**COMPETITIVE FLEXIBLE PROCEDURE**

**FOR**

**Royal Navy Submarine Museum- Waterbus Jetty Works**

Stage One- Procurement Specific Questionnaire

NMRNO.2025.007

The National Museum of the Royal Navy

HMS Naval Base (PP66)

Portsmouth

PO1 3NH

**ISSUE: 001**

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Section 1

Introduction

* 1. The tender is advertised by the National Museum of the Royal Navy as “NMRN Operations” (Company number 09988314).
  2. This Procurement is being conducted in accordance with the Act using the Competitive Flexible Procedure. This document describes how the Procurement will be conducted, including details of the associated Procurement timetable, the stages and award criteria and how to respond to this opportunity. Suppliers are strongly encouraged to read this document before preparing their submission.
  3. This document has been prepared to assist Suppliers in deciding whether to participate and submit a tender in this Procurement. **Please read this document carefully, as failure to comply with this document may result in exclusion from the Procurement and/or the rejection of any submission.**
  4. This document should be read in conjunction with the Tender Notice and any other Procurement documents which have been made available at this stage of the Procurement.
  5. The Authority reserves the right to issue updated versions of this document to Suppliers as and when the need arises, in order to reflect the corresponding stage of the Competitive Flexible Procedure, together with any changes to the Procurement or any other new information.
  6. **Please read and ensure compliance with the Procurement terms and conditions contained in Appendix A.**
  7. Common terms and expressions shall have the meanings ascribed to them in the glossary in Appendix E.
  8. All references to a ‘section’ are to a section in the Act unless otherwise stated.
  9. All references to a ‘paragraph’, ‘appendix’ or ‘annex’ are to a paragraph, appendix or annex of this document unless otherwise stated.
  10. All references to dates and times within this document shall be interpreted in accordance with the United Kingdom time zones applicable at the date of the Procurement (i.e. GMT/BST).
  11. **All suppliers bidding for this tender MUST sign up to the Central Digital Platform (CDP) to be eligible to bid for this tender. Guidance can be found here;** [**Central Digital Platform - factsheet (HTML) - GOV.UK**](https://www.gov.uk/government/publications/procurement-act-2023-short-guides/central-digital-platform-factsheet-html)
  12. **The link for registration can be found here;** [**Find a Tender**](https://www.find-tender.service.gov.uk/Search) **it will provide you with a unique organisation identifier reference.**
  13. **When sending your submission in, please share your supplier information share code with us, or send the PDF version of this from the Find a Tender website.**

Introduction to the NMRN

* The National Museum of the Royal Navy (“the National Museum”) was established in 2008 and is the holding company of the National Museum of the Royal Navy Group. The Group’s unique and historically significant Royal Naval collections, ships and aircraft are located and displayed in museums at;
  + National Museum of the Royal Navy in Portsmouth (including HMS Victory, HMS Warrior and HMS M33 and the national collection for the Royal Marines)
  + Fleet Air Arm Museum in Yeovilton
  + Royal Navy Submarine Museum (including HMS Alliance) and Explosion! The Museum of Naval Firepower in Gosport
  + National Museum of the Royal Navy Hartlepool (including HMS Trincomalee)
  + HMS Caroline in Belfast

|  |  |
| --- | --- |
| **Our Vision** | *To be the world’s most inspiring Naval Museum, linking Navy to Nation* |
| **Our Mission** | *Inspiring enjoyment and engagement with the story of the Royal Navy and its role in shaping both our nation and the modern world.* |
| *Learn more about the NMRN on our website;* [*https://www.nmrn.org.uk/*](https://www.nmrn.org.uk/) | |

The Authority’s Requirement

* 1. Annex A and any relevant Appendices details the specification or scope of requirement against which your Tender will be evaluated.

Preliminary Market Engagement

* 1. The NMRN have previously undertaken a Planned Procurement Notice in relation to this tender opportunity, which was advertised on Find a Tender Gov.UK website here: [Royal Navy Submarine Museum- Waterbus Jetty Works - Find a Tender](https://www.find-tender.service.gov.uk/Notice/013501-2025?origin=Dashboard)
  2. It was, in addition, promoted through LinkedIn to ensure it had maximum reach to potential suppliers to either register interest or to visit the site.
  3. This preliminary engagement allows the NMRN to accelerate the Procurement Procedure to a minimum of ten (10) working days in second stage of this tender.

The Procurement Timetable

The timetable for the Procurement is set out in the following table (the Procurement Timetable). Deadlines for the submission of responses to the Authority are shown in bold. Failure to meet these deadlines will result in a Supplier’s submission not being considered unless there are exceptional mitigating circumstances such as a technical failure in connection with the Portal.

|  |  |  |
| --- | --- | --- |
| **Stage One- Procurement Specific Questionnaire (PSQ) (35 Days)** | | |
| 1 | Issue of Procurement Specific Questionnaire (PSQ) | Friday 11th July 2025 |
| 2 | Site Visits  (should give at least two working days) | Week Commencing 20th or 27th July 2025 |
| 3 | Final date for Clarification Questions/Requests for additional information | Tuesday 5th August 2025 |
| 4 | **Submission Deadline** | Midday (1200) Friday 15th August 2025 |
| **Post Submission** | | |
| 5 | Evaluation of PSQ’s | Week Commencing 18th August 2025 |
| 6 | Selection Notices Issued and Standstill Period | Week Commencing 18th August 2025 or 25th August 2025 |
| **Stage Two- Invitation to Tender (ITT)- Maximum of 5 Suppliers Shortlisted (25 Days)** | | |
|  | Issue of ITT Documents | Week Commencing 25th August 2025 |
|  | Site Visits | If required week commencing 1st or 8th September 2025 |
|  | Final date for Clarification Questions/Requests for additional information | Tuesday 12th September 2025 |
|  | Submission of ITT Documents | Monday 22nd September 2025 |
| Post Submission | | |
|  | Evaluation of FDS Submissions | Week Commencing 22nd September 2025 |
|  | Post-Submission Dialogue Sessions with Shortlisted Suppliers | Week Commencing 29th September 2025 |
|  | Award Summary Notices Issued | Week Commencing 29th September or 6th October 2025 |
|  | Mandatory Standstill Period of 8 Working Days | Early October 2025 |
|  | Earliest Commencement of Contract | October 2025 |

Site Visits, Tenderer Interviews and Clarification Questions

|  |  |
| --- | --- |
| **Site Visits, Tenderer Interviews and Clarification Questions** | |
| **Site Visits** | The NMRN may require Tenderer’s to visit the site of work during the tender process in order to further understand the requirements of the NMRN Tender. Site Visits may be booked via [pam.kester@nmrn.org.uk](mailto:pam.kester@nmrn.org.uk) and should give at least two working days to make arrangements. If site visits are required, these will take place during the **Week Commencing 20th or 27th July 2025.**  **Bidders are encouraged to visit the site, to understand the layout, the Jetty itself and access routes with the NMRN Facilities Team.** |
| **Post-Submission Clarifications.** | During the evaluation period, the NMRN reserves the right to seek further information from the Tenderers to assist in its consideration of the Tenders; this may take the form of post-submission clarification meetings or written clarifications. |

Please note that the Authority reserves the right, in its absolute discretion, to amend the Procurement Timetable or extend any time period in connection with the Procurement. Any changes to the Procurement Timetable will be notified simultaneously to the Suppliers.

Service Levels, Service Credits and Key Performance Indicators (KPIs)

The KPIs for this contract will be detailed in Second Stage of this tender opportunity, these will be focusing on the following;

* Reducing Risk to Marine Environment and Heritage Area.
* Managing the Project, including keeping to programme and working alongside public.

Key Dependencies

**The National Museum of the Royal Navy as the Royal Navy Submarine Museum site owner, including the Waterbus Jetty itself. The surrounding Haslar Marina and harbour area, including Fort Blockhouse adjacent to the Submarine Museum. There are number of organisations and stakeholders the NMRN will require to inform of the works alongside the appointed contract;**

* Defence Infrastructure Organisation (DIO) are the landowners, along with Crown Estates. The DIO are NMRN’s landlord.
* Gosport Borough Council are responsible for the adjacent Haslar Hospital Listing.
* The site sits withing an SSSI and ICOMOS listing but Natural England are not concerned that the work will impact on these.
* Portsmouth Vessel Traffic Services (VTS) will need to be made aware of the works taking place.
* There are a number of other stakeholders who need to be informed due to proximity but these will be managed.

Contract Risks

* Failure to carry out this work will render the Waterbus Jetty unsafe and unusable for both visitors and staff wishing to access the Waterbus service from Portsmouth Historic Dockyard. The Waterbus is a vital offering of the visitor experience and income generation for both the Royal Navy Submarine Museum, the NMRN and Portsmouth Historic Dockyard. Any disruption to the Waterbus service would significantly impact visitor numbers to the site.
* Works on the jetty may risk flotsam debris entering the nearby Haslar harbour and potentially into Portsmouth Harbour and the wider Solent. This may cause a hazard to small boats, or larger vessels depending on the size of debris. Flotsam may cause damage to nearby marina, moored boats and the nearby Fort Blockhouse. Contractors will endeavour to ensure removed/installed materials are done so in a safe manner to avoid this.

Contract Terms

Annex C and any relevant Appendices details the NMRN Standard Contract Terms and Conditions against which your Tender will be contracted. The NMRN reserve the right to change the proposed contract if a suppliers contract is favourable or Model Form Contracts are suitable.

The Procurement Process

* 1. Under the Public Contracts Regulations (PCR) 2015, the previously distinct multi-stage procedures have been consolidated into a single competitive tendering route known as the Competitive Flexible Procedure (Section 20(2)(b)). This procedure allows contracting authorities the flexibility to design and implement a tailored, multi-stage procurement process that aligns with their specific objectives and market conditions
  2. The procurement outlined in this tender document follows a two-stage process:

1. **Stage One-** involves an initial pre-qualifying procurement specific questionnaire (PSQ) to assess the suitability of those bidding to ensure that those shortlisted for the second phase have the appropriate professional and technical requirements for this opportunity. There will be sections of this which will be marked by the scoring criteria to shortlist bidders. **A minimum of 3 and a maximum of 5 suppliers will be taken forward into;**
2. **Stage Two** involves the full Invitation to Tender pack, which should include all requested information for these works, including RAMS, Programme, and a full breakdown of pricing for the NMRN to assess.
   1. **There is an opportunity for negotiation after the submission with each supplier, where applicable.**
   2. **Dialogue sessions for each selected supplier at this stage will be held.**
   3. **The final selection is aimed for September/October 2025.**
   4. This approach ensures that the final submissions represent both value for money and alignment with the advertised budget.

*The NMRN reserve the right to:*

1. *Amend the procurement process in accordance with s31 of the Procurement Act 2023; and*
2. *Refine the award criteria in accordance with s24 of the Procurement Act 2023*."

Section 3

How to Respond to this Opportunity

3.1 Construction of Tenders

3.1.1 Your PSQ response must be written in English, using either Calibri/Arial/Aptos in a minimum font size 11.

3.1.2 To assist the NMRN’s evaluation, you must set out your Tender response in accordance with Section 4 (Tender Evaluation).

3.2 Submission of your Tender

Your completed response should be submitted by the due date and time required:

Date: Friday 15th August 2025

Time: 1200 Midday

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

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

* It is the sole responsibility of the Tenderer to deliver their response as specified and to ensure that their response has been received. It is suggested that this may achieved by setting either a Delivery Receipt or a Read Receipt.
* The NMRN takes no responsibility for identifying any clerical errors or misunderstanding in any tenders submitted. Tenderers must therefore ensure that the content of any Tender submitted is complete and accurate.
* Please be aware that on occasions the NMRN IT Security settings may potentially block emails or submissions, please ensure to communicate prior to the submission deadline either through clarifications registering interest in the tender. This includes attachments and links, these are checked post-deadline.
* If you have received **no response** from the NMRN regarding your tender submission by 1700 (5pm) of the date of the tender returns (excluding weekends) please email [procurement@nmrn.org.uk](mailto:procurement@nmrn.org.uk) or [enquiries@nmrn.org.uk](mailto:enquiries@nmrn.org.uk) citing the name of the tender you have submitted for. Or alternatively call; *02392891370 Ext: 2042* to speak to the Procurement Officer. Please leave a voicemail if the call is unable to be answered.

3.2.1 Your PSQ submission and any accompanying documentation must be submitted to [tenders@nmrn.org.uk](mailto:tenders@nmrn.org.uk) by **Midday (1200) on Friday 15th August 2025**. The NMRN reserves the right to reject any Tender received after the stated date and time. Hard copy, paper or delivered digital Tenders (e.g. email, DVD) are no longer required and will not be accepted by the NMRN. Tenderers are required to submit an electronic online Tender response to under NMRNO.2025.007.

3.2.2 The NMRN may, in its own absolute discretion allow the Tenderer to rectify any irregularities identified in the Tender by the NMRN or provide clarification after the Tender return date. For example, this may include, but is not limited to, redacting pricing information in the unpriced copy of the tender, rectifying, or providing clarification in relation to a corrupt or blank document. Tenderers will be provided with instructions via the ‘Central Digital Platform’ (CDP)portal on how they can correct such irregularities which must be completed by the deadline set. The NMRN will cross reference the amended Tender with the original Tender submitted to the ‘Central Digital Platform’ (CDP) portal before the Tender return date to ensure that no other amendments, other than in relation to the specific irregularity/clarification communicated by the NMRN, have been made. Should Tenderers make additional amendments to the Tender other than those relating to the specific irregularity/clarification communicated to the Tenderer by the NMRN, this will result in a non-compliant bid.

3.2.4 You must not upload any ITAR or Export Controlled information as part of your Tender or ITT documentation into the ‘Central Digital Platform’ (CDP) portal. You must contact *Procurement Officer on 02392891370 ext. 2042*. to discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the NMRN.

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

### **3.3 Variant Bids**

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

3.4 Confidentiality

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

3.5 Conflict of Interest

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

3.6 Consortia

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

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

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

Section 4

Requests for Clarification

* 1. Any requests for clarification relating to the Procurement must be submitted via the Portal, no later than the deadline in the Procurement Timetable to allow the Authority sufficient time to respond prior to the closing date for receipt of submissions. The Authority will endeavour to respond to requests for clarification submitted in accordance with these requirements as soon as possible.
  2. The Authority reserves the right not to answer any requests for clarification submitted after the deadline set out in the Procurement Timetable or submitted via any means other than the NMRN’s Tender Inbox
  3. If Suppliers identify a technical issue with the NMRN’s Tender Inbox, they should contact the Authority without delay via the following contact point at:
* **Procurement Officer**
* [Procurement@nmrn.org.uk](mailto:Procurement@nmrn.org.uk) or by phone 02392 891370 ext. 2042.
  1. Where the Authority considers any requests for clarification to be relevant to the proper functioning of the Procurement, it will transmit to all other Suppliers (without reference to the identity of the Supplier which submitted the clarification question) the clarification question raised and the Authority's response, with the exception of those deemed confidential as provided below.
  2. If a Supplier considers that its request for clarification should be treated as confidential and not disclosed to other Suppliers, it must communicate this and the reason why to the Authority at the time of the submission of that clarification request. The Authority will advise the Supplier in advance of providing the clarification response if it considers that all or any part of the request for clarification cannot be treated as confidential, and will provide an opportunity for the Supplier to withdraw such aspects of the request for clarification.
  3. In such circumstances, the Supplier may either submit an amended request for the clarification to be treated as confidential, which would be considered by the Authority in the same manner as the original request, or raise a new request to be treated as a non-confidential request for clarification.
  4. It is the responsibility of each Supplier to monitor all clarifications issued by the Authority. The Authority accepts no liability for any Supplier's failure to keep abreast of clarifications issued.

Section 5

Tender Assessment and Evaluation

5.1 Evaluation of Tenders (Compliance)

5.1.1 You will have your tender response evaluated as set out in Annex B and scored in accordance with below:

**Stage 1: Receipt and Opening** - Tenders will be downloaded from [tenders@nmrn.org.uk](mailto:tenders@nmrn.org.uk) email inbox after the Closing Date.

↓

**Stage 2:** **Compliance Check**

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

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

↓

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

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**Stage 5:** **Final Selection of Maximum 5 Shortlisted Suppliers** – The shortlisted suppliers will be issued Selection Notices to inform them they have been taken forward into the ITT stage. Those not shortlisted will be given their scores and respective feedback on their bids.

5.1.2 Please note that the NMRN may require clarification of the answers provided or ask for additional information.

5.1.3 The response should be submitted by an individual of the organisation, company or partnership who has the authority to answer on behalf of that organisation, company or partnership.

5.1.4 Should the response be found to be erroneous or in any other way incorrect, the NMRN reserves the right to disqualify the candidate from the tender.

5.2 Evaluation of Tenders (Award)- Invitation to Tender Stage

**5.2.1 Please note that the scoring of the first stage of this Competitive Flexible procedure under the Procurement Specific Questionnaire (PSQ) will be done using the scoring criteria set out in 5.3.2**

5.2.2 In accordance with the Procurement Act 2023 and the Procurement Regulations 2024 the NMRN seeks to award the contract in **Stage Two- Invitation to Tender (ITT)** on the basis of the Most Economically Advantageous Tender. Tenders in accordance with the following criteria and weightings will be assessed entirely on your response submitted:

|  |  |  |
| --- | --- | --- |
| **Criteria** | **Weighting** | **Demonstrated by** |
| **Quality including Methodology and Approach** | **[100]%** | Each criterion will be marked using the scale 0-10 and the specified weighting applied. The formula to calculate the weighted score will be:  *(marks awarded) x weighting*  *marks available*  For example, if the weighting is 20% and the maximum mark is 5, and the mark received is 3, the weighted score would be:  *( 3 / 5 ) x 20 = 12*  NB**:** For the purposes of this calculation, weighting is expressed as a number not a percentage. |
| **Commercial**  **Price per Quality Score Points** | **Price Only** | In this approach a PQP is calculated for each bid by:   * determining the bid price; * determining the quality score for each bid, expressed as a whole number rather than as a percentage (though the whole number may still be points out of 100); and * dividing the bid price by the quality score to give an output price per quality point.   Price  –––––––––––––––––––––––––––––––––––  Quality score   * *For example, if a bid was £15,000 and the tenderer scores 75/100 the Price Per Quality score would be 200.* * The lowest ranked Price per Quality Score will be the Most Advantageous Tender based upon this. |
| **Note for Tenderers-**  *Bids that represent a low-quality score under half (50%) of the quality score for this tender during either stage may be subject to be disqualified.*  The NMRN will ensure that bids deemed to be abnormally low in price in the second stage of this tender opportunity will be checked, if deemed to be significantly lower than other bids it may be disregarded and disqualified as per PA23 Regs Section 19 (c). | | |

*Please note that the scoring of the first stage of the Competitive Flexible procedure under the Procurement Specific Questionnaire will be done using the scoring criteria on the following page in section 5.2.3.*

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

|  |  |
| --- | --- |
| Points | Interpretation |
| 10 | **Excellent** –Overall the response demonstrates that the Tenderer meets all areas of the requirement and provides all of the areas evidence requested in the level of detail requested. This, therefore, is a detailed excellent response that meets all aspects of the requirement leaving no ambiguity as to whether the Tenderer can meet the requirement.  The response therefore shows: • Very good understanding of the requirement • Considerable competence demonstrated through relevant experience • Considerable insight into the relevant issues The response is also likely to propose additional value in several respects above that expected |
| 7 | **Good** -Overall the response demonstrates that the Tenderer meets all areas of the requirement and provides all of the areas of evidence requested, but contains some trivial omissions in relation to the level of detail requested in terms of either the response or the evidence. This, therefore, is a good response that meets all aspects of the requirement with only a trivial level ambiguity due the Tenderers failure to provide all information at the level of detail requested.  The response therefore shows: • Good understanding of the requirements • Sufficient competence demonstrated through relevant experience • Some insight demonstrated into the relevant issues |
| 5 | **Adequate** - Overall the response demonstrates that the Tenderer meets all areas of the requirement, but not all of the areas of evidence requested have been provided. This, therefore, is an adequate response, but with some limited ambiguity as to whether the Tenderer can meet the requirement due to the Tenderer’s failure to provide all of the evidence requested.  The response therefore shows: • Basic understanding of the requirements • Sufficient competence demonstrated through relevant experience • Some areas of concern that require attention |
| 3 | **Poor** – The response does not demonstrate that the Tenderer meets the requirement in one or more areas. This, therefore, is a poor response with significant ambiguity as to whether the Tenderer can meet the requirement due to the failure by the Tenderer to show that it meets one or more areas of the requirement.  There are reservations because of one or all of the following: • There is at least one significant issue needing considerable attention • There is insufficient evidence to demonstrate competence or understanding • The response is light and unconvincing |
| 0 | **Unacceptable** - The response is non-compliant with the requirements of the ITT and/or no response has been provided.  The response is significantly below what would be expected because of one or all of the following: • The response indicates a significant lack of understanding • The response fails to meet the requirement |

Section 6

Structure and Format of Response

6.1 Introduction

6.1.1 Your response to this tender document should follow the defined structure as outlined in Annex D. Your response will be used to evaluate and score the different sections of each proposal received. All parts of this section are deemed Essential and require response. **Failure to provide this information may result in your submission being disqualified:**

1. **The Suppliers Central Digital Platform Reference Number**
2. **Annex D – Procurement Specific Questionnaire**
3. **Annex E - Form of Tender**
4. **Annex F - Certificate of Non-Collusion**

Please supply relevant documentation with your submission. You are asked to answer questions fully and where indicated in the format required. Please do not provide additional attachments or documents where not requested to do so. These will not be read and will not be taken into account in the evaluation of your Tender. **Any tender not conforming to this requirement is likely to be disqualified.**

6.1.2 The response should be presented in A4 format with an easily readable font style and size.

6.2 Approach to the Contract (Quality Control)

6.2.1 Tenderer’s should describe how they will approach the implementation and performance of this contract with particular regard to the requirements outlined in the Specification / Schedule of Requirements (Annex A and its Appendices). Tenderer’s should outline their proposals for on-going quality control during the project and how they will remedy any failures.

6.3 Project Resourcing

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

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

Section 7

Terms and Conditions of Tender

Procedural requirements

* 1. This document together with all other associated documents provided to Suppliers in connection with this Procurement contain procedural requirements which Suppliers must follow. Failure to comply with or follow any procedural requirement may result in the exclusion of the Supplier from the Procurement at the Authority’s sole discretion.

Central Digital Platform

* 1. **Suppliers that wish to participate in this Procurement are responsible for ensuring that the Central Digital Platform contains complete, accurate and up-to-date information about their organisation and any Associated Suppliers which are relevant for the purposes of this Procurement**. Suppliers must notify the Authority immediately if it is unable to register on the Central Digital Platform and/or provide accurate and up-to-date information via the Central Digital Platform.

Transparency

* 1. Suppliers should note that, in accordance with general transparency obligations and procurement law obligations under the Act, the Authority routinely publishes details of its procurement processes and awarded contracts. This includes, but is not limited to, the contract value, the identity of the successful Supplier, compliance with payment obligations and contract performance. Compliance with these obligations may involve the Authority taking steps without consultation with Suppliers. Where required under the Act, a copy of the contract will be published (subject to making any reasonable and proportionate redactions permitted under the Act).
  2. All central government departments and their executive agencies and non-departmental public bodies are subject to controls and reporting within government. In particular, they report to various government bodies including but not limited to the Cabinet Office and HM Treasury for all expenditure. The Authority reserves its absolute right to share within government any of the documentation/information submitted by Suppliers during this Procurement (including any information that a Supplier considers to be confidential and/or commercially sensitive).
  3. Where required, the Authority will disclose on a confidential basis any information it receives from Suppliers during the Procurement to any third party engaged by the Authority for the specific purpose of assessing or assisting the Authority in assessing the Supplier’s submission. In providing such information the Supplier consents to such disclosure.

Modifying the Procurement

* 1. Neither the Tender Notice, this document nor any information given as part of the Procurement shall be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual agreement.
  2. The Authority reserves the right to cancel the Procurement at any point and/or to choose not to award any contract as a result of this Procurement.
  3. Suppliers will remain responsible for all costs and expenses incurred by them, their staff, and their advisers or by any third party acting under their instructions in connection with this Procurement. For the avoidance of doubt, the Authority is not liable for any costs or expenditure resulting from any cancellation or amendment of this Procurement.
  4. The Authority reserves the right at any time:

a. to issue amendments, modifications or additional information to any documentation which forms part of this Procurement, including the Procurement terms and conditions contained in this Appendix A

b. to require a Supplier to clarify their proposal(s) and/or tender submission in writing and/or provide additional information – failure by a Supplier to respond adequately may result in their tender submission being rejected

c. to alter the Procurement Timetable for this Procurement

d. to rewind and re-run any part of the Procurement on the same or alternative basis

e. to amend the Procurement as described herein, including the number of stages and the number of Suppliers to be selected at any stage

* 1. The Authority reserves the right to Amend the procurement process in accordance with s31 of the Procurement Act 2023; and refine the award criteria in accordance with s24 of the Procurement Act 2023.

Option to direct award

7.10 The NMRN reserves the right to Direct Award a procurement should the procurement process result in only one Applicant submit an acceptable tender.

Confidentiality and publicity

* 1. Save to the extent made publicly available by the Authority, the information in this document (together with all attachments and any other information communicated to Suppliers during the Procurement) is made available on the condition that it is treated as confidential information by the Supplier and is not disclosed, copied, reproduced, distributed or passed to any other person at any time except in order to comply with legal obligations or for the purpose of enabling a submission to be made to the Authority, provided that such person has given an undertaking prior to the receipt of the relevant information (and for the benefit of the Authority) to keep such information confidential.
  2. Suppliers must not take part in any publicity activities with any part of the media about this Procurement without obtaining the express prior written agreement of the Authority. When requesting prior written agreement, Suppliers are required to detail the proposed media coverage including format and content of any publicity.

Freedom of information and Environmental Information

* 1. The NMRN is not defined as a Public Authority under Schedule 1 of the Freedom of Information Act and we are not required to respond to your information requests
  2. You may find information of interest to you within the NMRN’s Annual Trustees’ Report and Statement of Accounts available on the NMRN’s or the Charity Commission’s websites.
  3. The NMRN are developing a sustainability strategy at present, we’re aligning our sustainability policies to be built upon the UN Sustainability 17 Goals, which can be seen here; <https://sdgs.un.org/goals>

Requirements on sub-contractors and consortium

* 1. If requested to do so by the Authority, a Supplier will be required to enter into a legal arrangement with other members of a consortium or with any parties which are relied on in order to satisfy the conditions of participation relating to this Procurement (in accordance with section 72 of the Act). Acceptance of this request shall be considered a mandatory requirement and failure to accept the same may result in the Supplier’s exclusion from the Procurement.

Parent company guarantee or other securities

* 1. The Authority reserves the right to require a parent company guarantee or alternative equivalent form of security should the Supplier be successful in this Procurement.
  2. Where the Supplier’s parent company is incorporated outside the United Kingdom, the Authority will require a legal opinion from an independent firm of lawyers practising in that jurisdiction (at the Supplier’s own cost and expense) as to the capacity/authority of the parent company to enter into the parent company guarantee and the enforceability of the terms of the parent company guarantee in the relevant overseas jurisdiction.
  3. Notwithstanding the above, the Authority may specify minimum contractual financial security requirements as appropriate having regard to the financial assessment undertaken during this Procurement. Where the Authority specifies any financial security requirements, acceptance of the requirements shall be considered a mandatory condition and failure to accept the same may result in the Supplier’s exclusion from the Procurement.

Non-collusion, non-canvassing

* 1. Any attempt by a Supplier or their advisers to influence the Procurement in any way may result in the exclusion of the Supplier, without prejudice to any other civil or legal remedies available to the Authority and without prejudice to any criminal liability that such conduct by a Supplier may attract.
  2. Specifically, Suppliers must not directly or indirectly at any time:

a. devise or amend the content of their submissions in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, subcontractor, consortium member insurance provider or provider of finance

b. enter into any agreement or arrangement with any other person as to the form or content of any other submission 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 submission

c. enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a response in this Procurement

d. canvass any employees, members or agents of the Authority in relation to this Procurement

e. attempt to obtain information from any of the employees, members or agents of the Authority or their advisors concerning another Supplier or submission

f. carry out any other co-operation or collusion with another Supplier or any other person which the Authority considers capable of undermining fair competition

* 1. Suppliers are required to complete and return Appendix G (Certificate of non-collusion and non-canvassing) noting that the Authority will be entitled to rely on the information provided in the certificate.

Conflicts of interest

* 1. Suppliers are recommended to notify the Authority immediately of any actual, potential or perceived conflict of interest.
  2. In the event of any actual, potential or perceived conflict of interest, the Authority shall in its absolute discretion decide on the appropriate course of action. The Authority reserves the right to:

a. exclude any Supplier that fails to notify the Authority of an actual, potential or perceived conflict of interest, or where an actual conflict of interest exists

b. request further information from any Supplier and require any Supplier to take reasonable steps to mitigate a conflict of interest. This may include requiring any Supplier to enter into a specific conflict of interest agreement with the Authority. Failure to do so may result in the Supplier being excluded from participating in, or progressing as part of, the Procurement process

* 1. The Authority strongly encourages Suppliers to contact the Authority as soon as possible using the Portal should it have any concerns regarding actual, potential or perceived conflicts of interest.

Conflict assessments

* 1. The Authority confirms that, prior to the issue of the Tender Notice in this Procurement, a conflict assessment has been prepared in accordance with the Act.

Intellectual property

* 1. Suppliers are reminded that all intellectual property rights, including copyright, in the documents and materials supplied by the Authority and/or its advisers in this Procurement, in whatever format, belong to the Authority, its advisers or the relevant owner/licensor. Suppliers shall not copy, reproduce, distribute or otherwise make available any part of these documents to any third party (except for the purpose of preparing a submission) without the prior written consent of the Authority. All documentation supplied by the Authority in relation to this Procurement must be returned or destroyed on demand, without any copies being retained by Suppliers.

Ethical walls agreement

* 1. In accordance with the terms of the ethical walls agreement, Suppliers must notify the Authority immediately in writing where an unfair advantage or a perceived, potential or actual conflict of interest exists between the Supplier (in this context this includes but is not limited to any consortium member, subcontractor and/or advisers of the same) and the Authority and/or its advisers. Any Supplier that fails to comply with this requirement may be disqualified from the Procurement at the discretion of the Authority. These conditions are without prejudice to the obligations within the ethical walls agreement.

Anti-competitive behaviour

* 1. Suppliers are reminded of their obligations under applicable competition laws. The Authority may require evidence from Suppliers that their arrangements are not anti-competitive and reserves the right to require any Supplier to comply with any reasonable measures which may be needed to verify that no anti-competitive arrangements are in place.
  2. Any evidence of anti-competitive behaviour may result in a Supplier being disqualified from the Procurement. The Authority also reserves the right to refer any suspected breaches of applicable competition laws to the relevant authorities including, but not limited to, the Competition and Markets Authority and the Serious Fraud Office.
  3. Suppliers should note that anti-competitive behaviour may result in the Supplier being excluded from bidding for contracts under Schedule 7, Paragraph 7 of the Act. Where a relevant decision has been made by the Competition and Markets Authority under the Competition Act 1998, the Supplier may also be excluded from bidding for contracts under Schedule 6, paragraph 41 and may be added to the debarment list and/or be liable for civil and/or criminal penalties.

Contract

* 1. A tender submission is an offer to enter into a contract on the terms of the contents of the submission. Notification of an award decision does not constitute acceptance by the Authority. Any document submitted by a Supplier shall only have contractual effect when it is contained within an executed written contract.
  2. The Supplier’s final tender submission must remain valid for acceptance for a period of **60 Days** from the date of its submission or until any procurement challenge/s have been resolved.

Supplier withdrawal

* 1. Suppliers may withdraw from the Procurement at any time before the Invitation to Tender (ITT) submission deadline by providing written notification to the Authority via the NMRN Tenders Inbox
  2. In the event that a Supplier withdraws from the Procurement prior to the submission deadline for initial tenders, the Authority reserves the right (but shall not be obliged) to invite the next highest ranked Supplier that submitted a valid response to the first stage assessed via a PSQ but which attained a score that was not sufficiently high for it to be shortlisted, to be re-instated in the Procurement and invited to submit an initial tender.

Supplier eligibility

* 1. Suppliers are reminded that the eligibility requirements in this document, Tender Notice and all other associated tender documents apply to the Procurement at all times.
  2. The Authority reserves the right to require any Supplier to provide such further information as the Authority may require (and for the avoidance of doubt, the Authority may make multiple requests) as to any issue addressed in the ITT, including, but not limited to, the economic and financial standing of the Supplier at any stage of the Procurement and prior to the notification of the award decision and/or the award of the contract.
  3. The Authority must be notified in writing via the NMRN Inbox promptly of any changes in the information that the Supplier has provided in its response to this Procurement (including but not limited to arrangements in relation to any Associated Suppliers) at any point before the entry into the Contract so that the Authority may assess whether the Supplier continues to satisfy the relevant conditions of participation and should continue to qualify for participation in the Procurement. For the avoidance of doubt, the Authority reserves the right to take such action as it deems appropriate in the light of its assessment of the updated information, including (but not limited to) excluding the Supplier concerned from the Procurement.

Supplier warranties

* 1. In responding to this invitation, the Supplier warrants, represents and undertakes to the Authority that:

a. it understands and has complied with the conditions set out in this document

b. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Authority by the Supplier, its staff or agents in connection with or arising out of the Procurement are true, complete and accurate in all respects, both as at the date communicated and as at the date of the submission of the response to this document

c. it has made its own investigations and undertaken its own research and due diligence, and has satisfied itself in respect of all matters (whether actual or contingent) relating to the invitation and has not submitted its response in reliance on any information, representation or assumption which may have been made by or on behalf of the Authority (with the exception of any information which is expressly warranted by the Authority)

d. it has full power and authority to respond to this document and to perform the obligations in relation to the contract and will, if requested, promptly produce evidence of such to the Authority

* 1. Suppliers should note that the potential consequences of providing incomplete, inaccurate or misleading information include that:

a. the Authority may exclude the Supplier from participating in this Procurement

b. the Supplier may be excluded from bidding for contracts under Schedule 7, Paragraph 13 of the Act

c. the Authority may rescind any resulting contract under the Misrepresentation Act 1967 and may sue the Supplier for damages

d. if fraud or fraudulent intent can be proved, the Supplier may be prosecuted and convicted of the offence of fraud by false representation under section 2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both) – if there is a conviction, then the Supplier may be excluded from bidding for contracts under Schedule 6, Paragraph 15 of the Act and may be added to the debarment list.

Third parties

* 1. Nothing in these terms is intended to confer any rights on any third party under the Contracts (Rights of Third Parties) Act 1999. This does not affect any right or remedy of any person which exists or is available apart from that Act.

Applicable law

* 1. The laws of England and Wales are applicable to this Procurement.
  2. Suppliers must agree to submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute arising out of or in connection with this Procurement.

Tender Commercial Evaluation

* 1. Suppliers should note that bids where applicable which significantly exceed the advertised budget under ‘best technically affordable tender’ may be deemed non-compliant and lead to disqualification from the tender process. This is in accordance with Tender Evaluation Commercial Policy Statement.
  2. The NMRN will look to use in the ITT Stage a Price per quality point (PQP) as the main evaluation technique designed to make it easier to consistently and fairly compare bids of varying quality and price. It also makes it easier for evaluation panel to judge how they may score overall.

Annex A- Scope of Requirement

* 1. **OVERVIEW**
  2. The Royal Navy Submarine Museum sits on the former site of HMS Dolphin, which was the home of the Royal Navy Submarine Service from 1904 to 1999.
  3. The Jetty is believed to have been originally built in 1940s with additions in the 1960s and was used to unload soldiers for transport to the nearby Royal Haslar Hospital.
  4. The Jetty sits within the Haslar Peninsular conservation area and forms part of the original Haslar Hospital development which is listed in its own right. This will need to be taken into consideration with design and material choices.
  5. The Jetty comprises a section of Timber deck on concrete piles from the shore out to a Concrete head. The timber deck boards are supported on timber beams running out from the shore which in turn are sat on main cross timber members which span across the concrete piles.
  6. Due to the location, use and age of the Jetty there has been significant wear to the planks over the past year. The planks are no longer fit for purpose.
  7. The Jetty is one of the primary entrances to the Submarine Museum and sees a large number of visitors pass across it throughout the year. It is an integral part of the visitor experience, and this will need to be taken into consideration.

**2. STATEMENT OF REQUIREMENTS**

2.1. Contractor will be required to design an appropriate solution to fully replace the planking on the Jetty with an expected lifespan of 10 years.

2.2 Contractor will propose and acquire suitable materials to meet the needs of the project including the recommendation of suitable fixings to existing supports.

2.3 Contractor will propose a suitable method of works along with a time frame which includes minimum disruption to the museum.

2.4 Full replacement of the boards on the Jetty. Preferably in similar material.

2.5 Replacing and making good any of the cross beams/bearers supporting the decking (if required).

2.6 Reinstatement of existing handrails unless a suitable alternative is suggested within budgets.

2.6 Full compliance with Health and Safety including working within a marine environment.

**3. CONSTRAINTS**

* 1. The museum is open to the public Wednesday through Sunday during the winter months and we would like to keep as much of the site open as the works allows, including the jetty.
  2. The access to the Jetty through the main site will be tight for larger lorries but access through the neighboring DIO site may be possible.
  3. The movement of large objects to and from a storage area will need to be taken into consideration
  4. The Jetty sites with a Heritage Site alongside an SSSi and Icomos site so minimum disruption to any Heritage or Wildlife would be expected
  5. The Jetty sits within the Portsmouth VTS site, and all activities need to be advised in advance to issue local notices.
  6. The site is owned by the Defense Infrastructure Organisation (DIO) who are our Landlords.
  7. The Royal Navy Submarine Museum can be found on Google Maps here; <https://maps.app.goo.gl/27KFiSRLeMXchTvW9>

1. **BASIS FOR APPOINTMENT** 
   1. **Contract** NMRN Good and Service Contract will be employed if proportionate.
   2. **Both Stage One and Stage Two tender documents completed in full, including pricing in Stage Two.**
2. **PROGRAMME OF WORKS**
   1. **In Stage Two of the tender the shortlisted suppliers will provide an indicative timeline for the works.**
   2. **The intended completion date for the works is for February Half Term 2026, this will require all works to be completed and the Jetty handed back to the NMRN by Friday 13th February 2026.**
3. **Health & Safety Information.**
   1. **Construction (Design and Management) Regulations**- This will be clarified at the second stage of this tender opportunity.
   2. **Preconstruction Information** To be supplied by NMRN at contract award.
   3. **Construction Phase Plan** This will be supplied to the NMRN by the contractor as soon as possible following contract award.
   4. **Risk Assessments and Method Statements** All RAMS – including subcontractor RAMS - are to be supplied to NMRN prior to any works being undertaken.
   5. **Working Practices** The Contractor shall note that they will have shared possession of the site during installation, and the conduct of all contracted personnel must be regulated accordingly to ensure the safety of all site users.
   6. **Health & Safety File** An appropriate H&S file will need to be collated and shared with NMRN following works completion.

PSQ Response Document

The Procurement Regulations 2024, made pursuant to the Act, require certain information to be shared via the CDP. The CDP facilitates a streamlined collection of core supplier information and avoids the need for Applicants to re-enter the same information repeatedly for different procurements.

Regulation 6 of the Procurement Regulations 2024 requires contracting authorities, including the NMRN - before the end of the tendering period in competitive tendering procedures (i.e. open procedures and competitive flexible procedures); and before the award of the contract in direct awards and competitive selection processes for framework call-offs - to obtain confirmation from Applicants that:

* **the supplier has registered on the CDP;**
* **submitted up-to-date core supplier information on the CDP; and**
* **provided that information to the contracting authority via the CDP**

Applicants must complete the PSQ Response below and returned as part of your submission with any supporting material clearly cross referenced to the specific question from the PSQ. This is separate from the formal tender submission (on how the supplier proposes to meet the tender requirements). The PSQ consists of three parts:

* **Part 1** - confirmation of core supplier information: Applicants participating in procurements will now be expected to register on a central digital platform (CDP). Applicants can submit their core supplier information and, where a procurement opportunity arises, share this information with the contracting authority via the CDP. It is free to use and will mean Applicants should no longer have to re-enter this information for each public procurement but simply ensure it is up to date and subsequently shared. The CDP is available at <https://www.gov.uk/find-tender> . **Part 1 provides confirmation that Applicants have taken these steps.**
* **Part 2** - additional exclusions information: procurement legislation provides for an ‘exclusion regime’ and a published ‘debarment’ list to safeguard procurement from Applicants who may pose a risk (for example, due to misconduct or poor performance). Applicants must submit their own (and their connected persons[[1]](#footnote-1)) exclusions information via the CDP. This includes self-declarations as to whether any exclusion grounds apply to them and, if so, details about the event or conviction and what steps have been taken to prevent such circumstances from occurring again.

As part of a procurement, an Applicant will need to also share additional exclusions information for any Applicants that they are relying on to meet the procurement’s conditions of participation. These could either be consortium members or key sub-contractors (but excludes any guarantors). These Applicants are ‘associated persons’ and their exclusions information must be shared with the contracting authority.

We recommend this is done by ensuring that associated persons register, submit and share their information via the CDP (like the prime/main supplier).

In addition to the sub-contractors who are being relied on to meet the conditions of participation (who are associated persons), Applicants will need to share an exhaustive list of all their intended sub-contractors, which will be checked against the debarment list.

If a sub-contractor is unknown at the start of the procurement (or brought in during it), this should be made clear by the supplier and relevant details of the sub-contractor should be provided once their identity and role is confirmed. This information should be shared with the contracting authority as soon as possible and at least by final tenders.

* **Part 3** - conditions of participation: contracting authorities may set conditions of participation which an Applicant must satisfy in order to be awarded a public contract. They can relate to the supplier’s legal and financial capacity or their technical ability.

Some of the information requested in the PSQ will be for information purposes only. Other information will be assessed by the contracting authority. This might include a pass or fail mechanism, or a threshold which the supplier must meet. Under certain procurement processes, a contracting authority might use the information shared via the PSQ as part of a selection process to limit the number of participating Applicants. For example, inviting the five Applicants that submitted the highest scoring responses. Where this is the case, the contracting authority will outline the maximum number of Applicants, and the criteria used to select the limited number of Applicants, in their tender notice (section 20(4)(a) of the Procurement Act and regulation 19(2)(d) of the Procurement Regulations 2024).

Where an Applicant is unsure or requires any clarification, please ensure to email the NMRN through the clarification procedure as set out within this document. The PSQ Response Document contains the following sections:

|  |  |  |
| --- | --- | --- |
| **Section** | | **Scoring** |
| **1** | **Preliminary Questions** | **Required Data** |
| **Confirmation of core supplier information** | **Pass / Fail** |
| **2** | **Additional exclusions information** | **Pass/Fail** |
| **2A** | **Associated Persons** | **Pass / Fail** |
| **2B** | **List of intended Sub-Contractors** | **Required Data** |
| **3** | **Questions relating to Conditions of Participation** | **Required Data**  **Pass/Fail** |
| **3A** | **Standard Questions – Financial Capacity, Legal Capacity and Technical Ability** | **Required Data**  **Pass / Fail** |
| **3B** | **Specific Tender Related Questions**  ***These are assessed*** | **Scored as per 5.2.3 Scoring Criteria** |
| **4** | **Additional Questions including Project Specific Questions** | **Required Data** |

Annex D

TENDER SUBMISSION DOCUMENT

|  |  |  |
| --- | --- | --- |
| **Part 1- Preliminary Questions** | | |
| **Question no.** | **Question** | **Response** |
| **1a** | What is your name? (Supplier name) |  |
| **1b** | Companies House Number |  |
| **2a** | You must be registered on the central digital platform (CDP).  What is your central digital platform unique identifier? |  |
| **2b** | **Please confirm and send your organisations Supplier Information Details from Find a Tender Service or confirm you’ve attached these details as a PDF** |  |
| **3** | Please confirm if you are bidding as a single supplier (with or without sub-contractors) or as part of a group or consortium.  If you are bidding as part of a group or consortium (including where you intend to establish a legal entity to deliver the contract), please provide:  a. the name of the group/consortium  b. the proposed structure of the group/consortium, including the legal structure where applicable  c. the name of the lead member in the group/consortium  d. your role in the group/consortium (e.g. lead member, consortium member, sub-contractor) |  |
| **4** | Please list your proposed sub-contractors (if required) |  |
| **5** | Are you on the debarment list? |  |

* The Procurement Review Unit (formerly Public Procurement Review Service) allows government suppliers and potential government suppliers to raise concerns anonymously about unfair public sector procurement practice. Link here; [Public Procurement Review Service: scope and remit - GOV.UK](https://www.gov.uk/government/publications/public-procurement-review-service-scope-and-remit)

|  |  |  |
| --- | --- | --- |
| **Part 2 – ADDITIONAL EXCLUSIONS INFORMATION** | | |
| Please answer the following questions in full. Note that every organisation that forms part of your bidding group/consortium, as well as every organisation that is being relied on (including subcontractors being relied on) to meet the selection criteria must complete and submit responses to part 1 and the declarations in part 2. | | |
| **Part 2A** | **ASSOCIATED PERSONS** | |
| **Question no.** | **Question** | **Response** |
| **6** | Are you relying on any associated persons to satisfy the conditions of participation? (these are other suppliers who might be sub-contractors or consortium members but not a guarantor).  If so, please complete Q8, Q9 & Q10 (otherwise Q8, Q9 & Q10 are not applicable). |  |
| **7** | For each supplier/associated person, please confirm which condition(s) of participation you are relying on them to satisfy. |  |
| **8** | For each associated person, you must confirm they are registered on the CDP and have shared with us their information (either a share code or PDF download):  a. basic information  b. economic and financial standing information  (if they are being relied upon to meet conditions of participation regarding financial capacity)  c. connected person information  d. exclusion grounds information |  |
| **9** | Are any of your associated persons on the debarment list? |  |

|  |  |  |
| --- | --- | --- |
| **Part 2B** | **LIST OF ALL INTENDED SUB-CONTRACTORS** | |
| **Question no.** | **Question** | **Response** |
| **10** | Please provide:  a. a list of all suppliers who you intend to sub-contract the performance of all or part of the contract to (either directly or in your wider supply chain)  b. their unique identifier (if they are registered on the CDP), or otherwise, a Companies House number charity number, VAT registration number, or equivalent  c. a brief description of their intended role in the performance of the contract  If you are not intending to sub-contract the performance of all or part of the contract, then this question and Q12 are not applicable.  If a sub-contractor is unknown at the start of the procurement (or brought in during it), this should be made clear by the supplier and relevant details of the sub-contractor should be provided once their identity and role is confirmed. This information should be shared with the contracting authority as soon as possible and at least by final tenders. |  |
| **11** | Please confirm if any intended sub-contractor is on the debarment list. |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Part 3 – QUESTIONS RELATING TO CONDITIONS OF PARTICIPATION** | | | | |
| **Part 3a** | **STANDARD QUESTIONS** | | |
| **FINANCIAL CAPACITY** | | | |
| **Question no.** | **Question** | **Response** | |
| **12a** | Please confirm that you have the financial capacity to undertake these works. |  | |
| **12b** | Are you relying on another supplier to act as a guarantor?  If so, please provide their name and evidence of their economic and financial standing. |  | |
| **13** | | **Insurance**  Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: | |  |
| **Employer’s (Compulsory) Liability Insurance** = £5,000,000  *Policy Expiry Date:*  *Policy Reference:* | | Yes  No |
| **Public Liability Insurance** = £5,000,000  *Policy Expiry Date:*  *Policy Reference:* | | Yes  No |
| **Professional Indemnity Insurance** = £2,000,000  *Policy Expiry Date:*  *Policy Reference:* | | Yes  No |
| **Product Liability Insurance** = £N/A  *Policy Expiry Date:*  *Policy Reference:* | | Yes  No |
| Please note the insurance cover values shall not be less than the amounts detailed above for each and every claim.  \* It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.  See the Health and Safety Executive website for more information:  <http://www.hse.gov.uk/pubns/hse39.pdf> | | |

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| --- | --- | --- | --- |
| **TECHNICAL ABILITY** | | | |
| **14** | Relevant experience and contract examples  Please provide details of up to three contracts to meet conditions of participation relating to technical ability set out in the relevant notice or procurement documents, in any combination from either the public or private sectors (which may include samples of grant-funded work).  Where this procurement is for goods or services, the examples must be from the past three years.  The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided.  For consortium bids, or where you have indicated that you are relying on an associated person to meet the technical ability, you should provide relevant examples of where the associated person has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a special purpose vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or members of the special purpose vehicle or sub-contractors (three examples are not required from each member).  If you cannot provide at least one example of previous contracts, please provide an explanation for this and how you meet the conditions of participation relating to technical ability. | | |
| **Contract 1** | | | |
| Name of customer organisation who signed the contract | |  | |
| Name of supplier who signed the contract | |  | |
| Description of contract | |  | |
| Point of contact in the customer’s organisation | |  | |
| Position in the customer’s organisation | |  | |
| E-mail address | |  | |
| Contract start date | |  | |
| Contract completion date | |  | |
| Estimated contract value | |  | |
| **Contract 2** | | | |
| Name of customer organisation who signed the contract | |  | |
| Name of supplier who signed the contract | |  | |
| Description of contract | |  | |
| Point of contact in the customer’s organisation | |  | |
| Position in the customer’s organisation | |  | |
| E-mail address | |  | |
| Contract start date | |  | |
| Contract completion date | |  | |
| Estimated contract value | |  | |
| **Contract 3** | | | |
| Name of customer organisation who signed the contract | |  | |
| Name of supplier who signed the contract | |  | |
| Description of contract | |  | |
| Point of contact in the customer’s organisation | |  | |
| Position in the customer’s organisation | |  | |
| E-mail address | |  | |
| Contract start date | |  | |
| Contract completion date | |  | |
| Estimated contract value | |  | |
| **15** | **Experience of sub-contractor management**  Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s) (which may be the intended sub-contractor(s) for this procurement, or any others used previously).  The description should include the procedures you use to ensure performance of the contract. | |  |

Procurement Specific Questionnaire- NMRN Specific Responses

The below responses are marked in accordance with the Scoring Criteria set out within Section 5.2.3 in this tender documentation.

|  |  |
| --- | --- |
| **Part 3B** | **Procurement Specific Questionnaire- NMRN Specific Responses** |
| **Question No.** | **Professional Ability** |
| |  |  | | --- | --- | | **Each response is to be no more than 500 words- unless stated otherwise. Images or Reference documents may be linked separately.**  ***Note to bidders- the second stage evaluation criteria will be based on sections of this PSQ*** | | | **16-Professional Standing**  Please detail your Company’s recognised qualifications appropriate for this tender opportunity. |  | | **17- Professional Standing-**  Please detail where you have worked on similar renovation work on either jetty’s, bridges or structures in marine environments  .  What was the scale, challenges, client expectations and challenges of the work? |  | | **18- Project Management**   1. Please provide an organogram for you Project Management and Site Management Organisations, identifying key personnel and skills held[[2]](#footnote-2) |  | | 1. Please outline where in your previous work stated in 6.1 whether you had the capacity to undertake the works in-house or that part of the works required sub-contractors and in what capacity did you require them for? | | 1. Please provide how you would manage your workload and capacity for these works |  | | **19- Materials for Works**  Please detail your initial proposal for which materials are to be used on this work.  This should include specific timber, any finishes and any fastenings to the existing jetty structure.  What are indicative lead times of these items? |  | | **20- Programme**  a. The NMRN proposes that these works are completed by February Half Term for Hampshire in 2026.  With this in mind and from the scope of requirement from previous experience please provide a statement where you see the risks or challenges of these works. |  | | 1. Please also provide a statement of how the risks/challenges will be mitigated. |  | | 1. Do you require a site compound for works and deliveries? If so, please outline an indicative proposal.   i.e. cabins, fenced areas or use of powered equipment on site. |  | | **21- Health & Safety**  Please describe the arrangements you have in place to manage health and safety effectively and control significant risks relevant to the contract |  | | **22- Visitor Experience**  Have you delivered a project or similar works either with a public access or visitor experience in a heritage/museum or public setting? |  | | |
| **Sustainability & Environment Controls** | |
| |  |  | | --- | --- | | **Each response is to be no more than 500 words- unless stated otherwise. Images or Reference documents may be linked separately.** | | | **23- Sustainability**  **a-** How will you look to instil sustainability within the works for this project |  | | **b-** Please provide a summary from your examples in 6.1 how you provided sustainability in the project at different phases of the project |  | | **24- Environmental Controls**  The Royal Navy Submarine Museum is situated close to Haslar Marina which leads into the wider Portsmouth Harbour and Solent area.  How will you look to ensure no debris or flotsam falls into the harbour either causing local maritime hazards or pollution. |  | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Section 4** | **Additional Questions including Project Specific Questions** | | |
| **Question no.** | **Question** | | **Response** |
|  | **Use of Artificial Intelligence in Procurement Process & Proposal** | | |
| **A** | AI tools can be used to improve the efficiency of your bid writing process; however, they may also introduce an increased risk of misleading statements via ‘hallucination’.  Have you used AI or machine learning tools, including large language models, to assist in any part of your tender submission?  *This may include using these tools to support the drafting of responses to Award questions.* | Yes  No | |
| **B** | **If yes, please provide details: ………………** | | |
|  |  | | |
| **C** | Where AI tools have been used to support the generation of Tender responses, please confirm that they have been checked and verified for accuracy | Yes  No | |
| **d** | Are AI or machine learning technologies used as part of the products/services you intend to provide to the NMRN. | Yes  No | |
| **c** | If yes, please provide details: ……………… | | |
|  |  | | |

Annex E

Glossary

| **Defined term** | **Definition** |
| --- | --- |
| **Act** | means the Procurement Act 2023. |
| **Associated Suppliers** | means a Supplier who is associated with another Supplier if either (a) the Suppliers are submitting a tender together, or (b) the Authority is satisfied that the Suppliers will enter legally binding arrangements to the effect that the Supplier will sub-contract the performance of all or part of the Contract to the other, or the other Supplier will guarantee the performance of all or part of the Contract by the Supplier (as set out in section 22(9) of the Act). |
| **Authority** | means National Museum of the Royal Navy; as NMRN Operations |
| **Central Digital Platform** | means the online system defined by regulation 5(2) of the Procurement Regulations 2024 (SI 2024 No. 692). |
| **Competitive Flexible Procedure** | means the competitive flexible procedure as defined by section 20 of the Act. |
| **Contract** | means the contract to be entered into by the Authority with the successful Supplier. |
| **Key Performance Indicators or KPIs** | means the key performance indicators (KPIs) set out for the final awarded tender. |
| **Portal** | means the NMRN Tenders ([tenders@nmrn.org.uk](mailto:tenders@nmrn.org.uk)) used by the Authority for the purposes of this Procurement. |
| **Procurement** | This Competitive Flexible Procedure procurement process. |
| **Procurement Timetable** | The timetable for this Procurement as set out in this document. |
| **Supplier or Suppliers** | means a supplier or suppliers (as the case may be) participating in the Procurement |
| **Tender Notice** | means the tender notice with reference NMRNO.2025.007 published on Friday 11th July 2025 on the Central Digital Platform |

Annex F

Form of Tender

Dear Sir or Madam,

Name of Tender: Royal Navy Submarine Museum- Waterbus Jetty Works

I/We, the undersigned, tender and offer to provide the Contract as listed below, which is more particularly referred to in the Procurement Specific Questionnaire supplied to me/us for the purpose of tendering for the provision of the Contract and on the terms of the draft Contract.

Included within this document are the following:

Checklist for tenderers

List all documents to be submitted.

| **Document Number** | **Document Name** | **Included (Y/N)** |
| --- | --- | --- |
|  | Appendix D: Tender Response Document |  |
|  | Appendix F: Form of tender |  |
|  | Appendix G: Certificate of non-collusion and non-canvassing |  |
|  | Appendix H: Commercially Sensitive Information |  |
|  | *<ADD LINES AS APPLICABLE>* |  |
|  |  |  |

**Note:** If Suppliers do not provide all of the items in the checklist, this may result in the response being treated as non-compliant and therefore rejected.

I/We confirm that I/we can be considered to supply the contract as specified in our response to the Procurement Specific Questionnaire

I/We confirm that we accept the terms of the draft Contract as issued with the Invitation to submit final tenders- with the NMRN reserving the right to amend this in further stage of this tender.

I/We understand that the Authority reserves the right to accept or refuse this PSQ submission in accordance with the Procurement Act 2023.

I/We confirm that all information supplied to the Authority and forming part of this PSQ.

I/We confirm that the Supplier, together with all Associated Suppliers:

• **are registered on the Central Digital Platform**

• **have ensured their information contained on the Central Digital Platform is true and accurate**

• **Ensured the PSQ has been completed accurately and in full in all sections for scoring.**

I/We confirm and undertake that if any of such information becomes untrue or misleading that I/we shall notify the Authority immediately and update such information should this be required.

I/We confirm that the PSQ as submitted will remain valid for **60 Days** from the date of this form of tender or until any procurement challenge/s have been resolved.

I/We confirm that I/we are authorised to commit the Supplier to the contractual obligations contained in Annex A of the PSQ documentation. With the NMRN reserving the right to alter these specifications in further stage of this tender.

I/We understand that non-compliance with the requirements of the PSQ and further Invitation to Tender stage or with any other instructions given by the Authority may lead to me/us being excluded by the Authority from (further) participation in the Procurement.

I/We agree that the Authority may disclose the Supplier’s information/documentation (submitted to the Authority during this Procurement) more widely within government for the purpose of ensuring effective cross-government procurement processes, including value for money and related purposes.

|  |  |  |
| --- | --- | --- |
| **Signature** |  | |
| **Name (print)** |  | |
| **Position** |  | |
| **Supplier name** |  | |
| **Date** |  |

Annex G

Certificate of Non-Collusion and Non-Canvassing

Statement of non-canvassing

I/we hereby certify that I/we have not canvassed any minister, official, representative or adviser of the Authority in connection with this Procurement and the proposed award of the contract by the Authority, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act. I/we agree that the Authority may, in consideration of our tender, and in any subsequent actions, rely on the statements made in this certificate.

I/we further hereby undertake that I/we will not canvass any minister, official, representative or adviser of the Authority in connection with the Procurement and/or award of the contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

Statement of non-collusion

The Authority must receive bona fide competitive tenders from all Suppliers.

In recognition of this requirement, I/we certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer or the price in accordance with any agreement or arrangement with any other person (except any Associated Supplier identified in this offer).

I/we also certify that I/we have not done, and undertake that I/we will not do, at any time during the Procurement or, in the event of my/our final tender being successful, during the term of the contract, any of the following acts:

1. communicate to any person, other than the Authority, the amount or approximate amount of my/our proposed offer except where the disclosure in confidence was essential to obtain insurance premium quotations required for its preparation

2. enter into any agreement or agreements with any other person that they shall refrain from participating in the tendering process carried out by the Authority or as to the amount of any offer submitted by them during the course of this process

3. cause or induce any person to enter into such an agreement as is mentioned in paragraph 2 above or to inform us of the amount or the approximate amount of any other tender for the contract

4. commit any offence under the Bribery Act 2010

5. offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other tender or proposed tender for the performance of the contract

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.

I/we agree that the Authority may, in its consideration of the tender and in any subsequent actions, rely on the statements made in this Certificate.

|  |  |  |
| --- | --- | --- |
| **Signature** |  | |
| **Name (print)** |  | |
| **Position** |  | |
| **Supplier name** |  | |
| **Date** |  |

1. Connected persons are persons who exercise (or have a right to exercise) significant influence or control over the supplier and those over which the supplier exercises (or has the right to exercise) significant influence or control. This includes majority shareholders, directors and shadow directors, parent and subsidiary companies and predecessor companies. The majority of the exclusion grounds state that they apply to the supplier or a connected person of the supplier. [↑](#footnote-ref-1)
2. For companies selected to participate, CVs and certification of qualification will be required to be submitted. [↑](#footnote-ref-2)