

THE  
NATIONAL  
MUSEUM



INVITATION TO TENDER (ITT)  
MATERIALS TRIALS FOR THE CONSERVATION OF  
HMS VICTORY  
PORTSMOUTH HISTORIC DOCKYARD

**Issued: 10/08/2020**

**Deadline: Midday 22/09/2020**



Invitation to Tender (ITT)

MATERIALS TRIALS FOR THE CONSERVATION OF  
HMS VICTORY,  
PORTSMOUTH HISTORIC DOCKYARD

**Document Control Sheet**

Report Version	Author	Date	Reviewed and signed off by	Date
1.0	Stephen Green Project Manager HMS Victory	31/07/2020	Andrew Baines Project Director	03/08/2020



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## Distribution Sheet

Invitation to Tender (ITT)

**MATERIALS TRIALS FOR THE CONSERVATION OF  
HMS VICTORY,  
PORTSMOUTH HISTORIC DOCKYARD**

For

**THE NATIONAL MUSEUM OF THE ROYAL NAVY**

DISTRIBUTION			
Date:	Issued to:	Name:	No:
10/08/2020	Tenderers		1 (Final)



## Part 1: INVITATION TO TENDER

### 1.0 INVITATION TO TENDER, CONDITIONS OF TENDER AND TENDER FORMS

**Basis of Invitation.** You are invited to submit a Tender, in accordance with the following Conditions, for the execution of the works detailed in this Tender document. These instructions are designed to ensure that all tenders are given equal and fair consideration. It is important, therefore, that bidders provide all the information asked for in the format and order specified.

Event	Date and details
<b>Contract Description</b>	The National Museum of the Royal Navy (NMRN) wishes to undertake a series of materials trials in support of the long term conservation programme for HMS Victory. These trials are split into a series of packages, and proposals are sought to undertake any or all of the packages. Each package will be awarded on an individual company or organisation basis based upon the tender response selection assessment for that package.
<b>Programme</b>	Commencing on 08th October 2020.
<b>Date of Tender Return</b>	<b>22nd September 2020 - 12 noon</b>  <b>Tenders must be submitted in electronic format to <a href="mailto:tenders@nmrn.org.uk">tenders@nmrn.org.uk</a></b>  <b>It is the sole responsibility of the submitting company to deliver their response as specified, ensuring it is sent to the above email address only. Late responses or responses to any other email address will not be accepted.</b>
<b>Content for Submission</b>	Content requirements for tender returns are listed at Section 5 of this ITT.
<b>NMRN Contact during tender period</b>	Clarifications and enquiries during the tender process can be sent to <a href="mailto:tenders@nmrn.org.uk">tenders@nmrn.org.uk</a>
<b>Last date for Clarifications</b>	Tuesday 15 <sup>th</sup> September 2020 – 12 Noon



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<b>Date of Site Visit</b>	Due to the COVID-19 Pandemic Measures, there will be no site visit. Instead, online MS Team Video Calls (between normal working hours 0900-1700 BST) will be arranged to discuss and brief the package as requested by potential tenderers. Each tenderer may request a single call appointment to be arranged between the periods 19 <sup>th</sup> Aug – 2 <sup>nd</sup> September 2020. Any tenderer wishing to place a call is to contact <a href="mailto:tenderers@nmrn.org.uk">tenderers@nmrn.org.uk</a> , giving a minimum of 2 working days' notice.
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## 1.1 Introduction

The next decade is a key period in the over 260 year long story of HMS Victory and her survival. Over the next 12 years the National Museum of the Royal Navy are delivering a programme of conservation work to ensure the long-term preservation of the ship.

HMS Victory, situated within Portsmouth Historic Dockyard, is a World Class Historic Vessel and an exemplar of a capital warship from the Age of Sail. In addition to being a unique historic asset, and a warship with a famous fighting career, HMS Victory continues to be a significant visitor attraction within the setting of No. 2 Dock and Portsmouth Historic Dockyard. Furthermore, HMS Victory continues to serve as a commissioned warship, and is the Flagship of the Royal Navy's First Sea Lord. It is also for these reasons that it is imperative to sustain her considerable heritage values for this and future generations.

The aim of the HMS Victory Conservation Project is to undertake a programme of conservation to deliver a fully - conserved HMS Victory, in an open environment, and in a condition to survive for 50 years without major work beyond a programme of planned maintenance. This project has an overall timeframe of 10-12 years and will commence in early 2021.

As part of the conservation project, the ships sides will be re-planked with oak, specifically *Quercus robur* or *Quercus petraea*. The principles of re-planking in oak are defined at Annex B.

Due to the shape of the ship's sides (the 'Tumblehome') and the natural movement of timber, caulked seams tend to 'open up' and eventually break down, allowing



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water ingress to the seam which in turn can lead to fungal and insect infestation causing further deterioration.

Alongside the use of traditional pitch as the outer ('paying') sealant of the caulked seam, the National Museum of the Royal Navy (NMRN) wishes to evaluate other materials that may provide better weather and water resistance without compromising the historical appearance and significance of the ship.

The overall aim of the conservation project is to keep HMS Victory in the open air for 50 years, requiring only routine conservation maintenance. The NMRN wishes to conduct materials trials of paint, caulking materials and fixings in order to evaluate and down-select the materials most suited to meet the long term requirement, and is seeking assistance to conduct these trials.

The purpose and scope of this ITT and its supporting documents is to explain in further detail the requirements of the NMRN and the procurement process for submitting a tender proposal.

### 1.2 Arrangements

The packages of trials are intended to inform the selection of materials for work being undertaken to conserve the ship. Any trials conducted, and the recommendations from them, must conform to the stated policies of the Conservation Management Plan (CMP):

*CMP Policy 26. In consultation with the appointed specialist consultants and contractors, and based on research, precedent and /or modelling, consideration will be given to the appropriate weight to be given to each source of data available to inform the selection of new material for use in the conservation project.*

*CMP Policy 29. Material to be removed (during the conservation (sic)) will be replaced on a like for like basis except where:*

*The material to be replaced has proven to be defective and ineffective for its role.*





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*The right quality of timber of the selected species is unavailable at an acceptable cost.*

*Past experience on Victory or comparable vessels has proven that an alternative would perform significantly better in terms of durability.*

*An alternative would bring particular benefits to the character and presentation of the ship.*

*CMP Policy 32. The uniqueness of HMS Victory and its value as archaeological artefact of international significance dictates that every effort should be made to utilise traditional materials and methods for visible fastenings. A specialist assessment should be undertaken (following decisions regarding timber species to be used) and recommendations made with regard to appropriate fixings to be used at locations above and below the waterline, and in exposed and concealed locations.*

*CMP Policy 33. The use of non-traditional materials and methods in the effort to create a watertight envelope will be acceptable provided that:*

*It can be proven that they are more effective, either by experience elsewhere, or through off-ship experimentation/modelling*

It is intended that a series of phased, packaged trials are conducted by a laboratory/testing facility as detailed at Annex B

### **1.3 General Precautions for Works in No. 2 Dock and to HMS Victory**

No work in the dock or ship is anticipated, but packages may involve use of the Ships Side Mock-Up (See Annex A).

**No. 2 Dock:** No. 2 Dock is protected as part of a Scheduled Monument and is Grade I Listed



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**HMS Victory:** HMS Victory has been docked in this position since 1922 and is the only surviving wooden ship from 1759, and is the flagship of the First Sea Lord of the Royal Navy.

#### 1.4 Instructions for Tenderers

On receipt of this Tender **please:**

- Confirm receipt of this document
- Confirm you are willing to Tender by email to [tenders@nmrn.org.uk](mailto:tenders@nmrn.org.uk)
- Review the documents you have received against **Section 1.5** of this document. Should you not have received any of the documents, or drawings listed please contact [tenders@nmrn.org.uk](mailto:tenders@nmrn.org.uk)

#### 1.5 Composition of Tender Documents

The following list of documents, drawings and schedules make up the Tender Documents for the services sought. These documents, drawings and schedules are provided in an electronic format, comprising:

- **Part 1** – ITT
- **Part 2** – Tender Questionnaire
- **Part 3** – Tender Conditions & Contractual Requirements
- **Part 4** – Example Terms and Conditions of Contract

**Supporting Information:**

Annex A - Statement of Requirements

Annex B - HMS VICTORY Timber Specification Principles

Annex C – HMS VICTORY Side Planking Plan

#### 1.6 Submission of Tenders

The documents that must be submitted to form your tender response are listed at **Section 2** of this document

**An electronic version of the Tender must be emailed to [tenders@NMRN.org.uk](mailto:tenders@NMRN.org.uk) by 12:00 on 22<sup>nd</sup> September 2020. No other email**



**address is acceptable for submissions of tenders and any other address used will disqualify the tender.**

The **Form of Tender** contained at the end of this section of the document must be completed using black ink and indelibly signed and dated by the Tenderer, giving the Tender Sum in both words and figures. The Form of Tender will represent the Tenderer's Compliant Tender.

The following requirements should be complied with when submitting your response to this ITT:

- Please ensure that you send your submission in good time to prevent issues with technology – late tender responses, or responses to the wrong email address will be rejected by the NMRN.
- Please ensure that information provided as part of your response is of sufficient quality and detail that an informed assessment of it can be made by the NMRN. Response to tenders must include a cost breakdown of the lump sum, against the submitted project plan.
- Do not submit any additional supporting documentation with your ITT response except where specifically requested to do so as part of this ITT. PDF, JPG, PPT, Word and Excel formats can be used for any additional supporting documentation (other formats should not be used without the prior written approval of the NMRN).
- All attachments/supporting documentation should be provided separately to your main tender response and clearly labelled to make it clear as to which part of your tender response it relates.
- If you submit a generic policy / document you must indicate the page and paragraph reference that is relevant to a particular part of your tender response.
- Unless otherwise stated as part of this ITT or its Annexes, all tender responses should be in the format of the relevant NMRN requirement with your response to that requirement inserted underneath.
- Where supporting evidence is requested as 'or equivalent' – you must demonstrate such equivalence as part of your tender response.
- Any deliberate alteration of an NMRN requirement as part of your tender response will invalidate your tender response to that requirement and for



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evaluation purposes you shall be deemed not to have responded to that particular requirement.

- Responses should be concise, unambiguous, and should directly address the requirement stated.
- Your tender responses to the tender requirements and pricing will be incorporated into the Contract, as appropriate.

### 1.7 Tender Queries & Clarifications

All clarification requests should be submitted to [tenders@nmrn.org.uk](mailto:tenders@nmrn.org.uk) by the Clarification Deadline: **12:00 on 15<sup>th</sup> September 2020**. The NMRN is under no obligation to respond to clarification requests received after the Clarification Deadline.

The office will be closed outside of normal working hours 0900-1700 Monday-Friday and Bank Holidays.

Any clarification requests should clearly reference the appropriate paragraph in the ITT documentation and, to the extent possible, should be aggregated rather than sent individually.

The NMRN reserves the right to issue any clarification request made by you, and the response, to all potential suppliers unless you expressly require it to be kept confidential at the time the request is made. If the NMRN considers the contents of the request not to be confidential, it will inform you and you will have the opportunity to withdraw the clarification query prior to the NMRN responding to all potential suppliers.

The NMRN may at any time request further information from potential suppliers to verify or clarify any aspects of their tender response or other information they may have provided. Should you not provide supplementary information or clarifications to the NMRN by any deadline notified to you, your tender response may be rejected in full and you may be disqualified from this Procurement Process.

### 1.8 Site Visit



In lieu of a site visit, a Tenderer's Brief will be arranged online using MS Teams Video Conference Call, by offered by prior appointment, due to the current COVID-19 Pandemic. Calls may be booked via [tenders@nmrn.org.uk](mailto:tenders@nmrn.org.uk) and by arrangement, and should give at least two working days to make arrangements.

### **1.9 Additions, Alterations or Amendments**

Should any additions, alterations or amendments be deemed necessary during the Tender period, these will be issued to the Tenderers by NMRN as an addendum and will be incorporated into the Appointment Contract. The Tenderer shall confirm that full account has been taken of any such amendments or addenda in their Tender.

### **1.10 Conflicts or Ambiguities**

Any items of information that are conflicting or ambiguous should be brought to the attention of the Support Project Manager prior to submission of the Tender, and in any case before **12:00 15<sup>th</sup> September 2020**. No claims for additional expense arising from any such ambiguity will be allowed unless such notification is received before the Tender is submitted.

### **1.11 Qualifications**

Prices must not be subject to any pricing assumptions, qualifications or indexation not provided for explicitly by the NMRN as part of the pricing approach. In the event that any prices are expressed as being subject to any pricing assumptions, qualifications or indexation not provided for by the NMRN as part of the pricing approach, the NMRN may reject the full tender response at this point.

### **1.12 Definitions**

- The Employer – The National Museum of the Royal Navy, HM Naval Base (PP66), Portsmouth, Hampshire, PO1 3NH. Any reference to Client or Authority shall mean The Employer and vice versa throughout this document.



- Tenderer/s – means the potential provider/s, and their agents, Sub-Consultants or any subsidiaries.
- Tender Documents – means this document in its entirety together with referenced Appendices, addendums etc.

### **1.13 Confidentiality**

Tenderers are required to sign and submit the Non Collusion Certificate enclosed with the Tender Documents and should note the following:

- They must not communicate any figures or other information indicating Tender prices to any third party before the time set for the return of Tenders. (The only exception to this requirement is for the obtaining of insurance quotations; such information is to be given in strict confidence).
- They must not obtain or try to obtain any information in connection with any other Tender before the time set for the return of Tenders.
- They must not make or discuss any arrangement with any third party regarding whether or not they should tender, or about their or any other party's tender.

### **1.14 Property of the Employer**

Any drawings, prints, patterns, specifications, samples or the like issued to Tenderers remain the property of the Employer.

These provisions apply equally to drawings, etc., property rights of which vest in a third party. Drawings etc. should be retained pending notification of the result of tendering, when those held by unsuccessful Tenderers should be returned to the Project Support Manager.

### **1.15 Period of Validity**

Tenders must remain open for consideration (unless previously withdrawn) for 12 weeks from the date fixed for the submission or lodgement of Tenders.



## 1.16 Disclaimer

These documents are made available on condition that they are only used in connection with this Tender competition being conducted by NMRN.

Whilst all reasonable measures have been taken to ensure that the information made available to interested parties has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. Neither NMRN nor its advisers accept any liability or responsibility for the adequacy, accuracy or completeness of, or makes any representation or warranty, express or implied, with respect to, such information contained in this document or on which such documents are based or with respect to any written or oral information made available to any interested recipient or its professional advisers, and any liability therefore is hereby disclaimed.

Each Tenderer to whom this Tender is made available must make its own independent assessment of the Project and all matters relevant to the Project after making such investigation and taking such professional advice as it deems necessary to determine its interest in the Project.

This document is not intended to provide the basis of any investment decision and should not be considered as a recommendation by NMRN or its advisers to any recipient of this Tender.

Nothing within this document is, or should be relied on as, a promise or representation as to the future.

NMRN reserves the right, without prior notice and in their absolute discretion, to change or terminate the Tendering procedure for the Project at any time before appointment is made.

NMRN does not bind itself to accept the lowest or any tender and may refuse to consider any Tender which is incomplete or qualified in any way.



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Any expense incurred by prospective bidders in preparing responses or Tenders will not be reimbursed by NMRN.

No useful purpose will be served by enquiring the result of competitive tendering - tenderers will be notified as early as possible.

## 2.0 CONTENT OF TENDER SUBMISSIONS

The documents that must be submitted to form your tender response are listed in this **Section** below

### 2.1 Tender Questionnaire

The Tenderer is to complete the questionnaire (**Section 3** of this document).

### 2.2 Payment Schedule

The Tenderer is to complete the payment schedule. The percentages for each stage will be negotiated on appointment and as part of contract placement. On completion and handover of work (including snagging list), there will be a defect liability period of 12 weeks, subject to a 5% retention.

### 2.3 Schedule of Resources

The Tenderer is to complete the Schedule of Resources in the Form of Tender to identify the days that the member/s of the proposed team will spend working on the project.

### 2.4 Day Rates

The Tenderer is to complete the Day Rates Schedule in the Form of Tender.

### 2.5 Insurance

**Professional Indemnity Insurance:**





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Tenderers must carry a minimum cover of **£10,000,000**. Confirmation of this cover is required.

**Public Liability Insurance:**

Tenderers must carry a minimum cover of **£10,000,000**. Confirmation of this cover is required.

Tenderers will be required to provide collateral warranties to NMRN and any other funders requiring these for professional services provided under this agreement.

## **2.6 Confirmation of Sufficiency of Scope of Services**

Tenderers are to confirm that the services set out in this document cover all activities and services they consider will be required in order that this project can be properly and professionally completed within time, cost and quality parameters and to ensure the Employer's interests are fully protected throughout.

## **3.0 EVALUATION WEIGHTING AND CRITERIA**

You will have your tender response evaluated as set out below:

**Stage 1:** Tender responses will be checked to ensure that they have been completed correctly and all necessary information has been provided. Tender responses correctly completed with all relevant information being provided will proceed to Stage 2. Any tender responses not correctly completed in accordance with the requirements of this ITT and/or containing omissions will be rejected at this point. Where a tender response is rejected at this point it will automatically be disqualified and will not be further evaluated.

**Stage 2:** If a bidder succeeds in passing Stage 1 of the evaluation, then it will have its detailed tender response to the NMRN's requirements evaluated in accordance with the evaluation methodology set out below.

**Stage 3:** Following the Stage 2 desktop assessment, NMRN reserves the right to interview selected candidates only. This will be by arrangement using MS Team due to the current COVID-19 pandemic measures. Interviews will be used to clarify and validate information received in the tender submission and Stage 2 scores



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may be adjusted accordingly. Interviews will not be scored in their own right. Interviews will take place on 9 September 2019. The Employer reserves the right to select Tenderers for interview and therefore there is a possibility that not all Tenderers will be invited for interview.

**Award Criteria** – Responses from potential suppliers will be assessed to determine the most economically advantageous tender using the following criteria and weightings and will be assessed entirely on your response submitted:

Criteria	Weighting
Quality of Method & Approach	60%
Commercial/ Value for Money	40%

**Scoring Model** – Tender responses will be subject to an initial review at Stage 1 of the evaluation process. Any tender responses not meeting mandatory requirements or constraints (if any) will be rejected in full at this point and will not be assessed or scored further. Tender responses not so rejected will be scored by an evaluation panel appointed by the NMRN for all criteria other than commercial using the following scoring model:

Points	Interpretation
<b>0</b>	Very Poor (does not meet any of the requirement) or Very High/Extreme Risk The response is significantly below what would be expected because of one or all of the following: <ul style="list-style-type: none"><li>• The response indicates a significant lack of understanding</li><li>• The response fails to meet the requirement</li></ul>
<b>1</b>	Poor (meets some of the requirement) or Above Average/High Risk The response meets elements of the requirement but gives concern in a number of significant areas. There are reservations because of one or all of the following: <ul style="list-style-type: none"><li>• There is at least one significant issue needing considerable attention</li><li>• There is insufficient evidence to demonstrate competence or understanding</li><li>• The response is light and unconvincing</li></ul>
<b>4</b>	Fair (meets most, but not all the requirement) or Average Risk The response meets most of the requirement, but there is at least one significant issue of concern or several smaller issues. These would require some further clarification or attention later in the procurement process and may arise through lack of demonstrated capability and/or appropriate



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	<p>evidence. The response therefore shows:</p> <ul style="list-style-type: none"> <li>• Basic understanding of the requirements</li> <li>• Sufficient competence demonstrated through relevant experience</li> <li>• Some areas of concern that require attention.</li> </ul>
<b>7</b>	<p>Good (meets the requirement) or Low Risk</p> <p>The response broadly meets what is expected for the criteria. There are no significant areas of concern, although there might be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows:</p> <ul style="list-style-type: none"> <li>• Good understanding of the requirements</li> <li>• Sufficient competence demonstrated through relevant experience</li> <li>• Some insight demonstrated into the relevant issues.</li> </ul>
<b>9</b>	<p>Very Good (exceeds the requirement) or Very Low Risk</p> <p>The response exceeds what is expected for the criteria. Leave no doubt as to the capability and commitment to deliver what is required. The response therefore shows:</p> <ul style="list-style-type: none"> <li>• Very good understanding of the requirement</li> <li>• Considerable competence demonstrated through relevant experience</li> <li>• Considerable insight into the relevant issues</li> </ul> <p>The response is also likely to propose additional value in several respects above that expected</p>

The Stage 2 Information Provision will include the following categories, with the following weightings:

1. Relevant Skills and Experience
  - 1a. Example of similar project: 15
  - 1b. Organisational plan: 3
  - 1c. CVs: 7
2. Quality of Method Statement
  - 2a. Understanding the brief, role as lead contractor, awareness of H&S: 5
  - 2b. Proposed method and approach, to include testing and assessment matrix: 12
  - 2c. Evidence of risk management: 5
  - 2d. Summary programme: 10
3. Sustainability: 3

These weightings will be multiplied by the scores out of 9, achieved at each category, to achieve a maximum score of 540. This score is then divided by



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540 and multiplied by 60 to achieve a percentage quality score (maximum 60%).

The Contract Award will be based on the most economically advantageous Tender in terms of the criteria stated below:

- Cost: overall fees mapped against proposed resources and total hours included in fee offer: 40%
- Responses given to the Questionnaire at **Part 3: Tender Questionnaire** – Relevant Skills & Experience (25%), Quality of Method Statement (32%), Sustainability responsibility (3%). Total 60%.

#### **RELEVANT SKILLS & EXPERIENCE – Weighting 25%**

Expertise and experience of the personnel proposed for the project – Weighting 25%

- a. An example of a similar project, preferably in a heritage setting, and relevant published work.
- b. An organisation plan providing an illustration that describes the relationships between those personnel responsible for assuring the technical quality of all the deliverables, including the suggested relationship between the Employer, Contractors and any key Stakeholders that are relevant to the work.
- c. The CVs for all the key personnel whom it is proposed shall perform the services. The Tenderer may choose the format for the CVs freely but each CV is expected to contain the name, current job title and details of the professional qualifications and experience in any relevant activities. As a minimum, the following CVs are required:
  - Project Manager,
  - Lead for the Project (if not the Project Manager)
  - Other technicians/scientists directly employed on the Project.

In each case, a summary of relevant published research work and relevant web links and/or pdf's of articles, is to be supplied.

A summary of how the Tenderer will ensure that all personnel and subcontractors, are competent and trained for the roles that they will perform in this specific operation, and consistency of personnel to maintain the standard of work.



## **QUALITY OF METHOD STATEMENT – Weighting 32%**

The response shall include the following:

- a. A detailed description of the methodology to be employed during the tests/trials, and costed menu options, with justification, for each proposed trial.
- b. Evidence that Risk has been considered in the planning of the work, in particular Risk in respect of schedule delays. The Tenderer shall submit specific Risk Assessments for the work AND provide a clear description of how Risk planning and management will continue throughout the work.
- c. A summary programme / project plan of proposed key dates and stages of work.
- d. Clear evidence that Tenderers have an understanding of their obligations and have an appropriate approach to the protection of Health, Safety and the Environment in the preparation of their tenders and throughout any subsequent operations delivered under the contract.

## **SUSTAINABILITY – Weighting 3%**

Examples of environmental sustainability approach – waste disposal and recycling, ethical sourcing.

## **Commercial Evaluation**

Your “Overall Price” for the goods and/or services will be evaluated by the evaluation panel for the purposes of the commercial evaluation. Prices must not be subject to any pricing assumptions, qualifications or indexation not provided for explicitly by the NMRN as part of the pricing approach. In the event that any prices are expressed as being subject to any pricing assumptions, qualifications or indexation not provided for by the NMRN as part of the pricing approach, the NMRN may reject the full tender response at this point. The NMRN may also reject any tender response where the Overall Price for the goods and/or services is considered by the NMRN to be abnormally low following the relevant processes set out under the EU procurement rules.

**Cost Assessment.** The lowest submitted tender will score 40%.

**Pricing will be scored:**

**Total Available Marks x (Lowest Priced Technical and Commercially Complaint Tender/Tenderer’s Price) %**

**Thus if:**



**Tenderer A submits a compliant bid of £46,000**

**And Tenderer B submits a compliant bid of £42,000**

**Then:**

**Tenderer B Scores 40 % (lowest bid)**

**And Tenderer A Scores  $40 \times (£42,000/£46,000) = 36.5\%$**

### **Moderation and application of weightings**

The evaluation panel appointed for this procurement will meet to agree and moderate scores for each award criteria. Final scores will be obtained by applying the relevant weighting factors set out as part of the award criteria table above. The scores for each award criteria will be amalgamated to give a total percentage score.

## **4.0 TIMETABLE FOR PROFESSIONAL SERVICES APPOINTMENTS**

The anticipated timetable for the appointment of the professional team is as follows:

<b>Activity</b>	<b>Date / time</b>
Issue of Contract Notice / availability of ITT documents	10 <sup>th</sup> August 2020
Deadline for clarification questions (Clarification Deadline)	12 Noon 15 <sup>th</sup> September 2020
Tender's Briefs (in lieu of Site Visit Day)	19 <sup>th</sup> August – 2 <sup>nd</sup> September by prior appointment
Deadline for submission of ITT responses by potential suppliers (Tender Response Deadline)	22 <sup>nd</sup> September 2020
Review of tenders, provisional selection of preferred contractor and post-tender activities	22 <sup>nd</sup> -28 <sup>th</sup> September 2020
Anticipated Contract Award	28 <sup>th</sup> September 2020
Award decision standstill letters issued (2 weeks)	29 <sup>rd</sup> September – 12 <sup>th</sup> October
Issue of Contract documents	12 <sup>th</sup> October 2020

## **5.0 CHECK LIST OF TENDER DOCUMENTS**



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The documents that must be submitted to form your tender response are listed in **Section 2** of this document.

Those required by the *Tender Documentation* are the following:

- a) Fully completed tender return form (Form of Tender, found in **Section 6** of this document)

A standalone document to contain:

- b) Detailed breakdown of preliminaries costs
- c) Preliminary programme
- d) Health and Safety information
- e) Details of proposed management team and site team
- f) Draft Construction Management Plan
- g) Statement describing the organisation and resources proposed to achieve high quality control of the works
- h) Any other supporting information the contractor considers necessary or relevant concerning your offer.

Please complete the following checklist and submit it with your Tender to ensure that all of the required information is included in your submission.

- |    |   |                          |
|----|---|--------------------------|
| 1. | Completed Tender Checklist (this page)  | <input type="checkbox"/> |
| 2. | Completed Form of Tender ( <b>Section 6</b> below) including the Fee Instalments and Payment Schedule ( <b>Section 9</b> below) | <input type="checkbox"/> |
| 3. | Completed Non Collusion Certificate ( <b>Section 7</b> below)   | <input type="checkbox"/> |
| 4. | Completed Schedule of Sub Contractors. ( <b>Section 8</b> below)  | <input type="checkbox"/> |
| 5. | Completed Tender Questionnaire at <b>Part 3</b> of this document  | <input type="checkbox"/> |
| 6. | Confirmation of Public Liability (£10,000,000) and Professional Indemnity (£10,000,000).  | <input type="checkbox"/> |
| 7. | Confirmation of sufficiency of Scope of Services.   | <input type="checkbox"/> |



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<b>To:</b>	The National Museum of the Royal Navy HM Naval Base (PP66) Portsmouth Hampshire PO1 3NH
<b>Works:</b>	MATERIALS TRIALS FOR THE CONSERVATION OF HMS VICTORY
<b>Site:</b>	The National Museum of the Royal Navy, HM Naval Base (PP66), Portsmouth, Hampshire, PO1 3NH.

## 6.0 FORM OF TENDER

Dear Sirs

### Materials Trials for the Conservation of HMS Victory

Having inspected the site of the proposed works and examined the Schedules of Work, Drawings, Specifications and Conditions of Contract, we hereby undertake to carry out the proposed works in accordance with the Conditions of Contract as follows:

#### **Tender A**

To undertake to complete the works as set out in the Schedule of Works within the periods set out in the tender documentation, being to start on site from **8<sup>th</sup> October 2020**. For the sum of:

.....

..... £ \_\_\_\_\_

on the basis of a Fixed Price Contract

#### **Tender B**

To undertake to complete the works as set out in the Schedules of Work within ..... calendar weeks (Contractor to insert period) from the Date of Possession. A lead-in period of ..... calendar weeks will be required (Contractor to insert period)

For the sum of: .....

..... £ \_\_\_\_\_





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on the basis of a Fixed Price Contract

We agree that should obvious errors in pricing or errors in arithmetic in the submitted tender documents be discovered before acceptance of this offer then these errors will be identified to the tenderer who will be afforded an opportunity of confirming or withdrawing his/her tender.

We agree that this offer shall remain open for acceptance for a period of 12 weeks.

We confirm that we hold all necessary Tax Certificates as referred to in the Contract.

Signed.....

In the capacity of .....

duly authorised to sign tenders on behalf of .....

.....

Address .....

.....

.....

Date .....2020

Telephone Number .....

**THE EMPLOYER DOES NOT UNDERTAKE TO ACCEPT THE LOWEST OR ANY TENDER OR TO  
REIMBURSE THE COST OF TENDERING**

**7.0 DECLARATION THAT TENDER IS A BONA FIDE COMPETITIVE TENDER  
/ NON COLLUSION CERTIFICATE**



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The essence of selective Tendering is that the Employer shall receive bona fide competitive Tenders from all those Tendering. In recognition of this principle, we certify that this is a bona fide Tender, intended to be competitive, and that 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. We also certify that we have not done and we undertake that 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. Communicating 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. Entering 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;
- c. Offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done on causing or having caused to be done in relation to any other Tender or proposed Tender for the said work any act or thing of the sort described above.

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

**SIGNED** by:

Tenderer's Signature(s): \_\_\_\_\_

Print Name(s) in full: \_\_\_\_\_

Date: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_



## 8.0 SCHEDULE OF SUB-CONTRACTORS

The Tenderer shall state below the name and addresses of any firms to whom he proposes to sub-let work.

Service	Sub-Contractor Details	Approximate Value

**SIGNED** by:

Tenderer's Signature(s): \_\_\_\_\_

Print Name(s) in full: \_\_\_\_\_

Date: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_



## 9.0 FEE INSTALMENTS / PAYMENT SCHEDULE

Tenderer Name: \_\_\_\_\_

Professional Service: \_\_\_\_\_

Please confirm fee payment due at the completion of any or all of the Trials Packages. Tenderers may wish to propose a payment schedule that includes intermediate stage invoices against delivered output. This will be acceptable to NMRN as long as those invoices are set against clearly identified deliverables.

**Packages must be priced on an individual basis. A tenderer may bid for 1, or more packages. No bids based on combined package discounts are to be submitted and will not be accepted.**

	Package and Stage and Lump Sum Fee	Cost (£) (Lump Sum)
<b>1</b>	<b>Package 1</b>	
1.1	Report)	
1.2	<i>etc.</i>	£
	<i>Final invoice</i>	
<b>TOTAL for Package 1 (EXC. VAT)</b>		
<b>2</b>	<b>Package 2</b>	
2.1	Report	
	<i>Final invoice</i>	£
<b>TOTAL for Package 2 (EXC. VAT)</b>		£
<b>3</b>	<b>Package 3</b>	
3.1	2 Year Trials Plan	
	<i>2 x 1 year extension (price per year)</i>	
	<i>Final Invoice</i>	
<b>TOTAL for Package 3 (EXC. VAT)</b>		
<b>4</b>	<b>Costed Option 1</b>	
4.1	Trial of Infill	
	<i>Final Invoice</i>	
<b>TOTAL for Costed Option 1 (EXC. VAT)</b>		



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<b>5</b>	<b>Costed Option 2 Non-Invasive Testing</b>	
<b>5.1</b>	3 year trials proposal	
	<i>Final Invoice</i>	
<b>TOTAL for Costed Option 2 (EXC. VAT)</b>		

The Tenderer is to allow a period of 30 days between the Employer's receipt of the invoice and receiving payment.

## 9.1 Day Rates

Please confirm day rates for the following project personnel:

Staff Member	Hourly Rate (£)	Daily Rate (£)	Travel (per day or per visit) (£)	Accommodation (per night) (£)	Subsistence (per day) (£)
<b>Lead</b>					
<b>Project Team Member 1</b>					
<b>Project Team Member 2</b>					
<b>Project Team Member 3</b>					
<b>etc.</b>					

The above day rates will be utilised to negotiate any additional works that may be required if deemed to be beyond the reasonable scope of the works specified.

All day rates are to be based on a 7.5 hour day.

The fee offer is to include all expenses and disbursements (including printing charges).  
The percentage allowed for expenses within the fee offer above is \_\_\_\_\_ %

**SIGNED** by:

Tenderer's Signature(s): \_\_\_\_\_



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Print Name(s) in full: \_\_\_\_\_

Date: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_



## PART 2: TENDER QUESTIONNAIRE

### 1: POTENTIAL SUPPLIER INFORMATION

Please answer the following questions in full.

Section 1	Tenderer information	
Question number	Question	Response
1.1(a)	Full name of the tenderer submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	



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1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	
1.1(k)	Trading name(s) that will be used if successful in this procurement	
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public service mutual	
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate:  - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. (Please enter N/A if not applicable)	
1.1(o)	Details of immediate parent company: - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable)	





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	(Please enter N/A if not applicable)	
1.1(p)	<p>Details of ultimate parent company:</p> <ul style="list-style-type: none"><li>- Full name of the ultimate parent company</li><li>- Registered office address (if applicable)</li><li>- Registration number (if applicable)</li><li>- Head office DUNS number (if applicable)</li><li>- Head office VAT number (if applicable)</li></ul> <p>(Please enter N/A if not applicable)</p>	

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.



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Please provide the following information about your approach to this procurement:

Section 1	Bidding model																										
Question number	Question					Response																					
1.2(a) - (i)	Are you bidding as the lead contact for a group of contractors?					<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.</p> <p>If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.</p>																					
1.2(a) - (ii)	Name of group of contractors (if applicable)																										
1.2(a) - (iii)	Proposed legal structure if the group of contractors intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.																										
1.2(b) - (i)	Are you or, if applicable, the group of contractors proposing to use sub-contractors?					<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>																					
1.2(b) - (ii)	<p>If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.</p> <table border="1"> <thead> <tr> <th>Name</th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>Registered address</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Trading status</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>						Name							Registered address							Trading status						
Name																											
Registered address																											
Trading status																											



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	Company registration number					
	Head Office DUNS number (if applicable)					
	Registered VAT number					
	Type of organisation					
	SME (Yes/No)					
	The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables					
	The approximate % of contractual obligations assigned to each subcontractor					

**Contact details and declaration**

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section. I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question number	Question	Response
1.3(a)	Contact name	



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1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	

## 2: EXCLUSION GROUNDS

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	<p><b>Regulations 57(1) and (2)</b></p> <p>The detailed grounds for mandatory exclusion of an organisation are set out on this <a href="#">webpage</a>, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the <a href="#">webpage</a>.</p>	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Corruption.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)



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	Fraud.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
2.1(b)	If you have answered yes to question 2.1(a), please provide further details. Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.	
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning)	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(a)	<b>Regulation 57(3)</b> Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	



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Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Section 3	Grounds for discretionary exclusion
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Question number	Question	Response
3.1	<p><b>Regulation 57 (8)</b></p> <p>The detailed grounds for discretionary exclusion of an organisation are set out on this <a href="#">webpage</a>, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>	
3.1(a)	Breach of environmental obligations?	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>If Yes please provide details at 3.2</p>
3.1 (b)	Breach of social obligations?	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>If Yes please provide details at 3.2</p>
3.1 (c)	Breach of labour law obligations?	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If Yes please provide details at 3.2</p>
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>If Yes please provide details at 3.2</p>



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3.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2



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3.1(j)	Please answer the following statements:	
3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j) - (ii)	The organisation has withheld such information.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j) -(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	





### 3: SELECTION QUESTIONS

Section 4	Economic and Financial Standing	
Question number	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested?  If no, can you provide <b>one</b> of the following: answer with Y/N in the relevant box.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	Yes <input type="checkbox"/> No <input type="checkbox"/>



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<b>Section 5</b>	<b>If you have indicated in the Selection Questionnaire question 1.2 that you are part of</b>	
	<b>a wider group, please provide further details below:</b>	
<b>Name of organisation</b>		
<b>Relationship to the Supplier completing these questions</b>		
<b>Question number</b>	<b>Question</b>	<b>Response</b>
5.1	Are you able to provide parent company accounts if requested to at a later stage?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes <input type="checkbox"/> No <input type="checkbox"/>



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Section 6	Technical and Professional Ability
6.1	<p><b>Relevant experience and contract examples</b></p> <p>Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p> <p>If you cannot provide examples see question 6.3.</p>

	Contract 1	Contract 2	Contract 3
Name of customer organisation			
Point of contact in the organisation			
Position in the organisation			
E-mail address			
Description of contract			
Contract Start date			
Contract completion date			
Estimated contract value			



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6.2	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>
6.3	<p>If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.</p>

Section 7	Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015	
7.1	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes <input type="checkbox"/> N/A <input type="checkbox"/>



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7.2	If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	<p>Yes <input type="checkbox"/></p> <p>Please provide the relevant url ...</p> <p>No <input type="checkbox"/></p> <p>Please provide an explanation</p>
-----	--	--



## 8. Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

Section 8	Additional Questions
8.1	Insurance
a.	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Y/N</p> <p>Employer's (Compulsory) Liability Insurance = £x</p> <p>Public Liability Insurance = £x</p> <p>Professional Indemnity Insurance = £x</p> <p>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>

## 4: TECHNICAL ABILITY

### **Questions – Total Weighting 60%**

Tenderers are to provide details of the approach that will be taken by the Tenderers in response to the requirements of this tender document. The Tenderer shall provide a detailed description of their proposed solution for performing the Work. The Tenderer may choose the format freely and the use of diagrams is encouraged. Details should also be provided relating to any relevant issues you envisage may arise over the duration of the contract and the type of approach you would adopt to handle these issues.

#### **4.1 GENERAL COMPANY CAPABILITY & UNDERSTANDING**

- A general company description or background. **(Weighting Pass/Fail)**
- Confirmation that the Tenderer is aware of the Project Brief and other information that the Tenderer requires to quote for and perform the Work. **(Weighting Pass/Fail)**



## 4.2 RELEVANT SKILLS & EXPERIENCE

### 4.2.1 Expertise and experience of the personnel proposed for the project – Weighting 25%

- An example of a similar project, preferably on a heritage site that has statutory designations and so is legally protected, such as a Listed Building or Scheduled Monument.
- An organisation plan providing an illustration that describes the relationships between those personnel responsible for assuring the technical quality of all the deliverables, including the suggested relationship between the Employer, Contractors and any key Stakeholders that are relevant to the work.
- The CVs for all the key personnel whom it is proposed shall perform the services. The Tenderer may choose the format for the CVs freely but each CV is expected to contain the name, current job title and details of the professional qualifications and experience in any relevant activities. As a minimum, the following CVs are required:
  - Tenderer's Project Manager,
  - Lead Designer
  - Site Foreman
  - Summary of how the Tenderer will ensure that all personnel are competent and trained for the roles that they will perform in this specific operation.

Assessment	Score
Very Good	9
Good	7
Fair	4
Poor	1
Nil Response/Very Poor	0

### 4.2.2 Quality of Method Statement – Weighting 32%

The response shall include the following:

- A detailed description of the methodology to be employed during the works, including precautions to avoid impacting the dock stonework or the vessel.
- Evidence that Risk has been considered in the planning of the work, in particular Risk in respect of schedule delays. The Tenderer shall submit specific Risk Assessments



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for the work AND provide a clear description of how Risk planning and management will continue throughout the work.

- A summary programme.
- Clear evidence that Tenderers have an understanding of their obligations as Lead Designer and Lead Contractor, as defined in CDM 2015, and have an appropriate approach to the protection of Health, Safety and the Environment in the preparation of their tenders and throughout any subsequent operations delivered under the contract.

Assessment	Score
Very Good	9
Good	7
Fair	4
Poor	1
Nil Response/Very Poor	0

### 4.2.3 Sustainability – Weighting 3%

The tenderer's response to the sustainability of the build shall include:

- Use of materials from sustainable sources
- Disposals of waste: All wastes generated by the site and site operations must be managed and disposed of in an environmentally safe and correct manner in accordance with statutory requirements
- Emissions to air, including noise, odour, dust, vibration;
- Releases to water.

Assessment	Score
Very Good	9
Good	7
Fair	4
Poor	1
Nil Response/Very Poor	0





## PART 3: TENDER CONDITIONS AND CONTRACTUAL REQUIREMENTS

### 1 Contracting Requirements

- 1.1 The contracting authority is NMRN Operations, or any NMRN subsidiary companies and other organisations that control or are controlled by the NMRN from time to time.
- 1.2 The appointed supplier will be expected to travel to NMRN Portsmouth.
- 1.3 The NMRN's contracting and commercial approach in respect of the required goods and/or services is set out at **Part 4** (Example Terms and Conditions of contract) ("**Contract**"). By submitting a tender response, you are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.
- 1.4 The Contract awarded will be for a duration as quantified by the tenderer during the tendering process with an option for an extension if the need arises and on permission by the NMRN.
- 1.5 In the event that you have any concerns or queries in relation to the Contract, you should submit a clarification request in accordance with the provisions of this ITT by the Clarification Deadline (as defined below in the Timescales section of this ITT). Following such clarification requests, the NMRN may issue a clarification change to the Contract that will apply to all potential suppliers submitting a tender response.
- 1.6 The NMRN is under no obligation to consider any clarifications / amendments to the Contract proposed following the Clarification Deadline, but before the Tender Response Deadline (as defined below in the Timescales section of this ITT). Any proposed amendments that are received from a potential supplier as part of its tender response shall entitle the NMRN to reject that tender response and to disqualify that potential supplier from this Procurement Process.

### 2 Policy Requirements

- 2.1 By submitting a tender response in connection with this Procurement Process, potential suppliers confirm that they will, and that they shall ensure that any consortium members and/or subcontractors will, comply with all applicable laws, codes of practice, statutory guidance and applicable NMRN policies relevant to the goods and/or services being supplied.
- 2.2 For the successful delivery of the work the tenderer should have an in-depth understanding of exhibition design and delivery.
- 2.3 The tenderer must also comply with IOSH Health & Safety Standards when on the NMRN's site and when undertaking the tendered work [<http://www.iosh.co.uk/>]. When working in



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confined spaces or at height, the contractor and/or any sub-contractor must have the necessary relevant training in confined spaces and/or working at height before work commences.

- 2.4 The Copyright of any information and/or data generated by the awarded supplier as part of the works as set out in this ITT shall be considered as under the ownership of the NMRN.

### 3. General Tender Conditions (“Tender Conditions”)

- 3.1 Application of these Tender Conditions – In participating in this Procurement Process and/or by submitting a tender response it will be implied that you accept and will be bound by all the provisions of this ITT and its Annexes. Accordingly, tender responses should be on the basis of and strictly in accordance with the requirements of this ITT.
- 3.2 Third party verifications – Your tender response is submitted on the basis that you consent to the NMRN carrying out all necessary actions to verify the information that you have provided, and the analysis of your tender response being undertaken by one or more third parties commissioned by the NMRN for such purposes.
- 3.3 Information provided to potential suppliers – Information that is supplied to potential suppliers as part of this Procurement Process is supplied in good faith. The information contained in the ITT and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue but the NMRN will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the NMRN.
- 3.4 Potential suppliers to make their own enquires – You are responsible for analysing and reviewing all information provided to you as part of this Procurement Process and for forming your own opinions and seeking advice as you consider appropriate. You should notify the NMRN promptly of any perceived ambiguity, inconsistency or omission in this ITT and/or any in of its associated documents and/or in any information provided to you as part of this Procurement Process.
- 3.5 Amendments to the ITT – At any time prior to the Tender Response Deadline, the NMRN may amend the ITT. Any such amendment shall be issued to all potential suppliers, and if appropriate to ensure potential suppliers have reasonable time in which to take such amendment into account, the Tender Response Deadline shall, at the discretion of the NMRN, be extended. Your tender response must comply with any amendment made by the NMRN in accordance with this paragraph 3.3.5 or it may be rejected.
- 3.6 Compliance of tender response submission – Any goods and/or services offered should be on the basis of and strictly in accordance with the ITT (including, without limitation, any specification of the NMRN's requirements, these Tender Conditions and the Contract) and



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all other documents and any clarifications or updates issued by the NMRN as part of this Procurement Process.

- 3.7 Format of tender response submission – Tender responses must comprise the relevant documents specified by the NMRN completed in all areas and in the format as detailed by the NMRN in Annex 2 (Supplier Response). Any documents requested by the NMRN must be completed in full. It is, therefore, important that you read the ITT carefully before completing and submitting your tender response.
- 3.8 Modifications to tender response documents once submitted – You may modify your tender response prior to the Tender Response Deadline by giving written notice to the NMRN. Any modification should be clear and submitted as a complete new tender response in accordance with Annex 2 (Supplier Response) and these Tender Conditions.
- 3.9 Rejection of tender responses or other documents – A tender response or any other document requested by the NMRN may be rejected which:
- contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format of the tender documentation provided;
  - contains hand written amendments which have not been initialled by the authorised signatory;
  - does not reflect and confirm full and unconditional compliance with all of the documents issued by the NMRN forming part of the ITT;
  - contains any caveats or any other statements or assumptions qualifying the tender response that are not capable of evaluation in accordance with the evaluation model or requiring changes to any documents issued by the NMRN in any way;
  - is not submitted in a manner consistent with the provisions set out in this ITT;
  - contains information which is inconsistent with answers already given in the pre-qualification questionnaire completed as part of this Procurement Process or;
  - is received after the Tender Response Deadline.
- 3.10 Disqualification – If you breach these Tender Conditions, if there are any errors, omissions or material adverse changes relating to any information supplied by you at any stage in this Procurement Process, if any other circumstances set out in this ITT, and/or in any supporting documents, entitling the NMRN to reject a tender response apply and/or if you or your appointed advisers attempt:
- to inappropriately influence this Procurement Process;
  - to fix or set the price for goods or services;
  - to enter into an arrangement with any other party that such party shall refrain from submitting a tender response;
  - to enter into any arrangement with any other party (other than another party that forms



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part of your consortium bid or is your proposed sub-contractor) as to the prices submitted;

- to collude in any other way;
- to engage in direct or indirect bribery or canvassing by you or your appointed advisers in relation to this Procurement Process; or
- to obtain information from any of the employees, agents or advisors of the NMRN concerning this Procurement Process (other than as set out in these Tender Conditions) or from another potential supplier or another tender response,

The NMRN shall be entitled to reject your tender response in full and to disqualify you from this Procurement Process. Subject to the "Liability" Tender Condition below, by participating in this Procurement Process you accept that the NMRN shall have no liability to a disqualified potential supplier in these circumstances.

- 3.11 Tender costs – You are responsible for obtaining all information necessary for preparation of your tender response and for all costs and expenses incurred in preparation of the tender response. Subject to the "Liability" Tender Condition below, you accept by your participation in this procurement, including without limitation the submission of a tender response that you will not be entitled to claim from the NMRN any costs, expenses or liabilities that you may incur in tendering for this procurement irrespective of whether or not your tender response is successful.
- 3.12 Rights to cancel or vary this Procurement Process - By issuing this ITT, entering into clarification communications with potential suppliers or by having any other form of communication with potential suppliers, the NMRN is not bound in any way to enter into any contractual or other arrangement with you or any other potential supplier. It is intended that the remainder of this Procurement Process will take place in accordance with the provisions of this ITT but the NMRN reserves the right to terminate, suspend, amend or vary (to include, without limitation, in relation to any timescales or deadlines) this Procurement Process by notice to all potential supplier in writing. Subject to the "Liability" Tender Condition below, the NMRN will have no liability for any losses, costs or expenses caused to you as a result of such termination, suspension, amendment or variation.
- 3.13 Consortium Members and sub-contractors – It is your responsibility to ensure that any staff, consortium members, sub-contractors and advisers abide by these Tender Conditions and the requirements of this ITT.
- 3.14 Liability – Nothing in these Tender Conditions is intended to exclude or limit the liability of the NMRN in relation to fraud or in other circumstances where the NMRN's liability may not be limited under any applicable law.



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### **4. Mandatory Requirements / Constraints**

- 4.1 As part of your tender response, you must confirm that you meet the mandatory requirements / constraints, if any, as set out in the NMRN's specification forming part of this ITT. A failure to comply with one or more mandatory requirements or constraints shall entitle the NMRN to reject a tender response in full.

### **5. Confidentiality and Information Governance**

- 5.1 All information supplied to you by the NMRN, including this ITT and all other documents relating to this Procurement Process, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to your professional advisers, consortium members and/or sub-contractors strictly for the purposes only of helping you to participate in this Procurement Process and/or prepare your tender response) unless the information is already in the public domain or is required to be disclosed under any applicable laws.
- 5.2 You shall not disclose, copy or reproduce any of the information supplied to you as part of this Procurement Process other than for the purposes of preparing and submitting a tender response. There must be no publicity by you regarding the Procurement Process or the future award of any contract unless the NMRN has given express written consent to the relevant communication.
- 5.3 This ITT and its accompanying documents shall remain the property of the NMRN and must be returned on demand.
- 5.4 The NMRN reserves the right to disclose all documents relating to this Procurement Process, including without limitation your tender response, to any employee, third party agent, adviser or other third party involved in the procurement in support of, and/or in collaboration with, the NMRN. The NMRN further reserves the right to publish the Contract once awarded and/or disclose information in connection with supplier performance under the Contract in accordance with any public sector transparency policies (as referred to below). By participating in this Procurement Process, you agree to such disclosure and/or publication by the NMRN in accordance with such rights reserved by it under this paragraph.
- 5.5 The use of blanket protective markings of whole documents such as "commercial in confidence" will not be sufficient. By participating in this Procurement Process you agree that the NMRN should not and will not be bound by any such markings.
- 5.6 In addition, marking any material as "confidential" or "commercially sensitive" or equivalent should not be taken to mean that the NMRN accepts any duty of confidentiality by virtue of such marking. You accept that the decision as to which information will be disclosed is reserved to the NMRN, notwithstanding any consultation with you or any designation of information as confidential or commercially sensitive or equivalent you may have made. You agree, by participating further in this Procurement Process and/or submitting your tender



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response that all information is provided to the NMRN on the basis that it may be used by the NMRN in accordance with the provisions of this ITT.

- 5.7 Tender responses are also submitted on the condition that the appointed supplier will only process personal data (as may be defined under any relevant data protection laws) that it gains access to in performance of this Contract in accordance with the NMRN's instructions and will not use such personal data for any other purpose. The contracted supplier will undertake to process any personal data on the NMRN's behalf in accordance with the relevant provisions of any relevant data protection laws and to ensure all consents required under such laws are obtained.

### **6. Tender Validity**

- 6.1 Your tender response must remain open for acceptance by the NMRN for a period of 12 working weeks from the Tender Response Deadline. A tender response not valid for this period may be rejected by the NMRN;

### **7. Payment and Invoicing**

- 7.1 The NMRN will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the Contract. Suppliers to the NMRN must ensure comparable payment provisions apply to the payment of their sub-contractors and the sub-contractors of their sub-contractors. General requirements for an invoice for the NMRN include:
- A description of the good/services supplied is included.
  - The NMRN's reference number/Purchase Order number is included.
  - The address must reflect that supplied on the NMRN Purchase Order.
- 7.2 The NMRN will retain 5% of the total contract value until the project has been delivered to agreed standards as detailed on appointment of the successful contractor. Payment of this final invoice will be subject to NMRN's standard 30 day terms of payment.



## PART 4: EXAMPLE TERMS AND CONDITIONS OF CONTRACT

**THIS AGREEMENT** is made on [ ] 2020

**BETWEEN**

- (1) The National Museum of the Royal Navy a company limited by guarantee and incorporated under number 6699696 with registered charity number 1126283 whose registered office is at H M Naval Base, PP66, Portsmouth, Hampshire PO1 3NH ("the Supplier"); and
- (2) [ ] a company registered in England and Wales with number [ ] whose registered office is at [ ] OR IF A PERSON [ ] of [ ] ("the Customer").

**BACKGROUND**

The Customer wishes to purchase and the Supplier wishes to supply certain services subject to the following terms and conditions.

**NOW IT IS AGREED** as follows:

### 1. INTERPRETATION

#### 1.1. Definitions

In this Agreement the following words and expressions shall have the following meanings:

**Charges** the Supplier's charges for the Services as set out in [specify] and any other sums due to the Supplier under this Agreement;

**Commencement Date** [the date of this Agreement;]

**Confidential Information** all information disclosed by or on behalf of a party (in whatever medium including in written, oral, visual or electronic form and whether before or after the date of this Agreement) including all business, financial, commercial, technical, operational, organisational, legal, management and marketing information;

**Deliverables** any documents, products and materials to be developed and provided by the Supplier as part of or in connection with the Services, including any products of the Services;

**Intellectual Property** all inventions, patents, utility models, designs (including rights relating to semi-conductor topographies), database rights,





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copyright and related rights, rights in get up and trade marks (in each case whether registered or unregistered), together with all rights to the grant of and applications for the same and including all similar or analogous rights and all other rights in the nature of intellectual and industrial property throughout the world and all future rights of such nature; and

### Services

the services described within the Tender Proposal, including the development and provision of any Deliverables.

### 1.2 Construction

1.2.1 In this Agreement, unless otherwise specified or the context otherwise requires:

- (a) words importing the singular only shall include the plural and vice versa;
- (b) words importing the whole shall be treated as including a reference to any part;
- (c) reference to this Agreement or to any other document is a reference to this Agreement or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time as permitted by the provisions of this Agreement;
- (d) reference to any legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept, state of affairs or thing shall in respect of any jurisdiction other than England be deemed to include that which most closely approximates in that jurisdiction to the English legal term; and
- (e) references to termination of this Agreement shall include its expiry.

1.2.2 Any phrase in this Agreement introduced by the term “include”, “including”, “in particular” or similar expression shall be construed as illustrative and shall not limit the sense of the words preceding that term.

1.2.3 Headings used in this Agreement are for reference only and shall not affect its construction or interpretation.

### 1.3 Other references

In this Agreement a reference to:

1.3.1 **this Agreement** means this agreement including all Schedules, Annexures, Exhibits and other attachments and recitals to this agreement;

1.3.2 **business day** means a day, other than a Saturday or a Sunday, on which banks are open for business in London;

1.3.3 **parties** means the Customer and the Supplier collectively, and “party” means either of them and their permitted assignees;

1.3.4 **person** includes any individual, firm, company, corporation, body corporate, government, state or agency of state, trust or foundation, or any association, partnership or





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unincorporated body of two or more of the foregoing (whether or not having separate legal personality and wherever incorporated or established);

1.3.5 **recorded delivery** means special or recorded delivery (or other “proof of delivery” or “proof of posting” service that Royal Mail may from time to time offer) and

1.3.6 **written** or **in writing** includes any non-transitory form of visible reproduction of words including email but not fax, email or, any form of messaging via social media or text message.

## 2 SERVICES

2.1 The Supplier shall provide and the Customer shall receive the Services on the terms set out in this Agreement.

2.2 The Supplier shall:

2.2.1 co-operate with the Customer in all matters relating to the Services;

2.2.2 observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer’s premises. The Customer reserves the right to refuse the Supplier access to the Customer’s premises which is not necessary for the performance of the Services;

2.2.3 notify the Customer as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Services; and

2.2.4 obtain, and at all times maintain, all necessary licences and consents and comply with all relevant legislation in relation to:

a) the Services and their use by the Customer (including use of the Customer’s equipment and software in conjunction with the Supplier’s equipment and software); and

b) use by the Supplier of the Deliverables and all documents, information and materials provided by the Supplier [or its agents, subcontractors, consultants or employees], including [computer programs, data, reports and specifications.

2.3 The Supplier may not charge for the time it spends assessing or responding to a request from the Customer for a change to the Services except with the prior written agreement of the Customer.

2.4 The Supplier acknowledges that:

2.4.1 it may be providing the Services for the benefit of any company in relation to which the Customer is a “group undertaking” as defined in section 1161 of the Companies Act 2006 or for the benefit of any unincorporated charity controlled by the Customer or any such company; and

2.4.2 any such company is a third party beneficiary which may enforce the terms of this Agreement in accordance with the Contracts (Rights of Third Parties) Act 1999.



### **3 CUSTOMER'S OBLIGATIONS**

#### **3.1 The Customer shall:**

- 3.1.1 use reasonable endeavours to co-operate with the Supplier in matters relating to the Services;
- 3.1.2 provide such access to the Customer's premises and data, and such office accommodation and other facilities as may reasonably be requested by the Supplier and agreed with the Customer in writing in advance, for the purposes of the Services;
- 3.1.3 provide such information as the Supplier may reasonably request and the Customer considers reasonably necessary, in order for the Customer to carry out the Services in a timely manner; and
- 3.1.4 inform the Supplier of all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises.

#### **3.2 Actual or potential non-compliance by the Customer with any of its obligations in this clause and elsewhere shall only relieve the Supplier from performance under this Agreement:**

- 3.2.1 to the extent that it restricts or precludes performance of the Services by the Supplier, and
- 3.2.2 if the Supplier has notified details to the Customer in writing promptly after the actual or potential non-compliance has come to its attention.

### **4 PERFORMANCE OF THE SERVICES**

#### **4.1 The Supplier shall:**

- 4.1.1 perform the Services with reasonable skill and care and in accordance with generally recognised commercial practices and standards in the industry for similar services;
- 4.1.2 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled;
- 4.1.3 ensure that the Services conform in all respects and at all times with any specification or description for the Services agreed by the parties and comply with all applicable legislation;
- 4.1.4 ensure that the Deliverables are of satisfactory quality; and
- 4.1.5 meet any agreed performance dates and time for performance by the Supplier shall be of the essence of this Agreement.

#### **4.2 If the Supplier is in material breach of clause 4.1, the Customer may (without prejudice to any other rights it may have, including termination for material or repeated breach under clauses 12.1.1 and 12.1.2):**

- 4.2.1 refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
- 4.2.2 purchase substitute services from elsewhere;
- 4.2.3 hold the Supplier accountable for any loss and additional costs incurred; and



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- 4.2.4 have all sums previously paid by the Customer to the Supplier under this Agreement refunded by the Supplier less a reasonable charge for provision of the Services up to the date of the breach.
- 4.3 The Customer's rights under this Agreement are in addition to the statutory terms implied in favour of the Customer by the Supply of Goods and Services Act 1982 and any other statute.
- 4.4 During the term of this Agreement and for a period of one year afterwards the Supplier shall maintain in force the following insurance policies with reputable insurance companies:
- 4.4.1 Public liability insurance with a limit of at least £10 million per claim; and
- 4.4.2 Professional indemnity insurance with a limit of at least £10 million for claims arising from a single event or series of related events in a single calendar year; and
- 4.4.3 Employers liability insurance with a limit of at least £10 million per claim.
- 4.5 The provisions of this clause 4 shall extend to any substituted or remedial services provided by the Supplier.

## **5 CHARGES AND PAYMENT**

- 5.1 In consideration of the provision of the Services, the Customer shall pay to the Supplier the Charges. Unless specified, the Customer shall be under no obligation to reimburse to the Supplier costs and expenses incurred by the Supplier in the performance of the Services.
- 5.2 Where Services are provided on a time and materials basis:
- 5.2.1 the Supplier's standard daily fee rates for each person are calculated on the basis of an eight-hour day, worked between 8.00 am and 5.00 pm on weekdays (excluding public holidays);
- 5.2.2 all materials shall be supplied at cost unless specified;
- 5.2.3 the Supplier shall not be entitled to charge on a pro-rata basis for part-days worked by the Supplier's personnel unless it has the Customer's prior written consent to do so;
- 5.2.4 the Supplier shall ensure that the Supplier's personnel complete time sheets recording time spent on the Services, and the Supplier shall use such time sheets to calculate the charges covered by each monthly invoice;
- 5.2.5 each invoice shall set out the time spent by each of the Supplier's personnel and be accompanied by timesheets; and
- 5.2.6 the Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services in such form as the Customer shall approve. The Supplier shall allow the Customer and its agents to inspect and take copies of such records at all reasonable times on request.
- 5.3 All Charges are expressed exclusive of VAT. The Customer shall pay to the Supplier, in addition to the Charges, the amount of VAT (if any) which is properly chargeable by the Supplier to the Customer on or in respect of the Charges.



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- 5.4 Unless otherwise specified, the Charges and any reimbursable costs and expenses shall be invoiced monthly in arrears. Invoices for agreed expenses shall be payable only if accompanied by a detailed breakdown of the expenses and relevant receipts.
- 5.5 Payment of invoices in relation to which there is no bona fide dispute shall be made in full within 30 days of the date of invoice. Payment of invoices in relation to which there is a bona fide dispute shall be made within 45 days of settlement of the dispute. The time for payment of the Charges shall not be of the essence of this Agreement.
- 5.6 If the liabilities to be set off are expressed in different currencies, the Customer may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.

**6 CONFIDENTIALITY**

- 6.1 Each party shall use the Confidential Information of the other party disclosed to it (by whoever disclosed) only for the proper performance of its duties under the Agreement and shall not without the disclosing party's written consent disclose or permit the disclosure of the Confidential Information except in confidence for the proper performance of its duties under the Agreement to those of its employees, officers and professional advisers who need to have access to it.
- 6.2 The provisions of clause 6.1 shall not apply to Confidential Information that:
  - 6.2.1 the receiving party can prove was known to the receiving party or in its possession before that information was acquired from, or from some person on behalf of, the disclosing party;
  - 6.2.2 is in or enters the public domain through no wrongful default of the receiving party or any person on its behalf, provided that this clause 6.2.2 shall only apply from the date that the relevant Confidential Information enters the public domain;
  - 6.2.3 the receiving party receives from a third party without similar obligations of confidence in circumstances where the third party did not obtain that information as a result of a breach of an obligation of confidence; or
  - 6.2.4 is required to be disclosed by any applicable law or by order of any Court of competent jurisdiction or any government body, agency or regulatory body, to the extent of the required disclosure.
- 6.3 If the receiving party has reasonable grounds to believe that the disclosing party is involved in activity that constitutes an offence under the Bribery Act 2010, it may disclose relevant Confidential Information to the Serious Fraud Office (or other relevant government body) without informing the disclosing party of such disclosure.
- 6.4 Within three (3) days of receipt of a request to do so made at any time and in any event if the Agreement is terminated, the receiving party shall promptly return or destroy (at the



option of the disclosing party) all Confidential Information of the disclosing party.

## **7 INTELLECTUAL PROPERTY**

- 7.1 As between the Supplier and the Customer, all Intellectual Property created in the course of the Services (including in the Deliverables) which subsists now or at any time in the future shall be the exclusive property of the Customer. To the extent that any Intellectual Property created in the course of the Services vests in the Supplier, the Supplier assigns (by way of assignment of present and future rights) without payment all such Intellectual Property to the Customer with full title guarantee. If the Supplier is unable to assign such Intellectual Property (because the laws in another country differ from English law and do not permit such assignment), the Supplier shall immediately on request execute all documents that may be necessary to effect the transaction that most closely resembles the commercial intent of an assignment and is permitted in the relevant territory. Pending the above assignments and remaining formalities relating to such assignments, the Supplier shall hold all such Intellectual Property on trust for the Customer.

## **8 INDEMNITY**

- 8.1 The Supplier shall indemnify and hold the Customer harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, the Customer as a result of or in connection with:
- 8.1.1 any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property or other rights relating to or arising out of the use of anything created in the course of providing Services; or
- 8.1.2 any claim made against the Customer in respect of any liability, loss, damage, injury, cost or expense sustained by the Customer's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of the Services as a consequence of a breach or negligent performance or failure or delay in performance of this Agreement by the Supplier.

## **9 RISK AND TITLE IN THE DELIVERABLES AND OTHER MATERIALS**

- 9.1 Title to and risk of damage to or loss of the Deliverables shall pass to the Customer on delivery.
- 9.2 All documents, equipment, drawings, specifications and all other materials and data supplied by the Customer to the Supplier shall, at all times, be and remain as between the Customer and the Supplier the exclusive property of the Customer. They shall be held by the Supplier



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in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to the Customer. They shall not be disposed of or used other than in accordance with the Customer's written instructions or authorisation.

### **10 ANTI-BRIBERY AND ANTI-CORRUPTION**

10.1 The Supplier shall:

10.1.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);

10.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

10.1.3 have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate; and

10.1.4 promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Seller in connection with the performance of this Agreement.

10.2 Breach of this clause 10 shall be deemed a material breach.

10.3 For the purpose of this clause 10 the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 10 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

### **11 DATA PROTECTION**

11.1 Properly notified

Each party warrants that it has made all relevant notifications in accordance with its obligations under the Data Protection Act 1998 to the extent required for the processing of personal data (as defined under that Act) in the performance of its obligations and exercise of its rights under this Agreement.

11.2 Compliance

The parties agree to comply with the relevant provisions of the Data Protection Act 1998 and any directions issued by the Information Commissioner in its processing of such personal data.

### **12 TERMINATION**

12.1 This Agreement may be terminated:

12.1.1 immediately by either party on written notice, if the other is in material breach of an obligation under this Agreement and in the case of any such breach capable of remedy has failed to remedy the breach within a period of 30 days after receipt of written notice to do so;



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12.1.2 immediately by either party on written notice, if the other party repeatedly breaches any of the terms of this Agreement in such manner as reasonably demonstrates conduct which is inconsistent with an intention or ability to give effect to the terms of this Agreement.

12.1.3 immediately by either party on written notice:

- (a) if the other party is dissolved or struck off the register of companies maintained by Companies House or it suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business or it is removed from the Register of Companies or ceases to exist (whether or not capable of re-instatement or re-construction);
- (b) if a meeting is convened, a petition is filed, a notice is given, a resolution is passed or an order is made for or in connection with the winding up of the other party except for the purpose of a solvent reconstruction, reorganisation, merger or consolidation;
- (c) if a person becomes entitled to appoint or has appointed a receiver (including fixed charge or court appointed), administrative receiver, liquidator, administrator, manager, insolvency practitioner or similar officer over the whole or a substantial part of the undertaking, property or assets of the other party;
- (d) if the other party stops or suspends, or threatens to stop or suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (e) if a statutory demand is presented against the other party (which is not the subject of a bona fide dispute) and remains unsatisfied for more than 21 days;
- (f) if the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts or enters into (or proposes to enter into) a composition, scheme of arrangement or voluntary arrangement with any of its creditors or otherwise or a moratorium is agreed imposed or declared in respect of or affecting all or a material part of (or of a particular type of) the debts of the other party;
- (g) if notice of intention to appoint an administrator is given by any person (including the other party's directors, the other party or any qualifying floating charge holder as defined in the Insolvency Act 1986), an application is made to court or an order is made for the appointment of an administrator or if an administrator is appointed or any step is taken by any person with a view to placing the other party into administration as defined by the Insolvency Act 1986; or
- (h) if any event or circumstance occurs which under the law of any relevant jurisdiction has an analogous or equivalent effect to any of the events listed in clauses (a) to (g) in relation to the other party.

12.2 For the purposes of this clause 12:

12.2.1 a breach shall be considered capable of remedy:

- (a) if the party in breach can comply with the provision in question in all respects other than as





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to the time of performance; and

(b) if time of performance is not of the essence.

12.3 Termination of this Agreement for any reason, whether under this clause 12 or not, shall be without prejudice to the accrued rights and liabilities of the parties on the date of termination.

12.4 Upon the termination of this Agreement for any reason:

12.4.1 the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete, and return all materials of the Customer referred to in clause 9.2; and

12.4.2 the Supplier shall, if so requested by the Customer, provide all assistance reasonably required by the Customer to facilitate the smooth transition of the Services to the Customer or any replacement supplier appointed by it. In the absence of agreement, the Customer shall pay for any such assistance at the Supplier's standard time and material rates.

### **13 GENERAL**

#### **13.1 Subcontracting and Assignment**

13.1.1 The Supplier may not without the prior written consent of the Customer sub-contract to any other person the performance of any of the obligations undertaken by it.

13.1.2 The Customer may assign, transfer (in whole or in part), charge, declare a trust over or deal in any manner with this Agreement or the benefit or burden of or the rights under this Agreement.

13.1.3 The Supplier may not without the prior written consent of the Customer assign, transfer (in whole or in part), charge, declare a trust over or deal in any manner with this Agreement or the benefit or burden of or the rights under this Agreement.

#### **13.2 Force Majeure**

13.2.1 Neither party shall be liable to the other party for any delay or non-performance of its obligations under this Agreement to the extent that its performance is interrupted or prevented by any act or omission beyond its reasonable control.

13.2.2 Such delay or non-performance shall not constitute a breach of this Agreement and the time for performance shall be extended by a period equivalent to that during which performance is so prevented provided that if such delay or failure persists for sixty (60) days or more, the party not affected may, at its option and if in its opinion it is reasonable for it to do so, terminate this Agreement by giving fourteen (14) days written notice of such termination to the other party.

#### **13.3 Amendments**

No amendment of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties.

#### **13.4 Waivers and Remedies**

13.4.1 Except as otherwise stated in this Agreement, the rights and remedies of each party under





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this Agreement:

- (a) are in addition to and not exclusive of any other rights or remedies under this Agreement or the general law; and
- (b) may be waived only in writing and specifically.

13.4.2 Delay in exercising or non-exercise of any right under this Agreement is not a waiver of that or any other right.

13.4.3 Partial exercise of any right under this Agreement shall not preclude any further or other exercise of that right or any other right under this Agreement.

13.4.4 Waiver of a breach of any term of this Agreement shall not operate as a waiver of breach of any other term or any subsequent breach of that term.

### **13.5 Severance**

13.5.1 If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
- (b) the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Agreement.

### **13.6 Entire Agreement**

13.6.1 This Agreement:

- (a) constitutes the entire agreement between the parties with respect to the subject matter of this Agreement; and
- (b) supersedes and extinguishes any prior drafts, agreements, undertakings, understandings, promises or conditions, whether oral or written, express or implied between the parties relating to such subject matter.

13.6.2 Each party acknowledges to the other that it has not been induced to enter into this Agreement by, nor has it relied upon, any representation, promise, assurance, warranty or undertaking (whether in writing or not) by or on behalf of the other party or any other person save for those contained in this Agreement. Accordingly, each of the parties acknowledges and agrees that the only remedy available to it in respect of the subject matter of this Agreement shall be for breach of contract under the terms of this Agreement and it shall have no right of action against any other party in respect of any such representation, promise, assurance, warranty or undertaking.

13.6.3 This clause shall not exclude any liability which either party would otherwise have to the other or any right which either of them may have to rescind this Agreement in respect of any statements made fraudulently by the other prior to the execution of this Agreement or any rights which either of them may have in respect of fraudulent concealment by the other.

13.6.4 In the event of a conflict between any of the terms of this Agreement, the conflict shall be



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resolved according to the following descending order of priority, (i) the clauses of this Agreement, then (ii) the Schedules.

### **13.7 Survival of Obligations**

Notwithstanding any provision of this Agreement to the contrary, the provisions of clauses 5, 6, 7, 8, 9, 10, 12.3, 12.4, and 13 and any other clauses which expressly or impliedly survive termination of this Agreement for any reason whatsoever shall continue in full force and effect after termination.

### **13.8 No Partnership/Agency**

Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

### **13.9 Rights of Third parties**

Subject to clause 2.4, a person who is not a party has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any provision of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

### **13.10 Notices**

13.10.1 All notices between the Parties with respect to the Agreement shall be in writing and signed by or on behalf of the Party giving it. Any notice shall be duly served (i) on delivery if delivered by hand, (ii) 48 hours after sending if sent by first class post or special or recorded delivery (or other “proof of delivery” or “proof of posting” service that Royal Mail may from time to time offer) or (iii) on sending if sent by fax or email (provided that a copy is also sent by post), provided that in each case the notice is sent to the address of the addressee given at the start of the Agreement or such other address as the addressee may from time to time have notified for the purpose of this condition.

13.10.2 Any notice or communication given under the Agreement shall not be validly served if sent by text messaging via mobile phone.

### **13.11 Governing Law**

The Agreement and any dispute or claim arising out of or in connection with it (including any non-contractual claims or disputes) shall be governed by and construed in accordance with the laws of England and Wales.

### **13.12 Jurisdiction**

In relation to any legal action or proceedings (a) arising out of or in connection with the Agreement or its implementation or effect or (b) relating to any non-contractual obligations arising out of or in connection with the Agreement, each of the Parties irrevocably submits to the exclusive



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jurisdiction of the English courts and waives any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate forum.

This Agreement has been entered into on the date stated at the beginning of it.

Signed for and on behalf of

[The Supplier]:

)

) \_\_\_\_\_

(Signature of director)

Director

\_\_\_\_\_  
(name of director)

Signed for and on behalf of

The National Museum of the Royal Navy:

)

) \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(name)