

ITT Brief for HMS Victory Ship-side Mock-up Alterations

2nd May 2018

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1. Summary Instructions and Details of Contract

SUBJECT	DETAILS
Contract Description	Repairs to the Shiplside mock-up HMS Victory (For Specification on the Scope of Work and Deliverables see Annex 1)
NMRN Contact during tender period	Clarifications and enquiries during the tender process can be sent to HST.procurement@nmrn.org.uk . Please note that this email address is different to the submission email.
Date of Tender Return	4 th June 2018 – 12.00 Tender's must be submitted to tenders@nmrn.org.uk
Content for Submission	Content requirements for tender returns are listed in Annex 2 of this ITT.
Last date for Clarifications	23 rd May 2018 – 17.00
Annexes	Annex 1 – Tender Specification Annex 2 – Supplier Response Documents Annex 3 – Tender Conditions & Contractual Requirements Annex 4 – Terms and Conditions of Contract (separate document)

2. Company Overview

2.1 The National Museum of the Royal Navy (NMRN) spans a number of Museums across the UK, detailing the past, present and future of the Royal Navy. The Museum boasts the largest fleet of historic vessels in the world, the most well-known being HMS Victory, HMS Caroline, HMS Trincomalee and HMS Alliance. These ships are managed and cared for by the Historic Ships and Heritage Directorate who promote Heritage Best Practise in the conservation and care of historic vessels.

3. Project Introduction & Overview

3.1. In March 2016 a ship-side mock-up was placed on the dockside of HMS *Victory*. The purpose of the mock-up is to test the methods and materials the NMRN will use ahead of a larger project to re-plank and caulk the hull of HMS *Victory*.

3.2. At present the vessel is being fitted with a new support system of 134 props. Once this is complete the NMRN will look to start a 15 year conservation project on the Ship. One of the major works as part of this Conservation project is the replanking of the external hull.

3.3. Before this project starts, the NMRN want to make sure they have tested and chosen the correct methods and materials for the re-planking work. The mock-up offers a simulated hull and environment.

3.4. The mock up has undergone weathering and the NMRN now wish to undertake repairs to the mock-up via a cherry picker.

3.5. In March 2017 a meeting agreed on further means of repairs, alternative materials and monitoring techniques for the mock up.

3.5. 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.

4. Tender Process (“Procurement Process”)

This section explains the Procurement Process for tenderers before the submission deadline and the evaluation of tenders after submission. Further information on Tender Conditions & Contractual Requirements are found in Annex 3 and must be read before submission.

4.1 Applying before the Submission Deadline

4.1.1 Work Specification

For a full, detailed specification of the services required refer to Annex 1.

4.1.2 Key background documents

Further relevant background documents may be provided to the potential suppliers on request.

The following additional documentation / information can provided as part of this ITT:

- Report of the original construction and materials used, 2016

Consultations and site visits are available for contractors before tender submission. Please contact HST.Procurement@NMRN.org.uk to arrange.

4.1.3 Timescales

Subject to any changes notified to potential suppliers by the NMRN in accordance with the Tender Conditions, the following timescales shall apply to this Procurement Process:

Activity	Date / time
Issue of Contract Notice / availability of ITT documents	2 nd May 2018
Deadline for clarification questions (Clarification Deadline)	23 rd May 2018 – 17.00
Deadline for submission of ITT responses by potential suppliers (Tender Response Deadline)	4 th June 2018 – 12.00
Award decision standstill letters issued	8 th June 2018
Contract concluded with winning supplier	18 th June 2018
Contract start date	19 th June 2018

4.2. Instructions for Submitting Tenders

4.2.1 The documents that must be submitted to form your tender response are listed in Annex 2 (Supplier Response) to this ITT.

4.2.2 Tender submissions must be sent to tenders@nmrn.org.uk before the submission deadline.

4.2.3 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 may 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.
- 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 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.

4.3. Clarification Requests

4.3.1 All clarification requests should be submitted to HST.Procurement@NMRN.org.uk by the Clarification Deadline, as set out in the Timescales section of this ITT. The NMRN is under no obligation to respond to clarification requests received after the Clarification Deadline.

4.3.2 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.

4.3.3 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.

4.3.4 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.

4.4. Evaluation Criteria

4.4.1 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 may 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.

4.4.2 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%

4.4.3 Scoring Model – Tender responses will be subject to an initial review at the start of Stage 2 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
0	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"> • The response indicates a significant lack of understanding • The response fails to meet the requirement
1	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"> • There is at least one significant issue needing considerable attention • There is insufficient evidence to demonstrate competence or understanding • The response is light and unconvincing
4	Fair (meets most, but not all the requirement) or Average Risk The response meets most of the requirement, but there is a 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 evidence. The response therefore shows: <ul style="list-style-type: none"> • Basic understanding of the requirements • Sufficient competence demonstrated through relevant experience • Some areas of concern that require attention
7	Good (meets the requirement) or Low Risk 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: <ul style="list-style-type: none"> • Good understanding of the requirements • Sufficient competence demonstrated through relevant experience • Some insight demonstrated into the relevant issues.
9	Very Good (exceeds the requirement) or Very Low Risk 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: <ul style="list-style-type: none"> • Very good understanding of the requirement • Considerable competence demonstrated through relevant experience • Considerable insight into the relevant issues <p>The response is also likely to propose additional value in several respects above that expected</p>

4.4.4 Quality & Method of Approach Evaluation – The Quality & Method of Approach will be evaluated using the following criteria by the evaluation panel:

- Relevant skills and experience – Experience of traditional Shipwrightry, including caulking
- Understanding of the Brief
- Quality of Method Statement and Approach

4.4.4 Commercial Evaluation

Your “Overall Price” (as calculated in accordance with requirements of Annex 2 (Pricing Approach) 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. A maximum offer score will be awarded to the tender response offering the lowest “Overall Price”.

4.4.5 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 in terms of a percentage of the overall tender score will be obtained by applying the relevant weighting factors set out as part of the award criteria table above. The percentage scores for each award criteria will be amalgamated to give a percentage score out of 100.

4.4.6 The winning tender response – The winning tender response shall be the tender response scoring the highest percentage score out of 100 when applying the above evaluation methodology

Annex 1 - Tender Specification

The following sets out a full, detailed specification of the services required by the potential supplier as part of this ITT.

1. Scope of Work

There are 5 phases to the work:

1.1. Preparation and Removal

- 1.1.1. Remove 2 no. 3m long anchor stock planks and 2 no. 1.5m butt jointed anchor stocks
- 1.1.2. Cut out all caulking pitch and oakum to allow inspection of the joints by the NMRN Historic Ships team to ascertain performance of the caulking and associated movement / moisture levels of the timbers

1.2. New Planking

- 1.2.1. Cut and laminate (3 No. 2" layers) 2 No. 3m 6" anchor stock planks and include butt joint. Planks to be air dried seasoned oak free of knots, shakes and defects (i.e. sap, rot, brown oak, bark inclusions, insect attack or any other defects).
- 1.2.2. Cut and laminate (2 No. 3" layers) 2 No. off 6" laminated anchor stock planks. Planks to be air dried seasoned oak free of knots, shakes and defects (i.e. sap, rot, brown oak, bark inclusions, insect attack or any other defects).
- 1.2.3. Fasten planks to frames using re-used stainless steel coach screws and new spring washers through each plank in to each timber frame (approx. 30)
- 1.2.4. End grain plugs to be installed and sealed to cover fixings.
- 1.2.5. All timber preparation and lamination to be undertaken in Bay 1, Historic Ships Conservation Workshop, Portsmouth to allow the NMRN historic Ships team to have full oversight and recording of the timbers.



Fig 1. Photograph showing replacement plank locations and laminations

1.3. Re-Caulking

- 1.3.1. Re-caulk using the following materials (see marked up photo):
- Traditional pitch (Jeffery's marine glue) and oakum
 - Arbokol 1000 with oakum

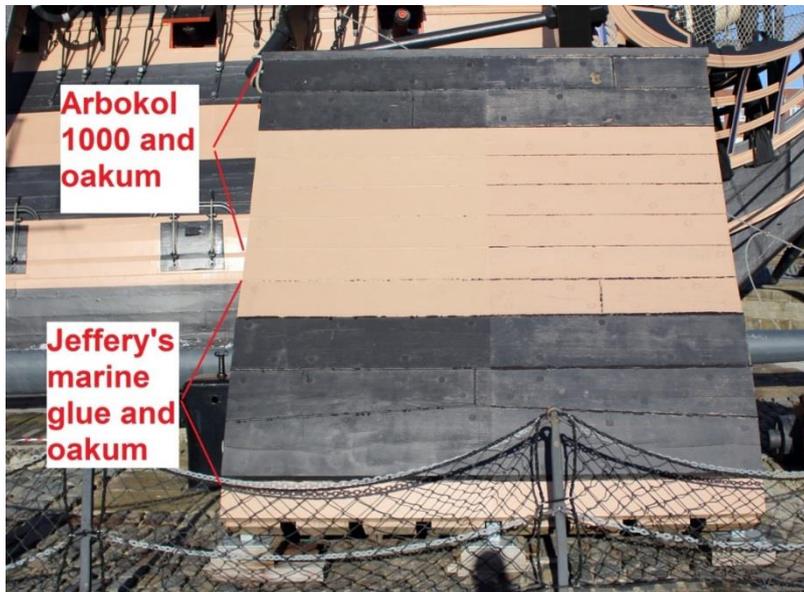


Fig 2. Photograph showing re-caulking options and locations

1.4. Re-Painting

- 1.4.1. Once caulked the external surface is to be painted in 4 vertical sections (see marked up photo):
- A Jotun paint on top of the previous jotun paint,
 - B Bradite on existing jotun paint,
 - C Joton on the existing sickens paint and
 - D Bradite on the existing sickens paint.
- 1.4.2. The new oak planks are to receive a minimum of 4 layers of primer and 2 top coats.
- 1.4.3. The repainting works are to be undertaken from a platform or MEWP provided by tenderer.

1.5. Monitoring

- 1.5.1. NMRN to test colour fade at surface by covering small patches in each tone / coating (A to D), to reveal at end of calendar year
- 1.5.2. Part of the new planking is to be cut away and re-adhered with resorcinol and act as a complete barrier to surrounding timber. This piece is to remain uncoated and act as a control panel to the weather face of the model. This will be necessary to provide a baseline for moisture readings against climate data.

2. Deliverables

- 2.1. The contractor is required to perform all stages (Points 1.1 – 1.4) with the NMRN's Historic Ships team overseeing the long-term monitoring of the mock-up after the work is complete.
- 2.2. The contractor is required to plan and execute repairs to the mock up as if it were the side of HMS *Victory*. The contractor will subsequently need to use a MEWP to access the vessel and install a weather-proof cover which is anticipated as similar to that used on HMS *Victory*, offering the same availability of space from which to perform the repairs to the mock up.

3. Additional Requirements

3.1. Skills

- 3.1.1. The contractor must have experience in traditional Shipwrightry with large historic vessels.

3.2. Location

- 3.2.1. To gain maximum understanding of the processes involved, all phases should be performed at NMRN Portsmouth within the Historic Ships Conservation Workshop and the starboard arena.
- 3.2.2. The work will need to occur during public opening hours at the dockyard in the starboard arena, a bottle neck for visitors seeing HMS *Victory* and the Mary Rose Museum. The contractor will have to demonstrate how they will perform the work without disrupting public access and safety within their work area.

3.3. H&S

- 3.3.1. The contractor is required to exercise IOSH standard H & S procedures when planning and undertaking the work. This includes up to date certification for MEWP & banksman, working at height, First Aid and hot works.

3.4. Materials

- 3.4.1. All materials and equipment stated in the work specification shall be provided by the contractor.

Annex 2 – Supplier Response

Part 1: Checklist

Below is a checklist of the desired content of the tender response to this ITT, in reference to the Specification in Annex 1:

Content	Detail
CVs and Qualifications	The professional skills and qualifications of people involved in the project, including the names and CV's of proposed team members, their specific responsibilities and any arrangements for subcontracting.
	A minimum of 3 examples of involvement in similar projects
Methods	Method Statements explaining stages 1 – 5, including how they will ensure public and staff safety in the starboard arena.
H&S	An example of a Risk Assessment for caulking the external hull planking of a historic vessel
	Specify how the supplier will comply with IOSH standards
	Provide relevant H&S qualifications
Scheduled Work Programme	Scheduled work programme (in days) for all stages of the work with milestones and dates
Costs	1) A breakdown of costs for the work as specified in Annex 1
	2) Travel, subsistence and accommodation for the work proposed in Annex 1
	3) Schedule of hourly rates for team, including subcontractors
Insurance	Full extent of professional insurance or indemnity cover

Part 2: Confidential/Commercially Sensitive Document Template

Below is a recommended template to allow potential suppliers to indicate any confidential/commercially sensitive information in accordance with the requirements of the Confidentiality and Information Governance section of this ITT.

Specify the precise elements which are considered confidential and/or commercially sensitive

Why do you consider an exemption under the POIA or EIR would apply?

Specify the estimated length of time during which the exemption will apply

Annex 3 – Pricing Approach

The following sets out information and a recommended template for the content and format of the pricing proposals for a bid.

Information

The potential supplier is requested to use terminology consistent with this ITT.

All pricing should be in Pound Sterling (GBP) and Exclusive of VAT.

Template

- 1) A breakdown of costs for the works specified within this ITT

Item	Description	Staff Member	Days	Cost (£) (Lump Sum)	Program & Milestone
1	Stage 1 – [insert]				
1.1	[detail stage 1]		0.25	£X	Week commencing (w/c)
1.2			-		w/c -
2	Stage 2				
2.1					w/c
2.2					
2.3					
	<i>Half-way stage invoice</i>				
3	Stage 3				
3.1					w/c
3.2					
4	Stage 4				
4.1					
4.2					
5	Stage 5				
5.1					
6	Revisions to draft				
7	Publication & Printing				
8	Submission of final				
	<i>Final invoice</i>				
TOTAL (EXC. VAT)			X Days	£X	w/c – w/end

- 2) A breakdown of hourly costs for the supplier and any subcontractors, including travel, subsistence and accommodation..

Staff Member	Daily Rate (£)	Travel (per day or per visit) (£)	Accommodation (per night) (£)	Subsistence (per day) (£)
	£X	£X	£X	£X
	£X	£X	£X	£X
	£X	£X	£X	£X

Annex 4 – Tender Conditions & 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 Annex 5 (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 experience in caulking historic vessels.

2.3 The tenderer must exercise full awareness in the appropriate practises of working within a historic marine environment: **Conserving Historic Vessels**, National Historic Ships (2010), **Conservation Principles, Policies & Guidance**, Historic England (2008) [<https://content.historicengland.org.uk/images-books/publications/conservation-principles-sustainable-management-historic-environment/conservationprinciplespoliciesguidanceapr08web.pdf>]. Any methods used will not pose a risk to the historic material. All intended material intervention must be notified to the NMRN as part of the tender process and receive written consent before work commences.

2.4 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 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.

2.5 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 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 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.

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 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 ninety days 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.