



**INVITATION TO TENDER**

**Secret Structures - Seeing inside in the MSB, Wakehurst**

**RBGKEW/325**

## SECTION ONE: INSTRUCTIONS TO TENDER

### INTRODUCTION

You are hereby invited by Royal Botanic Gardens, Kew (the “Authority”) to submit a tender to meet the Authority requirements in accordance with this tender, ‘Secret Structures – Seeing inside in the MSB, Wakehurst’.

These instructions are designed to ensure that all Bidders are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified.

Bidders should read these instructions carefully before completing the Tender documentation. Failure to comply with these requirements for completion and submission of the Tender response may result in the rejection of the Tender. Bidders are advised to acquaint themselves fully with the extent and nature of the requirements and their associated contractual obligations.

These instructions constitute the full conditions of Tender and participation in the Tender process automatically signals that the Bidder accepts the conditions.

Please contact [procurement@kew.org](mailto:procurement@kew.org) if you have any doubt as to what is required or will have difficulty in providing the information requested.

The ITT comprises the following documents:

Part 1: Invitation to Tender and Specification (this document)	For Information
Part 2: Secret Structures Presentation	For Information
Part 3: Kew Terms and Conditions	For Information
Part 4: Technical Response Document	<b>For Completion by Bidder</b>
Part 5: Commercial Response Document	<b>For Completion by Bidder</b>

The Authority is utilising an electronic tendering tool to manage this procurement and communicate with Bidders. Accordingly, there will be no hard copy documents issued to Bidders and all communications with the Authority including the submission of Bidders responses will be conducted via Bravo: <https://defra.bravosolution.co.uk/web/login.html>.

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

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

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

The Authority shall not be committed to any course of action as a result of:

- issuing this ITT;
- an invitation to submit any response in respect of this procurement exercise;
- communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement exercise; or
- any other communication between the Authority (whether directly or by its agents or representatives) and any other party.

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

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

## **1. CONFIDENTIALITY**

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

- Bidders shall at all times treat the contents of the ITT and the Information as confidential, save in so far as they are already in the public domain;
- Bidders shall not disclose, copy, reproduce, distribute or pass any of the Information provided to any other person at any time or allow any of these things to happen;
- Bidders shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender; and
- Bidders shall not undertake any publicity activity within any section of the media.

Bidders may disclose, distribute or pass any of the Information to the Bidder's advisers, sub-contractors or to another person provided that either:

- This is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Bidder; or
- The Bidder obtains the prior written consent of the Authority in relation to such disclosure, distribution or passing of Information; or
- The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any contract arising from it; or
- The Bidder is legally required to make such a disclosure.

In the paragraphs above in this Section 3 the definition of 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.

The Authority may disclose detailed information relating to Tenders to its officers, employees, agents or advisers and the Authority may make any of the contract documents available for private inspection by its officers, employees, agents or advisers. The Authority also reserves the right to disseminate information that is materially relevant to the procurement to all Bidders, even if the information has only been requested by one Bidder, subject to the duty to protect each Bidder's commercial confidentiality in relation to its Tender (unless there is a requirement for disclosure under the Freedom of Information Act (FoIA), as explained below).

## **2. FREEDOM OF INFORMATION**

In accordance with the obligations and duties placed upon public authorities by the FoIA, the Authority may, acting in accordance with the Secretary of State's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the said Act, or the Environmental Information Regulations (EIR) be required to disclose information submitted by the Bidder to the to the Authority.

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

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

Where a Bidder identifies material as commercially sensitive, the Authority will endeavour to maintain confidentiality. Bidders should note, however, that, even where information is identified as commercially sensitive, the Authority may be required to disclose such information in accordance with the FoIA or the EIR. In particular, the Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Authority cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.

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

## **3. TENDER VALIDITY**

Your Tender should remain open for acceptance for a period of 60 days. A Tender valid for a shorter period may be rejected.

#### 4. TIMESCALES

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

DATE	STAGE
<b>Monday 28<sup>th</sup> November 2016</b>	ITT to be issued to Bidders by the Authority
<b>2pm, Monday 5<sup>th</sup> December 2016</b>	Closing date and time for receipt by the Authority of Tenders
<b>w/c 12<sup>th</sup> December 2016</b>	Evaluation of Tenders complete
<b>w/c 12<sup>th</sup> December 2016</b>	Notification of proposed appointment(s) & Purchase Order raised

#### 5. PREPARATION OF TENDER

Bidders must obtain at their own responsibility and expense, all information necessary for the preparation of Tenders. Bidders are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of the selection and evaluation process. Under no circumstances will the Authority, or any of their advisers, be liable for any costs or expenses borne by Bidders, sub-contractors, suppliers or advisers in this process.

Bidders are required to complete and provide all information required by the Authority in accordance with the conditions of Tender and the ITT. Failure to comply with the conditions and the ITT may lead the Authority to reject a Tender response.

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

Bidders must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding the requirements and their Tenders, without reliance upon any opinion or other information provided by the Authority or their advisers and representatives. Bidders should notify the Authority promptly of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents and/or any other information issued to them during the procurement process.

#### 6. TENDER SUBMISSION

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

The Authority may at its own absolute discretion extend the closing date and the time for receipt of Tenders specified above.

Any extension granted by the authority will apply to all Bidders.

You must submit your Tender via the Authority's e-tendering tool at <https://defra.bravosolution.co.uk/web/login.html> no later than the closing date and time specified. Tenders may be submitted at any time before the closing date. Tenders received before this deadline will be retained unopened until the opening date.

The Tenders must be separated into two discrete documents:

- a technical proposal which details how the Bidders propose to meet the Authority's requirements; and
- a commercial proposal which contains the completed pricing schedule provided with this ITT and any additional cost related material.

The technical proposal must not contain any price related material.

The commercial proposal shall contain all salient detail relating to the charges for the Bidders provision of the Authority requirements. Where appropriate this might include:

- detail on any list price discounts provided;
- any proposed volume discount model;
- price variation clauses and associated caps;
- any incentivised cost models that the Bidder may like to propose to the Authority; and
- any downstream savings identified by the Bidder that might be enabled via service improvement initiatives which shall be undertaken during the contract term.

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

Bidders should not include in the Tender any extraneous information which has not been specifically requested in the ITT including, for example, any sales literature, standard terms of trading etc.

## **7. CANVASSING**

Any Bidder who directly or indirectly canvasses any officer, member, employee, or agent of the Authority or its members concerning the establishment of the contract or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent concerning any other Bidder, Tender or proposed Tender will be disqualified.

## **8. DISCLAIMERS**

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

Neither the Authority nor their advisors, their respective directors, officers, members, partners, employees, other staff or agents makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the Information; or accepts any responsibility for the information contained in the Information or for their fairness, accuracy or completeness of that Information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such Information or any subsequent communication.

Any persons considering making a decision to enter into contractual relationships with the Authority following receipt of the ITT should make their own investigations and their own independent assessment of the Authority and its requirements and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the ITT or any other associated documents (including the contract Schedules) is only authorised to be provided following a query made in accordance with the provisions of this ITT.

Any contract concluded as a result of this ITT shall be governed by English law.

## **9. COLLUSIVE BEHAVIOUR**

Any Bidder who:

- fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or
- communicates to any party other than the Authority the amount or approximate amount of its proposed Tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security); or
- enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender; or
- enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or
- offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender, any act or omission,

shall (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Bidder may attract) be disqualified.

## **10. ACCEPTANCE AND ADMISSION**

The Bidder in submitting the Tender undertakes that in the event of the Tender being accepted by the Authority and the Authority confirming in writing such acceptance to the Bidder, the Bidder will

within 30 days of being called upon to do so by the Authority execute the contract in the form set out in this ITT or in such amended form as may subsequently be agreed.

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

## **11. CLARIFICATION**

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

The Authority will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time. The Public Contracts Regulation 2006 require that Contracting Authorities respond to any request for clarification at least four (4) days' before the deadline for receipt of Tenders. In order to satisfy this requirement, the Authority has designated a specific window of time to deal with clarification requests from Bidders

Clarification requests can be submitted to <https://defra.bravosolution.co.uk/web/login.html>

In order to ensure equality of treatment of Bidders, the Authority intends to publish the questions and clarifications raised by Bidders together with the Authority's responses (but not the source of the questions) to all participants on a regular basis. Bidders should indicate if a query is of a commercially sensitive nature and where disclosure of such query and the answer would, or would be likely to, prejudice its commercial interests.

If the Authority at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Bidders would potentially benefit from seeing both the query and Authority's response, the Authority will either invite the Bidder submitting the query to either declassify the query and allow the query along with the Authority's response to be circulated to all Bidders; or request the Bidder, if it still considers the query to be of a commercially confidential nature, to withdraw the query.

The Authority reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

## **12. LATE TENDERS**

Any Tender received at the designated point after **2pm** on **5<sup>th</sup> December 2016** may be rejected unless the Bidder can provide irrefutable evidence that the Tender was capable of being received by the due date and time.

## **13. MODIFICATION AND WITHDRAWAL**

Bidders may modify their Tender prior to the deadline by giving notice to the Authority in writing or via electronic submission to <https://defra.bravosolution.co.uk/web/login.html>. No Tender may be modified subsequent to the deadline for receipt.

The modification notice must state clearly how the Authority should implement the modification.



Bidders may withdraw their Tender at any time prior to the Deadline. The notice to withdraw the Tender must be in writing and sent to the Authority via <https://defra.bravosolution.co.uk/web/login.html>.

#### **14. RIGHT TO REJECT / DISQUALITY**

The Authority reserves the right to reject or disqualify a Bidder where:

- the Bidder fails to comply fully with the requirements of this ITT or is guilty of a serious misrepresentation in supplying any information requested in this ITT document; and/or
- the Bidder is guilty of serious misrepresentation in relation to its Tender; expression of interest; the PQQ and/or the Tender process; and/or
- there is a change in identity, control, financial standing or other factor impacting on the evaluation process affecting the Bidder.

#### **15. RIGHT TO CANCEL, CLARIFY OR VARY THE PROCESS**

The Authority reserves the right to:

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

#### **16. CUSTOMER REFERENCES**

Unless already taken up at an earlier stage in the procurement process and after the receipt of Tenders, the Authority may visit at least one customer reference site of the Bidder and may seek written references from any other designated customers which are not visited.

#### **17. AWARD NOTIFICATION**

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

All Bidders will be informed of the Authority decision in relation to contract award as soon as possible after the conclusion of the evaluation process.

Bidders should request additional feedback from the Authority and the Authority shall endeavour to provide this to the Bidder within 2 weeks of the request.

#### **18. EVALUATION**

The Tender process will be conducted to ensure that Tenders are evaluated fairly to ascertain the most economically advantageous tender.

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

Tenders shall be evaluated in accordance with the process below:

Criteria	Sub-criteria	Weighting
Technical Performance	1) Please provide examples of similar projects that you have undertaken for visitor-facing organisations that included the elements of project management and/or exhibition design	15%
	2) Please provide examples of similar projects that you have undertaken for visitor-facing organisations that included procurement or manufacture and install of exhibition/display systems e.g. display cases, multimedia capability, interactivity, moveable or fixed systems	15%
	3) Please list the relevant skills and/or qualifications directly applicable to this tender of key personnel who will be working on this project	10%
	4) If sub-contraction is required, please explain how you appoint, and manage your sub-contractors. If no sub-contraction is required, i.e. all elements will be provided in-house please state this too	5%
	5) Please confirm that you can complete the project in the given timescale. This is to be evidence in the form of a programme including how you will deliver the project.	15%
Commercial	Total cost	40%
	<b>Total</b>	<b>100%</b>

## Scoring Mechanism

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

<b>5</b>	<b>Very Good</b>	Response is completely relevant covering all aspects of the requirement. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full.
<b>4</b>	<b>Good</b>	Response is relevant and good. The response is sufficiently detailed to demonstrate a good understanding and provides details on how the requirements will be fulfilled.
<b>3</b>	<b>Satisfactory</b>	Covers the majority of aspects required with only a few minor gaps in the response. Demonstrates a broad understanding of the requirement but lacks details on how the requirement will be fulfilled.
<b>2</b>	<b>Poor</b>	Partially demonstrates ability to meet requirement specified but lacking information or detail on a number of areas.
<b>1</b>	<b>Very poor</b>	Limited evidence of ability to meet requirement with significant gaps in the response and/or serious concerns.
<b>0</b>	<b>Unsatisfactory</b>	Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.

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

$$\text{Tender Score} = (\text{Lowest Total Cost} / \text{Tender Total Cost}) \times \text{available marks}$$

Contract will be awarded to the Bidder(s) who, in the opinion of the Authority at the conclusion of the evaluation, offers the most economically advantageous Tender(s) to the Authority having regard to the award criteria.

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

## **SECTION TWO: SPECIFICATION**

Section two of this ITT sets out the requirement for which the Authority invites Bidders to submit a Tender Response.

### **1. INTRODUCTION**

The purpose of this commission is to contract a design partner to develop a clearly designed public exhibition and suite of display mechanisms for the 'Secret Structures – Seeing inside in the MSB, Wakehurst' temporary exhibition to be launched in the Millennium Seed Bank Atrium at Wakehurst, February 2017 and on public display through to August 2017.

This will include the following constituent elements:

- Project management, development, design, production and install of the supporting exhibition
- Development and install of a reusable, modular, moveable display system

### **2. BACKGROUND**

The Royal Botanic Gardens, Kew's mission is to be the global resource for plant and fungal knowledge and the world's leading botanic garden. RBG Kew was founded in 1759 and operates across two sites: Kew Gardens in London, a UNESCO World Heritage Site, and a second garden based at Wakehurst in Sussex, which is the home of RBG Kew's Millennium Seed Bank (MSB). The aim for the Millennium Seed Bank Partnership (MSBP) is to conserve 25% of the world's plant species by 2020 working with partners in 50 countries around the world. We use the power of our science and the rich diversity of our gardens and collections to provide knowledge, inspiration and understanding of why plants matter to everyone.

Through the 'Secret Structures – Seeing inside in the MSB, Wakehurst' exhibition RBG Kew wants to showcase to its visitors the inner workings and reveal the scientific processes, people and stories linked to four key objects: a slipper orchid, an oak section, a carved walnut and a whole Brazil nut fruit. These objects have been micro-CT-scanned and visitors will be able to manipulate the scans on a digital interactive table, interact with displays revealing science connections and stories linked to the objects, and see the beauty of the seeds of the orchid and Brazil nut explored through contemporary artist installations.

A high proportion of visitors to Wakehurst are repeats coming to see the ever-changing gardens. These repeat visitors tend not visit the MSB Atrium as part of their regular journey as it is currently a more static and unchanging experience. 'Secret Structures – Seeing inside in the MSB, Wakehurst' is a chance to develop good processes and protocols for hosting temporary exhibitions that encourage visitors to include the MSB Atrium as part of their regular experience.

The exhibition will be located in the central space of the MSB Atrium. Surrounding the central space are science labs which visitors can view through glass into and via interpretive displays follow the journey a seed takes from 'checking in' to the MSB, to being stored and then 'checking out' of the MSB to be used in regeneration projects around the world.

The Atrium is an unmanned space and currently there is limited and insufficient scope for displaying objects, audio, visual and interpretive materials to the public. The central floor space is also a multi-use space available for temporary exhibitions, corporate hire, school workshops and public programming thus requiring the developed displays to be moveable as needed. 'Secret Structures – Seeing inside in the MSB, Wakehurst' exhibition provides an ideal opportunity to properly scope out

a reusable, modular and moveable display mechanism that can house video, audio, lighting, objects and panels that can be reused and reconfigured as a legacy for future exhibitions.

### **3. RBG KEW CONTACT DETAILS**

Astrid Krumins, Interpretation Manager

### **4. SCOPE OF THE REQUIREMENTS**

The key deliverable for this project is the 'Secret Structures – Seeing inside in the MSB, Wakehurst' exhibition with the following constituent elements (all developed in parallel)

#### **A) Project management, development, design, production and install of the supporting exhibition**

- The contracted team will work in conjunction with key RBG Kew staff from science, interpretation, programming and logistics.
- The contracted team will be responsible for the project management, development, design, production and install of the supporting exhibition (i.e. not directly the digital table or the artist installation elements, although these must flow coherently together with the supporting displays).
- Content will be provided by the RBG Kew Interpretation team who will work alongside the contracted team to develop the exhibition.
- The contracted team and RBG Kew staff will work together to ensure that the digital table and artist installation elements form a coherent whole alongside the supporting exhibition.

#### **B) Development and install of a reusable, modular, moveable display system**

- The display system must be in keeping with architectural and scientific characteristics of the MSB building.
- The system must be easily moveable by staff to allow floor space for corporate hire use etc.
- The system must include options for audio, video, object display and lighting.
- The system must be fully reusable for future exhibitions and displays.
- Training to be provided for RBG Kew staff in install/derig of the display system.

### **5. DELIVERY DATES**

The exhibition launches to the public on Friday 18 February 2017. Install of the exhibition will be the week of 13 February 2017 at the latest.

### **6. OUTPUTS**

The outputs will need to satisfy the requirements of the RBG Kew Trustees, the Kew Foundation Trustees, Head of Programmes and Learning and the Director of Wakehurst

## **7. EXPERIENCE**

The Consultancy must have a background in science exhibition development and a proven track record/experience of:

- Developing public exhibitions with a science context.
- Developing and installing display mechanisms and systems.
- Working within complex stakeholder environments.

## **8. REFERENCES**

- 'Secret Structures – Seeing inside in the MSB, Wakehurst' presentation of needs and desires.