

Part 1: Instructions To Tender

Contract Reference: RBGKEW986

Wakehurst Mowers 2021

This document is for information

1. INTRODUCTION

You are hereby invited by the Board of Trustees of the Royal Botanic Gardens, Kew (“the Customer”) to submit a tender to meet the Customer’s requirements in accordance with the specification and associated documents as contained within this tender pack.

This document is designed to ensure that all Suppliers are provided with sufficient information to understand and respond to the requirements of the Customer, ensure that a consistent level of information is obtained from each prospective Supplier and provide a structured framework for the subsequent evaluation of each Supplier’s submitted Tenders. It is important therefore that you provide all the information asked for in the format and order specified.

Suppliers should read these instructions carefully before completing the Tender documentation. Failure to comply with these requirements for completion and submission of the Tender response may result in the rejection of the Tender. Suppliers 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 Tender and participation in the Tender process automatically signals that the Supplier accepts the conditions.

The Invitation To Tender (ITT) consists of the following documents:

|  |  |
| --- | --- |
| Standard Selection Questionnaire | For Completion |
| Part 1 - Instructions (this document) | For Information |
| Part 2 - Specification | For Information |
| Part 3 – Selection Questionnaire | **For Completion** |
| Part 4 - Technical response | **For Completion** |
| Part 5 – Commercial Response | **For Completion** |

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

The Supplier shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions.

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

The Customer shall not be committed to any course of action because of:

* issuing the Invitation To Tender;
* an invitation to submit any response in respect of this procurement exercise;
* communicating with a Supplier or a Supplier’s representatives or agents in respect of this procurement exercise; or
* any other communication between the Customer (whether directly or by its agents or representatives) and any other party.

Suppliers shall accept and acknowledge that by issuing this ITT the Customer shall not be bound to accept any Tender and reserves the right not to conclude a contract for some or all the requirements for which Tenders are invited.

The Customer reserves the right to amend, add to or withdraw all, any part of this ITT at any time during the procurement exercise.

1. COMMUNICATIONS

All communications with the Customer, including the submission of Tenders, must be conducted via <https://defra.bravosolution.co.uk/web/login.html>. No hard copy documents will be issued to Suppliers.

Please send a message via the tendering portal if you have any doubt as to what is required or will have difficulty in providing the information requested.

If you are having difficulty accessing the tendering portal please email [procurement@kew.org](mailto:procurement@kew.org) or contact the portal helpdesk by Phone: 0800 069 8630 or Email: [help@bravosolution.co.uk](mailto:help@bravosolution.co.uk)

1. CONFIDENTIALITY

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

* Suppliers shall always treat the contents of the ITT and the Information as confidential, save as far as they are already in the public domain;
* Suppliers 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;
* Suppliers shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender; and
* Suppliers shall not undertake any publicity activity within any section of the media.

Suppliers may disclose, distribute, or pass any of the Information to the Supplier’s advisers, sub-contractors 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 Supplier; or
* The Supplier obtains the prior written consent of the Customer 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 Supplier is legally required to make such a disclosure.

In the paragraphs above the definition of ‘person’ includes but is not limited to any person, firm, body, or association, corporate or incorporate.

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

The Customer also reserves the right to disseminate information that is materially relevant to the procurement to all Suppliers, even if the information has only been requested by one Supplier, subject to the duty to protect each Supplier'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).

1. INFORMATION GOVERNANCE (FREEDOM OF INFORMATION & DATA PROTECTION)

In accordance with the obligations and duties placed upon public authorities by the FoIA, the Customer 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 Supplier to the to the Customer.

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

* Clearly identify such information as commercially sensitive;
* Explain the potential implications of disclosure of such information; and
* provide an estimate of the period during which the Supplier believes that such information will remain commercially sensitive.

Where a Supplier identifies material as commercially sensitive, the Customer will endeavour to maintain confidentiality. Suppliers should note, however, that, even where information is identified as commercially sensitive, the Customer may be required to disclose such information, under its responsibilities as a non-departmental public body and/or in accordance with the FoIA or the EIR. The Customer 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 Customer cannot guarantee that any information marked ‘confidential’ or “commercially sensitive” will not be disclosed.

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

In addition to the FOIA and the EIR, we are also subject to the UK General Data Protection Regulation, the Data Protection Act 2018 and the Privacy & Electronic Communication Regulations 2003. We will process any personal data pursuant to these, and any subsequent and/or superseding, laws. If you are awarded the contract, we will take steps to implement all relevant safeguards under data protection law to ensure the lawful transfer and processing personal data. This includes, but is not limited to, data protection contractual clauses, data protection impact assessments and further data protection due diligence.

Suppliers should familiarise themselves with the ‘Privacy notice for suppliers’, which details the personal data we collect and the purposes for which we use it: <https://www.kew.org/about-us/reports-and-policies/procurement>.

1. CONTRACT

This Invitation to Tender is subject to the Customer’s Terms & Conditions for goods and services supplied to Royal Botanic Gardens, Kew and Kew Enterprises, here: <https://www.kew.org/about-us/reports-and-policies/procurement>.

The Customer requires two different pieces of equipment, and you may submit a tender to supply one or both items:

* Lot 1 – Front Mower with Flail Deck
* Lot 2 – Mower Direct Discharge
* Lot 3 – Pricing only for any discounts offered to supply both items

Each Lot will be evaluated separately Lot 3 will consider any discounts offered for supplying both items.

1. TENDER VALIDITY

Your Tender should remain open for acceptance for a period of 60 days from the deadline date for Supplier’s responses. A Tender valid for a shorter period may be rejected.

1. TIMESCALES

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

|  |  |
| --- | --- |
| **DATE** | **STAGE** |
| 18/11/2021 | ITT advertised |
| 01/12/2021 – 12:00pm | Deadline for questions from Suppliers |
| 07/12/2021 – 9:30am | Deadline for return of tenders |
| 07/12/2021 – 14/12/2021 | Evaluation & Customer clarifications |
| 16/12/2021 | Notification of Contract Award |

1. TRADE IN VEHICLES

As part of this purchase we are offering 2 trade in vehicles (as detailed in Part 2 – Specification). If you would like to visit the site to view these vehicles please contact Russell Croft on 01444 894062 or [r.croft@kew.org](mailto:r.croft@kew.org).

1. PREPARATION OF TENDER

Suppliers must obtain at their own responsibility and expense, all information necessary for the preparation of Tenders. Suppliers 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 Customer, or any of their advisers, be liable for any costs or expenses borne by Suppliers, sub-contractors, Suppliers, or advisers in this process.

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

Suppliers 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 Customer or their advisers and representatives. Suppliers should notify the Customer 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.

1. TENDER SUBMISSION

The Tender must be submitted in the form and at the time specified in this ITT. Failure to do so may render the response non-compliant and it may be rejected.

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

You must submit your Tender via the communications channel identified above no later than the closing date and time specified. Tenders may be submitted at any time before the closing date*.* Tenders received before this deadline will be retained unopened until the opening date.

The tender submission must comprise of the following completed documents.

* Part3 – Selection Questionnaire
* Part 4 – Technical Response
* Part 5 – Commercial Response
* Supporting Evidence where necessary

The Technical response document must not contain any price related material.

The Customer does not accept responsibility for the premature opening or mishandling of Tenders that are not submitted in accordance with these instructions.

Suppliers should not include in the Tender any extraneous information which has not been specifically requested in the ITT including, for example, any sales literature, standard terms of trading etc. The Tender and any documents accompanying it must be in the English Language.

1. CANVASSING

Any Supplier who directly or indirectly canvasses any officer, member, employee, or agent of the Customer 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 Supplier, Tender or proposed Tender will be disqualified.

1. DISCLAIMERS

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

Neither the Customer 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 deciding to enter contractual relationships with the Customer following receipt of the ITT should make their own investigations and their own independent assessment of the Customer 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 (including the contract Schedules) is only authorised to be provided following a query made in accordance with the provisions of this ITT.

Any contract concluded because of this ITT shall be governed by English law.

1. COLLUSIVE BEHAVIOUR

Any Supplier 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 Customer 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 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 Customer and without prejudice to any criminal liability which such conduct by a Supplier may attract) be disqualified.

1. ACCEPTANCE AND ADMISSION

The Supplier undertakes that in the event of the Tender being accepted by the Customer and the Customer confirming in writing such acceptance to the Supplier, the Supplier will upon an agreed date with the Customer execute the contract in the form set out in this ITT or in such amended form as may subsequently be agreed.

The Customer shall be under no obligation to accept the lowest price or any Tender.

1. CLARIFICATION

All requests for clarification about the requirements or the process of this procurement exercise shall be made in accordance with these Instructions.

The Customer will endeavour to answer all questions as quickly as possible but cannot guarantee a minimum response time.

To ensure equality of treatment of Suppliers, the Customer intends to publish the questions and clarifications raised by Suppliers together with the Customer’s responses (but not the source of the questions) to all participants on a regular basis. Suppliers 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 Customer at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Suppliers would potentially benefit from seeing both the query and Customer’s response, the Customer will either invite the Supplier submitting the query to either declassify the query and allow the query along with the Customer’s response to be circulated to all Suppliers; or request the Supplier, if it still considers the query to be of a commercially confidential nature, to withdraw the query.

The Customer 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.

1. LATE TENDERS

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

1. MODIFICATION AND WITHDRAWAL

Suppliers may modify their Tender prior to the deadline. No Tender may be modified after the deadline for receipt.

Suppliers 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 the communications channel identified above.

1. RIGHT TO REJECT / DISQUALIFY

The Customer reserves the right to reject or disqualify a Supplier where:

* the Supplier 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 Supplier is guilty of serious misrepresentation in relation to its Tender; expression of interest; and/or the Tender process;
* there is a change in identity, control, financial standing or other factor impacting on the evaluation process affecting the Supplier.

1. RIGHT TO CANCEL, CLARIFY OR VARY THE PROCESS

The Customer reserves the right to:

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

1. EVALUATION

The evaluation process will be as follows

* 1. Compliance checks

The Customer 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.

* 1. Evaluation of responses

**Stage 1 – Standard Selection Questionnaire**

Mandatory standard government questionnaire covering legality of Supplier.

**Stage 2 – Tender Response**

Tenders will be evaluated against the weighted evaluation criteria using the scoring mechanism below. Only those Suppliers who have achieved a score of 3 (Satisfactory) or above in all criteria will be considered further.

**Lot 1 – Front Mower with Flail Deck**

|  |  |  |
| --- | --- | --- |
| **Ref no.** | **Technical criteria** | **Weighting** |
| 3.1 | Demonstrate how your proposed solution meets the following criteria:  37.4hp 2800 rpm and above  Tier 5 engine compliance latest  fuel tank 55l or more  4 wheel drive  2 speed hydrostat | 25 |
| 3.1 | Demonstrate how your proposed solution meets the following criteria:  1.4m deck flail deck hammer flail or reversible flail  Optimal cutting height for flail deck 3” – 4” | 25 |
| 3.2 | Ease for daily maintenance | 4 |
| 3.3 | First Service (50 hours) | 4 |
| 3.4 | Warranty | 2 |
| **Commercial criteria** | | **Weighting** |
| Total Cost including trade in vehicles | | 40 |
|  | **Total** | **100** |

**Lot 2 – Mower Direct Discharge**

|  |  |  |
| --- | --- | --- |
| **Ref no.** | **Technical criteria** | **Weighting** |
| 4.1 | Demonstrate how your solution meets the following criteria:  Direct centre chute collect | Pass/Fail |
| 4.1 | Demonstrate how your solution meets the following criteria:  Minimum 22hp  long wet grass blade - this can be additional blade to the standard  20l fuel capacity  2 speed hydrostat  Tier 5 engine compliance latest  Hydraulic low or high dump 500l capacity  48-52 inch Cutting width  1-4 inch cut height  15cm clearance for deck in transport mode  Shear bolt on blade to protect gearbox ease of change - desirable | 50 |
| 4.2 | Ease for daily maintenance | 4 |
| 4.3 | First service (50 hours) | 4 |
| 4.4 | Warranty | 2 |
| **Commercial criteria** | | **Weighting** |
| Total Cost including trade in vehicles | | 40 |
|  | **Total** | **100** |

**Lot 3 – Pricing Option for supply of both Lots 1 and 2**

This will be a pricing evaluation only to establish if there is any financial gain to purchasing both items from a single supplier. Technical scores from Lots 1 and 2 will be added to a score for the commercial criteria.

**Scoring Mechanism**

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

|  |  |  |
| --- | --- | --- |
| **5** | **Very Good** | Response is completely relevant and excellent overall. 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** | **Good** | 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** | **Satisfactory** | Response is relevant and acceptable. The response addresses a broad understanding of the requirement but may lack details on how the requirement will be fulfilled in certain areas. |
| **2** | **Poor** | Response is partially relevant but generally poor. The response addresses some elements of the requirement but contains insufficient/limited detail or explanation to demonstrate how the requirement will be fulfilled. |
| **1** | **Very poor** | Response is partially relevant but generally very poor. The response addresses some elements of the requirement but contains insufficient/limited detail or explanation to demonstrate how the requirement will be fulfilled. |
| **0** | **Unsatisfactory** | Nil or inadequate response. Fails to demonstrate an ability to meet the requirement. |

Commercial criteria will be evaluated on a Total Cost basis to ensure that solutions can be compared equally. A Total Cost for each commercial element of the tender will be calculated as follows:

* The lowest price will receive the maximum marks available
* The financial scores of the other Suppliers will be calculated using the following formula:

**Supplier’s Score = (Lowest Price/Supplier’s Price) x available marks**

* 1. Evaluation report and recommendation

The evaluation panel will complete their evaluation and recommend the successful Supplier to proceed to contract award. Subject to the Customer’s internal approvals process, Suppliers will then be notified of the outcome.

The Contract will be awarded to the Supplier who, in the opinion of the Customer at the end of the evaluation, offers the most economically advantageous Tender(s) to the Customer having regard to the selection and award criteria.

1. AWARD NOTIFICATION

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