

**CONTRACT NO. : PF/3043/2018**

Date: 26th November 2018

**ATTACHMENT 1 – COVER LETTER AND INSTRUCTIONS ON TENDERING PROCEDURES**

**PF/3043/2018 – Mexico Prosperity Fund –Showcasing the Mexican Energy sector in the UK**

You are invited to submit a tender to the Secretary of State for Foreign & Commonwealth Affairs as represented by the **British Embassy in Mexico** hereinafter referred to as the “Authority”, for the provision of **“Showcasing the Mexican Energy Sector in the UK”** in accordance with the following attachments:

**Attachment 1:** Cover Letter & Instructions

**Attachment 2:** Information required from tenderer

**Attachment 3:** Proposed Contract Documents

**Attachment 4**: Statement of Requirements

**Attachment 5:** Schedule of Prices and Rates

Your tender must be submitted via email to [ProsperityFund.Mexico@fco.gov.uk](mailto:ProsperityFund.Mexico@fco.gov.uk) by **23:59 (Mexico time) on the 2nd of January 2019.** Tenders not submitted by this time will not be considered.

**Sincerely,**

**British Embassy in Mexico**

**Foreign & Commonwealth Office**

**ABOUT THESE INSTRUCTIONS**

1. 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 Mexico.**

**TIMETABLE AND ADMINISTRATIVE ARRANGEMENTS**

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

|  |  |  |
| --- | --- | --- |
| **DESCRIPTION** | **DAY** | **DATE** |
| Upload tender to Contracts Finder | **Monday** | 26 November 2018 |
| Last Day to Submit Questions via email | **Monday** | 5 December 2018 |
| Request for Proposal Response Due Date | **Wednesday** | 2 January 2019 |
| Bidders informed of tender outcome | **w/c** | 7 January 2019 |
| Pre-Contract Discussion with & Award of contract to Preferred Supplier and kick off meeting by | **w/c** | 7 January 2019 |
| Commencement of Contract Period | **w/c** | 14 January 2019 |

1. The above timetable is indicative and the Authority reserves the right to vary it.
2. 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**

The tender process will be conducted in line with the principles of fair treatment, transparency and with the aim of identifying the proposal that offers the Most Economically Advantageous Tender (MEAT) from the point of view of the purchasing authority. 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 email to [ProsperityFund.Mexico@fco.gov.uk](mailto:ProsperityFund.Mexico@fco.gov.uk)

**BACKGROUND TO THE REQUIREMENT**

1. The British Embassy in Mexico is seeking to appoint one or more service suppliers for the implementation of the Cross Whitehall Prosperity Fund **Non-ODA** project in Mexico: **Showcasing the Mexican Energy Sector in the UK.** The service supplier will provide the required goods and services necessary for the successful holding of two events in the UK: a Mexico Renewables Showcase, and a Mexico Oil and Gas Renewables Showcase.
2. In line with the above, we look forward to finding a suitable provider to contribute to the Prosperity Fund main purpose: to promote the economic reform and development needed for growth in partner countries, particularly the non-ODA objectives of increasing market access awareness of the opportunities in the Mexican energy sector for UK and international companies.
3. The full requirements are set out in Attachment 4 – Statement of Requirements

**CONTRACT PERIOD**

1. The contract is to be for a period from 14th January 2019 to 31st March 2019 unless terminated or extended by the Authority.

**ALTERATIONS AND QUALIFICATION**

1. No alteration shall be made in the form of tender, contract conditions and statement of requirements or other documents.
2. Tenders must be in accordance with the Authority’s Cover letter and Instructions on Tendering Procedures (Attachment 1), Proposed Contract Documents (Attachment 3) and Statement of Requirements (Attachment 4), 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**

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

**RETURN AND RECEIPT OF TENDERS**

1. Tenders are to be returned by **23:59 (Mexico time) on 2nd January 2019** by submitting via email [ProsperityFund.Mexico@fco.gov.uk](mailto:ProsperityFund.Mexico@fco.gov.uk). Tenders not submitted by this time will not be considered
2. A tender comprising responses to questions listed in Attachment 2 “Information required from tenderers” must be completed in its entirety, in accordance with the instructions in the ITT.
3. A tender 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.
4. Bidders are requested not to submit generic corporate or marketing literature.
5. Bidders should upload documents either in standard Microsoft Office formats (Word, Excel, etc), or PDF only. Other formats (e.g. Microsoft Project and internet “free formats”) are not installed as standard on UK government IT networks and such attachments may be rendered inaccessible to the Authority for evaluation purposes. Similarly, the **.rar** format is blocked by most government IT firewalls and will render such files inaccessible to evaluators.

**ACCEPTANCES OF TENDERS**

1. 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**

1. **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**

1. 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 Contracts Finder. In the event of amendments, the Authority may at its discretion extend the deadline for receipt of tenders.

**INDUCEMENTS AND COLLUSION**

1. 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.

**COSTS AND EXPENSES**

1. 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**

1. Following the award of contract, debriefing will be offered to all tenderers.

**ACQUIRED RIGHTS DIRECTIVE 2001/23/EC (ARD)**

1. 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**

1. You may be asked to provide a Parent Company Guarantee or a Bank Guarantee.

**COMPLIANT TENDERS**

1. 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**

1. 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:
2. That references may be sought from banks, existing or past clients, or other referees submitted by the Tenderers;
3. 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.
4. All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.
5. For these purposes, the Authority may disclose within Government any of the Contractor's documentation/information (including any that the Contractor considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Contractor to the Authority during this Procurement. The information will not be disclosed outside Government. Contractors taking part in this competition consent to these terms as part of the competition process.

**FREEDOM OF INFORMATION**

1. 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 that, 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.

**NO WARRANTY AND DISCLAIMER**

1. 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.
2. This document should not be construed as an offer by the Authority capable of acceptance by you.

**SUB CONTRACTING ARRANGEMENTS**

1. Where a sub-contracting approach is proposed, all information requested should be given in respect of the prime contractor.
2. 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.
3. 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**

1. If the Potential Suppliers bidding for a requirement is a consortium, the following information must be provided:
2. Full details of the consortium; and
3. Information sought in this section in respect of each of the consortium’s constituent members as part of a single composite response.
4. 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.
5. 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.