



INVITATION TO TENDER

**Residential Property Lettings Management Agent
RBGKEW/186**

(This document is for information)

SECTION ONE: INSTRUCTIONS TO TENDERERS

1. Introduction

You are hereby invited by Royal Botanic Gardens, Kew (the “Authority”) to submit a Tender to meet the Authority requirements for a Residential Property Lettings Management Agent.

These instructions are designed to ensure that all Agents are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified.

Agents should read these instructions carefully before completing their Proposal documentation. Failure to comply with these requirements for completion and submission of the response may result in the rejection of the bid. Agents are advised to acquaint themselves fully with the extent and nature of the requirements and their associated contractual obligations.

These instructions constitute the full conditions of the Proposal process and participation automatically signals that the Agent accepts these conditions.

Please submit clarifications through the eProcurement System, Bravo if you have any doubt as to what is required or will have difficulty in providing the information requested.

The ITT comprises the following documents:

Part 1: Invitation to tender	For Information
Part 2: Goods & Services Std Pche Conds v1 live April 2013	For Information
Part 3: Statement of Requirements	For Information
Part 4: Contractor’s Code of Practice	For Information
Part 5: Proposal Response Document	For Completion

All material issued in connection with this ITT (the “Information”) shall remain the property of the Authority and shall be used only for the purpose of this procurement exercise. All Information shall be either returned to the Authority or securely destroyed by the Agent (at the Authority’s option) at the conclusion of the procurement exercise.

The Agent shall ensure that each and every sub-contractor and adviser abides by the terms of these instructions.

The Agent shall not make contact with any other employee, agent or consultant of the Authority who are in any way connected with this procurement exercise during the period of this procurement exercise, unless otherwise instructed by the Authority.

The Authority shall not be committed to any course of action as a result of:

- issuing this Invitation to Submit a Proposal;
- an invitation to submit any response in respect of this procurement exercise;
- communicating with an Agent or an Agent’s representatives or agents in respect of this procurement exercise; or

- any other communication between the Authority (whether directly or by its agents or representatives) and any other party.

Agents shall accept and acknowledge that by issuing this ITT the Authority shall not be bound to accept any Proposal and reserves the right not to conclude a contract for some or all of the requirements for which Proposals are invited.

The Authority reserves the right to amend, add to or withdraw all or any part of this ITT at any time during the procurement exercise at no cost to the Authority.

2. Confidentiality

Subject to the exceptions referred to below, the contents of this ITT are being made available by the Authority on condition that:

- Agents shall at all times treat the contents of the ITT and the Information as confidential, save in so far as they are already in the public domain;
- Agents shall not disclose, copy, reproduce, distribute or pass any of the Information provided to any other person at any time or allow any of these things to happen;
- Agents shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a bid; and
- Agents shall not undertake any publicity activity within any section of the media.

Agents may disclose, distribute or pass any of the Information to the Agent's advisers, subcontractors or to another person provided that either:

- This is done for the sole purpose of enabling a Proposal to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Agent; or
- The Agent obtains the prior written consent of the Authority in relation to such disclosure, distribution or passing of Information; or
- The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any contract arising from it; or
- The Agent is legally required to make such a disclosure.

In the paragraph above in this Section 2 the definition of 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.

The Authority may disclose detailed information relating to Proposals to its officers, employees, agents or advisers and the Authority may make any of the contract documents available for private inspection by its officers, employees, agents or advisers.

The Authority also reserves the right to disseminate information that is materially relevant to the procurement to all Agents, even if the information has only been requested by one Agent, subject to the duty to protect each Agent's commercial confidentiality in relation to its Proposal (unless there is a requirement for disclosure under the Freedom of Information Act (FoIA), as explained below).

3. Freedom of Information

In accordance with the obligations and duties placed upon public authorities by the FoIA, the Authority may, acting in accordance with the Secretary of State's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the said Act, or the Environmental Information Regulations (EIR) be required to disclose information submitted by the Agent to the Authority.

In respect of any information submitted by an Agent that it considers to be commercially sensitive the Agent should:

- Clearly identify such information as commercially sensitive;
- Explain the potential implications of disclosure of such information; and
- Provide an estimate of the period of time during which the Agent believes that such information will remain commercially sensitive.

Where an Agent identifies material as commercially sensitive, the Authority will endeavour to maintain confidentiality. Agents should note, however, that, even where information is identified as commercially sensitive, the Authority may be required to disclose such information in accordance with the FoIA or the EIR. In particular, the Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Authority cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.

Where an Agent receives a request for information under the FoIA or the EIR during the procurement process, this should be immediately passed on to the Authority and the Agent should not attempt to answer the request without first consulting with the Authority.

4. Transparency

Agents should note that the Government has set out the need for greater transparency in public sector procurement.

Agents submitting a response should be aware that if they are awarded a Contract, the resulting Contract between the Agent and the Authority will be published on the Contracts Finder website. In some circumstances, limited redactions will be made to some contracts before they are published in order to comply with existing law and for the protection of national security.

5. Contract

The contract will be awarded in March 2016 and will expire in March 2018 – we may extend or terminate the contract.

The contract terms and conditions are detailed in Part 2: Contract Terms and Conditions.

6. Proposal Validity

Your proposal should remain open for acceptance for a period of 120 days from the deadline date for Agent responses. A Proposal valid for a shorter period may be rejected by the Authority.

7. Timescales

Set out below is the proposed procurement timetable. This is intended as a guide and whilst the Authority does not intend to depart from the timetable it reserves the right to do so at any stage.

Activity	Description	Date
Brief published	The tender will be advertised on Contracts Finder and available through email – procurement@kew.org	19/01/16
Site Visit	Invitation to visit Kew	25/01/16
Supplier questions	Agents submit clarification questions to RBG Kew	27/01/16
Closing date for proposals		01/02/16
Supplier selection	RBG submits clarification to Agents	w/c 08/02/16
	Evaluation	w/c 08/02/16
Approval	Contract Award	01/03/16
Commencement	Tenants in place	01/04/16

8. Preparation of Proposals

Agents must obtain at their own responsibility and expense, all information necessary for the preparation of Proposals. Agents are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Proposal and all other stages of the selection and evaluation process. Under no circumstances will the Authority, or any of their advisers, be liable for any costs or expenses borne by Agents, sub-contractors, Agents or advisers in this process.

The Authority relies on Agents' own analysis and review of information provided. Consequently, Agents are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Proposals and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.

Agents must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding the requirements and their Proposals, without reliance upon any opinion or other information provided by the Authority or their advisers and representatives. Agents should notify the Authority promptly of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents and/or any other information issued to them during the procurement process.

9. Tender Response Documents

The Services required are fully described in the Part 3: Statement of Requirements.

10. Proposal Submission

The Authority may at its own absolute discretion extend the closing date and the time for receipt of Proposals specified above. Any extension granted by the authority will apply to all Agents.

You must submit your Proposal via email no later **than 01/02/16**. Proposals may be submitted at any time before the closing date. Proposals received before this deadline will be retained unopened until the closing date.

You should not include in the Proposal any extraneous information which has not been specifically requested.

The Proposal and any documents accompanying it must be in the English language.

Any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided.

11. Canvassing

Any Agent who directly or indirectly canvasses any officer, member, employee, or agent of the Authority or its members concerning the establishment of the contract or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent concerning any other Agent, the Proposal or proposed Proposal will be disqualified.

12. Disclaimers

Whilst the material in this ITT has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.

Neither the Authority nor their advisors, their respective directors, officers, members, partners, employees, other staff or agents makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the Information; or accepts any responsibility for the information contained in the Information or for their fairness, accuracy or completeness of that Information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such Information or any subsequent communication.

Any persons considering making a decision to enter into contractual relationships with the Authority following receipt of the ITT should make their own investigations and their own independent assessment of the Authority and its requirements and should seek their own professional financial and legal advice.

For the avoidance of doubt the provision of clarification or further information in relation to the ITT or any other associated documents is only authorised to be provided following a query made in accordance with the provisions of this ITT.

Any contract concluded as a result of this ITT shall be governed by English law.

13. Collusive behaviour

Any Agent who:

- fixes or adjusts the amount of its Proposal by or in accordance with any agreement or arrangement with any other party; or

- communicates to any party other than the Authority the amount or approximate amount of its proposed Proposal or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Proposal or insurance or any necessary security); or
- enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender; or
- enters into any agreement or arrangement with any other party as to the amount of any Proposal submitted; or
- offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Proposal or proposed Tender, any act or omission, shall (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by an Agent may attract) be disqualified.

13. Acceptance and Admission

The Agent undertakes that in the event of the Proposal being accepted by the Authority and the Authority confirming in writing such acceptance to the Agent, the Agent will within 30 days of being called upon to do so by the Authority execute the contract in the form set out in this ITT or in such amended form as may subsequently be agreed.

14. Clarification

All requests for clarification about the requirements or the process of this procurement exercise shall be made in accordance with these Instructions. The Authority will endeavour to answer all questions with two working days, but cannot guarantee a minimum response time. Agents should ensure that any clarifications are submitted to the Authority no later than **27/01/16** to enable a response and, subsequent consideration by Agents, before the prescribed deadline date. All clarification requests should be submitted [via](mailto:procurement@kew.org) email procurement@kew.org

In order to ensure equality of treatment of Agents, the Authority intends to publish the questions and clarifications raised by Agents together with the Authority's responses (but not the source of the questions) to all participants. Agents should indicate if a query is of a commercially sensitive nature and where disclosure of such query and the answer would, or would be likely to, prejudice its commercial interests.

If the Authority at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Agents would potentially benefit from seeing both the query and Authority's response, the Authority will either invite the Agent submitting the query to either declassify the query and allow the query along with the Authority's response to be circulated to all Agents; or request the Agent, if it still considers the query to be of a commercially confidential nature, to withdraw the query.

The Authority reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

15. Late Proposals

Any Proposal received at the designated point after the prescribed deadline may be rejected unless the Agent can provide irrefutable evidence that the Proposal was capable of being received by the due date and time.

16. Withdrawal

Agents may withdraw their Proposal at any time prior to the Deadline or any other time prior to accepting the offer of a Contract. The notice to withdraw the Proposal must be in writing and sent via email to procurement@kew.org.

17. Right to Reject / Disqualify

The Authority reserves the right to reject or disqualify an Agent where:

- the Agent fails to comply fully with the requirements of this ITT or is guilty of a serious misrepresentation in supplying any information requested in this ITT document; or
- the Agent is guilty of serious misrepresentation in relation to its Tender; expression of interest; and/or the Proposal process;

18. Right to Cancel, Clarify or Vary the Process

The Authority reserves the right to:

- amend the terms and conditions of the procurement process,
- cancel the evaluation process at any stage; and/or
- require the Agent to clarify its Proposal in writing and/or provide additional information. (Failure to respond adequately may result in the Agent not being selected).

19. Evaluation

Tenders will be scored in accordance with the weighted evaluation criteria set out the table below:

EVALUATION CRITERIA		
Qualification criteria		
Please provide evidence that you are a member of the National Approved Letting Scheme, or one of the professional bodies that support it. These are:-	<ul style="list-style-type: none"> The Association of Residential Letting Agents (ARLA) The Royal Institution of Chartered Surveyors (RICS) The National Association of Estate Agents (NAEA). 	Pass/ fail
Please confirm that you have, or will have in place at the commencement of the	<ul style="list-style-type: none"> Public liability insurance of £10m for each and every occurrence or series of occurrences arising out of any one occurrence. Professional Indemnity insurance of £10m for each and every occurrence or series of occurrences arising out of any one occurrence. 	Pass/ fail
Technical Criteria – 60% of the overall score		
Criteria	Evidence	Score
Experience	Please provide details of relevant experience of managing properties of a similar type to those described within the Kew, or a comparable, area.	8
Letting	Describe the process that your organisation would go through in order to let the properties including any specific checks that would be undertaken prior to letting.	8
	Describe the type of tenants you are likely to let to and your rationale behind this.	4
Disputes	Provide information on your policies and procedures for dealing with disputes with tenants.	4
	Describe your approach for dealing with anti-social behaviour by a tenant	4
	Describe your expected standards in regards to gas and electrical safety as well as other health and safety requirements	4
Property Management	Where the tenant will be obligated to reimburse RBG Kew for the cost of repairs. How would you ensure that your obligations in regards to repairs are met?	6
	Describe how you would ensure that the property was managed and monitored on a day to day basis.	6
Financial arrangements	Describe the financial model and arrangement you would propose to put in place to meet the requirements of any eventual lease agreement and provide the RBG Kew with its relevant rental payment. Please specifically state whether this will be in advance or in arrears.	6
	Describe how you would manage loss of income through voids and the void rate you would expect to see.	4
	How you will ensure that the property is maintained at and returned in the condition it was received in.	4
	How would you propose to manage the costs associated with Council Tax and utilities during occupied and void periods	2
Commercial Criteria – 40% of the overall score		
Criteria	Evidence	Score
Fees	Please indicate which of the services set out in the Statement of Requirements is included in your management fee and which incur an additional charge: <ul style="list-style-type: none"> Please provide the Letting, Renewal, Rent Receipt & Management fee expressed as % of rent. Additional applicable fees 	40

Scoring Mechanism

The evaluation criteria shall be scored in accordance with the model above.

The evaluation process may feature some, if not all, the following phases:

Phase 1 – Compliance Checks

- (a) **Receipt and Opening** - Responses will be formally logged upon receipt in accordance with the Authority's procurement procedures. Any ITT Response that is received after the deadline may be rejected and not considered for evaluation.
- (b) **Compliance Check** - The Authority will check that the contents of the proposal comply with the requirements set out in this ITT. Any proposal that fails to comply with those requirements may be considered non-compliant and will not be taken through the evaluation process.

Phase 2 –Evaluation of Responses

- (a) **Technical criteria** - proposals will be evaluated against the weighted evaluation criteria, using the scoring mechanism described.
- (b) **Commercial criteria** – proposed management fees

Phase 3 – Final Clarifications

RBG, Kew reserves the right to potentially hold post Proposal clarification meetings which are to be advised accordingly.

Phase 4 – Evaluation Report and Recommendation

The evaluation panel will complete their evaluation and recommend the successful suppliers. Subject to Kew's internal approvals process, suppliers will then be notified.

20. Award Notification

The Authority will notify the successful Agent(s) of their admission to the contract in writing. All Agents will be informed of the Authority decision in writing in relation to contract award as soon as possible after on conclusion of the evaluation process.