



Part 1: Invitation To Tender

Contract Reference: RBGKEW1448

Art Installers & Transportation Framework

This document is for information

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1. INTRODUCTION

- 1.1. On [insert date] a Tender Notice was published by the Board of Trustees of the Royal Botanic Gardens, Kew (“RBG Kew”) on the Central Digital Platform inviting expressions of interest from Suppliers wishing to be selected to tender for Art Installation and Transportation Services. You are hereby invited to submit a tender in response to this opportunity.
- 1.2. This Invitation to Tender (ITT) has been issued alongside that Tender Notice. The procurement procedure being applied to this Contract is an “Open Procedure” under section 20(2)(b) of the Act.
- 1.3. This document describes how the Procurement will be conducted, including details of the associated Procurement timetable, participation and award criteria and how to respond to this opportunity. Suppliers are strongly encouraged to read this document before preparing their submission.
- 1.4. 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 rejection of any submission.**
- 1.5. This document should be read in conjunction with the Tender Notice and any other Procurement documents which have been made available.
- 1.6. The Invitation to Tender (ITT) consists of the following:

Part 1 – Invitation to Tender (this document)	For Information
Part 2 – Specification & Appendices Appendix 1 – Contractors Code of Practice Appendix 2 – Safeguarding Policy Appendix 3 – Health & Safety Policy Appendix 4 – Statutory Garden Regulations Appendix 5 – Biosecurity Guidelines	For Information
Part 3 – Terms and conditions of Contract	For Information
Part 4 – Procurement Specific Questionnaire (PSQ) Annex 1 – Supplier Information	For completion & submission (Only complete Annex 1 if the CDP is not available)
Part 5 – Technical response	For completion & submission
Part 6 – Commercial response	For completion & submission
Part 7 – Form of Tender	For completion & submission

- 1.7. RBG Kew reserves the right to issue updated versions of the documents listed in the table above and/or additional documents to Suppliers with any changes to the Procurement or any other new information.
- 1.8. **Please read and ensure compliance with the Procurement terms and conditions contained at Schedule 1 (Terms and Conditions of Participation).**
- 1.9. Common terms and expressions shall have the meanings in the Defined Terms in paragraph 2.3 below.
- 1.10. All references to a ‘section’ are to a section in the Act unless otherwise stated.
- 1.11. All references to a ‘paragraph’ are to a paragraph of this document unless otherwise stated.
- 1.12. 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).
- 1.13. **Defined Terms:** The following defined terms are used in this ITT:

Defined Term	Definition
Act	means the Procurement Act 2023.
Associated Suppliers	means a Supplier who is associated with another Supplier if either (a) the Suppliers are submitting a tender together, or (b) RBG Kew 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).
Call Off Contract	means the Contract between RBG Kew and Supplier(s) for future requirements instructed under the Framework Agreement
Central Digital Platform	means the online system defined by regulation 5(2) of the Procurement Regulations 2024 (SI 2024 No. 692). Central Digital Platform - Find a Tender
Commencement Date	means the date the contract shall commence to be advised by RBG Kew in the Contract Award Document to be issued to the Contractor in due course.
Contract	means the contract to be entered into by RBG Kew with the successful Supplier.
Excluded Supplier	A supplier is an 'excluded supplier' where RBG Kew considers, firstly, that a mandatory exclusion 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.
Excludable Supplier	A supplier is an 'excludable supplier' where RBG Kew considers, firstly, that a discretionary exclusion 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.
Framework Agreement	A framework agreement is the Contract between RBG Kew and Supplier(s) that establishes the requirement and Contract conditions that will apply to future orders or tasks (Call Off Contracts) that RBG Kew may enter into during the Contract term.
Open Procedure	means the open procedure as defined by section 20(2)(a) of the Act.
Portal	means the BiP Solutions Ltd, Delta e-tendering portal used by RBG Kew for the purposes of this Procurement and which can be accessed here https://www.delta-esourcing.com/
Procurement	This Open Procedure procurement process.
Procurement Timetable	The timetable for this Procurement as set out in this document.
Regulations	means the Procurement Regulations 2024
Standstill Period	means 8 working days from the date of the contract award notice
Supplier or Suppliers	means a supplier or suppliers (as the case may be) participating in the Procurement.
Tender Notice	means the tender notice with reference [insert reference] – published on [insert date]

2. PROCUREMENT PROCESS

- 2.1. Procedure and Evaluation** – The procedure being applied to this Procurement is detailed in paragraph 7 Evaluation and Award Methodology.
- 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** – RBG Kew may make a change to this ITT or the contract documents at any time by notice to all Suppliers remaining in the process. RBG Kew may also issue further information at any time by notice to all Suppliers remaining in the process.
- 2.5. Changes** – RBG Kew expressly reserves the right:
- 2.5.1. not to award any contract as a result of this Procurement process; and
 - 2.5.2. to make whatever changes it may see fit to the content and structure of the tendering competition and the contract(s). In no circumstances will RBG Kew 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** – RBG Kew reserves the right at any time for any reason to abandon the Procurement. As such, and notwithstanding any provision of this ITT, RBG Kew does not (by undertaking this Procurement) agree to accept any tender, including the most advantageous tender. In no circumstances will RBG Kew 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 process.
- 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 process does not have a conflict of interest with RBG Kew or otherwise which may affect the procurement process. Where a Supplier identifies a conflict of interest, or the risk of a conflict of interest, it must disclose that conflict or risk to RBG Kew without delay and assist RBG Kew in the management of that conflict or risk, to the extent that it is possible. RBG Kew 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:

Activity	Date & Time
Tender notice published	18/06/2025
Supplier unescorted site visits	21/06/2025 – 14/07/2025
Deadline for suppliers to submit clarification questions	08/07/2025
Deadline for submission of tenders	15/07/2025 – 12:00pm
Evaluation & clarification of submissions	16/07/2025 – 05/08/2025
Assessment summaries issued to Suppliers	02/09/2025
Intended publication of contract award notice	02/09/2025
Expected end of mandatory standstill period (8 working days)	12/09/2025
Contract Award Date (following expiry of standstill period)	16/09/2025

Intended commencement of contract	Late September 2025
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3.2. Suppliers should note that RBG Kew reserves the right to amend any of the dates and timescales referred to in this ITT at any stage in the tender process.

3.3. Site visit – If Suppliers would like to visit the sites prior to the deadline for submission of tenders, please provide the date of visit, number of attendees and names of the attendees to the following RBG Kew contacts:

Rebecca Harfield, Visitor Programmes Manager, r.harfield@kw.org

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

The site visits will be unescorted.

4. CONTRACT

4.1. Subject to clauses 2.5 and 2.6 above, RBG Kew will enter into a contract with the successful Supplier(s). The contract terms will incorporate those set out in Part 3 (Terms and Conditions of Contract) of the 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. A Framework Agreement will be set up as a result of this Procurement. A maximum of 3 Suppliers will be appointed to the Framework Agreement.

4.2.1. Call Off Contracts will be made against the Framework Agreement using the procedures detailed in Schedule 2.

4.3. The intended Commencement Date of the Contract is October 2025. The intended contract duration will be 2 years.

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

4.5. The estimated maximum value of the Contract across the maximum Contract term (4 years) is £1,920,000 (excluding VAT) an estimated annual value £220,000 (excluding VAT). A sum of £900,000 has been added to this value to allow for a potentially large project in 2028 that has not yet been confirmed.

4.6. RBG Kew 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.

4.7. Suppliers may not qualify the terms of the contract in their tender response.

4.8. Tenders submitted are offers capable of acceptance. Please see Schedule 1 (Terms and Conditions of Participation).

5. COMMUNICATION

5.1. Point of contact – RBG Kew 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 only through the Portal. No representative of a Supplier should contact any other person at RBG Kew on any matter connected to this procurement except with the prior approval of RBG Kew'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. For urgent assistance it is advisable to contact 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.

- 5.3. Requests for clarification** – Supplier 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 RBG Kew (through its designated point of contact) and if agreement cannot be reached RBG Kew may decline to answer the question if that would be, in RBG Kew’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 2 (Terms and Conditions of Participation) for more details.
- 5.5. Sharing information** – RBG Kew 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, unless otherwise instructed, 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.
- 6.3.** 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 RBG Kew on request.

Tendering Portal Area	Required Documents
Tenderbox	Procurement Specific Questionnaire (PSQ) - Suppliers must submit a completed PSQ using the template provided in Part 4: Procurement Specific Questionnaire of this ITT. If any Supplier and/or Associated Persons are not able to access the CDP to provide requested information in questions 6 and 9 pf Part 4: PSQ, Annex 1 – Supplier Information must also be completed and submitted.
Tenderbox	Technical Response – Suppliers must submit a completed technical response using the template provided in Part 5: Technical response of this ITT.
Tenderbox	Commercial Response – Suppliers must submit a completed commercial response using the template provided in Part 6: Commercial response of this ITT.
Tenderbox	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.

- 6.4. Format** – All Suppliers must submit one electronic copy of their tender submission using the Portal.
- 6.4.1.All documents submitted must be compatible with Microsoft software (e.g. Word, Excel, PDF). RBG Kew is unable to accept files created in Apple-based software such as Pages or Numbers.
- 6.4.2.Suppliers must take the time to familiarise themselves with using the Portal well in advance of the tender submission deadline. RBG Kew will not accept late submissions due to lack of familiarity with the Portal, or insufficient time allocated for uploading documents.
- 6.4.3.RBG Kew will not accept Tender submissions via email or the Portal message facility.
- 6.5. Language** – All submissions must be in English.

- 6.6. Word limit** – Suppliers must ensure that they comply with any stated word limit indicated in the Part 4: PSQ and Part 5 – Technical response template. Additional information in excess of any such word limit will be disregarded.
- 6.7. 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.
- 6.8. Date and time** – Tender submissions should be submitted using the Portal by the time and date detailed in the Procurement Timetable above.
- 6.8.1. RBG Kew may at its own absolute discretion extend the deadline for receipt of Tender submissions. Any extension to the deadline granted by RBG Kew will apply to all Suppliers.
- 6.8.2. 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.
- 6.9. 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

The most advantageous submission will be identified by the following process:

7.1. Stage One: Completeness Check

A complete submission is one which has been received by the deadline for submission of tenders, is substantially complete and complies substantially with the requirements of this ITT. Clarification and further information may be sought from Suppliers in order to determine if a submission is complete. RBG Kew may exclude at this stage any submission that is not complete and may reject any tender submission which is submitted late.

7.2. Stage 2: Procurement Specific Questionnaire

7.2.1. Exclusion of ‘excluded’ and ‘excludable’ suppliers

RBG Kew 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.

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

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

7.2.2. Application of conditions of participation

RBG Kew will check that each submission satisfies the conditions of participation set out in this ITT based on the PSQ submitted by the Supplier. RBG Kew 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
13	Terms & Conditions	Pass/Fail	Pass

14	Insurance	Pass/Fail	Pass
15	Health & Safety	Pass/Fail	Pass
16	Previous Experience	Pass/Fail	Pass

Suppliers must achieve at least the minimum pass score for all questions to be considered for the award of Contract. Any Supplier that does not achieve the minimum pass score for any question will be excluded at Stage 2 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, RBG Kew can ask any Supplier to submit their evidence at any point in the procurement process, 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.

7.3. Stage Three: Tender Submission

All submissions other than those rejected as not compliant, or not meeting the conditions of participation will be evaluated in accordance with this model.

All tender submissions 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.

7.3.1. Award Criteria

The award criteria against which Suppliers will be scored is detailed below.

Technical criteria		
No.	Question	Weighting
T1	<p>Considering section 3.1 of Part 2 Specification and other relevant information provided demonstrate in written form:</p> <p>Your transport and shipping capabilities to fulfil the requirements of this contract.</p> <p>Please use examples from previous clients to support your response</p>	15
T2	<p>Considering section 3.2 of Part 2 Specification and other relevant information provided please demonstrate in written form:</p> <p>Your in-house fabrication facilities and expertise to fulfil the requirements of this contract.</p> <p>Please use examples from previous clients to support your response</p>	15
T3	<p>Considering section 3.3 of Part 2 Specification and other relevant information provided please demonstrate in written form:</p> <p>Your art installation and deinstallation expertise to fulfil the requirements of this contract.</p> <p>Your response must include following:</p> <ul style="list-style-type: none"> a) Experience of working in a listed building and detail processes or mitigations you have put in place to protect the building b) How you have managed an installation at a location with challenging or restricted access c) The level of service provided by a project manager 	40

	Please use examples from previous clients to support your response.	
T4	Health and Safety Please Provide: An example Method statement and Risk assessment for a project that covers the complexities requirements listed in Section 6 of Part 2 Specification.	15
T5	Sustainability Demonstrate how you would meet the sustainability requirements detailed in Section 9 of Part 2 Specification.	10
Commercial Criteria		Weighting
Table of Rates (See Part 6: Commercial Response for details)		5
Total		100

7.3.2.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	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.
1	Poor	<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, RBG Kew lacks confidence that the Supplier understands the requirements and is not capable of delivering them.</p>
2	Below expectations	<p>The response contains some omissions and/or is not well supported by evidence / examples.</p> <p>As a result, RBG Kew has concerns about the Supplier's ability to deliver and that they have failed to meet a reasonable standard.</p>
3	Adequate	<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, RBG Kew 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	Good	<p>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.</p> <p>As a result, RBG Kew is confident that the Supplier understands the requirements and is capable of delivering them to a good standard.</p>

5	Excellent	<p>The response is comprehensive and well evidenced demonstrating expertise and knowledge incorporating value and other points of innovation aligned to RBG Kew'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, RBG Kew has a high level of confidence of the Supplier's experience and ability to deliver the requirements to a high standard.</p>
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Suppliers must score a minimum of 3 (Adequate) for all questions to be considered further for award of Contract.

7.3.3. Evaluation of Commercial Submissions

Suppliers' commercial response will be evaluated using an 'optimum pricing' model. RBG Kew 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 weighted scores for each Supplier will be calculated using the following formulae as shown in the examples in the table below:

$(\text{Optimum Price} - \text{Supplier's Price}) / \text{Optimum price} = \text{Conversion to Optimum Price}$, then

$(1 - \text{Conversion to Optimum Price}) \times \text{Maximum Weighting} = \text{Weighted Suppliers Score}$

Example

- 7 tenders provide a day rate prices
- the mean average of which is £400 which is the optimal price
- maximum score available is 30%.

Supplier	Day Rate	Optimum Price	Maximum Weighting	Conversion to Optimum Price	Weighted Suppliers Score
A	£150	£400	30	0.625	11.25
B	£310			0.225	23.25
C	£360			0.1	27.00
D	£400			0	30.00
E	£460			0.15	25.50
F	£470			0.175	24.75
G	£650			0.625	11.25

7.3.4. Tender Clarifications

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 or online meetings.

The original evaluation marks may then be refined to give a single revised score to reflect tender clarifications.

7.4. Stage Four: Final Score and Award

The final score will be calculated based on the Most Advantageous Tender by combining all the scored elements in accordance with the predefined weightings.

It is intended that the Contract shall be awarded to the highest scoring Supplier.

RBG Kew is not bound to accept the lowest offer Tender.

7.5. Stage Five: Standstill to entry into contract

RBG Kew will issue assessment summaries to the successful and unsuccessful Suppliers in accordance with regulation 31 of the Regulations. RBG Kew 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), RBG Kew intends to enter into a Contract with the successful Supplier.

RBG Kew may ask the successful Supplier 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.

RBG Kew 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 RBG Kew'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 RBG Kew 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, RBG Kew 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 RBG Kew 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. RBG Kew 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, RBG Kew will disclose on a confidential basis any information it receives from Suppliers during the Procurement to any third party engaged by RBG Kew for the specific purpose of assessing or assisting RBG Kew in assessing the Supplier's submission. In providing such information the Supplier consents to such disclosure.

4. Option to direct award

- 4.1. RBG Kew reserves the right to direct award as permitted under the Act. The Act allows a contracting RBG Kew 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 RBG Kew considers that the award of the contract using a competitive tendering procedure is not possible in the circumstances.

5. Confidentiality and publicity

- 5.1. Information provided by RBG Kew 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 RBG Kew, provided that such person has given an undertaking prior to the receipt of the relevant information (and for the benefit of RBG Kew) 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 RBG Kew. 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 RBG Kew may need to be disclosed and/or published by RBG Kew in compliance with its obligations pursuant to the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004. RBG Kew 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) which 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 5 – Response document
 - 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. RBG Kew 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 RBG Kew, subject to applicable law. Even where the information is identified as commercially sensitive, unless an exemption/exception provided for under the FOIA/EIR is applicable, RBG Kew will be obliged to disclose that information in response to a request. Accordingly, RBG Kew cannot guarantee that any information marked ‘commercially sensitive’ will not be disclosed.
- 7.5. Suppliers should be aware that, RBG Kew may disclose this information to its auditors where it sees fit and may have to disclose it so comply with the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2024.
- 7.6. RBG Kew may publish the names and contact details of organisations (and individuals named as contacts) who submit submissions.
- 7.7. At the conclusion of the tender process, information about the winning Supplier and its tender (including price information) may be published by RBG Kew.
- 7.8. Where a Supplier receives a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 during the Procurement, the request should be passed immediately to RBG Kew and the Supplier should not attempt to answer the request without consulting with RBG Kew.
- 7.9. RBG Kew is also subject to the Privacy & Electronic Communications Regulations 2003. We will process personal data pursuant to the UK General Data Protection Regulation, the Data Protection Act 2018 and the Privacy & Electronic Communication Regulations 2003, and any subsequent and/or superseding laws. If a Supplier is awarded the contract, RBG Kew will take steps to implement all relevant safeguards under data protection law to ensure the lawful transfer and processing personal data. This includes, but is not limited to, data protection contractual clauses, data protection impact assessments and further data protection due diligence.
- 7.10. It is preferred that Suppliers are established in the UK and that personal data be hosted in the UK. If the Supplier is established overseas or data will be hosted overseas, the Supplier must specify the data transfer mechanism and how personal data will be safeguarded when transferred.
- 7.11. Suppliers should familiarise themselves with the ‘Privacy notice for Suppliers’, which details the personal data we collect and the purposes for which we use it: [Procurement policy | Kew](#).
8. **Requirements on sub-contractors and consortium**

- 8.1. If requested to do so by RBG Kew, 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. RBG Kew 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, RBG Kew 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, RBG Kew may specify minimum contractual financial security requirements as appropriate having regard to the financial assessment undertaken during this Procurement. Where RBG Kew 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 process. RBG Kew 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 RBG Kew and without prejudice to any criminal liability which such conduct by a Supplier may attract, RBG Kew 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 RBG Kew or any person acting as an adviser for RBG Kew 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 clause 3.1.1 in connection with the Project; or
 - 11.1.4. contacts any officer of RBG Kew 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) exists between themselves and RBG Kew or its advisers. Suppliers must notify RBG Kew immediately of any actual, potential or perceived conflict of interest.
- 12.2. A Supplier must ensure that it and each subcontractor, agent or adviser with which it engages in connection with the procurement process does not have a conflict of interest with RBG Kew or otherwise which may affect the procurement process. Where a Supplier identifies a conflict of interest, or the risk of a conflict of interest, it must disclose that conflict or risk to RBG Kew without delay and assist RBG Kew in the 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, RBG Kew shall in its absolute discretion decide on the appropriate course of action. RBG Kew reserves the right to:
- 12.3.1. exclude any Supplier that fails to notify RBG Kew 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 the Supplier to enter into

a specific conflict of interest agreement with RBG Kew. Failure to do so may result in the Supplier being excluded from participating in, or progressing as part of, the Procurement process.

12.4. RBG Kew 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. RBG Kew strongly encourages Suppliers to contact RBG Kew 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. RBG Kew 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 RBG Kew and/or its advisers in this Procurement, in whatever format, belong to RBG Kew, 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 RBG Kew. All documentation supplied by RBG Kew 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. RBG Kew 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. RBG Kew 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 RBG Kew. Notification of an award decision does not constitute acceptance by RBG Kew. 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 eligibility

18.1. 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.

18.2. RBG Kew reserves the right to require any Supplier to provide such information as RBG Kew may require (and for the avoidance of doubt, RBG Kew may make multiple requests) as to any issued 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.

19. Non-collusion

- 19.1. Without prejudice to any other civil remedies available to RBG Kew and without prejudice to any criminal liability that such conduct by a Supplier may attract, RBG Kew may disqualify any Supplier which, in connection with this procurement:
- 19.1.1. fixes or adjusts the amount of its submission by or in accordance with any agreement or arrangement with any other Supplier; or
 - 19.1.2. 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
 - 19.1.3. causes or induces any person to enter into such agreement or arrangement as is mentioned in either clause 5.1.1 or 5.1.2 or to inform any Supplier of the amount or approximate amount of any rival submission; or
 - 19.1.4. communicates to any person other than RBG Kew 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).
- 19.2. Each Supplier is required to return a certificate confirming non-collusion with its submission – please see Part 7: Form of Tender.

20. Reserved rights

- 20.1. RBG Kew reserves the right to change the basis of the procedures for or to discontinue this procurement process, and not to award a contract pursuant to it. The process does not in any way bind RBG Kew to award a contract. Under no circumstances shall RBG Kew incur any liability in respect thereof.
- 20.2. RBG Kew 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 procedure, 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, RBG Kew 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).

21. Consortia applications and group companies

- 21.1. 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 RBG Kew on a joint and several basis.

22. Incomplete Tenders

- 22.1. 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 tender process thereafter.
- 22.2. If it is apparent that a Supplier has submitted a fundamentally non-compliant tender submission in respect of any of the ITT requirements, RBG Kew 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 RBG Kew requires clarification in respect of such a tender submission, this must be provided to RBG Kew within two (2) Working Days of request.

23. Abnormally Low Tenders

- 23.1. Where RBG Kew considers any Tender to be abnormally low, RBG Kew will request an explanation, in writing, from the Supplier of the prices or costs proposed in their tender submission; and assess the information provided in response by the Supplier. If the explanations and information provided do not account, to RBG Kew's satisfaction, for the level of prices or costs proposed in the Tender, RBG Kew may reject the Tender.

SCHEDULE 2: CALL OFF PROCEDURES

Framework Call off procedures

During the lifetime of the Contract, RBG Kew may call-off from this Framework Agreement in two different ways.

Option 1: Ranked direct award

Option 2: Further competition between all suppliers on the framework

The option chosen will depend upon the individual requirements of each programme.

Option 1: Direct Award

Direct Award to the top ranked Supplier. The ranking of the Suppliers is determined through the Framework Agreement ITT process.

Process

1. RBG Kew draft a Creative Brief/Specification and issue it to the top ranked supplier.
2. Supplier reviews the Creative Brief/Specification and provides a response in the required timescales in accordance with the method detailed in the Creative Brief
3. If the Supplier is unable to provide a response for any of the following reasons:
 - They do not have capacity to undertake the work; or
 - Cannot respond within the required timescales as detailed in the Brief; or
 - There are other relevant issues such as conflict of interest.

the second ranked supplier should be appointed. If the second ranked supplier cannot meet the need, the third ranked supplier should be approached. This process is repeated until a supplier can meet the requirements.

4. The relevant Supplier responds to the Creative Brief/Specification as per the method outlined in the documentation.
5. An Order (Call Off Contract) will be placed after RBG Kew has discussed its specific requirements with the Supplier and agreement has been reached as to timescales, methodology/approach, specific service requirements, key milestones and performance indicators to be met. The Standard Terms and Conditions of any call-off contract shall be as those stated in the Framework Agreement Contract

Option 2: Further Competition.

Further competition between all suppliers on the framework.

Process

1. RBG Kew to draft a Creative Brief/Specification and further competition documentation and issue to all suppliers
2. Suppliers to respond as per the method outlined in the further competition documentation
3. RBG Kew assess responses using the evaluation criteria below
4. RBG Kew places an Order (Call Off Contract) with the successful Supplier. The Standard Terms and Conditions of any call-off contract shall be as those stated in the Framework Agreement Contract.

Evaluation Criteria

Technical Criteria	Weighting
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Response to the Creative Brief/Presentation (project specific questions may be inserted)	Insert
Commercial Criteria	Weighting
Total Cost of the entire programme, including project management, site visits, materials, labour, delivery, install/derig, disposal.	Insert

The weightings for each criterion will differ for each further competition.

Technical criteria will be evaluated using the following scoring methodology:

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.
1	Poor	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. As a result, RBG Kew lacks confidence that the Supplier understands the requirements and is not capable of delivering them.
2	Below expectations	The response contains some omissions and/or is not well supported by evidence / examples. As a result, RBG Kew has concerns about the Supplier's ability to deliver and that they have failed to meet a reasonable standard.
3	Adequate	The response demonstrates an understanding of the requirement and provides an adequate level of assurance to support how the requirements will be met. As a result, RBG Kew 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.
4	Good	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, RBG Kew is confident that the Supplier understands the requirements and is capable of delivering them to a good standard.
5	Excellent	The response is comprehensive and well evidenced demonstrating expertise and knowledge incorporating value and other points of innovation aligned to RBG Kew's tender requirements. The response fully captures the understanding of the steps involved to deliver the aspects of the question posed. As a result, RBG Kew has a high level of confidence of the Supplier's experience and ability to deliver the requirements to a high standard.

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

- The lowest Total Cost will receive the maximum score available.
- The financial scores of the other Suppliers will be calculated using the following formula:

Supplier's Score =

(Lowest Total Cost/Total Cost of Supplier under evaluation x maximum score available)

END