when visiting the site. Provide protective clothing and/or equipment for the Employer and his representatives as appropriate. |
| 3.8 | Protect against the following:  **Noise:**   * Comply generally with BS5228. * Fit all compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles. * Do not use pneumatic drills and other noisy appliances without consent of the CA. * Do not use or permit employees to use radios or other audio equipment in ways or at times, which may cause nuisance; and to cease use of the same if requested by the CA.   **Pollution:**   * Take all reasonable precautions to prevent pollution of the site, the Works and the general environment including streams and waterways * If pollution occurs, inform the appropriate Authorities and the CA immediately and provide them with all relevant information.   **Nuisance:**   * Take all necessary precautions to prevent nuisance from smoke, dust, rubbish, vermin and other causes.   **Fire:**   * Take all necessary precautions to prevent personal injury, death and/or damage to the works or other property from fire. Comply with the ‘Joint Code of Practice Fire Prevention on Construction Sites 1992’, published by the Building Employers Confederation, the Loss Prevention Council and the National Contractors Group.   **Moisture:**   * Prevent the work from becoming wet or damp where this may cause damage. Dry out the works thoroughly. * Control the drying out and humidity of the works and the application of heat to prevent blistering and failure of adhesion, damage due to trapped moisture and excessive movement. |
| 3.9 | Infected timber:  Where instructed to remove timber affected by fungal/insect attack from the building, do so in a way, which will minimise the risk of infecting other parts of the building and to the satisfaction of the CA. |
| 3.10 | Waste:   * Remove rubbish, debris, surplus material, spoil regularly, and keep the site and Works clean and tidy. * Remove all rubbish, dirt and residues from voids and cavities in the construction before closing-in. * Ensure that non-hazardous material is disposed of at a tip approved by a Waste Regulation Authority. * Remove all surplus hazardous materials and their containers regularly for disposal off site, in a safe and competent manner as approved by a Waste Regulation Authority and in accordance with relevant regulations. * Retain waste transfer documentation on site. |
| 3.11 | Use or disposal of materials:  Any materials arising from the works shall unless otherwise described, become the property of the Contractor, who is to allow credit for them in his prices. |
| 3.12 | Protect the Following:    **Work in all sections:**   * Adequately protect all types of work and all parts of the Works, including work carried out by others, throughout the contract. * Wherever work is of an especially vulnerable nature, or exposed to, abnormal risks provide special protection to ensure that damage does not occur.   **Roads and footpaths:**   * Adequately maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris. * Any damage to roads and footpaths caused by site traffic or otherwise consequent upon the works must be made good to the satisfaction of the Local Authority or other owner. * The Contractor will bear any costs arising.   **Trees/hedges/shrubs/lawns:**   * Adequately protect and preserve, except those, which are to be removed. Replace or treat to approval, as instructed by the CA, any species or areas that have been damaged, or removed without approval. * The Contractor will bear any costs arising.   **Existing features:**   * Prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other site features, which are to remain in position during the execution of the Works. * Replace or repair to approval, as instructed by the CA, any area/item that have been damaged, or removed without approval. * The Contractor will bear any costs arising.   **Existing work:**   * Prevent damage to existing property undergoing alteration or extension and make good to match existing any defects so caused. * Remove existing work the minimum necessary and with care to reduce the amount of making good to a minimum.   **Building interiors:**   * Protect building interiors exposed to weather during the course of alteration work with temporary enclosures of sufficient size to permit execution of the work within a suitable environment during severe weather conditions. * Replace or repair to approval, as instructed by the CA, any areas that have been damaged in any way, or removed without approval. * The Contractor will bear any costs arising.   **Existing furniture, fittings and equipment:**   * Prevent damage to any furniture, fittings or equipment left in the existing property. * Move as necessary to enable the Works to be executed, cover and protect as necessary and replace in original positions.   **Adjoining property:**   * Prevent trespass of work people. * Take all reasonable precautions to prevent damage to adjoining property. * Obtain permission as necessary from the owners if requiring erecting scaffolding on or otherwise using adjoining property and paying all charges. * Remove and make good on completion or when directed. * The Contractor will bear the cost of repairing any damage arising from execution of the works.   **Existing structures:**   * Provide and maintain during the execution of the works, all incidental shoring, needling and other supports as may be necessary to preserve the stability of existing structures on the site or adjoining that may be endangered or affected by the works. * Support existing structure as necessary during cutting of new openings or replacement of structural parts. * Do not remove supports until new work is sufficiently strong enough to support the existing structure. Prevent over stressing of completed work when removing supports. |
| 3.13 | Protection of scaffolding:   * Ensure that unauthorised access to scaffolding is prevented at all times, particularly outside working hours. Ensure that projections at ground floor level, adjacent to permanent access to the building, are kept to a minimum and are adequately protected. In areas generally used by the public or tenants, the bottom two metres shall be painted white, and the scaffolding shall be adequately permanently lit. * Take reasonable practical steps to prevent unauthorised access to scaffolding including the following: * Adequately guard to protect any small children who may gain access onto scaffolding. * Erection of safety notices warning unauthorised people to keep off. * Restrictors to windows, which give access to the scaffolding. * Notices to resident’s windows to warn against access to scaffolding. * Letters to residents advising of hazards in advance of scaffolding erection. * Inform local police of the presence of the scaffolding and request an increase of their presence in the area. |
| **4** | **ACCESS, FACILITIES, TEMPORARY WORK AND SERVICES:** |
| 4.1 | Parking and Access:  Any costs incurred regarding parking will be the responsibility of the contractor unless previously agreed with the Client. If agreed, vehicle parking permits and any key fobs or pass codes necessary to gain vehicle or pedestrian access to the site will be issued and will be granted for a reasonable number of vehicles, dependent on the CA’s assessment of the size of the works, and on the basis that the following details are supplied to the Council two weeks in advance. Vehicle registration number and driver’s name. |
| 4.2 | Site Compound or enclosure:  Where a site compound or enclosure is available, it will be identified on the drawings.  It should be adequately separated from any public or private estate spaces by temporary fencing or hoardings and a Health and Safety sign should be clearly displayed. |
| 4.3 | Maintenance of temporary works:  The contractor should maintain, alter, adapt and move temporary works and services as necessary. Remove when no longer required and make good. |
| 4.4 | Sanitary accommodation:  Provide and maintain in a clean condition sanitary accommodation for the Employer’s representatives, either separate or shared with the Contractor’s supervisory staff. |
| 4.5 | Name boards/advertisements:  Contractor’s/Sub-contractors’ name boards will be permitted in approved position(s) and form, subject to any required consents. Advertisements will not be permitted. |
| 4.6 | Water:  Contractor to arrange his own supply of water for the works, unless a supply is available and noted on the drawings. |
| 4.7 | Electricity  Contractor to arrange his own supply of electricity for the works, unless a supply is available and noted on the drawings. |
| 4.8 | Meter readings:  Where charges for service supplies need to be apportioned, ensure that the relevant authority at possession and/or completion as appropriate takes meter readings. Ensure that copies of readings are supplied to interested parties. |

**APPENDIX 4 – Specification**

**Separate documents**

**APPENDIX 5 – Pricing document**

**Separate document**

**APPENDIX 6a – Location map**

**Separate document**

**APPENDIX 6b – Plant Specification details**

**Separate document**

**APPENDIX 7 – RBKC amendments to JCT Minor Works Form of Contract**

**Separate document**

**APPENDIX 8 – RBKC Information Sharing Agreement.**

**Separate document**

**APPENDIX 9 – RBKC Preliminaries**

**Separate document**

**APPENDIX 10 – RBKC Fire Policy and Procedures**

**Separate document**

**APPENDIX 11 – RBKC Site Operating Procedure**

**Separate document**

**TENDER RETURN CHECKLIST**

++The following documents are required to complete the tender return:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1 | Written statement / Client references | Refer to section of Tender  5.2.1 | | Tick |
| 2 | Is the project notifiable under CDM regulations? | 2.14 | Yes  No | |
| 3 | Health and safety statement  (This may be omitted for projects notifiable under CDM regulations where all the required information is covered within the Outline Construction Phase Health and Safety Plan) | 6.8 | |  |
| 4 | Outline construction phase health and safety plan  (Only required if project is notifiable under CDM regulations) | 6.9 | |  |
| 5 | Construction Programme | 6.7 | |  |
| 6 | Completed pricing document | APPENDIX 5 | |  |
| 7 | Signed Forms of Tender / Non-Collusion / FOI | APPENDIX 1 | |  |
| 8 | This checklist |  | |  |