



INTERNATIONAL  
**SLAVERY**  
MUSEUM

Lady Lever  
ART GALLERY

Merseyside  
**maritime**  
museum

Museum of  
**Liverpool**

**SUDLEY**  
**HOUSE**

UK BORDER  
AGENCY  
NATIONAL MUSEUM

**Walker**  
Art Gallery

**World**  
**Museum**

**NATIONAL MUSEUMS  
LIVERPOOL**

MUSEUM OF LIVERPOOL –  
LITTLE LIVERPOOL  
GALLERY

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**Date: 08/08/19**

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# **1 Introduction**

## **1.1 Company Background**

National Museums Liverpool (NML) is one of the world's leading museum organisations. NML currently comprises eight museums in and around Merseyside. Entry to all our venues is free, with circa 3 million visitors per year. We hold in trust and safeguard some of the world's greatest museum collections, which are universal in their range – everything from archaeology and ethnology, natural and physical sciences, fine and decorative arts, maritime, social and industrial history. We are core-funded by central UK government, and we are the only national museum service in England based wholly outside London, so we have a unique fourfold role – we are the main museum service for Liverpool and Merseyside; the largest cultural organisation in the North West of England; and we operate at both national and international levels.

Having played a pivotal role in the cultural, educational and economic life of Liverpool and the North West for more than 150 years, our success can be measured in terms of how well we combine this local and regional role with our national and international responsibilities.

Our mission is to be the world's leading example of an inclusive museum service. We believe in the concept of social justice; we are funded by the public and in return we strive to provide an excellent service to the whole of the public. We believe in the power of museums to change people's lives. We work hard to be a free museum service and focus our venues, exhibitions and education resources to reach out, and to represent the diverse needs of our local communities.

National Museums and Galleries on Merseyside was established as a national museum as an incorporated Trustee Body by the Merseyside Museums and Galleries Order 1986, because of the outstanding quality of its collections. In 2003 the name was changed to National Museums Liverpool. Our origins go back to 1851 and the founding of Liverpool Museum. NML is an exempt charity by virtue of Schedule 3 to the Charities Act 2011.

NML has status as a Non Departmental Public Body (NDPB) sponsored by the Department for Culture, Media and Sport (DCMS). The DCMS became the principal regulator of NML on 1 June 2010 and provides the majority of its revenue funding.

## **1.2 Project Background**

The project is to undertake essential repair and refurbishment works to the Little Liverpool Gallery at the Museum of Liverpool. On completion of the museum in 2008 the gallery has been used daily by groups of children to explore and interact with various networks and interactive displays to learn and discover more on the history of Liverpool.

Due to the ongoing use and following on from general maintenance works the gallery now requires repair and refurbishment works to be carried out to the original networks and interactive displays to prevent them going into further disrepair and to enhance the gallery. Replacement of the defective flooring throughout and essential repair works to network displays and interactives.

### **1.3 High Level Overview of Requirements**

Bidders are asked to submit a formal tender for the **"Museum of Liverpool – Little Liverpool Gallery Refurbishment"**.

A full refurbishment package of works to all existing perimeter networks including essential repair works to interactives throughout the gallery space. Full replacement of the existing vinyl floor covering to be replaced with new non-slip vinyl floor coverings. Installation of new and upgrade to existing AV and IT equipment throughout the gallery to enhance the visitor's experiences on gallery.

## **2 Tender Instructions**

### **2.1 Introduction**

Tendering is required by NMLs procurement processes that ensure that NML is adhering to Managing Public Money guidelines. The Bidder is requested to propose a solution that will meet the current and future requirements of NML, as detailed within this tender pack.

### **2.2 General**

NML reserves the right, without prior notice, to change, modify, or withdraw the basis of its request and/or to reject all proposals and terminate negotiations at any time. In no circumstance will NML incur any liability in respect of time, effort or costs incurred in regard to either discussions, meetings or time spent in respect of reviewing and/or responding to this document or any subsequent material.

This tender is not a purchase order or an offer to contract and does not constitute an offer capable of acceptance. This tender does not commit NML or any official of it to any specific course of action. The issue of this tender does not bind NML or any official of it to accept any proposal, in whole, or in part, whether it includes the lowest priced proposal, nor does it bind any officials of NML to provide any explanation or reason for its' decision to accept or reject any proposal. Moreover, while it is the intention of NML to enter contract negotiations with the selected bidder, the fact that NML has given acceptance to a specific Bidder does not bind it or any official of it in any manner to the bidder. Acceptance of a proposal neither commits NML to award a contract to any bidder, even if all requirements stated in this tender are satisfied, nor does it limit NML's right to negotiate in their best interest. NML reserves the right to contract with a bidder for reasons other than the lowest price. Contract award will be post the tender process and may be awarded without discussions or negotiations

The bidder shall be deemed to have examined before the submission of their bid submission, all the provisions in this tender as well as regulations and other information relevant to your bid submission, and to have fully considered the risks, contingencies, and other circumstances, which could affect the bid submission. The bidder shall be responsible for obtaining all information by the making of reasonable and prudent inquiries and, by prior arrangement.

By submitting a bid submission the bidder represents that it has read and understood the tender. The bidder will consider the contents of any submitted bid submission as an offer to contract.

Any attempt by bidders or their advisors to influence the contract award process in any way may result in the bidder being disqualified. Specifically, bidders shall not directly or indirectly, at any time:

- Revise or amend the content of their tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner or bidder;
- Enter into any agreement or arrangement with any other person as to the form or content of any other tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other tender;
- Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a tender;
- Canvass NML or any employees or agents of NML in relation to this procurement; or

- Attempt to obtain information from any of the employees or agents of NML or its advisors concerning another bidder or tender; or
- Offer, pay, promise to pay, or authorize the giving of any financial or other benefit to any person for the purpose of obtaining an improper advantage, or otherwise conduct themselves in a manner contrary to any anti-bribery or anti-money laundering legislation and/or regulations in the broadest sense (whether issued by the EU, the US, the UN or any other body) or any other such rule or legislation that may apply from time to time.

Bidders are responsible for ensuring that no conflicts of interest exist between the bidder and its advisors, and NML and its advisors and Partners.

NML also reserves the right to cease discussions with any bidder from the date of submission of bidder tender.

Failure to meet a qualification or requirement in this tender will not necessarily subject a proposal to disqualification but may do so.

### **2.3 Confidentiality and Non-Disclosure**

The information contained in this tender (or accumulated through other written or verbal communication) is confidential. It is for proposal purposes only and is not to be disclosed or used for any other purpose.

Information received by NML in this tender will be held in strict confidence and will not be disclosed to any party, other than within NML and their engaged consultants if appropriate, without the express written consent of the bidder.

NML undertakes not to publicise any information obtained during this tender process, either generally or to any other bidders involved in the tender. Additionally, there will be no obligation on the part of NML to share any of the results or conclusions of the tender process with any bidder.

As a responder to this tender, you are reminded of the need for confidentiality and the need not to divulge your actual or intended tender price or an approximation of that price to any other person or body until we notify you that the contract has been awarded.

### **2.4 Accuracy of information and liability of NML**

The information contained in this tender has been prepared by NML in good faith but does not purport to be comprehensive or to have been independently verified. NML does not accept any liability or responsibility for the adequacy, accuracy, or completeness of, or make any representation or warranty (express or implied) with respect to the information contained in the tender, or with respect to any written or oral information made or to be made available to any bidder or its professional advisors and any liability therefore is hereby expressly disclaimed.

Bidders considering entering into a contractual relationship with NML should make their own enquiries and investigations of NML's requirements. The subject matter of this tender shall only have contractual effect when it is contained in the express terms of an executed agreement.

Nothing in this tender is, or should be, relied upon as a promise or representation as to the future, and NML does not undertake to provide bidders with access to any additional information, or to update the information in this tender, or to correct any inaccuracies that may become apparent. NML reserves the right, without prior notice,

to change the procedures outlined in this tender or to terminate discussions and the delivery of information at any time before entering into an agreement.

Should there be any obvious typographical errors or misunderstandings in the tender documentation then clarification should be sought. However, if the response is found to misrepresent facts, the documents will be deemed void. In the case where the error or misrepresentation is not discovered until after the contract is awarded, we reserve the right to determine the contract and costs incurred by us as a result of the determination shall be recoverable from the bidder under the contract.

## **2.5 Cost of Preparation**

NML will not accept any liability or responsibility for any costs incurred by the bidder in preparing this tender document or any associated work effort.

## **2.6 Oral Agreement or Arrangements**

Any alleged oral agreements or arrangements made by the bidder with any NML agent or employee will be disregarded in any proposal evaluation or associated award.

## **2.7 Independent Price Determinations**

The bidder shall warrant, represent, and certify that the following requirements have been met in connection with their proposal for this tender:

- The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organisation or with any competitor;
- Unless otherwise required by law, the pricing proposed has not been knowingly disclosed by the bidder on a prior basis directly or indirectly to any other organisation or to any competitor; and no attempt has been made, or will be made, by the proposed to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

## **2.8 Payments Against a Contract Award**

Under no circumstances shall the successful bidder begin to perform under the contract prior to the effective date of the contract. NML shall assume no liability for payment of services under the terms of the contract until the successful bidder is notified that the contract has been agreed by both parties.

## **2.9 Bidder Misrepresentation or Default**

NML may reject the proposal and void any award resulting from this tender to a bidder who makes any material misrepresentation in their proposal or other submittal in connection with this tender.

## **2.10 Amendments to the Tender**

NML reserves the right to issue amendments or modifications to this tender during the tender stage. These will be amended on the procurement portal where the tender was originally advertised and bids will be assumed to take account of any such modifications and amendments.

## **2.11 Responding to the Tender**

In responding to this tender, the bidder you specifically agrees to the following:

Having examined all parts of the tender that the supply of the Goods and/or Services to NML will be at the rates/prices as provided. All prices must be quoted on the basis indicated in the accompanying documents, except where the bidder proposes



alternative priced procedures, and should **exclude VAT**. Discounts for prompt payment should be stated. The basis of the price shall be inclusive of all costs and delivery to NML.

That any contract whatsoever that may result from this tender shall be subject to the laws of England and Wales as interpreted in an English Court.

The prices quoted and all other information supplied in this tender are valid and open to acceptance by NML for a period three calendar months from the tender return date specified in the tender

The essence of competitive tendering is that NML shall receive bona fide competitive tenders from all companies tendering. In recognition of this principle, any response is declared to be a bona fide tender, intended to be competitive and that the bidder (or representatives) have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person.

The bidder declares that you have not done and undertake that you will not do any of the following acts:-

- communicate with a person, other than the person calling for this tender, the amount or approximate amount of the proposed tender.
- enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted.
- offer to pay or give, or agree to pay or give, any sum of money 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 tender or proposed tender for the requirement any act or thing of the sort described above.

### 3 Tender Timing, Scoring and Process

#### 3.1 Questions and Additional Information

Formal queries concerning the content of this tender and the bidder's submission should be submitted in writing by e-mail to Ian Lindsay ([Ian.Lindsay@liverpoolmuseums.org.uk](mailto:Ian.Lindsay@liverpoolmuseums.org.uk)) with the subject title "Museum of Liverpool – Little Liverpool Gallery Tender".

Where questions are raised by bidders and answers given clarify NMLs requirements for the tender, then these questions and answers may be shared with other bidders responding to this tender.

Queries must not be directed through any other employee, contractor or consultant who is engaged as part of the tender working party.

#### 3.2 Site Visits

It is advised that bidders visit the site, we would designate a day for all selected tender applicants to visit if required. This will ensure that all parties get the same information and opportunity. This would be arranged as per the dates in section 3.3 below. Please contact [philw@cunliffes.com](mailto:philw@cunliffes.com)

#### 3.3 Target Timetable

The target timetable for this project is shown in the table below but bidders must be aware that whilst every effort will be made to meet these dates, the timetable may change for operational reasons

Step	Task	Date
1.	Tender issued	02/09/19
2.	Site visit (if required)	TBC and Requested
3.	Deadline for clarification questions	20/09/19
4..	Responses to clarification questions issued	25/09/19
5.	<b>Deadline for Bid Submission</b>	30/09/19
6	Evaluation of the Tender Responses commences	30/09/19
7.	Clarification meetings if required	TBC
8.	Notification to unsuccessful Bidder	14/10/19
9.	Provisional notification to Successful Bidder	14/10/19
10.	Order Placed & contracts signed	23/10/19
11.	Installation complete	13/12/19

Note – all deadlines are at Noon on that business day.

#### 3.4 Timing and Delivery

The bidder must provide a full submission by email. Bids should be in Microsoft Word, Excel or PDF format. The submission must include a copy of "Appendix A - Form of Tender".

The submission must be made to [Tenders@liverpoolmuseums.org.uk](mailto:Tenders@liverpoolmuseums.org.uk). To ensure that your submission is successful you should ensure that each email is less than 8Mb.

Emails should be titled “Museum of Liverpool – Little Liverpool Gallery Tender”. If multiple emails are sent the header should indicate they are “Part x of xx”.

Bid submissions must be received no later than **Noon on 30<sup>th</sup> September 2019**. Any response received after this date and time may be discounted from further consideration. Any requirement that the bidder might have for proof of delivery is at the bidder’s discretion and cost.

No bid submission will be opened until the deadline of **Noon on 30<sup>th</sup> September 2019**.

To enable an efficient and fair evaluation process this process must be strictly adhered to. If a bidder does not comply with the requirements contained in this Section, NML may (in its sole discretion) disqualify the bidder from the competition.

### 3.5 Compliance

The bid submissions will be checked initially for compliance with this tender and for completeness. Responses that are not substantially complete and/or compliant will be rejected.

The compliance criteria are as follows:

Tender documentation received by specified deadline

All relevant questions answered

All relevant information provided

Compliance with any specified timescales

Signed Form of Tender

Signed Acknowledgement of NML Procurement Protocol form

Signed completion of Health & Safety forms (if applicable)

### 3.6 Evaluation

Bid submissions that pass the compliance checks will then be evaluated against the criteria specified below. During the evaluation period, NML reserves the right to call for further information from

The bid submissions will be evaluated according to the following criteria, to determine the highest scoring responses. :

Criteria	Element of Evaluation	Max Score Available
Quality		
	Ability to deliver to programme timescales (Detailed programme must be submitted)	20
	Previous experience of similar works/projects	20
	References – evidence of supply and installation of a similar solution within the last 12 months	5
	Resource schedule for works and details regards coordination/management of work on site	15

Cost		
	Tender Cost	40
	<b>Total</b>	<b>100</b>
	<b>Minimum Quality Score threshold (60%)</b>	<b>20</b>

Only information provided as a direct response to this tender will be evaluated. Information and detail which forms part of general company literature or promotional brochures etc. will not form part of the evaluation process. Supplementary documentation may be attached where you have been directed to do so. All sections must be answered unless advised otherwise.

**In order to protect the quality of any procurement, any tender response that scores below the minimum quality score threshold will not be considered.**

### **3.7 Bidder Interviews**

Following the deadline for bid submission, NML will evaluate and score each bidder's submission against the evaluation criteria. Bidders may be invited to attend an interview to discuss the content of their written bid. A maximum of 6 bidders will be invited to interviews. Any bidder with a submission score greater than 20% behind the highest score will not be interviewed.

The post tender interviews will be held on dates that will be agreed following on from the tender return date. Notification will be sent to those bidders invited to interview.

## **4 Bid Requirements**

### **4.1 Introduction**

This section provides bidders with details of the form and content of bids that are invited and sets out the procedural requirements with which bidders must comply when submitting bids in order for their bids to be considered by NML. The process is intended to:

- assist NML in choosing the most economically advantageous bid;
- make clear the requirements with which bidders must comply and the basis on which the bids will be evaluated; and
- maintain competition throughout.

If a bidder does not comply with the requirements contained in this Section, NML may (in its sole discretion) disqualify the Bidder from the competition. Bids should be as concise as possible, whilst providing sufficient information to enable NML to evaluate bids in accordance with this tender.

The bidder is required to prepare the proposal and pricing based on the requirements specification detailed in section 5 of this document. Any assumptions that the bidder makes must be clearly stated in the appropriate section.

The costs must be fully itemised and transparent.

If the bidder has additional information that is directly relevant to the stated requirements but not explicitly requested, this may be added to the end of the most appropriate section under the heading “Additional Information” or referenced out to appendices.

Failure to return all of the requested documentation may result in your tender not being considered further.

This document details baseline requirements for the solution. This is not meant to be an exhaustive list of requirements but it will however serve to identify suitable solutions and bidders. NML reserves the right to modify its requirements at any time.

### **4.2 Management Summary**

The bidder must provide a concise management summary of their offering, including the following:

- a) A brief overview of the proposed solution including reference to any partners and third parties.
- b) Reasons why NML should choose the proposed bidder and solution.
- c) Summary of the bidder’s commercial offer.

### **4.3 Company Background**

#### **4.3.1 Company Details**

The bidder must provide the following information:

- a) The registered name and address of the company
- b) Details of any holding companies
- c) The date the company was established

- d) The main activities of the company
- e) The proportion of the total business accounted for by the proposed services
- f) The number and location of offices, identifying the main functions of each
- g) Insurance details (Professional Indemnity cover, Employers Liability cover, IPR cover)
- h) Company accreditations (professional body accreditations and trade body accreditations but excluding awards)
- i) Certifications and last audit dates, e.g. ISO9000 / 9001
- j) An organisation chart that highlights those functions that would be involved in the delivery and subsequent support of the proposed services
- k) The quality assurance mechanisms employed by the bidder
- l) Describe any recent mergers or acquisitions
- m) Detail any significant partnerships that will be used to deliver the proposed services. Detail the specific nature of each partnership and describe the commercial and contractual implications

#### **4.3.2 Financial Information**

The bidder must provide audited accounts for the last three financial years. If the organisation has not been in existence for three years then supply all available accounts.

#### **4.3.3 Third Party Services**

The bidder must provide the following information for each of the proposed third parties / sub-contractors that may form part of the proposed solution to this tender:

- a) Service
- b) Supplying bidder name
- c) Product name / version
- d) List of relevant clients where the bidder has provided that service

#### **4.3.4 Relevant Experience & Performance**

The bidder must provide evidence of previous experience in relation to expertise required and performance in completing past projects to the required standards.

As part of the selection process NML will require to contact existing customers of the bidder for similar solutions. The bidder must select 2 reference clients and provide the following contact information:

- a) Client name and address
- b) Description of solution provided
- c) Key contact name, title, and contact information
- d) Length of the supply relationship
- e) Relevance to this tender
- f) Size and duration of project
- g) Role of the tenderer
- h) Performance, in relation to time, budget, claims, project management and value of the solution.

NML undertakes not to contact any reference company without arranging such contact via the bidder's Account Manager first.

#### **4.4 NML Security and Health & Safety requirements**

As part of the selection process NML will require potential bidders to agree to NML's security and Health and Safety requirements. Please review the enclosed documents:

- i) Appendix B – NML Supplemental conditions
- ii) Appendix C – NML Safety Guidelines for Contractors
- iii) Appendix D – NML H&S Questionnaire

Please complete and return the NML H& S Questionnaire with your submission.

#### **4.5 NML Procurement Protocol**

As part of the NML Procurement protocol and procedures, NML expect suppliers to uphold similar business standards, particularly in relation to sustainability, ethics and the Modern Slavery Act. NML will require potential bidders to agree to NML's Procurement Protocol and their agreement to uphold those values. Please review the enclosed document:

- i) Appendix E – NML Procurement Protocol

Please complete and return the NML Procurement Protocol Supplier Agreement.

#### **4.6 Timetable**

Construction of the build on site will commence on 14<sup>th</sup> October 2019

Please note that the project must be completed by 17<sup>th</sup> November 2019.

Bidders should present a detailed timetable for planning, installation and completion for the project as a whole, indicating how this date will be achieved.

#### **4.7 Contractual Considerations**

The bidder must provide a copy of their standard Terms and Conditions for the proposed services.

#### **4.7 Form of Agreement**

The winning bidder shall be appointed using the JCT Intermediate Build Contract 2016 with Contractors Design. Copy of this form of contract is included with this tender. (Appendix F to follow). The Prelim's document included as part of the tender package set out the relevant clauses and requirements that will form the overall contract documents.

#### **4.8 Costs**

A full breakdown of all costs is to be provided. One off costs and continuing running costs should be clearly distinguished. Please provide details of any potential extra costs.

Cost breakdown should include the following as a minimum:

As an exempt charity and an educational institution funded by government (DCMS). NML generally qualifies for academia, educational or charity pricing schemes offered by many bidders and manufacturers and this must be taken into account when tendering.

We would look for a phased payment schedule across the lifetime of the schedule, with minimal upfront payment. We would expect each phased payment to be invoiced with accompanying evidence of work completed and time spent.

#### **4.9 Summary of Documents to be returned as part of Submission**

Bidders are required to provide the following completed documents as part of their tender return, if a bidder fails to return the below items the tender submission will be considered invalid:

- i) Form of Tender
- ii) Pricing document - Cost breakdown
- iii) Management summary answers (section 4.2)
- iv) All requirements referenced in point 4.3
- v) Confirmation of Delivery dates/Programme
- vi) Detailed specification of proposed solution (Setworks and Interactives)
- vii) Acknowledgement of NML Procurement Protocol form
- viii) Standard Terms & Conditions
- ix) Signed NML H&S Questionnaire
- x) Responses to Appendix B – Requirements Detail
- xi) Answers to all points raised in sections 5.2, 5.3, 5.4,**



## **5 Requirements Specification**

### **5.1 Requirements Detail**

We require repair and refurbishment works to be carried out to the existing network structures and interactives throughout the gallery space all as detailed in the schedule of works. These will include minor repair works to full replacement of items within the gallery. This is all to enhance the overall experience of the gallery and to bring defective items back into use.

Full replacement of the existing vinyl flooring to provide a safe and defective free floor space. Through the whole of the gallery.

Enhancement of the existing and to provide new AV and IT infrastructure throughout the gallery space to update existing interactives and future proof the gallery space.

### **5.2 Requirements Description**

NML requires the tender submission to detail a solution to the works to the networks and interactives as detailed in the schedule of works.

NML will require any solution to have a degree of flexibility and be adaptable in accordance with our changing environment.

This document details baseline requirements for the new system. This is not meant to be an exhaustive list of requirements but it will however serve to identify suitable solutions and bidders. NML reserves the right to modify its requirements at any time.

### **5.3 Detailed specification of requirements**

A comprehensive functional requirement is specified in Appendix B - Requirements Detail.

The bidder **MUST** indicate compliancy against each requirement. All non-compliant responses should describe the reason(s) why and how the bidder proposes to meet or partially meet the requirement.

Further information on how the proposed solution meets the requirement can be added in the Notes field.

### **5.4 Implementation / Installation**

NML expects the installation of the equipment to cause minimum disruption or disturbance in the venues. NML would expect the system to be fully installed, tested and operational in order to minimise the disruption.

NML expects the implementation of the solution to be fully project managed, ensuring that the required delivery dates are met.

NML also expect the implementation to include the appropriate levels of on-site presence to ensure smooth delivery of key stages, specifically go-live.