**INVITATION TO TENDER**

**(OPEN PROCEDURE)**

**FOR**

**Installation of Passenger Lifts for**

**the Re-Imagining of Boathouse 6 Project**

Reference: 232843

The National Museum of the Royal Navy

HMS Naval Base (PP66)

Portsmouth

PO1 3NH

**Version 2024.01**

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. Definitions

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

* + 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;
		2. “Conditions of Tendering” means the conditions set out in this ITT that govern the competition;
		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;
		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;
		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;
		6. “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;
		7. “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;
		8. The “NMRN” shall mean the National Museum of the Royal Navy as “NMRN Operations”;
		9. “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;
		10. The “Statement of Requirement” means that part of the Contract which details the technical requirements and acceptance criteria of the Supplier Deliverables;
		11. 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;
		12. 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;
		13. A “Tender” is the offer that you are making to the National Museum of the Royal Navy;
		14. “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;
		15. 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. Purpose
		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.
		2. This documentation explains and sets out the:
1. timetable for the next stages of the procurement;
2. instructions, conditions and processes that governs this competition;
3. information you must include in your Tender and the required format;
4. arrangements for the receipt and evaluation of Tenders;
5. criteria and methodology for the evaluation of Tenders; and
6. Contract Terms & Conditions.
	* 1. 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.
		2. This requirement was advertised by the NMRN in My Tenders & Contracts Finder Gov.UK dated 27th September 2024 under the following reference 232843.
		3. This ITT is subject to the Public Contract Regulations.

1.2.5 This ITT has been advertised on the ‘MyTenders’ & Contracts Finder Gov.UK websites under the Open procedure.

* 1. ITT Documentation and Material
		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:
1. 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;
2. 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;
3. seek written approval from the NMRN if you need to provide access to any ITT Documentation or ITT Material to any Third Party;
4. 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 ;
5. 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;
6. inform the named NMRN point of contact if you decide not to submit a Tender;
7. 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. 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. Tender Expenses
		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 .
	2. Material Change of Control
		1. You must inform the National Museum of the Royal Navy in writing as soon as you become aware of:
8. 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;
9. 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
10. any material changes to your financial health or that of a party to the Sub-Contracting Arrangement; and
11. any material changes to the makeup of the Sub-Contracting Arrangement, including:
	1. the form of legal arrangement by which the Sub- Contracting Arrangement will be structured;
	2. the identity of Sub-Contracting Arrangement;
	3. the intended division or allocation of work or responsibilities within or between the Sub-Contracting Arrangement; and
	4. any change of control of any Sub-Contracting Arrangement.
		1. 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.
		2. The outcome of this further assessment may affect your suitability to proceed with the procurement.
		3. 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.
		4. 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:
12. 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 soon as is reasonable practical and in any event no later than [5] business days following request from the NMRN; or
13. 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 unless stated otherwise (such as use of Model Form Contracts) are included as Annex C to this document.

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 | Wednesday 3rd October  |
| **2** | Final date for Clarification Questions/Requests for additional information | Midday (1200)Monday 21st October 2024 |
| **3** | Site Visit for Tenders *See Section 5.4 for further details* | Week Commencing 14th October 2024 |
| **4** | Deadline for return of tenders | Midday (1200)Friday 1st November |
| **Post Submission** |
| **5** | Desktop Evaluation of tenders | Week Commencing 4th November 2024 |
| **6** | Award notice issues | Week Commencing 4th or 11th November 2024 |
| **7** | Commencement of contract | Earliest Commencement 14th November |

**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: Friday 1st November 2024

Time: 1200 Midday

Responses should be submitted in an electronic format addressed to: 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 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 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:

1. where the Tenderer is an individual, by the individual.
2. where the Tenderer is a partnership, by two (2) authorised partners.
3. 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 tenders@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

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 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:

1. makes an arrangement with any other person to refrain from tendering or sets or adjusts the amount of his / her tender, or
2. 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
3. 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 Calibri/Arial font size 11.

3.1.2 Prices must be in **£GBP** ex VAT. Prices must be **Fixed Price with indexation**. A price breakdown **must be** included in the Tender.

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 to tenders@nmrn.org.uk by Midday (1200) **Friday 1st November 2024** 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 **232843**

3.3.2 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. Tenderers will be provided with instructions via the NMRN Tenders Inbox 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 NMRN Tenders Inbox 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.

3.3.3 You must not upload any ITAR or Export Controlled information as part of your Tender or ITT documentation to tenders@nmrn.org.uk .You must contact 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.

3.3.4 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 tenders@nmrn.org.uk after the Closing Date.

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**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.

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

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

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

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** |
| **6** | **Technical and Professional Ability** | **Pass / Fail** |
| **7.1** | **Insurance**  | **Pass / Fail** |
| **7.2** | **Data protection** | **Pass / Fail** |
| **7.3** | **Health and Safety** | **Pass / Fail** |
| **7.4** | **Payment in Contracts Above £5m per annum (Central Government Contracts)** | **Pass / Fail** |
| **7.5** | **Requirement under the Public Contracts Regulations 2015 (Regulation 113)**  | **Pass / Fail** |
| **7.6** | **Public and Private Sector Contracts** | **Pass / Fail** |
| **7.10** | **Tackling Modern Slavery in Supply Chains** | **Pass / Fail** |
| **8.1** | **Credit Rating** | **Pass / Fail** |

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** | **[70]%** | Each criterion will be marked using the scale 0-10 and the specified weighting applied. The formula to calculate the weighted score will be:*(marks awarded) x weighting**marks available*For example, if the weighting is 20% and the maximum mark is 5, and the mark received is 3, the weighted score would be:*( 3 / 5 ) x 20 = 12*NB**:** For the purposes of this calculation, weighting is expressed as a number not a percentage. |
| **Commercial** | **[30]%** | Price submitted by Tenderer in Annex D, Section 3 (pricing schedule), where lowest cost Tenderer shall receive 30% and all other scores shall be allocated according to their difference from the lowest price, using the formula:*30% x (lowest price of all Tenderers)**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 | **Excellent** –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. The response therefore shows:• Very good understanding of the requirement• Considerable competence demonstrated through relevant experience• Considerable insight into the relevant issuesThe response is also likely to propose additional value in several respects above that expected |
| 7 | **Good** -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. The response therefore shows:• Good understanding of the requirements• Sufficient competence demonstrated through relevant experience• Some insight demonstrated into the relevant issues |
| 5 | **Adequate** - 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.The response therefore shows:• Basic understanding of the requirements• Sufficient competence demonstrated through relevant experience• Some areas of concern that require attention |
| 3 | **Poor** – 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.There are reservations because of one or all of the following:• There is at least one significant issue needing considerable attention• There is insufficient evidence to demonstrate competence or understanding• The response is light and unconvincing |
| 0 | **Unacceptable** - The response is non-compliant with the requirements of the ITT and/or no response has been provided. The response is significantly below what would be expected because of one or all of the following:• The response indicates a significant lack of understanding• The response fails to meet the requirement |

5.4 Site Visits, Tenderer Interviews and Clarification Questions

5.4.1 Site Visits. The NMRN may require Tenderer’s to visit the site of work during the tender process in order to further understand the requirements of the NMRN Tender. Site Visits may be booked via jason.webb@nmrn.org.uk and should give at least two working days to make arrangements. If site visits are required, these will take place on the following days;

* *Monday 14th October 2024*
* *Tuesday 15th October 2024*

*If required a third site visit day may be possible on;*

* *Thursday 17th October 2024*

5.4.3 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. **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 Installation of Passenger Lifts for the Re-Imagining of Boathouse 6 Project

## Requirements

Details of the requirements are included in Annex A of this tender document and associated documents. 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.

## 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](http://www.iosh.co.uk/).[iosh.co.uk/].](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.

## Post Tender Requirements

* + 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.
		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.
		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.
		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.
		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.

## 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.
1. **CONDITIONS OF TENDER**

## Terms and Conditions

* + 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. 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.

## The Most Economically Advantageous Tender

* + 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. Tenderers should note the NMRN’s award criteria and scoring methodology as set out in Section 5.

## Dissemination of Information to other Tenderers

* + 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. 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.
		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.
		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.
		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.

## Accuracy of Information

* + 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. 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.
		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.
		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.
		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.
		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).

## 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.

## Tender Response Submission

* + 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. Any goods and/or services offered should be on the basis of and strictly in accordance with the ITT (including, without limitation, any specification of the NMRN’s requirements, these Tender Conditions and the Contract) and all other documents and any clarifications or updates issued by the NMRN as part of this Procurement Process.
		3. 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.

## Rejection of Tender Responses

* + 1. A tender response or any other document requested by the NMRN may be rejected which:
			1. contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format of the tender documentation provided;
			2. contains handwritten amendments which have not been initialled by the authorised signatory;
			3. does not reflect and confirm full and unconditional compliance with all of the documents issued by the NMRN forming part of the ITT;
			4. 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;
			5. is not submitted in a manner consistent with the provisions set out in this ITT;
			6. contains information which is inconsistent with answers already given in the pre- qualification questionnaire completed as part of this Procurement Process or;
			7. is received after the Tender Response Deadline.
		2. The NMRN reserves the right at its sole discretion to disqualify any Tenderer whose circumstances change and if:
			1. it fails to notify the NMRN of such change in accordance with this Tender Pack; or
			2. 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
			3. the change would in the opinion of the NMRN lead to a breach of its obligation to conduct a fair and lawful procurement process.

## Disqualification of Tender Responses

* + 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:
			1. a response is submitted late, is completed incorrectly, is materially incomplete, is submitted in any other format other than via the NMRN Tenders Inbox or fails to meet the submission requirements of the NMRN which have been notified to Tenderers;
			2. the Tenderer and/or the member of the Tenderer Team is unable to satisfy the terms of Article57 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;
			3. 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;
			4. the Tenderer and/or the members of the Tenderer Team contravene any of the terms and conditions of this Tender Pack;
			5. 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
			6. the Tenderer introduces a material change in any commitment or statement contained in any previous submission at any previous stage in the procurement process;
			7. to inappropriately influence this Procurement Process;
			8. to fix or set the price for goods or services;
			9. 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
			10. 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.

## 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.

## Non-Collusion

* + 1. Any Tenderer or Consortium Party who, in connection with this procurement process and without obtaining the prior written content of the NMRN:
			1. 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);
			2. 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;
			3. 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;
			4. 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
			5. 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).

## Bidding Costs

* + 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. 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.
		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.

## 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.

## Publicity

* + 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. 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.
		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.

## Conflicts of Interest

* + 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. 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.

## 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.

## 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.

1. **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.

1. **Confidentiality**
	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.
	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.
	3. This ITT and its accompanying documents shall remain the property of the NMRN and must be returned on demand.
	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.
	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.
	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.
	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.
	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.
	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

National Museum of the Royal Navy (NMRN) Vision

By the Summer of 2026 NMRN are to introduce two new attractions into Boathouse No.6, Portsmouth Historic Dockyard (PHD) to deepen and broaden the offer to its audiences. The two attractions will be:

**The Royal Marines Experience Museum (RMEM**)

* In October 2022 His Majesty The King was announced as Captain General Royal Marines on the 358th anniversary of the Corps. Since the closure of the Royal Marines Museum at Eastney, there is no formal museum to tell the history of the Royal Marines from its origins in 1664.The Royal Marines Experience Museum (RMEM) will be on the ground floor of Boathouse No.6.
* The RMEM is to be a world class immersive, experiential museum, including physical, interactive and virtual exhibits, that places the Royal Marines story within the history of this Nation, and Royal Navy, in a way that is inspirational, accessible, and meaningful to the public. RMEM will illustrate how the achievements of the past inform the Royal Marines of today and the future Commando force of tomorrow. It will be inclusive by design so those wounded in the line of duty can access their history.

**A Dedicated, Flexible-use Exhibition Space**.

* The gallery space on the first floor will host major temporary exhibitions by NMRN, Dockyard partners, national and international maritime museums, and other National Museums who wish to extend their reach. These exhibitions will be deliberately chosen to broaden the appeal of Portsmouth Historic Dockyard (PHD), moving away from “bombs and bullets” and towards contemporary topics that resonate with a broader audience and where the story of the Royal Navy (RN) is less known.

The capital project budget is £13.9m and NMRN have secured commitments totalling almost 50% (circa £6.06m) of the project budget and now wish to secure a further £4.9m of funding from National Lottery Heritage Funds. The remaining funding will be sourced through the anticipated Development Stage or underwritten. NMRN have made available up to £480k from its Reserves, to facilitate progress to RIBA Stage 4 in parallel with securing NLHF Delivery Phase funding for RIBA Stage 3 so that it can meet its target opening date of summer 2026.

Boathouse 6

Scheduled Ancient Monument *(Historic England List Entry Number: 1254428)* Grade II\* Listed Building. College Road, His Majesty’s Naval Base, Portsmouth PO1 3NH and is within the Portsmouth Historic Dockyard (PHD).

Boathouse No. 6 and the slipway at the front was constructed in 1845 and is one of the first examples of a building constructed with a cast-iron internal frame of revolutionary design, which incorporates long-span cast-iron beams with wrought-iron ties. The building was designed by a Royal Engineer Captain RS Beatson RE so that heavy boats could be lifted and stored at the upper levels. Boats could be lifted internally through to the upper floors. Lloyd (1974) observes that "This is one of the earliest buildings where load-bearing iron-framed construction is used on such a massive scale, and with such sophistication". The eastern end of the building was badly damaged at first and second floor level during World War 2.

During the period 1998 – 2001 Portsmouth Naval Base Property Trust (now Portsmouth Historic Quarter) repaired the building, replacing the roof and building fabric lost in the World War bombing. They also constructed a new external stair tower and inserted a 275-seat auditorium. The current Action Stations interactive exhibition, was opened in 1999 and is very dated and access to the auditorium which is used by No.6 Cinema as a public art house cinema throughout the year, is difficult and not served by a lift. The refurbishment and conversion won a Civic Trust Award in 2003

Boathouse 6 Side View:



**Please see Tender Documents in Annex B for full list of Floor Plans for all floors.**

Scope of Requirement- Summary

The NMRN are seeking the provision of new lifts on a design and build contract basis. The lift design and build contractor will be procured early in the RIBA 4 stage to allow the lift contractor to work with the design team and secure manufacturing windows to align with the base build programme and the requirements of the building and any requirements from its historic status.

* Prior to any lift refurbishment or modernisation an audit should be carried out in accordance with BS EN 81-80b and/or equivalent in order to assess the existing level of safety and determine what changes are necessary to bring to the level expected today. The results of this audit are expected to give a clear indication of which items are of most concern. A list of priorities should be established and a dated programme of work agreed.
* All modernisations should conform to BS 5655-11 for traction lifts or BS5655-12 for hydraulic lifts and/or equivalent as amended.
* Where existing lifts do not conform to the requirements of the Disabilities Discrimination Act or Approved Document M of the Building Regulations, they should be upgraded (at the decision of the Approved Organisation).

**Initial Scope of Requirement and Proposed Locations of Lift Shafts**

The lifts provided within Boathouse 6 must meet all current legal requirements for accessibility access, as this will open up for the first-time direct lift access from the Ground Floor to the Auditorium. The lifts are to comply with the Performance Specification which includes the following lifts:

Main Requirements

**Lift 1- New Dual-Purpose Passenger/Goods Lift**

* A new Dual-Purpose Passenger/Goods lift, with one long side of its car glazed, and installed in a steel-framed shaft, will be installed at the front of the building. This will be a large lift which will pass through the existing NW boat void, to create direct and legible visitor access to the first floor Exhibition Gallery and Laser Quest arena.
* This lift will also be used for the transportation of materials and museum objects into and out of the first floor Exhibition Gallery to facilitate setting up and taking down of exhibitions

**Lift 2- Part M Compliant Lift (SE Corner):**

* A new 8-person Part M-compliant lift with a through car with glazed doors, and installed in a steel frame, will be fitted in between the historic structure in the SE corner of the building, and this will link all levels apart from the second-floor office accommodation. This lift will have a secondary function as a fall-back evacuation lift.

**Lift 3- Part M Compliant Lift (NW Corner):**

* A further Part M-compliant lift will be fitted within the historic structure in the NW corner. This lift will be the primary means for emergency evacuation for wheelchair users and disabled visitors who need step-free access to and from upper levels

The lift design and installation shall take into account the Pre-Construction Information supplied with this ITT

See document **676-DJA-SP-A-30010-Lift Performance Specification\_P01** for the full performance specification for this tender.

The appointed lift installer will work with the rest of the project team to help design and incorporate the lift shaft, pit and overrun and cab/car into the building and exhibition space. As well as for day to day operations and also maintenance without impacting the historic fabric of the building other than the lift pit if required. Installations shall be subject to listed building consent which the supplier will be required to provide information for submission of the appropriate consent applications.

There is to be a break clause for RIBA Stages as this is linked to funding with NHLF, therefore the NMRN reserves the right to exercise the break clause in the event of funding not being granted.

Pre-Construction Services Agreement

**Introduction**

This schedule should be read in conjunction with the Pre-Construction Services Agreement entered into between the Contractor and Employer. In the event of any discrepancy between the services outlined within this document and the Pre-Construction Services Agreement executed, the Pre-Construction Services Agreement takes precedence.

* The Contractor shall undertake and provide the Pre-Construction Services identified below:

**2. Project and Design Management Services**

**2.1 Design Management**

**2.1.1** Perform the role of Lift Design Manager.

**2.1.2** Re-confirm designer responsibilities, reconfirm detailed design deliverables and agree the same with the design team, reconfirm the design programme to meet the requirements of the procurement and construction programme and agree same with the design team.

**2.1.3** Manage the design process, seeing that the design process, seeing that the design is progressed in accordance with the agreed programme and that the design is properly co-ordinated to the lead designer’s requirements. See that designs are progressed to programme where necessary and integrated and co-ordinated with the overall design.

**2.2 Construction Advice**

**2.2.1** Advise on the practical implications (“buildability”) of proposed drawings and specifications.

**2.2.2** Advise on the relative suitability of alternative materials and components.

**2.2.3** Formulate and agree construction methods with the Project Consultants and advise on time and cost implications of alternative solutions; initiate the requirements for temporary works and the programme for approvals and execution of them.

**2.2.4** Advise on the provision and layout of site facilities and services to be provided or secured by the Contractor.

**2.2.5** Advise on the potential impact of the Works upon neighbouring occupiers and users of nearby highways and planning the execution of the Works in such a way as to minimise disruption and prevent nuisance.

**2.2.8** The Contractor shall provide to the Employer and continuously update an access and logistic strategy showing personnel and vehicular access to the Property, location of cranage and particulars of over sailing.

**2.3 Programme**

**2.3.1** Develop the pre-construction programme into a co-ordinated design, procurement and construction programme for acceptance by the Employer and the Project Consultants, to include the activities of the Project Consultants, the Contractor and sub-contractors and to be in sufficient detail to control the Pre-Construction Period activities and to indicate the proposed dates of possession and completion.

**2.3.2** Prepare and agree with the Project Consultants a detailed tender event schedule with details of dates for the production of drawings, specifications, pricing schedules and all other relevant information including dates for preparation and despatch of tender documents, the tender period, a period for evaluation of tenders and target dates for the placement of each sub-contract order.

**2.3.3** Advise on the availability of alternative materials and components. Preparing material and component flows. Identifying those materials and components which require advance ordering and processing and providing and monitoring a programme for advance ordering and processing.

2.3.4 Manage the timeous preparation of scheme design, detailed design and production information, to ensure that the design, procurement and construction programme is maintained.

**2.4 Progress Reporting**

**2.4.1** Present a formal report to summarise the Contractor’s progress and activities undertaken to the Employer and Project Manager on a fortnightly basis. Formal Report to include the following:

a) Activities in the period

b) Planned activities in the next period

c) Schedule of Information and Decisions required with dates and action owners

d) Tender Event Schedule with update on progress against agreed baseline

e) Updated Risk Register

f) Cost Report identifying current projection of package costs against the agreed baseline

g) Updated Pre-Construction Programme identifying progress against agreed baseline

h) Construction Phase Programme update

i) Progress on obtaining Third Party Agreements and with Statutory Undertakers

**2.5 Risk Management**

**2.5.1** Generate a Project Risk Register identifying all project risks which may impact on the Contractors Programme, Construction Methodology, Procurement Methodology, Projected Sub-Contract Package costs, Employer’s Requirement or any other commercial and contractual risks which may impact the delivery of the project.

**2.5.2** Agree with the Employer and the Employer’s Consultant Team action owners for each risk, mitigation strategies and risk ownership.

**2.5.3** Hold monthly risk review workshops to maintain and update the risk register during the Pre-Construction Services Period.

**3. Commercial Management Services**

**3.1 General Commercial Management Services**

**3.1.1** Collaborate with the Project Consultants providing costing advice and regularly updating the agreed Target Cost Plan, including obtaining the budget costs of equipment and materials and advising on current pricing levels, defining package budgets and confirming adequacy.

**3.1.2** Agree all of the terms of any project insurance with the Employer and his advisers.

**3.2 Pre-Tender Activities & Services**

**3.2.1 Target Cost Plan**

**3.2.1.1** Within three weeks of the commencement of the Pre-Construction Services, the Contractor, the Employers Agent and the Cost Consultant are to agree on the Target Cost Plan for the sub-contract packages to be procured in the second stage.

**3.2.1.2** Once agreed the Contractor is to split the Target Cost Plan into the packages identified within their Tender Event Schedule to identify the budget for each sub-contractor package.

This Target Cost Plan is to be used as the baseline for the monitoring of project costs during the pre-construction services period.

**3.2.2 Pre-Tender Estimates – Not required**

**3.2.3 Package Procurement**

**3.2.3.1** Maintain and update a Tender Event Schedule as identified within the Tender Deliverables outlining each sub-contract package as defined within the agreed Target Cost Plan with the key dates requested within the Tender Deliverable scheduled to ensure the procurement of the identified sub-contract package in an efficient and expeditious manner prior to the completion date of the Pre-Construction Services Agreement.

**3.2.3.2** Prepare in conjunction with the Project Consultants lists of proposed sub-contractors for each package, obtain confirmation of their interest and capacity for the project, undertake assessments of their technical capability and financial standing to propose a shortlist of contractors to the Employers Agent for approval not less than five working days prior to the tender issue date.

**3.2.3.3** Tenders are to be obtained from a minimum of three sub-contractors / suppliers unless agreed in writing by the Employer in advance. If the Contractor proposes to obtain tenders from less than three, the Contractor shall provide the Employer with all necessary information required to enable the Employer to decide whether it agrees with the proposal. Such information will be provided to the Employer no less than five working days before the tender issue date to prevent delay to the procurement programme.

**3.2.3.4** Develop and agree with the Employer’s Agent and Cost Consultant the form and content of the sub-contract Tender Documents which are to include but not be limited to the following:

▪ Instruction to Tenders, General Site Preliminaries and Package Specific Preliminaries

▪ Form of Sub-Contract

▪ Detailed specific statement of the content of each package, its inter-relationship with other packages and the responsibilities at interfaces between packages.

▪ Preliminaries Demarcation Schedule.

▪ Contract Sum Analysis / Pricing Schedule.

▪ Requirements for bonds, warranties and/or guarantees for each package.

**3.2.3.5** With reference to 3.2.3.4 the templates for the sub-contract tender packages are to be agreed within the first two weeks of the Pre-Construction Services period and prior to the issue of the first sub-contract tender package. Final Tender Documents as identified in 3.2.3.4 for each package are to be submitted to the Employer’s Agent and Cost Consultant five working days before tender issue.

**3.2.3.6** Tender Documents issued are to be fully compatible with the Contractor’s Contract Documents and are not to be any more or less onerous.

**3.2.3.7** With reference to the Design Responsibility Matrix and scope of appointments provided with the First Stage Tender produce a comprehensive schedule of drawings, specifications and other design information required for each sub-contract tender package to enable robust tender documents to be prepared. Issue and agree the scope of tender design information with the Employer’s Agent and the Project Consultants.

**3.2.3.8** Receive drawings and specifications prepared by the Project Consultants; checking and taking responsibility for the completeness and adequacy for the purpose of seeking subcontractor tenders which are capable of being priced with sufficient detail.

**3.2.3.9** Prepare all other tender documents in parallel with the work of the Project Consultants and arranging the printing and collation of the tender documents including delivery, collection and issue. The Contractor shall ensure that consistent package information is issued to all tenderers in order to ensure fairness and equality.

**3.3 Tender Period Activities & Services**

**3.3.1** Contractor is to include the Employer’s Agent and Cost Consultant in all tender period correspondence issued to the sub-contractors.

**3.3.2** Contractor is to administer all Tender meetings and provide detailed minutes of each Tender meeting to the Employer and their representatives.

**3.3.3** If at any time any sub-contract tenderer indicates its intention not to return a bona fide tender, then, unless the Employer directs otherwise, an additional tenderer shall be invited to do so in order to ensure the required number of valid tenders is returned for each subcontract package.

**3.3.4** Tenders for each sub-contract package are to be returned to the Contractor by the relevant pre-agreed date.

**3.4 Post Tender Activities & Services**

**3.4.2** The Contractor shall interview as many tenderers as may be appropriate to resolve any queries identified in the analysis of their tenders and shall explore any economies that can be found.

**3.4.3** By exception, an allowance for inclusion of provisional sums within the sub-contract price may be agreed between the Contractor and the Employer on a package by package basis for any scope gaps/risk items that cannot be reasonably resolved through post tender negotiations / clarifications.

**3.4.4** The Contractor shall produce a tender report / analysis for each package for the Employer in which the Contractor sets out the results of all tenders and tender negotiations in such detail and with such further related information as the Employer may require, together with the Contractors recommendation. The tender report and sub-contract authorisation are to be based on a template to be agreed between the Employer and the Contractor.

**3.4.5** The Employer’s Agent and Cost Consultant shall review and comment or recommend it inclusion in the Contract Sum Analysis.

**3.4.7** Following completion of all package tenders, the Contractor shall prepare a compliant tender, including a construction programme, summary method statement and detailed Contract Sum Analysis should be prepared with agreed package values, inclusion of main contract preliminaries and agreed percentage for Overhead & Profit.

**3.4.8** The Contract Sum Analysis, design information and Contractor’s Proposals should be issued to the Employer’s Agent and Cost Consultant for review and agreement with the Employer. The Contractor’s Proposals should explicitly identify any non-compliances with the tender documentation. The proposals shall not include any provisional sums or allowances.

**3.5.1** The Employer will pay a contribution to the Contractor’s costs (hereinafter referred to as ‘the PCSA Fee’) in respect of the Pre-Construction Services in the total, inclusive amount of Twenty Thousand Pounds and Zero Pence (£20,000). The conditions precedent to the Employer’s payment of the PCSA Fee are:

**3.5.1.1** Delivery in full of all the Pre-Construction Services by the Contractor.

**3.5.1.2** Submission by the Contractor of a valid, bona fide and compliant tender in accordance with the tender enquiry and Employer’s Requirements for each project.

**3.5.1.3** Submission by the Contractor of a bona fide, compliant and unqualified form of tender in accordance with the tender enquiry and Employer’s Requirements for each project, with a detailed Contract Sum Analysis, confirming the Contract Sum which shall be equal to or less than the Target Cost Plan issued by the Contractor for each project.

**3.5.2** With reference to 3.5.1, payment by the Employer to the Contractor of the PCSA fee will be due within sixty (60) days of the conclusion of the Pre-Construction Services.

**3.5.3** The Employer may instruct the Contractor under the Pre-Construction Services Agreement to provide a mock-up of the proposed samples to illustrate their Contractor’s Proposals. The cost of the provision of the mock-up should be included by the Contractor in the Target Cost Plan and tender return for each project.

Annex B

Tender Evaluation Criteria

|  |  |
| --- | --- |
| **Criteria** | **Area Weighting** |
| **QUALITY****Overall Weighting: 70%** |
|  |
| **Criteria 1- Preconstruction Design Work Quality** | **15%** |
| **1.1** | * Provide details of 2 no. relevant case study previous projects – where you have worked with the professional team to develop the detailed coordinated design for the installation of traction lifts
 |
| **1.2** | * Provide details of how you will work with the main contractor as a directly appointed supplier.
 |
| **1.3** | * Provide 2 no. references with contact details
 |
| **1.4** | * Based on appointment on in Mid-November 2024 please provide a programme for the development of the detailed design and your methodology
 |
| **1.5** | * Provide CV’s of personnel to be employed during this detailed stage
 |
|  |
| **Criteria 2- Lift Product** * Please provide details of the following information relating to your proposed lift solution to the requirements of this tender;
 | **25%** |
| **2.1** | * Compliance with Technical Speciﬁcation requirements
 |
|  |
| **Criteria 3- Lift Installation*** Please provide details of the following information relating to your proposed lift solution to the requirements of this tender;
 | **15%** |
| **3.1** | * Sustainability and Environmental performance
 |
| **3.2** | * Details of any BREEAM credits
 |
| **3.3** | * Details of Connectivity features
 |
| **3.4** | * Details of Remote Monitoring features
 |
| **3.5** | * Confirm where the main components of the lift are to be manufactured (not marked but of interest).
 |
| **3.6** | * Confirm a typical manufacturing and installation programme for each of the lifts which is to include lead in times.
 |
| **3.7** | * Details of component delivery to site-
	+ Please detail this process, who is responsible for this (i.e. internal/3rd party)
 |
| **3.8** | * Quality Control pre-handover procedures including Witness Testing and Cause and Effect Demonstration
 |
|  |
| **Criteria 4- Post Installation*** Please provide details of the following information relating to your proposed lift solution to the requirements of this tender;
 | **15%** |
| **4.1** | * Provide example O&M manual
 |
|  | * Details of Aftercare and Maintenance Options including response times such as provision of emergency response system, including indicative costs.
 |
|  | * Details of Warranty and Maintenance and what is covered within quotation
 |
|  | * Typical availability of spares and parts
 |
|  | * Expected life span of the lifts assuming they are maintained in accordance with the manufacturer's recommendations.
 |
| **PRICE- Overall Weighting: 30%** |
| 4 | **Price*** Provide a lump sum fee for the Preconstruction Detailed Design and Stage 2 Tender - Allow for on average weekly 1hour meetings between DATE and DATE and in accordance with you design programme
* Price for detailed surveys
* Provide a target pricing for each lift that meet the performance specification. The target pricing is to be an accurate estimation based on the respective performance specification. Adjustments to these provisional sums will be by mutual agreement between the Employer and Supplier.
* Provide option prices for your various maintenance options and response agreements
 | 30% |
| **TOTAL** | **100%** |

***Please note tenders are assessed on evaluation responses alone, prior knowledge or prior working relationships are not taken in to consideration for the purposes of fairness.***

Annex C- Contract Information

* The contract will be awarded using a JCT Design & Build Contract with a PSCA.
* The contract will be completed by Ridge Partners LLP on behalf of the NMRN as appointed Project Managers for the Boathouse 6 Project. This contract will then be managed by NMRN Operations.

Tender Documents

The following documents are included in this tender pack;

|  |  |  |
| --- | --- | --- |
| **Number** | **Document Title** | **Requires Response** |
| **1** | ITT Open Procedure | Yes |
| **2** | 5026128 - Boat House 6 - Royal Marines Experience Museum (RMEM) - Pricing Document | Yes |
| **Tender Documents Below Are To Be Sent by Request by emailing** **tenders@nmrn.org.uk** |
|  | 5026128 - Employer's Requirements - BH6, Lift Package-2024-09-27 | No |
| **3** | 676-DJA-SP-A-30010-Lift Performance Specification\_P01 | No |
| **4** | 676-DJA-HS-A-20001-Pre-Construction Information\_Lifts\_P01 | No |
| **5** | Boathouse 6 Floor Plans prepared by Dannatt Johnson Architects1. 676-DJA-DR-A-11011-Proposed Ground Floor Plan\_C01 Lift Tender
2. 676-DJA-DR-A-11021-Proposed Mezzanine Floor Plan\_C01 Lift Tender
3. 676-DJA-DR-A-11031-Proposed First Floor Plan\_C01 Lift Tender
4. 676-DJA-DR-A-11041-Proposed Second Floor Plan\_C01 Lift Tender
 | No |
| **6** | 676-DJA-RP-A-00020-BH6 Stage 2 Report\_P02\_Lift Procurement | No |

Annex D

TENDER SUBMISSION DOCUMENT

Supplier Selection Questionnaire

**BH6 Lift Installation**

**232843**

**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 or phone 0345 010 350

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| **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 allquestions in part 3 as well.Bidders must ensure that every organisation on which they will rely to meet the selection criteriacompletes 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:1. public limited company
2. limited company
3. limited liability partnership
4. other partnership
5. sole trader
6. third sector
7. 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 theMember State where your organisation is established? | **[ ]** Yes**[ ]** No**[ ]** 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 andregistration 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, orb) be a member of a particular organisation, to provide the requirements specified in this procurement? | **[ ]** Yes**[ ]** No**[ ]** N/A |
| **1.1 (h) - (ii)** | 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 |       |
| **1.1 (i)** | Are you a Small, Medium or Micro Enterprise (SME[[1]](#footnote-1))? | **[ ]** Yes**[ ]** No |
| **1.1 (j)** | Details of Persons of Significant Control (PSC[[2]](#footnote-2)), where appropriate[[3]](#footnote-3): * Name;
* Date of birth;
* Nationality;
* Country, state or part of the UK where the PSC usually lives;
* Service address;
* The date he or she became a PSC in relation to the company (for existing companies 6 April 2016 should be used);
* Which conditions for being a PSC are met;
* Over 25% up to (and including) 50%,
* More than 50% and less than 75%,
* 75% or more.

(Please enter N/A if not applicable) |       |
| **1.1 (l)** | Details of immediate parent company:* Full name of the immediate parent company
* Registered office address (if applicable)
* Registration number (if applicable)
* Head office DUNS number (if applicable)
* Head office VAT number (if applicable)

(Please enter N/A if not applicable) |       |
| **1.1 (m)** | Details of ultimate parent company:* Full name of the ultimate parent company
* Registered office address (if applicable)
* Registration number (if applicable)
* Head office DUNS number (if applicable)
* Head office VAT number (if applicable)

(Please enter N/A if not applicable) |       |
| **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).** |

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| Please provide the following information about your approach to this procurement: |
| **Section 1** | **Bidding model** |
| **Question no.** | **Question** | **Response** |
| **1.2** | Please indicate if you are bidding as a single supplier or as part of a group or consortium?If you are bidding as a single supplier please go to Q 1.3.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:a) The name of the group/consortium.b) The proposed structure of the group/consortium, including the legal structure where applicable.c) The name of the lead member in the group/consortium.d) Your role in the group/consortium (e.g. lead member, consortium member, subcontractor).e) 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 |       |
| **1.3** | If you are proposing to use subcontractors please provide the details for each subcontractor[[4]](#footnote-4).* + Name
	+ Registration number
	+ Registered or head office address,
	+ Trading status

a. Public limited companyb. Private limited companyc. Limited liability partnershipd. Other partnershipe. Sole traderf. Third sectorg. Other (please specify yourtrading status)* Registered VAT number
* SME (Yes/No)
* The role each subcontractor will take in providing the works and /or supplies e.g. key deliverables - if known
* The approximate % of contractual obligations assigned to each subcontractor, if known
* 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?
 |       |

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| **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)** | Within the past five years, anywhere in the world, have you or any person who:* is a member of the supplier’s administrative, management or supervisory body or
* has powers of representation, decision or control in the supplier,
* been convicted of any of the offences within the summary below and listed in full on the webpage[[5]](#footnote-5)?
 |
|  | Participation in a criminal organisation.  | **[ ]** Yes**[ ]** No |
| Corruption.  | **[ ]** Yes**[ ]** No |
| Fraud. | **[ ]** Yes**[ ]** No |
| Terrorist offences or offences linked to terrorist activities | **[ ]** Yes**[ ]** No |
| Money laundering or terrorist financing | **[ ]** Yes**[ ]** No |
| Child labour and other forms of trafficking in human beings | **[ ]** Yes**[ ]** 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. | **[ ]** Yes**[ ]** 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. | **[ ]** Yes**[ ]** No |
| **2.1(b)** | If you have answered yes to any part of question 2.1(a), please provide further details, including:● date of conviction and the jurisdiction,● which of the grounds listed the conviction was for,● the reasons for conviction,● the identity of who has been convicted.If the relevant documentation is available electronically please provide:● the web address,● issuing authority,● precise reference of the documents. |       |
| **2.1(c)** | 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). |       |
| **Section 3** | **Mandatory and discretionary grounds relating to the payment of taxes and social security contributions** |
| 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 webpage[[6]](#footnote-6), and should be referred to before completing these questions. |
| **Question no.** | **Question** | **Response** |
| **3.1(a)** | 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:* the web address,
* issuing authority,
* precise reference of the documents
 | [ ]  Yes[ ]  No |
| **3.1(b)** | If you have answered no to 3.1(a) please provide further details including the following:* Country concerned,
* what is the amount concerned
* how the breach was established, i.e. through a judicial or administrative decision or by other means.
* if the breach has been established through a judicial or administrative decision please provide the date of the decision,
* if the breach has been established by other means please specify the means.
 |       |
| **3.1(c)** | 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. | [ ]  Yes[ ]  No |
| **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** |

|  |  |
| --- | --- |
| **Section 4** | **Grounds for discretionary exclusion**  |
| The detailed grounds for discretionary exclusion of an organisation are set out on this webpage[[7]](#footnote-7) and should be referred to before completing these questions. |
| **Question no.** | **Question** | **Response** |
| **4.1** | Within the past three years, anywhere in the world, have any of the situations summarised below and listed in full on the webpage applied to you? | [ ]  Yes[ ]  No |
| **4.1(a)** | Breach of environmental obligations?To note that environmental law obligations include Health and Safety obligations. See webpage. | [ ]  Yes[ ]  No |
| **4.1(b)** | Breach of social law obligations?  | [ ]  Yes[ ]  No |
| **4.1(c)** | Breach of labour law obligations? | [ ]  Yes[ ]  No |
| **4.1(d)** | Bankrupt or is the subject of insolvency? | [ ]  Yes[ ]  No |
| **4.1(e)** | Guilty of grave professional misconduct? | [ ]  Yes[ ]  No |
| **4.1(f)** | Distortion of competition? | [ ]  Yes[ ]  No |
| **4.1(g)** | Conflict of interest? | [ ]  Yes[ ]  No |
| **4.1(h)** | Been involved in the preparation of the procurement procedure? | [ ]  Yes[ ]  No |
| **4.1(i)** | Prior performance issues? | [ ]  Yes[ ]  No |
| **4.1(j)****4.1(j) - (i)** | Do any of the following statements apply to you ?You have been guilty of serious misrepresentation in supplying the information required for the verificationof the absence of grounds for exclusion or the fulfilment of the selection criteria. | [ ]  Yes[ ]  No |
| **4.1(j) - (ii)** | You have withheld such information. | [ ]  Yes[ ]  No |
| **4.1(j) –(iii)** | You are not able, without delay, to submit documents if/when required. | [ ]  Yes[ ]  No |
| **4.1(j)-(iv)** | You have undertaken to unduly influence the decision-making process of the contracting authority to obtain confidential information that may conferupon you undue advantages in the procurement procedure, or to negligently provide misleadinginformation that may have a material influence on decisions concerning exclusion, selection or award. | [ ]  Yes[ ]  No |
| **4.2** | 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 annualturnover of at least £36 million.If you are a relevant commercial organisation please -* confirm that you have published a statement as required by Section 54 of the Modern Slavery Act.
* confirm that the statement complies with the requirements of Section 54 and any guidance issued under Section 54.
 | [ ]  Yes[ ]  No[ ]  Yes[ ]  No |
| **4.3** | If your latest published statement is available electronically please provide:* the web address,
* precise reference of the documents
 |       |
| **4.4** | 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 yourreliability despite the existence of a relevant ground for exclusion. (Self cleaning) |       |

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| **Part 3: Selection Questions** |
| **Section 5** | **Economic and Financial Standing** |
| **Question no.** | **Question** | **Response** |
| **5.1**  | If documentary evidence of economic and financial standing is available electronically (e.g. financial statements filed with Companies House), please provide:* the web address
* issuing authority
* precise reference of the documents
 |       |
| **5.2** | 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 thelast two years (audited if required by law). |       |
| **5.3****5.3(a)****5.3(b)** | If you are not able to provide a response to questions 5.1 or 5.2, please provide any of the following alternatives.A statement of your annual turnover, Profit and Loss Account/Incomestatement, 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.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). |       |
| **5.4** | Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out. | [ ]  Yes[ ]  No |
| **Section 6** | **Technical and Professional Ability** |
| **Question no.** | **Question** | **Response** |
| **6.1** | **Relevant experience and contract examples**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 examples must be from the past three years. Where this procurement is for works, the examples may be from the past five years.The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.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).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.For each contract please provide the following informationIf you cannot provide examples see question 7.2 |
| **Contract 1** |
| 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 |       |
| **Contract 2** |
| 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 |       |
| **Contract 3** |
| 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 |       |
| **6.2** | 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. |
|       |
| **6.3** | 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). |
|       |

|  |  |
| --- | --- |
| **Section 7** | **Additional Questions including Project Specific Questions** |
| **Question no.** | **Question** | **Response** |
| **7.1** | **Insurance**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: |  |
| **Employer’s (Compulsory) Liability Insurance** = £10,000,000*Policy Expiry Date:**Policy Reference:* | [ ]  Yes[ ]  No |
| **Public Liability Insurance** = £10,000,000*Policy Expiry Date:**Policy Reference:* | [ ]  Yes[ ]  No |
| **Professional Indemnity Insurance** = £5,000,000*Policy Expiry Date:**Policy Reference:* | [ ]  Yes[ ]  No |
| **Product Liability Insurance** = £10,000,000*Policy Expiry Date:**Policy Reference:* | [ ]  Yes[ ]  No |
| Please note the insurance cover values shall not be less than the amounts detailed above for each and every claim.\* 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.See the Health and Safety Executive website for more information:<http://www.hse.gov.uk/pubns/hse39.pdf> |  |
| **7.2** | **Data protection**  |
| **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. | [ ]  Yes[ ]  No |
| **7.2(b)** | 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:* to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;
* to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data;
* to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable;
* to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place);
* to maintain records of personal data processing activities; and

to regularly test, assess and evaluate the effectiveness of the above measures. |
|       |
| **7.3** | **Health and Safety** 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). **Please use no more than 500 words.** |
|       |
| **7.4** | **Payment in Contracts Above £5m per annum (Central Government Contracts)**If you intend to use a supply chain for this contract, you must demonstrate you have effective systems in place to ensure a reliable supply chain. This question is focused on exploring your payment systems.If your response to (a) and (b) below is **NO** and you do not intend to use a supply chain for this contract, you are not required to complete the subsequent questions |
| **7.4(a)** | Please confirm if you intend to use a supply chain for this contract (i.e. services that are used wholly or substantially for the purpose of performing or contributing to the performance of the whole or part of the contract) | [ ]  Yes[ ]  NoIf “No” you do not need to complete the rest of this sectionNOT SCORED |
| **7.4(b)** | Please confirm that you have systems in place to pay those in your supply chain promptly and effectively, i.e. within your agreed contractual terms. | [ ]  Yes[ ]  NoPASS/FAIL |
| **7.4(c)** | Please confirm you have procedures for resolving disputed invoices with those in your supply chain promptly and effectively.This should include all situations where payments are due; not all payments involve an invoice[[8]](#footnote-8).You should explain this in the tender documents | [ ]  Yes[ ]  NoPASS/FAIL |
| **7.5** | **Requirement under the Public Contracts Regulations 2015 (Regulation 113)** 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 | [ ]  Yes[ ]  NoPASS/FAIL |
| **7.6** | **Public and Private Sector Contracts**(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:1. within 30 days
2. in 31 to 60 days
3. in 61 days or more
4. due but not paid by the last date for payment under agreed contractual terms.

It is acceptable to cross refer to information that has previously been submitted to Government or other bodies or is publicly available (providedit 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).(b) If you are unable to demonstrate that all invoices have been paid within the agreed contractual terms, please explain why.(c) If you are unable to demonstrate that ≥95% of invoices payable to yoursupply 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:* Identification of the primary causes of failure to pay:
	+ 95% of all supply chain invoices within 60 days; and
	+ if relevant under question 6.4(b), all invoices within agreed terms.
* Actions to address each of these causes.
* A mechanism for and commitment to regular reporting on progress to the bidder’s audit committee (or equivalent).
* A plan signed off by your director
* Plan published on its website (this can be a shorter, summary plan).

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**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).** |       |
| **7.10** | **Tackling Modern Slavery in Supply Chains**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.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.A pass/fail selection criterion may be set that either:* 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:
1. the organisation’s structure, its business and its supply chains;
2. its policies in relation to slavery and human trafficking;
3. its due diligence processes in relation to slavery and human trafficking in its business and supply chains;
4. 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;
5. its effectiveness in ensuring that slavery and human trafficking is not taking place in its business or supply chains,
6. measured against such performance indicators as it considers appropriate;
7. the training and capacity building about slavery and human trafficking available to its staff; or
* 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.

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. |
|       |

|  |
| --- |
| **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 **Experian** credit rating of **70** is required for this contract.Please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out. | [ ]  Yes[ ]  No |
| If **Yes**, please confirm that evidence will be provided upon request. | [ ]  Yes[ ]  N/A |

Tender Evaluation Criteria

|  |  |
| --- | --- |
| **Criteria** | **Area Weighting** |
| **QUALITY****Overall Weighting: 70%** |
| **Criteria 1- Preconstruction Design Work Quality** | **15%** |
| **1.1** | * Provide details of 2 no. relevant case study previous projects – where you have worked with the professional team to develop the detailed coordinated design for the installation of traction lifts
 |
| **1.2** | * Provide details of how you will work with the main contractor as a directly appointed supplier.
 |
| **1.3** | * Provide 2 no. references with contact details
 |
| **1.4** | * Based on appointment in Mid-November 2024 please provide a programme for the development of the detailed design and your methodology
 |
| **1.5** | * Provide CV’s of personnel to be employed during this detailed stage
 |
| **Criteria 2- Lift Product** * Please provide details of the following information relating to your proposed lift solution to the requirements of this tender;
 | **25%** |
| **2.1** | * Compliance with Technical Speciﬁcation requirements
 |
| **Criteria 3- Lift Installation*** Please provide details of the following information relating to your proposed lift solution to the requirements of this tender;
 | **15%** |
| **3.1** | * Sustainability and Environmental performance
 |
| **3.2** | * Details of any BREEAM credits
 |
| **3.3** | * Details of Connectivity features
 |
| **3.4** | * Details of Remote Monitoring features
 |
| **3.5** | * Confirm where the main components of the lift are to be manufactured (not marked but of interest).
 |
| **3.6** | * Confirm a typical manufacturing and installation programme for each of the lifts which is to include lead in times.
 |
| **3.7** | * Details of component delivery to site-
	+ Please detail this process, who is responsible for this (i.e. internal/3rd party)
 |
| **3.8** | * Quality Control pre-handover procedures including Witness Testing and Cause and Effect Demonstration
 |
| **Criteria 4- Post Installation*** Please provide details of the following information relating to your proposed lift solution to the requirements of this tender;
 | **15%** |
| **4.1** | * Provide example O&M manual
 |
| **4.2** | * Details of Aftercare and Maintenance Options including response times such as provision of emergency response system, including indicative costs.
 |
| **4.3** | * Details of Warranty and Maintenance and what is covered within quotation
 |
| **4.4** | * Typical availability of spares and parts
 |
| **4..5** | * Expected life span of the lifts assuming they are maintained in accordance with the manufacturer's recommendations.
 |

***Please note tenders are assessed on evaluation responses alone, prior knowledge or prior working relationships are not taken in to consideration for the purposes of fairness.***

Response to Quality Evaluation Criteria

Technical/Quality Evaluation Criteria

* Each Criterion Question Response is clearly indicated to ensure it is clear for evaluation by the NMRN panel.
* Welcome to change fonts, but please keep these to a minimum of size 10 for response text.
* That the word limit is strictly adhered to as stated below
* That no other part of the ITT is changed other than the Evaluation Criteria, as you’re welcome to separate this from the document.
* It must be clearly labelled for example- “Supplier Name Response to Quality Evaluation Criteria”.
* It can be submitted as a PDF document or Word Document.”

|  |  |
| --- | --- |
| **Criterion 1** | **Criteria 1- Preconstruction Design Work Quality (15%)*** Provide details of 2 no. relevant case study previous projects – where you have worked with the professional team to develop the detailed coordinated design for the installation of traction lifts
* Provide details of how you will work with the main contractor as a directly appointed supplier.
* Provide 2 no. references with contact details
* Based on appointment in please provide a programme for the development of the detailed design and your methodology
* Provide CV’s of personnel to be employed during this detailed stage
 |
| Response[1,500-word limit] |  |

|  |  |
| --- | --- |
| **Criterion 2** | **Criteria 2- Lift Product (25%)**Please provide details of the following information relating to your proposed lift solution to the requirements of this tender;* Compliance with Technical Speciﬁcation requirements
 |
| Response[2,500-word limit] |  |

|  |  |
| --- | --- |
| **Criterion 3** | **Criteria 3- Lift Installation (15%)****Please provide details of the following information relating to your proposed lift solution to the requirements of this tender;*** Sustainability and Environmental performance
* Details of any BREEAM credits
* Details of Connectivity features
* Details of Remote Monitoring features
* Confirm where the main components of the lift are to be manufactured (not marked but of interest).
* Confirm a typical manufacturing and installation programme for each of the lifts which is to include lead in times.
* Details of component delivery to site-
* Please detail this process, who is responsible for this (i.e. internal/3rd party)
* Quality Control pre-handover procedures including Witness Testing and Cause and Effect Demonstration
 |
| Response[2,000-word limit] |  |

|  |  |
| --- | --- |
| **Criterion 4** | **Criteria 4- Post Installation (15%)****Please provide details of the following information relating to your proposed lift solution to the requirements of this tender;*** Provide example O&M manual
* Details of Aftercare and Maintenance Options including response times such as provision of emergency response system, including indicative costs.
* Details of Warranty and Maintenance and what is covered within quotation
* Typical availability of spares and parts
* Expected life span of the lifts assuming they are maintained in accordance with the manufacturer's recommendations.
 |
| Response[2,000-word limit] |  |

Past Performance

|  |  |
| --- | --- |
| Please confirm whether or not your organisation, consortium members have:* Defaulted on the delivery of a contract within the last 3 years (goods and services) or 5 years (works)
* Had a contract cancelled, or not renewed, for failure to perform within the last 3 years (goods and services) or 5 years (works

If any of the above applies, please provide an explanation of the action you have taken to prevent a re-occurrence**Guidance** – *The buyer will use the information to determine whether you have a successful record of delivery.* |  |

Pricing Information

* Please provide your pricing proposal within the *5026128 - Boat House 6 - Royal Marines Experience Museum (RMEM) - Pricing Document* which requires to be completed to ensure compliance with this tender opportunity.
* Form of Tender to sign for the pricing information is seen in the document listed above.

Response to Commercial Evaluation Criteria

Please confirm whether you accept the terms and conditions of the tender in their current form and without any amendments.

|  |  |  |  |
| --- | --- | --- | --- |
| **Yes** | ☐ | **No** | ☐ |

A Yes response will score a Pass, and a No response will score a Fail

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** |  |

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

|  |  |
| --- | --- |
| **Name** |  |
| **Position** |  |
| **Telephone Number** |  |
| **Fax Number** |  |
| **Email Address** |  |

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 (*please state)*** |  |

Date and place of formation of the Potential Provider and, if applicable, registration under the Companies Act 2006[[9]](#footnote-9).

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** |  |

Annex E

Form of Tender

**To: National Museum of the Royal Navy**

**Dear Sir/Madam**

**TENDER FOR: Installation of Passenger Lifts for the Re-Imagining of Boathouse 6 Project**

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**

**RE:** **Installation of Passenger Lifts for the Re-Imagining of Boathouse 6 Project**

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:

1. 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
2. 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 bit 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
3. 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
4. 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
5. 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
6. Canvassed any other persons referred to in paragraph (a) above in connection with the Contract; or
7. 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 |  |

1. See definition of SME https://ec.europa.eu/growth/smes/business-friendly-environment/smedefinition\_En [↑](#footnote-ref-1)
2. 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. [↑](#footnote-ref-2)
3. 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. [↑](#footnote-ref-3)
4. 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. [↑](#footnote-ref-4)
5. https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\_data/file/5511

30/List\_of\_Mandatory\_and\_Discretionary\_Exclusions.pdf [↑](#footnote-ref-5)
6. https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\_data/file/5511

30/List\_of\_Mandatory\_and\_Discretionary\_Exclusions.pdf [↑](#footnote-ref-6)
7. https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\_data/file/5511

30/List\_of\_Mandatory\_and\_Discretionary\_Exclusions.pdf [↑](#footnote-ref-7)
8. See PPN 08/21 FAQs. [↑](#footnote-ref-8)
9. 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. [↑](#footnote-ref-9)