



## ANNEX C: ABOUT THE FRAMEWORK

<b>Contents</b>	<b>Page No.</b>
1 WHAT YOU NEED TO KNOW	3
2 THE OPPORTUNITY	4
3 WHAT A FRAMEWORK IS	5
4 WHO CAN BID	6
5 TIMELINES FOR THE COMPETITION	7
6 WHEN AND HOW TO ASK QUESTIONS	7
7 MANAGEMENT INFORMATION AND MANAGEMENT CHARGE	8
8 COMPETITION RULES	8
9 HOW THE FRAMEWORK IS STRUCTURED	1
10 FINAL DECISION TO AWARD	1
11 WHEN THE FRAMEWORK AGREEMENT IS AWARDED	2

## Welcome

The National Museum of the Royal Navy (NMRN) invites you to bid in this competition for reference 226813 for the supply of Timber for the conservation of HMS Victory. The Invitation to Tender (ITT) pack is in different parts:

1. Instructions to Tenderers;
2. ITT Annex A - Scope of Work (overview of the process, each of the lots and an example drawing of a hanging knee- See Annex F for full planking details)
3. ITT Annex B - Tender Evaluation Criteria
4. ITT Annex C - 'About the Framework' document
5. ITT Annex C Appendix 1 - Draft Framework Agreement
6. ITT Annex D - Tender Submission Documents
7. ITT Annex E - Form of Tender
8. ITT Annex F – Planking Schedule v1.0

Make sure you **read all the attachments, and the contract documents** which can be downloaded from the Contracts Finder website:

<https://www.contractsfinder.service.gov.uk/Search>

Search; 'HMS Victory Timber Supply Framework'

The guidance, information and instructions that we provide within the bid pack are there to help you to make a compliant bid.

If anything isn't clear, see paragraph 6, 'When and how to ask questions'.

## 1 WHAT YOU NEED TO KNOW

### What 'we' and 'you' means

When we use "NMRN", "we", "us" or "our" we mean the National Museum for the Royal Navy (the Customer);

When we use "you" or "your" we mean your organisation, or the organisation you represent, in this competition also referred to as bidder or applicant.

### Who are 'buyers'?

Buyers are the organisations named in the published contract notice as those able to place call-off orders for the deliverables via this framework. They will do this in line with the

requirements to be applied for the award of Call-Off Contracts. See section 12 Final decision to award for further detail as to what will happen once the framework has been awarded

### **What is a 'lot'?**

A lot is a sub-division of the deliverables which are the subject of this competition as described in the published contract notice

### **What do we mean by 'deliverables'?**

Deliverables are the goods and/or services that will be provided under this Framework Agreement as set out in Framework Agreement Schedule 2 (Goods and/or Services and Key Performance Indicators).

### **Who are 'key sub-contractors'?**

Key subcontractors are any other person other than you who under this Framework Agreement will:

- be relied on to deliver any of the deliverables under this Framework Agreement in their entirety (or any part of them)
- provide the facilities or services necessary for the provision of the deliverables (or any part of them)
- be responsible for the management, direction or control of the provision of the deliverables (or any part of them)

Please note we do not require all subcontractors to be named in your bid, we only want to know about key subcontractors who directly contribute to your ability to provide the deliverables under the framework and any call-off contracts. We do not need to know about subcontractors who supply general services to you (such as window cleaners etc.) that only indirectly enable you to provide the deliverables under the framework.

Successful bidders or applicants will become Suppliers.

### **The Public Contracts Regulations 2015**

The Public Contracts Regulations 2015 ("the Regulations) regulate how we procure. This means that we and you have to follow processes that are fair, transparent and equitable for all bidders/applicants.

## **2 THE OPPORTUNITY**

The NMRN, as the Contracting Authority, is putting in place a Framework Agreement for use by themselves for this unique requirement.

Under the Regulations, the maximum duration of any Call-Off Contract that may be placed by an eligible Contracting Authority is up to 36 months with an optional extension of 12 months.

The conservation of HMS Victory is a 12-year programme and is for a unique requirement which requires forward planning and buying of trees before they have been felled, to meet the future needs of the conservation activity. It is for that unique reason that it is anticipated that the Framework Agreement will be for an initial 4-year period, with further options for a further 2 x 4-year periods.

**Lot 1: Processed Planks**

Specified lengths, grades and thicknesses of planking required to satisfy the planking plan for the conservation of HMS Victory.

**Lot 2: Specials 1**

Largest Planks up to 1000-8000mm, 220-460mm width and 100-255mm thickness (with some requiring quarter sawn for lamination).

**Lot 3: Specials 2**

Curved/Compass Timbers, Knees, Butts, Boules, etc (2150mm x 350mm x 2150 mm for example).

A full description of the lots can be found in the Contract Notice.

**3 WHAT A FRAMEWORK IS**

A framework, with one or more suppliers, sets out terms that allow buyers to make specific purchases ('call-offs') during the life of the framework. This competition is for a multi supplier framework.

If you are a successful bidder/applicant, we will use the information you have provided in your bid, including the services you have uploaded as part of your bid.

Each successful bidder/applicant will have their own Framework Agreement, which will be signed by you and us. The framework will be managed by you and us.

The NMRN can then use the framework to make call-offs. Each call-off contract will be signed and managed by you and the NMRN.

The estimated value of call-off contracts that may be placed under this framework is set out in the FTS contract notice. There may be multiple call-off agreements under one framework. We cannot guarantee any business through this framework.

### How the framework is structured

The framework will initially be established for 4-years with the option for us to extend for a further 2 x 4-year periods.

This framework will have 3 lots:

- Lot 1: Processed Planks
- Lot 2: Specials 1
- Lot 3: Specials 2

You can bid for all lots, or only one or two, and **there is not a limit** on the number of successful suppliers for each lot.

The number of suppliers to be awarded a Framework Agreement for each lot is:

- Lot 1: unlimited
- Lot 2: unlimited
- Lot 3: unlimited

## 4 WHO CAN BID

We are running this competition using the 'open procedure'. This means that anyone can submit a bid in response to the published contract notice.

You can submit a bid as a single legal entity. Alternatively, you can take one or both of the following options:

- work with other legal entities to form a consortium. If you do, we ask the consortium to choose a lead member who will submit the bid on behalf of the consortium
- bid with named key subcontractors to deliver parts of the requirements. This applies whether you are bidding as a single legal entity or as a consortium.

We recognise that subcontracting and consortium plans can change. You must tell us about any changes to the proposed subcontracting or to the consortium as soon as you know. If you do not, you may be excluded from this competition.

## 5 TIMELINES FOR THE COMPETITION

These are our intended timelines. We will try to achieve these however, for a range of reasons, dates can change. We will tell you if and when timelines change:

Start Date (this is the date we submitted the contract notice to be published)	<b>Tuesday 19<sup>th</sup> July 2022</b>
Publication Date (this is the date the ITT pack will be published)	
Application clarification deadline	<b>1st-4<sup>th</sup> August 2022</b>
Deadline for our responses to clarification questions	<b>5<sup>th</sup> August 2022</b>
Application submission deadline	<b>Midday 23<sup>rd</sup> August 2022</b>
Issue of intention to award	<b>Week Commencing 29<sup>th</sup> August</b>
End of mandatory standstill period	<b>TBD (Mandatory 10-days minimum)</b>
Award of Framework Agreements	<b>Week Commencing 12<sup>th</sup> September</b>
Framework start date	<b>Week Commencing 12<sup>th</sup> September</b>

## 6 WHEN AND HOW TO ASK QUESTIONS

We hope everything is clear after you have read this ITT pack (including the attachments).

If you have any questions you need to ask them as soon as possible after the contract notice is published. This is because we have set a deadline for submitting questions - the application clarification deadline.

This is the only way we can communicate with bidders/applicants. Try to ensure your question is specific and clear. Do not include your identity in the question. This is because we publish all the questions and our responses, to all bidders/applicants.

If you feel that a particular question should not be published, you must tell us why when you ask the question. We will decide whether or not to publish the question and response.

Remember that you can ask us questions about the Framework Agreement and call-off contract but please do not attempt to 'negotiate' the terms. All framework awards will be made under identical terms.

## **7 MANAGEMENT INFORMATION AND MANAGEMENT CHARGE**

If you are awarded a Framework Agreement and you have been successful for Lot 1, you will need to send to us management information every month. We will use this information to calculate your ranking in that Lot for the next available Direct Award requirement.

## **8 COMPETITION RULES**

We run our competitions so that they are fair and transparent for all bidders/applicants. This section sets out the rules of this competition. It needs to be read together with the ITT pack.

### **What you can expect from us**

We will not share any information from your bid which you have identified as being confidential or commercially sensitive with third parties, apart from other central government bodies (and their related bodies). However, we may share this information but only in line with the Regulations, the Freedom of Information Act 2000 (FOIA) or any other law as applicable.

### **What we expect from you**

You must comply with these competition rules and the instructions in this ITT pack and any other instructions given by us. You must also ensure members of your consortium, key subcontractors or advisers comply.

Your bid must remain valid for **120 days** after the bid submission deadline.

You must submit your bid in English and through the MyTenders portal

### **Involvement in multiple bids**

If you are connected with another bid for the same requirement, we may make further enquiries. For example, where you submit a bid:

- in your own name and as a key subcontractor and/or a member of a consortium connected with a separate bid;
- in your own name which is similar to a separate bid from another bidder/ applicant within your group of companies;

This is so we can be sure that your involvement does not cause:

- potential or actual conflicts of interest; or
- supplier capacity problems; or
- restrictions or distortions in competition

We may require you to amend or withdraw all or part of your bid if, in our reasonable opinion, any of the above issues have arisen or may arise.

### **Collusive behaviour**

You must not, and you must make sure that your directors, employees, subcontractors, key subcontractors, advisors, companies within your group or members of your consortia do not:

- fix or adjust any part of your bid by agreement or arrangement with any other person, except where, getting quotes necessary for your bid or to get any necessary security
- communicate with any person other than us the value, price or rates set out in your bid or information which would enable the precise or approximate value, price or rates to be calculated by any other person except where such communication is undertaken with persons who are also participants in your bid submission, namely those where disclosure to such person is made in confidence in order to obtain quotes necessary for your bid or to get any necessary security
- enter into any agreement or arrangement with any other bidder or applicant, so that bidder/applicant does not submit a bid
- share, permit or disclose to another person, access to any information relating to your bid submission (or another bid submission to which you are party)
- offer or agree to pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any other person for doing or having done or causing or having caused to be done in relation to its bid submission

If you do breach this paragraph, we may (without prejudice to any other criminal or civil remedies available to it) disqualify you from further participation in this competition.

We may require you to put in place any procedures or undertake any such action(s) that we in our sole discretion consider necessary to prevent or stop any collusive behaviour.

### **Contracting arrangements**

Only you or, as applicable, your key subcontractors (as set out in your bid) or consortium members can provide the deliverables through the Framework Agreement.

### **Contracting arrangements for consortium**

If a Group of Economic Operators want to act jointly to provide the Services they may do so, with all parties signing the Framework Agreement and assuming joint responsibility for performance (including any Call-Off Contract).

Please note that in accordance with Regulation 19 of the Public Contracts Regulations 2015, the NMRN may require the consortium to form a single legal entity for the purpose of concluding the Framework Agreement

### **Bidder/applicants conduct and conflicts of interest**

You must not attempt to influence the contract award process. For example, you must not directly or indirectly at any time:

- collude with others over the content and submission of bids. However, you may work in good faith with a proposed partner, supplier, consortium member or provider of finance;
- canvass any Minister, officer, public sector employee, member or agent our staff or advisors in relation to this competition; or
- try to obtain information from any of our staff or advisors about another bidder/applicant or bid.

You must ensure that no conflicts of interest exist between you and us. If you do not tell us about a known conflict, we may exclude you from the competition. We may also exclude you if a conflict cannot be dealt with in any other way.

### **Confidentiality and freedom of information**

You must keep the contents of this ITT pack confidential unless it is already in the public domain, you must keep the fact you have received it confidential. This obligation does not apply to anything you have to do to:

- submit a bid; or
- comply with a legal obligation.

## Publicity

You must not make statements to the media regarding any bid or its contents. You are not allowed to publicise the outcome of the competition unless we have given you written consent.

## Our rights

We reserve the right to:

- waive or change the requirements of this ITT pack from time to time without notice
- verify information, seek clarification or require evidence or further information in respect of your bid. You MUST ensure you are regularly checking your emails to ensure you are able to respond to our clarifications
- withdraw this ITT pack at any time, or re-invite bids on the same or alternative basis
- choose not to award any Framework Agreement(s) or lot(s) as a result of the competition
- choose to award different lots at different times
- make any changes to the timetable, structure or content of the competition
- carry out the evaluation stages of this procurement concurrently
- exclude you if:
  - you submit a non-compliant bid
  - your bid contains false or misleading information
  - you fail to respond to any clarifications from us
  - you fail to tell us of any change in the contracting arrangements between bid submission and contract award
  - the change in the contracting arrangements would result in a breach of procurement law
  - for any other reason set out elsewhere in this ITT pack
  - for any reason set out in the Regulations

## Consequences of misrepresentation

If a serious misrepresentation by you induces us to enter into a Framework Agreement with you, you may be:

- excluded from bidding for contracts for three years under regulation 57(8)(h)(i) of the Regulations
- sued by us for damages, and we may rescind the contract under the Misrepresentation Act 1967

If fraud, or fraudulent intent, can be proved, you may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).

If there is a conviction, then your organisation must be excluded from the procurement procedure for five years under regulation 57(1) of the Regulations (subject to self-cleaning).

### **Bid costs**

We will not pay your bid costs for any reason, for example if we terminate or amend the competition.

### **Warnings and disclaimers**

We will not be liable:

- where parts of the ITT pack are not accurate, adequate or complete
- for any written or verbal communications

You must carry out your own due diligence and rely on your own enquiries. This ITT pack is not a commitment by us to enter into a contract.

### **Intellectual Property Rights**

The ITT pack remains our property. You must use the ITT pack only for this competition.

You allow us to copy, amend and reproduce your bid so we can:

- run the competition
- comply with law and guidance
- carry out our business

You agree that our advisors, subcontractors and other government bodies can use your bid for the same purposes.



## 9 HOW THE FRAMEWORK IS STRUCTURED

The Framework Agreement is made up of the following sections and Schedules:

1. Recitals
2. Preliminaries
3. Duration of Framework Agreement
4. Work Agreement Performance
5. Work Agreement Governance
6. Taxation and Value for Money Provisions
7. Supplier Personnel and Supply Chain Matters
8. Intellectual Property Rights
9. Provision and Protection of Information
10. Liability and Insurance
11. Remedies
12. Termination and Suspension
13. Miscellaneous and Governing Law

- |             |   |
|-------------|---|
| Schedule 1  | Definitions   |
| Schedule 2  | Goods and/or Services and Key Performance Indicators      |
| Schedule 3  | Framework Prices and Charging Structure                   |
| Schedule 4  | Template Direct Award Order and Further Competition Forms |
| Schedule 5  | Call Off Procedures                                       |
| Schedule 6  | Award Criteria  |
| Schedule 7  | Key Sub-Contractors                                       |
| Schedule 8  | Framework Management                                      |
| Schedule 9  | Management Information                                    |
| Schedule 10 | Self Audit Certificate                                    |
| Schedule 11 | Continuous Improvement and Benchmarking                   |
| Schedule 12 | Insurance Requirements                                    |
| Schedule 13 | Commercially Sensitive Information                        |
| Schedule 14 | Variation Form  |
| Schedule 15 | Tender  |

## 10 FINAL DECISION TO AWARD

Following evaluation of Tenders in accordance with the evaluation process set out in this ITT, those Applicants who have submitted Applications which meet the criteria set out in the Supplier Declaration and who have submitted at least one service in accordance with the instructions in this ITT will be awarded a Framework Agreement.

The NMRN will inform all Applicants of its intention to award a Framework Agreement and which Lot(s) each supplier has been successful for.



All successful Applicants will be required to sign the Framework Agreement within 10 calendar days of being notified by the NMRN that it is available to sign. The NMRN reserves the right to exclude the Supplier from this Procurement if the Supplier does not meet this timescale.

Following a 10-day Standstill Period and subject to there being no substantive challenge to that intention, a Framework Agreement will be formally awarded, subject to contract, to the successful Applicants

The term **Standstill Period** is set out in Regulation 87 (2). In summary, it is the 10 calendar days after the NMRN sends its decision to conclude the Framework Agreement tendered via email to the successful tenderers, and published on the Find A Tender Service, during which NMRN must not conclude the Framework Agreement with the successful Supplier(s).

Unsuccessful Applicants can raise any questions with the NMRN that relate to the decision to award before the Framework Agreement is concluded. NMRN cannot advise unsuccessful Applicants on the steps they should take. Applicants should always seek independent legal advice, where appropriate

The conclusion of a Framework Agreement is subject to contract (including the satisfaction of any conditions precedent).

## **11 WHEN THE FRAMEWORK AGREEMENT IS AWARDED**

If your application is successful, your service and company details will be available to the NMRN team and will enable them to place either a Direct Award order (Lot 1 only), or a Further Competition order (Lots 2 and 3) with you.

The Framework Agreement is just an umbrella agreement which allows orders to be placed, therefore each Call-Off order is in itself a 'mini contract' against which you will be expected to deliver the requirements.