



INVITATION TO TENDER (ITT)

3D Design Services for the Temperate House

RBGKEW/288

Date: August 2016

Part One: Invitation to Tender and Scope

(This document is for information)

SECTION ONE: INSTRUCTIONS TO TENDER

1. INTRODUCTION

You are hereby invited by Royal Botanic Gardens, Kew (the “Authority”) to submit a proposal to meet the Authority’s requirements for a **3D Design Services for the Temperate House** as detailed in this ITT. This ITT is issued via Bravo.

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 their bid documentation. Failure to comply with these requirements for completion and submission of the response may result in the rejection of the bid. 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 the bid process and participation automatically signals that the Bidder accepts these conditions.

Please contact Amy Barber via Bravo 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 Scope	For Information
Part 2: Environmental Policy	For Information
Part 3: Kew Brand Guidelines	For Information
Part 4: Kew Gardens Design Brief - 3D Designer	For Information
Part 5: LOW RES_Kew Guidelines Full Rev1	For Information
Part 6: RIBA plan of work	For Information
Part 7: THPP Interpretation Strategy	For Information
Part 8: Terms and Conditions	For Information
Part 9: Contractors HSE&S Code of Practice Receipt	For Completion
Part 10: Contractors HSE&S Code of Practice v3	For Information
Part 11: Kew Record Document Format v3	For Information
Part 12: Technical Response Document	For Completion
Part 13: Commercial Response Document	For Completion

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 bid and reserves the right not to conclude a contract for some or all of the requirements for which bids are invited.

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

2. 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 bid; 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 bid to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the 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 2 the definition of 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.

The Authority may disclose detailed information relating to bids to its officers, employees, agents or advisers and the Authority may make any of the contract documents available for private inspection by its officers, employees, agents or advisers. The Authority also reserves the right to disseminate information that is materially relevant to the procurement to all 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 bid (unless there is a requirement for disclosure under the Freedom of Information Act (FoIA), as explained below.

3. 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.

4. TRANSPARENCY

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

Bidders submitting a response should be aware that if they are awarded a Contract, the tender documents and any resulting Contract between the Bidder and the Authority will be published on the Contracts Finder website <https://online.contractsfinder.businesslink.gov.uk/>. In some circumstances, limited redactions will be made to some contracts before they are published in order to comply with existing law and for the protection of national security.

5. CONTRACT

The contract will be awarded in September 2016.

The contract terms and conditions will be the NEC 3 Professional Services.

6. TENDER VALIDITY

Your bid should remain open for acceptance for a period of sixty (60) days from the deadline date for Bidder responses.

A bid valid for a shorter period may be rejected by the Authority.

7. 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
10 th August 2016	ITT to be issued to Bidders by the Authority
12pm 24 th August 2016	Closing date and time for return of completed bids
w/c 19 th September 2016	Award notification
w/c 26 th September 2016	Contract Commencement

8. PREPARATION OF BIDS

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

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 bids 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 bids, 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.

9. BID SUBMISSION

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

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

You must submit your bid to Amy Barber via Bravo no later than **12:00pm on Wednesday 24th August 2016**. Bids may be submitted at any time before the closing date. Bids received before this deadline will be retained unopened until the closing date. E-mails over 10MB in size will not be accepted by the mailbox.

The documents to complete are as follows:

Part 9: Contractors HSE&S Code of Practice Receipt
Part 12: Technical Response Document
Part 13: Commercial Response Document

The technical proposal must not contain any price related material.

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

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

10. 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, the bid or proposed bid will be disqualified.

11. 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 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.

12. 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.

13. ACCEPTANCE AND ADMISSION

The Bidder undertakes that in the event of the bid 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 bid.

14. 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. Bidders should ensure that any clarifications are submitted to the Authority in sufficient time to enable a response and, subsequent consideration by Bidders, before the prescribed deadline date. All clarification requests should be submitted via Bravo

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. 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.

15. LATE BIDS

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

16. MODIFICATION AND WITHDRAWAL

Bidders may modify their bid prior to the deadline by giving notice to the Authority in writing or via electronic submission via Bravo. No bid 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 bid at any time prior to the Deadline or any other time prior to accepting the offer of a Contract. The notice to withdraw the Tender must be in writing and sent to via Bravo.

17. 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; or
- the Bidder is guilty of serious misrepresentation in relation to its Tender; expression of interest; and/or the Tender process;

18. 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).

19. EVALUATION

The Authority shall evaluate the selected proposals submitted by Bidders in accordance with the model below.

Criteria	Weighting
Describe your experience of designing 3D furniture and interactive housings in a heritage, highly interpreted interior. Provide a minimum of two examples.	14%
Describe your experience of coordinating different design disciplines to deliver a seamless visitor experience in a Botanical Garden/historic interior/museum. Provide a minimum of two examples.	14%
Detail your experience of working within multidisciplinary teams that include design as well as content, wayfinding, horticulture and science.	14%
Provide illustrative material of projects you've worked on in Grade I listed buildings/ Botanical Gardens/ UNESCO World Heritage Sites.	14%
Demonstrate your understanding of working from concept design to installation completion using the RIBA stages.	14%
Cost – provide a breakdown of services and costs	30%
Total	100%

Scoring Mechanism

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

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

The commercial elements of the bid will be assessed on a Total Cost basis to ensure that solutions can be compared equally.

A Total Cost for each bid will be calculated to be inserted into the following formula

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

in accordance with the central Government Lowest Cost Scoring Methodology. 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(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 selection and award criteria.

20. AWARD NOTIFICATION

The Authority will notify the successful Bidder(s) of their admission to the contract in writing (by e-mail). All Bidders will be informed of the Authority's 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 a reasonable timeframe on request.

SECTION TWO: SCOPE



Scope

3D Design Services for the Temperate House

RBGKEW/288

Date: August 2016

1. SUMMARY

The Temperate House Precinct Project (THPP) requires the appointment of a 3D designer experienced at working in heritage/scientific organisations. The designer must have a strong understanding of the needs of audiences in an interpreted environment that includes historic buildings, planting and a strong story of scientific endeavour. Experience in developing and delivering structures for interactive exhibits and wayfinding is a must, alongside demonstration of a strong ability in co-ordination and managing of different elements of a scheme to deliver an outstanding visitor experience.

2. BACKGROUND

An important part of the THPP project is the revitalisation of the visitor experience and public outreach programme that Kew has to offer. This element of the project is referred to as the 'Activity Plan' and aims to drive overall growth in both the number and diversity of visitors as well as increase visitor related income. Key to delivering a successful visitor experience is the design and installation of a new interpretation programme for the THPP. The role of the 3D designer position would be to coordinate the overall delivery of the three-dimensional elements of the interpretive programme, management of the graphics packages and coordination of the internal fit-out.

The THPP is closely aligned with the objectives of the Heritage Lottery fund to deliver outcomes for heritage, communities and people. It is an essential element of Kew's Rolling Strategic Business Plan, Landscape Master Plan, mission and public purpose. A full Business Plan and detailed description of the THPP Activity Plan can be found on the Kew T-drive.

3. RBG KEW CONTACT DETAILS

Heather Mayfield
Temperate House Activity Plan Lead

Lyn Modaberi
Head of Design & Production

Georgina Darroch
Temperate House Project Coordinator

4. SCOPE OF THE REQUIREMENTS

Responsibilities include:

- Developing and delivering all 3D design within the Temperate House including furniture, interactive housings, plant housings, interpretive structures.
- Developing and delivering wayfinding as required for the Temperate House project.
- Ensuring the construction and delivery of all 3 D design and managing its construction and fit-out on and off-site, meeting all of Kew Garden's stringent environmental requirements.

- Managing the co-ordination of 2D design and 3D design ensuring that all works well for visitors and enhances the visitor experience.
- Managing the co-ordination of horticulture and fit-out teams to ensure that interpretive fit-out is managed and co-ordinated on site and delivers an outstanding visitor experience within the Temperate House.

Please refer to the appendix for the Temperate House 3D design brief and Temperate House Interpretation Strategy.

5. DELIVERY DATES

Appointment: September 2016

Concept design: January 2017.

Detail design: April 2017.

Tender issued: May 2017

Build: July to October 2017

Co-ordination required throughout the programme until end of installation May 2018.

Completion and snagging June 2018.

These delivery dates are to provide an indicative outline. The programme could be subject to delay by construction progress.

6. DEPENDENCIES

Kew, internal departments:

Director of Horticulture, Learning & Operations (Project SRO)
 Horticulture
 Design Team
 Digital Media
 Interpretation
 Learning & Participation
 Estates
 Science
 Temperate House Project Office
 Foundation

External:

ISG (main contractor)
 Turner & Townsend (client project manager)

7. SECURITY

Whilst on site Kew's health and safety policies and procedures must be adhered to. A contractor induction will be provided and all provided H&S documents must be read and signed.

The Temperate House site is managed by ISG and is therefore under ISG's health and safety policy. A site induction will be provided and contractors must have their CSCS certification before operating on the site unaccompanied.

8. STANDARDS

Please refer to the appendix for the following Kew standards:

- Kew Brand Guidelines
- RIBA plan of work
- Kew Environmental Policy

9. CONSTRAINTS

Kew is an access controlled site and passes will be operational between 06.00 and 20.30.