



INVITATION TO TENDER (ITT)

For the provision of

Main Contractor

**Project Tullie, Breaking Down Barriers
(Phase 3) Works**

October 2025

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Background

Tullie House Museum and Art Gallery Trust (the Trust) is seeking to establish an Agreement for the provision of Main Contractor services for Project Tullie (Phase 3) at the existing Tullie House Museum, which includes enlargement of existing ground floor storage by extension of the building, refurbishment and renovation of existing areas on ground and first floors to provide new layouts to galleries and learning studio. New lift to existing corridor with all associated works and other areas stated in the tender, henceforth the “Services”. Fit out of the galleries/learning studio will be carried out by others, in part, during the base build construction period. The Contractor will allow for any liaising with fit out Contractors accordingly. The Main Contractor’s scope is outlined in tender documents as enclosed in this ITT. It is intended that the Main Contractor will be directly appointed by the Trust as the Employer.

The Employer shall review all potential providers against standards of technical or professional ability and economic and financial standing details of which are covered in this document.

Prior to commencing formal evaluation, Tender Responses will be checked to ensure they are fully compliant with the conditions of Tender. Non-compliant Tender Responses may be rejected by the Employer. Tender Responses which are deemed by the Employer to be fully compliant will proceed to evaluation. The process is detailed in Section 4 – Evaluation Process.

Following evaluation of the compliant Tenders and approval of the outcome the Employer intends to appoint one successful provider to enter into an Agreement.

Whilst it is the Employer’s intention to purchase the majority of its services under this Contract from the Provider appointed this does not confer any exclusivity on the appointed Provider. The Employer reserves the right to purchase any services (including those similar to the services covered by this contract) from any provider outside of this Contract.

1.0 Introduction: Tullie House Museum and Art Gallery

In 1890 the sale of Old Tullie House – which dates from the late-seventeenth century and was facing demolition at that time – seemed an ideal opportunity for those who wanted to create a cultural hub for Carlisle. This included local architect and antiquarian Charles J Ferguson who saw the house, with all its history and fine architecture, as an ideal core for a new free museum, library, and school of art. Using public donations, Ferguson bought the house for the city with the intent to create a new public facility. Following this act of civic philanthropy, Tullie House was officially opened as an ‘Institute of Science and Literature and Art’ on 8 November 1893.

As the 20th century progressed, the School of Art and the Public Library relocated – the former becoming the Institute of the Arts, now the University of Cumbria. The museum, with its collections growing at a significant rate, expanded, and developed in 1990 and 2000 to create the major resource that it is today. A further redevelopment, opened in 2025, provided and expanded and remodelled welcome ad entrance to the museum.

As Carlisle’s most important visitor attraction, Tullie House Museum and Art Gallery (brand name Tullie) has, for over 130 years, built a national and international reputation for its collection and exhibitions, particularly those relating to the archaeological and natural history of the Border region. From its nineteenth-century origins, the Museum has been a civic endeavour, striving to bring together learning, creativity, and public engagement for the people of Carlisle and beyond.

Tullie House Museum and Art Gallery Trust was established as a charity in 2011 to manage Tullie House Museum on behalf of the City of Carlisle.

In 2016 the Trust created a Manifesto to help connect the museum with its audiences, to identify a common purpose and establish an ambitious direction. The Manifesto was refreshed in 2021 and today forms the basis of all our work along with the following two strategic priorities: financial sustainability and community engagement. The ‘Project Tullie’ Futureplan was conceived to support Tullie’s ambition to weave community engagement and financial resilience together so that Tullie can develop its role, connect better with its audiences, and deliver inspiring and popular programmes.

The museum is the largest in Cumbria and cares for almost 500,000 cultural artefacts and uses these to engage, inspire and educate residents and visitors to Cumbria. Over 200,000 visitors, and 14,500 school children engage with the museum each year and through partnership working the Trust provides leadership for all 23 Cumbrian museums. A third of the museum’s visitors are from the local community, a third regional and a third national or international. Tullie is important to a wide range of users and is a significant part of the social and economic life of Carlisle and the wider region. The museum has several permanent galleries, an award-winning temporary exhibition and learning programme and runs an extensive range of events and engagement activities. It is an Accredited Museum operated by an independent charitable trust and receives core funding from Carlisle City Council and National Portfolio Organisation funding from Arts Council England (ACE). In 2019, the Natural Sciences Collection received Designated status by ACE as a collection of national significance.

Despite Tullie being an important community resource and an integral part of Carlisle’s heritage and townscape, the current buildings and spaces prevent the Trust from being fully able to deliver the Manifesto and respond to the changing needs and interests of today’s audiences.

Tullie's Vision:

"Tullie will help Carlisle and Cumbria be a thriving place for everyone. Our collections and programmes will bring people together, growing social capital, confidence, and creativity. They will make this a better place to live and work and strengthen our identity and pride."

Our Mission:

"Tullie is the heartbeat of Carlisle's cultural life. We use our collections and programmes to inspire engagement and creativity in the heart of our community."

2.0 Project Tullie

2.1 Overview

Project Tullie aims to transform this vital heritage and community resource into a world-class destination to help deliver the Trust's aspiration for Tullie to become the cultural heart of Carlisle, Cumbria and the Borderlands. The Futureplan, developed since 2019, and informed by extensive consultation and research, aims to transform the much-loved museum into a thriving and dynamic hub for heritage, community engagement and wellbeing. Through Project Tullie, the aim is to create a more resilient and sustainable organisation by revealing the potential of the buildings and increasing the amount of collections on display.

Project Tullie will rationalise existing spaces, allowing for more of our significant collections of archaeology, art, geology, natural and human history to be shared and displayed, whilst also providing spaces for new indoor and outdoor experiences. We will co-develop galleries, both new and refurbished, to create vibrant and dynamic spaces in which collections, people, stories and contemporary connections will be front and centre.

This project will enable Tullie to grow and diversify audiences, increase financial sustainability, and contribute to the city and region's profile and impact.

Responding to the challenges faced by the Museum Trust, the Project Tullie Futureplan identifies a series of improvements to Tullie, which will enable it to fulfil its vision. Ultimately the Futureplan aims to deliver:

- Improved entrance with single main entrance/exit and building connectivity
- Remodelled central welcome area with enhanced visibility of collection
- Redevelopment of currently empty and dilapidated historic buildings on Castle Street
- Fit-for-purpose, accessible and integrated learning and community spaces with modern facilities
- Refurbished and expanded catering and events spaces
- Renewed retail offer
- Refurbishment of all existing 1990s galleries
- Development of a new Roman-themed Children's Experience
- Relocation of onsite collection stores to create new public gallery spaces
- Refurbishment of original Old Tullie townhouse and gardens

Collectively, these improvements, and more, total over £35 million of potential capital redevelopments and investment opportunities as part of the Project Tullie masterplan.

For the purposes of this brief, we require Main Contractor services for Phase 3.

Summary of Phase 1: *The Costume Collection at Tullie House (complete)*

In 2021 Tullie delivered a new permanent display of its costume and textile collection in two Victorian galleries that were 'lost' in the 1990s. The galleries were restored to reveal the architectural heritage and improve environmental conditions to exhibit fully conserved nationally important collections with deep local roots.

Summary of Phase 2: *Welcome and entrance, new gallery, and studio space (complete)*

Funded by DCMS/Arts Council England, The Town Deal, and The Future High Streets Fund. This project has recently completed in Spring 2025.

Project Tullie Phase 2:

- provides a modern and efficient welcome and orientation area
- delivers a new gallery celebrating Carlisle and its place in world history
- connects to and repurposes some of the adjacent historic Castle Street buildings to unlock more space in the museum, provide vital on-street visibility, and create innovative and accessible new community space.

Summary of Phase 3: *Breaking Down Barriers (this project)*

We have now secured the full funding package to enable the delivery of Phase 3. The principal funder is The National Lottery Heritage Fund.

Project Tullie Phase 3 will:

- Create a new Active Gallery, through the redesign of the museum's principal exhibition spaces, the 1990s Border Galleries. The project will convert this 850sqm space into a dynamic, flexible gallery which can support a changing programme of activity and support the display of 100,000 collection items.
- Create a new learning suite by refurbishing and extending an unused stable block located in the museum's 'Secret Garden' and connecting this to the main museum site via a connecting corridor and toilet block.
- Improve collections storage facilities and collections management

2.2 Project Tullie Phase 3, Breaking Down Barriers (this project)

Breaking Down Barriers is Phase 3 of Project Tullie, the museum's capital development programme which reimagines Tullie's legacy as Carlisle's centre for learning and creativity for today's audiences.

Our recent award from The National Lottery Heritage Fund, and our success with match funding from a range of partners, allows us to progress the delivery phase of Project Tullie Phase 3 in 2025.

Developed with significant input from the local community, the project will create new studio space for Tullie's popular school and community programmes, improving the connectivity and functionality of the historic buildings and 'secret' walled garden.

The project responds to audience demand to see more of Tullie's nationally significant collections by refreshing the existing 1990s galleries to reveal more than 100,000 collection items for the first time through an innovative 'Active Gallery' approach.

Accompanied by a rich programme of events and activities, changing trails and displays, *Breaking Down Barriers* will deliver a transformational visitor experience for Tullie with something new to see at each visit.

Active Gallery:

We will create an 850sqm new Active Gallery – the centrepiece of Tullie's visitor experience and the catalyst to transform the way we engage with audiences.

- We will deliver the largest redisplay of the historic collection in Tullie's history. Collection items will be moved out of unsuitable and inaccessible stores and into climate-controlled public

galleries, where they will have enhanced accessibility for the public, school groups, curators and visiting researchers.

- We will invite our community and visitors to become active participants and effect change in this dynamic and fluid new gallery, delivering sustained interest and relevancy.
- Digital trails will guide visitors around the gallery, providing greater immersion into the collections' stories and a rich programme of participatory activities will bring the collection to life in new ways, facilitated by our passionate volunteer gallery engagers.

Learning Suite:

Drawing inspiration from Tullie's 19th century founding principles as Carlisle's centre of arts, learning and knowledge we will create a new modern and accessible learning suite which will:

- Alleviate the demand for more space in which to grow our over-subscribed learning and community activity programmes
- Increase connectivity and functionality of the existing museum building
- Improve access to the Museum's 'Secret Garden', a vital green space in which schools and community groups can experience nature and learn about biodiversity.

Project activities will also include:

- Collections preparation work
- Staff, Trainee and Volunteer recruitment, training and support
- Activity delivery, advocacy and consultation
- Updated Marketing and Comms Strategy, Business Plan, Conservation Management Plan and Management and Maintenance Plan
- Project Evaluation

3.0 Key Information

3.1 Overview

The scope of this tender is to carry out work for Project Tullie Phase 3. Full terms and conditions of the tender can be found in Section 6 – Conditions of Tender. Tenderers should read these instructions carefully before completing the Tender documentation. Failure to comply with these requirements for completion and submission of the Tender Response may result in the rejection of the Tender.

3.2 Timeframe

Set out below is the proposed procurement timetable. This is intended as a guide and whilst the Employer does not intend to depart from the timetable it reserves the right to do so at any stage.

Date	Activity
10/10/2025	Invitation to Tender (ITT) published
27-28/10/25	Optional site visit
31/10/25	ITT Clarification period closes
21/11/25	12pm - Closing date for receipt by the Employer of Tenderer Responses to the ITT
12/12/25	Evaluation of ITT Responses Completed
15/12/25	Clarification Meetings (if required)
16/01/26	Final Contract Award (subject to NLHF approval)

Construction Sequence

Section	Start	Proposed Completion
Mobilisation /site set up	23/03/26	21/04/26
Base Build Construction	22/4/26	23/10/26
Exhibition Fit Out (by others during base build construction period)	26/10/26	12/02/27

The indicative completion dates are included above, tenderers are expected to confirm whether these dates can be achieved or improved upon. At present, it is deemed there will be no break in the Main Contractors site programme and works have been sequenced on this basis.

It is the Employer's intent for the Contractor to supply, install and commission all works as detailed in the tender documents.

3.3 Tender Submission, Queries and Point of Contact

Unless stated otherwise in these Instructions or in writing from the Employer, all communications from Tenderers (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement exercise must be made via email to sale@appleyardandtrew.co.uk.

Tenderers must submit their response via email to sale@appleyardandtrew.co.uk.

All in the form specified in the Tender Response Template and signed by the Tenderer's authorised representative.

All requests for Tender clarification questions must be submitted through the question-and-answer function via email to sale@appleyardandtrew.co.uk.

The Employer will endeavour to answer all questions as quickly as possible but cannot guarantee a minimum response time. The Public Contracts Regulation 2015 require that Contracting Authorities respond to any request for clarification at least 4 days before the deadline for receipt of Tenders. To satisfy this requirement, the Employer has designated a specific window of time to deal with clarification requests from Tenderers as set out above.

To ensure equality of treatment of Tenderers, all questions and clarifications raised by Tenderers through the question-and-answer function on, together with the Employer's responses (but not the source of the questions) will be visible to all participants.

Tenderers should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if the Employer at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Tenderers would potentially benefit from seeing both the query and Employer's response, the Employer will:

- invite the Tenderer submitting the query to either declassify the query and allow the query along with the Employer's response to be circulated to all Tenderers; or
- request the Tenderer, if it still considers the query to be of a commercially confidential nature, to withdraw the query.

The Employer reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

If you have any doubt as to what is required, or will have difficulty in providing the information requested please contact:

Name: Mark Newton/David Hodgskin

Tullie House Museum and Art Gallery Trust
Project Tullie (Phase 3) Main Contract Services
Invitation to Tender

Email: m.newton@appleyardandtrew.co.uk
d.hodgskin@appleyardandtrew.co.uk

Phone: +44 (0)161 973 4347

3.4 Tender Validity

Your Tender should remain open for acceptance for a period of 90 days. A Tender valid for a shorter period may be rejected.

3.5 Site Visit

An optional site visit will be held.

The site visit will be held on w/c 27/10/2025 at Tullie in Carlisle. The site visit will provide Tenderers with an opportunity to seek clarification on any matters relating to the ITT and the requirements in an open forum. Further details are included in the letter accompanying this ITT.

As space is at a premium, please nominate a maximum of 3 key personnel to attend. Please confirm attendance and details of those attending by 23/10/2025:

Name: Amy Errington, Programme Coordinator, Project Tullie

Email: amy.errington@tullie.org.uk

3.6 Contract duration

The Agreement is intended to run until project completion in October 2026. A 12 month defect period is also included within the Agreement.

3.7 Agreement Form of Contract

The Form of Contract that will be used for this Agreement will be a JCT intermediate contract with contractors design.

The overarching Agreement will be between the Employer and successful Provider(s). The Employer will own the Agreement.

Responsibility for strategic management of the Provider, the collection of Management Information relating to the Agreement and for all matters relating to the overall performance of the Provider will rest with Employer.

The Employer is prevented from undertaking 'negotiation' of the draft Agreement. However, amendments by Tenderers and/or the Employer to 'clarify' the terms of the Agreement are permitted. Should Tenderers' wish to suggest amendments to the Agreement these should be entered below. The Employer can make no commitment to act on such suggestions.

If the Employer wishes to enter into an Agreement with any Provider(s), that Agreement will consist of the Agreement outlined in this sub-section augmented with appropriate information submitted in the Provider's Tender. The information required to augment the Agreement will largely be drawn from any successful Provider's Response to the Specification and Charges Schedules. In drafting their responses to the Specification Tenderers must be mindful of this and should ensure that their Responses are drafted in clear and concise terms which will provide a basis for translation into firm contractual commitments.

4.0 Evaluation Process

Tender responses will be evaluated on both price and quality to determine the most economically advantageous offer. The completed Response Template along with the pricing information and any other specifically related to the evaluation of Tenders and requested by the Employer in this ITT will be evaluated against the Selection and Award Criteria below.

4.1 Selection Criteria - page restrictions and sub-weighting

CRITERIA	Max. Pages	PERCENTAGE WEIGHTINGS
Quality (Total 70%)		
Programming and Methodology; provide an outline programme to completion and your approach to ensure delivery to that programme.	2 pages A3 Programme in addition to page limit	20%
Previous Projects and Experience; provide details of up to three contracts from either private or public sector that are relevant to our requirement. Contracts may be from within the last 5 years. Include a named contact who will be able to provide written evidence to confirm the accuracy of the information provided. Where possible, the examples provided should reference delivering projects within listed buildings, and/or live/occupied sites. Describe the particular challenges encountered as well as solutions implemented and lessons learnt.	2 pages	10%
Project Organisation, Resources and Management; confirm that you can meet all requirements within the required timescales. Provide CVs for your proposed delivery team and a project plan that details how you would deliver the required works.	2 pages CVs as additional pages	20%
Risk Management; set out your risk management processes, including management of subcontractors and issue resolution.	1 page	10%
Sustainability; demonstrate where your organisation can meet social and environmental value considerations as part	1 page	10%

of the wider impact of services delivered via this contract.		
Value for Money (Total 30%)		
Fee and resource schedules; please also identify where there may be opportunities for Value engineering (see VE below)	Complete SoWs and General Summary	30%

Value Engineering (VE)

Throughout the bidding process, tenderers are encouraged to develop potential value engineering options that could benefit the Client. Where possible these options should retain the overall design intent and required functionality, whilst achieving better value for money. These should be included within the tender return as potential options alongside the pricing schedule. Opportunities to discuss and expand on these options will be given during the post tender interview process.

Whilst value engineering options are strongly encouraged, all tenderers should complete their tender sum analysis based on the specifications and drawings provided. The tenders will then be compared on a like for like basis.

4.2 Scoring Methodology

Unless otherwise specified, the qualitative selection questions of the Response Template will be scored using the following methodology:

Score	Criteria
0	Unacceptable - The response is non-compliant with the requirements of and/or no response has been provided.
1-3	Poor – The response does not demonstrate that the bidder meets the requirement in one or more areas. This, therefore, is a poor response with significant ambiguity as to whether the bidder can meet the requirement due to the failure by the bidder to show that it meets one or more areas of the requirement.
4-5	Adequate - Overall the response demonstrates that the bidder meets all areas of the requirement, but not all of the areas of evidence requested have been provided. This, therefore, is an adequate response, but with some limited ambiguity as to whether the bidder can meet the requirement due to the bidder's failure to provide all of the evidence requested.
6-8	Good - Overall the response demonstrates that the bidder meets all areas of the requirement and provides all of the areas of evidence requested but contains some trivial omissions in relation to the level of detail requested in terms of either the response or the evidence. This, therefore, is a good response that meets all aspects of the requirement with only a trivial level ambiguity due to bidder's failure to provide all information at the level of detail requested.
9-10	Excellent – Overall the response demonstrates that the bidder meets all areas of the requirement and provides all of the areas evidence requested in the level of detail requested. This, therefore, is a detailed excellent response that meets all aspects of the requirement leaving no ambiguity as to whether the bidder can meet the requirement.

Qualitative Evaluation

The qualitative questions will be scored by the project team and given a mark out of 10 based on the criteria listed above. The mark out of 10 will then be given a weighting to provide the weighted total for each question.

Example:

Logistics Planning Score: 7 marks out of 10

Weighting: 20%

Weighed total: $7/10 \times 20 = 14$ marks out of 20

Financial Evaluation

The financial bids may need to be adjusted to account for any exclusions, clarifications, provisional sums etc.

Once each financial offer is adjusted, these costs should be converted to a score out of 30.

The lowest adjusted financial offer will be awarded a score of 30.

All other bids should be scored using the formula:

Bid's Score = $30 \times (\text{lowest adjusted financial offer} / \text{adjusted financial offer})$

Example:

Three bids are received. The total cost for each is:

Bid A £200,000

Bid B £250,000

Bid C £300,000

The price score for each bid is:

Bid A = $30 \times 200,000/200,000 =$ 30.0

Bid B = $30 \times 200,000/250,000 =$ 24.0

Bid C = $30 \times 200,000/300,000 =$ 20.0

4.3 Award Evaluation Process

Suppliers will be admitted to an Agreement who, in the opinion of the Employer at the conclusion of the evaluation, offers the most economically advantageous solution to the Employer having regard to the award criteria set out in the table above. The evaluation process is intended to feature some, if not all, the following phases:

- Compliance Checks
- Independent Evaluation of Tender Responses including technical (qualitative) and commercial (quantitative) evaluations.
- Customer references may be taken by site visits, or written references.
- Tender clarifications
- Tender interview
- Moderation of Scores to produce final ranking.
- Evaluation Report and Recommendation
- Approvals

4.4 Award of Agreement

The Employer will inform the successful Tenderer/s of any intention to award an Agreement.

All unsuccessful Tenderers will be provided with an “unsuccessful letter or email” notifying them of the outcome of the evaluation exercise. This will include details of:

- the award criteria.

- the score of the Tenderer.

5.0 Specification

The tender documents include the following information:

- Specifications including preliminaries and Schedule of Works

- Design information and Drawings including PCI document.
- Invitation to Tender
- Pricing documentation
- ITT response template

Project Team

Project Manager	- Appleyard &Trew LLP
Architects	- De Matos Ryan
MEP Engineer	- P3r Engineers Ltd
Structural Engineer	- Price & Myers
Quantity Surveyor	- Appleyard & Trew LLP
Principal Designer	- De Matos Ryan (BR and CDM)
The Client	-Tullie House Museum and Art Gallery Trust

6.0 Conditions of Tender

6.1 General

These instructions are designed to ensure that all Tenderers are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. Please contact the person(s) named in paragraph 3.2 if you have any doubt as to what is required or will have difficulty in providing the information requested.

Tenderers should read these instructions carefully before completing the Tender documentation. Failure to comply with these requirements for completion and submission of the Tender Response may result in the rejection of the Tender. Tenderers are advised therefore to acquaint themselves fully with the extent and nature of the goods and services outlined in this document. These instructions constitute the Conditions of Tender. Participation in the tender process automatically signals that the Tenderer accepts these Conditions of Participation.

All material issued in connection with this ITT shall remain the property of the Employer and shall be used only for the purpose of this procurement exercise. All Due Diligence Information shall be either returned to the Employer or securely destroyed by the Tenderer (at the Employer's option) at the conclusion of the procurement exercise.

The Tenderer shall ensure that each and every sub-contractor, consortium member and adviser abide by the terms of these instructions and the Conditions of Tender.

The Tenderer shall not contact any other employee, agent or consultant of the Employer who are in any way connected with this procurement exercise during the period of this procurement exercise, unless instructed otherwise by the Employer.

The Employer shall not be committed to any course of action as a result of:

- issuing this ITT or any invitation to participate in this procurement exercise.
- an invitation to submit any Response in respect of this procurement exercise.
- communicating with a Tenderer or a Tenderer's representatives or agents in respect of this procurement exercise; or
- any other communication between the Employer (whether directly or by its agents or representatives) and any other party.

Tenderers shall accept and acknowledge that by issuing this ITT the Employer shall not be bound to accept any Tender and reserves the right not to conclude an Agreement for some or all of the goods/services/goods and services for which Tenders are invited.

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

Tender responses are submitted through the email at sale@appleyardandtrew.co.uk until the deadline for responses has expired.

6.2 Confidentiality and Rights to Publish

Subject to the exceptions referred to in this clause hereafter, the contents of this ITT are being made by the Employer on condition that:

- Tenderers shall at all times treat the contents of the ITT and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain.
- Tenderers shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen.
- Tenderers shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender; and
- Tenderers shall not undertake any publicity activity within any section of the media.

Tenderers may disclose, distribute or pass any of the Information to the Tenderer's advisers, sub-contractors or to another person provided that either:

- This is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Tenderer; or
- The Tenderer obtains the prior written consent of the Employer in relation to such disclosure, distribution or passing of Information; or
- The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Agreement arising from it; or
- The Tenderer is legally required to make such a disclosure.

In the two paragraphs above the definition of 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.

The Employer may disclose detailed information relating to Tenders to its officers, employees, agents or advisers and the Employer may make any of the Agreement documents available for private inspection by its officers, employees, agents or advisers. The Employer also reserves the right to disseminate information that is materially relevant to the procurement to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect each Tenderer's commercial confidentiality in relation to its Tender (unless there is a requirement for disclosure under the Freedom of Information Act, as explained below).

The Contractor shall keep confidential all information connected with the business of the EMPLOYER or which comes to the Contractor's knowledge under or as a result of the Contract and shall not disclose it to any third party or use it other than for performance of the Services except with the prior written agreement of the EMPLOYER; or by requirement of law. The provisions of this Clause shall not apply to such information if it is in the public domain otherwise than by failure of the Contractor to comply with this Clause; or in the possession of the Contractor before these confidentiality obligations came into effect; or obtained from a third party who is free to disclose the same.

The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The EMPLOYER shall be responsible for determining in its absolute discretion whether

any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

Notwithstanding any other term of this Contract, the Contractor hereby gives consent for the Client to publish the Contract in its entirety, including from time-to-time agreed changes to the Contract, to the general public.

The Client may consult with the Contractor to inform its decision regarding any redactions, but the EMPLOYER shall have the final decision in its absolute discretion.

The Contractor shall assist and cooperate with the Client to enable the Client to publish this Contract.

6.3 Freedom of Information and Government Transparency

In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA'), the Employer may, acting in accordance with the Secretary of State's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the said Act, or the EIR be required to disclose information submitted by the Tenderer to the Employer.

In respect of any information submitted by a Tenderer that it considers to be commercially sensitive the Tenderer should:

- Clearly identify such information as commercially sensitive.
- Explain the potential implications of disclosure of such information; and
- Provide an estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive.

Where a Tenderer identifies information as commercially sensitive, the Employer will endeavour to maintain confidentiality. Tenderers should note, however, that, even where information is identified as commercially sensitive, the Employer may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, the Employer is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Employer cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.

Where a Tenderer receives a request for information under the FoIA or the EIR during the procurement process, this should be immediately passed on to the Employer and the Tenderer should not attempt to answer the request without first consulting with the Employer.

As a supplier / organisation looking to bid for public sector contracts you should be aware that as part of the government's transparency agenda tender documentation issued by government departments for contracts over £10,000 will be published on a single website and made available to the public via a Government portal. You should also be aware that if your bid is successful, the resulting contract between you and the Employer will also be published. In some circumstances, limited redactions will be made to tender documentation and/or contracts before they are published in order to comply with existing law, to protect commercial interests, and for the protection of national security.

6.4 Preparation of Tender

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

Tenderers are required to complete and provide all information required by the Employer in accordance with the Conditions of Tender and the Invitation to Tender. Failure to comply with the Conditions and the Invitation to Tender may lead the Employer to reject a Tender Response.

The Employer relies on Tenderers' own analysis and review of information provided. Consequently, Tenderers are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Tenders and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.

Tenderers must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding the requirements as outlined in this document and their Tenders, without reliance upon any opinion or other information provided by the Employer or their advisers and representatives. Tenderers should notify the Employer promptly of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents and/or any other information issued to them during the procurement process.

6.5 Submission of Tenders

The Tender must be submitted in the form specified in the Tender Response Template. Failure to do so may render the Response non-compliant and it may be rejected.

The Employer may at its own absolute discretion extend the closing date and the time for receipt of Tenders. Suppliers will be notified of any changes. Any such extension will apply to all Tenderers.

Tenderers must submit their response via email to sale@appleyardandtrew.co.uk. All in the form specified in the Tender Response Template and signed by the Tenderer's authorised representative.

The Tender and any documents accompanying it must be in the English language.

Price and any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided.

Tenders must be received in via email to sale@appleyardandtrew.co.uk by the closing date.

Tenders will be received any time up to the deadline stated above. Tenders received before this deadline will be retained in the email box unopened until the opening date.

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

6.6 Canvassing

Any Tenderer who directly or indirectly canvasses any officer, member, employee, or agent of the Employer or any of its officers or members concerning the establishment of the Agreement or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Tenderer, Tender or proposed Tender will be disqualified.

6.7 Disclaimers

Whilst the information in this ITT, Due Diligence Information and supporting documents has been prepared in good faith, it does not purport to be comprehensive, nor has it been independently verified.

Neither the Employer, nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:

- makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or
- accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

Any persons considering making a decision to enter into contractual relationships with the Employer following receipt of the ITT should make their own investigations and their own independent assessment of the Employer and its requirements for the Services and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the ITT or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with paragraph 6.5 of this Invitation to Tender.

Any Agreement concluded as a result of this ITT shall be governed by English law.

6.8 Collusive Behaviour

Any Tenderer who:

- fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or
- communicates to any party other than the Employer the amount or approximate amount of its proposed Tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain

quotations necessary for the preparation of the Tender or insurance or any necessary security); or

- enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender; or
- enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or
- offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender, any act or omission, shall (without prejudice to any other civil remedies available to the Employer and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified.

6.9 No Inducement or Incentive

The ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a Tender or enter into the Agreement or any other contractual agreement.

6.10 Acceptance and Admission to the Agreement

The Tenderer in submitting the Tender undertakes that in the event of the Tender being accepted by the Employer and the Employer confirming in writing such acceptance to the Tenderer, the Tenderer will within 30 days of being called upon to do so by the Employer execute the Agreements in the form set out in Section 3 or in such amended form as may subsequently be agreed.

The Employer shall be under no obligation to accept the lowest or any Tender.

6.11 Amendments to Tender Documents

At any time prior to the deadline for the receipt of Tenders, the Employer may modify the ITT by amendment. Any such amendment will be numbered and dated and issued by the Employer to all prospective Tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, the Employer may, at its discretion, extend the Deadline for receipt of Tenders all information will be published via email to sale@appleyardandtrew.co.uk.

6.12 Late Tenders

Any Tender received at the designated point after the Deadline outlined in paragraph 3.2 may be rejected unless the Tenderer can provide irrefutable evidence that the Tender was capable of being received by the due date and time.

6.13 Modification and Withdrawal

Tenderers may withdraw, modify and re-submit their Tender prior to the Deadline via email to sale@appleyardandtrew.co.uk functionality. No Tender may be modified subsequent to the Deadline for receipt.

6.14 Right to Reject/Disqualify

The Employer reserves the right to reject or disqualify a Tenderer where:

- the Tenderer fails to comply fully with the requirements of this Invitation to Tender or is guilty of a serious misrepresentation in supplying any information required in this document; or expression of interest; and/or
- the Tenderer is guilty of serious misrepresentation in relation to its Tender; expression of interest; and/or the Tender process; and/or
- there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer; and/or
- the Tenderer's total bid cost is in excess of the total budget amount indicated in the Specification.

6.15 Right to Cancel, Clarify or Vary the Process 6.15

The Employer reserves the right to:

- amend the terms and conditions of the Invitation to Tender process,
- cancel the evaluation process at any stage; and/or

- require the Tenderer to clarify its Tender in writing and/or provide additional information. (Failure to respond adequately may result in the Tenderer not being selected),

6.16 Notification of Award

The Employer will notify the successful Tenderer(s) of their admission to the Agreement in writing.

6.17 Debriefing

Following the conclusion of the Agreement, all unsuccessful Tenderers will be afforded the opportunity of a debriefing. Unsuccessful Tenderers should notify the Employer in writing that they wish to be debriefed. The Employer will formally debrief the unsuccessful Tenderer within 15 days of receiving such a request.

Where an unsuccessful Tenderer requests, in writing and no later than midnight on the second working day after being informed of the conclusion of the Agreement, the reasons why that Tenderer was unsuccessful, the Employer will provide details of the characteristics and relative advantages of the successful Tender(s).

6.18 Exemptions and Redactions

When submitting their bids, suppliers should identify which pieces of information they regard as being sensitive and would not want published and the reasons why they would not want the particular pieces of information published.

Once the Employer has evaluated the tenders and awarded the contract to the winning supplier, the Employer will re-assess the information that the winning supplier has identified as being sensitive when considering which contractual information should/should not be published. The Employer will engage with the chosen supplier in this process and inform them of the outcome of the assessment to which information is to be published and which, if any, will be redacted. Ultimately, the Employer's decision is final, as long as it complies with the obligations under the Freedom of Information Act.

The Freedom of Information Act contains 23 grounds for possible exemptions. For example, these exemptions may include information in relation to museum security, commercial confidentiality and the protection of personal data as permitted by the Freedom of Information Act.

The Employer will redact the following information from all contracts as a minimum:

- Price Schedules and Line-item detail prices i.e. revealing the financial position of the supplier in a way that is detrimental to its commercial interests
- Commercially sensitive material e.g. working methods, trade secrets, proprietary information etc.
- Personal information including individual's names and contact details in line with the Data Protection Act.