

CONTROLLED DOCUMENT STATUS

CLIENT			National Museum of the Royal Navy			
PROJECT TITLE			HMS Warrior			
SUBJECT			De-Risking Works			
DOCUMENT TITLE			Invitation to Tender			
DOCUMENT REF			2210-BRL-01-XX-RP-C-0001			
REVISION RECORD						
REV	STATUS	DATE	SUMMARY OF CHANGES	PREP	CHK	APP
P01	S3 – Suitable for Review and Comment	15/07/24	–	KB	MT	JM
T01	Suitable for Tender	22/07/24	Updated following Client Comments	MT	MT	JM

CONTENTS

1	INTRODUCTION	1
1.1	The Project	1
1.2	Site Location	1
1.3	Key Dates	2
1.4	Tender Documents	2
1.5	Disclaimer	3
2	TENDERING INSTRUCTIONS.....	5
2.1	General.....	5
2.2	Procurement	5
2.3	Tender Return	5
2.4	Bill of Quantities.....	6
2.5	Tender Queries.....	7
2.6	Acceptance.....	7
2.7	Alternatives.....	7
2.8	Value Added Tax	8
2.9	Tender Sum.....	8
2.10	Health and Safety	9
2.11	Confidentiality	9
2.12	Insurance.....	9
2.13	Discrepancies	9
2.14	Errors and Omissions in Information provided by the Employer	10
2.15	Interpretation	10
2.16	Contamination and Pollution.....	10
2.17	Commissioning and Performance Testing.....	11
2.18	Errors in Tender.....	11
2.19	Data for the Short Schedule of Cost Components.....	11
2.20	Award Criteria.....	12
3	TENDER SITE VISIT	14
3.1	General.....	14

1 INTRODUCTION

1.1 The Project

- 1.1.1 The National Museum of the Royal Navy (NMRN) intends to employ a Contractor to perform the remedial works on the historic vessel HMS Warrior which is currently used as a public museum.
- 1.1.2 HMS Warrior was the largest and most powerful warship of its day and is now under guardianship of the NMRN. The ship is docked at Portsmouth's historic dockyard where the ship welcomes visitors all year round.
- 1.1.3 The scope of works is focused on the areas of the ship in the most advanced stages of degradation and, therefore, present the most significant risk to the structural integrity of the vessel. The works are spread out over five years, starting with the areas of the most degradation, mainly the stern and the double bottom.
- 1.1.4 For full description of works see Full RIBA 4 Specification Document no. 2210-BRL-01-XX-RP-C-0001.

1.2 Site Location

- 1.2.1 HMS Warrior is currently being kept in Portsmouth Historic Dockyard.
- 1.2.2 The address of the site is:
- Victory Gate, Portsmouth, PO1 3QX

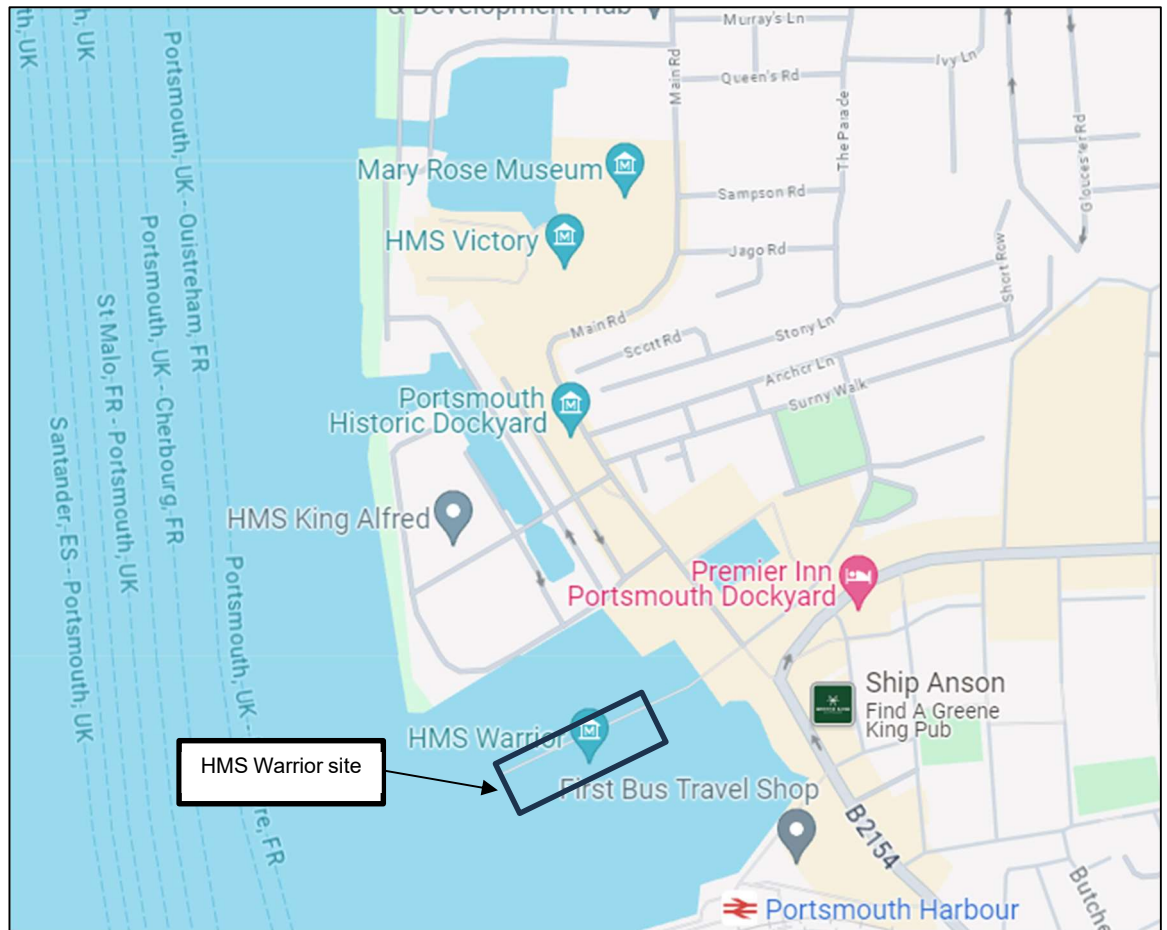


Figure 1.1: Location of Project

1.3 Key Dates

1.3.1 Tenderers shall submit a programme as defined in the Works Specification with their tender to demonstrate completion of the works in line with the following key dates:

- Tender Submission: Friday 30th August 2024
- Contract Award: Friday 13th September 2024
- Delivery of Works: Monday 30th September 2024

1.4 Tender Documents

1.4.1 The Invitation to Tender includes this document and any other information made available to potential Tenderers by The National Museum of the Royal Navy or their professional advisors. The documents included within the Invitation to Tender are:

- 2338-BRL-02-XX-RP-N-0001 T01 Invitation to Tender P01 (this document);
- 2338-BRL-02-XX-SP-N-0001 T01 RIBA 4 - Work Specification;
- 2338-BRL-02-XX-RP-N-0002 T01 Pre-Construction Information
- 2338-BRL-01-XX-CA-N-0001 T01 Bill of Quantities;
- HMS Warrior Safety Induction CDM project;
- A tender information pack containing relevant reports and drawings.

1.5 Disclaimer

- 1.5.1 While the information contained in the Invitation to Tender has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. Neither NMRN or any of their advisors accepts any responsibility or liability (other than in respect of fraudulent misrepresentation) in relation to its adequacy, accuracy or completeness, nor do they make any representation or warranty, express or implied, with respect to the information contained in the Invitation to Tender or on which the Invitation to Tender is based. Any liability (other than in respect of fraudulent misrepresentation) on the part of NMRN or any of its subsidiaries or their advisors in respect of the Invitation to Tender is hereby expressly disclaimed.
- 1.5.2 The Invitation to Tender does not constitute an offer or an invitation to enter into a Contract, nor does it grant its recipients exclusivity, nor shall its issuance give rise to any legal relations. The Invitation to Tender does not and is not intended to form the basis of any Contract and should not be relied upon in relation to any Contract or commitment. Only the express provisions of any Contract in relation to the Project, if and when it is executed, shall have any legal effect.
- 1.5.3 Nothing in the Invitation to Tender is, or should be relied upon as, a promise or representation as to NMRN's ultimate decision in relation to the Project, which will depend in part on the outcome of the Tender process. NMRN reserves the right to change any aspect or part of the Project and the basis of, and the procedures for, the procurement process. NMRN also reserves the right to reject any or all Tenders for the Project, not to accept the lowest, the most economically

advantageous or any Tender and to withdraw from the Tender Process at any time for any reason without prior notice to Tenderers and under no circumstances shall NMRN or any of its subsidiaries or any of its advisers incur any liability (including, without limitation, any liability in respect of any costs or expenses of any Tenderers) in respect thereof.

- 1.5.4 By accepting the Invitation to Tender, the Tenderer agrees to be bound by the conditions set out in this disclaimer and elsewhere in the Invitation to Tender.

2 TENDERING INSTRUCTIONS

2.1 General

- 2.1.1 Tenders shall be submitted in accordance with the following instructions. Any tender submitted which is not compliant with these instructions may be rejected by the *Project Manager*, whose decision in the matter will be final.

2.2 Procurement

- 2.2.1 The contract is let on the NEC4 Engineering and Construction Contract Option B: Priced contract with bill of quantities.

2.3 Tender Return

- 2.3.1 The completed tender and accompanying documents shall be submitted not later than 23:59pm on Friday 30th August 2024 to:

Email: tenders@nrmn.org.uk

CC: John.monasta@beckettrankine.com

mark.thomas@beckettrankine.com

andrew.baines@nrmn.org.uk

stephen.prowse@btinternet.com

- 2.3.2 Tenderers shall NOT submit a hard copy. Only an electronic version will be required.
- 2.3.3 Tenders must not be accompanied by any covering letter or any statements that could be construed as rendering the Tender equivocal. Only Tenders submitted without qualification, strictly in accordance with these Tender documents (or as subsequently amended) will be accepted for consideration. The *Project Manager's* decision on whether or not a Tender is acceptable will be final.

2.3.4 Tenderers shall tender for the whole of the works as required by these Tender Documents. The Tenderer's Prices are to include for any fluctuations in the cost of wages, components, materials, or other matters over the course of the contract.

2.3.5 As a minimum, the Tenderer's return shall include:

- Contract Data, including Data for the Short Schedule of Cost Components;
- Completed, dated, and signed Tenderer's Offer;
- A fully completed Bill of Quantities;
- An indicative Method Statement for the works;
- An example Risk Assessment for the works;
- Programme for the works;
- Detailed CV's of the proposed key personnel;
- Example of previous experience working on Projects of similar technical complexity and scale.
- Insurance details;
- All other items as requested within the Works Specification.

2.4 Bill of Quantities

2.4.1 The Tenderer's return shall include a fully completed Bill of Quantities, fully detailed for the first year (package) of works. Additional prices shall be provided for the subsequent packages; these prices shall be budget prices only. The budget prices shall be revised following the first works package. Costs and revisions shall be based on the Data for the Short Schedule of Cost Components provided by the *Contractor*. The budget prices shall be used to re-evaluate the work packages and programme. Following the tender process, the order of the works may be amended through discussions with the *Contractor* and the *Project Manager*. This should be considered during the tender submission

2.4.2 Tender assessments shall be based on the price returned for the first works package and the rates provided by the *Contractor*.

2.5 Tender Queries

- 2.5.1 Any query in connection with the tender is to be submitted in writing, by email, not later than 3 days before the date fixed for delivery of tenders. Tender queries are to be made out to:

Email: tenders@nrmn.org.uk

CC: John.monasta@becketttrankine.com

mark.thomas@becketttrankine.com

andrew.baines@nrmn.org.uk

stephen.prowse@btinternet.com

2.6 Acceptance

- 2.6.1 The tenderer shall note that the tender is to remain open for a period of 90 days from the date of return. The Employer is not bound to accept the lowest or any tender and will not be responsible for any expenses incurred by the tenderer in the preparation of this tender.

2.7 Alternatives

- 2.7.1 The tenderer is invited to propose alternative proposals for construction methods, materials, and other relevant items. The tenderer shall demonstrate with their submission that any of these proposed alternatives are at least equal in quality and performance to the works as specified in the Tender Documents.
- 2.7.2 Any alternative proposals made in tender submissions shall be clearly documented. If the alternative proposal is made with a cost saving over the works specified in these Tender Documents, then the cost implication should be clearly stated.

2.8 Value Added Tax

- 2.8.1 All prices submitted shall be exclusive of Value Added Tax (VAT)

2.9 Tender Sum

- 2.9.1 The Tender Sum shall be deemed to include for all expenses of or in connection with:
- The provision of all necessary labour, materials, fuel, consumable stores, tools, plant, equipment, transport and other incidental works and services necessary for the proper execution of the Works.
 - The payment of all due taxes (excluding VAT), royalties and commissions which are payable in respect of items which are not the subject of prime cost or provisional sums included in the Tender.
 - The tenderer's establishment charges, overhead charges and profit.
 - All insurances required under the Contract by the Employer.
 - Protection of the work during execution until completion of the Works.
 - The cost of all the drawings, manuals, and samples.
- 2.9.2 The tenderer shall provide rates for the provision, erection, and maintenance of scaffolding.
- 2.9.3 The tenderer must make provision for any necessary working outside its normal working hours at night or at weekends or public holidays to complete the Works within the required timescales.
- 2.9.4 It will be assumed that the tenderer will have satisfied themselves on all matters affecting the execution of the contract and accordingly no claims for additional costs because of a lack of site knowledge or operating constraints will be accepted.

2.10 Health and Safety

- 2.10.1 The relevant statutory provisions in relation to health and safety and the Construction (Design and Management) Regulations 2015 or latest version shall be complied with. Roles are described in the Works Specification.
- 2.10.2 Tenderers shall submit details of their health and safety systems with their Tender, describing the organisation and resources which the Tenderer proposes and undertakes to provide to safeguard the health and safety of operatives, including those of Sub-Contractors, and of any person who may be affected by the works. Information to be provided shall include but not necessarily be limited to a copy of the *Contractor's* health and safety policy, including risk assessment procedures.

2.11 Confidentiality

- 2.11.1 The Tenderer shall treat the details of this Tender as confidential and shall only disclose the information contained herein where necessary for the preparation of the Tender and shall extend this requirement for confidentiality to its supply chain.

2.12 Insurance

- 2.12.1 The Tenderer shall submit details of the terms of any insurance proposed or already held and required by these tender documents.

2.13 Discrepancies

- 2.13.1 Where a discrepancy exists between any parts of the Tender Documents or where the interpretation of any part is in doubt, the Tenderer shall obtain written clarification before submitting the Tender.
- 2.13.2 The Employer will decide the correct interpretation of the Tender Document and confirm the decision in writing to the Tenderers. Any such clarification prior to the submission of the Tender shall form part of the Contract Documents.

2.13.3 The tenderer should exercise the following hierarchy of options when pricing the works:

- Consult drawings and photographs from site.
- Check existing reports containing information about the area of concern.
- Carry out an on-site survey of the area of concern.

2.14 Errors and Omissions in Information provided by the Employer

2.14.1 Unless otherwise agreed in writing with the Employer, or unless information has been expressly warranted by the Employer, the tenderer shall take whatever measures it considers necessary to satisfy itself as to the sufficiency and accuracy of any information provided to it by the Employer whether provided gratuitously or in pursuance of the Employer's contractual or statutory obligations.

2.14.2 Unless otherwise expressly stated in writing the Employer does not warrant that any information provided to the tenderers either during the Tendering process, or during the performance of the Contract, given for any purpose including but not limited to its obligations under the CDM Regulations, is sufficient for the tenderer's needs or is accurate.

2.15 Interpretation

2.15.1 Where there is any doubt in the mind of the Tenderer as to the meaning of any portion of these documents, the particulars of such doubts shall be submitted in writing as soon as possible in order that the doubt may be removed prior to the submission of the Tender.

2.16 Contamination and Pollution

2.16.1 The successful Tenderer shall comply, at their own expense, with the duty of care applicable to the carrying, importing, treating, keeping, and disposing of waste (including toxic and hazardous waste) as required by the Works Specification and current Environmental Legislation. If a Waste Management Licence or

Authorisation is required from the 'Environment Agency,' or its successors, or a local authority, the responsibility for obtaining such licence rests with the successful Tenderer.

2.17 Commissioning and Performance Testing

- 2.17.1 If the tender includes supervision of testing and commissioning by the Tenderer, details of proposed testing and commissioning personnel shall be provided with the Tender submission.

2.18 Errors in Tender

- 2.18.1 The tender is submitted on the basis of the rates and prices quoted and these should not therefore be altered. Any arithmetical errors found will be corrected and a revised total calculated with the unit rates remaining unaltered. Tenderers will be notified of any errors and asked either to confirm the revised total or withdraw their tender. If significant errors in pricing, arithmetic or other details are discovered the tender may be rejected.
- 2.18.2 The word 'nil' shall be deemed to have been entered against any item where the tenderer has left the rate or price column blank. It will be assumed that "blanks," "included," "nil" etc. means that the tenderer considers that money for that item has been allowed for elsewhere within their tender.

2.19 Data for the Short Schedule of Cost Components

- 2.19.1 As part of the *Contractor's* tender submission the *Contractor* shall fill in the Data for the Short Schedule of Cost Components. This shall include all items of People, Equipment, Plant and Materials, Subcontractors, Charges, Manufacture and fabrication, Design, and Insurance which sum to the price for the works.
- 2.19.2 The Short Schedule of Cost Components shall be used for evaluating the value of Compensation Events.
- 2.19.3 The Short Schedule of Cost Components shall be used for both increases and decreases in the scope of works. For reduction in the scope the total Defined

Cost will be reduced. As per the contract the defined cost will be reduced by the assessed value multiplied by the value engineering percentage.

2.19.4 The Short Schedule of Cost Components is on page 18-19 of the Contract Data.

2.20 Award Criteria

2.20.1 Tender submissions will be evaluated both qualitatively and commercially including the consideration of:

- Information required for tender return.
- Technical merit
- Risk of museum closure to the public
- Engagement with public
- Experience with similar projects.
- Experience with historic vessels.
- Methodology
- Programme
- Price

2.20.2 The consequences of impacting operation of the ship as a museum are considerable and therefore significant weight will be placed on a robust approach to avoiding and where not possible, reducing the risk of such impacts occurring. The weighting for quality in the overall scoring reflects this importance.

2.20.3 Marks will be awarded for both the quality of the submission 60/100 and price 40/100.

2.20.4 The quality marks will be based on the following criteria and scores:

Criterion	Maximum Score	Notes
Previous Experience	30 / 100	A minimum of three previous examples of work performed by the Tenderer on project of similar scale and/or complexity, relating to ship repair, heritage build or heritage restoration. Tenderer CVs will also be used to score the Tender returns against this criterion
Indicative Method Statement for the works	20 / 100	Tenderer to provide an indicative method statement for the works that should include key stages, plant, and material to be used, key risks and opportunities, and discussion of how the works will be managed within an open and publicly accessible museum environment.
Programme of Works	10 / 100	A complete programme of works to be used as the foundation for the contract award and delivery of the scope.

3 TENDER SITE VISIT

3.1 General

3.1.1 A pre-award site visit is encouraged but is at the sole discretion of the tenderer. Tenderers will not be penalised for not visiting the site. However, tenderers will be marked down when unnecessary assumptions or exclusions are stated on the grounds that no site visit was undertaken if the information is provided within the tender package.

3.1.2 The tenderer is invited to visit the site before submitting their Tender and is assumed to have made themselves fully acquainted with all aspects of site conditions including but not necessarily limited to:

- Means of access;
- Security obligations and restrictions;
- Availability of services;
- Site hazards;
- Operating constraints including opening hours;
- Site safety rules;
- Nature and extent of adjacent structures;
- Local traffic and access restrictions.

Arrangement for access to the site must be made by prior appointment Stephen Prowse – claire.baverstock@NMRN.org.uk