



INTERNATIONAL
**SLAVERY
MUSEUM**

Lady Lever
ART GALLERY

Merseyside
**maritime
museum**

Museum of
Liverpool

**SUDLEY
HOUSE**

UK BORDER
AGENCY
NATIONAL MUSEUM

Walker
Art Gallery

**World
Museum**

NATIONAL MUSEUMS LIVERPOOL

Infrastructure Works
Walker Art Gallery & Midland
Railway Building

Date: 9th November 2020

Revision A - Deadline for clarification questions
extended from 27th November 2020 to 7th
December 2020 (refer to page 12)

Contents

1. Introduction	
1.1 Company Background	4
1.2 Project Background	5
2. Tender Instructions	
2.1 Definitions	6
2.2 Introduction	6
2.3 General	6
2.4 Confidentiality and Non-Disclosure	7
2.5 Accuracy of Information and Liability of NML	8
2.6 Cost of Preparation	8
2.7 Oral Agreement or Arrangements	9
2.8 Independent Price Determinations	9
2.9 Payments Against a Contract Award	9
2.10 Bidder Misrepresentation or Default	9
2.11 Amendments to the Tender	9
2.12 Responding to the Tender	9
2.13 Freedom of Information	10
3. Tender Timing, Scoring and Process	
3.1 Enquiries concerning the Tender	12
3.2 Site Visits	12
3.3 Target Timetable	12
3.4 Timing and Delivery	13
3.5 Evaluation	13
4. Bid Requirements	
4.1 Introduction	18
4.2 Company Background	19
4.3 NML Security and Health & Safety Requirements	19
4.4 NML Procurement Protocol	19
4.5 Contractual Considerations	19
4.6 Costs	19
4.7 Summary of Documents to be returned as part of Submission	20
5. Requirements Specification	
5.1 Requirements Description	21
6. Additional Questions	
6.1 Introduction	22
6.2 Questions	22
7. NML Supplemental conditions	27

8. NML Safety Guidelines for Contractors	27
9. NML H&S Questionnaire	27
10. NML Procurement Protocol	27
11. Suitability Questionnaire	27
12. Work Schedule	27
13. Tender Submission Checklist	28
14. Tender Declaration	29
15. Certificate of Non-collusion	30
16. Non-compliance statement	31
17. Freedom of Information Statement	32

1 Introduction

1.1 Company Background

National Museums Liverpool (NML) is one of the world's leading museum organisations. NML currently comprises eight museums in and around Merseyside. Entry to all our venues is free, with circa 3 million visitors per year. We hold in trust and safeguard some of the world's greatest museum collections, which are universal in their range – everything from archaeology and ethnology, natural and physical sciences, fine and decorative arts, maritime, social and industrial history. We are core-funded by central UK government, and we are the only national museum service in England based wholly outside London, so we have a unique fourfold role – we are the main museum service for Liverpool and Merseyside; the largest cultural organisation in the North West of England; and we operate at both national and international levels.

Having played a pivotal role in the cultural, educational and economic life of Liverpool and the North West for more than 150 years, our success can be measured in terms of how well we combine this local and regional role with our national and international responsibilities.

Our mission is to be the world's leading example of an inclusive museum service. We believe in the concept of social justice; we are funded by the public and in return we strive to provide an excellent service to the whole of the public. We believe in the power of museums to change people's lives. We work hard to be a free museum service and focus our venues, exhibitions and education resources to reach out, and to represent the diverse needs of our local communities.

National Museums and Galleries on Merseyside was established as a national museum as an incorporated Trustee Body by the Merseyside Museums and Galleries Order 1986, because of the outstanding quality of its collections. In 2003 the name was changed to National Museums Liverpool. Our origins go back to 1851 and the founding of Liverpool Museum. NML is an exempt charity by virtue of Schedule 3 to the Charities Act 2011.

NML has status as a Non Departmental Public Body (NDPB) sponsored by the Department for Culture, Media and Sport (DCMS). The DCMS became the principal regulator of NML on 1 June 2010 and provides the majority of its revenue funding.

To read more about us, please go to <https://www.liverpoolmuseums.org.uk/>

1.2 Project Background

Bidders are asked to submit a formal tender for the Infrastructure Works Package at the Walker Art Gallery and Midland Railway Building. The works are to be carried out under one contract, with the works to the Walker Art Gallery forming one section of the contract and works to the Midland Railway Building forming another section. The nature of the works are as follows:

Walker Art Gallery

The Walker Art Gallery is a Grade II* Listed Building located in the William Brown Street Conservation Area. The proposed infrastructure works comprise:

Externally, the brief includes repairs to the existing fabric following the findings of the condition report to ensure the building remains in a good state of repair. The proposals also include the replacement and changes to the roof coverings and configuration above Gallery Rooms 01-04 and A-C to manage the discharge of rainwater away from the building better, increase the lifespan of the roof coverings, reduce the maintenance requirement and improve accessibility for future inspections.

Internally, the proposals aspire to improve the aesthetic appearance and spatial qualities of the galleries to enhance the historic environment, visitor experience and the display of the exhibitions. Significant internal changes include the removal of the modern flat ceiling within Gallery Room 01 and 02 to reveal the historic decorative plaster ceiling. To provide an appreciation of the lay-lights and roof lights within gallery rooms 01, 02 & 03, a significant element in the historical development of the building, and the installation of architectural lighting to improve their presentation.

Midland Railway Building

The National Conservation Centre, formerly the Midland Railway Building, is a Grade II Listed Building located on Victoria Street in Liverpool. Bidders are asked to submit a formal tender for the Infrastructure Works Package at the Midland Railway Building. The proposed infrastructure works comprise:

Upgrades to the mechanical and electrical installations. Further information will be issued during the tender period to detail the scope and constraints/phasing of these works.

2 Tender Instructions

2.1 Definitions

Throughout this documentation the following terms are used; 'NML', 'us', 'our' or 'we' refers to National Museums Liverpool and any of its constituent parts, 'Tenderers', 'you' or 'your' refers to any individual, partnership, firm, company, organisation etc., considering submitting a Tender.

2.2 Introduction

Tendering is required by NMLs procurement processes that ensure that NML is adhering to Managing Public Money guidelines. The Bidder is requested to propose a solution that will meet the current and future requirements of NML, as detailed within this tender pack.

2.3 General

NML reserves the right, without prior notice, to change, modify, or withdraw the basis of its request and/or to reject all proposals and terminate negotiations at any time. In no circumstance will NML incur any liability in respect of time, effort or costs incurred in regard to either discussions, meetings or time spent in respect of reviewing and/or responding to this document or any subsequent material.

This tender is not a purchase order or an offer to contract and does not constitute an offer capable of acceptance. This tender does not commit NML or any official of it to any specific course of action. The issue of this tender does not bind NML or any official of it to accept any proposal, in whole, or in part, whether it includes the lowest priced proposal, nor does it bind any officials of NML to provide any explanation or reason for its' decision to accept or reject any proposal. Moreover, while it is the intention of NML to enter contract negotiations with the selected bidder, the fact that NML has given acceptance to a specific Bidder does not bind it or any official of it in any manner to the bidder. Acceptance of a proposal neither commits NML to award a contract to any bidder, even if all requirements stated in this tender are satisfied, nor does it limit NML's right to negotiate in their best interest. NML reserves the right to contract with a bidder for reasons other than the lowest price. Contract award will be post the tender process and may be awarded without discussions or negotiations.

The bidder shall be deemed to have examined before the submission of their bid submission, all the provisions in this tender as well as regulations and other information relevant to your bid submission, and to have fully considered the risks, contingencies, and other circumstances, which could affect the bid submission. The bidder shall be responsible for obtaining all information by the making of reasonable and prudent inquiries and, by prior arrangement.

By submitting a bid submission the bidder represents that it has read and understood the tender. The bidder will consider the contents of any submitted bid submission as an offer to contract.

Any attempt by bidders or their advisors to influence the contract award process in any way may result in the bidder being disqualified. Specifically, bidders shall not directly or indirectly, at any time:

- Revise or amend the content of their tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner or bidder;
- Enter into any agreement or arrangement with any other person as to the form or content of any other tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other tender;
- Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a tender;
- Canvass NML or any employees or agents of NML in relation to this procurement; or
- Attempt to obtain information from any of the employees or agents of NML or its advisors concerning another bidder or tender; or
- Offer, pay, promise to pay, or authorize the giving of any financial or other benefit to any person for the purpose of obtaining an improper advantage, or otherwise conduct themselves in a manner contrary to any anti-bribery or anti-money laundering legislation and/or regulations in the broadest sense (whether issued by the EU, the US, the UN or any other body) or any other such rule or legislation that may apply from time to time.

Bidders are responsible for ensuring that no conflicts of interest exist between the bidder and its advisors, and NML and its advisors and Partners.

NML also reserves the right to cease discussions with any bidder from the date of submission of bidder tender.

Failure to meet a qualification or requirement in this tender will not necessarily subject a proposal to disqualification but may do so.

2.4 Confidentiality and Non-Disclosure

The information contained in this tender (or accumulated through other written or verbal communication) is confidential. It is for proposal purposes only and is not to be disclosed or used for any other purpose.

Information received by NML in this tender will be held in strict confidence and will not be disclosed to any party, other than within NML and their engaged consultants if appropriate, without the express written consent of the bidder.

NML undertakes not to publicise any information obtained during this tender process, either generally or to any other bidders involved in the tender. Additionally, there will be no obligation on the part of NML to share any of the results or conclusions of the tender process with any bidder.

As a responder to this tender, you are reminded of the need for confidentiality and the need not to divulge your actual or intended tender price or an approximation of that price to any other person or body until we notify you that the contract has been awarded.

2.5 Accuracy of information and liability of NML

The information contained in this tender has been prepared by NML in good faith but does not purport to be comprehensive or to have been independently verified. NML does not accept any liability or responsibility for the adequacy, accuracy, or completeness of, or make any representation or warranty (express or implied) with respect to the information contained in the tender, or with respect to any written or oral information made or to be made available to any bidder or its professional advisors and any liability therefore is hereby expressly disclaimed.

Bidders considering entering into a contractual relationship with NML should make their own enquiries and investigations of NML's requirements. The subject matter of this tender shall only have contractual effect when it is contained in the express terms of an executed agreement.

Nothing in this tender is, or should be, relied upon as a promise or representation as to the future, and NML does not undertake to provide bidders with access to any additional information, or to update the information in this tender, or to correct any inaccuracies that may become apparent. NML reserves the right, without prior notice, to change the procedures outlined in this tender or to terminate discussions and the delivery of information at any time before entering into an agreement.

Should there be any obvious typographical errors or misunderstandings in the tender documentation then clarification should be sought. However, if the response is found to misrepresent facts, the documents will be deemed void. In the case where the error or misrepresentation is not discovered until after the contract is awarded, we reserve the right to determine the contract and costs incurred by us as a result of the determination shall be recoverable from the bidder under the contract.

2.6 Cost of Preparation

NML will not accept any liability or responsibility for any costs incurred by the bidder in preparing this tender document or any associated work effort.

2.7 Oral Agreement or Arrangements

Any alleged oral agreements or arrangements made by the bidder with any NML agent or employee will be disregarded in any proposal evaluation or associated award.

2.8 Independent Price Determinations

The bidder shall warrant, represent, and certify that the following requirements have been met in connection with their proposal for this tender:

- The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organisation or with any competitor;
- Unless otherwise required by law, the pricing proposed has not been knowingly disclosed by the bidder on a prior basis directly or indirectly to any other organisation or to any competitor; and no attempt has been made, or will be made, by the proposed to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

2.9 Payments Against a Contract Award

Under no circumstances shall the successful bidder begin to perform under the contract prior to the effective date of the contract. NML shall assume no liability for payment of services under the terms of the contract until the successful bidder is notified that the contract has been agreed by both parties.

2.10 Bidder Misrepresentation or Default

NML may reject the proposal and void any award resulting from this tender to a bidder who makes any material misrepresentation in their proposal or other submittal in connection with this tender.

2.11 Amendments to the Tender

NML reserves the right to issue amendments or modifications to this tender during the tender stage. These will be amended on the procurement portal where the tender was originally advertised and bids will be assumed to take account of any such modifications and amendments.

2.12 Responding to the Tender

In responding to this tender, the bidder you specifically agrees to the following:

Having examined all parts of the tender that the supply of the Goods and/or Services to NML will be at the rates/prices as provided. All prices must be quoted on the basis indicated in the accompanying documents, except where the bidder proposes alternative priced procedures, and should **exclude VAT**. Discounts for prompt payment should be stated. The basis of the price shall be inclusive of all costs and delivery to NML.

That any contract whatsoever that may result from this tender shall be subject to the laws of England and Wales as interpreted in an English Court.

The prices quoted and all other information supplied in this tender are valid and open to acceptance by NML for a period three calendar months from the tender return date specified in the tender

The essence of competitive tendering is that NML shall receive bona fide competitive tenders from all companies tendering. In recognition of this principle, any response is declared to be a bona fide tender, intended to be competitive and that the bidder (or representatives) have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person.

The bidder declares that you have not done and undertake that you will not do any of the following acts:-

- communicate with a person, other than the person calling for this tender, the amount or approximate amount of the proposed tender.
- enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted.
- offer to pay or give, or agree to pay or give, any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the requirement any act or thing of the sort described above.

2.13 Freedom of Information

Under the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") NML is obliged (subject to the application of any relevant exemptions) to disclose information in response to requests for information. Tenderers should be aware that NML could receive requests for any information relating to any procurement.

All information supplied by either NML or Tenderers in connection with this ITT shall be regarded here to as private and confidential by the recipient, except insofar as either party is required to divulge information under the FOIA and EIR.

In respect of any information submitted by the Tenderer in response to this ITT, Tenderers must:

- a) State if such information is confidential or commercially sensitive or should not be disclosed in response to a request for information under the aforementioned act,

- b) State why they consider the information to be confidential or commercially sensitive,
- c) Provide an estimate of the period of time which the Tenderer believes that such information will remain commercial sensitive,
- d) Information falling into the above categories shall be submitted as part of a completed Tender within Section 17 of this ITT,
- e) This will not guarantee that the information is treated as confidential by NML nor that it will not be disclosed in response to FOIA or EIR requests. Information will be examined in the light of the exemptions provided in the FOIA and EIR before a decision to disclose or not is made.

3 Tender Timing, Scoring and Process

3.1 Enquiries concerning the Tender

Formal queries concerning the content of this tender and the bidder's submission should be submitted in writing by e-mail to Ian Lindsay (Ian.Lindsay@liverpoolmuseums.org.uk) with the subject title "Walker Art Gallery & Midland Railway Building – Infrastructure Works Tender".

Where questions are raised by bidders and answers given clarify NMLs requirements for the tender, then these questions and answers may be shared with other bidders responding to this tender.

Queries must not be directed through any other employee, contractor or consultant who is engaged as part of the tender working party.

3.2 Site Visits

It is advised that bidders visit the site. This will ensure that all parties get the same information and opportunity. This would be arranged as per the dates in section 3.3 below. Please contact Jane Skinner jane.skinner@liverpoolmuseums.org.uk.

3.3 Target Timetable

The target timetable for this project is shown in the table below but bidders must be aware that whilst every effort will be made to meet these dates, the timetable may change for operational reasons

Step	Task	Date
1.	Tender issued	9 th November 2020
2.	Site visit	TBA
3.	Deadline for clarification questions	7 th December 2020
4.	Deadline for Bid Submission	14th December 2020
5	Evaluation of the Tender Responses commences	14 th December 2020
6.	Clarification meetings if required	TBA
7.	Order placed & contracts signed	25 th January 2021
8.	Commence works on site	8 th February 2021

Note – all deadlines are at Noon on that business day.

3.4 Timing and Delivery

The bidder must provide a full submission by email. Bids should be in Microsoft Word, Excel or PDF format. The submission must include a copy of the “Form of Tender”.

The submission must be made to Tenders@liverpoolmuseums.org.uk. To ensure that your submission is successful you should ensure that each email is less than 8Mb. Emails should be titled “**Tender Submission – Infrastructure Works– Walker Art Gallery & Midland Railway Building**”. If multiple emails are sent the header should indicate they are “Part x of xx”.

Bid submissions must be received no later than the date as specified in section 3.3 above. Any response received after this date and time may be discounted from further consideration. Any requirement that the bidder might have for proof of delivery is at the bidder’s discretion and cost.

No bid submission will be opened until the deadline as specified in section 3.3 above.

To enable an efficient and fair evaluation process this process must be strictly adhered to. If a bidder does not comply with the requirements contained in this Section, NML may (in its sole discretion) disqualify the bidder from the competition.

3.5 Evaluation

Bid submissions that pass the compliance checks will then be evaluated against the criteria specified below. During the evaluation period, NML reserves the right to call for further information.

Only information provided as a direct response to this tender will be evaluated. Information and detail which forms part of general company literature or promotional brochures etc. will not form part of the evaluation process. Supplementary documentation may be attached where you have been directed to do so. All sections must be answered unless advised otherwise.

In order to protect the quality of any procurement, any tender response that scores below the minimum quality score threshold will not be considered.

The information provided here is to ensure that Tenderers are aware of how their Tender shall be evaluated.

The bid submissions will be evaluated according to the following criteria, to determine the highest scoring responses. :

Step 1 - Check for Completeness

Tenders will be checked for completeness to ensure that all questions have been answered and that all requested documents have been provided.

In the event that a Tenderer is unable to supply the documents requested, give a positive response to any of the questions, or a detailed reason as to why a positive response cannot be given, NML may either exclude the Tenderer, or, at its discretion, seek clarification. In the case of the latter, a failure by the Tenderer to provide a satisfactory response within the deadline specified in the request for clarification may result in disqualification from the Tender process.

Step 2 – Qualification

Tenderers shall duly complete, sign and return their response to; Section 11 – Suitability Questionnaire and return this document, with their tender.

If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

Please note, that as a contracting authority in England, NML is required to ask all tenderers to complete this questionnaire. Formatting is as per the Procurement Policy Notice: Standard Selection Questionnaire issued by Crown Commercial Service.

All submissions will be assessed using the criteria and scoring matrix set out below:

Section	Mandatory Requirements	Scoring Guidance	FAIL CRITERIA
Part 1: Potential supplier Information	All questions answered and any declaration signed (where applicable).	PASS / FAIL	Failure to adhere to the Mandatory Requirements shall result in a FAIL.
Part 2: Exclusion Grounds	All questions answered and any declaration signed (where applicable).	PASS / FAIL	Any of exclusion grounds for rejection apply, and you failed to provide sufficient evidence of remedial action having taken place subsequently.
Part 3: Selection Questions (see below)			
<i>Section 4: Economic and Financial Standing</i>	All questions answered and any declaration signed (where applicable).	PASS / FAIL	Failure to adhere to the Mandatory Requirements shall result in a FAIL.

<i>Section 6: Technical and Professional Ability</i>	All questions answered and any declaration signed (where applicable)	PASS / FAIL	Failure to adhere to the Mandatory Requirements shall result in a FAIL.
<i>Section 7: Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015</i>	All questions answered and any declaration signed (where applicable).	PASS / FAIL	Failure to adhere to the Mandatory Requirements shall result in a FAIL.
<i>Section 8: Additional Questions</i>	All questions answered and any declaration signed (where applicable).	PASS / FAIL	Failure to adhere to the Mandatory Requirements shall result in a FAIL.

NML shall eliminate any Tenderer from further participation in this Tender exercise that is not deemed capable of performing the contract reliably, is not eligible to submit a Tender or that does not meet any other relevant condition (e.g. any mandatory or discretionary ground for exclusion).

NML reserves the right to exclude any Tenderer at any stage of this award procedure if it fails to satisfy or having satisfied the qualification criteria, circumstances change and it no longer satisfies the qualification criteria.

Step 3 - Award Criteria

Tenderers shall duly complete and return their response to Section 6 – Additional Questions (refer to page 21).

Those Tenders which pass the qualification stage shall then be evaluated on the basis of the Most Economically Advantageous Tender as scored against the below award criteria:

Criteria	Element of Evaluation	Max Score Available
Cost	Question 1 - Fully priced Work Schedule	60
Quality	Question 2 – Site Management & Resources	5
	Question 3 – Methodology & Logistics	15
	Question 4 – Programme	10
	Question 5 – Previous Experience	10

The score for each award criteria shall be recorded against each Tender using the following marking scheme:

SCORE	DESCRIPTION
5	Excellent: A response that addresses all elements of the criterion in an exceptional manner. Such a response would normally be evidenced by significant strengths, no significant weaknesses, and present a high level of successful performance expectation. In general, the response would be described as excellent or superior.
4	Good: A response that addresses a majority of the elements of the criterion. Such a response would normally be evidenced by significant strengths, few if any significant weaknesses, and present an above average level of successful performance expectation. In general, the response would be described as conscientious, competent or complete.
3	Satisfactory: A response that adequately addresses the elements of the criterion. Such a response would normally be evidenced by few if any significant strengths, few if any significant weaknesses, offsetting strengths and weaknesses, and present a moderate level of successful performance expectation. In general, the response would be described as suitable or sufficient.
2	Marginal: A response that addresses a few elements of the criterion. Such response would normally be evidenced by few if any strengths, many significant weaknesses, and present a low level of successful performance expectation. In general, the response would be described as faulty or substandard.
1	Unsatisfactory: A response that almost completely fails to address the elements of the criterion. Such a response would normally evidence no strengths of any kind and many significant weaknesses and/or deficiencies. In general, the response would be described as unsatisfactory or without merit.
Zero	Poor: No response (complete non-compliance)

The evaluation of cost will be based on recording the maximum award allocation for this criterion to the Tenderer submitting the lowest price. The remaining Tenderers will receive marks on a pro rata basis from the lowest to the highest price using the following formula:

$$= (\text{lowest price in } \pounds / \text{submission price in } \pounds) * \text{total price weighting} / 100$$

% Allocated to Cost = 60.00 % (<i>worked example</i>)		
Tender 1	£100,000	60.00 %
Tender 2	£110,000	54.55 %
Tender 3	£120,000	50.00 %

Following the evaluation of Tenders, NML may invite Tenderers to attend a clarification meeting, however NML reserves the right to award the Tender based solely on the Tender received. It is anticipated that Tenderers will be given at least five (5) business days' notice if a meeting is to be required. NML typically will only require meetings with what it considers are the top scoring Tenders. In exceptional circumstances, all Tenderers will be requested to attend a meeting.

The purpose of the meeting is to gain a greater understanding of Tenders and will take the form of a short presentation by the Tenderer followed by a question and answer session. The Tenderer will be able to clarify their written Tender responses but is not permitted to add anything new to those written responses. Tenderers must ensure that key personnel attend. Those key personnel directly involved in performing the contract will be expected to attend.

Although not scored on a separate basis, the session will be used to confirm the technical / quality score assessments of the Tender evaluation. As such, scores achieved during the written tender evaluation may be adjusted (scores will be adjusted down only) and the consolidated score of a Tenderer amended.

The Tenderer with the highest over score will be recommended for acceptance.

In the event of a 'tie break' (where two or more Tenderers have the same total weighted score), NML shall select from those Tenders, the Tender with the highest weighted score for quality.

NML will consider all Tenders correctly submitted and will select one with a view to reaching a contractual agreement subject to clarification of any outstanding matters. When the final decision on the results of the ITT has been taken, tenderers will be given brief feedback on their tender.

4 Bid Requirements

4.1 Introduction

This section provides bidders with details of the form and content of bids that are invited and sets out the procedural requirements with which bidders must comply when submitting bids in order for their bids to be considered by NML. The process is intended to:

- assist NML in choosing the most economically advantageous bid;
- make clear the requirements with which bidders must comply and the basis on which the bids will be evaluated; and
- maintain competition throughout.

If a bidder does not comply with the requirements contained in this Section, NML may (in its sole discretion) disqualify the Bidder from the competition. Bids should be as concise as possible, whilst providing sufficient information to enable NML to evaluate bids in accordance with this tender.

The bidder is required to prepare the proposal and pricing based on the requirements specification detailed in section 5 of this document. Any assumptions that the bidder makes must be clearly stated in the appropriate section.

The costs must be fully itemised and transparent.

If the bidder has additional information that is directly relevant to the stated requirements but not explicitly requested, this may be added to the end of the most appropriate section under the heading “Additional Information” or referenced out to appendices.

Failure to return all of the requested documentation may result in your tender not being considered further.

4.2 Company Background

As part of the selection process NML will require potential bidders to complete the suitability questionnaire included in Section 11.

4.3 NML Security and Health & Safety requirements

As part of the selection process NML will require potential bidders to agree to NML's security and Health and Safety requirements. Please review the enclosed documents:

- i) Section 7 – NML Supplemental conditions
- ii) Section 8 – NML Safety Guidelines for Contractors
- iii) Section 9 – NML H&S Questionnaire

Please complete and return the NML H&S Questionnaire with your submission.

4.4 NML Procurement Protocol

As part of the NML Procurement protocol and procedures, NML expect suppliers to uphold similar business standards, particularly in relation to sustainability, ethics and the Modern Slavery Act. NML will require potential bidders to agree to NML's Procurement Protocol and their agreement to uphold those values. Please review the enclosed document:

- i) Section 10 – NML Procurement Protocol

Please complete and return the NML Procurement Protocol Supplier Agreement.

4.5 Form of Agreement

The winning bidder shall be appointed using the JCT Intermediate Building Contract with Contractors Design 2016 with conditions and amendments as contained in the Preliminaries section and Appendix B of the Work Schedule.

4.6 Costs

A full breakdown of all costs is to be provided in-line with the Work Schedule.

As an exempt charity and an educational institution funded by government (DCMS). NML generally qualifies for academia, educational or charity pricing schemes offered by many bidders and manufacturers and this must be taken into account when tendering.

4.7 Summary of Documents to be returned as part of Submission

Refer to Section 13 – Tender Checklist

5 Requirements Specification

5.1 Requirements Detail (Refer to Section 12)

Work Schedule dated 9th November 2020 – containing:

Schedule Nr 1 – Preliminaries & General Conditions

Schedule Nr 2 – Schedule of Works - Section 1 – Walker Art Gallery

Schedule Nr 3 – Schedule of Works - Section 2 – Midland Railways Building

Main Summary

Form of Tender

Appendix A – Drawing Schedule

Appendix B – Contract

Appendix C – Site Location Plan

Appendix D – Architects Drawings & Specification

Appendix E – Services Engineers Drawings & Specification

Appendix F – Structural Engineers Drawings

Appendix G – Pre Construction Information – Walker Art Gallery

Appendix H – Pre Construction Information – Midland Railway Building

Appendix J – Extracts from Condition Survey & Site Inspection Report (WAG)

Appendix K – Site Inspection Report (WAG)

Appendix L – Sika specification (WAG)

Appendix J – Zinc roofing specification (WAG)

Appendix N – Asbestos Survey – Walker Art Gallery

6 Additional Questions

6.1 Introduction

NML requires the tenderer to answer specific questions in relation to the submission.

Each question will be scored as per the evaluation summary in section 3.5.

If you fail to provide a response to any applicable question, your bid may be deemed to be non-compliant. If a bid is deemed to be non-compliant, the bid may be rejected.

Responses to questions should be limited to and focused on the specific requirement. Bidders should refrain from including generalised statements, information not relevant to the requirement and information relating to general marketing of your organisation. Each question answered must be complete in its own right and tailored towards that specific question.

6.2 Questions

Please expand each section of the answer table to include all relevant information.

Question 1 - Price	Marks Assigned: 60
Provide a fully priced Work Schedule based upon the Preliminaries (containing contract conditions) and Schedule of Work sections information provided with the tender documentation.	
Maximum Word Count = N/A	
Answer:	

Question 2 – Site Management & Resources	Marks Assigned: 5
2.1 - Provide an organisational structure for the works identifying what you consider to be the key roles and positions on this project. CVs must be submitted for all senior personnel identified and for the key people who will have day to day responsibility for the operation of the contract (Contracts Manager, Site / Project Manager, Quantity Surveyor). Detail who will manage the MEP installation and how they integrate with the rest of the team. The CVs submitted must be a maximum of a one page summary per person and demonstrate relevant experience and capabilities in respect of comparable projects.	
2.2 - What key sub-contractors are proposed for this project and why have they been chosen.	
Maximum Word Count = Maximum of 4 sides of A4 (excluding CV's) – Walker Art Gallery Maximum of 4 sides of A4 (excluding CV's) – Midland Railway Building	
Answer:	

Question 3 – Methodology & Site Logistics

Marks Assigned: 15

Question:

Provide method statements setting out the Contractor's approach to the delivery of the works together with site logistics and site establishment proposals. This should include (but is not limited to):

- 1) A written description of the approach to the delivery of the works; a step by step method statement detailing the key perceived activities from contract award to start on site, through construction to completion of the works and how the Contractor proposes to manage each element.
- 2) Statements in relation to the delivery of each and all Contractor Designed Elements
- 3) Details of proposals to ensure sub-contractor and supply chain management throughout the duration of the works.
- 4) A detailed description of how and when the Contractor proposes to carry out the following work (this should also include an indicative site set-up plan) whilst complying with the requirements/restrictions set out in the contract documents:
 - a. Proposals for delivery and removal of materials to and from site,
 - b. Temporary protection of all existing Works and areas adjacent to the site,
 - c. Protection of the public during the works,
 - d. Movement and control of vehicles around the site,
 - e. Security during working hours and outside working hours,
 - f. Complying with Covid-19 working procedures,
 - g. Hazards identified in the Pre-Construction Health and safety Information.
 - h. Outline your approach to the M&E strip out works including processes for verification of redundant services prior to strip out and engagement with the facilities team
- 5) A statement as to how you will manage and supervise construction activities to ensure compliance with material and workmanship requirements.
- 6) Suggestions for community engagement to integrate and promote the wider project and heritage conservation with the delivery of the contract works.
- 7) For the works to the Walker Art Gallery, the works involve installations within a live plantroom with plant serving other parts of the gallery and the adjacent county sessions building. Outline your approach to working within a live building.
- 8) For the works to the Midland Railway Building, the works involve M&E strip out and new installations within an extremely crowded plantroom. Outline your approach to working within such an environmental and the necessary precautions and methods you propose to use to ensure safe and controlled works. Provide details on proposed access requirements for both strip out and install within the plantroom.
- 9) For the works to the Midland Railway Building, outline your processes for handover of areas of the building back to the client including final check and verification processes.

Maximum Word Count = Maximum of 5 pages (excluding plans) – Walker Art Gallery Maximum of 5 pages (excluding plans) – Midland Railway Building

Answer:

Question 4 – Programme	Marks Assigned: 10
-------------------------------	--------------------

Question:

In light of the scope, scale and complexity of the Contract based on the information provided with this Tender, provide a fully detailed programme for the project with the critical path clearly shown. The programme should illustrate all pre-construction and post contract activities including all milestones. Include details of the commissioning programme you have allowed for within the overall programme including pre-commissioning checks and post commissioning proving periods.

For the Walker Art Gallery, provide a detailed programme of the plantroom sequencing works. Detail how downtime to the temporary art galleries ('Audley' and 'Bartlett') will be controlled.

For the Midland Railway Building, the works involve elements of work on systems in several areas of the building and downtime is to be minimised where possible. Temporary setting to work and subsequent re-commissioning will be involved. The proposed sequence of works is:

- Replacement of terminal units phased through building and installation of new recirculation units with stand-alone controls.
- Removal of picture conservation room AHU to free up plantroom space with temporary fresh air supplied to picture conservation room.
- Removal of main AHU and extract fan and immediate replacement of new unit with temporary works to make unit operational under 'hand' control.
- Replacement of varnish room AHU to free up roof space
- Installation of new chiller
- Installation of new chiller pumps and pipework while existing system is left operational
- Changeover of chilled water system to new pumps and temporary setting to work before strip out of old chilled water system
- Boiler room pump works and new BMS panel works can be in parallel with main works.
- Installation of new BMS panel and field wiring and networking to field panels installed with recirculation units

- Changeover to new controls.
- Note electrical works required to support installation of new terminal air handling units and humidifiers through the building
- Final building wide test and commission.

Provide a commentary on this proposed sequence and a detailed programme indicating duration of works in each area and services downtimes

Maximum Word Count = Maximum of 4 pages (excluding programme) – Walker Art Gallery
Maximum of 4 pages (excluding programme) – Midland Railway Building

Answer:

Question 5 - Experience

Marks Assigned: 10

Question:

Provide relevant project examples and references for the refurbishment of Heritage assets, preferably Grade II* Listed buildings or similar. Provide a statement of relevant experience applicable to each project.

It is NML's intention to contact the references prior to the tenderer being considered further within the evaluation; please provide as many references as possible to a maximum of three.

Maximum Word Count = Maximum of 2 pages per case study

Answer:

	Contract 1	Contract 2	Contract 3
Customer Organisation (name:)			
Website:			
Contact name, phone number and email:			
Date contract awarded:			
Date contract completed:			
Brief Description of contract (250 words or less):			
Value:			

Procurement route (E.g. Design & Build / Traditional etc.)			
------------------------------------------------------------------	--	--	--

If you cannot provide suitable references, please briefly explain why (250 words or less):

- Section 7. NML Supplemental conditions– (refer to separate Appendix nr 1)
- Section 8. NML Safety Guidelines for Contractors (refer to separate Appendix nr 2)
- Section 9. NML H&S Questionnaire (refer to separate Appendix nr 3)
- Section 10. NML Procurement Protocol (refer to separate Appendix nr 4)
- Section 11. Suitability Questionnaire (refer to separate Appendix nr 5)
- Section 12. Work Schedule (refer to separate Appendix nr 6)

Section 13 - Tender Submission Checklist

This checklist is provided for Tenderers to use, to make sure that all the aspects required are submitted with their Tender. Tenderers should note that a failure to submit any items below may make the Tender non-compliant.

Nr	Item	Section No. in ITT	Tick to Confirm Submitted (✓)
1	Priced Work Schedule	Section 12	
2	Form of Tender	Section 12	
3	Responses to Additional Questions	Section 6	
4	Signed Acknowledgement of NML Safety Guidelines for Contractors	Section 8	
5	NML H&S Questionnaire	Section 9	
6	NML Procurement Protocol Supplier Agreement	Section 10	
7	Suitability Questionnaire	Section 11	
8	Tender Submission Checklist	Section 13	
9	Tender Declaration	Section 14	
10	Certificate of Non-collusion	Section 15	
11	Non-compliance Statement	Section 16	
12	Freedom of Information Statement	Section 17	

Print Name:

Position:

Telephone Number:

Your Email Address:

Signature:

On behalf of Company:

Section 14 - Tender Declaration

Dear Sir / Madam,

1. I / we having read the information provided within this ITT and, subject to and upon the terms and conditions contained therein, offer to supply the goods, works, and/or services described in said documents to the exact quality, sort and price specified within our Tender to such extent and at such times and locations as NML may direct.
2. I / we agree that this Tender and any contract which may result, shall be subject to the documents detailed within this Tender and that any other terms or conditions of contract or any general reservations which may be printed on any correspondence emanating from me/us in connection with this Tender shall not be applicable.
3. The prices quoted in this Tender are valid for acceptance for 90 (ninety) calendar days from the final day for submission of Tenders and I / we confirm that the terms of the Tender will remain binding upon us and may be accepted by you at any time before that date.
4. I / we agree that the construction, validity, performance and execution of any contract that may result from this Tender shall be governed by and interpreted in accordance with English Law and shall be subject to the jurisdiction of the Courts of England and Wales.
5. I / we agree to bear all costs incurred by us in connection with the preparation and submission of this Tender and to bear any further costs incurred by us prior to the award of any contract.
6. In the event that our Tender is accepted I / we undertake to execute a formal contract with NML embodying all of the terms and conditions contained within this Tender. Unless and until a formal agreement is executed, this Tender together with NML's formal written acceptance shall constitute a binding contract between us.
7. I / we confirm that the person whose signature is appended to this Tender is a duly authorised signatory of our Company and has full and formal legal authority to sign this Tender on behalf of our Company.

Print Name:

Position:

Telephone Number:

Your Email Address:

Signature:

On behalf of Company:

Section 15 – Certificate of Non-collusion

Dear Sir / Madam,

1. I / we certify that this is a bona fide Tender intended to be competitive, and that I / we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person. I / we also certify that I / we have not done and I / we undertake that I / we will not do at any time before the hour and date specified for the return of this Tender any of the following acts:
 - a) Communicate to a person other than the person calling for those Tenders the amount or approximate amount of the proposed Tender, except where the disclosure, in confidence, of the approximate amount of the Tender was necessary to obtain insurance premium quotations required for the preparation of the Tender,
 - b) Enter into any agreement or arrangement with any other person that they shall refrain from Tendering or as to the amount of any Tender to be submitted,
 - c) Offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to any other Tender or proposed Tender for the said work any act or thing of the sort described above.
2. I / we further certify that the principles described in paragraph 1 above have been, or will be, brought to the attention of all sub-contractors, Tenderers and associate companies providing services or materials connected with the Tender, and any contract entered into with the sub-contractors, Tenderers or associated companies will be made on the basis of compliance with the above principles by all parties.

In this certificate, the word “person” includes any persons and anybody or association, corporate or otherwise; and “any agreement or arrangement” includes any such transaction, formal or informal, and whether legally binding or not.

3. I / we confirm that I / we accept any breach of the conditions of this certificate will inevitably lead to the termination of the agreement by NML.

Print Name:

Position:

Telephone Number:

Your Email Address:

Signature:

On behalf of Company:

Section 16 - Non-compliance Statement

Wherever possible, Tenders should be submitted free from exceptions and qualifications. If however, Tenderers are unable to submit a Tender free from exceptions or qualifications, they must set out below all matters on which their Tender does not comply. Any matter not listed below shall be deemed to be accepted by the Tenderer and included within their Tender.

Please note NML is under no obligation to accept or consider a Tender which contains a material or substantive statement of non-compliance, and reserves the right to reject it in total.

Section No. in ITT	Extent of Non – Compliance	Any alternative proposed and the benefit to NML

Print Name:

Position:

Telephone Number:

Your Email Address:

Signature:

On behalf of Company:

Section 17 – Freedom of Information Statement

Dear Sir / Madam,

I / we having read and understood the statement on the Freedom of Information and Environmental Information Regulations would like the following parts of our Tender to be considered as commercially confidential information, however, I / we understand that NML may have to release this information if required to do so by law.

Section No. in ITT	Matter deemed commercially confidential and the reasons for this	Period this information must be kept commercially confidential

Print Name:

Position:

Telephone Number:

Your Email Address:

Signature:

On behalf of Company:
