

**INVITATION TO TENDER  
(OPEN PROCEDURE)**

**FOR**

**HMS Victory Timber Supply Framework**

Instructions for Tenderers

Tender Reference 226813

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

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## Introduction

Over the next 12 years the National Museum of the Royal Navy (NMRN) are leading the conservation of HMS Victory to ensure the long-term preservation of a world-class historic vessel and an exemplar of a Royal Navy capital warship from the Age of Sail.

In addition to being a unique historic asset, HMS Victory continues to be a significant visitor attraction within Portsmouth Historic Dockyard whilst continuing to serve as a commissioned warship of the Royal Navy.

The aim of the HMS Victory Conservation Programme is to deliver a fully-conserved HMS Victory, in an open environment, and in a condition to survive for the next 50 years without major work beyond a programme of planned maintenance.

The conservation work includes replacement of all external and some internal planking in a staged programme; it is intended that the ship remains open to the public throughout the planned work. The work will be carried out inside an encapsulated conservation scaffold which will allow the NMRN's Shipwrights to remove and replace the hull planks. Further information;

<https://www.nmrn.org.uk/news/major-new-conservation-phase-national-treasure-heralds-new-look-hms-victory-and-once>

Core to the programme is the procurement of Timber, primarily Oak, to meet the planned Hull Conservation programme.

Where solid timber of sufficient size and quality is not available the NMRN will require the supply suitable timber for lamination in NMRN's workshops. The NMRN have been extensively testing materials, glues, adhesives and caulking techniques on a mock-up of the ships side beside HMS Victory to test weathering on these materials.



**Ship Side Mock Up, June 2022. Note the difference of degradation of right side of mock up.**

In addition to planking, additional solid 'curved' timber will be needed to replace items such as knees and beams (compass timber), and the timber supplier(s) will be invited to work with the NMRN to source and produce such items. The NMRN have been engaged in dialogue with suppliers in the timber market prior to this tender notice, with a Market Engagement Day and one to one dialogue meetings. These sessions have been vital to engage with a collaborative approach with suppliers to meet the specifications required for the supply of timber for HMS Victory.

Tenderers will be invited to submit their tender response for a Framework Agreement for initial 4 years (full details can be found in Annex C) based on three separate Lots, this can be done for individual lots or all lots.

- **Lot 1** Processed Planks, for example; Inner Lamelles  
*(See Scope of Requirement and accompanying documents for planking plan)*
- **Lot 2** Specials Group 1- Large Strake Planks
- **Lot 3** Specials Group 2- Curved/Compass Timbers i.e. Knees, Butts, and Boules purchases

**Notice for Suppliers-** Please refer to Annex A Scope of Requirement and Annex F for detail of the breakdown of the timber specification, including the planking plan and relevant schedule to the project.

## 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" & "Contracts Finder" means the electronic platform in which Tenders are submitted to the National Museum of the Royal Navy;
- 1.1.7 "ITT Documentation" means this ITT and any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access by the National Museum of the Royal Navy, for the purposes of responding to this ITT;
- 1.1.8 "ITT Material" means any other material (including patterns and samples), equipment or software, in any medium or form issued to you, or to which you have been granted access, by the National Museum of the Royal Navy for the purposes of responding to this ITT;
- 1.1.9 The "NMRN" shall mean the National Museum of the Royal Navy;

- 1.1.10 “Schedule of Requirements” means that part of the Contract which identifies, either directly or by reference, the Supplier Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Supplier Deliverable;
- 1.1.11 The “Statement of Requirement” 226813 means that part of the Contract which details the technical requirements and acceptance criteria of the Supplier Deliverables;
- 1.1.12 A ‘Sub-Contractor’ means any party engaged or intended to be engaged by the Supplier at any level of sub-contracting to provide Supplier Deliverables for the purpose of performing this Contract;
- 1.1.13 A “Sub-Contracting Arrangement” means a group of economic operators who have come together specifically for the purpose of bidding for this Contract, where one of their number will be the party to the Contract with the National Museum of the Royal Navy, the remaining members of that group being Sub-Tenderer’s to the lead economic operator;
- 1.1.14 A “Tender” is the offer that you are making to the National Museum of the Royal Navy;
- 1.1.15 “Tenderer” means the economic operator submitting a response to this Invitation to Tender. Where “you” is used this means an action on you the Tenderer;
- 1.1.16 A “Third Party” is any person (including a natural person, corporate or unincorporated body (whether or not having separate legal personality)), other than the National Museum of the Royal Navy, the Tenderer or their respective employees.

## 1.2 Purpose

- 1.2.1 The purpose of this ITT is to invite you to submit a Tender, in accordance with the instructions set out in this ITT, to propose a solution and best price to meet the National Museum of the Royal Navy’s (NMRN’s) requirement.
- 1.2.2 This documentation explains and sets out the:
- a. timetable for the next stages of the procurement;
  - b. instructions, conditions and processes that governs this competition;
  - c. information you must include in your Tender and the required format;
  - d. arrangements for the receipt and evaluation of Tenders;
  - e. criteria and methodology for the evaluation of Tenders; and
  - f. Contract Terms & Conditions.
- 1.2.3 The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance and/or precedence.
- 1.2.4 This requirement was advertised by the NMRN on MyTenders and Contracts Finder Gov.UK dated 15.07.2022 under the following reference 226813.

1.2.5 This ITT is subject to the Public Contract Regulations.

1.2.5 This ITT has been advertised on the 'MyTenders' & Contracts Finder Gov.UK Portal under the Open procedure.

### 1.3 ITT Documentation and Material

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

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

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

### 1.4 Tender Expenses

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

## **1.5 Material Change of Control (For PQQ Tenders Only)**

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

- 1.6.1 This contract will be awarded using a Framework Agreement, which will be implemented with the winning Tenderers. The Framework Agreement that is for the HMS Victory Timber Supply is detailed in Annex C and Appendix 1 of Annex C.

## **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 & Selection Questionnaire	19 <sup>th</sup> July 2022
2	Dialogue Meetings Relating to Tender Process (by request only)	1st-4 <sup>th</sup> August 2022
3	Final date for Clarification Questions/Requests for additional information	18 <sup>th</sup> August 2022
4	Deadline for return of tenders	Midday 23 <sup>rd</sup> August 2022
5	Desktop Evaluation of tenders	Week Commencing 29 <sup>th</sup> August
6	Award notice issues	Week Commencing 29 <sup>th</sup> August
7	Commencement of contract <i>(After mandatory 10-day standstill)</i>	Week Commencing 12 <sup>th</sup> September

#### 2.2 Clarification Questions

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

## 2.3 Submission of Tender Documents

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

**Date: Tuesday 23<sup>rd</sup> August 2022**

**Time: 1200 Midday**

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

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

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

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

## 2.4 Sufficiency of Tender

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

## 2.5 Form of Tender

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

## 2.6 Amendments to the tender documents by NMRN

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

## 2.7 Questions/Clarifications Arising during the Tender Process

- 2.7.1 In the event that you have any queries in relation to the Contract, you should submit a clarification request to [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) at the first instance.

## 2.8 Extension of Tender Response Period

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

## 2.9 Acceptance of Tenders

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

## 2.10 Collusive Tendering

### 2.10.1 Any Tenderer who:

- a. makes an arrangement with any other person to refrain from tendering or sets or adjusts the amount of his / her tender, or
- b. makes an offer or makes payment or other consideration or inducement directly or indirectly to any person in relation to any other tender or proposed tender for the Services, or
- c. communicates either the amount or approximate amount of his / her tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance) to any person other than the National Museum in the formal tender submission,

will be liable to disqualification without prejudice to any civil or criminal liability that such conduct may attract.

## Section 3

### Instructions on Preparing and Submitting Tenders

#### 3.1 Construction of Tenders

- 3.1.1 Your Tender must be written in English, using Arial font size 11.
- 3.1.2 Prices must be in **£GBP** ex VAT. A price breakdown must be included in the Tender in line with the pricing documents.
- 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 in full electronically to the NMRN Tender Inbox for [tenders@nmrn.org.uk](mailto:tenders@nmrn.org.uk) **22<sup>nd</sup> August 2022 by Midday (1200)**. The NMRN reserves the right to reject any Tender received after the stated date and time. Hard copy, paper or delivered digital Tenders (e.g. email, DVD) are no longer required and will not be accepted by the NMRN. Tenderers are required to submit an electronic online Tender response to ITT 226813.
- 3.3.2 You must provide to NMRN Tenders (1) priced copy of your Tender. Both copies should be clearly labelled and easily identifiable. You must ensure that there are no prices present in your unpriced copy. The NMRN has the right to request, at its discretion, that any pricing information found in the unpriced copy is redacted in accordance with paragraph 3.3.3.
- 3.3.3 The NMRN may, in its own absolute discretion allow the Tenderer to rectify any irregularities identified in the Tender by the NMRN or provide clarification after the Tender return date. For example, this may include, but is not limited to, redacting pricing information in the unpriced copy of the tender, rectifying, or providing clarification in relation to a corrupt or blank document. Tenderers will be provided with instructions via the inform on how they can correct such irregularities which must be completed by the deadline set. The NMRN will cross reference the amended Tender with the original Tender submitted to the NMRN Tenders Inbxx 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 NMRN's Tenders Inbox. You must contact the NMRN Procurement Team ([procurement@nmrn.org.uk](mailto:procurement@nmrn.org.uk)) to discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the NMRN.

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

### 3.4 Variant Bids

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

### 3.5 Confidentiality

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

### 3.6 Conflict of Interest

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

### 3.7 Consortia

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

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

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

## Section 4

### Tender Assessment and Evaluation

#### 5.1 Evaluation of Tenders (Compliance)

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

**Stage 1: Receipt and Opening** - Tenders will be downloaded from the NMRN Tenders Inbox on the Closing Date.



**Stage 2: Compliance Check**

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



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



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



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

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

#### 5.2 Evaluation of Tenders (Selection)

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

Section		Scoring
1	<b>Supplier Information</b> 1.1 Potential supplier information 1.2 Bidding model 1.3 Contact detail and declaration	Required Data
2	<b>Grounds for mandatory exclusion</b>	Pass / Fail
3	<b>Grounds For Discretionary Rejection</b>	Pass / Fail
4	<b>Economic and Financial Standing</b>	Pass / Fail

5	Group financial information	Pass / Fail
6	Technical and Professional Ability	Pass / Fail
7	Modern Slavery Act 2015	Pass / Fail
8.1	Insurance	Pass / Fail
8.2	Health and Safety	Pass / Fail
8.3	Compliance with equality legislation	Pass / Fail
8.4	Information Security	Pass / Fail
8.5	Quality Management	Pass / Fail
8.6	Business Continuity / Disaster Recovery	Pass / Fail
8.7	Environmental Management	Pass / Fail
8.8	Credit Rating	Pass / Fail
8.9	<del>Construction Industry Scheme (CIS)</del> <del>Not applicable to this contract</del>	Pass / Fail
8.10	Sustainable Timber 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.
- 5.2.3 Please note that the NMRN may require clarification of the answers provided or ask for additional information.
- 5.2.4 The response should be submitted by an individual of the organisation, company or partnership who has the authority to answer on behalf of that organisation, company or partnership.
- 5.2.5 Should the response be found to be erroneous or in any other way incorrect, the NMRN reserves the right to disqualify the candidate from the tender.
- 5.2.6 Each of the above Selection stage aspects will be evaluated separately, with a mark of Pass or Fail. Tenderers will be required to pass all aspects in order to achieve an overall Pass for the Selection stage and therefore have their tender further assessed in the final evaluation phase which covers price.

### 5.3 Evaluation of Tenders (Award)

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

Criteria	Weighting	Demonstrated by
Quality including Methodology and Approach	[80]%	<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>For example, 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	[20]%	<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> $20\% \times \frac{(\text{lowest price of all Tenderers})}{\text{Tendered price}}$

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 and Clarification Questions

- 5.4.1 Tender Dialogue Meetings. The NMRN may grant (by request only) dialogue meetings with suppliers if further assistance is required relating to questions to the tender process. These must be sent to [tenders@nmrn.org.uk](mailto:tenders@nmrn.org.uk), as it may form part of the clarifications process.
- 5.4.2 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 detailed 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 & Form of Tender
- 2) Annex E - Certificate of Non-Collusion
- 3) Annex F Planking Schedule with Pricing Included

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 are to 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 are to describe the resources that they will be deploying on this contract if they are successful, stating whether any staff resources are currently in place or will require to be recruited. They should also give indications as to the background and knowledge of key personnel who will be deployed in the delivery of this contract.

6.3.2 Explain any sub-contract arrangements that you will depend on to deliver the contract and explaining how you will manage this/these relationships with other stakeholders (if any). Any Lead Times between award of Contract and start of Services should be highlighted.

## Section 7

### Terms and Conditions of Tender

#### 1 INTRODUCTION

##### 1.1 Invitation to Tender

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

The National Museum of the Royal Navy (“NMRN”) invites tenders for HMS Victory Timber Supply Framework.

##### 1.2 Requirements

Details of the requirements are included in Annex A and Annex F Planking Schedule. 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/>]. Particularly handling heavy and large sizes of timber in length, width and weight during delivery to the NMRN.

##### 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 HMSV Framework Agreement Appendix 1** By submitting a tender response, you are agreeing to be bound by the terms of this ITT and the Framework Agreement Contract without further negotiation or amendment.

1.4.2 The Contract awarded will be for the Framework Agreement during the tendering process with an option for an extension detailed within the agreement 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 Annexes. 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 seek to appoint suppliers to the Framework Agreement based upon demonstrating being 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 Annex B- 'Tender Evaluation'. It will be evaluated for each Lot.

### 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 Annex D Section 1 and these Tender Conditions.

## 2.7 Rejection of Tender Responses

- 2.7.1 A tender response or any other document requested by the NMRN may be rejected which:
- (a) contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format of the tender documentation provided;
  - (b) contains handwritten amendments which have not been initialled by the authorised signatory;
  - (c) does not reflect and confirm full and unconditional compliance with all of the documents issued by the NMRN forming part of the ITT;
  - (d) contains any caveats or any other statements or assumptions qualifying the tender response that are not capable of evaluation in accordance with the evaluation model or requiring changes to any documents issued by the NMRN in any way;

- (e) is not submitted in a manner consistent with the provisions set out in this ITT;
- (f) contains information which is inconsistent with answers already given in the pre-qualification questionnaire completed as part of this Procurement Process or;
- (g) is received after the Tender Response Deadline.

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

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

## 2.8 Disqualification of Tender Responses

2.8.1 If you breach these Tender Conditions, if there are any errors, omissions or material adverse changes relating to any information supplied by you at any stage in this Procurement Process, if any other circumstances set out in this ITT, and/or in any supporting documents, entitling the NMRN to reject a tender response apply and/or if you or your appointed advisers attempt:

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

- (g) to inappropriately influence this Procurement Process;
- (h) to fix or set the price for goods or services;
- (i) offers any inducement, fee or reward to any elected member or officer of the NMRN or any person acting as an adviser to the NMRN in connection with this procurement process or does anything which would constitute a breach of the Bribery Act 2010 (or any replacement law) in relation to this Procurement Process; or
- (j) to obtain information from any of the employees, agents or advisors of the NMRN concerning this Procurement Process (other than as set out in these Tender Conditions) or from another potential supplier or another tender response,

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

## 2.9 Consortium members and Sub-contractors

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

## 2.10 Non-Collusion

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

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

## 2.11 Bidding Costs

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

## 2.12 Rights to Cancel or Vary the Procurement Process

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

## 2.13 Publicity

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

## 2.14 Conflicts of Interest

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

## 2.15 Liability

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

## 2.16 Jurisdiction

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

## 3 MANDATORY REQUIREMENTS

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

## 4 CONFIDENTIALITY

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

in accordance with the provisions of this ITT.

- 4.8 Tender responses are also submitted on the condition that the appointed supplier will only process personal data (as may be defined under any relevant data protection laws) that it gains access to in performance of this Contract in accordance with the NMRN 's instructions and will not use such personal data for any other purpose. The contracted supplier will undertake to process any personal data on the NMRN's behalf in accordance with the relevant provisions of any relevant data protection laws and to ensure all consents required under such laws are obtained.
- 4.9 By participating in this procurement process, Tenderers understand and agree (and shall procure that all others whose information is supplied to support their response agree) that the NMRN is permitted to disclose all information submitted to it to its elected members as well as the United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in the United Kingdom and their Ministers, servants, agents and advisers.

## Contents of Annex Documents & Relevant Documents

### Annex Documents

#### For Reference/Guidance

- Annex A- Scope of Work Diagram
- Annex B- Tender Evaluation Information
- Annex C- About the Framework
- Annex C Appendix 1- HMSV Framework Agreement

*(This is for reference only- as will form the final contract post-award)*

#### To be Completed and Returned.

- Annex D- Tender Submission Forms
- Annex E- Certificate for Non-Collusion
- Annex F- Planking Schedule v1.0