



National Museum of the Royal Navy
HM Naval Base (PP66)
Portsmouth
PO1 3NH
United Kingdom

THE NATIONAL MUSEUM OF THE ROYAL NAVY – SOUVENIR GUIDE BOOK TENDER: 3 YEAR CONTRACT

Dear Sir/Madam

The National Museum of the Royal Navy invites you to tender for the above project.

The estimated value for this competition is below the EU Procurement Threshold; therefore the Public Contracts Regulations 2006 do not apply.

Tenderers should read the 'Instructions to Tenderers' carefully and ensure that sufficient time is allowed to submit your tender before the deadline.

The closing date for the return of tenders is no later than 0700, Monday 15 November 2021

The closing date for requests for further information relating to the contract documents is no later than 1500, Friday 15 October.

NMRN is not obliged to accept the lowest or any tender. Late tenders will not be considered.

Yours faithfully,

Emma Allen
Head of Commercial Services
National Museum of the Royal Navy



INVITATION TO TENDER (ITT) FOR PRINT

National Museum of the Royal Navy
Storehouse 11
HM Naval Base (PP66)
Portsmouth
PO1 3NH
UK

ISSUE: 1 October 2021
DEADLINE: 15 November 2021



Section 1

Instructions and information on tender process

1. INVITATION TO TENDER

Tenders are sought by NMRN to supply print for a 3 year period from 1st December 2021 – 30 November 2024. The Tenderer shall be deemed to have satisfied itself before submitting its tender as to the accuracy and sufficiency of the rates and prices stated in their tender which shall (except in so far as is otherwise provided in the Contract) cover all the Contractor's obligations under the Contract and the Contractor shall be deemed to have obtained for itself all necessary information as to risks and any other circumstances which might reasonably influence or affect the Contractor's tender.

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

2. SUBMISSION OF TENDER

| No | Event | Date |
|----|--|-----------------------|
| 1 | Issue of ITT | 1 October 2021 |
| 2 | Final Date for receipt of any tenderer's questions | 1500, 15 October 2021 |
| 3 | Responses to questions circulated | 22 October 2021 |
| 4 | Deadline for return of tenders | 0700 15 November 2021 |
| 5 | Desktop Evaluation of tenders | 15 – 19 November 2021 |
| 6 | Award contract | By 26 November 2021 |
| 7 | Commencement of contract | 1 December 2021 |
| 8 | Completion of Works | 30 November 2024 |

Tenders should be returned no later than 0700 on Monday 15 November 2021. Tenders received after this time will NOT be considered.

Responses should be submitted in an electronic format addressed to:

emma.allen@nmrn.org.uk

All technical questions relating to this tender to be directed to emma.allen@nmrn.org.uk

All submissions must be in English and prices in Sterling, exclusive of VAT.

All Tender Forms must be signed by the Tenderer in a proper manner by a Director or the Secretary of a Company.

It is the sole responsibility of the submitting company to deliver their response as specified.

The National Museum of the Royal Navy takes no responsibility for identifying any clerical errors or misunderstanding in any tenders submitted. Tenderers must therefore ensure that the content of any Tender submitted is complete and accurate.



3. CONTRACT PERIOD

The Contract award date will be twelve days after receipt of tenders.

4. CLARIFICATION

In the event that you have any queries in relation to this contract, you should submit a clarification request to emma.allen@nmrn.org.uk in accordance with the provisions of this ITT by the Clarification Deadline (as detailed in the Timescales section of this ITT). Following such clarification requests, the National Museum of the Royal Navy may issue a clarification change to the Contract that will apply to potential suppliers submitting a tender response.

5. WRITTEN ACCEPTANCE

Acceptance by NMRN will only be made by written instruction to the successful Contractor.

6. EXPENSES AND LOSSES

NMRN shall not be responsible for, or pay for, any expenses or losses that may be incurred by any tenderer in preparing their tender proposals. It is the responsibility of prospective tenderers to obtain for themselves, at their own expense, any additional information necessary for the preparation of their tenders.

7. LOWEST TENDER

NMRN is not bound to accept the lowest or any tender or part thereof.

8. CONFIDENTIALITY

Tenderers should treat the tender documents as private and confidential between the tenderer and NMRN. Tenderers should note that NMRN shall use the tender documents for the purposes of evaluation and that the tender documents held will be destroyed in line with NMRN disposal schedules.

9. RIGHT TO ISSUE FURTHER INSTRUCTIONS

During the tendering period, NMRN reserves the right to make changes to the Contract Documentation and the tenderer, will without reservation, accept such changes.

10. ASSUMPTIONS

Tenderers must not make assumptions that NMRN have prior knowledge of their organisation or their service provision. Tenderers will only be evaluated on the information provided in their response.

11. COMPLIANCE

Tenders must be submitted in accordance with these Instructions to Tenderers. Failure to comply may result in a Tender being rejected by NMRN.



12. PERIOD TENDERS ARE TO BE HELD OPEN

Tenders must remain valid for acceptance for a period of three months from the closing date for submission of tenders.

13. QUALIFIED TENDERS

Qualification of tenders may result in rejection thereof.

14. INDUCEMENTS

Offering any inducement of any kind in relation to obtaining this or any other contract with NMRN will disqualify the relevant tender from being considered.

15. EVALUATION CRITERIA

Tenders will be evaluated using the following criteria and associated weightings:

| Criteria | % Weight | Weighting |
|--|-------------|-------------|
| Price | 40% | 0-10 |
| Quality | 40% | 0-10 |
| Resources | 10% | 0-10 |
| Reliability to meet deadlines and delivery | 10% | 0-10 |
| Total | 100% | 0-40 |

Each reply will be scored according to the assessment given in the above table:

| | |
|-----|---|
| 0-2 | Unacceptable – Nil or inadequate response. Fails to demonstrate an ability to meet the requirement. |
| 3-4 | Poor – Response is partially relevant and poor. The response addresses some elements of the requirement but contains insufficient/limited detail or explanation to demonstrate how the requirement will be fulfilled. |
| 5-7 | Acceptable – Response is relevant and acceptable. The response addresses a broad understanding of the requirement but may lack details of how the requirement will be fulfilled in certain areas. |
| 8-9 | Good – Response is relevant and good. The response is sufficiently detailed to demonstrate a good understanding and provides details on how the requirements will be fulfilled. |
| 10 | Excellent – Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full. |

Important note: NMRN reserves the right not to select a potential supplier who has been assessed as having grave weaknesses in one particular area covered by this tender, notwithstanding acceptable or even strong responses in all other areas.

Tenderers must submit plans detailing how they will deliver the requirement taking account of the criteria and requirements specified. To be considered, Tenderers submitting a tender must address the following key areas:



(1) Price

This will be determined by examination of the **Pricing Schedule** submitted by each Tenderer. The NMRN is under no obligation to accept the lowest bid or any bid and will not be liable for cost or expenses incurred in connection with the appointment process.

(2) Quality

The National Museum of the Royal Navy has brand guidelines which will be adhered to when producing printed material. It is essential that our work aspires to the highest quality. Please detail what expertise you have in technical areas comparable to this project. Within the tender document we would like to see samples of souvenir guides and relevant materials that you have produced for other 'similar' clients.

(3) Resources

Please describe what resources – specialist equipment, trade skills and facilities - you have in order to achieve this tender. Please detail the description of a previous tendered project, the role of the tenderer, project cost and duration of project. We work to tight deadlines on myriad projects, please advise what experience you have in appropriate management skills together with effective management systems and methods appropriate to the successful management of the project.

(4) Deadlines and delivery

Please describe what processes you have in place to ensure our collateral is delivered to identified destinations within our tight deadlines.

16. CONFLICT OF INTEREST

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

17. INVOICES, COPY INVOICES AND DELIVERY NOTES

NMRN requires the following with regards invoices, copy invoices and delivery notes:

All invoices for goods supplied to NMRN must carry a unique invoice number, and must be submitted in accordance with the instructions from NMRN including detailing a specific Purchase Number. Each Invoice should contain: order date, purchase order number and the delivery address. The invoices must each fully relate to one individual purchase order number.

18. PAYMENT

Payment of invoices in relation to which there is no bona fide dispute shall be made in full within 30 days of the date of invoice by BACS. Payment of invoices in relation to which there is a bona fide dispute shall be made within 45 days of settlement of the dispute. The time for payment of the Charges shall not be of the essence of this Agreement.

19. TERMS AND CONDITIONS APPLYING TO THIS TENDER

This contract will be awarded using the National Museum of the Royal Navy's standard terms and conditions, which will be implemented with the winning bidder. The NMRN Contract Standard Terms and Conditions are included as Appendix 1 to this document.



The Supplier agrees to indemnify the Purchaser fully and to hold it harmless at all times from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities whatsoever in any way connected with or arising from or relating to the provision or disclosure of information permitted under this Clause.

In the event that the information provided by the Supplier in accordance with this Clause becomes inaccurate, whether due to changes to the employment and personnel details of the affected employees made subsequent to the original provision of such information or by reason of the Supplier becoming aware that the information originally given was inaccurate, the Supplier shall notify the Purchaser of the inaccuracies and provide the amended information. The Supplier shall be liable for any increase in costs the Purchaser may incur as a result of the inaccurate or late production of data.

The provisions of this Condition shall apply during the continuance of this Contract and after its termination howsoever arising.



Section 2 – Schedule of Services (Summary of Project)

1. STRUCTURE AND FORMAT OF RESPONSE

Introduction

The response to this tender document should follow the defined structure as outlined. Your response will be used to evaluate and score the different sections of each proposal received. All parts of this section are deemed essential and require response.

The response should be presented in A4 format with an easily readable font style and size, detailing your approach to the 4 key criteria areas of price, quality, resources and deadline and deliveries.

A budget of £85,000 has been allocated to the life of the project, we require you to pitch a realistic price for the provision of the identified collateral as described in Service Provision (Section 2)

2. TENDER SPECIFICATION

Your company's portfolio and website will be reviewed as part for the process to evaluate your capabilities

2.1. Service Provision

- NMRN is seeking through this tender process to appoint a provider for its range of souvenir guide books for a 3 year period commencing 1 December 2021 to 30 November 2024.

Examples of our key objectives include:

- To increase awareness using printed collateral to drive visitor footfall to all our sites around the UK
- To contribute to customer satisfaction
- To maximise commercial revenue
- To contribute to the NMRN's overall interpretation strategy, as articulated within its master narrative

2.2. Context

The National Museum of the Royal Navy (NMRN) and Portsmouth Historic Dockyard (PHD) are within the UK's leading visitor attractions, historically welcoming in excess of 800,000 visitors p.a. into PHD and 1.2 million visitors across the portfolios of attractions within the NMRN.

PDH and NMRN are home to some of the world's finest and most iconic maritime heritage brands including HMS Victory, HMS Warrior 1860, The Mary Rose, HMS Trincomalee and HMS Caroline. We are represented across the UK.

The NMRN's headquarters are based at PHD and provides the central location for all of its retail services.



Currently we have two distinctive and different brands and propositions: NMRN and PHD. Each brand however does 'share' some mutual attractions, but these are treated differently to maximize footfall to the respective brands, for example HMS Victory, M33, HMS Warrior, NMRN Portsmouth (formally the Royal Naval Museum) are all NMRN assets but are also marketed as part of Portsmouth Historic Dockyard.

Attractions currently included in the PHD area:

HMS Warrior 1860 – NMRN

The Mary Rose – operated by the Mary Rose Trust

Action Stations - NMRN

Boathouse 4 – operated by Portsmouth Naval Base Property Trust

National Museum of the Royal Navy – Portsmouth – NMRN

HMS Victory – NMRN

HMS M.33 – NMRN

Harbour Tours and water ferry – NMRN (using a third party)

Information about these sites can be gained from our website www.historicdockyard.co.uk

Attractions currently included in the NMRN are:

Portsmouth:

National Museum of the Royal Navy – Portsmouth

HMS Victory

HMS M.33

HMS Warrior 1860

Actions Stations

The Royal Navy Submarine Museum (Gosport, accessible by a free waterbus from PHD)

Explosion Museum of Naval Firepower (Gosport, accessible by a free waterbus from PHD)

Yeovilton in Somerset:

The Fleet Air Arm Museum (FAAM)

Hartlepool: (NMRN H)

HMS Trincomalee

National Museum of the Royal Navy Hartlepool, Historic Quayside

The Museum of Hartlepool

Fighting Ships

Belfast, Northern Ireland:

HMS Caroline

Information about our sites can be gained from our website www.nmrn.org.uk and www.historicdockyard.co.uk

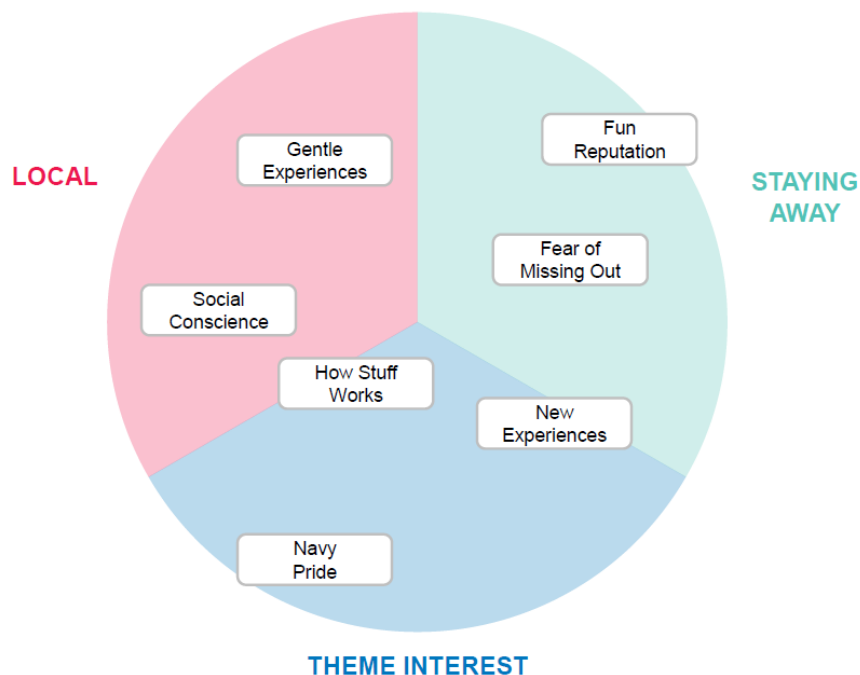


2.3. Segmentation

Segments

Summary of the segment profiles for PHD and FAAM

Portsmouth - PHD and Gosport Target Audiences:



Mass market main audiences: we are mainly targeting the generic works for the following mass markets, but we have also listed our other main profiles as these should not be ignored.

- **Local audience:** living approximately 50 miles from PHD (have visited cultural attractions on day trips from home at least twice in the past 12 months). Messaging is about repeat visiting: reasons to revisit and come and see us again: we are refreshing the offer and have much more to see and do again and again and again.
- **Staying Away audience:** living outside 50 miles of PHD (but have stayed in the local area (50 miles but excluding the IOW) for leisure in the past 12 months and visited attractions on their stay(s). Messaging is about one visit, once only: great value for money so much to see and do for a great day out for friends and family.
- **Themed interest:** persons with very strong professional, academic, specialist or personal interest in either: Naval History, Royal Navy, Iconic or historic ships. Visited historic dockyard in past 12 months or very interested in visiting in the next 3 years. Messaging – these visitors will come anyway: always something new to see and be engaged with.

Primary segments:

- New Experiences

Key Desire: “I want new and different experiences in my life”

Communication proposition: “Come and visit PHD for an exciting, unique experience”



Defining Attitudes: They are constantly seeking new and different things to see and experience across the wide range of different attractions they visit. They are lively, enthusiastic visitors, for whom visits are primarily about having engaging ‘in the moment’ experiences, stimulating emotions.

Average age 44.3yrs

50% male, 50% female

- Fun Reputation

Key Desire: “I want to be guaranteed to have fun”

Communication proposition: “Escape to a place with a wide range of fun, entertaining and hands-on things to do”

Defining Attitudes: They place greatest emphasis on having fun and tend to stick to places which they know or have this reputation, often being frequent visitors to zoos/sari parks and theme parks. Historic dockyards are less likely to be seen as fun by them.

Average age 36.3yrs

54% male

- Fear of Missing Out

Key Desire: “I want to be seen to be doing the latest experiences and places to visit”

Communication proposition: A must-see place to visit that everyone’s talking about”

Defining Attitudes: They tend to look for attractions or memberships which are trendy or fashionable and often go where their friends visit and then share on social media. Although dockyards are not seen as appealing, they are interested in the new developments at PHD.

Average age 37.9yrs

68% male

Secondary segments:

- Gentle Experiences

Key Desire: “I want a relaxing trip out”

Communication proposition: A leisurely trip out where you can explore at your own pace, with great cafes and shops”

Defining Attitudes: Their attraction visits are about getting out and about, with visiting peaceful, relaxing environments important – often incorporating a visit to the café and shop. They are also immensely proud to be British.

Average age 52.5yrs

54% male

- Social Conscience

Key Desire: “I want to see ordinary people being treated fairly in societies

Communication proposition: “Visit to see the active contribution the dockyard made to ordinary people and developing societies”

Defining Attitudes: They are interested in ordinary people and their contribution to the development of society and culture. Their social values mean that they have a relative lack of pride in Britain, often avoid places to do with war and conflict and attractions which charge an admission fee.

Average age 43.0yrs

62% female

Tertiary segments:

- How Stuff Works

Key Desire: “I want to understand how things work”



Communication proposition: Explore first-hand the workings of some of the greatest ships of the Royal Navy”

Defining Attitudes: They have an inquisitive nature, particularly enjoying the intellectual challenges of understanding the mechanics of how things work. They have a commensurate interest in the manufacture, technical and design aspects of ships and other military and mechanical hardware but reject the more commercial aspects of attractions.

Average age 52.3yrs

67% male

- Navy Pride

Key Desire: "I want to indulge my passion for the Navy”

Communication proposition: “The best place in Britain to come and share in the achievements of the Royal Navy”

Defining Attitudes: They have a passion for the Navy, often a personal connection, and are very proud of its and Britain’s achievements. They prefer easy-paced, relaxing attraction visits where they can see things in their own time and sometimes reminisce.

Average age 55.5yrs

53% male

Fleet Air Arm Museum Target Audiences:

Primary segments:

- Family Fun - families travelling with their children and interested in breaks that offer attractions that will keep their children amused whilst giving them an opportunity to relax.
- Time Together - couples interested in romantic weekend breaks where they can spend quality time together either to celebrate a special occasion or to get away from the daily pressures.
- Mature Cosmopolitans - tend to be older, though not exclusively so. They are more frequent break takers who aspire to travel more and in today’s economic climate are more likely to have the disposable income that allows them to do so. They stay in the best hotels and are interested in fine dining, the theatre, scenic drives and genealogy.
- Young and Lively - tend to be younger visitors interested in urban breaks taken often with friends. The key draw is the quality of nightlife and events; they are keen to have a good time.
- Social Energisers - want action-packed days as well as fun filled nights and want to be able to access both within a short time and with the minimum of hassle.
- Culturally Curious – want to immerse themselves in culture and discover it for themselves.
- Great Escapers - want to get away from the stress of a busy life and retreat to a relaxing rural environment. The experience offering needs to deliver very attractive and easily accessible experiences to this segment.



Secondary segments:

- Individuals and groups with special interest in Fleet Air Arm & Military
- Media: National, Regional & Local, Defence, Trade
- Royal Navy – serving and retired

2.5. Reporting and Evaluation

The tender should include what regular reviews will take place throughout the 3 years to assess the quality and management to date. From this, consideration and amendments to future collateral can be made.

2.6. Key Dates

Please see the main key dates for these activities below.

| Activity | When |
|---------------------------|------------------------|
| Easter – launch of season | April |
| Half terms | Feb, October, May/June |
| School Holidays | Summer and Christmas |
| Halloween | October |

2.7. Services Required

Please supply estimates for the design, production, printing and delivery of the following souvenir guide books – full colour.

| Name of book | Annual sales | Print purchase qty | Print date |
|------------------------------|--------------|--------------------|-------------|
| Portsmouth Historic Dockyard | 15,000 | 47,000 | ASAP |
| Fleet Air Arm Museum | 5,500 | 17,000 | Winter 2022 |
| HMS Victory | 11,000 | 35,000 | ASAP |
| Explosion! | 100 | 500 | Spring 2024 |

NMRN hold the IP to the current guidebooks. We anticipate minimal changes to be made to the existing Fleet Air Arm, HMS Victory and Explosion! guidebooks – some small changes to text, potentially change the front cover image.

The Portsmouth Historic Dockyard guidebook requires substantial changes which will include use of the new Portsmouth Historic Dockyard brand, text and image updates. We would welcome a full re-design of this guidebook – please let us know how you would approach this and what format it would take.

The annual sales are a conservative post-covid projection, based on rate of sales since reopening in May 2021. Exact numbers required on a particular date will depend on sales.



The current format of the guidebooks is outlined below:

| Name of book | Current format | Pages |
|------------------------------|------------------------|--|
| Portsmouth Historic Dockyard | 220 x 210mm with spine | 48pp + 4pp cover |
| Fleet Air Arm Museum | 221 x 210mm with spine | 32 pp + 4pp with perf flap on the back |
| HMS Victory | 222 x 210mm with spine | 48pp + 4pp cover |
| Explosion! | 220 x 210mm stapled | 16pp self cover stapled |

Section 3

Pricing Proposals

3.1 Pricing Proposals should be in the following format:

As defined in Section 2

| | Description | Offer Price £ ex VAT |
|--|-------------|----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Total: _____

Signature: _____

Designation: _____

Company: _____

Date: _____

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



Section 4

Supplier Questionnaire

General Information

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

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

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

| | |
|-------------------------|--|
| Name | |
| Position | |
| Telephone Number | |
| Fax Number | |
| Email Address | |

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

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

- 4.4 Date and place of formation of the Potential Provider and, if applicable, registration under the Companies Act 2006¹. Please provide copies of Certificates of Incorporation (where appropriate) and any changes of name, registered office and principal place of business.

| | |
|------------------------------------|--|
| Date of Formation | |
| Place of Formation | |
| Date of Registration | |
| Company Registration Number | |
| Certificates enclosed | |
| Registered VAT Number | |

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



| | |
|------------------------------------|--|
| Registered Office | |
| Principal Place of business | |

Ownership Structure

- 4.5 If the Organisation is a member of a group of companies, give the full legal name and address of the Parent/ Holding Company, if applicable:

| | |
|--|--|
| Company Name | |
| Address | |
| Town/City | |
| Postcode | |
| Country | |
| Company Registration Number² | |

- 4.6 Full legal name and address of (ultimate) Parent/Holding Company, if applicable:

| | |
|--|--|
| Company Name | |
| Address | |
| Town/City | |
| Postcode | |
| Country | |
| Company Registration Number³ | |

- 4.7 If the Potential Provider is a division or subsidiary, what is the relationship with the Parent Company (e.g. 100% owned subsidiary)

| | |
|---------------------|--|
| Relationship | |
|---------------------|--|

- 4.8 Please provide a one-page chart illustrating the ownership of the Potential Provider including relations to any parent or other group or holding companies.

| |
|--|
| Ownership structure enclosed (please tick ✓) |
|--|

- 4.9 Please provide a brief history of the Potential Provider's organisation.

² Or, for parent companies established outside the United Kingdom, equivalent information as set out in Regulation 23(7) of the Public Contracts Regulations 2006.

³ Or, for parent companies established outside the United Kingdom, equivalent information as set out in Regulation 23(7) of the Public Contracts Regulations 2006.



Brief history of the Potential Provider's organisation, no more than 400 words, including details of any parent and associated companies and any changes of ownership over the last 5 years including details of significant pending developments, changes in financial structure or ownership, prospective take-over bids, buy-outs and closures etc. which are currently in the public domain.

- 4.10 Is the Potential Provider a consortium joint venture or other arrangement? If so, and if it is available, please provide details of the constitution and percentage shareholdings.

| | |
|--|-----------------------------------|
| Consortium | YES / NO (<i>please delete</i>) |
| <i>If yes, please complete the table below:</i> | |

| Organisation | Percentage Shareholding |
|---------------------|--------------------------------|
| | |
| | |

- 4.11 Registration with a professional body.

Where applicable, is the Potential Provider registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex IX B of Directive 2004/18/EC) under the conditions laid down by that member state⁴).

Evidence of Registration with appropriate professional/trade body

Either insert required details or state 'None'

- 4.12 VAT registration number

VAT Registration Number

⁴ In the UK this condition is satisfied by registration with Companies House or a declaration on oath that the candidate is carrying on business in the trade in question in the UK at a specific place of business and under a specific trading name.



Section 5

Consortia Information

All Potential Providers should answer question 5.1. Where a Potential Provider at this stage of the process intends to sub-contract they should answer questions 5.2 and 5.3 below. Where a Potential Provider becomes aware of the intention to sub-contract at later stages in the procurement they are required to notify NMRN of this and provide the information requested below at that time. Where a Potential Provider is a consortium, they should indicate which members are proposing to deliver the services.

5.1 Please tick the box below which applies:

| | |
|---|--|
| (a) Your organisation is bidding to provide all the services required itself (if ticked, go to Section 3) | |
| (b) Your organisation is bidding in the role of Prime Contractor and intends to use the third parties to provide some services | |
| (c) The Potential Provider is a consortium | |

5.2 If your answer to 5.1 is (b) or (c), please indicate in the table below (by inserting the relevant company/ organisation name) the role your partner organisation(s) will undertake or potentially undertake as part of this service.

| Requirement | Company/Organisation | How much of the requirement and what will they directly deliver (%) |
|-------------|----------------------|---|
| | | |
| | | |

5.3 If your answer to 5.1 is (b) and you are unable to confirm all partners (complete a supply chain) at this stage, you will need to demonstrate a satisfactory methodology and track record of delivering a supply chain. Please give a brief outline on policy regarding the use of partner organisations and, if applicable, the extent to which it is envisaged they may be used in any contract.

| Methodology for procuring supply chain (no more than 300 words) |
|---|
| |



Section 6

Insolvency and Criminal Proceedings

- 6.1 Has the organisation or any of the directors, partners or proprietors been in a state of bankruptcy, insolvency, compulsory winding up, receivership, composition with creditors or subject to relevant proceedings?

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

- 6.2 Has the organisation or any of the directors, partners or proprietors been convicted of a criminal offence related to business or professional conduct?

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

If you are completing the questionnaire as a primary contractor, please confirm this in section 3 for all your proposed consortium members and any other third parties you are considering using to provide the service to the National Museum of the Royal Navy



Section 7

Financial Information

7.1 Please provide the following financial information or an explanation as to why this information cannot be provided:

(a) A copy of the most recent audited accounts for your organisation that cover the last three years of trading or for the period that is available if trading for less than three years.

or

(b) A statement of the organisation's turnover, Profit & Loss and cash flow position for the most recent full year of trading (or part year if full year not applicable) and an end period balance sheet, where this information is not available in an audited form at (a).

or

(c) Where (a) and (b) cannot be provided, a statement of the organisation's cash flow forecast for the current year and a bank letter or statement from the relevant Director or Accountant outlining the current cash and credit facility position.

and

(d) If the organisation is a subsidiary of a group, (a) or (c) are required for both the subsidiary and the ultimate parent company. Where a consortium or association is proposed the information is requested for each member company.

and

(e) Please provide a statement of the organisation's turnover that relates directly to the supply of this service for the past three years, or for the period the organisation has been trading (if less than three years) in the boxes below:

| Year Ended | XX/XX/XXXX | XX/XX/XXXX | XX/XX/XXXX |
|--------------|------------|------------|------------|
| Turnover (£) | £..... | £..... | £..... |

7.2 Parent company and/or other guarantees of performance and financial standing may be required if considered appropriate as well as confirmation of the organisation's willingness to arrange for a guarantee or a performance bond.

Where the potential provider is dependent financially on a parent company to support its application for this procurement, it must indicate in the box below whether a Parent Guarantee is available if requested.

| | |
|---|--------------------------|
| Where required, Parent Guarantee available? | YES / NO (please delete) |
|---|--------------------------|



7.3 Name and address of principal banker:

| | |
|---------------|--|
| Bank Name | |
| Address | |
| Town/City | |
| Postcode | |
| Telephone | |
| Email Address | |

| | |
|---|--------------------------|
| If requested, would you be willing to provide a Banker's reference? | YES / NO (please delete) |
|---|--------------------------|

7.4 Has your business met the terms of its banking contracts or any loan arrangements or mortgages during the past year?

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

| | |
|---|--|
| If the answer is no, please provide reasons and state what action has been taken by you to rectify the situation? | |
|---|--|

7.5 Has your business met all its obligations to make payments as they fall due to its suppliers, staff and/or landlord/licensor during the past year?

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

| | |
|---|--|
| If the answer is no, please provide reasons and state what action has been taken by you to rectify the situation? | |
|---|--|



Section 8

Equalities

8.1 Does your organisation comply with your statutory obligations under the Equality Act 2010?

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

8.2 If relevant to the status of your organisation, i.e. if you have more than 5 staff, please attach a copy of your Equality and Diversity policy and/or equal opportunities policy with your response

8.3 In the last three years has any finding of unlawful discrimination been made against your business or organisation by any court or employment tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in jurisdiction other than the UK)?

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

If you answered 'yes' to the above question, provide a summary of the finding or judgement and explain what action you have taken to prevent similar unlawful discrimination from reoccurring.

Guidance – Buyer may not be able to select a bidder to tender if it has been found to have unlawfully discriminated in the last three years unless it has provided compelling evidence that it has taken robust and appropriate action to prevent similar unlawful discrimination reoccurring

+

8.4 In the last three years, has your organisation had a complaint upheld following a formal investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in the jurisdiction other than the UK), on grounds of alleged unlawful discrimination?

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

If you answered 'yes', provide a summary of the nature of the investigation and an explanation of the outcome (so far) of the investigation. If the investigation upheld the complaint against your organisation, provide an explanation of what action (if any) you have taken to prevent unlawful discrimination from re-occurring.

Guidance – Buyer may not be able to select a bidder if a complaint is upheld following investigation, unless robust and appropriate action has been taken to



| | |
|---|--|
| <i>prevent similar unlawful discrimination from reoccurring</i> | |
|---|--|



Section 9

Health and Safety

9.1 Does your organisation have a written Health and Safety Policy?

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

9.2 Does your organisation ensure compliance with the Health and Safety at Work Act 1974?

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

9.3 Does your organisation train staff in Health and Safety?

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

9.4 Please provide the name of the person in the business specifically responsible for health and safety matters:

-



Section 10

Information Security Policy

- 10.1 Does your firm have a policy on the protection of client data with respect to the statutory requirements on Data Protection, Freedom of Information and Environmental Information Regulations and confidentiality?

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

| | |
|------------------------|--|
| Please provide details | |
|------------------------|--|

- 10.2 Please provide any further information you think might be relevant to the provision of this service such as: any additional skills or processes your organisation possesses which you consider would lead to additional value/ benefit for the NMRN

| | |
|------------------------|--|
| Please provide details | |
|------------------------|--|



Section 11

Form of Tender

To: NMRN

Dear Sir/Madam

TENDER FOR: Souvenir Guides

1. I/We* the undersigned DO HEREBY UNDERTAKE on the acceptance by the NMRN of my/our* tender to supply and/or deliver the goods and/or services on such terms and conditions and in accordance with such specifications as are contained or incorporated in the invitation to tender.
2. Any prices, rates or discounts quoted in this tender are valid for 90 days after the tender return date and we confirm that the terms of the tender will remain binding upon us and may be accepted by you at any time before the expiry of that period.

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



Section 12

Certificate of Non-Collusion

TO: NMRN

RE: Souvenir Guides

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

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



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

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

| | |
|--------------------------|--|
| Signed | |
| Name | |
| Position in Organisation | |
| For and behalf of | |
| Date | |



Appendix 1

SAMPLE OF CONTRACT UPON AWARD OF TENDER

THIS AGREEMENT is made on [] 2017

BETWEEN

- (1) **The National Museum of the Royal Navy** a company limited by guarantee and incorporated under number 6699696 with registered charity number 1126283 whose registered office is at H M Naval Base, PP66, Portsmouth, Hampshire PO1 3NH ("the Supplier"); and
- (2) [] a company registered in England and Wales with number [] whose registered office is at [] OR IF A PERSON [] of [] ("the Customer").

BACKGROUND

The Customer wishes to purchase and the Supplier wishes to supply certain services subject to the following terms and conditions.

NOW IT IS AGREED as follows:

1 INTERPRETATION

1.1 Definitions

In this Agreement the following words and expressions shall have the following meanings:

| | |
|---------------------------------|--|
| Charges | the Supplier's charges for the Services as set out in Section 3 and any other sums due to the Supplier under this Agreement; |
| Commencement Date | [the date of this Agreement;] |
| Confidential Information | all information disclosed by or on behalf of a party (in whatever medium including in written, oral, visual or electronic form and whether before or after the date of this Agreement) including all business, financial, commercial, technical, operational, organisational, legal, management and marketing information; |



| | |
|------------------------------|--|
| Deliverables | any documents, products and materials to be developed and provided by the Supplier as part of or in connection with the Services, including any products of the Services; |
| Intellectual Property | all inventions, patents, utility models, designs (including rights relating to semi-conductor topographies), database rights, copyright and related rights, rights in get up and trade marks (in each case whether registered or unregistered), together with all rights to the grant of and applications for the same and including all similar or analogous rights and all other rights in the nature of intellectual and industrial property throughout the world and all future rights of such nature; and |
| Services | the services described in 0, including the development and provision of any Deliverables. |

1.2 Construction

- 1.2.1 In this Agreement, unless otherwise specified or the context otherwise requires:
- (a) words importing the singular only shall include the plural and vice versa;
 - (b) words importing the whole shall be treated as including a reference to any part;
 - (c) reference to this Agreement or to any other document is a reference to this Agreement or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time as permitted by the provisions of this Agreement;
 - (d) reference to any legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept, state of affairs or thing shall in respect of any jurisdiction other than England be deemed to include that which most closely approximates in that jurisdiction to the English legal term; and
 - (e) references to termination of this Agreement shall include its expiry.
- 1.2.2 Any phrase in this Agreement introduced by the term “include”, “including”, “in particular” or similar expression shall be construed as illustrative and shall not limit the sense of the words preceding that term.



- 1.2.3 Headings used in this Agreement are for reference only and shall not affect its construction or interpretation.

1.3 Other references

In this Agreement a reference to:

- 1.3.1 **this Agreement** means this agreement including all Schedules, Annexures, Exhibits and other attachments and recitals to this agreement;
- 1.3.2 **business day** means a day, other than a Saturday or a Sunday, on which banks are open for business in London;
- 1.3.3 **parties** means the Customer and the Supplier collectively, and “party” means either of them and their permitted assignees;
- 1.3.4 **person** includes any individual, firm, company, corporation, body corporate, government, state or agency of state, trust or foundation, or any association, partnership or unincorporated body of two or more of the foregoing (whether or not having separate legal personality and wherever incorporated or established);
- 1.3.5 **recorded delivery** means special or recorded delivery (or other “proof of delivery” or “proof of posting” service that Royal Mail may from time to time offer) and
- 1.3.6 **written or in writing** includes any non-transitory form of visible reproduction of words including email but not fax, email or, any form of messaging via social media or text message.

2 DURATION

This Agreement shall come into effect on the Commencement Date and, subject to provisions for earlier termination, shall continue unless and until terminated by either party giving to the other at least one month’s notice in writing.

3 SERVICES

- 3.1 The Supplier shall provide and the Customer shall receive the Services on the terms set out in this Agreement.
- 3.2 The Supplier shall:
- 3.2.1 co-operate with the Customer in all matters relating to the Services;
- 3.2.2 observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer’s premises. The Customer reserves the right to refuse the Supplier access to the Customer’s premises which is not necessary for the performance of the Services;



- 3.2.3 notify the Customer as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Services; and
- 3.2.4 obtain, and at all times maintain, all necessary licences and consents and comply with all relevant legislation in relation to:
 - (a) the Services and their use by the Customer (including use of the Customer's equipment and software in conjunction with the Supplier's equipment and software); and
 - (b) use by the Supplier of the Deliverables and all documents, information and materials provided by the Supplier [or its agents, subcontractors, consultants or employees], including [computer programs, data, reports and specifications.
- 3.3 The Supplier may not charge for the time it spends assessing or responding to a request from the Customer for a change to the Services except with the prior written agreement of the Customer.
- 3.4 The Supplier acknowledges that:
 - 3.4.1 it may be providing the Services for the benefit of any company in relation to which the Customer is a "group undertaking" as defined in section 1161 of the Companies Act 2006 or for the benefit of any unincorporated charity controlled by the Customer or any such company; and
 - 3.4.2 any such company is a third party beneficiary which may enforce the terms of this Agreement in accordance with the Contracts (Rights of Third Parties) Act 1999.

4 CUSTOMER'S OBLIGATIONS

- 4.1 The Customer shall:
 - 4.1.1 use reasonable endeavours to co-operate with the Supplier in matters relating to the Services;
 - 4.1.2 provide such access to the Customer's premises and data, and such office accommodation and other facilities as may reasonably be requested by the Supplier and agreed with the Customer in writing in advance, for the purposes of the Services;
 - 4.1.3 provide such information as the Supplier may reasonably request and the Customer considers reasonably necessary, in order for the Customer to carry out the Services in a timely manner; and
 - 4.1.4 inform the Supplier of all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises.



4.2 Actual or potential non-compliance by the Customer with any of its obligations in this clause and elsewhere shall only relieve the Supplier from performance under this Agreement:

4.2.1 to the extent that it restricts or precludes performance of the Services by the Supplier, and

4.2.2 if the Supplier has notified details to the Customer in writing promptly after the actual or potential non-compliance has come to its attention.

5 **PERFORMANCE OF THE SERVICES**

5.1 The Supplier shall:

5.1.1 perform the Services with reasonable skill and care and in accordance with generally recognised commercial practices and standards in the industry for similar services;

5.1.2 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled;

5.1.3 ensure that the Services conform in all respects and at all times with any specification or description for the Services agreed by the parties and comply with all applicable legislation;

5.1.4 ensure that the Deliverables are of satisfactory quality; and

5.1.5 meet any agreed performance dates and time for performance by the Supplier shall be of the essence of this Agreement.

5.2 If the Supplier is in material breach of clause 5.1, the Customer may (without prejudice to any other rights it may have, including termination for material or repeated breach under clauses 13.1.1 and 13.1.2):

5.2.1 refuse to accept any subsequent performance of the Services which the Supplier attempts to make;

5.2.2 purchase substitute services from elsewhere;

5.2.3 hold the Supplier accountable for any loss and additional costs incurred; and

5.2.4 have all sums previously paid by the Customer to the Supplier under this Agreement refunded by the Supplier less a reasonable charge for provision of the Services up to the date of the breach.

5.3 The Customer's rights under this Agreement are in addition to the statutory terms implied in favour of the Customer by the Supply of Goods and Services Act 1982 and any other statute.



5.4 During the term of this Agreement and for a period of one year afterwards the Supplier shall maintain in force the following insurance policies with reputable insurance companies:

5.4.1 public liability insurance with a limit of at least £10 million per claim

5.4.2 professional indemnity insurance with a limit of at least £1million for claims arising from a single event or series of related events in a single calendar year.

5.5 The provisions of this clause 5 shall extend to any substituted or remedial services provided by the Supplier.

6 CHARGES AND PAYMENT

6.1 In consideration of the provision of the Services, the Customer shall pay to the Supplier the Charges. Unless specified in Section 3, the Customer shall be under no obligation to reimburse to the Supplier costs and expenses incurred by the Supplier in the performance of the Services.

6.2 Where Services are provided on a time and materials basis:

6.2.1 the Supplier's standard daily fee rates for each person are calculated on the basis of an eight-hour day, worked between 8.00 am and 5.00 pm on weekdays (excluding public holidays);

6.2.2 all materials shall be supplied at cost unless specified in Schedule 2;

6.2.3 the Supplier shall not be entitled to charge on a pro-rata basis for part-days worked by the Supplier's personnel unless it has the Customer's prior written consent to do so;

6.2.4 the Supplier shall ensure that the Supplier's personnel complete time sheets recording time spent on the Services, and the Supplier shall use such time sheets to calculate the charges covered by each monthly invoice;

6.2.5 each invoice shall set out the time spent by each of the Supplier's personnel and be accompanied by timesheets; and

6.2.6 the Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services in such form as the Customer shall approve. The Supplier shall allow the Customer and its agents to inspect and take copies of such records at all reasonable times on request.

6.3 All Charges are expressed exclusive of VAT. The Customer shall pay to the Supplier, in addition to the Charges, the amount of VAT (if any) which is properly chargeable by the Supplier to the Customer on or in respect of the Charges.



- 6.4 Charges and any reimbursable costs and expenses shall be invoiced monthly in arrears. Invoices for agreed expenses shall be payable only if accompanied by a detailed breakdown of the expenses and relevant receipts.
- 6.5 Payment of invoices in relation to which there is no bona fide dispute shall be made in full within 30 days of the date of invoice. Payment of invoices in relation to which there is a bona fide dispute shall be made within 45 days of settlement of the dispute. The time for payment of the Charges shall not be of the essence of this Agreement.
- 6.6 The Customer may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, the Customer may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.

7 **CONFIDENTIALITY**

- 7.1 Each party shall use the Confidential Information of the other party disclosed to it (by whoever disclosed) only for the proper performance of its duties under the Agreement and shall not without the disclosing party's written consent disclose or permit the disclosure of the Confidential Information except in confidence for the proper performance of its duties under the Agreement to those of its employees, officers and professional advisers who need to have access to it.
- 7.2 The provisions of clause 7.1 shall not apply to Confidential Information that:
- 7.2.1 the receiving party can prove was known to the receiving party or in its possession before that information was acquired from, or from some person on behalf of, the disclosing party;
 - 7.2.2 is in or enters the public domain through no wrongful default of the receiving party or any person on its behalf, provided that this clause 7.2.2 shall only apply from the date that the relevant Confidential Information enters the public domain;
 - 7.2.3 the receiving party receives from a third party without similar obligations of confidence in circumstances where the third party did not obtain that information as a result of a breach of an obligation of confidence; or
 - 7.2.4 is required to be disclosed by any applicable law or by order of any Court of competent jurisdiction or any government body, agency or regulatory body, to the extent of the required disclosure.
- 7.3 If the receiving party has reasonable grounds to believe that the disclosing party is involved in activity that constitutes an offence under the Bribery Act 2010, it may



disclose relevant Confidential Information to the Serious Fraud Office (or other relevant government body) without informing the disclosing party of such disclosure.

- 7.4 Within three (3) days of receipt of a request to do so made at any time and in any event if the Agreement is terminated, the receiving party shall promptly return or destroy (at the option of the disclosing party) all Confidential Information of the disclosing party.

8 INTELLECTUAL PROPERTY

- 8.1 As between the Supplier and the Customer, all Intellectual Property created in the course of the Services (including in the Deliverables) which subsists now or at any time in the future shall be the exclusive property of the Customer. To the extent that any Intellectual Property created in the course of the Services vests in the Supplier, the Supplier assigns (by way of assignment of present and future rights) without payment all such Intellectual Property to the Customer with full title guarantee. If the Supplier is unable to assign such Intellectual Property (because the laws in another country differ from English law and do not permit such assignment), the Supplier shall immediately on request execute all documents that may be necessary to effect the transaction that most closely resembles the commercial intent of an assignment and is permitted in the relevant territory. Pending the above assignments and remaining formalities relating to such assignments, the Supplier shall hold all such Intellectual Property on trust for the Customer.

9 INDEMNITY

- 9.1 The Supplier shall indemnify and hold the Customer harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, the Customer as a result of or in connection with:
- 9.1.1 any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property or other rights relating to or arising out of the use of anything created in the course of providing Services; or
 - 9.1.2 any claim made against the Customer in respect of any liability, loss, damage, injury, cost or expense sustained by the Customer's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of the Services as a consequence of a breach or negligent performance or failure or delay in performance of this Agreement by the Supplier.

10 RISK AND TITLE IN THE DELIVERABLES AND OTHER MATERIALS

- 10.1 Title to and risk of damage to or loss of the Deliverables shall pass to the Customer on delivery.



- 10.2 All documents, equipment, drawings, specifications and all other materials and data supplied by the Customer to the Supplier shall, at all times, be and remain as between the Customer and the Supplier the exclusive property of the Customer. They shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to the Customer. They shall not be disposed of or used other than in accordance with the Customer's written instructions or authorisation.**Error! Reference source not found.**

11 ANTI-BRIBERY AND ANTI-CORRUPTION

11.1 The Supplier shall:

- 11.1.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
- 11.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 11.1.3 have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate; and
- 11.1.4 promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Seller in connection with the performance of this Agreement.

11.2 Breach of this clause 11 shall be deemed a material breach.

11.3 For the purpose of this clause 11 the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 11 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

12 DATA PROTECTION

12.1 Properly notified

Each party warrants that it has made all relevant notifications in accordance with its obligations under the Data Protection Act 1998 to the extent required for the processing of personal data (as defined under that Act) in the performance of its obligations and exercise of its rights under this Agreement.

12.2 Compliance



The parties agree to comply with the relevant provisions of the Data Protection Act 1998 and any directions issued by the Information Commissioner in its processing of such personal data.

13 TERMINATION

13.1 This Agreement may be terminated:

- 13.1.1 immediately by either party on written notice, if the other is in material breach of an obligation under this Agreement and in the case of any such breach capable of remedy has failed to remedy the breach within a period of 30 days after receipt of written notice to do so;
- 13.1.2 immediately by either party on written notice, if the other party repeatedly breaches any of the terms of this Agreement in such manner as reasonably demonstrates conduct which is inconsistent with an intention or ability to give effect to the terms of this Agreement.
- 13.1.3 immediately by either party on written notice:
 - (a) if the other party is dissolved or struck off the register of companies maintained by Companies House or it suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business or it is removed from the Register of Companies or ceases to exist (whether or not capable of re-instatement or re-construction);
 - (b) if a meeting is convened, a petition is filed, a notice is given, a resolution is passed or an order is made for or in connection with the winding up of the other party except for the purpose of a solvent reconstruction, reorganisation, merger or consolidation;
 - (c) if a person becomes entitled to appoint or has appointed a receiver (including fixed charge or court appointed), administrative receiver, liquidator, administrator, manager, insolvency practitioner or similar officer over the whole or a substantial part of the undertaking, property or assets of the other party;
 - (d) if the other party stops or suspends, or threatens to stop or suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - (e) if a statutory demand is presented against the other party (which is not the subject of a bona fide dispute) and remains unsatisfied for more than 21 days;
 - (f) if the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts or enters into (or proposes to enter into) a composition, scheme of arrangement or



voluntary arrangement with any of its creditors or otherwise or a moratorium is agreed imposed or declared in respect of or affecting all or a material part of (or of a particular type of) the debts of the other party;

- (g) if notice of intention to appoint an administrator is given by any person (including the other party's directors, the other party or any qualifying floating charge holder as defined in the Insolvency Act 1986), an application is made to court or an order is made for the appointment of an administrator or if an administrator is appointed or any step is taken by any person with a view to placing the other party into administration as defined by the Insolvency Act 1986; or
- (h) if any event or circumstance occurs which under the law of any relevant jurisdiction has an analogous or equivalent effect to any of the events listed in clauses (a) to (g) in relation to the other party.

13.2 For the purposes of this clause 13:

13.2.1 a breach shall be considered capable of remedy:

- (a) if the party in breach can comply with the provision in question in all respects other than as to the time of performance; and
- (b) if time of performance is not of the essence.

13.3 Termination of this Agreement for any reason, whether under this clause 13 or not, shall be without prejudice to the accrued rights and liabilities of the parties on the date of termination.

13.4 Upon the termination of this Agreement for any reason:

13.4.1 the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete, and return all materials of the Customer referred to in clause 10.2; and

13.4.2 the Supplier shall, if so requested by the Customer, provide all assistance reasonably required by the Customer to facilitate the smooth transition of the Services to the Customer or any replacement supplier appointed by it. In the absence of agreement, the Customer shall pay for any such assistance at the Supplier's standard time and material rates.

14 GENERAL

14.1 Subcontracting and Assignment

14.1.1 The Supplier may not without the prior written consent of the Customer subcontract to any other person the performance of any of the obligations undertaken by it.



14.1.2 The Customer may assign, transfer (in whole or in part), charge, declare a trust over or deal in any manner with this Agreement or the benefit or burden of or the rights under this Agreement.

14.1.3 The Supplier may not without the prior written consent of the Customer assign, transfer (in whole or in part), charge, declare a trust over or deal in any manner with this Agreement or the benefit or burden of or the rights under this Agreement.

14.2 Force Majeure

14.2.1 Neither party shall be liable to the other party for any delay or non-performance of its obligations under this Agreement to the extent that its performance is interrupted or prevented by any act or omission beyond its reasonable control.

14.2.2 Such delay or non-performance shall not constitute a breach of this Agreement and the time for performance shall be extended by a period equivalent to that during which performance is so prevented provided that if such delay or failure persists for sixty (60) days or more, the party not affected may, at its option and if in its opinion it is reasonable for it to do so, terminate this Agreement by giving fourteen (14) days written notice of such termination to the other party.

14.3 Amendments

No amendment of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties.

14.4 Waivers and Remedies

14.4.1 Except as otherwise stated in this Agreement, the rights and remedies of each party under this Agreement:

- (a) are in addition to and not exclusive of any other rights or remedies under this Agreement or the general law; and
- (b) may be waived only in writing and specifically.

14.4.2 Delay in exercising or non-exercise of any right under this Agreement is not a waiver of that or any other right.

14.4.3 Partial exercise of any right under this Agreement shall not preclude any further or other exercise of that right or any other right under this Agreement.

14.4.4 Waiver of a breach of any term of this Agreement shall not operate as a waiver of breach of any other term or any subsequent breach of that term.



14.5 Severance

14.5.1 If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
- (b) the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Agreement.

14.6 Entire Agreement

14.6.1 This Agreement:

- (a) constitutes the entire agreement between the parties with respect to the subject matter of this Agreement; and
- (b) supersedes and extinguishes any prior drafts, agreements, undertakings, understandings, promises or conditions, whether oral or written, express or implied between the parties relating to such subject matter.

14.6.2 Each party acknowledges to the other that it has not been induced to enter into this Agreement by, nor has it relied upon, any representation, promise, assurance, warranty or undertaking (whether in writing or not) by or on behalf of the other party or any other person save for those contained in this Agreement. Accordingly, each of the parties acknowledges and agrees that the only remedy available to it in respect of the subject matter of this Agreement shall be for breach of contract under the terms of this Agreement and it shall have no right of action against any other party in respect of any such representation, promise, assurance, warranty or undertaking.

14.6.3 This clause shall not exclude any liability which either party would otherwise have to the other or any right which either of them may have to rescind this Agreement in respect of any statements made fraudulently by the other prior to the execution of this Agreement or any rights which either of them may have in respect of fraudulent concealment by the other.

14.6.4 In the event of a conflict between any of the terms of this Agreement, the conflict shall be resolved according to the following descending order of priority, (i) the clauses of this Agreement, then (ii) the Schedules.

14.7 Survival Of Obligations

Notwithstanding any provision of this Agreement to the contrary, the provisions of clauses 6, 7, 8, 9, 10, 11, 13.3, 13.4, and 14 and any other clauses which expressly or impliedly survive termination of this Agreement for any reason whatsoever shall continue in full force and effect after termination.



14.8 **No Partnership/Agency**

Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

14.9 **Rights of Third parties**

Subject to clause 3.4, a person who is not a party has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any provision of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

14.10 **Notices**

14.10.1 All notices between the Parties with respect to the Agreement shall be in writing and signed by or on behalf of the Party giving it. Any notice shall be duly served (i) on delivery if delivered by hand, (ii) 48 hours after sending if sent by first class post or special or recorded delivery (or other “proof of delivery” or “proof of posting” service that Royal Mail may from time to time offer) or (iii) on sending if sent by fax or email (provided that a copy is also sent by post), provided that in each case the notice is sent to the address of the addressee given at the start of the Agreement or such other address as the addressee may from time to time have notified for the purpose of this condition.

14.10.2 Any notice or communication given under the Agreement shall not be validly served if sent by text messaging via mobile phone.

14.11 **Governing Law**

The Agreement and any dispute or claim arising out of or in connection with it (including any non-contractual claims or disputes) shall be governed by and construed in accordance with the laws of England and Wales.

14.12 **Jurisdiction**

In relation to any legal action or proceedings (a) arising out of or in connection with the Agreement or its implementation or effect or (b) relating to any non-contractual obligations arising out of or in connection with the Agreement, each of the Parties irrevocably submits to the exclusive jurisdiction of the English courts and waives any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate forum.

This Agreement has been entered into on the date stated at the beginning of it.



Signed for and on behalf of
[The Supplier]:

)
)

(Signature of director)
Director

(name of director)

Signed for and on behalf of
The National Museum of the Royal Navy:

)
)

(Signature)

(name)



DOCUMENT END.