

# **INVITATION TO TENDER (OPEN PROCEDURE)**

**FOR**

## **Social Media Management Platform**

Ref: 229288

The National Museum of the Royal Navy  
HMS Naval Base (PP66)  
Portsmouth  
PO1 3NH

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## Section 1

### Special Notices and Instructions to Tenderers (SNITs) - Introduction

This Invitation to Tender (ITT) sets out the requirements that Tenderers must meet to submit a valid Tender. It also contains the draft Contract, further related documents and forms and sets out the National Museum of the Royal Navy's position with respect to the competition.

These instructions are designed to ensure that all tenders are given equal and fair consideration. It is important, therefore, that Tenderers provide all the information asked for in the format and order specified.

#### 1.1 Definitions

In this ITT the following words and expressions shall have the meanings given to them below:

- 1.1.1 "Compliance Regime" is a legally enforceable set of rules, procedures, physical barriers and controls that, together, act to prevent the flow of sensitive or protected information to parties to whom it may give an unfair advantage;
- 1.1.2 "Conditions of Tendering" means the conditions set out in this ITT that govern the competition;
- 1.1.3 "Contract" means a Contract entered into between the successful Tenderer or consortium members and the National Museum of the Royal Navy, should the National Museum of the Royal Navy award a Contract as a result of this competition;
- 1.1.4 "Contract Terms & Conditions" means the attached conditions including any schedules, annexes and appendices that will govern the Contract entered into between the successful Tenderer and the National Museum of the Royal Navy, should the National Museum of the Royal Navy award a Contract as a result of this competition;
- 1.1.5 "Supplier Deliverables" means the works, goods and/or the services, including packaging (and Certificate(s) of Conformity and supplied in accordance with any Quality Assurance (QA) requirements if specified) which the Supplier is required to provide under the Contract;
- 1.1.6 "MyTenders" means the electronic platform in which Tenders are submitted to the National Museum of the Royal Navy;
- 1.1.7 "ITT Documentation" means this ITT and any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access by the National Museum of the Royal Navy, for the purposes of responding to this ITT;
- 1.1.8 "ITT Material" means any other material (including patterns and samples), equipment or software, in any medium or form issued to you, or to which you have been granted access, by the National Museum of the Royal Navy for the purposes of responding to this ITT;
- 1.1.9 The "NMRN" shall mean the National Museum of the Royal Navy as NMRN Operations;

- 1.1.10 “Schedule of Requirements” means that part of the Contract which identifies, either directly or by reference, the Supplier Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Supplier Deliverable;
- 1.1.11 The “Statement of Requirement” which can be found under Annex A page 31 of this document for clicking here means that part of the Contract which details the technical requirements and acceptance criteria of the Supplier Deliverables;
- 1.1.12 A ‘Sub-Contractor’ means any party engaged or intended to be engaged by the Supplier at any level of sub-contracting to provide Supplier Deliverables for the purpose of performing this Contract;
- 1.1.13 A “Sub-Contracting Arrangement” means a group of economic operators who have come together specifically for the purpose of bidding for this Contract, where one of their number will be the party to the Contract with the National Museum of the Royal Navy, the remaining members of that group being Sub-Tenderer’s to the lead economic operator;
- 1.1.14 A “Tender” is the offer that you are making to the National Museum of the Royal Navy;
- 1.1.15 “Tenderer” means the economic operator submitting a response to this Invitation to Tender. Where “you” is used this means an action on you the Tenderer;
- 1.1.16 A “Third Party” is any person (including a natural person, corporate or unincorporated body (whether or not having separate legal personality)), other than the National Museum of the Royal Navy, the Tenderer or their respective employees.

## 1.2 Purpose

- 1.2.1 The purpose of this ITT is to invite you to submit a Tender, in accordance with the instructions set out in this ITT, to propose a solution and best price to meet the National Museum of the Royal Navy’s (NMRN’s) requirement.
- 1.2.2 This documentation explains and sets out the:
  - a. timetable for the next stages of the procurement;
  - b. instructions, conditions and processes that governs this competition;
  - c. information you must include in your Tender and the required format;
  - d. arrangements for the receipt and evaluation of Tenders;
  - e. criteria and methodology for the evaluation of Tenders; and
  - f. Contract Terms & Conditions.
- 1.2.3 The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance and/or precedence.

1.2.4 This requirement was advertised by the NMRN on Contracts Finder Gov.Uk and MyTenders websites dated 28<sup>th</sup> April 2023 under the following reference 229288.

1.2.5 This ITT is subject to the Public Contract Regulations.

1.2.5 This ITT has been advertised on the 'MyTenders' Portal under the Open procedure.

### 1.3 ITT Documentation and Material

1.3.1 ITT Documentation, ITT Material and any Intellectual Property Rights (IPR) in them shall remain the property of the NMRN or other Third-Party owners and is released solely for the purposes of enabling you to submit a Tender. You must:

- a. take responsibility for the safe custody of the ITT Documentation and ITT Material and for all loss and damage sustained to it while in your care;
- b. not copy or disclose the ITT Documentation or ITT Material to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITT;
- c. seek written approval from the NMRN if you need to provide access to any ITT Documentation or ITT Material to any Third Party;
- d. abide by any reasonable conditions imposed by the NMRN in giving its approval under sub-paragraph 1.3.1.c, which as a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the NMRN ;
- e. accept that any further disclosure of ITT Documentation or ITT Material (or use beyond the original purpose), or further use of ITT Documentation or ITT Material, without the NMRN 's written approval may make you liable for a claim for breach of confidence and/or infringement of IPR, a remedy which may involve a claim for compensation;
- f. inform the named NMRN point of contact if you decide not to submit a Tender;
- g. immediately confirm destruction of (or in the case of software, that it is beyond use) all ITT Documentation, ITT Material and derived information of an unmarked nature, should you decide not to respond to this ITT, or you are notified by the NMRN that your Tender has been unsuccessful.

1.3.2 Some or all the ITT Documentation and ITT Material may be subject to one or more confidentiality agreements made between you and either the NMRN or a Third Party. The obligations contained in any such agreement are in addition to, and do not derogate from, your obligations under paragraph 1.3.1.

### 1.4 Tender Expenses

1.4.1 You will bear all costs associated with preparing and submitting your Tender. The National Museum of the Royal Navy will not be liable for the costs of any Tender, work or effort incurred by you participating in this tender process, including where the tender process is terminated or amended by the NMRN, where the NMRN decides not to award a Contract or where you withdraw from the tender process either directly or indirectly as costs under any other Contract with the NMRN .

## 1.5 Material Change of Control

1.5.1 You must inform the National Museum of the Royal Navy in writing as soon as you become aware of:

- a. any material changes to any of the information, representations or other matters of fact communicated to the NMRN as part of your PQQ response or in connection with the submission of your PQQ response;
- b. any material adverse change in your circumstances which may affect the truth, completeness or accuracy of any information provided as part of your PQQ response or in connection with the submission of your PQQ response or in your financial health or that of any Sub-Contracting Arrangement member; or
- c. any material changes to your financial health or that of a party to the Sub-Contracting Arrangement; and
- d. any material changes to the makeup of the Sub-Contracting Arrangement, including:
  - i. the form of legal arrangement by which the Sub-Contracting Arrangement will be structured;
  - ii. the identity of Sub-Contracting Arrangement;
  - iii. the intended division or allocation of work or responsibilities within or between the Sub-Contracting Arrangement; and
  - iv. any change of control of any Sub-Contracting Arrangement.

1.5.2 If a change described in paragraph 1.5.1 occurs, the NMRN may reassess you against the PQQ selection criteria. The NMRN reserves the right to require you to submit an updated/amended PQQ response (or parts thereof) to reflect the revised circumstances so that the NMRN can make a further assessment by applying the published selection criteria to the new information provided.

1.5.3 The outcome of this further assessment may affect your suitability to proceed with the procurement.

1.5.4 In relation to a change described in paragraph 1.5.1, as far as is reasonably practicable, you must discuss any such proposed changes with the NMRN before they occur and you must additionally highlight any changes from your PQQ response relating to any change in the Sub-Contracting Arrangement or any change relating to conflicts of interest following a change, directly or indirectly in your ownership or control or of any Sub-Contracting Arrangement.

1.5.5 The NMRN reserves the right, at its sole discretion to disqualify any Tenderer who makes any material change to any aspects of its responses to the PQQ if:

- a. it fails to re-submit to the NMRN the updated relevant section of its PQQ response providing details of such change in accordance with paragraph 1.5.4 as soon as is reasonable practical and in any event no later than 7 business days following request from the NMRN; or
- b. having notified the NMRN of such change, the NMRN considers that the effect of the change is such that on the basis of the evaluation undertaken by the NMRN for the purpose of selecting potential providers to participate in the procurement, the Tenderer would not have pre-qualified.

## **1.6 NMRN Standard Terms and Conditions of Contract**

- 1.6.1 This contract will be awarded using the National Museum of the Royal Navy's standard terms and conditions, which will be implemented with the winning Tenderer. The NMRN Standard Terms and Conditions are included as Annex C to this document.

## **1.7 Other Terms and Conditions**

- 1.7.1 The Supplier agrees to indemnify the Purchaser fully and to hold it harmless at all times from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities whatsoever in any way connected with or arising from or relating to the provision or disclosure of information permitted under this paragraph.
- 1.7.2 In the event that the information provided by the Supplier in accordance with this Clause becomes inaccurate, whether due to changes to the employment and personnel details of the affected employees made subsequent to the original provision of such information or by reason of the Supplier becoming aware that the information originally given was inaccurate, the Supplier shall notify the Purchaser of the inaccuracies and provide the amended information. The Supplier shall be liable for any increase in costs the Purchaser may incur as a result of the inaccurate or late production of data.
- 1.7.3 The provisions of this paragraph 1.7 shall apply during the continuance of this Contract and after its termination howsoever arising.

## Section 2

### Key Tendering Activities

#### 2.1 Tender Milestone Dates

The envisaged key milestones for the tender are shown in the table below.

No	Event	Date
1	Issue of ITT	Friday 28 <sup>th</sup> April 2023
2	Final date for Clarification Questions/Requests for additional information	Midday (1200) Monday 22 <sup>nd</sup> May 2023
3	<b>Submission Deadline for Return of Tenders</b>	<b>Midday (1200) Tuesday 6<sup>th</sup> June 2023</b>
4	Desktop Evaluation of tenders	Week Commencing 5 <sup>th</sup> June 2023
5	Post-Submission Interviews	Week Commencing 12 <sup>th</sup> June 2023
6	Award notice issues	Estimated Week Commencing 12 <sup>th</sup> June 2023
7	Commencement of contract (after 10-day mandatory standstill)	Earliest Week Commencing 26 <sup>th</sup> June 2023

#### 2.2 Clarification Questions

- 2.2.1 The National Museum of the Royal Navy will automatically copy clarification questions and answers to all Tenderers, removing the names of those who have raised the clarification questions.
- 2.2.2 If you wish the NMRN to treat the clarification as confidential and not issue the response to all Tenderers, you must state this when submitting the clarification question and provide justification. If in the opinion of the NMRN, the clarification is not confidential, the NMRN will inform the Tenderer, who will have an opportunity to withdraw the question. If the clarification question is not withdrawn, the response will be issued to all Tenderers.



## 2.3 Submission of Tender Documents

- 2.3.1 The National Museum of the Royal Navy may, in its own absolute discretion extend the deadline for receipt of tenders and in such circumstances the NMRN will notify all Tenderers of any change.
- 2.3.2 Your completed response should be submitted by the due date and time required:

**Date: Tuesday 6<sup>th</sup> June 2023**

**Time: 12:00 Midday**

**Responses should be submitted in an electronic format addressed to:  
[tenders@nmrn.org.uk](mailto:tenders@nmrn.org.uk).**

**Please ensure your submission has been received by keeping a copy of the automatically generated read receipt from the mailbox. If a submission is undeliverable for any reason, you will need to supply evidence in order that submissions can be considered.**

**PLEASE NOTE THIS EMAIL IS DIFFERENT TO THE CLARIFICATIONS AND CORRESPONDENCE EMAIL DURING THE TENDER PROCESS.**

- 2.3.3 It is the sole responsibility of the Tenderer to deliver their response as specified and to ensure that their response has been received. It is suggested that this may be achieved by setting either a Delivery Receipt or a Read Receipt.
- 2.3.4 The NMRN takes no responsibility for identifying any clerical errors or misunderstanding in any tenders submitted. Tenderers must therefore ensure that the content of any Tender submitted is complete and accurate.
- 2.3.6 All tender submissions that are made by email must be DKIM compliant (<http://www.dkim.org>), otherwise the NMRN IT Security settings may potentially block emails or submissions if they are not compliant.
- 2.3.7 If you have received no response from the NMRN regarding your tender submission after 1-2 days (excluding weekends) please email [procurement@nmrn.org.uk](mailto:procurement@nmrn.org.uk) or call; 02392891370 Ext: 2042 to speak to the Procurement Officer. Please leave a voicemail if the call is unable to be answered.
- 2.3.8 Late responses will not be accepted.

## 2.4 Sufficiency of Tender

- 2.4.1 It is the responsibility of the Tenderer to obtain at their own expense all information necessary for the preparation of their tender.
- 2.4.2 The Tenderer shall be deemed to have satisfied themselves before submitting their Tender as to the correctness and sufficiency of the rates and prices stated by them in their Tender which shall cover all their obligations under the Contract.
- 2.4.3 If the NMRN suspects there has been an error in pricing or calculation in a Tender, it reserves the right to seek such clarification as it considers necessary from that Tenderer only.

## 2.5 Form of Tender

- 2.5.1 All entries entered by the Tenderer on the Form of Tender, and other submitted information, must be typewritten. All prices must be specified in pounds sterling, exclusive of VAT.
- 2.5.2 Tender submissions should be signed by the following:
  - a. where the Tenderer is an individual, by the individual.
  - b. where the Tenderer is a partnership, by two (2) authorised partners.
  - c. where the Tenderer is a Company by two (2) directors of the Company or by one (1) director and the secretary of the Company.

## 2.6 Amendments to the tender documents by NMRN

- 2.6.1 National Museum of the Royal Navy reserves the right to amend the enclosed tender documents at any time prior to the deadline of receipt of tenders. Where amendments are significant, the NMRN may at its discretion extend the deadline for receipt of tenders.

## 2.7 Questions/Clarifications Arising during the Tender Process

- 2.7.1 In the event that you have any queries in relation to the Contract, you should submit a clarification request to [enquiries@nmrn.org.uk](mailto:enquiries@nmrn.org.uk) in accordance with the provisions of this ITT by the Clarification Deadline (as defined in the Tender Milestone Dates section of this ITT).
- 2.7.2 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.
- 2.7.3 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 in the Tender Milestone Dates section of this ITT).
- 2.7.4 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.
- 2.7.5 Questions relating to tender specifics should be directed to [tenders@nmrn.org.uk](mailto:tenders@nmrn.org.uk)

## 2.8 Extension of Tender Response Period

- 2.8.1 An extension of the tendering period is unlikely to be granted but nevertheless may be requested, only when there are exceptional circumstances that will impact the Tenderer's ability to meet the deadline. A request from one or more suppliers for an extension is not an exceptional circumstance.
- 2.8.2 Any request shall be submitted by the Tenderer exclusively via the [tenders@nmrn.org.uk](mailto:tenders@nmrn.org.uk) and will detail the exceptional circumstance requiring the extension deadline. Such requests will only be considered by the NMRN if operational and tendering schedule requirements so permit, and if, in the case of competitive tendering, fair competition is not thereby impaired.
- 2.8.3 Refusal by the NMRN to grant extensions may not give rise to any claims by Tenderers.

## 2.9 Acceptance of Tenders

- 2.9.1 The invitation to tender expresses the current intentions of National Museum of the Royal Navy with regard to this contract. It does not constitute an offer capable of acceptance. Its purpose is to obtain proposals from selected potential suppliers.
- 2.9.2 NMRN is not bound to accept the lowest tender and reserves the right to accept any Tender in whole or part. The NMRN reserves the right to discontinue this tender process at any time.
- 2.9.3 Any Contract(s) awarded will be on the basis of the Tender Assessment and Evaluation in Part 5.
- 2.9.4 NMRN shall in no circumstances be liable for any costs involved in the preparation of a Tender.
- 2.9.5 A Tender shall only be accepted by NMRN by issue of a Contract Award Letter by the NMRN.

## 2.10 Collusive Tendering

- 2.10.1 Any Tenderer who:
  - a. makes an arrangement with any other person to refrain from tendering or sets or adjusts the amount of his / her tender, or
  - b. makes an offer or makes payment or other consideration or inducement directly or indirectly to any person in relation to any other tender or proposed tender for the Services, or
  - c. communicates either the amount or approximate amount of his / her tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance) to any person other than the National Museum in the formal tender submission,
 will be liable to disqualification without prejudice to any civil or criminal liability that such conduct may attract.

## Section 3

### Instructions on Preparing and Submitting Tenders

#### 3.1 Construction of Tenders

- 3.1.1 Your Tender must be written in English, using Arial font size 11.
- 3.1.2 Prices must be in **£GBP** ex VAT. Prices must be a firm price with a maximum budget of £60,000 for a 3-year duration (with option to extend for 1-year and break clauses). A price breakdown of your bid must be included in the Tender submission either provided separately or within this document.
- 3.1.3 To assist the NMRN's evaluation, you must set out your Tender response in accordance with Section 4 (Tender Evaluation).

#### 3.2 Validity of Tenders

- 3.2.1 All Tenders must be valid and remain open for acceptance by the National Museum of the Royal Navy for three (3) calendar months from the date fixed for lodgement of Tender.
- 3.2.2 In addition, the winning Tender must be open for acceptance for a further thirty (30) calendar days once the NMRN announces its decision to award the Contract. In the event that legal proceedings challenging the award of the Contract are instituted, before entry into Contract, you must hold your Tender open for acceptance during this period, and for up to fourteen (14) calendar days after any legal proceedings have concluded.
- 3.2.3 All Tenders must be submitted on this basis.

#### 3.3 Submission of your Tender

- 3.3.1 Your Tender and any ITT Documentation must be submitted electronically via the 'MyTenders' portal by 6<sup>th</sup> June 2023 and 12:00 (Midday) The NMRN reserves the right to reject any Tender received after the stated date and time. Hard copy, paper or delivered digital Tenders (e.g. email, DVD) are no longer required and will not be accepted by the NMRN. Tenderers are required to submit an electronic online Tender response to ITT **229288**.
- 3.3.2 You must provide via the portal one (1) priced copy of your Tender and one (1) unpriced copy. Both copies should be clearly labelled and easily identifiable. You must ensure that there are no prices present in your unpriced copy. The NMRN has the right to request, at its discretion, that any pricing information found in the unpriced copy is redacted in accordance with paragraph 3.3.3.
- 3.3.3 The NMRN may, in its own absolute discretion allow the Tenderer to rectify any irregularities identified in the Tender by the NMRN or provide clarification after the Tender return date. For example, this may include, but is not limited to, redacting pricing information in the unpriced copy of the tender, rectifying, or providing clarification in relation to a corrupt or blank document. Tenderers will be provided with instructions via the 'MyTenders' portal on how they can correct such irregularities which must be completed by the deadline set.

The NMRN will cross reference the amended Tender with the original Tender submitted to the 'MyTenders' portal before the Tender return date to ensure that no other amendments, other than in relation to the specific irregularity/clarification communicated by the NMRN, have been made. Should Tenderers make additional amendments to the Tender other than those relating to the specific irregularity/clarification communicated to the Tenderer by the NMRN, this will result in a non-compliant bid.

3.3.4 You must not upload any ITAR or Export Controlled information as part of your Tender or ITT documentation into the 'MyTenders' portal. You must contact [Tenders@nmrn.org.uk](mailto:Tenders@nmrn.org.uk) to discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the NMRN.

3.3.5 Your Tender must be compatible with MS Word and other MS Office applications.

### **3.4 Variant Bids**

3.4.1 Subject to the submission of a compliant tender, Tenderers may also submit an alternative price and method for provision of the services or goods which NMRN, at its sole discretion, may or may not pursue.

### **3.5 Confidentiality**

3.5.1 NMRN will not disclose to any third-party information that is supplied in tenders that is marked as confidential. All other information supplied by Tenderers to NMRN will similarly be treated in confidence except that references may be sought from banks, existing or past clients, or other referees submitted by the Tenderers.

### **3.6 Conflict of Interest**

3.6.1 Tenderers are required to confirm that they are not aware of any conflict of interest or any circumstances that could give rise to a conflict of interest in the performance of the proposed Contract.

### **3.7 Consortia**

3.7.1 Bids from multi-disciplinary organisations and specially formed consortia are encouraged, but all organisations in specially formed consortia must be identified in the response to the ITT. Each group or consortium will be required to nominate a lead person with whom NMRN can contract or form themselves into a single legal entity before contract award. In the case of group Tenderers or consortia, each service provider will be required to become jointly and severally responsible for the contract before acceptance.

3.7.2 If the tenderer is a group Tenderer or consortium, each member of the consortium must be identified separately as part of the response to this ITT.

3.7.3 If the tenderer is a member of a group of companies, they should provide information only about themselves and not the Group as a whole (except where Group information is specifically requested by the question).

## Section 4

### Specification / Scope of Requirement

- 4.1 Annex A and any relevant Appendices details the specification or scope of requirement against which your Tender will be evaluated.

## Section 5

### Tender Assessment and Evaluation

#### 5.1 Evaluation of Tenders (Compliance)

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

**Stage 1: Receipt and Opening** - Tenders will be downloaded from 'MyTenders' portal after the Closing Date.



**Stage 2: Compliance Check**

Each Tender will be checked for compliance with the requirements of this ITT. Tenders which are not substantially complete or which are non-compliant with the ITT may be excluded from further participation in the evaluation process or, at the NMRN's discretion, Tenderers may be asked to provide clarification. In the case of the latter, a failure by the Tenderer to provide a satisfactory response within the deadline specified in the request for clarification may result in disqualification from the evaluation process. The NMRN reserves the right to evaluate Tenders before declaring them non-compliant.



**Stage 3: Evaluation of Tender Responses** - Price and quality evaluation will be carried out in accordance with the published evaluation criteria



**Stage 4: Score Review** - Review of quality and price scores



**Stage 5: Final Evaluation Report and Recommendation** - A final evaluation report will be completed, recommending award.

5.1.2 For advice and guidance regarding the completion of the Selection and Evaluation sections of this ITT, please refer to our "Guidance and FAQs for Suppliers [Open ITT]" document which accompanies this ITT.

#### 5.2 Evaluation of Tenders (Selection)

5.2.1 Stage 2 will evaluate Tenderers on the following aspects of their responses to the standard Supplier Questionnaire in Annex D, Section 1 of the Tender document.

Section		Scoring
1	Supplier Information	Required Data
2	Grounds for mandatory exclusion	Pass / Fail
3	Mandatory and discretionary grounds relating to the payment of taxes and social security contributions	Pass / Fail
4	Grounds For Discretionary exclusion	Pass / Fail
5	Economic and Financial Standing	Pass / Fail

<b>6</b>	<b>Technical and Professional Ability</b>	<b>Pass / Fail</b>
<b>7.1</b>	<b>Insurance</b>	<b>Pass / Fail</b>
<b>7.2</b>	<b>Data protection</b>	<b>Pass / Fail</b>
<b>7.3</b>	<b>Health and Safety</b>	<b>Pass / Fail</b>
<b>7.4</b>	<b>Requirement under the Public Contracts Regulations 2015 (Regulation 113)</b>	<b>Pass / Fail</b>
<b>7.5</b>	<b>Public and Private Sector Contracts</b>	<b>Pass / Fail</b>
<b>7.6</b>	<b>Tackling Modern Slavery in Supply Chains</b>	<b>Pass / Fail</b>

- 5.2.2 Only information provided as a direct response to the questionnaires will be evaluated. Information and details which forms part of general company literature or promotional brochures etc. will not form part of the evaluation process. All questions must be answered.
- 5.2.3 Please note that the NMRN may require clarification of the answers provided or ask for additional information.
- 5.2.4 The response should be submitted by an individual of the organisation, company or partnership who has the authority to answer on behalf of that organisation, company or partnership.
- 5.2.5 Should the response be found to be erroneous or in any other way incorrect, the NMRN reserves the right to disqualify the candidate from the tender.
- 5.2.6 Each of the above Selection stage aspects will be evaluated separately, with a mark of Pass or Fail. Tenderers will be required to pass all aspects in order to achieve an overall Pass for the Selection stage and therefore have their tender further assessed in the final evaluation phase which covers price.



### 5.3 Evaluation of Tenders (Award)

- 5.3.1 In accordance with the PCR 2015 Regulation (67) the NMRN seeks to award the contract on the basis of the Most Economically Advantageous Tender. Tenders will be evaluated at Stages 3 and 4 in accordance with the following criteria and weightings and will be assessed entirely on your response submitted at Annex D, Section 2 and 3:

Criteria	Weighting	Demonstrated by
Quality including Methodology and Approach	60%	<p>Each criterion will be marked using the scale 0-10 and the specified weighting applied. The formula to calculate the weighted score will be:</p> $\frac{(\text{marks awarded}) \times \text{weighting}}{\text{marks available}}$ <p><u>For example</u> if the weighting is 20% and the maximum mark is 5, and the mark received is 3, the weighted score would be:</p> $(3 / 5) \times 20 = 12$ <p>NB: For the purposes of this calculation, weighting is expressed as a number not a percentage.</p>
Commercial	40%	<p>Price submitted by Tenderer in Annex D, Section 3 (pricing schedule), where lowest cost Tenderer shall receive 40% and all other scores shall be allocated according to their difference from the lowest price, using the formula:</p> $40\% \times \frac{(\text{lowest price of all Tenderers})}{\text{Tendered price}}$

5.3.2 **Scoring Model** – Tender responses will be subject to an initial review at the start of Stage 3 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 scoring model given in the table below:

Points	Interpretation
10	<p><b>Excellent</b> – Overall the response demonstrates that the Tenderer 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 Tenderer can meet the requirement.</p> <p>The response therefore shows:</p> <ul style="list-style-type: none"> <li>• Very good understanding of the requirement</li> <li>• Considerable competence demonstrated through relevant experience</li> <li>• Considerable insight into the relevant issues</li> </ul> <p>The response is also likely to propose additional value in several respects above that expected</p>
7	<p><b>Good</b> - Overall the response demonstrates that the Tenderer 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 the Tenderers failure to provide all information at the level of detail requested.</p> <p>The response therefore shows:</p> <ul style="list-style-type: none"> <li>• Good understanding of the requirements</li> <li>• Sufficient competence demonstrated through relevant experience</li> <li>• Some insight demonstrated into the relevant issues</li> </ul>
5	<p><b>Adequate</b> - Overall the response demonstrates that the Tenderer 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 Tenderer can meet the requirement due to the Tenderer's failure to provide all of the evidence requested.</p> <p>The response therefore shows:</p> <ul style="list-style-type: none"> <li>• Basic understanding of the requirements</li> <li>• Sufficient competence demonstrated through relevant experience</li> <li>• Some areas of concern that require attention</li> </ul>
3	<p><b>Poor</b> – The response does not demonstrate that the Tenderer meets the requirement in one or more areas. This, therefore, is a poor response with significant ambiguity as to whether the Tenderer can meet the requirement due to the failure by the Tenderer to show that it meets one or more areas of the requirement.</p> <p>There are reservations because of one or all of the following:</p> <ul style="list-style-type: none"> <li>• There is at least one significant issue needing considerable attention</li> <li>• There is insufficient evidence to demonstrate competence or understanding</li> <li>• The response is light and unconvincing</li> </ul>
0	<p><b>Unacceptable</b> - The response is non-compliant with the requirements of the ITT and/or no response has been provided.</p> <p>The response is significantly below what would be expected because of one or all of the following:</p> <ul style="list-style-type: none"> <li>• The response indicates a significant lack of understanding</li> <li>• The response fails to meet the requirement</li> </ul>

## 5.4 Tenderer Interviews and Clarification Questions

- 5.4.1 Tenderer Interviews. The NMRN may, at its discretion, decide to interview Tenderers to further the tendering process. It is envisaged that interviews, if required by the NMRN, will take place on week commencing 12<sup>th</sup> June. The interviews will be of the **Top 3 submissions** after evaluation of all submissions. The NMRN reserves the right to amend this timetable. Tenderers should ensure that key members of their delivery team are able to attend the interviews on the dates specified within this tender.
- 5.4. Post-Submission Clarifications. During the evaluation period, the NMRN reserves the right to seek further information from the Tenderers to assist in its consideration of the Tenders; this may take the form of post-submission clarification meetings or written clarifications.

## Section 6

### Structure and Format of Response

#### 6.1 Introduction

- 6.1.1 Your response to this tender document should follow the defined structure as outlined in Annex D. Your response will be used to evaluate and score the different sections of each proposal received. All parts of this section are deemed Essential and require response. **Failure to provide this information may result in your submission being disqualified:**

- 1) **Annex D – Tender Submission Document**
- 2) **Annex E - Form of Tender**
- 3) **Annex F - Certificate of Non-Collusion**

Please supply relevant documentation with your submission. You are asked to answer questions fully and where indicated in the format required. Please do not provide additional attachments or documents where not requested to do so. These will not be read and will not be taken into account in the evaluation of your Tender.

Any tender not conforming to this requirement is likely to be disqualified.

- 6.1.2 The response should be presented in A4 format with an easily readable font style and size.

#### 6.2 Approach to the Contract (Quality Control)

- 6.2.1 Tenderer's should describe how they will approach the implementation and performance of this contract with particular regard to the requirements outlined in the Specification / Schedule of Requirements (Annex A and its Appendices). Tenderer's should outline their proposals for on-going quality control during the project and how they will remedy any failures.

#### 6.3 Project Resourcing

- 6.3.1 Tenderer's should describe the resources that they will be deploying on this contract if they are successful, stating whether any staff resources are currently in place or will require to be recruited. They should also give indications as to the background and knowledge of key personnel who will be deployed in the delivery of this contract.
- 6.3.2 Explain any sub-contract arrangements that you will depend on to deliver the contract and explaining how you will manage this/these relationships with other stakeholders (if any). Any Lead Times between award of Contract and start of Services should be highlighted.

## Section 7

### Terms and Conditions of Tender

#### 1 INTRODUCTION

##### 1.1 Invitation to Tender

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.

The National Museum of the Royal Navy (“NMRN”) invites tenders for a Social Media Management Platform which includes the ability to content schedule and pull in online reviews.

##### 1.2 Requirements

Details of the requirements are included on page 31 of this document under Annex A. The NMRN is committed to continually improving its services and the evaluation of Tenderer’s bids focus heavily on a measurable method of providing continuous improvement.

##### 1.3 Health and Safety

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

##### 1.4 Post Tender Requirements

1.4.1 The NMRN’s contracting and commercial approach in respect of the required goods and/or services is set out at Annex C (NMRN Standard 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.

1.4.2 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.

1.4.3 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.

1.4.4 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.

1.4.5 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 sub-contractors will, comply with all applicable laws, codes of practice, statutory guidance and applicable NMRN policies relevant to the goods and/or services being supplied.

## 1.5 Best Value

The public, and Parliament acting on their behalf, have a right to expect that funds raised using powers agreed by Parliament will be used for the purposes intended. The NMRN is bound by the provisions of the UK Government's "**Managing Public Money**" publication, which includes specific rules and conventions about how certain things are handled, which ensure that policies, programmes and projects work smoothly and serve their intended purposes.

The Supplier will be required to fully co-operate with all initiatives undertaken to promote Best Value and meet the requirements of the legislation. Initiatives in this area are likely to include:

- Consultation with users;
- Periodic service reviews;
- Some limited benchmarking of the services undertaken within the contract in respect of quality, price, service user perceptions and any other similar VFM measures;
- Commitment to continuous improvement in all areas of service provision.

## 2 CONDITIONS OF TENDER

### 2.1 Terms and Conditions

2.1.1 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 Appendices. Accordingly, tender responses should be on the basis of and strictly in accordance with the requirements of this ITT.

2.1.2 The responses shall each be deemed subject to these terms and conditions, unless the NMRN has previously expressly agreed in writing to the contrary. No alternative terms or conditions offered by or on behalf of a Tenderer (whether as part of its submission or otherwise) shall be acceptable or deemed accepted by the NMRN unless expressly accepted by the NMRN in writing.

### 2.2 The Most Economically Advantageous Tender

2.2.1 The NMRN is seeking to appoint the tender which demonstrates the Most Economically Advantageous Tender ("**MEAT**") however the NMRN does not bind itself to accept this tender or any tender that is received.

2.2.2 Tenderers should note the NMRN's award criteria and scoring methodology as set out in Section 5.3- specifically 5.3.2.

### 2.3 Dissemination of Information to other Tenderers

2.3.1 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.

2.3.2 The NMRN also reserves the right to disseminate information that is materially relevant to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect any Tenderer's commercial confidence in its response.

- 2.3.3 Should Tenderers wish to avoid such disclosure (for example on the basis that their request contains, or the likely response will contain, commercially confidential information or may give another Tenderer a commercial advantage) the request for information to the NMRN must be clearly marked **“In confidence – not to be circulated to other Tenderers”** and each relevant page of the document should be marked “commercially confidential”. The Tenderer must set out the reason or reasons for their request for non-disclosure to the other Tenderers of its request and/or of the NMRN’s response.
- 2.3.4 The NMRN will act reasonably as regards the protection of commercially sensitive information relating to the Tenderer, subject to the NMRN’s duties under the Freedom of Information Act 2000 and Environmental Information Regulations 2004 (**“the Information Laws”**) and in the light of the latest published guidance in this area.
- 2.3.5 If a Tenderer’s request for information is marked as confidential in accordance with this paragraph, and the Tenderer indicates that the NMRN’s response should also be confidential, the NMRN shall notify the Tenderer whether it agrees that the request and/or the response is commercially sensitive. The Tenderer must confirm whether or not it accepts the NMRN’s decision. If a Tenderer is not able to accept the NMRN’s decision then the Tenderer may withdraw its request for information. If the Tenderer does not withdraw its request, the final decision as to whether the request and response shall be confidential will be made by the NMRN.

## 2.4 Accuracy of Information

- 2.4.1 The Information in this Tender Pack and/or any other documents or information to which it refers have been prepared by the NMRN in good faith. However, it does not purport to be comprehensive or to have been independently verified. The NMRN does not accept any responsibility for the accuracy or completeness of the Information. It shall not be liable for any loss or damage arising as a result of the use of such Information or any subsequent communication.
- 2.4.2 Tenderers are expected to carry out their own due diligence checks for verification purposes. Tenderers should treat the Information as background data, and not as contractual documentation.
- 2.4.3 Tenderers 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.
- 2.4.4 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.
- 2.4.5 The issue of this Tender Pack is not to be construed as a promise or representation or commitment by the NMRN to enter into a contract as a result of this procurement process. Any expenditure, work or effort undertaken prior to the execution of any contract is accordingly a matter solely for the commercial judgment of the Tenderer. The NMRN reserves the right to withdraw from this procurement process at any time or to re-invite tenders on the same or any alternative basis.

- 2.4.6 Neither the NMRN nor its elected members officers or advisers make any representation or warranties (express or implied) or accept any liability or responsibility (other than in respect of fraudulent misrepresentation) in relation to the adequacy, accuracy, reasonableness or completeness of the Information or any part of it (including but not limited to, any loss or damage arising as a result of reliance by the Tenderer or any Consortium Party on the Information or any part of it).

## 2.5 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 2.5 or it may be rejected.

## 2.6 Tender Response Submission

- 2.6.1 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 D (Supplier Selection Questionnaire). 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.
- 2.6.2 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.
- 2.6.3 Tenderers may modify their 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 Section 7 (Supplier Questionnaire) and these Tender Conditions.

## 2.7 Rejection of Tender Responses

- 2.7.1 A tender response or any other document requested by the NMRN may be rejected which:
- (a) contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format of the tender documentation provided;
  - (b) contains handwritten amendments which have not been initialled by the authorised signatory;
  - (c) does not reflect and confirm full and unconditional compliance with all of the documents issued by the NMRN forming part of the ITT;
  - (d) 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;
  - (e) is not submitted in a manner consistent with the provisions set out in this ITT;



- (f) contains information which is inconsistent with answers already given in the pre-qualification questionnaire completed as part of this Procurement Process or;
- (g) is received after the Tender Response Deadline.

2.7.2 The NMRN reserves the right at its sole discretion to disqualify any Tenderer whose circumstances change and if:

- (a) it fails to notify the NMRN of such change in accordance with this Tender Pack; or
- (b) having notified the NMRN of such change, the NMRN considers that the effect of the change is such that, on the basis of the evaluation undertaken by the NMRN for the purpose of selecting potential providers, the Tenderer would not pre-qualify; or
- (c) the change would in the opinion of the NMRN lead to a breach of its obligation to conduct a fair and lawful procurement process.

## 2.8 Disqualification of Tender Responses

2.8.1 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:

- (a) a response is submitted late, is completed incorrectly, is materially incomplete, is submitted in any other format other than via the Portal or fails to meet the submission requirements of the NMRN which have been notified to Tenderers;
- (b) the Tenderer and/or the member of the Tenderer Team is unable to satisfy the terms of Article 57 of Directive 2014/24/EU and/or Regulation 57 of the Public Contracts Regulations 2015 (or any replacement law) at any stage during the procurement process;
- (c) the Tenderer and/or the members of the Tenderer Team are guilty of material misrepresentation, fraudulent or false statements in relation to their submission and/or the procurement process;
- (d) the Tenderer and/or the members of the Tenderer Team contravene any of the terms and conditions of this Tender Pack;
- (e) there is a change in identity, control, financial standing, structure or other factor impacting on the selection and/or evaluation process affecting the Tenderer and/or the members of the Tenderer Team; or
- (f) the Tenderer introduces a material change in any commitment or statement contained in any previous submission at any previous stage in the procurement process;
- (g) to inappropriately influence this Procurement Process;
- (h) to fix or set the price for goods or services;

- (i) offers any inducement, fee or reward to any elected member or officer of the NMRN or any person acting as an adviser to the NMRN in connection with this procurement process or does anything which would constitute a breach of the Bribery Act 2010 (or any replacement law) in relation to this Procurement Process; or
- (j) 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.

## 2.9 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.

## 2.10 Non-Collusion

2.10.1 Any Tenderer or Consortium Party who, in connection with this procurement process and without obtaining the prior written content of the NMRN:

- (a) fixes or adjusts the amount of its response by or in accordance with any agreement or arrangement with any other Tenderer or Consortium Party (other than a member of its own consortium);
- (b) enters into any agreement or arrangement with any other Tenderer or Consortium Party (other than a member of its own consortium) that it shall refrain from making a response or as to the amount of any response to be submitted;
- (c) causes or induces any person to enter such agreement as mentioned in paragraphs a) or b) above or to inform the Tenderer or a Consortium Party of the approximate amount of a rival response;
- (d) offers or agrees to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other response or proposed response any act or omission; or
- (e) communicates to any person other than the NMRN the amount or approximate amount of its response (except where such disclosures are made in confidence to obtain quotations necessary for the preparing of the response), will be disqualified (without prejudice to any other civil remedies available to the NMRN and without prejudice to any criminal liability that such conduct by a Tenderer may attract).

## 2.11 Bidding Costs

- 2.11.1 The NMRN will not make any payments to any Tenderer in respect of the Tenderer's expenses incurred in participating in this procurement procedure. Accordingly, the NMRN and each Tenderer will bear their own costs arising out of or in connection with the entirety of this procurement process.
- 2.11.2 The NMRN reserves its position as to whether or not it will enter any contractual arrangements as a result of this procurement process and the Tenderers' participation in the procurement process will be entirely at their own risk.
- 2.11.3 The NMRN shall bear no liability whatsoever for the outcome of this procurement procedure, whether withdrawn or altered or recommenced, including any loss of bidding costs, profit or economic loss incurred by Tenderers or any other person arising out of or in connection with this procurement procedure.

## 2.12 Rights to Cancel or Vary the 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.

## 2.13 Publicity

- 2.13.1 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.
- 2.13.2 Tenderers and Consortium Parties shall not undertake (or permit to be undertaken) at any time any publicity or activity with any section of the media in relation to this procurement process or the supply of the products and/or services specified other than with the prior written consent of the NMRN.
- 2.13.3 In this paragraph the word "media" includes radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.

## 2.14 Conflicts of Interest

- 2.14.1 Tenderers are responsible for ensuring that there are no conflicts of interest either between their own advisers and those of the NMRN and its advisers, or between the members of their consortium and their sub-contractors. A Tenderer must notify the NMRN of any conflict of interest as soon as reasonably practicable after it becomes aware of such a conflict.

- 2.14.2 The NMRN requires all actual or potential conflicts of interest to be resolved to the NMRN's satisfaction prior to the submission of a tender. Failure to declare such conflicts and / or failure to address such conflicts to the reasonable satisfaction of the NMRN may result in the Tenderer being disqualified.

## 2.15 **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.

## 2.16 **Jurisdiction**

The negotiations and all subsequent contract negotiation with the NMRN and any non- contractual obligations arising out of or in connection with such contracts will be subject to the laws of England and the exclusive jurisdiction of the English courts.

## 3 **MANDATORY REQUIREMENTS**

As part of your tender response, Tenderers 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.

## 4 **CONFIDENTIALITY**

- 4.1 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.
- 4.2 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.
- 4.3 This ITT and its accompanying documents shall remain the property of the NMRN and must be returned on demand.
- 4.4 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.
- 4.5 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.
- 4.6 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.

- 4.7 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.
- 4.8 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.
- 4.9 By participating in this procurement process, Tenderers understand and agree (and shall procure that all others whose information is supplied to support their response agree) that the NMRN is permitted to disclose all information submitted to it to its elected members as well as the United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in the United Kingdom and their Ministers, servants, agents and advisers.

## Annex A

### Specification / Scope of Requirement

This brief is issued jointly by the National Museum of the Royal Navy (NMRN Operations) and the Mary Rose Trust (MRT) as joint operators of Portsmouth Historic Dockyard (PHD Operations) for the provision of a Social Media Management Platform for the National Museum of the Royal Navy (all sites), The Mary Rose Museum and Portsmouth Historic Dockyard.

#### The National Museum of the Royal Navy

The National Museum of the Royal Navy was established in 2009. It tells the story of the four fighting forces of the British Royal Navy, the Royal Marines, the Fleet Air Arm, the Submarine Service, and the Surface Fleet.

The Museum Group operates various Museum sites, run as visitor attractions; and is the guardian to several ships of the National Historic Fleet. Its responsibilities include the National Museum of the Royal Navy Portsmouth, the Fleet Air Arm Museum, the Royal Navy Submarine Museum with HMS Alliance, Explosion! The Museum of Naval Firepower, the Royal Marines Museum, HMS Victory, HMS Caroline, HMS M.33, HMS Warrior and National Museum of the Royal Navy Hartlepool (including HMS Trincomalee).

Geographically the sites NMRN's sites spread from Portsmouth and Gosport to Yeovilton in Somerset, Belfast in Northern Ireland to Hartlepool in the North East. Each site delivers a wide range of public programming including exhibitions, events, learning and outreach. The National Museum Collection is distributed across the sites.

#### The Mary Rose Trust

The Mary Rose Trust is responsible for the preservation, display and spreading knowledge about Henry VIII's 16th century warship The Mary Rose which sank in the Solent on 19 July 1545. The iconic ship was salvaged by the Trust in October 1982 whilst being watched by an audience of over 60 million people worldwide. The Mary Rose Trust runs the Mary Rose Museum in Portsmouth Historic Dockyard. Which in 2016 had a massive refurbishment allowing the public to get closer than ever to the historic ship and collection.

- There is nothing about the Mary Rose that you can see anywhere else in the world
- There's nowhere you can see as many authentic Tudor artefacts in the world
- There's been no bigger maritime archaeological mission ever in the world
- There's nowhere you can get as close to a living breathing Henry VIII in the world
- There's no visitor experience that rates higher on the South Coast
- Portsmouth's Mary Rose was Built, Sailed, Defended, Sunk, Raised and Shared to the world in Portsmouth.
- Portsmouth Historic Dockyard.

Portsmouth Historic Dockyard (PHD) is marketed and operated jointly by NMRN and MRT since August 2020 through PHD Operations through a newly introduced joint ticketing offer.

It is one of the UK's leading visitor attractions, based on the coast of Portsmouth and welcoming in excess of 850,000 visitors per year. It is the home to:

- The Mary Rose Museum – operated by MRT
- The National Museum of the Royal Navy – operated by NMRN
- HMS Victory – operated by NMRN
- HMS Warrior – operated by NMRN
- Action Stations – operated by NMRN
- Boathouse 4 – operated by Portsmouth Naval Base Property Trust
- HMS M.33 – operated by NMRN
- Victory: Live – operated by NMRN

In addition, there is a Harbour Tours and Water Bus service (operated by a third party) which provides visitors with the opportunity to get on the water and to reach Gosport where they can visit:

- The Royal Navy Submarine Museum and HMS Alliance - operated by NMRN
- Explosion Museum of Naval Firepower (at Gosport, accessible by a free waterbus from PHD) – operated by NMRN

PHD as a heritage attraction, sits within the, still active, Portsmouth Naval Base providing a direct connection between the history of Britain's maritime heritage and the workings of the modern Royal Navy.

## Social Media

- NMRN operates a wide array of social channels. The primary functions of these channels is to:
- Continuously promote PHD Operations' channels to visitors and the wider international Navy community through storytelling techniques, programming and events, to followers of each respective channel.
- Raise awareness of NMRN sites to potential visitors who may not follow NMRN channels themselves, but discover either through content share among their peer network or digital advertising that utilise these channels.
- Maintain customer relationships as an easy way for visitors to contact NMRN who may have queries or positive/negative feedback.
- NMRN operates channels on Facebook, Instagram, Twitter, YouTube, using different accounts to distinguish each site's audiences, content and activity.
- There is also the need for continuous development; with new emerging trends and technologies, the way we promote our attractions means we may add new platforms in future.
- It is essential for NMRN and MRT to monitor and evaluate all feedback, both constructive and positive as it forms the evidence for reporting and analysis. It ensures the effectiveness of the work done, helps plan for future strategies and effectively risk manage the reputation of the organisations by rebutting and correcting damaging and inaccurate coverage.

## Detailed Scope of Service

### Core requirements

- A platform that provides efficient and effective social media management of PHD Operations' channels all in one place.
- An unlimited number of feeds that can be customised by each user to display
- Posts, comments/replies, scheduled content in real time, drawing from different Facebook, Twitter, Instagram, LinkedIn or YouTube accounts, customised by the user, with a commitment to adding new social media channels in future.
- Posts mentioning hashtags and/or keywords (with the ability to add multiple keywords, specific phrase match in quotation marks, and keyword exclusion).
- any social engagement, including mentions/replies to comments, combining from multiple accounts.
- A platform that provides a centralised means of social media customer relationship management, allowing staff to view quickly and easily who has responded to each engagement.
- An inbox that displays mentions, comments and private messages from Facebook, Twitter, YouTube and LinkedIn with social channels,
- An activity log to record with which user responded to any particular engagement, with references to the date/time and what response/action was taken.
- The ability to assign to a separate colleague or team within the platform.
- Functionality to add custom tags or notes to individual users within the platform, without the user themselves being aware of the tagging/notes taking place.
- Content moderation tools to hide and/or delete comments from within the software to the social media platform.



- Functionality to view reviews from Google, Trip Advisor etc. and ability to respond to the review directly to the platform.
- Functionality to quickly and easily review all previous interactions with a particular account
- Functionality to deploy stock pre-written responses, with ability to edit response for personalisation/variance.

**A platform that is equipped to manage our social media posting, campaigns and content assets efficiently.**

- Able to post content within the software direct to all our social media accounts.
- The capability of replying to, liking and sharing, within feeds, with user replies, comments and direct messages delivered natively on the social media platform.
- A function to tailor posts by content style per platform (e.g. stories, reels, live or regular posts on Facebook).
- A function to cross-post same content to multiple different social media platforms/accounts, with additional option to create variations
- An in-built link shortener with the option to add a custom vanity URL of our choice.
- A function that schedules any social media content to be posted automatically in advance across all channels, and recommends optimal sending times.
- A function to preview posts or content as they will appear natively on each social platform.
- An in-built asset manager to store images, graphics and videos that can then be deployed in any post or campaign within the software.
- A centralised web-based software service of social engagement, allowing staff to view quickly and easily who has responded to each engagement.
- Functionality to edit the text or image, or delete, live posts made previously.
- An integrated calendar and/or planner feature that can tag thematic posts for easy reference (i.e. tagging within the software for user visibility, not tagging within posts for public visibility).

**A platform with comprehensive reporting, data and analytics features alongside the monitoring and engagement software.**

- A dashboard with analytical displays and customisable reports, reporting between multiple platforms and/or accounts
- Reporting also available on paid advertising accounts.
- Reports have customisable goal and benchmarking functionalities.
- Reports have intelligent analysis to provide recommendations for future approaches.
- Reports can be exported to PDF or similar presentable format.
- The means to capture historic social media account data.
- Real-time data management and reporting, by creating word clouds, ratings and statistics.
- Integration with other systems, including Google Studio, our CRM (provided by Microsoft Dynamics) and scope for further developments such as AI/chatbots
- Access to comprehensive data and analytics within the platform reports
- Integration with Google Analytics 4 and Google Tag Manager to track web traffic and conversion from social posts.
- To monitor competitor performance and experiences
- Integration with Competitor analysis and visibility
- Reports to monitor response times and who responded.
- Categorisation of comments to help see trends such as staff / attractions



**A platform with hierarchical user settings and administration tools to designate permissions define by PHD Operations' needs.**

- The ability to add multiple logins to the platform, with each login showing user-defined feeds and interface, and with the ability to share feeds between users.
- Functionality to determine permission levels, including an administrator role that can perform tasks such as creating new accounts, adding new social media platforms, and determining access levels for non-admin roles.
- The ability to group users by teams, with common permissions assigned to each team.
- Access from multiple locations across the UK (including Northern Ireland)
- Additional Desirable Requirements
- We have identified the following additional desirable requirements:
- Functionality to post specifically to Facebook Stories, Facebook Reels, Twitter threads, Facebook Events, Twitter Spaces, YouTube videos and live streams and Twitter/Facebook image carousels.
- A rules and alert system to email in case of defined changes or heavy activity in set posts.
- The function that schedules any social media content to be posted automatically in advance across all channels, to go out at a time exactly to the minute (not 5/10-minute intervals).
- Automated sentiment analysis, detecting positive/negative feedback upon a particular theme and tagging comments/post accordingly.
- Customisable automated analysis, able to specify a particular tag to be assigned to posts by user-specified parameters.
- Ability for users to override and/or correct automated sentiment, replacing tags where sentiment has been misidentified.
- Scheduling of automated reports at custom-defined intervals.
- Functionality for crisis comms, including a 'pause all' option to suspend all scheduled posts.
- Access to the platform and all main features via a mobile/tablet app.
- Includes a means of delivering and/or setting up a PPC advertising campaign across Facebook/Instagram, Twitter, YouTube and/or other platforms.
- Ability to build surveys that link directly with feedback platforms such as trip advisor and Google my business.
- Identification of PPC campaign ad engagements versus organic post interactions
- Integration with Dynamics 365

## Annex B

### Tender Evaluation Criteria

B.1 The Tender Evaluation criteria for this ITT is defined as follows:

Criteria		Area Weighting
<b>QUALITY</b>		<b>Overall Weighting: 60%</b>
1	Criteria 1 Able to demonstrate the proposed system and that it meets all of the specifications outlined <ul style="list-style-type: none"> <li>Provide screen grabs, links to videos if required or similar examples of your product.</li> </ul>	20%
2	Criteria 2 GDPR compliant	10%
3	Criteria 3 Demonstrable experience of delivering similar systems to budget and within the industry	10%
4	Criteria 4 Understanding of the brief	10%
5	Criteria 5 Accessibility and ease of use of the proposed systems reporting requirements	10%
<b>PRICE</b>		<b>Overall Weighting: 40%</b>
6	Price	40%
<b>TOTAL</b>		<b>100%</b>

## Annex C

### NMRN Standard Terms and Conditions

- See in tender documentation pack the NMRN's Standard Terms and Conditions
- Please be aware these are our full terms and conditions as a sample, and does represent the final version for this tender. The NMRN will consider reasonable requests for negotiation post-award, these can be submitted as clarifications.

## Annex D

### TENDER SUBMISSION DOCUMENT

### SUPPLIER SELECTION QUESTIONNAIRE

**Social Media Management Platform  
229288  
Open Procedure**

#### Notes for completion

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of subcontractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed part 1 and part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For part 1 and part 2 every member of your bidding group/consortium, and any subcontractor that is being relied on to meet the selection criteria, must complete and submit the self-declaration.
6. For the mandatory exclusion grounds only (Q2.1(a)), you must complete the declaration for all relevant persons and entities. There are two categories of persons and entities:
  - members of your administrative, management or supervisory board; secondly, entities and persons who have powers of representation, decision or control. You must decide, depending on the nature and structure of the entity or person who is bidding, which entities and persons this applies to in your particular circumstances. Clearly, members of your administrative, management or supervisory board should be easily identifiable and will cover company directors (or equivalent for other types of corporate entities) and members of an executive board.
  - the second category of those with powers of representation, decision or control, is likely to be more complicated. As an illustration, entities or persons with 25% or more shareholding (or equivalent for other types of corporate entities) are likely to have powers or representation, decision or control,

although those with a lower shareholding may still have the relevant powers depending on their particular rights. Similarly, your ultimate parent company (or equivalent for other types of corporate entities) is likely to have powers of representation, decision or control. Depending on your particular structure, intermediate parent companies who do not have a direct shareholding, directors or members of an executive board of your immediate parent company (for example in the case of an SPV set up specifically to bid for a particular contract), and holders of mortgages or liens may be covered. It isn't necessary to identify which entities and persons you think are covered but you must be satisfied that your declaration is made in respect of all of those that are covered.

7. For answers to part 3 – If you are bidding on behalf of a group, for example, a consortium, or you intend to use subcontractors, you should complete all of the questions on behalf of the consortium and/ or any subcontractors, providing one composite response and declaration.
8. The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.
9. The Public Procurement Review Service allows government suppliers and potential government suppliers to raise concerns anonymously about unfair public sector procurement practice. The government can then investigate and resolve these concerns for contracting authorities as listed in [Schedule 1](#) of the Public Contracts Regulations 2015. To use the Public Procurement Review Service, [read the terms](#) and email [publicprocurementreview@cabinetoffice.gov.uk](mailto:publicprocurementreview@cabinetoffice.gov.uk) or phone 0345 010 3503.

## Part 1 – Your Information and the Bidding Model

You must answer all questions in parts 1 and 2. If you are the supplier, you must answer all questions in part 3 as well.

Bidders must ensure that every organisation on which they will rely to meet the selection criteria completes and submits their own answers and declaration for part 1 and 2.

☐ Yes ☐ No ☐ N/A

Section 1	Potential Supplier Information	
Question no.	Question	Response
1.1 (a)	Name (if registered, please give the registered name)	
1.1 (b) – (i)	Registered address (if applicable) or head office address	
1.1 (b) – (ii)	Registered website address (if applicable)	
1.1 (c)	Trading Status: a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1 (d)	Date of registration (if applicable) or date of formation.	
1.1 (e)	Registration number (company, partnership, charity, etc if applicable).	
1.1 (f)	Registered VAT number	
1.1 (g) - (i)	Are you registered with the appropriate professional or trade register(s) specified for this procurement in the Member State where your organisation is established?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
1.1 (g) - (ii)	If you responded yes to 1.1(h) - (i), please provide the relevant details, including the name of the register and registration number(s), and if evidence of registration is available electronically, please provide • the website address, • issuing body • reference number.	
1.1 (h) - (i)	For procurements for services only, is it a legal requirement in the country where you are established for you to: a) possess a particular authorisation, or	<input type="checkbox"/> Yes <input type="checkbox"/> No

	b) be a member of a particular organisation, to provide the requirements specified in this procurement?	<input type="checkbox"/> N/A
<b>1.1 (h) - (ii)</b>	If you responded yes to 1.1(j) - (i), please provide additional details of what is required, confirmation that you have complied with this and, if evidence of compliance is available electronically, please give the website address, issuing body and reference number	
<b>1.1 (i)</b>	Are you a Small, Medium or Micro Enterprise (SME <sup>1</sup> )?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>1.1 (j)</b>	<p>Details of Persons of Significant Control (PSC<sup>2</sup>), where appropriate<sup>3</sup>:</p> <ul style="list-style-type: none"> <li>• Name;</li> <li>• Date of birth;</li> <li>• Nationality;</li> <li>• Country, state or part of the UK where the PSC usually lives;</li> <li>• Service address;</li> <li>• The date he or she became a PSC in relation to the company (for existing companies 6 April 2016 should be used);</li> <li>• Which conditions for being a PSC are met;</li> <li>• Over 25% up to (and including) 50%,</li> <li>• More than 50% and less than 75%,</li> <li>• 75% or more.</li> </ul> <p>(Please enter N/A if not applicable)</p>	
<b>1.1 (l)</b>	<p>Details of immediate parent company:</p> <ul style="list-style-type: none"> <li>• Full name of the immediate parent company</li> <li>• Registered office address (if applicable)</li> <li>• Registration number (if applicable)</li> <li>• Head office DUNS number (if applicable)</li> <li>• Head office VAT number (if applicable)</li> </ul> <p>(Please enter N/A if not applicable)</p>	

<sup>1</sup> See definition of SME [https://ec.europa.eu/growth/smes/business-friendly-environment/smedefinition\\_en](https://ec.europa.eu/growth/smes/business-friendly-environment/smedefinition_en)

<sup>2</sup> UK companies, Societates European (SEs) and limited liability partnerships (LLPs) are required to identify and record the people who own or control their company. Companies, SEs and LLPs are required to keep a PSC register, and must file the PSC information with the central public register at Companies House. See [PSC guidance](#). Overseas bidders are required to provide equivalent information.

<sup>3</sup> Only information that relates to the persons with powers of representation, decision or control within the meaning of regulation 57(2) can be considered in relation to the mandatory exclusion grounds and other details are requested for information only.

<b>1.1 (m)</b>	Details of ultimate parent company: <ul style="list-style-type: none"> <li>• Full name of the ultimate parent company</li> <li>• Registered office address (if applicable)</li> <li>• Registration number (if applicable)</li> <li>• Head office DUNS number (if applicable)</li> <li>• Head office VAT number (if applicable)</li> </ul> (Please enter N/A if not applicable)	
<b>Please note: A criminal record check for relevant convictions may be undertaken for the preferred supplier and all relevant persons and entities (as described above).</b>		

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

Section 1	Bidding model	
Question no.	Question	Response
<b>1.2</b>	<p>Please indicate if you are bidding as a single supplier or as part of a group or consortium?</p> <p>If you are bidding as a single supplier please go to Q 1.3.</p> <p>If you are bidding as part of a group or consortium (including where you intend to establish a legal entity to deliver the contract, or you are a subcontractor), please tell us:</p> <ol style="list-style-type: none"> <li>The name of the group/consortium.</li> <li>The proposed structure of the group/consortium, including the legal structure where applicable.</li> <li>The name of the lead member in the group/consortium.</li> <li>Your role in the group/consortium (e.g. lead member, consortium member, subcontractor).</li> <li>If you are the lead member in the group/consortium, whether you are relying on other consortium members to meet the selection criteria (i.e. are you relying on other consortium members for economic and technical standing and/or technical and professional ability?) and, if so, which criteria you are relying on them for</li> </ol>	



1.3	<p>If you are proposing to use subcontractors please provide the details for each subcontractor<sup>4</sup>.</p> <ul style="list-style-type: none"> <li>• Name</li> <li>• Registration number</li> <li>• Registered or head office address,</li> <li>• Trading status <ul style="list-style-type: none"> <li>a. Public limited company</li> <li>b. Private limited company</li> <li>c. Limited liability partnership</li> <li>d. Other partnership</li> <li>e. Sole trader</li> <li>f. Third sector</li> <li>g. Other (please specify your trading status)</li> </ul> </li> <li>• Registered VAT number</li> <li>• SME (Yes/No)</li> <li>• The role each subcontractor will take in providing the works and /or supplies e.g. key deliverables - if known</li> <li>• The approximate % of contractual obligations assigned to each subcontractor, if known</li> <li>• Is the subcontractor being relied upon to meet the selection criteria (i.e. are you relying on the subcontractor for economic and technical standing and/or technical and professional ability?) and, if so, which criteria are you relying on them for?</li> </ul>	
1.4	<p><b>Lots</b> Where applicable, please tell us which lot(s) you wish to bid for?</p>	

<sup>4</sup> This applies to all supply chain members and/or subcontractors, where their identity is known at this stage, irrespective of whether you are relying on them to meet the selection criteria. Where a supply chain member and/or subcontractor has been identified in response to this question, any resulting subcontract entered into with that subcontractor for that part of the works, services or supplies identified in response to that question will not be subject to the requirement for contracts to advertise the subcontracting opportunity, as set out in PPN 01/18.

## Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that forms part of your bidding group/consortium, as well as every organisation that is being relied on (including subcontractors being relied on) to meet the selection criteria must complete and submit responses to part 1 and the declarations in part 2.

Section 2	Grounds for mandatory exclusion	
Question no.	Question	Response
2.1(a)	<p>Within the past five years, anywhere in the world, have you or any person who:</p> <ul style="list-style-type: none"> <li>• is a member of the supplier's administrative, management or supervisory body or</li> <li>• has powers of representation, decision or control in the supplier,</li> <li>• been convicted of any of the offences within the summary below and listed in full on the <a href="#">webpage</a><sup>5</sup>?</li> </ul>	
	Participation in a criminal organisation.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Corruption.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Fraud.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Terrorist offences or offences linked to terrorist activities	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Money laundering or terrorist financing	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Child labour and other forms of trafficking in human beings	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales or Northern Ireland.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Any other offence within the meaning of Article 57(1) of the Directive created after 26th February 2015 in England, Wales or Northern Ireland.	<input type="checkbox"/> Yes <input type="checkbox"/> No

<sup>5</sup> [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/551130/List\\_of\\_Mandatory\\_and\\_Discretionary\\_Exclusions.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf)

<b>2.1(b)</b>	<p>If you have answered yes to any part of question 2.1(a), please provide further details, including:</p> <ul style="list-style-type: none"> <li>• date of conviction and the jurisdiction,</li> <li>• which of the grounds listed the conviction was for,</li> <li>• the reasons for conviction,</li> <li>• the identity of who has been convicted.</li> </ul> <p>If the relevant documentation is available electronically please provide:</p> <ul style="list-style-type: none"> <li>• the web address,</li> <li>• issuing authority,</li> <li>• precise reference of the documents.</li> </ul>	
<b>2.1(c)</b>	<p>If you have answered yes to any part of the question above please explain what measures have been taken to demonstrate your reliability despite the existence of relevant grounds for exclusion. (Self cleaning).</p>	

Section 3 Mandatory and discretionary grounds relating to the payment of taxes and social security contributions		
<p>The detailed grounds for mandatory and discretionary exclusion of a supplier for non-payment of taxes and social security contributions, are set out on this <a href="#">webpage<sup>6</sup></a>, and should be referred to before completing these questions.</p>		
Question no.	Question	Response
<b>3.1(a)</b>	<p>Please confirm that you have met all your obligations relating to the payment of taxes and social security contributions, both in the country in which you are established and in the UK. If documentation is available electronically please provide:</p> <ul style="list-style-type: none"> <li>• the web address,</li> <li>• issuing authority,</li> <li>• precise reference of the documents</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>3.1(b)</b>	<p>If you have answered no to 3.1(a) please provide further details including the following:</p> <ul style="list-style-type: none"> <li>• Country concerned,</li> <li>• what is the amount concerned</li> <li>• how the breach was established, i.e. through a judicial or administrative decision or by other means.</li> <li>• if the breach has been established through a judicial or administrative decision please provide the date of the decision,</li> <li>• if the breach has been established by other means please specify the means.</li> </ul>	

<sup>6</sup> [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/551130/List\\_of\\_Mandatory\\_and\\_Discretionary\\_Exclusions.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf)

<b>3.1(c)</b>	Please also confirm whether you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including, where applicable, any accrued interest and/or fines.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Please Note: We reserve our right to use our discretion to exclude your bid where we can demonstrate by any appropriate means that you are in breach of your obligations relating to the payment of taxes or social security contributions</b>		

Section 4		Grounds for discretionary exclusion
The detailed grounds for discretionary exclusion of an organisation are set out on this <a href="#">webpage</a> <sup>7</sup> and should be referred to before completing these questions.		
Question no.	Question	Response
<b>4.1</b>	Within the past three years, anywhere in the world, have any of the situations summarised below and listed in full on the <a href="#">webpage</a> applied to you?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4.1(a)</b>	Breach of environmental obligations? To note that environmental law obligations include Health and Safety obligations. See <a href="#">webpage</a> .	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4.1(b)</b>	Breach of social law obligations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4.1(c)</b>	Breach of labour law obligations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4.1(d)</b>	Bankrupt or is the subject of insolvency?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4.1(e)</b>	Guilty of grave professional misconduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4.1(f)</b>	Distortion of competition?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4.1(g)</b>	Conflict of interest?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4.1(h)</b>	Been involved in the preparation of the procurement procedure?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4.1(i)</b>	Prior performance issues?	<input type="checkbox"/> Yes <input type="checkbox"/> No

<sup>7</sup> [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/551130/List\\_of\\_Mandatory\\_and\\_Discretionary\\_Exclusions.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf)

<p><b>4.1(j)</b></p> <p><b>4.1(j) - (i)</b></p> <p><b>4.1(j) - (ii)</b></p> <p><b>4.1(j) - (iii)</b></p> <p><b>4.1(j) - (iv)</b></p>	<p>Do any of the following statements apply to you ?</p> <p>You have been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.</p> <p>You have withheld such information.</p> <p>You are not able, without delay, to submit documents if/when required.</p> <p>You have undertaken to unduly influence the decision-making process of the contracting authority to obtain confidential information that may confer upon you undue advantages in the procurement procedure, or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>
<p><b>4.2</b></p>	<p>You are a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015 if you carry on your business, or part of your business in the UK, supplying goods or services and you have an annual turnover of at least £36 million.</p> <p>If you are a relevant commercial organisation please -</p> <ul style="list-style-type: none"> <li>confirm that you have published a statement as required by Section 54 of the Modern Slavery Act.</li> <li>confirm that the statement complies with the requirements of Section 54 and any guidance issued under Section 54.</li> </ul>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>
<p><b>4.3</b></p>	<p>If your latest published statement is available electronically please provide:</p> <ul style="list-style-type: none"> <li>the web address,</li> <li>precise reference of the documents</li> </ul>	
<p><b>4.4</b></p>	<p>If you have answered YES to any of the questions in 4.1, or NO to question 4.2, please explain what measures have been taken to demonstrate your reliability despite the existence of a relevant ground for exclusion. (Self cleaning)</p>	

## Part 3: Selection Questions

Section 5		
Economic and Financial Standing		
Question no.	Question	Response
5.1	<p>If documentary evidence of economic and financial standing is available electronically (e.g. financial statements filed with Companies House), please provide:</p> <ul style="list-style-type: none"> <li>the web address</li> <li>issuing authority</li> <li>precise reference of the documents</li> </ul>	
5.2	<p>If documentary evidence of economic and financial standing is not available electronically, please provide a copy of your detailed accounts for the last two years (audited if required by law). Also, for any other person or entity on whom you are relying to meet the selection criteria relating to economic and financial standing, please provide a copy of their detailed accounts for the last two years (audited if required by law).</p>	
5.3	<p>If you are not able to provide a response to questions 5.1 or 5.2, please provide any of the following alternatives.</p>	
5.3(a)	<p>A statement of your annual turnover, Profit and Loss Account/Income statement, Balance Sheet/statement of Financial Position and Statement of Cash Flow for the most recent year(s) of trading and a bank letter outlining the current cash and credit facility position.</p>	
5.3(b)	<p>Alternative information to evidence economic and financial standing (e.g. forecast financial statements and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).</p>	
5.4	<p>Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Section 6		
Technical and Professional Ability		
Question no.	Question	Response
6.1	<p><b>Relevant experience and contract examples</b></p> <p>Please provide details of up to three contracts, to meet the technical and professional ability criteria set out in the procurement documents in any combination from either the public or private sectors; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Where this procurement is for supplies or services, the</p>	

	<p>examples must be from the past three years. Where this procurement is for works, the examples may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>For consortium bids, or where you have indicated that you are relying on a subcontractor in order to meet the technical and professional ability, you should provide relevant examples of where the consortium/subcontractors have delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or members of the Special Purpose Vehicle or subcontractors (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or subcontractor(s) who will deliver the contract.</p> <p>For each contract please provide the following information</p> <p>If you cannot provide examples see question 7.2</p>
<b>Contract 1</b>	
Name of customer organisation who signed the contract	
Name of supplier who signed the contract	
Point of contact in the customer's organisation	
Position in the customer's organisation	
E-mail address	
Description of contract	
Contract start date	
Contract completion date	
Estimated contract value	
<b>Contract 2</b>	
Name of customer organisation who signed the contract	
Name of supplier who signed the contract	

Point of contact in the customer's organisation	
Position in the customer's organisation	
E-mail address	
Description of contract	
Contract start date	
Contract completion date	
Estimated contract value	
<b>Contract 3</b>	
Name of customer organisation who signed the contract	
Name of supplier who signed the contract	
Point of contact in the customer's organisation	
Position in the customer's organisation	
E-mail address	
Description of contract	
Contract start date	
Contract completion date	
Estimated contract value	
<b>6.2</b>	<p>If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this and how you meet the selection criteria relating to technical and professional ability e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.</p>
<b>6.3</b>	<p>Where you intend to subcontract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your subcontractor(s). The description should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment and whether you are a signatory of the UK Prompt Payment Code (or have given commitments under other equivalent schemes).</p>



Section 7		
Additional Questions including Project Specific Questions		
Question no.	Question	Response
7.1	<p><b>Insurance</b></p> <p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:</p> <p>Employer's (Compulsory) Liability Insurance = £5,000,000</p> <p>Public Liability Insurance = £5,000,000</p> <p>Professional Indemnity Insurance = £N/A</p> <p>Product Liability Insurance = £1,000,000</p> <p>Please note the insurance cover values shall not be less than the amounts detailed above for each and every claim.</p> <p>* It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p> <p>See the Health and Safety Executive website for more information:  <a href="http://www.hse.gov.uk/pubns/hse39.pdf">http://www.hse.gov.uk/pubns/hse39.pdf</a></p>	<div> <input type="checkbox"/> Yes  <input type="checkbox"/> No </div> <div> <input type="checkbox"/> Yes  <input type="checkbox"/> No </div> <div> <input type="checkbox"/> Yes  <input type="checkbox"/> No </div> <div> <input type="checkbox"/> Yes  <input type="checkbox"/> No </div>
7.2	<b>Data protection</b>	
7.2(a)	Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects.	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.2(b)	<p>Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:</p> <ul style="list-style-type: none"> <li>to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;</li> <li>to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data;</li> <li>to ensure that any consent-based processing meets standards of active, informed consent, and that such consents are recorded and auditable;</li> <li>to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place);</li> <li>to maintain records of personal data processing activities; and</li> </ul> <p>to regularly test, assess and evaluate the effectiveness of the above measures.</p>	

<p><b>7.3</b></p>	<p><b>Health and Safety</b></p> <p>Please describe the arrangements you have in place to manage health and safety effectively and control significant risks relevant to the requirement (including risks from the use of contractors, where relevant). <b>Please use no more than 500 words.</b></p> <p>Please provide all the relevant details of previous breaches of health and safety legislation in the last 5 years, applicable to the country in which you operate on comparable projects, for both:</p> <ul style="list-style-type: none"> <li>• your organisation</li> <li>• all your supply chain members involved in the production or supply of steel</li> </ul>
<p><b>7.5</b></p>	<p><b>Requirement under the Public Contracts Regulations 2015 (Regulation 113)</b></p> <p>Please confirm that for public sector contracts awarded under the Public Contract Regulations 2015 you have systems in place to include (as a minimum) 30-day payment terms in all of your supply chain contracts and require that such terms are passed down through your supply chain</p>
<p><b>7.6</b></p>	<p><b>Public and Private Sector Contracts</b></p> <p>(a) Please provide the percentage of invoices paid by you to those in your immediate supply chain on all contracts for each of the two previous six month reporting periods. This should include the percentage of invoices paid within each of the following categories:</p> <ol style="list-style-type: none"> <li>1. within 30 days</li> <li>2. in 31 to 60 days</li> <li>3. in 61 days or more</li> <li>4. due but not paid by the last date for payment under agreed contractual terms.</li> </ol> <p>It is acceptable to cross refer to information that has previously been submitted to Government or other bodies or is publicly available (provided it covers the required reporting periods), including data published in accordance with the Reporting on Payment Practices and Performance Regulations 2017. If you do wish to cross refer, please provide details and/or insert link(s).</p> <p>(b) If you are unable to demonstrate that all invoices have been paid within the agreed contractual terms, please explain why.</p> <p>(c) If you are unable to demonstrate that ≥95% of invoices payable to your supply chain on all contracts have been paid within 60 days of the receipt of the invoice in at least one of the last two six months reporting periods please provide an action plan for improvement which includes (as a minimum) the following:</p> <ul style="list-style-type: none"> <li>• Identification of the primary causes of failure to pay: <ul style="list-style-type: none"> <li>○ 95% of all supply chain invoices within 60 days; and</li> <li>○ if relevant under question 6.4(b), all invoices within agreed terms.</li> </ul> </li> <li>• Actions to address each of these causes.</li> <li>• A mechanism for and commitment to regular reporting on progress to the bidder's audit committee (or equivalent).</li> <li>• A plan signed off by your director</li> <li>• Plan published on its website (this can be a shorter, summary plan).</li> </ul>

	<p>If you have an existing action plan prepared for a different purpose, it is acceptable to attach this but it should contain the above features</p> <p><b>Note: if you are required to submit an action plan under question 6.4(c), this action plan must also set out steps to address your payment within agreed terms, in order to achieve a pass for question 7.4 (c).</b></p>	
7.10	<p><b>Tackling Modern Slavery in Supply Chains</b></p> <p>Where the supplier is a commercial organisation subject to Section 54 of the Modern Slavery Act 2015, contracting authorities should set appropriate selection criteria and methodology by which to assess compliance.</p> <p>As compliance with the Modern Slavery Act is only relevant to UK bidders, criteria can be broadened to relate to non-UK bidders by asking them to provide a link to published modern slavery statements in their own jurisdiction or where these are not required, to a relevant company document containing the same type/level of information.</p> <p>A pass/fail selection criterion may be set that either:</p> <ul style="list-style-type: none"> <li>the bidder must have complied with the requirements contained within Section 54 of the Modern Slavery Act 2015 and associated guidance including information relating to: <ul style="list-style-type: none"> <li>a. the organisation's structure, its business and its supply chains;</li> <li>b. its policies in relation to slavery and human trafficking;</li> <li>c. its due diligence processes in relation to slavery and human trafficking in its business and supply chains;</li> <li>d. the parts of its business and supply chains where there is a risk of slavery and human trafficking taking place, and the steps it has taken to assess and manage that risk;</li> <li>e. its effectiveness in ensuring that slavery and human trafficking is not taking place in its business or supply chains,</li> <li>f. measured against such performance indicators as it considers appropriate;</li> <li>g. the training and capacity building about slavery and human trafficking available to its staff; or</li> </ul> </li> <li>where the bidder is a non-UK supplier, the bidder must have provided a link to an equivalent statement or document which demonstrates information relating to a-f above.</li> </ul> <p>Alternatively, if neither of the above are met, but the bidder provides a satisfactory explanation and assurances that either requirement will be met before contract award, this will be sufficient to pass the selection criterion but will be verified prior to contract award.</p>	

## Section 8: Additional Information

The NMRN may request additional information from suppliers in relation to the tender.

8.1	Credit Rating	
Question no.	Question	Response
a.	A minimum <b>Experian</b> credit rating of <b>65</b> is required for this contract. Please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If <b>Yes</b> , please confirm that evidence will be provided upon request.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A



## 1. Response to Quality Evaluation Criteria

### 2.1 Technical/Quality Evaluation Criteria

Tenderers must use the template below for their response to quality evaluation criteria.

Images may be used- but all wording will count towards word limit.

Criterion 1	Please provide, detail and explain.... Demonstrate the proposed system and that it meets all of the specifications outlined Provide screen grabs, links to videos if required or similar examples of your product.
Response [1,500-word limit]	

Criterion 2	Please provide, detail and explain.... GDPR compliant
Response [1,000-word limit]	

Criterion 3	Please provide, detail and explain.... Demonstrable experience of delivering similar systems to budget and within the industry
Response [1,500-word limit]	

Criterion 4	Please provide, detail and explain.... Understanding of the Brief
Response [1,500-word limit]	

Criterion 5	Please provide, detail and explain.... Accessibility and ease of use of the proposed systems reporting requirements
Response [1000-word limit]	

## 2.2 Past Performance

<p>Please confirm whether or not your organisation, consortium members have:</p> <ul style="list-style-type: none"> <li>• Defaulted on the delivery of a contract within the last 3 years (goods and services) or 5 years (works)</li> <li>• Had a contract cancelled, or not renewed, for failure to perform within the last 3 years (goods and services) or 5 years (works)</li> </ul> <p>If any of the above applies, please provide an explanation of the action you have taken to prevent a re-occurrence</p> <p><b>Guidance</b> – <i>The buyer will use the information to determine whether you have a successful record of delivery.</i></p>	
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## 2. Response to Commercial Evaluation Criteria

### 3.1. Contractual Information

- 3.1.1 Please confirm whether you accept the terms and conditions of the Contract in their current form and without any amendments. See Annex C?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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A Yes response will score a Pass, and a No response will score a Fail

- 3.1.2 Full legal name, address and website of the Potential Provider in whose name the tender will be submitted (the Prime or Single Supplier):

Company Name	
Address from which the contract will be delivered	
Town/City	
Postcode	
Country	
Website	

- 3.1.3 Name, position, telephone number and email address of the main contact for this project:

Name	
Position	
Telephone Number	
Fax Number	
Email Address	

- 3.1.4 Current legal status of Potential Provider (e.g. partnership, private limited company, etc.)

	Please tick one box
Sole Trader	
Partnership	
Public Limited Company	
Private Limited Company	
Public Sector (including Registered Charities, NDPBs, Housing Associations)	
Other ( <i>please state</i> )	

- 3.1.5 Date and place of formation of the Potential Provider and, if applicable, registration under the Companies Act 2006<sup>8</sup>. Please provide copies of Certificates of Incorporation (where appropriate) and any changes of name, registered office and principal place of business.

Date of Formation	
Place of Formation	
Date of Registration	
Company Registration Number	
Certificates enclosed	
Registered VAT Number	
Registered Office	
Principal Place of business	

### 3.2. Pricing Information

- 3.2.1. Please provide your pricing proposal including the fee, payment dates, resource allocation team members throughout the project, costs per work item, timescales and invoicing periods. Please provide this as a separate attachment.

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

Company: \_\_\_\_\_

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

Note that **Pricing Proposals** should be completed in full and must be signed by a person properly authorised to do so on behalf of the bidding organisation

<sup>8</sup> Potential Providers established outside the United Kingdom may provide equivalent information. For a list of acceptable equivalent information, please refer to Regulation 23(7) of the Public Contracts Regulations 2006.

## Annex E

### Form of Tender

**To: National Museum of the Royal Navy (As NMRN Operations)**

**Dear Sir/Madam**

**TENDER FOR:**

I/We the undersigned, hereby Tender and offer to perform the Contract, details of which was set out in the ITT supplied to me/us for the purpose of Tendering for the Contract and agree to do so in accordance with the terms of the ITT.

I/We confirm that I/We will provide the Contract at the price provided in my/our Tender. I/We confirm that the price provided in my/our Tender will not be subject to any increase otherwise than as determined in accordance with the Contract.

I/We confirm that this Tender will remain valid and open for acceptance without variation for at least 90 days from the Closing Date for the receipt of Tenders.

I/We confirm that we agree the Contract and undertake that in the event of our Tender being accepted to execute the Contract (subject to any minor amendments which have been accepted by the NMRN) within four (4) weeks from the date on which I/we receive notification that our Tender is successful.

**I/We confirm that attached to this Tender are the following:**

- **Completed Supplier Questionnaire (Annex D, Section 1)**
- **Completed Response to Quality Evaluation Criteria (Annex D, Section 2)**
- **Completed Response to Commercial Evaluation Criteria (Annex D, Section 3)**
- **Completed Certificate of Non-Collusion (Annex F)**

I/We confirm that the information supplied to you and forming part of this Tender, including, for the avoidance of doubt, any information supplied to you as part of my/our initial expression of interest in Tendering, was true when made and remains true and accurate in all respects.

I/We understand that any false representations, including but not limited to, changes to forms, could result in this Tender being rejected or subsequent contract termination.

I/We confirm and undertake that if any information supplied becomes untrue or misleading that I/We will notify you immediately and will update such information as is required.

I/We confirm acceptance of the terms and conditions provided in Annex C without amendment and agree to be bound by such Contract should the NMRN elect to accept my/our Tender.

Signed	
Name	
Position in Organisation	
Duly authorised to sign tenders for and on behalf of [Name]	
Registered Address	
Nationality of Company	
Date	

## Annex F

### Certificate of Non-Collusion

TO: NMRN Operations

RE:

The essence of the public procurement process is that the NMRN shall receive bona fide competitive tenders from all Tenderers. We, the undersigned, hereby certify that this is a bona fide bid and (except as authorised in the Invitation to Tender) we have not, and insofar as we are aware neither has any of our (or any of our proposed sub-Tenderer's) officers, employees, servants or agents:

- (a) Entered into any agreement with any other person with the aim of preventing bids being made or as to the fixing or adjusting of the amount of any bid or the conditions on which any bid is made; or
- (b) Informed any other person, other than the person calling for this bid, of the amount or the approximate amount of the bid, except where the disclosure, in confidence, of the amount of the bid was necessary to obtain quotations necessary for the preparation of the bid for insurance, for performance bonds and/or contract guarantee bonds or for professional advice required for the preparation of the bid; or
- (c) Caused or induced any person to enter into such an agreement as is mentioned in paragraph (a) above or to inform us of the amount or the approximate amount of any rival bid for the Contract; or
- (d) Committed an offence under any applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; or
- (e) Offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Bid or proposed Bid for the works any act or omission; or
- (f) Canvassed any other persons referred to in paragraph (a) above in connection with the Contract; or
- (g) Contacted any officer of NMRN or their agents about any aspect of the contract including (but without limitation) for the purposes of discussing the possible transfer to the employment of the Tenderer of such officer or agent for the purposes of the Framework Contract or for soliciting information in connection with the Contract.

We also undertake that we shall not procure the doing of any of the acts mentioned in paragraphs 1 to 7 above before the hour or date specified for the return of the bid nor (in the event of the bid being accepted) shall we do so while the resulting contract(s) continue in force between us (or our successors in title) and NMRN.

In this certificate, the word 'person' includes any person, body or association, corporate or incorporate and 'agreement' includes any arrangement whether formal or informal and whether legally binding or not

Signed	
Name	
Position in Organisation	
For and behalf of	
Date	