



**INVITATION TO TENDER**

**Cash Management Services**

**Contract Reference: RBGKEW/295**

**Part One: Instructions to Tender**

**(This document is for information)**

## SECTION ONE: INSTRUCTIONS TO TENDERERS

### 1. Introduction

You (“the Bidder”) are hereby invited by Royal Botanic Gardens, Kew (the “Authority”) to submit a Tender to meet the Authority requirements for Cash Management Services. This Invitation to Tender (ITT) is available to all Bidders that express an interest in the ITT via the Defra Bravo Solutions e-tendering portal.

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

Bidders should read these instructions carefully before completing their Tender documentation. Failure to comply with these requirements for completion and submission of the response may result in the rejection of the bid. Bidders 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 Tender process and participation automatically signals that the Bidder 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: Instructions to tender	For Information
Part 2: Specification	For Information
Part 3: Contract Terms & Conditions	Not applicable
Part 4: Contractor’s Code of Practice	For Information
Part 5: Tender Response Document	<b>For Completion</b>

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 Bidder (at the Authority’s option) at the conclusion of the procurement exercise.

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

The Bidder shall not make contact with any other employee, bidder 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 Tender;
- an invitation to submit any response in respect of this procurement exercise;

- communicating with an Bidder or an Bidder's representatives or bidders in respect of this procurement exercise; or
- any other communication between the Authority (whether directly or by its bidders or representatives) and any other party.

Bidders shall accept and acknowledge that by issuing this ITT the Authority shall not be bound to accept any Tender and reserves the right not to conclude a contract for some or all of the requirements for which Tenders 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:

- Bidders 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;
- Bidders 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;
- Bidders 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
- Bidders shall not undertake any publicity activity within any section of the media.

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

- This is done for the sole purpose of enabling a Tender 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 Bidder; or
- The Bidder 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 Bidder 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 Tenders to its officers, employees, bidders or advisers and the Authority may make any of the contract documents available for private inspection by its officers, employees, bidders or advisers.

The Authority also reserves the right to disseminate information that is materially relevant to the procurement to all Bidders, even if the information has only been requested by one Bidder, subject to the

duty to protect each Bidder's commercial confidentiality in relation to its Tender (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 Bidder to the Authority.

In respect of any information submitted by a Bidder that it considers to be commercially sensitive the Bidder 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 Bidder believes that such information will remain commercially sensitive.

Where a Bidder identifies material as commercially sensitive, the Authority will endeavour to maintain confidentiality. Bidders 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 a Bidder 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 Bidder should not attempt to answer the request without first consulting with the Authority.

### ***4. Transparency***

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

Bidders submitting a response should be aware that if they are awarded a Contract, the resulting Contract between the Bidder 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 terms and conditions will be provided by the supplier as part of their tender submission.

### ***6. Tender Validity***

Your tender should remain open for acceptance for a period of 120 days from the deadline date for Bidder responses. A Tender 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.

<b>Action</b>	<b>Date</b>
Invitation to Tender issued	24 <sup>nd</sup> August 2016
Deadline for clarification questions from suppliers	2:00pm on 1 <sup>st</sup> September 2016
Deadline for submission of Tenders	Noon on 23 <sup>rd</sup> September 2016
Tender clarification period	26 <sup>th</sup> - 30 <sup>th</sup> September 2016
Presentations	w/c 20 <sup>th</sup> October 2016
Tender Evaluation concludes	21 <sup>st</sup> October 2016
Contract drafting and signing	tbc
New contract goes live	w/c 9 <sup>th</sup> January 2017

Please ensure that you are available on the scheduled date for presentations should you be invited to attend.

## **8. Preparation of Tenders**

Bidders must obtain at their own responsibility and expense, all information necessary for the preparation of Tenders. Bidders are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender 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 Bidders, sub-contractors, Bidders or advisers in this process.

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

Bidders must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding the requirements and their Tenders, without reliance upon any opinion or other information provided by the Authority or their advisers and representatives. Bidders 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 2: Specification.

Please refer to Appendix A for details of how the tenders will be evaluated. Bidders should address each of the evaluation criteria.

The tender response document included within this ITT (Part 5) must be completed by all bidders.

### **10. Tender Submission**

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

You must submit your Tender via the e-tendering portal **no later than noon on 23<sup>rd</sup> September 2016.** Tenders may be submitted at any time before the closing date. Tenders received before this deadline will be retained unopened until the closing date.

The tender submission will comprise of:

<b>Technical Envelope</b>	Complete and upload to the e-tendering portal Part 5: Tender Response Document
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You should not include in the Tender any extraneous information which has not been specifically requested.

The Tender 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 Bidder who directly or indirectly canvasses any officer, member, employee, or bidder 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 bidder concerning any other Bidder, the Tender or proposed Tender 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 bidders 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 Bidder who:

- fixes or adjusts the amount of its Tender 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 Tender 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 Tender 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 Tender 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 Tender 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 Bidder may attract) be disqualified.

### **13. Acceptance and Admission**

The Bidder undertakes that in the event of the Tender being accepted by the Authority and the Authority confirming in writing such acceptance to the Bidder, the Bidder 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. Bidders should ensure that any clarifications are submitted to the Authority **no later 2:00pm on 1<sup>st</sup> September 2016** to enable a response and, subsequent consideration by Bidders, before the prescribed deadline date. All clarification requests should be submitted via the Bravo eProcurement System

In order to ensure equality of treatment of Bidders, the Authority intends to publish the questions and clarifications raised by Bidders together with the Authority's responses (but not the source of the questions) to all participants. Bidders 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 Bidders would potentially benefit from seeing both the query and Authority's response, the Authority will either invite the Bidder submitting the query to either declassify the query and allow the query along with the Authority's response to be circulated to all Bidders; or request the Bidder, 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 Tenders***

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

### ***16. Withdrawal***

Bidders may withdraw their Tender at any time prior to the Deadline or any other time prior to accepting the offer of a Contract. The notice to withdraw the Tender must be in writing and sent to through Bravo.

### ***17. Right to Reject / Disqualify***

The Authority reserves the right to reject or disqualify a Bidder where:

- the Bidder 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 Bidder is guilty of serious misrepresentation in relation to its Tender; expression of interest; and/or the Tender 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 Bidder to clarify its Tender in writing and/or provide additional information. (Failure to respond adequately may result in the Bidder not being selected).

## 19. Evaluation

Tenders will be scored in accordance with the weighted evaluation criteria set out in Appendix A.

### Scoring Mechanism

The evaluation criteria shall be scored in accordance with the model below:

5	<b>Very Good</b>	Response is completely relevant covering all aspects of the requirement. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full.
4	<b>Good</b>	Response is relevant and good. The response is sufficiently detailed to demonstrate a good understanding and provides details on how the requirements will be fulfilled
3	<b>Satisfactory</b>	Covers the majority of aspects required with only a few minor gaps in the response. Demonstrates a broad understanding of the requirement but lacks details on how the requirement will be fulfilled.
2	<b>Poor</b>	Partially demonstrates ability to meet requirement specified but lacking information or detail on a number of areas.
1	<b>Very poor</b>	Limited evidence of ability to meet requirement with significant gaps in the response and/or serious concerns.
0	<b>Unsatisfactory</b>	Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.

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 tender comply with the requirements set out in this ITT. Any tender 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

##### Technical & Resourcing criteria

Tenders will be evaluated against the weighted evaluation criteria contained within Appendix A, using the scoring mechanism described.

### **Phase 3 – Presentations**

A maximum of the four [4] highest scoring bidders will be invited to give a presentation. The presentation must be focused upon the solely on the contents of the tender submitted, this is not opportunity to introduce additional or extraneous information.

The presentations will take the following form:

- 1) 5 minute introduction by the company
- 2) 15-20 minute explanation of the tender
- 3) 15-20 minutes question/answer time.

The purpose of the Presentations is to test the bidders' familiarity with the specification requirements and to clarify the tender as required.

This bid clarification may then be used to refine the original evaluation marks (to give a single revised score).

The Contract will be awarded to the Bidder who, in the opinion of the Authority at the conclusion of the evaluation, offers the most economically advantageous Tender to the Authority having regard to the selection and evaluation criteria.

### **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.

Contract will be awarded to the Bidder who, in the opinion of the Authority at the conclusion of the evaluation, offers the most economically advantageous Tender to the Authority having regard to the selection and evaluation criteria.

## ***20. Award Notification***

The Authority will notify the successful Bidder(s) of their admission to the contract in writing. All Bidders 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.

## APPENDIX A

Criteria	Criteria Weighting
<p>Please confirm that your institution has a long term credit rating of at least A- or equivalent from Fitch, Moody's or Standard &amp; Poor. Only institutions which satisfy this credit will be considered and their tenders evaluated.</p> <p>[NB: this will be independently checked].</p>	Pass/Fail
<b>Technical Criteria</b>	<b>60%</b>
<p><b><u>Experience</u></b> Case studies and details of two references from similar organisations that we may contact, ideally with recent experience of implementation</p>	10%
<p><b><u>Method Statement</u></b> Please provide a Method Statement which should include:</p> <ul style="list-style-type: none"> <li>• An outline of your recommended solution to meet Kew's cash management requirements.</li> <li>• Details of the Customer support that would be available to Kew; including for internet banking.</li> <li>• Describe the arrangements and service support that would be provided to transition from our current bank and advise any one-off charges that would arise for the transition.</li> <li>• A schedule of the cut-off times that would apply to the different types of transaction</li> </ul>	30%
<p><b><u>System resources</u></b> Please provide a detailed description of the Systems you will apply you this service to include</p> <ul style="list-style-type: none"> <li>• A description of your proposed internet banking platform and any plans for major upgrades or changes in the next three years.</li> <li>• Details of the current systems requirements for the banking platform and any known proposed changes that would affect Kew. Please note any software that would need to be installed on the Kew network.</li> <li>• Details of how new operators may be added to the electronic banking platform, for example would this controlled by Kew or the Bank.</li> </ul> <p>A list and electronic copies of the documentation, including bank mandate, required to operate the proposed solution.</p>	15%
<p><b><u>Value adding proposals</u></b></p> <ul style="list-style-type: none"> <li>• Please set out your recommendations for improvements, for example cost saving initiatives from change in transaction type that we might choose to implement</li> <li>•</li> </ul>	5%
<b>Commercial Criteria</b>	<b>40%</b>
<ul style="list-style-type: none"> <li>• An estimate of the total annual fees to maintain and operate the accounts (using the data provided in section 4 of the Statement of Requirements) with an analysis to include fixed fees and transaction prices.</li> </ul>	15%

Criteria		Criteria Weighting
<ul style="list-style-type: none"> <li>A schedule of charges that would apply to the accounts and potential foreign currency accounts.</li> </ul>		10%
Interest rates for the following balances		15%
£0 - £5m	5%	
£5m - £10m	5%	
£10m+	5%	
<b>NB: Prices must be held for the initial 3 year duration of the contract. To be specifically set out in the agreed contract.</b>		