



Foreign & Commonwealth Office

Date: 19 October 2016

CPG/1420/2016 – AUDIO VISUAL EQUIPMENT UPGRADE PROJECT FOR BRITISH EMBASSY TOKYO

You are invited to submit a tender to the Secretary of State for Foreign & Commonwealth Affairs as represented by the **British Embassy in Tokyo**, hereinafter referred to as the “Authority”, for the provision of Audio Visual equipment upgrade in accordance with the following attachments:

- Attachment 1: Cover Letter & Instructions on Tendering Procedures;
- Attachment 2: Information Required from Tenderers & Evaluation Criteria;
- Attachment 3: Proposed Contract Documents;
- Attachment 4: Conditions of Contract;
- Attachment 5: Schedule of Prices & Rates;
- Attachment 6: Statement of Service Requirements;
- Attachment 7: Certificate of Bona Fide Tendering;
- Attachment 8: Declaration by Tenderer;

Please read the instructions on the tendering procedures carefully as failure to comply may invalidate your Tender. All Tender documentation will be published, and all substantive communication between the Authority and bidders will be conducted via the FCO’s eProcurement Portal BRAVOSolution. URL is <https://fco.bravosolution.co.uk/> (requires registration), then navigate to **Project _1036 / ITT _1429**.

Your Tender must be submitted electronically through the BRAVOSolution eProcurement Portal by **16:00 (Tokyo time) on Monday, 14th of November 2016**. Tenders not submitted via the BRAVO portal will not be considered.

Sincerely,

Regional Procurement Hub – Asia Pacific
Foreign Commonwealth Office

ATTACHMENT 1 – COVER LETTER & INSTRUCTIONS ON TENDERING PROCEDURES

ABOUT THESE INSTRUCTIONS

1. These instructions are designed to ensure all tenders are given equal and fair consideration. It is important you provide all information in the format specified. All questions or requests for clarification should be submitted via the messaging system within the Bravo Solution portal.
2. Please note that references to the "Authority" throughout these documents means the Secretary of State for Foreign & Commonwealth Affairs as represented by the **British Embassy in Tokyo**.

TIMETABLE AND ADMINISTRATION ARRANGEMENTS

3. Indicative timetable for the award of a contract is as follows:

Site Visit	02 November 2016
Deadline of Receipt of Clarification Questions	08 November 2016
Deadline for Receipt of Tenders	14 November 2016
Completion of evaluation of tenders and notification of Contract Award decision	21 November 2016
Contract Signing	24 November 2016

4. The above timetable is indicative and the Authority reserves the right to vary it.
5. Tenderers should be aware the Authority may circulate responses to questions raised by Tenderers to all Tenderers subject to considerations of commercial confidentiality. When submitting questions, Tenderers should indicate, with reasons, whether all or part of the question is commercially confidential.

CONDITIONS APPLYING TO THIS TENDER

Background to the Requirement

1. The full requirement is set out in Attachment 6 – Statement of Service Requirements.

Completion Date

1. Audio and Video Equipment should be up and running by February 2017.

Alterations and Qualification

2. No alteration shall be made in the Form of Tender, Contract Conditions, Statement of Service Requirements or other documents.
3. Tenders must be in accordance with the Authority's Instructions to Tenderers (Attachment 1), Conditions of Contract (Attachment 4) and Statement of Service Requirements (Attachment 6), and not qualified in any way. Tenderers must ensure any explanatory or descriptive matter does not constitute a qualification to the Authority requirements and terms and conditions as stated in its Invitation to Tender.

Incomplete Tender

4. Tenders may be rejected if information requested is not provided in the tender submission.

Return and receipt of Tenders

5. **Tenders are to be returned by 16:00 (Tokyo Time) time on Monday, 14th of November 2016 by submitting online via the FCO's e-Procurement portal BRAVOSolution. Tenders not submitted via the BRAVO e-Portal will not be considered.**
6. A Tender comprising responses to questions listed in Attachment 2 "Information from Tenderers & Evaluation Criteria" must be completed in its entirety, signed, and uploaded in accordance with the instructions in the ITT.
7. Tenders can be submitted at any time up to the time and date stated. The Authority is not responsible for non-receipt. Tenders submitted before that date will remain unopened until then. Please ensure your tender is submitted not later than the appointed time. The Authority does not undertake to consider tenders submitted after the deadline. Tenders shall be submitted in English.
8. Bidders are requested not to submit generic corporate or marketing literature.

Acceptance of Tenders

9. By issuing this invitation the Authority is not bound in any way and does not have to accept the lowest or any tender and reserves the right not to award any contract or to accept the whole or any specified part of the tender.

Period for which Tenders shall Remain Valid

10. Tenders shall constitute offers capable of acceptance by the Authority and shall remain valid for 3 months from the closing date for receipt of tenders.

Amendments to the Tender Documents

11. The Authority reserves the right to amend the published tender documents at any time prior to the deadline for receipt. Any such amendment will be numbered, dated and issued through the FCO's e-Procurement portal BRAVOSolution. In the event of amendments, the Authority may at its discretion extend the deadline for receipt of tenders.

Inducements and Collusion

12. Offering an inducement of any kind in relation to obtaining this or any other contract with the Authority will disqualify your tender and may constitute a criminal offence.
13. Attachment 7 constitutes a "Certificate of Bona Fide Tendering". Any breach of the undertakings covered under items 1 – 3 inclusive will invalidate your tender.

Costs and Expenses

14. You will not be entitled to claim from the Authority any costs or expenses which you may incur in preparing your tender, including any site visit, whether or not your tender is successful.

Debriefing

15. Following the award of contract, debriefing will be offered to all Tenderers.

Acquired Rights Directive 2001/23/EC (ARD):

16. It is the Authority's view that Acquired Rights Legislation (implemented in the UK as TUPE 2006) will not apply. If you have a view contrary to that of the Authority on the applicability of ARD legislation, it would be helpful if you would advise, giving reasons, prior to the tender return date. In the event that any transfer resulting from this Invitation to Tender constitutes a transfer of an undertaking under local ARD legislation, those elements of the Contract documents relating to ARD legislation will apply.

Parent Company Guarantee / Bank Guarantee

17. You may be asked to provide a Parent Company Guarantee or a Bank Guarantee, in the format provided at Attachment 4, Appendices F or G respectively.

Compliant Tenders

18. Subject to the submission of a compliant tender, bidders may submit an alternative price or method for delivering the Services which the Authority, at its sole discretion, may or may not pursue.

Confidentiality

19. All information supplied by the Authority to you must be treated in confidence and not disclosed to third parties except insofar as this is necessary to obtain sureties or quotations for the purposes of submitting the tender. All information supplied by you to the Authority will similarly be treated in confidence except:
 - i. That references may be sought from banks, existing or past clients, or other referees submitted by the Tenderers;
 - ii. For the disclosure of such information with regard to the outcome of the procurement process as may be required to be published in the Supplement to the Official Journal of the European Union, in accordance with any UK legal requirements e.g. the Freedom of Information Act 2000 etc, or EC Directives or elsewhere in accordance with the requirements of UK government policy on the disclosure of information relating to contracts.

Compliance with Environmental Requirements

20. You should include details of how you will meet any environmental requirements of this Framework including the statement regarding the Authority's environment policy as set out in Condition 50 of the Conditions of Contract. You should include any major environmental aspects of the Contract and how you propose to minimise adverse effects.
21. Green Claims Code – Tenderers must ensure that any environmental claim is fully in accordance with the Green Claims Code. The Code is available on the Department for Environment, Food and Rural Affairs (DEFRA) website: <http://www.defra.gov.uk/environment/economy/products-consumers/green-claims-labels/>
22. Tenderers must also ensure, where relevant to the Services under this Contract, that it fully complies with the Authority's requirement that all timber and wood-derived products for supply or use in performance of this Contract must be independently verifiable and either from a Legal and Sustainable source; or from a FLEGT-licensed or equivalent source. Further information and guidance on the UK Government timber policy is available on the Central Point for Expertise on Timber (CPET) website: <http://www.cpet.org.uk/uk-government-timber-procurement-policy>.

Freedom of Information

23. The Authority is committed to open government and meeting its legal responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted to the Authority may need to be disclosed by the Authority in response to a request under the Act. We may also decide to include certain information in the publication scheme which we maintain under the Act. If you consider that any information included in your tender is commercially sensitive, please identify it and explain what harm may result from disclosure, and the time period applicable to that sensitivity. You should be aware the, even where you have indicated that information is commercially sensitive, we may be legally required to disclose it under the Act if a request is received. Please also note that receipt of any material marked “confidential” or equivalent by the Authority should not be taken to mean that the Authority accepts any duty of confidence by virtue of that marking. If a request is received, we may also be required to disclose details of unsuccessful tenders. Please list at Question ___ in the Qualification Envelope of the BRAVOSolution Portal.

No Warranty and Disclaimer

24. The Authority and its advisers make no representation or warranty as to the accuracy or completeness of the information set out in this Tender. Tenderers should make their own enquiries and satisfy themselves as to the information set out therein.
25. This document should not be construed as an offer by the Authority capable of acceptance by you.

Sub Contracting Arrangements

26. Where a sub-contracting approach is proposed, all information requested should be given in respect of the prime contractor.
27. Where sub-contractors will play a significant role in the delivery of the services or products under any ensuing contract, please indicate in a separate annex (by inserting the relevant company/organisation name) the composition of the supply chain, indicating which member of the supply chain will be responsible for the elements of the requirement noting that ultimate responsibility will always rest with the Prime Contractor.
28. It is recognised that arrangements in relation to sub-contracting may be subject to future change. However, Potential Suppliers should be aware that where sub-contractors are to play a significant role, any changes to those sub-contracting arrangements may constitute a material change and therefore may affect the ability of the Potential Supplier to proceed with the procurement process or to provide the goods and/or services.

Consortia Arrangements

29. If the Potential Suppliers bidding for a requirement is a consortium, the following information must be provided:
- (i) Full details of the consortium; and
 - (ii) Information sought in this section in respect of each of the consortium's constituent members as part of a single composite response.
31. Potential Suppliers should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium in a separate Annex. If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided in the Annex. However, please note the Authority reserves the right to require a successful consortium to form a single legal entity in accordance with regulation 28 of the Public Contracts Regulations 2006.
32. The Authority recognises that arrangements in relation to consortia may (within limits) be subject to future change. Potential Suppliers should therefore respond in the light of the arrangements as currently envisaged. Potential Suppliers are reminded that any future proposed change in relation to consortia must be notified to the Authority so that it can make a further assessment by applying the selection criteria to the new information provided.