



Invitation to Tender (ITT)

Professional Services Brief:

HMS Caroline Graphic Novel Project

First Issued:

## Contents

<b>1. Summary Instructions and Details of Contract</b>	<b>3</b>
<b>2. Company Overview</b>	<b>4</b>
<b>3. Project Introduction &amp; Overview</b>	<b>4</b>
<b>4. Tender Process (“Procurement Process”)</b>	<b>5</b>
4.1 Applying before the Submission Deadline	5
4.2. Instructions for Submitting Tenders	6
4.3. Clarification Requests	6
4.4. Evaluation Criteria	7
<b>Annex 1 - Tender Specification</b>	<b>10</b>
1. Scope of Work	10
2. Deliverables	10
<b>Annex 2 – Supplier Response</b>	<b>12</b>
<b>Annex 3 – Pricing Approach</b>	<b>14</b>
<b>Annex 4 – Tender Conditions &amp; Contractual Requirements</b>	<b>16</b>
<b>Annex 5 - T&amp;Cs (Separate Document)</b>	

## 1. Summary Instructions and Details of Contract

SUBJECT	DETAILS
<b>Contract Description</b>	The National Museum of the Royal Navy (NMRN) wishes to appoint an experienced organisation/individual to work with the Museum's Curatorial and Learning and Engagement staff to design and deliver a creative media schools' project linked to the collections of HMS Caroline. (For Specification on the Scope of Work and Deliverables see Annex 1)
<b>Programme</b>	To be completed as part of the Heritage Lottery Fund (HLF) funded Activity Plan for HMS Caroline.
<b>NMRN Contact during tender period</b>	Clarifications and enquiries during the tender process can be sent to <a href="mailto:HST.procurement@nmrn.org.uk">HST.procurement@nmrn.org.uk</a> . Please note that this email address is different to the submission email.
<b>Date of Tender Return</b>	Wednesday 25 <sup>th</sup> April 2018, 12 noon Tender's must be submitted to <a href="mailto:tenders@nmrn.org.uk">tenders@nmrn.org.uk</a>
<b>Content for Submission</b>	Content requirements for tender returns are listed in Annex 2 of this ITT.
<b>Last date for Clarifications</b>	Wednesday 18 <sup>th</sup> April 2018
<b>Annexes</b>	<b>Annex 1 – Tender Specification</b> <b>Annex 2 – Supplier Response Documents</b> <b>Annex 3 – Pricing Approach</b> <b>Annex 4 – Tender Conditions &amp; Contractual Requirements</b> <b>Annex 5 – Terms and Conditions of Contract (separate document)</b>

## 2. Company Overview

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

## 3. Project Introduction & Overview

- 3.1. HMS Caroline is a historic ship dating back to the First World War. HMS Caroline served as part of the Royal Navy's Fleet during the War years and saw action at the Battle of Jutland in 1916. Post-War the ship spent time in the East Indies on ambassadorial duties before coming to Belfast in the 1920s. During her time in Belfast HMS Caroline was both a training ship for the Royal Naval Volunteer Reserves and later the Royal Naval Reserves. On the outbreak of WWII in 1939 HMS Caroline became a depot ship to an anti-submarine striking force of patrol vessels. With the fall of France in 1940 this force was reinforced and soon increased to 70 vessels. Caroline provided signal and cypher facilities to her attached light craft and as the war developed Belfast soon came to play a vital part in the Battle of the Atlantic.

In 1943, Caroline became the strategic operations base for a force of Destroyers and Corvettes protecting convoys in the North Atlantic. Operations were planned and conducted directly from Caroline where a total six escort groups, each composed of six frigates, were controlled.

At the end of WWII Caroline was once again paid off into the Ulster Division of the Royal Navy reserve until 2009. At the time of her decommissioning in 2011 she was the second-oldest ship in Royal Navy service.

The National Museum of the Royal Navy (NMRN) and the Department of the Economy (previously named Department of Enterprise Trade and Investment) in Northern Ireland have worked as partners to restore and interpret HMS Caroline, a lone survivor and living legend. With the help of a grant of £11.5m from the Heritage Lottery Fund (HLF) the ship opened to all for the first time in June 2016. The ship now operates as museum in Belfast's Titanic's Quarter. The interior of HMS Caroline has been restored to tell the story of life at sea during the First World War for the crew that served aboard. Alongside historic spaces, interactive areas and accessible archives tell HMS Caroline's story.

Delivery of projects and resources that support outcomes such as widening access, learning, skills development and enabling heritage to be better explained and interpreted are core to the HLF funded HMS Caroline Activity Plan. A range of audiences are to be engaged, from formal and informal learners to family audiences and identified 'hard to reach' communities.

- 3.2 In accordance with this, the NMRN wishes to develop and deliver a creative media project aimed at Key Stage Three level students. The project will include working with learning and curatorial staff to design and deliver the following project components:
- Delivery of two practical workshops for 30 – 50 school students, from communities within Northern Ireland, at Key Stage Three level, focussing on digital technology skills and how graphic novels/comics can be used to explore and make historical themes accessible. The sessions will be themed around two areas of the HMS Caroline's history. These have been pre-selected as the experiences of a First World War Irish Sailor who served on HMS Caroline at the Battle of Jutland (31<sup>st</sup> May 1916) and a Second World War Wren attached to HMS Caroline in Belfast. The workshop sessions will introduce digital technology and the use of graphic novels/comics to make historical events accessible to diverse audiences and learners.

- Work with HMS Caroline's Curator and Learning and Engagement team to research the two identified historical areas outlined using the collections and archives of HMS Caroline and identify content for the workshops.
- Storyboarding and scripting writing to transform the research, historical narratives identified and ideas generated in the schools workshops into content for an HMS Caroline graphic novel.
- Production of artwork for graphic novel.
- Design of graphic novel and print (2,000 copies).
- Work closely with HMS Caroline's Learning and Engagement Team to create a Key Stage Three learning resource, linked to the requirements of the Northern Ireland Curriculum, for use by schools in the classroom in conjunction with the graphic novel.

3.3 The purpose and scope of this ITT and its supporting documents is to explain in further detail the requirements of the NMRN and the procurement process for submitting a tender proposal.

## 4. Tender Process (“Procurement Process”)

This section explains the Procurement Process for tenderers before the submission deadline and the evaluation of tenders after submission. Further information on Tender Conditions & Contractual Requirements are found in Annex 4 and must be read before submission.

### 4.1 Applying before the Submission Deadline

#### 4.1.1 Work Specification

The National Museum of the Royal Navy (NMRN) wishes to appoint an experienced organisation/individual to work with the Museum's Curatorial and Learning and Engagement staff to design and deliver a creative media schools' project linked to the collections of HMS Caroline. For a full, detailed specification of the services required refer to Annex 1.

#### 4.1.2 Key background documents

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

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

- Requirements of outcomes attached to HLF funding and outcomes attached to Post-Primary School engagement as outlined in the HMS Caroline Activity Plan

#### 4.1.3 Timescales

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

Activity	Date / time
Issue of Contract Notice / availability of ITT documents	Monday 26 <sup>th</sup> , March 2018, 17:00
Deadline for clarification questions (Clarification Deadline)	Wednesday 18 <sup>th</sup> April 2018, 12:00
Deadline for submission of ITT responses by potential suppliers (Tender Response Deadline)	Wednesday 25 <sup>th</sup> April 2018, 12:00
Award decision standstill letters issued	Wednesday 26 <sup>th</sup> April 2018
Contract concluded with winning supplier	Tuesday 8 <sup>th</sup> 2018
Contract start date	Wednesday 9 <sup>th</sup> April 2018



## **4.2. Instructions for Submitting Tenders**

- 4.2.1 The documents that must be submitted to form your tender response are listed in Annex 2 (Supplier Response) to this ITT.
- 4.2.2 Tender submissions must be sent to [tenders@nmrn.org.uk](mailto:tenders@nmrn.org.uk) before the submission deadline.
- 4.2.3 The following requirements should be complied with when submitting your response to this ITT:
- Please ensure that you send your submission in good time to prevent issues with technology – late tender responses may be rejected by the NMRN.
  - Please ensure that information provided as part of your response is of sufficient quality and detail that an informed assessment of it can be made by the NMRN.
  - Do not submit any additional supporting documentation with your ITT response except where specifically requested to do so as part of this ITT. PDF, JPG, PPT, Word and Excel formats can be used for any additional supporting documentation (other formats should not be used without the prior written approval of the NMRN).
  - All attachments/supporting documentation should be provided separately to your main tender response and clearly labelled to make it clear as to which part of your tender response it relates.
  - If you submit a generic policy / document you must indicate the page and paragraph reference that is relevant to a particular part of your tender response.
  - Unless otherwise stated as part of this ITT or its Annexes, all tender responses should be in the format of the relevant NMRN requirement with your response to that requirement inserted underneath.
  - Where supporting evidence is requested as 'or equivalent' – you must demonstrate such equivalence as part of your tender response.
  - Any deliberate alteration of an NMRN requirement as part of your tender response will invalidate your tender response to that requirement and for evaluation purposes you shall be deemed not to have responded to that particular requirement.
  - Responses should be concise, unambiguous, and should directly address the requirement stated.
  - Your tender responses to the tender requirements and pricing will be incorporated into the Contract, as appropriate.

## **4.3. Clarification Requests**

- 4.3.1 All clarification requests should be submitted to [HST.Procurement@NMRN.org.uk](mailto:HST.Procurement@NMRN.org.uk) by the Clarification Deadline, as set out in the Timescales section of this ITT. The NMRN is under no obligation to respond to clarification requests received after the Clarification Deadline.
- 4.3.2 Any clarification requests should clearly reference the appropriate paragraph in the ITT documentation and, to the extent possible, should be aggregated rather than sent individually.

4.3.3 The NMRN reserves the right to issue any clarification request made by you, and the response, to all potential suppliers unless you expressly require it to be kept confidential at the time the request is made. If the NMRN considers the contents of the request not to be confidential, it will inform you and you will have the opportunity to withdraw the clarification query prior to the NMRN responding to all potential suppliers.

4.3.4 The NMRN may at any time request further information from potential suppliers to verify or clarify any aspects of their tender response or other information they may have provided. Should you not provide supplementary information or clarifications to the NMRN by any deadline notified to you, your tender response may be rejected in full and you may be disqualified from this Procurement Process.

#### 4.4. Evaluation Criteria

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

**Stage 1:** Tender responses will be checked to ensure that they have been completed correctly and all necessary information has been provided. Tender responses correctly completed with all relevant information being provided will proceed to Stage 2. Any tender responses not correctly completed in accordance with the requirements of this ITT and/or containing omissions may be rejected at this point. Where a tender response is rejected at this point it will automatically be disqualified and will not be further evaluated.

**Stage 2:** If a bidder succeeds in passing Stage 1 of the evaluation, then it will have its detailed tender response to the NMRN's requirements evaluated in accordance with the evaluation methodology set out below.

4.4.2 Award Criteria – Responses from potential suppliers will be assessed to determine the most economically advantageous tender using the following criteria and weightings and will be assessed entirely on your response submitted:

Criteria	Weighting
Quality of Method & Approach	60%
Commercial/ Value for Money	40%

4.4.3 Scoring Model – Tender responses will be subject to an initial review at the start of Stage 2 of the evaluation process. Any tender responses not meeting mandatory requirements or constraints (if any) will be rejected in full at this point and will not be assessed or scored further. Tender responses not so rejected will be scored by an evaluation panel appointed by the NMRN for all criteria other than Commercial using the following scoring model:

Points	Interpretation
0	<p>Very Poor (does not meet any of the requirement) or Very High/Extreme Risk</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>

<b>1</b>	<p>Poor (meets some of the requirement) or Above Average/High Risk</p> <p>The response meets elements of the requirement but gives concern in a number of significant areas. There are reservations because of one or all of the following:</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>
<b>4</b>	<p>Fair (meets most, but not all the requirement) or Average Risk</p> <p>The response meets most of the requirement, but there is a least one significant issue of concern or several smaller issues. These would require some further clarification or attention later in the procurement process and may arise through lack of demonstrated capability and/or appropriate evidence. The response therefore shows:</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>
<b>7</b>	<p>Good (meets the requirement) or Low Risk</p> <p>The response broadly meets what is expected for the criteria. There are no significant areas of concern, although there might be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows:</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>
<b>9</b>	<p>Very Good (exceeds the requirement) or Very Low Risk</p> <p>The response exceeds what is expected for the criteria. Leave no doubt as to the capability and commitment to deliver what is required. The response therefore shows:</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>

#### 4.4.4 Quality & Method of Approach Evaluation 60%

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

Criteria	Weighting %
Previous experience of developing successful creative media projects, specifically digital technology and graphic novels and the processes involved from storyboarding and artwork to design and print, with museums or heritage sites.	20
Demonstrable working knowledge of Key Stage 3 level students in Northern Ireland, the Key Stage 3 curriculum in Northern Ireland, the creation of resources to support post-primary learning, and knowledge of socio-political issues in Northern Ireland that may affect young	20



people/students from diverse and polarised communities within Northern Ireland.	
Methodology	10
Track record of conducting collections-based research and interpretation for the purposes of creative engagement.	10
<b>Total</b>	<b>60%</b>

4.4.4 Commercial Evaluation 40% – Your “Overall Price” (as calculated in accordance with requirements of Annex 2 (Pricing Approach) for the goods and/or services will be evaluated by the evaluation panel for the purposes of the commercial evaluation. Prices must not be subject to any pricing assumptions, qualifications or indexation not provided for explicitly by the NMRN as part of the pricing approach. In the event that any prices are expressed as being subject to any pricing assumptions, qualifications or indexation not provided for by the NMRN as part of the pricing approach, the NMRN may reject the full tender response at this point. The NMRN may also reject any tender response where the Overall Price for the goods and/or services is considered by the NMRN to be abnormally low following the relevant processes set out under the EU procurement rules. A maximum offer score will be awarded to the tender response offering the lowest “Overall Price”.

4.4.5 Moderation and application of weightings – The evaluation panel appointed for this procurement will meet to agree and moderate scores for each award criteria. Final scores in terms of a percentage of the overall tender score will be obtained by applying the relevant weighting factors set out as part of the award criteria table above. The percentage scores for each award criteria will be amalgamated to give a percentage score out of 100.

4.4.6 Interview – Following the desktop assessment, NMRN reserves the right to interview selected candidates only. Interviews will be used to clarify and validate information received in the tender submission and scores may be adjusted accordingly. Interviews will not be scored in their own right.

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

## Annex 1 - Tender Specification

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

### 1. Scope of Work

#### 1) Develop and deliver a creative media school's project at HMS Caroline.

Drawing upon the existing Activity Plan and the generic outcomes noted in the Brief at 3.1 it is envisaged this project will have the following core elements:

- Engagement and 2 x workshop facilitation with school students at Key Stage Three Level in Northern Ireland focussing on digital technology skills and graphic novels.
- Collections-based research in coordination with HMS Caroline's Curator and Learning and Engagement teams.
- Scriptwriting and storyboarding content for an HMS Caroline graphic novel
- Production of artwork.
- Design and print of graphic novel (approx. 2,000 copies).
- Production of supporting Key Stage Three schools' resource to support the graphic novel in coordination with HMS Caroline's Learning and Engagement Team.

In line with the 'hard to reach' audiences and communities outlined in the HLF Activity Plan, the project will involve students from 'traditionally Nationalist communities' in Northern Ireland.

#### 2) Next Steps

The completion of the project, launch and publicising of the graphic novel and learning resource will be discussed to link to the centenary of Armistice Day in November 2018.

#### 3) Ongoing Involvement

There may be potential for future digital skills workshops with Key Stage Three students based on the content of the graphic novel, when the project is complete, however, for the purposes of this tender please quote only the workshops outlined above.

### 2. Deliverables

#### 1) Workshops

- Should be appropriate for the Key Stage Three age group and Northern Ireland curriculum.
- Be underpinned by HLF-identified generic outcomes as outlined in section 3.1 of the Brief.
- Identify any further learning and social GLOs

#### Graphic Novel

- Should be underpinned by rigorous research into HMS Caroline archives and collections-supported by HMS Caroline's Curator.
- Content should draw upon the real and actual experiences of the identified individuals connected to HMS Caroline (as outlined in 3.1 of the Brief) alongside the themes of interest identified by participating students.

#### Key Stage Three Learning Resource

- Developed in coordination with HMS Caroline's Learning and Engagement team.
- Clearly establish a link to key cross-curricular areas/themes relevant to the Northern Ireland curriculum at Key Stage Three Level and incorporate activities for using the Graphic Novel in the classroom.

- Support the content of the graphic novel with background information on the two individuals and their experiences as well as suggested activities for the classroom.
- Underpinned by aims and objectives/GLOs it will support (what we specifically want people to experience, learn, feel and do as a result of engagement etc.).

## 2) *Ongoing Involvement*

A plan to launch and publicise the production of the graphic novel and learning resource.

## 3. Additional Requirements

The organisation/individual should have:

- A proven track record of developing creative media projects (specifically focused in digital skills and graphic novels) for museums or heritage sites.
- Considerable experience of working with Key Stage Three students, knowledge of the Northern Irish Curriculum at this level and of socio-political issues in Northern Ireland that may affect young people/students from diverse and polarised communities within Northern Ireland
- Experience of working closely alongside client teams (curatorial, learning and conservation staff) to deliver a well coordinated and outstanding final product.
- Demonstrable experience of conducting historical collections and/or archive based research to inform creative engagement/programming.

Budget:

- The budget for this project is approximately £11, 500 (excluding VAT and including expenses).

Programme

- It is anticipated that the workshop components be completed by end of May/beginning of June 2018.
- Further research and production of the graphic novel and learning resource will be complete by end of October 2018.

## Annex 2 – Supplier Response

### Part 1: Checklist

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

Ref	Content	Ref	Detail	✓
1	Details of tendering organisation	1.1	Name of company	<input type="checkbox"/>
		1.2	Legal status (e.g. limited company, partnership, etc.)	<input type="checkbox"/>
		1.3	Company registration number (if applicable)	<input type="checkbox"/>
		1.4	Office Address	<input type="checkbox"/>
		1.5	Name and Contact Details of main contact for tender	<input type="checkbox"/>
		1.6	The professional skills/qualifications of people involved in the project, their specific responsibilities and any arrangements for subcontracting.	<input type="checkbox"/>
2	CVs & Qual.s	2.1	Descriptions (no more than 200 words each) of up to three projects for which you have developed a creative media project for schools. Please include names and contact details of the client lead, project manager or lead consultant to whom we may refer in connection with these projects.	<input type="checkbox"/>
		2.2	Provide a list of all other HLF-funded projects with which you have been involved stating briefly your team's role in these projects.	<input type="checkbox"/>
3	Methods	3.1	Outline your proposed methodology for delivering the work within time, quality and budget parameters. This should explain how you will work with the client in order to maximise a partnership and consultative approach to develop the right solution for this project. You may wish to outline their expectations of the client team.	<input type="checkbox"/>
4	Schedule Work Programme	4.1	Scheduled work programme (in days) for all stages of the work with milestones and dates.	<input type="checkbox"/>
5	Costs (see Annex 3 for Pricing Approach)	5.1	A breakdown of costs for the work and materials as specified in Annex 1.	<input type="checkbox"/>
		5.2	Any travel, subsistence and accommodation cost for the work proposed in Annex 1. It is acknowledged that such estimates may vary.	<input type="checkbox"/>
		5.3	Schedule of hourly rates for the proposed labour, including sub-contractors	<input type="checkbox"/>

## Part 2: Confidential/Commercially Sensitive Document Template

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

Specify the precise elements which are considered confidential and/or commercially sensitive
Why do you consider an exemption under the POIA or EIR would apply?
Specify the estimated length of time during which the exemption will apply

## Annex 3 – Pricing Approach

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

### Information

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

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

As part of this ITT the NMRN require two types of pricing proposals;

- 1) A breakdown of costs for the works specified within this ITT (see Annex 1)
- 2) A breakdown of hourly costs for the supplier and any subcontractors, including any travel, subsistence and accommodation.

### Template

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

The following is a template for the fee proposal breakdown. It is recommended that this breakdown should include reference the scheduled works programme, bringing in milestones and dates. Please note this template is a guidance document and therefore is not all encompassing. Stages and Tasks can be added or removed by tenderers where seen fit:

Item	Description	Staff Member	Days	Cost (£) (Lump Sum)	Program & Milestone
1	Stage 1 – [insert]				
1.1	[detail stage 1]		0.25	£X	Week commencing (w/c)
1.2			-		w/c -
2	Stage 2				
2.1					w/c
2.2					
2.3					
	<i>Half-way stage invoice</i>				
3	Stage 3				
3.1					w/c
3.2					
4	Stage 4				
4.1					
4.2					
5	Stage 5				
5.1					



<b>6</b>	Revisions to draft				
<b>7</b>	Publication & Printing				
<b>8</b>	Submission of final				
	<i>Final invoice</i>				
<b>TOTAL (EXC. VAT)</b>			<b>X Days</b>	<b>£X</b>	<b>w/c – w/end</b>

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

Below is a desired template of daily rate costs from the supplier and their sub-contractors:

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

## Annex 4 – Tender Conditions & Contractual Requirements

### 1. Contracting requirements

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

1.2 The appointed supplier will be expected to travel to HMS Caroline, Belfast and participating school locations.

1.3 The NMRN's contracting and commercial approach in respect of the required goods and/or services is set out at Annex 5 (Terms and Conditions of contract) ("**Contract**"). By submitting a tender response, you are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.

1.4 The Contract awarded will be for a duration as quantified by the tenderer during the tendering process with an option for an extension if the need arises and on permission by the NMRN.

1.5 In the event that you have any concerns or queries in relation to the Contract, you should submit a clarification request in accordance with the provisions of this ITT by the Clarification Deadline (as defined below in the Timescales section of this ITT). Following such clarification requests, the NMRN may issue a clarification change to the Contract that will apply to all potential suppliers submitting a tender response.

1.6 The NMRN is under no obligation to consider any clarifications / amendments to the Contract proposed following the Clarification Deadline, but before the Tender Response Deadline (as defined below in the Timescales section of this ITT). Any proposed amendments that are received from a potential supplier as part of its tender response shall entitle the NMRN to reject that tender response and to disqualify that potential supplier from this Procurement Process.

### 2. Policy Requirements

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

2.2 For the successful delivery of the work the tenderer should have an in-depth understanding of creative media engagement in relation to museum/heritage context and collections, learning and schools engagement in Northern Ireland at Key Stage Three level, digital technology, production of graphic novels.

2.3 The Copyright of any information and/or data generated by the awarded supplier as part of the works as set out in this ITT shall be considered as under the ownership of the NMRN.

### 3. General Tender Conditions ("**Tender Conditions**")

3.1 Application of these Tender Conditions – In participating in this Procurement Process and/or by submitting a tender response it will be implied that you accept and will be bound by all the provisions

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

3.2 Third party verifications – Your tender response is submitted on the basis that you consent to the NMRN carrying out all necessary actions to verify the information that you have provided, and the analysis of your tender response being undertaken by one or more third parties commissioned by the NMRN for such purposes.

3.3 Information provided to potential suppliers – Information that is supplied to potential suppliers as part of this Procurement Process is supplied in good faith. The information contained in the ITT and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue but the NMRN will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the NMRN.

3.4 Potential suppliers to make their own enquires – You are responsible for analysing and reviewing all information provided to you as part of this Procurement Process and for forming your own opinions and seeking advice as you consider appropriate. You should notify the NMRN promptly of any perceived ambiguity, inconsistency or omission in this ITT and/or any in of its associated documents and/or in any information provided to you as part of this Procurement Process.

3.5 Amendments to the ITT – At any time prior to the Tender Response Deadline, the NMRN may amend the ITT. Any such amendment shall be issued to all potential suppliers, and if appropriate to ensure potential suppliers have reasonable time in which to take such amendment into account, the Tender Response Deadline shall, at the discretion of the NMRN, be extended. Your tender response must comply with any amendment made by the NMRN in accordance with this paragraph 3.3.5 or it may be rejected.

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

3.7 Format of tender response submission – Tender responses must comprise the relevant documents specified by the NMRN completed in all areas and in the format as detailed by the NMRN in Annex 2 (Supplier Response). Any documents requested by the NMRN must be completed in full. It is, therefore, important that you read the ITT carefully before completing and submitting your tender response.

3.8 Modifications to tender response documents once submitted – You may modify your tender response prior to the Tender Response Deadline by giving written notice to the NMRN. Any modification should be clear and submitted as a complete new tender response in accordance with Annex 2 (Supplier Response) and these Tender Conditions.

3.9 Rejection of tender responses or other documents – A tender response or any other document requested by the NMRN may be rejected which:

- contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format of the tender documentation provided;
- contains hand written amendments which have not been initialled by the authorised signatory;

- does not reflect and confirm full and unconditional compliance with all of the documents issued by the NMRN forming part of the ITT;
- contains any caveats or any other statements or assumptions qualifying the tender response that are not capable of evaluation in accordance with the evaluation model or requiring changes to any documents issued by the NMRN in any way;
- is not submitted in a manner consistent with the provisions set out in this ITT;
- contains information which is inconsistent with answers already given in the pre-qualification questionnaire completed as part of this Procurement Process or;
- is received after the Tender Response Deadline.

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

- to inappropriately influence this Procurement Process;
- to fix or set the price for goods or services;
- to enter into an arrangement with any other party that such party shall refrain from submitting a tender response;
- to enter into any arrangement with any other party (other than another party that forms part of your consortium bid or is your proposed sub-contractor) as to the prices submitted;
- to collude in any other way;
- to engage in direct or indirect bribery or canvassing by you or your appointed advisers in relation to this Procurement Process; or
- to obtain information from any of the employees, agents or advisors of the NMRN concerning this Procurement Process (other than as set out in these Tender Conditions) or from another potential supplier or another tender response,

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

3.11 Tender costs – You are responsible for obtaining all information necessary for preparation of your tender response and for all costs and expenses incurred in preparation of the tender response. Subject to the “Liability” Tender Condition below, you accept by your participation in this procurement, including without limitation the submission of a tender response that you will not be entitled to claim from the NMRN any costs, expenses or liabilities that you may incur in tendering for this procurement irrespective of whether or not your tender response is successful.

3.12 Rights to cancel or vary this Procurement Process - By issuing this ITT, entering into clarification communications with potential suppliers or by having any other form of communication with

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

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

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

#### **4. Mandatory Requirements / Constraints**

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

#### **5 Confidentiality and Information Governance**

5.1 All information supplied to you by the NMRN, including this ITT and all other documents relating to this Procurement Process, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to your professional advisers, consortium members and/or sub-contractors strictly for the purposes only of helping you to participate in this Procurement Process and/or prepare your tender response) unless the information is already in the public domain or is required to be disclosed under any applicable laws.

5.2 You shall not disclose, copy or reproduce any of the information supplied to you as part of this Procurement Process other than for the purposes of preparing and submitting a tender response. There must be no publicity by you regarding the Procurement Process or the future award of any contract unless the NMRN has given express written consent to the relevant communication.

5.3 This ITT and its accompanying documents shall remain the property of the NMRN and must be returned on demand.

5.4 The NMRN reserves the right to disclose all documents relating to this Procurement Process, including without limitation your tender response, to any employee, third party agent, adviser or other third party involved in the procurement in support of, and/or in collaboration with, the NMRN. The NMRN further reserves the right to publish the Contract once awarded and/or disclose information in connection with supplier performance under the Contract in accordance with any public sector transparency policies (as referred to below). By participating in this Procurement Process, you agree to such disclosure and/or publication by the NMRN in accordance with such rights reserved by it under this paragraph.

5.5 The use of blanket protective markings of whole documents such as “commercial in confidence” will not be sufficient. By participating in this Procurement Process you agree that the NMRN should not and will not be bound by any such markings.

5.6 In addition, marking any material as “confidential” or “commercially sensitive” or equivalent should not be taken to mean that the NMRN accepts any duty of confidentiality by virtue of such marking. You accept that the decision as to which information will be disclosed is reserved to the NMRN, notwithstanding any consultation with you or any designation of information as confidential or commercially sensitive or equivalent you may have made. You agree, by participating further in this Procurement Process and/or submitting your tender response, that all information is provided to the NMRN on the basis that it may be used by the NMRN in accordance with the provisions of this ITT.

5.7 Tender responses are also submitted on the condition that the appointed supplier will only process personal data (as may be defined under any relevant data protection laws) that it gains access to in performance of this Contract in accordance with the NMRN’s instructions and will not use such personal data for any other purpose. The contracted supplier will undertake to process any personal data on the NMRN’s behalf in accordance with the relevant provisions of any relevant data protection laws and to ensure all consents required under such laws are obtained.

## **6. Tender Validity**

6.1 Your tender response must remain open for acceptance by the NMRN for a period of ninety days from the Tender Response Deadline. A tender response not valid for this period may be rejected by the NMRN;

## **7. Payment and Invoicing**

7.1 The NMRN will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the Contract. Suppliers to the NMRN must ensure comparable payment provisions apply to the payment of their sub-contractors and the sub-contractors of their sub-contractors. General requirements for an invoice for the NMRN include:

- A description of the good/services supplied is included.
- The NMRN’s reference number/Purchase Order number is included.
- The address must reflect that supplied on the NMRN Purchase Order.