



Part 1 - Invitation to Tender (ITT)

Contract Reference: RBGKEW1447

**Face to face membership sales services**

This document is for information

Contents

1. INTRODUCTION..... 3

2. PROCUREMENT PROCESS ..... 4

3. INDICATIVE PROCUREMENT TIMESCALES ..... 5

4. CONTRACT..... 6

5. COMMUNICATION ..... 7

6. SUBMISSION INSTRUCTIONS..... 7

7. EVALUATION AND AWARD METHODOLOGY ..... 8

SCHEDULE 1: TERMS AND CONDITIONS OF PARTICIPATION .....16

## 1. INTRODUCTION

- 1.1 On 10/06/2025 a Tender Notice was published by the Board of Trustees of the Royal Botanic Gardens, Kew (RBG Kew) (“the Authority”) on the Central Digital Platform inviting expressions of interest from Suppliers wishing to be selected to tender for this opportunity.
- 1.2 This Invitation to Tender (ITT) has been issued alongside that Tender Notice. The Procurement procedure that applies to the ITT is a Competitive Flexible Procedure.
- 1.3 This document has been prepared to assist Suppliers in deciding whether to participate in this Procurement. **Please read this document carefully, as failure to comply with this document may result in exclusion from the Procurement and/or the rejection of any submission.**
- 1.4 This document should be read in conjunction with the Tender Notice and any other Procurement documents which have been made available at this stage of the Procurement.
- 1.5 This ITT consists of the following:

|   |  |
|---|--|
| Part 1 – Invitation to Tender (this document)   | For Information                        |
| Part 2 – Specification & Appendices<br>Annex A – Contractors Code of Practice                     | For Information                        |
| Part 3 – Terms and conditions   | For Information                        |
| Part 4 – Procurement Specific Questionnaire (PSQ)<br>Annex 1 – Supplier Information Questionnaire | <b>For completion &amp; submission</b> |
| Part 5 – Technical response   | <b>For completion &amp; Submission</b> |
| Part 6 – Commercial response  | <b>For completion &amp; Submission</b> |

- 1.6 RBG Kew reserves the right to issue updated versions of the documents listed in the table above and/or additional documents to Suppliers as and when the need arises, in order to reflect the corresponding stage of the Competitive Flexible Procedure, together with any changes to the Procurement or any other new information.
- 1.7 All references to a ‘section’ are to a section in the Act unless otherwise stated.
- 1.8 All references to a ‘paragraph’ are to a paragraph of this document unless otherwise stated.
- 1.9 All references to dates and times within this document shall be interpreted in accordance with the United Kingdom time zones applicable at the date of the Procurement (i.e. GMT/BST).
- 1.10 **Defined Terms** – the following defined terms are used in this ITT

| Defined Term                    | Definition   |
|---------------------------------|--|
| <b>Act</b>                      | means the Procurement Act 2023 (PA2023).   |
| <b>Associated Suppliers</b>     | means a Supplier who is associated with another Supplier if either (a) the Suppliers are submitting a tender together, or (b) the Authority is satisfied that the Suppliers will enter legally binding arrangements to the effect that the Supplier will sub-contract the performance of all or part of the Contract to the other, or the other Supplier will guarantee the performance of all or part of the Contract by the Supplier (as set out in section 22(9) of the Act). |
| <b>Authority</b>                | means Royal Botanic Gardens, Kew (RBG, Kew)  |
| <b>Central Digital Platform</b> | means the online system defined by regulation 5(2) of the Procurement Regulations 2024 (SI 2024 No. 692).  |

|                                       |  |
|---------------------------------------|--|
| <b>Commencement Date</b>              | means the date the contract shall commence to be advised by the Authority to the Supplier in due course.   |
| <b>Competitive Flexible Procedure</b> | means the competitive flexible procedure as defined by section 20 of the Act.  |
| <b>Contract</b>                       | means the contract to be entered into by the Authority with the successful Supplier.   |
| <b>Excluded Supplier</b>              | A supplier is an 'excluded supplier' where the contracting authority considers, firstly, that a <a href="#">mandatory exclusion</a> ground applies to the supplier or an associated person and, secondly, that the circumstances giving rise to the exclusion ground are continuing or likely to occur again. A supplier will also be an excludable supplier where a Minister of the Crown has already determined this – i.e. where the supplier or an associated person is on the debarment list because of a mandatory exclusion ground.           |
| <b>Excludable Supplier</b>            | A supplier is an 'excludable supplier' where the contracting authority considers, firstly, that a <a href="#">discretionary exclusion</a> ground applies to the supplier or an associated person and, secondly, that the circumstances giving rise to the exclusion ground are continuing or likely to occur again. A supplier will also be an excludable supplier where a Minister of the Crown has already determined this – i.e. where the supplier or an associated person is on the debarment list because of a discretionary exclusion ground. |
| <b>Portal</b>                         | means the BiP Solutions Ltd, Delta e-tendering portal used by the Authority for the purposes of this Procurement and which can be accessed here <a href="https://www.delta-esourcing.com/">https://www.delta-esourcing.com/</a>  |
| <b>Procurement</b>                    | This Competitive Flexible Procedure procurement process.   |
| <b>Procurement Timetable</b>          | The timetable for this Procurement as set out in this document.  |
| <b>Standstill Period</b>              | means 8 working days from the date of the contract award notice  |
| <b>Supplier or Suppliers</b>          | means a supplier or suppliers (as the case may be) participating in the Procurement.   |
| <b>Tender Notice</b>                  | means the tender notice with reference <a href="#">[insert reference]</a> published on 10/06/2025.   |

## 2. PROCUREMENT PROCESS

### 2.1 The stages of this Procurement are as follows:

Stage 1: Selection

Stage 2: Tendering

Stage 3: Clarifications

Stage 4: Presentations

Stage 5: Preferred Supplier

## Stage 6: Standstill

- 2.2 **Terms and conditions of participation** – Suppliers agree that participation in this tender is subject to the Terms and Conditions of Participation set out in Schedule 1 of this ITT.
- 2.3 **Documents** – All information relevant to this opportunity can be found on the Central Digital Platform and the Portal.
- 2.4 **Further information** – The Authority may make a change to this ITT or the contract documents at any time by notice to all Suppliers remaining in the process. The Authority may also issue further information at any time by notice to all Suppliers remaining in the process.
- 2.5 **Changes** – The Authority expressly reserves the right:
- 2.5.1 not to award any contract as a result of this Procurement; and
- 2.5.2 to make whatever changes it may see fit to the content and structure of the Procurement and the contract(s). In no circumstances will the Authority be liable for any costs incurred by the Suppliers as a result of any such change or decision not to award.
- 2.6 **Ending the procurement** – The Authority reserves the right at any time for any reason to abandon the Procurement. As such, and notwithstanding any provision of this ITT, the Authority does not (by undertaking this Procurement) agree to accept any tender, including the most advantageous tender. In no circumstances will the Authority be liable for any costs incurred by the Suppliers if the Procurement is abandoned.
- 2.7 **Due diligence** - Suppliers will be entirely responsible for carrying out and funding their own due diligence at a level appropriate to them. Suppliers will be 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.
- 2.8 **Conflicts of interest** – A Supplier must ensure that it and each subcontractor, agent, or adviser with which it engages in connection with the Procurement does not have a conflict of interest with the Authority or otherwise which may affect the Procurement. Where a Supplier identifies a conflict of interest, or the risk of a conflict of interest, it must disclose that conflict or risk to the Authority without delay and assist the Authority in the management of that conflict or risk, to the extent that it is possible. The Authority reserves the right to exclude a Supplier from the process if a conflict of interest exists which cannot be effectively remedied by other less intrusive measures.

## 3. INDICATIVE PROCUREMENT TIMESCALES

- 3.1 The intended timetable for this Procurement is as follows:

| Stage   | Activity   | Date & Time             |
|---------|--|-------------------------|
| Stage 1 | Publication of Tender Notice   | 10/06/2025              |
|         | ITT and tender documents made available  | 10/06/2025              |
|         | Unescorted Site Visits (see below for further details)                           | 07/06/2025 – 01/07/2025 |
|         | Deadline for receipt of Stage 1 clarification questions and enquiries            | 24/06/2025              |
|         | Deadline for return of Stage 1 (Part 4: PSQ)                                     | 08/07/2025 – 12:00pm    |
|         | Notify Suppliers of Stage 1 shortlist and invite successful Suppliers to Stage 2 | 22/07/2025              |
|         | Issue feedback to Stage 1 unsuccessful Suppliers                                 | 05/08/2025              |

|                |  |                                       |
|----------------|--|---------------------------------------|
| <b>Stage 2</b> | Arrange Presentation meetings with Stage 2 Suppliers   | 23/07/2025 – 03/09/2025               |
|                | Unescorted Site Visits (see below for further details)   | 24/07/2025 – 27/08/2025               |
|                | Deadline for receipt of Stage 2 clarification questions  | 27/08/2025                            |
|                | Deadline for return of Stage 2 tender submissions (Part 5: Technical Response (including presentation slides) and Part 6: Commercial Response) | 04/09/2025 – 12:00pm                  |
| <b>Stage 3</b> | Clarifications (if required)   | 05/09/2025 - 16/09/2025               |
| <b>Stage 4</b> | Supplier Presentations   | 23/09/2025                            |
| <b>Stage 5</b> | Preferred Supplier negotiations if required  | 24/09/2025 – 30/09/2025               |
| <b>Stage 6</b> | Issue assessment summaries to all participating Suppliers  | 14/10/2025                            |
|                | Intended publication of contract award notice  | 14/10/2025                            |
|                | Expected end of mandatory Standstill Period  | 24/10/2025                            |
|                | Contract award notification to successful Suppliers  | Following expiry of standstill period |
|                | Intended Contract Commencement Date  | 01/11/2025                            |

3.2 Suppliers should note that the Authority reserves the right to amend any of the dates and timescales referred to in this ITT at any stage in the Procurement.

3.3 **Site visits** – If Suppliers would like to visit the site during Stage 2 or Stage 2 allocated dates, please provide the date of visit, number of attendees and names of the attendees to the following Authority contacts:

Rowena Cutting - Senior Executive, Membership Acquisition, [r.cutting@kew.org](mailto:r.cutting@kew.org)

Laura Hayward – Director of Membership, [l.hayward@kew.org](mailto:l.hayward@kew.org)

Please allow at least 48 hours' notice for the site visit to be arranged.

The site visits will not be escorted.

#### 4. **CONTRACT**

4.1 Subject to paragraphs 2.5 and 2.6 the Authority will enter into a Contract with the successful Supplier(s). The contract terms will be those set out in Part 3 (Terms and Conditions of Contract) of this ITT. No other terms that the Supplier seeks to impose or incorporate, or which might otherwise be implied by trade, custom, practice or course of dealing shall apply.

4.2 The intended Commencement Date of the Contract is 01/11/2025. The intended contract duration will be 2 years.

4.3 The Contract may be extended by a further 2 years at the Authority's sole discretion, by the Authority giving the Supplier not less than 1 (one) months' notice prior to the expiry of the initial Contract.

4.4 The estimated maximum value of the Contract across the maximum Contract term (4 years) is up to £280k (excluding VAT) an estimated annual value of £50k - £70k (excluding VAT).

- 4.5 The Authority does not undertake to purchase Goods and/or Services exclusively from the Supplier and does not undertake to purchase any minimum quantities or place any minimum orders from or with the Supplier. Any quantities and/or values of Goods and/or Services stipulated in this ITT should be considered non-binding and indicative estimates only.
- 4.6 Suppliers may not qualify the terms of the contract in their tender response.
- 4.7 Tenders submitted are offers capable of acceptance. Please see paragraph 17.1 of Schedule 1 (Terms and Conditions of Participation).

## 5. COMMUNICATION

- 5.1 **Point of contact** – The Authority will conduct all communication relating to this procurement through the Portal. That is the designated point of contact. Suppliers must be registered on the Portal. Suppliers can register via this link <https://www.delta-esourcing.com/delta/signup.html?userType=supplier>, if they are not already registered.
- 5.2 **Single point communication** – Suppliers must communicate, including submitting requests to participate and tender submissions, only through the Portal. No representative of a Supplier should contact any other person at the Authority on any matter connected to this procurement except with the prior approval of the Authority's designated point of contact
- 5.2.1 If a Supplier experiences any technical difficulties whilst using the Portal, they should contact the BiP Solutions Ltd - Delta - helpline via telephone on 0800 923 9236 or Email: [helpdesk@delta-esourcing.com](mailto:helpdesk@delta-esourcing.com). For urgent assistance it is advisable to use the helpline telephone number.
- 5.2.2 If a Supplier has not been able to resolve the issue via the helpline and is unable to access the Portal, the Supplier should contact [procurement@kew.org](mailto:procurement@kew.org).
- 5.3 **Requests for clarification** – Suppliers must submit clarification and information requests through the 'Messaging' facility on the Portal. Both questions and their answers will be available to all Suppliers unless otherwise agreed with the Authority (through its designated point of contact) and if agreement cannot be reached the Authority may decline to answer the question if that would be, in the Authority's opinion, inconsistent with its obligations under the procurement law. Suppliers should note that it is their responsibility to monitor the Portal regularly for any postings which may be relevant to their tender submission.
- 5.4 **Supplier's confidentiality obligations** – Each Supplier must keep this ITT, and all information contained in it and appended to it, confidential and must ensure that each of its employees, agents, advisers and sub-contractors is placed under a similar obligation. Please see Schedule 1 (Terms and Conditions of Participation) for more details.
- 5.5 **Sharing information** – The Authority may share any information by a Supplier with its advisers and members of the evaluation team.

## 6. SUBMISSION INSTRUCTIONS

- 6.1 **Form of submissions** – All Suppliers must use the template submission documents issued with this ITT set out below when submitting their tender submission.
- 6.2 **Submission documents** – Suppliers must complete and submit the documents specified in the form provided below. Suppliers should not seek to change the order of the information in the form.

The documents which require signatures should be signed, scanned as an image and submitted. The originals should be retained by the Supplier and must be delivered to the Authority on request.

### Stage 1: Selection

#### Procurement Specific Questionnaire (PSQ)

Suppliers must submit a completed procurement specific questionnaire using the template provided in Part 4: Procurement Specific Questionnaire (PSQ) of this ITT.

Where a Supplier is a consortium, all members of the consortium must complete a PSQ. The part of the PSQ concerning conditions of participation only requires to be completed by the lead member of the consortium.

## Stage 2: Tendering

### Tender Submission

Suppliers are strongly encouraged to provide their most competitive bid at this stage as they may not be given the opportunity later in the Procurement to improve their bid.

**Technical** – Suppliers must submit a completed technical response using the template provided in Part 5: Technical response of this ITT.

**Commercial** – Suppliers must submit a completed commercial response using the template provided in Part 6: Commercial response of this ITT. Please see paragraph 26 of Schedule 1: Terms and Conditions of Participation which sets out the Authority's approach to abnormally low tenders.

**Form of Tender** – Suppliers must submit a completed Form of Tender (on headed paper) using the template provided in Part 7: Form of Tender of this ITT.

### Stage 4: Presentations.

Suppliers must submit their presentation slides at the same time as Stage 2 Tender Submission. This is requested in Part 5: Technical Response.

- 6.3 **Format** – All Suppliers must submit one electronic copy of their tender submission using the Portal.
- 6.3.1 All documents submitted must be compatible with Microsoft software (e.g. word, excel, pdf etc). The Authority is unable to accept pages or numbers documents (documents from apple-based software).
- 6.3.2 Suppliers must take the time to familiarise themselves with using the Portal well in advance of the tender submission deadline. The Authority will not accept late tenders from Suppliers not knowing how to upload the documents or leaving insufficient time to upload documents.
- 6.3.3 The Authority will not accept Tender submissions via email or the Portal message facility.
- 6.4 **Language** – All submissions must be in English.
- 6.5 **Word limit** – Suppliers must ensure that they comply with any stated word and/or page limit indicated in Part 4: PSQ and Part 5: Technical response documents.
- 6.6 **Supporting documents** – Suppliers should only submit additional information or documents if directed to do so with a clear reference on each additional information item to the question to which it relates. Unreferenced additional information may be discounted. Marketing and/or promotional literature or any other additional information not requested should not be included and will be discounted.
- 6.7 **Date and time** – Tender submissions should be submitted using the Portal by the time and date detailed in the Procurement Timetable above.
- 6.7.1 The Authority may at its own absolute discretion extend the deadline for receipt of Tender submissions. Any extension to the deadline granted by the Authority will apply to all Suppliers.
- 6.7.2 Any Tender submission received after the prescribed deadline will be rejected unless the Supplier can provide irrefutable evidence that the Tender was incapable of being submitted by the relevant deadline detailed in the Procurement Timetable.
- 6.8 **Use of Artificial Intelligence** – AI tools can be used to improve efficiency of your bid writing process; however, they may also introduce an increased risk of misleading statements via 'hallucination'. Your submission should clearly identify any instances where AI or machine learning tools, including large language models have been used to generate written content, or support your bid submission.

## 7. EVALUATION AND AWARD METHODOLOGY

### 7.1 Stage 1: Selection



### 7.1.1 Completeness check

A complete submission is one which has been received by the deadline for submission of tenders, is complete and complies with the requirements of this ITT. Clarification and further information may be sought from Suppliers to determine if a submission is complete. The Authority will exclude at this stage any submission that is not complete.

### 7.1.2 Exclusion of 'excluded' and 'excludable' suppliers

The Authority will use the information in the PSQ to exclude any Supplier that is an Excluded Supplier, or an Excludable Supplier based on its response to the PSQ.

The Authority will identify Excluded Suppliers based on the mandatory exclusion grounds as detailed in [Schedule 6](#) of the Act and the published debarment list.

The Authority will identify Excludable Suppliers based on the discretionary exclusion grounds as detailed in [Schedule 7](#) of the Act and the published debarment list

### 7.1.3 Application of conditions of participation (specific to this Procurement)

The Authority will check that each submission satisfies the conditions of participation set out in this ITT based on the PSQ submitted by the Supplier. The Authority will exclude at this stage any submission that does not satisfy the conditions of participation as detailed below (more detail provided in Part 4: PSQ).

The conditions of participation will be evaluated as follows:

| No.     | PSQ question                       | Scoring methodology   | Minimum score to pass Stage 1  |
|---------|------------------------------------|---|--|
| 13      | Terms & Conditions                 | Pass/Fail   | Pass   |
| 14      | Insurance                          | Pass/Fail   | Pass   |
| 15      | IT Security                        | Pass/Fail   | Pass   |
| 16      | Health & Safety                    | Pass/Fail   | Pass   |
| 17      | DBS Checks                         | Pass/Fail   | Pass   |
| 18      | Data Protection                    | Pass/Fail   | Pass (all questions)   |
| 19      | Generative Artificial Intelligence | For Information   | N/A  |
| 20 - 22 | Previous Experience Questions      | Each question is weighted 10. Each question will be allocated a score out of 5 using the scoring methodology below. Total of all weighted questions is 80 | Suppliers must achieve a minimum score of 3 out of 5 on each question to pass. |

#### Scoring methodology (for questions 20 - 22)

| Score | Category         | Evaluation Description  |
|-------|------------------|---|
| 0     | Cannot be scored | No response has been provided or the response provided does not adequately address the relevant question to allow for a proper assessment to be made. |

|          |                           |   |
|----------|---------------------------|---|
| <b>1</b> | <b>Poor</b>               | The response provides inadequate detail and does not demonstrate that the Supplier meets the requirements in most of the areas with omissions in relation to the proposed solution to deliver the service.<br><br>As a result, the Authority lacks confidence that the Supplier understands the requirements and is not capable of delivering them.   |
| <b>2</b> | <b>Below expectations</b> | The response contains some omissions and/or is not well supported by evidence / examples.<br><br>As a result, the Authority has concerns about the Supplier's ability to deliver and that they have failed to meet a reasonable standard.   |
| <b>3</b> | <b>Adequate</b>           | The response demonstrates an understanding of the requirement and provides an adequate level of assurance to support how the requirements will be met.<br><br>As a result, the Authority has confidence that the Supplier understands the requirements and is capable of delivering them to an adequate standard but has reservations that delivery will be limited.  |
| <b>4</b> | <b>Good</b>               | The response demonstrates with a good level of detail, evidence and/or assurance how the requirements will be met in all key areas but may have a small number of minor reservations.<br><br>As a result, the Authority is confident that the Supplier understands the requirements and is capable of delivering them to a good standard.   |
| <b>5</b> | <b>Excellent</b>          | The response is comprehensive and well evidenced demonstrating expertise and knowledge incorporating value and other points of innovation aligned to the Authority's tender requirements.<br><br>The response fully captures the understanding of the steps involved to deliver the aspects of the question posed. As a result, the Authority has a high level of confidence of the Supplier's experience and ability to deliver the requirements to a high standard. |

Suppliers must achieve at least the minimum pass score for all questions. Any Supplier that does not achieve the minimum pass score for any question will be excluded at Stage 1 and its submission will not be further considered for the award of the Contract.

The Part 4: PSQ acts as a self-declaration for Suppliers. The Preferred Supplier will be required to provide all requested certificates and documentation before being awarded the Contract. However, the Authority can ask any Supplier to submit their evidence at any point in the Procurement, if this is necessary, to ensure that the process is carried out properly and in a timely manner to meet the procurement's programme requirements.

In order to facilitate the Authority's assessment of a Supplier's economic and financial standing the Authority reserves the right to run credit checks via the Creditsafe online assessment tool.

#### **7.1.4 Selection of Suppliers to be invited to tender**

Using the scores from the conditions of participation the Authority will select the top 5 highest scoring Suppliers to be invited to Stage 2 tendering.

#### **7.1.5 Notification of unsuccessful Suppliers**

Suppliers not selected in Stage 1 will not be entitled to continue in the Procurement. The Authority intends to notify such unsuccessful Suppliers at this stage and provide them with feedback (but does not bind itself to do so).

## **7.2 Stage 2: Tendering**

### **7.2.1 Completeness check**

A complete submission is one which has been received by the deadline for submission of tenders, is complete and complies with the requirements of this ITT. Clarification and further information may be sought from Suppliers to determine if a submission is complete. The Authority will exclude at this stage any submission that is not complete.

### 7.2.2 Tender Evaluation

The award criteria against which Suppliers will be scored is detailed below. The final score will be calculated based on the Most Advantageous Tender by combining all the scored elements for Stage 2.

The Authority may refine the award criteria and weightings in accordance with the Act.

| Technical criteria |   |                         |
|--------------------|---|-------------------------|
| No.                | Question  | Weighting               |
| T1                 | <p>Specification Reference 3.4.3</p> <p>Staff management will form a key part of this contract, and it is something the supplier will be responsible for. As such, please provide details on how you will carry out the following:</p> <ul style="list-style-type: none"> <li>Account management</li> <li>Training: to ensure your staff provide membership sales when they work onsite at Kew and staff should advocate for and promote Kew during interactions with customers</li> <li>Management of sickness and absences</li> </ul> | 15                      |
| T2                 | <p>Specification reference 3.3</p> <p>Please demonstrate how you would work in an innovative way with RBG, Kew, to generate sales. Use an example of when you have done this with a previous client. Describe how you collaborated with them on this, what new ideas you contributed, and what results were achieved.</p> <p>This could be a written submission, a video or any other format you feel showcases your experience in this area.</p>   | 20                      |
| T3                 | <p>Specification reference 3.5</p> <p>Please provide an example of how you have embedded yourself within an organisation, focusing on:</p> <ul style="list-style-type: none"> <li>How you developed an excellent working knowledge of the organisation</li> <li>How you collaborated with internal front of house teams, to ensure a smooth experience for visitors</li> </ul>  | 15                      |
| T4                 | <p>Specification reference 3.5.1 and 3.5.2</p> <p>Using two different examples, propose how you would deliver the other potential work requirements for RBG, Kew:</p> <ul style="list-style-type: none"> <li>An outbound telephone renewal campaign, calling members with a lapsed membership encouraging them to rejoin.</li> <li>Supporting our visitor programmes events and exhibitions: informing, communicating and interpreting the exhibition/event in a compelling manner to enhance the visitor experience.</li> </ul>        | 10 (5 for each example) |
| T5                 | Specification reference 1   | 10                      |

|                            |   |                  |
|----------------------------|---|------------------|
|                            | Please provide an example (for example: a script or a training approach) of how your staff would encourage add-ons on top of a membership sale such as: <ul style="list-style-type: none"> <li>• Encouraging an upgrade to a higher priced product</li> <li>• Encouraging an opt-in to Gift Aid</li> <li>• Encouraging a donation on top of a membership</li> </ul> |                  |
| T6                         | Specification reference 8<br>How do you ensure EDI is embedded into your work currently, and will continue to form an integral part of your working practice with RBG, Kew?<br>Please include evidence and examples.  | 10               |
| <b>Commercial criteria</b> |   |                  |
| <b>No.</b>                 | <b>Question</b>   | <b>Weighting</b> |
| C1                         | Table of Rates (see Part 6: commercial response document)   | 20               |
| <b>Total</b>               |   | <b>100</b>       |

### 7.2.3 Evaluation of Technical Submissions

The technical questions will be scored by an evaluation panel made up of relevant officers using a pre-defined scoring methodology as defined below. The scoring system should be read in conjunction with the submission requirements. The weightings allocated to each criterion will be applied to the relevant score to produce a weighted score. The aggregate weighted score will then be calculated.

#### Scoring methodology

| Score | Category                  | Evaluation Description  |
|-------|---------------------------|---|
| 0     | <b>Cannot be scored</b>   | No response has been provided or the response provided does not adequately address the relevant question to allow for a proper assessment to be made.   |
| 1     | <b>Poor</b>               | <p>The response provides inadequate detail and does not demonstrate that the Supplier meets the requirements in most of the areas with omissions in relation to the proposed solution to deliver the service.</p> <p>As a result, the Authority lacks confidence that the Supplier understands the requirements and is not capable of delivering them.</p>                  |
| 2     | <b>Below expectations</b> | <p>The response contains some omissions and/or is not well supported by evidence / examples.</p> <p>As a result, the Authority has concerns about the Supplier's ability to deliver and that they have failed to meet a reasonable standard.</p>  |
| 3     | <b>Adequate</b>           | <p>The response demonstrates an understanding of the requirement and provides an adequate level of assurance to support how the requirements will be met.</p> <p>As a result, the Authority has confidence that the Supplier understands the requirements and is capable of delivering them to an adequate standard but has reservations that delivery will be limited.</p> |
| 4     | <b>Good</b>               | The response demonstrates with a good level of detail, evidence and/or assurance how the requirements will be met in all key areas but may have a small number of minor reservations.   |

|   |           |  |
|---|-----------|--|
|   |           | As a result, the Authority is confident that the Supplier understands the requirements and is capable of delivering them to a good standard.   |
| 5 | Excellent | <p>The response is comprehensive and well evidenced demonstrating expertise and knowledge incorporating value and other points of innovation aligned to the Authority's tender requirements.</p> <p>The response fully captures the understanding of the steps involved to deliver the aspects of the question posed. As a result, the Authority has a high level of confidence of the Supplier's experience and ability to deliver the requirements to a high standard.</p> |

Suppliers must score a minimum of 3 (Adequate) for all questions to be considered further.

#### 7.2.4 Evaluation of Commercial Submissions

The commercial response will be evaluated using an 'optimum pricing' model. The Authority will establish the optimum price based upon a mean average of all the prices received for each commercial criterion.

Prices closest to the optimum price will receive the highest score and those furthest away either higher or lower than the optimum price will score proportionally less.

The price scores for each Supplier will be calculated using the following formulae as shown in the Example table below.

**Formula for pricing lower than or equal to the optimal price:**  $(\text{Optimal Price} - \text{Supplier's Price}) / \text{Optimal price} = \text{Conversion to Optimal Price}$ , then  $(1 - \text{Conversion to Optimal Price}) \times \text{Maximum Weighting} = \text{Suppliers Score}$ .

**Formula for pricing higher than the optimal price:**  $(\text{Supplier's Price} - \text{Optimal Price}) / \text{Optimal price} = \text{Conversion to Optimal Price}$ , then  $(1 - \text{Conversion to Optimal Price}) \times \text{Maximum Weighting} = \text{Suppliers Score}$ .

#### Example

7 Suppliers provide day rate prices; the mean average of which is £400 which is the optimum price and the maximum score available is 30%.

| Supplier | Total Price | Optimal Price | Max Weighting (30%) | Diff from Optimal Price | Convert to Optimal Price | Determine Score Reduction | Supplier's Score |
|----------|-------------|---------------|---------------------|-------------------------|--------------------------|---------------------------|------------------|
| A        | £150.00     | £400.00       | 30                  | £250.00                 | 0.625                    | 0.375                     | 11.25            |
| B        | £310.00     | £400.00       | 30                  | £90.00                  | 0.225                    | 0.775                     | 23.25            |
| C        | £360.00     | £400.00       | 30                  | £40.00                  | 0.1                      | 0.9                       | 27.00            |
| D        | £400.00     | £400.00       | 30                  | £0.00                   | 0                        | 1                         | 30.00            |
| E        | £460.00     | £400.00       | 30                  | £60.00                  | 0.15                     | 0.85                      | 25.00            |
| F        | £470.00     | £400.00       | 30                  | £70.00                  | 0.175                    | 0.825                     | 24.75            |
| G        | £650.00     | £400.00       | 30                  | £250.00                 | 0.625                    | 0.375                     | 11.25            |

#### 7.2.5 Stage 3: Clarifications Insert clarification information

If necessary, a period of clarification will follow the formal evaluation to ensure that the evaluation panel have fully understood all elements of the tender submissions and to test the Supplier's familiarity with the Specification.

The clarifications will focus solely on the contents of the submitted tenders; it is not an opportunity to introduce additional or extraneous material.

This will be conducted in writing via the tendering portal.

The scores awarded to Suppliers for the Tender submission may be adjusted in consideration of the presentation and clarification questions asked by the evaluation panel.

#### **7.2.6 Stage 4: Presentations**

All Suppliers will be invited to present their tender to the Authority. The criteria are as follows:

| <b>Presentation criteria</b>  |
|---|
| Specification Reference 3<br>Present to us how you would approach and manage this contract for RBG Kew focusing on:<br>1) Where you have worked with a client to improve their sales.<br>2) Managing day to day |

The presentation will also be an opportunity to clarify and confirm the written tender submission.

The scores awarded to Suppliers for the written submission may be adjusted in consideration of the presentation and clarification questions asked by the evaluation panel.

The presentations will be held in person at Kew and will be up to 40 minutes in duration.

The format will be as follows:

Introductions – 5 minutes

Presentation on the above criteria – 15 minutes

Q&A – 15 minutes

This is not an opportunity for Suppliers to provide additional information or pitch other promotional materials. We require Suppliers to focus on what we have requested them to present.

#### **7.2.7 Stage 5: Preferred Supplier**

The final score will be calculated based on the Most Advantageous Tender by combining all the scored elements in accordance with the criteria and weightings set out above. It is intended that the Contract shall be awarded to the highest scoring Supplier(s).

The total score available for this tender is 100.

The Authority will identify the preferred Supplier, the highest scoring Supplier.

The Preferred Supplier will be notified that they are the preferred supplier(s). The Authority reserves the right to enter into negotiations with the Preferred Supplier(s) in order to finalise the terms of the contract (e.g. clarifications, specifications, optimisation and other negotiations to confirm financial commitments or other terms contained in the Preferred Supplier's tender submission and / or BAFO).

#### **7.2.8 Stage 6: Standstill**

The Authority will issue assessment summaries to the successful and unsuccessful Suppliers in accordance with regulation 31 of the Regulations. The Authority will also publish a contract award notice in accordance with regulation 27 of the Regulations.

Once the relevant standstill period has ended (being 8 working days from the date of the contract award notice), the Authority intends to enter into a contract with the successful Suppliers.

The Authority may ask the successful Supplier(s) to provide verification of statements made in its PSQ to confirm that it satisfies the conditions of participation and to confirm it is not an Excluded or Excludable Supplier.

The Authority shall conclude the Procurement by issuing a contract award document.

## **SCHEDULE 1: TERMS AND CONDITIONS OF PARTICIPATION**

### **1. Procedural requirements**

- 1.1. This document together with all other associated documents provided to the Suppliers in connection with this Procurement contain procedural requirements which Suppliers must follow. Failure to comply with or follow any procedural requirement may result in the exclusion of the Supplier from the Procurement at the Authority's sole discretion.

### **2. Central Digital Platform**

- 2.1. Suppliers that wish to participate in this Procurement are responsible for ensuring that the Central Digital Platform contains complete, accurate and up-to-date information about their organisation and any Associated Suppliers which are relevant for the purposes of this Procurement. Suppliers must notify the Authority immediately if it is unable to register on the Central Digital Platform and/or provide accurate and up-to-date information via the Central Digital Platform.

### **3. Transparency**

- 3.1. Suppliers should note that, in accordance with general transparency obligations and procurement law obligations under the Act, the Authority routinely publishes details of its procurement processes and awarded contracts. This includes, but is not limited to, the contract value, the identity of the successful Supplier, compliance with payment obligations and contract performance. Compliance with these obligations may involve the Authority taking steps without consultation with Suppliers. Where required under the Act, a copy of the contract will be published (subject to making any reasonable and proportionate redactions permitted under the Act).
- 3.2. All central government departments and their executive agencies and non-departmental public bodies are subject to controls and reporting within government. In particular, they report to various government bodies including but not limited to the Cabinet Office and HM Treasury for all expenditure. The Authority reserves its absolute right to share within government any of the documentation/information submitted by Suppliers during this Procurement (including any information that a Supplier considers to be confidential and/or commercially sensitive).
- 3.3. Where required, the Authority will disclose on a confidential basis any information it receives from Suppliers during the Procurement to any third party engaged by the Authority for the specific purpose of assessing or assisting the Authority in assessing the Supplier's submission. In providing such information the Supplier consents to such disclosure.

### **4. Option to direct award**

- 4.1. The Authority reserves the right to direct award as permitted under the Act. The Act allows a contracting authority to switch from a competitive tendering procedure to the direct award of the contract in circumstances where no or no suitable tenders or requests to participate have been received in that competitive tendering procedure and the Authority considers that the award of a contract using a competitive tendering procedure is not possible in the circumstances.

### **5. Confidentiality and Publicity**

- 5.1. Information provided by the Authority in this ITT (together with all attachments and any other information communicated to Suppliers during the Procurement) is made available on the condition that it is treated as confidential by the Supplier and is not disclosed, copied, reproduced, distributed or passed to any other person at any time except in order to comply with legal obligations or for the purpose of enabling a submission to be made to the Authority, provided that such person has given an undertaking prior to the receipt of the relevant information (and for the benefit of the Authority) to keep such information confidential.
- 5.2. Suppliers must not take part in any publicity activities with any part of the media about this Procurement without obtaining the express prior written agreement of the Authority. When requesting prior written agreement, Suppliers are required to detail the proposed media coverage including format and content of any publicity.

### **6. Not Used**

### **7. Freedom of Information**



- 7.1. All information submitted by Suppliers to the Authority may need to be disclosed and/or published by the Authority in compliance with its obligations pursuant to the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004. The Authority may also disclose all information submitted by Suppliers to its auditors and advisers.
- 7.2. Suppliers should clearly identify any information included in their submission which they consider to be confidential, or which contains personal data for the purposes of the Data Protection Act 2018 and the UK GDPR (which has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018), and explain in broad terms (in an accompanying letter) what harm might result from disclosure and/or publication of such information. The Supplier should:
  - 7.2.1. clearly identify which information is considered commercially sensitive and complete the table contained within Part 7: Form of Tender.
  - 7.2.2. explain the potential implications of disclosure of such information
  - 7.2.3. provide an estimate of the period of time for which the Supplier considers that such information will remain commercially sensitive.
- 7.3. The Authority will endeavour to:
  - 7.3.1. hold confidential all information submitted by a Supplier that it identifies as being commercially sensitive
  - 7.3.2. consult with a Supplier about commercially sensitive information before making a decision on any FOIA requests and EIR requests received.
- 7.4. Suppliers should note, however, that the final decision on any FOIA request and EIR requests rests with the Authority, subject to applicable law. Even where information is identified as commercially sensitive, unless an exemption/exception provided for under the FOIA/EIR is applicable, the Authority will be obliged to disclose that information in response to a request. Accordingly, the Authority cannot guarantee that any information marked 'commercially sensitive' will not be disclosed.
- 7.5. Suppliers should be aware that, the Authority may disclose this information to its auditors where it sees fit and may have to disclose it to comply with the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004.
- 7.6. The Authority may publish the names and contact details of organisations (and individuals named as contacts) who submit submissions.
- 7.7. At the conclusion of the Procurement, information about the winning Supplier and its tender (including price information) may be published by the Authority.
- 8. Requirements on sub-contractors and consortium**
- 8.1. If requested to do so by the Authority, a Supplier will be required to enter into a legal arrangement with other members of a consortium or with any parties which are relied on in order to satisfy the conditions of participation relating to this Procurement (in accordance with section 72 of the Act). Acceptance of this request shall be considered a mandatory requirement and failure to accept the same may result in the Supplier's exclusion from the Procurement.
- 9. Parent company guarantee or other securities**
- 9.1. The Authority reserves the right to require a parent company guarantee or alternative equivalent form of security should the Supplier be successful in this Procurement.
- 9.2. Where the Supplier's parent company is incorporated outside of the United Kingdom, the Authority will require legal opinion from an independent firm of lawyers practising in that jurisdiction (at the Supplier's own cost and expense) as to the capacity/authority of the parent company to enter into the parent company guarantee and the enforceability of the terms of the parent company guarantee in the relevant overseas jurisdiction.
- 9.3. Notwithstanding the above, the Authority may specify minimum contractual financial security requirements as appropriate having regard to the financial assessment undertaken during this

Procurement. Where the Authority specifies any financial security requirements, acceptance of the requirements shall be considered a mandatory condition and failure to accept the same may result in the Supplier's exclusion from the Procurement.

## **10. Costs**

- 10.1. Suppliers are responsible for meeting all costs they incur in participating in this Procurement. The Authority shall not be liable for any costs incurred by Suppliers and shall not make any contributions to Suppliers' costs.

## **11. Canvassing**

- 11.1. 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, the Authority may disqualify any Supplier which, in connection with this procurement:
- 11.1.1. offers any inducement, fee or reward to any member or officer of the Authority or any person acting as an adviser for the Authority in connection with the Project; or
  - 11.1.2. does anything which would constitute a breach of the Bribery Act 2010; or
  - 11.1.3. canvasses any of the persons referred to in paragraph 11.1.1 in connection with the Project; or
  - 11.1.4. contacts any officer of the Authority prior to the contract being awarded about any aspect of the Project in a manner not permitted by this ITT (including without limitation a contact for the purposes of discussing the possible transfer to the employment of the Supplier of such officer for the purpose of the Project).

## **12. Conflicts of interest**

- 12.1. Suppliers are responsible for ensuring that no actual, potential or perceived conflicts of interest (within the meaning of the Act) exist between themselves and the Authority or its advisers. Suppliers must notify the Authority immediately of any actual, potential or perceived conflict of interest.
- 12.2. A Supplier must ensure that each subcontractor, agent or adviser with which it engages in connection with the Procurement does not have a conflict of interest with the Authority or otherwise which may affect the Procurement. Where a Supplier identifies a conflict of interest, or the risk of a conflict of interest, it must disclose that conflict or risk to the Authority without delay and assist the Authority in management of that conflict or risk, to the extent that is possible.
- 12.3. In the event of any actual, potential or perceived conflict of interest, the Authority shall in its absolute discretion decide on the appropriate course of action. The Authority reserves the right to:
- 12.3.1. Exclude any Supplier that fails to notify the Authority of an actual, potential or perceived conflict of interest, or where an actual conflict of interest exists
  - 12.3.2. Request further information from any Supplier and require any Supplier to take reasonable steps to mitigate a conflict of interest. This may include requiring any Supplier to enter into a specific conflict of interest agreement with the Authority. Failure to do so may result in the Supplier being excluded from participating in, or progressing as part of, the Procurement.
- 12.4. The Authority reserves the right to exclude a Supplier from the process if a conflict of interest exists which cannot be effectively remedied by other less intrusive measures.
- 12.5. The Authority strongly encourages Suppliers to contact the Authority as soon as possible using the Portal should it have any concerns regarding actual, potential or perceived conflicts of interest.

## **13. Conflicts assessments**

- 13.1. The Authority confirms that, prior to the issue of the Tender Notice in this Procurement, a conflict assessment has been prepared in accordance with the Act.

## **14. Intellectual property**

- 14.1. Suppliers are reminded that all intellectual property rights, including copyright in the documents and materials supplied by the Authority and/or its advisers in this Procurement, in whatever format, belong to the Authority, its advisers or the relevant owner/licensor. Suppliers shall not copy, reproduce, distribute or otherwise make available any part of these documents to any third party (except for the purpose of preparing a submission) without the prior written consent of the Authority. All documentation supplied by the Authority in relation to this Procurement must be returned or destroyed on demand, without any copies being retained by Suppliers.
- 15. Not Used**
- 16. Anti-competitive behaviour**
- 16.1. Suppliers are reminded of their obligations under applicable competition laws. The Authority may require evidence from Suppliers that their arrangements are not anti-competitive and reserves the right to require any Supplier to comply with any reasonable measures which may be needed to verify that no anti-competitive arrangements are in place.
- 16.2. Any evidence of anti-competitive behaviour may result in a Supplier being disqualified from the Procurement. The Authority also reserves the right to refer any suspected breaches of applicable competition laws to the relevant authorities including, but not limited to, the Competition and Markets Authority and the Serious Fraud Office.
- 16.3. Suppliers should note that anti-competitive behaviour may result in the Supplier being excluded from bidding for contracts under Schedule 7, Paragraph 7 of the Act. Where a relevant decision has been made by the Competition and Markets Authority under the Competition Act 1998, the Supplier may also be excluded from bidding for contracts under Schedule 6, paragraph 41 and may be added to the debarment list and/or be liable for civil and/or criminal penalties.
- 17. Entry into contract**
- 17.1. A tender submission is an offer to enter into a contract on the terms of the contents of the submission. Tenders received will be offers capable of acceptance by the Authority. Notification of an award decision does not constitute acceptance by the Authority. Any document submitted by a Supplier shall only have contractual effect when it is contained within an executed written contract.
- 17.2. The Supplier's final tender submission must remain valid for acceptance for a period of 90 days from the date of its submission or until any procurement challenge(s) have been resolved.
- 18. Supplier withdrawal**
- 18.1. Suppliers may withdraw from the Procurement at any time before the final tender submission deadline by providing written notification to the Authority via the Portal.
- 18.2. In the event that a Supplier withdraws from the Procurement prior to the submission deadline for initial tenders, the Authority reserves the right (but shall not be obliged) to invite the next highest ranked Supplier that submitted a valid response to the invitation to participate but which attained a score that was not sufficiently high for it to be shortlisted, to be reinstated in the Procurement and invited to submit an initial tender.
- 19. Modifying your tender**
- 19.1. Suppliers may modify their submitted tenders prior to the submission deadline. (The Authority will not open tenders until after the submission deadline set out in the Procurement Timetable.)
- 20. Supplier eligibility**
- 20.1. Suppliers are reminded that the eligibility requirements of this document, Tender Notice and all other associated tender documents apply to the Procurement at all times.
- 20.2. The Authority reserves the right to require any Supplier to provide such information as the Authority may require (and for the avoidance of doubt, the Authority may make multiple requests) as to any issue addressed in the ITT, including, but not limited to, the economic and financial standing of the Supplier at any stage of the Procurement and prior to the notification of the award decision and/or the award of the contract.

## **21. Non-collusion**

- 21.1. Without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability that such conduct by a Supplier may attract, the Authority may disqualify any Supplier which, in connection with this procurement:
- 21.1.1. fixes or adjusts the amount of its submission by or in accordance with any agreement or arrangement with any other Supplier; or
  - 21.1.2. enters into any agreement or arrangement with any other person that it shall refrain from making a submission or as to the amount of any submission to be submitted; or
  - 21.1.3. causes or induces any person to enter into such agreement or arrangement as is mentioned in either 21.1.1 or 21.1.2 or to inform any Supplier of the amount or approximate amount of any rival submission; or
  - 21.1.4. communicates to any person other than the Authority the amount or approximate amount of its proposed submission (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the submission or where both are acting as members of a consortium which has made a submission).
- 21.2. Each Supplier is required to return a certificate confirming non-collusion with its submission – please see Part 7: Form of Tender.

## **22. Reserved rights**

- 22.1. The Authority reserves the right to change the basis of the procedures for or to discontinue this Procurement, and not to award a contract pursuant to it. The process does not in any way bind the Authority to award a contract. Under no circumstances shall the Authority incur any liability in respect thereof.
- 22.2. The Authority reserves the right to review the economic and financial standing or technical or professional ability of a Supplier if there are changes in the Supplier's circumstances at any time during the Procurement, particularly if there is a change to the constituent members of a consortium Supplier, or any change of identity, control, financial standing or other factor which may have affected the assessment of the Supplier at the pre-qualification stage. Following such a review, the Authority reserves the right to disqualify a Supplier if the changed circumstances mean that, had they arisen before the pre-qualification process, the Supplier would not have been shortlisted to be invited to tender and/or progressed to Stage 3 (Evaluation and Award Stage).

## **23. Consortia applications and group companies**

- 23.1. Where the successful Supplier is a consortium, the members of the consortium may be required to enter into the contract (and any other ancillary contracts) with the Authority on a joint and several basis.

## **24. Incomplete Tenders**

- 24.1. Suppliers must ensure that all documentation has been properly completed, and that all information requested in this ITT has been clearly and accurately stated in the tender submission, as failure to do so may result in the tender submission not being considered. Likewise, if a Supplier fails to provide any documentation subsequently requested as part of a Request for Documentation, this could result in the Supplier being excluded from the Procurement thereafter.
- 24.2. If it is apparent that a Supplier has submitted a fundamentally non-compliant tender submission in respect of any of the ITT requirements, the Authority may choose to reject that Tender and continue to assess the other Tenders, as appropriate. However, clarification may be sought from such a Supplier to determine whether their tender submission could be made complete and compliant. In the event that the Authority requires clarification in respect of such a tender submission, this must be provided to the Authority within two (2) Working Days of request.

## **25. Abnormally Low Tenders**

- 25.1. The Authority reserves the right, where it considers any Tender to be abnormally low, to request an explanation, in writing, from the Supplier of the prices or costs proposed in a Tender; and assess the information provided in the response by the Supplier. If the explanation and information

provided do not account, to the Authority's satisfaction, for the level of prices or costs proposed in the Tender, the Authority may reject the Tender.

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