

Winter Garden plants

Contract Reference: RBGKEW/489

Part 1: Instructions to Tender

**(This document is for information)**

**SECTION ONE: INVITATION TO TENDER**

1. INTRODUCTION

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

These instructions are designed to ensure that all Suppliers are given equal and fair consideration. 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 their bid documentation. Failure to comply with these requirements for completion and submission of the response may result in the rejection of the bid. 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 the bid process and participation automatically signals that the Supplier accepts these conditions.

Please contact procurement@kew.org 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 & Specification | For Information |
| Part 2: Specification | For Information |
| Part 3: Technical Response Document | **For Completion** |
| Part 4: Commercial Response Document | **For Completion** |

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

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

The Supplier shall not contact 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 because of:

* issuing this ITT;
* 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 Authority (whether directly or by its agents or representatives) and any other party.

Suppliers shall accept and acknowledge that by issuing this ITT the Authority shall not be bound to accept any bid and reserves the right not to conclude a contract for some or all the requirements for which bids 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.

1. CONFIDENTIALITY

Subject to the exceptions referred to below, the contents of this ITT are being made available by the Authority 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 bid; 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 bid 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 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 Supplier 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 bids 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 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 bid (unless there is a requirement for disclosure under the Freedom of Information Act (FoIA), as explained below).

1. 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 Supplier to the to the Authority.

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 Authority will endeavour to maintain confidentiality. Suppliers 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. 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 Supplier 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 Supplier should not attempt to answer the request without first consulting with the Authority.

1. TRANSPARENCY

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

Suppliers submitting a response should be aware that if they are awarded a Contract, the resulting Contract between the Supplier and the Authority will be published on the Contracts Finder website <https://www.contractsfinder.service.gov.uk/Search>. In some circumstances, limited redactions will be made to some contracts before they are published to comply with existing law and for the protection of national security.

1. CONTRACT

The terms and conditions which would apply to this contract are detailed here: <https://www.kew.org/about-our-organisation/our-policies/procurement>.

1. TENDER VALIDITY

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

1. 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 point.

|  |  |
| --- | --- |
| **DATE** | **ACTIVITY** |
| w/c 2nd October 2017 | Invitation To Tender published |
| 12pm, Tuesday 17th October 2017 | Deadline for questions from suppliers |
| 12pm, Wednesday 1st November 2017 | Deadline for submission of:  Part 3: Technical Response Document  Part 4: Commercial Response Document |
| 2nd November – 14th November 2017 | Evaluation of responses |
| by 24th November 2017 | Internal approvals |
| w/c 27th November 2017 | Contract award notification |
| w/c 4th December 2017 | Contract commences |
| 18th January 2018 | Delivery of all products to RBG Kew is complete |

1. PREPARATION OF BIDS

Suppliers must obtain at their own responsibility and expense, all information necessary for the preparation of bids. Suppliers are solely responsible for the costs and expenses incurred in preparing and submitting their bid 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 Suppliers, sub-contractors, Suppliers, or advisers in this process.

The Authority 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 bids 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 bids, without reliance upon any opinion or other information provided by the Authority or their advisers and representatives. Suppliers 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.

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 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 Suppliers.

1. BID SUBMISSION

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

You must submit your bid no later than **12pm on Wednesday 1st November 2017**. Bids may be submitted at any time before the closing date*.* Bids received before this deadline will be retained unopened until the closing date.

The technical response must not contain any price related material.

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

Suppliers should not include in their bid 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 must be in the English language.

Price and 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.

Tenders must only be submitted via the e-tendering portal: <https://defra.bravosolution.co.uk/web/login.html>.

1. CANVASSING

Any Supplier 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 Supplier, the bid or proposed bid 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 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 deciding to enter 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 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 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 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 a Supplier may attract) be disqualified.

1. ACCEPTANCE AND ADMISSION

The Supplier undertakes that in the event of the bid being accepted by the Authority and the Authority confirming in writing such acceptance to the Supplier, the Supplier 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.

The Authority shall be under no obligation to accept the lowest price or any bid.

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 Authority will endeavour to answer all questions with two working days, but cannot guarantee a minimum response time. Suppliers should ensure that any clarifications are submitted to the Authority no later than **12pm on Tuesday 17th October 2017** to enable a response and, subsequent consideration by Suppliers, before the prescribed deadline date. All clarification requests should be submitted via the e-tendering portal: <https://defra.bravosolution.co.uk/web/login.html>.

To ensure equality of treatment of Suppliers, the Authority intends to publish the questions and clarifications raised by Suppliers together with the Authority’s responses (but not the source of the questions) to all participants. 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 Authority 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 Authority’s response, the Authority will either invite the Supplier submitting the query to either declassify the query and allow the query along with the Authority’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 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.

1. LATE BIDS

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

1. WITHDRAWAL

Suppliers may withdraw their bid 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 via the e-tendering portal.

1. RIGHT TO REJECT / DISQUALITY

The Authority 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;

1. 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 point; 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 bid evaluation process will be conducted to ensure that bids are evaluated fairly to ascertain the most economically advantageous tender.

Account will also be taken of any factors which may impact on the Contractors suitability that emerge from the tendering process.

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

|  |  |  |
| --- | --- | --- |
| **Requirement reference** | **Criteria** | **Weighting** |
| **1** | **Availability:**  Ability to provide the plants as described in specification. Exact cultivars as per specification are sought wherever possible. Proposed substitutions must be able to deliver comparable colour and tone, height, spread, habit and level of vigour | 15% |
| **2** | **Quality Control:**  Quality control processes put in place by supplier | 10% |
| **3** | **Sustainability:**  Suppliers must be able to demonstrate a serious commitment to protecting the environment in their systems and processes | 10% |
| **4** | **Logistics:**  Suppliers must be able to demonstrate a serious commitment to a precise and programmed delivery schedule aligned with the garden planting programme | 10% |
| **5** | **Pest and pathogen control:**  Suppliers must be able to demonstrate the highest standards of pest and pathogen control, both on their site and with any partners in their supply chain | 15% |
| **6** | **Price (Commercial Response Document):**  Total cost to supply all plants | 40% |
| **Total** | | **100%** |

**Scoring Mechanism**

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

|  |  |  |
| --- | --- | --- |
| **5** | **Very Good** | 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** | **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** | 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** | **Poor** | Partially demonstrates ability to meet requirement specified but lacking information or detail on a number of areas. |
| **1** | **Very poor** | Limited evidence of ability to meet requirement with significant gaps in the response and/or serious concerns. |
| **0** | **Unsatisfactory** | Nil or inadequate response. Fails to demonstrate an ability to meet the requirement. |

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

Tender Score = (Lowest Total Cost/Tender Total Cost) x available marks

The contract will be awarded to the Supplier who, in the opinion of the Authority after the evaluation, offers the most economically advantageous Tender(s) to the Authority having regard to the award criteria.

The lowest price tender achieves the maximum score and all other tenders are reduced by reference to the lowest price. The Contract will be awarded to the Supplier who, in the opinion of the Authority after the evaluation, offers the most economically advantageous Tender(s) to the Authority having regard to the selection and award criteria.

1. AWARD NOTIFICATION

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