



Part 1 - Invitation to Tender (ITT)

Contract Reference: RBGKEW1418

**Kew Gardens & Wakehurst Creative Programming Framework**

This document is for information

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## 1. INTRODUCTION

- 1.1 You are hereby invited by the Board of Trustees of the Royal Botanic Gardens, Kew (RBG Kew) (“the Authority”) to participate in this Procurement process for Creative Programming Services
- 1.2 The Services for this contract will be split across two lots. Suppliers can submit a response for one or both lots. The lots are:

### Lot 1: Design & Fabricate

- Interactive installations
- Stand-alone vignettes
- Set dressing
- Props
- Wayfinding
- Interpretation panels

### Lot 2: Theatrical Performance

- Narrative and script development
- Experience development
- Stage sets
- Installations
- Props
- Costumes
- Music and choreography
- Cast

- 1.3 The contract award will be made by the Authority for the benefit of itself and RBG Kew Enterprises Ltd. RBG Kew Enterprises Limited (a company limited by shares, Number 02798886) whose registered office is at Royal Botanic Gardens, Kew, Richmond, Surrey TW9 3AB (Enterprises), is a wholly-owned subsidiary of RBG Kew; Enterprises is a wholly owned trading subsidiary of RBG Kew with the object to carry on business which is incidental to RBG Kew’s functions, to raise funds for RBG Kew to use for its charitable purposes. Enterprises engages in commercial and revenue-generating activities and gift aids its taxable profits to RBG Kew.
- 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 the 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 at this stage of the Procurement.
- 1.6 This ITT consists of the following:

Document	Purpose
Part 1: Invitation to Tender (this document) Annex 1: Supplier Information Questionnaire	For Information
Part 2: Specification & Appendices Appendix 1: Creative Brief for Lot 1: Design & Fabricate: Bear Hunt Appendix 2: Creative Brief for Lot 2: Theatrical Performance: Fabulous Fungi Appendix 3: Previous Programmes Examples Appendix 4: Contractors Code of Practice Appendix 5: Safeguarding policy Appendix 6: Health and safety policy Appendix 7: Statutory Garden Regulations Appendix 8: Biosecurity Guidelines	For Information

Part 3: Terms and conditions	For Information
Part 4: Procurement Specific Questionnaire (PSQ)	<b>For completion &amp; submission</b>
Part 5: Technical response	<b>For completion &amp; Submission</b>
Part 6: Commercial response	<b>For completion &amp; Submission</b>
Part 7: Form of Tender	<b>For completion &amp; Submission</b>

- 1.7 The Authority reserves the right to issue updated versions of the documents listed in the table above and/or additional documents to Suppliers as and when the need arises, in order to reflect the corresponding stage of the Competitive Flexible Procedure, together with any changes to the Procurement or any other new information.
- 1.8 All references to a 'section' are to a section in the Act unless otherwise stated.
- 1.9 All references to a 'paragraph' are to a paragraph of this document unless otherwise stated.
- 1.10 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).

## 2. PROCUREMENT OPPORTUNITY

- 2.1 On [insert date] a tender notice was published by the Authority on the Central Digital Platform inviting expressions of interest from organisations wishing to be selected to tender for the above opportunity.
- 2.2 This invitation has been issued alongside that tender notice.
- 2.3 **Defined Terms** – the following defined terms are used in this ITT

Defined Term	Definition
<b>Act</b>	means the Procurement Act 2023.
<b>Associated Suppliers</b>	means a Supplier who is associated with another Supplier if either (a) the Suppliers are submitting a tender together, or (b) the Authority is satisfied that the Suppliers will enter legally binding arrangements to the effect that the Supplier will sub-contract the performance of all or part of the Contract to the other, or the other Supplier will guarantee the performance of all or part of the Contract by the Supplier (as set out in section 22(9) of the Act).
<b>Authority</b>	means Royal Botanic Gardens, Kew (RBG, Kew)
<b>Call Off Contract</b>	means the Contract between the Authority and Supplier(s) for future requirements instructed under the Framework Agreement
<b>Central Digital Platform</b>	means the online system defined by regulation 5(2) of the Procurement Regulations 2024 (SI 2024 No. 692).
<b>Commencement Date</b>	means the date the contract shall commence to be advised by the Authority to the successful Supplier in due course.
<b>Competitive Flexible Procedure</b>	means the competitive flexible procedure as defined by section 20 of the Act.
<b>Contract</b>	means the contract to be entered into by the Authority with the successful Supplier(s).

<b>Excluded Supplier</b>	A supplier is an ‘excluded supplier’ where the contracting authority considers, firstly, that a <a href="#">mandatory exclusion</a> ground applies to the supplier or an associated person and, secondly, that the circumstances giving rise to the exclusion ground are continuing or likely to occur again. A supplier will also be an excludable supplier where a Minister of the Crown has already determined this – i.e. where the supplier or an associated person is on the debarment list because of a mandatory exclusion ground.
<b>Excludable Supplier</b>	A supplier is an ‘excludable supplier’ where the contracting authority considers, firstly, that a <a href="#">discretionary exclusion</a> ground applies to the supplier or an associated person and, secondly, that the circumstances giving rise to the exclusion ground are continuing or likely to occur again. A supplier will also be an excludable supplier where a Minister of the Crown has already determined this – i.e. where the supplier or an associated person is on the debarment list because of a discretionary exclusion ground.
<b>Framework Agreement</b>	A framework agreement is the Contract between the Authority and Supplier(s) that establishes the requirement and Contract conditions that will apply to future orders or tasks (Call Off Contracts) that the Authority may enter into during the Contract term.
<b>Portal</b>	means the BiP Solutions Ltd, Delta e-tendering portal used by the Authority for the purposes of this Procurement and which can be accessed here <a href="https://www.delta-esourcing.com/">https://www.delta-esourcing.com/</a>
<b>Procurement</b>	This Competitive Flexible Procedure procurement process.
<b>Procurement Timetable</b>	The timetable for this Procurement as set out in this document.
<b>Standstill Period</b>	means 8 working days from the date of the contract award notice
<b>Supplier or Suppliers</b>	means a supplier or suppliers (as the case may be) participating in the Procurement.
<b>Tender Notice</b>	means the tender notice with reference <a href="#">[insert reference]</a> published on <a href="#">[insert date]</a>

### 3. INDICATIVE PROCUREMENT TIMESCALES

3.1 The intended Procurement timetable is as follows: -

Stage	Activity	Date
Stage 1	Publication of Tender Notice	02/04/2025
	Issue of ITT and tender documents	02/04/2025
	Site Visits (see below for further details)	04/04/2025 - 27/04/2025
	Deadline for receipt of Stage 1 clarification questions	23/04/2025 – 3:00pm
	Deadline for return of Stage 1 PSQ	28/04/2025 – 11:00am

	Notify Suppliers of Stage 1 shortlist and invite successful Suppliers to Stage 2	30/04/2025
	Issue feedback to Stage 1 unsuccessful Suppliers	28/05/2025
<b>Stage 2</b>	Arrange Presentation meetings with Stage 2 Suppliers	05/05/2025 – 14/05/2025
	Deadline for receipt of Stage 2 clarification questions	28/05/2025 – 12:00pm
	Deadline for return of Stage 2 tender submissions	03/06/2025
	Supplier Presentations	10/06/2025, 17/06/2025, 19/06/2025
<b>Stage 3</b>	Preferred Supplier negotiations if required	03/07/2025 – 14/07/2025
<b>Stage 4</b>	Despatch of assessment summaries to all participating Suppliers	22/07/2025
	Intended publication of contract award notice	22/07/2025
	Expected end of mandatory Standstill Period	30/07/2025
	Contract award notification to successful Suppliers	Following expiry of standstill period
	Intended Contract Commencement Date	31/08/2025

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

3.3 **Site visits** – If Suppliers would like to visit the sites during this tender process, please provide the date of visit, number of attendees, contact name and contact details for one person to the following Authority contacts:

**Wakehurst:** Madeline Quinn, Programmes Coordinator, m.quinn@kew.org

**Kew Gardens:** Sophie Shillito, Visitor Programmes Manager, s.shillito@kew.org

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

To maximise your site visit it is recommended that you visit during the Easter period to see the current programmes. The Easter programme is running at both sites from 5<sup>th</sup> April 2025 until 21<sup>st</sup> April 2025.

#### 4. PROCUREMENT PROCESS

- 4.1 **Procedure and Evaluation** – The procurement procedure being applied to the Contract is a “competitive flexible” procedure under section 20(2) of the Act. The procedure being applied is set out in detail in Schedule 1 (Evaluation and Award Methodology). Tenders will be evaluated in accordance with Schedule 1.
- 4.2 **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 2 of this ITT.
- 4.3 **Documents** – All information relevant to this opportunity can be found on the Central Digital Platform and the Portal.

- 4.4 **Further information** – The Authority may make a change to this ITT or the contract documents at any time by notice to all Suppliers remaining in the process. The Authority may also issue further information at any time by notice to all Suppliers remaining in the process.
- 4.5 **Changes** – The Authority expressly reserves the right:
- 4.5.1 not to award any contract as a result of this Procurement process; and
  - 4.5.2 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 the Authority be liable for any costs incurred by the Suppliers as a result of any such change or decision not to award.
- 4.6 **Ending the procurement** – The Authority reserves the right at any time for any reason to abandon the Procurement. As such, and notwithstanding any provision of this ITT, the Authority does not (by undertaking this Procurement) agree to accept any tender, including the most advantageous tender. In no circumstances will the Authority be liable for any costs incurred by the Suppliers if the Procurement is abandoned.
- 4.7 **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.
- 4.8 **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 the Authority 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 the Authority without delay and assist the Authority in the management of that conflict or risk, to the extent that it is possible. The Authority reserves the right to exclude a Supplier from the process if a conflict of interest exists which cannot be effectively remedied by other less intrusive measures.
- 5. CONTRACT**
- 5.1 Subject to paragraphs 4.5 and 4.6 above, the Authority will enter into a contract with the successful Supplier(s). The contract terms will be those set out in Part 3 (Terms and Conditions of Contract) of this ITT. No other terms that the Supplier seeks to impose or incorporate, or which might otherwise be implied by trade, custom, practice or course of dealing shall apply.
- 5.2 The intended Commencement Date of the Contract is 31<sup>st</sup> August 2025. The intended contract duration will be 2 years.
- 5.3 The Contract may be extended by a further 2 years at the Authority’s sole discretion, by the Authority giving the Supplier not less than 1 (one) months’ notice prior to the expiry of the initial Contract.
- 5.4 The estimated maximum value of the Contract across the maximum Contract term (4 years) is £1,500,000 (excluding VAT) an estimated annual value of £375,000 (ex VAT). The approximate split across the lots is as follows:
- Lot 1: Design & Fabricate £1,000,000 (ex VAT)
  - Lot 2: Theatrical Performance £500,000 (ex VAT)
- 5.5 The Authority does not undertake to purchase Goods and/or Services exclusively from the Supplier and does not undertake to purchase any minimum quantities or place any minimum orders from or with the Supplier. Any quantities and/or values of Goods and/or Services stipulated in this ITT should be considered non-binding and indicative estimates only.
- 5.6 Suppliers may not qualify the terms of the contract in their tender response.
- 5.7 A Framework Agreement will be set up as a result of this Procurement process. Up to 5 Suppliers will be appointed to each lot under the Framework Agreement. Call Off Contracts will be made against the Framework Agreement using the procedures detailed in Schedule 3.

5.8 Tenders submitted are offers capable of acceptance. Please see paragraph 17.1 of Schedule 2 (Terms and Conditions of Participation).

## 6. COMMUNICATION

6.1 **Point of contact** – The Authority will conduct all communication relating to this procurement through the Portal. That is the designated point of contact. Suppliers must be registered on the Portal. Suppliers can register via this link <https://www.delta-esourcing.com/delta/signup.html?userType=supplier>, if they are not already registered.

6.2 **Single point communication** – Suppliers must communicate, including submitting requests to participate and tender submissions, only through the Portal. No representative of a Supplier should contact any other person at the Authority on any matter connected to this procurement except with the prior approval of the Authority's designated point of contact

6.2.1 If a Supplier experiences any technical difficulties whilst using the Portal, they should contact the BiP Solutions Ltd - Delta - helpline via telephone on 0800 923 9236 or Email: [helpdesk@delta-esourcing.com](mailto:helpdesk@delta-esourcing.com). For urgent assistance it is advisable to use the helpline telephone number.

6.2.2 If a Supplier has not been able to resolve the issue via the helpline and is unable to access the Portal, the Supplier should contact [procurement@kew.org](mailto:procurement@kew.org).

6.3 **Requests for clarification** – Suppliers must submit clarification and information requests through the 'Messaging' facility on the Portal. Both questions and their answers will be available to all Suppliers unless otherwise agreed with the Authority (through its designated point of contact) and if agreement cannot be reached the Authority may decline to answer the question if that would be, in the Authority's opinion, inconsistent with its obligations under the procurement law. Suppliers should note that it is their responsibility to monitor the Portal regularly for any postings which may be relevant to their tender submission.

6.4 **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.

6.5 **Sharing information** – The Authority may share any information by a Supplier with its advisers and members of the evaluation team.

## 7. SUBMISSION INSTRUCTIONS

7.1 **Form of submissions** – All Suppliers must use the template submission documents issued with this ITT, unless otherwise instructed, when submitting their tender submission.

7.2 **Submission documents** – Suppliers must complete and submit the documents specified the form provided below. Suppliers should not seek to change the order of the information in the form.

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

### 7.2.1 Stage 1: Selection

#### Procurement Specific Questionnaire (PSQ)

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

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

### 7.2.2 Stage 2: Tendering

#### Tender Submission

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



**Commercial** – Suppliers must submit a completed commercial response using the template provided in Part 6: Commercial response of this ITT.

**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.

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

**SCHEDULE 1: EVALUATION AND AWARD METHODOLOGY**

**1. Procurement Process**

1.1. The procurement procedure being applied to this Contract is a “competitive flexible procedure” under section 20(2)(b) of the Act. The most advantageous submission will be identified by the process as detailed in this Schedule.

1.2. The stages of this Procurement are as follows:

Stage 1: Selection

Stage 2: Tendering

Stage 3: Preferred Suppliers

Stage 4: Standstill

1.2.1. It is intended that the Contract shall be awarded to the 5 highest scoring Suppliers in each lot.

1.2.2. There is no limitation on how many lots may be awarded to the same Supplier.

1.2.3. The Authority is not bound to accept the lowest or any Tender.

**2. Stage 1: Selection**

**2.1. Completeness check**

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

**2.2. Exclusion of ‘excluded’ and ‘excludable’ suppliers**

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

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

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

**2.3. Application of conditions of participation (specific to this Procurement)**

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

2.3.2. The conditions of participation will be evaluated as follows:

No.	PSQ question	Scoring methodology	Minimum score to pass Stage 1
13	Terms & Conditions	Pass/Fail	Pass
14	Insurance	Pass/Fail	Pass
15	Working at Kew & Wakehurst	Pass/Fail	Pass
16 (16.1 – 16.8)	Lot 1 previous experience	Each question is weighted 10. Each question will be allocated a score out of 5	Suppliers must achieve a minimum score

		using the scoring methodology below. Total of all weighted questions is 80	of 3 out of 5 to pass.
17 (17.1 - 17.9)	Lot 1 previous experience	Each question is weighted 10. Each question will be allocated a score out of 5 using the scoring methodology below. Total of all weighted questions is 90	Suppliers must achieve a minimum score of 3 out of 5 to pass.

### Scoring methodology

Score	Category	Evaluation Description
0	<b>Cannot be scored</b>	No response has been provided or the response provided does not adequately address the relevant question to allow for a proper assessment to be made.
1	<b>Poor</b>	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, the Authority lacks confidence that the Supplier understands the requirements and is not capable of delivering them.
2	<b>Below expectations</b>	The response contains some omissions and/or is not well supported by evidence / examples.  As a result, the Authority has concerns about the Supplier's ability to deliver and that they have failed to meet a reasonable standard.
3	<b>Adequate</b>	The response demonstrates an understanding of the requirement and provides an adequate level of assurance to support how the requirements will be met.  As a result, the Authority has confidence that the Supplier understands the requirements and is capable of delivering them to an adequate standard but has reservations that delivery will be limited.
4	<b>Good</b>	The response demonstrates with a good level of detail, evidence and/or assurance how the requirements will be met in all key areas but may have a small number of minor reservations.  As a result, the Authority is confident that the Supplier understands the requirements and is capable of delivering them to a good standard.
5	<b>Excellent</b>	The response is comprehensive and well evidenced demonstrating expertise and knowledge incorporating value and other points of innovation aligned to the Authority's tender requirements.  The response fully captures the understanding of the steps involved to deliver the aspects of the question posed. As a result, the Authority has a high level of confidence of the Supplier's experience and ability to deliver the requirements to a high standard.

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

2.3.4. The Part 4: PSQ acts as a self-declaration for Suppliers. The Preferred Supplier will be required to provide all requested certificates and documentation before being awarded the Contract. However, the Authority can ask any Supplier to submit their evidence at any

point in the Procurement 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.

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

**2.4. Selection of Suppliers to be invited to tender**

2.4.1. Using the scores from the conditions of participation the Authority will select the top 10 highest scoring Suppliers for each lot to be invited to Stage 2 tendering.

**2.5. Notification of unsuccessful Suppliers**

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

**3. Stage 2: Tendering**

**3.1. Tender Submission**

3.1.1. Suppliers are strongly encouraged to provide their most competitive bid in their Stage 2 tender submission, as they may not be given the opportunity later in the Procurement process to improve their bid.

**3.2. Completeness check**

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

**3.3. Tender Evaluation**

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

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

3.3.3. The 2 lots will be evaluated separately.

<b>Lot 1: Design &amp; Fabrication</b>
Please read Part 2: Specification and the Bear Hunt Creative Brief (Appendix 1 of Part 2: Specification) carefully before submitting your application. Your presentation should demonstrate that it takes into account both these documents and will be evaluated on how well you have described the deliverables and how well you have understood and reflected the Specification and the Creative Brief.
<b>Technical</b>
<b>Creative Presentation</b> Your presentation should showcase your creative ideas regarding how you would realise each trail point, the welcome moment, and the bear on site, bringing the story to life for our visitors and delivering an outstanding experience. Please submit your presentation as a PDF or PowerPoint deck of no more than 15 slides (minimum font size 10). No changes should be made to your presentation after you submit it. You will present it on Microsoft Teams to the Evaluation Panel. The Evaluation Panel will not see your slide deck before the scheduled presentation date & time (to be arranged). Your presentation should include the following to be evaluated:

No.	Question	Weighting
1	<p><b>Creative Approach</b></p> <p>An overarching explanation of your creative approach. Please describe:</p> <ul style="list-style-type: none"> <li>• what you have understood from the Specification and the Creative Brief;</li> <li>• how you have approached your response;</li> <li>• what you understand about the story;</li> <li>• how the brand will work as a brand partner for Kew;</li> <li>• what the visitor experience will be</li> <li>• how your work will deliver that experience</li> </ul>	30
2	<p><b>Trail Points: Visitor Experience Drawings</b></p> <p>One drawing of each of the six trail points (6 drawings in total) showing your proposal for the visitor experience at each trail point. The drawings should be clearly labelled and detail the key elements of the design, including dimensions, materials and any other features.</p>	40
3	<p><b>Trail Points: Mood Board</b></p> <p>One mood board with inspirational photographs for each of the six trail points (six mood boards in total) with similar activities to those you are proposing. Each mood board should include a written explanation of the interactive element of each trail point and how it relates to / describes the environment it is supposed to evoke.</p>	20
4	<p><b>Welcome Moment: Visitor Experience Drawing</b></p> <p>One drawing of the welcome moment showing the visitor experience. The drawing should be clearly labelled and detail the key elements of the design, including dimensions, materials and any other features.</p>	30
5	<p><b>Bear: Visitor Experience Drawings</b></p> <p>One drawing of the bear showing the visitor experience. The drawing should be clearly labelled and detail the key elements of the design, including dimensions, materials and any other features.</p>	30
<b>Subtotal</b>		<b>150</b>
<p><b>Technical written response</b></p> <p>Your written response should showcase your technical skills and experience and should demonstrate how you will manufacture, install, maintain and derig each programme element; how you will do this safely; and how you will manage the project from start to finish.</p> <p>Please submit your response as a PDF deck of no more than 15 pages (minimum font size 10).</p> <p>Your written response should include the following to be evaluated:</p>		
No.	Question	Weighting
1	<p><b>Practical Considerations</b></p> <p>Please provide a written statement which responds in detail to the Practical Considerations in the Creative Brief explaining how you would mitigate against / provide for these design challenges with regard to the trail points, welcome moment, and the bear.</p>	30
2	<p><b>Trail Points: Construction Drawings</b></p> <p>One construction drawing for any three of the six trail points (3 construction drawings) which demonstrates the construction of each trail point. The drawings should be clearly labelled with short notes</p>	30

	about the materials and fixing methods, etc and include a practical explanation of how each trail point/interactivity will work – please consider particularly the need for accessibility; and the need for these elements to be robust enough to withstand weather, visitor volume and repetitive visitor interaction and explain your mitigations.	
3	<b>Welcome Moment: Construction Drawing</b> One construction drawing which demonstrates the construction of the welcome moment. The drawing should be clearly labelled with short notes about the materials and fixing methods, etc and include a practical explanation of how the welcome moment will work – please consider particularly the need for accessibility; and the need for these elements to be robust enough to withstand weather, visitor volume and repetitive visitor interaction and explain your mitigations.	10
4	<b>Bear: Construction Drawing</b> One construction drawing which demonstrates the construction of the bear. The drawing should be clearly labelled with short notes about the materials and fixing methods, etc and include a practical explanation of how the bear will work – please consider particularly the need for accessibility; and the need for these elements to be robust enough to withstand weather, visitor volume and repetitive visitor interaction and explain your mitigations.	10
5	<b>Risk Assessment and Method Statement for Installation</b> Please provide a risk assessment and method statement for installation.  The method statement should be a step-by-step plan of how you will install the trail elements in the landscapes.  The risk assessment should include all the hazards you would anticipate encountering when installing your designs on site and how you would mitigate against the risks.	30
6	<b>Risk Assessment for Live Event</b> Please provide a risk assessment that includes all the hazards you would anticipate your designs might pose to visitors and staff whilst the event is live, and how you would mitigate against the risks.	30
7	<b>Your Team</b> Please let us know how you normally work with clients. What roles exist within your team? Who undertakes project management, design, fabrication, installation, maintenance and derig? What specialist skills, resources, technology and equipment do you have that will enable you to meet the Specification? If you normally work with subcontractors please name them.	10
<b>Subtotal</b>		<b>150</b>
<b>Commercial criteria</b>		
	A total budget of £70k (excluding VAT) for both sites (not each site) is available. Please provide a line-by-line budget breakdown of all costs in your proposal.  Please price each individual component separately: the trail points, the welcome moment, and the bear. Please consider that the programme will take place across both Kew Gardens and Wakehurst simultaneously.	20

All costs are exclusive of VAT.	
<b>Total</b>	<b>320</b>

<b>Lot 2: Theatrical Performance</b>		
Please read Part 2: Specification and the Fabulous Fungi Creative Brief (Appendix 2 of Part 2: Specification) carefully before submitting your application. Your presentation should demonstrate that it takes into account both these documents and will be evaluated on how well you have described the deliverables and how well you have understood and reflected the Specification and the Creative Brief.		
<b>Technical</b>		
<b>Creative Presentation</b>		
Your presentation should showcase your creative ideas regarding how you would bring the story of fungi to life for our visitors and deliver an outstanding experience.		
Please submit your presentation as a PDF or PowerPoint deck of no more than 15 slides (minimum font size 10).		
No changes should be made to your presentation after you submit it. You will present it on Microsoft Teams to the Evaluation Panel. The Evaluation Panel will not see your PDF deck before the scheduled presentation date & time (to be arranged).		
Your presentation should include the following to be evaluated:		
<b>No.</b>	<b>Question</b>	<b>Weighting</b>
1	<p><b>Creative Approach</b></p> <p>An overarching explanation of your creative approach. Please describe:</p> <ul style="list-style-type: none"> <li>• what you have understood from the Specification and the Creative Brief</li> <li>• how you have approached your response</li> <li>• how your proposal links to key themes</li> <li>• why this experience will encourage visitors to visit Kew</li> <li>• the number of visitors at one time that can interact</li> <li>• how these visitors can enjoy the programme on a drop-in basis</li> </ul>	20
2	<p><b>Experience: Narrative Storyboard</b></p> <p>A visual storyboard explaining the narrative of the experience in a series of scenes, to demonstrate what visitors will experience (see, hear, touch, etc) when they attend the experience.</p> <p>The visual storyboard should be clearly annotated and detail what is happening in each scene.</p> <p>Please ensure you explain:</p> <ul style="list-style-type: none"> <li>• how visitors will learn about fungi</li> <li>• the challenge and reward element</li> <li>• the call and response, participatory element</li> <li>• whether you will include choreography and music</li> </ul>	30
3	<p><b>Experience: Costumes Drawings and Photographs</b></p> <p>Drawings of the costumes you are proposing to develop. The drawing should be clearly labelled and detail the key elements of the design, materials, and any other features. Explain how the costumes will visually bring to life the story of fungi.</p>	20

	Please also include inspirational photographs of costumes similar to those which you are proposing.	
4	<p><b>Staging: Visitor Experience Drawings and Photographs</b></p> <p>Two drawings of the scenery, staging and props showing the visitor experience. The drawings should be clearly labelled and detail the key elements of the design, including dimensions, materials and any other features. Explain how the scenery, staging and props will visually bring to life the story of fungi.</p> <p>Please also include inspirational photographs of scenery, staging and props similar to those which you are proposing.</p>	20
5	<p><b>Cast: Photographs and Experience</b></p> <p>Please provide photographic examples of the actors you might propose for this programme and their relevant experience.</p>	10
<b>Subtotal</b>		<b>100</b>
<p><b>Technical written response</b></p> <p>Your written response should showcase your technical skills and experience (or those of your subcontractor) and should demonstrate how you will manufacture, install, maintain and derig programme elements; how you will do this safely; and how you will manage the project from start to finish.</p> <p>Please submit your response as a PDF deck of no more than 15 pages (minimum font size 10).</p> <p>Your written response should include the following to be evaluated:</p>		
<b>No.</b>	<b>Question</b>	<b>Weighting</b>
1	<p><b>Practical Considerations</b></p> <p>Please provide a written statement which responds in detail to the Practical Considerations in the Creative Brief explaining how you would mitigate against / provide for these design challenges with regard to the Experience, Staging, and Cast.</p>	30
2	<p><b>Staging: Construction Drawings</b></p> <p>Two construction drawings of the scenery, staging and props which demonstrate the constructions and how they will be installed. The drawings should be clearly labelled with short notes about the materials and fixing methods, etc Please consider particularly the need for this element to be robust enough to withstand weather, visitor volume and repetitive visitor interaction and explain your mitigations. Please explain any sound or lighting.</p>	20
3	<p><b>Risk Assessment and Method Statement for Staging Installation</b></p> <p>Please provide a risk assessment and method statement for installation.</p> <p>The method statement should be a step-by-step plan of how you will install the scenery, staging and props in the landscapes.</p> <p>The risk assessment should include all the hazards you would anticipate encountering when installing your designs on site and how you would mitigate against the risks.</p>	20
4	<p><b>Risk Assessment for Live Event</b></p> <p>Please provide a risk assessment that includes all the hazards you would anticipate your designs might pose to visitors and staff whilst the event is live, and how you would mitigate against the risks.</p>	20
5	<b>Your Team</b>	10



	Please let us know how you normally work with clients. What roles exist within your team? Who undertakes project management, design, fabrication, installation, maintenance and derig? What specialist skills, resources, technology and equipment do you have that will enable you to meet the Specification? If you normally work with subcontractors please name them.	
<b>Subtotal</b>		<b>100</b>
<b>Commercial</b>		
Your commercial response should reflect the accurate costs of your proposal, within the budget.		
A total budget of £70k (excluding VAT) for both sites (not each site) is available. Please provide a line-by-line budget breakdown of all costs in your proposal.  Please price each individual component separately: scenery, staging, costumes, cast, props, etc. Please consider that the programme will take place across both Kew Gardens and Wakehurst simultaneously.  All costs are exclusive of VAT.		20
<b>Total</b>		<b>220</b>

### 3.4. Evaluation of Technical Submissions

3.4.1. 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 set out in paragraph 7 (Submission Instructions). 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	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, the Authority 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, the Authority 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, the Authority has confidence that the Supplier understands the requirements and is capable of delivering them to an adequate standard but has reservations that delivery will be limited.
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, the Authority 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 the Authority's tender requirements. The response fully captures the understanding of the steps involved to deliver the aspects of the question posed. As a result, the Authority has a high level of confidence of the Supplier's experience and ability to deliver the requirements to a high standard.

3.4.2. Suppliers must score a minimum of 3 for all questions to be considered further.

### 3.5. Evaluation of Commercial Submissions

3.5.1. Suppliers are required to complete the pricing template provided at Part 6 – Commercial response, of this ITT. Suppliers are referred to paragraph 26 of Schedule 2: Terms and Conditions of Participation which sets out the Authority's approach to abnormally low tenders.

3.5.2. If the contract is being awarded in lots, Suppliers must complete the relevant part of the Part 6 – Commercial response of this ITT, for each lot for which they are bidding. If a submission is missing any element in a given lot, the bid will be classified as a non-compliant bid in respect of that lot and will no longer be considered for that lot.

3.5.3. The commercial response for each lot 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 submission will be calculated as follows:

The lowest tendered Total Cost will receive the maximum score available.

The commercial scores for the other Suppliers will be calculated using the following formula:

$$\text{Supplier's Score} = \frac{\text{Lowest Total Cost}}{\text{Total Cost of Supplier under evaluation}} \times \text{total score available}$$

### 3.6. Presentations

3.6.1. All Suppliers will be invited to present their tender to the Authority.

3.6.2. The presentations will be scored as detailed in paragraph 3.3.1 above using the same scoring scale as the technical questions.

3.6.3. The presentation will also be an opportunity to clarify and confirm the written tender submission. The scores awarded to Suppliers for the written submission may be adjusted in consideration of the presentation and clarification questions asked by the evaluation panel.

## 4. Stage 3: Preferred Suppliers

4.1. The Authority will select the preferred Suppliers from among the Suppliers (the "Preferred Suppliers"). The Preferred Suppliers will be a maximum of the top 5 scoring Suppliers from each lot (up to 10 in total across both lots).

4.2. The Preferred Suppliers (up to 5 for each lot) will be notified that they are the preferred suppliers. The Authority reserves the right to enter into negotiations with the Preferred Suppliers in order to finalise the terms of the contract(s) (e.g. clarifications, specifications, optimisation and other negotiations to confirm financial commitments or other terms contained in the Preferred Supplier's tender submission and / or BAFO).

## 5. Stage 4: Standstill

- 5.1. The Authority will issue assessment summaries to the successful and unsuccessful Suppliers in accordance with regulation 31 of the Regulations. The Authority will also publish a contract award notice in accordance with regulation 27 of the Regulations.
- 5.2. Once the relevant standstill period has ended (being 8 working days from the date of the contract award notice), the Authority intends to enter into a contract with the successful Suppliers.
- 5.3. The Authority may ask the successful Suppliers 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.
- 5.4. The Authority shall conclude the Procurement by issuing a contract award document. In addition, the Authority may send the Supplier a legal agreement for signature for its records and in such circumstances the Supplier shall countersign and return the legal agreement to the Authority promptly (and no later than 7 days from the date of receipt of such legal agreement).

## **SCHEDULE 2: TERMS AND CONDITIONS OF PARTICIPATION**

### **1. Procedural requirements**

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

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

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

### **3. Transparency**

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

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

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

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

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

### **6. Non-disclosure agreement – Not applicable to this Procurement**

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

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

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

## **10. Costs**

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

## **11. Canvassing**

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

## **12. Conflicts of interest**

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

## **13. Conflicts assessments**

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

## **14. Intellectual property**

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

## **21. Non-collusion**

- 21.1. Without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability that such conduct by a Supplier may attract, the Authority may disqualify any Supplier which, in connection with this procurement:
- 21.1.1. fixes or adjusts the amount of its submission by or in accordance with any agreement or arrangement with any other Supplier; or
  - 21.1.2. enters into any agreement or arrangement with any other person that it shall refrain from making a submission or as to the amount of any submission to be submitted; or
  - 21.1.3. causes or induces any person to enter into such agreement or arrangement as is mentioned in either 21.1.1 or 21.1.2 or to inform any Supplier of the amount or approximate amount of any rival submission; or
  - 21.1.4. communicates to any person other than the Authority the amount or approximate amount of its proposed submission (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the submission or where both are acting as members of a consortium which has made a submission).
- 21.2. Each Supplier is required to confirm non-collusion with its submission as set out in Part 5 - Technical response.

## **22. Reserved rights**

- 22.1. The Authority 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 the Authority to award a contract. Under no circumstances shall the Authority incur any liability in respect thereof.
- 22.2. The Authority reserves the right to review the economic and financial standing or technical or professional ability of a Supplier if there are changes in the Supplier's circumstances at any time during the procurement 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, the Authority reserves the right to disqualify a Supplier if the changed circumstances mean that, had they arisen before the pre-qualification process, the Supplier would not have been shortlisted to be invited to tender and/or progressed to Stage 3 (Evaluation and Award Stage).

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

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

## **24. Incomplete Tenders**

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

## **25. Abnormally Low Tenders**

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



the information provided in the response by the Supplier. If the explanation and information provided do not account, to the Authority's satisfaction, for the level of prices or costs proposed in the Tender, the Authority may reject the Tender.

## SCHEDULE 3: 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 and issue it to the top ranked supplier.
2. Supplier reviews the Creative Brief and provides a response in the required timescales in accordance with the method detail 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 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 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

<b>Technical Criteria</b>
Response to the Brief (project specific questions may be inserted)
<b>Commercial Criteria</b>

Total Cost of the entire programme, including project management, site visits, materials, labour, delivery, install/derig, disposal.

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, the Authority 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, the Authority 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, the Authority has confidence that the Supplier understands the requirements and is capable of delivering them to an adequate standard but has reservations that delivery will be limited.
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, the Authority 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 the Authority's tender requirements. The response fully captures the understanding of the steps involved to deliver the aspects of the question posed. As a result, the Authority has a high level of confidence of the Supplier's experience and ability to deliver the requirements to a high standard.

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 marks available
- The financial scores of the other Suppliers will be calculated using the following formula:

$$\text{Supplier's Score} = \left( \frac{\text{Lowest Total Cost}}{\text{Total Cost of Supplier under evaluation}} \times \text{total score available} \right)$$

END