

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

**FOR**

**HMS Alliance Cofferdam Project  
Royal Navy Submarine Museum**

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

ISSUE: 001

## Table of Contents

Section 1.....	3
Special Notices and Instructions to Tenderers (SNITs) - Introduction .....	3
Section 2.....	8
Key Tendering Activities.....	8
Section 3.....	12
Instructions on Preparing and Submitting Tenders .....	12
Section 4.....	22
Specification / Scope of Requirement .....	22
Section 5.....	23
Tender Assessment and Evaluation .....	23
Section 6.....	27
Structure and Format of Response .....	27
Section 7.....	28
Terms and Conditions of Tender.....	28
Annex A.....	30
Specification / Scope of Requirement .....	30
Annex B .....	31
Tender Evaluation Criteria .....	31
Annex C .....	32
NMRN Standard Terms and Conditions .....	32
Annex D.....	33
TENDER SUBMISSION DOCUMENT .....	33
1. Supplier Selection Questionnaire .....	33
2. Response to Quality Evaluation Criteria .....	47
3. Response to Commercial Evaluation Criteria .....	53
Annex E .....	56
Form of Tender .....	56
Annex F.....	58
Certificate of Non-Collusion.....	58

## Section 1

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

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

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

#### 1.1 Definitions

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

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

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

## 1.2 Purpose

- 1.2.1 The purpose of this ITT is to invite you to submit a Tender, in accordance with the instructions set out in this ITT, to propose a solution and best price to meet the National Museum of the Royal Navy’s (NMRN’s) requirement.
- 1.2.2 This documentation explains and sets out the:
- timetable for the next stages of the procurement;
  - instructions, conditions and processes that governs this competition;
  - information you must include in your Tender and the required format;
  - arrangements for the receipt and evaluation of Tenders;
  - criteria and methodology for the evaluation of Tenders; and
  - Contract Terms & Conditions.

- 1.2.3 The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance and/or precedence.
- 1.2.4 This requirement was advertised by the NMRN on MyTenders and Gov.UK Contracts Finder ([www.find-tender.service.gov.uk](http://www.find-tender.service.gov.uk)) dated 24<sup>th</sup> November 2021 under the following reference **224600** on MyTenders.
- 1.2.5 This ITT is subject to the Public Contract Regulations.
- 1.2.5 This ITT has been advertised on the 'MyTenders' & Gov.UK Contracts Finder website under the Open procedure.

### **1.3 ITT Documentation and Material**

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

## 1.4 Tender Expenses

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

## 1.5 Material Change of Control

- 1.5.1 You must inform the National Museum of the Royal Navy in writing as soon as you become aware of:
- a. any material changes to any of the information, representations or other matters of fact communicated to the NMRN as part of your PQQ response or in connection with the submission of your PQQ response;
  - b. any material adverse change in your circumstances which may affect the truth, completeness or accuracy of any information provided as part of your PQQ response or in connection with the submission of your PQQ response or in your financial health or that of any Sub-Contracting Arrangement member; or
  - c. any material changes to your financial health or that of a party to the Sub-Contracting Arrangement; and
  - d. any material changes to the makeup of the Sub-Contracting Arrangement, including:
    - i. the form of legal arrangement by which the Sub-Contracting Arrangement will be structured;
    - ii. the identity of Sub-Contracting Arrangement;
    - iii. the intended division or allocation of work or responsibilities within or between the Sub-Contracting Arrangement; and
    - iv. any change of control of any Sub-Contracting Arrangement.
- 1.5.2 If a change described in paragraph 1.5.1 occurs, the NMRN may reassess you against the PQQ selection criteria. The NMRN reserves the right to require you to submit an updated/amended PQQ response (or parts thereof) to reflect the revised circumstances so that the NMRN can make a further assessment by applying the published selection criteria to the new information provided.
- 1.5.3 The outcome of this further assessment may affect your suitability to proceed with the procurement.
- 1.5.4 In relation to a change described in paragraph 1.5.1, as far as is reasonably practicable, you must discuss any such proposed changes with the NMRN before they occur and you must additionally highlight any changes from your PQQ response relating to any change in the Sub-Contracting Arrangement or any change relating to conflicts of interest following a change, directly or indirectly in your ownership or control or of any Sub-Contracting Arrangement.

- 1.5.5 The NMRN reserves the right, at its sole discretion to disqualify any Tenderer who makes any material change to any aspects of its responses to the PQQ if:
- a. it fails to re-submit to the NMRN the updated relevant section of its PQQ response providing details of such change in accordance with paragraph 1.5.4 as soon as is reasonably practical and in any event no later than X business days following request from the NMRN; or
  - b. having notified the NMRN of such change, the NMRN considers that the effect of the change is such that on the basis of the evaluation undertaken by the NMRN for the purpose of selecting potential providers to participate in the procurement, the Tenderer would not have pre-qualified.

## 1.6 NMRN Standard Terms and Conditions of Contract

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

## 1.7 Other Terms and Conditions

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

## Section 2

### Key Tendering Activities

#### 2.1 Tender Milestone Dates

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

No	Event	Date
1	Issue of ITT	24 <sup>th</sup> November 2021
2	Final date for Clarification Questions/Requests for additional information	17 <sup>th</sup> December 2021
3	Site visit for tenders	Week Beginning 13 <sup>th</sup> December 2021
4	Deadline for return of tenders	7 <sup>th</sup> January 2022
5	Desktop Evaluation of tenders	Week Beginning 10 <sup>th</sup> January 2022
6	Award notice issues	Week Beginning 10 <sup>th</sup> January 2022
7	Commencement of contract	TBC

- Site Visits are encouraged for this tender and will be 13<sup>th</sup>-14<sup>th</sup> & 16<sup>th</sup>-17<sup>th</sup> December 2021. Please register interest to [tenders@nmrn.org.uk](mailto:tenders@nmrn.org.uk) to arrange site visits.

*Note- There may be annual leave of key personnel during the Christmas Holiday period, therefore responses may be delayed until 4<sup>th</sup> January 2022.*

#### 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 7<sup>th</sup> January 2022**

**Time: 1200 Midday**

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

Please ensure your submission has been received by keeping a copy of the automatically generated read receipt from the mailbox or alternatively by requesting a delivery receipt.

If a submission is undeliverable for any reason, you will need to supply evidence in order that submissions can be considered.

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

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

## 2.4 Sufficiency of Tender

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

## 2.5 Form of Tender

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

## 2.6 Amendments to the tender documents by NMRN

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

## 2.7 Questions/Clarifications Arising during the Tender Process

- 2.7.1 In the event that you have any queries in relation to the Contract, you should submit a clarification request to [tenders@nmrn.org.uk](mailto: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](mailto:tenders@nmrn.org.uk)

## 2.8 Acceptance of Tenders

2.8.1 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.

2.8.2 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.

2.8.3 Any Contract(s) awarded will be on the basis of the Tender Assessment and Evaluation in Part 5.

2.8.4 NMRN shall in no circumstances be liable for any costs involved in the preparation of a Tender.

2.8.5 A Tender shall only be accepted by NMRN by issue of a Contract Award Letter by the NMRN.

## 2.9 Collusive Tendering

2.9.1 Any Tenderer who:

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

## Section 3

### Instructions on Preparing and Submitting Tenders

#### 3.1 Construction of Tenders

- 3.1.1 Your Tender must be written in English, using Arial font size 11.
- 3.1.2 Prices must be in **£GBP** ex VAT. Overall price is estimated at **£85,000**, however the NMRN will use Most Economically Advantageous Tender (MEAT) when scoring. 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](mailto:Tenders@NMRN.org.uk) by **Friday 7<sup>th</sup> January 2022 at 12:00pm**. 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 Tender responses to [Tenders@NMRN.org.uk](mailto:Tenders@NMRN.org.uk) using the following reference: **224600**
- 3.3.3 The NMRN may, in its own absolute discretion allow the Tenderer to rectify any irregularities identified in the Tender by the NMRN or provide clarification after the Tender return date. For example, this may include, but is not limited to, redacting pricing information in the unpriced copy of the tender, rectifying, or providing clarification in relation to a corrupt or blank document. Tenderers will be provided with instructions via the 'MyTenders' & Gov.UK Contracts Finder on how they can correct such irregularities which must be completed by the deadline set. The NMRN will cross reference the amended Tender with the original Tender submitted to the 'MyTenders' & Gov.UK Contracts Finder websites before the Tender return date to ensure that no other amendments, other than in relation to the specific irregularity/clarification communicated by the NMRN, have been made. Should Tenderers make additional amendments to the Tender other than those

relating to the specific irregularity/clarification communicated to the Tenderer by the NMRN, this will result in a non-compliant bid.

- 3.3.4 You must not upload any ITAR or Export Controlled information as part of your Tender or ITT documentation into the 'MyTenders' or Gov.uk Contracts Finder website. You must contact [tenders@nmrn.org.uk](mailto:tenders@nmrn.org.uk) to discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the NMRN.
- 3.3.5 Your Tender must be compatible with MS Word and other MS Office applications.

## 1 INTRODUCTION

### 1.1 Invitation to Tender

The contracting authority is NMRN Operations, or any NMRN subsidiary companies and other organisations that control or are controlled by the NMRN from time to time.

The National Museum of the Royal Navy ("NMRN") invites tenders for The National Museum of the Royal Navy ("NMRN") invites tenders for HMS Alliance Restoration & Conservation.

### 1.2 Requirements

Details of the requirements are included in Preliminaries & Pricing Schedule and the tender drawings/specification. The NMRN is committed to continually improving its services and the evaluation of Tenderer's bids focus heavily on a measurable method of providing continuous improvement.

### 1.3 Health and Safety

The tenderer must comply with IOSH Health & Safety Standards when on the NMRN's site and when undertaking the tendered work [<http://www.iosh.co.uk/>]. When working in confined spaces or at height, the Supplier and/or any sub-contractor must have the necessary relevant training in confined spaces and/or working at height before work commences.

### 1.4 Post Tender Requirements

- 1.4.1 The NMRN's contracting and commercial approach in respect of the required goods and/or services is set out at Annex C (NMRN Standard Terms and Conditions of Contract) ("**Contract**"). By submitting a tender response, you are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.
- 1.4.2 The Contract awarded will be for a duration as quantified by the tenderer during the tendering process with an option for an extension if the need arises and on permission by the NMRN.
- 1.4.3 In the event that you have any concerns or queries in relation to the Contract, you should submit a clarification request in accordance with the provisions of this ITT by the Clarification Deadline (as defined below in the Timescales section of this ITT). Following such clarification requests, the NMRN may issue a clarification change to the Contract that will apply to all potential suppliers submitting a tender response.
- 1.4.4 The NMRN is under no obligation to consider any clarifications / amendments to the Contract proposed following the Clarification Deadline, but before the Tender Response Deadline (as defined below in the Timescales section of this ITT). Any proposed amendments that are received

from a potential supplier as part of its tender response shall entitle the NMRN to reject that tender response and to disqualify that potential supplier from this Procurement Process.

- 1.4.5 By submitting a tender response in connection with this Procurement Process, potential suppliers confirm that they will, and that they shall ensure that any consortium members and/or sub-contractors will, comply with all applicable laws, codes of practice, statutory guidance and applicable NMRN policies relevant to the goods and/or services being supplied.

## 1.5 Best Value

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

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

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

## 2 CONDITIONS OF TENDER

### 2.1 Terms and Conditions

- 2.1.1 In participating in this Procurement Process and/or by submitting a tender response it will be implied that you accept and will be bound by all the provisions of this ITT and its Appendices. Accordingly, tender responses should be on the basis of and strictly in accordance with the requirements of this ITT.

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

### 2.2 The Most Economically Advantageous Tender

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

- 2.2.2 Tenderers should note the NMRN's award criteria and scoring methodology as set out in the ITT

### 2.3 Dissemination of Information to other Tenderers

- 2.3.1 Information that is supplied to potential suppliers as part of this Procurement Process is supplied in good faith. The information contained in the ITT and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue but the NMRN will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the NMRN.
- 2.3.2 The NMRN also reserves the right to disseminate information that is materially relevant to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect any Tenderer's commercial confidence in its response.
- 2.3.3 Should Tenderers wish to avoid such disclosure (for example on the basis that their request contains, or the likely response will contain, commercially confidential information or may give another Tenderer a commercial advantage) the request for information to the NMRN must be clearly marked **"In confidence – not to be circulated to other Tenderers"** and each relevant page of the document should be marked "commercially confidential". The Tenderer must set out the reason or reasons for their request for non-disclosure to the other Tenderers of its request and/or of the NMRN's response.
- 2.3.4 The NMRN will act reasonably as regards the protection of commercially sensitive information relating to the Tenderer, subject to the NMRN's duties under the Freedom of Information Act 2000 and Environmental Information Regulations 2004 (**"the Information Laws"**) and in the light of the latest published guidance in this area.
- 2.3.5 If a Tenderer's request for information is marked as confidential in accordance with this paragraph, and the Tenderer indicates that the NMRN's response should also be confidential, the NMRN shall notify the Tenderer whether it agrees that the request and/or the response is commercially sensitive. The Tenderer must confirm whether or not it accepts the NMRN's decision. If a Tenderer is not able to accept the NMRN's decision then the Tenderer may withdraw its request for information. If the Tenderer does not withdraw its request, the final decision as to whether the request and response shall be confidential will be made by the NMRN.

## 2.4 Accuracy of Information

- 2.4.1 The Information in this Tender Pack and/or any other documents or information to which it refers have been prepared by the NMRN in good faith. However, it does not purport to be comprehensive or to have been independently verified. The NMRN does not accept any responsibility for the accuracy or completeness of the Information It shall not be liable for any loss or damage arising as a result of the use of such Information or any subsequent communication.
- 2.4.2 Tenderers are expected to carry out their own due diligence checks for verification purposes. Tenderers should treat the Information as background data, and not as contractual documentation.
- 2.4.3 Tenderers are responsible for analysing and reviewing all information provided to you as part of this Procurement Process and for forming your own opinions and seeking advice as you consider

appropriate. You should notify the NMRN promptly of any perceived ambiguity, inconsistency or omission in this ITT and/or any in of its associated documents and/or in any information provided to you as part of this Procurement Process.

- 2.4.4 Your tender response is submitted on the basis that you consent to the NMRN carrying out all necessary actions to verify the information that you have provided, and the analysis of your tender response being undertaken by one or more third parties commissioned by the NMRN for such purposes.
- 2.4.5 The issue of this Tender Pack is not to be construed as a promise or representation or commitment by the NMRN to enter into a contract as a result of this procurement process. Any expenditure, work or effort undertaken prior to the execution of any contract is accordingly a matter solely for the commercial judgment of the Tenderer. The NMRN reserves the right to withdraw from this procurement process at any time or to re-invite tenders on the same or any alternative basis.
- 2.4.6 Neither the NMRN nor its elected members officers or advisers make any representation or warranties (express or implied) or accept any liability or responsibility (other than in respect of fraudulent misrepresentation) in relation to the adequacy, accuracy, reasonableness or completeness of the Information or any part of it (including but not limited to, any loss or damage arising as a result of reliance by the Tenderer or any Consortium Party on the Information or any part of it).

## 2.5 Amendments to the ITT

At any time prior to the Tender Response Deadline, the NMRN may amend the ITT. Any such amendment shall be issued to all potential suppliers, and if appropriate to ensure potential suppliers have reasonable time in which to take such amendment into account, the Tender Response Deadline shall, at the discretion of the NMRN, be extended. Your tender response must comply with any amendment made by the NMRN in accordance with this paragraph 2.5 or it may be rejected.

## 2.6 Tender Response Submission

- 2.6.1 Tender responses must comprise the relevant documents specified by the NMRN completed in all areas and in the format as detailed by the NMRN in Annex D (Supplier Selection Questionnaire). Any documents requested by the NMRN must be completed in full. It is, therefore, important that you read the ITT carefully before completing and submitting your tender response.
- 2.6.2 Any goods and/or services offered should be on the basis of and strictly in accordance with the ITT (including, without limitation, any specification of the NMRN's requirements, these Tender Conditions and the Contract) and all other documents and any clarifications or updates issued by the NMRN as part of this Procurement Process.
- 2.6.3 Tenderers may modify their tender response prior to the Tender Response Deadline by giving written notice to the NMRN. Any modification should be clear and submitted as a complete new tender response in accordance with Section 7 (Supplier Questionnaire) and these Tender Conditions.



## 2.7 Rejection of Tender Responses

- 2.7.1 A tender response or any other document requested by the NMRN may be rejected which:
- (a) contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format of the tender documentation provided;
  - (b) contains handwritten amendments which have not been initialled by the authorised signatory;
  - (c) does not reflect and confirm full and unconditional compliance with all of the documents issued by the NMRN forming part of the ITT;
  - (d) contains any caveats or any other statements or assumptions qualifying the tender response that are not capable of evaluation in accordance with the evaluation model or requiring changes to any documents issued by the NMRN in any way;
  - (e) is not submitted in a manner consistent with the provisions set out in this ITT;
  - (f) contains information which is inconsistent with answers already given in the pre-qualification questionnaire completed as part of this Procurement Process or;
  - (g) is received after the Tender Response Deadline.
- 2.7.2 The NMRN reserves the right at its sole discretion to disqualify any Tenderer whose circumstances change and if:
- (a) it fails to notify the NMRN of such change in accordance with this Tender Pack; or
  - (b) having notified the NMRN of such change, the NMRN considers that the effect of the change is such that, on the basis of the evaluation undertaken by the NMRN for the purpose of selecting potential providers, the Tenderer would not pre-qualify; or
  - (c) the change would in the opinion of the NMRN lead to a breach of its obligation to conduct a fair and lawful procurement process.

## 2.8 Disqualification of Tender Responses

- 2.8.1 If you breach these Tender Conditions, if there are any errors, omissions or material adverse changes relating to any information supplied by you at any stage in this Procurement Process, if any other circumstances set out in this ITT, and/or in any supporting documents, entitling the NMRN to reject a tender response apply and/or if you or your appointed advisers attempt:
- (a) a response is submitted late, is completed incorrectly, is materially incomplete, is submitted in any other format other than submitting to [tenders@nmrn.org.uk](mailto:tenders@nmrn.org.uk) or fails to meet the submission requirements of the NMRN which have been notified to Tenderers;

- (b) the Tenderer and/or the member of the Tenderer Team is unable to satisfy the terms of Article 57 of Directive 2014/24/EU and/or Regulation 57 of the Public Contracts Regulations 2015 (or any replacement law) at any stage during the procurement process;
- (c) the Tenderer and/or the members of the Tenderer Team are guilty of material misrepresentation, fraudulent or false statements in relation to their submission and/or the procurement process;
- (d) the Tenderer and/or the members of the Tenderer Team contravene any of the terms and conditions of this Tender Pack;
- (e) there is a change in identity, control, financial standing, structure or other factor impacting on the selection and/or evaluation process affecting the Tenderer and/or the members of the Tenderer Team; or
- (f) the Tenderer introduces a material change in any commitment or statement contained in any previous submission at any previous stage in the procurement process;
- (g) to inappropriately influence this Procurement Process;
- (h) to fix or set the price for goods or services;
- (i) offers any inducement, fee or reward to any elected member or officer of the NMRN or any person acting as an adviser to the NMRN in connection with this procurement process or does anything which would constitute a breach of the Bribery Act 2010 (or any replacement law) in relation to this Procurement Process; or
- (j) to obtain information from any of the employees, agents or advisors of the NMRN concerning this Procurement Process (other than as set out in these Tender Conditions) or from another potential supplier or another tender response,

the NMRN shall be entitled to reject your tender response in full and to disqualify you from this Procurement Process. Subject to the "Liability" Tender Condition below, by participating in this Procurement Process you accept that the NMRN shall have no liability to a disqualified potential supplier in these circumstances.

## 2.9 Consortium members and Sub-contractors

It is your responsibility to ensure that any staff, consortium members, sub-contractors and advisers abide by these Tender Conditions and the requirements of this ITT.

## 2.10 Non-Collusion

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

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

## 2.11 Bidding Costs

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

## 2.12 Rights to Cancel or Vary the Procurement Process

By issuing this ITT, entering into clarification communications with potential suppliers or by having any other form of communication with potential suppliers, the NMRN is not bound in any way to enter into any contractual or other arrangement with you or any other potential supplier. It is intended that the remainder of this Procurement Process will take place in accordance with the provisions of this ITT but the NMRN reserves the right to terminate, suspend, amend or vary (to include, without limitation, in relation to any timescales or deadlines) this Procurement Process by notice to all potential supplier in writing. Subject to the “Liability” Tender Condition below, the NMRN will have no liability for any losses, costs or expenses caused to you as a result of such termination, suspension, amendment or variation.

### 2.13 Publicity

- 2.13.1 There must be no publicity by you regarding the Procurement Process or the future award of any contract unless the NMRN has given express written consent to the relevant communication.
- 2.13.2 Tenderers and Consortium Parties shall not undertake (or permit to be undertaken) at any time any publicity or activity with any section of the media in relation to this procurement process or the supply of the products and/or services specified other than with the prior written consent of the NMRN.
- 2.13.3 In this paragraph the word “media” includes radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.

### 2.14 Conflicts of Interest

- 2.14.1 Tenderers are responsible for ensuring that there are no conflicts of interest either between their own advisers and those of the NMRN and its advisers, or between the members of their consortium and their sub-contractors. A Tenderer must notify the NMRN of any conflict of interest as soon as reasonably practicable after it becomes aware of such a conflict.
- 2.14.2 The NMRN requires all actual or potential conflicts of interest to be resolved to the NMRN’s satisfaction prior to the submission of a tender. Failure to declare such conflicts and / or failure to address such conflicts to the reasonable satisfaction of the NMRN may result in the Tenderer being disqualified.

### 2.15 Liability

Nothing in these Tender Conditions is intended to exclude or limit the liability of the NMRN in relation to fraud or in other circumstances where the NMRN’s liability may not be limited under any applicable law.

### 2.16 Jurisdiction

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

### **3 MANDATORY REQUIREMENTS**

As part of your tender response, Tenderers must confirm that you meet the mandatory requirements / constraints, if any, as set out in the NMRN's specification forming part of this ITT. A failure to comply with one or more mandatory requirements or constraints shall entitle the NMRN to reject a tender response in full.

#### **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-** HMS Alliance Survey Report on Cofferdam and the Statement of Requirement.
- 4.2 **Annex B/C/D-** Design Drawings from the original build of the walkway and cofferdam
- 4.3 **Annex E-** Photographs of HMS Alliance before the cofferdam installation 2010/2011 and during construction of the cofferdam.

## 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 advertised on MyTenders and on Gov.UK Contracts Finder website. Submissions will be downloaded from the NMRN's Tender Inbox.



**Stage 2: Compliance Check**

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



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



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



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

#### 5.2 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.

Part 1 - Potential Supplier Information	Not assessed – for information only
Part 2 – Exclusion Questions	
Section 2 – Mandatory Exclusion Questions	Pass / Fail
Section 3 – Discretionary Exclusion Questions	Pass / Fail
Part 3 – Selection Questions	
Section 4 – Economic and Financial Standing	Pass / Fail
Section 5 – Parent Company Information	Not assessed – for information only
Section 6 - Technical and Professional Ability	See below
Section 7 – Modern Slavery Act 2015	Pass / Fail
Part 4 – Additional Questions	
Insurance	Pass / Fail
Health and Safety	Pass / Fail
Equalities	Pass / Fail
Information Security Policy	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.
- 5.2.4 Please note that the NMRN may require clarification of the answers provided or ask for additional information.
- 5.2.5 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.
- 5.2.6 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.
- 5.2.7 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	[50]% <i>(Example)</i>	<p>Each criterion will be marked using the scale 0-10 and the specified weighting applied. The formula to calculate the weighted score will be:</p> $\frac{(\text{marks awarded}) \times \text{weighting}}{\text{marks available}}$ <p><u>For example</u>, if the weighting is 20% and the maximum mark is 5, and the mark received is 3, the weighted score would be:</p> $(3 / 5) \times 20 = 12$ <p>NB: For the purposes of this calculation, weighting is expressed as a number not a percentage.</p>
Commercial	[40]% <i>(Example)</i>	<p>Price submitted by Tenderer in Annex D, Section 3 (pricing schedule), where lowest cost Tenderer shall receive 40% and all other scores shall be allocated according to their difference from the lowest price, using the formula:</p> $40\% \times \frac{(\text{lowest price of all Tenderers})}{\text{Tendered price}}$



5.3.2 **Scoring Model** – Tender responses will be subject to an initial review at the start of Stage 3 of the evaluation process. Any tender responses not meeting mandatory requirements or constraints (if any) will be rejected in full at this point and will not be assessed or scored further. Tender responses not so rejected will be scored by an evaluation panel appointed by the NMRN for all criteria other than Commercial using the scoring model given in the table below:

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

## 5.4 Site Visits, Tenderer Interviews/Presentations 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 [tenders@nmrn.org.uk](mailto:tenders@nmrn.org.uk) and should give at least two working days to make arrangements. If site visits are required, these will take place during the week commencing Monday 13<sup>th</sup> December 2021.
- 5.4.2 Tenderer Interviews. The NMRN may, at its discretion, decide to interview Tenderers to further the tendering process. It is envisaged that interviews, if required by the NMRN, will take place during the week commencing *Monday 10<sup>th</sup> January 2022*. The NMRN reserves the right to amend this timetable. Tenderers should ensure that key members of their delivery team are able to attend the interviews.
- 5.4.4 Post Submission Presentations & Interviews- The NMRN may, at its discretion, decide to request interviews or presentations either in person or by alternative means (such as video calls on Teams/Zoom etc.), with the right to seek further information to assist in its consideration of the Tender.
- 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

#### 4 CONFIDENTIALITY

- 4.1 All information supplied to you by the NMRN, including this ITT and all other documents relating to this Procurement Process, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to your professional advisers, consortium members and/or sub-contractors strictly for the purposes only of helping you to participate in this Procurement Process and/or prepare your tender response) unless the information is already in the public domain or is required to be disclosed under any applicable laws.
- 4.2 You shall not disclose, copy or reproduce any of the information supplied to you as part of this Procurement Process other than for the purposes of preparing and submitting a tender response.
- 4.3 This ITT and its accompanying documents shall remain the property of the NMRN and must be returned on demand.
- 4.4 The NMRN reserves the right to disclose all documents relating to this Procurement Process, including without limitation your tender response, to any employee, third party agent, adviser or other third party involved in the procurement in support of, and/or in collaboration with, the NMRN.
- 4.5 The NMRN further reserves the right to publish the Contract once awarded and/or disclose information in connection with supplier performance under the Contract in accordance with any public sector transparency policies (as referred to below). By participating in this Procurement Process, you agree to such disclosure and/or publication by the NMRN in accordance with such rights reserved by it under this paragraph.
- 4.6 The use of blanket protective markings of whole documents such as “commercial in confidence” will not be sufficient. By participating in this Procurement Process you agree that the NMRN should not and will not be bound by any such markings.
- 4.7 In addition, marking any material as “confidential” or “commercially sensitive” or equivalent should not be taken to mean that the NMRN accepts any duty of confidentiality by virtue of such marking. You accept that the decision as to which information will be disclosed is reserved to the NMRN, notwithstanding any consultation with you or any designation of information as confidential or commercially sensitive or equivalent you may have made. You agree, by participating further in this Procurement Process and/or submitting your tender response that all information is provided to the NMRN on the basis that it may be used by the NMRN in accordance with the provisions of this ITT.
- 4.8 Tender responses are also submitted on the condition that the appointed supplier will only process personal data (as may be defined under any relevant data protection laws) that it gains access to in performance of this Contract in accordance with the NMRN’s instructions and will not use such personal data for any other purpose. The contracted supplier will undertake to process any personal data on the NMRN’s behalf in accordance with the relevant provisions of any relevant data protection laws and to ensure all consents required under such laws are obtained.

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

## Annex A

### Specification / Scope of Requirement

**Annex A-** HMS Alliance Survey Report on Cofferdam and the Statement of Requirement.

**Annex B/C/D-** Design Drawings from the original build of the walkway and cofferdam

**Annex E-** Photographs of HMS Alliance before the cofferdam installation 2010/2011 and during construction of the cofferdam.

## Annex B

### Tender Evaluation Criteria

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

Criteria		Area Weighting
<b>QUALITY</b>		<b>Overall Weighting: 70%</b>
1	Relative skills and experience	20%
2	Understanding of the statement of requirements	20%
3	Quality of method statements and risk assessments	20%
4	Understanding of working in the vicinity of historic vessels which are open to the public	10%
<b>PRICE</b>		<b>Overall Weighting 30%</b>
5	Price	30%
<b>TOTAL</b>		<b>100%</b>

## Annex C

### NMRN Standard Terms and Conditions

See separate document.



## Annex D

### TENDER SUBMISSION DOCUMENT

#### 1. Supplier Selection Questionnaire

##### HMS Alliance Cofferdam Project

##### MyTenders Reference; 224600

##### 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 sub-contractors, 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 organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. **Note for Contracting Authorities: The following paragraph is optional for inclusion if a decision has been made to request a self-declaration of the exclusion grounds from sub-contractors. All sub-contractors are required to complete Part 1 and Part 2<sup>1</sup>.**
7. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

---

<sup>1</sup> See PCR 2015 regulations 71 (8)-(9)

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

## PART 1: POTENTIAL SUPPLIER INFORMATION

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self- declaration.

Section 1		
Potential supplier information		
	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	
1.1(k)	Trading name(s) that will be used if successful in this procurement	
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop	

	c) Public service mutual	
1.1(m)	Are you a Small, Medium or Micro Enterprise(SME) <sup>2</sup> ?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(n)	<p>Details of Persons of Significant Control (PSC),where appropriate: <sup>3</sup></p> <ul style="list-style-type: none"> <li>- Name;</li> <li>- Date of birth;</li> <li>- Nationality;</li> <li>-Country, state or part of the UK where the PSC usually lives;</li> <li>- Service address;</li> <li>-The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used);</li> <li>- Which conditions for being a PSC are met;</li> <li>- Over 25% up to (and including) 50%;</li> <li>- More than 50% and less than 75%;</li> <li>- 75% or more. <sup>4</sup></li> </ul> <p>(Please enter N/A if not applicable)</p>	
1.1(o)	<p>Details of immediate parent company:</p> <ul style="list-style-type: none"> <li>- Full name of the immediate parent company</li> <li>- Registered office address (if applicable)</li> <li>- Registration number (if applicable)</li> <li>- Head office DUNS number (if applicable)</li> <li>- Head office VAT number (if applicable)</li> </ul> <p>(Please enter N/A if not applicable)</p>	
1.1(p)	<p>Details of ultimate parent company:</p> <ul style="list-style-type: none"> <li>- Full name of the ultimate parent company</li> <li>- Registered office address (if applicable)</li> <li>- Registration number (if applicable)</li> <li>- Head office DUNS number (if applicable)</li> <li>- Head office VAT number (if applicable)</li> </ul> <p>(Please enter N/A if not applicable)</p>	

1.1. Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

<sup>2</sup> See EU definition of SME [https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition\\_en](https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en)

<sup>3</sup> UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at CompaniesHouse. [See PSC guidance.](#)

<sup>4</sup> Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award.

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

Section 1		Bidding model					
	Question	Response					
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3. If no, and you are a supporting Tenderer please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.					
1.2(a) - (ii)	Name of group of economic operators (if applicable)						
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure						
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes <input type="checkbox"/> No <input type="checkbox"/>					
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.						
	Name						
	Registered address						
	Trading status						
	Company registration number						
	Head Office DUNS number (if applicable)						
	Registered VAT Number						
	Type of organisation						
	SME (Yes/No)						
	The role each sub-contractor will take in providing the works and/or supplies e.g. key deliverables						
	The approximate % of contractual obligations assigned to each sub-contractor						

## PART 2: EXCLUSION GROUNDS

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self- declaration.

Section 2	Grounds for mandatory exclusion	
	Question	Response
2.1(a)	<p><b>Regulations 57(1) and (2)</b>            The detailed grounds for mandatory exclusion of an organisation are set out on this <a href="#">webpage</a>, which should be referred to before completing these questions.            Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the <a href="#">webpage</a>.</p>	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Corruption.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Fraud.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
2.1(b)	If you have answered yes to question 2.1(a), please provide further details. Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, 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.	
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning)	Yes <input type="checkbox"/> No <input type="checkbox"/>

2.3(a)	<b>Regulation 57(3)</b> Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm 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.	

**Please Note:** The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions

Section 3 Grounds for discretionary exclusion		
	Question	Response
3.1	<p><b>Regulation 57 (8)</b></p> <p>The detailed grounds for discretionary exclusion of an organisation are set out on this <a href="#">webpage</a>, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>	
3.1(a)	Breach of environmental obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1 (b)	Breach of social obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1 (c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2

3.1 (j)	Please answer the following statements	
3.1 (j) – (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion of the fulfilment of the selection criteria	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1 (j) – (ii)	The organisation has withheld such information	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1 (j) – (iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts regulations 2015.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1 (j) – (iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantage procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	



**PART 3: SELECTION QUESTIONS<sup>5</sup>**

Section 4		
Economic and Financial Standing		
	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide <b>one</b> of the following: answer with Y/N in the relevant box.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.2	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 <input type="checkbox"/> No <input type="checkbox"/>

Section 5	
If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:	
Name of organisation	
Relationship to the Supplier completing these questions	

5.1	Are you able to provide parent company accounts if requested to at a later stage?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes <input type="checkbox"/> No <input type="checkbox"/>

<sup>5</sup> [See Action Note 8/16 Updated Standard Selection Questionnaire](#)

<b>Section 6</b>	<b>Technical and Professional Ability</b>
<b>6.1</b>	<p><b>Relevant experience and contract examples</b></p> <p>Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has 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 Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p> <p>If you cannot provide examples see question 6.3</p>

	Contract 1	Contract 2	Contract 3
Name of customer organisation			
Point of contact in the organisation			
Position in the organisation			
E-mail address			
Description of Contract			
Contract Start date			
Contract completion date			
Estimated contract value			

6.2	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence 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 or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>

6.3	<p>If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a newstart-up or you have provided services in the past but not under a contract.</p>

Section 7	Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015	
7.1	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	<p>No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/></p> <p>N/A</p>
7.2	If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	<p>Yes <input type="checkbox"/></p> <p>Please provide the relevant url to view the statement</p> <p>No <input type="checkbox"/></p> <p>Please provide an explanation</p>

#### Part 4: ADDITIONAL QUESTIONS

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

Section 8	Additional Questions
8.1	Insurance
a.	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Y/N*</p> <p>Employer's (Compulsory) Liability Insurance = £10m</p> <p>Liability Insurance = £10m</p> <p>Professional Indemnity Insurance = £10m</p> <p>Product Liability Insurance = £10m</p> <p>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. <b><i>This is a standard requirement.</i></b></p>

8.2	Health and Safety	
a.	Does your organisation have a written Health and Safety Policy?	Yes <input type="checkbox"/> No <input type="checkbox"/>
b.	Does your organisation ensure compliance with the Health and Safety at Work Act 1974?	Yes <input type="checkbox"/> No <input type="checkbox"/>
c.	Does your organisation train staff in Health and Safety?	Yes <input type="checkbox"/> No <input type="checkbox"/>
d.	Please provide the name of the person in the business specifically responsible for health and safety matters:	

8.3	Equalities	
a.	<p>Does your organisation comply with your statutory obligations under the Equality Act 2010?</p> <p>If relevant to the status of your organisation, i.e. if you have more than 5 staff, please attach a copy of your Equality and Diversity policy and/or equal opportunities policy with your response</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
b.	<p>In the last three years has any finding of unlawful discrimination been made against your business or organisation by any court or employment tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in jurisdiction other than the UK)?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
c.	<p>If you answered 'yes' to the above question, provide a summary of the finding or judgement and explain what action you have taken to prevent similar unlawful discrimination from reoccurring.</p> <p><b>Guidance</b> – <i>Buyer may not be able to select a Tenderer to tender if it has been found to have unlawfully discriminated in the last three years unless it has provided compelling evidence that it has taken robust and appropriate action to prevent similar unlawful discrimination reoccurring</i></p>	
d.	<p>In the last three years, has your organisation had a complaint upheld following a formal investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in the jurisdiction other than the UK), on grounds of alleged unlawful discrimination?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
e.	<p>If you answered 'yes', provide a summary of the nature of the investigation and an explanation of the outcome (so far) of the investigation. If the investigation upheld the complaint against your organisation, provide an explanation of what action (if any) you have taken to prevent unlawful discrimination from re-occurring.</p> <p><b>Guidance</b> – <i>Buyer may not be able to select a Tenderer if a complaint is upheld following investigation, unless robust and appropriate action has been taken to prevent similar unlawful discrimination from reoccurring</i></p>	

8.4	Information Security Policy	
a.	<p>Does your firm have a policy on the protection of client data with respect to the statutory requirements on Data Protection, Freedom of Information and Environmental Information Regulations and confidentiality?</p> <p>Please provide details:</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
b.	<p>Please provide any further information you think might be relevant to the provision of this service such as: any additional skills or processes your organisation possesses which you consider would lead to additional value/ benefit for the NMRN</p>	

## 2. Response to Quality Evaluation Criteria

### 2.1 Technical/Quality Evaluation Criteria

Tenderers must use the template below for their response to quality evaluation criteria. Responses in any other format will not be accepted.

<b>Criterion 1</b>	<b>Please provide....</b> <b>Relative skills and experience: -</b> <b>Experience working in the marine environment would be an advantage as the cofferdam is tidal. Excavation, Steel fabrication and ground works would also be beneficial.</b>
Response [1500 word limit]	Empty space for response

<b>Criterion 2</b>	<b>Please provide....</b> Understanding of the brief :- To expose the gabion baskets covering the outlets, installing new, manufacture and install new walkway support as per statement of requirements at Annex A
Response [1500 word limit]	

<b>Criterion 3</b>	<b>Please provide....</b> <b>Method statement and risk assessments.</b> <b>To include working in the vicinity of a historic vessel and in a tidal environment.</b>
--------------------	--



Response [1500 word limit]	Method statement and risk assessments. To include working in the vicinity of a historic vessel and in a tidal environment.
<b>Criterion 4</b>	<b>Please provide.... Understanding of working in the vicinity of historic vessels which are open to the public :-</b>
Response [1500 word limit]	

<b>Criterion 5</b>	<p><b>Please provide details on the methods you will use to undertake the work as specified in Specification / Scope of Requirement in Annex A. This will include the following:</b></p> <ul style="list-style-type: none"> <li>• Schedule: including hours per day and sequence of work locations during the schedule</li> <li>• Materials stored and used</li> <li>• Resources per day guaranteed</li> <li>• Heritage impact</li> <li>• Communication with NMRN staff</li> </ul>
<b>Response</b> [1500 word limit]	

<b>Criterion 6</b>	<p>Please demonstrate how you will comply with H&amp;S requirements when:</p> <ul style="list-style-type: none"> <li>• Disposals policies and standards for this project</li> <li>• Tool Box talks</li> <li>• Qualifications of all staff, including sub-contractors</li> <li>• Compliance with NMRN's H&amp;S procedures</li> <li>• RAMS</li> <li>• Review process of RAMS</li> <li>• Storage of materials</li> </ul>
Response [1000 word limit]	
<b>Criterion 8</b>	<b>Interview: A maximum of 10 questions will be asked at interview stage</b>
Response	N/A at this stage
<b>Criterion 9</b>	<b>Site Visits</b>
Response	

## 2.2 Past Performance

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

### 3. Response to Commercial Evaluation Criteria

#### 3.1. Contractual Information

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

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

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

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

Name	
Position	
Telephone Number	
Fax Number	
Email Address	

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

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

- 3.1.5 Date and place of formation of the Potential Provider and, if applicable, registration under the Companies Act 2006<sup>1</sup>. Please provide copies of Certificates of Incorporation (where appropriate) and any changes of name, registered office and principal place of business.

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

## 3.2. Pricing Information

- 3.2.1. Please confirm the cost breakdown within the tables below, depending upon your offering. This includes the fee payment dates, resource allocation of team members throughout the project, costs per work item, timescale and your invoicing periods.

**TABLE 1: MAXIMUM TIME & MATERIALS CHARGES**

Service Item	Maximum Time & Materials Charges (the cap) (£)
Service Line 1	
[e.g. S1M1]	
[e.g. S1M2]	
Service Line 2	
[e.g. S2M1]	
[e.g. S2M2]	
[Service Line X – insert further lines as necessary]	
[etc.]	

<sup>1</sup> Potential Providers established outside the United Kingdom may provide equivalent information. For a list of acceptable equivalent information, please refer to Regulation 23(7) of the Public Contracts Regulations 2006.

**TABLE 2: FIRM PRICES**

Service/Goods Item	Firm Price (£)
Service/Goods Line 1	
[e.g. S1M1]	
[e.g. S1M2]	
Service/Goods Line 2	
[e.g. S2M1]	
[e.g. S2M2]	
[Service/Goods Line X – insert further lines as necessary]	
[etc.]	

### 3.3 Day Rates

3.3.1. Please confirm the day and hourly rates of members of the team, including travel, accommodation and subsistence.

Team – Rates			
Team Member	Hourly Rate (£)	Daily Rate (£)	Travel, Accom & Subsistence (Daily)
Lead			
Team Member [1]			
Team Member [2]			
Etc.			

The above day rates will be utilised to negotiate any additional works that may be required if deemed to be beyond the reasonable scope of the works specified.

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

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

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

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

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

## Annex E

### Form of Tender

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

**Dear Sir/Madam**

#### **TENDER FOR:**

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

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

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

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

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

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

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

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

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

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



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

## Annex F

### Certificate of Non-Collusion

TO: NMRN

RE:

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

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

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

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

Signed	
Name	
Position in Organisation	
For and behalf of	
Date	

